

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

In re:  WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>  Debtors.	Chapter 11  Case No. 18-12378 (CSS)  (Jointly Administered)
EARTH PIPELINE SERVICES, INC.,  Plaintiff,  v.  COLUMBIA GAS TRANSMISSION, LLC, WELDED CONSTRUCTION, L.P.,  Defendants.	Adv. Pro. No. 19-50274 (CSS) Adv. Pro. No. 19-50275 (CSS)  (Consolidated)
WELDED CONSTRUCTION, L.P.,  Plaintiff,  v.  EARTH PIPELINE SERVICES, INC.  Defendant.	Adv. Proc. No. 20-50612 (CSS)  (Consolidated)

**WELDED CONSTRUCTION, L.P.'S NOTICE OF RULE 30(b)(6) DEPOSITION OF  
EARTH PIPELINE SERVICES, INC.**

**PLEASE TAKE NOTICE** that, pursuant to Rules 26 and 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to this adversary proceeding by Rules 7026 and 7030 of the Federal Rules of Bankruptcy Procedure, plaintiff Welded Construction, L.P. ("Welded"), by and through its undersigned attorneys, will take the deposition upon oral examination of defendant

<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.



Earth Pipeline Services, Inc. (“Earth”) through one or more officers, directors, or managing agents, or other representatives who shall be designated to testify on behalf of Earth, regarding the subject matters set forth in the attached **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that the deposition shall be held remotely via Zoom, commencing at **9:30 a.m. (ET) on November 18, 2021**, or at such other time as agreed upon by the parties, and shall continue from day to day until completed. The deposition will be taken pursuant to all applicable rules of the Court before a notary public or other such person authorized by law to administer oaths. The deposition will be recorded by stenographic means and may also be recorded by sound and visual means.

Dated: November 3, 2021  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,  
LLP**

*/s/ Kevin A. Guerke*

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**EXHIBIT A**

**DEFINITIONS**

The following definitions shall apply to the topics set forth below:

1. The terms “all” and “each” shall be construed as all and each.
2. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request all responses that might otherwise be construed to be outside of its scope.
3. The term “Answer” shall refer to *Answer of Earth Pipeline Services, Inc. to the Complaint and Objection to Proof of Claim Number 592* [Adv. Docket 20-50612 No. 4].
4. The term “CGT” shall refer to Columbia Gas Transmission, LLC, along with its successors, assigns, subsidiaries, divisions, affiliates, officers, directors, trustees, agents, employees, and representatives (in each case, whether foreign or domestic, and whether direct or indirect), and any person in possession of information obtained for or on behalf of any of the foregoing.
5. The term “Claim No. 592” shall mean proof of claim number 592 filed by Earth in Welded’s chapter 11 case in the amount of \$3,650,300.42.
6. The term “Earth’s Second Amended Complaint” shall mean Earth’s *Second Amended Complaint* [Adv. 19-50274 Docket No. 55].
7. The term “Communication” and “Communications” include without limitation any oral communication, whether transmitted in meetings, by telephone, telegraph, telex, cable, tape recordings, voicemail or otherwise, and all written communications, including communications by email, text message, or other Internet-based or electronic communications system.
8. The term “Welded’s Complaint” refers to the *Complaint and Objection to Proof of*

*Claim Number 592 Filed by Earth Pipeline Services, Inc.* dated May 27, 2020 [Adv. Docket 20-50612 No. 1], and any amended complaint that may be filed in the Action.<sup>2</sup>

9. The term “concerning” means relating to, referring to, describing, evidencing or constituting.

10. The term “Earth” shall mean Earth Pipeline Services, Inc. and its past and present successors, assigns, subsidiaries, divisions, affiliates, officers, directors, trustees, agents, employees, and representatives (in each case, whether foreign or domestic, and whether direct or indirect), and any person in possession of information obtained for or on behalf of any of the foregoing.

11. The terms “include” or “including” shall mean including but not limited to.

12. The term “Action” shall refer to the above-captioned consolidated legal action, including all claims, proof of claims, causes of action, cross-claims, counterclaims and defenses asserted by and between the parties in the Action.

13. The term “person” means any natural person, corporation, partnership, proprietorship, association, joint venture, firm or other business enterprise or legal entity in whatever form. It means both the singular and plural.

14. The term “Welded” shall refer to Welded Construction, L.P. and all of its present and former agents, attorneys, employees, officers, partners, directors and representatives.

15. The term “Project” shall refer to the planning, design, construction, inspection, observation and all other work and services associated with the Mountaineer Express Pipeline Project described in Welded’s Complaint.

16. The term “Steep Slope Work Specification” shall refer to the Steep Slope Work

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in Welded’s Complaint.

Specification(s), discussed, among other places, in paragraphs 10 and 11 of Welded's Complaint.

17. The term "Subcontracts" shall refer to the two (2) subcontracts between Welded and Earth: Subcontract No. 2018-01-01.1 and Subcontract No. 2018-01-01.2.

18. The term "representative" shall mean any person acting or purporting to act for or on behalf of any other "person."

19. The term "statement" means any oral or written expression however communicated or recorded.

20. The term "You" and/or "Your" shall refer to Earth and its successors, assigns, subsidiaries, divisions, affiliates, officers, directors, trustees, agents, employees, and representatives (in each case, whether foreign or domestic, and whether direct or indirect), and any person in possession of information obtained for or on behalf of any of the foregoing.

21. The use of the singular form of any word includes the plural and vice versa.

## **TOPICS FOR EXAMINATION**

### **SUBCONTRACTS**

1. Negotiations and terms of the Subcontracts, including the basis for the representations made by Earth therein.

2. Earth's interpretation, understanding, and implementation of the Subcontracts.

3. Earth's interpretation and understanding regarding whether the Steep Slope Work Specification was incorporated into the Subcontracts and/or constitutes a change.

4. Earth's submission of any and all change requests, change orders, or other requests for change in the scope of work or amount of compensation.

5. Communications concerning the Subcontracts and Earth's performance thereunder.

6. Earth's performance under the Subcontracts.

7. Earth's contractual compliance concerning any change requests, change orders, change directives, or other requests to change the scope of work or amount of compensation.

8. Earth's calculation of any change requests, change orders, change directives, or other requests to change the scope of work or amount of compensation.

**MXP PROJECT AND EARTH'S WORK THEREON**

9. Communications within Earth or between Earth, Columbia Gas, and/or Welded relating to the Subcontracts and/or work performed on the MXP project.

10. The facts and circumstances concerning the Subcontracts' Project Schedule, including any revisions or adjustments thereto.

11. Communications concerning the Subcontracts' Project Schedule, including any revisions or adjustments thereto.

12. The facts and circumstances related to any delays concerning the Earth's start date for work on the MXP project.

13. The facts and circumstances concerning any delays concerning Earth's work on the MXP project after Earth began work on Spread 1, including, without limitation, any delays associated with Earth's safety incidents.

14. The facts and circumstances concerning Welded's issuance of the Change Directives to Earth.

15. The facts and circumstances concerning Earth's compliance and performance with the Steep Slope Work Specification.

16. The safety and operating procedures in effect during Earth's performance on the MXP project, including but not limited to any standard procedures for work on steep slope terrain.

17. Earth's knowledge of Welded's procurement of replacement subcontractors hired to perform hand felling and mechanical clearing work on Spread 1 of the MXP project.

18. Earth's staffing of the MXP project, including hiring, training, and supervision practices.

19. The facts and circumstances concerning Earth's termination.

20. Earth's hiring, training, and supervision criteria, practices, and procedures concerning employees and/or contractors who performed work on the MXP project.

21. Earth's investigations into safety incidents involving Earth personnel on the MXP project.

#### **CLAIM NO. 592**

22. The factual bases for and preparation of Claim No. 592, including, without limitation, Earth's calculations of the alleged amounts due thereunder.

23. The facts and circumstances concerning the actual costs to complete Earth's work on the MXP project.

#### **MECHANIC'S LIEN**

24. Earth's Mechanics Lien Action and the claims alleged therein, including but not limited to the diligence Earth performed on its mechanic's lien claims before it filed the Mechanics Lien Action.

**PREFERENTIAL TRANSFERS**

25. The facts and circumstances concerning the threatening and settlement of Earth's lien notice, which notice provided that if Welded did not pay certain outstanding payment amounts to Earth by August 9, 2018, Earth would file a lien on the MXP project.

26. Welded and Earth's invoicing and payment practice under the Subcontracts.

**EARTH'S WORK ON OTHER PROJECTS**

27. Earth's work on other projects, including but not limited to the nature of the projects, the terrain of the projects, Earth's responsibilities on the projects, and any safety incidents on the projects.

Dated: November 3, 2021  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,  
LLP**

*/s/ Kevin A. Guerke*

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