IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,[1]	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.	**Re Docket Nos. 457, 469, and 475**

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC'S REPLY IN SUPPORT OF 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 reply (the "Reply") in support of its Motion for Order Approving Appeal Bond and Stay of Execution Pending Appeal [Adv. Docket No. 469] (the "Motion") and in response to Plaintiff Welded Construction, L.P.'s ("Welded") Opposition to the Motion [Adv. Docket No. 475] (the "Opposition") and respectfully states as follows:

[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.

PRELIMINARY STATEMENT

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 (made applicable through Bankruptcy Rule 7062). Transco so demonstrated in its Motion, and Welded so acknowledges in its Opposition. There is therefore no dispute that Transco is entitled to a stay under Rule 62 with the posting of an adequate appeal bond in this matter. The only matter in dispute appears to be whether Welded is also stayed from commencing and continuing proceedings to enforce the Final Judgment [Adv. Docket No. 457] by registration, as Welded has in Delaware, Texas, and Oklahoma—despite the pendency of both Parties' appeals, and Transco's provision of an adequate appeal bond covering over 120%[2] of the quantified amount in the Final Judgment entered by the Court.

Rule 62, and the principles it embodies, provides the answer. Because Transco "may obtain a stay by providing bond or other security," and because Transco has provided an appeal bond in an amount that Transco understood to be acceptable to Welded, Welded should be stayed from taking steps to enforce the Final Judgment. That stay also precludes Welded from enforcing the judgment through recordation, and prevents Welded from obtaining additional security beyond that the Court may require in the form of the appeal bond presented for this Court's approval.

As described in the *Declaration of Glen Jasek in Support of Transcontinental Gas Pipe Line Company, LLC's Reply in Support of Motion for Order Approving Appeal Bond and Stay of Execution Pending Appeal*, filed contemporaneously with this Reply (hereinafter "Jasek Decl."),

[2] Transco timely sought to address the Appeal Bond and the Consent Motion with Welded. On May 12, 2025, Transco's counsel proposed an appeal bond and stay of execution, followed by drafts of the Appeal Bond, negotiation of the bond amount and provision of a draft Consent Motion to Welded's Counsel on May 20, 2025. On May 27, 2025, Welded's counsel returned the draft Consent Motion, amending the draft Order to provide that "[t]he stay does not prevent Welded from recording or domesticating the Final Judgment in any state or federal jurisdiction." On May 28, 2025, Transco advised that it disagreed with this amendment, leading to the filing of its Motion.

since filing the Motion, Transco has received Notices of Entry of Judgment filed by Welded in the State of Delaware, including the Counties of New Castle, Sussex and Kent. *See* Jasek Decl. ¶ 6. Transco has also received a Notice of Filing of Foreign Judgment filed by Welded in Tulsa County, Oklahoma, and a Notice of Docketing of Filing of Foreign Judgment Under the Uniform Enforcement of Foreign Judgment Act filed by Welded in Harris County, Texas. *See* Jasek Decl. ¶ 7. By taking steps to record the Final Judgment in these jurisdictions, Welded has encumbered real property interests of Transco and third party landowners, obstructing Transco and those landowners from obtaining financing in the future and impacting their ability to sell or otherwise transfer title. *See* Jasek. Decl. ¶ 8.

As described in the Jasek Declaration, Transco owns thousands of miles of pipelines spanning from the Gulf Coast to the northeastern United States. Transco's pipeline transports approximately 15% of the natural gas utilized in the United States through 13 states, including Texas, Louisiana, Mississippi, Alabama, Georgia, the Carolinas, Virginia, Maryland, Delaware, Pennsylvania, New Jersey and New York. Jasek Decl. ¶ 5. There are over 18,500 unique property owners across the Transco pipeline system in these jurisdictions, with whom Transco has executed easement agreements to construct its pipeline and corresponding facilities. *Id.*

Welded has therefore taken steps in several jurisdictions to create judgment liens[3] on the real property of Transco, *i.e.*, easement agreements with third-party landowners, despite Transco's provision of an appeal bond in 120% of the Final Judgment by an approved surety and on terms reviewed and approved by Welded. Welded maintains that these affirmative steps taken to record the Final Judgment in state jurisdictions are "a prudent step to protect Welded's rights in case . . .

[3] The effect of Welded's recordation and domestication efforts is dependent upon state law. For example, the Notice of Judgment filed by Welded in Delaware creates a judgment lien upon all real property of Transco within the county.

Welded needs to enforce the Final Judgment against Transco." Opposition at 2. While Welded acknowledges that recording the Final Judgment is a necessary step to executing and enforcing the Final Judgment against Transco, Welded simultaneously urges the Court to consider recordation entirely separate and distinct from enforcement. Such a characterization undercuts the plain language of Rule 62 of the Federal Rules and the Uniform Enforcement of Foreign Judgment Act, ignores the real impacts the recordation of the Final Judgment has on not only Transco's real property and business interests, but also the interests of third party landowners, and undermines the purpose and spirit of an appeal bond and the right to a stay during pendency of appeal.

As such, Transco respectfully requests this Court grant the Motion and enter the revised[4] Proposed Order attached hereto as **Exhibit A** granting Transco a stay of execution, preventing Welded from registering, recording, or domesticating the Final Judgment during the pendency of appeal, and thereby precluding Welded from further encumbering Transco's real property interests in violation of Rule 62 of the Federal Rules, and requiring Welded to retract the notices previously recorded on Transco's property.

ARGUMENT

I. Welded Should Be Stayed from Recording the Final Judgment in Foreign Jurisdictions

Federal Rule 62(a) provides that "execution on a judgment and proceedings to enforce it are stayed for 30 days after its entry"; in the bankruptcy context, Rule 7062 shortens that period to 14 days but otherwise applies Rule 62 in full. Rule 62(b) provides that after the expiration a party "may obtain a stay by providing a bond or other security," and that the stay "takes effect when the court approves the bond or other security." Rule 62(b) thus authorizes imposition of a "stay" upon

[4] Transco submitted a proposed order along with the Motion. However, as detailed in this Reply, after Transco filed the Motion, Welded filed notices encumbering real property interests of Transco and third party landowners. Accordingly, the Proposed Order has been updated to require Welded to retract the notices.

provision of adequate security—here, an appeal bond in the amount of 120% of the Final Judgment. As Transco argued in the Motion, the stay that this Court should impose upon approval of Transco's bond should extend to stay Welded from recording the Final Judgment and thereby imposing additional liens on Transco's property during the pendency of the stay.

Welded does not, and cannot, dispute that Rule 62(b) entitles Transco to a stay upon posting security and this Court's determination that such security is adequate. But Welded nonetheless argues that it should be permitted to record the Final Judgment during the pendency of the stay because "Federal Rule 62 makes no mention of recordation," and because other courts—none binding on this Court and none in this Circuit—have "held that recording a judgment and executing on a judgment are separate and distinct act and that recording a judgment is not an act of execution." Opposition at 5. Welded's argument fails: Welded ignores the plain language of Rule 62 and the reality that recording a judgment is a "proceeding to enforce" that judgment.

A. A Rule 62 Stay Is Not Limited to "Execution" of a Judgment

Welded's opposition to Transco's requested stay under Rule 62(b) rests on two premises: that a Rule 62(b) stay imposed upon the provision of "bond or other adequate security" must be coextensive with the automatic stay imposed by Rule 62(a), and that the Rule 62(a) stay is limited to a stay "of execution" that does not encompass recording a judgment. Both are wrong.

To begin, unlike Rule 62(a), which automatically stays "execution on a judgment and proceedings to enforce it," Rule 62(b) simply provides that "a stay" may be obtained upon posting security that the Court, in its discretion, determines to be adequate. Welded cites no authority whatsoever for its implicit premise that the "stay" provided by Rule 62(b) and sought by the Motion must be limited to "execution" of a judgment. That would make little sense given the different natures of the stays under Rule 62(a) and Rule 62(b).

Rule 62(a) provides an automatic stay. Rule 62(b), by contrast, conditions "a stay" on the provision of a bond or other security. By committing the "bond or other security" to the Court's discretion, Rule 62(b) reflects a policy choice that the bond or other security provided to obtain the stay is the only security that the judgment creditor need obtain during the pendency of the stay. *E.g.*, *Sheldon v. Munford, Inc.*, 128 F.R.D. 663, 666 (N.D. Ind. 1989) ("[T]he purpose of the bond is to guarantee that the plaintiffs will be able to collect their judgment if the verdict is affirmed on appeal. . . . Rule 62(d) provides that the bond is the only security which the plaintiffs are entitled to pending appeal."); *cf. AVT-New York, L.P. v. Olivet Univ.*, No. 2:18-CV-00782, 2023 WL 2504690, at *1 (D. Utah Mar. 14, 2023) (holding that plaintiff's lien against defendant's property constituted "other security" under Rule 62(b) and granting stay of enforcement proceedings without requiring defendant to post a bond); *Alberghetti v. Corbis Corp.*, No. CV09-05735-SVW (AJWx), 2010 WL 11515309, at *4 (C.D. Cal. Nov. 2, 2010) (holding that plaintiff could obtain a stay under Rule 62(d) and allowing the defendant five days to "record its judgment in the County Recorders Office, thereby perfecting the lien," following which, "[i]f the lien is perfected, the Court will not require an additional bond under Rule 62(d)," and if it is not, "invit[ing] Plaintiffs to seek a stay by supersedeas bond under Rule 62(d)"); *Poplar Grove Planting & Ref. Co. v. Bache Halsey Stuart, Inc.*, 600 F.2d 1189, 1190–91 (5th Cir. 1979) ("The purpose of a supersedeas bond is to preserve the status quo while protecting the non-appealing party's rights pending appeal." (emphasis added)).[5]

Moreover, consistent with the overlapping purposes of appeal bonds and judgment liens, Rule 62(f) provides for a stay under state court rules where the "judgment is a[n] [automatic] lien

[5] The provision cited as Rule 62(d) in *Sheldon v. Munford, Inc.*, *Alberghetti v. Corbis Corp.*, and *Poplar Grove Planting & Ref. Co. v. Bache Halsey Stuart, Inc.* is now found in Rule 62(b). Fed. R. Civ. P. 62, Committee Notes on Rules—2018 Amendment ("Subdivision 62(b) carries forward in modified form the supersedeas bond provisions of former Rule 62(d).").

on the judgment debtor's property under the law of the state where the court is located." *See Fed. Ins. Co. v. Cnty. of Westchester*, 921 F. Supp. 1136, 1138 (S.D.N.Y. 1996) (explaining that "Rule 62(f) adopts the stay provisions of the forum state only where the underlying judgment is 'a lien upon the property of the judgment debtor' in that state (i.e., where there is the functional equivalent of a bond in terms of security" (emphasis added)). What Welded posits is that it is entitled to adequate security in the form of a bond as a condition for Transco to obtain a stay, and that Welded can obtain additional security by recording the Final Judgment and thereby obtain judgment liens despite the pendency of the stay. That, of course, thwarts the purpose of the determination of "adequate security" under rule 62(b); as the *Sheldon* court explained, having obtained security in the form of a bond, a judgment creditor is not entitled to "disrupt [the] legitimate business activities" of a judgment debtor "with judicial liens." *Sheldon*, 128 F.R.D. at 666.[6] Welded's specious claim that Williams's bond may "go[] awry" does not entitle Welded to obtain both a bond and whatever additional judicial liens it may seek during the pendency of the stay. Opposition at 2; *see Sheldon*, 128 F.R.D. at 666 (rejecting as "pure speculation" plaintiffs' argument that they should be permitted to maintain any judgment liens due to "the possibility that the bonding company may become insolvent or raise a defense to the bond claim").

Second, even if the Rule 62(b) stay available after security is posted and approved were necessarily coextensive with the Rule 62(a) automatic stay without security, Welded's argument would still fail. Welded asserts that Rule 62(a) stays "execution" alone, and that Transco's requested stay exceeds the bounds of "execution." This ignores the plain language of Rule 62(a),

[6] The purpose of 62(b), distinct from that of the automatic stay under 62(a), is yet another reason why the cases upon which Welded relies do not apply here. *See, e.g.*, *Cadence Bank, N.A. v. Latting Rd. Partners, LLC*, No. 09-2540, 2010 WL 4261230, at *3 (W.D. Tenn. June 22, 2010) (reasoning that "[r]ecording the judgment . . . did not deprive Defendants of any property or . . . frustrate the purpose of the automatic stay") (emphasis added).

which states that both "execution" of a judgment and "proceedings to enforce" a judgment are automatically stayed. If Welded were correct that Rule 62(a) stayed only "execution" of a judgment, the phrase "proceedings to enforce" a judgment would be mere surplusage, running afoul of the canon that courts should "give effect, if possible, to every clause and word of a statute," *Duncan v. Walker*, 533 U.S. 167, 174 (2001) (quoting *United States v. Menasche*, 348 U.S. 528, 538-39 (1955)). Instead, Rule 62(a) is properly read to extend to all "proceedings to enforce" a judgment.

Recording a judgment comfortably falls within the scope of "proceedings to enforce" a judgment. The commonplace term "enforce" means to "[t]o give force or effect to (a law, etc.); to compel obedience to." *Enforce*, BLACK'S LAW DICTIONARY (12th ed. 2024). In many jurisdictions—including Delaware—recording a judgment provides the judgment creditor with a judgment lien, a security interest in the judgment debtor's property. Del. Code Ann. tit. 10, §§ 4736, 4782 (West 2025). As the Bankruptcy Code recognizes, creation of a security interest in property is a meaningful "transfer" of property rights. *Cf.* 11 U.S.C. § 101(54)(A) (defining "transfer" to include "the creation of a lien"). By recording the Final Judgment, Welded enforced the Final Judgment by giving effect to it through creation of a security interest in Transco's property. *In re Pro. Air Traffic Controllers Org. (PATCO)*, 18 B.R. 894, 896 n.5, 901, 904 (Bankr. D.D.C. 1982) (quashing recording of money judgments as "steps . . . taken to execute on these judgments" by "improperly register[ing] [the judgments] during the automatic stay period of FRCP 62(a)"), *aff'd*, 699 F.2d 539 (D.C. Cir. 1983); *cf. In re Robb*, 399 B.R. 171, 174 n.1 (Bankr. N.D.W. Va. 2008) (holding void "the act of recording the judgment . . . because it was done in violation of the automatic stay" of "enforcement . . . of a judgment obtained before the commencement of the [bankruptcy] case" under 11 U.S.C. § 362(a)(2)).

The smattering of out-of-circuit cases Welded cites for the proposition that recording a judgment is not an "act of execution" neither address the situation before the Court—a request for a Rule 62(b) stay secured by a bond—nor grapple with the practical consequence of creating a judgment lien. For example, *Hamilton Steel Products, Inc. v. Yorke*, 376 F.2d 463, 466 (7th Cir. 1967) does state that "the creation of a judgment lien and an execution are considered separate incidents"—but that says nothing about whether the creation of a judgment lien is a means of enforcement of a judgment, and that case does not suggest that any security was provided during the "stay of execution" at issue. Moreover, the *Hamilton* court's decision on this point explicitly pertained to an order staying "execution of judgment," not "proceedings to enforce" it. *Id.* at 465–66. The judgment creditor did not argue, and the *Hamilton* court did not suggest, that the judgment creditor could have recorded its judgment during the Rule 62(a) automatic stay under that pertained to "proceedings to enforce" the judgment and that applied before the "stay of execution" at issue was ordered. *Id.*

The other authorities Welded cites, and the limited authorities on which those cases rely, likewise do not address a stay under Rule 62(b) or any state analogue,[7] and to the extent they conclude that creation of a judicial lien is not "enforcement" because no property interests are transferred, those cases are, respectfully, incorrectly decided and contrary to the Bankruptcy Code's broad understanding of a "transfer." *Compare In re Vanden Bossche*, 125 B.R. 571, 573 (N.D. Cal. 1991) (finding that "because the act of recording a judgment does not have the effect of transferring any interest in property, allowing a party to record an abstract would be consistent with the purpose of Rule 62(a)"), *with In re Yuhas*, 186 B.R. 381, 384 (Bankr. D.N.J. 1995) ("[T]he

[7] One case, *WM Mobile Bay Environmental Center, Inc. v. City of Mobile Solid Waste Disposal Authority*, No. 13-00434-KD-N, 2018 WL 9801528 (S.D. Ala. Dec. 20, 2018), does not even discuss a stay under Rule 62 or a state corollary, but instead considers a motion to quash an application for a writ of execution.

definition of the term 'transfer' is extremely broad" such that "even the mere docketing of a judgment lien has been held to be a 'transfer' . . . because it involves the unconditional impairment of a debtor's interest."), *subsequently aff'd*, 104 F.3d 612 (3d Cir. 1997), *as amended* (Feb. 26, 1997). *See also In re Rainbow Tr.*, 216 B.R. 77, 86 (B.A.P. 2d Cir. 1997) (holding "that the automatic stay under Vermont law did not prohibit [appellee] from recording its Judgment" (emphasis added)); *Cadence Bank, N.A. v. Latting Rd. Partners, LLC*, No. 09-2540, 2010 WL 4261230, at *2 (W.D. Tenn. June 22, 2010) (holding that "simply recording a judgment does not qualify as "execution" on or a "proceeding[ ] to enforce" a judgment as contemplated by Rule 62(a)" (emphasis added)); *Smith v. Simonarson, Visser, Zender, Brandt & Thurston*, 784 P.2d 552, 554 (Wash. Ct. App. 1990) (holding that "recording a judgment is not a proceeding for the enforcement of a judgment in violation of [an automatic stay under] CR 62(a)" (emphasis added)).

B. Recording is an Integral Part of Enforcement under the Uniform Enforcement of Foreign Judgment Act and

Welded's argument that a stay under Rule 62(b) does not extend to recordation of a judgment also fails because recording, registering, or otherwise docketing a foreign judgment is a proceeding to enforce that judgment under the state laws upon which Welded has relied.

Welded has recorded the Final Judgment in Delaware under the Delaware Uniform Enforcement of Foreign Judgments Act, and has recorded the Final Judgment in Texas and Oklahoma under those states' enactments of the Uniform Enforcement of Foreign Judgments Act (the "UEFJA"). *See* Opposition at 8. Each of the Texas UEFJA, Oklahoma UEFJA, and the Delaware UEFJA provide that registering or docketing a foreign judgment is the initial step in enforcing that judgment. *See, e.g.*, Tex. Civ. Prac. & Rem. Code Ann. § 35.002 *et seq*. (West 2025); Okla. Stat. Ann. tit. 12, § 719 *et seq*. (West 2025); Del. Code Ann. tit. 10, § 4781 *et seq.* (West 2025). For example, Texas courts have made clear that the UEFJA "is an enforcement statute

rather than a mere registration statute." *Lawrence Sys., Inc. By & Through Douglas-Guardian Warehouse Corp. v. Superior Feeders, Inc*., 880 S.W.2d 203, 208 (Tex. App. 1994) (emphasis added) (citing *Schwartz v. F.M.I. Properties Corp.*, 714 S.W.2d 97, 100 (Tex. App. 1986)), *writ denied* (Feb. 23, 1995). That court concluded that "[f]iling a foreign judgment under the Uniform Act has the effect of initiating an enforcement proceeding and rendering a final Texas judgment simultaneously" and therefore "filing a foreign judgment under the Uniform Act is an enforcement 'action.'" *Id.* (emphasis added). Thus, it is entirely appropriate to stay all enforcement proceedings by Welded under Rule 62(b), including "initiating enforcement proceedings" by recording or docketing the Final Judgment in state courts.

Welded's extended discussion of 28 U.S.C. § 1963 is entirely unavailing because that statute also describes the registration of a judgment as a procedure for enforcement of that judgment.[8] Section 1963 provides that "[a] judgment in an action for the recovery of money or property entered in any court of appeals, district court, [or] bankruptcy court . . . may be registered by filing a certified copy of the judgment in any other district . . . when the judgment has become final by appeal or expiration of the time for appeal or when ordered by the court that entered the judgment for good cause shown" and "[a] judgment so registered shall have the same effect as a judgment of the district court of the district where registered and may be enforced in like manner." 28 U.S.C. § 1963. Section 1963 concludes with "[t]he procedure prescribed under this section is in addition to other procedures provided by law for the enforcement of judgments." *Id*. It is thus apparent from the text of section 1963 that recording a judgment is procedure for enforcement. *See also Ol Eur. Grp. B.V. v. Bolivarian Republic of Venezuela*, 663 F. Supp. 3d 406, 430 (D. Del. 2023)

[8] Welded maintains that it does not seek to register the Final Judgment under 28 U.S.C. § 1963, that is both irrelevant and obvious: Welded cannot satisfy the requirements under § 1963 because the Final Judgment has not become final by appeal and Welded cannot otherwise demonstrate good cause to record the Final Judgment given the appeal bond posted by Transco.

("Moreover, as the Third Circuit explained . . . 'a district court has jurisdiction to enforce a federal judgment against a foreign sovereign when it is registered' in the District pursuant to 28 U.S.C. § 1963 . . . .") (quoting *Crystallex Int'l Corp. v. Bolivarian Republic of Venezuela*, 932 F.3d 126, 137 (3d Cir. 2019)); *Brown v. Select Portfolio Servicing, Inc.*, No. 11-210-GMS, 2012 WL 70660, at *1 (D. Del. 2012) ("Pursuant to 28 U.S.C. § 1963, only a judgment rendered by a federal court may be registered in the federal courts. Although federal law provides for the registration of foreign judgments for enforcement, the statute applies only to judgments of other federal courts of appeals, district courts, bankruptcy courts, and the Courts of International Trade.") (citing 28 U.S.C. § 1963)*; Juneau Spruce Corp. v. Int'l Longshoremen's & Warehousemen's Union*, 128 F. Supp. 697, 700 (D. Haw. 1955) ("As revealed in the legislative history recorded at the time of an amendment to 28 U.S.C. § 1963, U.S. Code Cong. & Adm. News 1954, p. 3142, the plain and simple purpose of the statute is enforcement of the original judgment."). That section 1963 and the Uniform Act both describe recordation as a procedure for enforcement of a judgment is unsurprising because section 1963 formed the model for the Uniform Act in procedure and effect. *See, e.g.*, *Stevenson v. Edgefield Holdings, LLC*, 225 A.3d 85, 93 (Md. Ct. Spec. App. 2020) (acknowledging that 28 U.S.C. § 1963 is "the federal version of the UEFJA"); *Nielson v. Schmoke*, 863 S.E.2d 652, 658 (noting "the similarities between 28 U.S.C. § 1963 and North Carolina's UEFJA" and relying upon 28 U.S.C. § 1963 analysis for interpretation of the UEFJA). Because registration is a procedure for enforcement of a judgment, it too should be subject to the stay under Rule 62(b).

II. Welded's Recording of the Final Judgment in Multiple Foreign Jurisdictions is Improper Given the Provision of an Appeal Bond and the Critical Unjust Impacts to Transco and Third Party Real Property Interests

A. The Appeal Bond Provides Adequate Protection for Welded's Interests as Judgment Creditor

As a practical matter, the appeal bond posted by Transco in the amount of 120% of the Final Judgment, which was consented to both in form and amount by Welded prior to the current dispute, is more than sufficient to protect Welded's interests and provides ample security. Indeed, that is the purpose of a bond. Permitting Welded to record the Final Judgment, which is under appeal, in multiple state jurisdictions in order to encumber Transco's real property interests nullifies the purpose and effect of the substantial appeal bond Transco has provided, provides overreaching protection to Welded for which it is not entitled, and has critical impacts to real property interests of Transco and innocent third party landowners.

Recording a foreign judgment is a means of protection for a judgment creditor where there is no other protection in place. *See, e.g.*, *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.") (citing *Henkels & McCoy, Inc. v. Adochio*, No. Civ.A. 94-3958, 1997 WL 535899, at *2 (E.D. Pa. July 31, 1997)); *A/S Siljestad v. Hideca Trading, Inc.*, 96 F.R.D. 7, 8-9 (S.D.N.Y. 1982) (determining that registration is precluded during the pendency of an appeal, notwithstanding the absence of a supersedeas bond); *see also Abegglen v. Burnham*, 94 F. Supp. 484, 486 (D. Utah 1950) ("The judgment might be registered in any number of districts. [I]f it can be registered here, with the consequent necessity of employment of counsel in all of the districts and applications to various courts of appeal for orders to stay the proceedings. The judgment debtor should not be subjected to this annoyance and oppression.").

Notably, Welded cites to cases in its Opposition that stand for the proposition that a final judgment can be recorded as a foreign judgment despite the pendency of appeal, but not a single one of the cases presents factual circumstances in which an adequate bond had been posted. *See* Opposition at 5-6. On the contrary, the courts allowed the recordation of judgments to stand where there was the possibility that the judgment creditor may not be able to collect on the judgment (e.g. where the judgment debtor may become bankrupt before collection). *See, e.g.*, *Smith*, 784 P.2d at 553. That is not the situation here. Welded is well-protected by the appeal bond Transco provided, and once the appeal bond is approved, there is zero possibility that Welded would be unable to collect on the Final Judgment. Therefore, permitting Welded to record the Final Judgment in foreign jurisdictions that could affect thousands of third-party landowners results in double-dipping for Welded at Transco's and third party landowners' expense, which Transco submits is for the purpose of leverage in the pending Appeal,[9] rather than any concern regarding the negotiated Appeal Bond coverage and amount. Given the nature of Transco's business as a multi-state pipeline company, the judgment liens created, and sought to be created, by Welded will negatively impact the third-parties upon whose property the pipeline traverses for no purpose other than to seek leverage at the expense of these third-parties.

B. Welded's Recording of the Final Judgment in Multiple State Jurisdictions Has Critical Consequences to Transco and Third Party Landowners

By impermissibly recording the Final Judgment in multiple state jurisdictions, Welded has caused Transco's real property interests to be encumbered. In Delaware, for example, the

[9] In its Opposition, Welded once again cites to a statement from Transco's outside consultants (Adrian Green) regarding the potential amount owed Transco owed Welded prior to any discovery without accounting for the cost penalty, based upon Welded's double-counted invoices and in disregard of the subsequent deposition testimony by Mr. Green explaining and correcting the prior conclusion, which was read into in the record at trial. Tr. 1646:13-1649:1. Notably, the Court awarded $31 million less than the amount invoiced and demanded by Welded, which Welded has never reconciled with Mr. Green's cited statement.

recording of the Final Judgment operates immediately as a judgment lien on the property upon which it was recorded. Del. Code Ann. tit. 10, §§ 4736, 4782. In all the jurisdictions in which Welded has or shall record the Final Judgment, Transco's property interests are largely comprised of easements granted by private and public landowners through right of way agreements. *See* Jasek Decl. ¶ 8. By recording the Final Judgment against the property of Transco in Delaware, Welded has effectively attached a judgment lien to the real property of third party landowners. *See id.* This in turn will impact their ability to sell their properties or otherwise transfer title, and may compromise their ability to obtain lending or enter into financing agreements. Thus, Welded's actions are not only in contravention of Federal Rule 62, but also have practical consequences that extend beyond the Parties' dispute and could impact thousands of third parties. This is unfair and unnecessary, as Transco has posted an appeal bond and otherwise provided no indication that Welded would be unable to collect on the Final Judgment.

CONCLUSION

Therefore, Transco respectfully requests this Court grant the Motion and enter the Proposed Order attached hereto as **Exhibit A** granting Transco a stay of execution, preventing Welded from registering, recording, or domesticating the Final Judgment during the pendency of appeal, thereby precluding Welded from further encumbering Transco's real property interests in violation of Rule 62 of the Federal Rules, and requiring Welded to retract the Notices previously recorded on Transco's property.

Dated: June 20, 2025

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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.*,[1]	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.

[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.

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. 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 Aril 13, 2019.

4. Welded is required to retract any notices of judgment recorded on Transco's property in connection to the Court's final judgment in favor of Welded.

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**

DONNA JANE AUSTIN NOTARY PUBLIC ALABAMA STATE AT LARGE COMMISSION EXPIRES MARCH 31, 2026

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: WELDED CONSTRUCTION, L.P., *et al.*, 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)

CERTIFICATE OF SERVICE

I, Lucian B. Murley, hereby certify that on June 20, 2025, a copy of the foregoing *Transcontinental Gas Pipe Line Company, LLC's Reply in Support of 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 adversary proceeding and via Electronic Mail on the parties on the attached service list.

SAUL EWING LLP

By: */s/ Lucian B. Murley*
Lucian B. Murley (DE Bar No. 4892)
1201 North Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899
(302) 421-6898

Dated: June 20, 2025

SERVICE LIST

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