

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

Case No. 12-51502

- - - - -x

In the Matter of:

PATRIOT COAL CORPORATION, et al.,

Reorganized Debtors.

- - - - -x

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

June 24, 2014
10:16 AM

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

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

Thirty-Third Omnibus Objection to Claims 959 and others (Books and Records) Filed by Debtor (5465)

Thirty-Third Omnibus Objection to Claims 3715 and others (Monsanto Plaintiffs Claims) Filed by Debtor (5514)

Objection to Claim of Jason Blankenship, Individually and on behalf of other claimants for \$.01 Filed by Debtor (5518)

Motion to Expedite Hearing Filed by Debtor (5534)

Motion to Compel Enforcement of Settlement Agreement (Cathy Wright) by Debtor (5533)

Objection to Claim 779 of Cathy Wright, Administratrix, Estate of Nina Wright for \$548,380.00 by Debtor (5467)

Transcribed by: Clara Rubin
eScribers, LLC
700 West 192nd Street, Suite #607
New York, NY 10040
(973)406-2250
operations@escribers.net

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

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

BRYAN CAVE LLP

Attorneys for Reorganized Debtors

One Metropolitan Square

211 North Broadway

Suite 3600

St. Louis, MO 63102

BY: BRIAN C. WALSH, ESQ.

LAURA UBERTI HUGHES, ESQ.

ROBINSON & MCELWEE PPLC

Attorneys for Reorganized Debtors

700 Virginia Street East

Suite 400

Charleston, WV 25301

BY: JOSEPH S. BEESON, 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

BAILEY & GLASSER LLP

Attorneys for Jason Blankenship

209 Capitol Street

Charleston, WV 25301

BY: JONATHAN R. MARSHALL, ESQ. (TELEPHONICALLY)

WEITZ & LUXENBERG, P.C.

Attorneys for Cathy Wright, Administratrix of Estate of

Nina Wright

700 Broadway

New York, NY 10003

BY: WILLIAM WALSH, 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

P R O C E E D I N G S

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

THE COURT: Good morning. Please be seated.

All right, this is in the Patriot Coal matter. Let me get appearances first on the record, in the courtroom, please.

MR. B. WALSH: Good morning, Your Honor. Brian Walsh and Laura Hughes from Bryan Cave, for the reorganized debtors. Also here at counsel table with us is Thea Hromadka, who will soon be beginning her third year at the Washington University Law School.

THE COURT: All right. Good morning.

All right, and then on the phone we have Mr. Beeson?

MR. BEESON: Yes, Your Honor.

THE COURT: All right. Good morning.

And Mr. --

MR. BEESON: Good morning to you.

THE COURT: All right. And then we have Mr. William Walsh on behalf of Cathy Wright?

MR. W. WALSH: Correct, Your Honor. Good morning.

THE COURT: Good morning. And Jonathan Marshall on behalf of Jason Blankenship?

MR. MARSHALL: Yes, Your Honor. Good morning.

THE COURT: Good morning.

1 All right, then, Mr. Walsh, should we take the matters
2 up as they appear on the docket?

3 MR. B. WALSH: Certainly, Your Honor.

4 THE COURT: All right, so first is the thirty-third
5 omnibus objection to claim 595 and others.

6 MR. B. WALSH: Yes, Your Honor. We happen to number
7 two different objections as the thirty-third, but the one
8 you're referring to, I believe, is one of Rudd Equipment. And
9 we have -- since the submission of the agenda, we have settled
10 that one and submitted a proposed order.

11 THE COURT: All right, then we'll get that order
12 entered and we'll mark that as settled. Thank you.

13 All right, then we have the second thirty-third
14 omnibus objection to claim 3715 and others, the Monsanto
15 plaintiffs' claims?

16 MR. B. WALSH: That's correct, Your Honor. Our firm
17 hasn't been handling that, but I can certainly announce the
18 status. The Monsanto plaintiffs holding those claims have
19 withdrawn the claims.

20 THE COURT: Okay.

21 MR. B. WALSH: And therefore that objection is
22 withdrawn as moot.

23 THE COURT: All right, then that will be withdrawn,
24 then, as moot.

25 All right, then next is the objection to claim of

1 Jason Blankenship individually on behalf of other claimants?

2 MR. B. WALSH: That's correct, Your Honor. Your
3 Honor, this objection involves a claim that's filed on behalf
4 of a putative class. I'm pleased to announce that we have a
5 settlement in principle. We have a few details to work out,
6 but we expect to have a stipulation for Your Honor finalized
7 soon. The general contours of the settlement are that the
8 claim will be withdrawn, but that will be without prejudice to
9 further proceedings to seek approval of a classwide settlement
10 in the state court where this matter was pending pre-petition.

11 The settlement consideration, we expect, will be
12 nominally stated in a larger amount, but it will be treated as
13 a general unsecured claim, so the actual payment will be a
14 lesser amount that will parallel the treatment that general
15 unsecured claims would receive under the plan. So the
16 discharge would have its effect except, of course, that there
17 will need to be proceedings in state court and the discharge
18 will not bar those. So there'll be a motion to approve
19 settlement. There'll be some noticing that'll be accomplished
20 as you would in any class-action settlement in West Virginia
21 State Court, and Brody, the reorganized debtor, will be repaid
22 some relatively modest amount of administrative cost to make
23 that happen; that number needs to be agreed upon, but we expect
24 that we'll be able to do that shortly and have something to
25 submit to Your Honor.

1 THE COURT: All right.

2 And, Mr. Marshall, that is your understanding as well?

3 MR. MARSHALL: Yeah. We just have a few terms to work
4 out, but I assume those will be worked out in pretty short
5 order.

6 THE COURT: All right, then I'll mark the matter
7 settled, then, and we'll look for an order on that matter,
8 then.

9 MR. B. WALSH: Very good, Your Honor. Thank you.

10 THE COURT: Thank you. All right, then next is the
11 motion to expedite hearing, filed by the debtors; a motion to
12 compel enforcement of settlement with Cathy Wright; and the
13 objection to claim 779 of Cathy Wright.

14 Let me ask first, Mr. William Walsh, is there any
15 objection to the motion to expedite the hearing that was filed
16 by the debtor?

17 MR. W. WALSH: Absent the Court wishing live testimony
18 on this, as noted in the response, which Your Honor may have
19 seen, there's no objection.

20 THE COURT: All right, then I'll grant the motion to
21 expedite the hearing.

22 All right, then, Mr. Walsh, that brings us to the
23 motion to compel enforcement of the settlement.

24 MR. B. WALSH: Thank you, Your Honor. As Your Honor
25 will remember, at our last hearing we had a discussion about

1 the underlying objection to the claim of Ms. Wright, and
2 Mr. William Walsh requested additional time, which we granted.
3 There was a response filed on June 6th at number 5524 on the
4 docket, a substantive response, and following the filing of
5 that response, Mr. Beeson, who's on the line today, who
6 represents Eastern Associated, the reorganized debtor in the
7 underlying litigation, contacted Kevin Thompson, one of the
8 lawyers for Ms. Wright in the underlying litigation.
9 Mr. Beeson, on behalf of Eastern, offered to settle for a
10 general unsecured claim of 17,500 dollars.

11 The present dispute arises because Mr. William Walsh
12 contends, because he filed the proof of claim and the response,
13 only he had authority to engage in settlement discussions on
14 behalf of Ms. Wright. Your Honor, I'm not aware of any
15 authority for that proposition, and certainly there's been none
16 cited in response. This of course is not an issue where
17 Patriot or Eastern contacted Ms. Wright herself, who is
18 represented by counsel; that is a different sort of issue. But
19 if she has three lawyers, I'm aware of no reason why the
20 opposing counsel cannot contact one of the lawyers to engage in
21 settlement discussions. Similarly, for example, if Mr. William
22 Walsh wished to discuss our objection, he is free to call Kevin
23 Coco of Davis Polk, even though Mr. Coco's name does not appear
24 on our pleading, and Mr. Coco can talk to him, or he can tell
25 him to call Marshall Huebner or call Brian Walsh or call Laura

1 Hughes, or whatever he wishes to do.

2 I will note, Your Honor, that the 17,500-dollar
3 general unsecured claim is consistent with other settlements
4 that were reached by similarly situated claimants, and it was
5 identical to a settlement proposal that Eastern made to
6 Ms. Wright months ago when counsel were unable to contact
7 Ms. Wright, which was the reason for our discussion at the last
8 hearing, Your Honor.

9 Mr. William Walsh argues that there was no meeting of
10 the minds, that Mr. Thompson thought evidently that the offer
11 was for 17,500 dollars in cash, not in an unsecured claim.
12 But, Your Honor, the simplest way to figure out what parties
13 intended is to look at the agreement that they negotiated and
14 actually signed in this case. It's quite clear it reduces the
15 general unsecured claim that was asserted in the amount of
16 548,000 dollars in change, to a general unsecured claim for
17 17,500 dollars.

18 It's also useful, Your Honor, to look at the
19 settlements that were negotiated by the other claimants
20 represented by the same three counsel: one is for 12,500
21 dollars; one is for 20,000 dollars; another is for 12,500
22 dollars again; one is for 2,500 dollars; another is 17,500
23 dollars; and the sixth is 20,000 dollars. And those are all
24 general unsecured claims. Those are not cash claims. Those
25 are general unsecured claims discounted under the plan.

1 Your Honor, I'd submit that it's not remotely
2 plausible that lawyers who negotiated six similar agreements
3 several months ago suddenly became confused and thought that
4 Ms. Wright's claim was really worth thirty or forty times as
5 much as the others, which is roughly the effect you would get
6 if you were to treat it as a cash payment rather than a general
7 unsecured claim.

8 The settlement was agreed upon between counsel.
9 Mr. Beeson sent the settlement agreement to Mr. Thompson's
10 office; it was sent on to Ms. Wright, who executed it. And
11 those documents are Exhibits B and C to our motion to enforce.
12 Mr. Beeson's available by phone, Your Honor, to confirm these
13 details to the extent that's necessary, and noted the Chaganti
14 case from the Eighth Circuit. We submit that there is no
15 evidentiary hearing necessary when the question of settlement
16 or no settlement turns on communications between counsel.

17 We'd suggest that's the end of the matter. Settlement
18 was negotiated by counsel. There are situations where
19 settlements negotiated by counsel can lead to tricky questions
20 about actual authority, apparent authority and that sort of
21 thing, but here the settlement agreement was signed by the
22 client, the principal, and there is, and should be, no question
23 about authority.

24 Your Honor, we'd request that the motion to enforce be
25 granted and, if it is, we would be happy to withdraw the

1 substantive objection to the claim, or Your Honor could
2 overrule it as moot.

3 THE COURT: All right, thank you.

4 All right, Mr. William Walsh?

5 MR. W. WALSH: Your Honor -- and I'll handle this
6 actually in reverse order -- first as to the meeting of the
7 minds, that simply did not take place here. If you look at the
8 document that Ms. Walsh was referring to in the settlement
9 document that's in there, what you have is actually an old form
10 that they -- that Patriot utilized prior to the emergence from
11 bankruptcy. All the settlements that Ms. Walsh referenced are
12 settlements that were done prior to Patriot's emergence from
13 bankruptcy, prior to what the multiplier was to a settlement
14 number.

15 Uniquely, in this conversation, the conversation that
16 happened here, there was an offer to settle for 17,500 dollars,
17 without any clarification whatsoever to what that multiplier
18 was. And I will represent that Mr. Thompson did not know what
19 that multiplier was. If, Your Honor, I spoke to you to settle
20 a debt and said I was going to settle it for \$17,500 and the
21 next day gave you a check for \$96.59, which is the impact of
22 this, you would not believe that we had agreed to the same
23 bargain; you would not believe that I was paying you what I had
24 agreed to pay you. If on top of that, as is the case here, you
25 learned that at the entire time that I was negotiating with

1 you, I knew what the multiplier was, I knew what I would
2 actually end up paying you despite offering you 17,500 dollars
3 and that I knew that it was 96 dollars and never disclosed that
4 in the conversation, it's not a matter of you would believe
5 that you're not getting your bargain. You would believe that
6 you were defrauded. And that's in essence what happened here.

7 There was no meeting of the minds because there was
8 simply no understanding and no specification on what the amount
9 that was going to be paid was (sic) disclosed. And as that
10 information was entirely within the possession of Patriot,
11 Patriot had the opportunity, and failed to take advantage of
12 that opportunity, in disclosing that and offering the
13 settlement for 17,500 dollars. There would be a net payment of
14 96 dollars. So there was no meeting of the minds.

15 Equally, there is no -- there was no negotiation with
16 counsel here. As attached to our response papers, the proof of
17 claim was filed in Weitz & Luxenberg; we put in the proof of
18 claim. I appeared before the Court at the last conference. I
19 filed the response. Both counsel in West Virginia and
20 Mr. Walsh were fully aware of who was handling this matter. It
21 is not a matter of you can go to the representation in a
22 different underlying matter and just sit there and say, well, I
23 spoke to her attorney. If it isn't someone who was perhaps a
24 divorce attorney who for some reason had a claim in here -- you
25 would not go to the underlying divorce attorney; you'd go to

1 the attorney that handled and provided the papers and made the
2 submissions to the Court.

3 It is difficult to understand why, given the extent of
4 involvement in the case -- in this matter, the only involvement
5 for any counsel on behalf of Ms. Wright in this case, why
6 counsel decided not to contact me but instead went to
7 Mr. Thompson. It becomes equal -- even further difficult to
8 understand, when you look at, as attached to our response
9 papers, the prior communications that Mr. Beeson had with
10 Mr. Thompson in connection with the other settlement, in which
11 I was CC'd because I had filed proof of claims in those matters
12 as well and was fully aware of the negotiations and
13 conversations that were ongoing, and was in a position to agree
14 or disagree with those settlements at a point where Patriot was
15 still in bankruptcy and had not emerged. Unlike those
16 instances, Mr. Beeson did not include me in any of his
17 communications with Mr. Thompson, and that really has a feel of
18 an end run done in order to avoid dealing with counsel of
19 record for Ms. Wright in this case.

20 Accordingly, I would argue that Patriot not only
21 failed to have a meeting of the minds but also failed to
22 communicate with counsel of record in this case, the only
23 counsel of record, as to the Wright proof of claim, and
24 therefore the Court should deny the application for enforcing
25 the settlement.

1 THE COURT: All right, thank you.

2 Mr. Brian Walsh, anything else, briefly?

3 MR. B. WALSH: I will, briefly, Your Honor. On the
4 question of disclosing what the multiplier is, Your Honor, as I
5 stand here today I don't know what it is. This is a pot plan.
6 The amount that each creditor will recover depends on the
7 amount of every other creditor's claim. The settlement
8 discussions were had on the basis of general unsecured claims,
9 just as the others were, because there is no definitive number
10 about what this claim will be worth. We're getting close.
11 There's no question we're getting close. But I don't know what
12 it is, and I haven't asked what it is, and I'm not sure anybody
13 could tell me exactly what it is.

14 I have to quarrel with the suggestion that parties
15 can't have a meeting of the minds unless they know exactly what
16 they are going to get. Settlement agreements are executed all
17 the time that involve taking further risk and further
18 contingencies that may occur after a settlement is executed.
19 One party gets something; who knows exactly what it's worth?
20 Might trade real estate under a settlement agreement, and real
21 estate can be worth something very different the day after the
22 agreement is executed.

23 Finally, I of course wasn't a party to the discussions
24 between Mr. Beeson and Mr. Thompson; neither was Mr. William
25 Walsh. So to argue about what Mr. Thompson understood is a

1 little bit academic, Your Honor. If necessary, I'm sure
2 Mr. Beeson can explain what was said and what he understood was
3 understood, if we need to go in that direction, Your Honor.
4 Thank you.

5 THE COURT: All right, thank you.

6 And I'm sorry; Mr. Beeson, did you have anything to
7 add?

8 MR. BEESON: Well, Your Honor, I might add, just so
9 the record will be complete, that I began negotiating the
10 settlement with Mrs. Wright through Kevin Thompson. At the
11 same time, I began negotiating the settlements for the other
12 six claimants in this litigation, over a year ago; at the time
13 I did that, I had a conversation by telephone with Mr. Thompson
14 in which we went over in detail the nature of the settlement
15 and the fact that it would result in a general unsecured claim
16 and that the amount of money that ultimately was paid would not
17 be the amount of the settlement. I also had that very same
18 telephone conversation with Mr. William Walsh on June the 14th
19 of 2014; I followed that up with an e-mail in which I set out
20 those terms. So there cannot be any question that both
21 Mr. Walsh and Mr. Thompson understood clearly how the
22 settlement worked.

23 So I -- and I continued to negotiate with Mr. Thompson
24 throughout the settlement of the other six cases and up until
25 the time when he told me that he couldn't find his client,

1 Mrs. Wright. And then I went back to him; him because he is
2 the only one I negotiated with after I had the conversation
3 with Mr. Walsh on June 14th, 2014. I went back to Mr. Thompson
4 because he is the person who had been negotiating the case and
5 offered to settle it on the same terms that we had discussed
6 over a year ago and through the succeeding months.

7 I could probably provide more detail but I'm not that
8 sure it would do the Court any good, so I'll stop there.

9 THE COURT: All right, thank you, Mr. Beeson.

10 All right --

11 MR. W. WALSH: Your Honor, if I may?

12 THE COURT: You may.

13 MR. W. WALSH: This is William Walsh.

14 THE COURT: Yes, Mr. Walsh; I was about to call on you
15 to see if you had anything in response to Mr. Beeson's
16 comments.

17 MR. W. WALSH: I do, and I have to take substantial
18 exception with Mr. Beeson's representation. He's just stated
19 twice that on June 14th he contacted me. And June 14th was a
20 Saturday; I suspect I would remember a phone call from him. I
21 will categorically state that I have not had a conversation
22 with Mr. Beeson on this matter on Cathy Wright in the year
23 2014, let alone nine days ago, and that his representation to
24 the Court that he discussed this issue with me and that he
25 provided that information to me is categorically in error; it's

1 simply incorrect.

2 As far as Mr. Walsh's discussion as to the
3 representations and the multiplier amount, Mr. Walsh, in his
4 opening argument, discussed that there was a continuity in
5 conversation -- or continuity in the amount between this
6 settlement and other settlements pre the emergence from
7 bankruptcy. To the extent that that provides a parallel, the
8 multiplier in that is .005525. And to the extent that this is
9 anywhere close, that information should have been provided, and
10 failure to do so does defeat a meeting of the minds.

11 MR. W. WALSH: Your Honor --

12 MR. BEESON: Your Honor, this is Joe Beeson. I need
13 to correct -- if I said June 14th, 2014, I'm mistaken. I meant
14 June 14, 2013. And I did not call Mr. Walsh; he called me.

15 THE COURT: All right, thank you for clearing that up.

16 All right. All right, gentlemen, based on the
17 arguments in the pleadings that have been filed, I find it
18 rather difficult to find that there was no meeting of the
19 minds. I cannot get over the fact that Ms. Wright has signed
20 this agreement herself personally, certainly after, we would
21 believe, speaking with her counsel and that Mr. Thompson is
22 co-counsel for Ms. Wright in this matter. So I can't find that
23 there was somehow something inappropriate in discussions being
24 had with Mr. Thompson as well as co-counsel for Ms. Wright in
25 this particular matter. So I will grant the motion and compel

1 enforcement of the settlement.

2 Then, Mr. Walsh, I think the claim objection, then,
3 would be denied as withdrawn?

4 MR. B. WALSH: I believe it would be moot, Your Honor.
5 And if you would like, we'd be happy to submit a proposed order
6 that deals with both at the same time.

7 THE COURT: All right. That would be good.

8 All right, then, Mr. William Walsh, any other
9 requests, then, this morning?

10 MR. W. WALSH: No, Your Honor. I appreciate your time
11 and the opportunity to appear in court by telephone.

12 THE COURT: All right, thank you.

13 MR. W. WALSH: Have a good day.

14 THE COURT: All right, you too. Thank you.

15 All right --

16 MR. BEESON: Your Honor, this is Joe Beeson. Is there
17 any reason I need to stay on any longer?

18 THE COURT: No, there is not. Thank you, Mr. Beeson.

19 MR. BEESON: Thank you very much, Your Honor.

20 THE COURT: Um-hum.

21 All right, then, Mr. Walsh, that takes care of
22 everything on the docket. I do know -- what did I do with
23 my -- this is why I shouldn't write things on a Post-it note.

24 We do have the application for entry of the final
25 decree, which I know is on negative notice.

1 MR. B. WALSH: That's correct, Your Honor. I have a
2 note to myself to cover that as a housekeeping matter at the
3 conclusion of today's hearing.

4 THE COURT: All right. And in there I noted that you
5 said that if there were some cases that we were not able to
6 close, they would be pulled out. And so I wanted to check on
7 that. My reading of things would make me think that the main
8 Patriot case couldn't be closed and that Grand Eagle couldn't
9 be closed at this time?

10 MR. B. WALSH: Did you say could not be closed?

11 THE COURT: Could not be closed, uh-huh.

12 MR. B. WALSH: Grand Eagle does -- I'm not sure about
13 Grand Eagle, Your Honor. I think there is a possibility that
14 Patriot Coal Corporation will not be able to be closed. We're
15 still hoping to get a few pieces to fall in line. But I
16 suspect that that one will be pulled out of the --

17 THE COURT: Okay.

18 MR. B. WALSH: -- proposed final decree that we sent
19 Your Honor.

20 THE COURT: All right.

21 MR. B. WALSH: I will have to check on Grand Eagle to
22 see what the issue is there.

23 THE COURT: All right. And then I think none of the
24 matters today affect any other debtors, I guess, that would not
25 be able to have the case closed as to them at that point?

1 MR. B. WALSH: I believe that's right. We're
2 optimistic that we'll be able to get all of the others in line
3 and get a proposed decree over to you on -- Monday morning, I
4 believe, would be the appropriate timing, Your Honor.

5 THE COURT: All right.

6 MR. B. WALSH: And certainly if there are any
7 questions about that, we'd be happy to address them.

8 THE COURT: All right. All right, that was all that I
9 had, then. Are there any other requests, then, this morning on
10 behalf of the reorganized debtors?

11 MR. B. WALSH: No. Thank you, Your Honor.

12 THE COURT: All right, thank you. Then we'll be in
13 recess until Thursday morning.

14 (Whereupon these proceedings were concluded at 10:39 AM)

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

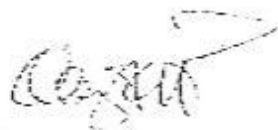
RULINGS

	Page	Line
Debtors' motion to expedite hearing, granted.	8	20
Debtors' motion to compel enforcement of settlement agreement, granted.	18	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

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: June 26, 2014

	6:17;7:4	bargain (2) 12:23;13:5	cases (2) 16:24;20:5	20:8,9,10,11,14,25
§	apparent (1) 11:20	based (1) 18:16	cash (3) 10:11,24;11:6	Coal (2) 5:6;20:14
\$17,500 (1) 12:20	appear (3) 6:2;9:23;19:11	basis (1) 15:8	categorically (2) 17:21,25	Coco (2) 9:23,24
\$96.59 (1) 12:21	appearances (1) 5:7	became (1) 11:3	Cathy (5) 4:11;5:20;8:12,13; 17:22	Coco's (1) 9:23
A	appeared (1) 13:18	becomes (1) 14:7	Cave (1) 5:9	co-counsel (2) 18:22,24
able (5) 7:24;20:5,14,25; 21:2	application (2) 14:24;19:24	Beeson (20) 5:14,15,18;9:5,9; 11:9;14:9,16;15:24; 16:2,6,8;17:9,22; 18:12,12;19:16,16, 18,19	CC'd (1) 14:11	comments (1) 17:16
Absent (1) 8:17	appreciate (1) 19:10	Beeson's (3) 11:12;17:15,18	Certainly (5) 6:3,17;9:15;18:20; 21:6	communicate (1) 14:22
academic (1) 16:1	appropriate (1) 21:4	began (2) 16:9,11	Chaganti (1) 11:13	communications (3) 11:16;14:9,17
accomplished (1) 7:19	approval (1) 7:9	beginning (1) 5:11	change (1) 10:16	compel (3) 8:12,23;18:25
Accordingly (1) 14:20	approve (1) 7:18	behalf (8) 5:20,23;7:1,3;9:9, 14;14:5;21:10	Charleston (1) 4:5	complete (1) 16:9
actual (2) 7:13;11:20	argue (2) 14:20;15:25	bit (1) 16:1	check (3) 12:21;20:6,21	concluded (1) 21:14
actually (4) 10:14;12:6,9;13:2	argues (1) 10:9	Blankenship (3) 4:3;5:23;7:1	Circuit (1) 11:14	conclusion (1) 20:3
add (2) 16:7,8	argument (1) 18:4	Both (3) 13:19;16:20;19:6	cited (1) 9:16	conference (1) 13:18
additional (1) 9:2	arguments (1) 18:17	Brian (3) 5:8;9:25;15:2	claim (25) 6:5,14,25;7:3,8,13; 8:13;9:1,10,12;10:3, 11,15,16;11:4,7; 12:1;13:17,18,24; 14:23;15:7,10; 16:15;19:2	confirm (1) 11:12
address (1) 21:7	arises (1) 9:11	briefly (2) 15:2,3	claimants (4) 7:1;10:4,19;16:12	confused (1) 11:3
administrative (1) 7:22	asserted (1) 10:15	brings (1) 8:22	claims (9) 6:15,18,19;7:15; 10:24,24,25;14:11; 15:8	connection (1) 14:10
Administratrix (1) 4:11	Associated (1) 9:6	Broadway (1) 4:13	clarification (1) 12:17	consideration (1) 7:11
advantage (1) 13:11	assume (1) 8:4	Brody (1) 7:21	class (1) 7:4	consistent (1) 10:3
affect (1) 20:24	attached (2) 13:16;14:8	Bryan (1) 5:9	class-action (1) 7:20	contact (3) 9:20;10:6;14:6
again (1) 10:22	attorney (4) 13:23,24,25;14:1		classwide (1) 7:9	contacted (3) 9:7,17;17:19
agenda (1) 6:9	Attorneys (2) 4:3,11	call (7) 9:22,25,25,25; 17:14,20;18:14	clear (1) 10:14	contends (1) 9:12
ago (5) 10:6;11:3;16:12; 17:6,23	authority (5) 9:13,15;11:20,20, 23	called (1) 18:14	clearing (1) 18:15	contingencies (1) 15:18
agree (1) 14:13	available (1) 11:12	can (7) 6:17;9:24,24; 11:19;13:21;15:21; 16:2	clearly (1) 16:21	continued (1) 16:23
agreed (4) 7:23;11:8;12:22, 24	avoid (1) 14:18	Capitol (1) 4:4	CLERK (1) 5:2	continuity (2) 18:4,5
agreement (6) 10:13;11:9,21; 15:20,22;18:20	aware (4) 9:14,19;13:20; 14:12	care (1) 19:21	client (2) 11:22;16:25	contours (1) 7:7
agreements (2) 11:2;15:16	B	case (10) 10:14;11:14; 12:24;14:4,5,19,22; 17:4;20:8,25	close (4) 15:10,11;18:9; 20:6	conversation (8) 12:15,15;13:4; 16:13,18;17:2,21; 18:5
alone (1) 17:23	back (2) 17:1,3		closed (6)	conversations (1) 14:13
amount (11) 7:12,14,22;10:15; 13:8;15:6,7;16:16, 17;18:3,5	BAILEY (1) 4:2			Corporation (1) 20:14
announce (2)	Bankruptcy (5) 5:2;12:11,13; 14:15;18:7			cost (1) 7:22
	bar (1) 7:18			counsel (17) 5:10;9:18,20;10:6, 20;11:8,16,18,19; 13:16,19;14:5,6,18,

22,23;18:21 course (3) 7:16;9:16;15:23 Court (45) 5:3,5,13,16,19,22, 25;6:4,11,20,23; 7:10,17,21;8:1,6,10, 17,20;12:3;13:18; 14:2,24;15:1;16:5; 17:8,9,12,14,24; 18:15;19:7,11,12,14, 18,20;20:4,11,17,20, 23;21:5,8,12 courtroom (1) 5:7 cover (1) 20:2 creditor (1) 15:6 creditor's (1) 15:7	different (4) 6:7;9:18;13:22; 15:21 difficult (3) 14:3,7;18:18 direction (1) 16:3 disagree (1) 14:14 discharge (2) 7:16,17 disclosed (2) 13:3,9 disclosing (2) 13:12;15:4 discounted (1) 10:25 discuss (1) 9:22 discussed (3) 17:5,24;18:4 discussion (3) 8:25;10:7;18:2 discussions (5) 9:13,21;15:8,23; 18:23 dispute (1) 9:11 District (1) 5:3 divorce (2) 13:24,25 docket (3) 6:2;9:4;19:22 document (2) 12:8,9 documents (1) 11:11 dollars (15) 9:10;10:11,16,17, 21,21,22,22,23,23; 12:16;13:2,3,13,14 done (2) 12:12;14:18	end (3) 11:17;13:2;14:18 enforce (2) 11:11,24 enforcement (3) 8:12,23;19:1 enforcing (1) 14:24 engage (2) 9:13,20 entered (1) 6:12 entire (1) 12:25 entirely (1) 13:10 entry (1) 19:24 equal (1) 14:7 Equally (1) 13:15 Equipment (1) 6:8 error (1) 17:25 ESQ (2) 4:7,16 essence (1) 13:6 Estate (3) 4:11;15:20,21 even (2) 9:23;14:7 evidentiary (1) 11:15 evidently (1) 10:10 exactly (3) 15:13,15,19 example (1) 9:21 except (1) 7:16 exception (1) 17:18 executed (4) 11:10;15:16,18,22 Exhibits (1) 11:11 expect (3) 7:6,11,23 expedite (3) 8:11,15,21 explain (1) 16:2 extent (4) 11:13;14:3;18:7,8	failed (3) 13:11;14:21,21 failure (1) 18:10 fall (1) 20:15 far (1) 18:2 feel (1) 14:17 few (3) 7:5;8:3;20:15 figure (1) 10:12 filed (9) 7:3;8:11,15;9:3, 12:13;17,19;14:11; 18:17 filing (1) 9:4 final (2) 19:24;20:18 finalized (1) 7:6 Finally (1) 15:23 find (4) 16:25;18:17,18,22 firm (1) 6:16 first (4) 5:7;6:4;8:14;12:6 followed (1) 16:19 following (1) 9:4 form (1) 12:9 forty (1) 11:4 free (1) 9:22 fully (2) 13:20;14:12 further (4) 7:9;14:7;15:17,17	Good (13) 5:5,8,13,16,18,21, 22,24,25;8:9;17:8; 19:7,13 Grand (4) 20:8,12,13,21 grant (2) 8:20;18:25 granted (2) 9:2;11:25 guess (1) 20:24
D	E	F	G	H
Davis (1) 9:23 day (3) 12:21;15:21;19:13 days (1) 17:23 dealing (1) 14:18 deals (1) 19:6 debt (1) 12:20 debtor (3) 7:21;8:16;9:6 debtors (4) 5:9;8:11;20:24; 21:10 decided (1) 14:6 decree (3) 19:25;20:18;21:3 defeat (1) 18:10 definitive (1) 15:9 defrauded (1) 13:6 denied (1) 19:3 deny (1) 14:24 depends (1) 15:6 despite (1) 13:2 detail (2) 16:14;17:7 details (2) 7:5;11:13	Eagle (4) 20:8,12,13,21 Eastern (5) 5:3;9:6,9,17;10:5 effect (2) 7:16;11:5 Eighth (1) 11:14 else (1) 15:2 e-mail (1) 16:19 emerged (1) 14:15 emergence (3) 12:10,12;18:6	fact (2) 16:15;18:19	gave (1) 12:21 general (12) 7:7,13,14;9:10; 10:3,15,16,24,25; 11:6;15:8;16:15 gentlemen (1) 18:16 gets (1) 15:19 given (1) 14:3 GLASSER (1) 4:2	handle (1) 12:5 handled (1) 14:1 handling (2) 6:17;13:20 happen (2) 6:6;7:23 happened (2) 12:16;13:6 happy (3) 11:25;19:5;21:7 hearing (7) 8:11,15,21,25; 10:8;11:15;20:3 herself (2) 9:17;18:20 holding (1) 6:18 Honor (43) 5:8,15,21,24;6:3,6, 16;7:2,3,6,25;8:9,18, 24,24;9:14;10:2,8, 12,18;11:1,12,24; 12:1,5,19;15:3,4; 16:1,3,8;17:11; 18:11,12;19:4,10,16, 19;20:1,13,19;21:4, 11 Honorable (1) 5:4 hoping (1) 20:15 housekeeping (1) 20:2 Hromadka (1) 5:10 Huebner (1) 9:25 Hughes (2) 5:9;10:1
				I
				identical (1) 10:5 impact (1) 12:21

<p>inappropriate (1) 18:23</p> <p>include (1) 14:16</p> <p>incorrect (1) 18:1</p> <p>individually (1) 7:1</p> <p>information (3) 13:10;17:25;18:9</p> <p>instances (1) 14:16</p> <p>instead (1) 14:6</p> <p>intended (1) 10:13</p> <p>involve (1) 15:17</p> <p>involvement (2) 14:4,4</p> <p>involves (1) 7:3</p> <p>issue (4) 9:16,18;17:24; 20:22</p>	<p>learned (1) 12:25</p> <p>lesser (1) 7:14</p> <p>line (3) 9:5;20:15;21:2</p> <p>litigation (3) 9:7,8;16:12</p> <p>little (1) 16:1</p> <p>live (1) 8:17</p> <p>LLP (1) 4:2</p> <p>longer (1) 19:17</p> <p>look (5) 8:7;10:13,18;12:7; 14:8</p> <p>LUXENBERG (2) 4:10;13:17</p>	<p>Monsanto (2) 6:14,18</p> <p>months (3) 10:6;11:3;17:6</p> <p>moot (4) 6:22,24;12:2;19:4</p> <p>more (1) 17:7</p> <p>morning (13) 5:5,8,13,16,18,21, 22,24,25;19:9;21:3, 9,13</p> <p>motion (9) 7:18;8:11,11,15, 20,23;11:11,24; 18:25</p> <p>Mrs (2) 16:10;17:1</p> <p>much (2) 11:5;19:19</p> <p>multiplier (7) 12:13,17,19;13:1; 15:4;18:3,8</p> <p>myself (1) 20:2</p>	<p>nine (1) 17:23</p> <p>nominally (1) 7:12</p> <p>none (2) 9:15;20:23</p> <p>note (3) 10:2;19:23;20:2</p> <p>noted (3) 8:18;11:13;20:4</p> <p>notice (1) 19:25</p> <p>noticing (1) 7:19</p> <p>number (5) 6:6;7:23;9:3; 12:14;15:9</p> <p>NY (1) 4:14</p>	<p>6:5,14;11:5;15:9; 21:2</p> <p>out (7) 7:5;8:4,4;10:12; 16:19;20:6,16</p> <p>over (5) 16:12,14;17:6; 18:19;21:3</p> <p>overrule (1) 12:2</p>		
	M			P		
J	<p>main (1) 20:7</p> <p>mark (2) 6:12;8:6</p> <p>MARSHALL (6) 4:7;5:22,24;8:2,3; 9:25</p> <p>matter (14) 5:6;7:10;8:6,7; 11:17;13:4,20,21,22; 14:4;17:22;18:22, 25;20:2</p> <p>matters (3) 6:1;14:11;20:24</p> <p>may (4) 8:18;15:18;17:11, 12</p> <p>meant (1) 18:13</p> <p>meeting (8) 10:9;12:6;13:7,14; 14:21;15:15;18:10, 18</p> <p>Might (2) 15:20;16:8</p> <p>minds (8) 10:10;12:7;13:7, 14;14:21;15:15; 18:10,19</p> <p>Missouri (1) 5:3</p> <p>mistaken (1) 18:13</p> <p>modest (1) 7:22</p> <p>Monday (1) 21:3</p> <p>money (1) 16:16</p>	N	<p>name (1) 9:23</p> <p>nature (1) 16:14</p> <p>necessary (3) 11:13,15;16:1</p> <p>need (4) 7:17;16:3;18:12; 19:17</p> <p>needs (1) 7:23</p> <p>negative (1) 19:25</p> <p>negotiate (1) 16:23</p> <p>negotiated (6) 10:13,19;11:2,18, 19;17:2</p> <p>negotiating (4) 12:25;16:9,11; 17:4</p> <p>negotiation (1) 13:15</p> <p>negotiations (1) 14:12</p> <p>neither (1) 15:24</p> <p>net (1) 13:13</p> <p>New (1) 4:14</p> <p>next (3) 6:25;8:10;12:21</p> <p>Nina (1) 4:12</p>	O	<p>objection (12) 6:5,14,21,25;7:3; 8:13,15,19;9:1,22; 12:1;19:2</p> <p>objections (1) 6:7</p> <p>occur (1) 15:18</p> <p>offer (2) 10:10;12:16</p> <p>offered (2) 9:9;17:5</p> <p>offering (2) 13:2,12</p> <p>office (1) 11:10</p> <p>old (1) 12:9</p> <p>omnibus (2) 6:5,14</p> <p>one (11) 6:7,8,10;9:7,20; 10:20,21,22;15:19; 17:2;20:16</p> <p>ongoing (1) 14:13</p> <p>only (5) 9:13;14:4,20,22; 17:2</p> <p>opening (1) 18:4</p> <p>opportunity (3) 13:11,12;19:11</p> <p>opposing (1) 9:20</p> <p>optimistic (1) 21:2</p> <p>order (7) 6:10,11;8:5,7; 12:6;14:18;19:5</p> <p>others (5)</p>	<p>paid (2) 13:9;16:16</p> <p>papers (3) 13:16;14:1,9</p> <p>parallel (2) 7:14;18:7</p> <p>particular (1) 18:25</p> <p>parties (2) 10:12;15:14</p> <p>party (2) 15:19,23</p> <p>Patriot (9) 5:6,9;17:12;10; 13:10,11;14:14,20; 20:8,14</p> <p>Patriot's (1) 12:12</p> <p>pay (1) 12:24</p> <p>paying (2) 12:23;13:2</p> <p>payment (3) 7:13;11:6;13:13</p> <p>PC (1) 4:10</p> <p>pending (1) 7:10</p> <p>perhaps (1) 13:23</p> <p>person (1) 17:4</p> <p>personally (1) 18:20</p> <p>phone (3) 5:14;11:12;17:20</p> <p>pieces (1) 20:15</p> <p>place (1) 12:7</p> <p>plaintiffs (1) 6:18</p> <p>plaintiffs' (1) 6:15</p> <p>plan (3) 7:15;10:25;15:5</p> <p>plausible (1) 11:2</p> <p>pleading (1) 9:24</p>
	K					
<p>Jason (3) 4:3;5:23;7:1</p> <p>Joe (2) 18:12;19:16</p> <p>JONATHAN (2) 4:7;5:22</p> <p>June (7) 9:3;16:18;17:3,19, 19;18:13,14</p>						
L						
<p>Kathy (1) 5:4</p> <p>Kevin (3) 9:7,22;16:10</p> <p>knew (3) 13:1,1,3</p> <p>knows (1) 15:19</p>						

<p>pleadings (1) 18:17 Please (3) 5:2,5,7 pleased (1) 7:4 point (2) 14:14;20:25 Polk (1) 9:23 position (1) 14:13 possession (1) 13:10 possibility (1) 20:13 Post-it (1) 19:23 pot (1) 15:5 pre (1) 18:6 prejudice (1) 7:8 pre-petition (1) 7:10 present (1) 9:11 presiding (1) 5:4 pretty (1) 8:4 principal (1) 11:22 principle (1) 7:5 prior (4) 12:10,12,13;14:9 probably (1) 17:7 proceedings (3) 7:9,17;21:14 proof (5) 9:12;13:16,17; 14:11,23 proposal (1) 10:5 proposed (4) 6:10;19:5;20:18; 21:3 proposition (1) 9:15 provide (1) 17:7 provided (3) 14:1;17:25;18:9 provides (1) 18:7 pulled (2) 20:6,16 put (1) 13:17 putative (1)</p>	<p>7:4</p>	<p>requests (2) 19:9;21:9 response (10) 8:18;9:3,4,5,12,16; 13:16,19;14:8;17:15 result (1) 16:15 reverse (1) 12:6 right (39) 5:6,13,14,16,19; 6:1,4,11,13,23,25; 8:1,6,10,20,22;12:3, 4;15:1;16:5;17:9,10; 18:15,16,16;19:7,8, 12,14,15,21;20:4,20, 23;21:1,5,8,8,12 rise (1) 5:2 risk (1) 15:17 roughly (1) 11:5 Rudd (1) 6:8 run (1) 14:18</p>	<p>10:3,19;11:19; 12:11,12;14:14; 16:11;18:6 several (1) 11:3 short (1) 8:4 shortly (1) 7:24 sic (1) 13:9 signed (3) 10:14;11:21;18:19 similar (1) 11:2 Similarly (2) 9:21;10:4 simplest (1) 10:12 simply (3) 12:7;13:8;18:1 sit (1) 13:22 situated (1) 10:4 situations (1) 11:18 six (3) 11:2;16:12,24 sixth (1) 10:23 somehow (1) 18:23 someone (1) 13:23 soon (2) 5:11;7:7 sorry (1) 16:6 sort (2) 9:18;11:20 speaking (1) 18:21 specification (1) 13:8 spoke (2) 12:19;13:23 stand (1) 15:5 state (4) 7:10,17,21;17:21 stated (2) 7:12;17:18 States (1) 5:2 status (1) 6:18 stay (1) 19:17 still (2) 14:15;20:15 stipulation (1) 7:6</p>	<p>stop (1) 17:8 Street (1) 4:4 submission (1) 6:9 submissions (1) 14:2 submit (4) 7:25;11:1,14;19:5 submitted (1) 6:10 substantial (1) 17:17 substantive (2) 9:4;12:1 succeeding (1) 17:6 suddenly (1) 11:3 suggest (1) 11:17 suggestion (1) 15:14 sure (4) 15:12;16:1;17:8; 20:12 Surratt-States (1) 5:4 suspect (2) 17:20;20:16</p>
	<p>quarrel (1) 15:14 quite (1) 10:14</p>	<p>rather (2) 11:6;18:18 reached (1) 10:4 reading (1) 20:7 real (2) 15:20,20 really (2) 11:4;14:17 reason (4) 9:19;10:7;13:24; 19:17 receive (1) 7:15 recess (1) 21:13 record (5) 5:7;14:19,22,23; 16:9 recover (1) 15:6 reduces (1) 10:14 referenced (1) 12:11 referring (2) 6:8;12:8 relatively (1) 7:22 remember (2) 8:25;17:20 remotely (1) 11:1 reorganized (4) 5:9;7:21;9:6;21:10 repaid (1) 7:21 represent (1) 12:18 representation (3) 13:21;17:18,23 representations (1) 18:3 represented (2) 9:18;10:20 represents (1) 9:6 request (1) 11:24 requested (1) 9:2</p>	<p>same (6) 10:20;12:22; 16:11,17;17:5;19:6 Saturday (1) 17:20 School (1) 5:12 seated (1) 5:5 second (1) 6:13 seek (1) 7:9 sent (3) 11:9,10;20:18 session (1) 5:3 set (1) 16:19 settle (5) 9:9;12:16,19,20; 17:5 settled (3) 6:9,12;8:7 settlement (33) 7:5,7,9,11,19,20; 8:12,23;9:13,21; 10:5;11:8,9,15,16, 17,21;12:8,13;13:13; 14:10,25;15:7,16,18, 20;16:10,14,17,22, 24;18:6;19:1 settlements (8)</p>	<p>stop (1) 17:8 Street (1) 4:4 submission (1) 6:9 submissions (1) 14:2 submit (4) 7:25;11:1,14;19:5 submitted (1) 6:10 substantial (1) 17:17 substantive (2) 9:4;12:1 succeeding (1) 17:6 suddenly (1) 11:3 suggest (1) 11:17 suggestion (1) 15:14 sure (4) 15:12;16:1;17:8; 20:12 Surratt-States (1) 5:4 suspect (2) 17:20;20:16</p>
		<p>S</p>		
		<p>T</p>	<p>table (1) 5:10 talk (1) 9:24 telephone (3) 16:13,18;19:11 TELEPHONICALLY (2) 4:7,16 terms (3) 8:3;16:20;17:5 testimony (1) 8:17 that'll (1) 7:19 Thea (1) 5:10 therefore (2) 6:21;14:24 there'll (2) 7:18,19 third (1) 5:11 thirty (1) 11:4 thirty-third (3) 6:4,7,13 Thompson (15) 9:7;10:10;12:18; 14:7,10,17;15:24,25;</p>	

16:10,13,21,23;17:3; 18:21,24 Thompson's (1) 11:9 though (1) 9:23 thought (2) 10:10;11:3 three (2) 9:19;10:20 throughout (1) 16:24 Thursday (1) 21:13 times (1) 11:4 timing (1) 21:4 today (3) 9:5;15:5;20:24 today's (1) 20:3 told (1) 16:25 top (1) 12:24 trade (1) 15:20 treat (1) 11:6 treated (1) 7:12 treatment (1) 7:14 tricky (1) 11:19 turns (1) 11:16 twice (1) 17:19 two (1) 6:7	unless (1) 15:15 Unlike (1) 14:15 unsecured (12) 7:13,15;9:10;10:3, 11,15,16,24,25;11:7; 15:8;16:15 up (5) 6:2;13:2;16:19,24; 18:15 upon (2) 7:23;11:8 useful (1) 10:18 utilized (1) 12:10	withdraw (1) 11:25 withdrawn (5) 6:19,22,23;7:8; 19:3 within (1) 13:10 without (2) 7:8;12:17 work (2) 7:5;8:3 worked (2) 8:4;16:22 worth (4) 11:4;15:10,19,21 Wright (21) 4:11,12;5:20;8:12, 13;9:1,8,14,17;10:6, 7;11:10;14:5,19,23; 16:10;17:1,22;18:19, 22,24 Wright's (1) 11:4 write (1) 19:23 WV (1) 4:5	10:22 20,000 (2) 10:21,23 2013 (1) 18:14 2014 (4) 16:19;17:3,23; 18:13 209 (1) 4:4 25301 (1) 4:5
	V		3
	Virginia (2) 7:20;13:19		3715 (1) 6:14
	W		5
	WALSH (54) 4:16;5:8,8,20,21; 6:1,3,6,16,21;7:2; 8:9,14,17,22,24;9:2, 11,22,25;10:9;12:4, 5,8,11;13:20;15:2,3, 25;16:18,21;17:3,11, 13,13,14,17;18:3,11, 14;19:2,4,8,10,13, 21;20:1,10,12,18,21; 21:1,6,11 Walsh's (1) 18:2 Washington (1) 5:11 way (1) 10:12 WEITZ (2) 4:10;13:17 West (2) 7:20;13:19 whatsoever (1) 12:17 Whereupon (1) 21:14 who's (1) 9:5 WILLIAM (12) 4:16;5:19;8:14; 9:2,11,21;10:9;12:4; 15:24;16:18;17:13; 19:8 wished (1) 9:22 wishes (1) 10:1 wishing (1) 8:17	Y	548,000 (1) 10:16 5524 (1) 9:3 595 (1) 6:5
		year (4) 5:11;16:12;17:6, 22 York (1) 4:14	6
		0	6th (1) 9:3
		005525 (1) 18:8	7
		1	700 (1) 4:13 779 (1) 8:13
U		10:39 (1) 21:14 10003 (1) 4:14 12,500 (2) 10:20,21 14 (1) 18:14 14th (5) 16:18;17:3,19,19; 18:13 17,500 (7) 9:10;10:11,17,22; 12:16;13:2,13 17,500-dollar (1) 10:2	9
ultimately (1) 16:16 Um-hum (1) 19:20 unable (1) 10:6 under (3) 7:15;10:25;15:20 underlying (5) 9:1,7,8;13:22,25 understood (4) 15:25;16:2,3,21 Uniquely (1) 12:15 United (1) 5:2 University (1) 5:11		2	96 (2) 13:3,14
		2,500 (1)	

UNITED STATES BANKRUPTCY COURT
Eastern District of Missouri
Thomas F. Eagleton U.S. Courthouse
111 South Tenth Street, Fourth Floor
St. Louis, MO 63102

In re: Debtor(s):
Patriot Coal Corporation

Case No.: 12-51502 -A659

CHAPTER 11

Notice of Filing of Transcript and of Deadlines Related to Restriction and Redaction

To: All Persons of Record at Hearing

A transcript of the proceeding held on June 24, 2014 was filed on June 26, 2014.

The following deadlines apply:

If you wish to have personal data identifiers redacted from the transcript, a *Request for Transcript Redaction* must be filed within 7 days of the date of this notice: July 3, 2014. Personal data identifiers **include: social security numbers, financial account numbers, names of minor children, and dates of birth**. If no such request is filed within the allotted time, the Court will presume redaction of personal data identifiers is not necessary.

Any party seeking redaction shall file a *Statement of Transcript Redactions* identifying the location of the personal data identifiers sought to be redacted within 21 days of the date of this notice: July 17, 2014. The party filing the statement shall serve it by regular mail upon all parties at the hearing and shall include a Certificate of Service listing the date and parties served. The *Statement of Transcript Redactions* event will be restricted from public view and cannot be served electronically through the CM/ECF system. If no *Statement of Transcript Redactions* is filed within the allotted time, the Court will presume redaction of personal identifiers is not necessary.

Any party may file a response in opposition to the Statement within 7 days of the date the Statement is filed using the *Response to Statement of Transcript Redactions* event. If a response in opposition to the Statement is filed, the Court will rule on the matter. If a hearing is needed, the Court will send notice of hearing.

If a request for redaction is filed, the redacted transcript is due within 31 days of the date of this notice: July 28, 2014.

The transcript may be made available for remote electronic access upon expiration of the restriction period, which is 90 days from the date of filing of the transcript: September 24, 2014, unless extended by court order. However, during this 90-day period the transcript is available for viewing only during normal business hours at the Clerk's office.

Any questions regarding the transcript process should be directed to Matt Parker, Director of Courtroom Services, at (314) 244-4801.

FOR THE COURT:

/s/Dana C. McWay
Clerk of Court

Dated: 6/26/14

Copies Mailed To:

Brian Walsh, 211 N. Broadway, Ste. 3600, St. Louis, MO 63102
Rev. 12/10