

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

-----x
In re: Chapter 11
Case No. 12-51502-659
Patriot Coal Corp., *et al.*, Jointly Administered
Debtor GCG Claim No. 1261
-----x EDMO Claim No. 779-1

**RESPONSE OF THE ESTATE OF NINA WRIGHT TO
DEBTOR'S MOTION TO ENFORCE A SETTLEMENT**

Cathy Wright, administratrix for the Estate of Nina Wright, by her attorneys, provides the following response to the "Reorganized Debtor's Motion to Enforce Settlement Agreement with Cathy Wright, Administratrix, dated June 20, 2014 ("Mt. to Enforce"). In response, claimant makes the following representations:

1. Reorganized Debtor Patriot Coal Corp. (Patriot) affirmatively selected to negotiated with counsel other than counsel for the estate and proffered a settlement deliberately ambiguous in order to misdirect and mislead the Estate.

2. At the outset, claimant wishes to make clear to the Court that if the Reorganized Debtor's settlement offer of \$17,500 is one where the debtor will actually make a payment of \$17,500 to the Estate and that payment is not modified in any way, then the claimant is willing to accept the offered settlement. As detailed below, however, although the settlement states that the amount is set forth in Exhibit B to the proposed settlement papers and although that document specifies \$17,500, claimant believes that the debtor seeks to enforce an agreement for a minute fraction of that amount.

3. For that reason, claimant requests that the Court deny the motion.

Background Details

4. The Court should recognize several details at the outset.
5. Nina Wright worked for Eastern Coal for twelve years and was exposed to perchloroethylene (PCE) on a daily basis during that employment.
6. As a result of Ms. Wright's exposure to PCE during her employment at both New Rive Coal Co. and Eastern, she experienced Parkinson-like symptoms for much of her adult life, starting in 1971, at the age of 40, and continuing to her death in 2007. The expert report reflecting this exposure and its impact on her health is attached as Exhibit A.
7. In Dr. Avery's opinion, her work at Eastern had a direct and significant impact on her health and is responsible, in part, for her injuries.
8. The estate, in preserving its interest, filed a Notice of Claim that estimated the claim at \$548,380.

The Court Deny the Instant Motion

9. Claimant requests that the Court deny the motion to enforce on two separate grounds. First, debtor's counsel failed to negotiate the proposed settlement with the Estate's counsel of record and, as the claimant was represented, this failure is fatal to the proposed agreement. Second, a review of the settlement amount confirms that no meeting of the minds existed on the proposed settlement. Indeed, as Patriot has emerged from bankruptcy, the Court should view Patriot's actions as an affirmative, bad-faith effort to mask the actual settlement amount.

Debtor Failed to Speak With Counsel of Record for the Estate

10. Debtor may not seek the enforcement of the purported settlement agreement as debtor's counsel was fully aware that it was not negotiating with the Estate's counsel of record and deliberately sought to avoid negotiating with authorized counsel.

11. The Court should not question which firm represents the Estate of Nina Wright.

12. Weitz & Luxenberg filed the proof of claim with the Bankruptcy Court. A copy of the Proof of Claim is attached as Exhibit B.

13. That document does not identify any other counsel.

14. The debtor served its objection to the proof of claim on Weitz & Luxenberg.

15. Counsel for debtor from Bryan Cave LLP spoke with an attorney from Weitz & Luxenberg in advance of the hearing

16. William Walsh appeared before the Court via telephone on May 20, 2014, on behalf of the Estate and requested additional time to file response to the debtor's objection.

17. Brian Walsh and Laura Hughes, with Bryan Cave, were both present at the Court conference on debtor's behalf, opposed the request for additional time and, accordingly, were aware of who represented the claimant.

18. Weitz & Luxenberg filed the response to the debtor's objection on June 6, 2014, consistent with the debtor's request and the Court's Order.

19. Accordingly, the only counsel that the debtor should have dealt with pertaining to any settlement was Weitz & Luxenberg.

20. Debtor also caused to be forwarded the payment checks for six other individuals for whom settlements were established to Weitz & Luxenberg, rather than Thompson Barney.

21. Despite Weitz & Luxenberg documented representation of the claimant and her interest, counsel for the debtor never contacted William Walsh or any other attorney at Weitz & Luxenberg in an effort to settle this Estate's claim.

22. Indeed, although debtor's settlement cover letter is addressed to William Walsh, *see* Mt. to Enforce at 13 (reattached individually here as Exhibit C), upon information and belief, debtor's counsel made no effort to forward that document or otherwise inform anyone at Weitz & Luxenberg of the possible settlement. *See Id.* at 11 (showing that the e-mailed document only went to Mr. Thompson and an individual associated with his office).

23. Debtor's attempt to create apparent authority omits one key detail.

24. Debtor is correct in stating that Kevin Thompson, Esq. served as local counsel in the underlying action in West Virginia, and that Joseph Beeson, Esq., on behalf of the debtor, had previously contacted Mr. Thompson in connection with settlements. *See* Mt. to Enforce at ¶ 12.

25. What debtor fails to disclose is that each e-mail from Mr. Beeson included both Mr. Thompson and Mr. Walsh, insuring that counsel of record was aware of the settlement negotiations and had the opportunity to approve of any settlement. Copies of several prior e-mails are attached as Exhibit D.

26. In this sole instance, days after counsel filed a response to debtor's objection and included an expert report supporting the claimant's position in that response, debtor's counsel opted to remove Mr. Walsh from his communications. *See* Mt. to Enforce at 11 (e-mails from counsel).

27. Despite debtor's protestations, the Court should not doubt that debtor's national counsel spoke with its counsel in West Virginia in an effort to side step the claimant's response

to the objection and someone opted to attempt a end-run around the claimant's counsel in an effort to achieve a highly favorable resolution.

28. Debtor's failure to direct communications to the claimant's counsel of record and decision to circumvent that obligation is fatal to the instant proposed agreement and all documents executed in connection with the matter.

The Settlement Amount is Ambiguous

29. The debtor, furthermore, may not successfully enforce the settlement agreement because an essential element of the contract, mutuality, does not exist.

30. For a party to successfully demonstrate the existence of a settlement agreement, it must demonstrate several elements, including a meeting of the minds. *See Martin v. Ewing*, 112 W. Va. 332, 164 S.E. 859, 861 (1932). *See also In re Broadus Hospital Ass'n*, 159 B.R. 763, 765 (Bankr. D.W.Va. 1993)(citing *Martin*).¹

31. Debtor never demonstrates that a meeting of the minds occurred. *See Mt. to Enforce at ¶¶ 16-17.*

32. Instead, debtor simply offers the Court the conclusion that "[t]here is no doubt as to the terms of the parties' settlement ...," *id.* at ¶ 17, and trusts to the Court to agree.

33. In reality, however, the amount of the purported settlement is substantially in doubt.

34. Mr. Beeson proposed a settlement for \$17,500. *See Mt. to Enforce at 11* (reflected in the e-mail from Eric Waller).

35. This offer comes six month after Patriot has emerged from bankruptcy.

¹ Debtor is in error to suggest that Missouri law applies. *See Mt. to Enforce at 4, n. 1.* The individuals involved in the negotiations were all in West Virginia so, presumably West Virginia law applies. To the extent that it is relevant, the proposed agreement contains a provision that states that New York law would apply.

36. The offered settlement agreement does not identify how or in what manner that any other documents might modify the proposed settlement.

37. Additionally, at no point in his communications with Mr. Thompson did Mr. Beeson specify the extent of any downward adjustment to the settlement figure.

38. The cover letter to the proposed agreement notes that “Regardless of the method of determining the allowed claim. Actual distribution amounts are typically based on a percentage of the allowed claim as defined in the court approved plan of reorganization, and such distributions will not be made any earlier than when Patriot emerges from bankruptcy.” *Id.* at 13 (Exh. C) (emphasis added).

39. The failure to actually identify the modifying amount and the use of “typically” without any specification left the settlement agreement ambiguous to the point of unenforceable.²

40. This language, in of itself, presents the possibility that no modification to the distribution, an atypical result, would occur.

41. As Patriot emerged from bankruptcy in December 2013, Patriot was fully aware of any modifier to the settlement amount at the time it forwarded this document. Patriot’s failure to provide the specific, final amount of the settlement in its offer precludes any possible meeting of the minds.

² Discrepancies within the cover letter further undermine the document. It appears that Patriot’s counsel has simply used an old, pre-reorganization form and amended it without attention to the details. This is illustrated in both the use of highlighted language, which speaks in the future tense of something that occurred in December 2013, and in the provision that states “if ... Patriot does not receive your signed Settlement Agreement by September 25, 2013, Patriot will likely object to your claim(s) shortly thereafter by filing an objection with the Court.” *Id.* (emphasis added). As that date passed nine months ago and as Patriot has already filed an objection, the strength of the documentary evidence is questionable. Arguably, from a strict read of the conflicting terms within the document that Patriot drafted, the Estate’s failure to sign and return the agreement nine months ago, by September 25, 2013, resulted in the nullification and withdrawal of the settlement offer from Patriot.

42. Indeed, debtor's deafening silence on the final, net settlement amount in its motion papers to enforce the alleged settlement implicitly confirms the absence of mutuality in the contract and a necessary meeting of the minds.

43. In crafting the settlement amount as an unsecured claim, rather than a settlement with the reorganized company, claimant's counsel believes that the \$17,500 settlement for the Estate of Nina Wright's \$500,000+ claim will be reduced to a stunning \$96.69.

44. Certainly, in failing to disclose that the settlement would merely net the claimant \$96.69 and that check would be reduced to 0.005525 of the offered amount, the debtor failed to operate in good faith and adopted an approach which precluded mutuality and a meeting of the minds in forming an agreement.

45. Debtor's possession of this knowledge, without conveying it to the claimant or Mr. Thompson defeats any suggestion that a meeting of the minds occurred in reaching a settlement.

Expedited Hearing

46. Debtor has also filed a motion for an expedited hearing and noted that it does not believe that testimony is necessary on its motion to enforce the settlement. To the extent that the Court believes that affidavits or live testimony via telephone will help it in its assessment of the motion, claimant objects to the motion for an expedited hearing. The service of the motion after close of business on Friday, June 20, prevented counsel from providing the necessary affidavits to the Court in advance of the June 24 hearing. Counsel requests a rescheduling of the Court's consideration of this motion if it believes such evidence necessary. Claimant is willing to rest on the papers, as debtor did not offer any evidence in an admissible form in support of its motion, if the Court is willing to accept the representations in the papers.

WHEREFORE, the Estate of Nina Wright respectfully requests that the Court deny the Reorganized Debtor's motion to enforce the purported settlement, together with such other and further relief as the Court deems just and proper.

Dated: June 23, 2014
New York, New York

Respectfully submitted

WEITZ & LUXENBERG



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Counsel to the Estate of Nina Wright

CERTIFICATE OF SERVICE

I, William A. Walsh, hereby certify that I served a copy of the attached "RESPONSE OF THE ESTATE OF NINA WRIGHT TO DEBTOR'S MOTION TO ENFORCE A SETTLEMENT," dated June 23, 2014, on counsel for the Reorganized Debtor on June 23, 2014 directly by electronic mail and by service on all counsel of record through electronic service with the Court.


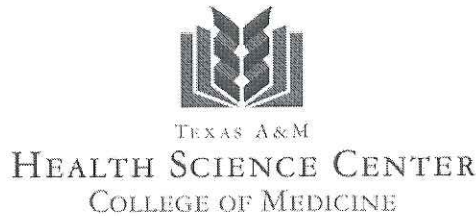

William A. Walsh

EXHIBIT A



Medical Toxicology Opinion

RE: Nina Wright (deceased) (maiden name: Nina Thompson)
DOB 2/17/1931
SSN ---6073

Wright v. Arkema Inc.
Civil Action No. 11-C-5410013

FLOAT-SINK LITIGATION
Civil Action No. 11-C-5000000
Hon John A. Hutchison

I am qualified to render the opinions contained herein. I am a fully licensed physician in Texas. I am currently employed at the Texas A&M Health Science Center College of Medicine, where I am a full Professor and Director of the Preventive Medicine Residency Program. I am triple board certified in Medical Toxicology, Occupational Medicine and Internal Medicine, and I have served on the Subboard of Medical Toxicology. From 1996 to 2009, I was a faculty member at the University of Texas Medical Branch in Galveston, where I was jointly appointed in the College of Medicine and the Graduate School of Biomedical Science. I taught toxicology, pharmacology and occupational health. Prior to moving to UTMB, I had 20 years of private practice experience in Austin, Texas, where I was the consulting occupational physician to regional and national companies; I continue as the senior occupational medicine consultant to Freescale Semiconductor (formerly a Motorola division). I have many years of experience regarding treatment and prevention of exposure to solvents. I consult and serve as an expert witness nationally on toxicology issues related to work and the environment.

My opinion is based on a thorough review of my medical history, all available medical records and deposition testimony, and an extensive review of medical literature.

Medical History:

From my questionnaire, supplied by the daughter of the plaintiff Nina Wright:

Her mother died 8/3/2007. She worked for the New River Coal Company from the late 1950s through the late 1960s or early 1970s as a coal analyst, and again for Eastern Assoc. Coal. She was in good health when she was young, except for a hysterectomy. It was in the 1970s when she started having nervous problems and other medical problems that she was treated for by various doctors. She had shingles that left her face scarred. She was later diagnosed with Parkinson's disease, mainly based on how she walked on her toes a lot. Other problems arose and she was told it all related to her disease. She was referred to other hospitals such as Duke

University—they told her all of her problems were due to the Parkinson's. She never had a tremor and her speech was not affected. She did have problems with swallowing. Later in life she became so weak she could not walk but could crawl, which she did quite often. She was on numerous medications and at times over medicated. She hallucinated often, and at one time had severe seizures. It was difficult to find a doctor willing to treat her. A couple of her doctors did not believe she had Parkinson's because of the lack of a tremor. She went to therapy multiple times to improve her mobility, without success. Her medications were frequently changed. She was in a nursing home when she had a choking episode that lead to her death. Her death certificate said she died from Parkinson's.

From her medical records: See listed below under Review of Systems

From the plaintiff fact sheet: [pp 8-9, 13]

- Parkinson's disease—early 1970s
- Nervous breakdown with seizures and hallucinations—early 1970s
- Shaking, tingling and numbness in limbs
- Neck muscles were affected
- Speech was affected

Medications used in past: Daughter said Mrs. Wright's medications were for Parkinson's; too many to remember.

04/2007 Seen in ED with decreased level of consciousness, confused, frequent urination, not eating or drinking, right shoulder pain. Diagnoses: dementia, dehydration. [-0024]

Medications listed at this time [-0029]:

Keppra
Hydrocodone
Seroquel
Comtan
Lorazepam
Razadyne

Carbidopa/levo
Phenytoin
Sertraline
Trimethoprim
Protonix

Allergies to medicine: ---

Prior surgery: hysterectomy, cholecystectomy, cataracts

Injuries: none

Social and Family History: Mrs. Wright's husband is alive in a nursing home, 81 years old. Her 8 siblings are deceased, her 2 children are alive. There was a family history of heart disease. No history was supplied on her smoking or drinking alcohol.

Review of systems:

Vision: She wore glasses; had a history of cataracts; used eye medication

Hearing: ---

Nose/Throat: ---

Heart/Vascular: ---

Lungs: ---

Stomach/Liver/Colon: had frequent indigestion, stomach burning; history of gallstones and cholecystectomy

Abdominal pain

08/1995 Gastritis and dysphagia secondary to Parkinsons [-0014]
11/1995 Abdominal pain, intractable change in bowel habits. Underwent colonoscopy: no inflammation, few diverticula. Trial of azulfidine. [-0013, -0018]
10/1996 Had CT scan of abdomen and head; has thrush in throat [-0009]
08/1998 Abdominal pain for 3 months [-0008]
09/1998 Chronic pancreatitis [-0007]
09/1998 Endoscopy: Erosive gastritis [-0016]
10/1998 Chronic pancreatitis [-0006]
04/1999 Chronic pancreatitis [-0005]
07/1999 Abdominal pain, chronic pancreatitis [-0004]

03/2003 Mid epigastric abdominal pain. Diagnosed as acid peptic disease. [-0003]

Kidney/Bladder/Female: She was told by a physician that because of her Parkinson's she could not empty her bladder, therefore she had a lot of infections; she had urine burning, frequency, dribbling. She had a hysterectomy early in life.

04/2007 BUN: 36 (N= 7-18) [-0038]

Blood/Lymph System/Cancer: ---

Endocrine: ---

Skin: ---

Psychological: She had problems with anxiety, nervousness and depression; she took medications

General: She had problems with weight loss, fatigue, generalized weakness and trouble sleeping

Neurological: No history of head trauma. Had seizures and was told it was secondary to her medications. She had difficulty walking, paresthesias in her extremities, and memory problems—but no tremor.

Senile parkinsonism

03/1997 Neurology consultation: Involuntary jerking of her extremities and gait unsteadiness. Involuntary tremor of her hands and some in her feet. Using a walker and had been falling down. Has sleep impairment. She had previously been diagnosed as having Parkinson's disease and was taking Sinemet and Akineton. She was depressed and nervous. Diagnosis was Parkinson's disease, class III [-0021]

04/2007 Seen in ED with decreased level of consciousness, confused, frequent urination, not eating or drinking, right shoulder pain. Diagnoses: dementia, dehydration. [-0024]
CT brain scan showed atrophic changes and periventricular white matter ischemic changes. [-0031]

Musculoskeletal: ---

Shoulder pain and dehydration episode

04/2007 Seen in ED with decreased level of consciousness, confused, frequent urination, not eating or drinking, right shoulder pain. Diagnoses: dementia, dehydration. [-0024]
Right shoulder x-ray: negative [-0032]
Abdominal x-ray: negative; has scoliosis of lumbar spine.
Chest x-ray: normal

BUN: 36 (N= 7-18) [-0038]

Exposure history:

Daughter indicated that Mrs. Wright worked in the coal lab where she crushed the coal into a fine powder—she would look like she worked underground afterwards. She did not know what chemicals she worked with. She did not believe her mother ever worked with safety equipment. She related that she had material on her clothes and laundered them at home. She showered at work. She ate in the workplace.

Environmental History:

She had not lived next to industrial plant or hazardous site; had air conditioning, electric central heating; electric stove; no remodeling or weatherizing; no pesticides used inside; drank water from the city supply

Occupational History: never used a respirator at work.

List from the plaintiff fact sheet [pp 3-4]

- 1956-late 1960s: New River Company. Checked for sulfur, worked with ovens, washed the coal, crushed coal
- 1976-1988: Peabody Coal Company / Eastern Associated Coal Corp.

List of Chemical Exposures: [pp 6-7]

At the coal companies: exposure to perchloroethylene in float-sink work; worked typically 8 hours a day, 40 hours per week.

PPE, as listed in the plaintiff fact sheet [pg 4]

- none

Ventilation, as listed in the plaintiff fact sheet [pg 4]

- none

Preliminary calculated exposure dose to tetrachloroethylene, by Dr. N.P. Cheremisinoff:

Company:	Hrs/wk Float-sink	Hrs per year	Years empl.	Cumul. hrs.	Min. perc conc. mg/m ³ (ppm in parenthesis)	Upper perc conc. mg/m ³	Min. perc inhaled in mg	Upper perc inhaled in mg
New River Coal Co.	50	2500	13	32,500	0 (0 ppm)#	2692 (397 ppm)	231	91,862,231
Eastern Assoc. Coal	40	2000	10	20,011	0 (0 ppm)#	4326 (638 ppm)	229	90,902,539
totals						*	460	182,764,770

Revised to 6.8 mg/m³ (1 ppm)

* Revised to 339 mg/m³ (50 ppm) based on minimum value odor threshold

Total minimum inhaled (mg):	460
Total maximum inhaled (mg):	182,764,770

Physical Examination: deceased

Summary of health problems:

1. Nervous breakdown, with hallucinations
2. Chronic anxiety and depression
3. Parkinson disease, but no tremor
4. CT brain scan showed atrophic changes plus periventricular white matter ischemic changes (common in elderly with hypertension and atherosclerosis)
5. Dysphagia
6. Frequent urinary tract infections because of difficulty emptying bladder
7. Dementia with decreased memory
8. Seizures
9. Chronic abdominal pain with chronic pancreatitis (history of gallstones) and erosive gastritis
10. Right shoulder pain

Summary of MSDSs

MSDS for perchloroethylene (tetrachloroethylene):

Effects of overexposure: inhalation of vapors may cause headache, nausea, vomiting, dizziness, drowsiness, irritation of respiratory tract, and loss of consciousness. Liquid may be irritating to skin and eyes. Prolonged skin contact may result in dermatitis. Eye contact may result in temporary corneal damage.

Ingestion may cause nausea, vomiting, headaches, dizziness, gastrointestinal irritation.

Chronic effects of overexposure may include damage to kidneys, liver, lungs, blood or central nervous system.

Target organs: liver, kidneys, eyes, upper respiratory system, central nervous system.

Medical conditions generally aggravated by exposure: none identified .

Routes of entry: inhalation, ingestion, eye contact, skin contact.

Different MSDS for perchloroethylene (tetrachloroethylene)

Potential Acute Health Effects:

Hazardous in case of skin contact (irritant), of inhalation. Slightly hazardous in case of skin contact (permeator), of eye contact (irritant), of ingestion.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Classified A3 (Proven for animal.) by ACGIH. Classified 2A (Probable for human.) by IARC; 2 (anticipated carcinogen) by NTP.

MUTAGENIC EFFECTS: Mutagenic for bacteria and/or yeast.

TERATOGENIC EFFECTS: Not available.

DEVELOPMENTAL TOXICITY: Not available.

The substance may be toxic to kidneys, liver, peripheral nervous system, respiratory tract, skin, central nervous system (CNS). Repeated or prolonged exposure to the substance can produce target organs damage.

Another MSDS for perchloroethylene (tetrachloroethylene)

Routes of Exposure: Perchloroethylene can affect the body either through ingestion, inhalation, or contact with the eyes and/or skin.

Summary of Acute Health Hazards

Ingestion: May cause irritation of the gastrointestinal tract with vomiting. If vomiting results in aspiration, chemical pneumonia could follow. Absorption through the gastrointestinal tract may produce symptoms of central nervous system depression ranging from light-headedness to unconsciousness.

Inhalation: Excessive inhalation may produce symptoms of central nervous system depression, ranging from light-headedness, nausea and vomiting, to unconsciousness and death.

Skin: Mildly irritating to the skin. Skin contact may produce a burning sensation. Prolonged or repeated contact may cause skin to become reddened, rough, and dry due to the removal of natural oils and may result in dermatitis.

Eyes: An irritant to the eyes, causing pain, lacrimation, and general inflammation.

Summary of Chronic Health Hazards: Can cause headache, mental confusion, depression, fatigue, loss of appetite, nausea, vomiting, coughing, loss of sense of balance, and visual disturbances. Prolonged or repeated skin contact may cause dermatitis.

Signs and Symptoms of Exposure: N/A

Effects of Overexposure: N/A

Medical Conditions Generally Aggravated by Exposure: Persons with preexisting skin disorders, impaired liver function, or impaired renal function might have increased health risks working with perchloroethylene.

Summary of Literature Review:

Exposure to tetrachloroethylene can affect the

- central nervous system (CNS),
- eyes,
- kidney,
- liver,
- lungs,
- mucous membranes, and
- skin.

CNS effects have been noted most frequently.

Acute health problems related to exposure to tetrachloroethylene:

- CNS effects: confusion, euphoria, forgetfulness, loss of memory, headache, irritability, dizziness, light-headedness, loss of coordination, vestibular dysfunction, reversible mood and behavioral changes, slurred speech, insomnia
- Potential anesthetic effect with drowsiness, and at higher doses, loss of consciousness, seizures
- Irritation of eyes (stinging, burning), corneal damage, conjunctivitis
- Irritation of skin, dermatitis, chemical burns
- Irritation of nose, respiratory tract, cough, non-cardiogenic pulmonary edema
- Nausea, vomiting, diarrhea, anorexia
- Cardiac dysrhythmia

Chronic Health Hazards:

- Neurological problems:
 - Headache
 - Mental confusion, disorientation
 - Depression, irritability
 - Fatigue
 - Sleep disturbances, including sleep apnea
 - Concentration impairment, forgetfulness, and short-term memory deficits—can be mistaken for various forms of dementia such as Alzheimer disease or other CNS disorders
 - Ataxia, loss of sense of balance
 - Delayed reaction times
 - Peripheral neuropathy
 - **Solvent-induced chronic toxic encephalopathy:**

CSE patients report memory problems, distractibility and slowness when performing actions, fatigue, irritability and mood lability, sleep problems, and a wide range of neurological and psychosomatic symptoms are prevalent:

 - Weakness in extremities
 - Trembling of hands
 - Decreased sensation, numbness, tingling in extremities
 - Problems with balance, dizziness
 - Changes in sense of smell or taste
 - Headache
 - Sweating for no obvious reason
 - Palpitations
 - Tinnitus
 - Nausea, stomach pains, diarrhea, constipation, loss of appetite
 - Irritable, depressed, restless, difficulty in controlling anger
 - Loss of sexual interest
 - Absent minded, difficulty remembering names and dates, forgetfulness
 - Exhaustion, lack of drive, lack of energy
 - Falling asleep when not in bed, unusual tiredness
 - Nightmares
 - **Parkinsonism**—a relationship between long-term organic solvent exposure and parkinsonism has been proposed by several authors. Cases of parkinsonism have been repeatedly attributed to various hydrocarbons—mainly aliphatic and halogenated compounds. Memory dysfunctions in CSE closely resemble, from the qualitative perspective, memory decline seen in patients with Parkinson's disease. Occupations involving the use of hydrocarbon solvents are a risk factor for the earlier onset of symptoms of PD and more severe disease throughout its course.
- Loss of appetite, nausea, vomiting
 - Coughing
 - Visual disturbances: color vision, visuospatial memory
 - Prolonged or repeated skin contact may cause dermatitis
 - Hepatic: abnormal liver function tests, cirrhosis, hepatitis, hepatomegaly; diffuse parenchymal liver changes seen on ultrasound

- Renal: hematuria, proteinuria, increased levels of lysozymes, β 2-microglobulin, and other low-molecular-weight proteins, suggesting tubular damage (mediated through GSH conjugation products)
- Cardiac: arrhythmias, pulmonary edema; decrease the myocardial threshold to the arrhythmogenic effect of epinephrine; cardiomyopathy
- Hematologic: evidence of an effect on red blood cells (decreased hemoglobin), increases in total white cell counts and lymphocyte counts
- Carcinogen, including bladder cancer, non-Hodgkin lymphoma and multiple myeloma; for other sites, including esophageal, kidney, lung, cervical and breast cancer, more limited data suggestive of an effect are available. Based on increased risks of esophageal cancer, cervical cancer, and non-Hodgkin's lymphoma in several epidemiologic studies, and increased liver tumors in mice, increased mononuclear cell leukemia in rats, and renal tumors in male rats, IARC (1995) classified tetrachloroethylene as probably carcinogenic to humans (Group 2A).

Conclusion:

My opinions are based on a thorough review of all available medical records, an extensive review of medical literature, and my own experience, knowledge and training.

In my opinion, to a reasonable degree of medical certainty, Mrs. Wright's exposures to perchloroethylene (routes of exposure by inhalation and dermal absorption) were sufficient to be causally related to her illness:

- **Solvent-induced chronic toxic encephalopathy**, with
 - Nervous breakdown
 - Chronic anxiety and depression
 - Dementia
 - Parkinsonism

In my opinion, the following problems either have an uncertain etiology or do not appear to be related to her exposure:

- CT brain scan showed atrophic changes plus periventricular white matter ischemic changes (common in elderly with hypertension and atherosclerosis)
- Dysphagia
- Frequent urinary tract infections because of difficulty emptying bladder
- Seizures
- Chronic abdominal pain with chronic pancreatitis (history of gallstones) and erosive gastritis

This evaluation has been conducted on the basis of the medical documentation as provided with the assumption that the material is true, complete, and correct. It is my understanding that discovery has not been completed yet. If more information becomes available at a later date, then additional service, reports, or reconsideration may be requested. Such information may or may not change the opinions rendered.

Submitted April 13, 2012

A handwritten signature in black ink that reads "A. Nelson Avery, M.D." with a stylized flourish at the end.

A. Nelson Avery, M.D.
Professor and Director
Preventive Medicine Residency Program
Texas A&M Health Science Center
College of Medicine
3950 North A.W. Grimes Blvd.
Round Rock, TX 78665-3540

EXHIBIT B



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

You may only check one Debtor box. If you have a claim against multiple Debtors listed below you must complete a separate proof of claim form for each such Debtor.

Name of Debtor:	Case No.	Name of Debtor:	Case No.	Name of Debtor:	Case No.
<input type="checkbox"/> Affinity Mining Company	12-12902	<input type="checkbox"/> Eastern Royalty, LLC	12-12936	<input type="checkbox"/> Patriot Coal Sales LLC	12-12969
<input type="checkbox"/> Apogee Coal Company, LLC	12-12903	<input type="checkbox"/> Emerald Processing, L.L.C.	12-12937	<input type="checkbox"/> Patriot Coal Services LLC	12-12970
<input type="checkbox"/> Appalachia Mine Services, LLC	12-12904	<input type="checkbox"/> Gateway Eagle Coal Company, LLC	12-12938	<input type="checkbox"/> Patriot Leasing Company LLC	12-12971
<input type="checkbox"/> Beaver Dam Coal Company, LLC	12-12905	<input type="checkbox"/> Grand Eagle Mining, LLC	12-12939	<input type="checkbox"/> Patriot Midwest Holdings, LLC	12-12972
<input type="checkbox"/> Big Eagle, LLC	12-12906	<input type="checkbox"/> Heritage Coal Company LLC	12-12940	<input type="checkbox"/> Patriot Reserve Holdings, LLC	12-12973
<input type="checkbox"/> Big Eagle Rail, LLC	12-12907	<input type="checkbox"/> Highland Mining Company, LLC	12-12941	<input type="checkbox"/> Patriot Trading LLC	12-12974
<input type="checkbox"/> Black Stallion Coal Company, LLC	12-12908	<input type="checkbox"/> Hillside Mining Company	12-12942	<input type="checkbox"/> PCX Enterprises, Inc.	12-12899
<input type="checkbox"/> Black Walnut Coal Company	12-12909	<input type="checkbox"/> Hobet Mining, LLC	12-12943	<input type="checkbox"/> Pine Ridge Coal Company, LLC	12-12975
<input type="checkbox"/> Bluegrass Mine Services, LLC	12-12910	<input type="checkbox"/> Indian Hill Company LLC	12-12944	<input type="checkbox"/> Pond Creek Land Resources, LLC	12-12976
<input type="checkbox"/> Brook Trout Coal, LLC	12-12911	<input type="checkbox"/> Infinity Coal Sales, LLC	12-12945	<input type="checkbox"/> Pond Fork Processing LLC	12-12977
<input type="checkbox"/> Caterary Coal Company, LLC	12-12913	<input type="checkbox"/> Interior Holdings, LLC	12-12946	<input type="checkbox"/> Remington Holdings LLC	12-12978
<input type="checkbox"/> Central States Coal Reserves of Kentucky, LLC	12-12914	<input type="checkbox"/> IO Coal LLC	12-12947	<input type="checkbox"/> Remington II LLC	12-12979
<input type="checkbox"/> Charles Coal Company, LLC	12-12916	<input type="checkbox"/> Jarrell's Branch Coal Company	12-12948	<input type="checkbox"/> Remington LLC	12-12980
<input type="checkbox"/> Cleaton Coal Company	12-12917	<input type="checkbox"/> Jupiter Holdings LLC	12-12949	<input type="checkbox"/> Rivers Edge Mining, Inc.	12-12981
<input type="checkbox"/> Coal Clean LLC	12-12918	<input type="checkbox"/> Kanawha Eagle Coal, LLC	12-12950	<input type="checkbox"/> Robin Land Company, LLC	12-12982
<input type="checkbox"/> Coal Properties, LLC	12-12919	<input type="checkbox"/> Kanawha River Ventures I, LLC	12-12951	<input type="checkbox"/> Sentry Mining, LLC	12-12983
<input type="checkbox"/> Coal Reserve Holding Limited Liability Company No. 2	12-12920	<input type="checkbox"/> Kanawha River Ventures II, LLC	12-12952	<input type="checkbox"/> Snowberry Land Company	12-12984
<input type="checkbox"/> Colony Bay Coal Company	12-12921	<input type="checkbox"/> Kanawha River Ventures III, LLC	12-12953	<input type="checkbox"/> Speed Mining LLC	12-12985
<input type="checkbox"/> Cook Mountain Coal Company, LLC	12-12922	<input type="checkbox"/> KE Ventures, LLC	12-12954	<input type="checkbox"/> Sterling Smokeless Coal Company, LLC	12-12986
<input type="checkbox"/> Corydon Resources LLC	12-12923	<input type="checkbox"/> Little Creek LLC	12-12955	<input type="checkbox"/> TC Sales Company, LLC	12-12987
<input type="checkbox"/> Coventry Mining Services, LLC	12-12924	<input type="checkbox"/> Logan Fork Coal Company	12-12956	<input type="checkbox"/> The Presidents Energy Company LLC	12-12988
<input type="checkbox"/> Coyote Coal Company LLC	12-12925	<input type="checkbox"/> Magnum Coal Company LLC	12-12957	<input type="checkbox"/> Thunderhill Coal LLC	12-12989
<input type="checkbox"/> Cub Branch Coal Company LLC	12-12926	<input type="checkbox"/> Magnum Coal Sales LLC	12-12958	<input type="checkbox"/> Trout Coal Holdings, LLC	12-12990
<input type="checkbox"/> Dakota LLC	12-12927	<input type="checkbox"/> Martinka Coal Company, LLC	12-12959	<input type="checkbox"/> Union County Coal Co., LLC	12-12991
<input type="checkbox"/> Day LLC	12-12928	<input type="checkbox"/> Midland Trail Energy LLC	12-12960	<input type="checkbox"/> Viper LLC	12-12992
<input type="checkbox"/> Dixon Mining Company, LLC	12-12929	<input type="checkbox"/> Midwest Coal Resources II, LLC	12-12961	<input type="checkbox"/> Weatherby Processing LLC	12-12993
<input type="checkbox"/> Dodge Hill Holding JV, LLC	12-12930	<input type="checkbox"/> Mountain View Coal Company, LLC	12-12962	<input type="checkbox"/> Wilcat Energy LLC	12-12994
<input type="checkbox"/> Dodge Hill Mining Company, LLC	12-12931	<input type="checkbox"/> New Trout Coal Holdings II, LLC	12-12963	<input type="checkbox"/> Wilcat, LLC	12-12995
<input type="checkbox"/> Dodge Hill of Kentucky, LLC	12-12932	<input type="checkbox"/> Newtown Energy, Inc.	12-12964	<input type="checkbox"/> Wilcat, LLC	12-12995
<input type="checkbox"/> EACC Camps, Inc.	12-12933	<input type="checkbox"/> North Page Coal Corp.	12-12965	<input type="checkbox"/> Will Scarlet Properties LLC	12-12996
<input checked="" type="checkbox"/> Eastern Associated Coal, LLC	12-12934	<input type="checkbox"/> Ohio County Coal Company, LLC	12-12966	<input type="checkbox"/> Winchester LLC	12-12997
<input type="checkbox"/> Eastern Coal Company, LLC	12-12935	<input type="checkbox"/> Panther LLC	12-12967	<input type="checkbox"/> Winifrede Dock Limited Liability Company	12-12998
		<input type="checkbox"/> Patriot Beaver Dam Holdings, LLC	12-12898	<input type="checkbox"/> Yankeetown Dock, LLC	12-12999
		<input type="checkbox"/> Patriot Coal Company, L.P.	12-12968		
		<input type="checkbox"/> Patriot Coal Corporation	12-12900		

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

PROOF OF CLAIM

Name of Creditor (the person or other entity to whom the Debtor owes money or property): Cathy Wright, Administratrix, Estate of Nina Virginia Wright		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	<u>Your Claim Is Scheduled As Follows:</u> If an amount is identified above, you have a claim scheduled by the Debtor as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.
Name and address where notices should be sent: William A. Walsh, Esq. Weitz & Luxenberg, P.C. 700 Broadway New York, NY 10003 Telephone number: (212) 558-5836 E-mail: wwals@weitzlux.com		Court Claim Number: (If known) Original Claim Filed on:	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
Telephone number: E-mail:			
1. Amount of Claim as of Date Case Filed (July 9, 2012): \$ 548,380 (See instruction #1) If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: Personal Injury (See instruction #2)			
3. Last four digits of any number by which creditor identifies Debtor: (See instruction #3) 6 0 7 3		3a. Debtor may have scheduled account as: Nina Virginia Wright (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtor and its Court-appointed claims agent, GCG, Inc. ("GCG"), are not authorized to provide you, and are not providing you, with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY FIRST CLASS MAIL:** Patriot Coal Claims Processing Center, c/o GCG, P.O. Box 9898, Dublin, Ohio 43017-5798. **IF BY HAND DELIVERY OR OVERNIGHT MAIL:** Patriot Coal Claims Processing Center, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017. **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

THE GENERAL BAR DATE IS DECEMBER 14, 2012 AT 5:00 P.M. (PREVAILING EASTERN TIME) AND THE GOVERNMENTAL BAR DATE IS JANUARY 21, 2013 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court (the "Court") for the Southern District of New York on July 9, 2012 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy cases. Please provide us with a valid e-mail address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the Court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing (using the exchange rate, if applicable, as of the Commencement Date.) Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):

If you have a claim arising from the value of any goods received by the Debtor within 20 days before the Commencement Date, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See Definitions.)

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity to whom the debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the proof of claim form with GCG as described in the instructions above.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Claim Entitled to Priority Under 11 U.S.C. § 503 (b)(9)

A Section 503 (b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social security, individual's tax identification, or financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

Upon GCG's receipt of your proof of claim, GCG will send you an acknowledgement letter stating your assigned claim number and the date on which GCG received your proof of claim. Additionally, you may view your entire filed proof of claim at <http://www.patriotcaseinfo.com>.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official Court documentation or communications from the Debtor. These entities do not represent the Court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the Court.

EXHIBIT C



June 13, 2014

CATHY WRIGHT
ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT
ATTN: WILLIAM A WALSH, ESQ
700 BROADWAY
NEW YORK NY 10003

Re: In re Patriot Coal Corporation, et al., Case No. 12-51502

Patriot Coal Corporation and its debtor affiliates (collectively, "Patriot") filed under Chapter 11 of the United States Code on July 9, 2012. As you may know, a creditor that has an allowed claim against Patriot may receive certain distributions pursuant to a chapter 11 plan of reorganization that is confirmed by the Bankruptcy Court. An allowed claim may be established in a variety of ways, including (1) by settlement between the parties, (2) through an order of the Bankruptcy Court resolving Patriot's objection to a claim, or (3) by Patriot's agreement that a proof of claim is not disputed.

Regardless of the method of determining the allowed claim, actual distribution amounts are typically based on a percentage of the allowed claim as defined in the court approved plan of reorganization, and such distributions will not be made any earlier than when Patriot emerges from bankruptcy.

Patriot proposes to agree upon the allowed value of the claim(s) you filed against Patriot pursuant to the settlement agreement attached hereto (the "Settlement Agreement"). Patriot has reviewed and compared your claim(s) with its books and records. Based upon this review, the proposed amount of your allowed claim is set forth in Exhibit B of the Settlement Agreement, which sets out the proposed allowed claim amount(s) against the appropriate Debtor(s) according to Patriot's books and records.

If the Settlement Agreement is acceptable to you, please return a signed copy to us at: Patriot Coal Corporation, Claims Settlement, 12312 Olive Boulevard, St. Louis, MO 63141, or send via email to claims@patriotcoal.com, or via FAX to 314-275-3626 so that it is received on or prior to **June 20, 2014**.

You are not required to sign the Settlement Agreement attached hereto, and we encourage you to consult an attorney if you desire legal advice regarding the Settlement Agreement. However, if you and Patriot are unable to agree upon the amount of your allowed claim(s) or Patriot does not receive your signed Settlement Agreement by September 25, 2013, Patriot will likely object to your claim(s) shortly thereafter by filing an objection with the Bankruptcy Court.

If you have any questions concerning the terms of the Settlement Agreement or the proposed amount of your allowed claim(s), please contact us at Ph: 314-275-1902. We appreciate your prompt attention to this matter and look forward to working with you to finalize the amount of your allowed claim(s).

Very Truly Yours,
Patriot Coal Corporation
Claims Settlement
12312 Olive Boulevard
St. Louis, MO 63141
Ph: 314-275-1902
Fax: 314-275-3626

EXHIBIT D

Walsh, William

From: Beeson, Joseph S. <jsb@ramlaw.com>
Sent: Friday, September 20, 2013 3:26 PM
To: David R Barney Jr
Cc: Kevin Thompson; Walsh, William; Thomas F. Basile; Soutar, Donald
Subject: Re: Eastern Employer Cases

Where do we stand with Wright? Patriot is going to have to file objections soon. Thanks. Joe

Sent from my iPhone

On Sep 20, 2013, at 2:39 PM, "David R Barney Jr" <drbarneywv@gmail.com> wrote:

Joe,

I have the signed settlement documents for Plaintiffs Monty Boytek, John Chandler, Rickey Hicks, Thomas Jeffrey, Lacy McKinney and Dennis Miller.

Do you want me to deliver the documents to you or do I need to send them to Patriot Coal Corp. Please advise.

Thanks,

David

On Thu, Sep 12, 2013 at 6:20 PM, David R Barney Jr <drbarneywv@gmail.com> wrote:
OK, thanks.

On Thu, Sep 12, 2013 at 5:10 PM, Beeson, Joseph S. <jsb@ramlaw.com> wrote:

No. You are looking at Exhibit A which is the amount of the claim you filed with the bankruptcy court. Switch to exhibit B for the amount of the settlement. Joe Beeson

From: David R Barney Jr [<mailto:drbarneywv@gmail.com>]
Sent: Thursday, September 12, 2013 3:50 PM
To: Beeson, Joseph S.
Cc: Kevin Thompson; Walsh, William; Thomas F. Basile; Soutar, Donald

Subject: Re: Eastern Employer Cases

Joe:

The spreadsheet for Monty Boytek indicates that his settlement is for \$327,563. Is that correct? Please advise.

Thanks,

David

On Wed, Sep 11, 2013 at 9:33 AM, Beeson, Joseph S. <jsb@ramlaw.com> wrote:

Kevin: You have the agreements to be signed by Miller, McKinney, Hicks, Boytek, Chandler and Jeffrey. Do you have any further word on Wright? Please return the signed agreements as soon as possible. Thanks. Joe Beeson

From: Kevin Thompson [<mailto:kwthompsonwv@gmail.com>]

Sent: Friday, September 06, 2013 2:46 PM

To: Beeson, Joseph S.

Cc: Walsh, William; Thomas F. Basile; David R Barney Jr; Soutar, Donald

Subject: Re: Eastern Employer Cases

Joe,

Thomas Jeffery agrees.

Kevin

On Friday, September 6, 2013, Beeson, Joseph S. wrote:

Let's wait. Patriot will hold off until next Friday, the 13th (hope that isn't bad luck). See if you can get agreement by then. Thanks. Joe Beeson

From: Kevin Thompson [mailto:kwthompsonwv@gmail.com]
Sent: Friday, September 06, 2013 10:58 AM
To: Beeson, Joseph S.
Cc: Walsh, William; Thomas F. Basile; David R Barney Jr; Soutar, Donald
Subject: Re: Eastern Employer Cases

Joe,

I have assent from Chandler. Still working on the other two. Absent approval from Jefferiey and Wright, I will tentatively accept on their behalf pending execution of settlement agreement. Will that work?

Kevin

On Friday, September 6, 2013, Beeson, Joseph S. wrote:

Kevin: I have attached the settlement agreements with exhibits for the Miller, McKinney, Hicks and Boytek cases. The agreements need to be signed and returned by September 25, 2013.

With regard to Chandler, Jeffrey and Wright, we have received no confirmation of settlement. Absent, any confirmation by the end of the day to day, due to time constraints, we will need to file objections in bankruptcy court next week. Thanks for your cooperation. Joe Beeson

From: Waller, Eric [mailto:EWaller@patriotcoal.com]
Sent: Thursday, September 05, 2013 5:57 PM
To: Beeson, Joseph S.
Cc: Hayes, Mark H.; Beeson, Craig S.; Atkinson, Carolyn E.
Subject: RE: Eastern Employer Cases

Joe, attached is the settlement paperwork for the Hicks, McKinney, Miller, and Boytek float sink settlements. Please double check the settlement amounts for me before forwarding to Kevin Thompson. We should also remind him that he owes us a response in Chandler, Jeffrey, and Wright this week, or we will proceed to file our objections.

Thanks

Eric

Eric R. Waller

Assistant General Counsel

Patriot Coal Services, LLC

900 Laidley Tower

P. O. Box 1233

Charleston, WV 25324

Phone: 304-340-1716

Fax: 304-380-0371

From: Beeson, Joseph S. [<mailto:jsb@ramlaw.com>]
Sent: Monday, August 05, 2013 3:22 PM
To: Waller, Eric
Cc: Hayes, Mark H.; Beeson, Craig S.; Atkinson, Carolyn E.
Subject: FW: Eastern Employer Cas

Walsh, William

From: Beeson, Joseph S. <jsb@ramlaw.com>
Sent: Monday, September 16, 2013 7:11 PM
To: Kevin Thompson; 'David R Barney Jr'; Thomas F. Basile; Walsh, William
Subject: FW: VM Message for you (MB11902) from 3045247506
Attachments: 0063945C.wav; ATT00001.htm

Kevin: Attached is a voice mail received by Patriot today from John Chandler. Obviously, no one from Patriot can talk with Mr. Chandler about this. You advised us that Mr. Chandler agreed to the settlement and we sent you the settlement agreement. We cannot advise Mr. Chandler on this, nor can we tell him at this point how much he will receive. Please contact him about this and advise him he needs to work through you. Also, have you heard anything further about Wright. Thanks. Joe Beeson

From: Waller, Eric [mailto:EWaller@patriotcoal.com]
Sent: Monday, September 16, 2013 3:41 PM
To: Beeson, Joseph S.
Subject: Fwd: VM Message for you (MB11902) from 3045247506

Joe, we received the attached voicemail from John Chandler, one of the floats sink plaintiffs. Obviously I can't call him back since he is represented by counsel but can you talk to his counsel and see what this is about? Obviously I want to acknowledge that he has called and see if we can answer his questions, though I don't think anyone can give a firm answer on "how much" until the plan of reorganization is approved.

Thanks
Eric

Sent from my iPhone

Begin forwarded message:

From: "Hulsey-Lupp, Mary" <MHulsey-Lupp@PatriotCoal.com>
Date: September 16, 2013, 2:14:48 PM EDT
To: "Waller, Eric" <EWaller@patriotcoal.com>
Subject: FW: VM Message for you (MB11902) from 3045247506

Eric

I am forwarding with voice message (email) that was received through the "claims" contact number regarding the "Float Sink" litigation settlement

Jarod told me that you were dealing with this activity and that I should forward this message along to you

Let me know if you need any additional information from me

Regards
Mary

Mary Hulsey-Lupp

mhulsey-lupp@patriotcoal.com
(314) 523-2965

From: VOICEMAIL [mailto:13699@patriotcoal.com] **On Behalf Of** Enterprise-Messaging
Sent: Monday, September 16, 2013 12:49 PM
To: VPIM=11902@patriotcoal.com
Subject: VM Message for you (MB11902) from 3045247506

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>
