

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF MORTON

SOUTH CENTRAL JUDICIAL DISTRICT

Energy Transfer LP (formerly known as )  
Energy Transfer Equity, L.P.); Energy )  
Transfer Operating, L.P. (formerly known as )  
Energy Transfer Partners, L.P.); and )  
Dakota Access, LLC, )

Case No. 30-2019-CV-00180

Plaintiffs, )

v. )

Greenpeace International (also known as )  
“Stichting Greenpeace Council”); )  
Greenpeace, Inc.; Greenpeace Fund, Inc.; )  
Red Warrior Society (also known as “Red )  
Warrior Camp”); Cody Hall; and Krystal )  
Two Bulls, )

Defendants. )

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**BRIEF IN SUPPORT OF PLAINTIFFS’ EXPEDITED MOTION TO VACATE  
UNSECURED, 61-DAY STAY OF EXECUTION OF THE JUDGMENT**

[¶1] Energy Transfer moves to vacate the Court’s order granting Greenpeace an unsecured, 61-day stay of proceedings to enforce the Court’s \$345 million judgment. Dkt. 5481 (“Op.”). Absent that order, Rule 62(a)’s 30-day stay would expire this Friday, April 3.

[¶2] Despite correctly recognizing (Op. ¶ 5) that “the automatic stay is limited to 30 days, with a bond requirement of the maximum of \$25,000,000.00 to be posted,” the Court nevertheless granted a 61-day extension (for a total of 91 days) without requiring Greenpeace to post any security whatsoever. Op. ¶ 7.

[¶3] In explaining its rationale, the Court appears to have been laboring under the misimpression that in “previous iterations of Rule 62, the filing of a motion for new trial would have tolled the automatic stay time.” Op. ¶ 6. But that’s not the case. Under the pre-2021 version

of Rule 62, the Court could continue the stay “pending disposition” of post-trial motions only on “*appropriate terms* for the opposing party’s *security*.” N.D. R. Civ. P. 62(b) (2011), <https://perma.cc/8HDB-F9AU> (“Stay Pending the Disposition of a Motion”) (emphasis added); *see also* Joint Procedure Committee, *Agenda* 178–91 (Sept. 26, 2019), <https://perma.cc/Q78S-9WX5> (explaining that “[u]nder the amendments, the length of the automatic stay is increased to 30 days. Because of the extension of the automatic stay, the amendments eliminate reference to *requests for stay* based on certain types of motions” and providing a redline of the changes) (emphasis added); 11 Wright & Miller, *Federal Practice & Procedure* § 2903 (“A posttrial motion, seeking a new trial or some similar kind of relief, *does not stay the judgment*”) (emphasis added).

[¶4] Energy Transfer therefore asks the Court to vacate its order staying enforcement of the judgment for an additional 61 days without requiring Greenpeace to provide any security whatsoever. That relief is especially warranted given not only Greenpeace’s public statements that the judgment “may force it into bankruptcy,” Dkt. 5431 at 1, but also its recent bond filing, which strongly suggests Greenpeace lacks the resources needed to post the statutorily capped \$25 million bond, to stay nothing of its ability to satisfy the \$345 million judgment. Dkt. 5479 at ¶¶ 4, 9, 13 (identifying \$10–12 million in insurance and \$8.7 million in assets); *see also* Dkt. 5479 at ¶ 15 (“No one thinks they [Greenpeace] could withstand a judgment for hundreds of millions of dollars”).

[¶5] If the Court is inclined to extend the stay beyond April 3, current Rule 62—and all its prior iterations—requires Greenpeace to post “bond or other security.” N.D. R. Civ. P. 62(b); *see* Dkt. 5430 at 13, 12 *Moore’s Federal Practice* § 62.04 (“If a postjudgment motion is made that might not be disposed of before the expiration of the automatic stay, . . . the movant can obtain a stay by *providing a bond or other security* in the same manner as when an appeal is taken.”)

(emphasis added); N.D. R. Civ. P. 62(b) (2011); 11 Wright & Miller, *Federal Practice & Procedure* § 2903 (under prior Rule 62(b), a stay “is discretionary with the court” and “may be ‘on appropriate terms for the opposing party’s security’”). And, under Century Code section 28-21-25(1), the amount of that bond or other security must be \$25 million.

[¶6] In the alternative, the Court should limit the duration of any unsecured stay beyond April 3 to 21 days, as laid out in in Rule 62(n). Construing Rule 62(n) to authorize unsecured stays of any duration, so long as there’s notice to the judgment creditor, would render current Rule 62(b)—and former Rules 62(b) and 62(d)—superfluous. *See* Rule 62(b) (“Stay by Bond or Other Security. At any time after judgment is entered, a party may obtain a stay by providing a bond or other security.”).<sup>1</sup> Such a reading would contravene the North Dakota Supreme Court’s instruction that statutes “are interpreted to give effect to all of their provisions, and no part of the statute is rendered inoperative or superfluous.” *Wardner v. Porath*, 2025 ND 228, ¶¶ 22–24, 29 N.W.3d 885, 889–90 (reversing because the “district court misapplied by the law” by adopting an interpretation that made a “section inoperative or superfluous”).

[¶7] At an absolute minimum, any further stay of execution of the judgment *must* be expressly contingent on Greenpeace providing adequate security, as required by Rule 62(b) and Century Code § 28-21-25(1)—particularly given its repeated acknowledgement, in the press and to this Court, of its inability to satisfy the judgment.

[¶8] Given that Rule 62(a)’s 30-day stay would otherwise expire this Friday, April 3, Energy Transfer respectfully requests that the Court rule on this motion to vacate no later than ***Monday, April 6***, or as soon as practicable thereafter.

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<sup>1</sup> *See also* N.D. R. Civ. P. 62(b) (2011) (“Stay Pending the Disposition of a Motion. On appropriate terms for the opposing party’s security, the court may stay the execution of a judgment, or any proceedings to enforce it, pending disposition” of a motion “for a new trial”); N.D. R. Civ. P. 62(d) (2011) (“Stay with Bond on Appeal. If an appeal is taken, the appellant may obtain a stay by supersedeas bond”).

Dated this 1st day of April, 2026.

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