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 (LSS) (Jointly Administered)
WELDED CONSTRUCTION, L.P., Plaintiff, v. THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, Defendants.	Adv. Pro. No. 19-50194 (LSS)

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

Plaintiff Welded Construction, L.P. ("Welded") submits this opposition to the *Motion for Order Approving Appeal Bond and Stay of Execution Pending Appeal* [Adv. Docket No. 469] (the "Stay Motion") filed by Transcontinental Gas Pipe Line Company LLC's ("Transco") and respectfully states as follows:

PRELIMINARY STATEMENT

Welded does not oppose Transco's request to stay ***execution***. As Welded made clear, Welded was always willing to hold off on execution if Transco provided a sufficient bond.

[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, Perrysburg, OH 43552-0470.

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Welded opposes Transco's overreach in asking the Court to preclude Welded from exercising its rights to record the *Final Judgment* [Adv. Docket No. 457] (the "Final Judgment") in state court under state law. Recordation is not the same as execution, and importantly, Welded is not seeking to register the Final Judgment in other federal districts under 28 U.S.C. § 1963.

Recording a judgment puts the world on notice of Welded's claim and preserves Welded's position vis-à-vis others with a claim on Transco's assets. Recordation is simply a prudent step to protect Welded's rights in case the bond goes awry and Welded needs to enforce the Final Judgment against Transco.

Transco purports to request a standard stay of execution of the Final Judgment but submits a proposed order that does much more. Effectively, the Stay Motion seeks a backdoor injunction barring Welded from exercising its rights under state laws designed to protect judgment creditors. At bottom, Transco seeks relief the law does not provide. While Welded may have agreed to a stay of execution on the original terms of the bond amount included in the Stay Motion, the bond amount initially discussed was not connected to the expansive stay order Transco now seeks.

Welded's right to record the Final Judgment in additional states (beyond those where it already has been recorded) to preserve Welded's rights and protect its interests may be exercised at any time regardless of the posting of a bond because it is not an act of execution on the Final Judgment. The Court should decline Transco's invitation to block any further recordation of the Final Judgment, particularly under the guise of a motion to stay execution.

STATEMENT OF FACTS

Welded built Transco an extremely profitable natural gas pipeline—generating approximately $300 million annually. But as soon as Transco received federal approval and

placed that pipeline into service, Transco refused to pay Welded the multi-million-dollar balance owed for the construction. Shortly thereafter, Welded filed for bankruptcy. Eight months into the bankruptcy proceedings, Transco representatives admitted that Transco owed Welded anywhere from $8 million to $66 million dollars. [Adv. Docket No. 442 at 24]

On May 8, 2025, after more than five years of contentious litigation, culminating in a 10-day trial, the Court entered the Final Judgment, finding, among other things, that Welded was the substantially prevailing party and awarding principal as well as 1% interest, a 1% penalty, and attorneys' fees and expenses under Pennsylvania's Contractor and Subcontractor Payment Act, 73 Pa. Cons. Stat. §§ 501, *et seq*. As of May 8, 2025, the Final Judgment amount was $102,290,536.65. *See* Final Judgment. [Adv. Docket No. 457] Transco filed a notice of appeal (the "Appeal") of various holdings in the Final Judgment. [Adv. Docket No. 443]

The parties had meetings and exchanged emails regarding the Appeal, discussing, among other things, Transco's initial request for Welded to consent to a stay of execution pending appeal upon provision of an acceptable appeal bond, which the parties at the time agreed would be equal to 120% of the monetary award provided in the Final Judgment subject to adequate terms. On May 20, 2025, Transco sent a draft consent motion, appeal bond, and proposed stay order. The consent motion only sought a stay of execution. Similarly, the proposed stay order only sought a stay of execution. *See* **Exhibit 1**. Additional relief would exceed the scope of a stay pending appeal.

On May 22, 2025, Welded advised Transco that Welded intended to record the Final Judgment. Welded stated that it intended only to record the Final Judgment and that Welded did not intend to execute on the Final Judgment. On May 27, 2025, Welded circulated revised versions of the consent motion, appeal bond, and proposed stay order, which included language

that the stay would not preclude Welded from recording the Final Judgment. *See* **Exhibit 2**. The next day, Transco told Welded it would not agree to the recordation language.

On May 29, 2025, Welded disagreed with Transco's position and noted that Welded was willing to meet and confer on the issue. Rather than engage further on the recordation dispute, a few hours later on May 29, 2025, Transco filed the Stay Motion, which was materially different from the draft circulated a week earlier. The Stay Motion asks the Court to preclude Welded from recording the Final Judgment in state court, which Welded has a right to do.

Transco represents in the Stay Motion that "Welded's counsel has consented to the Appeal Bond in form and amount." Stay Motion ¶ 3. Welded's efforts to reach consensus were based on the draft consent motion and proposed stay order Transco provided on May 20, 2025. Welded's consent was conditioned on a stay of only execution. Welded never discussed the stay order Transco now seeks. The Court should reject Transco's overreach. But if the Court grants Transco the additional protection in the proposed stay order, Welded reserves the right to challenge the sufficiency of the bond amount.

ARGUMENT

Restricting Welded's right to record the Final Judgment in other states could prejudice Welded's lien position on assets of the judgment debtor by permitting subsequent liens to gain priority over Welded. The Court should deny the Stay Motion because: (i) neither the Federal Rules of Civil Procedure (the "Federal Rules") nor the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") preclude Welded from exercising its right as a judgment creditor at any time to record the Final Judgment in additional states; (ii) Welded does not seek relief under 28 U.S.C. § 1963; and (iii) Delaware state law permits Welded to record the Final Judgment regardless of the Appeal.

I. The Federal Rules and Bankruptcy Rules do not preclude Welded from recording the Final Judgment.

Federal Rule 62, made applicable through Bankruptcy Rule 7062, is titled "Stay of Proceedings to *Enforce* a Judgment." *See* Fed. R. Civ. P. 62 (emphasis added). It provides that "execution on a judgment and proceedings to enforce it" are stayed for 30 days and that a party may obtain a further stay pending appeal by providing a bond or other security. Fed. R. Civ. P. 62(a), (b). Federal Rule 62 makes no mention of staying recordation. Indeed, since the 1960s, various state and federal courts have held that recording a judgment and executing on a judgment are separate and distinct acts and that recording a judgment is not an act of execution. *See Hamilton Steel Products, Inc. v. Yorke*, 376 F.2d 463, 466 (7th Cir. 1967) (rejecting argument that entry of an order staying execution restrained a party from recording the judgment);[2] *see also In re Rainbow Trust*, 216 B.R. 77, 86 (B.A.P. 2d Cir. 1997) (adopting jurisprudence from other jurisdictions that "recording of a judgment does not constitute a proceeding to enforce a judgment and therefore is not prohibited by [Federal] Rule 62");[3] *WM Mobile Bay Environmental Center, Inc. v. City of Mobile Solid Waste Disposal Authority*, No. 13-00434-KD-N, 2018 WL 9801528, at *2 (S.D. Ala. Dec. 20, 2018) ("Recording a judgment is not the same as execution on a judgment. The filing of the judgment ... only creates a lien in favor of the judgment creditor and although this filing can preserve assets for the creditor, in the event an

[2] "The stay order did not prevent MJDM from recording its judgment. Execution of judgment would result in the transfer of property from Hamilton to MJDM to satisfy its judgment. Recording this judgment would not be execution because it does not result in any transfer of property. Recording would not affect any judgment creditor rights of MJDM against Hamilton; rather it would determine MJDM's position vis-a-vis others with claims on Hamilton's assets. Therefore, the stay of execution did not prevent MJDM from recording, nor could MJDM have reasonably thought so." *Id.*

[3] (citing *Yusov v. Yusuf*, 892 F.2d 784, 785 n.1 (9th Cir. 1989) (citing 7 J. Moore & J. Lucas, Moore's Federal Practice ¶ 62.03 n. 6 (2d ed.1987)); *Vanden Bossche v. Hartford Accident and Indemnity Company (In re Vanden Bossche)*, 125 B.R. 571, 573 (Bankr. N.D. Cal. 1991); *Allen v. First Alabama Bank (In re Sintz)*, 162 B.R. 572, 573–74 (Bankr. S.D. Ala. 1993) (finding that similar Alabama statute which imposed 30-day stay did not prohibit recordation of certificate of judgment)).

execution later occurs, filing has no other interlocking aspects with execution on the judgment.");[4] *Cadence Bank, N.A. v. Latting Road Partners, LLC*, No. 09-2540, 2010 WL 4261230, at *2–3 (W.D. Tenn. Jun. 22, 2010) (same); *Smith v. Simonarson, Visser, Zender, Brandt, and Thurston*, 784 P. 2d 552, 554 (Wash. Ct. App. 1990) (noting that a stay prevents execution, not recordation, and further warning that failing to record a judgment may result in the free and clear sale of assets if the judgment debtor files for bankruptcy).

Federal Rule 69, made applicable through Bankruptcy Rule 7069, makes clear what "execution on a judgment" means under Federal Rule 62. Federal Rule 69 is titled "Execution." It provides that a money judgment is "enforced by a writ of execution unless the court directs otherwise." Fed. R. Civ. P. 69(a)(1). Execution is an act—i.e., filing a writ of execution—to obtain Transco's property in satisfaction of Welded's claim.[5] Recordation is the act of putting the world on notice of Welded's claim and preserving its priority over subsequent liens and judgments. Nothing in the text or judicial interpretation of Federal Rules 62 and 69 precludes Welded from recording the Final Judgment in state court.[6]

[4] (quoting *Kiker v. National Structures, Inc.*, 342 So.2d 746, 748 (Ala. 1977); *In re Pouncey*, 59 B.R. 615, 618 (Bankr. M.D. Ala. 1986); *Becker v. Wells Fargo Bank, N.A., Inc.*, No. 2:10-cv-2799-TLN-KJN (PS), 2015 WL 7889827, at * 1 (E.D. Cal. Dec. 3, 2015) (collecting cases and adopting jurisprudence from other jurisdictions that the "recording of an abstract of judgment while a stay of execution under Federal Rule of Civil Procedure 62 is in place is not prohibited under that Rule")).

[5] Rule 69 of the Rules of Civil Procedure for the Superior Court of the State of Delaware is also titled "Execution" and provides in relevant part that "[a]n execution may be issued upon a judgment in a civil action at any time ***after such judgment was entered or rendered*** . . . ." Del. R. Civ. P. 69(a) (emphasis added).

[6] In the Stay Motion, Transco asserts that "[r]ecordation or registration of the judgment against Transco's pipeline assets will encumber the property interests of third party landowners who have granted an easement to Transco, and potentially affect their ability to convey property interests without resolving the judgment lien." *See* Stay Motion ¶ 8. But Transco cites no authority to support this proposition. Nor does Transco offer any support for the idea that recording could "potentially" affect third parties' ability to sell their land.

II. Welded does not seek relief under 28 U.S.C. § 1963.

Even if Welded sought to register the Final Judgment under 28 U.S.C. § 1963, that statute does not preempt state foreign judgment recording laws. *Keeton v. Hustler Magazine, Inc.*, 815 F.2d 857, 861–862 (2d Cir. 1987) (finding that a state may allow registration of an out-of-state federal judgment while an appeal of that judgment is pending). Nevertheless, Transco improperly attempts to use § 1963 to preempt state law recordation. Transco's sole authority for the proposition that "registering a judgment is an essential part of execution" is in a footnote referencing another footnote in *Associated Business Telephone Systems Corp. v. Greater Capital Corp.* Transco's double footnote authority is unavailing. The dicta in that footnote provides only that registration is an "essential procedure for litigants *seeking to execute* upon their judgments." *Associated Business Telephone Systems Corp. v. Greater Capital Corp.*, 128 F.R.D. 63, 65 n.3 (D.N.J. 1989) (emphasis added). In other words, registration is a necessary prerequisite *in order to* execute—but registration is *not* the same as execution. The *Associated Business* footnote makes this plain as it explains that execution is something that happens ***after*** registration. "Once filed, the foreign judgment becomes an enforceable judgment of the foreign court. The judgment-creditor is ***then free to execute*** in any manner permitted under the Federal Rules of Civil Procedure and the laws of the foreign state." *Id.* (emphasis added). Thus, Transco's own caselaw makes clear that registering a judgment is different than executing and that if successful on appeal, Transco could simply remove the judgment registered in the foreign district.

Welded does not seek relief under § 1963 in any event. Indeed, proceeding under 28 U.S.C § 1963 would require distinct motion practice whereby Welded seeks permission from the Court to register the Final Judgment in other federal courts. *Martin-Trigona v. Joel P. Bennett, P.C.*, 877 F.2d 60, 60 (4th Cir. 1989) (finding that "[28 U.S.C. § 1963] has no application to [the

case in question] because [§ 1963] only addresses the registration of federal judgments in other *federal* courts") (emphasis in original).[7] Transco's argument is premised on a mistaken assumption that Welded intends to register the Final Judgment in other federal districts.[8]

III. Delaware state law permits the recordation of the Final Judgment.

Delaware law is instructive because Transco is a Delaware limited liability company. Delaware law permits Welded to record the Final Judgment regardless of the Appeal through the Delaware Uniform Enforcement of Foreign Judgments Act, which is a version of a uniform act many other states adopted (including Texas and Oklahoma where Welded has recorded the Final Judgment). 10 Del. C. §§ 4781, *et seq*.; s*ee Alberta Securities Commission v. Ryckman*, No. N13J-02847, 2015 WL 2265473, at *3 (Del. Super. Ct. May 5, 2015). Chapter 47 of Title 10 of the Delaware Code is titled "Judgments." Subchapter II is titled "Entry of Judgments" and section 4736 deals specifically with the recordation of federal court judgments, providing that:

> Transcripts of judgments rendered in the United States District Court or in any other federal court of competent jurisdiction within this State shall be filed and docketed in the office of the prothonotary of each county of this State other than the county in which such judgment was rendered and when so filed and docketed, and only when so filed and docketed, such judgments, shall have the same force and effect as a lien as judgments rendered and docketed in the Superior Court of this State in any county of the State.
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> ***
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> The prothonotary of each county upon being presented with a transcript of a judgment rendered in any federal court within this State, and upon receiving a fee of $1.00, shall immediately file such transcript, and docket and index the judgment in the same manner as prescribed by law for the

[7] Transco cites two cases for proposition that "[t]he 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." Stay Motion ¶ 8. But both are good-cause cases under § 1963. *See In re Williams Sec. Litig.*, No. 02-CV-72-SPF-FHM, 2008 WL 11432101 (N.D. Okla. Aug. 5, 2008); *Cheminova A/S v. Griffin L.L.C.*, 182 F. Supp. 2d 68 (D.D.C. 2002).

[8] Had Transco conferred with Welded, this dispute may have been avoided. An acceptable proposed order is attached hereto clarifying registration in federal court is not contemplated. *See* **Exhibit 3**.

> docketing and indexing of judgments rendered in the Superior Court of this State.

10 Del. C. § 4736(a), (c). Section 4736 specifically states that the Prothonotary shall immediately docket and index the judgment—it makes no reference to execution.

Subchapter V, on the other hand, is titled "Enforcement of Foreign Judgments" and section 4782 provides, in relevant part, that "[a] judgment so filed has the same effect and is subject to the same procedures, defenses and proceedings for reopening, vacating or staying as a judgment of the Superior Court of this State and may be enforced or satisfied in like manner." 10 Del. C. § 4782. Subchapter V goes on to discuss stays, providing that:

> If the judgment debtor shows the Court that an appeal from the foreign judgment is pending or will be taken, or that a stay of execution has been granted, the Court ***shall stay enforcement*** of the foreign judgment until the appeal is concluded, the time for appeal expires, or the stay of execution expires or is vacated, upon proof that the judgment debtor has furnished security for the satisfaction of the judgment as required by the state in which it was rendered.

10 Del. C. § 4784(a) (emphasis added). Not only does Delaware law distinguish between recordation and execution in the titles of its code provisions, it includes express language regarding the execution of foreign judgments, noting that the Superior Court must stay execution of a foreign judgment if the judgment debtor can show a stay of execution has been granted elsewhere. *Id.* "If the judgment debtor shows the Court any ground upon which enforcement of a judgment of the Superior Court of this State would be stayed, the Court ***shall stay enforcement of the foreign judgment*** for an appropriate period, upon requiring the same security for satisfaction of the judgment which is required in this State." *Id.* at § 4784(b) (emphasis added).

Section 5072 of Chapter 49 is titled "Execution on judgments in civil actions" and provides "[a]n execution may be issued upon a judgment in a civil action at any time within 5 years from the time when such judgment was entered or rendered, or from the time when such

judgment became due; or to collect any instalment of a judgment within 5 years from the time when such instalment fell due. This section shall only apply to cases when no execution has been previously issued to collect such judgment or instalment . . . ." 10 Del. § 5072(a); *see also Dealer Services Corporation v. Albertson*, No. K23J-01105, 2024 WL 3064946, at *2–3 (Del. Super. June 18, 2024) (noting that there is a separate timeframe applicable to executions under Delaware law and emphasizing that a judgment creditor must begin execution efforts within five years of a judgment).

While Welded has recorded the Final Judgment in several states and may do so in additional states, it has repeatedly informed Transco that it does not intend to execute on the Final Judgment at this time. Welded's intent is to preserve its priority over Transco's other creditors and any subsequent judgment creditors or lienholders to adequately protect its rights under the Final Judgment, which, as the *Simonarson* court acknowledged, is reasonable and warranted given the possibility that a judgment debtor may file for bankruptcy or otherwise become unable or unwilling to satisfy the judgment.

CONCLUSION

Applicable state law gives Welded the right to record the Final Judgment to protect its interests and priorities over other creditors in the event that Welded ever needs to enforce the judgment against Transco's assets. If an appropriate bond is in place, Welded may never need to do so. But recording the judgment to ensure Welded's rights are not impaired is prudent, permissible, and entirely reasonable. The Federal Rules, Bankruptcy Rules, and applicable Delaware statutes make clear that Transco's request to stay any further recordation is unwarranted and unjustified. Welded respectfully requests that the Court deny the Stay Motion

to the extent it seeks to block recordation of the Final Judgment without providing additional security.

Dated: June 12, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Kevin A. Guerke

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EXHIBIT 1

Transco's Draft Consent Motion, Appeal Bond, and Proposed Stay 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.	)	
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	)	Adv. Pro. No. 19-50194 (LSS)
Defendants.	)	**Related to Adv. D.I. No. 457**

CONSENT MOTION OF TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC AND WELDED L.P. FOR ORDER APPROVING APPEAL BOND AND STAY OF EXECUTION PENDING APPEAL

Defendant Transcontinental Gas Pipe Line Company, LLC ("Transco") and Plaintiff Welded L.P. ("Welded"), through undersigned counsel, file this consent motion (the "Consent 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 state:

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.

2. Annexed to **Exhibit A** (the "Proposed Order") attached herein is a copy of Transco's appeal bond that is in form satisfactory to Welded 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").

3. Transco wishes to post the Appeal Bond and Welded agrees to accept the Appeal Bond to stay execution on the Judgment during the pendency of the appeal process pursuant to Bankruptcy Rules 7062 and 8007.

WHEREFORE, Transco and Welded respectfully request the Court approve the Appeal Bond and enter an order, substantially in the form of the Proposed Order attached herein, staying the above-referenced adversary proceeding and execution on the Final Judgment pending resolution of Transco's appeal, and grant such other and further relief as the Court deems equitable and proper.

Dated: May 22, 2025

SAUL EWING ARNSTEIN & LEHR 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

AND

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel for Welded Construction, L.P.

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.	
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	Adv. Pro. No. 19-50194 (LSS)
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") and Plaintiff Welded L.P.'s ("Welded") consent motion (the "Consent 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 Consent Motion is approved.

2. The appeal bond annexed hereto as **Exhibit I** 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 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 I

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.: _____

APPEAL BOND

KNOW ALL BY THESE PRESENTS, that [surety] a corporation organized and existing under and by virtue of the laws of the State of _____, having a mailing address of _____ (the "Surety Company"), is 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"). The maximum amount of liability for the Surety Company shall be limited to the sum of One Hundred Twenty-Two Million Seven Hundred Forty-Eight Thousand, Six Hundred Forty-Three Dollars ($122,748,643.00), 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 _____ day of _____, 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");

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 [insert service agent] at [address] as its agent upon whom any notice or papers affecting its liability on this bond may be served (the "Agent"), and agree 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:

[insert address]

[Surety Name]

_____

By: [signatory]
Attorney-in-Fact

Surety Company is hereby approved, pursuant to ____ and 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 _____
COUNTY OF _____

On this ____ day of _____, 2025, before me, _____, a Notary Public, within and for said County and State, personally appeared _____ to me personally known to be the Attorney-in-Fact of and for _____ and acknowledged that s/he executed the said instrument as the free act and deed of said _____.

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 _____
County of _____

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.	)	
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	)	Adv. Pro. No. 19-50194 (LSS)
Defendants.	)	

CERTIFICATE OF SERVICE

I, Lucian Murley, Esquire, hereby certify that on June 10, 2025, a copy of the *Consent Motion of Transcontinental Gas Pipe Line Company, LLC and Welded L.P. 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 ARNSTEIN & LEHR 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: June 10, 2025

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EXHIBIT 2

Welded's Revised Consent Motion, Appeal Bond, and Proposed Stay 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. 457**

CONSENT MOTION OF TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC AND WELDED CONSTRUCTION L.P. FOR ORDER APPROVING APPEAL BOND AND STAY OF EXECUTION PENDING APPEAL

Defendant Transcontinental Gas Pipe Line Company, LLC ("Transco") and Plaintiff Welded Construction L.P. ("Welded"), through undersigned counsel, file this consent motion (the "Consent 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 state:

1. On or about May 8, 2025, the Court entered the final judgment in favor of Welded and against Transco in the amount ~~of $~~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.

2. Annexed to **Exhibit A** (the "Proposed Order") attached herein is a copy of Transco's appeal bond that is in form satisfactory to Welded 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").

3. Transco wishes to post the Appeal Bond and Welded agrees to accept the Appeal Bond to stay execution on the Final Judgment during the pendency of the appeal process pursuant to Bankruptcy Rules 7062 and 8007. The Appeal Bond only relates to the Final Judgment defined above. The Appeal Bond does not cover the Court's award of attorneys' fees and expenses, which will be quantified in a separate judgment order.

WHEREFORE, Transco and Welded respectfully request the Court approve the Appeal Bond and enter an order, substantially in the form of the Proposed Order attached herein, staying the above-referenced adversary proceeding and execution on the Final Judgment pending resolution of Transco's appeal, and grant such other and further relief as the Court deems equitable and proper.

Dated: May 22, 2025

SAUL EWING ARNSTEIN & LEHR 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

AND

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Counsel for Welded Construction, L.P.

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. THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, Defendants.	Adv. Pro. No. 19-50194 (LSS)
	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") and Plaintiff Welded Construction L.P.'s ("Welded") consent motion (the "Consent 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 Consent Motion is approved.

2. The appeal bond annexed hereto as **Exhibit I** 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 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.

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~~3.~~4. The stay does not prevent Welded from recording or domesticating the Final Judgment in any state or federal jurisdiction.

EXHIBIT I

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.: _____

APPEAL BOND

KNOW ALL BY THESE PRESENTS, that [surety] a corporation organized and existing under and by virtue of the laws of the State of _____, having a mailing address of _____ (the "Surety Company"), ~~is~~ 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"). ~~The maximum amount of liability for the Surety Company shall be limited to~~ in the sum of One Hundred Twenty-Two Million Seven Hundred Forty-Eight Thousand, Six Hundred Forty-Three 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 _____ day of _____, 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.

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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 [insert service agent] at [address] 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:

[insert address]

[Surety Name]

_____

By: [signatory]
Attorney-in-Fact

Surety Company is hereby approved, pursuant to ~~and~~ 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 _____
COUNTY OF _____

On this ____ day of _____, 2025, before me, _____, a Notary Public, within and for said County and State, personally appeared _____ to me personally known to be the Attorney-in-Fact of and for _____ and acknowledged that s/he executed the said instrument as the free act and deed of said _____.

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 _____
County of _____

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 June 10, 2025~~May 23, 2025~~~~May 22, 2025~~, a copy of the *Consent Motion of Transcontinental Gas Pipe Line Company, LLC and Welded L.P. 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 ARNSTEIN & LEHR LLP

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Dated: June 10, 2025~~May 23, 2025~~~~May 22, 2025~~

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EXHIBIT 3

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.	
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	Adv. Pro. No. 19-50194 (LSS)
Defendants.	**Related to Adv. D.I. No. 469**

ORDER APPROVING APPEAL BOND AND
STAY OF EXECUTION PENDING APPEAL

Upon consideration of Transcontinental Gas Pipe Line Company LLC's ("Transco") Motion for Order Approving Appeal Bond and Stay of Execution Pending Appeal and Plaintiff Welded Construction L.P.'s ("Welded") Opposition to Transcontinental Gas Pipe Line Company, LLC's Motion for Order Approving Appeal Bond and Stay of Execution Pending Appeal it is

HEREBY ORDERED THAT:

1. The appeal bond annexed hereto as **Exhibit I** 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.

2. Execution on 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.

3. The stay does not prevent Welded from recording or domesticating the Final Judgment in any state jurisdiction.