

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Chapter 11
Debtors.	)	Case No. 18-12378 (CSS)
	)	(Jointly Administered)

**CERTIFICATION OF COUNSEL REGARDING *PROPOSED*  
ORDER APPROVING STIPULATION RESOLVING  
ADMINISTRATIVE EXPENSE CLAIM OF PIPELINE  
MACHINERY INTERNATIONAL, LP**

Following the July 31, 2020 Effective Date of the *First Amended Plan* (the “**Plan**”)<sup>2</sup> of *Welded Construction, L.P.* (“**Welded**”) and *Welded Construction Michigan, LLC* (together with *Welded*, collectively, the “**Debtors**,” and after the Effective Date, the “**Post-Effective Date Debtors**”), PipeLine Machinery International, LP (“**PLM**”) informally asserted entitlement to certain alleged Administrative Claims against *Welded* arising after April 1, 2019 from the Debtors’ return of certain equipment that PLM leased to the Debtors (collectively, the “**Post-Petition Claims**”).

The Post-Effective Date Debtors, through Cullen D. Speckhart, solely in her capacity as Plan Administrator, and PLM have worked together to resolve the Post-Petition Claims. As a result of those discussions, the Post-Effective Date Debtors and PLM have reached a resolution of such matters, which is embodied in the stipulation annexed as Exhibit 1 (the “**Stipulation**”) to the proposed form of order attached hereto as Exhibit A (the “**Proposed Order**”).

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Plan.



The Post-Effective Date Debtors submit that entry of the Proposed Order and approval of the Stipulation is consistent with the Claim resolution provisions of the Plan, the discussions with counsel for PLM and in the best interests of the Welded estate and its creditors, and is therefore appropriate. Counsel for PLM has consented to the Court's entry of the Proposed Order, and the Office of the United States Trustee for the District of Delaware does not object to the Court's entry of the Proposed Order under certification of counsel.

Accordingly, the Post-Effective Date Debtors respectfully request that the Court enter the Proposed Order at its earliest convenience without further notice or a hearing.

Dated: September 4, 2020  
Wilmington, Delaware

**BLANK ROME LLP**

/s/ Josef W. Mintz

Josef W. Mintz (DE No. 5644)

Jose F. Bibiloni (DE No. 6261)

1201 N. Market Street, Suite 800

Wilmington, Delaware 19801

Telephone: (302) 425-6400

Facsimile: (302) 425-6464

Email: [Mintz@BlankRome.com](mailto:Mintz@BlankRome.com)

[JBibiloni@BlankRome.com](mailto:JBibiloni@BlankRome.com)

Michael B. Schaedle (admitted *pro hac vice*)

John E. Lucian (admitted *pro hac vice*)

One Logan Square

130 North 18th Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 569-5500

Facsimile: (215) 569-5555

Email: [Schaedle@BlankRome.com](mailto:Schaedle@BlankRome.com)

[Lucian@BlankRome.com](mailto:Lucian@BlankRome.com)

*Counsel to the Post-Effective Date Debtors*

**EXHIBIT A**

**Proposed Order**



based upon the representations of the in the Certification of Counsel; and good and sufficient cause appearing therefor under the circumstances; it is hereby **ORDERED, ADJUDGED, AND**

**DECREED THAT:**

1. The Stipulation is hereby approved in all respects.
2. The Post-Effective Date Debtors and Plan Administrator are hereby authorized to take any and all actions necessary or appropriate to effectuate the terms of the Stipulation.
3. The claims agent for these Chapter 11 Cases is authorized and directed to modify the official claims register maintained by the claims agent for such cases to comport with the terms of this Order and the Stipulation.
4. This Order shall become effective immediately upon its entry and shall not be stayed notwithstanding anything in the Federal Rules of Bankruptcy Procedure to the contrary.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order and the Stipulation.

**EXHIBIT 1**

**Stipulation**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>  <div style="text-align: center;">Debtors.</div>	) ) ) ) ) )	Chapter 11  Case No. 18-12378 (CSS)  (Jointly Administered)
--	----------------------------	---

**STIPULATION RESOLVING ADMINISTRATIVE EXPENSE  
CLAIM OF PIPELINE MACHINERY INTERNATIONAL, LP**

This stipulation (this “**Stipulation**”) is entered into by and among the above-captioned reorganized debtors (together, the “**Debtors**,” and after the Effective Date the “**Post-Effective Date Debtors**”) and Pipeline Machinery International, LP (“**PLM**,” and together with the Post-Effective Date Debtors, the “**Parties**”).

**RECITALS**

A. On October 22, 2018 (the “**Petition Date**”), the Debtors filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), thereby commencing the above-captioned chapter 11 cases (together, the “**Chapter 11 Cases**”).

B. On June 25, 2020, the Court entered its *Findings of Fact, Conclusions of Law, and Order Confirming the Amended Chapter 11 Plan* (the “**Plan**”)<sup>2</sup> of *Welded Construction, L.P. and Welded Construction Michigan, LLC* [Dkt. No. 1505].

C. On July 31, the Effective Date of the Plan occurred and, among other things, pursuant to that certain Plan Administrator Agreement between the Debtors and Cullen D.

---

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not defined herein shall have the meanings assigned to them in the Plan.

Speckhart, Ms. Speckhart became the Plan Administrator of the Post-Effective Date Debtors. *See* Docket No. 1555. The Plan Administrator is presently managing the Post-Effective Date Debtors' affairs pursuant to the Plan and Plan Administrator Agreement.

D. Pursuant to the Plan, Administrative Claims against the Debtors arising on and after April 1, 2019 are due to be asserted no later than thirty-five days after the Effective Date, or September 4, 2020. *See id.*

E. Debtor Welded Construction, L.P. ("**Welded**") and PLM were previously party to that certain Master Rental Contract, dated May 5, 2017 (as amended, supplemented and modified from time to time, and together with all schedules thereto, the "**Agreement**").

F. The Agreement terminated prior to the Effective Date of the Plan.

G. Following the Effective Date, PLM informally alleged certain Administrative Claims due from Welded arising after April 1, 2019 from Welded's return of certain equipment that PLM leased to the Debtors (collectively, the "**Post-Petition Claims**"). PLM provided Welded with invoices documenting the Post-Petition Claims totaling \$15,729.80. Copies of the invoices comprising the Post-Petition Claims are attached as **Exhibit 1** hereto.

H. Prior to the execution of this Stipulation, the Parties have engaged in arms'-length and good-faith negotiations with respect to the Post-Petition Claims.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation and with the intent to be legally bound, the Parties do hereby agree as follows:

1. This Stipulation is conditioned upon the Court's entry of an order, substantially in the form attached hereto as **Exhibit 2** (the "**Approval Order**"), approving this Stipulation without notice and hearing, as authorized pursuant to Article 8.1 of the Plan, and the Parties shall use their commercially reasonable efforts to promptly obtain entry of the Approval Order.

2. In full and final satisfaction and resolution of the Post-Petition Claims and any and all other Administrative Claims that have been, could have been or could be asserted by PLM (and any person or entity claiming by or through PLM) against the Debtors and their estates, their insurers, the owners of the pipeline projects that the Debtors constructed, and any sureties relating to these projects as of the date hereof or hereafter arising from or related to the Post-Petition Claims, and any and all other administrative expense claims pursuant to sections 365 or 503 of the Bankruptcy Code or otherwise against the Debtors: PLM shall have an Allowed Administrative Claim in the aggregate amount of \$13,057.58 (the “**Allowed Administrative Claim**”), which Allowed Administrative Claim shall be paid within seven (7) days of the entry of the Approval Order.

3. PLM represents and warrants that PLM has not sold, assigned, pledged, or otherwise transferred the Post-Petition Claims or any part thereof.

4. The recitals stated above constitute and form an integral part of this Stipulation and are incorporated by reference as if set forth herein in full.

5. The undersigned are duly authorized and empowered to execute this Stipulation.

6. The Parties have participated in and jointly consented to the drafting of this Stipulation, and any claimed ambiguity shall not be construed for or against either of the Parties on account of such drafting.

7. This Stipulation and all of its terms shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, permitted successors and assigns, and all persons and entities claiming by or through the Parties, including any subsequently appointed Plan Administrator or representative of the Debtors.

8. The Parties consent and submit to the exclusive jurisdiction of the Court over any actions or proceedings relating to the enforcement or interpretation of this Stipulation and the Approval Order. Any Party bringing such action or proceeding shall bring such action or proceeding in the Court, to which the Parties hereby consent to the Court entering a final judgment in any such action or proceeding, the outcome of which (including all appeals), shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

9. This Stipulation and all claims and disputes arising out of or in connection with this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles to the extent such principles would apply a law other than that of the State of Delaware.

10. Except as otherwise provided herein, this Stipulation constitutes the entire agreement of the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements among the Parties concerning such subject matter. The Parties acknowledge that this Stipulation is not being executed in reliance on any oral or written agreement, promise, or representation not contained herein. Any amendment to this Stipulation must be in a writing signed by both of the Parties.

11. To the extent applicable, the claims agent for the Chapter 11 Cases is authorized and directed to modify the official claims register maintained by the claims agent for such cases to comport with the terms of this Stipulation.

12. This Stipulation may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both of the Parties need not appear on the same counterpart.

**WELDED CONSTRUCTION, L.P.**, on behalf of the Debtors

By:  /s/ Cullen D. Speckhart

Name: Cullen D. Speckhart, Esq.

Title: Plan Administrator

Dated: September 2, 2020

**PIPELINE MACHINERY INTERNATIONAL, LP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**WELDED CONSTRUCTION, L.P.**, on behalf of the Debtors

By: \_\_\_\_\_  
Name: Cullen D. Speckhart, Esq.  
Title: Plan Administrator  
Dated: \_\_\_\_\_, 2020

**PIPELINE MACHINERY INTERNATIONAL, LP**

By: M. Ted Hill  
Name: M. TED HILL  
Title: CEO  
Dated: September 2, 2020

**EXHIBIT 1**

**Invoices for Post-Petition Claims**

**PipeLine  
Machinery**



**15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429  
713-939-0007  
713-939-0009**

Remit To:  
15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429

Job Site: POTTSVILLE, PA  
WELDED CONSTRUCTION, LP  
POTTSVILLE, PA 17901

**WORK ORDER INVOICE**

Invoice#.... 9039034-0001  
Date..... 5/07/19  
Customer #.. 5254  
Job Loc..... POTTSVILLE, PA  
Job No..... 2017-01  
P.O. #..... 72753  
Authorized.. DAVID BURNETT  
Received on. 5/07/19  
Finished on. 5/07/19  
Last con/cus 44675/5524

Bill To:  
WELDED CONSTRUCTION, LP  
P O BOX 470  
PERRYSBURG, OH 43552

Sales Rep:

Equip #	Make	Model	Serial #	Description
PLT130162	CAT	D8T	FCT01117	D8T DOZER W/WINCH

WORK PERFORMED:

CLEANING \$1480.00  
REMOVE DECALS \$493.33  
TOUCH UP PAINTED PARTS \$822.22  
REPLACE MISSING DRAWBAR PARTS \$211.23  
REPAIR DAMAGED LIGHTS \$766.70  
REPAIR BROKEN BOLTS ON BLADE \$1731.43

Outside Labor	OHIO CAT	5,504.91
Total Labor		5,504.91
Tax		330.29
Total Amount		5,835.20

QACXAG3N30  
WELDED CONSTRUCTION, LP  
CYPRESS  
713-939-0007

KARI LOPEZ  
8/03/20  
15:18 RACHEL RKRASULA@WELDED.C

**PipeLine  
Machinery**



**15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429  
713-939-0007  
713-939-0009**

Remit To:  
15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429

Job Site: CLARINGTON, OH 2018-01 MXP  
WELDED CONSTRUCTION, LP  
43840 STATE RT 7  
CLARINGTON, OH 43915

**WORK ORDER INVOICE**

Invoice#.... 9039035-0001  
Date..... 5/07/19  
Customer #.. 5254  
Job Loc..... CLARINGTON, OH 2018-0  
Job No..... 2018-01 MXP  
P.O. #..... 73209-1  
Authorized.. OHIO CAT  
Received on. 5/07/19  
Finished on. 5/07/19  
Last con/cus 39006/5254

Bill To:  
WELDED CONSTRUCTION, LP  
P O BOX 470  
PERRYSBURG, OH 43552

Sales Rep:

Equip #	Make	Model	Serial #	Description
PLT120345	CAT	D7ELGP W	TJA01133	D7E LGP DOZER
WORK PERFORMED:				
CLEANING			\$1151.11	
REPAIR GRILL			\$1041.72	
REPAIR CYLINDER GUARD			\$416.33	
REMOVE DECALS			\$328.89	
Outside Labor	OHIO CAT			2,938.05
	Total Labor			2,938.05
	Tax			213.01
	Total Amount			3,151.06
QACXXPR1FF			KARI LOPEZ	
WELDED CONSTRUCTION, LP			8/03/20	
CYPRESS			15:18 RACHEL RKRASULA@WELDED.C	
713-939-0007				

**PipeLine Machinery**



**15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429  
713-939-0007  
713-939-0009**

Remit To:  
15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429

Job Site: CLARINGTON, OH 2018-01 MXP  
WELDED CONSTRUCTION, LP  
43840 STATE RT 7  
CLARINGTON, OH 43915

**WORK ORDER INVOICE**

Invoice#.... 9039036-0001  
Date..... 5/07/19  
Customer #.. 5254  
Job Loc..... CLARINGTON, OH 2018-0  
Job No..... 2018-01 MXP  
P.O. #..... 78156-1  
Authorized.. DAVID BURNETT  
Received on. 5/07/19  
Finished on. 5/07/19  
Last con/cus 39552/5254

Bill To:  
WELDED CONSTRUCTION, LP  
P O BOX 470  
PERRYSBURG, OH 43552

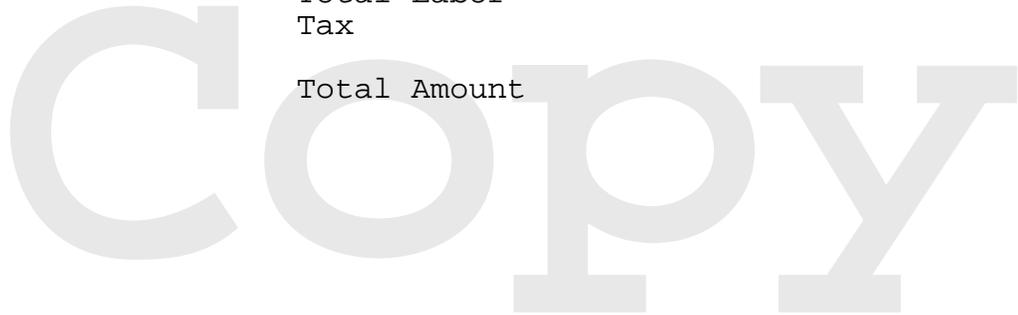
Sales Rep:

Equip #	Make	Model	Serial #	Description
PLN170268	CAT	D8T W	FMC01168	D8T DOZER W/WINCH

WORK PERFORMED:

CLEANING \$1233.33  
REPLACE MISSING LIGHTS \$1272.13

Outside Labor	OHIO CAT	2,505.46
Total Labor		2,505.46
Tax		181.65
Total Amount		2,687.11



QACXMWH7RS  
WELDED CONSTRUCTION, LP  
CYPRESS  
713-939-0007

KARI LOPEZ  
8/03/20  
15:19 RACHEL RKRASULA@WELDED.C

**PipeLine  
Machinery**



**15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429  
713-939-0007  
713-939-0009**

Remit To:  
15434 CYPRESS N. HOUSTON  
CYPRESS, TX 77429

Job Site: CLARINGTON, OH 2018-01 MXP  
WELDED CONSTRUCTION, LP  
43840 STATE RT 7  
CLARINGTON, OH 43915

**WORK ORDER INVOICE**

Invoice#.... 9039060-0001  
Date..... 5/29/19  
Customer #.. 5254  
Job Loc..... CLARINGTON, OH 2018-0  
Job No..... 2018-01 MXP  
P.O. #.....  
Authorized.. DAVID BURNETT  
Received on. 5/29/19  
Finished on. 5/29/19  
Last con/cus 39551/5254

Bill To:  
WELDED CONSTRUCTION, LP  
P O BOX 470  
PERRYSBURG, OH 43552

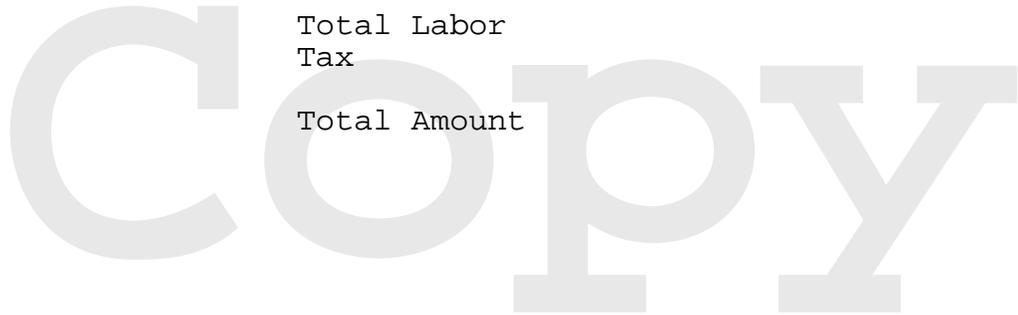
Sales Rep:

Equip #	Make	Model	Serial #	Description
PLN170263	CAT	D8T W	FMC01172	D8T DOZER W/WINCH

WORK PERFORMED:

CLEANING \$1480.00  
REMOVE BRACKET ON BLADE \$1973.33  
REMOVE DECALS \$328.89

Outside Labor	OHIO CAT	3,782.22
Total Labor		3,782.22
Tax		274.21
<b>Total Amount</b>		<b>4,056.43</b>



QACXZP51LR  
WELDED CONSTRUCTION, LP  
CYPRESS  
713-939-0007

KARI LOPEZ  
8/03/20  
15:19 RACHEL RKRASULA@WELDED.C

**EXHIBIT 2**

**Approval Order**



Debtors' business judgment; and based upon the representations of the in the Certification of Counsel; and good and sufficient cause appearing therefor under the circumstances; it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Stipulation is hereby approved in all respects.
2. The Post-Effective Date Debtors are hereby authorized to take any and all actions necessary or appropriate to effectuate the terms of the Stipulation.
3. The claims agent for these Chapter 11 Cases is authorized and directed to modify the official claims register maintained by the claims agent for such cases to comport with the terms of this Order and the Stipulation.
4. This Order shall become effective immediately upon its entry and shall not be stayed notwithstanding anything in the Federal Rules of Bankruptcy Procedure to the contrary.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order and the Stipulation.