

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI

- - - - -x

In the Matters of:

PATRIOT COAL CORPORATION, et al., Case No. 12-51502  
Debtors.

- - - - -x

BRODY MINING, LLC, Case No. 13-48727  
Debtors.

- - - - -x

PATRIOT VENTURES LLC, Case No. 13-48728  
Debtors.

- - - - -x

United States Bankruptcy Court  
111 South 10th Street  
4th Floor  
St. Louis, Missouri

October 22, 2013  
10:24 AM

B E F O R E:  
HON. KATHY A. SURRETT-STATES  
CHIEF U.S. BANKRUPTCY JUDGE

1 Status Conference

2

3 Re: Case No. 12-51502:

4 Omnibus Objection to Claims 1522 and Others (Eighteenth Omnibus  
5 Objection to Claims -- Palmer Litigation Claims)

6

7 Application to Employ Ogletree, Deakins, Nash, Smoak & Stewart,  
8 P.C. as Special labor-relations counsel

9

10 Omnibus Application to Expand Retention of Professionals to  
11 Include New Debtors Filed by Debtor (4740)

12

13 Interim Application for Compensation for Carmody MacDonald  
14 P.C., Creditor Comm. Atty., Period: 2/1/2013 to 7/31/2013, Fee:  
15 \$239,495.20, Expenses: \$5,416.61.

16

17 Third Application for Compensation for Bowles Rice LLP, Special  
18 Counsel, Period: 2/1/2013 to 7/31/2013, Fee: \$420,836.67,  
19 Expenses: \$17,303.87 Filed by Special Counsel Bowles Rice LLP

20

21 Application for Compensation for Blackstone Advisory Partners  
22 LP, Financial Advisor.

23

24 Application for Compensation for Bryan Cave LLP, Debtor's  
25 Attorney.

1 Application for Compensation for Cole, Schotz, Meisel, Forman &  
2 Leonard, P.A., Attorney.

3

4 Application for Compensation for Curtis, Mallet-Prevost, Colt &  
5 Mosle LLP, Special Counsel.

6

7 Application for Compensation for Davis Polk & Wardwell LLP,  
8 Debtor's Attorney.

9

10 Application for Compensation for Ernst & Young LLP, Auditor.

11

12 Application for Compensation for GCG, Inc.

13

14 Application for Compensation for Greenberg Traurig, LLP,  
15 Special Counsel.

16

17 Application for Compensation for Houlihan Lokey Capital, Inc.,  
18 Financial Advisor.

19

20 Application for Compensation for Jackson Kelly PLLC, Special  
21 Counsel.

22

23 Application for Compensation for Kramer Levin Naftalis &  
24 Frankel LLP.

25

1 Application for Compensation for Mesirow Financial Consulting,  
2 LLC, Financial Advisor.

3

4 Application for Compensation for Stahl Cowen Crowley Addis,  
5 LLC, Attorney.

6

7 Application for Compensation for Steptoe& Johnson PLLC, Special  
8 Counsel.

9

10 Application For Compensation for Thompson Coburn LLP.

11

12 Seventeenth Omnibus Objection to Claims (Pettry Litigation  
13 Claims) Filed by Debtor Patriot Coal Corporation (RE: related  
14 document(s) 4670 Omnibus Objection to Claims 3014 and Others.

15

16 Re: Case Nos. 13-48727 and 13-48728:

17 Motion Making Certain Orders and Other Pleadings Entered or  
18 Filed in Chapter 11 Cases Applicable to New Debtors by Debtor  
19 (4) - Final order submitted 10/17/13

20 Transcribed by: Clara Rubin

21 eScribers, LLC

22 700 West 192nd Street, Suite #607

23 New York, NY 10040

24 (973) 406-2250

25 operations@escribers.net

1

2 A P P E A R A N C E S :

3 BRYAN CAVE LLP

4 Attorneys for Debtors and Debtors-in-Possession

5 One Metropolitan Square

6 211 North Broadway

7 Suite 3600

8 St. Louis, MO 63102

9

10 BY: BRIAN C. WALSH, ESQ.

11 LAURA U. HUGHES, ESQ.

12

13

14 DAVIS POLK & WARDWELL LLP

15 Attorneys for Debtors and Debtors-in-Possession

16 450 Lexington Avenue

17 New York, NY 10017

18

19

20 BY: MARSHALL S. HUEBNER, ESQ. (TELEPHONICALLY)

21

22

23

24

25

1

2 BOWLES RICE LLP

3 Special Counsel to Debtors

4 600 Quarrier Street

5 Charleston, WV 25301

6

7 BY: JULIA A. CHINCHECK, ESQ. (TELEPHONICALLY)

8

9

10 THOMPSON COBURN LLP

11 Special Counsel to Debtors

12 One US Bank Plaza

13 St. Louis, MO 63101

14

15 BY: DAVID A. WARFIELD, ESQ.

16 MARK A. MATTINGLY, ESQ.

17

18

19 CURTIS, MALLET-PREVOST, COLT & MOSLE LLP

20 Conflicts Counsel to Debtors

21 101 Park Avenue

22 New York, NY 10178

23

24 BY: MICHAEL A. COHEN, ESQ. (TELEPHONICALLY)

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

ARMSTRONG TEASDALE LLP

Attorneys for Peabody Energy Corporation

7700 Forsyth Boulevard

Suite 1800

St. Louis, MO 63105

BY: SUSAN K. EHLERS, ESQ.

CARMODY MACDONALD P.C.

Attorneys for Official Committee of Unsecured Creditors

120 South Central Avenue

Suite 1800

St. Louis, MO 63105

BY: GREGORY D. WILLARD, ESQ.

ANGELA L. SCHISLER, ESQ.

HUSCH BLACKWELL LLP

Attorneys for Citibank N.A., First Out DIP Agent

190 Carondelet Plaza

Suite 600

St. Louis, MO 63105

BY: MATTHEW GARTNER, ESQ.

1

2 LATHROP & GAGE LLP

3 Attorneys for Caterpillar Financial Services Corporation

4 and Caterpillar Global Mining

5 7701 Forsyth Boulevard

6 Suite 500

7 St. Louis, MO 63105

8

9 BY: DANIEL D. DOYLE, ESQ.

10

11 LATHROP & GAGE LLP

12 Attorneys for Bank of America as Agent for Second-Out DIP

13 Lender

14 7701 Forsyth Boulevard

15 Suite 500

16 St. Louis, MO 63105

17

18 BY: RANDALL F. SCHERCK, ESQ.

19

20 SCHUCHAT COOK & WERNER

21 Attorneys for United Mine Workers of America

22 1221 Locust Street

23 St. Louis, MO 63103

24

25 BY: MATTHEW B. LEPPERT, ESQ.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

THOMAS F. BASILE

Attorney for the Pettry Claimants

1432 Nottingham Road

Charleston, WV 25314

BY: THOMAS F. BASILE, ESQ.

UNITED STATES DEPARTMENT OF JUSTICE

Office of the United States Trustee

111 South 10th Street

Suite 6.353

St Louis, MO 63102

BY: LEONORA S. LONG, ESQ.

FOLEY & LARDNER LLP

Attorneys for Ernst & Young LLP

321 North Clark Street

Suite 2800

Chicago, IL 60654

BY: LARS A. PETERSON, ESQ. (TELEPHONICALLY)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

KRAMER LEVIN NAFTALIS & FRANKEL LLP

Attorneys for Official Creditors' Committee

1177 Avenue of the Americas

New York, NY 10036

BY: STEPHEN M. BLANK, ESQ. (TELEPHONICALLY)

STAHL COWEN CROWLEY ADDIS LLC

Attorneys for Official Committee of Salaried Retirees

55 West Monroe Street

Suite 1200

Chicago, IL 60603

BY: JON D. COHEN, ESQ. (TELEPHONICALLY)

WEIL, GOTSHAL & MANGES LLP

Attorneys for Citibank N.A., First Out DIP Agent

767 Fifth Avenue

New York, NY 10153

BY: ANDREA C. SAAVEDRA, ESQ. (TELEPHONICALLY)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WILLKIE FARR & GALLAGHER LLP

Attorneys for Bank of America, N.A., as

Pre-Petition Agent and Second-Out DIP Agent

787 Seventh Avenue

New York, NY 10019

BY: ANA ALFONSO, ESQ. (TELEPHONICALLY)

ALSO APPEARING:

HOULIHAN LOKEY

BY: MATTHEW MAZZUCCHI, MANAGING DIRECTOR (TELEPHONICALLY)

MESIROW FINANCIAL CONSULTING, LLC

BY: ADRIANA VIDAL, SENIOR VICE PRESIDENT

**PATRIOT COAL CORPORATION, et al.**

1 P R O C E E D I N G S

2 THE CLERK: Please rise. The United States Bankruptcy  
3 Court for the Eastern District of Missouri is now in session,  
4 the Honorable Kathy A. Surratt-States presiding.

5 THE COURT: Good morning. Please be seated.

6 IN UNISON: Good morning, Your Honor.

7 THE COURT: Good morning. All right, this is a status  
8 hearing in the Patriot Coal Corporation case. Let me start  
9 first with appearances in the courtroom.

10 MR. WALSH: Good morning, Your Honor. Brian Walsh and  
11 Laura Hughes for the debtors.

12 THE COURT: Good morning.

13 MR. WILLARD: Good morning, Your Honor. May it please  
14 the Court. Greg Willard and Angie Schisler from Carmody  
15 MacDonald, on behalf of the official unsecured creditors'  
16 committee. I'd also like to mention, Your Honor, not appearing  
17 as counsel but appearing, should Your Honor have questions --  
18 factual questions regarding their fee applications: on behalf  
19 of Houlihan, Matthew Mazzucchi; and on behalf of Mesirow,  
20 Adriana Vidal. Thank you.

21 THE COURT: All right. Good morning.

22 MR. MAZZUCCHI: Good morning.

23 MS. LONG: Good morning, Your Honor. Leonora Long on  
24 behalf of the United States Trustee.

25 THE COURT: Good morning.

**PATRIOT COAL CORPORATION, et al.**

1 MR. GARTNER: Good morning, Your Honor. Matthew  
2 Gartner of Husch Blackwell, on behalf of Citibank, the first-  
3 out DIP agent. I believe, on the phone as well is Andrea  
4 Saavedra of Weil, Gotshal & Manges.

5 THE COURT: Good morning.

6 MR. DOYLE: Good morning, Your Honor. Dan Doyle,  
7 Lathrop & Gage, on behalf of Caterpillar Financial Services  
8 Corporation and Caterpillar Global Mining.

9 THE COURT: Good morning.

10 MR. SCHERCK: Good morning, Your Honor. Randy  
11 Scherck, Lathrop & Gage, representing Bank of America as agent  
12 for the second-out DIP lender. On the phone, co-counsel Ana  
13 Alfonso from Willkie Farr & Gallagher. Thank you.

14 THE COURT: Good morning. Thank you.

15 MS. EHLERS: Good morning, Your Honor. Susan Ehlers  
16 of Armstrong Teasdale, on behalf of Peabody.

17 THE COURT: Good morning.

18 MR. LEPPERT: Good morning, Your Honor. Matthew  
19 Leppert with Schuchat Cook & Werner, on behalf of the United  
20 Mine Workers of America.

21 THE COURT: Good morning.

22 MR. WARFIELD: Good morning, Judge. David Warfield  
23 and Mark Mattingly from Thompson Coburn; we're special counsel  
24 for the debtors and appear on behalf of our firm's fee  
25 application, this morning.

PATRIOT COAL CORPORATION, et al.

1 THE COURT: All right. Good morning.

2 MR. BASILE: Good morning, Your Honor. Thomas F.

3 Basile appearing on behalf of the Pettry claimants.

4 THE COURT: All right. Good morning.

5 All right, and then on the telephone, I believe we

6 have Mr. Huebner on behalf of the debtors?

7 MR. HUEBNER: You do, Your Honor. Good morning.

8 THE COURT: Good morning.

9 Ms. Chickencheck (sic) on behalf of special counsel  
10 for the debtors?

11 MS. CHINCHECK: Your Honor, that's correct.

12 Ms. Chincheck, special counsel for Patriot Coal.

13 THE COURT: All right, good morning.

14 MS. CHINCHECK: Good morning.

15 THE COURT: Mr. Cohen on behalf of conflicts counsel  
16 to the debtor?

17 MR. M. COHEN: That's correct. Good morning, Your  
18 Honor.

19 THE COURT: Good morning.

20 Mr. Rogoff on behalf of the creditors' committee,  
21 along with Mr. Blank?

22 UNIDENTIFIED SPEAKER: Good morning, Your Honor.

23 THE COURT: Good morning.

24 Ms. Alfonso on behalf of Bank of America?

25 MS. ALFONSO: Yes. I'm here this morning, Your Honor.

PATRIOT COAL CORPORATION, et al.

1 THE COURT: Good morning.

2 Ms. Saavedra on behalf of Citibank?

3 MS. SAAVEDRA: Yes. Good morning, Your Honor.

4 THE COURT: Good morning.

5 Mr. Cohen on behalf of the official committee of  
6 salaried retirees?

7 MR. J. COHEN: Yes. Good morning, Your Honor.

8 THE COURT: Good morning.

9 And Mr. Peterson on behalf of Ernst & Young?

10 MR. PETERSON: Yes. Good morning, Your Honor.

11 THE COURT: All right. Good morning.

12 All right, and I'll remind everybody on the phone, if  
13 you would please keep your phone on mute except when speaking;  
14 that makes things run better here in the courtroom.

15 All right. Then, Mr. Walsh, I'm going to jump around  
16 on the docket this morning, but I'm sure you'll follow along  
17 with me.

18 MR. WALSH: Certainly.

19 THE COURT: All right, let's start. On page 1 there's  
20 a number of claim objections that have been continued, motions  
21 to amend claims, things of that nature; I'll just announce for  
22 the record: the third omnibus objection; the fifth omnibus  
23 objections, with the responses by two parties; the tenth  
24 omnibus objection and a response; motion to amend claim, filed  
25 by Michelin of North America; there's an omnibus objection to

## PATRIOT COAL CORPORATION, et al.

16

1 claim 914 and others, filed by Norfolk Southern; the fourteenth  
2 omnibus objection with the responses; and the fifteenth omnibus  
3 objection; that have all been continued to November 19th.

4 All right, then why don't we go over to page 3, at the  
5 bottom, and start with the omnibus objection to claim 1522, the  
6 eighteenth omnibus objection.

7 MR. WALSH: Certainly, Your Honor. The eighteenth  
8 omnibus objection to what we refer to as the Palmer litigation  
9 involves twelve claims by plaintiffs in a claim in West  
10 Virginia State Court. The claims against the two debtor  
11 defendants -- Patriot Coal Corporation and Eastern -- were  
12 dismissed for failure to state a claim. And we've objected and  
13 requested the claims be disallowed on the basis of res judicata  
14 and the Rooker-Feldman doctrine. There has been no response  
15 from the claimants to that objection, and we request that it be  
16 sustained and those claims be disallowed.

17 THE COURT: All right, and likewise, the Court has  
18 seen no written response, so I'll sustain the objection. The  
19 claims will be disallowed.

20 All right, let's just keep going down the docket  
21 there. Next is the application to employ Ogletree, Deakins,  
22 Nash, Smoak & Stewart, as special labor-relations counsel. I  
23 see no written objections and I reviewed the application.

24 MR. WALSH: We are aware of no objections either, Your  
25 Honor. And --



## PATRIOT COAL CORPORATION, et al.

17

1 THE COURT: All right, then I will approve that  
2 application.

3 MR. WALSH: Very good. Thank you.

4 THE COURT: Thank you. The next is the omnibus  
5 application to expand the retention of professionals to include  
6 the new debtors.

7 MR. WALSH: Yes, Your Honor. This is a matter that  
8 came up at our first-day hearing -- came up in the discussion  
9 in our first-day hearing, for the new debtors. As I mentioned,  
10 we discussed with the U.S. Trustee's office how we can get  
11 professionals retained without forcing everybody to spend a lot  
12 of money that the estate would have to pay for in a complicated  
13 process. And so this is what we came up with.

14 The motion addresses sixteen firms that work on behalf  
15 of the debtor; twelve of them have filed supporting  
16 declarations at this point, including a few that were filed  
17 yesterday. We would plan to follow up with the others to get  
18 those declarations on file, or perhaps in some cases the  
19 professionals know that they absolutely have no need whatsoever  
20 to do work for these two debtors, in which case we may withdraw  
21 as to those professionals, and that is Blackstone, Bowles Rice,  
22 Ernst & Young, and Veritas. So as I mentioned, we'll follow up  
23 with those.

24 The suggestion would be, Your Honor, to grant the  
25 application in part as to the twelve firms that have filed

PATRIOT COAL CORPORATION, et al.

1 declarations, and to continue it as to the four others, if  
2 that's acceptable to the Court.

3 THE COURT: All right --

4 MR. WALSH: And of course --

5 THE COURT: -- that is.

6 MR. WALSH: -- I'm happy to answer any questions you  
7 may have.

8 THE COURT: All right, then I will grant the  
9 application, then, in part, and approve the retention of those  
10 twelve professionals that have filed declarations, and then  
11 I'll continue the matter as to the remaining professionals to  
12 the -- is that date -- November 19th date.

13 MR. WALSH: Thank you, Your Honor. And we'll  
14 submit --

15 THE COURT: Thank you.

16 MR. WALSH: -- a proposed order to that effect.

17 THE COURT: All right. Thank you.

18 THE COURT: All right, then I think, if we go over --  
19 while we're talking about our newly joined debtors in the Brody  
20 Mining and the Patriot Ventures LLC case, there are companion  
21 motions to make certain orders and other pleadings applicable  
22 in these cases.

23 Ms. Hughes?

24 MS. HUGHES: Yes, Your Honor. After our hearing in  
25 the -- on the first-days for these new debtors, we entered

PATRIOT COAL CORPORATION, et al.

1 interim orders to that effect. And we included in the packages  
2 to all the creditors, of course, the interim orders and with,  
3 of course, as the Court is aware, language saying that, to the  
4 extent that anyone had any response or objection to the  
5 applicability of these orders -- of the orders for the new  
6 debtors, going forward, that we could receive objections until  
7 October 15th, and we received no word from anyone.

8 So we actually submitted a proposed order -- proposed  
9 final order to the Court last week.

10 THE COURT: All right. And I believe I have reviewed  
11 that order and, likewise, I have seen no written responses or  
12 opposition to either motion. So I'll grant both motions.

13 MS. HUGHES: Thank you.

14 THE COURT: All right, thank you.

15 All right, then, Mr. Walsh, why don't we go back to  
16 the bottom of page 1, then, and start with the interim  
17 applications for compensation.

18 MR. WALSH: Certainly, Your Honor. I believe  
19 Mr. Huebner was going to take the lead on --

20 MR. HUEBNER: Sure. Your Honor, it's Marshall here,  
21 of Davis Polk. Can I just chime in for one second?

22 THE COURT: Yes.

23 MR. HUEBNER: I apologize. Just, when one is on the  
24 phone -- as we tried to, ironically, control costs -- it's a  
25 little harder to interact with the Court.

## PATRIOT COAL CORPORATION, et al.

20

1           If it pleases the Court, Your Honor. I just have a  
2 minute or two of preparatory comments that I was going to open  
3 the omnibus hearing with, but I thought the Court might want an  
4 update on, yes, further positive developments that Patriot is  
5 working on.

6           THE COURT: Oh, all right. Certainly, Mr. Huebner.

7           MR. HUEBNER: So since we last saw Your Honor, I think  
8 it's fair to say that it has been an utterly fantastic few  
9 weeks for Patriot. As the docket reflects, three of the four  
10 legs of the table that are necessary to Patriot's emergence  
11 from Chapter 11, in fact, were put in place thickly and firmly  
12 since we last had the pleasure of being before Your Honor.  
13 Those three are: in the first instance, the Peabody  
14 settlement, which is a global settlement of all issues among  
15 the debtors and Peabody and the UMWA, that provides very  
16 substantial consideration, from our former owners Peabody, both  
17 to the debtors and the UMWA, in exchange for what I think can  
18 fairly be called global peace among all parties.

19           The second settlement, Your Honor, is a bilateral  
20 settlement between Arch and the debtors, where Arch and the  
21 debtors -- and I should have mentioned that that first  
22 settlement also has the consent of the creditors' committee, as  
23 do all three transactions that I'm about to briefly describe.  
24 The second transaction, as I began to say, is the bilateral  
25 covenant between Arch and the debtors, under which, once again,

## PATRIOT COAL CORPORATION, et al.

21

1 in exchange for global relief, is Arch is providing certain  
2 liquidity relief and financial consideration to Patriot. And  
3 the Peabody-Arch considerations are quite important -- in fact  
4 they're critical -- to Patriot's emergence from Chapter 11.

5 The third transaction is our agreed term sheet, also  
6 reflected in part in the rights-offering procedures motion  
7 recently filed that represents a 250 million dollar backstop  
8 investment by the Knighthead firm and certain of its  
9 affiliates. It's a basic guarantee that we have 250 million  
10 dollars of junior capital, subject to fairly typical closing  
11 conditions, to fuel our exit out of Chapter 11.

12 Tables, of course, have four legs, not three -- which  
13 is why I use the metaphor of the table, not the stool --  
14 because the last thing that we need to do is the last, sort of,  
15 material pillar of our emergence from Chapter 11, is address  
16 the top half our capital structure. In general, raising junior  
17 capital is the hardest thing to do, certainly on the distressed  
18 basis in connection with emergence from Chapter 11. And the  
19 consideration from Peabody and Arch and the new funding from  
20 Knighthead were the critical precursors of the last thing we  
21 need to do, which is to find financing from the market, to take  
22 out our approximately 800 million dollars of DIP facility,  
23 comprised of the 500 million dollar-odd first-lien facility  
24 agented by Citi, and the LC facility currently in the second  
25 position, agented by B of A.

## PATRIOT COAL CORPORATION, et al.

22

1 I'm happy to inform the Court, Your Honor, that we  
2 have actually selected the agents for the exit facilities and  
3 are very hard at work in productive conversations with  
4 representatives of the capital market, to actually achieve the  
5 last leg of our table. We expect in the coming days to  
6 actually file a motion to approve the mandate papers, not,  
7 obviously, the exit facility, which is still being shaped, but  
8 the expense, deposits, fees and the typical things that go into  
9 engaging financial institutions, to work on an ultimate commit  
10 to exit financing.

11 So we're very excited, Your Honor, to be able to  
12 announce our momentum towards exit, which obviously includes  
13 the November disclosure-statement hearing that the Court  
14 graciously scheduled, and the December 17th confirmation  
15 hearing, which we fully intend to hold. It's proceeding quite  
16 paced and that there will soon be yet another motion filed to  
17 keep us moving assiduously towards that goal.

18 So just because part of the purpose of omnibus  
19 hearings is to keep the Court, and to a lesser extent other  
20 parties, advised of things that are going on in the case, since  
21 really all the news does appear to be extremely positive and  
22 encouraging, we wanted to advise the Court of that last piece;  
23 the first we obviously reflected in various filings on the  
24 docket; the last one is going to be reflected in a filing soon  
25 to hit the docket.

PATRIOT COAL CORPORATION, et al.

1 THE COURT: All right. Thank you, Mr. Huebner. That  
2 is excellent news. And I appreciate all the work that I know  
3 you and the other parties are putting into this to be  
4 successful in getting out of bankruptcy.

5 All right, then anything else, Mr. Huebner?

6 MR. HUEBNER: No, Your Honor, other than waiting to  
7 respond and help as is appropriate.

8 THE COURT: All right.

9 MR. HUEBNER: That is what I wanted to advise.

10 THE COURT: All right.

11 All right, then, Mr. Walsh, we take up, then, the  
12 interim applications for compensation?

13 MR. WALSH: Certainly, Your Honor, in whatever order  
14 would be convenient for the Court.

15 THE COURT: All right. I have them in alphabetical  
16 order by -- so let's -- why don't we start, then -- the first  
17 one that I have is Blackstone Advisory Partnership LP, who are  
18 the financial advisors to the debtor.

19 MR. WALSH: Certainly, Your Honor. And as a global  
20 comment, we have not -- there have not been any objections  
21 filed to any of the fee applications. I know that certain of  
22 the parties have had discussions with the U.S. Trustee's office  
23 and those --

24 MR. HUEBNER: Yes, Your Honor, let me, if I may, jump  
25 in and help with that one, to be a little bit more specific and

PATRIOT COAL CORPORATION, et al.

1 precise.

2 THE COURT: All right.

3 MR. HUEBNER: And I apologize for the -- any  
4 complexity of being on the phone.

5 So the U.S. Trustee has been working with various  
6 parties with whom it had confirmed your question. And we  
7 communicated with chambers that Blackstone was one of four  
8 firms as to whom the U.S. Trustee requested voluntary reduction  
9 in their expenses, to resolve those and other concerns the U.S.  
10 Trustee's office might otherwise have pursued.

11 We had actually provided the numbers in the form of  
12 amended order, to the U.S. Trustee as well as the creditors'  
13 committee, showing the proposed reductions for the four firms;  
14 Blackstone was one of those firms, which is why I paused for  
15 just a moment and mention it now.

16 THE COURT: All right.

17 All right, Mrs. Long, is there anything that you would  
18 like to add to that? That's --

19 MS. LONG: That's accurate, Your Honor.

20 THE COURT: All right.

21 All right, then, thank you, Mr. Huebner.

22 All right. So I believe there's been a reduction in  
23 expenses, a little bit more than 4,000 dollars, by Blackstone?

24 MS. LONG: Right, Your Honor. 4,148.

25 MR. HUEBNER: That's correct, Your Honor.



## PATRIOT COAL CORPORATION, et al.

25

1 THE COURT: All right. All right, and then likewise,  
2 I have reviewed the fee applications -- all the fee  
3 applications. And I will, as always, remind all the applicants  
4 that there are many tasks to be completed in this case, and you  
5 should be mindful of being good stewards of the time and  
6 expenses charged as professionals in this case.

7 The Court certainly appreciates everyone -- everyone's  
8 efforts to keep fees and expenses reasonable under the  
9 circumstances. I do have a few reductions that I may make to  
10 some of the applications, and also there's some additional  
11 information I think most of the parties are aware that I am  
12 requesting. And on the applications where I'm requesting  
13 additional information, I won't make a ruling on that until I  
14 finish my review of the additional requested information. I'll  
15 apologize again for not making these requests sooner, but it  
16 always takes longer than I expect, to review fee applications.

17 All right, so on Blackstone, I have a few reductions  
18 that I will make as well; in expenses, in the amount of  
19 \$2,556.83 for ground-transportation charges, some meal charges,  
20 external resear -- oh, yeah, there were charges on there from  
21 2012; that's what it was -- a \$20 charge for airfare; ground  
22 transportation of \$457.52; meals of \$989.40; external research  
23 of \$15.95; and internal research of \$378; and document  
24 production of \$44.70. So since those charges are outside the  
25 period that we are requesting, I will reduce by that amount.

## PATRIOT COAL CORPORATION, et al.

26

1 I'm also going to reduce by \$80 for a charge for  
2 travel-agency fees that appear to normally be billed at \$20,  
3 that I think were inadvertently billed at \$40. There was local  
4 car service of \$162.23, and an out-of-town car service of  
5 \$109.03. So that's how I reached my reductions of \$2,556.83.

6 Otherwise, I'll approve, then, the fees requested and  
7 then the expenses in that reduced amount.

8 MR. HUEBNER: Sure. Your Honor, as Blackstone is not  
9 here, may I just ask one mathematical question?

10 THE COURT: You may.

11 MR. HUEBNER: Since the U.S. Trustee's reduction was,  
12 I think, to write off all meals, I just want to make sure that,  
13 if you don't mind, maybe we'll just check the math and advise  
14 chambers whether the 4,000 already includes a full write-off of  
15 the 900-odd million dollar number -- 900-odd dollar number that  
16 the Court mentioned for meals, that we shouldn't have the same  
17 meals deducted twice.

18 THE COURT: No, you are correct, Mr. Huebner, we  
19 should not.

20 Mrs. Long?

21 MS. LONG: Your Honor, the U.S. Trustee was concerned  
22 about local meals. Our philosophy was the miners had given up  
23 so much in this case that, if the professionals would agree, we  
24 would think that it's appropriate for a voluntary reduction for  
25 local meals. Where typically people at firms such as the one

1 in question -- Blackstone -- would charge up to a maximum of  
2 twenty dollars for a local meal if they were working in their  
3 office late, the thought was the miners were working overtime  
4 and they aren't getting twenty dollars for them working. And  
5 every one of the professionals that we approached agreed to  
6 that reduction.

7 So it was local meals, only, that were the subject of  
8 the reduction.

9 THE COURT: All right.

10 MS. LONG: Meals while traveling were still limited in  
11 amount, and we asked for some specific information from  
12 specific entities. But all the reductions are reflective of  
13 those local meals for those firms. Thank you.

14 THE COURT: All right. All right, thank you.

15 All right, then, Mr. Huebner, what I'll do is, after  
16 the docket, I'll take a look at the backup as well, and ask you  
17 to take a look at it, and then you all can contact my office  
18 and we can determine if that's a double reduction or not. And  
19 we will --

20 MR. HUEBNER: Yeah, we'll --

21 THE COURT: -- and we can --

22 MR. HUEBNER: Yeah, we'll take care of it, Your Honor.  
23 We'll work to reply to chambers very quickly concerning all the  
24 spend (sic) more that is at issue, and we'll knock it out real  
25 fast and figure out the correct final number.

PATRIOT COAL CORPORATION, et al.

1 THE COURT: All right. Thank you.

2 All right, the next is Bowles Rice LLP, which is  
3 special counsel to the debtors. My review of that  
4 application -- and I'll approve the amounts that were  
5 requested.

6 THE COURT: Next is Bryan Cave, who's local counsel to  
7 the debtor. In my review of that, I will make the following  
8 reductions: I'm going to reduce \$8,840 for the after-hours  
9 HVAC; I'm going to reduce the scanning charges of \$2,750.40;  
10 and I'll reduce half of the copying and binding for the  
11 1113-1114 hearing, of \$2,648.25; therefore reducing expenses by  
12 a total of \$14,238.65.

13 MR. WALSH: Your Honor, might I be heard on those  
14 issues, for a moment?

15 THE COURT: You may.

16 MR. WALSH: I think we probably should have explained  
17 some of those in the narrative, and I'll take responsibility  
18 for that.

19 THE COURT: All right.

20 MR. WALSH: These charges arise from our efforts to  
21 work cooperatively with the team at Davis Polk, in preparation  
22 for and during the 1113-1114 hearing. They requested if we had  
23 the ability to have a space where they could have 24/7 access,  
24 and we don't have the ability to do that in our main office  
25 space, because of the stairwells and those sorts of things.

## PATRIOT COAL CORPORATION, et al.

29

1 And for reasons of client security, our other clients won't  
2 allow us to have non-Bryan Cave personnel with the ability to  
3 roam free throughout the space. So of course the Davis Polk  
4 folks were not going to go poking around, but our other clients  
5 don't know them and don't know that, of course.

6 So what we were able to do is -- there's some  
7 expansion space in the building that we use occasionally when  
8 we have large projects, and our landlord arranged to provide  
9 that space, which is separately secured. And the landlord did  
10 that -- did not charge us rent for that, Your Honor.

11 THE COURT: Okay.

12 MR. WALSH: But the after-hours HVAC charges did flow  
13 through to our firm, and so we put those on our fee application  
14 because the alternative would have been to send Davis Polk to a  
15 hotel to rent significant amount of space at a hotel. We think  
16 it would have been considerably more expensive.

17 So that's the way we handled that. We also put one of  
18 our copy and scan machines in that space; we have it wired into  
19 our network, because, as I mentioned, we use it occasionally.  
20 And so that's what drove the copying and scanning charges in  
21 addition to -- there's was a regular copy job to produce the --  
22 I forget -- 250 exhibits for the hearing, and 12 copies,  
23 whatever it was; it was obviously a very large copy job.

24 So that's where the HVAC charges come from, Your  
25 Honor. When we have after-hours HVAC charges in our own space,

PATRIOT COAL CORPORATION, et al.

1 we do not charge those through. But this we treated as,  
2 effectively, an expense item, as the equivalent of renting  
3 hotel space for a war room, which effectively is what it was.

4 So that's where those charges come from, Your Honor.  
5 We do think they are actual out-of-pocket expenses borne by our  
6 firm, although for the benefit of our co-counsel, and that's  
7 why we included them in our fee application.

8 We discussed the HVAC charge issue with Ms. Long at  
9 the time that we first put it on our monthly fee application;  
10 she understood the explanation. I'm not going to speak as to  
11 whether she thinks it's a wonderful idea. But we did talk  
12 about it and we agreed that putting it on our fee application  
13 was the simplest way to accomplish that.

14 THE COURT: All right. All right, then, Mr. Walsh, I  
15 will consider those comments and I will review, then, my (sic)  
16 application again and I will advise you if I change my mind  
17 about those charges.

18 MR. WALSH: Thank you, Your Honor.

19 THE COURT: Thank you.

20 All right, next on the list is Carmody MacDonald,  
21 local counsel to the creditors' committee. I will approve the  
22 application in the amounts that were requested.

23 Then we have Cole Schotz, who's creditors' committee  
24 conflict counsel. I'll approve the application in the amounts  
25 requested there.

1 Next is Curtis, Mallet-Prevost, et al., who is  
2 Debtors' conflicts counsel. I have requested, and I'm looking  
3 for, more detail on the meal, transportation and travel cost;  
4 I'll be looking for that within seven days and that can be sent  
5 directly to my chambers.

6 Next is Davis Polk, Debtors' counsel. They are  
7 aware -- I'm looking for some detail on expenses for travel,  
8 meals, outside-document retrieval, court and other fees and  
9 litigation support; and again, that can be sent directly to  
10 chambers.

11 Next is Ernst & Young, who's the independent auditor  
12 and tax advisors for the debtors. I'll make the following  
13 reductions to their application, as far as expenses are  
14 concerned: \$147 for meals for five; \$36.89 for an overtime  
15 meal; and \$168.20 for dinner for three; for a total reduction  
16 of \$352.09. I'm also looking for some additional information,  
17 which I think they're aware of, for delivery charges, for bank  
18 confirmation and Creative Services charges for preparation of  
19 bank confirmations and audit opinions and consent.

20 MR. PETERSON: Good morning, Your Honor. This is Lars  
21 Peterson on behalf of Ernst & Young.

22 THE COURT: Yes.

23 MR. PETERSON: If Your Honor would like me to clarify  
24 at this time the bank-confirmation charges, I'm prepared to do  
25 that. If you prefer that we provide it to you in chambers, we

1 can do that as well.

2 THE COURT: Whatever would be your preference.

3 MR. PETERSON: Well, since we're here, Your Honor,  
4 the -- as part of the annual audit, Ernst & Young verified the  
5 bank-account balances and certain accounts-receivable balances,  
6 with Patriot customers. And some of these bank-account  
7 balances are verified using an online service, called  
8 Confirmation.com, and the charges that show up on Ernst &  
9 Young's expense detail describe a delivery charge for bank  
10 confirmation and that were linked to the American Express  
11 purchasing card. Those are charges from Confirmation.com for  
12 these bank-account verifications and they're passed through  
13 directly to Patriot on this fee application.

14 The charges that are described as preparation of bank  
15 confirmation and that are linked to the Creative Services  
16 charges on the fee application, those are similar but they're a  
17 form of verification, of either bank-account balances or  
18 accounts-receivable balances of customers, that were not  
19 available electronically through Confirmation.com and that were  
20 requested through paper requests. And Ernst & Young's internal  
21 Creative Services Group takes charge of preparation and  
22 printing and postage account-confirmation requests, such as  
23 these that are done on paper, and that's what the two charges  
24 are for the Creative Services Group that are described as  
25 preparation of bank confirmations. So they're internal Ernst &



PATRIOT COAL CORPORATION, et al.

1 Young charges billed to this account, from the Creative  
2 Services Group. So we -- I mean, they are necessary expenses  
3 of performing the audit.

4 Does Your Honor have any other questions about them?

5 THE COURT: No. That addressed -- those were exactly  
6 the charges that I had looked at. All right, then I will  
7 complete my review, then, Mr. Peterson, and I'll let you know  
8 if there're any further reductions. But you have certainly  
9 answered my questions on that.

10 MR. PETERSON: Thank you, Your Honor.

11 THE COURT: All right, thank you.

12 All right, next on the list is GCG, Inc., who's the  
13 administrative agent for the debtors. I'll approve their  
14 application in the amounts requested.

15 And we have Greenberg Traurig, who's special counsel  
16 to the debtor. I'll approve their application in the amounts  
17 requested.

18 All right, then we have Houlihan Lokey, who's the tax  
19 advisors to the creditors' committee. There have been, if I  
20 can tell, about 2,000 dollars in reductions already on that  
21 one, as far as expenses? Am I looking --

22 MR. HUEBNER: Yes, Your Honor. A little bit more than  
23 that, but yes.

24 THE COURT: All right.

25 MR. MAZZUCCHI: Yes, Your Honor, this is Matthew

## PATRIOT COAL CORPORATION, et al.

34

1 Mazzucchi for Houlihan Lokey, the financial advisor to the  
2 creditors' committee.

3 I had discussions with the U.S. Trustee; we've agreed  
4 to a 2,500 dollar deduction for all overtime meal charges.

5 THE COURT: All right.

6 All right. All right, then I will make, as well, the  
7 following reductions: There's ground transportation of \$114.91  
8 for one person, not including the additional person that same  
9 day at \$46.03, so I'll reduce by the \$114.91. Similarly, there  
10 was ground-transportation charges of \$112.73 on the same day  
11 that there was additional transportation for an additional  
12 person as well, so I'll reduce by the 124 -- I'm sorry -- by  
13 the \$112.73. Similar situation: \$124.48 for one person on  
14 ground transportation when there was a charge of \$46 that same  
15 day for another person, so I'll reduce by that amount as well.  
16 There is parking of \$142.40 on the same day when there's an  
17 additional \$106.95 in parking, so I'll reduce by the \$142.40.  
18 And likewise, another day when there are \$80 in parking when  
19 there's an additional \$80.21 for parking that same day, so I'll  
20 reduce those expenses by \$80; for a total reduction, of those  
21 charges, of \$547.52.

22 I have down here that there was a meal charge of  
23 \$171.41 that was from 2012. I will check -- or, Mr. Huebner,  
24 I'll ask you to check -- or -- I'm sorry -- Mr. Willard, I will  
25 ask you to check and make sure that that's not duplicative of

PATRIOT COAL CORPORATION, et al.

1 what Mrs. Long has already asked them to reduce. Thank --

2 MR. WILLARD: Will do that, Your Honor.

3 THE COURT: All right, thank you.

4 And then there's travel meals that I will reduce by --  
5 there's \$560 for seventy people; \$56.06, \$61.17, \$42.74,  
6 \$41.19, \$38.30, all for one person. There's travel meals of  
7 \$119.70 for two people, as well as \$144.33 in travel meals for  
8 two that same day. There're additional travel meals in the  
9 amount of \$40.26, \$63.47, \$29.31, \$32.66, \$32.66, \$51.10,  
10 \$26.33, all for one person. There are also \$613.36 in one day  
11 for overtime meals, and \$182.68 in overtime meals for four  
12 people. So I'll reduce for \$2,135.32.

13 And again, Mr. Willard, I think, there at the end, I  
14 included \$182.68 in overtime meals. We'll -- we can check that  
15 out and make sure that we are not reducing twice for them.

16 And then finally, I'll reduce the legal fees \$5,721  
17 where there was no detail provided; for, we think, an  
18 approximate total reduction of \$8,430.84 in expenses. And  
19 we'll firm up the exact number.

20 All right, the next on the list is Jack --

21 MR. MAZZUCCHI: If I can -- Your Honor, it's Matt  
22 Mazzucchi. If I might inform the Court on the DLA Piper  
23 charge, the 5,000 dollar disallowed charge, for a moment?

24 THE COURT: Yes.

25 MR. MAZZUCCHI: That was a separate matter which was

PATRIOT COAL CORPORATION, et al.

1 fully invoiced, with all the detail provided in our monthly fee  
2 statement at the time. That was also a charge that's provided  
3 for in our engagement letter, for the cost of negotiating our  
4 successful engagement letter.

5 Excuse me.

6 I know that this pre-date --

7 Apologize.

8 This pre-dated the Court's time. But there was a  
9 rather lengthy negotiation with the former U.S. Trustee, on the  
10 terms of our engagement, which was essentially settled. And  
11 all those fees were documented and the expense detail provided  
12 as well.

13 THE COURT: All right --

14 MR. MAZZUCCHI: So I might add that we could perhaps  
15 resubmit those for Your Honor.

16 THE COURT: Well, I'll pull the monthly fee statement;  
17 I may have overlooked it, or maybe I looked at the fee  
18 application, although I think I have all the monthly fee  
19 statements. But I'll pull the monthly fee statements again and  
20 see if I have that information; if I don't, I'll have my law  
21 clerk contact you all to provide it with me (sic) and I'll see  
22 if I have it and I'll reconsider that.

23 MR. MAZZUCCHI: Thank you, Your Honor.

24 THE COURT: All right, thank you.

25 All right, then next is Jackson Kelly, which is

## PATRIOT COAL CORPORATION, et al.

37

1 special counsel to the debtors. There I'm looking for detail  
2 on travel, and that can be sent directly to chambers.

3 Next is Kramer Levin. I have a reduction of forty  
4 dollars for in-house meals, two on the same day, by the same  
5 person. And I also need, and have already been provided, some  
6 of the detail that I am looking for regarding expenses for  
7 document retrieval, other fees, travel and meetings. So I'll  
8 be reviewing that documentation as well.

9 All right, next is Mesirow Financial; they are  
10 consultants to the creditors' committee. I will make a  
11 reduction of \$147.43. There was a trip and there were two  
12 rental cars when probably they could have done with one. Other  
13 than that reduction, I'll approve the fees in the amounts  
14 requested, then.

15 Next is Stahl Cowen, who is counsel to the salaried-  
16 retiree committee. I'll approve their application in the  
17 amounts requested.

18 Next on the list, then, is Steptoe & Johnson, special  
19 counsel to the debtors. I have requested -- I believe I  
20 already received -- some detail on their travel expenses, and  
21 I'll be reviewing that.

22 And then lastly, I have Thompson Coburn, who's special  
23 counsel to the debtors. I believe they are providing me with  
24 some additional detail on the expenses, and I will review that.

25 Thank you, Mr. Warfield.

PATRIOT COAL CORPORATION, et al.

1 All right, and once I have completed my additional  
2 review, then I will contact, Mr. Huebner, your office for a  
3 revised proposed that we can plug the appropriate numbers into.

4 MR. HUEBNER: Absolutely, Your Honor. Happy to do it.  
5 I also do want to confirm for the record that we did not in  
6 fact snoop around Bryan Cave and look at other people's  
7 documents, as Mr. Walsh previously suggested to the Court.

8 THE COURT: All right, thank you, Mr. Huebner.

9 MR. HUEBNER: Well, we did successfully find their  
10 snack and soda cabinet --

11 THE COURT: Ah-hah.

12 MR. HUEBNER: -- which was an essential victory for  
13 our very tired team.

14 THE COURT: I understand. I do kind of miss that from  
15 being at the law firm. No one just leaves snacks and coffee  
16 and, you know, special creamers at my office, but we get by.

17 MR. WALSH: Your Honor, I don't --

18 MR. HUEBNER: Your Honor --

19 MR. WALSH: -- I don't even know where the snacks are  
20 on the 11th floor, so I'll be following up with Mr. Huebner  
21 about that.

22 THE COURT: All right.

23 All right, so I think that takes care of all the  
24 applications, then, for compensation. So that brings us to the  
25 omnibus objection to claims 3014, which is the seventeenth

## PATRIOT COAL CORPORATION, et al.

39

1 omnibus objection. And I believe -- are we having some  
2 argument on that, then, this morning?

3 MR. WALSH: Yes, Your Honor.

4 THE COURT: All right.

5 MR. WALSH: Yes, Your Honor. This is the objection to  
6 the claims in what's referred to as the Pettry litigation --  
7 the docket number of the objection is 4670 -- and it involves  
8 eighteen claims by plaintiffs who were all -- they were all  
9 plaintiffs in a single case in West Virginia State Court. The  
10 objection is based on res judicata and the Rooker-Feldman  
11 doctrine, as was the eighteenth that Your Honor disposed of  
12 already.

13 The briefing is voluminous, as I'm sure you've  
14 noticed, Your Honor, but there're really only three key points  
15 here: First, the case was dismissed on summary judgment.  
16 Second, under West Virginia law, the dismissal is preclusive.  
17 Notwithstanding the losing party's disagreement with the  
18 result, it is preclusive under Virginia law -- the Burgess  
19 (ph.) case that we cited in our moving papers -- and our  
20 objection makes that clear. And under 28 U.S.C. Section 1738,  
21 a federal court has to give the dismissal the same effect that  
22 a state court would give to it. Those three points, Your  
23 Honor, are sufficient to trigger the application of res  
24 judicata, or claim preclusion, and require disallowance of  
25 these claims.

1           The Rooker-Feldman doctrine is really a layer on top  
2 of that. I don't think it's necessary for the Court to reach  
3 Rooker-Feldman, because res judicata is sufficiently clear  
4 here. But the bottom line of Rooker-Feldman is that the only  
5 federal court that can review and reject the result of a state-  
6 court litigation is the U.S. Supreme Court; the courts of  
7 appeals, district courts, bankruptcy courts, tax court and the  
8 other federal courts cannot.

9           Much of the response by the Pettry plaintiffs relates  
10 to the automatic stay, and I would suggest to the Court the  
11 automatic stay is not relevant to this question. The automatic  
12 stay clearly did not apply to the nondebtor defendants, which  
13 seems to be the thrust of much of the argument. In some  
14 respects, much of the argument's not directed at the debtors;  
15 it's directed to what happened with the rest of the case.  
16 That's not an automatic-stay issue. It doesn't protect  
17 nondebtors. We did not come to court and ask for it to protect  
18 nondebtors, which is a possible outcome in certain cases, but  
19 it certainly didn't happen here.

20           And under the Dennis case from the Eighth Circuit, the  
21 automatic stay also doesn't prevent a state court from  
22 dismissing litigation in which the debtor is a defendant, as  
23 long as it's in a manner that's not inconsistent with the  
24 automatic stay. And I would suggest there's nothing  
25 inconsistent with the automatic stay that happened here. The



## PATRIOT COAL CORPORATION, et al.

41

1 case was dismissed and it went away; there was no seizure of  
2 assets, property of the estate; there was no pursuit of  
3 litigation against the debtor; any of the various other things  
4 that the automatic stay is designed to prevent.

5 That, Your Honor, in summary form, is it. The claims  
6 have been dismissed in state court and they have to be  
7 disallowed in this court as a result. And for those reasons,  
8 we would request that the objection be sustained and the claims  
9 be disallowed.

10 Unless Your Honor has any questions about our  
11 arguments, I'm happy to yield the podium to Mr. Basile.

12 THE COURT: All right. I do not have any questions.  
13 Thank you, Mr. Walsh.

14 MR. WALSH: Thank you, Your Honor.

15 THE COURT: Mr. Basile, you may proceed.

16 MR. BASILE: Thank you, Your Honor. This case is not  
17 like the eighteenth omnibus objection, Palmer litigation case;  
18 just to start out with that point. It's very different  
19 procedurally, and that's why Rooker-Feldman does not apply;  
20 that's why the automatic stay is an issue in this case and was  
21 not in the Palmer litigation. In that case, a motion to  
22 dismiss was fully briefed, argued and submitted to the state-  
23 court judge prior to the filing of the petition for bankruptcy  
24 on July the 9th, 2012 by the Patriot Coal debtors. Here, on  
25 July the 9th, 2012, the Pettry litigation was still in the

## PATRIOT COAL CORPORATION, et al.

42

1 throes of litigation; the matter on summary judgment had not  
2 been submitted to the Court, had not been submitted to the  
3 Court until November the 9th of 2012.

4           On July the 9th of 2012 when the petition was filed,  
5 the entire Pettry case should have been stayed because not only  
6 did the Pettry claimants have claims against Eastern -- the  
7 Patriot-related debtor in the Pettry case -- but three  
8 nondebtors in the Pettry litigation. Nalco Chemical, Ciba  
9 Specialty Chemical -- which is now known as BASF -- and Cytec  
10 Chemical, all filed cross-claims against Eastern in the Pettry  
11 litigation. As a matter of fact, on the schedule of assets and  
12 liabilities that was filed by the debtors, each of those cross-  
13 claims is listed, arising out of the Pettry litigation; Nalco,  
14 Cytec and Ciba's cross-claims are listed. So they were  
15 creditors from the outset of filing of the petition. And the  
16 debtor knew this.

17           So the entire case needs -- should have been stayed.  
18 Judge Hummel -- the state-court judge, who did take some  
19 limited argument on the issue, not in a hearing but he did take  
20 some limited argument, which I referred to in the briefing --  
21 Judge Hummel acknowledged claims against the debtor needed to  
22 be stayed, but he rejected my argument made to him back in July  
23 of 2012, just weeks after the prayer for petition was filed --  
24 the petition for bankruptcy, rather. He rejected my arguments  
25 that the entire case should be stayed.

1           As the matter moved forward and the judge heard some  
2 summary judgment, he only heard summary-judgment arguments from  
3 the nondebtors, because Eastern had already withdrawn its own  
4 filed summary-judgment motions. So at the time that the Court  
5 dismissed all claims in the case, there was no summary-judgment  
6 motion that had been filed by Eastern that it was granting;  
7 rather, the Court, as a sanction against me -- and those are  
8 other side issues I'm sure this Court doesn't need to concern  
9 itself with at this time. But as a sanction, the court  
10 dismissed the Eastern case claims as well.

11           When I filed a Rule 59 and 60 motion challenging the  
12 court's various rulings, including these that are before the  
13 Court today, the judge admitted openly that he had made a  
14 mistake, he should not have dismissed the claims that were  
15 filed against Eastern, because it was in bankruptcy. I have  
16 attached as Exhibit B, in support of the Pettry claimants'  
17 response opposing the objection, those portions of the  
18 transcript from March 26, 2013 where the court openly admitted  
19 at the outset of that hearing, Mr. Basile -- essentially he  
20 said, paraphrasing, Mr. Basile, you got me on that, you're  
21 right, I shouldn't have dismissed those claims, they're  
22 reinstated. However, by the end of the hearing, perhaps  
23 because of some of the other challenges I raised with the  
24 judge -- one can't be sure -- the judge made a comment about he  
25 was going to be a catbird and he was reversing his earlier

1 reversal and he was going to let the dismissals against Eastern  
2 stand, and kind of sarcastically said, maybe that'll help you  
3 on your appeal.

4 Well, I don't believe the judge knew at the time --  
5 and I will confess that I certainly did not know at the time,  
6 because I don't do bankruptcy law -- but I had no idea really  
7 that the relief for me at that time -- my clients -- was not in  
8 front of the West Virginia Supreme Court, where that appeal is  
9 still pending, but the relief was really here in bankruptcy,  
10 because only this Court has jurisdiction to determine the scope  
11 of an automatic stay.

12 And there are several cases cited to by the debtor, in  
13 its reply brief, that don't apply here. There is a general  
14 reference to a principle, stated in a couple of circuit court  
15 of appeals cases, that a bankruptcy court can't set aside a  
16 decision or a dismissal made by another court. Each of those  
17 three or four cases cited in the brief is referring to  
18 jurisdictional authority that the underlying dismissing court  
19 had, because it was a federal court.

20 So each of those cases cited didn't have any problem  
21 with a dismissal of claims against the debtor that might have  
22 occurred while the stay was in order, because a district court  
23 had made those rulings. And as the Court well knows, the  
24 district courts have original and exclusive jurisdiction of  
25 bankruptcy matters and decisions about automatic stay but also

## PATRIOT COAL CORPORATION, et al.

45

1 refer, of course, to this Court, to bankruptcy courts, most of  
2 the matters that are handled for bankruptcy. But when it comes  
3 to a state court, those -- none of those cases said anything  
4 about a state-court decision cannot be overturned.

5           The more recent decision out of the Eighth Circuit  
6 that is much more on point to what's going on here, Your Honor,  
7 and the claims raised by the Pettry claimants, and our  
8 opposition to the objections raised by the debtor, is In re  
9 Vierkant; it was simply ignored and not discussed in the reply  
10 brief by the debtor. That case is eleven years after  
11 Dennis v. A.H. Robins. And it is In re Vierkant that is on  
12 point because, in that very case, the Bankruptcy Appeals Court  
13 in this circuit said that the state-court judgment was subject  
14 to collateral attack because it violated the automatic stay.  
15 And that's what we have here.

16           In addition, Your Honor, there are a multitude of  
17 circuits that I have referred the Court to in my brief, where  
18 the circuits have said -- at least those that have addressed  
19 it -- you do not decide later after something may have  
20 transpired in violation of the stay that helps a debtor -- you  
21 don't decide at that point whether the stay violation was  
22 proper, depending on whether there was a benefit to the debtor  
23 or not, by some action of a court that was in violation of the  
24 stay; you have to decide at the inception of the filing of the  
25 petition for relief. In other words, when bankruptcy was filed

## PATRIOT COAL CORPORATION, et al.

46

1 on July 9th 2012, that is the time when you look at -- the stay  
2 takes effect, and anything that happens after that that  
3 violates it is void ab initio. And that is the holding -- that  
4 is the rule in the Eighth Circuit, along with the majority of  
5 circuits who have looked at this issue. There's only two that  
6 hold that a violation of a stay is voidable, but in this  
7 circuit the law is, violations of automatic stays are void ab  
8 initio. And you can't make the determination afterwards about  
9 whether a benefit to the debtor should sort of forgive that  
10 violation. If it's void, it's void, and all effects that take  
11 place after that are void as related to action taken in the  
12 case.

13 In addition, Your Honor, when -- because you refer to  
14 an examination of an automatic stay at the inception when it  
15 was filed, not later on down the line, you have to remember  
16 that this petition for bankruptcy was filed in the Southern  
17 District of New York, and the Second Circuit Court of  
18 Appeals -- where the Southern District of New York Bankruptcy  
19 Court sits, like this circuit court of appeals -- also holds  
20 violations of stay are void ab initio.

21 So the failure of the state-court judge, the failure  
22 of any of the nondebtors in the Pettry case, to seek guidance  
23 from or relief from this Court -- or the Southern District of  
24 New York at the time that the case was pending there before it  
25 was transferred here -- neither -- having not done that, having

## PATRIOT COAL CORPORATION, et al.

47

1 not lifted the stay, the stay is in effect. The stay affects  
2 all parties. And until there's a determination otherwise, that  
3 is the scope of the stay. Only the Court can modify it, as the  
4 Court well knows.

5 Further, in recent filings with this Court, you will  
6 notice, Your Honor, that there are a number of stipulations  
7 that have been filed as between the debtor and some of the  
8 state-court litigants in West Virginia in other cases, where  
9 they have agreed to modify the stay for limited purposes,  
10 mostly to pursue possible insurance coverage for claims. And  
11 that's the procedure that Your Honor knows is normally followed  
12 and must be followed. There must be an agreement or a ruling  
13 by the court, to modify the stay, in any action where the  
14 debtor is taking -- is -- the debtor is involved as a defendant  
15 or as a party.

16 And here, as I said earlier, Your Honor, it's not just  
17 claims by the Pettry plaintiffs; there were cross-claims filed  
18 by Nalco, Ciba and Cytec, and they're listed with this Court on  
19 the assets and liabilities sheet filed very early on in this  
20 litigation.

21 So, Your Honor, Rooker-Feldman does not apply. And in  
22 fact, the case law is patently clear with respect to Rooker-  
23 Feldman that the one exception that exists under the Rooker-  
24 Feldman doctrine is that state-court actions are subject to  
25 collateral attack if they have been taken in violation of a

1 stay. That is the exception that you'll see all over the case  
2 law. It simply doesn't apply here.

3 And then there are procedural arguments as well, Your  
4 Honor, which weren't addressed in the opening argument, but I  
5 believe that there're procedural concerns as well. The omnibus  
6 objections, as I understand, Your Honor, both under bankruptcy  
7 law and according to this Court's own order that it entered,  
8 which established what the proper procedures were for filing  
9 objections, the Court referred to the permission the debtor  
10 could have to file omnibus objections, and added in addition  
11 that there were other issues that could encompass omnibus  
12 objections. And the Court clearly set forth on page 3 of its  
13 order -- docket 3021 is the docket number, at page 3; the Court  
14 described what was the scope of an omnibus objection, the scope  
15 it could take, and further specified what was permissible to  
16 include in an omnibus objection. Neither what is listed in the  
17 Court's order, as I read it, nor what is listed in the statutes  
18 with respect to what an omnibus objection can contain, none of  
19 that applies to this particular type of objection. And so I  
20 believe there's procedural flaws to the filing of the  
21 objection, as well.

22 So those are the majority of the points that I wish to  
23 state, Your Honor. And if the Court has any questions, I'd be  
24 happy to answer.

25 THE COURT: No, Mr. Basile, I don't have any



## PATRIOT COAL CORPORATION, et al.

49

1 questions. Thank you.

2 Mr. Walsh, do you have anything else, briefly?

3 MR. WALSH: A brief rebuttal, Your Honor. Let me  
4 start where Mr. Basile ended on the procedural issue. The  
5 basis for this objection is that the debtors are not liable for  
6 these claims. How do we know the debtors are not liable for  
7 these claims? Because the West Virginia Court said the  
8 debtor's not liable for these claims. And that's one of the  
9 permitted bases, under Your Honor's order, for an omnibus  
10 objection.

11 On the automatic stay, Your Honor, it's a shield; it's  
12 not a sword. The automatic stay protects the debtor. The  
13 automatic stay, at least in some courts, protects one creditor  
14 against aggressive action, taken by another creditor, that  
15 might impair its interests. The automatic stay does not  
16 protect the Pettry claimants against the dismissal of their  
17 claims. That does not harm the debtor in any way; it does not  
18 harm any other creditor of the estate, in any way. And as we  
19 suggested in our reply, for that reason, the Pettry claimants  
20 do not have standing to assert that the automatic stay has been  
21 violated. Nevertheless, as I mentioned in my opening  
22 statement, it has not been violated, as the Dennis court  
23 teaches us.

24 On the Rooker-Feldman issue, Your Honor, I would  
25 suggest to the Court that there's nothing more fundamental in a

1 bankruptcy case than a discharge. It's like the automatic stay  
2 and then some, Your Honor. And the Eighth Circuit has held  
3 that if a state court construes a discharge, it is binding if  
4 the parties return to the bankruptcy court and try and obtain a  
5 different interpretation of the discharge. It's binding under  
6 Rooker-Feldman. The state-court decision that goes all the way  
7 to a decision, that issue is done and the federal courts do not  
8 have jurisdiction to reverse that issue. If that is the case  
9 for the discharge, it is certainly the case for the automatic  
10 stay, Your Honor.

11 Finally, we do still have the issue of res judicata,  
12 Your Honor, which Mr. Basile talked about only briefly; he  
13 spent a lot of time on Rooker-Feldman. Res judicata is much  
14 more fundamental. Judges sometimes make mistakes. Juries  
15 sometimes make mistakes. But when a judgment is entered, that  
16 is the judgment of that court; and if it's a state court,  
17 Section 1738 makes it binding on a federal court. The full-  
18 faith-and-credit clause of the constitution makes it binding on  
19 the courts of another state. That's the principle of res  
20 judicata and that's how it works.

21 This isn't about whether the state court was right or  
22 wrong, this deposition of the merits in particular. The issue  
23 is, if a district -- that the state court has done what it's  
24 done and it is final, it is res judicata. And that's the basis  
25 for this objection.

**PATRIOT COAL CORPORATION, et al.**

1 Unless Your Honor has any questions, I will take a  
2 seat.

3 THE COURT: All right, no, I do not have any questions,  
4 Mr. Walsh. Thank you.

5 MR. WALSH: Thank you, Your Honor.

6 THE COURT: Let me take a brief recess; then I'll come  
7 back in with my ruling. We'll be in temporary recess.

8 (Recess from 11:22 a.m. until 11:49 a.m.)

9 THE CLERK: Please rise.

10 Your Honor, we are back on the record.

11 THE COURT: All right, thank you.

12 Be seated, please.

13 All right, I have reviewed the seventeenth omnibus  
14 objections, Claimants' response and the reply, and the  
15 arguments that were presented here today, and I will sustain  
16 the objection, and the claims will not be allowed. And I will  
17 prepare that order in chambers.

18 All right, Mr. Walsh, any other request, then, on  
19 behalf of the debtor?

20 MR. WALSH: No, Your Honor. Thank you.

21 THE COURT: All right, Mr. Basile, anything else on  
22 behalf of the claimants?

23 MR. BASILE: No. Thanks.

24 THE COURT: All right. Thank you.

25 All right, then I believe that concludes everything,

**PATRIOT COAL CORPORATION, et al.**

1 unless any of the other parties have any other requests, in the  
2 courtroom?

3 All right, any of the parties on the phone have any  
4 other requests?

5 All right, then hearing none, we'll be in recess.

6 UNIDENTIFIED SPEAKER: Thank you, Your Honor.

7 THE COURT: Thank you.

8 UNIDENTIFIED SPEAKER: Thanks, Your Honor.

9 (Whereupon these proceedings were concluded at 11:49 AM)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

RULINGS

	Page	Line
Debtors' omnibus objection to Claims 1522 and others (eighteenth omnibus objection to claims - Palmer litigation claims), sustained. The claims are disallowed.	16	18
Debtors' application to employ Ogletree, Deakins, Nash, Smoak & Stewart, P.C. as special labor-relations counsel, approved.	17	1
Debtors' omnibus application to expand retention of professionals to include new debtors, granted as to the twelve professionals that filed declarations. The matter will be continued to November 19th as to the remaining four professionals that have not filed declarations.	18	8
Debtors' motions making certain orders and other pleadings entered or filed by Debtors in Chapter 11 Cases applicable to new debtors, granted as to Brody Mining, LLC and Patriot Ventures LLC.	19	12

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
Application for compensation for Blackstone Advisory Partners, granted as to fees requested, and expenses are reduced by \$2,556.83.	26	6
The debtors will come back to the Court as to the reduction amount for local meals.		
Application for compensation for Bowles Rice LLP, granted.	28	4
Application for compensation for Bryan Cave LLP, granted as to fees. The Court will further consider the request for reimbursement of expenses.	30	15
Application for compensation for Carmody MacDonald, approved in the amounts requested.	30	21
Application for compensation for Cole, Schotz, Meisel, Forman & Leonard, P.A., approved in the amounts requested.	30	24
The Court is to be provided, within seven days, further information as to meal, transportation and travel costs, as to the application for compensation for Curtis, Mallet-Prevost, Colt & Mosle LLP.	31	4

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
The Court is to be provided with further information as to expenses for travel, meals, outside-document retrieval, court and other fees and litigation support, as to the application for compensation for Davis Polk & Wardwelll LLP.	31	9
Application for compensation for Ernst & Young LLP, approved as to requested fees.	33	7
The Court will further review the expenses.		
Application for compensation for GCG, Inc., approved in the amounts requested.	33	13
Application for compensation for Greenberg Traurig, LLP, approved in the amounts requested.	33	16
Application for compensation for Houlihan Lokey Capital, Inc. will be granted in the reduced amounts to be further determined.	36	22
The Court is to be provided with further information as to travel expenses, as to the application for compensation for Jackson Kelly PLLC.	37	1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
Application for compensation for Kramer Levin Naftalis & Frankel LLP will be reduced \$40 for in-house meals, and the Court will review provided documentation as to expenses for document retrieval, other fees, travel and meetings.	37	8
Application for compensation for Mesirow Financial Consulting, LLC, approved as to the fees in the amount requested, and reduced by \$147.43 as to expenses to be reimbursed.	37	13
Application for compensation for Stahl Cowen Crowley Addis, LLC, approved in the amounts requested.	37	16
The Court will review the information provided as to travel expenses, as to the application for compensation for Steptoe& Johnson PLLC, special counsel.	37	21
The Court is to be provided with further detail on expenses, as to the application for compensation for Thompson Coburn LLP.	37	24



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
Debtors' seventeenth omnibus objection to claims (Pettry litigation claims) filed by Debtor Patriot Coal Corporation (RE: related document(s) 4670 omnibus objection to claims 3014 and others), is sustained, and the claims are disallowed.	51	15

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I, Clara Rubin, certify that the foregoing transcript is a true and accurate record of the proceedings.



---

CLARA RUBIN

eScribers

700 West 192nd Street, Suite #607

New York, NY 10040

Date: October 23, 2013



Digitally signed by eScribers, LLC  
DN: cn=eScribers, LLC gn=eScribers, LLC  
c=United States I=US o=eScribers  
ou=eScribers e=operations@escribers.net  
Reason: I attest to the accuracy and  
integrity of this document  
Location:  
Date: 2013-10-23 11:26-04:00

	\$41.19 (1) 35:6	accurate (1) 24:19	against (11) 16:10;41:3;42:6, 10,21;43:7,15;44:1, 21;49:14,16	amounts (7) 28:4;30:22,24; 33:14,16;37:13,17
\$	\$42.74 (1) 35:5	achieve (1) 22:4	Agent (8) 7:20;8:12;10:20; 11:5,5;13:3,11;33:13	ANA (2) 11:9;13:12
\$106.95 (1) 34:17	\$44.70 (1) 25:24	acknowledged (1) 42:21	agented (2) 21:24,25	ANDREA (2) 10:24;13:3
\$109.03 (1) 26:5	\$457.52 (1) 25:22	action (4) 45:23;46:11;47:13; 49:14	agents (1) 22:2	ANGELA (1) 7:17
\$112.73 (2) 34:10,13	\$46 (1) 34:14	actions (1) 47:24	aggressive (1) 49:14	Angie (1) 12:14
\$114.91 (2) 34:7,9	\$46.03 (1) 34:9	actual (1) 30:5	agree (1) 26:23	announced (2) 15:21;22:12
\$119.70 (1) 35:7	\$5,721 (1) 35:16	actually (5) 19:8;22:2,4,6; 24:11	agreed (5) 21:5;27:5;30:12; 34:3;47:9	annual (1) 32:4
\$124.48 (1) 34:13	\$51.10 (1) 35:9	add (2) 24:18;36:14	agreement (1) 47:12	answered (1) 33:9
\$14,238.65 (1) 28:12	\$547.52 (1) 34:21	added (1) 48:10	AH (1) 45:11	apologize (4) 19:23;24:3;25:15; 36:7
\$142.40 (2) 34:16,17	\$56.06 (1) 35:5	ADDIS (1) 10:10	Ah-hah (1) 38:11	appeal (2) 44:3,8
\$144.33 (1) 35:7	\$560 (1) 35:5	addition (4) 29:21;45:16;46:13; 48:10	airfare (1) 25:21	appeals (5) 40:7;44:15;45:12; 46:18,19
\$147 (1) 31:14	\$61.17 (1) 35:5	additional (12) 25:10,13,14;31:16; 34:8,11,11,17,19; 35:8;37:24;38:1	al (1) 31:1	appear (3) 13:24;22:21;26:2
\$147.43 (1) 37:11	\$613.36 (1) 35:10	address (1) 21:15	ALFONSO (4) 11:9;13:13;14:24, 25	appearances (1) 12:9
\$15.95 (1) 25:23	\$63.47 (1) 35:9	addressed (3) 33:5;45:18;48:4	allow (1) 29:2	APPEARING (4) 11:12;12:16,17; 14:3
\$162.23 (1) 26:4	\$8,430.84 (1) 35:18	addresses (1) 17:14	allowed (1) 51:16	applicability (1) 19:5
\$168.20 (1) 31:15	\$8,840 (1) 28:8	administrative (1) 33:13	along (3) 14:21;15:16;46:4	applicable (1) 18:21
\$171.41 (1) 34:23	\$80 (3) 26:1;34:18,20	admitted (2) 43:13,18	alphabetical (1) 23:15	applicants (1) 25:3
\$182.68 (2) 35:11,14	\$80.21 (1) 34:19	ADRIANA (2) 11:17;12:20	alternative (1) 29:14	application (23) 13:25;16:21,23; 17:2,5,25;18:9;28:4; 29:13;30:7,9,12,16, 22,24;31:13;32:13, 16;33:14,16;36:18; 37:16;39:23
\$2,135.32 (1) 35:12	\$989.40 (1) 25:22	ab (3) 46:3,7,20	although (2) 30:6;36:18	applications (10) 12:18;19:17;23:12, 21:25;2,3,10,12,16; 38:24
\$2,556.83 (2) 25:19;26:5		ability (3) 28:23,24;29:2	always (2) 25:3,16	applies (1) 48:19
\$2,648.25 (1) 28:11	A	able (2) 22:11;29:6	amend (2) 15:21,24	apply (5) 40:12;41:19;44:13; 47:21;48:2
\$2,750.40 (1) 28:9		absolutely (2) 17:19;38:4	amended (1) 24:12	appreciate (1) 23:2
\$20 (2) 25:21;26:2		acceptable (1) 18:2	America (7) 8:12,21;11:4; 13:11,20;14:24; 15:25	appreciates (1) 25:7
\$26.33 (1) 35:10		access (1) 28:23	American (1) 32:10	approached (1) 27:5
\$29.31 (1) 35:9		accomplish (1) 30:13	Americas (1) 10:4	appropriate (3) 23:7;26:24;38:3
\$32.66 (2) 35:9,9		according (1) 48:7	among (2) 20:14,18	approve (11)
\$352.09 (1) 31:16		account (1) 33:1	amount (7) 25:18,25;26:7; 27:11;29:15;34:15; 35:9	
\$36.89 (1) 31:14		account-confirm (1) 32:22		
\$378 (1) 25:23		accounts-receivable (2) 32:5,18		
\$38.30 (1) 35:6				
\$40 (1) 26:3				
\$40.26 (1) 35:9				

17:1;18:9;22:6; 26:6;28:4;30:21,24; 33:13,16;37:13,16 <b>approximate (1)</b> 35:18 <b>approximately (1)</b> 21:22 <b>Arch (5)</b> 20:20,20,25;21:1, 19 <b>argued (1)</b> 41:22 <b>argument (6)</b> 39:2;40:13;42:19, 20,22;48:4 <b>arguments (5)</b> 41:11;42:24;43:2; 48:3;51:15 <b>argument's (1)</b> 40:14 <b>arise (1)</b> 28:20 <b>arising (1)</b> 42:13 <b>ARMSTRONG (2)</b> 7:2;13:16 <b>around (3)</b> 15:15;29:4;38:6 <b>arranged (1)</b> 29:8 <b>aside (1)</b> 44:15 <b>assert (1)</b> 49:20 <b>assets (3)</b> 41:2;42:11;47:19 <b>assiduously (1)</b> 22:17 <b>attached (1)</b> 43:16 <b>attack (2)</b> 45:14;47:25 <b>Attorney (1)</b> 9:3 <b>Attorneys (11)</b> 7:3,11,20;8:3,12, 21;9:20;10:3,11,20; 11:4 <b>audit (3)</b> 31:19;32:4;33:3 <b>auditor (1)</b> 31:11 <b>authority (1)</b> 44:18 <b>automatic (20)</b> 40:10,11,11,21,24, 25;41:4,20;44:11,25; 45:14;46:7,14;49:11, 12,13,15,20;50:1,9 <b>automatic-stay (1)</b> 40:16 <b>available (1)</b> 32:19	<b>Avenue (5)</b> 6:21;7:12;10:4,21; 11:6 <b>aware (5)</b> 16:24;19:3;25:11; 31:7,17 <b>away (1)</b> 41:1  <b>B</b>  <b>back (4)</b> 19:15;42:22;51:7, 10 <b>backstop (1)</b> 21:7 <b>backup (1)</b> 27:16 <b>balances (5)</b> 32:5,5,7,17,18 <b>Bank (10)</b> 6:12;8:12;11:4; 13:11;14:24;31:17, 19;32:9,14,25 <b>bank-account (4)</b> 32:5,6,12,17 <b>bank-confirmation (1)</b> 31:24 <b>Bankruptcy (19)</b> 12:2;23:4;40:7; 41:23;42:24;43:15; 44:6,9,15,25;45:1,2, 12,25;46:16,18;48:6; 50:1,4 <b>based (1)</b> 39:10 <b>bases (1)</b> 49:9 <b>BASF (1)</b> 42:9 <b>basic (1)</b> 21:9 <b>BASILE (14)</b> 9:2,7;14:2,3;41:11, 15,16;43:19,20; 48:25;49:4;50:12; 51:21,23 <b>basis (4)</b> 16:13;21:18;49:5; 50:24 <b>began (1)</b> 20:24 <b>behalf (22)</b> 12:15,18,19,24; 13:2,7,16,19,24;14:3, 6,9,15,20,24;15:2,5, 9;17:14;31:21;51:19, 22 <b>benefit (3)</b> 30:6;45:22;46:9 <b>better (1)</b> 15:14 <b>bilateral (2)</b>	20:19,24 <b>billed (3)</b> 26:2,3;33:1 <b>binding (5)</b> 28:10;50:3,5,17,18 <b>bit (3)</b> 23:25;24:23;33:22 <b>Blackstone (8)</b> 17:21;23:17;24:7, 14,23;25:17;26:8; 27:1 <b>BLACKWELL (2)</b> 7:19;13:2 <b>BLANK (2)</b> 10:7;14:21 <b>borne (1)</b> 30:5 <b>both (3)</b> 19:12;20:16;48:6 <b>bottom (3)</b> 16:5;19:16;40:4 <b>Boulevard (3)</b> 7:4;8:5,14 <b>BOWLES (3)</b> 6:2;17:21;28:2 <b>Brian (1)</b> 12:10 <b>brief (6)</b> 44:13,17;45:10,17; 49:3;51:6 <b>briefed (1)</b> 41:22 <b>briefing (2)</b> 39:13;42:20 <b>briefly (3)</b> 20:23;49:2;50:12 <b>brings (1)</b> 38:24 <b>Brody (1)</b> 18:19 <b>Bryan (2)</b> 28:6;38:6 <b>building (1)</b> 29:7 <b>Burgess (1)</b> 39:18  <b>C</b>  <b>cabinet (1)</b> 38:10 <b>called (2)</b> 20:18;32:7 <b>came (3)</b> 17:8,8,13 <b>can (17)</b> 17:10;19:21;20:17; 27:17,18,21;31:4,9; 32:1;33:20;35:14,21; 37:2;38:3;40:5;47:3; 48:18 <b>capital (4)</b> 21:10,16,17;22:4	<b>car (2)</b> 26:4,4 <b>card (1)</b> 32:11 <b>care (2)</b> 27:22;38:23 <b>CARMODY (3)</b> 7:10;12:14;30:20 <b>Carondelet (1)</b> 7:21 <b>cars (1)</b> 37:12 <b>case (33)</b> 12:8;17:20;18:20; 22:20;25:4,6;26:23; 39:9,15,19;40:15,20; 41:1,16,17,20,21; 42:5,7,17,25;43:5,10; 45:10,12;46:12,22, 24;47:22;48:1;50:1, 8,9 <b>cases (9)</b> 17:18;18:22;40:18; 44:12,15,17,20;45:3; 47:8 <b>catbird (1)</b> 43:25 <b>Caterpillar (4)</b> 8:3,4;13:7,8 <b>Cave (3)</b> 28:6;29:2;38:6 <b>Central (1)</b> 7:12 <b>certain (6)</b> 18:21;21:1,8; 23:21;32:5;40:18 <b>Certainly (12)</b> 15:18;16:7;19:18; 20:6;21:17;23:13,19; 25:7;33:8;40:19; 44:5;50:9 <b>challenges (1)</b> 43:23 <b>challenging (1)</b> 43:11 <b>chambers (8)</b> 24:7;26:14;27:23; 31:5,10,25;37:2; 51:17 <b>change (1)</b> 30:16 <b>Chapter (5)</b> 20:11;21:4,11,15, 18 <b>charge (13)</b> 25:21;26:1;27:1; 29:10;30:1,8;32:9, 21;34:14,22;35:23, 23;36:2 <b>charged (1)</b> 25:6 <b>charges (25)</b> 25:19,19,20,24;	28:9,20;29:12,20,24, 25;30:4,17;31:17,18, 24;32:8,11,14,16,23; 33:1,6;34:4,10,21 <b>Charleston (2)</b> 6:5;9:5 <b>check (5)</b> 26:13;34:23,24,25; 35:14 <b>Chemical (3)</b> 42:8,9,10 <b>Chicago (2)</b> 9:23;10:14 <b>Chickencheck (1)</b> 14:9 <b>chime (1)</b> 19:21 <b>CHINCHECK (4)</b> 6:7;14:11,12,14 <b>Ciba (2)</b> 42:8;47:18 <b>Ciba's (1)</b> 42:14 <b>Circuit (9)</b> 40:20;44:14;45:5, 13;46:4,7,17,19;50:2 <b>circuits (3)</b> 45:17,18;46:5 <b>circumstances (1)</b> 25:9 <b>cited (4)</b> 39:19;44:12,17,20 <b>Citi (1)</b> 21:24 <b>Citibank (4)</b> 7:20;10:20;13:2; 15:2 <b>claim (7)</b> 15:20,24;16:1,5,9, 12;39:24 <b>Claimants (8)</b> 9:3;14:3;16:15; 42:6;45:7;49:16,19; 51:22 <b>claimants' (2)</b> 43:16;51:14 <b>claims (28)</b> 15:21;16:9,10,13, 16,19;38:25;39:6,8, 25;41:5,8;42:6,13,21; 43:5,10,14,21;44:21; 45:7;47:10,17;49:6,7, 8,17;51:16 <b>clarify (1)</b> 31:23 <b>Clark (1)</b> 9:21 <b>clause (1)</b> 50:18 <b>clear (3)</b> 39:20;40:3;47:22 <b>clearly (2)</b> 40:12;48:12
---	--	---	---	--

<p><b>CLERK (3)</b> 12:2;36:21;51:9</p> <p><b>client (1)</b> 29:1</p> <p><b>clients (3)</b> 29:1,4;44:7</p> <p><b>closing (1)</b> 21:10</p> <p><b>Coal (4)</b> 12:8;14:12;16:11;41:24</p> <p><b>COBURN (3)</b> 6:10;13:23;37:22</p> <p><b>co-counsel (2)</b> 13:12;30:6</p> <p><b>coffee (1)</b> 38:15</p> <p><b>COHEN (6)</b> 6:24;10:16;14:15;17:15;5:7</p> <p><b>Cole (1)</b> 30:23</p> <p><b>collateral (2)</b> 45:14;47:25</p> <p><b>COLT (1)</b> 6:19</p> <p><b>coming (1)</b> 22:5</p> <p><b>comment (2)</b> 23:20;43:24</p> <p><b>comments (2)</b> 20:2;30:15</p> <p><b>commit (1)</b> 22:9</p> <p><b>Committee (14)</b> 7:11;10:3,11;12:16;14:20;15:5;20:22;24:13;30:21;23;33:19;34:2;37:10,16</p> <p><b>communicated (1)</b> 24:7</p> <p><b>companion (1)</b> 18:20</p> <p><b>compensation (3)</b> 19:17;23:12;38:24</p> <p><b>complete (1)</b> 33:7</p> <p><b>completed (2)</b> 25:4;38:1</p> <p><b>complexity (1)</b> 24:4</p> <p><b>complicated (1)</b> 17:12</p> <p><b>comprised (1)</b> 21:23</p> <p><b>concern (1)</b> 43:8</p> <p><b>concerned (2)</b> 26:21;31:14</p> <p><b>concerning (1)</b> 27:23</p> <p><b>concerns (2)</b></p>	<p>24:9;48:5</p> <p><b>concluded (1)</b> 52:9</p> <p><b>concludes (1)</b> 51:25</p> <p><b>conditions (1)</b> 21:11</p> <p><b>confess (1)</b> 44:5</p> <p><b>confirm (1)</b> 38:5</p> <p><b>confirmation (4)</b> 22:14;31:18;32:10,15</p> <p><b>Confirmationcom (3)</b> 32:8,11,19</p> <p><b>confirmations (2)</b> 31:19;32:25</p> <p><b>confirmed (1)</b> 24:6</p> <p><b>conflict (1)</b> 30:24</p> <p><b>Conflicts (3)</b> 6:20;14:15;31:2</p> <p><b>connection (1)</b> 21:18</p> <p><b>consent (2)</b> 20:22;31:19</p> <p><b>consider (1)</b> 30:15</p> <p><b>considerably (1)</b> 29:16</p> <p><b>consideration (3)</b> 20:16;21:2,19</p> <p><b>considerations (1)</b> 21:3</p> <p><b>constitution (1)</b> 50:18</p> <p><b>construes (1)</b> 50:3</p> <p><b>consultants (1)</b> 37:10</p> <p><b>CONSULTING (1)</b> 11:16</p> <p><b>contact (3)</b> 27:17;36:21;38:2</p> <p><b>contain (1)</b> 48:18</p> <p><b>continue (2)</b> 18:1,11</p> <p><b>continued (2)</b> 15:20;16:3</p> <p><b>control (1)</b> 19:24</p> <p><b>convenient (1)</b> 23:14</p> <p><b>conversations (1)</b> 22:3</p> <p><b>COOK (2)</b> 8:20;13:19</p> <p><b>cooperatively (1)</b> 28:21</p> <p><b>copies (1)</b></p>	<p>29:22</p> <p><b>copy (3)</b> 29:18,21,23</p> <p><b>copying (2)</b> 28:10;29:20</p> <p><b>Corporation (5)</b> 7:3;8:3;12:8;13:8;16:11</p> <p><b>cost (2)</b> 31:3;36:3</p> <p><b>costs (1)</b> 19:24</p> <p><b>Counsel (20)</b> 6:3,11,20;12:17;13:23;14:9,12,15;16:22;28:3,6;30:21;24;31:2,6;33:15;37:1,15,19,23</p> <p><b>couple (1)</b> 44:14</p> <p><b>course (7)</b> 18:4;19:2,3;21:12;29:3,5;45:1</p> <p><b>Court (159)</b> 12:3,5,7,12,14,21,25;13:5,9,14,17,21;14:1,4,8,13,15,19,23;15:1,4,8,11,19;16:10,17,17;17:1,4;18:2,3,5,8,15,17,18;19:3,9,10,14,22,25;20:1,3,6;22:1,13,19,22;23:1,8,10,14,15;24:2,16,20;25:1,7;26:10,16,18;27:9,14,21;28:1,6,15,19;29:11;30:14,19;31:8,22;32:2;33:5,11,24;34:5;35:3,22,24;36:13,16,24;38:7,8,11,14,22;39:4,9,21,22;40:2,5,6,6,7,10,17,21;41:6,7,12,15,23;42:2,3;43:4,7,8,9,13,18;44:8,10,14,15,16,18,19,22,23;45:1,3,12,17,23;46:17,19,19,23;47:3,4,5,13,18;48:9,12,13,23,25;49:7,22,25;50:3,4,16,16,17,21,23;51:3,6,11,21,24;52:7</p> <p><b>courtroom (3)</b> 12:9;15:14;52:2</p> <p><b>courts (9)</b> 40:6,7,7,8;44:24;45:1;49:13;50:7,19</p> <p><b>Court's (4)</b> 36:8;43:12;48:7,17</p> <p><b>covenant (1)</b> 20:25</p> <p><b>coverage (1)</b> 47:10</p> <p><b>COWEN (2)</b></p>	<p>10:10;37:15</p> <p><b>creamers (1)</b> 38:16</p> <p><b>Creative (5)</b> 31:18;32:15,21,24;33:1</p> <p><b>creditor (3)</b> 49:13,14,18</p> <p><b>Creditors (3)</b> 7:11;19:2;42:15</p> <p><b>Creditors' (10)</b> 10:3;12:15;14:20;20:22;24:12;30:21,23;33:19;34:2;37:10</p> <p><b>critical (2)</b> 21:4,20</p> <p><b>cross- (1)</b> 42:12</p> <p><b>cross-claims (3)</b> 42:10,14;47:17</p> <p><b>CROWLEY (1)</b> 10:10</p> <p><b>currently (1)</b> 21:24</p> <p><b>CURTIS (2)</b> 6:19;31:1</p> <p><b>customers (2)</b> 32:6,18</p> <p><b>Cytec (3)</b> 42:9,14;47:18</p>	<p>20:15,17,20,21,25;28:3;31:12;33:13;37:1,19,23;40:14;41:24;42:12;49:5,6</p> <p><b>Debtors' (2)</b> 31:2,6</p> <p><b>debtor's (1)</b> 49:8</p> <p><b>December (1)</b> 22:14</p> <p><b>decide (3)</b> 45:19,21,24</p> <p><b>decision (5)</b> 44:16;45:4,5;50:6,7</p> <p><b>decisions (1)</b> 44:25</p> <p><b>declarations (4)</b> 17:16,18;18:1,10</p> <p><b>deducted (1)</b> 26:17</p> <p><b>deduction (1)</b> 34:4</p> <p><b>defendant (2)</b> 40:22;47:14</p> <p><b>defendants (2)</b> 16:11;40:12</p> <p><b>delivery (2)</b> 31:17;32:9</p> <p><b>Dennis (3)</b> 40:20;45:11;49:22</p> <p><b>DEPARTMENT (1)</b> 9:10</p> <p><b>depending (1)</b> 45:22</p> <p><b>deposition (1)</b> 50:22</p> <p><b>deposits (1)</b> 22:8</p> <p><b>describe (2)</b> 20:23;32:9</p> <p><b>described (3)</b> 32:14,24;48:14</p> <p><b>designed (1)</b> 41:4</p> <p><b>detail (10)</b> 31:3,7;32:9;35:17;36:1,11;37:1,6,20,24</p> <p><b>determination (2)</b> 46:8;47:2</p> <p><b>determine (2)</b> 27:18;44:10</p> <p><b>developments (1)</b> 20:4</p> <p><b>different (2)</b> 41:18;50:5</p> <p><b>dinner (1)</b> 31:15</p> <p><b>DIP (7)</b> 7:20;8:12;10:20;11:5;13:3,12;21:22</p> <p><b>directed (2)</b> 40:14,15</p>
<b>D</b>				
			<p><b>Dan (1)</b> 13:6</p> <p><b>DANIEL (1)</b> 8:9</p> <p><b>date (2)</b> 18:12,12</p> <p><b>DAVID (2)</b> 6:15;13:22</p> <p><b>Davis (5)</b> 19:21;28:21;29:3,14;31:6</p> <p><b>day (9)</b> 34:9,10,15,16,18,19;35:8,10;37:4</p> <p><b>days (2)</b> 22:5;31:4</p> <p><b>Deakins (1)</b> 16:21</p> <p><b>debtor (25)</b> 14:16;16:10;17:15;23:18;28:7;33:16;40:22;41:3;42:7,16,21;44:12,21;45:8,10,20,22;46:9;47:7,14,14;48:9;49:12,17;51:19</p> <p><b>Debtors (29)</b> 6:3,11,20;12:11;13:24;14:6,10;17:6,9,20;18:19,25;19:6;</p>	



<p><b>directly (4)</b> 31:5,9;32:13;37:2</p> <p><b>DIRECTOR (1)</b> 11:14</p> <p><b>disagreement (1)</b> 39:17</p> <p><b>disallowance (1)</b> 39:24</p> <p><b>disallowed (6)</b> 16:13,16,19;35:23; 41:7,9</p> <p><b>discharge (4)</b> 50:1,3,5,9</p> <p><b>disclosure-statement (1)</b> 22:13</p> <p><b>discussed (3)</b> 17:10;30:8;45:9</p> <p><b>discussion (1)</b> 17:8</p> <p><b>discussions (2)</b> 23:22;34:3</p> <p><b>dismiss (1)</b> 41:22</p> <p><b>dismissal (5)</b> 39:16,21;44:16,21; 49:16</p> <p><b>dismissals (1)</b> 44:1</p> <p><b>dismissed (8)</b> 16:12;39:15;41:1, 6;43:5,10,14,21</p> <p><b>dismissing (2)</b> 40:22;44:18</p> <p><b>disposed (1)</b> 39:11</p> <p><b>distressed (1)</b> 21:17</p> <p><b>District (8)</b> 12:3;40:7;44:22, 24;46:17,18,23;50:23</p> <p><b>DLA (1)</b> 35:22</p> <p><b>docket (9)</b> 15:16;16:20;20:9; 22:24,25;27:16;39:7; 48:13,13</p> <p><b>doctrine (4)</b> 16:14;39:11;40:1; 47:24</p> <p><b>document (2)</b> 25:23;37:7</p> <p><b>documentation (1)</b> 37:8</p> <p><b>documented (1)</b> 36:11</p> <p><b>documents (1)</b> 38:7</p> <p><b>dollar (5)</b> 21:7;26:15,15; 34:4;35:23</p> <p><b>dollar-odd (1)</b> 21:23</p> <p><b>dollars (7)</b></p>	<p>21:10,22;24:23; 27:2,4;33:20;37:4</p> <p><b>done (6)</b> 32:23;37:12;46:25; 50:7,23,24</p> <p><b>double (1)</b> 27:18</p> <p><b>down (3)</b> 16:20;34:22;46:15</p> <p><b>DOYLE (3)</b> 8:9;13:6,6</p> <p><b>drove (1)</b> 29:20</p> <p><b>duplicative (1)</b> 34:25</p> <p><b>during (1)</b> 28:22</p>	<p><b>ended (1)</b> 49:4</p> <p><b>Energy (1)</b> 7:3</p> <p><b>engagement (3)</b> 36:3,4,10</p> <p><b>engaging (1)</b> 22:9</p> <p><b>entered (3)</b> 18:25;48:7;50:15</p> <p><b>entire (3)</b> 42:5,17,25</p> <p><b>entities (1)</b> 27:12</p> <p><b>equivalent (1)</b> 30:2</p> <p><b>Ernst (9)</b> 9:20;15:9;17:22; 31:11,21;32:4,8,20, 25</p> <p><b>ESQ (18)</b> 6:7,15,16,24;7:8, 16,17,25;8:9,18,25; 9:7,16,24;10:7,16,24; 11:9</p> <p><b>essential (1)</b> 38:12</p> <p><b>essentially (2)</b> 36:10;43:19</p> <p><b>established (1)</b> 48:8</p> <p><b>estate (3)</b> 17:12;41:2;49:18</p> <p><b>et (1)</b> 31:1</p> <p><b>even (1)</b> 38:19</p> <p><b>everybody (2)</b> 15:12;17:11</p> <p><b>everyone (1)</b> 25:7</p> <p><b>everyone's (1)</b> 25:7</p> <p><b>exact (1)</b> 35:19</p> <p><b>exactly (1)</b> 33:5</p> <p><b>examination (1)</b> 46:14</p> <p><b>excellent (1)</b> 23:2</p> <p><b>except (1)</b> 15:13</p> <p><b>exception (2)</b> 47:23;48:1</p> <p><b>exchange (2)</b> 20:17;21:1</p> <p><b>excited (1)</b> 22:11</p> <p><b>exclusive (1)</b> 44:24</p> <p><b>Excuse (1)</b> 36:5</p>	<p><b>Exhibit (1)</b> 43:16</p> <p><b>exhibits (1)</b> 29:22</p> <p><b>exists (1)</b> 47:23</p> <p><b>exit (5)</b> 21:11;22:2,7,10,12</p> <p><b>expand (1)</b> 17:5</p> <p><b>expansion (1)</b> 29:7</p> <p><b>expect (2)</b> 22:5;25:16</p> <p><b>expense (4)</b> 22:8;30:2;32:9; 36:11</p> <p><b>expenses (17)</b> 24:9,23;25:6,8,18; 26:7;28:11;30:5; 31:7,13;33:2,21; 34:20;35:18;37:6,20, 24</p> <p><b>expensive (1)</b> 29:16</p> <p><b>explained (1)</b> 28:16</p> <p><b>explanation (1)</b> 30:10</p> <p><b>Express (1)</b> 32:10</p> <p><b>extent (2)</b> 19:4;22:19</p> <p><b>external (2)</b> 25:20,22</p> <p><b>extremely (1)</b> 22:21</p>	<p><b>fast (1)</b> 27:25</p> <p><b>federal (6)</b> 39:21;40:5,8; 44:19;50:7,17</p> <p><b>fee (17)</b> 12:18;13:24;23:21; 25:2,2,16;29:13;30:7, 9,12;32:13,16;36:1, 16,17,18,19</p> <p><b>fees (9)</b> 22:8;25:8;26:2,6; 31:8;35:16;36:11; 37:7,13</p> <p><b>Feldman (2)</b> 47:23,24</p> <p><b>few (4)</b> 17:16;20:8;25:9,17</p> <p><b>fifteenth (1)</b> 16:2</p> <p><b>Fifth (2)</b> 10:21;15:22</p> <p><b>figure (1)</b> 27:25</p> <p><b>file (3)</b> 17:18;22:6;48:10</p> <p><b>filed (23)</b> 15:24;16:1;17:15, 16,25;18:10;21:7; 22:16;23:21;42:4,10, 12,23;43:4,6,11,15; 45:25;46:15,16;47:7, 17,19</p> <p><b>filing (6)</b> 22:24;41:23;42:15; 45:24;48:8,20</p> <p><b>filings (2)</b> 22:23;47:5</p> <p><b>final (3)</b> 19:9;27:25;50:24</p> <p><b>finally (2)</b> 35:16;50:11</p> <p><b>Financial (8)</b> 8:3;11:16;13:7; 21:2;22:9;23:18; 34:1;37:9</p> <p><b>financing (2)</b> 21:21;22:10</p> <p><b>find (2)</b> 21:21;38:9</p> <p><b>finish (1)</b> 25:14</p> <p><b>firm (5)</b> 21:8;29:13;30:6; 35:19;38:15</p> <p><b>firmly (1)</b> 20:11</p> <p><b>firms (7)</b> 17:14,25;24:8,13, 14;26:25;27:13</p> <p><b>firm's (1)</b> 13:24</p> <p><b>First (9)</b></p>
	<b>E</b>			
	<p><b>earlier (2)</b> 43:25;47:16</p> <p><b>early (1)</b> 47:19</p> <p><b>Eastern (9)</b> 12:3;16:11;42:6, 10;43:3,6,10,15;44:1</p> <p><b>effect (5)</b> 18:16;19:1;39:21; 46:2;47:1</p> <p><b>effectively (2)</b> 30:2,3</p> <p><b>effects (1)</b> 46:10</p> <p><b>efforts (2)</b> 25:8;28:20</p> <p><b>EHLERS (3)</b> 7:8;13:15,15</p> <p><b>eighteen (1)</b> 39:8</p> <p><b>eighteenth (4)</b> 16:6,7;39:11;41:17</p> <p><b>Eighth (4)</b> 40:20;45:5;46:4; 50:2</p> <p><b>either (3)</b> 16:24;19:12;32:17</p> <p><b>electronically (1)</b> 32:19</p> <p><b>eleven (1)</b> 45:10</p> <p><b>else (3)</b> 23:5;49:2;51:21</p> <p><b>emergence (4)</b> 20:10;21:4,15,18</p> <p><b>employ (1)</b> 16:21</p> <p><b>encompass (1)</b> 48:11</p> <p><b>encouraging (1)</b> 22:22</p> <p><b>end (2)</b> 35:13;43:22</p>			
			<b>F</b>	
			<p><b>facilities (1)</b> 22:2</p> <p><b>facility (4)</b> 21:22,23,24;22:7</p> <p><b>fact (5)</b> 20:11;21:3;38:6; 42:11;47:22</p> <p><b>factual (1)</b> 12:18</p> <p><b>failure (3)</b> 16:12;46:21,21</p> <p><b>fair (1)</b> 20:8</p> <p><b>fairly (2)</b> 20:18;21:10</p> <p><b>faith-and-credit (1)</b> 50:18</p> <p><b>fantastic (1)</b> 20:8</p> <p><b>far (2)</b> 31:13;33:21</p> <p><b>FARR (2)</b> 11:3;13:13</p>	

<p>7:20;10:20;12:9; 20:13,21;22:23; 23:16;30:9;39:15</p> <p><b>first- (1)</b> 13:2</p> <p><b>first-day (2)</b> 17:8,9</p> <p><b>first-days (1)</b> 18:25</p> <p><b>first-lien (1)</b> 21:23</p> <p><b>five (1)</b> 31:14</p> <p><b>flaws (1)</b> 48:20</p> <p><b>floor (1)</b> 38:20</p> <p><b>flow (1)</b> 29:12</p> <p><b>FOLEY (1)</b> 9:19</p> <p><b>folks (1)</b> 29:4</p> <p><b>follow (3)</b> 15:16;17:17,22</p> <p><b>followed (2)</b> 47:11,12</p> <p><b>following (4)</b> 28:7;31:12;34:7; 38:20</p> <p><b>forcing (1)</b> 17:11</p> <p><b>forget (1)</b> 29:22</p> <p><b>forgive (1)</b> 46:9</p> <p><b>form (3)</b> 24:11;32:17;41:5</p> <p><b>former (2)</b> 20:16;36:9</p> <p><b>Forsyth (3)</b> 7:4;8:5,14</p> <p><b>forth (1)</b> 48:12</p> <p><b>forty (1)</b> 37:3</p> <p><b>forward (2)</b> 19:6;43:1</p> <p><b>four (7)</b> 18:1,20:9;21:12; 24:7,13;35:11;44:17</p> <p><b>fourteenth (1)</b> 16:1</p> <p><b>FRANKEL (1)</b> 10:2</p> <p><b>free (1)</b> 29:3</p> <p><b>front (1)</b> 44:8</p> <p><b>fuel (1)</b> 21:11</p> <p><b>full (1)</b> 26:14</p>	<p><b>full- (1)</b> 50:17</p> <p><b>fully (3)</b> 22:15;36:1;41:22</p> <p><b>fundamental (2)</b> 49:25;50:14</p> <p><b>funding (1)</b> 21:19</p> <p><b>further (4)</b> 20:4;33:8;47:5; 48:15</p> <p style="text-align: center;"><b>G</b></p> <p><b>GAGE (4)</b> 8:2,11;13:7,11</p> <p><b>GALLAGHER (2)</b> 11:3;13:13</p> <p><b>GARTNER (3)</b> 7:25;13:1,2</p> <p><b>GCG (1)</b> 33:12</p> <p><b>general (2)</b> 21:16;44:13</p> <p><b>given (1)</b> 26:22</p> <p><b>Global (6)</b> 8:4;13:8;20:14,18; 21:1;23:19</p> <p><b>goal (1)</b> 22:17</p> <p><b>goes (1)</b> 50:6</p> <p><b>Good (42)</b> 12:5,6,7,10,12,13, 21,22,23,25;13:1,5,6, 9,10,14,15,17,18,21, 22;14:1,2,4,7,8,13,14, 17,19,22,23;15:1,3,4, 7,8,10,11;17:3;25:5; 31:20</p> <p><b>GOTSHAL (2)</b> 10:19;13:4</p> <p><b>graciously (1)</b> 22:14</p> <p><b>grant (3)</b> 17:24;18:8;19:12</p> <p><b>granting (1)</b> 43:6</p> <p><b>Greenberg (1)</b> 33:15</p> <p><b>Greg (1)</b> 12:14</p> <p><b>GREGORY (1)</b> 7:16</p> <p><b>ground (3)</b> 25:21;34:7,14</p> <p><b>ground-transportation (2)</b> 25:19;34:10</p> <p><b>Group (3)</b> 32:21,24;33:2</p> <p><b>guarantee (1)</b> 21:9</p>	<p><b>guidance (1)</b> 46:22</p> <p style="text-align: center;"><b>H</b></p> <p><b>half (2)</b> 21:16;28:10</p> <p><b>handled (2)</b> 29:17;45:2</p> <p><b>happen (1)</b> 40:19</p> <p><b>happened (2)</b> 40:15,25</p> <p><b>happens (1)</b> 46:2</p> <p><b>happy (5)</b> 18:6;22:1;38:4; 41:11;48:24</p> <p><b>hard (1)</b> 22:3</p> <p><b>harder (1)</b> 19:25</p> <p><b>hardest (1)</b> 21:17</p> <p><b>harm (2)</b> 49:17,18</p> <p><b>heard (3)</b> 28:13;43:1,2</p> <p><b>hearing (14)</b> 12:8;17:8,9;18:24; 20:3;22:13,15;28:11, 22;29:22;42:19; 43:19,22;52:5</p> <p><b>hearings (1)</b> 22:19</p> <p><b>held (1)</b> 50:2</p> <p><b>help (3)</b> 23:7,25;44:2</p> <p><b>helps (1)</b> 45:20</p> <p><b>hit (1)</b> 22:25</p> <p><b>hold (2)</b> 22:15;46:6</p> <p><b>holding (1)</b> 46:3</p> <p><b>holds (1)</b> 46:19</p> <p><b>Honor (94)</b> 12:6,10,13,16,17, 23;13:1,6,10,15,18; 14:2,7,11,18,22,25; 15:3,7,10;16:7,25; 17:7,24;18:13,24; 19:18,20;20:1,7,12, 19;22:1,11;23:6,13, 19,24;24:19,24,25; 26:8,21;27:22;28:13; 29:10,25;30:4,18; 31:20,23;32:3,33:4, 10,22,25;35:2,21; 36:15,23;38:4,17,18;</p>	<p>39:3,5,11,14,23;41:5, 10,14,16;45:6,16; 46:13;47:6,11,16,21; 48:4,6,23;49:3,11,24; 50:2,10,12;51:1,5,10, 20;52:6,8</p> <p><b>Honorable (1)</b> 12:4</p> <p><b>Honor's (1)</b> 49:9</p> <p><b>hotel (3)</b> 29:15,15;30:3</p> <p><b>HOULIHAN (4)</b> 11:13;12:19;33:18; 34:1</p> <p><b>Huebner (30)</b> 14:6,7;19:19,20, 23;20:6,7;23:1,5,6,9, 24;24:3,21,25;26:8, 11,18;27:15,20,22; 33:22;34:23;38:2,4,8, 9,12,18,20</p> <p><b>Hughes (4)</b> 12:11;18:23,24; 19:13</p> <p><b>Hummel (2)</b> 42:18,21</p> <p><b>HUSCH (2)</b> 7:19;13:2</p> <p><b>HVAC (5)</b> 28:9;29:12,24,25; 30:8</p> <p style="text-align: center;"><b>I</b></p> <p><b>idea (2)</b> 30:11;44:6</p> <p><b>ignored (1)</b> 45:9</p> <p><b>IL (2)</b> 9:23;10:14</p> <p><b>impair (1)</b> 49:15</p> <p><b>important (1)</b> 21:3</p> <p><b>inadvertently (1)</b> 26:3</p> <p><b>Inc (1)</b> 33:12</p> <p><b>inception (2)</b> 45:24;46:14</p> <p><b>include (2)</b> 17:5;48:16</p> <p><b>included (3)</b> 19:1;30:7;35:14</p> <p><b>includes (2)</b> 22:12;26:14</p> <p><b>including (3)</b> 17:16;34:8;43:12</p> <p><b>inconsistent (2)</b> 40:23,25</p> <p><b>independent (1)</b> 31:11</p>	<p><b>inform (2)</b> 22:1;35:22</p> <p><b>information (6)</b> 25:11,13,14;27:11; 31:16;36:20</p> <p><b>in-house (1)</b> 37:4</p> <p><b>initio (3)</b> 46:3,8,20</p> <p><b>instance (1)</b> 20:13</p> <p><b>institutions (1)</b> 22:9</p> <p><b>insurance (1)</b> 47:10</p> <p><b>intend (1)</b> 22:15</p> <p><b>interact (1)</b> 19:25</p> <p><b>interests (1)</b> 49:15</p> <p><b>interim (4)</b> 19:1,2,16;23:12</p> <p><b>internal (3)</b> 25:23;32:20,25</p> <p><b>interpretation (1)</b> 50:5</p> <p><b>into (4)</b> 22:8;23:3;29:18; 38:3</p> <p><b>investment (1)</b> 21:8</p> <p><b>invoiced (1)</b> 36:1</p> <p><b>involved (1)</b> 47:14</p> <p><b>involves (2)</b> 16:9;39:7</p> <p><b>ironically (1)</b> 19:24</p> <p><b>issue (12)</b> 27:24;30:8;40:16; 41:20;42:19;46:5; 49:4,24;50:7,8,11,22</p> <p><b>issues (4)</b> 20:14;28:14;43:8; 48:11</p> <p><b>item (1)</b> 30:2</p> <p style="text-align: center;"><b>J</b></p> <p><b>Jack (1)</b> 35:20</p> <p><b>Jackson (1)</b> 36:25</p> <p><b>job (2)</b> 29:21,23</p> <p><b>Johnson (1)</b> 37:18</p> <p><b>joined (1)</b> 18:19</p> <p><b>JON (1)</b></p>
--	--	--	---	--

10:16 <b>Judge (11)</b> 13:22;41:23;42:18, 18,21;43:1,13,24,24; 44:4;46:21 <b>Judges (1)</b> 50:14 <b>judgment (6)</b> 39:15;42:1;43:2; 45:13;50:15,16 <b>judicata (8)</b> 16:13;39:10,24; 40:3;50:11,13,20,24 <b>JULIA (1)</b> 6:7 <b>July (5)</b> 41:24,25;42:4,22; 46:1 <b>jump (2)</b> 15:15;23:24 <b>junior (2)</b> 21:10,16 <b>Juries (1)</b> 50:14 <b>jurisdiction (3)</b> 44:10,24;50:8 <b>jurisdictional (1)</b> 44:18 <b>JUSTICE (1)</b> 9:10	<b>language (1)</b> 19:3 <b>LARDNER (1)</b> 9:19 <b>large (2)</b> 29:8,23 <b>LARS (2)</b> 9:24;31:20 <b>last (9)</b> 19:9;20:7,12; 21:14,14,20;22:5,22, 24 <b>lastly (1)</b> 37:22 <b>late (1)</b> 27:3 <b>later (2)</b> 45:19;46:15 <b>LATHROP (4)</b> 8:2,11;13:7,11 <b>Laura (1)</b> 12:11 <b>law (9)</b> 36:20;38:15;39:16, 18;44:6;46:7;47:22; 48:2,7 <b>layer (1)</b> 40:1 <b>LC (1)</b> 21:24 <b>lead (1)</b> 19:19 <b>least (2)</b> 45:18;49:13 <b>leaves (1)</b> 38:15 <b>leg (1)</b> 22:5 <b>legal (1)</b> 35:16 <b>legs (2)</b> 20:10;21:12 <b>Lender (2)</b> 8:13;13:12 <b>lengthy (1)</b> 36:9 <b>LEONORA (2)</b> 9:16;12:23 <b>LEPPERT (3)</b> 8:25;13:18,19 <b>lesser (1)</b> 22:19 <b>letter (2)</b> 36:3,4 <b>LEVIN (2)</b> 10:2;37:3 <b>liabilities (2)</b> 42:12;47:19 <b>liable (3)</b> 49:5,6,8 <b>lifted (1)</b> 47:1 <b>likewise (4)</b>	16:17;19:11;25:1; 34:18 <b>limited (4)</b> 27:10;42:19,20; 47:9 <b>line (2)</b> 40:4;46:15 <b>linked (2)</b> 32:10,15 <b>liquidity (1)</b> 21:2 <b>list (4)</b> 30:20;33:12;35:20; 37:18 <b>listed (5)</b> 42:13,14;47:18; 48:16,17 <b>litigants (1)</b> 47:8 <b>litigation (14)</b> 16:8;31:9;39:6; 40:6,22;41:3,17,21, 25;42:1,8,11,13; 47:20 <b>little (4)</b> 19:25;23:25;24:23; 33:22 <b>LLC (3)</b> 10:10;11:16;18:20 <b>LLP (13)</b> 6:2,10,19;7:2,19; 8:2,11;9:19,20;10:2, 19;11:3;28:2 <b>local (8)</b> 26:3,22,25;27:2,7, 13;28:6;30:21 <b>Locust (1)</b> 8:22 <b>LOKEY (3)</b> 11:13;33:18;34:1 <b>LONG (12)</b> 9:16;12:23,23; 24:17,19,24;26:20, 21;27:10;30:8;35:1; 40:23 <b>longer (1)</b> 25:16 <b>look (4)</b> 27:16,17;38:6;46:1 <b>looked (3)</b> 33:6;36:17;46:5 <b>looking (7)</b> 31:2,4,7,16;33:21; 37:1,6 <b>losing (1)</b> 39:17 <b>lot (2)</b> 17:11;50:13 <b>Louis (8)</b> 6:13;7:6,14,23;8:7, 16,23;9:14 <b>LP (1)</b> 23:17	<b>M</b> <b>MACDONALD (3)</b> 7:10;12:15;30:20 <b>machines (1)</b> 29:18 <b>main (1)</b> 28:24 <b>majority (2)</b> 46:4;48:22 <b>makes (4)</b> 15:14;39:20;50:17, 18 <b>making (1)</b> 25:15 <b>MALLET-PREVOST (2)</b> 6:19;31:1 <b>MANAGING (1)</b> 11:14 <b>mandate (1)</b> 22:6 <b>MANGES (2)</b> 10:19;13:4 <b>manner (1)</b> 40:23 <b>many (1)</b> 25:4 <b>March (1)</b> 43:18 <b>MARK (2)</b> 6:16;13:23 <b>market (2)</b> 21:21;22:4 <b>Marshall (1)</b> 19:20 <b>material (1)</b> 21:15 <b>math (1)</b> 26:13 <b>mathematical (1)</b> 26:9 <b>Matt (1)</b> 35:21 <b>matter (6)</b> 17:7;18:11;35:25; 42:1,11;43:1 <b>matters (2)</b> 44:25;45:2 <b>MATTHEW (7)</b> 7:25;8:25;11:14; 12:19;13:1,18;33:25 <b>MATTINGLY (2)</b> 6:16;13:23 <b>maximum (1)</b> 27:1 <b>May (11)</b> 12:13;17:20;18:7; 23:24;25:9;26:9,10; 28:15;36:17;41:15; 45:19 <b>maybe (3)</b> 26:13;36:17;44:2	<b>MAZZUCCHI (10)</b> 11:14;12:19,22; 33:25;34:1;35:21,22, 25;36:14,23 <b>meal (6)</b> 25:19;27:2;31:3, 15;34:4,22 <b>meals (19)</b> 25:22;26:12,16,17, 22,25;27:7,10,13; 31:8,14;35:4,6,7,8, 11,11,14;37:4 <b>mean (1)</b> 33:2 <b>meetings (1)</b> 37:7 <b>mention (2)</b> 12:16;24:15 <b>mentioned (6)</b> 17:9,22;20:21; 26:16;29:19;49:21 <b>merits (1)</b> 50:22 <b>MESIROW (3)</b> 11:16;12:19;37:9 <b>metaphor (1)</b> 21:13 <b>MICHAEL (1)</b> 6:24 <b>Michelin (1)</b> 15:25 <b>might (7)</b> 20:3;24:10;28:13; 35:22;36:14;44:21; 49:15 <b>million (5)</b> 21:7,9,22,23;26:15 <b>mind (2)</b> 26:13;30:16 <b>mindful (1)</b> 25:5 <b>Mine (2)</b> 8:21;13:20 <b>miners (2)</b> 26:22;27:3 <b>Mining (3)</b> 8:4;13:8;18:20 <b>minute (1)</b> 20:2 <b>miss (1)</b> 38:14 <b>Missouri (1)</b> 12:3 <b>mistake (1)</b> 43:14 <b>mistakes (2)</b> 50:14,15 <b>MO (8)</b> 6:13;7:6,14,23;8:7, 16,23;9:14 <b>modify (3)</b> 47:3,9,13 <b>moment (3)</b>
<b>K</b> <b>Kathy (1)</b> 12:4 <b>keep (5)</b> 15:13;16:20;22:17, 19;25:8 <b>Kelly (1)</b> 36:25 <b>key (1)</b> 39:14 <b>kind (2)</b> 38:14;44:2 <b>knew (2)</b> 42:16;44:4 <b>Knighthood (2)</b> 21:8,20 <b>knock (1)</b> 27:24 <b>known (1)</b> 42:9 <b>knows (3)</b> 44:23;47:4,11 <b>KRAMER (2)</b> 10:2;37:3	<b>L</b> <b>labor-relations (1)</b> 16:22 <b>landlord (2)</b> 29:8,9			



<p>24:15;28:14;35:23  <b>momentum (1)</b>                  22:12  <b>money (1)</b>                  17:12  <b>Monroe (1)</b>                  10:12  <b>monthly (5)</b>                  30:9;36:1,16,18,19  <b>more (10)</b>                  23:25;24:23;27:24;                  29:16;31:3;33:22;                  45:5,6;49:25;50:14  <b>morning (44)</b>                  12:5,6,7,10,12,13,                  21,22,23,25;13:1,5,6,                  9,10,14,15,17,18,21,                  22,25;14:1,2,4,7,8,13,                  14,17,19,22,23,25;                  15:1,3,4,7,8,10,11,16;                  31:20;39:2  <b>MOSLE (1)</b>                  6:19  <b>most (2)</b>                  25:11;45:1  <b>mostly (1)</b>                  47:10  <b>motion (9)</b>                  15:24;17:14;19:12;                  21:6;22:6,16;41:21;                  43:6,11  <b>motions (4)</b>                  15:20;18:21;19:12;                  43:4  <b>moved (1)</b>                  43:1  <b>moving (2)</b>                  22:17;39:19  <b>Mrs (3)</b>                  24:17;26:20;35:1  <b>much (6)</b>                  26:23;40:9,13,14;                  45:6;50:13  <b>multitude (1)</b>                  45:16  <b>must (2)</b>                  47:12,12  <b>mute (1)</b>                  15:13</p>	<p>15:21  <b>necessary (3)</b>                  20:10;33:2;40:2  <b>need (5)</b>                  17:19;21:14,21;                  37:5;43:8  <b>needed (1)</b>                  42:21  <b>needs (1)</b>                  42:17  <b>negotiating (1)</b>                  36:3  <b>negotiation (1)</b>                  36:9  <b>neither (2)</b>                  46:25;48:16  <b>network (1)</b>                  29:19  <b>Nevertheless (1)</b>                  49:21  <b>New (12)</b>                  6:22;10:5,22;11:7;                  17:6,9;18:25;19:5;                  21:19;46:17,18,24  <b>newly (1)</b>                  18:19  <b>news (2)</b>                  22:21;23:2  <b>Next (15)</b>                  16:21;17:4;28:2,6;                  30:20;31:1,6,11;                  33:12;35:20;36:25;                  37:3,9,15,18  <b>non-Bryan (1)</b>                  29:2  <b>nondebtor (1)</b>                  40:12  <b>nondebtors (5)</b>                  40:17,18;42:8;                  43:3;46:22  <b>none (3)</b>                  45:3;48:18;52:5  <b>nor (1)</b>                  48:17  <b>Norfolk (1)</b>                  16:1  <b>normally (2)</b>                  26:2;47:11  <b>North (2)</b>                  9:21;15:25  <b>notice (1)</b>                  47:6  <b>noticed (1)</b>                  39:14  <b>Nottingham (1)</b>                  9:4  <b>Notwithstanding (1)</b>                  39:17  <b>November (4)</b>                  16:3;18:12;22:13;                  42:3  <b>number (8)</b>                  15:20;26:15,15;</p>	<p>27:25;35:19;39:7;                  47:6;48:13  <b>numbers (2)</b>                  24:11;38:3  <b>NY (4)</b>                  6:22;10:5,22;11:7</p>	<p style="text-align: center;"><b>O</b></p>	<p><b>objected (1)</b>                  16:12  <b>objection (29)</b>                  15:22,24,25;16:2,3,                  5,6,8,15,18;19:4;                  38:25;39:1,5,7,10,20;                  41:8,17;43:17;48:14,                  16,18,19,21;49:5,10;                  50:25;51:16  <b>objections (12)</b>                  15:20,23;16:23,24;                  19:6;23:20;45:8;                  48:6,9,10,12;51:14  <b>obtain (1)</b>                  50:4  <b>obviously (4)</b>                  22:7,12,23;29:23  <b>occasionally (2)</b>                  29:7,19  <b>occurred (1)</b>                  44:22  <b>October (1)</b>                  19:7  <b>off (1)</b>                  26:12  <b>Office (9)</b>                  9:11;17:10;23:22;                  24:10;27:3,17;28:24;                  38:2,16  <b>Official (5)</b>                  7:11;10:3,11;                  12:15;15:5  <b>Ogletree (1)</b>                  16:21  <b>omnibus (23)</b>                  15:22,22,24,25;                  16:2,2,5,6,8;17:4;                  20:3;22:18;38:25;                  39:1;41:17;48:5,10,                  11,14,16,18;49:9;                  51:13  <b>once (2)</b>                  20:25;38:1  <b>One (24)</b>                  6:12;19:21,23;                  22:24;23:17,25;24:7,                  14;26:9,25;27:5;                  29:17;33:21;34:8,13;                  35:6,10,10;37:12;                  38:15;43:24;47:23;                  49:8,13  <b>online (1)</b>                  32:7  <b>only (9)</b></p>	<p>27:7;39:14;40:4;                  42:5;43:2;44:10;                  46:5;47:3;50:12  <b>open (1)</b>                  20:2  <b>opening (2)</b>                  48:4;49:21  <b>openly (2)</b>                  43:13,18  <b>opinions (1)</b>                  31:19  <b>opposing (1)</b>                  43:17  <b>opposition (2)</b>                  19:12;45:8  <b>order (13)</b>                  18:16;19:8,9,11;                  23:13,16;24:12;                  44:22;48:7,13,17;                  49:9;51:17  <b>orders (5)</b>                  18:21;19:1,2,5,5  <b>original (1)</b>                  44:24  <b>others (3)</b>                  16:1;17:17;18:1  <b>otherwise (3)</b>                  24:10;26:6;47:2  <b>Out (12)</b>                  7:20;10:20;13:3;                  21:11,22;23:4;27:24,                  25;35:15;41:18;                  42:13;45:5  <b>outcome (1)</b>                  40:18  <b>out-of-pocket (1)</b>                  30:5  <b>out-of-town (1)</b>                  26:4  <b>outset (2)</b>                  42:15;43:19  <b>outside (1)</b>                  25:24  <b>outside-document (1)</b>                  31:8  <b>over (3)</b>                  16:4;18:18;48:1  <b>overlooked (1)</b>                  36:17  <b>overtime (6)</b>                  27:3;31:14;34:4;                  35:11,11,14  <b>overturned (1)</b>                  45:4  <b>own (3)</b>                  29:25;43:3;48:7  <b>owners (1)</b>                  20:16</p>	<p><b>packages (1)</b>                  19:1  <b>page (5)</b>                  15:19;16:4;19:16;                  48:12,13  <b>Palmer (3)</b>                  16:8;41:17,21  <b>paper (2)</b>                  32:20,23  <b>papers (2)</b>                  22:6;39:19  <b>paraphrasing (1)</b>                  43:20  <b>Park (1)</b>                  6:21  <b>parking (4)</b>                  34:16,17,18,19  <b>part (5)</b>                  17:25;18:9;21:6;                  22:18;32:4  <b>particular (2)</b>                  48:19;50:22  <b>parties (11)</b>                  15:23;20:18;22:20;                  23:3,22;24:6;25:11;                  47:2;50:4;52:1,3  <b>Partnership (1)</b>                  23:17  <b>party (1)</b>                  47:15  <b>party's (1)</b>                  39:17  <b>passed (1)</b>                  32:12  <b>patently (1)</b>                  47:22  <b>Patriot (10)</b>                  12:8;14:12;16:11;                  18:20;20:4,9;21:2;                  32:6,13;41:24  <b>Patriot-related (1)</b>                  42:7  <b>Patriot's (2)</b>                  20:10;21:4  <b>paused (1)</b>                  24:14  <b>pay (1)</b>                  17:12  <b>PC (1)</b>                  7:10  <b>Peabody (6)</b>                  7:3;13:16;20:13,                  15,16;21:19  <b>Peabody-Arch (1)</b>                  21:3  <b>peace (1)</b>                  20:18  <b>pending (2)</b>                  44:9;46:24  <b>people (4)</b>                  26:25;35:5,7,12  <b>people's (1)</b>                  38:6</p>
<p style="text-align: center;"><b>N</b></p> <p><b>NA (3)</b>                  7:20;10:20;11:4  <b>NAFTALIS (1)</b>                  10:2  <b>Nalco (3)</b>                  42:8,13;47:18  <b>narrative (1)</b>                  28:17  <b>Nash (1)</b>                  16:22  <b>nature (1)</b></p>	<p><b>notice (1)</b>                  47:6  <b>noticed (1)</b>                  39:14  <b>Nottingham (1)</b>                  9:4  <b>Notwithstanding (1)</b>                  39:17  <b>November (4)</b>                  16:3;18:12;22:13;                  42:3  <b>number (8)</b>                  15:20;26:15,15;</p>	<p><b>online (1)</b>                  32:7  <b>only (9)</b></p>	<p style="text-align: center;"><b>P</b></p> <p><b>paced (1)</b>                  22:16</p>	<p><b>people (4)</b>                  26:25;35:5,7,12  <b>people's (1)</b>                  38:6</p>		

<p><b>performing (1)</b> 33:3</p> <p><b>perhaps (3)</b> 17:18;36:14;43:22</p> <p><b>period (1)</b> 25:25</p> <p><b>permissible (1)</b> 48:15</p> <p><b>permission (1)</b> 48:9</p> <p><b>permitted (1)</b> 49:9</p> <p><b>person (8)</b> 34:8,8,12,13,15; 35:6,10,37:5</p> <p><b>personnel (1)</b> 29:2</p> <p><b>PETERSON (9)</b> 9:24;15:9,10; 31:20,21,23;32:3; 33:7,10</p> <p><b>petition (7)</b> 41:23;42:4,15,23, 24;45:25;46:16</p> <p><b>Petry (17)</b> 9:3;14:3;39:6; 40:9;41:25;42:5,6,7, 8,10,13;43:16;45:7; 46:22;47:17;49:16, 19</p> <p><b>ph (1)</b> 39:19</p> <p><b>philosophy (1)</b> 26:22</p> <p><b>phone (7)</b> 13:3,12;15:12,13; 19:24;24:4;52:3</p> <p><b>piece (1)</b> 22:22</p> <p><b>pillar (1)</b> 21:15</p> <p><b>Piper (1)</b> 35:22</p> <p><b>place (2)</b> 20:11;46:11</p> <p><b>plaintiffs (5)</b> 16:9;39:8,9;40:9; 47:17</p> <p><b>plan (1)</b> 17:17</p> <p><b>Plaza (2)</b> 6:12;7:21</p> <p><b>pleadings (1)</b> 18:21</p> <p><b>Please (6)</b> 12:2,5,13;15:13; 51:9,12</p> <p><b>pleases (1)</b> 20:1</p> <p><b>pleasure (1)</b> 20:12</p> <p><b>plug (1)</b> 38:3</p>	<p><b>podium (1)</b> 41:11</p> <p><b>point (5)</b> 17:16;41:18;45:6, 12,21</p> <p><b>points (3)</b> 39:14,22;48:22</p> <p><b>poking (1)</b> 29:4</p> <p><b>Polk (5)</b> 19:21;28:21;29:3, 14;31:6</p> <p><b>portions (1)</b> 43:17</p> <p><b>position (1)</b> 21:25</p> <p><b>positive (2)</b> 20:4;22:21</p> <p><b>possible (2)</b> 40:18;47:10</p> <p><b>postage (1)</b> 32:22</p> <p><b>prayer (1)</b> 42:23</p> <p><b>precise (1)</b> 24:1</p> <p><b>preclusion (1)</b> 39:24</p> <p><b>preclusive (2)</b> 39:16,18</p> <p><b>precursors (1)</b> 21:20</p> <p><b>pre-date (1)</b> 36:6</p> <p><b>pre-dated (1)</b> 36:8</p> <p><b>prefer (1)</b> 31:25</p> <p><b>preference (1)</b> 32:2</p> <p><b>preparation (5)</b> 28:21;31:18;32:14, 21,25</p> <p><b>preparatory (1)</b> 20:2</p> <p><b>prepare (1)</b> 51:17</p> <p><b>prepared (1)</b> 31:24</p> <p><b>Pre-Petition (1)</b> 11:5</p> <p><b>presented (1)</b> 51:15</p> <p><b>PRESIDENT (1)</b> 11:17</p> <p><b>presiding (1)</b> 12:4</p> <p><b>prevent (2)</b> 40:21;41:4</p> <p><b>previously (1)</b> 38:7</p> <p><b>principle (2)</b> 44:14;50:19</p>	<p><b>printing (1)</b> 32:22</p> <p><b>prior (1)</b> 41:23</p> <p><b>probably (2)</b> 28:16;37:12</p> <p><b>problem (1)</b> 44:20</p> <p><b>procedural (4)</b> 48:3,5,20;49:4</p> <p><b>procedurally (1)</b> 41:19</p> <p><b>procedure (1)</b> 47:11</p> <p><b>procedures (2)</b> 21:6;48:8</p> <p><b>proceed (1)</b> 41:15</p> <p><b>proceeding (1)</b> 22:15</p> <p><b>proceedings (1)</b> 52:9</p> <p><b>process (1)</b> 17:13</p> <p><b>produce (1)</b> 29:21</p> <p><b>production (1)</b> 25:24</p> <p><b>productive (1)</b> 22:3</p> <p><b>professionals (9)</b> 17:5,11,19,21; 18:10,11;25:6;26:23; 27:5</p> <p><b>projects (1)</b> 29:8</p> <p><b>proper (2)</b> 45:22;48:8</p> <p><b>property (1)</b> 41:2</p> <p><b>proposed (5)</b> 18:16;19:8,8; 24:13;38:3</p> <p><b>protect (3)</b> 40:16,17;49:16</p> <p><b>protects (2)</b> 49:12,13</p> <p><b>provide (3)</b> 29:8;31:25;36:21</p> <p><b>provided (6)</b> 24:11;35:17;36:1, 2,11;37:5</p> <p><b>provides (1)</b> 20:15</p> <p><b>providing (2)</b> 21:1;37:23</p> <p><b>pull (2)</b> 36:16,19</p> <p><b>purchasing (1)</b> 32:11</p> <p><b>purpose (1)</b> 22:18</p> <p><b>purposes (1)</b> 47:9</p>	<p>47:9</p> <p><b>pursue (1)</b> 47:10</p> <p><b>pursued (1)</b> 24:10</p> <p><b>pursuit (1)</b> 41:2</p> <p><b>put (4)</b> 20:11;29:13,17; 30:9</p> <p><b>putting (2)</b> 23:3;30:12</p>	<p><b>recess (4)</b> 51:6,7,8;52:5</p> <p><b>reconsider (1)</b> 36:22</p> <p><b>record (3)</b> 15:22;38:5;51:10</p> <p><b>reduce (14)</b> 25:25;26:1;28:8,9, 10;34:9,12,15,17,20; 35:1,4,12,16</p> <p><b>reduced (1)</b> 26:7</p> <p><b>reducing (2)</b> 28:11;35:15</p> <p><b>reduction (13)</b> 24:8,22;26:11,24; 27:6,8,18;31:15; 34:20;35:18;37:3,11, 13</p> <p><b>reductions (10)</b> 24:13;25:9,17; 26:5;27:12;28:8; 31:13;33:8,20;34:7</p> <p><b>refer (3)</b> 16:8;45:1;46:13</p> <p><b>reference (1)</b> 44:14</p> <p><b>referred (4)</b> 39:6;42:20;45:17; 48:9</p> <p><b>referring (1)</b> 44:17</p> <p><b>reflected (3)</b> 21:6;22:23,24</p> <p><b>reflective (1)</b> 27:12</p> <p><b>reflects (1)</b> 20:9</p> <p><b>regarding (2)</b> 12:18;37:6</p> <p><b>regular (1)</b> 29:21</p> <p><b>reinstated (1)</b> 43:22</p> <p><b>reject (1)</b> 40:5</p> <p><b>rejected (2)</b> 42:22,24</p> <p><b>related (1)</b> 46:11</p> <p><b>relates (1)</b> 40:9</p> <p><b>relevant (1)</b> 40:11</p> <p><b>relief (6)</b> 21:1,2;44:7,9; 45:25;46:23</p> <p><b>remaining (1)</b> 18:11</p> <p><b>remember (1)</b> 46:15</p> <p><b>remind (2)</b> 15:12;25:3</p>
<b>Q</b>				
<p><b>Quarrier (1)</b> 6:4</p> <p><b>quickly (1)</b> 27:23</p> <p><b>quite (2)</b> 21:3;22:15</p>				
<b>R</b>				
<p><b>raised (3)</b> 43:23;45:7,8</p> <p><b>raising (1)</b> 21:16</p> <p><b>RANDALL (1)</b> 8:18</p> <p><b>Randy (1)</b> 13:10</p> <p><b>rather (3)</b> 36:9;42:24;43:7</p> <p><b>re (2)</b> 45:8,11</p> <p><b>reach (1)</b> 40:2</p> <p><b>reached (1)</b> 26:5</p> <p><b>read (1)</b> 48:17</p> <p><b>real (1)</b> 27:24</p> <p><b>really (5)</b> 22:21;39:14;40:1; 44:6,9</p> <p><b>reason (1)</b> 49:19</p> <p><b>reasonable (1)</b> 25:8</p> <p><b>reasons (2)</b> 29:1;41:7</p> <p><b>rebuttal (1)</b> 49:3</p> <p><b>receive (1)</b> 19:6</p> <p><b>received (2)</b> 19:7;37:20</p> <p><b>recent (2)</b> 45:5;47:5</p> <p><b>recently (1)</b> 21:7</p>				

rent (2) 29:10,15	37:16	43:11;46:4	46:22	simply (2) 45:9;48:2
rental (1) 37:12	Retirees (2) 10:11;15:6	ruling (3) 25:13;47:12;51:7	seems (1) 40:13	single (1) 39:9
renting (1) 30:2	retrieval (2) 31:8;37:7	rulings (2) 43:12;44:23	seizure (1) 41:1	sits (1) 46:19
reply (5) 27:23;44:13;45:9; 49:19;51:14	return (1) 50:4	run (1) 15:14	selected (1) 22:2	situation (1) 34:13
representatives (1) 22:4	reversal (1) 44:1	<b>S</b>	send (1) 29:14	sixteen (1) 17:14
representing (1) 13:11	reverse (1) 50:8	SAAVEDRA (4) 10:24;13:4;15:2,3	SENIOR (1) 11:17	Smoak (1) 16:22
represents (1) 21:7	reversing (1) 43:25	Salaried (2) 10:11;15:6	sent (3) 31:4,9;37:2	snack (1) 38:10
request (3) 16:15;41:8;51:18	review (9) 25:14,16;28:3,7; 30:15;33:7;37:24; 38:2;40:5	salaried- (1) 37:15	separate (1) 35:25	snacks (2) 38:15,19
requested (15) 16:13;24:8;25:14; 26:6;28:5,22;30:22, 25;31:2;32:20;33:14, 17;37:14,17,19	reviewed (4) 16:23;19:10;25:2; 51:13	same (10) 26:16;34:8,10,14, 16,19;35:8;37:4,4; 39:21	separately (1) 29:9	snoop (1) 38:6
requesting (3) 25:12,12,25	reviewing (2) 37:8,21	sanction (2) 43:7,9	service (3) 26:4,4;32:7	soda (1) 38:10
requests (5) 25:15;32:20,22; 52:1,4	revised (1) 38:3	sarcastically (1) 44:2	Services (7) 8:3;13:7;31:18; 32:15,21,24;33:2	sometimes (2) 50:14,15
require (1) 39:24	RICE (3) 6:2;17:21;28:2	saw (1) 20:7	session (1) 12:3	soon (2) 22:16,24
res (8) 16:13;39:10,23; 40:3;50:11,13,19,24	right (79) 12:7,21;14:1,4,5, 13;15:11,12,15,19; 16:4,17,20;17:1;18:3, 8,17,18;19:10,14,15; 20:6;23:1,5,8,10,11, 15;24:2,16,17,20,21, 22,24;25:1,1,17;27:9, 14,14,15;28:1,2,19; 30:14,14,20;33:6,11, 12,18,24;34:5,6,6; 35:3,20;36:13,24,25; 37:9;38:1,8,22,23; 39:4;41:12;43:21; 50:21;51:3,11,13,18, 21,24,25;52:3,5	saying (1) 19:3	set (2) 44:15;48:12	sooner (1) 25:15
research (2) 25:22,23	rights-offering (1) 21:6	scan (1) 29:18	settled (1) 36:10	sorry (2) 34:12,24
resolve (1) 24:9	rise (2) 12:2;51:9	scanning (2) 28:9;29:20	settlement (5) 20:14,14,19,20,22	sort (2) 21:14;46:9
respect (2) 47:22;48:18	Road (1) 9:4	schedule (1) 42:11	seven (1) 31:4	sorts (1) 28:25
respects (1) 40:14	roam (1) 29:3	scheduled (1) 22:14	seventeenth (2) 38:25;51:13	South (2) 7:12;9:12
respond (1) 23:7	Robins (1) 45:11	SCHERCK (3) 8:18;13:10,11	Seventh (1) 11:6	Southern (4) 16:1;46:16,18,23
response (7) 15:24;16:14,18; 19:4;40:9;43:17; 51:14	Rogoff (1) 14:20	SCHISLER (2) 7:17;12:14	seventy (1) 35:5	space (9) 28:23,25;29:3,7,9, 15,18,25;30:3
responses (3) 15:23;16:2;19:11	Rooker- (2) 47:22,23	Schotz (1) 30:23	several (1) 44:12	speak (1) 30:10
responsibility (1) 28:17	Rooker-Feldman (10) 16:14;39:10;40:1, 3,4;41:19;47:21; 49:24;50:6,13	SCHUCHAT (2) 8:20;13:19	shaped (1) 22:7	SPEAKER (3) 14:22;52:6,8
rest (1) 40:15	room (1) 30:3	scope (4) 44:10;47:3;48:14, 14	sheet (2) 21:5;47:19	speaking (1) 15:13
resubmit (1) 36:15	Rule (2)	seat (1) 51:2	shield (1) 49:11	Special (12) 6:3,11;13:23;14:9, 12;16:22;28:3;33:15; 37:1,18,22;38:16
result (3) 39:18;40:5;41:7		seated (2) 12:5;51:12	show (1) 32:8	Specialty (1) 42:9
retained (1) 17:11		second (6) 19:21;20:19,24; 21:24;39:16;46:17	showing (1) 24:13	specific (3) 23:25;27:11,12
retention (2) 17:5;18:9		Second-Out (3) 8:12;11:5;13:12	side (1) 43:8	specified (1) 48:15
retiree (1)		Section (2) 39:20;50:17	significant (1) 29:15	spend (2) 17:11;27:24
		secured (1) 29:9	similar (2) 32:16;34:13	spent (1) 50:13
		security (1) 29:1	Similarly (1) 34:9	St (8) 6:13;7:6,14,23;8:7, 16,23;9:14
		seek (1)	simplest (1) 30:13	STAHL (2)

10:10;37:15 <b>stairwells (1)</b> 28:25 <b>stand (1)</b> 44:2 <b>standing (1)</b> 49:20 <b>start (7)</b> 12:8;15:19;16:5; 19:16;23:16;41:18; 49:4 <b>State (13)</b> 16:10,12;39:9,22; 40:21;41:6;45:3; 48:23;50:3,16,19,21, 23 <b>state- (2)</b> 40:5;41:22 <b>state-court (7)</b> 42:18;45:4,13; 46:21;47:8,24;50:6 <b>stated (1)</b> 44:14 <b>statement (3)</b> 36:2,16;49:22 <b>statements (2)</b> 36:19,19 <b>STATES (4)</b> 9:10,11;12:2,24 <b>status (1)</b> 12:7 <b>statutes (1)</b> 48:17 <b>stay (33)</b> 40:10,11,12,21,24, 25;41:4,20;44:11,22, 25;45:14,20,21,24; 46:1,6,14,20;47:1,1, 1,3,9,13;48:1;49:11, 12,13,15,20;50:1,10 <b>stayed (4)</b> 42:5,17,22,25 <b>stays (1)</b> 46:7 <b>STEPHEN (1)</b> 10:7 <b>Steptoe (1)</b> 37:18 <b>stewards (1)</b> 25:5 <b>Stewart (1)</b> 16:22 <b>still (5)</b> 22:7;27:10;41:25; 44:9;50:11 <b>stipulations (1)</b> 47:6 <b>stool (1)</b> 21:13 <b>Street (5)</b> 6:4;8:22;9:12,21; 10:12 <b>structure (1)</b>	21:16 <b>subject (4)</b> 21:10;27:7;45:13; 47:24 <b>submit (1)</b> 18:14 <b>submitted (4)</b> 19:8;41:22;42:2,2 <b>substantial (1)</b> 20:16 <b>successful (2)</b> 23:4;36:4 <b>successfully (1)</b> 38:9 <b>sufficient (1)</b> 39:23 <b>sufficiently (1)</b> 40:3 <b>suggest (3)</b> 40:10,24;49:25 <b>suggested (2)</b> 38:7;49:19 <b>suggestion (1)</b> 17:24 <b>Suite (8)</b> 7:5,13,22;8:6,15; 9:13,22;10:13 <b>summary (4)</b> 39:15;41:5;42:1; 43:2 <b>summary-judgment (3)</b> 43:2,4,5 <b>support (2)</b> 31:9;43:16 <b>supporting (1)</b> 17:15 <b>Supreme (2)</b> 40:6;44:8 <b>sure (9)</b> 15:16;19:20;26:8, 12;34:25;35:15; 39:13;43:8,24 <b>Surratt-States (1)</b> 12:4 <b>SUSAN (2)</b> 7:8;13:15 <b>sustain (2)</b> 16:18;51:15 <b>sustained (2)</b> 16:16;41:8 <b>sword (1)</b> 49:12	<b>talking (1)</b> 18:19 <b>tasks (1)</b> 25:4 <b>tax (3)</b> 31:12;33:18;40:7 <b>teaches (1)</b> 49:23 <b>team (2)</b> 28:21;38:13 <b>TEASDALE (2)</b> 7:2;13:16 <b>telephone (1)</b> 14:5 <b>TELEPHONICALLY (8)</b> 6:7,24;9:24;10:7, 16,24;11:9,14 <b>temporary (1)</b> 51:7 <b>tenth (1)</b> 15:23 <b>term (1)</b> 21:5 <b>terms (1)</b> 36:10 <b>Thanks (2)</b> 51:23;52:8 <b>that'll (1)</b> 44:2 <b>therefore (1)</b> 28:11 <b>there're (4)</b> 33:8;35:8;39:14; 48:5 <b>thickly (1)</b> 20:11 <b>third (2)</b> 15:22;21:5 <b>THOMAS (3)</b> 9:2,7;14:2 <b>THOMPSON (3)</b> 6:10;13:23;37:22 <b>thought (2)</b> 20:3;27:3 <b>three (9)</b> 20:9,13,23;21:12; 31:15;39:14,22;42:7; 44:17 <b>throes (1)</b> 42:1 <b>throughout (1)</b> 29:3 <b>thrust (1)</b> 40:13 <b>tired (1)</b> 38:13 <b>today (2)</b> 43:13;51:15 <b>top (2)</b> 21:16;40:1 <b>total (4)</b> 28:12;31:15;34:20; 35:18	<b>towards (2)</b> 22:12,17 <b>transaction (2)</b> 20:24;21:5 <b>transactions (1)</b> 20:23 <b>transcript (1)</b> 43:18 <b>transferred (1)</b> 46:25 <b>transpired (1)</b> 45:20 <b>transportation (5)</b> 25:22;31:3;34:7, 11,14 <b>Traurig (1)</b> 33:15 <b>travel (9)</b> 31:3,7;35:4,6,7,8; 37:2,7,20 <b>travel-agency (1)</b> 26:2 <b>traveling (1)</b> 27:10 <b>treated (1)</b> 30:1 <b>tried (1)</b> 19:24 <b>trigger (1)</b> 39:23 <b>trip (1)</b> 37:11 <b>Trustee (8)</b> 9:11;12:24;24:5,8, 12;26:21;34:3;36:9 <b>Trustee's (4)</b> 17:10;23:22;24:10; 26:11 <b>try (1)</b> 50:4 <b>twelve (4)</b> 16:9;17:15,25; 18:10 <b>twenty (2)</b> 27:2,4 <b>twice (2)</b> 26:17;35:15 <b>two (10)</b> 15:23;16:10;17:20; 20:2;32:23;35:7,8; 37:4,11;46:5 <b>type (1)</b> 48:19 <b>typical (2)</b> 21:10;22:8 <b>typically (1)</b> 26:25	20:15,17 <b>under (10)</b> 20:25;25:8;39:16, 18,20;40:20;47:23; 48:6;49:9;50:5 <b>underlying (1)</b> 44:18 <b>understood (1)</b> 30:10 <b>UNIDENTIFIED (3)</b> 14:22;52:6,8 <b>UNISON (1)</b> 12:6 <b>United (6)</b> 8:21;9:10,11;12:2, 24;13:19 <b>Unless (3)</b> 41:10;51:1;52:1 <b>Unsecured (2)</b> 7:11;12:15 <b>up (11)</b> 17:8,8,13,17,22; 23:11;26:22;27:1; 32:8;35:19;38:20 <b>update (1)</b> 20:4 <b>USC (1)</b> 39:20 <b>use (3)</b> 21:13;29:7,19 <b>using (1)</b> 32:7 <b>utterly (1)</b> 20:8
<b>V</b>				
<b>various (4)</b> 22:23;24:5;41:3; 43:12 <b>Ventures (1)</b> 18:20 <b>verification (1)</b> 32:17 <b>verifications (1)</b> 32:12 <b>verified (2)</b> 32:4,7 <b>Veritas (1)</b> 17:22 <b>VICE (1)</b> 11:17 <b>victory (1)</b> 38:12 <b>VIDAL (2)</b> 11:17;12:20 <b>Vierkant (2)</b> 45:9,11 <b>violated (3)</b> 45:14;49:21,22 <b>violates (1)</b> 46:3 <b>violation (6)</b>				
<b>T</b>				
<b>table (3)</b> 20:10;21:13;22:5 <b>Tables (1)</b> 21:12 <b>talk (1)</b> 30:11 <b>talked (1)</b> 50:12				
<b>U</b>				
<b>ultimate (1)</b> 22:9 <b>UMWA (2)</b>				



45:20,21,23;46:6, 10:47:25 <b>violations (2)</b> 46:7,20 <b>Virginia (7)</b> 16:10;39:9,16,18; 44:8;47:8;49:7 <b>void (6)</b> 46:3,7,10,10,11,20 <b>voidable (1)</b> 46:6 <b>voluminous (1)</b> 39:13 <b>voluntary (2)</b> 24:8;26:24	11:3;13:13 <b>wired (1)</b> 29:18 <b>wish (1)</b> 48:22 <b>withdraw (1)</b> 17:20 <b>withdrawn (1)</b> 43:3 <b>within (1)</b> 31:4 <b>without (1)</b> 17:11 <b>wonderful (1)</b> 30:11 <b>word (1)</b> 19:7 <b>words (1)</b> 45:25 <b>work (7)</b> 17:14,20;22:3,9; 23:2;27:23;28:21 <b>Workers (2)</b> 8:21;13:20 <b>working (5)</b> 20:5;24:5;27:2,3,4 <b>works (1)</b> 50:20 <b>write (1)</b> 26:12 <b>write-off (1)</b> 26:14 <b>written (3)</b> 16:18,23;19:11 <b>wrong (1)</b> 50:22 <b>WV (2)</b> 6:5;9:5	10:5 <b>101 (1)</b> 6:21 <b>10153 (1)</b> 10:22 <b>10178 (1)</b> 6:22 <b>10th (1)</b> 9:12 <b>11 (5)</b> 20:11;21:4,11,15, 18 <b>11:22 (1)</b> 51:8 <b>11:49 (2)</b> 51:8;52:9 <b>111 (1)</b> 9:12 <b>1113-1114 (2)</b> 28:11,22 <b>1177 (1)</b> 10:4 <b>11th (1)</b> 38:20 <b>12 (1)</b> 29:22 <b>120 (1)</b> 7:12 <b>1200 (1)</b> 10:13 <b>1221 (1)</b> 8:22 <b>124 (1)</b> 34:12 <b>1432 (1)</b> 9:4 <b>1522 (1)</b> 16:5 <b>15th (1)</b> 19:7 <b>1738 (2)</b> 39:20;50:17 <b>17th (1)</b> 22:14 <b>1800 (2)</b> 7:5,13 <b>190 (1)</b> 7:21 <b>19th (2)</b> 16:3;18:12	28:23 <b>250 (3)</b> 21:7,9;29:22 <b>25301 (1)</b> 6:5 <b>25314 (1)</b> 9:5 <b>26 (1)</b> 43:18 <b>28 (1)</b> 39:20 <b>2800 (1)</b> 9:22	<b>63105 (5)</b> 7:6,14,23;8:7,16 <hr/> <b>7</b> <hr/> <b>767 (1)</b> 10:21 <b>7700 (1)</b> 7:4 <b>7701 (2)</b> 8:5,14 <b>787 (1)</b> 11:6 <hr/> <b>8</b> <hr/> <b>800 (1)</b> 21:22 <hr/> <b>9</b> <hr/> <b>900-odd (2)</b> 26:15,15 <b>914 (1)</b> 16:1 <b>9th (5)</b> 41:24,25;42:3,4; 46:1
<b>W</b>	<b>Y</b>		<b>3</b>	<b>3 (3)</b> 16:4;48:12,13 <b>3014 (1)</b> 38:25 <b>3021 (1)</b> 48:13 <b>321 (1)</b> 9:21
<b>waiting (1)</b> 23:6 <b>WALSH (36)</b> 12:10,10;15:15,18; 16:7,24;17:3,7;18:4, 6,13,16;19:15,18; 23:11,13,19;28:13, 16,20;29:12;30:14, 18;38:7,17,19;39:3,5; 41:13,14;49:2,3;51:4, 5,18,20 <b>war (1)</b> 30:3 <b>WARFIELD (4)</b> 6:15;13:22,22; 37:25 <b>way (5)</b> 29:17;30:13;49:17, 18;50:6 <b>week (1)</b> 19:9 <b>weeks (2)</b> 20:9;42:23 <b>WEIL (2)</b> 10:19;13:4 <b>weren't (1)</b> 48:4 <b>WERNER (2)</b> 8:20;13:19 <b>West (7)</b> 10:12;16:9;39:9, 16;44:8;47:8;49:7 <b>what's (2)</b> 39:6;45:6 <b>whatsoever (1)</b> 17:19 <b>Whereupon (1)</b> 52:9 <b>who's (7)</b> 28:6;30:23;31:11; 33:12,15,18;37:22 <b>WILLARD (6)</b> 7:16;12:13,14; 34:24;35:2,13 <b>WILLKIE (2)</b>	<b>years (1)</b> 45:10 <b>yesterday (1)</b> 17:17 <b>yield (1)</b> 41:11 <b>York (7)</b> 6:22;10:5,22;11:7; 46:17,18,24 <b>Young (7)</b> 9:20;15:9;17:22; 31:11,21;32:4;33:1 <b>Young's (2)</b> 32:9,20	<b>2</b>	<b>4</b>	<b>4,000 (2)</b> 24:23;26:14 <b>4,148 (1)</b> 24:24 <b>4670 (1)</b> 39:7
	<b>1</b>	<b>2,000 (1)</b> 33:20 <b>2,500 (1)</b> 34:4 <b>2012 (8)</b> 25:21;34:23;41:24, 25;42:3,4,23;46:1 <b>2013 (1)</b> 43:18 <b>24/7 (1)</b>	<b>5</b>	<b>5,000 (1)</b> 35:23 <b>500 (3)</b> 8:6,15;21:23 <b>55 (1)</b> 10:12 <b>59 (1)</b> 43:11
	<b>1 (2)</b> 15:19;19:16 <b>10019 (1)</b> 11:7 <b>10036 (1)</b>		<b>6</b>	<b>6.353 (1)</b> 9:13 <b>60 (1)</b> 43:11 <b>600 (2)</b> 6:4;7:22 <b>60603 (1)</b> 10:14 <b>60654 (1)</b> 9:23 <b>63101 (1)</b> 6:13 <b>63102 (1)</b> 9:14 <b>63103 (1)</b> 8:23

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI

- - - - -x

In the Matters of:

PATRIOT COAL CORPORATION, et al., Case No. 12-51502  
Debtors.

- - - - -x

BRODY MINING, LLC, Case No. 13-48727  
Debtors.

- - - - -x

PATRIOT VENTURES LLC, Case No. 13-48728  
Debtors.

- - - - -x

United States Bankruptcy Court  
111 South 10th Street  
4th Floor  
St. Louis, Missouri

October 22, 2013  
10:24 AM

B E F O R E:  
HON. KATHY A. SURRETT-STATES  
CHIEF U.S. BANKRUPTCY JUDGE

1 Status Conference

2

3 Re: Case No. 12-51502:

4 Omnibus Objection to Claims 1522 and Others (Eighteenth Omnibus  
5 Objection to Claims -- Palmer Litigation Claims)

6

7 Application to Employ Ogletree, Deakins, Nash, Smoak & Stewart,  
8 P.C. as Special labor-relations counsel

9

10 Omnibus Application to Expand Retention of Professionals to  
11 Include New Debtors Filed by Debtor (4740)

12

13 Interim Application for Compensation for Carmody MacDonald  
14 P.C., Creditor Comm. Atty., Period: 2/1/2013 to 7/31/2013, Fee:  
15 \$239,495.20, Expenses: \$5,416.61.

16

17 Third Application for Compensation for Bowles Rice LLP, Special  
18 Counsel, Period: 2/1/2013 to 7/31/2013, Fee: \$420,836.67,  
19 Expenses: \$17,303.87 Filed by Special Counsel Bowles Rice LLP

20

21 Application for Compensation for Blackstone Advisory Partners  
22 LP, Financial Advisor.

23

24 Application for Compensation for Bryan Cave LLP, Debtor's  
25 Attorney.

1 Application for Compensation for Cole, Schotz, Meisel, Forman &  
2 Leonard, P.A., Attorney.

3

4 Application for Compensation for Curtis, Mallet-Prevost, Colt &  
5 Mosle LLP, Special Counsel.

6

7 Application for Compensation for Davis Polk & Wardwell LLP,  
8 Debtor's Attorney.

9

10 Application for Compensation for Ernst & Young LLP, Auditor.

11

12 Application for Compensation for GCG, Inc.

13

14 Application for Compensation for Greenberg Traurig, LLP,  
15 Special Counsel.

16

17 Application for Compensation for Houlihan Lokey Capital, Inc.,  
18 Financial Advisor.

19

20 Application for Compensation for Jackson Kelly PLLC, Special  
21 Counsel.

22

23 Application for Compensation for Kramer Levin Naftalis &  
24 Frankel LLP.

25



1 Application for Compensation for Mesirow Financial Consulting,  
2 LLC, Financial Advisor.

3

4 Application for Compensation for Stahl Cowen Crowley Addis,  
5 LLC, Attorney.

6

7 Application for Compensation for Steptoe& Johnson PLLC, Special  
8 Counsel.

9

10 Application For Compensation for Thompson Coburn LLP.

11

12 Seventeenth Omnibus Objection to Claims (Pettry Litigation  
13 Claims) Filed by Debtor Patriot Coal Corporation (RE: related  
14 document(s) 4670 Omnibus Objection to Claims 3014 and Others.

15

16 Re: Case Nos. 13-48727 and 13-48728:

17 Motion Making Certain Orders and Other Pleadings Entered or  
18 Filed in Chapter 11 Cases Applicable to New Debtors by Debtor  
19 (4) - Final order submitted 10/17/13

20 Transcribed by: Clara Rubin

21 eScribers, LLC

22 700 West 192nd Street, Suite #607

23 New York, NY 10040

24 (973) 406-2250

25 operations@escribers.net

1

2 A P P E A R A N C E S :

3 BRYAN CAVE LLP

4 Attorneys for Debtors and Debtors-in-Possession

5 One Metropolitan Square

6 211 North Broadway

7 Suite 3600

8 St. Louis, MO 63102

9

10 BY: BRIAN C. WALSH, ESQ.

11 LAURA U. HUGHES, ESQ.

12

13

14 DAVIS POLK & WARDWELL LLP

15 Attorneys for Debtors and Debtors-in-Possession

16 450 Lexington Avenue

17 New York, NY 10017

18

19

20 BY: MARSHALL S. HUEBNER, ESQ. (TELEPHONICALLY)

21

22

23

24

25

1

2 BOWLES RICE LLP

3 Special Counsel to Debtors

4 600 Quarrier Street

5 Charleston, WV 25301

6

7 BY: JULIA A. CHINCHECK, ESQ. (TELEPHONICALLY)

8

9

10 THOMPSON COBURN LLP

11 Special Counsel to Debtors

12 One US Bank Plaza

13 St. Louis, MO 63101

14

15 BY: DAVID A. WARFIELD, ESQ.

16 MARK A. MATTINGLY, ESQ.

17

18

19 CURTIS, MALLET-PREVOST, COLT & MOSLE LLP

20 Conflicts Counsel to Debtors

21 101 Park Avenue

22 New York, NY 10178

23

24 BY: MICHAEL A. COHEN, ESQ. (TELEPHONICALLY)

25

1

2 ARMSTRONG TEASDALE LLP

3 Attorneys for Peabody Energy Corporation

4 7700 Forsyth Boulevard

5 Suite 1800

6 St. Louis, MO 63105

7

8 BY: SUSAN K. EHLERS, ESQ.

9

10 CARMODY MACDONALD P.C.

11 Attorneys for Official Committee of Unsecured Creditors

12 120 South Central Avenue

13 Suite 1800

14 St. Louis, MO 63105

15

16 BY: GREGORY D. WILLARD, ESQ.

17 ANGELA L. SCHISLER, ESQ.

18

19 HUSCH BLACKWELL LLP

20 Attorneys for Citibank N.A., First Out DIP Agent

21 190 Carondelet Plaza

22 Suite 600

23 St. Louis, MO 63105

24

25 BY: MATTHEW GARTNER, ESQ.

1

2 LATHROP & GAGE LLP

3 Attorneys for Caterpillar Financial Services Corporation  
4 and Caterpillar Global Mining

5 7701 Forsyth Boulevard

6 Suite 500

7 St. Louis, MO 63105

8

9 BY: DANIEL D. DOYLE, ESQ.

10

11 LATHROP & GAGE LLP

12 Attorneys for Bank of America as Agent for Second-Out DIP  
13 Lender

14 7701 Forsyth Boulevard

15 Suite 500

16 St. Louis, MO 63105

17

18 BY: RANDALL F. SCHERCK, ESQ.

19

20 SCHUCHAT COOK & WERNER

21 Attorneys for United Mine Workers of America

22 1221 Locust Street

23 St. Louis, MO 63103

24

25 BY: MATTHEW B. LEPPERT, ESQ.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

THOMAS F. BASILE  
Attorney for the Pettry Claimants  
1432 Nottingham Road  
Charleston, WV 25314

BY: THOMAS F. BASILE, ESQ.

UNITED STATES DEPARTMENT OF JUSTICE  
Office of the United States Trustee  
111 South 10th Street  
Suite 6.353  
St Louis, MO 63102

BY: LEONORA S. LONG, ESQ.

FOLEY & LARDNER LLP  
Attorneys for Ernst & Young LLP  
321 North Clark Street  
Suite 2800  
Chicago, IL 60654  
BY: LARS A. PETERSON, ESQ. (TELEPHONICALLY)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

KRAMER LEVIN NAFTALIS & FRANKEL LLP

Attorneys for Official Creditors' Committee

1177 Avenue of the Americas

New York, NY 10036

BY: STEPHEN M. BLANK, ESQ. (TELEPHONICALLY)

STAHL COWEN CROWLEY ADDIS LLC

Attorneys for Official Committee of Salaried Retirees

55 West Monroe Street

Suite 1200

Chicago, IL 60603

BY: JON D. COHEN, ESQ. (TELEPHONICALLY)

WEIL, GOTSHAL & MANGES LLP

Attorneys for Citibank N.A., First Out DIP Agent

767 Fifth Avenue

New York, NY 10153

BY: ANDREA C. SAAVEDRA, ESQ. (TELEPHONICALLY)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WILLKIE FARR & GALLAGHER LLP

Attorneys for Bank of America, N.A., as

Pre-Petition Agent and Second-Out DIP Agent

787 Seventh Avenue

New York, NY 10019

BY: ANA ALFONSO, ESQ. (TELEPHONICALLY)

ALSO APPEARING:

HOULIHAN LOKEY

BY: MATTHEW MAZZUCCHI, MANAGING DIRECTOR (TELEPHONICALLY)

MESIROW FINANCIAL CONSULTING, LLC

BY: ADRIANA VIDAL, SENIOR VICE PRESIDENT



**PATRIOT COAL CORPORATION, et al.**

1 P R O C E E D I N G S

2 THE CLERK: Please rise. The United States Bankruptcy  
3 Court for the Eastern District of Missouri is now in session,  
4 the Honorable Kathy A. Surratt-States presiding.

5 THE COURT: Good morning. Please be seated.

6 IN UNISON: Good morning, Your Honor.

7 THE COURT: Good morning. All right, this is a status  
8 hearing in the Patriot Coal Corporation case. Let me start  
9 first with appearances in the courtroom.

10 MR. WALSH: Good morning, Your Honor. Brian Walsh and  
11 Laura Hughes for the debtors.

12 THE COURT: Good morning.

13 MR. WILLARD: Good morning, Your Honor. May it please  
14 the Court. Greg Willard and Angie Schisler from Carmody  
15 MacDonald, on behalf of the official unsecured creditors'  
16 committee. I'd also like to mention, Your Honor, not appearing  
17 as counsel but appearing, should Your Honor have questions --  
18 factual questions regarding their fee applications: on behalf  
19 of Houlihan, Matthew Mazzucchi; and on behalf of Mesirow,  
20 Adriana Vidal. Thank you.

21 THE COURT: All right. Good morning.

22 MR. MAZZUCCHI: Good morning.

23 MS. LONG: Good morning, Your Honor. Leonora Long on  
24 behalf of the United States Trustee.

25 THE COURT: Good morning.

**PATRIOT COAL CORPORATION, et al.**

1 MR. GARTNER: Good morning, Your Honor. Matthew  
2 Gartner of Husch Blackwell, on behalf of Citibank, the first-  
3 out DIP agent. I believe, on the phone as well is Andrea  
4 Saavedra of Weil, Gotshal & Manges.

5 THE COURT: Good morning.

6 MR. DOYLE: Good morning, Your Honor. Dan Doyle,  
7 Lathrop & Gage, on behalf of Caterpillar Financial Services  
8 Corporation and Caterpillar Global Mining.

9 THE COURT: Good morning.

10 MR. SCHERCK: Good morning, Your Honor. Randy  
11 Scherck, Lathrop & Gage, representing Bank of America as agent  
12 for the second-out DIP lender. On the phone, co-counsel Ana  
13 Alfonso from Willkie Farr & Gallagher. Thank you.

14 THE COURT: Good morning. Thank you.

15 MS. EHLERS: Good morning, Your Honor. Susan Ehlers  
16 of Armstrong Teasdale, on behalf of Peabody.

17 THE COURT: Good morning.

18 MR. LEPPERT: Good morning, Your Honor. Matthew  
19 Leppert with Schuchat Cook & Werner, on behalf of the United  
20 Mine Workers of America.

21 THE COURT: Good morning.

22 MR. WARFIELD: Good morning, Judge. David Warfield  
23 and Mark Mattingly from Thompson Coburn; we're special counsel  
24 for the debtors and appear on behalf of our firm's fee  
25 application, this morning.

PATRIOT COAL CORPORATION, et al.

1 THE COURT: All right. Good morning.

2 MR. BASILE: Good morning, Your Honor. Thomas F.  
3 Basile appearing on behalf of the Pettry claimants.

4 THE COURT: All right. Good morning.

5 All right, and then on the telephone, I believe we  
6 have Mr. Huebner on behalf of the debtors?

7 MR. HUEBNER: You do, Your Honor. Good morning.

8 THE COURT: Good morning.

9 Ms. Chickencheck (sic) on behalf of special counsel  
10 for the debtors?

11 MS. CHINCHECK: Your Honor, that's correct.

12 Ms. Chincheck, special counsel for Patriot Coal.

13 THE COURT: All right, good morning.

14 MS. CHINCHECK: Good morning.

15 THE COURT: Mr. Cohen on behalf of conflicts counsel  
16 to the debtor?

17 MR. M. COHEN: That's correct. Good morning, Your  
18 Honor.

19 THE COURT: Good morning.

20 Mr. Rogoff on behalf of the creditors' committee,  
21 along with Mr. Blank?

22 UNIDENTIFIED SPEAKER: Good morning, Your Honor.

23 THE COURT: Good morning.

24 Ms. Alfonso on behalf of Bank of America?

25 MS. ALFONSO: Yes. I'm here this morning, Your Honor.

**PATRIOT COAL CORPORATION, et al.**

1 THE COURT: Good morning.

2 Ms. Saavedra on behalf of Citibank?

3 MS. SAAVEDRA: Yes. Good morning, Your Honor.

4 THE COURT: Good morning.

5 Mr. Cohen on behalf of the official committee of  
6 salaried retirees?

7 MR. J. COHEN: Yes. Good morning, Your Honor.

8 THE COURT: Good morning.

9 And Mr. Peterson on behalf of Ernst & Young?

10 MR. PETERSON: Yes. Good morning, Your Honor.

11 THE COURT: All right. Good morning.

12 All right, and I'll remind everybody on the phone, if  
13 you would please keep your phone on mute except when speaking;  
14 that makes things run better here in the courtroom.

15 All right. Then, Mr. Walsh, I'm going to jump around  
16 on the docket this morning, but I'm sure you'll follow along  
17 with me.

18 MR. WALSH: Certainly.

19 THE COURT: All right, let's start. On page 1 there's  
20 a number of claim objections that have been continued, motions  
21 to amend claims, things of that nature; I'll just announce for  
22 the record: the third omnibus objection; the fifth omnibus  
23 objections, with the responses by two parties; the tenth  
24 omnibus objection and a response; motion to amend claim, filed  
25 by Michelin of North America; there's an omnibus objection to

## PATRIOT COAL CORPORATION, et al.

16

1 claim 914 and others, filed by Norfolk Southern; the fourteenth  
2 omnibus objection with the responses; and the fifteenth omnibus  
3 objection; that have all been continued to November 19th.

4 All right, then why don't we go over to page 3, at the  
5 bottom, and start with the omnibus objection to claim 1522, the  
6 eighteenth omnibus objection.

7 MR. WALSH: Certainly, Your Honor. The eighteenth  
8 omnibus objection to what we refer to as the Palmer litigation  
9 involves twelve claims by plaintiffs in a claim in West  
10 Virginia State Court. The claims against the two debtor  
11 defendants -- Patriot Coal Corporation and Eastern -- were  
12 dismissed for failure to state a claim. And we've objected and  
13 requested the claims be disallowed on the basis of res judicata  
14 and the Rooker-Feldman doctrine. There has been no response  
15 from the claimants to that objection, and we request that it be  
16 sustained and those claims be disallowed.

17 THE COURT: All right, and likewise, the Court has  
18 seen no written response, so I'll sustain the objection. The  
19 claims will be disallowed.

20 All right, let's just keep going down the docket  
21 there. Next is the application to employ Ogletree, Deakins,  
22 Nash, Smoak & Stewart, as special labor-relations counsel. I  
23 see no written objections and I reviewed the application.

24 MR. WALSH: We are aware of no objections either, Your  
25 Honor. And --

## PATRIOT COAL CORPORATION, et al.

17

1 THE COURT: All right, then I will approve that  
2 application.

3 MR. WALSH: Very good. Thank you.

4 THE COURT: Thank you. The next is the omnibus  
5 application to expand the retention of professionals to include  
6 the new debtors.

7 MR. WALSH: Yes, Your Honor. This is a matter that  
8 came up at our first-day hearing -- came up in the discussion  
9 in our first-day hearing, for the new debtors. As I mentioned,  
10 we discussed with the U.S. Trustee's office how we can get  
11 professionals retained without forcing everybody to spend a lot  
12 of money that the estate would have to pay for in a complicated  
13 process. And so this is what we came up with.

14 The motion addresses sixteen firms that work on behalf  
15 of the debtor; twelve of them have filed supporting  
16 declarations at this point, including a few that were filed  
17 yesterday. We would plan to follow up with the others to get  
18 those declarations on file, or perhaps in some cases the  
19 professionals know that they absolutely have no need whatsoever  
20 to do work for these two debtors, in which case we may withdraw  
21 as to those professionals, and that is Blackstone, Bowles Rice,  
22 Ernst & Young, and Veritas. So as I mentioned, we'll follow up  
23 with those.

24 The suggestion would be, Your Honor, to grant the  
25 application in part as to the twelve firms that have filed

PATRIOT COAL CORPORATION, et al.

1 declarations, and to continue it as to the four others, if  
2 that's acceptable to the Court.

3 THE COURT: All right --

4 MR. WALSH: And of course --

5 THE COURT: -- that is.

6 MR. WALSH: -- I'm happy to answer any questions you  
7 may have.

8 THE COURT: All right, then I will grant the  
9 application, then, in part, and approve the retention of those  
10 twelve professionals that have filed declarations, and then  
11 I'll continue the matter as to the remaining professionals to  
12 the -- is that date -- November 19th date.

13 MR. WALSH: Thank you, Your Honor. And we'll  
14 submit --

15 THE COURT: Thank you.

16 MR. WALSH: -- a proposed order to that effect.

17 THE COURT: All right. Thank you.

18 THE COURT: All right, then I think, if we go over --  
19 while we're talking about our newly joined debtors in the Brody  
20 Mining and the Patriot Ventures LLC case, there are companion  
21 motions to make certain orders and other pleadings applicable  
22 in these cases.

23 Ms. Hughes?

24 MS. HUGHES: Yes, Your Honor. After our hearing in  
25 the -- on the first-days for these new debtors, we entered

PATRIOT COAL CORPORATION, et al.

1 interim orders to that effect. And we included in the packages  
2 to all the creditors, of course, the interim orders and with,  
3 of course, as the Court is aware, language saying that, to the  
4 extent that anyone had any response or objection to the  
5 applicability of these orders -- of the orders for the new  
6 debtors, going forward, that we could receive objections until  
7 October 15th, and we received no word from anyone.

8 So we actually submitted a proposed order -- proposed  
9 final order to the Court last week.

10 THE COURT: All right. And I believe I have reviewed  
11 that order and, likewise, I have seen no written responses or  
12 opposition to either motion. So I'll grant both motions.

13 MS. HUGHES: Thank you.

14 THE COURT: All right, thank you.

15 All right, then, Mr. Walsh, why don't we go back to  
16 the bottom of page 1, then, and start with the interim  
17 applications for compensation.

18 MR. WALSH: Certainly, Your Honor. I believe  
19 Mr. Huebner was going to take the lead on --

20 MR. HUEBNER: Sure. Your Honor, it's Marshall here,  
21 of Davis Polk. Can I just chime in for one second?

22 THE COURT: Yes.

23 MR. HUEBNER: I apologize. Just, when one is on the  
24 phone -- as we tried to, ironically, control costs -- it's a  
25 little harder to interact with the Court.



## PATRIOT COAL CORPORATION, et al.

20

1           If it pleases the Court, Your Honor. I just have a  
2 minute or two of preparatory comments that I was going to open  
3 the omnibus hearing with, but I thought the Court might want an  
4 update on, yes, further positive developments that Patriot is  
5 working on.

6           THE COURT: Oh, all right. Certainly, Mr. Huebner.

7           MR. HUEBNER: So since we last saw Your Honor, I think  
8 it's fair to say that it has been an utterly fantastic few  
9 weeks for Patriot. As the docket reflects, three of the four  
10 legs of the table that are necessary to Patriot's emergence  
11 from Chapter 11, in fact, were put in place thickly and firmly  
12 since we last had the pleasure of being before Your Honor.  
13 Those three are: in the first instance, the Peabody  
14 settlement, which is a global settlement of all issues among  
15 the debtors and Peabody and the UMWA, that provides very  
16 substantial consideration, from our former owners Peabody, both  
17 to the debtors and the UMWA, in exchange for what I think can  
18 fairly be called global peace among all parties.

19           The second settlement, Your Honor, is a bilateral  
20 settlement between Arch and the debtors, where Arch and the  
21 debtors -- and I should have mentioned that that first  
22 settlement also has the consent of the creditors' committee, as  
23 do all three transactions that I'm about to briefly describe.  
24 The second transaction, as I began to say, is the bilateral  
25 covenant between Arch and the debtors, under which, once again,

## PATRIOT COAL CORPORATION, et al.

21

1 in exchange for global relief, is Arch is providing certain  
2 liquidity relief and financial consideration to Patriot. And  
3 the Peabody-Arch considerations are quite important -- in fact  
4 they're critical -- to Patriot's emergence from Chapter 11.

5 The third transaction is our agreed term sheet, also  
6 reflected in part in the rights-offering procedures motion  
7 recently filed that represents a 250 million dollar backstop  
8 investment by the Knighthead firm and certain of its  
9 affiliates. It's a basic guarantee that we have 250 million  
10 dollars of junior capital, subject to fairly typical closing  
11 conditions, to fuel our exit out of Chapter 11.

12 Tables, of course, have four legs, not three -- which  
13 is why I use the metaphor of the table, not the stool --  
14 because the last thing that we need to do is the last, sort of,  
15 material pillar of our emergence from Chapter 11, is address  
16 the top half our capital structure. In general, raising junior  
17 capital is the hardest thing to do, certainly on the distressed  
18 basis in connection with emergence from Chapter 11. And the  
19 consideration from Peabody and Arch and the new funding from  
20 Knighthead were the critical precursors of the last thing we  
21 need to do, which is to find financing from the market, to take  
22 out our approximately 800 million dollars of DIP facility,  
23 comprised of the 500 million dollar-odd first-lien facility  
24 agented by Citi, and the LC facility currently in the second  
25 position, agented by B of A.

## PATRIOT COAL CORPORATION, et al.

22

1 I'm happy to inform the Court, Your Honor, that we  
2 have actually selected the agents for the exit facilities and  
3 are very hard at work in productive conversations with  
4 representatives of the capital market, to actually achieve the  
5 last leg of our table. We expect in the coming days to  
6 actually file a motion to approve the mandate papers, not,  
7 obviously, the exit facility, which is still being shaped, but  
8 the expense, deposits, fees and the typical things that go into  
9 engaging financial institutions, to work on an ultimate commit  
10 to exit financing.

11 So we're very excited, Your Honor, to be able to  
12 announce our momentum towards exit, which obviously includes  
13 the November disclosure-statement hearing that the Court  
14 graciously scheduled, and the December 17th confirmation  
15 hearing, which we fully intend to hold. It's proceeding quite  
16 paced and that there will soon be yet another motion filed to  
17 keep us moving assiduously towards that goal.

18 So just because part of the purpose of omnibus  
19 hearings is to keep the Court, and to a lesser extent other  
20 parties, advised of things that are going on in the case, since  
21 really all the news does appear to be extremely positive and  
22 encouraging, we wanted to advise the Court of that last piece;  
23 the first we obviously reflected in various filings on the  
24 docket; the last one is going to be reflected in a filing soon  
25 to hit the docket.

PATRIOT COAL CORPORATION, et al.

1 THE COURT: All right. Thank you, Mr. Huebner. That  
2 is excellent news. And I appreciate all the work that I know  
3 you and the other parties are putting into this to be  
4 successful in getting out of bankruptcy.

5 All right, then anything else, Mr. Huebner?

6 MR. HUEBNER: No, Your Honor, other than waiting to  
7 respond and help as is appropriate.

8 THE COURT: All right.

9 MR. HUEBNER: That is what I wanted to advise.

10 THE COURT: All right.

11 All right, then, Mr. Walsh, we take up, then, the  
12 interim applications for compensation?

13 MR. WALSH: Certainly, Your Honor, in whatever order  
14 would be convenient for the Court.

15 THE COURT: All right. I have them in alphabetical  
16 order by -- so let's -- why don't we start, then -- the first  
17 one that I have is Blackstone Advisory Partnership LP, who are  
18 the financial advisors to the debtor.

19 MR. WALSH: Certainly, Your Honor. And as a global  
20 comment, we have not -- there have not been any objections  
21 filed to any of the fee applications. I know that certain of  
22 the parties have had discussions with the U.S. Trustee's office  
23 and those --

24 MR. HUEBNER: Yes, Your Honor, let me, if I may, jump  
25 in and help with that one, to be a little bit more specific and

PATRIOT COAL CORPORATION, et al.

1 precise.

2 THE COURT: All right.

3 MR. HUEBNER: And I apologize for the -- any  
4 complexity of being on the phone.

5 So the U.S. Trustee has been working with various  
6 parties with whom it had confirmed your question. And we  
7 communicated with chambers that Blackstone was one of four  
8 firms as to whom the U.S. Trustee requested voluntary reduction  
9 in their expenses, to resolve those and other concerns the U.S.  
10 Trustee's office might otherwise have pursued.

11 We had actually provided the numbers in the form of  
12 amended order, to the U.S. Trustee as well as the creditors'  
13 committee, showing the proposed reductions for the four firms;  
14 Blackstone was one of those firms, which is why I paused for  
15 just a moment and mention it now.

16 THE COURT: All right.

17 All right, Mrs. Long, is there anything that you would  
18 like to add to that? That's --

19 MS. LONG: That's accurate, Your Honor.

20 THE COURT: All right.

21 All right, then, thank you, Mr. Huebner.

22 All right. So I believe there's been a reduction in  
23 expenses, a little bit more than 4,000 dollars, by Blackstone?

24 MS. LONG: Right, Your Honor. 4,148.

25 MR. HUEBNER: That's correct, Your Honor.

## PATRIOT COAL CORPORATION, et al.

25

1 THE COURT: All right. All right, and then likewise,  
2 I have reviewed the fee applications -- all the fee  
3 applications. And I will, as always, remind all the applicants  
4 that there are many tasks to be completed in this case, and you  
5 should be mindful of being good stewards of the time and  
6 expenses charged as professionals in this case.

7 The Court certainly appreciates everyone -- everyone's  
8 efforts to keep fees and expenses reasonable under the  
9 circumstances. I do have a few reductions that I may make to  
10 some of the applications, and also there's some additional  
11 information I think most of the parties are aware that I am  
12 requesting. And on the applications where I'm requesting  
13 additional information, I won't make a ruling on that until I  
14 finish my review of the additional requested information. I'll  
15 apologize again for not making these requests sooner, but it  
16 always takes longer than I expect, to review fee applications.

17 All right, so on Blackstone, I have a few reductions  
18 that I will make as well; in expenses, in the amount of  
19 \$2,556.83 for ground-transportation charges, some meal charges,  
20 external resear -- oh, yeah, there were charges on there from  
21 2012; that's what it was -- a \$20 charge for airfare; ground  
22 transportation of \$457.52; meals of \$989.40; external research  
23 of \$15.95; and internal research of \$378; and document  
24 production of \$44.70. So since those charges are outside the  
25 period that we are requesting, I will reduce by that amount.

1 I'm also going to reduce by \$80 for a charge for  
2 travel-agency fees that appear to normally be billed at \$20,  
3 that I think were inadvertently billed at \$40. There was local  
4 car service of \$162.23, and an out-of-town car service of  
5 \$109.03. So that's how I reached my reductions of \$2,556.83.

6 Otherwise, I'll approve, then, the fees requested and  
7 then the expenses in that reduced amount.

8 MR. HUEBNER: Sure. Your Honor, as Blackstone is not  
9 here, may I just ask one mathematical question?

10 THE COURT: You may.

11 MR. HUEBNER: Since the U.S. Trustee's reduction was,  
12 I think, to write off all meals, I just want to make sure that,  
13 if you don't mind, maybe we'll just check the math and advise  
14 chambers whether the 4,000 already includes a full write-off of  
15 the 900-odd million dollar number -- 900-odd dollar number that  
16 the Court mentioned for meals, that we shouldn't have the same  
17 meals deducted twice.

18 THE COURT: No, you are correct, Mr. Huebner, we  
19 should not.

20 Mrs. Long?

21 MS. LONG: Your Honor, the U.S. Trustee was concerned  
22 about local meals. Our philosophy was the miners had given up  
23 so much in this case that, if the professionals would agree, we  
24 would think that it's appropriate for a voluntary reduction for  
25 local meals. Where typically people at firms such as the one

1 in question -- Blackstone -- would charge up to a maximum of  
2 twenty dollars for a local meal if they were working in their  
3 office late, the thought was the miners were working overtime  
4 and they aren't getting twenty dollars for them working. And  
5 every one of the professionals that we approached agreed to  
6 that reduction.

7 So it was local meals, only, that were the subject of  
8 the reduction.

9 THE COURT: All right.

10 MS. LONG: Meals while traveling were still limited in  
11 amount, and we asked for some specific information from  
12 specific entities. But all the reductions are reflective of  
13 those local meals for those firms. Thank you.

14 THE COURT: All right. All right, thank you.

15 All right, then, Mr. Huebner, what I'll do is, after  
16 the docket, I'll take a look at the backup as well, and ask you  
17 to take a look at it, and then you all can contact my office  
18 and we can determine if that's a double reduction or not. And  
19 we will --

20 MR. HUEBNER: Yeah, we'll --

21 THE COURT: -- and we can --

22 MR. HUEBNER: Yeah, we'll take care of it, Your Honor.  
23 We'll work to reply to chambers very quickly concerning all the  
24 spend (sic) more that is at issue, and we'll knock it out real  
25 fast and figure out the correct final number.



PATRIOT COAL CORPORATION, et al.

1 THE COURT: All right. Thank you.

2 All right, the next is Bowles Rice LLP, which is  
3 special counsel to the debtors. My review of that  
4 application -- and I'll approve the amounts that were  
5 requested.

6 THE COURT: Next is Bryan Cave, who's local counsel to  
7 the debtor. In my review of that, I will make the following  
8 reductions: I'm going to reduce \$8,840 for the after-hours  
9 HVAC; I'm going to reduce the scanning charges of \$2,750.40;  
10 and I'll reduce half of the copying and binding for the  
11 1113-1114 hearing, of \$2,648.25; therefore reducing expenses by  
12 a total of \$14,238.65.

13 MR. WALSH: Your Honor, might I be heard on those  
14 issues, for a moment?

15 THE COURT: You may.

16 MR. WALSH: I think we probably should have explained  
17 some of those in the narrative, and I'll take responsibility  
18 for that.

19 THE COURT: All right.

20 MR. WALSH: These charges arise from our efforts to  
21 work cooperatively with the team at Davis Polk, in preparation  
22 for and during the 1113-1114 hearing. They requested if we had  
23 the ability to have a space where they could have 24/7 access,  
24 and we don't have the ability to do that in our main office  
25 space, because of the stairwells and those sorts of things.

## PATRIOT COAL CORPORATION, et al.

29

1 And for reasons of client security, our other clients won't  
2 allow us to have non-Bryan Cave personnel with the ability to  
3 roam free throughout the space. So of course the Davis Polk  
4 folks were not going to go poking around, but our other clients  
5 don't know them and don't know that, of course.

6 So what we were able to do is -- there's some  
7 expansion space in the building that we use occasionally when  
8 we have large projects, and our landlord arranged to provide  
9 that space, which is separately secured. And the landlord did  
10 that -- did not charge us rent for that, Your Honor.

11 THE COURT: Okay.

12 MR. WALSH: But the after-hours HVAC charges did flow  
13 through to our firm, and so we put those on our fee application  
14 because the alternative would have been to send Davis Polk to a  
15 hotel to rent significant amount of space at a hotel. We think  
16 it would have been considerably more expensive.

17 So that's the way we handled that. We also put one of  
18 our copy and scan machines in that space; we have it wired into  
19 our network, because, as I mentioned, we use it occasionally.  
20 And so that's what drove the copying and scanning charges in  
21 addition to -- there's was a regular copy job to produce the --  
22 I forget -- 250 exhibits for the hearing, and 12 copies,  
23 whatever it was; it was obviously a very large copy job.

24 So that's where the HVAC charges come from, Your  
25 Honor. When we have after-hours HVAC charges in our own space,

## PATRIOT COAL CORPORATION, et al.

30

1 we do not charge those through. But this we treated as,  
2 effectively, an expense item, as the equivalent of renting  
3 hotel space for a war room, which effectively is what it was.

4 So that's where those charges come from, Your Honor.  
5 We do think they are actual out-of-pocket expenses borne by our  
6 firm, although for the benefit of our co-counsel, and that's  
7 why we included them in our fee application.

8 We discussed the HVAC charge issue with Ms. Long at  
9 the time that we first put it on our monthly fee application;  
10 she understood the explanation. I'm not going to speak as to  
11 whether she thinks it's a wonderful idea. But we did talk  
12 about it and we agreed that putting it on our fee application  
13 was the simplest way to accomplish that.

14 THE COURT: All right. All right, then, Mr. Walsh, I  
15 will consider those comments and I will review, then, my (sic)  
16 application again and I will advise you if I change my mind  
17 about those charges.

18 MR. WALSH: Thank you, Your Honor.

19 THE COURT: Thank you.

20 All right, next on the list is Carmody MacDonald,  
21 local counsel to the creditors' committee. I will approve the  
22 application in the amounts that were requested.

23 Then we have Cole Schotz, who's creditors' committee  
24 conflict counsel. I'll approve the application in the amounts  
25 requested there.

1 Next is Curtis, Mallet-Prevost, et al., who is  
2 Debtors' conflicts counsel. I have requested, and I'm looking  
3 for, more detail on the meal, transportation and travel cost;  
4 I'll be looking for that within seven days and that can be sent  
5 directly to my chambers.

6 Next is Davis Polk, Debtors' counsel. They are  
7 aware -- I'm looking for some detail on expenses for travel,  
8 meals, outside-document retrieval, court and other fees and  
9 litigation support; and again, that can be sent directly to  
10 chambers.

11 Next is Ernst & Young, who's the independent auditor  
12 and tax advisors for the debtors. I'll make the following  
13 reductions to their application, as far as expenses are  
14 concerned: \$147 for meals for five; \$36.89 for an overtime  
15 meal; and \$168.20 for dinner for three; for a total reduction  
16 of \$352.09. I'm also looking for some additional information,  
17 which I think they're aware of, for delivery charges, for bank  
18 confirmation and Creative Services charges for preparation of  
19 bank confirmations and audit opinions and consent.

20 MR. PETERSON: Good morning, Your Honor. This is Lars  
21 Peterson on behalf of Ernst & Young.

22 THE COURT: Yes.

23 MR. PETERSON: If Your Honor would like me to clarify  
24 at this time the bank-confirmation charges, I'm prepared to do  
25 that. If you prefer that we provide it to you in chambers, we

1 can do that as well.

2 THE COURT: Whatever would be your preference.

3 MR. PETERSON: Well, since we're here, Your Honor,  
4 the -- as part of the annual audit, Ernst & Young verified the  
5 bank-account balances and certain accounts-receivable balances,  
6 with Patriot customers. And some of these bank-account  
7 balances are verified using an online service, called  
8 Confirmation.com, and the charges that show up on Ernst &  
9 Young's expense detail describe a delivery charge for bank  
10 confirmation and that were linked to the American Express  
11 purchasing card. Those are charges from Confirmation.com for  
12 these bank-account verifications and they're passed through  
13 directly to Patriot on this fee application.

14 The charges that are described as preparation of bank  
15 confirmation and that are linked to the Creative Services  
16 charges on the fee application, those are similar but they're a  
17 form of verification, of either bank-account balances or  
18 accounts-receivable balances of customers, that were not  
19 available electronically through Confirmation.com and that were  
20 requested through paper requests. And Ernst & Young's internal  
21 Creative Services Group takes charge of preparation and  
22 printing and postage account-confirmation requests, such as  
23 these that are done on paper, and that's what the two charges  
24 are for the Creative Services Group that are described as  
25 preparation of bank confirmations. So they're internal Ernst &

PATRIOT COAL CORPORATION, et al.

1 Young charges billed to this account, from the Creative  
2 Services Group. So we -- I mean, they are necessary expenses  
3 of performing the audit.

4 Does Your Honor have any other questions about them?

5 THE COURT: No. That addressed -- those were exactly  
6 the charges that I had looked at. All right, then I will  
7 complete my review, then, Mr. Peterson, and I'll let you know  
8 if there're any further reductions. But you have certainly  
9 answered my questions on that.

10 MR. PETERSON: Thank you, Your Honor.

11 THE COURT: All right, thank you.

12 All right, next on the list is GCG, Inc., who's the  
13 administrative agent for the debtors. I'll approve their  
14 application in the amounts requested.

15 And we have Greenberg Traurig, who's special counsel  
16 to the debtor. I'll approve their application in the amounts  
17 requested.

18 All right, then we have Houlihan Lokey, who's the tax  
19 advisors to the creditors' committee. There have been, if I  
20 can tell, about 2,000 dollars in reductions already on that  
21 one, as far as expenses? Am I looking --

22 MR. HUEBNER: Yes, Your Honor. A little bit more than  
23 that, but yes.

24 THE COURT: All right.

25 MR. MAZZUCCHI: Yes, Your Honor, this is Matthew

## PATRIOT COAL CORPORATION, et al.

34

1 Mazzucchi for Houlihan Lokey, the financial advisor to the  
2 creditors' committee.

3 I had discussions with the U.S. Trustee; we've agreed  
4 to a 2,500 dollar deduction for all overtime meal charges.

5 THE COURT: All right.

6 All right. All right, then I will make, as well, the  
7 following reductions: There's ground transportation of \$114.91  
8 for one person, not including the additional person that same  
9 day at \$46.03, so I'll reduce by the \$114.91. Similarly, there  
10 was ground-transportation charges of \$112.73 on the same day  
11 that there was additional transportation for an additional  
12 person as well, so I'll reduce by the 124 -- I'm sorry -- by  
13 the \$112.73. Similar situation: \$124.48 for one person on  
14 ground transportation when there was a charge of \$46 that same  
15 day for another person, so I'll reduce by that amount as well.  
16 There is parking of \$142.40 on the same day when there's an  
17 additional \$106.95 in parking, so I'll reduce by the \$142.40.  
18 And likewise, another day when there are \$80 in parking when  
19 there's an additional \$80.21 for parking that same day, so I'll  
20 reduce those expenses by \$80; for a total reduction, of those  
21 charges, of \$547.52.

22 I have down here that there was a meal charge of  
23 \$171.41 that was from 2012. I will check -- or, Mr. Huebner,  
24 I'll ask you to check -- or -- I'm sorry -- Mr. Willard, I will  
25 ask you to check and make sure that that's not duplicative of

PATRIOT COAL CORPORATION, et al.

1 what Mrs. Long has already asked them to reduce. Thank --

2 MR. WILLARD: Will do that, Your Honor.

3 THE COURT: All right, thank you.

4 And then there's travel meals that I will reduce by --  
5 there's \$560 for seventy people; \$56.06, \$61.17, \$42.74,  
6 \$41.19, \$38.30, all for one person. There's travel meals of  
7 \$119.70 for two people, as well as \$144.33 in travel meals for  
8 two that same day. There're additional travel meals in the  
9 amount of \$40.26, \$63.47, \$29.31, \$32.66, \$32.66, \$51.10,  
10 \$26.33, all for one person. There are also \$613.36 in one day  
11 for overtime meals, and \$182.68 in overtime meals for four  
12 people. So I'll reduce for \$2,135.32.

13 And again, Mr. Willard, I think, there at the end, I  
14 included \$182.68 in overtime meals. We'll -- we can check that  
15 out and make sure that we are not reducing twice for them.

16 And then finally, I'll reduce the legal fees \$5,721  
17 where there was no detail provided; for, we think, an  
18 approximate total reduction of \$8,430.84 in expenses. And  
19 we'll firm up the exact number.

20 All right, the next on the list is Jack --

21 MR. MAZZUCCHI: If I can -- Your Honor, it's Matt  
22 Mazzucchi. If I might inform the Court on the DLA Piper  
23 charge, the 5,000 dollar disallowed charge, for a moment?

24 THE COURT: Yes.

25 MR. MAZZUCCHI: That was a separate matter which was



PATRIOT COAL CORPORATION, et al.

1 fully invoiced, with all the detail provided in our monthly fee  
2 statement at the time. That was also a charge that's provided  
3 for in our engagement letter, for the cost of negotiating our  
4 successful engagement letter.

5 Excuse me.

6 I know that this pre-date --

7 Apologize.

8 This pre-dated the Court's time. But there was a  
9 rather lengthy negotiation with the former U.S. Trustee, on the  
10 terms of our engagement, which was essentially settled. And  
11 all those fees were documented and the expense detail provided  
12 as well.

13 THE COURT: All right --

14 MR. MAZZUCCHI: So I might add that we could perhaps  
15 resubmit those for Your Honor.

16 THE COURT: Well, I'll pull the monthly fee statement;  
17 I may have overlooked it, or maybe I looked at the fee  
18 application, although I think I have all the monthly fee  
19 statements. But I'll pull the monthly fee statements again and  
20 see if I have that information; if I don't, I'll have my law  
21 clerk contact you all to provide it with me (sic) and I'll see  
22 if I have it and I'll reconsider that.

23 MR. MAZZUCCHI: Thank you, Your Honor.

24 THE COURT: All right, thank you.

25 All right, then next is Jackson Kelly, which is

## PATRIOT COAL CORPORATION, et al.

37

1 special counsel to the debtors. There I'm looking for detail  
2 on travel, and that can be sent directly to chambers.

3 Next is Kramer Levin. I have a reduction of forty  
4 dollars for in-house meals, two on the same day, by the same  
5 person. And I also need, and have already been provided, some  
6 of the detail that I am looking for regarding expenses for  
7 document retrieval, other fees, travel and meetings. So I'll  
8 be reviewing that documentation as well.

9 All right, next is Mesirow Financial; they are  
10 consultants to the creditors' committee. I will make a  
11 reduction of \$147.43. There was a trip and there were two  
12 rental cars when probably they could have done with one. Other  
13 than that reduction, I'll approve the fees in the amounts  
14 requested, then.

15 Next is Stahl Cowen, who is counsel to the salaried-  
16 retiree committee. I'll approve their application in the  
17 amounts requested.

18 Next on the list, then, is Steptoe & Johnson, special  
19 counsel to the debtors. I have requested -- I believe I  
20 already received -- some detail on their travel expenses, and  
21 I'll be reviewing that.

22 And then lastly, I have Thompson Coburn, who's special  
23 counsel to the debtors. I believe they are providing me with  
24 some additional detail on the expenses, and I will review that.

25 Thank you, Mr. Warfield.

PATRIOT COAL CORPORATION, et al.

1 All right, and once I have completed my additional  
2 review, then I will contact, Mr. Huebner, your office for a  
3 revised proposed that we can plug the appropriate numbers into.

4 MR. HUEBNER: Absolutely, Your Honor. Happy to do it.  
5 I also do want to confirm for the record that we did not in  
6 fact snoop around Bryan Cave and look at other people's  
7 documents, as Mr. Walsh previously suggested to the Court.

8 THE COURT: All right, thank you, Mr. Huebner.

9 MR. HUEBNER: Well, we did successfully find their  
10 snack and soda cabinet --

11 THE COURT: Ah-hah.

12 MR. HUEBNER: -- which was an essential victory for  
13 our very tired team.

14 THE COURT: I understand. I do kind of miss that from  
15 being at the law firm. No one just leaves snacks and coffee  
16 and, you know, special creamers at my office, but we get by.

17 MR. WALSH: Your Honor, I don't --

18 MR. HUEBNER: Your Honor --

19 MR. WALSH: -- I don't even know where the snacks are  
20 on the 11th floor, so I'll be following up with Mr. Huebner  
21 about that.

22 THE COURT: All right.

23 All right, so I think that takes care of all the  
24 applications, then, for compensation. So that brings us to the  
25 omnibus objection to claims 3014, which is the seventeenth

## PATRIOT COAL CORPORATION, et al.

39

1 omnibus objection. And I believe -- are we having some  
2 argument on that, then, this morning?

3 MR. WALSH: Yes, Your Honor.

4 THE COURT: All right.

5 MR. WALSH: Yes, Your Honor. This is the objection to  
6 the claims in what's referred to as the Pettry litigation --  
7 the docket number of the objection is 4670 -- and it involves  
8 eighteen claims by plaintiffs who were all -- they were all  
9 plaintiffs in a single case in West Virginia State Court. The  
10 objection is based on res judicata and the Rooker-Feldman  
11 doctrine, as was the eighteenth that Your Honor disposed of  
12 already.

13 The briefing is voluminous, as I'm sure you've  
14 noticed, Your Honor, but there're really only three key points  
15 here: First, the case was dismissed on summary judgment.  
16 Second, under West Virginia law, the dismissal is preclusive.  
17 Notwithstanding the losing party's disagreement with the  
18 result, it is preclusive under Virginia law -- the Burgess  
19 (ph.) case that we cited in our moving papers -- and our  
20 objection makes that clear. And under 28 U.S.C. Section 1738,  
21 a federal court has to give the dismissal the same effect that  
22 a state court would give to it. Those three points, Your  
23 Honor, are sufficient to trigger the application of res  
24 judicata, or claim preclusion, and require disallowance of  
25 these claims.

## PATRIOT COAL CORPORATION, et al.

1           The Rooker-Feldman doctrine is really a layer on top  
2 of that. I don't think it's necessary for the Court to reach  
3 Rooker-Feldman, because res judicata is sufficiently clear  
4 here. But the bottom line of Rooker-Feldman is that the only  
5 federal court that can review and reject the result of a state-  
6 court litigation is the U.S. Supreme Court; the courts of  
7 appeals, district courts, bankruptcy courts, tax court and the  
8 other federal courts cannot.

9           Much of the response by the Pettry plaintiffs relates  
10 to the automatic stay, and I would suggest to the Court the  
11 automatic stay is not relevant to this question. The automatic  
12 stay clearly did not apply to the nondebtor defendants, which  
13 seems to be the thrust of much of the argument. In some  
14 respects, much of the argument's not directed at the debtors;  
15 it's directed to what happened with the rest of the case.  
16 That's not an automatic-stay issue. It doesn't protect  
17 nondebtors. We did not come to court and ask for it to protect  
18 nondebtors, which is a possible outcome in certain cases, but  
19 it certainly didn't happen here.

20           And under the Dennis case from the Eighth Circuit, the  
21 automatic stay also doesn't prevent a state court from  
22 dismissing litigation in which the debtor is a defendant, as  
23 long as it's in a manner that's not inconsistent with the  
24 automatic stay. And I would suggest there's nothing  
25 inconsistent with the automatic stay that happened here. The

## PATRIOT COAL CORPORATION, et al.

41

1 case was dismissed and it went away; there was no seizure of  
2 assets, property of the estate; there was no pursuit of  
3 litigation against the debtor; any of the various other things  
4 that the automatic stay is designed to prevent.

5 That, Your Honor, in summary form, is it. The claims  
6 have been dismissed in state court and they have to be  
7 disallowed in this court as a result. And for those reasons,  
8 we would request that the objection be sustained and the claims  
9 be disallowed.

10 Unless Your Honor has any questions about our  
11 arguments, I'm happy to yield the podium to Mr. Basile.

12 THE COURT: All right. I do not have any questions.  
13 Thank you, Mr. Walsh.

14 MR. WALSH: Thank you, Your Honor.

15 THE COURT: Mr. Basile, you may proceed.

16 MR. BASILE: Thank you, Your Honor. This case is not  
17 like the eighteenth omnibus objection, Palmer litigation case;  
18 just to start out with that point. It's very different  
19 procedurally, and that's why Rooker-Feldman does not apply;  
20 that's why the automatic stay is an issue in this case and was  
21 not in the Palmer litigation. In that case, a motion to  
22 dismiss was fully briefed, argued and submitted to the state-  
23 court judge prior to the filing of the petition for bankruptcy  
24 on July the 9th, 2012 by the Patriot Coal debtors. Here, on  
25 July the 9th, 2012, the Pettry litigation was still in the

## PATRIOT COAL CORPORATION, et al.

42

1 throes of litigation; the matter on summary judgment had not  
2 been submitted to the Court, had not been submitted to the  
3 Court until November the 9th of 2012.

4           On July the 9th of 2012 when the petition was filed,  
5 the entire Pettry case should have been stayed because not only  
6 did the Pettry claimants have claims against Eastern -- the  
7 Patriot-related debtor in the Pettry case -- but three  
8 nondebtors in the Pettry litigation. Nalco Chemical, Ciba  
9 Specialty Chemical -- which is now known as BASF -- and Cytec  
10 Chemical, all filed cross-claims against Eastern in the Pettry  
11 litigation. As a matter of fact, on the schedule of assets and  
12 liabilities that was filed by the debtors, each of those cross-  
13 claims is listed, arising out of the Pettry litigation; Nalco,  
14 Cytec and Ciba's cross-claims are listed. So they were  
15 creditors from the outset of filing of the petition. And the  
16 debtor knew this.

17           So the entire case needs -- should have been stayed.  
18 Judge Hummel -- the state-court judge, who did take some  
19 limited argument on the issue, not in a hearing but he did take  
20 some limited argument, which I referred to in the briefing --  
21 Judge Hummel acknowledged claims against the debtor needed to  
22 be stayed, but he rejected my argument made to him back in July  
23 of 2012, just weeks after the prayer for petition was filed --  
24 the petition for bankruptcy, rather. He rejected my arguments  
25 that the entire case should be stayed.

## PATRIOT COAL CORPORATION, et al.

1           As the matter moved forward and the judge heard some  
2 summary judgment, he only heard summary-judgment arguments from  
3 the nondebtors, because Eastern had already withdrawn its own  
4 filed summary-judgment motions. So at the time that the Court  
5 dismissed all claims in the case, there was no summary-judgment  
6 motion that had been filed by Eastern that it was granting;  
7 rather, the Court, as a sanction against me -- and those are  
8 other side issues I'm sure this Court doesn't need to concern  
9 itself with at this time. But as a sanction, the court  
10 dismissed the Eastern case claims as well.

11           When I filed a Rule 59 and 60 motion challenging the  
12 court's various rulings, including these that are before the  
13 Court today, the judge admitted openly that he had made a  
14 mistake, he should not have dismissed the claims that were  
15 filed against Eastern, because it was in bankruptcy. I have  
16 attached as Exhibit B, in support of the Pettry claimants'  
17 response opposing the objection, those portions of the  
18 transcript from March 26, 2013 where the court openly admitted  
19 at the outset of that hearing, Mr. Basile -- essentially he  
20 said, paraphrasing, Mr. Basile, you got me on that, you're  
21 right, I shouldn't have dismissed those claims, they're  
22 reinstated. However, by the end of the hearing, perhaps  
23 because of some of the other challenges I raised with the  
24 judge -- one can't be sure -- the judge made a comment about he  
25 was going to be a catbird and he was reversing his earlier



1 reversal and he was going to let the dismissals against Eastern  
2 stand, and kind of sarcastically said, maybe that'll help you  
3 on your appeal.

4 Well, I don't believe the judge knew at the time --  
5 and I will confess that I certainly did not know at the time,  
6 because I don't do bankruptcy law -- but I had no idea really  
7 that the relief for me at that time -- my clients -- was not in  
8 front of the West Virginia Supreme Court, where that appeal is  
9 still pending, but the relief was really here in bankruptcy,  
10 because only this Court has jurisdiction to determine the scope  
11 of an automatic stay.

12 And there are several cases cited to by the debtor, in  
13 its reply brief, that don't apply here. There is a general  
14 reference to a principle, stated in a couple of circuit court  
15 of appeals cases, that a bankruptcy court can't set aside a  
16 decision or a dismissal made by another court. Each of those  
17 three or four cases cited in the brief is referring to  
18 jurisdictional authority that the underlying dismissing court  
19 had, because it was a federal court.

20 So each of those cases cited didn't have any problem  
21 with a dismissal of claims against the debtor that might have  
22 occurred while the stay was in order, because a district court  
23 had made those rulings. And as the Court well knows, the  
24 district courts have original and exclusive jurisdiction of  
25 bankruptcy matters and decisions about automatic stay but also

## PATRIOT COAL CORPORATION, et al.

45

1 refer, of course, to this Court, to bankruptcy courts, most of  
2 the matters that are handled for bankruptcy. But when it comes  
3 to a state court, those -- none of those cases said anything  
4 about a state-court decision cannot be overturned.

5           The more recent decision out of the Eighth Circuit  
6 that is much more on point to what's going on here, Your Honor,  
7 and the claims raised by the Pettry claimants, and our  
8 opposition to the objections raised by the debtor, is In re  
9 Vierkant; it was simply ignored and not discussed in the reply  
10 brief by the debtor. That case is eleven years after  
11 Dennis v. A.H. Robins. And it is In re Vierkant that is on  
12 point because, in that very case, the Bankruptcy Appeals Court  
13 in this circuit said that the state-court judgment was subject  
14 to collateral attack because it violated the automatic stay.  
15 And that's what we have here.

16           In addition, Your Honor, there are a multitude of  
17 circuits that I have referred the Court to in my brief, where  
18 the circuits have said -- at least those that have addressed  
19 it -- you do not decide later after something may have  
20 transpired in violation of the stay that helps a debtor -- you  
21 don't decide at that point whether the stay violation was  
22 proper, depending on whether there was a benefit to the debtor  
23 or not, by some action of a court that was in violation of the  
24 stay; you have to decide at the inception of the filing of the  
25 petition for relief. In other words, when bankruptcy was filed

## PATRIOT COAL CORPORATION, et al.

46

1 on July 9th 2012, that is the time when you look at -- the stay  
2 takes effect, and anything that happens after that that  
3 violates it is void ab initio. And that is the holding -- that  
4 is the rule in the Eighth Circuit, along with the majority of  
5 circuits who have looked at this issue. There's only two that  
6 hold that a violation of a stay is voidable, but in this  
7 circuit the law is, violations of automatic stays are void ab  
8 initio. And you can't make the determination afterwards about  
9 whether a benefit to the debtor should sort of forgive that  
10 violation. If it's void, it's void, and all effects that take  
11 place after that are void as related to action taken in the  
12 case.

13 In addition, Your Honor, when -- because you refer to  
14 an examination of an automatic stay at the inception when it  
15 was filed, not later on down the line, you have to remember  
16 that this petition for bankruptcy was filed in the Southern  
17 District of New York, and the Second Circuit Court of  
18 Appeals -- where the Southern District of New York Bankruptcy  
19 Court sits, like this circuit court of appeals -- also holds  
20 violations of stay are void ab initio.

21 So the failure of the state-court judge, the failure  
22 of any of the nondebtors in the Pettry case, to seek guidance  
23 from or relief from this Court -- or the Southern District of  
24 New York at the time that the case was pending there before it  
25 was transferred here -- neither -- having not done that, having

## PATRIOT COAL CORPORATION, et al.

1 not lifted the stay, the stay is in effect. The stay affects  
2 all parties. And until there's a determination otherwise, that  
3 is the scope of the stay. Only the Court can modify it, as the  
4 Court well knows.

5 Further, in recent filings with this Court, you will  
6 notice, Your Honor, that there are a number of stipulations  
7 that have been filed as between the debtor and some of the  
8 state-court litigants in West Virginia in other cases, where  
9 they have agreed to modify the stay for limited purposes,  
10 mostly to pursue possible insurance coverage for claims. And  
11 that's the procedure that Your Honor knows is normally followed  
12 and must be followed. There must be an agreement or a ruling  
13 by the court, to modify the stay, in any action where the  
14 debtor is taking -- is -- the debtor is involved as a defendant  
15 or as a party.

16 And here, as I said earlier, Your Honor, it's not just  
17 claims by the Pettry plaintiffs; there were cross-claims filed  
18 by Nalco, Ciba and Cytec, and they're listed with this Court on  
19 the assets and liabilities sheet filed very early on in this  
20 litigation.

21 So, Your Honor, Rooker-Feldman does not apply. And in  
22 fact, the case law is patently clear with respect to Rooker-  
23 Feldman that the one exception that exists under the Rooker-  
24 Feldman doctrine is that state-court actions are subject to  
25 collateral attack if they have been taken in violation of a

1 stay. That is the exception that you'll see all over the case  
2 law. It simply doesn't apply here.

3 And then there are procedural arguments as well, Your  
4 Honor, which weren't addressed in the opening argument, but I  
5 believe that there're procedural concerns as well. The omnibus  
6 objections, as I understand, Your Honor, both under bankruptcy  
7 law and according to this Court's own order that it entered,  
8 which established what the proper procedures were for filing  
9 objections, the Court referred to the permission the debtor  
10 could have to file omnibus objections, and added in addition  
11 that there were other issues that could encompass omnibus  
12 objections. And the Court clearly set forth on page 3 of its  
13 order -- docket 3021 is the docket number, at page 3; the Court  
14 described what was the scope of an omnibus objection, the scope  
15 it could take, and further specified what was permissible to  
16 include in an omnibus objection. Neither what is listed in the  
17 Court's order, as I read it, nor what is listed in the statutes  
18 with respect to what an omnibus objection can contain, none of  
19 that applies to this particular type of objection. And so I  
20 believe there's procedural flaws to the filing of the  
21 objection, as well.

22 So those are the majority of the points that I wish to  
23 state, Your Honor. And if the Court has any questions, I'd be  
24 happy to answer.

25 THE COURT: No, Mr. Basile, I don't have any

## PATRIOT COAL CORPORATION, et al.

49

1 questions. Thank you.

2 Mr. Walsh, do you have anything else, briefly?

3 MR. WALSH: A brief rebuttal, Your Honor. Let me  
4 start where Mr. Basile ended on the procedural issue. The  
5 basis for this objection is that the debtors are not liable for  
6 these claims. How do we know the debtors are not liable for  
7 these claims? Because the West Virginia Court said the  
8 debtor's not liable for these claims. And that's one of the  
9 permitted bases, under Your Honor's order, for an omnibus  
10 objection.

11 On the automatic stay, Your Honor, it's a shield; it's  
12 not a sword. The automatic stay protects the debtor. The  
13 automatic stay, at least in some courts, protects one creditor  
14 against aggressive action, taken by another creditor, that  
15 might impair its interests. The automatic stay does not  
16 protect the Pettry claimants against the dismissal of their  
17 claims. That does not harm the debtor in any way; it does not  
18 harm any other creditor of the estate, in any way. And as we  
19 suggested in our reply, for that reason, the Pettry claimants  
20 do not have standing to assert that the automatic stay has been  
21 violated. Nevertheless, as I mentioned in my opening  
22 statement, it has not been violated, as the Dennis court  
23 teaches us.

24 On the Rooker-Feldman issue, Your Honor, I would  
25 suggest to the Court that there's nothing more fundamental in a

1 bankruptcy case than a discharge. It's like the automatic stay  
2 and then some, Your Honor. And the Eighth Circuit has held  
3 that if a state court construes a discharge, it is binding if  
4 the parties return to the bankruptcy court and try and obtain a  
5 different interpretation of the discharge. It's binding under  
6 Rooker-Feldman. The state-court decision that goes all the way  
7 to a decision, that issue is done and the federal courts do not  
8 have jurisdiction to reverse that issue. If that is the case  
9 for the discharge, it is certainly the case for the automatic  
10 stay, Your Honor.

11 Finally, we do still have the issue of res judicata,  
12 Your Honor, which Mr. Basile talked about only briefly; he  
13 spent a lot of time on Rooker-Feldman. Res judicata is much  
14 more fundamental. Judges sometimes make mistakes. Juries  
15 sometimes make mistakes. But when a judgment is entered, that  
16 is the judgment of that court; and if it's a state court,  
17 Section 1738 makes it binding on a federal court. The full-  
18 faith-and-credit clause of the constitution makes it binding on  
19 the courts of another state. That's the principle of res  
20 judicata and that's how it works.

21 This isn't about whether the state court was right or  
22 wrong, this deposition of the merits in particular. The issue  
23 is, if a district -- that the state court has done what it's  
24 done and it is final, it is res judicata. And that's the basis  
25 for this objection.

PATRIOT COAL CORPORATION, et al.

1 Unless Your Honor has any questions, I will take a  
2 seat.

3 THE COURT: All right, no, I do not have any questions,  
4 Mr. Walsh. Thank you.

5 MR. WALSH: Thank you, Your Honor.

6 THE COURT: Let me take a brief recess; then I'll come  
7 back in with my ruling. We'll be in temporary recess.

8 (Recess from 11:22 a.m. until 11:49 a.m.)

9 THE CLERK: Please rise.

10 Your Honor, we are back on the record.

11 THE COURT: All right, thank you.

12 Be seated, please.

13 All right, I have reviewed the seventeenth omnibus  
14 objections, Claimants' response and the reply, and the  
15 arguments that were presented here today, and I will sustain  
16 the objection, and the claims will not be allowed. And I will  
17 prepare that order in chambers.

18 All right, Mr. Walsh, any other request, then, on  
19 behalf of the debtor?

20 MR. WALSH: No, Your Honor. Thank you.

21 THE COURT: All right, Mr. Basile, anything else on  
22 behalf of the claimants?

23 MR. BASILE: No. Thanks.

24 THE COURT: All right. Thank you.

25 All right, then I believe that concludes everything,



**PATRIOT COAL CORPORATION, et al.**

1 unless any of the other parties have any other requests, in the  
2 courtroom?

3 All right, any of the parties on the phone have any  
4 other requests?

5 All right, then hearing none, we'll be in recess.

6 UNIDENTIFIED SPEAKER: Thank you, Your Honor.

7 THE COURT: Thank you.

8 UNIDENTIFIED SPEAKER: Thanks, Your Honor.

9 (Whereupon these proceedings were concluded at 11:49 AM)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

RULINGS

	Page	Line
Debtors' omnibus objection to Claims 1522 and others (eighteenth omnibus objection to claims - Palmer litigation claims), sustained. The claims are disallowed.	16	18
Debtors' application to employ Ogletree, Deakins, Nash, Smoak & Stewart, P.C. as special labor-relations counsel, approved.	17	1
Debtors' omnibus application to expand retention of professionals to include new debtors, granted as to the twelve professionals that filed declarations. The matter will be continued to November 19th as to the remaining four professionals that have not filed declarations.	18	8
Debtors' motions making certain orders and other pleadings entered or filed by Debtors in Chapter 11 Cases applicable to new debtors, granted as to Brody Mining, LLC and Patriot Ventures LLC.	19	12

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
Application for compensation for Blackstone Advisory Partners, granted as to fees requested, and expenses are reduced by \$2,556.83.	26	6
The debtors will come back to the Court as to the reduction amount for local meals.		
Application for compensation for Bowles Rice LLP, granted.	28	4
Application for compensation for Bryan Cave LLP, granted as to fees. The Court will further consider the request for reimbursement of expenses.	30	15
Application for compensation for Carmody MacDonald, approved in the amounts requested.	30	21
Application for compensation for Cole, Schotz, Meisel, Forman & Leonard, P.A., approved in the amounts requested.	30	24
The Court is to be provided, within seven days, further information as to meal, transportation and travel costs, as to the application for compensation for Curtis, Mallet-Prevost, Colt & Mosle LLP.	31	4

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
The Court is to be provided with further information as to expenses for travel, meals, outside-document retrieval, court and other fees and litigation support, as to the application for compensation for Davis Polk & Wardwelll LLP.	31	9
Application for compensation for Ernst & Young LLP, approved as to requested fees.	33	7
The Court will further review the expenses.		
Application for compensation for GCG, Inc., approved in the amounts requested.	33	13
Application for compensation for Greenberg Traurig, LLP, approved in the amounts requested.	33	16
Application for compensation for Houlihan Lokey Capital, Inc. will be granted in the reduced amounts to be further determined.	36	22
The Court is to be provided with further information as to travel expenses, as to the application for compensation for Jackson Kelly PLLC.	37	1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
Application for compensation for Kramer Levin Naftalis & Frankel LLP will be reduced \$40 for in-house meals, and the Court will review provided documentation as to expenses for document retrieval, other fees, travel and meetings.	37	8
Application for compensation for Mesirow Financial Consulting, LLC, approved as to the fees in the amount requested, and reduced by \$147.43 as to expenses to be reimbursed.	37	13
Application for compensation for Stahl Cowen Crowley Addis, LLC, approved in the amounts requested.	37	16
The Court will review the information provided as to travel expenses, as to the application for compensation for Steptoe& Johnson PLLC, special counsel.	37	21
The Court is to be provided with further detail on expenses, as to the application for compensation for Thompson Coburn LLP.	37	24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RULINGS (cont'd.)

	Page	Line
Debtors' seventeenth omnibus objection to claims (Pettry litigation claims) filed by Debtor Patriot Coal Corporation (RE: related document(s) 4670 omnibus objection to claims 3014 and others), is sustained, and the claims are disallowed.	51	15

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I, Clara Rubin, certify that the foregoing transcript is a true and accurate record of the proceedings.



---

CLARA RUBIN

eScribers

700 West 192nd Street, Suite #607

New York, NY 10040

Date: October 23, 2013



Digitally signed by eScribers, LLC  
DN: cn=eScribers, LLC gn=eScribers, LLC  
c=United States I=US o=eScribers  
ou=eScribers e=operations@escribers.net  
Reason: I attest to the accuracy and  
integrity of this document  
Location:  
Date: 2013-10-23 11:26-04:00

	<b>\$41.19 (1)</b> 35:6	<b>accurate (1)</b> 24:19	<b>against (11)</b> 16:10;41:3;42:6, 10,21;43:7,15;44:1, 21;49:14,16	<b>amounts (7)</b> 28:4;30:22,24; 33:14,16;37:13,17
<b>\$</b>	<b>\$42.74 (1)</b> 35:5	<b>achieve (1)</b> 22:4	<b>Agent (8)</b> 7:20;8:12;10:20; 11:5,5;13:3,11;33:13	<b>ANA (2)</b> 11:9;13:12
<b>\$106.95 (1)</b> 34:17	<b>\$44.70 (1)</b> 25:24	<b>acknowledged (1)</b> 42:21	<b>agented (2)</b> 21:24,25	<b>ANDREA (2)</b> 10:24;13:3
<b>\$109.03 (1)</b> 26:5	<b>\$457.52 (1)</b> 25:22	<b>action (4)</b> 45:23;46:11;47:13;	<b>agents (1)</b> 22:2	<b>ANGELA (1)</b> 7:17
<b>\$112.73 (2)</b> 34:10,13	<b>\$46 (1)</b> 34:14	<b>actions (1)</b> 47:24	<b>aggressive (1)</b> 49:14	<b>Angie (1)</b> 12:14
<b>\$114.91 (2)</b> 34:7,9	<b>\$46.03 (1)</b> 34:9	<b>actual (1)</b> 30:5	<b>agree (1)</b> 26:23	<b>annouce (2)</b> 15:21;22:12
<b>\$119.70 (1)</b> 35:7	<b>\$5,721 (1)</b> 35:16	<b>actually (5)</b> 19:8;22:2,4,6; 24:11	<b>agreed (5)</b> 21:5;27:5;30:12; 34:3;47:9	<b>annual (1)</b> 32:4
<b>\$124.48 (1)</b> 34:13	<b>\$51.10 (1)</b> 35:9	<b>add (2)</b> 24:18;36:14	<b>agreement (1)</b> 47:12	<b>answered (1)</b> 33:9
<b>\$14,238.65 (1)</b> 28:12	<b>\$547.52 (1)</b> 34:21	<b>added (1)</b> 48:10	<b>AH (1)</b> 45:11	<b>apologize (4)</b> 19:23;24:3;25:15; 36:7
<b>\$142.40 (2)</b> 34:16,17	<b>\$56.06 (1)</b> 35:5	<b>ADDIS (1)</b> 10:10	<b>Ah-hah (1)</b> 38:11	<b>appeal (2)</b> 44:3,8
<b>\$144.33 (1)</b> 35:7	<b>\$560 (1)</b> 35:5	<b>addition (4)</b> 29:21;45:16;46:13; 48:10	<b>airfare (1)</b> 25:21	<b>appeals (5)</b> 40:7;44:15;45:12; 46:18,19
<b>\$147 (1)</b> 31:14	<b>\$61.17 (1)</b> 35:5	<b>additional (12)</b> 25:10,13,14;31:16; 34:8,11,11,17,19; 35:8;37:24;38:1	<b>al (1)</b> 31:1	<b>appear (3)</b> 13:24;22:21;26:2
<b>\$147.43 (1)</b> 37:11	<b>\$613.36 (1)</b> 35:10	<b>address (1)</b> 21:15	<b>ALFONSO (4)</b> 11:9;13:13;14:24, 25	<b>appearances (1)</b> 12:9
<b>\$15.95 (1)</b> 25:23	<b>\$63.47 (1)</b> 35:9	<b>addressed (3)</b> 33:5;45:18;48:4	<b>allow (1)</b> 29:2	<b>APPEARING (4)</b> 11:12;12:16,17; 14:3
<b>\$162.23 (1)</b> 26:4	<b>\$8,430.84 (1)</b> 35:18	<b>addresses (1)</b> 17:14	<b>allowed (1)</b> 51:16	<b>applicability (1)</b> 19:5
<b>\$168.20 (1)</b> 31:15	<b>\$8,840 (1)</b> 28:8	<b>administrative (1)</b> 33:13	<b>along (3)</b> 14:21;15:16;46:4	<b>applicable (1)</b> 18:21
<b>\$171.41 (1)</b> 34:23	<b>\$80 (3)</b> 26:1;34:18,20	<b>admitted (2)</b> 43:13,18	<b>alphabetical (1)</b> 23:15	<b>applicants (1)</b> 25:3
<b>\$182.68 (2)</b> 35:11,14	<b>\$80.21 (1)</b> 34:19	<b>ADRIANA (2)</b> 11:17;12:20	<b>alternative (1)</b> 29:14	<b>application (23)</b> 13:25;16:21,23; 17:2,5,25;18:9;28:4; 29:13;30:7,9,12,16, 22,24;31:13;32:13, 16;33:14,16;36:18; 37:16;39:23
<b>\$2,135.32 (1)</b> 35:12	<b>\$989.40 (1)</b> 25:22	<b>ab (3)</b> 46:3,7,20	<b>although (2)</b> 30:6;36:18	<b>applications (10)</b> 12:18;19:17;23:12, 21:25;2,3,10,12,16; 38:24
<b>\$2,556.83 (2)</b> 25:19;26:5	<b>A</b>	<b>ability (3)</b> 28:23,24;29:2	<b>always (2)</b> 25:3,16	<b>applies (1)</b> 48:19
<b>\$2,648.25 (1)</b> 28:11		<b>able (2)</b> 22:11;29:6	<b>amend (2)</b> 15:21,24	<b>apply (5)</b> 40:12;41:19;44:13; 47:21;48:2
<b>\$2,750.40 (1)</b> 28:9		<b>absolutely (2)</b> 17:19;38:4	<b>amended (1)</b> 24:12	<b>appreciate (1)</b> 23:2
<b>\$20 (2)</b> 25:21;26:2		<b>acceptable (1)</b> 18:2	<b>America (7)</b> 8:12,21;11:4; 13:11,20;14:24; 15:25	<b>appreciates (1)</b> 25:7
<b>\$26.33 (1)</b> 35:10		<b>access (1)</b> 28:23	<b>American (1)</b> 32:10	<b>approached (1)</b> 27:5
<b>\$29.31 (1)</b> 35:9		<b>accomplish (1)</b> 30:13	<b>Americas (1)</b> 10:4	<b>appropriate (3)</b> 23:7;26:24;38:3
<b>\$32.66 (2)</b> 35:9,9		<b>according (1)</b> 48:7	<b>among (2)</b> 20:14,18	<b>approve (11)</b>
<b>\$352.09 (1)</b> 31:16		<b>account (1)</b> 33:1	<b>amount (7)</b> 25:18,25;26:7; 27:11;29:15;34:15; 35:9	
<b>\$36.89 (1)</b> 31:14		<b>account-confirm (1)</b> 32:22		
<b>\$378 (1)</b> 25:23		<b>accounts-receivable (2)</b> 32:5,18		
<b>\$38.30 (1)</b> 35:6				
<b>\$40 (1)</b> 26:3				
<b>\$40.26 (1)</b> 35:9				



17:1;18:9;22:6; 26:6;28:4;30:21,24; 33:13,16;37:13,16 <b>approximate (1)</b> 35:18 <b>approximately (1)</b> 21:22 <b>Arch (5)</b> 20:20,20,25;21:1, 19 <b>argued (1)</b> 41:22 <b>argument (6)</b> 39:2;40:13;42:19, 20,22;48:4 <b>arguments (5)</b> 41:11;42:24;43:2; 48:3;51:15 <b>argument's (1)</b> 40:14 <b>arise (1)</b> 28:20 <b>arising (1)</b> 42:13 <b>ARMSTRONG (2)</b> 7:2;13:16 <b>around (3)</b> 15:15;29:4;38:6 <b>arranged (1)</b> 29:8 <b>aside (1)</b> 44:15 <b>assert (1)</b> 49:20 <b>assets (3)</b> 41:2;42:11;47:19 <b>assiduously (1)</b> 22:17 <b>attached (1)</b> 43:16 <b>attack (2)</b> 45:14;47:25 <b>Attorney (1)</b> 9:3 <b>Attorneys (11)</b> 7:3,11,20;8:3,12, 21;9:20;10:3,11,20; 11:4 <b>audit (3)</b> 31:19;32:4;33:3 <b>auditor (1)</b> 31:11 <b>authority (1)</b> 44:18 <b>automatic (20)</b> 40:10,11,11,21,24, 25;41:4,20;44:11,25; 45:14;46:7,14;49:11, 12,13,15,20;50:1,9 <b>automatic-stay (1)</b> 40:16 <b>available (1)</b> 32:19	<b>Avenue (5)</b> 6:21;7:12;10:4,21; 11:6 <b>aware (5)</b> 16:24;19:3;25:11; 31:7,17 <b>away (1)</b> 41:1  <b>B</b>  <b>back (4)</b> 19:15;42:22;51:7, 10 <b>backstop (1)</b> 21:7 <b>backup (1)</b> 27:16 <b>balances (5)</b> 32:5,5,7,17,18 <b>Bank (10)</b> 6:12;8:12;11:4; 13:11;14:24;31:17, 19;32:9,14,25 <b>bank-account (4)</b> 32:5,6,12,17 <b>bank-confirmation (1)</b> 31:24 <b>Bankruptcy (19)</b> 12:2;23:4;40:7; 41:23;42:24;43:15; 44:6,9,15,25;45:1,2, 12,25;46:16,18;48:6; 50:1,4 <b>based (1)</b> 39:10 <b>bases (1)</b> 49:9 <b>BASF (1)</b> 42:9 <b>basic (1)</b> 21:9 <b>BASILE (14)</b> 9:2,7;14:2,3;41:11, 15,16;43:19,20; 48:25;49:4;50:12; 51:21,23 <b>basis (4)</b> 16:13;21:18;49:5; 50:24 <b>began (1)</b> 20:24 <b>behalf (22)</b> 12:15,18,19,24; 13:2,7,16,19,24;14:3, 6,9,15,20,24;15:2,5, 9;17:14;31:21;51:19, 22 <b>benefit (3)</b> 30:6;45:22;46:9 <b>better (1)</b> 15:14 <b>bilateral (2)</b>	20:19,24 <b>billed (3)</b> 26:2,3;33:1 <b>binding (5)</b> 28:10;50:3,5,17,18 <b>bit (3)</b> 23:25;24:23;33:22 <b>Blackstone (8)</b> 17:21;23:17;24:7, 14,23;25:17;26:8; 27:1 <b>BLACKWELL (2)</b> 7:19;13:2 <b>BLANK (2)</b> 10:7;14:21 <b>borne (1)</b> 30:5 <b>both (3)</b> 19:12;20:16;48:6 <b>bottom (3)</b> 16:5;19:16;40:4 <b>Boulevard (3)</b> 7:4;8:5,14 <b>BOWLES (3)</b> 6:2;17:21;28:2 <b>Brian (1)</b> 12:10 <b>brief (6)</b> 44:13,17;45:10,17; 49:3;51:6 <b>briefed (1)</b> 41:22 <b>briefing (2)</b> 39:13;42:20 <b>briefly (3)</b> 20:23;49:2;50:12 <b>brings (1)</b> 38:24 <b>Brody (1)</b> 18:19 <b>Bryan (2)</b> 28:6;38:6 <b>building (1)</b> 29:7 <b>Burgess (1)</b> 39:18  <b>C</b>  <b>cabinet (1)</b> 38:10 <b>called (2)</b> 20:18;32:7 <b>came (3)</b> 17:8,8,13 <b>can (17)</b> 17:10;19:21;20:17; 27:17,18,21;31:4,9; 32:1;33:20;35:14,21; 37:2;38:3;40:5;47:3; 48:18 <b>capital (4)</b> 21:10,16,17;22:4	<b>car (2)</b> 26:4,4 <b>card (1)</b> 32:11 <b>care (2)</b> 27:22;38:23 <b>CARMODY (3)</b> 7:10;12:14;30:20 <b>Carondelet (1)</b> 7:21 <b>cars (1)</b> 37:12 <b>case (33)</b> 12:8;17:20;18:20; 22:20;25:4,6;26:23; 39:9,15,19;40:15,20; 41:1,16,17,20,21; 42:5,7,17,25;43:5,10; 45:10,12;46:12,22, 24;47:22;48:1;50:1, 8,9 <b>cases (9)</b> 17:18;18:22;40:18; 44:12,15,17,20;45:3; 47:8 <b>catbird (1)</b> 43:25 <b>Caterpillar (4)</b> 8:3,4;13:7,8 <b>Cave (3)</b> 28:6;29:2;38:6 <b>Central (1)</b> 7:12 <b>certain (6)</b> 18:21;21:1,8; 23:21;32:5;40:18 <b>Certainly (12)</b> 15:18;16:7;19:18; 20:6;21:17;23:13,19; 25:7;33:8;40:19; 44:5;50:9 <b>challenges (1)</b> 43:23 <b>challenging (1)</b> 43:11 <b>chambers (8)</b> 24:7;26:14;27:23; 31:5,10,25;37:2; 51:17 <b>change (1)</b> 30:16 <b>Chapter (5)</b> 20:11;21:4,11,15, 18 <b>charge (13)</b> 25:21;26:1;27:1; 29:10;30:1,8;32:9, 21;34:14,22;35:23, 23;36:2 <b>charged (1)</b> 25:6 <b>charges (25)</b> 25:19,19,20,24;	28:9,20;29:12,20,24, 25;30:4,17;31:17,18, 24;32:8,11,14,16,23; 33:1,6;34:4,10,21 <b>Charleston (2)</b> 6:5;9:5 <b>check (5)</b> 26:13;34:23,24,25; 35:14 <b>Chemical (3)</b> 42:8,9,10 <b>Chicago (2)</b> 9:23;10:14 <b>Chickencheck (1)</b> 14:9 <b>chime (1)</b> 19:21 <b>CHINCHECK (4)</b> 6:7;14:11,12,14 <b>Ciba (2)</b> 42:8;47:18 <b>Ciba's (1)</b> 42:14 <b>Circuit (9)</b> 40:20;44:14;45:5, 13;46:4,7,17,19;50:2 <b>circuits (3)</b> 45:17,18;46:5 <b>circumstances (1)</b> 25:9 <b>cited (4)</b> 39:19;44:12,17,20 <b>Citi (1)</b> 21:24 <b>Citibank (4)</b> 7:20;10:20;13:2; 15:2 <b>claim (7)</b> 15:20,24;16:1,5,9, 12;39:24 <b>Claimants (8)</b> 9:3;14:3;16:15; 42:6;45:7;49:16,19; 51:22 <b>claimants' (2)</b> 43:16;51:14 <b>claims (28)</b> 15:21;16:9,10,13, 16,19;38:25;39:6,8, 25;41:5,8;42:6,13,21; 43:5,10,14,21;44:21; 45:7;47:10,17;49:6,7, 8,17;51:16 <b>clarify (1)</b> 31:23 <b>Clark (1)</b> 9:21 <b>clause (1)</b> 50:18 <b>clear (3)</b> 39:20;40:3;47:22 <b>clearly (2)</b> 40:12;48:12
---	--	---	---	--

<p><b>CLERK (3)</b> 12:2;36:21;51:9</p> <p><b>client (1)</b> 29:1</p> <p><b>clients (3)</b> 29:1,4;44:7</p> <p><b>closing (1)</b> 21:10</p> <p><b>Coal (4)</b> 12:8;14:12;16:11;41:24</p> <p><b>COBURN (3)</b> 6:10;13:23;37:22</p> <p><b>co-counsel (2)</b> 13:12;30:6</p> <p><b>coffee (1)</b> 38:15</p> <p><b>COHEN (6)</b> 6:24;10:16;14:15;17:15;5:7</p> <p><b>Cole (1)</b> 30:23</p> <p><b>collateral (2)</b> 45:14;47:25</p> <p><b>COLT (1)</b> 6:19</p> <p><b>coming (1)</b> 22:5</p> <p><b>comment (2)</b> 23:20;43:24</p> <p><b>comments (2)</b> 20:2;30:15</p> <p><b>commit (1)</b> 22:9</p> <p><b>Committee (14)</b> 7:11;10:3,11;12:16;14:20;15:5;20:22;24:13;30:21;23;33:19;34:2;37:10,16</p> <p><b>communicated (1)</b> 24:7</p> <p><b>companion (1)</b> 18:20</p> <p><b>compensation (3)</b> 19:17;23:12;38:24</p> <p><b>complete (1)</b> 33:7</p> <p><b>completed (2)</b> 25:4;38:1</p> <p><b>complexity (1)</b> 24:4</p> <p><b>complicated (1)</b> 17:12</p> <p><b>comprised (1)</b> 21:23</p> <p><b>concern (1)</b> 43:8</p> <p><b>concerned (2)</b> 26:21;31:14</p> <p><b>concerning (1)</b> 27:23</p> <p><b>concerns (2)</b></p>	<p>24:9;48:5</p> <p><b>concluded (1)</b> 52:9</p> <p><b>concludes (1)</b> 51:25</p> <p><b>conditions (1)</b> 21:11</p> <p><b>confess (1)</b> 44:5</p> <p><b>confirm (1)</b> 38:5</p> <p><b>confirmation (4)</b> 22:14;31:18;32:10,15</p> <p><b>Confirmationcom (3)</b> 32:8,11,19</p> <p><b>confirmations (2)</b> 31:19;32:25</p> <p><b>confirmed (1)</b> 24:6</p> <p><b>conflict (1)</b> 30:24</p> <p><b>Conflicts (3)</b> 6:20;14:15;31:2</p> <p><b>connection (1)</b> 21:18</p> <p><b>consent (2)</b> 20:22;31:19</p> <p><b>consider (1)</b> 30:15</p> <p><b>considerably (1)</b> 29:16</p> <p><b>consideration (3)</b> 20:16;21:2,19</p> <p><b>considerations (1)</b> 21:3</p> <p><b>constitution (1)</b> 50:18</p> <p><b>construes (1)</b> 50:3</p> <p><b>consultants (1)</b> 37:10</p> <p><b>CONSULTING (1)</b> 11:16</p> <p><b>contact (3)</b> 27:17;36:21;38:2</p> <p><b>contain (1)</b> 48:18</p> <p><b>continue (2)</b> 18:1,11</p> <p><b>continued (2)</b> 15:20;16:3</p> <p><b>control (1)</b> 19:24</p> <p><b>convenient (1)</b> 23:14</p> <p><b>conversations (1)</b> 22:3</p> <p><b>COOK (2)</b> 8:20;13:19</p> <p><b>cooperatively (1)</b> 28:21</p> <p><b>copies (1)</b></p>	<p>29:22</p> <p><b>copy (3)</b> 29:18,21,23</p> <p><b>copying (2)</b> 28:10;29:20</p> <p><b>Corporation (5)</b> 7:3;8:3;12:8;13:8;16:11</p> <p><b>cost (2)</b> 31:3;36:3</p> <p><b>costs (1)</b> 19:24</p> <p><b>Counsel (20)</b> 6:3,11,20;12:17;13:23;14:9,12,15;16:22;28:3,6;30:21;24;31:2,6;33:15;37:1,15,19,23</p> <p><b>couple (1)</b> 44:14</p> <p><b>course (7)</b> 18:4;19:2,3;21:12;29:3,5;45:1</p> <p><b>Court (159)</b> 12:3,5,7,12,14,21,25;13:5,9,14,17,21;14:1,4,8,13,15,19,23;15:1,4,8,11,19;16:10,17,17;17:1,4;18:2,3,5,8,15,17,18;19:3,9,10,14,22,25;20:1,3,6;22:1,13,19,22;23:1,8,10,14,15;24:2,16,20;25:1,7;26:10,16,18;27:9,14,21;28:1,6,15,19;29:11;30:14,19;31:8,22;32:2;33:5,11,24;34:5;35:3,22,24;36:13,16,24;38:7,8,11,14,22;39:4,9,21,22;40:2,5,6,6,7,10,17,21;41:6,7,12,15,23;42:2,3;43:4,7,8,9,13,18;44:8,10,14,15,16,18,19,22,23;45:1,3,12,17,23;46:17,19,19,23;47:3,4,5,13,18;48:9,12,13,23,25;49:7,22,25;50:3,4,16,16,17,21,23;51:3,6,11,21,24;52:7</p> <p><b>courtroom (3)</b> 12:9;15:14;52:2</p> <p><b>courts (9)</b> 40:6,7,7,8;44:24;45:1;49:13;50:7,19</p> <p><b>Court's (4)</b> 36:8;43:12;48:7,17</p> <p><b>covenant (1)</b> 20:25</p> <p><b>coverage (1)</b> 47:10</p> <p><b>COWEN (2)</b></p>	<p>10:10;37:15</p> <p><b>creamers (1)</b> 38:16</p> <p><b>Creative (5)</b> 31:18;32:15,21,24;33:1</p> <p><b>creditor (3)</b> 49:13,14,18</p> <p><b>Creditors (3)</b> 7:11;19:2;42:15</p> <p><b>Creditors' (10)</b> 10:3;12:15;14:20;20:22;24:12;30:21,23;33:19;34:2;37:10</p> <p><b>critical (2)</b> 21:4,20</p> <p><b>cross- (1)</b> 42:12</p> <p><b>cross-claims (3)</b> 42:10,14;47:17</p> <p><b>CROWLEY (1)</b> 10:10</p> <p><b>currently (1)</b> 21:24</p> <p><b>CURTIS (2)</b> 6:19;31:1</p> <p><b>customers (2)</b> 32:6,18</p> <p><b>Cytec (3)</b> 42:9,14;47:18</p>	<p>20:15,17,20,21,25;28:3;31:12;33:13;37:1,19,23;40:14;41:24;42:12;49:5,6</p> <p><b>Debtors' (2)</b> 31:2,6</p> <p><b>debtor's (1)</b> 49:8</p> <p><b>December (1)</b> 22:14</p> <p><b>decide (3)</b> 45:19,21,24</p> <p><b>decision (5)</b> 44:16;45:4,5;50:6,7</p> <p><b>decisions (1)</b> 44:25</p> <p><b>declarations (4)</b> 17:16,18;18:1,10</p> <p><b>deducted (1)</b> 26:17</p> <p><b>deduction (1)</b> 34:4</p> <p><b>defendant (2)</b> 40:22;47:14</p> <p><b>defendants (2)</b> 16:11;40:12</p> <p><b>delivery (2)</b> 31:17;32:9</p> <p><b>Dennis (3)</b> 40:20;45:11;49:22</p> <p><b>DEPARTMENT (1)</b> 9:10</p> <p><b>depending (1)</b> 45:22</p> <p><b>deposition (1)</b> 50:22</p> <p><b>deposits (1)</b> 22:8</p> <p><b>describe (2)</b> 20:23;32:9</p> <p><b>described (3)</b> 32:14,24;48:14</p> <p><b>designed (1)</b> 41:4</p> <p><b>detail (10)</b> 31:3,7;32:9;35:17;36:1,11;37:1,6,20,24</p> <p><b>determination (2)</b> 46:8;47:2</p> <p><b>determine (2)</b> 27:18;44:10</p> <p><b>developments (1)</b> 20:4</p> <p><b>different (2)</b> 41:18;50:5</p> <p><b>dinner (1)</b> 31:15</p> <p><b>DIP (7)</b> 7:20;8:12;10:20;11:5;13:3,12;21:22</p> <p><b>directed (2)</b> 40:14,15</p>
<b>D</b>				
			<p><b>Dan (1)</b> 13:6</p> <p><b>DANIEL (1)</b> 8:9</p> <p><b>date (2)</b> 18:12,12</p> <p><b>DAVID (2)</b> 6:15;13:22</p> <p><b>Davis (5)</b> 19:21;28:21;29:3,14;31:6</p> <p><b>day (9)</b> 34:9,10,15,16,18,19;35:8,10;37:4</p> <p><b>days (2)</b> 22:5;31:4</p> <p><b>Deakins (1)</b> 16:21</p> <p><b>debtor (25)</b> 14:16;16:10;17:15;23:18;28:7;33:16;40:22;41:3;42:7,16,21;44:12,21;45:8,10,20,22;46:9;47:7,14,14;48:9;49:12,17;51:19</p> <p><b>Debtors (29)</b> 6:3,11,20;12:11;13:24;14:6,10;17:6,9,20;18:19,25;19:6;</p>	

<p><b>directly (4)</b> 31:5,9;32:13;37:2</p> <p><b>DIRECTOR (1)</b> 11:14</p> <p><b>disagreement (1)</b> 39:17</p> <p><b>disallowance (1)</b> 39:24</p> <p><b>disallowed (6)</b> 16:13,16,19;35:23; 41:7,9</p> <p><b>discharge (4)</b> 50:1,3,5,9</p> <p><b>disclosure-statement (1)</b> 22:13</p> <p><b>discussed (3)</b> 17:10;30:8;45:9</p> <p><b>discussion (1)</b> 17:8</p> <p><b>discussions (2)</b> 23:22;34:3</p> <p><b>dismiss (1)</b> 41:22</p> <p><b>dismissal (5)</b> 39:16,21;44:16,21; 49:16</p> <p><b>dismissals (1)</b> 44:1</p> <p><b>dismissed (8)</b> 16:12;39:15;41:1, 6;43:5,10,14,21</p> <p><b>dismissing (2)</b> 40:22;44:18</p> <p><b>disposed (1)</b> 39:11</p> <p><b>distressed (1)</b> 21:17</p> <p><b>District (8)</b> 12:3;40:7;44:22, 24;46:17,18,23;50:23</p> <p><b>DLA (1)</b> 35:22</p> <p><b>docket (9)</b> 15:16;16:20;20:9; 22:24,25;27:16;39:7; 48:13,13</p> <p><b>doctrine (4)</b> 16:14;39:11;40:1; 47:24</p> <p><b>document (2)</b> 25:23;37:7</p> <p><b>documentation (1)</b> 37:8</p> <p><b>documented (1)</b> 36:11</p> <p><b>documents (1)</b> 38:7</p> <p><b>dollar (5)</b> 21:7;26:15,15; 34:4;35:23</p> <p><b>dollar-odd (1)</b> 21:23</p> <p><b>dollars (7)</b></p>	<p>21:10,22;24:23; 27:2,4;33:20;37:4</p> <p><b>done (6)</b> 32:23;37:12;46:25; 50:7,23,24</p> <p><b>double (1)</b> 27:18</p> <p><b>down (3)</b> 16:20;34:22;46:15</p> <p><b>DOYLE (3)</b> 8:9;13:6,6</p> <p><b>drove (1)</b> 29:20</p> <p><b>duplicative (1)</b> 34:25</p> <p><b>during (1)</b> 28:22</p>	<p><b>ended (1)</b> 49:4</p> <p><b>Energy (1)</b> 7:3</p> <p><b>engagement (3)</b> 36:3,4,10</p> <p><b>engaging (1)</b> 22:9</p> <p><b>entered (3)</b> 18:25;48:7;50:15</p> <p><b>entire (3)</b> 42:5,17,25</p> <p><b>entities (1)</b> 27:12</p> <p><b>equivalent (1)</b> 30:2</p> <p><b>Ernst (9)</b> 9:20;15:9;17:22; 31:11,21;32:4,8,20, 25</p> <p><b>ESQ (18)</b> 6:7,15,16,24;7:8, 16,17,25;8:9,18,25; 9:7,16,24;10:7,16,24; 11:9</p> <p><b>essential (1)</b> 38:12</p> <p><b>essentially (2)</b> 36:10;43:19</p> <p><b>established (1)</b> 48:8</p> <p><b>estate (3)</b> 17:12;41:2;49:18</p> <p><b>et (1)</b> 31:1</p> <p><b>even (1)</b> 38:19</p> <p><b>everybody (2)</b> 15:12;17:11</p> <p><b>everyone (1)</b> 25:7</p> <p><b>everyone's (1)</b> 25:7</p> <p><b>exact (1)</b> 35:19</p> <p><b>exactly (1)</b> 33:5</p> <p><b>examination (1)</b> 46:14</p> <p><b>excellent (1)</b> 23:2</p> <p><b>except (1)</b> 15:13</p> <p><b>exception (2)</b> 47:23;48:1</p> <p><b>exchange (2)</b> 20:17;21:1</p> <p><b>excited (1)</b> 22:11</p> <p><b>exclusive (1)</b> 44:24</p> <p><b>Excuse (1)</b> 36:5</p>	<p><b>Exhibit (1)</b> 43:16</p> <p><b>exhibits (1)</b> 29:22</p> <p><b>exists (1)</b> 47:23</p> <p><b>exit (5)</b> 21:11;22:2,7,10,12</p> <p><b>expand (1)</b> 17:5</p> <p><b>expansion (1)</b> 29:7</p> <p><b>expect (2)</b> 22:5;25:16</p> <p><b>expense (4)</b> 22:8;30:2;32:9; 36:11</p> <p><b>expenses (17)</b> 24:9,23;25:6,8,18; 26:7;28:11;30:5; 31:7,13;33:2,21; 34:20;35:18;37:6,20, 24</p> <p><b>expensive (1)</b> 29:16</p> <p><b>explained (1)</b> 28:16</p> <p><b>explanation (1)</b> 30:10</p> <p><b>Express (1)</b> 32:10</p> <p><b>extent (2)</b> 19:4;22:19</p> <p><b>external (2)</b> 25:20,22</p> <p><b>extremely (1)</b> 22:21</p>	<p><b>fast (1)</b> 27:25</p> <p><b>federal (6)</b> 39:21;40:5,8; 44:19;50:7,17</p> <p><b>fee (17)</b> 12:18;13:24;23:21; 25:2,2,16;29:13;30:7, 9,12;32:13,16;36:1, 16,17,18,19</p> <p><b>fees (9)</b> 22:8;25:8;26:2,6; 31:8;35:16;36:11; 37:7,13</p> <p><b>Feldman (2)</b> 47:23,24</p> <p><b>few (4)</b> 17:16;20:8;25:9,17</p> <p><b>fifteenth (1)</b> 16:2</p> <p><b>Fifth (2)</b> 10:21;15:22</p> <p><b>figure (1)</b> 27:25</p> <p><b>file (3)</b> 17:18;22:6;48:10</p> <p><b>filed (23)</b> 15:24;16:1;17:15, 16,25;18:10;21:7; 22:16;23:21;42:4,10, 12,23;43:4,6,11,15; 45:25;46:15,16;47:7, 17,19</p> <p><b>filing (6)</b> 22:24;41:23;42:15; 45:24;48:8,20</p> <p><b>filings (2)</b> 22:23;47:5</p> <p><b>final (3)</b> 19:9;27:25;50:24</p> <p><b>finally (2)</b> 35:16;50:11</p> <p><b>Financial (8)</b> 8:3;11:16;13:7; 21:2;22:9;23:18; 34:1;37:9</p> <p><b>financing (2)</b> 21:21;22:10</p> <p><b>find (2)</b> 21:21;38:9</p> <p><b>finish (1)</b> 25:14</p> <p><b>firm (5)</b> 21:8;29:13;30:6; 35:19;38:15</p> <p><b>firmly (1)</b> 20:11</p> <p><b>firms (7)</b> 17:14,25;24:8,13, 14;26:25;27:13</p> <p><b>firm's (1)</b> 13:24</p> <p><b>First (9)</b></p>
	<b>E</b>			
	<p><b>earlier (2)</b> 43:25;47:16</p> <p><b>early (1)</b> 47:19</p> <p><b>Eastern (9)</b> 12:3;16:11;42:6, 10;43:3,6,10,15;44:1</p> <p><b>effect (5)</b> 18:16;19:1;39:21; 46:2;47:1</p> <p><b>effectively (2)</b> 30:2,3</p> <p><b>effects (1)</b> 46:10</p> <p><b>efforts (2)</b> 25:8;28:20</p> <p><b>EHLERS (3)</b> 7:8;13:15,15</p> <p><b>eighteen (1)</b> 39:8</p> <p><b>eighteenth (4)</b> 16:6,7;39:11;41:17</p> <p><b>Eighth (4)</b> 40:20;45:5;46:4; 50:2</p> <p><b>either (3)</b> 16:24;19:12;32:17</p> <p><b>electronically (1)</b> 32:19</p> <p><b>eleven (1)</b> 45:10</p> <p><b>else (3)</b> 23:5;49:2;51:21</p> <p><b>emergence (4)</b> 20:10;21:4,15,18</p> <p><b>employ (1)</b> 16:21</p> <p><b>encompass (1)</b> 48:11</p> <p><b>encouraging (1)</b> 22:22</p> <p><b>end (2)</b> 35:13;43:22</p>			
			<b>F</b>	
			<p><b>facilities (1)</b> 22:2</p> <p><b>facility (4)</b> 21:22,23,24;22:7</p> <p><b>fact (5)</b> 20:11;21:3;38:6; 42:11;47:22</p> <p><b>factual (1)</b> 12:18</p> <p><b>failure (3)</b> 16:12;46:21,21</p> <p><b>fair (1)</b> 20:8</p> <p><b>fairly (2)</b> 20:18;21:10</p> <p><b>faith-and-credit (1)</b> 50:18</p> <p><b>fantastic (1)</b> 20:8</p> <p><b>far (2)</b> 31:13;33:21</p> <p><b>FARR (2)</b> 11:3;13:13</p>	

<p>7:20;10:20;12:9; 20:13,21;22:23; 23:16;30:9;39:15</p> <p><b>first- (1)</b> 13:2</p> <p><b>first-day (2)</b> 17:8,9</p> <p><b>first-days (1)</b> 18:25</p> <p><b>first-lien (1)</b> 21:23</p> <p><b>five (1)</b> 31:14</p> <p><b>flaws (1)</b> 48:20</p> <p><b>floor (1)</b> 38:20</p> <p><b>flow (1)</b> 29:12</p> <p><b>FOLEY (1)</b> 9:19</p> <p><b>folks (1)</b> 29:4</p> <p><b>follow (3)</b> 15:16;17:17,22</p> <p><b>followed (2)</b> 47:11,12</p> <p><b>following (4)</b> 28:7;31:12;34:7; 38:20</p> <p><b>forcing (1)</b> 17:11</p> <p><b>forget (1)</b> 29:22</p> <p><b>forgive (1)</b> 46:9</p> <p><b>form (3)</b> 24:11;32:17;41:5</p> <p><b>former (2)</b> 20:16;36:9</p> <p><b>Forsyth (3)</b> 7:4;8:5,14</p> <p><b>forth (1)</b> 48:12</p> <p><b>forty (1)</b> 37:3</p> <p><b>forward (2)</b> 19:6;43:1</p> <p><b>four (7)</b> 18:1,20:9;21:12; 24:7,13;35:11;44:17</p> <p><b>fourteenth (1)</b> 16:1</p> <p><b>FRANKEL (1)</b> 10:2</p> <p><b>free (1)</b> 29:3</p> <p><b>front (1)</b> 44:8</p> <p><b>fuel (1)</b> 21:11</p> <p><b>full (1)</b> 26:14</p>	<p><b>full- (1)</b> 50:17</p> <p><b>fully (3)</b> 22:15;36:1;41:22</p> <p><b>fundamental (2)</b> 49:25;50:14</p> <p><b>funding (1)</b> 21:19</p> <p><b>further (4)</b> 20:4;33:8;47:5; 48:15</p> <p style="text-align: center;"><b>G</b></p> <p><b>GAGE (4)</b> 8:2,11;13:7,11</p> <p><b>GALLAGHER (2)</b> 11:3;13:13</p> <p><b>GARTNER (3)</b> 7:25;13:1,2</p> <p><b>GCG (1)</b> 33:12</p> <p><b>general (2)</b> 21:16;44:13</p> <p><b>given (1)</b> 26:22</p> <p><b>Global (6)</b> 8:4;13:8;20:14,18; 21:1;23:19</p> <p><b>goal (1)</b> 22:17</p> <p><b>goes (1)</b> 50:6</p> <p><b>Good (42)</b> 12:5,6,7,10,12,13, 21,22,23,25;13:1,5,6, 9,10,14,15,17,18,21, 22;14:1,2,4,7,8,13,14, 17,19,22,23;15:1,3,4, 7,8,10,11;17:3;25:5; 31:20</p> <p><b>GOTSHAL (2)</b> 10:19;13:4</p> <p><b>graciously (1)</b> 22:14</p> <p><b>grant (3)</b> 17:24;18:8;19:12</p> <p><b>granting (1)</b> 43:6</p> <p><b>Greenberg (1)</b> 33:15</p> <p><b>Greg (1)</b> 12:14</p> <p><b>GREGORY (1)</b> 7:16</p> <p><b>ground (3)</b> 25:21;34:7,14</p> <p><b>ground-transportation (2)</b> 25:19;34:10</p> <p><b>Group (3)</b> 32:21,24;33:2</p> <p><b>guarantee (1)</b> 21:9</p>	<p><b>guidance (1)</b> 46:22</p> <p style="text-align: center;"><b>H</b></p> <p><b>half (2)</b> 21:16;28:10</p> <p><b>handled (2)</b> 29:17;45:2</p> <p><b>happen (1)</b> 40:19</p> <p><b>happened (2)</b> 40:15,25</p> <p><b>happens (1)</b> 46:2</p> <p><b>happy (5)</b> 18:6;22:1;38:4; 41:11;48:24</p> <p><b>hard (1)</b> 22:3</p> <p><b>harder (1)</b> 19:25</p> <p><b>hardest (1)</b> 21:17</p> <p><b>harm (2)</b> 49:17,18</p> <p><b>heard (3)</b> 28:13;43:1,2</p> <p><b>hearing (14)</b> 12:8;17:8,9;18:24; 20:3;22:13,15;28:11, 22;29:22;42:19; 43:19,22;52:5</p> <p><b>hearings (1)</b> 22:19</p> <p><b>held (1)</b> 50:2</p> <p><b>help (3)</b> 23:7,25;44:2</p> <p><b>helps (1)</b> 45:20</p> <p><b>hit (1)</b> 22:25</p> <p><b>hold (2)</b> 22:15;46:6</p> <p><b>holding (1)</b> 46:3</p> <p><b>holds (1)</b> 46:19</p> <p><b>Honor (94)</b> 12:6,10,13,16,17, 23;13:1,6,10,15,18; 14:2,7,11,18,22,25; 15:3,7,10;16:7,25; 17:7,24;18:13,24; 19:18,20;20:1,7,12, 19;22:1,11;23:6,13, 19,24;24:19,24,25; 26:8,21;27:22;28:13; 29:10,25;30:4,18; 31:20,23;32:3,33:4, 10,22,25;35:2,21; 36:15,23;38:4,17,18;</p>	<p>39:3,5,11,14,23;41:5, 10,14,16;45:6,16; 46:13;47:6,11,16,21; 48:4,6,23;49:3,11,24; 50:2,10,12;51:1,5,10, 20;52:6,8</p> <p><b>Honorable (1)</b> 12:4</p> <p><b>Honor's (1)</b> 49:9</p> <p><b>hotel (3)</b> 29:15,15;30:3</p> <p><b>HOULIHAN (4)</b> 11:13;12:19;33:18; 34:1</p> <p><b>Huebner (30)</b> 14:6,7;19:19,20, 23;20:6,7;23:1,5,6,9, 24;24:3,21,25;26:8, 11,18;27:15,20,22; 33:22;34:23;38:2,4,8, 9,12,18,20</p> <p><b>Hughes (4)</b> 12:11;18:23,24; 19:13</p> <p><b>Hummel (2)</b> 42:18,21</p> <p><b>HUSCH (2)</b> 7:19;13:2</p> <p><b>HVAC (5)</b> 28:9;29:12,24,25; 30:8</p> <p style="text-align: center;"><b>I</b></p> <p><b>idea (2)</b> 30:11;44:6</p> <p><b>ignored (1)</b> 45:9</p> <p><b>IL (2)</b> 9:23;10:14</p> <p><b>impair (1)</b> 49:15</p> <p><b>important (1)</b> 21:3</p> <p><b>inadvertently (1)</b> 26:3</p> <p><b>Inc (1)</b> 33:12</p> <p><b>inception (2)</b> 45:24;46:14</p> <p><b>include (2)</b> 17:5;48:16</p> <p><b>included (3)</b> 19:1;30:7;35:14</p> <p><b>includes (2)</b> 22:12;26:14</p> <p><b>including (3)</b> 17:16;34:8;43:12</p> <p><b>inconsistent (2)</b> 40:23,25</p> <p><b>independent (1)</b> 31:11</p>	<p><b>inform (2)</b> 22:1;35:22</p> <p><b>information (6)</b> 25:11,13,14;27:11; 31:16;36:20</p> <p><b>in-house (1)</b> 37:4</p> <p><b>initio (3)</b> 46:3,8,20</p> <p><b>instance (1)</b> 20:13</p> <p><b>institutions (1)</b> 22:9</p> <p><b>insurance (1)</b> 47:10</p> <p><b>intend (1)</b> 22:15</p> <p><b>interact (1)</b> 19:25</p> <p><b>interests (1)</b> 49:15</p> <p><b>interim (4)</b> 19:1,2,16;23:12</p> <p><b>internal (3)</b> 25:23;32:20,25</p> <p><b>interpretation (1)</b> 50:5</p> <p><b>into (4)</b> 22:8;23:3;29:18; 38:3</p> <p><b>investment (1)</b> 21:8</p> <p><b>invoiced (1)</b> 36:1</p> <p><b>involved (1)</b> 47:14</p> <p><b>involves (2)</b> 16:9;39:7</p> <p><b>ironically (1)</b> 19:24</p> <p><b>issue (12)</b> 27:24;30:8;40:16; 41:20;42:19;46:5; 49:4,24;50:7,8,11,22</p> <p><b>issues (4)</b> 20:14;28:14;43:8; 48:11</p> <p><b>item (1)</b> 30:2</p> <p style="text-align: center;"><b>J</b></p> <p><b>Jack (1)</b> 35:20</p> <p><b>Jackson (1)</b> 36:25</p> <p><b>job (2)</b> 29:21,23</p> <p><b>Johnson (1)</b> 37:18</p> <p><b>joined (1)</b> 18:19</p> <p><b>JON (1)</b></p>
--	--	--	---	--



10:16 <b>Judge (11)</b> 13:22;41:23;42:18, 18,21;43:1,13,24,24; 44:4;46:21 <b>Judges (1)</b> 50:14 <b>judgment (6)</b> 39:15;42:1;43:2; 45:13;50:15,16 <b>judicata (8)</b> 16:13;39:10,24; 40:3;50:11,13,20,24 <b>JULIA (1)</b> 6:7 <b>July (5)</b> 41:24,25;42:4,22; 46:1 <b>jump (2)</b> 15:15;23:24 <b>junior (2)</b> 21:10,16 <b>Juries (1)</b> 50:14 <b>jurisdiction (3)</b> 44:10,24;50:8 <b>jurisdictional (1)</b> 44:18 <b>JUSTICE (1)</b> 9:10	<b>language (1)</b> 19:3 <b>LARDNER (1)</b> 9:19 <b>large (2)</b> 29:8,23 <b>LARS (2)</b> 9:24;31:20 <b>last (9)</b> 19:9;20:7,12; 21:14,14,20;22:5,22, 24 <b>lastly (1)</b> 37:22 <b>late (1)</b> 27:3 <b>later (2)</b> 45:19;46:15 <b>LATHROP (4)</b> 8:2,11;13:7,11 <b>Laura (1)</b> 12:11 <b>law (9)</b> 36:20;38:15;39:16, 18;44:6;46:7;47:22; 48:2,7 <b>layer (1)</b> 40:1 <b>LC (1)</b> 21:24 <b>lead (1)</b> 19:19 <b>least (2)</b> 45:18;49:13 <b>leaves (1)</b> 38:15 <b>leg (1)</b> 22:5 <b>legal (1)</b> 35:16 <b>legs (2)</b> 20:10;21:12 <b>Lender (2)</b> 8:13;13:12 <b>lengthy (1)</b> 36:9 <b>LEONORA (2)</b> 9:16;12:23 <b>LEPPERT (3)</b> 8:25;13:18,19 <b>lesser (1)</b> 22:19 <b>letter (2)</b> 36:3,4 <b>LEVIN (2)</b> 10:2;37:3 <b>liabilities (2)</b> 42:12;47:19 <b>liable (3)</b> 49:5,6,8 <b>lifted (1)</b> 47:1 <b>likewise (4)</b>	16:17;19:11;25:1; 34:18 <b>limited (4)</b> 27:10;42:19,20; 47:9 <b>line (2)</b> 40:4;46:15 <b>linked (2)</b> 32:10,15 <b>liquidity (1)</b> 21:2 <b>list (4)</b> 30:20;33:12;35:20; 37:18 <b>listed (5)</b> 42:13,14;47:18; 48:16,17 <b>litigants (1)</b> 47:8 <b>litigation (14)</b> 16:8;31:9;39:6; 40:6,22;41:3,17,21, 25;42:1,8,11,13; 47:20 <b>little (4)</b> 19:25;23:25;24:23; 33:22 <b>LLC (3)</b> 10:10;11:16;18:20 <b>LLP (13)</b> 6:2,10,19;7:2,19; 8:2,11;9:19,20;10:2, 19;11:3;28:2 <b>local (8)</b> 26:3,22,25;27:2,7, 13;28:6;30:21 <b>Locust (1)</b> 8:22 <b>LOKEY (3)</b> 11:13;33:18;34:1 <b>LONG (12)</b> 9:16;12:23,23; 24:17,19,24;26:20, 21;27:10;30:8;35:1; 40:23 <b>longer (1)</b> 25:16 <b>look (4)</b> 27:16,17;38:6;46:1 <b>looked (3)</b> 33:6;36:17;46:5 <b>looking (7)</b> 31:2,4,7,16;33:21; 37:1,6 <b>losing (1)</b> 39:17 <b>lot (2)</b> 17:11;50:13 <b>Louis (8)</b> 6:13;7:6,14,23;8:7, 16,23;9:14 <b>LP (1)</b> 23:17	<b>M</b> <b>MACDONALD (3)</b> 7:10;12:15;30:20 <b>machines (1)</b> 29:18 <b>main (1)</b> 28:24 <b>majority (2)</b> 46:4;48:22 <b>makes (4)</b> 15:14;39:20;50:17, 18 <b>making (1)</b> 25:15 <b>MALLET-PREVOST (2)</b> 6:19;31:1 <b>MANAGING (1)</b> 11:14 <b>mandate (1)</b> 22:6 <b>MANGES (2)</b> 10:19;13:4 <b>manner (1)</b> 40:23 <b>many (1)</b> 25:4 <b>March (1)</b> 43:18 <b>MARK (2)</b> 6:16;13:23 <b>market (2)</b> 21:21;22:4 <b>Marshall (1)</b> 19:20 <b>material (1)</b> 21:15 <b>math (1)</b> 26:13 <b>mathematical (1)</b> 26:9 <b>Matt (1)</b> 35:21 <b>matter (6)</b> 17:7;18:11;35:25; 42:1,11;43:1 <b>matters (2)</b> 44:25;45:2 <b>MATTHEW (7)</b> 7:25;8:25;11:14; 12:19;13:1,18;33:25 <b>MATTINGLY (2)</b> 6:16;13:23 <b>maximum (1)</b> 27:1 <b>May (11)</b> 12:13;17:20;18:7; 23:24;25:9;26:9,10; 28:15;36:17;41:15; 45:19 <b>maybe (3)</b> 26:13;36:17;44:2	<b>MAZZUCCHI (10)</b> 11:14;12:19,22; 33:25;34:1;35:21,22, 25;36:14,23 <b>meal (6)</b> 25:19;27:2;31:3, 15;34:4,22 <b>meals (19)</b> 25:22;26:12,16,17, 22,25;27:7,10,13; 31:8,14;35:4,6,7,8, 11,11,14;37:4 <b>mean (1)</b> 33:2 <b>meetings (1)</b> 37:7 <b>mention (2)</b> 12:16;24:15 <b>mentioned (6)</b> 17:9,22;20:21; 26:16;29:19;49:21 <b>merits (1)</b> 50:22 <b>MESIROW (3)</b> 11:16;12:19;37:9 <b>metaphor (1)</b> 21:13 <b>MICHAEL (1)</b> 6:24 <b>Michelin (1)</b> 15:25 <b>might (7)</b> 20:3;24:10;28:13; 35:22;36:14;44:21; 49:15 <b>million (5)</b> 21:7,9,22,23;26:15 <b>mind (2)</b> 26:13;30:16 <b>mindful (1)</b> 25:5 <b>Mine (2)</b> 8:21;13:20 <b>miners (2)</b> 26:22;27:3 <b>Mining (3)</b> 8:4;13:8;18:20 <b>minute (1)</b> 20:2 <b>miss (1)</b> 38:14 <b>Missouri (1)</b> 12:3 <b>mistake (1)</b> 43:14 <b>mistakes (2)</b> 50:14,15 <b>MO (8)</b> 6:13;7:6,14,23;8:7, 16,23;9:14 <b>modify (3)</b> 47:3,9,13 <b>moment (3)</b>
<b>K</b> <b>Kathy (1)</b> 12:4 <b>keep (5)</b> 15:13;16:20;22:17, 19;25:8 <b>Kelly (1)</b> 36:25 <b>key (1)</b> 39:14 <b>kind (2)</b> 38:14;44:2 <b>knew (2)</b> 42:16;44:4 <b>Knighthood (2)</b> 21:8,20 <b>knock (1)</b> 27:24 <b>known (1)</b> 42:9 <b>knows (3)</b> 44:23;47:4,11 <b>KRAMER (2)</b> 10:2;37:3	<b>L</b> <b>labor-relations (1)</b> 16:22 <b>landlord (2)</b> 29:8,9			

<p>24:15;28:14;35:23  <b>momentum (1)</b>                  22:12  <b>money (1)</b>                  17:12  <b>Monroe (1)</b>                  10:12  <b>monthly (5)</b>                  30:9;36:1,16,18,19  <b>more (10)</b>                  23:25;24:23;27:24;                  29:16;31:3;33:22;                  45:5,6;49:25;50:14  <b>morning (44)</b>                  12:5,6,7,10,12,13,                  21,22,23,25;13:1,5,6,                  9,10,14,15,17,18,21,                  22,25;14:1,2,4,7,8,13,                  14,17,19,22,23,25;                  15:1,3,4,7,8,10,11,16;                  31:20;39:2  <b>MOSLE (1)</b>                  6:19  <b>most (2)</b>                  25:11;45:1  <b>mostly (1)</b>                  47:10  <b>motion (9)</b>                  15:24;17:14;19:12;                  21:6;22:6,16;41:21;                  43:6,11  <b>motions (4)</b>                  15:20;18:21;19:12;                  43:4  <b>moved (1)</b>                  43:1  <b>moving (2)</b>                  22:17;39:19  <b>Mrs (3)</b>                  24:17;26:20;35:1  <b>much (6)</b>                  26:23;40:9,13,14;                  45:6;50:13  <b>multitude (1)</b>                  45:16  <b>must (2)</b>                  47:12,12  <b>mute (1)</b>                  15:13</p>	<p>15:21  <b>necessary (3)</b>                  20:10;33:2;40:2  <b>need (5)</b>                  17:19;21:14,21;                  37:5;43:8  <b>needed (1)</b>                  42:21  <b>needs (1)</b>                  42:17  <b>negotiating (1)</b>                  36:3  <b>negotiation (1)</b>                  36:9  <b>neither (2)</b>                  46:25;48:16  <b>network (1)</b>                  29:19  <b>Nevertheless (1)</b>                  49:21  <b>New (12)</b>                  6:22;10:5,22;11:7;                  17:6,9;18:25;19:5;                  21:19;46:17,18,24  <b>newly (1)</b>                  18:19  <b>news (2)</b>                  22:21;23:2  <b>Next (15)</b>                  16:21;17:4;28:2,6;                  30:20;31:1,6,11;                  33:12;35:20;36:25;                  37:3,9,15,18  <b>non-Bryan (1)</b>                  29:2  <b>nondebtor (1)</b>                  40:12  <b>nondebtors (5)</b>                  40:17,18;42:8;                  43:3;46:22  <b>none (3)</b>                  45:3;48:18;52:5  <b>nor (1)</b>                  48:17  <b>Norfolk (1)</b>                  16:1  <b>normally (2)</b>                  26:2;47:11  <b>North (2)</b>                  9:21;15:25  <b>notice (1)</b>                  47:6  <b>noticed (1)</b>                  39:14  <b>Nottingham (1)</b>                  9:4  <b>Notwithstanding (1)</b>                  39:17  <b>November (4)</b>                  16:3;18:12;22:13;                  42:3  <b>number (8)</b>                  15:20;26:15,15;</p>	<p>27:25;35:19;39:7;                  47:6;48:13  <b>numbers (2)</b>                  24:11;38:3  <b>NY (4)</b>                  6:22;10:5,22;11:7</p>	<p style="text-align: center;"><b>O</b></p>	<p><b>objected (1)</b>                  16:12  <b>objection (29)</b>                  15:22,24,25;16:2,3,                  5,6,8,15,18;19:4;                  38:25;39:1,5,7,10,20;                  41:8,17;43:17;48:14,                  16,18,19,21;49:5,10;                  50:25;51:16  <b>objections (12)</b>                  15:20,23;16:23,24;                  19:6;23:20;45:8;                  48:6,9,10,12;51:14  <b>obtain (1)</b>                  50:4  <b>obviously (4)</b>                  22:7,12,23;29:23  <b>occasionally (2)</b>                  29:7,19  <b>occurred (1)</b>                  44:22  <b>October (1)</b>                  19:7  <b>off (1)</b>                  26:12  <b>Office (9)</b>                  9:11;17:10;23:22;                  24:10;27:3,17;28:24;                  38:2,16  <b>Official (5)</b>                  7:11;10:3,11;                  12:15;15:5  <b>Ogletree (1)</b>                  16:21  <b>omnibus (23)</b>                  15:22,22,24,25;                  16:2,2,5,6,8;17:4;                  20:3;22:18;38:25;                  39:1;41:17;48:5,10,                  11,14,16,18;49:9;                  51:13  <b>once (2)</b>                  20:25;38:1  <b>One (24)</b>                  6:12;19:21,23;                  22:24;23:17,25;24:7,                  14;26:9,25;27:5;                  29:17;33:21;34:8,13;                  35:6,10,10;37:12;                  38:15;43:24;47:23;                  49:8,13  <b>online (1)</b>                  32:7  <b>only (9)</b></p>	<p>27:7;39:14;40:4;                  42:5;43:2;44:10;                  46:5;47:3;50:12  <b>open (1)</b>                  20:2  <b>opening (2)</b>                  48:4;49:21  <b>openly (2)</b>                  43:13,18  <b>opinions (1)</b>                  31:19  <b>opposing (1)</b>                  43:17  <b>opposition (2)</b>                  19:12;45:8  <b>order (13)</b>                  18:16;19:8,9,11;                  23:13,16;24:12;                  44:22;48:7,13,17;                  49:9;51:17  <b>orders (5)</b>                  18:21;19:1,2,5,5  <b>original (1)</b>                  44:24  <b>others (3)</b>                  16:1;17:17;18:1  <b>otherwise (3)</b>                  24:10;26:6;47:2  <b>Out (12)</b>                  7:20;10:20;13:3;                  21:11,22;23:4;27:24,                  25;35:15;41:18;                  42:13;45:5  <b>outcome (1)</b>                  40:18  <b>out-of-pocket (1)</b>                  30:5  <b>out-of-town (1)</b>                  26:4  <b>outset (2)</b>                  42:15;43:19  <b>outside (1)</b>                  25:24  <b>outside-document (1)</b>                  31:8  <b>over (3)</b>                  16:4;18:18;48:1  <b>overlooked (1)</b>                  36:17  <b>overtime (6)</b>                  27:3;31:14;34:4;                  35:11,11,14  <b>overturned (1)</b>                  45:4  <b>own (3)</b>                  29:25;43:3;48:7  <b>owners (1)</b>                  20:16</p>	<p><b>packages (1)</b>                  19:1  <b>page (5)</b>                  15:19;16:4;19:16;                  48:12,13  <b>Palmer (3)</b>                  16:8;41:17,21  <b>paper (2)</b>                  32:20,23  <b>papers (2)</b>                  22:6;39:19  <b>paraphrasing (1)</b>                  43:20  <b>Park (1)</b>                  6:21  <b>parking (4)</b>                  34:16,17,18,19  <b>part (5)</b>                  17:25;18:9;21:6;                  22:18;32:4  <b>particular (2)</b>                  48:19;50:22  <b>parties (11)</b>                  15:23;20:18;22:20;                  23:3,22;24:6;25:11;                  47:2;50:4;52:1,3  <b>Partnership (1)</b>                  23:17  <b>party (1)</b>                  47:15  <b>party's (1)</b>                  39:17  <b>passed (1)</b>                  32:12  <b>patently (1)</b>                  47:22  <b>Patriot (10)</b>                  12:8;14:12;16:11;                  18:20;20:4,9;21:2;                  32:6,13;41:24  <b>Patriot-related (1)</b>                  42:7  <b>Patriot's (2)</b>                  20:10;21:4  <b>paused (1)</b>                  24:14  <b>pay (1)</b>                  17:12  <b>PC (1)</b>                  7:10  <b>Peabody (6)</b>                  7:3;13:16;20:13,                  15,16;21:19  <b>Peabody-Arch (1)</b>                  21:3  <b>peace (1)</b>                  20:18  <b>pending (2)</b>                  44:9;46:24  <b>people (4)</b>                  26:25;35:5,7,12  <b>people's (1)</b>                  38:6</p>
<p style="text-align: center;"><b>N</b></p> <p><b>NA (3)</b>                  7:20;10:20;11:4  <b>NAFTALIS (1)</b>                  10:2  <b>Nalco (3)</b>                  42:8,13;47:18  <b>narrative (1)</b>                  28:17  <b>Nash (1)</b>                  16:22  <b>nature (1)</b></p>	<p><b>notice (1)</b>                  47:6  <b>noticed (1)</b>                  39:14  <b>Nottingham (1)</b>                  9:4  <b>Notwithstanding (1)</b>                  39:17  <b>November (4)</b>                  16:3;18:12;22:13;                  42:3  <b>number (8)</b>                  15:20;26:15,15;</p>	<p><b>online (1)</b>                  32:7  <b>only (9)</b></p>	<p style="text-align: center;"><b>P</b></p> <p><b>paced (1)</b>                  22:16</p>	<p><b>people (4)</b>                  26:25;35:5,7,12  <b>people's (1)</b>                  38:6</p>		

<p><b>performing (1)</b> 33:3</p> <p><b>perhaps (3)</b> 17:18;36:14;43:22</p> <p><b>period (1)</b> 25:25</p> <p><b>permissible (1)</b> 48:15</p> <p><b>permission (1)</b> 48:9</p> <p><b>permitted (1)</b> 49:9</p> <p><b>person (8)</b> 34:8,8,12,13,15; 35:6,10,37:5</p> <p><b>personnel (1)</b> 29:2</p> <p><b>PETERSON (9)</b> 9:24;15:9,10; 31:20,21,23;32:3; 33:7,10</p> <p><b>petition (7)</b> 41:23;42:4,15,23, 24;45:25;46:16</p> <p><b>Petry (17)</b> 9:3;14:3;39:6; 40:9;41:25;42:5,6,7, 8,10,13;43:16;45:7; 46:22;47:17;49:16, 19</p> <p><b>ph (1)</b> 39:19</p> <p><b>philosophy (1)</b> 26:22</p> <p><b>phone (7)</b> 13:3,12;15:12,13; 19:24;24:4;52:3</p> <p><b>piece (1)</b> 22:22</p> <p><b>pillar (1)</b> 21:15</p> <p><b>Piper (1)</b> 35:22</p> <p><b>place (2)</b> 20:11;46:11</p> <p><b>plaintiffs (5)</b> 16:9;39:8,9;40:9; 47:17</p> <p><b>plan (1)</b> 17:17</p> <p><b>Plaza (2)</b> 6:12;7:21</p> <p><b>pleadings (1)</b> 18:21</p> <p><b>Please (6)</b> 12:2,5,13;15:13; 51:9,12</p> <p><b>pleases (1)</b> 20:1</p> <p><b>pleasure (1)</b> 20:12</p> <p><b>plug (1)</b> 38:3</p>	<p><b>podium (1)</b> 41:11</p> <p><b>point (5)</b> 17:16;41:18;45:6, 12,21</p> <p><b>points (3)</b> 39:14,22;48:22</p> <p><b>poking (1)</b> 29:4</p> <p><b>Polk (5)</b> 19:21;28:21;29:3, 14;31:6</p> <p><b>portions (1)</b> 43:17</p> <p><b>position (1)</b> 21:25</p> <p><b>positive (2)</b> 20:4;22:21</p> <p><b>possible (2)</b> 40:18;47:10</p> <p><b>postage (1)</b> 32:22</p> <p><b>prayer (1)</b> 42:23</p> <p><b>precise (1)</b> 24:1</p> <p><b>preclusion (1)</b> 39:24</p> <p><b>preclusive (2)</b> 39:16,18</p> <p><b>precursors (1)</b> 21:20</p> <p><b>pre-date (1)</b> 36:6</p> <p><b>pre-dated (1)</b> 36:8</p> <p><b>prefer (1)</b> 31:25</p> <p><b>preference (1)</b> 32:2</p> <p><b>preparation (5)</b> 28:21;31:18;32:14, 21,25</p> <p><b>preparatory (1)</b> 20:2</p> <p><b>prepare (1)</b> 51:17</p> <p><b>prepared (1)</b> 31:24</p> <p><b>Pre-Petition (1)</b> 11:5</p> <p><b>presented (1)</b> 51:15</p> <p><b>PRESIDENT (1)</b> 11:17</p> <p><b>presiding (1)</b> 12:4</p> <p><b>prevent (2)</b> 40:21;41:4</p> <p><b>previously (1)</b> 38:7</p> <p><b>principle (2)</b> 44:14;50:19</p>	<p><b>printing (1)</b> 32:22</p> <p><b>prior (1)</b> 41:23</p> <p><b>probably (2)</b> 28:16;37:12</p> <p><b>problem (1)</b> 44:20</p> <p><b>procedural (4)</b> 48:3,5,20;49:4</p> <p><b>procedurally (1)</b> 41:19</p> <p><b>procedure (1)</b> 47:11</p> <p><b>procedures (2)</b> 21:6;48:8</p> <p><b>proceed (1)</b> 41:15</p> <p><b>proceeding (1)</b> 22:15</p> <p><b>proceedings (1)</b> 52:9</p> <p><b>process (1)</b> 17:13</p> <p><b>produce (1)</b> 29:21</p> <p><b>production (1)</b> 25:24</p> <p><b>productive (1)</b> 22:3</p> <p><b>professionals (9)</b> 17:5,11,19,21; 18:10,11;25:6;26:23; 27:5</p> <p><b>projects (1)</b> 29:8</p> <p><b>proper (2)</b> 45:22;48:8</p> <p><b>property (1)</b> 41:2</p> <p><b>proposed (5)</b> 18:16;19:8,8; 24:13;38:3</p> <p><b>protect (3)</b> 40:16,17;49:16</p> <p><b>protects (2)</b> 49:12,13</p> <p><b>provide (3)</b> 29:8;31:25;36:21</p> <p><b>provided (6)</b> 24:11;35:17;36:1, 2,11;37:5</p> <p><b>provides (1)</b> 20:15</p> <p><b>providing (2)</b> 21:1;37:23</p> <p><b>pull (2)</b> 36:16,19</p> <p><b>purchasing (1)</b> 32:11</p> <p><b>purpose (1)</b> 22:18</p> <p><b>purposes (1)</b></p>	<p>47:9</p> <p><b>pursue (1)</b> 47:10</p> <p><b>pursued (1)</b> 24:10</p> <p><b>pursuit (1)</b> 41:2</p> <p><b>put (4)</b> 20:11;29:13,17; 30:9</p> <p><b>putting (2)</b> 23:3;30:12</p> <p style="text-align: center;"><b>Q</b></p> <p><b>Quarrier (1)</b> 6:4</p> <p><b>quickly (1)</b> 27:23</p> <p><b>quite (2)</b> 21:3;22:15</p> <p style="text-align: center;"><b>R</b></p> <p><b>raised (3)</b> 43:23;45:7,8</p> <p><b>raising (1)</b> 21:16</p> <p><b>RANDALL (1)</b> 8:18</p> <p><b>Randy (1)</b> 13:10</p> <p><b>rather (3)</b> 36:9;42:24;43:7</p> <p><b>re (2)</b> 45:8,11</p> <p><b>reach (1)</b> 40:2</p> <p><b>reached (1)</b> 26:5</p> <p><b>read (1)</b> 48:17</p> <p><b>real (1)</b> 27:24</p> <p><b>really (5)</b> 22:21;39:14;40:1; 44:6,9</p> <p><b>reason (1)</b> 49:19</p> <p><b>reasonable (1)</b> 25:8</p> <p><b>reasons (2)</b> 29:1;41:7</p> <p><b>rebuttal (1)</b> 49:3</p> <p><b>receive (1)</b> 19:6</p> <p><b>received (2)</b> 19:7;37:20</p> <p><b>recent (2)</b> 45:5;47:5</p> <p><b>recently (1)</b> 21:7</p>	<p><b>recess (4)</b> 51:6,7,8;52:5</p> <p><b>reconsider (1)</b> 36:22</p> <p><b>record (3)</b> 15:22;38:5;51:10</p> <p><b>reduce (14)</b> 25:25;26:1;28:8,9, 10;34:9,12,15,17,20; 35:1,4,12,16</p> <p><b>reduced (1)</b> 26:7</p> <p><b>reducing (2)</b> 28:11;35:15</p> <p><b>reduction (13)</b> 24:8,22;26:11,24; 27:6,8,18;31:15; 34:20;35:18;37:3,11, 13</p> <p><b>reductions (10)</b> 24:13;25:9,17; 26:5;27:12;28:8; 31:13;33:8,20;34:7</p> <p><b>refer (3)</b> 16:8;45:1;46:13</p> <p><b>reference (1)</b> 44:14</p> <p><b>referred (4)</b> 39:6;42:20;45:17; 48:9</p> <p><b>referring (1)</b> 44:17</p> <p><b>reflected (3)</b> 21:6;22:23,24</p> <p><b>reflective (1)</b> 27:12</p> <p><b>reflects (1)</b> 20:9</p> <p><b>regarding (2)</b> 12:18;37:6</p> <p><b>regular (1)</b> 29:21</p> <p><b>reinstated (1)</b> 43:22</p> <p><b>reject (1)</b> 40:5</p> <p><b>rejected (2)</b> 42:22,24</p> <p><b>related (1)</b> 46:11</p> <p><b>relates (1)</b> 40:9</p> <p><b>relevant (1)</b> 40:11</p> <p><b>relief (6)</b> 21:1,2;44:7,9; 45:25;46:23</p> <p><b>remaining (1)</b> 18:11</p> <p><b>remember (1)</b> 46:15</p> <p><b>remind (2)</b> 15:12;25:3</p>
--	---	--	---	---

rent (2) 29:10,15	37:16	43:11;46:4	46:22	simply (2) 45:9;48:2
rental (1) 37:12	Retirees (2) 10:11;15:6	ruling (3) 25:13;47:12;51:7	seems (1) 40:13	single (1) 39:9
renting (1) 30:2	retrieval (2) 31:8;37:7	rulings (2) 43:12;44:23	seizure (1) 41:1	sits (1) 46:19
reply (5) 27:23;44:13;45:9; 49:19;51:14	return (1) 50:4	run (1) 15:14	selected (1) 22:2	situation (1) 34:13
representatives (1) 22:4	reversal (1) 44:1	<b>S</b>	send (1) 29:14	sixteen (1) 17:14
representing (1) 13:11	reverse (1) 50:8	SAAVEDRA (4) 10:24;13:4;15:2,3	SENIOR (1) 11:17	Smoak (1) 16:22
represents (1) 21:7	reversing (1) 43:25	Salaried (2) 10:11;15:6	sent (3) 31:4,9;37:2	snack (1) 38:10
request (3) 16:15;41:8;51:18	review (9) 25:14,16;28:3,7; 30:15;33:7;37:24; 38:2;40:5	salaried- (1) 37:15	separate (1) 35:25	snacks (2) 38:15,19
requested (15) 16:13;24:8;25:14; 26:6;28:5,22;30:22, 25;31:2;32:20;33:14, 17;37:14,17,19	reviewed (4) 16:23;19:10;25:2; 51:13	same (10) 26:16;34:8,10,14, 16,19;35:8;37:4,4; 39:21	separately (1) 29:9	snoop (1) 38:6
requesting (3) 25:12,12,25	reviewing (2) 37:8,21	sanction (2) 43:7,9	service (3) 26:4,4;32:7	soda (1) 38:10
requests (5) 25:15;32:20,22; 52:1,4	revised (1) 38:3	sarcastically (1) 44:2	Services (7) 8:3;13:7;31:18; 32:15,21,24;33:2	sometimes (2) 50:14,15
require (1) 39:24	RICE (3) 6:2;17:21;28:2	saw (1) 20:7	session (1) 12:3	soon (2) 22:16,24
res (8) 16:13;39:10,23; 40:3;50:11,13,19,24	right (79) 12:7,21;14:1,4,5, 13;15:11,12,15,19; 16:4,17,20;17:1;18:3, 8,17,18;19:10,14,15; 20:6;23:1,5,8,10,11, 15;24:2,16,17,20,21, 22,24;25:1,1,17;27:9, 14,14,15;28:1,2,19; 30:14,14,20;33:6,11, 12,18,24;34:5,6,6; 35:3,20;36:13,24,25; 37:9;38:1,8,22,23; 39:4;41:12;43:21; 50:21;51:3,11,13,18, 21,24,25;52:3,5	saying (1) 19:3	set (2) 44:15;48:12	sooner (1) 25:15
research (2) 25:22,23	rights-offering (1) 21:6	scan (1) 29:18	settled (1) 36:10	sorry (2) 34:12,24
resolve (1) 24:9	rise (2) 12:2;51:9	scanning (2) 28:9;29:20	settlement (5) 20:14,14,19,20,22	sort (2) 21:14;46:9
respect (2) 47:22;48:18	Road (1) 9:4	schedule (1) 42:11	seven (1) 31:4	sorts (1) 28:25
respects (1) 40:14	roam (1) 29:3	scheduled (1) 22:14	seventeenth (2) 38:25;51:13	South (2) 7:12;9:12
respond (1) 23:7	Robins (1) 45:11	SCHERCK (3) 8:18;13:10,11	Seventh (1) 11:6	Southern (4) 16:1;46:16,18,23
response (7) 15:24;16:14,18; 19:4;40:9;43:17; 51:14	Rogoff (1) 14:20	SCHISLER (2) 7:17;12:14	seventy (1) 35:5	space (9) 28:23,25;29:3,7,9, 15,18,25;30:3
responses (3) 15:23;16:2;19:11	Rooker- (2) 47:22,23	Schotz (1) 30:23	several (1) 44:12	speak (1) 30:10
responsibility (1) 28:17	Rooker-Feldman (10) 16:14;39:10;40:1, 3,4;41:19;47:21; 49:24;50:6,13	SCHUCHAT (2) 8:20;13:19	shaped (1) 22:7	SPEAKER (3) 14:22;52:6,8
rest (1) 40:15	room (1) 30:3	scope (4) 44:10;47:3;48:14, 14	sheet (2) 21:5;47:19	speaking (1) 15:13
resubmit (1) 36:15	Rule (2)	seat (1) 51:2	shield (1) 49:11	Special (12) 6:3,11;13:23;14:9, 12;16:22;28:3;33:15; 37:1,18,22;38:16
result (3) 39:18;40:5;41:7		seated (2) 12:5;51:12	show (1) 32:8	Specialty (1) 42:9
retained (1) 17:11		second (6) 19:21;20:19,24; 21:24;39:16;46:17	showing (1) 24:13	specific (3) 23:25;27:11,12
retention (2) 17:5;18:9		Second-Out (3) 8:12;11:5;13:12	side (1) 43:8	specified (1) 48:15
retiree (1)		Section (2) 39:20;50:17	significant (1) 29:15	spend (2) 17:11;27:24
		secured (1) 29:9	similar (2) 32:16;34:13	spent (1) 50:13
		security (1) 29:1	Similarly (1) 34:9	St (8) 6:13;7:6,14,23;8:7, 16,23;9:14
		seek (1)	simplest (1) 30:13	STAHL (2)



10:10;37:15 <b>stairwells (1)</b> 28:25 <b>stand (1)</b> 44:2 <b>standing (1)</b> 49:20 <b>start (7)</b> 12:8;15:19;16:5; 19:16;23:16;41:18; 49:4 <b>State (13)</b> 16:10,12;39:9,22; 40:21;41:6;45:3; 48:23;50:3,16,19,21, 23 <b>state- (2)</b> 40:5;41:22 <b>state-court (7)</b> 42:18;45:4,13; 46:21;47:8,24;50:6 <b>stated (1)</b> 44:14 <b>statement (3)</b> 36:2,16;49:22 <b>statements (2)</b> 36:19,19 <b>STATES (4)</b> 9:10,11;12:2,24 <b>status (1)</b> 12:7 <b>statutes (1)</b> 48:17 <b>stay (33)</b> 40:10,11,12,21,24, 25;41:4,20;44:11,22, 25;45:14,20,21,24; 46:1,6,14,20;47:1,1, 1,3,9,13;48:1;49:11, 12,13,15,20;50:1,10 <b>stayed (4)</b> 42:5,17,22,25 <b>stays (1)</b> 46:7 <b>STEPHEN (1)</b> 10:7 <b>Steptoe (1)</b> 37:18 <b>stewards (1)</b> 25:5 <b>Stewart (1)</b> 16:22 <b>still (5)</b> 22:7;27:10;41:25; 44:9;50:11 <b>stipulations (1)</b> 47:6 <b>stool (1)</b> 21:13 <b>Street (5)</b> 6:4;8:22;9:12,21; 10:12 <b>structure (1)</b>	21:16 <b>subject (4)</b> 21:10;27:7;45:13; 47:24 <b>submit (1)</b> 18:14 <b>submitted (4)</b> 19:8;41:22;42:2,2 <b>substantial (1)</b> 20:16 <b>successful (2)</b> 23:4;36:4 <b>successfully (1)</b> 38:9 <b>sufficient (1)</b> 39:23 <b>sufficiently (1)</b> 40:3 <b>suggest (3)</b> 40:10,24;49:25 <b>suggested (2)</b> 38:7;49:19 <b>suggestion (1)</b> 17:24 <b>Suite (8)</b> 7:5,13,22;8:6,15; 9:13,22;10:13 <b>summary (4)</b> 39:15;41:5;42:1; 43:2 <b>summary-judgment (3)</b> 43:2,4,5 <b>support (2)</b> 31:9;43:16 <b>supporting (1)</b> 17:15 <b>Supreme (2)</b> 40:6;44:8 <b>sure (9)</b> 15:16;19:20;26:8, 12;34:25;35:15; 39:13;43:8,24 <b>Surratt-States (1)</b> 12:4 <b>SUSAN (2)</b> 7:8;13:15 <b>sustain (2)</b> 16:18;51:15 <b>sustained (2)</b> 16:16;41:8 <b>sword (1)</b> 49:12	<b>talking (1)</b> 18:19 <b>tasks (1)</b> 25:4 <b>tax (3)</b> 31:12;33:18;40:7 <b>teaches (1)</b> 49:23 <b>team (2)</b> 28:21;38:13 <b>TEASDALE (2)</b> 7:2;13:16 <b>telephone (1)</b> 14:5 <b>TELEPHONICALLY (8)</b> 6:7,24;9:24;10:7, 16,24;11:9,14 <b>temporary (1)</b> 51:7 <b>tenth (1)</b> 15:23 <b>term (1)</b> 21:5 <b>terms (1)</b> 36:10 <b>Thanks (2)</b> 51:23;52:8 <b>that'll (1)</b> 44:2 <b>therefore (1)</b> 28:11 <b>there're (4)</b> 33:8;35:8;39:14; 48:5 <b>thickly (1)</b> 20:11 <b>third (2)</b> 15:22;21:5 <b>THOMAS (3)</b> 9:2,7;14:2 <b>THOMPSON (3)</b> 6:10;13:23;37:22 <b>thought (2)</b> 20:3;27:3 <b>three (9)</b> 20:9,13,23;21:12; 31:15;39:14,22;42:7; 44:17 <b>throes (1)</b> 42:1 <b>throughout (1)</b> 29:3 <b>thrust (1)</b> 40:13 <b>tired (1)</b> 38:13 <b>today (2)</b> 43:13;51:15 <b>top (2)</b> 21:16;40:1 <b>total (4)</b> 28:12;31:15;34:20; 35:18	<b>towards (2)</b> 22:12,17 <b>transaction (2)</b> 20:24;21:5 <b>transactions (1)</b> 20:23 <b>transcript (1)</b> 43:18 <b>transferred (1)</b> 46:25 <b>transpired (1)</b> 45:20 <b>transportation (5)</b> 25:22;31:3;34:7, 11,14 <b>Traurig (1)</b> 33:15 <b>travel (9)</b> 31:3,7;35:4,6,7,8; 37:2,7,20 <b>travel-agency (1)</b> 26:2 <b>traveling (1)</b> 27:10 <b>treated (1)</b> 30:1 <b>tried (1)</b> 19:24 <b>trigger (1)</b> 39:23 <b>trip (1)</b> 37:11 <b>Trustee (8)</b> 9:11;12:24;24:5,8, 12;26:21;34:3;36:9 <b>Trustee's (4)</b> 17:10;23:22;24:10; 26:11 <b>try (1)</b> 50:4 <b>twelve (4)</b> 16:9;17:15,25; 18:10 <b>twenty (2)</b> 27:2,4 <b>twice (2)</b> 26:17;35:15 <b>two (10)</b> 15:23;16:10;17:20; 20:2;32:23;35:7,8; 37:4,11;46:5 <b>type (1)</b> 48:19 <b>typical (2)</b> 21:10;22:8 <b>typically (1)</b> 26:25	20:15,17 <b>under (10)</b> 20:25;25:8;39:16, 18,20;40:20;47:23; 48:6;49:9;50:5 <b>underlying (1)</b> 44:18 <b>understood (1)</b> 30:10 <b>UNIDENTIFIED (3)</b> 14:22;52:6,8 <b>UNISON (1)</b> 12:6 <b>United (6)</b> 8:21;9:10,11;12:2, 24;13:19 <b>Unless (3)</b> 41:10;51:1;52:1 <b>Unsecured (2)</b> 7:11;12:15 <b>up (11)</b> 17:8,8,13,17,22; 23:11;26:22;27:1; 32:8;35:19;38:20 <b>update (1)</b> 20:4 <b>USC (1)</b> 39:20 <b>use (3)</b> 21:13;29:7,19 <b>using (1)</b> 32:7 <b>utterly (1)</b> 20:8
<b>V</b>				
<b>various (4)</b> 22:23;24:5;41:3; 43:12 <b>Ventures (1)</b> 18:20 <b>verification (1)</b> 32:17 <b>verifications (1)</b> 32:12 <b>verified (2)</b> 32:4,7 <b>Veritas (1)</b> 17:22 <b>VICE (1)</b> 11:17 <b>victory (1)</b> 38:12 <b>VIDAL (2)</b> 11:17;12:20 <b>Vierkant (2)</b> 45:9,11 <b>violated (3)</b> 45:14;49:21,22 <b>violates (1)</b> 46:3 <b>violation (6)</b>				

45:20,21,23;46:6, 10:47:25 <b>violations (2)</b> 46:7,20 <b>Virginia (7)</b> 16:10;39:9,16,18; 44:8;47:8;49:7 <b>void (6)</b> 46:3,7,10,10,11,20 <b>voidable (1)</b> 46:6 <b>voluminous (1)</b> 39:13 <b>voluntary (2)</b> 24:8;26:24	11:3;13:13 <b>wired (1)</b> 29:18 <b>wish (1)</b> 48:22 <b>withdraw (1)</b> 17:20 <b>withdrawn (1)</b> 43:3 <b>within (1)</b> 31:4 <b>without (1)</b> 17:11 <b>wonderful (1)</b> 30:11 <b>word (1)</b> 19:7 <b>words (1)</b> 45:25 <b>work (7)</b> 17:14,20;22:3,9; 23:2;27:23;28:21 <b>Workers (2)</b> 8:21;13:20 <b>working (5)</b> 20:5;24:5;27:2,3,4 <b>works (1)</b> 50:20 <b>write (1)</b> 26:12 <b>write-off (1)</b> 26:14 <b>written (3)</b> 16:18,23;19:11 <b>wrong (1)</b> 50:22 <b>WV (2)</b> 6:5;9:5	10:5 <b>101 (1)</b> 6:21 <b>10153 (1)</b> 10:22 <b>10178 (1)</b> 6:22 <b>10th (1)</b> 9:12 <b>11 (5)</b> 20:11;21:4,11,15, 18 <b>11:22 (1)</b> 51:8 <b>11:49 (2)</b> 51:8;52:9 <b>111 (1)</b> 9:12 <b>1113-1114 (2)</b> 28:11,22 <b>1177 (1)</b> 10:4 <b>11th (1)</b> 38:20 <b>12 (1)</b> 29:22 <b>120 (1)</b> 7:12 <b>1200 (1)</b> 10:13 <b>1221 (1)</b> 8:22 <b>124 (1)</b> 34:12 <b>1432 (1)</b> 9:4 <b>1522 (1)</b> 16:5 <b>15th (1)</b> 19:7 <b>1738 (2)</b> 39:20;50:17 <b>17th (1)</b> 22:14 <b>1800 (2)</b> 7:5,13 <b>190 (1)</b> 7:21 <b>19th (2)</b> 16:3;18:12	28:23 <b>250 (3)</b> 21:7,9;29:22 <b>25301 (1)</b> 6:5 <b>25314 (1)</b> 9:5 <b>26 (1)</b> 43:18 <b>28 (1)</b> 39:20 <b>2800 (1)</b> 9:22	<b>63105 (5)</b> 7:6,14,23;8:7,16
<b>W</b>	<b>Y</b>		<b>3</b>	<b>7</b>
<b>waiting (1)</b> 23:6 <b>WALSH (36)</b> 12:10,10;15:15,18; 16:7,24;17:3,7;18:4, 6,13,16;19:15,18; 23:11,13,19;28:13, 16,20;29:12;30:14, 18;38:7,17,19;39:3,5; 41:13,14;49:2,3;51:4, 5,18,20 <b>war (1)</b> 30:3 <b>WARFIELD (4)</b> 6:15;13:22,22; 37:25 <b>way (5)</b> 29:17;30:13;49:17, 18;50:6 <b>week (1)</b> 19:9 <b>weeks (2)</b> 20:9;42:23 <b>WEIL (2)</b> 10:19;13:4 <b>weren't (1)</b> 48:4 <b>WERNER (2)</b> 8:20;13:19 <b>West (7)</b> 10:12;16:9;39:9, 16;44:8;47:8;49:7 <b>what's (2)</b> 39:6;45:6 <b>whatsoever (1)</b> 17:19 <b>Whereupon (1)</b> 52:9 <b>who's (7)</b> 28:6;30:23;31:11; 33:12,15,18;37:22 <b>WILLARD (6)</b> 7:16;12:13,14; 34:24;35:2,13 <b>WILLKIE (2)</b>	<b>years (1)</b> 45:10 <b>yesterday (1)</b> 17:17 <b>yield (1)</b> 41:11 <b>York (7)</b> 6:22;10:5,22;11:7; 46:17,18,24 <b>Young (7)</b> 9:20;15:9;17:22; 31:11,21;32:4;33:1 <b>Young's (2)</b> 32:9,20	<b>2</b>	<b>3 (3)</b> 16:4;48:12,13 <b>3014 (1)</b> 38:25 <b>3021 (1)</b> 48:13 <b>321 (1)</b> 9:21	<b>800 (1)</b> 21:22
	<b>1</b>		<b>4</b>	<b>9</b>
	<b>1 (2)</b> 15:19;19:16 <b>10019 (1)</b> 11:7 <b>10036 (1)</b>	<b>2,000 (1)</b> 33:20 <b>2,500 (1)</b> 34:4 <b>2012 (8)</b> 25:21;34:23;41:24, 25;42:3,4,23;46:1 <b>2013 (1)</b> 43:18 <b>24/7 (1)</b>	<b>4,000 (2)</b> 24:23;26:14 <b>4,148 (1)</b> 24:24 <b>4670 (1)</b> 39:7	<b>900-odd (2)</b> 26:15,15 <b>914 (1)</b> 16:1 <b>9th (5)</b> 41:24,25;42:3,4; 46:1
			<b>5</b>	
			<b>6</b>	
			<b>5,000 (1)</b> 35:23 <b>500 (3)</b> 8:6,15;21:23 <b>55 (1)</b> 10:12 <b>59 (1)</b> 43:11	
			<b>6.353 (1)</b> 9:13 <b>60 (1)</b> 43:11 <b>600 (2)</b> 6:4;7:22 <b>60603 (1)</b> 10:14 <b>60654 (1)</b> 9:23 <b>63101 (1)</b> 6:13 <b>63102 (1)</b> 9:14 <b>63103 (1)</b> 8:23	