UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION

HUBERT LOWE,
PO Box 386
Omar, WV 25638

MANUEL OJEDA,
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Chapmanville, WV 25508

CARL EGNOR,
85 Hummingbird Drive
Given, WV 25245

JAMES SMITH,
5730 Ripley Road
Cottageville, WV 25239

KEVIN LUTHEY,
14F Wheatley Branch Road
Chapmanville, WV 25508

RONALD PAULEY,
50 Sunset Drive
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MARK AQUILAR,
PO Box 569
Oceana, WV 24870

BRUCE MILLER
PO Box 523
Sylvester, WV 25193

and

INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA,
18354 Quantico Gateway Drive, Ste. 200
Triangle, VA 22172

Plaintiffs,

v.

Case No.: 2:12-6925

PEABODY HOLDING COMPANY, LLC,
701 Market Street
St. Louis, MO 63101

PEABODY ENERGY CORPORATION,
701 Market Street
St. Louis, MO 63101

and

ARCH COAL, INC.
One City Place Drive, Suite 300
St. Louis, MO 63141

Defendants.

COMPLAINT FOR DECLARATORY RELIEF AND INTERFERENCE WITH PROTECTED RIGHTS UNDER SECTION 510 OF ERISA

Plaintiffs, former employees of Defendants Peabody Holding Company, LLC ("Peabody Holding"), Peabody Energy Corporation ("Peabody Energy") (collectively "Peabody") and Arch Coal, Inc. ("Arch"), and Plaintiff International Union, United Mine Workers of America ("UMWA"), through their counsel, present this complaint.

I. NATURE OF THE ACTION

1. Plaintiffs bring this action under 28 U.S.C. Sections 2201 and 2202, on their own behalf and on behalf of similarly-situated former employees of Defendants Peabody and Arch, for the purpose of determining a question in actual controversy between the parties as set forth more fully below.

2. Plaintiffs also bring this action under Sections 510 and 502(a)(3) of the Employee Retirement Income Security Act of 1974, *as amended* ("ERISA"), 29 U.S.C. §§ 1140, 1132(a)(3) on their own behalf and on behalf of similarly-situated former employees of Defendants Peabody and Arch.

3. These actions arise out of the unlawful efforts of the Defendants to deprive their respective former employees of employment benefits owed under the terms of their employee benefit plans. These plans were established through collective bargaining with the UMWA.

4. The named individual Plaintiffs have brought this suit on behalf of themselves and the other approximately 10,000 similarly-situated employees and retirees to have the Court declare the Defendants obligated to maintain Plaintiffs' benefits plans at their current levels and to find the Defendants actions in violation of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001, *et. seq*. Plaintiffs seek appropriate legal and equitable relief.

II. PARTIES

A. Plaintiffs

5. Plaintiff Hubert Lowe was employed by an Arch subsidiary and retired before the spin-off of Patriot. Plaintiff was employed by Arch and its subsidiaries for more than twenty years. Arch was responsible for contributing to and maintaining Plaintiff's retiree benefits and health and welfare benefits prior to the spin-off. Plaintiff Lowe is a resident of the state of West Virginia.

6. Plaintiff Manuel Ojeda was employed by an Arch subsidiary and retired before the spin-off of Patriot. Plaintiff was employed by Arch and its subsidiaries for more than twenty years. Arch was responsible for contributing to and maintaining Plaintiff's retiree benefits and health and welfare benefits prior to the spin-off. Plaintiff Ojeda is a resident of the state of West Virginia.

7. Plaintiff Carl Egnor was employed by a Peabody subsidiary and retired before the spin-off of Patriot. Plaintiff Egnor was employed by Peabody for more than twenty-eight years. Peabody was responsible for contributing to and maintaining Plaintiff's retiree benefits and health and welfare benefits prior to the spin-off. Plaintiff Egnor is a resident of the state of West Virginia.

8. Plaintiff James Smith was employed by a Peabody subsidiary and retired before the spin-off of Patriot. Plaintiff Smith was employed by Peabody for more than twenty-four years. Peabody was responsible for contributing to and maintaining Plaintiff's retiree benefits and health and welfare benefits prior to the spin-off. Plaintiff Smith is a resident of the state of West Virginia.

9. Plaintiff Kevin Luthey was employed by an Arch subsidiary and terminated by Arch during the spin-off of Magnum that was effective as of January 1, 2006. Plaintiff Luthey was employed by Arch for more than twenty-two years. Plaintiff Luthey is currently employed by Apogee Coal, a subsidiary of Patriot Coal Corporation ("Patriot"). Plaintiff Luthey is a resident of the state of West Virginia.

10. Plaintiff Ronald Pauley was employed by an Arch subsidiary and terminated by Arch during the spin-off of Magnum Coal, Inc. ("Magnum") that was effective as of January 1, 2006. Plaintiff Pauley was employed by Arch for more than twenty-five years. Plaintiff Pauley is currently employed at the Hobet 23 location of Patriot. Plaintiff Pauley is a resident of the state of West Virginia.

11. Plaintiff Mark Aquilar was employed by a Peabody subsidiary and terminated during the spin-off of Patriot that was effective as of October 31, 2007. Plaintiff Aquilar was employed by Peabody for over twenty-nine years. Plaintiff is currently employed by a subsidiary of Patriot. Plaintiff Aquilar is a resident of the state of West Virginia.

12. Plaintiff Bruce Miller was employed by a Peabody subsidiary and terminated during the spin-off of Patriot that was effective as of October 31, 2007. Plaintiff Miller was employed by Peabody for over seven years. Plaintiff is currently employed by a subsidiary of Patriot. Plaintiff Miller is a resident of the state of West Virginia.

13. Plaintiff International Union, United Mine Workers of America ("UMWA") is a labor organization within the meaning of Section 2(5) of the Labor-Management Relations Act, 29 U.S.C. §152(5), and represented individual Plaintiffs herein for purposes of collective bargaining during their employment with Peabody and Arch and their affiliates and/or subsidiaries and continue to represent those currently employed by Patriot. The UMWA currently represents individual Plaintiffs who are employed by Patriot. The principal office of the UMWA is located at 18354 Quantico Gateway Drive, Suite 200, Triangle, Virginia, 22172.

14. At all relevant times, each of the above named Plaintiffs was a participant and/or beneficiary of the Benefit Plan maintained by Patriot and previously maintained by Peabody and Arch, within the meaning of ERISA Section 3(7) and (8), 29 U.S.C. § 1002(7) and (8).

B. Defendants

15. Defendant Peabody Holding is a limited liability company organized and existing under the laws of the State of Delaware. It is a subsidiary of Defendant Peabody Energy, the

largest publicly-traded coal company in the world. Peabody Energy and Peabody Holding are located at 701 Market Street, St. Louis, MO 63101. Peabody Holding, the largest coal producer in the United States, operates mines throughout the nation's coal fields. Peabody Holding conducts business and has offices throughout the United States.

16. Peabody Holding is an "employer" and a "person" within the meaning of ERISA Section 3(5), (9), 29 U.S.C. § 1002(5) and (9), and at all relevant times was and is an employer engaged in commerce or in any industry or activity affecting commerce.

17. Peabody Energy is a corporation existing under the laws of the State of Delaware. Peabody Energy conducts business and has offices throughout the United States.

18. Peabody Energy is an "employer" and a "person" within the meaning of ERISA Section 3(5), (9), 29 U.S.C. § 1002(5) and (9), and at all relevant times was and is an employer engaged in commerce or in any industry or activity affecting commerce.

19. Prior to October 30, 2007, Peabody Energy and Peabody Holding, along with other affiliated and subsidiary corporations, maintained employee benefit plans covering its employees represented by the UMWA ("UMWA Employees"), retired UMWA Employees and their eligible dependents. These plans were the product of collective-bargaining between the UMWA and, among others, Peabody subsidiaries.

20. Defendant Arch is a corporation existing under the laws of the State of Delaware. Its headquarters are located at One City Place Drive Suite 300, St. Louis, MO 63141. Arch operates mines throughout the nation's coal fields.

21. Arch is an "employer" and a "person" within the meaning of ERISA Section 3(5), (9), 29 U.S.C. § 1002(5) and (9), and at all relevant times was and is an employer engaged in commerce or in any industry or activity affecting commerce.

22. Prior to January 1, 2006, Arch, along with other affiliated and subsidiary corporations, maintained employee benefit plans covering its UMWA Employees, retired UMWA Employees and their eligible dependents. These plans were the product of collective-bargaining between the UMWA and, among others, Arch subsidiaries.

23. The Bituminous Coal Operators' Association, Inc. ("BCOA") is an association of employers in the bituminous coal industry that represents its members in collective bargaining with the UMWA. Prior to 2006, Defendant Peabody owned and directly controlled organized subsidiaries that were members of the BCOA, and were represented by the BCOA for purposes of collective bargaining with the UMWA. As recently as 2002, Arch owned and directly controlled organized subsidiaries that were members of the BCOA and were represented by the BCOA for the purposes of collective bargaining with the UMWA.

III. JURISDICTION AND VENUE

24. This Court is authorized to enter declaratory relief pursuant to 28 U.S.C. § 2201.

25. This Court has exclusive subject matter jurisdiction over the claim that Defendants violated 29 USC §1140 pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1), (f).

26. Venue is proper and this Court has personal jurisdiction over the Defendants pursuant to 29 U.S.C. §1132(e)(2). An action brought under 29 USC §1132(e)(2) may be

brought where the breach took place. Defendants by their actions intended to interfere with Plaintiffs' attainment of retiree and other benefits and to discriminate against Plaintiffs with respect to these benefits, which are received in West Virginia. Accordingly, the breaches related to the employee benefit plans that are the subject of this suit occurred in this District.

IV. HISTORY OF RELEVANT BENEFIT FUNDS

27. Since shortly after World War II, health and retirement benefits in the coal industry have been provided to employees through a multiemployer arrangement. The first coal industry multiemployer benefit plan was created in an agreement between the UMWA and the federal government in settlement of a national strike during which the government had seized virtually all of the nation's coal mines. Eastern Enterprises v. Apfel, 524 U.S. 498, 504-05 (1998). The central issue in the strike was the UMWA's proposal that the parties create a health and welfare fund for coal miners. In an effort to end the strike and avoid further disruption in the coal industry, President Truman issued an executive order on May 21, 1946, directing Secretary of the Interior Julius Krug to seize the mines and to negotiate an agreement with the UMWA. Id.; Holland v. Keenan Trucking, Inc., 102 F.3d 736, 738 (4th Cir. 1996). The agreement reached to resolve that strike, known as the Krug-Lewis Agreement, established the program of pensions and lifetime health coverage that continues to this day. Beginning in 1950, pension and health benefits for both working and retired miners were provided through a single plan, known as the UMWA Welfare and Retirement Fund of 1950. Id. Subsequent agreements negotiated

between the UMWA and the BCOA, known as the National Bituminous Coal Wage Agreements ("NBCWAs"), maintained this structure.

28. As members of the BCOA multi-employer bargaining group, Peabody and Arch subsidiaries were signatories to and bound by the NBCWAs and other agreements negotiated between the UMWA and the BCOA.

29. In the 1974 NBCWA, the single plan structure was abandoned in favor of four separate plans. These were the UMWA 1950 Pension Plan ("1950 Pension Plan"), the UMWA 1974 Pension Plan ("1974 Pension Plan"), the UMWA 1950 Benefit Plan ("1950 Benefit Plan"), and the UMWA 1974 Benefit Plan ("1974 Benefit Plan"). See Davon, Inc. v. Shalala, 75 F.3d 1114, 1125 (7th Cir.), cert. denied, 519 U.S. 808 (1996). The two 1950 Plans generally provided health and retirement benefits to miners and their dependents who last worked in covered employment prior to January 1, 1976. The 1950 Pension Plan provided pension benefits, while the 1950 Benefit Plan provided health and other welfare benefits. The two 1974 Plans generally provided health and retirement benefits to coal miners who left covered employment on or after January 1, 1976, as well as health benefits to active employees who continued to work under the then-effective 1974 NBCWA. Id. Notwithstanding their division into separate plans, these four plans continued to be administered together, and are collectively referred to as the "UMWA Health and Retirement Funds" (the "Funds").

30. Subsequent to the expiration of the 1974 NBCWA, as the result of difficult and contentious negotiations that included a lengthy industry-wide strike, the system was again changed in the 1978 NBCWA. Id. at 1118. Although the 1974 Pension Plan and the two 1950

Plans were left largely unchanged, in order to address employer concerns that the multiemployer approach to retiree health care was unraveling as fewer companies remained to participate in the multiemployer plans and an increasing burden was placed on the shrinking group of signatory operators, the role of the 1974 Benefit Plan was substantially altered. See, e.g., Holland v. Double G Coal Co., 898 F. Supp. 351, 353-54 (S.D. W. Va. 1995). At that time, primary responsibility for providing health benefits for active miners and retirees, as well as their dependents, was shifted to the individual employers who were required to establish their own separate health plans. The level of benefits under the Employer Plans was to be the same as that provided by the 1974 Benefit Plan. Although direct responsibility for provision of health care benefits was now placed upon the employers, the 1974 Benefit Plan was retained as an orphan plan to provide benefits to "retired miners" and their dependents whose last employer was "no longer in business." Id. Moreover, the employers expressly agreed to guarantee the benefits from all four of the pension and benefit plans, as well as each employer's own Employer Plan, for the term of the existing NBCWA. Id.

31. After the 1978 NBCWA was negotiated, a series of decisions recognized that the retirees were entitled to lifetime benefits, but that the employer's obligation was limited to the term of the contract and the 1974 Benefit Plan was obligated to provide the benefits where the employer was no longer signatory. District 29, UMWA v. Royal Coal Company ("Royal I"), 768 F.2d 588 (4th Cir. 1985); District 29, UMWA v. UMWA 1974 Benefit Plan ("Royal II"), 826 F.2d 280 (4th Cir. 1987); United Mine Workers of America v. Nobel, 720 F. Supp. 1169 (W.D.Pa. 1989), *aff'd*, 902 F.2d 1558 (3d Cir.1990). While affirming that the retirees were

entitled to lifetime benefits, these decisions resulted in a number of companies who left the coal business shifting their retiree liabilities to the 1974 Benefit Plan, to be funded by the remaining signatory employers.

32. During the 1980's, the problems that led to the 1978 restructuring of the collectively bargained multiemployer benefit plans became more acute, and threatened the 1950 and 1974 Benefit Trusts' ability to continue providing health benefits to their beneficiaries. See UMWA 1992 Benefit Plan v. Leckie Smokeless Coal Co., 99 F.3d 573, 576 (4th Cir. 1996), cert. denied 520 U.S. 1118 (1997)("the number of employers contributing to the plans declined, the number of orphaned miners increased, and the costs of health care soared"). Eastern, 524 U.S. at 511-12; Templeton Coal Co., Inc. v. Shalala, 882 F. Supp. 799, 808 (S.D. Ind. 1995), *aff'd sub nom.* Davon, Inc. v. Shalala, 75 F.3d 1114 (7th Cir.), *cert. denied*, 519 U.S. 808 (1996). These problems caused substantial disruption in the nation's coal fields, leading to intervention once again by the government of the United States.

33. During 1989, the UMWA engaged in a bitter and protracted labor dispute against Pittston Coal Company, a major coal producer that had been signatory to the 1984 NBCWA and prior NBCWAs. The dispute, which resulted in a 10-month strike, centered on the funding of health benefits for retired coal miners and their dependents. See Davon, 75 F.3d at 1118. Pittston refused to contribute to the multiemployer benefit funds and cut off health benefits to retirees in its Employer Plan. This dispute was only resolved after Secretary of Labor Dole intervened and appointed a mediator to facilitate a settlement. Among other things, the settlement provided for the creation of the Secretary of Labor's Advisory Commission on United

Mine Workers of America Retiree Health Benefits (the "Coal Commission"), an industry-wide commission authorized to analyze the retiree healthcare crisis. Eastern, 524 U.S. at 511-13. Included among the members of the Coal Commission was Robert H. Quenon. Mr. Quenon served as the President and Chief Executive Officer of Defendant Peabody Holding Company, Inc. from 1983 to 1990 and served as its Chairman from 1990 to 1991.

34. In its 1990 report to the Secretary of Labor, the Coal Commission observed that:

> Retired coal miners have legitimate expectations of health care benefits for life; that was the promise they received during their working lives and that is how they planned their retirement years. That commitment should be honored.

Coal Comm. Rpt. at 1. Peabody President Quenon joined in the recommendations and conclusions of the Coal Commission.

35. In response to the Report of the Coal Commission, in 1992, Congress passed the Coal Industry Retiree Health Benefit Act of 1992, codified in relevant part at 26 U.S.C. §§ 9701 et seq. (the "Coal Act"). The Coal Act guaranteed that lifetime health care would continue to be provided to more than two hundred thousand retired coal miners and dependents. This guarantee was implemented in several ways. First, the statute created the UMWA Combined Benefit Fund ("Combined Fund"), into which the pre-existing UMWA 1950 and 1974 Benefit Trusts were merged effective February 1, 1993. The Combined Fund provides health and death benefits to coal industry retirees who, as of July 20, 1992, were eligible to receive, and were receiving, benefits from the pre-existing Trusts. 26 U.S.C. § 9703(a), (b)(1), (e), (f). Second, the statute mandates the continuation of individual health plans maintained by signatories to the 1978 and later NBCWAs as of February 1, 1993, which are required to provide benefits to both existing

retirees and beneficiaries and to a limited number of future retired miners and dependents. 26 U.S.C. § 9711. Finally, Congress created the 1992 Plan "to provide health benefits to retirees who were eligible but not yet covered under previous UMWA benefit plans, and who were not receiving benefits directly from their former employers and who retired on or before September 30, 1994. 26 U.S.C. § 9712(b)(2); Keenan, 102 F.3d at 739.

36. Following the passage of the Coal Act, on December 16, 1993, the UMWA and the BCOA entered into the National Bituminous Coal Wage Agreement of 1993. As members of the BCOA who had authorized the BCOA to engage in collective bargaining with the UMWA on their behalf, Peabody's and Arch's organized subsidiaries were signatory to, and bound by, the terms of the 1993 NBCWA.

37. As part of the negotiations surrounding the 1993 NBCWA, the UMWA and the BCOA negotiated and adopted a uniform individual employer benefit plan to govern the provision of benefits by the BCOA member companies in the multiemployer bargaining group, as well as by other companies that sign "me-too" agreements. On behalf of their subsidiaries that were members of the BCOA multiemployer bargaining group, Peabody and Arch established Employer Plans to provide the benefits to their eligible beneficiaries required under the 1993 NBCWA.

38. The 1993 NBCWA carried forward the multiple references to benefits "for life" or "until death" that have been construed to create the promise of lifetime benefits. These references were contained in Article XX of the NBCWAs since 1974, in a section designated "General Description of Plan Benefits." The 1993 NBCWA also added new language that was

expressly intended to make it clear that the last employer of a retiree was responsible for providing those benefits, notwithstanding the expiration of the contract:

> The parties *expressly agree* that the language references to "for life" and "until death" that are retained in this General Description *are intended to mean that each employer will provide, for life, only the benefits of its own eligible retirees who retired between February 1, 1993 and the Effective Date, or who retire during the term of this Agreement.* A retiree shall be considered to be a retiree of an Employer if his last signatory classified employment was with such Employer. The benefits and benefit levels provided by an Employer under its Employer Plan are established for the term of the Agreement only, and may be jointly amended or modified in any manner at any time after the expiration or termination of this Agreement. (Emphasis added).

Similar language was added to the standard 1993 Employer Benefit Plan negotiated along with the 1993 NBCWA.

39. The 1993 NBCWA also created a new multiemployer plan for "orphaned" retirees, the UMWA 1993 Benefit Plan, to replace the 1974 Benefit Plan, which had been merged with the 1950 Benefit Plan and closed to future retirees by the Coal Act. The intent of the UMWA and BCOA in drafting the 1993 NBCWA is quite clear: each employer would be responsible for the benefits of its own retirees for the life of the retirees, and the 1993 Benefit Plan would be responsible only if the last employer were both out of business and financially unable to provide benefits. Furthermore, unlike the old 1974 Benefit Plan, the 1993 Plan's funding was limited to the fixed collectively bargained contribution.

40. The parties explicitly intended to require each employer to provide benefits for life, and to prevent employers from dumping their retirees on the new orphan fund, and added new language to the 1993 NBCWA to emphasize that intent:

> For purposes of determining eligibility under the 1993 Benefit Plan and Trust, the Employer is considered to be "no longer in business" only if the Employer meets the conditions of (I) and (II) below. *The parties expressly intend that each of the requirements of (I) and (II) be met.*
>
> (I) The Employer has ceased all mining operations and has ceased employing persons under this Wage Agreement, with no reasonable expectation that such operations will start up again; and
>
> (II) The Employer is financially unable (through either the business entity that has ceased operations as described in subparagraph (a) above, including such company's successors and assigns, if any, or any other related division, subsidiary, or parent corporation, regardless of whether covered by this Wage Agreement or not) to provide health and other non-pension benefits to its retired miners and surviving spouses. (Emphasis added).

41. Prior to the 1993 NBCWA and the Coal Act, the Royal I decision limited the obligation of an employer to the term of the agreement. Subsequent court decisions, including Royal II and Nobel, required the 1974 Benefit Plan to provide lifetime benefits if those benefits ceased to be provided by the employer, either because it ceased to operate or otherwise ceased to be bound by a successor NBCWA. In effect, under those decisions, the retiree obligation "shifted" or was transferred from the employer to the 1974 Plan at the expiration of the agreement if the employer did not sign a successor agreement. The 1993 NBCWA was specifically intended to change that result, placing a permanent lifetime obligation on the last signatory employer. "The most immediate problem under the 1974 NBCWA, as interpreted by the courts, was that employers' obligations to provide benefits ceased once they were no longer signatories to the contract. The new 1993 provision altered that situation by making it clear that the employers' obligation to provide health benefits continued for the life of the employer, not

simply for the life of the collective bargaining agreement." District 17, UMW v. Brunty Trucking Co., 269 F. Supp. 2d 702, 708-09 (S.D.W. Va. 2003).

42. The UMWA and the BCOA have negotiated a number of NBCWAs since 1993, including the 1998 NBCWA, the 2003 NBCWA, the 2007 NBCWA and the currently-effective 2011 NBCWA. Each and every NBCWA has continued the permanent lifetime obligation to provide healthcare to eligible beneficiaries.

43. Although former Arch subsidiaries – now part of Magnum – ceased to be members of BCOA prior to the execution of the 2007 NBCWA, they continued to sign "me-too" agreements adopting without change the terms of the NBCWA. Although Peabody subsidiaries ceased to be members of BCOA in 2006, they too executed "me-too" agreements binding the organized subsidiaries to the 2007 NBCWA without change.

V. FACTUAL BACKGROUND

A. Peabody and its Spin-off of Patriot

44. For many decades, numerous subsidiaries of Peabody or its predecessors were members of BCOA and signatory to numerous NBCWAs. The 1993 NBCWA confirmed the signatory employers' responsibility to provide lifetime healthcare to their covered employees and their dependents. Numerous subsidiaries of Peabody Holding continued to be members of the BCOA, and signatory to NBCWAs, throughout the 1990s and were signatory to the 1996 and 2002 NBCWA.

45. Before commencement of bargaining that resulted in the 2007 NBCWA – the immediate successor to the 2002 NBCWA – commenced, Peabody subsidiaries resigned from

the BCOA. After the BCOA and the UMWA entered into the 2007 NBCWA, however, Peabody subsidiaries agreed to be bound by the provisions of the contract.

46. Peabody and its organized subsidiaries maintained employee benefit plans pursuant to the terms of each successive NBCWA from the 1978 NBCWA through and including the 2007 NBCWA in order to provide benefits to their UMWA Employees, their retired UMWA Employees not covered by the Coal Act, and their dependents. The plans were commonly administered, maintained and funded for the mutual benefit of Peabody and its subsidiaries such that they constituted a joint venture.

47. On October 31, 2007, Peabody Energy, the ultimate corporate owner of Peabody Holding and its subsidiaries, contributed portions of its Eastern U.S. mining operations to a newly-formed subsidiary known as Patriot in exchange for shares of Patriot common stock. Among the assets contributed to Patriot was Peabody Energy's ownership interest in Affinity Mining, Colony Bay Coal, Eastern Associated Coal, Marktinka Coal Company, Mountain View Coal Company, Heritage Coal (formerly Peabody Coal Company) Pine Ridge Coal Company, Sterling Smokeless Coal Company, Rivers Edge Mining and Yankeetown Dock. Each of these entities had been covered by successive collective bargaining agreements with the UMWA that provided lifetime health care benefits to miners, retirees and their dependents. The terms of the spinoff, transition and post-spinoff relationship between Peabody Energy and Patriot were set forth in a Separation Agreement and series of related agreements. Portions of these agreements were filed with the SEC on October 22, 2007.

48. Peabody Energy, in turn, distributed to its shareholders all of the outstanding shares of Patriot common stock. As a result, on October 31, 2007, Patriot became an independent corporate entity, the shares of which were traded on the New York Stock Exchange.

49. At time of the spinoff, Peabody Energy's stated rationale included the following:

> The Board of Directors of Peabody considered the following potential benefits in making the determination to effect the spin-off. In evaluating these potential benefits, Peabody's Board considered Patriot's capital structure, debt levels and ***retiree healthcare liabilities*** and the effect on Patriot of the agreements being entered into with Peabody in connection with the spin-off. . . .
>
> *Patriot's operations in Appalachia and the Illinois Basin represent a unique set of commercial and operational profiles.* Patriot's operations in Appalachia and the Illinois Basin differ from Peabody's operations in several respects, including: geologic characteristics of the coal reserves, mining conditions, ***workforce management approaches***, business and regulatory environment, mine size, coal qualities and supply/demand dynamics. Peabody's management believes that a management team focused on these unique aspects will better position Patriot to maximize its operating performance.
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> * * *
>
> *With its strong presence in Central Appalachia, Patriot will be well-positioned to be a consolidator within that highly fragmented region.* . . . As an independent entity, Patriot will not compete with Peabody's other operations for capital. Instead, Patriot will be in a position to pursue strategies its Board and management believe will create long-term stockholder value, including ***acquisition*** and organic growth opportunities in ***the highly fragmented Central Appalachian region.*** (Emphasis added.)

50. As a result of the spin-off, Patriot became the independent parent of sixty-four subsidiaries. Six of these subsidiaries, formerly owned by Peabody, – Peabody Coal Co., LLC (now Heritage Coal), Colony Bay Coal Co., Eastern Associated Coal LLC, Mountain View Coal Co., LLC, Pine Ridge Coal Co., LLC, and Rivers Edge Mining Inc. – were signatories to the 2007 NBCWA.

51. Contemporaneous with the spin-off, Peabody and Patriot reached several other agreements, two of which were entitled: a "Coal Act Liabilities Assumption Agreement" and an "NBCWA Individual Employer Plan Liabilities Assumption Agreement."

52. In the Coal Act Liabilities Assumption Agreement, Peabody Holding acknowledged that it would remain a "related person" to Patriot, and therefore remained liable for the provision of healthcare benefits to retirees under the Coal Act. The agreement provided further that Patriot would administer Coal Act plans and the delivery of Coal Act benefits. Peabody holding indemnified Patriot against any claims arising out of a failure of Peabody to timely meet its Coal Act obligations.

53. In the NBCWA Individual Employer Plan Liabilities Assumption Agreement, Peabody Holding Company agreed to assume Patriot's liabilities for provision of retiree healthcare for certain retirees and dependents of Peabody Coal Co., LLC (now Heritage Coal) who had a vested right to receive benefits under the applicable collective bargaining agreements as of December 31, 2006, and had retired prior to that date. Peabody Holding guaranteed payment of this obligation and indemnified Patriot against any failure by Peabody Holding to meet its obligations under the agreement.

54. Without Peabody's assumption of these healthcare obligations, Patriot would have shown a negative net worth on its *pro forma* financial statements, which would have both jeopardized the intended tax-free nature of the distribution of Patriot's shares to the shareholders of Peabody Energy and constituted an obvious fraud on Peabody's creditors. Upon information and belief, in order to make Patriot appear solvent at the time of the spin-off, Peabody Energy

assumed $615.8 million dollars of retiree healthcare and other liabilities, while transferring $557 million in retiree healthcare liabilities to Patriot. As of Dec 31, 2011, the present value of the retiree healthcare obligations Peabody assumed at the time of the spin-off was $697 million.

55. The first quarterly report filed by Patriot after the spinoff – dated December 31, 2007 – showed $1.2 billion in assets and $1.1 billion in liabilities.

56. Patriot assumed these massive legacy liabilities under the direction of Peabody management. Leadership at Peabody Energy who orchestrated the creation of Patriot and the dumping of significant liabilities, including Irl Engelhardt and B.R. Brown, resigned from Peabody's Board of Directors to become Directors of Patriot. According to a submission made by Patriot to the federal government, the "terms of the spinoff, including the financial terms of the arrangements between Peabody and Patriot that continue after the spinoff, were determined by persons who were at the time employees, officers or directors of Peabody or its subsidiaries and, accordingly, had a conflict of interest."

57. Peabody reaped tremendous gains as a result of the spinoff. On Peabody Energy's 3Q 2007 Earnings Conference Call, Peabody CEO Rick Navarre bragged of "significantly lower legacy liabilities as a result of the spinoff." He explained:

> Our retiree, healthcare liability and related expense will be reduced by about 40%. Workers' compensation liability will be cut nearly 90% and asset retirement obligations will be one-third lower and the combined fund and multi-employer co-act obligations will now fully reside with Patriot. In total, our legacy liabilities, expenses and cash flows will be nearly cut in half.

58. Patriot, on the other hand, saddled with liabilities that very nearly equaled its assets, reported a net loss to stockholders of $122,535,000 in its yearly report for 2007. Despite

reporting gains starting in the third quarter of 2008, Patriot began reporting losses to its stockholders in the third quarter of 2010 and ultimately declared bankruptcy on July 9, 2012.

59. In view of the realities of the transaction and the cyclical nature of the price of coal, it was inevitable that Patriot would eventually fail under the weight of its retiree healthcare and other legacy obligations. As stated by Patriot's former Senior Vice President and Chief Financial Officer, and now Senior Vice President of Financial Planning at the time of Patriot's bankruptcy filing:

> In recent years, the demand for coal has decreased, in large part because alternative sources of energy have become increasingly attractive to electricity generators in light of declining natural gas prices and more burdensome environmental and other governmental regulations. At the same time, the Debtors' liabilities have been increasing as the Debtors face sharply rising costs to comply with such regulations and because of *unsustainable labor-related legacy liabilities.*

Declaration of Mark N. Schroeder, p. 8, ¶ 21, B.R. Case No. 12-12900-SCC, Docket No. 4, July 9, 2012 (emphasis added).

60. As of January 1, 2011, Patriot provided health care benefits for the following approximate numbers of employees, retirees, and their dependents, associated with former Peabody subsidiaries: 1,010 active employees, 518 employees whose employment had terminated but whose right to benefits had vested, 2,243 retirees, 167 surviving spouses, 1,852 dependent spouses, and 246 dependent children. As of January 1, 2012, the estimated value of the postretirement benefit obligations for UMWA represented employees covered by Patriot who are associated with former Peabody subsidiaries was approximately $898,680,000, comprised of $534,020,000 for retirees and $364,660,000 for active employees.

61. Approximately 91.3% of the beneficiaries associated with former Peabody subsidiaries who now receive postretirement benefits from Patriot never worked for Patriot, but were former employees, or dependents of former employees, of Peabody or its subsidiaries.

B. Arch, the Spin-off of Magnum, and the Purchase of Magnum by Patriot

62. Similar to Peabody, U.S.-based Arch is a top-five global coal producer and marketer, with 157 million tons of coal sold in 2011. Arch's core business is supplying cleaner-burning, low-sulfur thermal and metallurgical coal to power generators and steel manufacturers on five continents. Arch was formed in July 1997 through the merger of publicly traded Ashland Coal, Inc. and privately held Arch Mineral Corporation. Arch Mineral had its origins in 1969, when it was formed as a partnership between Ashland Oil (now Ashland Inc.) and the Hunt family of Dallas, Texas; Ashland Coal was formed in 1975 as a wholly owned subsidiary of Ashland Oil. With the completion of the merger, Arch became the leading producer of low-sulfur coal in the eastern United States. Arch purports to be the most diversified American coal company with mining complexes across every major U.S. coal supply basin. In total, it claims to provide 15% of America's coal supply from mining complexes in Wyoming, Utah, Colorado, Illinois, West Virginia, Kentucky, Virginia and Maryland.

63. Subsidiaries of Arch or its predecessors have been signatory to various NBCWAs. Apogee Coal Company, Arch of Alabama, Arch on the Green, Arch of Kentucky, Arch of Illinois, Arch of West Virginia, Hobet Mining, Inc. and Cutler Mining Company were all signatories to the 1993 NBCWA. Apogee Coal Company, Arch of Alabama, Arch on the Green, Arch of Kentucky, Arch of Illinois, Arch West Virginia, Hobet Mining, Inc. and Cutler Mining

Company were also signatories to the 1998 NBCWA. Arch subsequently consolidated a number of its subsidiaries into Apogee Coal Company, which was a signatory to the 2002 NBCWA, which was also signed by Hobet Mining, Inc.

64. Effective December 31, 2005, Arch sold 100% of the stock of three subsidiaries – Hobet Mining, Apogee Coal Company and Catenary Coal Company – and their associated mining operations and coal reserves in Central Appalachia to Magnum in return for only a minority share in the company. Magnum had been created by articles of incorporation just two months earlier, on October 5, 2005.

65. ArcLight Capital Partners LLC, through its hedge funds ArcLight Fund I and ArcLight Fund II, was a majority stockholder of Magnum Coal Company. The two companies – ArcLight Capital Partners and Magnum – shared management, including Robb E. Turner, who was both Chairman of Magnum and Senior Partner of ArcLight Capital Partners.

66. Writing post-retiree healthcare liabilities off its balance sheet was an express purpose of Arch's sale to Magnum. As Arch stated in a January 3, 2006 press release:

> As a result of the sale, Arch expects to record a small net gain during the fourth quarter of 2005, which includes the write-off of an estimated $50 million to $60 million of below-market legacy sales contracts retained in the transaction and a charge of $70 million to $80 million related to ***previously unrecognized actuarial liabilities associated with post-retiree healthcare.***
>
> The transaction is expected to be accretive to Arch's earnings and EBITDA in 2006. In addition, the transaction has resulted in a substantial reduction in Arch's legacy liabilities. Had the transaction occurred at September 30, 2005, the book liabilities associated with these operations ***would have included approximately $450 million of post-retiree healthcare, workers' compensation and reclamation obligations***, or $520 million to $530 million including the $70 million to $80 million charge discussed above. Arch expects similar reductions to these liabilities once it closes its books for 2005 and records the impact of this transaction. (Emphasis added.)

A January 4, 2006 article in the St. Louis Post-Dispatch further reported that "Arch instead opted to sell the operations for an unspecified amount of cash and to rid itself of millions of dollars in retiree health care costs and environmental liabilities."

67. Prior to Peabody's spin-off of Patriot, officials of Peabody had conducted a series of meetings with officials of Magnum to consider the possibility of a merger or acquisition of Magnum by Peabody. It was not until after the Patriot spin-off, however, on July 23, 2008, that Magum merged into Patriot through ArcLight's sale of its majority stake hold for nearly $709 million. Following merger, ArcLight owned approximately 16% of Patriot shares, and Magnum's other stockholders owned a combined 15% interest in Patriot. Part of the merger deal required Patriot to assume $150 million of Magum Coal Company's debt.

68. Patriot's acquisition of Magnum caused a massive increase in Patriot's reported Other Post-Employment Benefit obligations, which were valued at $555 million at the end of 2007 and increased to $1,065 million at the close of 2008 – an 85% increase.

69. As of January 1, 2011, Patriot provided healthcare benefits the following approximate numbers of employees, retirees, and their dependents, associated former Arch and Magnum subsidiaries: 410 active employees, 172 employees whose employment had terminated but whose right to benefits had vested, 1,672 retirees, 494 surviving spouses, 1,377 dependent spouses, and 194 dependent children. As of January 1, 2012, the estimated value of the postretirement benefit obligations for UMWA represented employees covered by Patriot who are associated with former Magnum subsidiaries was approximately $505,920,000, comprised of $377,830,000 for retirees and $128,090,000 for active employees.

70. Approximately 92.8% of the beneficiaries associated with former Arch subsidiaries who now receive postretirement benefits from Patriot never worked for Patriot, but were former employees, or dependents of employees, of Arch or its subsidiaries.

71. In total, 91.6% of the beneficiaries for whom Patriot now provides postretirement benefits were employees, or dependents of employees, of Arch or Peabody and/or their subsidiaries and never worked a single day for Patriot.

VI. CLASS ACTION ALLEGATION

72. Class Representatives bring this class action on behalf of themselves and a class of similarly situated former employees of Peabody or Arch and/or their subsidiaries consisting of: (1) retirees of Peabody and/or Patriot who previously worked at Peabody and/or its subsidiaries; (2) retirees of Arch and/or Patriot who previously worked at Arch and/or its subsidiaries; (3) current employees of Patriot who previously worked for Peabody and/or its subsidiaries; and (4) current employees of Patriot who previously worked for Arch and/or its subsidiaries.

73. While the exact number of Class Members is not presently known, on information and belief, it exceeds 10,000. As such, it is so numerous that joinder of individual members in this action is impracticable.

74. Class Members seek to require Defendants to fulfill their commitments to provide retiree benefits at their current levels, as required under the collectively bargained for Benefits Plans.

75. There are common questions of law and fact that relate to and affect Class Members – namely, whether Defendants purposely interfered with the attainment of retiree benefits as set forth in more detail below in Counts I and II of this Complaint.

76. The relief sought is common to all Class Members as set forth below in the section entitled "Prayer for Relief."

77. The claims of Class Representatives are typical of the claims of all Class Members, namely that Defendants purposely interfered with the attainment of retiree benefits in violation of Section 510 and Section 502(a)(3) of ERISA. There is no conflict between Class Representatives and any other Class Member with respect to this action.

78. The Class Representatives will fairly and adequately protect the interests of the Class Members. Attorneys for the Class Representatives are experienced and capable in the field of labor law and ERISA.

79. This action is properly maintained as a class action under Federal Rule of Civil Procedure 23(b)(2), in that Defendants have discharged and discriminated against Class Members with the specific intent of interfering with the attainment of benefits under the Benefits Plans, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the class as a whole.

80. Alternatively, this action is maintainable as a class action under FRCP Rule 23(b)(3), as the common questions of law and fact described above predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

81. Alternatively, this action is maintainable as a class action under FRCP Rule 23(b)(1). Because of the uniform standards of conduct imposed by ERISA, the prosecution of separate actions by individual members of the class would create a risk of: (i) inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and (ii) adjudications that would be dispositive of the interests of non-party class members or substantially impair such non-party class members' ability to protect their interests.

VII. EXHAUSTION IS NOT REQUIRED

82. Exhaustion of administrative remedies is not required as this is claim of a statutory violation of ERISA.

83. Furthermore, any effort to exhaust administrative remedies would be futile because (a) the Defendants do not have an administrative procedure or remedy for reviewing the claims asserted herein; and (b) the Plans at issue do not have the authority to bind Defendants to provide the relief sought such that they would be in a position to make a binding determination in relation to the Defendants.

84. None of the Plaintiffs' claims would be advanced if they were submitted to an administrative entity of the Plan.

COUNT I
(For Declaratory Relief)

85. Plaintiffs' incorporate the allegations contained in paragraphs 1 to 84 of this Complaint, as though fully set forth here.

86. There is an actual actionable and justiciable controversy that exists between the parties which the Court can resolve with finality by declaring the rights of the parties.

87. It is in the public interest to have the rights of the parties determined because the declaratory judgment will afford relief from uncertainty, insecurity, and controversy giving rise to this proceeding, in as much as Defendants claim they are not responsible for maintaining the Benefit Plans spun-off to Patriot.

88. Based upon the representations made to Plaintiffs by Defendants regarding the continued payment of their benefits, Plaintiffs are entitled to continue receiving these benefits and for these benefits to be funded by the Defendants.

89. Pursuant to 28 U.S.C. § 2201, Plaintiff seeks a declaratory judgment that Defendants are obligated to maintain funding of the Benefit Plans at issue.

COUNT II
(For Injunctive Relief)

90. Plaintiffs' incorporate the allegations contained in paragraphs 1 to 89 of this Complaint, as though fully set forth here.

91. ERISA Section 510, 29 U.S.C. § 1140, makes it unlawful to "discharge, fine, suspend, expel, discipline or discriminate against a participant or beneficiary for exercising any right to which he is entitled under the provisions of an employee benefit plan, . . ., or for the purpose of interfering with the attainment of any right to which such participant may become entitled under the plan . . . ."

92. Plaintiffs were discriminated against by Defendants with the specific intent of interfering with the attainment of benefits under the Plans. Defendants conceived and implemented corporate schemes to spin-off their largest liabilities, including retiree, pension, and

health and welfare benefits, into new corporations, Patriot and Magnum, which would inevitably fail.

93. Plaintiff employees of Peabody and Arch subsidiaries as of the date of the respective spin-offs suffered a discharge even though they did not become unemployed as a result of the Defendants' schemes to separate themselves from their liabilities.

94. Plaintiff retirees of Peabody and Arch subsidiaries suffered discrimination as the Defendants spun-off their obligations to pay retiree benefits with the purpose of interfering with the exercise of these rights under the benefit plans.

95. Peabody's desire to defeat its liabilities for payment of retiree and other benefits was a determinative factor in the corporate reorganization that led to the Patriot spin-off. Peabody planned to transfer its employees and benefit plan obligations to Patriot for the purpose of depriving its employees and retired employees of their welfare and retiree benefits.

96. Arch's desire to defeat its liabilities for payment of retiree health and other benefits was a determinative factor in the corporate re-organization that led to the Magnum spin-off. Arch planned to transfer its employees and benefit plan obligations to Magnum for the purpose of depriving its employees and retired employees of their pension, welfare, and retiree benefits.

97. Patriot, saddled with such liabilities, did fail and declared bankruptcy on July 9, 2012.

98. In its bankruptcy filings, Patriot has indicated that a principal reason for its insolvency is its retiree health obligations. Patriot has further indicated that it intends to address these liabilities through the bankruptcy process.

99. In a letter dated to its employees dated October 3, 2012, Patriot stated:

> Members of our management team have met twice recently with the UMWA leadership as we prepare to discuss necessary revisions to UMWA agreements with certain of Patriot's subsidiaries.

100. On October 18, 2012, under questioning from UMWA retirees, a Patriot representative refused to assure the continuation of health care benefits to its retirees, including those retirees who last worked for Peabody or Arch, essentially confirming the stated purpose of reducing its healthcare expenses so that it may successfully reorganize. Patriot has further stated that if it is not allowed to dramatically reduce its expenditures for retiree healthcare expenses, it will remain insolvent and be forced to liquidate.

101. Though the spin-off of Patriot became effective October 3, 2007 and that of Magnum on January 1, 2006, the injury to Peabody and Arch's former employees did not become apparent until the bankruptcy proceedings in 2012, when Patriot proclaimed its intention to reduce healthcare costs and benefits. Consequently, Plaintiffs could not have discovered their injury until at least July 9, 2012.

102. Defendants' wrongful actions have resulted in the imminent reduction or elimination altogether of promised healthcare benefits to Plaintiffs. Although Peabody and Arch are bound to commitments to provide lifetime healthcare to their respective former employees,

their wrongful and discriminatory actions in spinning-off their unionized subsidiaries will result in the reduction or elimination of those promised benefits without injunctive relief.

103. Defendants' conduct, as set forth in this Count, violates Section 510 of ERISA, 29 U.S.C. § 1140.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for the following relief on behalf of themselves and the Plaintiff Class:

A. That the Court enter judgment against Defendants declaring that Defendants are obligated to maintain funding of the Plaintiffs' benefit plans;

B. That the Court enter judgment against Defendants declaring that the practices complained of herein are a violation of Section 510 of ERISA, 29 U.S.C. § 1140, pursuant to ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3);

C. That the Court enter judgment enjoining Defendants to maintain the Benefit Plans at their current levels of funding;

D. That the Court award such other equitable or remedial relief, pursuant to ERISA §502(a)(3), 29 U.S.C. § 1132(a)(3), including equitable restitution and equitable monetary relief against the Defendants;

E. That the Court award Plaintiffs their attorneys' fees, costs, and expenses of this litigation; and

F. That the Court award any other relief, under ERISA or under federal common law, as the Court deems equitable and proper.

Respectfully Submitted,

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Counsel for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Hubert Lowe, et. al

(b) County of Residence of First Listed Plaintiff Logan
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Bradley J. Pyles, Esq.,
Pyles Law Firm, PLLC, P.O. Box 596,
Logan, West Virginia 25601 (304) 752-6000

DEFENDANTS

Peabody Holding Company, LLC
Peabody Energy Corporation
Arch Coal, Inc.

County of Residence of First Listed Defendant St. Louis
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff) and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS
- ❒ 510 Motions to Vacate Sentence

Habeas Corpus:
- ❒ 530 General
- ❒ 535 Death Penalty
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Mgmt. Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ☒ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 463 Habeas Corpus - Alien Detainee (Prisoner Petition)
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ❒ 2 Removed from State Court
- ❒ 3 Remanded from Appellate Court
- ❒ 4 Reinstated or Reopened
- ❒ 5 Transferred from another district *(specify)*
- ❒ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
ERISA Section 510 and 502(a)(3), 29 U.S.C. 1140

Brief description of cause:
Interference with the attainment of employee benefits

VII. REQUESTED IN COMPLAINT:

☑ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ❒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/23/2012

SIGNATURE OF ATTORNEY OF RECORD /s/ Bradley J. Pyles

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____