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,	**Ref. Adv. D.I. 479**
Defendants.	

SUPPLEMENTAL DECLARATION OF MICHAEL S. NEIBURG IN SUPPORT OF WELDED'S APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

I, Michael S. Neiburg, Esq., hereby declare and state the following:

1. I am a partner with Young Conaway Stargatt & Taylor, LLP ("Young Conaway"), and have been counsel for the above-captioned plaintiff Welded Construction, L.P. ("Welded") in connection with the above-captioned adversary proceeding (the "Adversary Proceeding"). This supplemental declaration is submitted in connection with *Welded's Reply in Support of its Application for Attorneys' Fees and Expenses* (the "Reply") and in further support of the Application.[2]

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is P.O. Box 470, Perrysburg, OH 43552-0470.
[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Reply.

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2. I have devoted significant time and effort to the Adversary Proceeding and have been a co-leading member of the Young Conaway team since the action's inception through and including the present time. I was significantly involved with developing and implementing all major case strategies and provided direction or material input regarding case staffing decisions throughout the course of the litigation.

3. Young Conaway, like any other law firm, experiences turnover and attrition. In my experience, it is normal for attorneys and other employees to leave firms due to personal reasons or other opportunities. This was compounded by the COVID-19 pandemic, causing attorneys to relocate or accept positions elsewhere. To my understanding, many firms and companies were affected by COVID-19, resulting in a higher-than-normal attrition rate. Young Conaway was not immune to these issues. To account for this turnover and attrition and to grow the firm generally, Young Conaway hired additional employees and attorneys to replace those who left the Welded team.

4. Based on my review of the Objection, I understand that Transco takes issue with Welded's attempt to recover fees associated with timekeepers who billed fewer than 100 hours to the Adversary Proceeding. *See* Appendix 27. Several timekeepers identified on Appendix 27 are (or were) Young Conaway paralegals that were utilized from time to time to handle filings or assist with trial preparations if the primary paralegals assigned to the case (Brenda Walters and Beth Olivere) were unavailable or required assistance. Those paralegals are Chad Corazza (CCORA), Candace Fowlye (CFOWL), Debbie Laskin (DLASK), Jorge Martinez (JMART), Michael Girello (MGIRE), Melissa Romano (MROMA), and Michelle Smith (MSMIT). Further, many of the timekeepers identified by Transco were Welded team members who left Young Conaway before accumulating 100 hours or who joined the team to replace a departing

team member and have yet to accumulate 100 hours. Some examples of departed attorneys include Matthew Milana (MMILA), Jacob Morton (JMORT), Tara Pakrouh (TPAKR), and Jordan Sazant (JSAZA). Renae Pagano (RPAGA) joined Young Conaway in December 2024 and has been involved in this action since the Court entered its Opinion. These individuals were not transient timekeepers who cycled on and off the matter and needed to repeatedly get back up to speed. The timing of their employment at Young Conaway is the reason these Welded team members happened to accumulate fewer than 100 hours on the matter.

5. I understand that other timekeepers who billed fewer than 100 hours to the matter were utilized expressly for their subject matter expertise. These timekeepers include:

a. William Gamgort (WGAMG) is a partner at Young Conaway with expertise in complex and specialty litigation. Mr. Gamgort provided assistance to the Welded team on discrete matters and billed minimal time only as necessary to assist with those issues.

b. Erin Edwards (EEDWA) is a partner at Young Conaway and specializes in litigating complex issues and eDiscovery in chapter 11 cases. Ms. Edwards assisted the Welded team with litigation strategy, eDiscovery, and management at the onset of the Adversary Proceeding.

6. Young Conaway utilized other timekeepers to meet Welded's extensive discovery obligations, the breadth and scope of which required extensive document collection, review, and production. The parties exchanged tens, if not hundreds of thousands of documents throughout this litigation, requiring first-level review of both incoming and outgoing document productions by multiple Young Conaway attorneys. In an effort to reduce fees on tasks that did not require high-level expertise, and rather than allocating this work to partners and attorneys with higher billing rates, Young Conaway utilized attorneys with lower billing rates to perform first-level review, resulting in multiple attorneys billing fewer than 100 hours to the Adversary Proceeding. In addition to this first-level review, timekeepers with lower hourly billing rates conducted legal

research; drafted pleadings, motions, and memoranda; prepared deposition designation transcripts for trial; and prepared trial exhibits.

7. Young Conaway has a dedicated eDiscovery team, comprised of Monica Fratticci (MFRAT) and Patrick Foss (PFOSS). Ms. Fratticci and Mr. Foss were utilized in connection with document collection and production, a critical part of this litigation.

8. I understand that Transco also takes issue with the fact that Ms. Fortunato, Mr. Lambe, and Ms. Eastes attended trial on certain days. These attorneys were key members of the Young Conaway team, each of whom provided extensive contributions to the success of Welded throughout this Adversary Proceeding. These attorneys were each fully involved in all phases of the case, including the document and written fact discovery phase, preparing fact and expert witnesses for deposition and trial, defending depositions, identifying deposition and trial exhibits, drafting motions and briefing, and drafting the pre- and post-trial briefs. These attorneys also assisted other timekeepers during earlier phases of workstreams in an effort to involve timekeepers with higher billing rates and partners only during the most critical stages of issues and workstreams. While neither Ms. Fortunato, nor Mr. Lambe, nor Ms. Eastes attended every day of trial or handled any witnesses at trial, they provided invaluable assistance during the course of trial in preparing witnesses to testify and developing and preparing argument in response to claims and legal theories asserted by Transco for the first time at trial.

9. Kevin Guerke and I are the two primary partners assigned to this case. As such, it was necessary for Mr. Guerke and me to perform second-level review of certain documents that required significant legal experience and factual knowledge of this matter to understand and appropriately assert privilege. While Young Conaway utilized timekeepers with lower billing rates to perform first-level document review and work on many aspects of the case, we were

required to manage and correspond with Young Conaway's Welded team with respect to, among other things, conducting second-level and production-level document review, making privilege calls, preparing the privilege log, developing third-party discovery strategies and issuing subpoenas, and negotiating the protective order and scheduling orders entered in the case. As part of our duties, Mr. Guerke and I needed to fully grasp the scope and intricacies of the case to identify legal issues, develop litigation strategies, provide competent legal advice to Welded, and hold discussions with the surety and the Official Committee regarding claims and discovery status. As the primary partners, Mr. Guerke and I took and defended the significant majority of the fact and expert depositions in the case, requiring us to review research, analyze filings, and correspond with Transco's counsel. Further, as the two attorneys presenting arguments throughout and examining fact and expert witnesses at trial (both direct and cross-examinations), it was necessary for Mr. Guerke and me to analyze and understand documents and pleadings to prepare for the complex issues in this case.

10. Attached hereto as **Exhibit A** is a true and correct copy of the relevant excerpt from the June 30, 2021, hearing transcript from the District Court of Delaware proceeding (Case No. 20-01613(CFC)).

11. I have reviewed the Reply, including Section IV of the Reply, Appendix A to the Reply, and Appendix B to the Reply. With respect to the voluntary reductions identified in Section IV of the Reply, I understand that the applicable fees and expenses were reasonably incurred and properly invoiced. However, to avoid unnecessary litigation, Welded will no longer seek to recover the fees and expenses identified in Section IV. I have reviewed Exhibits A–N to Appendix B and believe that the non-highlighted entries in those exhibits concern work performed by Young Conaway that is recoverable under CASPA. While the fees associated with

the entries highlighted in yellow in Exhibits A–N were reasonably incurred and properly invoiced, to avoid unnecessary litigation, Welded will no longer seek to recover those fees.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Michael S. Neiburg
Michael S. Neiburg

Executed August 11, 2025

EXHIBIT A

June 30, 2021 Hearing Excerpts
District Court of Delaware
(Case No. 20-01613 (CFC))

IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE DISTRICT OF DELAWARE

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In re:	:	**Chapter 11**
WELDED CONSTRUCTION, L.P., et al.,	:	**Case No. 18-12378 (CSS)**
Debtors.	:	**Jointly**
WELDED CONSTRUCTION, L.P.,	:	**Adv. Pro. No. 19-50194 (CSS)**
Plaintiff,	:	
vs.	:	
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	:	**Civil Action NO. 20-1613 (CFC)**
Defendants.	:	

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Wilmington, Delaware
Wednesday, June 30, 2021
10:00 o'clock, a.m.

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BEFORE: HONORABLE COLM F. CONNOLLY, U.S.D.C.J.

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Valerie J. Gunning
Official Court Reporter

APPEARANCES:

YOUNG CONAWAY STARGATT & TAYLOR, LLP
BY: KEVIN A. GUERKE, ESQ.
MICHAEL S. NEIBURG, ESQ. and
TRAVIS G. BUCHANAN, ESQ.

Counsel for Welded Construction, L.P.

SAUL EWING ARNSTEIN & LEHR LLP
BY: LUCIAN B. MURLEY, ESQ.

-and-

WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.
BY: JENNIFER L. KNEELAND, ESQ. and
SHELLY L. EWALD, ESQ.
(McLean, Virginia)

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

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As the project went forward and as ultimately Welded began turning over its documents in support of the cost reimbursable charges it had collected through the advanced payment procedure, questions began to arise about both the allocability and allowability of these charges, and in April of 2018, the defendants hired a company known as OGCS, an outside company.

THE COURT: I thought it was Transco hired them, and that's a question I have. Does it really matter? Do I have to distinguish among the defendants or should I just treat you all as just one?

MS. EWALD: I think for purposes of this motion, Your Honor, I think you can treat us as one.

THE COURT: All right.

MS. EWALD: I will think about if there's any reason for a distinction. I do believe that it was -- that they were retained. I would have to -- frankly, I would have to go back. I'm not sure.

THE COURT: Do you think I need to distinguish among the defendants?

MR. GUERKE: My argument will be using the terms that defendants, Your Honor, collectively. The only nuance there is there was the Oklahoma complaint that was filed. That was filed by Transco, not all the defendants.

THE COURT: Okay. All right. So it sounds like

you're in agreement on that essentially.

MS. EWALD: I believe so, Your Honor.

THE COURT: All right.

MS. EWALD: Thank you. And so the OGCS company was retained as an outside expert to come in and look at both the issue of allocability, i.e. --

THE COURT: So you're saying that in April of 2018, they were retained as an outside expert?

MS. EWALD: Yes, as an outside consulting expert.

THE COURT: Okay.

MS. EWALD: And so they were initially brought in to look at what I would call allocability, which is part of looking at the charges and saying are they properly allocable to this contract. And that is the -- part of the audit that was done, I believe, from April to the June time frame, and then in June of 2018, the outside and in-house counsel became involved in overseeing OGCS's work to review what would be more properly described as allowability, were these costs allowable under the term of the contract, and that is what OGCS then was looking at to determine whether what had already been paid in advance was truly appropriate charges under the contract.

And this all came to a head in early -- early October of 2018, when Welded submitted an advance payment

the contract.

And what we have also learned through discovery is that --

THE COURT: Well, wait. I'm not sure why it's relevant.

MS. EWALD: I will tie it to the motion for summary judgment, where the Phil Burke affidavit was -- which is the issue that is underlying all of this work product, the work product question.

So in May of 2019, Welded filed the complaint against Transco as an adversary proceeding in bankruptcy seeking $71 million. We have also learned through discovery based on the corporate representative's testimony that that was inadvertently double-counted by $17 million. However, prior to any of this discovery, Welded filed a partial motion for summary judgment in October of 2019 without showing any of the documents that we have seen through discovery regarding the net cash flow of 84-and-a-half million dollars they had from Transco for the ASR project that they had used for other things. And when they filed for the motion for summary judgment in October of 2019, we also did not know that their complaint was overstated by $17 million.

THE COURT: Why is that relevant?

MS. EWALD: They're all things that we have

anticipation of litigation and as a consultant with regard to the litigation is very, very troubling, and I understand why a judge would rely on a representation that an independent auditor had put on the record facts that countered the plaintiff's motion for summary judgment and rule the way Judge Sontchi did.

And so making those representations, submitting the Burke affidavit as the defendants did as a sword in litigation, it's my estimation and consistent with what Judge Sontchi found constitutes a waiver, and it constitutes a "complete waiver." I felt that was the appropriate language to use in this case.

As far as the arguments for substantial need, they're inapposite. I think they apply outside of the waiver context. I think the Judge Sontchi decision was consistent. Now, could he have stated more on the record? I guess he could have identified particular pages that he said in the summary judgment opinion that it was an independent audit. It seems to me, especially in the context of a busy court and a court where the facts weren't really -- it wasn't necessary, I should say, to identify the specific page numbers of his brief. I think his decision was sufficient, and frankly I think it was appropriate. So for that reason, I don't think he committed a clear error of law and I'm going to deny the petition for mandamus. All

THE COURT: I wish I knew more about bankruptcy law. It would probably make it easier to converse with you all, but that's where we are.

Okay. Now, you're going to get me the order on the withdrawal of the reference. I'm going to enter an oral order today on the docket that will just say that I am denying the motion for leave for interlocutory appeal and also I believe the writ mandamus for the reasons articulated by the Court today. Okay?

All right. Thank you, all. Have a good day.

MR. NEIBURG: Thank you, Your Honor.

(Hearing concluded at 12:51 p.m.)

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