

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF MORTON

SOUTH CENTRAL JUDICIAL DISTRICT

Energy Transfer LP, et al.,

Plaintiffs,

v.

Greenpeace International, et al.,

Defendants.

Case No. 30-2019-CV-00180

ORDER

[¶ 1] In the above-captioned matter, Judgment was entered on February 27, 2026. Dkt.5404.

[¶ 2] Thereafter, on March 5, 2026, Defendants Greenpeace, Inc.; Greenpeace International (“International”); and, Greenpeace Fund, Inc. (“Fund”) (collectively “Greenpeace Defendants”) served and filed a Motion to Extend the Automatic Stay Under Rule 62(a). Dkt. 5409-5415.

[¶ 3] In addition, on March 9, 2026, Greenpeace Defendants served and filed a Motion to Stay Proceedings to Enforce the Judgment Without Bond, or in the Alternative with Modified Security. Dkt. 5419-5224.

[¶ 4] On March 30, 2026, this Court issued an Opinion and Order on Motion to Extend Automatic Stay of Execution, granting Greenpeace Defendant’s Motion, and it extended the automatic stay to June 3, 2026. Dkt. 5481.

[¶ 5] On May 28, 2026, this Court issued its Opinion and Order Regarding Posting of Appellate Supersedeas Bond. Dkt. 5591. Therein, this Court ordered Greenpeace to secure an evidentiary hearing prior to June 12, 2026, and it “extend[ed] the automatic stay to the date of the hearing, with consideration for a short extension thereafter to allow the filing of the appropriate

paperwork, if necessary.” Id. Greenpeace Defendants secured and noticed an evidentiary hearing for June 8, 2026. Dkt. 5592.

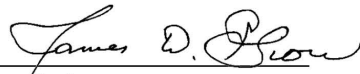
[¶ 6] The morning of the hearing, International served and filed a bond in the amount of \$4,722,404.55, that being its proportional share of the statutory cap of \$25,000,000. Dkt. 5649. Similarly, prior to the hearing, Fund informed the Court that it was securing a bond for its pro rata share of the \$25,000,000 statutory cap. Dkt. 5650. Fund subsequently served and filed a bond in the amount of its pro rata share, that being \$4,658,717.82. Dkt. 5682. At the hearing, this Court directed Greenpeace, Inc. to provide proof that its proportionate share could be covered by a mix of bonds and insurance on or before Friday, June 19, 2026 at noon.

[¶ 7] Just two days after the June 8 hearing, Energy Transfer served and filed a Motion to Clarify Bond Requirement. Dkt. 5664. Greenpeace Defendants responded (Dkt. 5703) and Energy Transfer replied (Dkt. 5718). As Energy Transfer requested oral argument on its Motion, a hearing was held on July 21, 2026.

[¶ 8] This Court issued its Opinion and Order on Supersedeas Bond on July 30, 2026. Dkt 5741. In that Order, this Court held that the \$25,000,000 bond cap be allocated between Greenpeace Defendants on a pro-rata basis, based on the percentage of damages attributable to each defendant in the current Judgment. Id. ¶ 6. It noted that International and Fund had previously submitted to the Court bonds in the amount of their proportionate share, that being \$4,658,717.82 for Fund and \$4,722,404.55 for International. Id. ¶ 2. It also noted that Greenpeace, Inc. submitted a supersedeas bond of \$8,618,877.63, and “[i]f the balance of roughly \$7,000,000 can be submitted either by bond or cash, the stay would follow.” Id. ¶ 2, 6. On July 31, 2026, Greenpeace, Inc. served and filed a Notice that that (1) the previously filed bond of \$8,618,877.63 was being rescinded, and (2) it was filing a supersedeas bond of \$15,618,877.63.

[¶ 9] IT IS HEREBY ORDERED: Enforcement of the Judgment including all related proceedings in the above-referenced matter against Greenpeace International, Greenpeace Fund, Inc. and Greenpeace Inc. is hereby stayed through all post-judgment motions, appeals, remands, and full and final resolution of the same. In addition, the Court approves Greenpeace International's bond in the amount of: \$4,722,405.22; Greenpeace Fund, Inc.'s bond in the amount of \$4,658,717.82; and, Greenpeace Inc.'s bond in the amount of \$15,618,877.63, totaling the statutory cap of \$25,000,000.00.

Dated: 8/4/2026 10:28:50 AM


District Court Judge