

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

---

In re:	)	
	)	Chapter 11
	)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Case No. 18-12378 (CSS)
	)	
	)	(Jointly Administered)
Debtors.	)	
	)	<b>Related Docket No. 1758</b>

---

**CERTIFICATION OF COUNSEL REGARDING  
STIPULATION BETWEEN THE POST-EFFECTIVE DATE  
DEBTORS AND OPERATING ENGINEERS LOCAL 324  
FRINGE BENEFIT FUNDS REGARDING CLAIM 603**

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”), the Post-Effective Date Debtors, through Cullen D. Speckhart, solely in her capacity as Plan Administrator, and the Operating Engineers Local 324 Fringe Benefit Fund (“Claimant”) (together with the Post-Effective Date Debtors, the “Parties”) engaged in discussions to consensually resolve the Debtors’ *Thirteenth (13th) Omnibus (Substantive) Objection to Claims Pursuant to Section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1* [Dkt. No. 1758] as to the proof of claim asserted by Claimant in the Chapter 11 Cases.

The Parties have agreed to the terms and conditions of that certain *Stipulation Between the Post-Effective Date Debtors and the Operating Engineers Local 324 Fringe Benefit Fund*

---

<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 Stipulation.



18123782110210000000000002

*Regarding Claim 603* (the “Stipulation”) annexed as Exhibit 1 to the proposed form of order attached hereto as **Exhibit A** (the “**Proposed Order**”).

The Post-Effective Date Debtors submit that entry of the Proposed Order and approval of the Stipulation is in the best interests of the Post-Effective Date Debtors and their estates and creditors and is therefore appropriate. Counsel for Claimant has consented to the Court’s entry of the Proposed Order.

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

Dated: October 21, 2021  
Wilmington, Delaware

**BLANK ROME LLP**

/s/Josef W. Mintz

Josef W. Mintz (DE No. 5644)  
Jose F. Bibiloni (DE No. 6261)  
1201 Market Street, Suite 800  
Wilmington, Delaware 19801  
Telephone: (302) 425-6400  
Facsimile: (302) 425-6464  
Email: Josef.Mintz@BlankRome.com  
Jose.Bibiloni@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: Michael.Schaedle@BlankRome.com  
John.Lucian@BlankRome.com

*Counsel to the Post-Effective Date Debtors*

**Exhibit A**  
Proposed Order

**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 (CSS)

(Jointly Administered)

**Related Docket No. 1758**

**ORDER APPROVING THE STIPULATION  
BETWEEN THE POST-EFFECTIVE DATE  
DEBTORS AND OPERATING ENGINEERS LOCAL 324  
FRINGE BENEFIT FUNDS REGARDING CLAIM 603**

Upon consideration of the *Stipulation Between the Post-Effective Date Debtors and the Operating Engineers Local 324 Fringe Benefit Fund Regarding Claim 603* (the “**Stipulation**”), a copy of which is attached hereto as **Exhibit 1**; and the Court having determined that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; (b) venue is proper in this district pursuant to 28 U.S.C. § 1409; (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (d) notice of the Stipulation was sufficient under the circumstances; and after due deliberation, the Court, having determined that good and adequate cause exists for approval of the Stipulation:

**IT IS HEREBY ORDERED THAT:**

1. The Stipulation is approved.
2. This Court retains jurisdiction over any and all issues arising from or related to the implementation of this order.

**Exhibit 1**  
Stipulation

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

In re:	)	
	)	Chapter 11
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Case No. 18-12378 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Related Docket No. 1758</b>

**STIPULATION BETWEEN THE POST-EFFECTIVE DATE  
DEBTORS AND OPERATING ENGINEERS LOCAL 324 FRINGE BENEFIT FUNDS  
REGARDING CLAIM 603**

The Post-Effective Date Debtors, by and through the Plan Administrator on the one hand, and the Operating Engineers Local 324 Fringe Benefit Funds, (“Claimant” and together with the Post-Effective Date Debtors, each a “Party” and collectively, the “Parties”), on the other hand, hereby enter into this stipulation (“Stipulation”) with respect to the settlement of Claimant’s proof of claim 603 filed in these Chapter 11 Cases (“Claim 603”).<sup>2</sup>

**RECITALS**

**WHEREAS**, on October 22, 2018 (the “Petition Date”), each of the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

**WHEREAS**, on February 28, 2019, Claimant asserted Claim 603 against Debtor Welded Constriction, L.P. seeking \$23,047.58 for alleged unpaid benefit contributions and liquidated damages associated with alleged late paid fringe benefit contributions.

---

<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 meaning set forth in the Plan (defined below).

**WHEREAS**, on June 25, 2020, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* [D.I. 1505] confirming the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* (as confirmed, the “Plan”).

**WHEREAS**, the Effective Date of the Plan occurred on July 31, 2020.

**WHEREAS**, on August 2, 2021, the Post-Effective Date Debtors filed their *Thirteenth (13th) Omnibus (Substantive) Objection to Claims Pursuant to Section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1* [Dkt. No. 1758] (the “Objection”).

**WHEREAS**, the Objection opposes the allowance of Claim 603 because, *inter alia*, the Post-Effective Date Debtors’ books and records do not reflect any amounts are owed to Claimant and Claim 603 fails to attach sufficient documentation to demonstrate an entitlement to a Claim against the Post-Effective Date Debtors.

**WHEREAS**, following the filing of the Objection, the Parties engaged in discussions and informal discovery concerning Claim 603 and Claimant provided the Post-Effective Date Debtors with certain information regarding Claim 603 and the amounts claimed thereunder.

**WHEREAS**, the Parties have engaged in extensive, good faith, and arms’ length negotiations, have reached an agreement, and now wish to resolve the Objection as to Claim 603 on the terms and conditions set forth herein.

### **AGREEMENT**

**NOW, THEREFORE**, with the foregoing background incorporated by reference, the Parties, intending to be bound, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the Parties as follows:

1. This Stipulation becomes effective upon the date that it is approved by a Final Order of the Court (the “Stipulation Date”).

2. Upon the Stipulation Date, Claim 603 shall be reduced and Allowed as a non-priority General Unsecured Claim in Class 4 of the Plan in the amount of \$12,182.29, which amount shall be paid by the Post-Effective Date Debtors in accordance with the terms of the Plan.

3. In accordance with the Plan, the ultimate payment of Claim 603, and Claimant’s receipt and bank clearance of said payment as set forth herein, shall be in full and final satisfaction, settlement and release of Claim 603 and all amounts that could be asserted by Claimant against the Post-Effective Date Debtors arising from the beginning of the world through and including the Stipulation Date.

4. On the Stipulation Date, KCC, the claims agent appointed in these Chapter 11 Cases (the “Claims Agent”), shall be directed to amend the claims register to reflect the treatment of Claims 603 as set forth in this Stipulation, and, upon the ultimate payment of Claim 603 in the reduced amount set forth above and Claimant’s receipt and bank clearance of said payment, the Claims Agent shall mark Claim 603 fully paid, satisfied and released, pursuant to the Plan.

5. The Parties acknowledge that each and every covenant, warranty, release and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, subsidiaries, employees, officers, directors, assigns, and successors in interest of the Parties, including, but not limited to, subsequent transferees or appointed representatives of the Post-Effective Date Debtors’ estates.

6. This Stipulation is the entire agreement between the Parties hereto with respect of the subject matter hereof. This Stipulation supersedes any and all agreements, whether written or oral, that may have previously existed between the Parties with respect to the matters set forth in



this Stipulation. No statements, promises, or representations have been made by any Party to any other, or relied upon, and no consideration has been offered, promised, expected or held out other than as may be expressly provided herein.

7. Any ambiguities are not to be construed against either Party solely due to the identity of the drafter.

8. This Stipulation shall not be modified, altered or amended without the proper written consent of all Parties hereto.

9. This Stipulation shall be binding upon the successors and assigns of the Parties hereto, including trustees and estate representatives.

10. Each person signing this Stipulation represents and warrants that s/he has been duly authorized and has the requisite authority to execute and deliver this Stipulation on behalf of such Party and to bind her/his respective Party to the terms and conditions of the Stipulation.

11. This Stipulation may be executed in counterparts by counsel, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Stipulation. Delivery of an executed counterpart of a signature page of this Stipulation by telecopy or electronic mail in PDF shall be as effective as delivery of a manually executed copy of this Stipulation.

12. The Court shall retain jurisdiction to enforce the terms and conditions of this Stipulation to the full extent allowed under law.

*[Remainder of Page Intentionally Left Blank]*

AGREED TO IN SUBSTANCE AND FORM THIS 19 DAY OF October 2021:

**BLANK ROME LLP**

/s/Josef W. Mintz

Josef W. Mintz (DE No. 5644)  
Jose F. Bibiloni (DE No. 6261)  
1201 Market Street, Suite 800  
Wilmington, Delaware 19801  
Telephone: (302) 425-6400  
Facsimile: (302) 425-6464  
[Josef.Mintz@blankrome.com](mailto:Josef.Mintz@blankrome.com)

-and-

Michael B. Schaedle (*pro hac vice*)  
John E. Lucian (*pro hac vice*)  
One Logan Square  
130 N. 18th Street  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 569-5500  
Facsimile: (215) 569-5555

*Counsel to the Post-Effective Date Debtors*

**MORRIS JAMES LLP**

/s/Carl N. Kunz

Carl N. Kunz, III, Esq. (DE No. 3201)  
500 Delaware Avenue, Suite 1500  
Wilmington, DE 19801  
Telephone: 302.888.6811  
Facsimile: 302.571.1750  
[ckunz@morrisjames.com](mailto:ckunz@morrisjames.com)

-and-

**MADDIN HAUSER ROTH & HELLER P.C.**

Craig Zucker, Esq.  
David Eisenberg, Esq.  
28400 Northwestern Highway,  
Suite 200-Essex Centre  
Southfield, MI 48034  
Telephone: (248) 827-1879  
Facsimile: (248) 359-7561  
[DEisenberg@maddinhauser.com](mailto:DEisenberg@maddinhauser.com)

*Counsel to Claimant*