

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

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

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**AFFIDAVIT OF PUBLICATION OF THE CONFIRMATION HEARING NOTICE  
IN USA TODAY**

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<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.



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**VERIFICATION OF PUBLICATION**

**COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX**

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Being duly sworn, Vanessa Salvo says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on Wednesday, May 13, 2020, the following legal advertisement – WELDED CONSTRUCTION, L.P.– was published in the national edition of USA TODAY.

  
Principal Clerk of USA TODAY  
May 13, 2020

# No football might not be doomsday for non-Power 5

**Hayes Gardner**  
The (Louisville) Courier Journal  
USA TODAY Network

LOUISVILLE, Ky. – The fall of 2020 is in jeopardy of having no college football. It feels almost like a doomsday statement and scenario, but it's true.

It's impossible to accurately predict four months from now, but the prospect is on the table. The state of Oregon is advising against large gatherings until at least October, and University of Kentucky epidemiologist Kathleen Winter told The Courier Journal last month that, while fall sports with fans is not impossible, it probably would not be likely due to the coronavirus.

And if it's unsafe for crowds of fans to sit near each other, will the NCAA allow and encourage unpaid student-athletes to touch and tackle each other? Like so much else, we don't know.

No college football could cause significant financial turmoil for large college athletic departments, which rely extensively on football revenue to fund other programs. But for non-Power Five, Division I schools, no football is not a doomsday financial scenario at all. In fact, those schools would likely be just fine, financially, without fall athletics.

"For us, not playing is somewhat, by the forecast that we've projected, a break-even proposition," Eastern Kentucky University athletic director Matt Roan said.

It's even less drastic for Morehead State. Like ECU, Morehead is a Football Championship Subdivision school, but while ECU football spends \$1.9 million on athletic scholarships, Morehead plays in the only Division I conference that does not offer football scholarships (the nationwide Pioneer Football League).

"It would be modest," MSU athletic director Jaime Gordon said of the financial impact of no fall sports.

Among FCS football programs, 98% lose money each year. In fact, those that lose money – all but three teams – have a median deficit of \$2.4 million. Their benefits from football instead are more intangible: exposure and school pride. Those programs would miss out on those aspects, and there would be lost revenue without a season, but that financial loss could be made up in saved expenditures like travel and operation costs across all fall sports.

Financial impacts to non-Power Five schools will not rival that at schools like Kentucky and Louisville.

"I think we would be impacted," Gordon said of a lack of fall sports, "but definitely not to the scale as the University of Kentucky that relies on a large percentage of their budget based on the football season and that revenue."

For these schools, it's other factors that would cause issue. If students aren't on campus, Gordon said, Morehead as an institution would struggle financially, which would harm athletic budgets.

Then there are guarantee games: non-conference games in which superior programs pay other schools to travel to them. If the coronavirus pushes the start of football back, there could be a scenario in which teams solely play a conference schedule, eliminating those early-season guarantee games.

For the little guy, that would be troublesome, at best.

"Without probably speculating too much, it just would not be good," ECU's Roan said. "Those guarantees, at our level, go to support not just the football program, but really our entire athletics enterprise."

Murray State's home football tickets were only budgeted to bring in \$102,000 in 2019. In comparison, guarantee games



Missouri State linemen warm up before a 2016 game against Murray State at Roy Stewart Stadium in Murray, Kentucky.

GUILLERMO HERNANDEZ MARTINEZ/SPRINGFIELD (MO.) NEWS-LEADER

were set to bring in that figure nearly tenfold in 2020: The Racers have contracts to earn \$325,000 from a game at Georgia State and \$600,000 from Louisville, for a total of \$925,000.

Murray athletic director Kevin Saal declined a request to be interviewed but offered this statement: "We are working toward a traditional fall semester while making necessary adjustments for a new normal."

Guarantee games are the bread-and-butter of other FCS budgets, too. ECU relies upon 2020 guarantee games at West Virginia and Youngstown State, and, Morehead – which budgeted to bring in \$27,000 in football gate receipts in 2019 – will make \$250,000 for a trip to FCS foe Montana this September.

Even at Western Kentucky, an FBS school, guarantees are essential. The school is set to make \$1.15 million from guaranteed games at Louisville and Indiana in 2020, just a bit under the \$1.35 million it budgeted to earn from ticket sales in 2019.

Should those guarantee games be canceled due to the coronavirus, the revenue would never change hands due to "force majeure" clauses in each contract, which frees both parties from obligation in the event of cancellation due to extraordinary circumstances. Louisville's contracts with schools even include "epidemics" in its list of culprits that could lead to the game's cancellation.

From a financial standpoint, not playing those games could be the worst-case scenario for the smaller programs – probably worse even than fall sports being canceled entirely. Still, Ohio Valley Conference Commissioner Beth DeBauche said this scenario wouldn't be catastrophic.

"The guarantee games absolutely do play an important role, financially, but also just for the spirit of the program," she said. "If we can't play those games, we certainly would be impacted by that, but we could figure out a way to survive that."

Universities are already planning to pinch pennies this fall. That will mean delaying new uniforms another year, taking buses instead of flights, traveling on the day of games, and limiting the number of people who travel with each team. At the conference level, there might be cuts to administrator travel, shortened schedules, or decreases to the number of teams participating in championships.

DeBauche said the OVC, whose members include ECU and Murray State, is planning for every scenario in football: playing without fans, delaying the start, playing with some schools and not others, no fall season at all, even taking a break from action in the middle of the season. Nothing is off the table.

"It's not too early to plan to plan," she said.

Schools have not indicated that cutting sports has been discussed. To maintain status as a Division I program, schools need to retain at least 14 varsity

sports; each Division I school in the state of Kentucky, except for Murray State, has more than 14 sports.

Cutting varsity scholarships has not been a consideration either, although not giving out 100% of allocated scholarships could be an option.

At the heart of every decision, DeBauche said, is the fact that the coronavirus is a temporary issue. She and her member institutions would like to avoid long-term ramifications.

"We have tried really hard to be mindful that this is going to be a tough number of months, for so many reasons beyond just intercollegiate athletics, but to try and remember that our solution should be short term in nature if at all possible," she said.

Of course, no one – not coaches, not administrators, not even epidemiologists – knows if and when college football will begin this fall, at any level.

"I really don't know. I hate to speculate," DeBauche said.



Staples Center in Los Angeles County is home to the Lakers, Clippers and Sparks. GARY A. VASQUEZ/USA TODAY SPORTS

# LA County might stay home till Aug.

**Gabe Laques**  
USA TODAY

The largest county in the nation is expected to extend stay-at-home orders into August, jeopardizing the chances of multiple sports leagues to resume or begin seasons in a uniform fashion.

Los Angeles County – home to the Lakers, Clippers, Rams, Chargers, Kings, Dodgers, MLB's All-Star Game, Sparks, Galaxy, Los Angeles FC, Southern California and UCLA – will "with all certainty" extend stay-at-home orders for the next three months, county health director Barbara Ferrer told a board of supervisors meeting Tuesday.

That would extend past a hoped-for early July start MLB has proposed to the MLB Players' Association, in addition to the July 14 All-Star Game, which was likely to be postponed, at Dodger Stadium.

California has been home to some of the earliest and strictest stay-at-home orders since the COVID-19 pandemic

accelerated in March. Gov. Gavin Newsom on Friday eased the state into what he called "early Stage 2" reopening, most notably allowing for retail curbside pickup and delivery. Stage 3, which includes sports facilities opening for games without fans, was expected to be a more rigorous leap, though Newsom allowed that there might be variance among individual counties.

But it's not likely the most important one will seek to exercise that flexibility. Ferrer said Tuesday that the only factor that could lift the stay-home order is a "dramatic change to the virus and tools at hand."

It seemed likely that were MLB to hit its goal of an early July start, some of its teams might be forced to relocate to another city or its spring training site, which in the Dodgers' case is in Phoenix.

This extension could encroach on football teams' practice capacity, affecting USC and UCLA. The Rams' camp is located in Thousand Oaks, just over the border in Ventura County, and the Chargers train in Orange County.

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### NOTICES

#### LEGAL NOTICE

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE**  
Chapter 11  
Case No. 18-12378 (CSS)  
In re: WELDED CONSTRUCTION, L.P., et al., Debtors. (Jointly Administered) Ref. Docket No. 1362-D

**NOTICE OF ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION AND VOTING PROCEDURES, INCLUDING (A) FIXING THE RECORD DATE, (B) APPROVING THE SOLICITATION PACKAGES AND PROCEDURES FOR DISTRIBUTION, (C) APPROVING THE FORM OF BALLOTS AND ESTABLISHING PROCEDURES FOR VOTING, AND (D) APPROVING PROCEDURES FOR VOTE TABULATION; (III) SCHEDULING A CONFIRMATION HEARING AND ESTABLISHING NOTICE AND OBJECTION PROCEDURES; AND (IV) GRANTING RELATED RELIEF PLEASE TAKE NOTICE THAT:**

1. **Approval of the Disclosure Statement.** At a hearing held on May 6, 2020 (the "Disclosure Statement Hearing"), the United States Bankruptcy Court for the District of Delaware (the "Court"), having jurisdiction over the above-captioned chapter 11 cases of WELDED CONSTRUCTION, L.P. and its affiliated debtor and debtor in possession (together, the "Debtors"), entered an order (Docket No. 1362) (the "Disclosure Statement Order") approving the Amended Disclosure Statement for the Amended Chapter 11 Plan of WELDED CONSTRUCTION, L.P. and WELDED CONSTRUCTION MICHIGAN, LLC, dated as of May 4, 2020 and attached as Exhibit A to the Disclosure Statement Order, as amended, modified or supplemented from time to time, the "Disclosure Statement," as containing adequate information within the meaning of Section 1125 of chapter 11 of the United States Code (the "Bankruptcy Code"), and authorized the Debtors to solicit votes to accept or reject the Amended Chapter 11 Plan of WELDED CONSTRUCTION, L.P. and WELDED CONSTRUCTION MICHIGAN, LLC, dated as of May 4, 2020 (as amended, modified or supplemented from time to time, the "Plan"), as amended, modified or supplemented from time to time, the "Disclosure Statement," as defined herein shall the meanings ascribed to such terms in the Plan.

2. **Classification of Claims and Interests under the Plan.** The classification and treatment of Claims and Interests under the Plan is described generally below:

Class	Claim or Interest	Summary of Treatment	Estimated Allowed Amount of Claim	Projected Recovery Under Plan	The Claim Holder Release
1	Secured Claims	Unimpaired, Deemed to Accept Plan	\$0.0 million	100%	The Claim Holder Release, by Holders of Claims, As of the Effective Date, for good and valuable consideration, including the contributions of the Released Parties in facilitating the administration of these Chapter 11 Cases and other actions contemplated by this Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan and these Chapter 11 Cases, including, without limitation, the Plan Settlement, and subject to Section 11.11(a) of this Plan, each of the Released Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released the Released Parties from any and all claims, interests, obligations, rights, suits, damages, causes of action (including any and all causes of action under chapter 5 of the Bankruptcy Code), remedies and liabilities whatsoever, including any derivative claims or claims asserted or asserted on behalf of the Debtors and the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Estates, these Chapter 11 Cases, this Plan, the Disclosure Statement or related agreements, instruments or other documents; provided, however, that nothing herein shall be deemed a waiver or release of any right of any such Releasing Parties to receive a Distribution pursuant to the terms of this Plan; provided further, however, that the foregoing provisions of this release in Section 11.11(b) of this Plan shall not operate to waive, release or otherwise impair any causes of action arising from criminal acts, willful misconduct, actual fraud or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. For the avoidance of doubt, notwithstanding anything to the contrary herein, the foregoing release by the Releasing Parties is not, and shall not be deemed to be, in exchange for a waiver of the Debtors' rights or claims against the Releasing Parties, including the Debtors' rights to assert (whether individually or collectively), based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Estates, these Chapter 11 Cases, this Plan, the Disclosure Statement or related agreements, instruments or other documents; provided, however, that nothing herein shall be deemed a waiver or release of any right of any such Releasing Parties to receive a Distribution pursuant to the terms of this Plan; provided further, however, that the foregoing provisions of this release in Section 11.11(b) of this Plan shall not operate to waive, release or otherwise impair any causes of action arising from criminal acts, willful misconduct, actual fraud or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. 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