



**LG&E Energy LLC**  
220 West Main Street (40202)  
P.O. Box 32030  
Louisville, Kentucky 40232

August 19, 2005

Elizabeth O'Donnell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

**RE: *AN EXAMINATION OF THE APPLICATION OF THE FUEL ADJUST-  
MENT CLAUSE OF LOUISVILLE GAS AND ELECTRIC COMPANY  
FROM NOVEMBER 1, 2004 THROUGH APRIL 30, 2005  
CASE NO. 2005-00243***

Dear Ms. O'Donnell:

Enclosed please find an original and five (5) copies of the Response of Louisville Gas and Electric Company to Commission staff's Interrogatories and Requests for Production of Documents dated August 10, 2005, in the above-referenced proceeding.

Please contact me if you have any questions concerning this filing.

Sincerely,

Robert M. Conroy  
Manager, Rates

Enclosures

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

<b>AN EXAMINATION OF THE</b>	)	
<b>APPLICATION OF THE FUEL</b>	)	
<b>ADJUSTMENT CLAUSE OF</b>	)	<b>CASE NO. 2005-00243</b>
<b>LOUISVILLE GAS AND ELECTRIC</b>	)	
<b>COMPANY FROM NOVEMBER 1, 2004</b>	)	
<b>THROUGH APRIL 30, 2005</b>	)	

**RESPONSE OF**  
**LOUISVILLE GAS AND ELECTRIC COMPANY**  
**TO**  
**COMMISSION STAFF'S INTERROGATORIES AND**  
**REQUESTS FOR PRODUCTION OF DOCUMENTS**  
**DATED AUGUST 10, 2005**

**FILED: AUGUST 19, 2005**



**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's Interrogatories and  
Requests for Production of Documents Dated August 10, 2005**

**Case No. 2005-00243**

**Question No. 1**

**Witness: Mike Dotson**

- Q-1. Refer to LG&E's Response to the Commission's Order of July 7, 2005, Item 6. For each of the following contracts, explain why LG&E appears to be experiencing shortfalls in the delivery of coal through April 30, 2005.
- a. Marietta Coal Company/LGE05010
  - b. Smoky Mountain Coal Corporation/LGE02013
  - c. Synfuel Sol. Operating, LLC/LGE02015
- A-1.
- a. Marietta Coal Company – LGE05010. When the new operator of Marietta Coal Company took over the company, reclamation at the surface mine was behind schedule. During late 2004 and early 2005 Marietta Coal Company has been working with the Ohio State Department of Natural Resources to receive approval of their reclamation plan and to catch up on the actual reclamation. Permit approval for a new surface mine is being delayed until the reclamation is caught up. The remaining Marietta contract tonnage will be made up during the later part of 2005 and early 2006.
  - b. Smoky Mountain Coal Corporation – LGE02013. The coal supplied under this contract is coming from a new underground mine being developed in Western Kentucky. Delays in approval of permits, equipment delivery, and the hiring of employees have slowed down the development of this mine. Coal is expected to be produced from the mine in the second quarter of 2005 and all of the tonnage that is currently behind schedule will be made up in the later part of 2005 and in 2006.
  - c. Synfuel Sol. Operating, LLC – LGE02015. Synfuel Solutions is a synfuel contract shipped in conjunction with Hopkins County Coal Contract LGE02014. The two contracts together are behind schedule through April 30, 2005 by only approximately 3,600 tons.



**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's Interrogatories and  
Requests for Production of Documents Dated August 10, 2005**

**Case No. 2005-00243**

**Question No. 2**

**Witness: Mike Dotson**

Q-2. Provide an executed copy of LG&E's Compromise and Settlement Stipulation and Mutual Release of Claims with Centennial Resources, Inc. referenced in the response to the Commission's Order of July 7, 2005, Item 12(c).

A-2. Attachment 1 contains the requested document that is dated May 26, 2005 and not May 24, 2005 as referred to in KU's response to the Commission's Order of July 7, 2005, Item 12(c). Attachment 2 contains a copy of the Stipulation to Dismiss the Proceeding with Prejudice dated May 26, 2005 agreed to by the parties and filed with the court. Attachment 3 contains a copy of the Order of Dismissal entered by the court.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

REBECCA SON, as Liquidating Agent )  
of the Estates of Centennial Coal, Inc., )  
Centennial Resources, Inc., )  
CR Mining Company, )  
and B-Four, Inc., Debtors )

CASE NO. 3:02-CV-440-S

Plaintiff )

v. )

COAL EQUITY, INC. and )  
LOUISVILLE GAS & ELECTRIC, )

Defendants. )

**COMPROMISE AND SETTLEMENT STIPULATION  
AND MUTUAL RELEASE OF CLAIMS**

This Compromise and Settlement Stipulation (the "Settlement Stipulation") is made and entered into as of this 20<sup>th</sup> day of May, 2005, by and between the Liquidating Agent for Centennial Coal, Inc., et al. (the "Liquidating Agent"), and Coal Network, Inc. ("Coal Network") and Louisville Gas & Electric ("LG&E" or with Coal Network, "Defendants").

**WITNESSETH**

**WHEREAS**, on or about October 13, 1998, Centennial Coal, Inc., Centennial Resources, Inc., CR Mining Company and B-Four, Inc. (collectively the "Reorganized Debtors" or "Debtors") each filed voluntary petitions under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware, Case Nos. 98-2316 (PJW) through 98-2319 (PJW) (the "Bankruptcy Court"); and

WHEREAS, pursuant to the Second Amended Joint Plan of Reorganization dated September 5, 2000 (the "Plan"), which went effective on or about March 14, 2001, "all Bankruptcy Actions shall remain property of the Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to be asserted by the Liquidating Agent." See Plan, Article V. A.

WHEREAS, the Liquidating Agent is the plaintiff in U. S. District Court, Western District of Kentucky proceeding, Rebecca Son v. Coal Equity, Inc. and Louisville Gas & Electric, Case No. 3:02-CV-440-S (the "Proceeding") in which she is seeking to recover and alleged contract claim.

WHEREAS, the Defendants have asserted crossclaims against each other in the Proceeding relating to the subject matter of the Liquidating Agent's claims.

WHEREAS, the parties to this Settlement Stipulation (collectively, the "Parties") intend that the full terms and conditions of compromise and settlement be set forth in this Settlement Stipulation; and

WHEREAS, no party to this Settlement Stipulation admits the validity of any of the claims, defenses, counterclaims, crossclaims or contentions of any opposing party, nor does any party hereto admit the invalidity of any claims, counterclaims, crossclaims or defenses which it has previously asserted. Instead, the Parties are entering into this Settlement Stipulation solely for the purposes of avoiding further expense, burden, inconvenience and uncertainty of litigation.

NOW, THEREFORE, for and in consideration of the recitals set forth above, and the additional promises and consideration stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby settle their disputes as follows:



) )

**Settlement Payment.** The Defendants shall pay the sum of One Hundred Ten Thousand Dollars (\$110,000.00) (the "Settlement Amount") to the Liquidating Agent as full and complete satisfaction of any and all claims asserted against it, or between them, in the Proceeding. The Defendants agree that each will contribute one-half of the Settlement Amount. The Settlement Amount shall be paid by check(s) payable to "Rebecca Son, Liquidating Agent", delivered to Rebecca Son, Centennial Coal, 527 Emory Drive, Suite 101, Owensboro, KY 42301 within ten-days following execution of this Agreement. In the event that either LG&E or Coal Equity defaults on the payment of the Settlement Amount, such defaulting party shall be liable for and consents to a judgment for the entire amount sought in the complaint.

**Approval by the Bankruptcy Court.** This Settlement Stipulation is subject to approval by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). Plaintiff shall hold the settlement check(s) and not cash, deposit or negotiate such checks unless and until this Settlement Stipulation is approved by the Bankruptcy Court. In the event that the Bankruptcy Court does not approve this Settlement Stipulation, this Settlement Stipulation shall be null and void, Plaintiff shall immediately return the settlement check(s) to the drawer(s) of such checks, and Plaintiff's claims in the Adversary Proceeding, along with all counterclaims and cross-claims, shall be reinstated in full.

**Release by the Liquidating Agent.** Subject only to the compliance of the Defendants with the terms of this Settlement Stipulation, the Liquidating Agent, on behalf of herself and the Reorganized Debtors, shall and does hereby release the Defendants and their successors, assigns and, solely in their representative capacities, their representatives, including, without limitation, their agents, employees, parent, subsidiary and other related or affiliated companies, servants, officers, shareholders, directors, and each of them of and from any and all claims, causes of

action, suits and demands of any nature or kind, whether arising under the Adversary Proceeding or otherwise; provided, however, that this release shall not affect the Liquidating Agent's right to enforce this Settlement Stipulation.

**Release by the Defendants.** Subject only to the Liquidating Agent's compliance with the terms of this Settlement Stipulation, the Defendants, by this Settlement Stipulation, hereby releases the Liquidating Agent and the Reorganized Debtors and their successors, assigns and, solely in their representative capacities, their representatives, including, without limitation, their agents, employees, parent, subsidiary and other related or affiliated companies, servants, officers, shareholders, directors, and each of them of any and all claims, causes of actions, suits and demands of any nature or kind, whether or not relating to the Proceeding; provided that this release shall not affect the Defendants' rights to enforce this Settlement Stipulation.

**Release between the Defendants.** Subject only to the parties' compliance with the terms of this Settlement Stipulation, the Defendants, by this Settlement Stipulation, hereby release each other and their respective successors and assigns of any and all claims, causes of action, suits and demands of any nature or kind, known or unknown, whether or not relating to the Proceeding; provided that this release shall not affect the Defendants' respective rights to enforce this Settlement Stipulation as between them.

**Dismissal of the Proceeding.** Following timely receipt of the full Settlement Amount and approval of this Settlement Stipulation by the Bankruptcy Court, counsel for the Parties shall file a stipulation of dismissal substantially in the form attached as Exhibit "A," dismissing the Proceeding as between the Parties with prejudice.

**Authority of Signatures.** The person(s) signing this Settlement Stipulation in a representative capacity on behalf of any party, represent(s) to the other Parties, that he or she is

fully authorized to sign and enter into this Settlement Stipulation, on behalf of the corporation, partnership, or entity for which he or she signs and he or she acknowledges his or her understanding that each of the Parties is signing same and agreeing hereto based upon the truth of such representation and that otherwise the parties would not sign or enter into this Settlement Stipulation or take any action based upon same.

**Warranties.** The Parties to this Settlement Stipulation warrant to each other person and parties to same that each of them is represented by competent counsel or has read this Settlement Stipulation and fully understands it to be a compromise and settlement. Each person signing this Settlement Stipulation further warrants and represents to the other party signing same that, he, she, or it is legally competent to execute same and that he, she or it does so of his, her or its own free will and accord. The Liquidating Agent represents that she has authority to prosecute the Adversary Proceeding on behalf of the Estates of the Reorganized Debtors and enter into this Settlement Stipulation on behalf of the Estates of the Reorganized Debtors.

**Headings and Captions.** The headings used in this Agreement are for convenience only and shall not limit, expand, affect or alter the meaning of any text.

**Multiple Counterparts.** This Settlement Stipulation may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be deemed to be one and the same instrument.

**Enforcement.** Notwithstanding the releases contained in this Settlement Stipulation, any signatory may bring an action to enforce this Settlement Stipulation or may interpose this Settlement Stipulation by way of defense or counterclaim in any court of law in such an action, and reasonable attorneys' fees and court costs for such enforcement may be recovered by the prevailing party as set forth herein.

**No Waiver.** The failure of any party to this Settlement Stipulation to enforce at any time any one or more of the terms or conditions of this Settlement Stipulation shall not be a waiver of such terms or conditions or such party's right thereafter to enforce each and every term and condition of this Settlement Stipulation.

**Severability and Savings Clause.** Should any clause, sentence, provision, paragraph, or part of this Settlement Stipulation for any reason whatsoever be adjudged by any court of competent jurisdiction, or be held by any other competent government authority having jurisdiction, to be invalid, unenforceable or illegal, such judgment or holding shall not affect, impair or invalidate the remainder of this Settlement Stipulation, but shall be confined in its operation to the clause, sentence, provision, paragraph or part of this agreement directly involved and the remainder of this Settlement Stipulation, wherever practicable, shall remain in full force and effect.

**Gender.** Words used in the Settlement Stipulation of any gender shall be construed to include any other gender where appropriate, and words used in this Settlement Stipulation that are either singular or plural shall be construed to include the other where appropriate.

**Reliance on Legal Counsel.** The Parties have been advised to consult with an attorney prior to executing this Settlement Stipulation and hereby acknowledge that they have done so. The Parties further acknowledge and represent that they have been given a reasonable period of time to consider and execute this Settlement Stipulation. The Parties further agree that this Settlement Stipulation will not be construed against any party.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties to this Settlement Stipulation and those named in this agreement, and to their assigns,

successors, heirs, executors, administrators, partners, agents, employees, attorneys and representatives.

**Merger.** This Settlement Stipulation constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties.

**Attorneys' Fees and Expenses.** If any legal action is brought by any of the Parties to enforce or related to this Settlement Stipulation, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party or parties its reasonable attorneys' fees and expenses in addition to any other relief that may be awarded. For purposes of this paragraph, the prevailing party is the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which party, if any, is the prevailing party.

**Dismissal of Litigation.** The Parties will dismiss all causes of action asserted by and against each other in the Adversary Proceeding with prejudice.

**Choice of Law.** This Settlement Stipulation shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky without regard to the law concerning conflict of laws.

**Integration Clause.** This Settlement Stipulation integrates the whole of all agreements and understandings of any sort or character between the Parties concerning the subject matter hereof and any other dealings between the Parties hereto, and supersedes all prior negotiations, discussions or agreements of any sort whatsoever relating to the subject matter hereof, or any claims which might have ever been made by one party hereto against any opposing party hereto.

) )

There are no representations, agreements or inducements except as set forth expressly and specifically in the Settlement Stipulation.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**THERE ARE NO UNWRITTEN, ORAL OR VERBAL UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS OF ANY SORT WHATSOEVER, IT BEING STIPULATED THAT THE RIGHTS OF THE PARTIES HERETO AGAINST ANY OPPOSING PARTY HERETO SHALL BE GOVERNED EXCLUSIVELY BY THIS AGREEMENT.**

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Christopher D. Loizides  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801

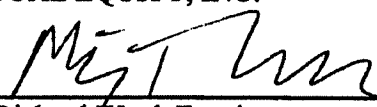
Attorneys for Plaintiff

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202

Attorneys for Defendant  
COAL EQUITY, INC.

Dated: 5/20, 2005

\_\_\_\_\_  
  
Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC

**CERTIFICATE OF SERVICE**

I, Christopher D. Loizides, hereby certify that on the \_\_\_\_ day of May, 2005, I did cause to be served a true and correct copy of the **Stipulation and Order to Dismiss the Proceeding** via First Class Mail on:

J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202  
*Counsel for Coal Equity, Inc.*

Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746  
*Counsel for Louisville Gas & Electric*

---

Christopher D. Loizides (# 3968)  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801  
Telephone: (302) 654-0248  
Facsimile: (302) 654-0728  
E-mail: [loizides@loizides.com](mailto:loizides@loizides.com)

Attorney for Plaintiff



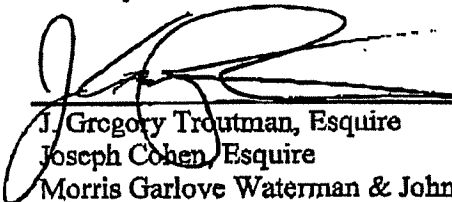
THERE ARE NO UNWRITTEN, ORAL OR VERBAL UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS OF ANY SORT WHATSOEVER, IT BEING STIPULATED THAT THE RIGHTS OF THE PARTIES HERETO AGAINST ANY OPPOSING PARTY HERETO SHALL BE GOVERNED EXCLUSIVELY BY THIS AGREEMENT.

Dated: \_\_\_\_\_, 2005

Christopher D. Loizides  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801

Attorneys for Plaintiff

Dated: MA 26, 2005

  
J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202

Attorneys for Defendant  
COAL EQUITY, INC.

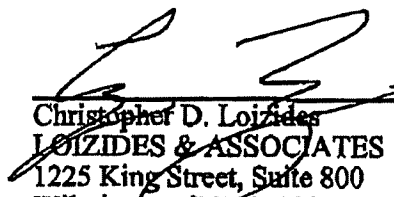
Dated: \_\_\_\_\_, 2005

Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC

**THERE ARE NO UNWRITTEN, ORAL OR VERBAL UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS OF ANY SORT WHATSOEVER, IT BEING STIPULATED THAT THE RIGHTS OF THE PARTIES HERETO AGAINST ANY OPPOSING PARTY HERETO SHALL BE GOVERNED EXCLUSIVELY BY THIS AGREEMENT.**

Dated: May 26, 2005

  
\_\_\_\_\_  
Christopher D. Loizides  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801

Attorneys for Plaintiff

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202

Attorneys for Defendant  
COAL EQUITY, INC.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC

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COPY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

REBECCA SON, as Liquidating Agent of the )  
Estates of Centennial Coal, Inc., Centennial )  
Resources, Inc., CR Mining Company, and )  
B-Four, Inc., )

Plaintiffs )

vi. )

COAL EQUITY, INC. and )  
LOUISVILLE GAS & ELECTRIC, )

Defendants. )

CASE NO. 3:02-CV-440-S

**STIPULATION  
TO DISMISS THE PROCEEDING WITH PREJUDICE**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the parties hereto, through their respective counsel of record, that any and all claims, cross claims and counterclaims of the parties herein are hereby dismissed with prejudice pursuant to Federal Rule of Bankruptcy Procedure 7041.. The parties further stipulate and agree that each and every claim, cross claim and counterclaim have been fully resolved and that the effect of this Stipulation will be to dismiss the entire action with prejudice.

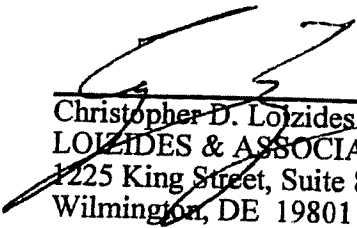
**IT IS FURTHER STIPULATED AND AGREED** that the Court is hereby authorized and requested to execute and enter the Order of Dismissal, a copy of which is attached hereto, and to make all such orders and judgments which may be necessary and proper to dismiss all claims of all parties in the above-titled action with prejudice.

1. **IT IS FURTHER STIPULATED AND AGREED** that each of the parties to this stipulation shall bear and pay all costs and expenses

heretofore incurred or to be incurred by each respectively in connection  
with said action.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation as of the dates set forth below by and through their counsel of record.

Dated: May 26<sup>th</sup>, 2005

  
\_\_\_\_\_  
Christopher D. Loizides  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801

Attorneys for Plaintiff

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202

Attorneys for Defendant  
COAL NETWORK, INC.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation as of the dates set forth below by and through their counsel of record.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Christopher D. Loizides  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801

Attorneys for Plaintiff

Dated: 11-26, 2005

\_\_\_\_\_  
J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202

Attorneys for Defendant  
COAL NETWORK, INC.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation as of the dates set forth below by and through their counsel of record.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Christopher D. Loizides  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801


Attorneys for Plaintiff

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202

Attorneys for Defendant  
COAL NETWORK, INC.

Dated: \_\_\_\_\_, 2005

  
\_\_\_\_\_  
Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC

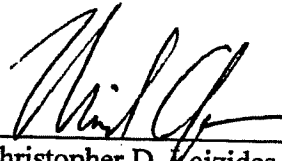
**CERTIFICATE OF SERVICE**

I, Michael J. Joyce, hereby certify that on the 17<sup>th</sup> day of June, 2005, I did cause to be served a true and correct copy of the foregoing **Stipulation and Order to Dismiss the Proceeding with Prejudice** via First Class Mail on:

J. Gregory Troutman, Esquire  
Joseph Cohen, Esquire  
Morris Garlove Waterman & Johnson, PLLC  
One Riverfront Plaza, Suite 1000  
Louisville, KY 40202  
*Counsel for Coal Equity, Inc.*

Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746  
*Counsel for Louisville Gas & Electric Co.*

Dated: June 17, 2005



---

Christopher D. Loizides (Del. Bar No. 3968)  
Michael J. Joyce (Del. Bar No. 4563)  
LOIZIDES & ASSOCIATES  
1225 King Street, Suite 800  
Wilmington, DE 19801  
Telephone: (302) 654-0248  
Facsimile: (302) 654-0728  
E-mail: [loizides@loizides.com](mailto:loizides@loizides.com)

*Attorney for the Liquidating Agent*



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pld

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

REBECCA SON, as Liquidating Agent of the )  
Estates of Centennial Coal, Inc., Centennial )  
Resources, Inc., CR Mining Company, and )  
B-Four, Inc., )

CASE NO. 3:02-CV-440-S

Plaintiffs )

vii. )

COAL EQUITY, INC. and )  
LOUISVILLE GAS & ELECTRIC, )

Defendants. )

**ORDER**

Pursuant to a written stipulation entered into between the Plaintiff and Defendants, stating that all claims, cross claims and counterclaims in the above-entitled action have been fully and finally compromised and settled on the merits:

**IT IS HEREBY ORDERED** that any and all claims, cross claims and counterclaims of the parties herein are hereby dismissed with prejudice, each of the parties to bear and pay all costs and expenses incurred or to be incurred by each in connection with said action.

This \_\_\_ day of \_\_\_\_\_, 2005.

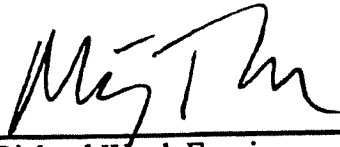
July 5, 2005

Judge 

**Charles R. Simpson III, Judge  
United States District Court**

7/5/05

Tendered by:



---

Richard Ward, Esquire  
Robert Brown, Esquire  
Mickey Webster, Esquire  
Wyatt Tarrant & Combs, LLP  
250 West Main Street, Suite 1600  
1600 Lexington Financial Center  
Lexington, KY 40507-1746

Attorneys for Defendant  
LOUISVILLE GAS & ELECTRIC