

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)	Chapter 11
)	Case No. 12-51502-695
PATRIOT COAL CORPORATION, <i>et al.</i>)	Jointly Administered
)	
Debtors.)	Hearing Date: March 25, 2014
)	Hearing Time: 10:00 a.m.
)	Location: Courtroom 7 North
)	Objection Deadline: February 17, 2014
)	at 4:00 p.m. (prevailing Central Time)

**SUMMARY SHEET PURSUANT TO UNITED STATES TRUSTEE GUIDELINES FOR
REVIEWING APPLICATIONS FOR COMPENSATION AND REIMBURSEMENT OF
EXPENSES FILED UNDER 11 U.S.C. §§ 330 AND 331**

FINAL APPLICATION

NAME OF APPLICATION:	Thompson Coburn LLP ("Thompson Coburn")	
ROLE IN CASE:	Special Counsel to the Debtors and Debtors in Possession	
DATE OF RETENTION:	Order entered September 10, 2012 Authorizing Retention of Thompson Coburn Nunc Pro Tunc to July 9, 2012 (Docket No. 538)	
TIME PERIOD:	July 9, 2012 through and including December 31, 2013	
CURRENT APPLICATION:	Total Fees Requested: ¹	\$967,182.30
	Total Expenses Requested: ²	\$141,688.01
	Total Fees Previously Awarded:	\$825,889.50
	Total Expenses Previously Awarded:	\$104,836.29
	Total Fees Requested since Third Interim Application:	\$141,292.80
	Total Expenses Requested since Third Interim Application:	\$ 36,851.72

¹ This amount reflects a 10% discount of Thompson Coburn's standard rates provided to the Debtors.

² The "Total Expenses Requested" and "Total Expenses Previously Awarded" line items reflect a reduction of \$6,578.05 in expenses ordered by the Court on November 8, 2013 on Thompson Coburn's Third Interim Application.

PRIOR APPLICATION(S): First Interim Application dated November 16, 2012
Second Interim Application dated April 15, 2013
Third Interim Application dated September 5, 2013

FEES FOR COMPENSATION PERIOD

I. Partners/Counsel

Name of Partner/Counsel	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Chris Hohn	1995 - MO	Business Litigation	\$430	2.9	\$1,247.00
Matt Landwehr	2002 - MO	Business Litigation	\$365	0.5	\$182.50
Mark Mattingly	2000 - IL	Business Litigation	\$330	387.1	\$127,743.00
			\$345	1442.5	\$497,662.50
Robert Shapiro	1996 - NY	International Trade	\$560	0.5	\$280.00
Frederick Strasheim	1992 - MN	Corporate & Securities	\$465	1.5	\$697.50
Timothy Sullivan	1975 - VA	Government Contracts	\$560	0.5	\$280.00
David Warfield	1984 - MO	Financial Restructuring	\$510	22.3	\$11,373.00
Roman Wuller	1986 - MO	Business Litigation	\$475	164.5	\$78,137.50
			\$495	562.9	\$278,635.50
Total Partners and Counsel				2,585.2	\$996,239.00
Total Fees with 10% discount applied					\$896,614.65

II. Associates

Name of Associate	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Brandi Burke	2006 - IN	Business Litigation	\$295	68.5	\$20,207.50
Matthew Guletz	2005 - MO	Business Litigation	\$310	0.8	\$248.00
David Mangian	2009 - MO	Business Litigation	\$240	4.6	\$1,104.00
			\$260	172.1	\$44,746.00
Thomas Risberg	2012 - MO	Business Litigation	\$225	2.7	\$607.50
Felicia Williams	2010 - MO	Business Litigation	\$240	9.8	\$2,352.00
Total Associates				258.5	\$69,265.00
Total Fees with 10% discount applied					\$62,338.50

III. Paraprofessionals

Name	Department	Hourly Rate	Total Hours Billed	Total Fees
Jen Bedard	Trial Support Specialist	\$170	0.2	\$34.00
Jill Frederking	Trial Support Supervisor	\$190	0.2	\$38.00
Kathy McWherter	Clerk, Business Litigation	\$110	1.2	\$132.00
Tina McElhattan	Lit. Support Analyst	\$130	1.1	\$143.00

Donna K. Murray	Analyst, Tobacco Litigation	\$195	1.7	\$331.50
Miriam Parrish	Lit. Support Project Manager	\$180	0.3	\$54.00
		\$185	41	\$7,585.00
Jacqueline Wallach	Lit. Support Specialist	\$175	0.8	\$140.00
		\$180	0.7	\$126
Holly Weber	Paralegal, Business Litigation	\$175	3.2	\$560
Total			50.4	\$9,143.50
Total Fees with 10% discount applied				\$8,229.15

FEES SINCE THIRD INTERIM APPLICATION

I. Partners/Counsel

Name of Partner/Counsel	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Mark Mattingly	2000 – IL	Business Litigation	\$345	280.2	\$96,669.00
David Warfield	1984 – MO	Financial Restructuring	\$510	8.4	\$4,284.00
Roman Wuller	1986 – MO	Business Litigation	\$495	98.5	\$48,757.50
Total Partners and Counsel				387.1	\$149,710.50
Total Fees with 10% discount applied					\$134,739.45

II. Associates

Name of Associate	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Brandi Burke	2006 – IN	Business Litigation	\$295	16.1	\$4,749.50
David Mangian	2009 – MO	Business Litigation	\$260	8.6	\$2,236.00
Total Associates				22.8	\$6,985.50
Total Fees with 10% discount applied					\$6,286.95

III. Paraprofessionals

Name	Department	Hourly Rate	Total Hours Billed	Total Fees
Miriam Parrish	Lit. Support Project Manager	\$185	1.6	\$296.00
Total			1.6	\$296.00
Total Fees with 10% discount applied				\$266.40

EXPENSES FOR COMPENSATION PERIOD

CATEGORY OF EXPENSES	AMOUNTS
Computer Research	\$1,283.25
Reproduction (copying)	\$4,229.82
Postage, courier & freight	\$4,660.79
Pro Hac	\$1,400.00
Database Review	\$941.25
Data Processing	\$407.25
Document Management	\$105.00
Internal Document Management Services	\$3,591.95
Outside Document Management	\$3,398.75
File Conversion	\$28.80
Travel	\$36,290.53
Witness Fees	\$41.00
Litigation Experts	\$55,620.00
Deposition Fees	\$17,287.63
Service Fees	\$507.00
Hard Drives	\$24.99
Consulting Fees	\$12,692.20
Mediation Fees	\$5,755.85
Subtotal	\$148,266.06
Court ordered reduction	(\$6,578.05)
TOTAL	\$141,688.01

EXPENSES SINCE THIRD INTERIM APPLICATION

CATEGORY OF EXPENSES	AMOUNTS
Reproduction (copying)	\$336.12
Postage, courier & freight	\$511.52
Internal Document Management Services	\$507.50
Travel	\$5,874.03
Litigation Experts	\$10,400.00
Deposition Transcript Fees	\$774.50
Consulting Fees	12,692.20
Mediation Fees	\$5,755.85
TOTAL	\$36,851.72

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)	Case No. 12-51502-695
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Debtors.)	Hearing Date: March 25, 2014
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)	4:00 p.m. (prevailing Central Time)

FINAL APPLICATION OF THOMPSON COBURN LLP AS SPECIAL COUNSEL TO THE DEBTORS FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED FOR THE PERIOD FROM JULY 9, 2012 THROUGH DECEMBER 31, 2013

Thompson Coburn LLP ("**Thompson Coburn**"), special counsel to Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the "**Debtors**"), and files this *Final Application Of Thompson Coburn LLP As Special Counsel To The Debtors For Allowance Of Compensation For Professional Services Rendered And Reimbursement of Actual And Necessary Expenses Incurred For the Period From July 9, 2012 Through December 31, 2013* (the "**Application**"), pursuant to Sections 330(a) and 331 of title 11 of the United States Code (the "**Bankruptcy Code**"), rule 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rule 2016-1 and 2016-2 of the Local Bankruptcy Procedure (the "**Local Rules**") and the accompanying Procedures Manual (the "**Procedures Manual**") for the United States Bankruptcy Court for the Eastern District of Missouri for allowance of compensation for professional services performed by Thompson Coburn during the period commencing July 9, 2012 through and including December 31, 2013 (the "**Compensation Period**"), respectfully represents as follows:

BACKGROUND

1. On July 9, 2012 (the "**Petition Date**"), each Debtor commenced with the United States Bankruptcy Court for the Southern District of New York (the "**New York Bankruptcy Court**") a voluntary case under Chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 108 of the Bankruptcy Code.

2. On December 19, 2012, the Debtors' cases were transferred from the New York Bankruptcy Court to the United States Bankruptcy Court for the Eastern District of Missouri [ECF No. 1789].

3. Pursuant to an order of the New York Bankruptcy Court dated September 10, 2012 (EFC. No. 538), the Debtors were authorized to retain Thompson Coburn as their special counsel to render legal services during the pendency of their Chapter 11 cases *nunc pro tunc* to the Petition Date.

4. On September 6, 2013, the Debtors filed their proposed Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 4606] (the "Initial Plan"). On October 9, 2013 Debtors filed their First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 4762] (the "First Amended Plan") and the Disclosure Statement for Debtors' First Amended Plan [Docket No. 4763] (the "Disclosure Statement for the First Amended Plan"). Thereafter, on October 26, 2013 Debtors filed their Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 4869] (the "Second Amended Plan") and their Disclosure Statement for Debtors' Second Amended Plan [Docket No. 4870] (the "Disclosure Statement for Second Amended Plan"). The Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 4927] (the "Third Amended Plan") and Disclosure Statement for Debtors' Third Amended Plan [Docket No. 4928] (the "Disclosure Statement for the Third

Amended Plan”) and together with the Disclosure Statements for the First and Second Amended Plans, the “Disclosure Statement”) were both filed on November 4, 2013.

5. On November 7, 2013, the Court approved the Disclosure Statement [Docket No. 4968].

6. On December 15, 2013, Debtors filed their Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 5139] (the “Fourth Amended Plan”). On December 17, 2013, the Court confirmed the Fourth Amended Plan [Docket No. 5157], which went effective on the Effective Date.

7. This Court has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**SUMMARY OF REQUESTED PROFESSIONAL COMPENSATION
AND REIMBURSEMENT OF EXPENSES**

8. This Application has been prepared in accordance with (a) the Local Rules and Procedures Manual, (b) the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 adopted on January 30, 1996 (the “**UST Guidelines**”) and (c) the Order to Establish Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals entered by the New York Bankruptcy Court on August 2, 2012 [ECF No. 262] (the “**Interim Compensation Order**”) and, collectively with the Local Rules and the UST Guidelines, the “**Guidelines**”).

9. Thompson Coburn previously requested compensation from the New York Bankruptcy Court for professional services or reimbursement of expenses in its First Interim Application dated November 16, 2012 and from this Court in its Second Interim Application dated April 15, 2013 and its Third Interim Application dated September 5, 2013.

10. In accordance with the Interim Compensation Order, Thompson Coburn filed monthly fee statements (the “**Monthly Fee Statements**”) covering the periods July 9, 2012 to December 31, 2013.

11. By this Application, Thompson Coburn seeks allowance in full of interim compensation for professional services rendered to the Debtors during the Compensation Period, in the aggregate amount of \$967,182.30, and for reimbursement of actual, necessary expenses incurred in connection with such services in the aggregate amount of \$141,688.01.³

12. During the Compensation Period, and in accordance with the Interim Compensation Order, Thompson Coburn submitted monthly fee statements for payments totaling \$1,115,448.36 (\$967,182.30 of which is for services rendered and of which \$148,266.06 was for reimbursement of expenses) for the Compensation Period. During the Compensation Period, Thompson Coburn’s professionals and paraprofessionals expended a total of 2,894.1 hours for which compensation is requested. By this Application, Thompson Coburn seeks allowance of all fees and expenses incurred during the Compensation Period, save for the reduction in expenses of \$6,578.05 ordered by the Court on Thompson Coburn’s Third Interim Application, and payment of all allowed amounts that have not yet been paid to Thompson Coburn on account of the 20% holdback or otherwise.

13. During the Compensation Period, other than pursuant to the Interim Compensation Order, Thompson Coburn has received no payment and no promises of payment from any source for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Application. There is no agreement or

³ This amount reflects a reduction of \$6,578.05 in expenses ordered by the Court on November 8, 2013 on Thompson Coburn’s Third Interim Application.

understanding between Thompson Coburn and any other person, other than partners of the firm, for the sharing of compensation to be received for services rendered in these cases.

14. The fees charged by Thompson Coburn in these cases are billed in accordance with its agreed-upon billing rates and procedures in effect during the Compensation Period. The rates charged by Thompson Coburn for the services rendered in these Chapter 11 cases do not (and will not) exceed the rates Thompson Coburn customarily charges for services rendered in comparable matters – to the contrary, Thompson Coburn is providing a ten percent (10%) discount to Debtors from its customary rates for the services rendered. Such fees are reasonable based on the customary compensation charged by comparably skilled practitioners in comparable assignment in a competitive national legal market.

15. Prior to the filing of this Application, Thompson Coburn filed with the Court and served on the Debtors, the U.S. Trustee, counsel to the Debtors, attorneys for the administrative agents for Debtors' postpetition lenders, and counsel for the official committee of unsecured creditors monthly fee statements setting forth Thompson Coburn's fees for professional services rendered and expenses incurred for the period July 9, 2012 to December 31, 2013. In connection with preparing each of the monthly statements and this Application, Thompson Coburn has voluntarily provided a ten percent (10%) reduction in its fees in favor of the estates totaling approximately \$107,467.

16. Pursuant to the UST Guidelines, annexed to the U.S. Trustee summary section preceding this Application is a schedule setting forth all Thompson Coburn professionals who have performed services in these Chapter 11 cases during the Compensation Period the capacities in which each such individual is employed by Thompson Coburn, the department in which each individual practices, the hourly billing rate charged by Thompson Coburn for services performed by such individual, the year in which the profession was first licensed to

practice law and the jurisdiction in which each professional was licensed to practice, and the aggregate number of hours expended in this matter and fees billed therefor.

17. Annexed hereto as Exhibit A is a schedule specifying the categories of actual, necessary expenses during the Compensation Period for which Thompson Coburn is seeking reimbursement and the total amount for each such expense category.

18. Pursuant to the UST Guidelines, annexed hereto as Exhibit B is a summary of the number of hours and amounts billed by Thompson Coburn during the Compensation Period. Due to the nature of the litigation services rendered by Thompson Coburn, the summary is organized by matter name and not by project categories.

19. Annexed hereto as Exhibit C is a summary of the number of hours and amounts billed by Thompson Coburn during the Compensation Period setting forth the names, titles, hourly rates and total hours charged for the professional and paraprofessionals providing services.

20. Annexed hereto as Exhibits D-1 to D-3 is the same information contained in Exhibits A to C, but limited to those fees and expenses incurred since the Third Interim Application. Exhibit D-1 is a schedule specifying the categories of actual, necessary expenses since the Third Interim Application for which Thompson Coburn is seeking reimbursement and the total amount for each such expense category. Exhibit D-2 is a summary of the number of hours and amounts billed by Thompson Coburn since the Third Interim Application organized by internal matter name. Exhibit D-3 is a summary of the number of hours and amounts billed by Thompson Coburn since the Third Interim Application setting forth the names, titles, hourly rates and total hours charged for the professional and paraprofessionals providing services.

21. Annexed hereto as Exhibit E are copies of Thompson Coburn's monthly invoices that were attached to each of its Monthly Fee Statements since the Third Interim Application.

22. Thompson Coburn maintains computerized records of the time spent by all Thompson Coburn attorneys in connection with the Debtors' Chapter 11 cases. These records were used to prepare detailed time descriptions in accordance with UST Guidelines and were summarized in Exhibits A, B and C. Copies of the time records and expenses for the First, Second and Third Interim Fee Periods were attached to the First, Second and Third Interim Fee Applications and are available at Docket Nos. 1579, 3641 and 4591, respectively. Detailed time records for the months of August 2013 through and including December 2013, along with the detailed listings of the expenses incurred in connection with the services rendered, were submitted to the "Notice Parties" specified in the Interim Compensation Order as part of the Monthly Fee Statements. Summaries by timekeeper, matter and expenses of the detailed time records for August 2013 through and including December 2013 are annexed hereto as parts of Exhibits D-1 to D-3 and the invoices themselves are attached as Exhibit E.

23. To the extent time or disbursement charges for services rendered or expenses incurred relate to the Compensation Period, but were not processed prior to the preparation of this Application, Thompson Coburn reserves the right to request compensation for such services and reimbursement of such expenses in a future application.

THOMPSON COBURN'S PRIOR INTERIM REQUESTS

24. Since the commencement of these cases, Thompson Coburn has provided the appropriate Notice Parties with a monthly fee statement for each month for which compensation was sought and filed interim applications in accordance with the Interim Compensation Order.

25. On November 15, 2012, Thompson Coburn filed its first interim application (the "First Interim Application") for the allowance of compensation for professional services rendered and reimbursement of actual and necessary expenses incurred from July 9, 2012 through September 30, 2012 (the "First Interim Fee Period"). In the First Interim Application,

Thompson Coburn sought the interim allowance of fees in the aggregate amount of \$94,952.25 (the "First Interim Fees") and the interim allowance of the reimbursement for actual and necessary expenses in the amount of \$1,696.74 (the "First Interim Expenses").

26. By order dated December 19, 2012, the First Interim Fees and First Interim Expenses were allowed in full. Pursuant to the order, Thompson Coburn received payment from the Debtors for (i) the full amount of the First Interim Fees and (ii) the full amount of the First Interim Expenses.

27. On April 15, 2013, Thompson Coburn filed its second interim application (the "Second Interim Application") for allowance of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred from October 1, 2012 through January 31, 2013 (the "Second Interim Fee Period"). In the Second Interim Application, Thompson Coburn sought the interim allowance of fees in the aggregate amount of \$155,173.95 (the "Second Interim Fees") and the interim allowance of the reimbursement for actual and necessary expenses in the amount of \$2,876.53 (the "Second Interim Expenses").

28. By order dated May 24, 2013, the Second Interim Fees and Second Interim Expenses were allowed in full. Pursuant to the order, Thompson Coburn received payment from the Debtors for (i) the full amount of the Second Interim Fees and (ii) the full amount of the Second Interim Expenses.

29. On September 5, 2013, Thompson Coburn filed its third interim application (the "Third Interim Application") for allowance of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred from February 1, 2013 through July 31, 2013 (the "Third Interim Fee Period"). In the Third Interim Application, Thompson Coburn sought the interim allowance of fees in the aggregate amount of \$575,763.30 (the "Third Interim Fees") and the interim allowance of the reimbursement for actual and necessary expenses in the amount of \$106,841.07 (the "Third Interim Expenses")

30. By order dated November 8, 2013, the Third Interim Fees and Third Interim Expenses were granted in part subject to a reduction of \$6,578.05 in Third Interim Expenses. Pursuant to the order, Thompson Coburn received payment from the Debtors of (i) the Third Interim Fees in the amount of \$575,763.30 and (ii) the Third Interim Expenses in the amount of \$100,263.02.

31. Subsequent to the Third Interim Fee Application, Thompson Coburn provided the appropriate Notice Parties with the following monthly fee statements (the "Monthly Fee Statements"):

a. For August 1, 2013 through August 31, 2013, fees of \$42,037.20 and expenses of \$24,562.33 (the "August Fee Statement"). Expenses for August included: (a) an invoice of \$12,005.20 for retention of an consulting expert on issues regarding Isle of Man law raised by the defendants in the Bridgehouse matter through their designation of an English lawyer as a testifying expert on such issues; (b) \$5,775.85 representing the Debtors' share of mediator's expenses in the Bridgehouse matter for the mediation during which the case was settled thereby entitling the Debtors to payments of \$6,000,000.00; and (c) travel expenses for trial counsel, including to attend the aforementioned mediation.

b. For September 1, 2013 through September 30, 2013, fees of \$29,250.90 and expenses of \$210.53 (the "September Fee Statement");

c. For October 1, 2013 through October 31, 2013, fees of \$33,375.15 and expenses of \$431.39 (the "October Fee Statement");

d. For November 1, 2013 through November 30, 2013, fees of \$18,296.10 and expenses of \$100.50 (the "November Fee Statement"); and

e. For December 1, 2013 through December 31, 2013, fees of \$18,333.45 and expenses of \$11,546.97 (the "December Fee Statement"). The majority of the

December 2013 expenses are for the final invoice submitted by the damages expert in the Keystone matter in the amount of \$9,600. The defendant in the Keystone matter settled shortly after the damages expert issued his report.

32. In total, Thompson Coburn has submitted Monthly Fee Statements subsequent to the Third Interim Fee Period for fees of \$141,292.80 and expenses of \$36,851.72. As of the date of this Application, no Notice Party has objected to Thompson Coburn's August, September, October, November or December Fee Statements.

33. In accordance with the Interim Compensation Order, Thompson Coburn sought payment for 80% of its fees and 100% of its expenses incurred, pursuant to each Monthly Fee Application filed with the Court. To date, with respect to the August Fee Statement, Thompson Coburn has received a payment of \$58,192.09, representing 80% of fees (\$33,629.76) and 100% of expenses (\$24,562.33). With respect to the September Fee Statement, Thompson Coburn has received a payment of \$23,611.25, representing 80% of fees (\$23,400.72) and 100% of expenses (\$210.53). With respect to the October Fee Statement, Thompson Coburn has received a payment of \$27,131.51, representing 80% of fees (\$26,700.12) and 100% of expenses (\$431.39). With respect to the November Fee Statement, Thompson Coburn has received a payment of \$14,737.38, representing 80% of fees (\$14,636.88) and 100% of expenses (\$100.50). With respect to the December Fee Statement, Thompson Coburn expects to receive a payment of \$26,217.73, representing 80% of fees (\$14,666.76) and 100% of expenses (\$11,546.97).

34. Accordingly, Thompson Coburn hereby seeks allowance of fees incurred for the Compensation Period in the amount of \$967,182.30 and the reimbursement of actual and

necessary expenses incurred for the Compensation Period in the amount of \$141,688.01⁴ for a total amount requested of \$1,108,870.31. Since the Third Interim Application, Thompson Coburn has submitted, and seeks allowance of fees incurred in the amount of \$141,292.80 and the reimbursement of actual and necessary expenses in the amount of \$36,851.72.

SUMMARY OF SERVICES

35. The following summary highlights the services provided by Thompson Coburn in its representation as special counsel to the Debtors during the relevant time period. Exhibit B provides a detailed breakdown of the time devoted and fees allocable to each billing matter.

- a) Bankruptcy: Thompson Coburn prepared the monthly fee statements, interim fee application and other documents related to these proceedings plus provided other advice to the Debtors.
- b) Bridgehouse: Thompson Coburn prosecuted a lawsuit against a customer styled as *Patriot Coal Sales LLC v Bridgehouse Commodities Trading Limited, et al.*, Case No. 2:12-cv-03653, then pending in the United States District Court for the Southern District of West Virginia. The Debtors sought damages from the defendants for their breach of multiple contracts and fraud. This matter was settled and the Debtors have already received \$3,000,000.00 in payments with an as of yet uncollected judgement for an additional \$3,000,000.00.
- c) Keystone: Thompson Coburn prosecuted a lawsuit against a customer styled as *Patriot Coal Sales LLC v. Keystone Industries, LLC*, Case No. 2:12-cv-01808, then pending in the United States District Court for the Southern District of

⁴ This amount reflects a reduction of \$6,578.05 in expenses ordered by the Court on November 8, 2013 on Thompson Coburn's Third Interim Application.

West Virginia. The Debtors sought damages from the defendant for its breach of a coal supply contract. This matter has been settled. Pursuant to the terms of the settlement, the Debtors received a payment of \$1,000,000.00 with a payment of \$1,500,000.00 due on June 1, 2014.

- d) GenOn: Thompson Coburn analyzed legal issues, provided advice and drafted document relating to a customer dispute.
- e) Price Reopener: Thompson Coburn analyzed legal issues, provided advice and drafted documents relating to a customer dispute regarding a price reopener provision in a coal supply contract.
- f) Mountain State: Thompson Coburn provided legal advice and assisted in the preparation of documents related to a customer dispute.
- g) Essar State: Thompson Coburn provided legal advice and assisted in the preparation of documents related to a customer dispute.

36. The foregoing professional services performed by Thompson Coburn were necessary and appropriate to the administration of the Debtors' Chapter 11 cases. These services were in the best interests of the Debtors and other parties in interest. Compensation for the foregoing services as requested is commensurate with the complexity, importance and nature of the problems, issues and tasks involved. The services were performed in an efficient manner.

ACTUAL AND NECESSARY EXPENSES

37. As set forth in Exhibit A hereto, Thompson Coburn has incurred or disbursed \$141,688.01⁵ in expenses in providing professional services to the Debtors during the Compensation Period. These expense amounts are intended to cover Thompson Coburn's direct operating costs, which are not incorporated in the Thompson Coburn hourly billing rates. Only clients who actually use services of the types set forth in Exhibit A are separately charged for such services. The effect of including such expenses as part of the hourly billing rates would unfairly impose additional costs upon clients who do not require extensive photocopying, delivery and other services.

38. In accordance with the Guidelines, Thompson Coburn is seeking reimbursement for standard photocopying expenses at the lesser of \$0.20 per page or cost.

39. On several occasions, overnight delivery of documents and other materials was required because of circumstances necessitating the use of such express services. These expenses are not included in Thompson Coburn's overhead for the purpose of setting billing rates. Thompson Coburn is not seeking reimbursement of the expenses it has incurred (if any) of delivering documents to Thompson Coburn attorneys at their homes. Thompson Coburn has made every effort to minimize its expenses in these cases. The actual expenses incurred in providing professional services to the Debtors were absolutely necessary, reasonable and justified under the circumstances to serve the needs of the Debtors, their estates and their creditors.

⁵ This amount reflects a reduction of \$6,578.05 in expenses ordered by the Court on November 8, 2013 on Thompson Coburn's Third Interim Application.

40. The majority of the expenses incurred related to the Bridgehouse matter described above. These expenses included: (a) international travel required to take the defendants' depositions; (b) retention of a damages expert; (c) retention of a consulting expert on legal issues relating to Isle of Man law raised by the defendants through their retention of a testifying expert on such issues; and (d) mediation expenses consisting of the mediator's fee and travel expenses to the mediation. Additionally, a damages expert was retained in the Keystone matter. Shortly after the issuance of his report, that matter was settled to the Debtors' satisfaction.

INFORMATION REQUIRED BY LOCAL RULES

41. Local Rule 2016-1(B) requires that all professional fee applications analyze the twelve factors (the "Johnson Factors") for allowance of compensation set forth in *Johnson v. Georgia Highway Express*, 388 F.2d 714 (5th Cir. 1974). See also *P.A. Novelly v. Palans (In re Apex Oil Co.)*, 960 F.2d 728 (8th Cir. 1992); *Chamberlain v. Kula (In re Kula)*, 213 B.R. 729, 736-39 (B.A.P. 8th Cir. 1997); *In re Grimes*, 115 B.R. 639, 642-43 (Bankr. D.S.D. 1990).

42. The *Johnson Factors* are as follows:

- a) The time and labor required. Thompson Coburn has described in detail the time spent and has included a complete description of the tasks performed.
- b) The novelty and difficulty of the questions. Thompson Coburn's services on behalf of the Debtors involve many issues peculiar to the Debtors' operations and the coal industry in general. By virtue of its experience with the Debtors and in the coal industry, Thompson Coburn is well-suited to represent the Debtors in these matters.
- c) The skill required to perform legal services properly. While the Court is certainly the best judge of the skill demonstrated by Thompson Coburn lawyers in this engagement, Thompson Coburn believes that its lawyers have demonstrated

consistently the skill levels necessary for the vigorous representation of the Debtors' interests.

- d) The preclusion of employment due to acceptance of the case. Acceptance of this case did not preclude other employment.
- e) The customary fee. The rates charged by Thompson Coburn in this case are commensurate with rates it charges similar clients in similar matters, except that Thompson Coburn has provided the Debtors with a ten percent discount off its normal hourly rate.
- f) Whether the fee is fixed or contingent. The fees requested herein are based on neither a fixed nor contingent fee basis.
- g) Time limitations imposed by the client or the circumstances. This case poses the normal time pressures inherent in any Chapter 11 case.
- h) The amount involved and the results obtained. Thompson Coburn submits that the fees requested are appropriate in light of the work performed and results obtained, including: (a) obtaining payments of \$4,000,000.00; (b) an as of yet uncollected judgment in the amount of \$3,000,000; and (c) a scheduled payment of an additional \$1,500,000.00 in June 2014.
- i) The experience, reputation and ability of the attorneys. Thompson Coburn is a full-service law firm well known in the St.Louis and Midwestern legal markets.
- j) The undesirability of the case. These are not undesirable cases.
- k) The nature and length of the professional relationship with the client. Thompson Coburn has represented the Debtors for several years on matters similar to the ones for which it has been engaged in these cases.
- l) Awards in similar cases. The fees requested are similar to other cases in this District.

**THE REQUESTED COMPENSATION AND EXPENSE
REIMBURSEMENT SHOULD BE ALLOWED**

43. Section 331 of the Bankruptcy Code provides for compensation of professionals and incorporates the substantive standards of Section 330 to govern the Court's award of such compensation. 11 U.S.C. § 331. Section 330 provides that a court may award a professional employed under Section 327 of the Bankruptcy Code "reasonable compensation for actual, necessary services rendered ... and reimbursement for actual, necessary expenses." *Id.* § 330(a)(1). Section 330 also sets forth the criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded . . . , the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

Id. § 330(a)(3).

44. In the instant case, Thompson Coburn respectfully submits that the services for which it seeks compensation and the expenditures for which it seeks reimbursement in this Application were necessary for, beneficial to and in the best interests of the Debtors, their

estates and their creditors. Such services and expenditures were necessary to, *inter alia*, prosecute two ongoing litigation matters in which customers breached their contractual and other obligations as well as to assist Debtors in obtaining favorable resolutions in other customer disputes. Through its representation, Thompson Coburn assisted the Debtors in: (a) obtaining payments of \$4,000,000.00; (b) an as of yet uncollected judgment in the amount of \$3,000,000; and (c) a scheduled payment of an additional \$1,500,000.00 in June 2014. Thompson Coburn further submits that the compensation requested herein is reasonable in light of the nature, extent and value of such services to the Debtors, their estates and all parties in interest.

45. Wherever possible, Thompson Coburn sought to minimize the costs of its services to the Debtors by utilizing a core group of attorneys who are familiar with both the Debtors' business and the industry as a whole. This approach provides many benefits, such as increasing team expertise while minimizing the costs of intra-firm communications. A core group of two attorneys provided 88% of the total hours worked. Many of the other attorneys and the paraprofessionals were only consulted on a one-time basis for specialized knowledge or, in the case of the paraprofessionals for specific technical assistance. In sum, approval of the compensation for professional services and reimbursement of expenses sought herein is warranted.

46. The undersigned certifies that (a) this Application has been prepared in accordance with the Guidelines, (b) although the Debtors have not reviewed this Application, they have reviewed the Monthly Fee Statements, and have approved the amounts requested, (c) Thompson Coburn is unaware of any objections interposed to any of its Monthly Fee Statements by any other party in interest, and (d) to the best of Thompson Coburn's knowledge, information and belief formed after reasonable inquiry, the fees and expense reimbursements sought fall within the Guidelines.

NOTICE

47. Notice of this Application has been provided in accordance with the Case Management Order [Docket No. 3361]. Because of the nature of the relief requested, Thompson Coburn submits that such notice is sufficient and that no further notice of the relief requested in the Application need be given to any party.

WHEREFORE, Thompson Coburn respectfully requests this Court:

- a. Allow attorneys' fees of \$967,182.30 and expenses of \$141,688.01⁶ for the Compensation Period, including fees of \$141,292.80 and expenses of \$36,851.72 incurred since the Third Interim Application;
- b. Authorize and direct the Debtors to make payment to Thompson Coburn for all allowed fees and expenses that have not been paid to date; and
- c. Grant Thompson Coburn such other and further relief as is just and proper.

Respectfully Submitted,

THOMPSON COBURN LLP

Dated: January 31, 2013
St. Louis, Missouri

By: David A. Warfield
David A. Warfield, 34288MO
Mark A. Mattingly, 56536MO
THOMPSON COBURN LLP
One U.S. Bank Plaza
St. Louis, Missouri 63101
Telephone: 314-552-6000
Facsimile: 314-552-7000
Email: dwarfield@thompsoncoburn.com
mmattingly@thompsoncoburn.com

*Special Counsel to the Debtors
and Debtors in Possession*

⁶ This amount reflects a reduction of \$6,578.05 in expenses ordered by the Court on November 8, 2013 on Thompson Coburn's Third Interim Application.

INDEX OF EXHIBITS

Exhibit A	Schedule of Expenses for Compensation Period
Exhibit B	Summary of Hours and Amounts Billed by Matter Name for Compensation Period
Exhibit C	Summary of Hours and Amounts Billed by Timekeeper for Compensation Period
Exhibit D-1	Schedule of Expenses Since Third Interim Application
Exhibit D-2	Summary of Hours and Amounts Billed by Matter Name Since Third Interim Application
Exhibit D-3	Summary of Hours and Amounts Billed by Timekeeper Since Third Interim Application
Exhibit E	Copies of Invoices as Attached to Monthly Fee Statements Since Third Interim Application

EXHIBIT A

**ACTUAL AND NECESSARY EXPENSES INCURRED BY THOMPSON COBURN LLP
ON BEHALF OF THE DEBTORS DURING THE COMPENSATION PERIOD**

CATEGORY OF EXPENSES	AMOUNTS
Computer Research	\$1,283.25
Reproduction (copying)	\$4,229.82
Postage, courier & freight	\$4,660.79
Pro Hac	\$1,400.00
Database Review	\$941.25
Data Processing	\$407.25
Document Management	\$105.00
Internal Document Management Services	\$3,591.95
Outside Document Management	\$3,398.75
File Conversion	\$28.80
Travel	\$36,290.53
Witness Fees	\$41.00
Litigation Experts	\$55,620.00
Deposition Fees	\$17,287.63
Service Fees	\$507.00
Hard Drives	\$24.99
Consulting Fees	\$12,692.20
Mediation Fees	\$5,755.85
Subtotal	\$148,266.06
Court ordered reduction	(\$6,578.05)
TOTAL	\$141,688.01

EXHIBIT B

**SUMMARY OF HOURS AND AMOUNTS BILLED DURING
THE COMPENSATION PERIOD BY THOMPSON COBURN LLP,
ORGANIZED BY INTERNAL MATTER NAME**

Matter Name	Hours	Amount⁷
Bankruptcy	253.8	\$89,010.00
Bridgehouse	2242.6	\$749,567.25
GenOn	5.5	\$2,233.80
Keystone	302.6	\$95,339.25
Price Reopener	30	\$10,019.25
Mountain State	51.5	\$17,470.35
Essar Steel	8.1	\$3,542.40
Totals Hours and Compensation Requested	2894.1	\$967,182.30

⁷ The "Amount" column reflects the 10% discount from Thompson Coburn's standard rates provided to Debtors.

EXHIBIT C

**SUMMARY OF HOURS AND AMOUNTS BILLED DURING
THE COMPENSATION PERIOD BY THOMPSON COBURN LLP,
ORGANIZED BY TIMEKEEPER**

I. Partners/Counsel

Name of Partner/Counsel	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Chris Hohn	1995 - MO	Business Litigation	\$430	2.9	\$1,247.00
Matt Landwehr	2002 - MO	Business Litigation	\$365	0.5	\$182.50
Mark Mattingly	2000 - IL	Business Litigation	\$330	387.1	\$127,743.00
			\$345	1442.5	\$497,662.50
Robert Shapiro	1996 - NY	International Trade	\$560	0.5	\$280.00
Frederick Strasheim	1992 - MN	Corporate & Securities	\$465	1.5	\$697.50
Timothy Sullivan	1975 - VA	Government Contracts	\$560	0.5	\$280.00
David Warfield	1984 - MO	Financial Restructuring	\$510	22.3	\$11,373.00
Roman Wuller	1986 - MO	Business Litigation	\$475	164.5	\$78,137.50
			\$495	562.9	\$278,635.50
Total Partners and Counsel				2585.2	\$996,239.00
Total Fees with 10% discount applied					\$896,614.65

II. Associates

Name of Associate	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Brandi Burke	2006 - IN	Business Litigation	\$295	68.5	\$20,207.50
Matthew Guletz	2005 - MO	Business Litigation	\$310	0.8	\$248.00
David Mangian	2009 - MO	Business Litigation	\$240	4.6	\$1,104.00
			\$260	172.1	\$44,746.00
Thomas Risberg	2012 - MO	Business Litigation	\$225	2.7	\$607.50
Felicia Williams	2010 - MO	Business Litigation	\$240	9.8	\$2,352.00
Total Associates				258.5	\$69,265.00
Total Fees with 10% discount applied					\$62,338.50

III. Paraprofessionals

Name	Department	Hourly Rate	Total Hours Billed	Total Fees
Jen Bedard	Trial Support Specialist	\$170	0.2	\$34.00
Jill Frederking	Trial Support Supervisor	\$190	0.2	\$38.00
Kathy McWherter	Clerk, Business Litigation	\$110	1.2	\$132.00
Tina McElhattan	Lit. Support Analyst	\$130	1.1	\$143.00

Donna K. Murray	Analyst, Tobacco Litigation	\$195	1.7	\$331.50
Miriam Parrish	Lit. Support Project Manager	\$180	0.3	\$54.00
		\$185	41	\$7,585.00
Jacqueline Wallach	Lit. Support Specialist	\$175	0.8	\$140.00
		\$180	0.7	\$126
Holly Weber	Paralegal, Business Litigation	\$175	3.2	\$560
Total			50.4	\$9,143.50
Total Fees with 10% discount applied				\$8,229.15

EXHIBIT D-1

**ACTUAL AND NECESSARY EXPENSES INCURRED BY THOMPSON COBURN LLP
ON BEHALF OF THE DEBTORS SINCE THE THIRD INTERIM APPLICATION**

CATEGORY OF EXPENSES	AMOUNTS
Reproduction (copying)	\$336.12
Postage, courier & freight	\$511.52
Internal Document Management Services	\$507.50
Travel	\$5,874.03
Litigation Experts	\$10,400.00
Deposition Transcript Fees	\$774.50
Consulting Fees	12,692.20
Mediation Fees	\$5,755.85
TOTAL	\$36,851.72

EXHIBIT D-2

**SUMMARY OF HOURS AND AMOUNTS BILLED SINCE
THE THIRD INTERIM APPLICATION BY THOMPSON COBURN LLP,
ORGANIZED BY INTERNAL MATTER NAME**

Matter Name	Hours	Amount⁸
Bankruptcy	57.5	\$20,506.50
Bridgehouse	224.5	\$77,500.35
Keystone	131.4	\$43,285.95
Totals Hours and Compensation Requested	413.4	\$141,292.80

⁸ The "Amount" column reflects the 10% discount from Thompson Coburn's standard rates provided to Debtors.

EXHIBIT D-3

**SUMMARY OF HOURS AND AMOUNTS BILLED SINCE THE
THIRD INTERIM APPLICATION BY THOMPSON COBURN LLP,
ORGANIZED BY TIMEKEEPER**

I. Partners/Counsel

Name of Partner/Counsel	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Mark Mattingly	2000 – IL	Business Litigation	\$345	280.2	\$96,669.00
David Warfield	1984 – MO	Financial Restructuring	\$510	8.4	\$4,284.00
Roman Wuller	1986 – MO	Business Litigation	\$495	98.5	\$48,757.50
Total Partners and Counsel				387.1	\$149,710.50
Total Fees with 10% discount applied					\$134,739.45

II. Associates

Name of Associate	Year Admitted	Department	Hourly Rate	Total Hours Billed	Total Fees
Brandi Burke	2006 – IN	Business Litigation	\$295	16.1	\$4,749.50
David Mangian	2009 – MO	Business Litigation	\$260	8.6	\$2,236.00
Total Associates				22.8	\$6,985.50
Total Fees with 10% discount applied					\$6,286.95

III. Paraprofessionals

Name	Department	Hourly Rate	Total Hours Billed	Total Fees
Miriam Parrish	Lit. Support Project Manager	\$185	1.6	\$296.00
Total			1.6	\$296.00
Total Fees with 10% discount applied				\$266.40



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

September 24, 2013
Invoice #3003894

Patriot Coal Corporation
Attn: Joe Bean
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bankruptcy
TC File: 48538 / 105927

08/16/13	R. Wuller	0.70	Review and work on template for CSAs
08/21/13	M. Mattingly	2.30	Draft and revise monthly fee statement
08/22/13	R. Wuller	2.10	Work on terms and conditions for long-term CSA
08/23/13	D. Warfield	0.20	Review and file monthly operating statement
08/26/13	M. Mattingly	4.50	Review and revise long term contract template
08/29/13	R. Wuller	1.30	Work on template for long term CSA
08/30/13	M. Mattingly	1.10	Review invoices in preparation for filing quarterly fee statement (.8); draft pleading re additional timekeepers (.3)
08/31/13	R. Wuller	2.10	Work on long term CSA template

Total Hours	14.30	
Amount For Services		\$5,896.50

For Cash Outlays:

08/23/13	For overnight delivery service TO: Jacquelyn A Jones, Patriot Coal Corporation, 12312 Olive Blvd Ste 400, St Louis, MO 63141; VENDOR: Federal Express Corp. INVOICE#: 238578023, DATE: 08/29/2013, Tracking #: 796532589816, Shipment Date: 08/23/2013	\$9.93
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08/23/13	For overnight delivery service TO: Marshall S Huebner, Davis Polk & Wardwell, LLP, 450 Lexington Ave, New York, NY 10017; VENDOR: Federal Express Corp. INVOICE#: 238578023, DATE: 08/29/2013, Tracking #: 796532600744, Shipment Date: 08/23/2013	\$15.85
08/23/13	For overnight delivery service TO: Attn Lenora S Long, Office of United States Trustee, 111 S 10th St Ste 6 353, St Louis, MO 63102; VENDOR: Federal Express Corp. INVOICE#: 238578023, DATE: 08/29/2013, Tracking #: 796532604691, Shipment Date: 08/23/2013	\$9.93
08/23/13	For overnight delivery service TO: Marsha Goldstein, Esq, Weil, Gotshal & Manges LLP, 767 5th Ave, New York City, NY 10153; VENDOR: Federal Express Corp. INVOICE#: 238578023, DATE: 08/29/2013, Tracking #: 796532609682, Shipment Date: 08/23/2013	\$15.85
08/23/13	For overnight delivery service TO: Margot B Schonholtz, Wilkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019; VENDOR: Federal Express Corp. INVOICE#: 238578023, DATE: 08/29/2013, Tracking #: 796532614383, Shipment Date: 08/23/2013	\$16.72
08/23/13	For overnight delivery service TO: Adam C Rogoff, Kramer Levin Naftalis & Franke, 1177 Avenue Of The Americas, New York City, NY 10036; VENDOR: Federal Express Corp. INVOICE#: 238578023, DATE: 08/29/2013, Tracking #: 796532618941, Shipment Date: 08/23/2013	\$15.85
	For reproduction charges 57 @ \$0.08	\$4.56

Amount For Cash Outlays \$88.69

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	7.90	\$345.00	\$2,725.50
D. Warfield	0.20	\$510.00	\$102.00
R. Wuller	6.20	\$495.00	\$3,069.00
Total All Timekeepers	14.30	\$412.34	\$5,896.50

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For Services	\$5,896.50
Less 10% Discount	-589.65
Amount For Services	5,306.85
Amount For Cash Outlays	88.69

TOTAL DUE	\$5,395.54
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Invoice

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Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

September 24, 2013
Invoice #3003892

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bridgehouse
TC File: 48538 / 102962

08/01/13	M. Mattingly	0.70	Discuss disclosure of assets with J. Jones (.2); emails with J. Jones and A. Starr re asset disclosure (.1); internet research re asset (.4)
08/02/13	M. Mattingly	1.70	Prepare for and participate in call re collateral with B. Bennett, J. Jones, A. Starr and UK counsel (1.1); discuss retention issue with B. Hockett (.3); emails with R. Wuller re retention issue (.1); discuss communication by UK counsel and other settlement issues with opposing counsel (.2)
08/05/13	M. Mattingly	2.20	Emails re UK counsel with A. Starr and J. Jones (.1); emails with opposing counsel re information requests (.1); work on settlement agreement (2.0)
08/06/13	R. Wuller	1.10	Review emails re status or information from Ruhan (.3); conference with M. Mattingly re same (.2); work on settlement agreement (.6)
08/06/13	M. Mattingly	0.40	Email and telephone call with opposing counsel re settlement status (.3); email with J. Jones re status update (.1)
08/07/13	R. Wuller	1.10	Work on settlement agreement (.6); conference with M. Mattingly re same (.3); instructions to M. Mattingly re Ruhan information (.2)
08/07/13	M. Mattingly	6.10	Discuss settlement issues with opposing counsel (.1); multiple emails with J. Jones and A. Starr re assets (.2); emails with A. Starr re reimbursement for QC expense (.2); review MOU in light of settlement discussions with opposing counsel and in preparation for drafting settlement documents (.6); draft settlement agreement (5.0)
08/08/13	R. Wuller	2.40	Work on settlement agreement (1.6); conference with M. Mattingly re settlement agreement (.2); review information from Ruhan (.4); review emails from J. Jones and A. Tyler re same (.2)

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08/08/13	M. Mattingly	4.70	Discuss draft settlement agreement with R. Wuller (.2); draft and revise settlement agreement including making edits of R. Wuller and J. Jones (3.5); emails to client re draft settlement agreement (.1); multiple telephone calls with mediator re settlement status (.4); multiple telephone calls with J. Jones re settlement agreement, status of information requests to opposing counsel and next steps (.5)
08/09/13	R. Wuller	1.60	Work on settlement issues (1.1); conference with M. Mattingly re same (.3); review emails from client re same (.2)
08/09/13	M. Mattingly	6.10	Emails with opposing counsel, J. Jones and UK counsel re settlement
08/12/13	R. Wuller	1.60	Review emails re security interest issues (.3); revise consent judgment (.5); conference with M. Mattingly re same (.3); revise settlement agreement (.5)
08/12/13	M. Mattingly	5.30	Multiple emails with J. Jones and A. Starr re draft settlement agreement (.3); review edits to consent judgment by H. Jernigan and emails re same (.3); draft and revise consent judgment and other settlement related documents per edits by client and counsel (4.7)
08/13/13	R. Wuller	1.10	Review A. Starr's email with suggested change to settlement agreement (.1); work on consent judgment (.4); conference with M. Mattingly re same (.2); revise settlement agreement (.4)
08/13/13	M. Mattingly	4.40	Review and analyze draft engagement letter for UK counsel (1.0); discuss draft engagement letter with R. Wuller (.2); discuss suggested edits to draft engagement letter with J. Jones (.2); emails with H. Jernigan re draft settlement documents and revisions to same (.1); emails with J. Jones and UK counsel re settlement status (.1); work on and revise settlement documents (2.8)
08/14/13	R. Wuller	1.60	Review emails and information from R. Tyler (.2); review proposed changes to settlement documentation (.6); work on settlement documentation (.6); conference with M. Mattingly re same (.2)
08/14/13	M. Mattingly	2.60	Emails with A. Starr, H. Jernigan and UK counsel re settlement documents and revisions to same (.3); revise settlement documents including edits of counsel and R. Wuller (2.3)
08/15/13	R. Wuller	0.80	Review and revise settlement documentation (.6); conference with M. Mattingly re same (.2)
08/15/13	M. Mattingly	1.00	Complete revisions to settlement documents and review same (.8); emails to J. Jones re settlement documents (.2)
08/16/13	R. Wuller	0.50	Review emails from R. Tyler re settlement issues (.1); conference with M. Mattingly re extension and timing issues (.2); revise settlement documentation (.2)

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08/16/13	M. Mattingly	0.50	Emails with UK counsel and J. Jones re status of settlement (.2); discuss extension of time with R. Wuller for settlement deadline (.2); discuss extension of time to settlement deadline with opposing counsel (.1)
08/19/13	R. Wuller	0.50	Review emails re settlement issues (.3); work on settlement issues (.2)
08/19/13	M. Mattingly	1.30	Review J. Jones edits to settlement documents and emails re same (.4); revise settlement documents per J. Jones edits (.5); emails with opposing counsel re extension of time to settlement deadline (.1); emails with J. Jones and R. Wuller re extension of time (.2); emails with UK counsel re status of settlement (.1)
08/21/13	R. Wuller	0.20	Emails to and from J. Jones, R. Tyler and M. Mattingly re settlement issues
08/22/13	R. Wuller	0.50	Review outstanding settlement issues (.2); review emails re same (.1); review emails re Qatar litigation (.1); instructions to M. Mattingly re same (.1)
08/22/13	M. Mattingly	0.80	Discuss Qatar litigation and settlement issues with J. Jones (.4); emails with opposing counsel re Qatar litigation and settlement status (.2); emails with J. Jones re settlement and Qatar litigation (.2)
08/23/13	M. Mattingly	1.00	Review settlement documents prior to sending to opposing counsel (.8); draft email to opposing counsel re settlement documents (.2)
08/28/13	R. Wuller	0.30	Review emails re settlement issues (.1); telephone call to M. Mattingly re same (.2)
08/30/13	R. Wuller	0.30	Review emails from G. Bowles and English counsel re settlement issues (.2); conference with M. Mattingly re same (.1)
08/30/13	M. Mattingly	0.90	Discuss lack of progress re settlement with opposing counsel (.1); draft email to J. Jones re settlement updates (.1); discuss settlement issues with J. Jones (.4); update R. Wuller re settlement progress (.2); draft email to opposing counsel re outstanding information requests (.1)

Total Hours	53.30
Amount For Services	\$20,428.50

For Cash Outlays:

08/06/13	For transcript charge regarding deposition of John L. Weiss on May 7, 2013; VENDOR: Atkinson-Baker, Inc.; INVOICE#: A704EDC_AA; DATE: 5/30/2013	\$774.50
08/06/13	For travel expenses in Washington, DC on July 16, 2013 through July 18, 2013; VENDOR: Wuller, Roman P.; INVOICE#: AG0315857; DATE: 7/16/2013	\$922.92

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For Cash Outlays:

08/06/13	For meal expenses in Washington, DC on July 16, 2013 through July 18, 2013; VENDOR: Wuller, Roman P.; INVOICE#: AG0315857; DATE: 7/16/2013	\$24.35
08/13/13	For travel expenses in Washington, DC on July 16, 2013 through July 18, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0316259; DATE: 7/16/2013	\$939.80
08/13/13	For meal expenses in Washington, DC on July 16, 2013 through July 18, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0316259; DATE: 7/16/2013	\$2.49
08/13/13	For professional services rendered through July 31, 2013 by expert, S. Schwartz; VENDOR: Energy Ventures Analysis, Inc.; INVOICE#: 2013_4; DATE: 8/9/2013	\$800.00
08/13/13	For travel expenses in Charleston, West Virginia on June 30, 2013 and July 1, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0316346; DATE: 6/30/2013	\$216.69
08/13/13	For meal expenses in Charleston, West Virginia on June 30, 2013 and July 1, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0316346; DATE: 6/30/2013	\$102.09
08/16/13	For consulting fees reimbursment for payment made on behalf of Thompson Coburn LLP for consulting in London during depositions; VENDOR: Davis, Polk & Wardwell LLP; INVOICE#: AG0316510; DATE: 8/16/2013	\$12,005.20
08/19/13	For Associate's Fees cost for copies during London Depositions; VENDOR: Cambridge Mercantile Corp. (U.S.A) for City Docs Ltd.; INVOICE #: 42653 DATE: 04/28/2013	\$211.65
08/21/13	For airfare for M. Mattingly to Charleston, WV on June 30, 2013; ticket 7252459432	\$496.80
08/21/13	For airfare for R. Wuller to St Louis, MO on July 1, 2013; ticket 7252459431	\$496.80
08/21/13	For airfare for R. Wuller to Washington, DC on July 16, 2013; ticket 0000AM4L9Z	\$758.80
08/21/13	For airfare for M. Mattingly to Washington, DC on July 16, 2013; ticket 0000AGBLBL	\$758.80
08/23/13	For arbitration/mediation services rendered fees for services provided by mediator, Donald B. O'Dell; VENDOR: O'Dell Law Mediation PLLC; INVOICE#: 13_055_AUG82013; DATE: 8/8/2013	\$5,755.85
	For reproduction charges 116 @ \$0.08	\$9.28

Amount For Cash Outlays \$24,276.02

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Patriot Coal Corporation

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	39.70	\$345.00	\$13,696.50
R. Wuller	13.60	\$495.00	\$6,732.00
Total All Timekeepers	53.30	\$383.27	\$20,428.50

For Services	\$20,428.50
Less 10% Discount	-2,042.85
Amount For Services	18,385.65
Amount For Cash Outlays	24,276.02

TOTAL DUE	\$42,661.67
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Invoice

Payment Due Upon Receipt



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

September 24, 2013
Invoice #3003893

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Keystone Industries
TC File: 48538 / 104514

08/06/13	R. Wuller	0.30	Work on summary judgment pleadings
08/06/13	M. Mattingly	4.70	Draft motion and memorandum for summary judgment (4.5); telephone call to opposing counsel re settlement (.1); email to J. Jones re settlement status (.1)
08/13/13	R. Wuller	0.40	Review issues re summary judgment
08/15/13	R. Wuller	0.60	Review and analyze Keystone motion to compel and memorandum in support (.4); conference with M. Mattingly re same (.2)
08/15/13	M. Mattingly	7.10	Draft and revise memorandum in support of motion for summary judgment (2.4); review and analyze defendant's motion to compel (.5); conduct legal research re motion to compel; draft opposition to motion to compel (3.6); review Keystone response to meet and confer letter and summarize issues re same (.6)
08/15/13	B. Burke	0.80	Review Keystone's motion to compel and cases cited therein (.6); review letter from opposing counsel re inadequacy of production (.2)
08/16/13	M. Mattingly	1.90	Emails with H. Jernigan re motion to compel (.3); work on response to motion to compel (1.6)
08/16/13	B. Burke	0.30	Review letter from opposing counsel re inadequacies in Keystone's document production (.2); review meet and confer letter to Keystone to assess adequacy of Keystone's response (.1)
08/19/13	M. Mattingly	3.30	Work on discovery issues raised in motion to compel and Patriot motion to compel
08/19/13	B. Burke	1.40	Review Keystone's discovery responses and document production to select supportive documents for response to Keystone's motion to compel

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September 24, 2013
Invoice #3003893
Page 2

Patriot Coal Corporation

08/20/13	R. Wuller	1.50	Work on discovery matters (.6); conference with M. Mattingly re same (.2); review mitigation/damage issues (.7)
08/20/13	M. Mattingly	4.50	Prepare for meet and confer call with opposing counsel (.5); meet and confer call with B. Burke and opposing counsel (1.0); work on discovery issue including motion to compel (3.0)
08/20/13	B. Burke	1.90	Review discovery related correspondence and discovery responses in advance of meet and confer call with opposing counsel (.8); determine next steps following meet and confer call with opposing counsel (.3); meet and confer call with opposing counsel to discuss discovery deficiencies (.8)
08/21/13	M. Mattingly	1.80	Work on discovery issues including reviewing follow on letter from counsel re meet and confer and draft letter re same
08/21/13	B. Burke	0.70	Review Keystone's responses to requests for admission to determine deficiencies (.2); review discovery letter from opposing counsel (.1); draft letter to opposing counsel summarizing meet and confer call (.4)
08/22/13	R. Wuller	0.70	Conference with M. Mattingly re discovery issues (.4); review documents for production (.3)
08/26/13	R. Wuller	0.10	Review and revise draft order re Keystone's motion to compel
08/27/13	M. Mattingly	5.20	Draft summary judgment memorandum and motion
08/27/13	B. Burke	0.10	Review draft motion to stay Keystone's motion to compel pending meet and confer process and emails with counsel re same
08/28/13	R. Wuller	0.30	Telephone call from J. Bean re Keystone ownership issues (.1); telephone call to M. Mattingly re same (.2)
08/28/13	M. Mattingly	5.10	Work on summary judgment including drafting affidavit in support of motion for summary judgment
08/29/13	R. Wuller	2.50	Review additional documents and information sent by client (2.2); conference with M. Mattingly re mitigation issues and discovery issues (.3)
08/29/13	M. Mattingly	5.50	Prepare for call re discovery responses (.5); telephone call with B. Bennett, J. Jones and P. Schnapp re discovery responses (.8); review additional documents provided by P. Schnapp (3.0); redact documents for confidential and irrelevant business information; work on privilege log (1.2)
08/30/13	R. Wuller	1.50	Work on discovery issues (1.3); conference with M. Mattingly re same (.2)
08/30/13	M. Mattingly	4.20	Conduct and review legal research re defenses asserted in answer and discovery (2.7); review and analyze documents provided by client (1.5)

Total Hours 56.40
Amount For Services \$20,383.00

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September 24, 2013
Invoice #3003893
Page 3

Patriot Coal Corporation

For Cash Outlays:

08/30/13	For document management services related to incoming and outgoing production for August, 2013		\$192.50
	For reproduction charges	64 @ \$0.08	\$5.12

Amount For Cash Outlays \$197.62

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
B. Burke	5.20	\$295.00	\$1,534.00
M. Mattingly	43.30	\$345.00	\$14,938.50
R. Wuller	7.90	\$495.00	\$3,910.50
Total All Timekeepers	56.40	\$361.40	\$20,383.00

For Services	\$20,383.00
Less 10% Discount	-2,038.30
Amount For Services	18,344.70
Amount For Cash Outlays	197.62

TOTAL DUE	\$18,542.32
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Invoice

Payment Due Upon Receipt



Remit To:
 P.O. Box 18379M
 St. Louis, Missouri 63195

ACH Instructions:
 Account Name: Thompson Coburn LLP
 Bank: U.S. Bank
 ABA/Routing Number: 021052053
 Account Number: 25657335
 Please reference invoice number(s).

Direct Correspondence To:
 314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

October 23, 2013
 Invoice #3008861

Patriot Coal Corporation
 Attn: Joe Bean
 12312 Olive Boulevard
 Suite 400
 St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bankruptcy

TC File: 48538 / 105927

09/04/13	M. Mattingly	6.40	Draft and revise third interim fee statement
09/05/13	M. Mattingly	1.60	Review and revise third interim fee application
09/05/13	D. Warfield	1.00	Review, revise, and file third interim fee application
09/27/13	M. Mattingly	0.50	Review and revise monthly fee application
09/27/13	D. Warfield	0.30	Review and file monthly statement

Total Hours 9.80

Amount For Services \$3,595.50

For Cash Outlays:

09/05/13	For overnight delivery service TO: Jacquelyn A Jones, Patriot Coal Corporation, 12312 Olive Blvd Ste 400, St Louis, MO 63141; VENDOR: Federal Express Corp. INVOICE#: 239977400, DATE: 09/12/2013, Tracking #: 796623818588, Shipment Date: 09/05/2013	\$10.02
09/05/13	For overnight delivery service TO: Marshall S Huebner, Davis Polk & Wardwell, LLP, 450 Lexington Ave, New York, NY 10017; VENDOR: Federal Express Corp. INVOICE#: 239977400, DATE: 09/12/2013, Tracking #: 796623826601, Shipment Date: 09/05/2013	\$16.00

Invoice

Payment Due Upon Receipt

October 23, 2013

Invoice #3008861

Page 2

Patriot Coal Corporation

For Cash Outlays:

09/05/13	For overnight delivery service TO: Attn Lenora S Long, Office of United States Trustee, 111 S 10th St Ste 6 353, St Louis, MO 63102; VENDOR: Federal Express Corp. INVOICE#: 239977400, DATE: 09/12/2013, Tracking #: 796623833691, Shipment Date: 09/05/2013	\$10.02
09/05/13	For overnight delivery service TO: Margot B Schonholtz, Wilkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019; VENDOR: Federal Express Corp. INVOICE#: 239977400, DATE: 09/12/2013, Tracking #: 796623839634, Shipment Date: 09/05/2013	\$16.87
09/05/13	For overnight delivery service TO: Adam C Rogoff, Kramer Levin Naftalis & Franke, 1177 Avenue Of The Americas, New York City, NY 10036; VENDOR: Federal Express Corp. INVOICE#: 239977400, DATE: 09/12/2013, Tracking #: 796623847643, Shipment Date: 09/05/2013	\$16.00
09/05/13	For overnight delivery service TO: Marsha Goldstein, Esq, Weil, Gotshal & Manges LLP, 767 5th Ave, New York City, NY 10153; VENDOR: Federal Express Corp. INVOICE#: 239977400, DATE: 09/12/2013, Tracking #: 796623864874, Shipment Date: 09/05/2013	\$16.00
09/27/13	For overnight delivery service TO: Marsha Goldstein, Esq, Weil, Gotshal & Manges LLP, 767 5th Ave, New York City, NY 10153; VENDOR: Federal Express Corp. INVOICE#: 242215906, DATE: 10/03/2013, Tracking #: 796789889750, Shipment Date: 09/27/2013	\$16.00
09/27/13	For overnight delivery service TO: Adam C Rogoff, Kramer Levin Naftalis & Franke, 1177 Avenue Of The Americas, New York City, NY 10036; VENDOR: Federal Express Corp. INVOICE#: 242215906, DATE: 10/03/2013, Tracking #: 796789894715, Shipment Date: 09/27/2013	\$16.00
09/27/13	For overnight delivery service TO: Margot B Schonholtz, Wilkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019; VENDOR: Federal Express Corp. INVOICE#: 242215906, DATE: 10/03/2013, Tracking #: 796789899257, Shipment Date: 09/27/2013	\$16.87
09/27/13	For overnight delivery service TO: Attn Lenora S Long, Office of United States Trustee, 111 S 10th St Ste 6 353, St Louis, MO 63102; VENDOR: Federal Express Corp. INVOICE#: 242215906, DATE: 10/03/2013, Tracking #: 796789904889, Shipment Date: 09/27/2013	\$10.02

*Invoice**Payment Due Upon Receipt*

October 23, 2013
Invoice #3008861
Page 3

Patriot Coal Corporation

For Cash Outlays:

09/27/13	For overnight delivery service TO: Marshall S Huebner, Davis Polk & Wardwell, LLP, 450 Lexington Ave, New York, NY 10017; VENDOR: Federal Express Corp. INVOICE#: 242215906, DATE: 10/03/2013, Tracking #: 796789912935, Shipment Date: 09/27/2013	\$16.00
09/27/13	For overnight delivery service TO: Jacquelyn A Jones, Patriot Coal Corporation, 12312 Olive Blvd Ste 400, St Louis, MO 63141; VENDOR: Federal Express Corp. INVOICE#: 242215906, DATE: 10/03/2013, Tracking #: 796789920381, Shipment Date: 09/27/2013	\$10.02
	For reproduction charges 180 @ \$0.08	\$14.40
	For color reproduction charges 17 @ \$0.21	\$3.57

Amount For Cash Outlays \$187.79

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	8.50	\$345.00	\$2,932.50
D. Warfield	1.30	\$510.00	\$663.00
Total All Timekeepers	9.80	\$366.89	\$3,595.50

For Services \$3,595.50
Less 10% Discount -359.55

Amount For Services 3,235.95
Amount For Cash Outlays 187.79

TOTAL DUE	\$3,423.74
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Invoice

Payment Due Upon Receipt



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReivable@ThompsonCoburn.com

TIN 43-0666662

October 23, 2013
voice #3008859

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

for Legal Services Rendered in Connection With:

ridgehouse
C File: 48538 / 102962

9/03/13	R. Wuller	1.30	Review and analyze defendants' changes to settlement agreement and exhibits (.9); review M. Mattingly's analysis of settlement issues and conference re same (.4)
9/03/13	M. Mattingly	1.40	Multiple emails with opposing counsel re status of information requests (.2); emails with R. Wuller and J. Jones re status of discussions with opposing counsel (.1); review and analyze edits to draft settlement documents by opposing counsel and discuss the same with R. Wuller (.7); draft analysis of opposing counsel edits to settlement documents to J. Jones and R. Wuller (.4)
9/04/13	R. Wuller	0.90	Telephone call from J. Bean and J. Jones re settlement issues (.1); conference with M. Mattingly re same (.2); work on report to court on failure of defendants to comply with MOU (.4); conference with M. Mattingly re same (.2)
9/04/13	M. Mattingly	3.10	Draft and revise notice re stay (3.0); draft email re notice of stay to J. Jones (.1)
9/05/13	R. Wuller	1.20	Work on pleadings to file with court re failure to comply with MOU (.3); review J. Jones' changes to same (.1); review option of enforcing MOU (.8)
9/05/13	M. Mattingly	2.80	Review and revise draft notice of stay including making client edits (1.2); emails with J. Jones re draft notice of stay (.2); telephone calls with J. Jones re settlement (.2); telephone call with opposing counsel re settlement (.1); draft letter re expiration of due diligence period (.8); discuss settlement strategy with R. Wuller (.3)

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October 23, 2013
Voice #3008859
Page 2

Patriot Coal Corporation

9/06/13	R. Wuller	1.80	Telephone call from J. Bean re status (.2); review emails re same (.3); email to J. Bean and J. Jones re status report (.3); revise draft notice to court (.2); review options enforcing MOU (.8)
9/06/13	M. Mattingly	3.20	Telephone call with opposing counsel re settlement (.1); telephone calls with J. Jones re settlement status and strategy (.4); draft and revise letter re expiration of stay including making revisions of R. Wuller (2.7)
9/09/13	R. Wuller	1.20	Work on letter to G. Bowles re settlement issues (.2); review possible alternatives on settlement (.7); conference with M. Mattingly re same (.3)
9/09/13	M. Mattingly	1.20	Telephone call with opposing counsel re settlement issues (.1); discuss settlement strategy and letter re expiration of due diligence period and stay with J. Jones (.4); discuss settlement and letter re due diligence period with R. Wuller (.3); revise letter per client and R. Wuller edits and finalize the same (.4)
9/10/13	M. Mattingly	4.00	Draft notice re expiration of stay for filing with the court and file same
9/10/13	D. Mangian	0.70	Legal research and analysis re motion to enforce settlement agreement
9/11/13	R. Wuller	1.70	Telephone calls to and from J. Bean re settlement issues (.4); telephone call to J. Jones re same (.3); review emails from S. McNally and English counsel re settlement issues (.2); revise draft pleadings updating court on status (.3); review options re settlement (.5)
9/11/13	M. Mattingly	2.30	Telephone call with mediator re settlement issues (.1); telephone calls with J. Jones re settlement issues (.3); telephone call with opposing counsel re settlement (.2); draft supplemental notice re settlement and expiration of stay and file same with the court (1.3); emails with opposing counsel re settlement (.2); emails with client and UK counsel re settlement (.2)
9/11/13	D. Mangian	0.30	Review and analyze memorandum of understanding
9/12/13	R. Wuller	0.80	Review and revise draft motion to enforce settlement (.5); telephone calls to M. Mattingly re same and other settlement issues (.3)
9/12/13	M. Mattingly	5.60	Draft motion to enforce settlement agreement and memorandum in support of same (4.9); emails with opposing counsel re settlement (.1); telephone calls with J. Jones re settlement issues (.3); discuss settlement issues with R. Wuller (.3)
9/13/13	R. Wuller	1.60	Telephone call from J. Bean re settlement issues (.2); review J. Jones proposed changes to motion to enforce settlement (.2); work on motion to enforce settlement (.4); conference call with mediator, G. Bowles and M. Mattingly re settlement issues (.5); conference call with J. Bean, J. Jones and M. Mattingly re call with defense counsel and mediator (.3)
9/13/13	M. Mattingly	0.50	Prepare for and participate in telephone call with R. Wuller, mediator and opposing counsel re settlement issues

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October 23, 2013
voice #3008859
page 3

atriot Coal Corporation

9/16/13	R. Wuller	2.10	Telephone call to J. Jones re settlement issues (.2); telephone calls to and from G. Bowles re same (.2); work on settlement issues (1.3); review emails re same (.2); conference with M. Mattingly re settlement issues (.2)
9/16/13	M. Mattingly	0.80	Telephone call with opposing counsel re settlement issues (.3); telephone calls with J. Jones re settlement (.2); discuss settlement strategy with R. Wuller (.2); emails with UK counsel re settlement (.1)
9/17/13	R. Wuller	1.30	Telephone calls from G. Bowles re settlement issues (.2); work on settlement agreement (.9); conference with M. Mattingly re settlement agreement (.2)
9/18/13	R. Wuller	1.30	Email to J. Bean re status (.1); work on settlement issues (.4); review issues re confidentiality raised by G. Bowles (.2); work on revised settlement agreement (.4); review J. Jones proposed changes to settlement agreement (.2)
9/18/13	M. Mattingly	2.90	Revise settlement agreement including making client edits (2.4); emails with J. Jones and UK and bankruptcy counsel re settlement agreement (.3); review client edits to settlement agreement (.2)
9/19/13	R. Wuller	0.70	Review emails from R. Tyler re settlement issues (.2); review R. Tyler's proposed changes to settlement agreement (.2); conference with M. Mattingly re finalization of settlement agreement (.3)
9/19/13	M. Mattingly	0.40	Review revised settlement agreement before sending to opposing counsel (.3); email to opposing counsel re revised settlement agreement (.1)
9/20/13	R. Wuller	0.60	Finalize draft of settlement agreement; review emails re same
9/23/13	R. Wuller	1.10	Work on settlement issues (.5); review G. Bowles proposed changes to settlement agreement (.3); instructions to M. Mattingly re same (.3)
9/23/13	M. Mattingly	0.90	Review edits to draft settlement agreement proposed by opposing counsel (.3); discuss proposed edits and next steps with R. Wuller (.3); multiple telephone calls with J. Jones re settlement status and next steps (.2); discussion with G. Bowles re settlement status (.1)
9/24/13	R. Wuller	0.50	Review emails re security interest issues (.3); conference with M. Mattingly re same (.2)
9/25/13	R. Wuller	0.40	Review emails re status of settlement issues (.2); conference with M. Mattingly re same (.2)
9/26/13	R. Wuller	1.90	Conference call with client representatives re status and options (.5); revise settlement agreement (.4); review emails from G. Bowles re settlement issues (.3); telephone call to J. Jones and left message re same (.1); conference with M. Mattingly re same (.6)

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October 23, 2013
 Invoice #3008859
 Page 4

Triot Coal Corporation

9/26/13	M. Mattingly	1.90	Discuss settlement status with R. Wuller (.6); discuss settlement with D. O'Dell (.2); emails with opposing counsel re settlement (.2); telephone call with B. Bennett, J. Bean, J. Jones and R. Wuller (.3); telephone call with opposing counsel re settlement status (.1); revise and finalize settlement agreement (.4); emails with J. Jones re finalized settlement agreement (.1)
9/27/13	R. Wuller	0.20	Conference with M. Mattingly re settlement
9/27/13	M. Mattingly	0.20	Multiple emails with opposing counsel re settlement and discuss same with R. Wuller
9/30/13	R. Wuller	1.60	Emails to and from G. Bowles re settlement (.4); conferences with M. Mattingly re settlement issues (.2); telephone call from J. Bean re settlement issues (.2); emails to and from client re settlement issues (.2); review options if defendants fail to comply (.6)
9/30/13	M. Mattingly	1.00	Multiple emails and telephone calls with G. Bowles re settlement issues (.4); discuss settlement status and strategy with R. Wuller (.2); multiple telephone calls with J. Jones re settlement strategy (.3); telephone call with J. Bean and R. Wuller re settlement (.1)

Total Hours	55.40
Amount For Services	\$22,358.00

For Cash Outlays:

For reproduction charges	227 @ \$0.08	\$18.16
For color reproduction charges	10 @ \$0.21	\$2.10

Amount For Cash Outlays	\$20.26
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TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
D. Mangian	1.00	\$260.00	\$260.00
M. Mattingly	32.20	\$345.00	\$11,109.00
R. Wuller	22.20	\$495.00	\$10,989.00
Total All Timekeepers	55.40	\$403.57	\$22,358.00

Invoice

Payment Due Upon Receipt

October 23, 2013
Invoice #3008859
Page 5

Patriot Coal Corporation

For Services	\$22,358.00
Less 10% Discount	-2,235.80
Amount For Services	20,122.20
Amount For Cash Outlays	20.26

TOTAL DUE	\$20,142.46
------------------	--------------------

Invoice

Payment Due Upon Receipt



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

October 23, 2013
Invoice #3008860

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

for Legal Services Rendered in Connection With:

Keystone Industries
C File: 48538 / 104514

9/05/13	M. Mattingly	2.70	Discuss case status and discovery issues with J. Jones (.5); review documents provided for client for responsiveness to discovery requests (2.2)
9/17/13	B. Burke	0.10	Review draft protective order from opposing counsel and respond to opposing counsel re same
9/18/13	R. Wuller	0.60	Work on discovery matters (.3); review draft protective order (.3)
9/19/13	R. Wuller	0.40	Emails from and to J. Bean re strategy (.2); review status of Keystone's production of ownership documents (.2)
9/23/13	M. Mattingly	1.50	Discuss case status with J. Jones (.3); review discovery responses re Keystone Global and ownership information (.5); discuss damages with S. Schwartz (.7)
9/23/13	B. Burke	0.10	Review scope of ownership information provided by Keystone in discovery
9/24/13	R. Wuller	0.90	Review supplemental discovery responses and documents produced by Keystone (.7); conference with M. Mattingly re same (.2)
9/24/13	M. Mattingly	6.80	Review supplemental discovery response and documents produced by other side (4.5); draft analysis of supplemental discovery (.5); discuss supplemental discovery with R. Wuller (.2); conduct legal research re damages claims (1.6)
9/24/13	B. Burke	0.30	Review supplemental discovery responses from Keystone
9/25/13	R. Wuller	1.70	Review Keystone supplemental production (1.4); conference with M. Mattingly re same (.2); work on email to client re same (.1)
9/25/13	B. Burke	0.40	Prepare privilege and redaction log

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October 23, 2013
Invoice #3008860
Page 2

atriot Coal Corporation

9/26/13	R. Wuller	0.70	Review Keystone Global documents
9/26/13	M. Parrish	0.60	Manage processing and upload of opposing party production to review platform
9/27/13	R. Wuller	0.50	Review Keystone's supplemental disclosures

Total Hours	17.30
Amount For Services	\$6,547.50

For Cash Outlays:

For reproduction charges	31 @ \$0.08	\$2.48
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Amount For Cash Outlays	\$2.48
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TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
B. Burke	0.90	\$295.00	\$265.50
M. Mattingly	11.00	\$345.00	\$3,795.00
M. Parrish	0.60	\$185.00	\$111.00
R. Wuller	4.80	\$495.00	\$2,376.00
Total All Timekeepers	17.30	\$378.47	\$6,547.50

Amount For Services	\$6,547.50
Less 10% Discount	-654.75
Amount For Services	5,892.75
Amount For Cash Outlays	2.48

TOTAL DUE	\$5,895.23
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Invoice

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Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

November 15, 2013
Invoice #3011484

Patriot Coal Corporation
Attn: Joe Bean
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bankruptcy

TC File: 48538 / 105927

10/02/13	R. Wuller	0.70	Review questions from trustee on bills (.3); conferences with M. Mattingly re same (.2); telephone call to M. Mattingly re draft email to trustee (.2)
10/02/13	D. Warfield	2.10	Telephone call from L. Long re questions on Thompson Coburn invoices (.3); three discussions with M. Mattingly re specific expense items (.4); draft correspondence for U.S. Trustee detailing response (.5); independent review of invoices and expenses (.9)
10/03/13	R. Wuller	0.50	Review issues raised by trustee and work on answers to same
10/03/13	D. Warfield	0.30	Exchange correspondence with U.S. Trustee on expense questions
10/15/13	R. Wuller	0.20	Review notices of court re plan and hearings
10/16/13	M. Mattingly	0.20	Review notice re objections to proposed plan
10/17/13	R. Wuller	0.20	Review notices from Patriot re matters scheduled for hearing
10/18/13	R. Wuller	0.20	Review notices from court re hearing on outstanding issues
10/18/13	D. Warfield	0.40	Correspond with B. Walsh re supplemental disclosure (.2); discussions with M. Mattingly re same on two occasions (.2)
10/21/13	R. Wuller	0.60	Review issues raised by bankruptcy court; conference with M. Mattingly re issues raised by bankruptcy court
10/21/13	M. Mattingly	2.70	Discuss fee application and expenses with bankruptcy counsel (.3); discuss fee application with R. Wuller (.2); discuss fee application with D. Warfield (.2); review fee expense information in preparation for hearing (2.0)

Invoice

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November 15, 2013
Invoice #3011484
Page 2

Patriot Coal Corporation

10/21/13	D. Warfield	1.00	Conference with B. Walsh re court's questions (.1); draft supplemental disclosure and update conflicts search (.6); discuss Judge's questions with M. Mattingly (.3)
10/22/13	R. Wuller	0.80	Review information requested by court (.5) conferences with M. Mattingly re same (.3)
10/22/13	M. Mattingly	2.10	Review materials re third interim fee application and discuss same with D. Warfield (1.7); review and revise spreadsheet re litigation support services (.4)
10/22/13	D. Warfield	1.50	Appear in court on fee application hearings and questions by court
10/25/13	M. Mattingly	1.30	Work on monthly fee application (.5); work on documents to be provided to Court re expenses (.8)
10/25/13	D. Warfield	0.20	Review and file monthly statement
10/28/13	R. Wuller	0.40	Review and revise draft email to court re expenses
10/28/13	M. Mattingly	2.30	Review documents related to expenses and draft email to court re same
10/28/13	D. Warfield	0.30	Edit explanation provided to court re expenses

18.00

Total Hours

Amount For Services

\$7,707.00

For Cash Outlays:

10/25/13	For overnight delivery service TO: Jacquelyn A Jones, Patriot Coal Corporation, 12312 Olive Blvd Ste 400, St Louis, MO 63141; VENDOR: Federal Express Corp. INVOICE#: 245140915, DATE: 10/31/2013, Tracking #: 797006699138, Shipment Date: 10/25/2013	\$10.11
10/25/13	For overnight delivery service TO: Marshall S Huebner, Davis Polk & Wardwell, LLP, 450 Lexington Ave, New York, NY 10017; VENDOR: Federal Express Corp. INVOICE#: 245140915, DATE: 10/31/2013, Tracking #: 797006703318, Shipment Date: 10/25/2013	\$16.14
10/25/13	For overnight delivery service TO: Attn Lenora S Long, Office of United States Trustee, 111 S 10th St Ste 6 353, St Louis, MO 63102; VENDOR: Federal Express Corp. INVOICE#: 245140915, DATE: 10/31/2013, Tracking #: 797006708490, Shipment Date: 10/25/2013	\$10.11

Invoice

Payment Due Upon Receipt

November 15, 2013
Invoice #3011484
Page 3

Patriot Coal Corporation

10/25/13	For overnight delivery service TO: Margot B Schonholtz, Wilkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019; VENDOR: Federal Express Corp. INVOICE#: 245140915, DATE: 10/31/2013, Tracking #: 797006712827, Shipment Date: 10/25/2013	\$17.03
10/25/13	For overnight delivery service TO: Adam C Rogoff, Kramer Levin Naftalis & Franke, 1177 Avenue Of The Americas, New York City, NY 10036; VENDOR: Federal Express Corp. INVOICE#: 245140915, DATE: 10/31/2013, Tracking #: 797006716991, Shipment Date: 10/25/2013	\$16.14
10/25/13	For overnight delivery service TO: Marsha Goldstein, Esq, Weil, Gotshal & Manges LLP, 767 5th Ave, New York City, NY 10153; VENDOR: Federal Express Corp. INVOICE#: 245140915, DATE: 10/31/2013, Tracking #: 797006721317, Shipment Date: 10/25/2013	\$16.14
	For reproduction charges 149 @ \$0.08	\$11.92

Amount For Cash Outlays **\$97.59**

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	8.60	\$345.00	\$2,967.00
D. Warfield	5.80	\$510.00	\$2,958.00
R. Wuller	3.60	\$495.00	\$1,782.00
Total All Timekeepers	18.00	\$428.17	\$7,707.00

For Services	\$7,707.00
Less 10% Discount	-770.70

Amount For Services	6,936.30
Amount For Cash Outlays	97.59

TOTAL DUE	\$7,033.89
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Invoice

Payment Due Upon Receipt



November 15, 2013
Invoice #3011482

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bridgehouse
TC File: 48538 / 102962

10/01/13	R. Wuller	0.90	Review options to pursue if no payment is made by Sentrum (.5); emails to and from client re same (.2); review G. Bowles emails re same (.2)
10/01/13	M. Mattingly	0.50	Multiple emails with opposing counsel re payment (.2); emails with client re settlement and payment (.1); discuss settlement status with J. Jones (.2)
10/03/13	R. Wuller	1.10	Emails to and from client re settlement issue (.2); telephone call to G. Bowles re same (.2); emails to and from G. Bowles re settlement issues (.2); conference calls with client representatives re settlement issues (.5)
10/04/13	R. Wuller	0.50	Emails to and from client re status and strategy (.2); conference with M. Mattingly re same (.3)
10/07/13	R. Wuller	1.20	Review options with court (.4); conferences with M. Mattingly re same (.4); review local counsel's thoughts on same (.3); emails with client re same (.1)
10/08/13	R. Wuller	0.60	Conference with and instructions to M. Mattingly re redrafting motion to enforce settlement (.3); review emails from client re same (.1); telephone call from J. Bean re same (.2)
10/09/13	R. Wuller	0.80	Conference with M. Mattingly re motion to enforce settlements (.3); review draft same (.5)
10/09/13	M. Mattingly	4.00	Draft memorandum in support of motion to enforce settlement agreement

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Patriot Coal Corporation

10/10/13	R. Wuller	1.60	Work on motion and memorandum to enforce settlement (.8); review J. Jones' proposed changes (.3); conference with M. Mattingly re motion to enforce settlement (.3); review emails from client and defendant's counsel re same (.2)
10/10/13	M. Mattingly	3.80	Revise memorandum in support of motion to enforce settlement, including making client edits (2.5); draft motion to file documents under seal and redact publicly filed documents (.6); discuss memorandum and redaction issues with J. Jones (.2); review material for what can be publicly shared per J. Jones request and draft email re same to J. Jones (.4); emails with opposing counsel re failure to pay amounts due under settlement agreement (.1)
10/11/13	R. Wuller	0.30	Conference with M. Mattingly re setting motion (.2); review email from G. Bowles re payment issues (.1)
10/11/13	M. Mattingly	0.20	Draft email to bankruptcy counsel re motion to enforce settlement
10/15/13	R. Wuller	0.60	Review emails re motion to expedite; work on motion to expedite hearing
10/15/13	M. Mattingly	1.20	Draft motion for expedited hearing on motion to enforce settlement
10/16/13	R. Wuller	1.10	Work on motion to expedite hearing (.6); finalize motion for expedited hearing (.3); review local counsel proposed addition to motion (.1); instructions to M. Mattingly re same (.1)
10/16/13	M. Mattingly	1.40	Revise motion for expedited hearing and finalize for filing (1.1); emails with H. Jernigan re motion for expedited hearing (.2); discuss motion and hearing issues with R. Wuller (.1)
10/18/13	R. Wuller	0.60	Review email and attachment from J. Jones re reimbursement of English counsel (.3); conference with M. Mattingly re response re reimbursement of English counsel (.2); review court order re hearing on motion to enforce settlement (.1)
10/18/13	M. Mattingly	0.70	Review settlement agreement re timing of expense reimbursement payment and draft email re same to J. Jones (.3); emails with H. Jernigan re hearing on motion to enforce settlement (.1); discuss expense reimbursement payment and hearing date on motion to enforce settlement with R. Wuller (.2); discuss expense reimbursement payment and hearing date on motion to enforce settlement with J. Jones (.1)
10/23/13	R. Wuller	0.10	Telephone call with J. Bean re status
10/24/13	R. Wuller	0.60	Conferences with M. Mattingly re inquiry from G. Bowles re changes to settlement (.3); telephone call to J. Jones re same (.2); revise email to G. Bowles re settlement agreement (.1)

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Page 3

Patriot Coal Corporation

10/24/13	M. Mattingly	1.20	Discuss proposed settlement modification with opposing counsel (.1); discuss settlement modification proposal with R. Wuller (.3); discuss proposed settlement modification with J. Jones (.2); draft email re proposed settlement modification to J. Jones for approval (.4); revise email re proposed settlement modification to opposing counsel (.2)
10/25/13	R. Wuller	0.40	Review brief filed by defendants on motion to enforce settlement (.3); review email from M. Mattingly re same (.1)
10/25/13	M. Mattingly	0.30	Emails with opposing counsel re settlement (.1); discuss settlement issues and nonpayment with J. Jones (.2)
10/29/13	M. Mattingly	0.70	Draft memorandum per court order re filing of documents under seal (.6); draft email to H. Jernigan re case update and hearing on motion to enforce settlement (.1)
10/30/13	R. Wuller	0.60	Work on reply brief in support of motion to enforce settlement (.4); conference with M. Mattingly re hearing re same (.1); review court order re motion to file under seal (.1)
10/30/13	M. Mattingly	4.10	Draft reply brief in support of motion to enforce settlement (3.6); discuss reply brief, hearing and case status with R. Wuller (.1); multiple emails with J. Jones re reply brief (.1); discuss reply brief with J. Jones (.3)
10/30/13	D. Mangian	1.00	Legal research and analysis re sanctions for failing to comply with settlement agreement
10/31/13	R. Wuller	0.50	Conference with M. Mattingly re court hearing on motion to enforce (.1); review local counsel email re same (.1); work on reply brief re motion to enforce (.3)
10/31/13	M. Mattingly	1.30	Draft and revise reply brief on motion to enforce settlement (1.2); draft email to H. Jernigan re reply brief and hearing (.1)

Total Hours		31.90	
Amount For Services			\$12,645.50

For Cash Outlays:

For reproduction charges	135 @ \$0.08	\$10.80
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Amount For Cash Outlays		\$10.80
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November 15, 2013
Invoice #3011482
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Patriot Coal Corporation

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
D. Mangian	1.00	\$260.00	\$260.00
M. Mattingly	19.40	\$345.00	\$6,693.00
R. Wuller	11.50	\$495.00	\$5,692.50
Total All Timekeepers	31.90	\$396.41	\$12,645.50

For Services	\$12,645.50
Less 10% Discount	-1,264.55
Amount For Services	11,380.95
Amount For Cash Outlays	10.80

TOTAL DUE	\$11,391.75
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Invoice

Payment Due Upon Receipt



November 15, 2013
Invoice #3011483

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

For Legal Services Rendered in Connection With:

Keystone Industries
TC File: 48538 / 104514

10/03/13	R. Wuller	0.40	Conference call with client re status and strategy (.3); review article re Keystone settling lawsuit (.1)
10/03/13	B. Burke	0.50	Prepare privilege log of documents withheld from production to Keystone
10/07/13	R. Wuller	0.20	Review emails from client re status (.1); instructions to M. Mattingly re same (.1)
10/08/13	R. Wuller	0.20	Review emails from client (.1); telephone call from client re same (.1)
10/08/13	M. Mattingly	1.40	Prepare for and participate in meet and confer call with opposing counsel re parties' document production
10/08/13	B. Burke	1.20	Review documents for inclusion on privilege log (.6); review forecast data to be produced to Keystone (.3); telephone call with opposing counsel re discovery (.3)
10/09/13	R. Wuller	1.10	Review research re damages (.7); instructions to M. Mattingly re expert report (.4)
10/09/13	M. Mattingly	2.10	Multiple telephone calls with S. Schwartz re expert report (1.2); emails with S. Schwartz re expert report (.2); review legal research and discuss same with B. Burke re UCC (.3); discuss expert report and status of same with R. Wuller (.4)
10/09/13	B. Burke	2.80	Prepare materials for expert (1.3); conduct research re determination of market value for purposes of calculating damages under the UCC (.5); prepare privilege log (.9); email opposing counsel re document redactions (.1)
10/10/13	R. Wuller	0.80	Work on expert report (.5); conference with M. Mattingly re same (.3)

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Patriot Coal Corporation

10/10/13	B. Burke	0.30	Review documents for production to Keystone
10/11/13	R. Wuller	0.80	Work on expert report/damage issues (.6); conference with M. Mattingly re same (.2)
10/11/13	M. Mattingly	0.30	Discuss expert report with S. Schwartz and R. Wuller
10/13/13	R. Wuller	0.50	Review and revise expert report
10/13/13	M. Mattingly	1.20	Review draft expert report and make comments to same
10/14/13	R. Wuller	0.80	Review client emails re expert report (.3); conferences with M. Mattingly re same (.5)
10/14/13	M. Mattingly	4.50	Discuss draft expert report with S. Schwartz and R. Wuller (.7); add client and attorney comments to expert report (1.5); discuss expert report with P. Schnapp (.2); discuss expert report with J. Jones (.3); emails with client re expert report (.6); review and finalize expert report prior to service of same (1.0); review certificate of service re expert report (.2)
10/14/13	B. Burke	2.30	Review draft expert report (.5); review documents marked privilege to select documents for inclusion on privilege log (1.8)
10/15/13	M. Parrish	0.60	Create draft privilege log for attorney review
10/15/13	B. Burke	1.50	Review documents marked as privileged and select documents for inclusion on privilege log
10/16/13	R. Wuller	0.40	Work on discovery issues
10/16/13	M. Mattingly	0.60	Work on document production issues including reviewing documents produced by client
10/16/13	M. Parrish	0.40	Create draft privilege log for attorney review
10/16/13	B. Burke	0.50	Prepare supplemental document production including expert documents and sales forecasts and projections for production to Keystone
10/17/13	R. Wuller	0.90	Conference with M. Mattingly re telephone call with Keystone counsel (.2); telephone call to J. Jones re same (.2); telephone conference with J. Jones re settlement issues (.2); review email from C. Ebetino re settlement issues (.1); instructions to M. Mattingly re settlement issues (.2)
10/17/13	M. Mattingly	1.10	Review and analyze expert's documents (.4); discuss settlement offer with opposing counsel (.2); discuss settlement offer with R. Wuller (.2); discuss settlement offer with J. Jones (.3)
10/17/13	B. Burke	0.90	Prepare log of privileged and redacted documents for submission to Keystone
10/18/13	M. Mattingly	0.50	Discuss settlement proposal with opposing counsel (.2); discuss proposal with R. Wuller (.1); discuss proposal with J. Jones (.2)
10/21/13	R. Wuller	0.90	Review and work on draft settlement agreement (.6); conference with M. Mattingly re draft settlement agreement (.2); email from client re

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Invoice #3011483
Page 3

Patriot Coal Corporation

			draft settlement agreement (.1)
10/21/13	M. Mattingly	4.70	Review and revise proposed settlement agreement provided by opposing counsel (4.2); discuss proposed settlement agreement and revisions to same with R. Wuller (.2); emails with J. Jones, B. Bennett and C. Ebetino re settlement agreement (.3)
10/22/13	R. Wuller	0.90	Conference with M. Mattingly re settlement agreement (.3); work on settlement agreement (.6)
10/22/13	M. Mattingly	2.60	Review court order re motion to file under seal (.1); revise settlement agreement and discuss same with R. Wuller (2.5)
10/23/13	R. Wuller	0.80	Work on settlement agreement
10/24/13	R. Wuller	1.10	Work on settlement agreement (.6); review emails from client re settlement agreement (.3); conference with M. Mattingly re same (.2)
10/24/13	M. Mattingly	2.30	Revise draft settlement agreement (1.4); discuss additional claw back language with D. Warfield (.3); discuss revisions to settlement agreement with R. Wuller (.2); discuss settlement agreement and revisions to same with J. Jones (.2); email to client re revised settlement agreement (.1); email to opposing counsel re settlement agreement (.1)
10/24/13	D. Warfield	0.70	Review and comment upon Keystone settlement agreement
10/25/13	R. Wuller	0.30	Review final version of settlement agreement and forward to Keystone
10/25/13	M. Mattingly	1.10	Discuss bankruptcy language with D. Warfield (.2); revise draft settlement agreement and review same (.7); emails with client re draft settlement agreement (.2)
10/25/13	D. Warfield	0.20	Discussion with M. Mattingly re additional language added to settlement agreement
10/28/13	R. Wuller	0.20	Review revised settlement agreement
10/28/13	M. Mattingly	0.90	Review further client edits to draft settlement agreement (.2); revise draft settlement agreement and review same before sending to opposing counsel (.6); draft email to opposing counsel re settlement agreement (.1)

Total Hours	45.50
Amount For Services	\$16,731.00

For Cash Outlays:

10/31/13	For document management services related to incoming and outgoing production for October, 2013;	\$315.00
	For reproduction charges	100 @ \$0.08
		\$8.00

Invoice

Payment Due Upon Receipt

November 15, 2013
Invoice #3011483
Page 4

Patriot Coal Corporation

For Cash Outlays:

Amount For Cash Outlays \$323.00

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
B. Burke	10.00	\$295.00	\$2,950.00
M. Mattingly	23.30	\$345.00	\$8,038.50
M. Parrish	1.00	\$185.00	\$185.00
D. Warfield	0.90	\$510.00	\$459.00
R. Wuller	10.30	\$495.00	\$5,098.50
Total All Timekeepers	45.50	\$367.71	\$16,731.00

For Services \$16,731.00
Less 10% Discount -1,673.10

Amount For Services 15,057.90
Amount For Cash Outlays 323.00

TOTAL DUE	\$15,380.90
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Invoice

Payment Due Upon Receipt



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

December 17, 2013
Invoice #3017150

Patriot Coal Corporation
Attn: Joe Bean
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bankruptcy

TC File: 48538 / 105927

11/07/13	R. Waller	0.30	Review deductions of expenses (.2); instructions to M. Mattingly re same (.1)
11/08/13	M. Mattingly	0.20	Discuss draft fee order with bankruptcy counsel (0.1); discuss draft fee order with R. Waller (0.1)
11/11/13	M. Mattingly	1.60	Emails with E. Waller and, R. Waller re letter of novation (0.2); review and analyze letter of novation, proposed edits thereto, and background information provided by client (1.0); draft analysis of issues re letter of novation (0.4)
11/21/13	M. Mattingly	1.70	Work on and finalize monthly fee statement
11/21/13	D. Warfield	0.20	Review and file monthly fee statement

Total Hours 4.00

Amount For Services \$1,458.00

For Cash Outlays:

11/21/13	For overnight delivery service TO: Marsha Goldstein, Esq, Weil, Gotshal & Manges LLP, 767 5th Ave, New York City, NY 10153; VENDOR: Federal Express Corp. INVOICE#: 248133960, DATE: 11/28/2013, Tracking #: 797220327081, Shipment Date: 11/21/2013	\$16.07
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Invoice

Payment Due Upon Receipt

December 17, 2013
 Invoice #3017150
 Page 2

Patriot Coal Corporation

For Cash Outlays:

11/21/13	For overnight delivery service TO: Adam C Rogoff, Kramer Levin Naftalis & Franke, 1177 Avenue Of The Americas, New York City, NY 10036; VENDOR: Federal Express Corp. INVOICE#: 248133960, DATE: 11/28/2013, Tracking #: 797220335057, Shipment Date: 11/21/2013	\$16.07
11/21/13	For overnight delivery service TO: Margot B Schonholtz, Wilkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019; VENDOR: Federal Express Corp. INVOICE#: 248133960, DATE: 11/28/2013, Tracking #: 797220343147, Shipment Date: 11/21/2013	\$16.95
11/21/13	For overnight delivery service TO: Attn Lenora S Long, Office of United States Trustee, 111 S 10th St Ste 6 353, St Louis, MO 63102; VENDOR: Federal Express Corp. INVOICE#: 248133960, DATE: 11/28/2013, Tracking #: 797220360404, Shipment Date: 11/21/2013	\$10.07
11/21/13	For overnight delivery service TO: Marshall S Huebner, Davis Polk & Wardwell, LLP, 450 Lexington Ave, New York, NY 10017; VENDOR: Federal Express Corp. INVOICE#: 248133960, DATE: 11/28/2013, Tracking #: 797220366387, Shipment Date: 11/21/2013	\$16.07
11/21/13	For overnight delivery service TO: Jacquelyn A Jones, Patriot Coal Corporation, 12312 Olive Blvd Ste 400, St Louis, MO 63141; VENDOR: Federal Express Corp. INVOICE#: 248133960, DATE: 11/28/2013, Tracking #: 797220372820, Shipment Date: 11/21/2013	\$10.07
	For reproduction charges 67 @ \$0.08	\$5.36

Amount For Cash Outlays \$90.66

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	3.50	\$345.00	\$1,207.50
D. Warfield	0.20	\$510.00	\$102.00
R. Wuller	0.30	\$495.00	\$148.50
Total All Timekeepers	4.00	\$364.50	\$1,458.00

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Payment Due Upon Receipt

December 17, 2013
Invoice #3017150
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Patriot Coal Corporation.

For Services	\$1,458.00
Less 10% Discount	-145.80
Amount For Services	1,312.20
Amount For Cash Outlays	90.66

TOTAL DUE	\$1,402.86
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Invoice

Payment Due Upon Receipt



December 17, 2013
Invoice #3017147

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReivable@ThompsonCoburn.com

TIN 43-0666662

For Legal Services Rendered in Connection With:

Bridgehouse
TC File: 48538 / 102962

11/01/13	R. Wuller	0.40	Conference with M. Mattingly re court hearing on motion to enforce (.2); review emails re Qater and fees (.2)
11/01/13	M. Mattingly	0.40	Draft emails to J. Jones and D. Dilley re hearing on motion to enforce settlement (0.1); review English translation of Qatari court proceeding (0.1); discuss hearing and strategy for the same with R. Wuller (0.2)
11/04/13	R. Wuller	0.10	Review email re Qater litigation and hearing
11/04/13	M. Mattingly	4.00	Prepare for hearing and travel to West Virginia for hearing
11/05/13	R. Wuller	0.80	Review emails re payment of \$3.0 million (.2); telephone call from M. Mattingly re strategy for court hearing (.3); telephone call from M. Mattingly re court hearing (.2); review court order (.1)
11/05/13	M. Mattingly	7.40	Emails with J. Jones re settlement payment (0.2); prepare for hearing on motion to enforce settlement including discussing the same with H. Jernigan (2.0); call with H. Jernigan and J. Jones re hearing strategy (0.2); appear for hearing (0.7); call with J. Jones to discuss results of hearing (0.2); telephone call with R. Wuller re results of hearing (0.1); travel back to St. Louis from hearing (4.0)
11/06/13	M. Mattingly	0.30	Draft email to client re results of hearing (0.2); discuss settlement and case status with J. Jones (0.1)
11/12/13	R. Wuller	0.20	Instructions to M. Mattingly re implementation of dismissal from Sentrum
11/21/13	R. Wuller	0.60	Review email from defendants' counsel re dismissal (.1); review draft email re same (.1); telephone calls to M. Mattingly re same (.4)

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December 17, 2013
Invoice #3017147
Page 2

Patriot Coal Corporation

11/21/13	M. Mattingly	3.30	Review and analyze discovery strategy and conduct research re the same (1.1); discuss settlement issues with J. Jones (0.2); discuss strategy re enforcing settlement with R. Wuller (0.2); emails with H. Jernigan re strategy (0.2); draft motion to enforce settlement as to Ruhan (1.6)
11/22/13	R. Wuller	1.20	Review emails and voicemail from J. Jones re dismissal of claims (.2); telephone calls to M. Mattingly re same (.6); review additional emails re same (.2); instructions to M. Mattingly re same (.1); revise draft pleading re dismissal (.1)
11/22/13	M. Mattingly	2.10	Multiple telephone calls with R. Wuller, J. Jones and H. Jernigan re dismissal of claims (1.3); draft and revise dismissal of claims including motion and memorandum in support (0.8)
11/26/13	R. Wuller	0.70	Work on motion to enforce settlement (.5); conference with M. Mattingly re same (.2)
11/26/13	D. Mangian	2.50	Receive instructions from M. Mattingly re research on specific performance; legal research and analysis re specific performance (1.5); draft argument section of brief re specific performance (.5); discuss research and argument in brief with R. Wuller and M. Mattingly (.3)
11/27/13	M. Mattingly	2.50	Draft and revise memorandum in support of second motion to enforce settlement agreement (2.3); discuss settlement status with J. Jones (0.2)
11/28/13	D. Mangian	2.20	Legal research and analysis re specific performance of settlement agreements, sanctions and post judgment interest for second motion to enforce settlement agreement
11/29/13	R. Wuller	2.10	Work on memorandum in support of motion to enforce settlement (1.9); work on B. Bennett for motion to enforce settlement (.2)
11/29/13	M. Mattingly	5.20	Draft and revise memorandum in support of second motion to enforce settlement and declaration of R. Bennett (5.1); emails re memorandum and declaration with R. Wuller, H. Jernigan and D. Mangian (0.1)
11/30/13	R. Wuller	1.60	Work on memorandum in support of motion to enforce settlement (.8); telephone call to M. Mattingly re same (.3); review revised draft of memorandum in support of motion to enforce settlement (.3); emails to M. Mattingly re same (.1); review J. Jones comments re same (.1)
11/30/13	M. Mattingly	2.40	Discuss memorandum support of motion to enforce settlement agreement and declaration of B. Bennett with R. Wuller (0.3); revise memorandum and declaration per R. Wuller edits (2.1)

Total Hours 40.00

Amount For Services \$14,555.50

Invoice

Payment Due Upon Receipt

December 17, 2013
Invoice #3017147
Page 3

Patriot Coal Corporation

For Cash Outlays:

For reproduction charges 123 @ \$0.08 \$9.84

Amount For Cash Outlays \$9.84

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
D. Mangian	4.70	\$260.00	\$1,222.00
M. Mattingly	27.60	\$345.00	\$9,522.00
R. Wuller	7.70	\$495.00	\$3,811.50
Total All Timekeepers	40.00	\$363.89	\$14,555.50

For Services \$14,555.50
Less 10% Discount -1,455.55

Amount For Services 13,099.95
Amount For Cash Outlays 9.84

TOTAL DUE	\$13,109.79
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Invoice

Payment Due Upon Receipt



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

December 17, 2013
Invoice #3017149

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Keystone Industries
TC File: 48538 / 104514

11/01/13	R. Wuller	0.40	Review and analyze Keystone's proposed changes to settlement agreement (.2); conference with M. Mattingly re same (.1); review emails from client re same (.1)
11/01/13	M. Mattingly	0.50	Review edits to draft settlement agreement from Keystone (0.2); discuss draft edits with J. Jones (.2); emails with client re Keystone's edits (0.1)
11/06/13	M. Mattingly	0.20	Discuss settlement and case status with J. Jones
11/08/13	M. Mattingly	0.60	Emails with Keystone re settlement agreement (0.1); emails with client re settlement agreement (0.2); discuss settlement agreement and related issues with J. Jones (0.3)
11/15/13	M. Mattingly	0.20	Email to C. Ebetino re settlement status and discuss same with R. Wuller
11/21/13	M. Mattingly	0.40	Discuss possible settlement parameters with J. Jones (0.2); emails with J. Jones, C. Ebetino and others re settlement parameters (0.2)
11/22/13	R. Wuller	0.30	Review emails from C. Ebetino (.1); telephone call from M. Mattingly re same (.2)
11/22/13	M. Mattingly	0.40	Work on settlement strategy and draft email to client re the same
11/25/13	R. Wuller	0.50	Review and revise draft settlement documents (.4); conference with M. Mattingly re same (.1)
11/25/13	M. Mattingly	4.20	Draft and revise topics for corporate designee deposition (1.5); work on deposition notices (0.4); work on settlement documents including revising settlement agreement and drafting motion for stay and stipulation of dismissal (2.3)

Invoice

Payment Due Upon Receipt

December 17, 2013
Invoice #3017149
Page 2

Patriot Coal Corporation

11/26/13	R. Wuller	0.20	Review proposed changes to settlement (.1); instructions to M. Mattingly re same (.1)
11/26/13	M. Mattingly	2.20	Numerous emails with opposing counsel and J. Jones re settlement (0.4); revise settlement documents (1.6); discuss settlement status with R. Wuller (0.2)
11/27/13	M. Mattingly	1.80	Multiple emails with opposing counsel and client re finalization of settlement (.4); revise and finalize settlement documents and motion to stay litigation pending settlement payment (1.4)

Total Hours	11.90
Amount For Services	\$4,315.50

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	10.50	\$345.00	\$3,622.50
R. Wuller	1.40	\$495.00	\$693.00
Total All Timekeepers	11.90	\$362.65	\$4,315.50

For Services	\$4,315.50
Less 10% Discount	-431.55
Amount For Services	3,883.95

TOTAL DUE	\$3,883.95
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Invoice

Payment Due Upon Receipt



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St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
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Direct Correspondence To:
314-552-6000
AccountsReceivable@ThompsonCoburn.com

TIN 43-0666662

January 23, 2014
Invoice #3023134

Patriot Coal Corporation
Attn: Joe Bean
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bankruptcy

TC File: 48538 / 105927

12/09/13	R. Wuller	0.40	Telephone call from E. Waller re contract with Trafigua (.2); instructions to M. Mattingly re same (.1); review emails from E. Waller re same (.1)
12/09/13	M. Mattingly	4.70	Review and analyze contract documents for proposed sale (2.2); discuss proposed documents with C. Damba (.2); discuss proposed documents with E. Waller (0.1); discuss analysis and documents with R. Wuller (.2); work on long term rail contract (2.0)
12/10/13	M. Mattingly	2.50	Work on long term rail contract
12/11/13	M. Mattingly	2.50	Work on long term rail contract
12/19/13	R. Wuller	0.90	Review court order as it pertains to fees and expenses (.2); email from M. Mattingly re same (.1); finalize judgment (.2); review defendant's proposed changes to same (.2); conference with M. Mattingly re same (.2)
12/20/13	M. Mattingly	0.40	Review monthly fee statement prior to filing of same

Total Hours

11.40

Amount For Services

\$4,128.00

Invoice

Payment Due Upon Receipt

January 23, 2014
 Invoice #3023134
 Page 2

Patriot Coal Corporation

For Cash Outlays:

12/20/13	For overnight delivery service TO: Jacquelyn A Jones, Patriot Coal Corporation, 12312 Olive Blvd Ste 400, St Louis, MO 63141; VENDOR: Federal Express Corp. INVOICE#: 251068155, DATE: 12/26/2013, Tracking #: 797478877540, Shipment Date: 12/20/2013	\$10.84
12/20/13	For overnight delivery service TO: Marshall S Huebner, Davis Polk & Wardwell, LLP, 450 Lexington Ave, New York, NY 10017; VENDOR: Federal Express Corp. INVOICE#: 251068155, DATE: 12/26/2013, Tracking #: 797478886111, Shipment Date: 12/20/2013	\$16.23
12/20/13	For overnight delivery service TO: Attn Lenora S Long, Office of United States Trustee, 111 S 10th St Ste 6 353, St Louis, MO 63102; VENDOR: Federal Express Corp. INVOICE#: 251068155, DATE: 12/26/2013, Tracking #: 797478896010, Shipment Date: 12/20/2013	\$10.84
12/20/13	For overnight delivery service TO: Margot B Schonholtz, Wilkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019; VENDOR: Federal Express Corp. INVOICE#: 251068155, DATE: 12/26/2013, Tracking #: 797478903037, Shipment Date: 12/20/2013	\$16.23
12/20/13	For overnight delivery service TO: Adam C Rogoff, Kramer Levin Naftalis & Franke, 1177 Avenue Of The Americas, New York City, NY 10036; VENDOR: Federal Express Corp. INVOICE#: 251068155, DATE: 12/26/2013, Tracking #: 797478913233, Shipment Date: 12/20/2013	\$16.23
12/20/13	For overnight delivery service TO: Marsha Goldstein, Esq, Weil, Gotshal & Manges LLP, 767 5th Ave, New York City, NY 10153; VENDOR: Federal Express Corp. INVOICE#: 251068155, DATE: 12/26/2013, Tracking #: 797478920280, Shipment Date: 12/20/2013	\$16.23
	For reproduction charges 22 @ \$0.08	\$1.76

Amount For Cash Outlays

\$88.36

Invoice

Payment Due Upon Receipt

January 23, 2014
 Invoice #3023134
 Page 3

Patriot Coal Corporation

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	10.10	\$345.00	\$3,484.50
R. Wuller	1.30	\$495.00	\$643.50
Total All Timekeepers	11.40	\$362.11	\$4,128.00

For Services	\$4,128.00
Less 10% Discount	-412.80
Amount For Services	3,715.20
Amount For Cash Outlays	88.36

TOTAL DUE	\$3,803.56
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Invoice

Payment Due Upon Receipt



Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

ACH Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335
Please reference invoice number(s).

Direct Correspondence To:
314-552-6000
AccountsReivable@ThompsonCoburn.com

TIN 43-0666662

January 23, 2014
Invoice #3023994

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Bridgehouse
TC File: 48538 / 102962

12/01/13	R. Wuller	0.20	Review additional comments to motion to enforce settlement and memorandum in support from J. Jones
12/01/13	D. Mangian	1.60	Review memorandum in support of second motion to enforce settlement agreement
12/02/13	R. Wuller	1.10	Review proposed changes to B. Bennent affidavit and brief (.2); conference with M. Mattingly re same (.2); review email from G. Bowles re failure to pay (.2); telephone conference with J. Jones and M. Mattingly re same (.2); revise email to G. Bowles re failure to pay (.1); revise motion to expedite hearing on motion to enforce settlement (.1); report from M. Mattingly and local counsel re same (.1)
12/02/13	M. Mattingly	6.90	Draft, revise and finalize documents re second motion to enforce parties' settlement agreement, including motion, memorandum, declaration of R. Bennett, exhibits and motion for expedited hearing (5.3); multiple calls with J. Jones re motion and related documents and strategy (.3); emails with client and opposing counsel re settlement hearing (.8); discuss motion strategy with R. Wuller and H. Jernigan (.5)
12/03/13	R. Wuller	0.60	Review emails from G. Bowles re settlement issues (.2) conference with M. Mattingly re same (.2) instructions to M. Mattingly re court hearing (.2)
12/03/13	M. Mattingly	3.30	Work on settlement including multiple communications with J. Jones, H. Jernigan and opposing counsel re settlement, timing of payment and hearing date on motion to enforce settlement
12/04/13	R. Wuller	0.40	Review emails to and from G. Bowles re hearing and status of compliance (.2); telephone call to M. Mattingly re same (.2)

Invoice

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January 23, 2014
Invoice #3023994
Page 2

Patriot Coal Corporation

12/04/13	M. Mattingly	2.50	Work on settlement including multiple communications with J. Jones, R. Wuller, H. Jernigan and opposing counsel (1.0); draft and revise proposed judgment against A. Ruhan and Bridgehouse Capital (1.5)
12/05/13	R. Wuller	0.90	Telephone calls to and from M. Mattingly re hearing and proposed order (.4); review emails from client and M. Mattingly re same (.2); review H. Jernigan's changes to proposed order (.1); review brief filed by defendants (.2)
12/05/13	M. Mattingly	7.50	Draft emails to R. Wuller, J. Jones and H. Jernigan re hearing strategy; discuss hearing strategy with R. Wuller; review and revise proposed judgment; travel to hearing in West Virginia
12/05/13	D. Mangian	0.30	Research re federal post-judgment interest rate; prepare insert re specific performance for judgment; review draft final judgment
12/06/13	R. Wuller	0.60	Telephone call to M. Mattingly re hearing (.3); review emails re hearing (.2); review documents received from defendants (.1)
12/06/13	M. Mattingly	8.50	Review and revise proposed judgment (.4); prepare for hearing on second motion to enforce the parties' settlement (1.1); attend hearing on motion to enforce the parties' settlement (.8); discuss results of hearing with J. Jones (.2); travel from hearing (6.0)
12/10/13	R. Wuller	0.20	Conference with M. Mattingly re status (.1); review and revise draft judgment
12/10/13	M. Mattingly	0.20	Review insurer update from D. Dilley (.1); emails with opposing counsel re settlement (.1)
12/11/13	R. Wuller	0.90	Review issues relating to judgment and filing a law suit against Ruhan if payment is not made (.7); conference with M. Mattingly re same (.2)
12/11/13	M. Mattingly	1.90	Discuss propose judgment with R. Wuller (.2); discuss legal issues re proposed judgment with J. Erwin (.5); work on proposed judgment and revise same (1.0); email to H. Jernigan re proposed judgment (.1); emails with J. Jones re settlement (.1)
12/12/13	R. Wuller	0.90	Work on judgment (.6); conference with M. Mattingly re research re same (.3)
12/12/13	M. Mattingly	0.60	Revise proposed judgment and discuss same with R. Wuller (.3); emails with J. Jones and others re settlement (.1); discuss settlement issues with J. Jones (.2)
12/13/13	R. Wuller	0.30	Review G. Bowles update (.1); instructions to M. Mattingly re judgment (.2)
12/16/13	R. Wuller	0.20	Instructions to and report from M. Mattingly re status
12/17/13	M. Mattingly	0.40	Discuss settlement status with J. Jones (.2); review emails re Qatar Litigation and discuss same with R. Wuller (.2)

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January 23, 2014
Invoice #3023994
Page 3

Patriot Coal Corporation

12/18/13	R. Wuller	0.60	Emails from and to M. Mattingly and local counsel re strategy (.2); review email from G. Bowles re status (.1); conference with M. Mattingly re same (.2); review emails from client re same (.1)
12/18/13	M. Mattingly	0.40	Draft emails to opposing counsel re status of settlement payment (.2); emails with J. Jones and H. Jernigan re settlement (.2)
12/19/13	M. Mattingly	2.20	Draft and revise cover notice to proposed judgment (1.1); emails with J. Jones and H. Jernigan re proposed judgment and notice re same (.2); discuss judgment with J. Jones (.1); discuss notice and proposed judgment with R. Wuller (.2); email with D. Dilley re Qatar Litigation (.1); emails with opposing counsel re proposed judgment and filing of same (.3); conference with court re filing of proposed judgment (.2)
12/20/13	R. Wuller	0.30	Review defendants response to proposed judgment (.2); conference with M. Mattingly re same (.1)
12/23/13	R. Wuller	0.20	Emails to and from J. Bean and J. Jones re status and inquiry to purchase judgment
12/26/13	R. Wuller	0.10	Review email from G. Bowles re status and instructions to M. Mattingly re same
12/30/13	R. Wuller	0.10	Review email from J. Jones and letter from defendant's counsel re Qatar Litigation

Total Hours	43.90
Amount For Services	\$16,124.00

For Cash Outlays:

12/13/13	For professional services rendered re Bridgehouse case by expert S. Schwartz; VENDOR: Energy Ventures Analysis, Inc.; INVOICE#: 2013_1_11262013; DATE: 11/26/2013	\$9,600.00
12/16/13	For travel expenses in Charleston, West Virginia on November 3, 2013 and November 5, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0322651; DATE: 11/4/2013	\$264.99
12/16/13	For meal expenses in Charleston, West Virginia on November 3, 2013 and November 5, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0322651; DATE: 11/4/2013	\$7.90
12/16/13	For travel expenses in Charleston, West Virginia on November 3, 2013 and November 5, 2013; VENDOR: Mattingly, Mark A.; INVOICE#: AG0322652; DATE: 11/4/2013	\$33.00

Invoice

Payment Due Upon Receipt

January 23, 2014
 Invoice #3023994
 Page 4

Patriot Coal Corporation

For Cash Outlays:

12/20/13	For airfare for M. Mattingly to Charleston, WV on November 4, 2013; ticket 7261979656	\$848.60
12/23/13	For arbitration/mediation services rendered rendered August 6, 2013 through October 2, 2013; VENDOR: O'Dell Law Mediation PLLC; INVOICE#: 13_055_DEC62013; DATE: 12/6/2013	\$687.00
	For reproduction charges 214 @ \$0.08	\$17.12

Amount For Cash Outlays \$11,458.61

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
D. Mangian	1.90	\$260.00	\$494.00
M. Mattingly	34.40	\$345.00	\$11,868.00
R. Wuller	7.60	\$495.00	\$3,762.00
Total All Timekeepers	43.90	\$367.29	\$16,124.00

For Services	\$16,124.00
Less 10% Discount	-1,612.40
Amount For Services	14,511.60
Amount For Cash Outlays	11,458.61

TOTAL DUE	\$25,970.21
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Invoice

Payment Due Upon Receipt



January 23, 2014

Direct Correspondence To:
One US Bank Plaza
St. Louis, Missouri 63101-1693
314-552-6000
AccountsReivable@ThompsonCoburn.com

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

TIN 43-0666662

REMITTANCE COPY

PAYMENT DUE UPON RECEIPT

PLEASE REFERENCE INVOICE NUMBER WITH YOUR PAYMENT

Invoice # 3023994

\$25,970.21

Please remit this copy with your check to:

Thompson Coburn LLP
P.O. Box 18379M
St. Louis, MO 63195

ACH Instructions:

Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 021052053
Account Number: 25657335

Please reference invoice number(s) with ACH or send an e-mail with the information to

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FOR WIRE TRANSFER INSTRUCTIONS PLEASE CONTACT

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Remit To:
P.O. Box 18379M
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TIN 43-0666662

January 23, 2014
Invoice #3023133

Patriot Coal Corporation
Attn: Jackie Jones
12312 Olive Boulevard
Suite 400
St. Louis, Missouri 63141

For Legal Services Rendered in Connection With:

Keystone Industries
FC File: 48538 / 104514

12/03/13	R. Wuller	0.10	Review court order re stay
12/03/13	M. Mattingly	0.20	Review stay order and forward same to J. Jones

Total Hours	0.30
Amount For Services	\$118.50

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
M. Mattingly	0.20	\$345.00	\$69.00
R. Wuller	0.10	\$495.00	\$49.50
Total All Timekeepers	0.30	\$395.00	\$118.50

For Services	\$118.50
Less 10% Discount	-11.85
Amount For Services	106.65

TOTAL DUE	\$106.65
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Invoice

Payment Due Upon Receipt