UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re: MONTREAL MAINE & ATLANTIC RAILWAY, LTD. Debtor.	Bk. No. 13-10670 Chapter 11

TRUSTEE'S OBJECTION TO MOTION OF THE ESTATE OF JEFFERSON TROESTER FOR RELIEF FROM THE AUTOMATIC STAY

Robert J. Keach, the chapter 11 trustee of Montreal Maine & Atlantic Railway, Ltd. appointed pursuant to 11 U.S.C. § 1163 (the "Trustee"), hereby objects to the *Motion for Relief from Stay* [D.E. 327] filed by The Estate of Jefferson Troester seeking relief from the automatic stay for the purpose of continuing a prepetition tort action against Montreal Maine & Atlantic Railway, Ltd. and other non-debtor defendants. No cause exists to grant the relief sought. In fact, the relief requested would adversely impact the bankruptcy estate because the significant costs associated with defending against the tort action will deplete estate assets. Thus, because the movant has not shown cause for modifying the automatic stay, the motion should be denied. In further support of this objection, the Trustee states as follows:

I. Narrative Response

Section 362(a)(1) provides a stay of all legal proceedings against a debtor that were or could have been commenced before the filing of the chapter 11 case. *See* 11 U.S.C. § 362(a)(1). The purpose of the automatic stay is to allow debtors to focus their attention on restructuring without the distraction of having to defend against litigation in non-bankruptcy courts. *See* Bezanson v. First Nat. Bank of Boston, 633 A.2d 75 (Me. 1993) ("The purpose of the stay is to protect debtors and property of debtors from lawsuits by creditors and to give debtors an

opportunity to organize their affairs."). Section 362(d) provides that the court shall grant relief from stay:

> (1) for cause, including the lack of adequate protection of an interest in property of [a] party in interest;
> (2) with respect to a stay of an act against property under subsection (a) of this section, if –
> (A) the debtor does not have an equity in such property; and
> (B) such property is not necessary to an effective reorganization[.]

11 U.S.C. § 362(d)(1), (2). Although the motion does not recite whether relief from stay is sought under section 362(d)(1) or (d)(2), the Trustee presumes that relief is sought under section 362(d)(1) based on the arguments in the motion and the authorities cited therein.[1]

The movant argues that the motion meets all three factors set out in In re Haines, 309 B.R. 668 (Bankr. D. Mass. 2004) for granting relief from the automatic stay. Although the case is not controlling law in this District, Haines provides one test to determine whether cause exists to grant relief from stay. In Haines, the creditor sought relief from the automatic stay to proceed with pending litigation concerning the debtor's failure to adequately perform work on the creditor's home. In deciding whether to grant relief, the Court utilized a three-part test that evaluated whether:

> a) Any 'great prejudice' to either the bankrupt estate or the debtor will result from continuation of a civil suit, b) the hardship to the [non-bankrupt party] by maintenance of the stay considerably outweighs the hardship of the debtor, and c) the creditor has a probability of prevailing on the merits of his case.

In re Haines, 309 B.R. at 674 (*quoting* In re Pro Football Weekly, Inc., 60 B.R. 824, 826 (N.D Ill. 1986)).

[1] Even if relief is sought under section 362(d)(2), the motion should still be denied. The movant seeks to collect from an insurance policy that is unquestionably property of the estate. *See* Tringali v. Hathaway Machinery Co., 796 F.2d 553, 560 (1st Cir. 1986) ("The language of 541(a)(1) is broad enough to cover an interest in liability insurance, namely , the debtor's right to have the insurance company pay money to satisfy one kind of debt – debts accrued through, for example, the insured's negligent behavior); *see also* In re Vitek, Inc., 51 F.3d 530, 533 (5th Cir. 1995); In re Spaulding Composites Co., 207 B.R. 899, 906 (B.A.P. 9th Cir. 1997); Grillo v. Zurich Ins. Co., 170 B.R. 66, 69 (S.D.N.Y. 1994).

A. Haines Factors

In Haines, the court determined that the creditor was more prejudiced than the debtor, because the estate was unlikely to provide any dividend to creditors as the debtor had no non-exempt assets available for liquidation. *See* id. at 670. Moreover, the creditor was not seeking payment from the debtor, but rather, solely seeking payment from a state created guaranty fund. Id. at 669. Haines also found that the creditor established greater hardship because her claim had already been discharged, so she could not recover against the debtor and her only option was to continue with her pending state court litigation. Id. at 676. Finally, the Court's determined that the creditor had a probability of prevailing on the merits since the debtor failed to respond to the factual allegations in the creditor's stay relief motion. Id.

Here, the opposite of Haines is true. The estate of Montreal Maine & Atlantic Railway, Ltd. ("MMA") would be significantly more prejudiced than the movant if the motion is granted. MMA has assets that are available for liquidation, and the Trustee continues to work towards maximizing recovery for all creditors. Time and money that the Trustee will have to expend in defending against the tort action will interfere with MMA's bankruptcy case and necessarily reduce the recovery available to creditors. On the other hand, the movant will not be prejudiced.

The movant argues that it will suffer great hardship if relief from stay is not granted, because the tort action cannot effectively move forward without establishing MMA's liability. *See* Motion for Relief from Stay, ¶ 9. There will be no hardship to the movant if the stay remains in effect. The movant can dismiss MMA as a party defendant, continue the litigation against the non-debtor defendants and file a proof of claim in MMA's bankruptcy case. That claim can be properly and

more efficiently adjudicated through the claims allowance process.[2] Also, while the movant alleges that MMA has insurance coverage for the claim, MMA's insurer has not agreed to assume responsibility for defending the tort action or indemnifying the estate for any adverse judgment and, in fact, the insurer has suggested that the estate might bear responsibility for the first $250,000 of defense costs as a self-insured retention. Thus, the Trustee would suffer hardship in expending time and money defending the tort action, including but not limited to, involvement in discovery and motion practice. Further, any judgment or settlement in favor of the movant could result in a prepetition administrative claim against the estate under section 1171(a)(1). Such administrative priority would seriously jeopardize MMA's viability and frustrate the Trustee's continued efforts to ensure that MMA's operations will result in maximum yield to all creditors.

The movant has not established any evidence or factual basis establishing the likelihood of prevailing on the merits. The movant states, without more, that the allegations set forth in the complaint indicate a strong probability of success on the merits. The Trustee denies all material allegations in the complaint relating to MMA's asserted liability. Additionally, the tort action is still in the early stages of litigation. The parties have exchanged written discovery, but depositions are not complete and no trial date has been set. The Court cannot determine, nor should it determine, the merits of the tort action on the movant's allegations alone. *See* Grella v. Salem Five Cent Sav. Bank, 42 F.3d 26, 31 (1st Cir. 1994) ("the hearing on a motion for relief from stay is meant to be a summary proceeding") (internal citations omitted). The allegations in both the motion and complaint, therefore, cannot be said to establish a colorable claim against

[2] 28 U.S.C. § 157(b)(5) provides another basis for denial of the motion. That section aims to centralize the adjudication of a bankruptcy case by expressly conferring authority on the district court in which a bankruptcy case is pending to determine the proper venue for trial of personal injury tort and wrongful death claims (such as the movant's claims). The Trustee reserves his right to request that the tort action be transferred to the United States District Court for the District of Maine pursuant to section 157(b)(5).

MMA. *See* id. at 34 (only issue for court to determine in stay relief proceeding is whether creditor has colorable claim such that it is plausible to allow prosecution elsewhere).

B. Curtis Factors

In re Curtis, 40 B.R. 795 (Bankr. D. Utah. 1984) provides another framework to determine whether "cause" exists to grant relief from stay. The Court recognized the following factors as relevant in deciding whether relief from stay should be granted to allow litigation against a debtor:

> (1) Whether the relief will result in a partial or complete resolution of the issues.
>
> (2) The lack of any connection or interference with the bankruptcy case.
>
> (3) Whether the foreign proceeding involves the debtor as a fiduciary.
> (4) Whether a specialized tribunal has been established to hear the particular cause of action and that tribunal has the expertise to hear such cases.
>
> (5) Whether the debtor's insurance carrier has assumed full financial responsibility for defending the litigation.
>
> (6) Whether the action essentially involves third parties, and the debtor functions only as a bailee or conduit for the goods or proceeds in question.
>
> (7) Whether litigation in another forum would prejudice the interests of other creditors, the creditors' committee and other interested parties.
>
> (8) Whether the judgment claim arising from the foreign action is subject to equitable subordination under Section 510(c).
>
> (9) Whether movant's success in the foreign proceeding would result in a judicial lien avoidable by the debtor under Section 522(f).
>
> (10) The interest of judicial economy and the expeditious and economical determination of litigation for the parties.
>
> (11) Whether the foreign proceedings have progressed to the point where the parties are prepared for trial.
>
> (12) The impact of the stay on the parties and the 'balance of hurt.'

Id. at 800-801. (internal citations omitted).

Not all of the Curtis factors are applicable to this proceeding. However, the relevant factors, clearly support the Trustee's objection. Although permitting the tort action to proceed may result in some resolution of the movant's claims against MMA, the litigation is unwarranted, because, as mentioned above, those claims can be determined as part of the claims allowance process. Allowing litigation to proceed would unnecessarily result in expense to both parties when claims can be resolved in the bankruptcy case.

The tort action is also directly connected to the bankruptcy case and the claims alleged are routinely adjudicated through the claims allowance process. The movant admits in the motion that it seeks to establish the amount of its claim in MMA's bankruptcy case. Motion for Relief from Stay, ¶ 7. As discussed in Curtis, "the allowance of claims . . . [is a] fundamental bankruptcy issue[.]" Curtis, 40 B.R. at 805. Since the complaint alleges claims for common law negligence and causes of action under state law, trial in a special court is not necessary to determine the outcome of the action.

The movant clearly seeks to establish MMA's liability as opposed to simply third party liability, and permitting that tort action to continue would unduly burden the estate for the reasons already mentioned. The facts of this case are entirely different than the facts in Haines and the test in Haines and the factors in Curtis support the Trustee's contention that relief from stay should be denied. Accordingly, for the reasons mentioned above, the movant has not established cause for relief from the automatic stay and the motion should be denied.

II. Responses to Factual Allegations as Required by D. Me. LBR 9013-1(f)

JURISDICTION AND STATUTORY BASIS

1. The Trustee admits the allegations contained in ¶ 1 of the motion.

2. The Trustee admits the allegations contained in ¶ 2 of the motion.

3. The allegations set forth in ¶ 3 of the motion are conclusions of law to which no response is required and such allegations are, therefore, denied.

4. The allegations set forth in ¶ 4 of the motion are conclusions of law to which no response is required and such allegations are, therefore, denied.

FACTS AND BASIS FOR RELIEF

5. The Trustee lacks sufficient information to form a belief as to the truth or falsity of the allegations set forth in ¶ 5 of the motion and such allegations are, therefore, denied. By way of further response, the document referenced in ¶ 5 of the motion speaks for itself and thus no further response is required.

6. The Trustee admits that MMA has insurance coverage, but lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations set forth in ¶ 6 of the motion and such allegations are, therefore denied. By way of further answer, the Trustee does not know whether the movant's alleged claim is covered by MMA's insurance and, as of the date hereof, the Trustee is unaware of the insurer's position on coverage. The allegations set forth in ¶ 6 of the motion also make reference to a document which speaks for itself and thus no further response is required.

7. The Trustee lacks sufficient information to form a belief as to the truth or falsity of the allegations set forth in ¶ 7 of the motion.

8. The allegations set forth in ¶ 8 of the motion are conclusions of law to which no response is required and such allegations are, therefore, denied.

9. The Trustee denies the allegations contained in ¶ 9 of the motion.

10. The Trustee denies the allegations contained in ¶ 10 of the motion.

11. The allegations set forth in ¶ 11 of the motion are conclusions of law to which no response is required and such allegations are, therefore, denied.

12. The Trustee admits the allegations contained in ¶ 12 of the motion.

Dated: October 23, 2013

ROBERT J. KEACH,
CHAPTER 11 TRUSTEE OF MONTREAL
MAINE & ATLANTIC RAILWAY, LTD.

By his attorneys:

/s/ *Michael A. Fagone*

Michael A. Fagone, Esq.
D. Sam Anderson, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
100 Middle Street
P.O. Box 9729
Portland, ME 04104
Telephone: (207) 774-1200
Facsimile: (207) 774-1127
E-mail: mfagone@bernsteinshur.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re: MONTREAL MAINE & ATLANTIC RAILWAY, LTD. Debtor.	Bk. No. 13-10670 Chapter 11

CERTIFICATE OF SERVICE

I, Angela L. Stewart, being over the age of eighteen and an employee of Bernstein, Shur, Sawyer & Nelson, P.A. in Portland, Maine, hereby certify that, on October 23, 2013, I filed and served the following document via the Court's CM/ECF electronic filing system:

- Trustee's Objection to Motion of the Estate of Jefferson Troester for Relief from the Automatic Stay

Persons who are served as part of the CM/ECF system are designated on the attached Service List.

Dated: October 23, 2013

/s/ Angela L. Stewart
Angela L. Stewart, Paralegal

BERNSTEIN, SHUR, SAWYER & NELSON
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
(207) 774-1200

SERVICE LIST

Served via CM/ECF:

D. Sam Anderson, Esq. on behalf of Trustee Robert J. Keach
sanderson@bernsteinshur.com,
acummings@bernsteinshur.com;sspizuoco@bernsteinshur.com;astewart@bernsteinshur.com

Richard Paul Campbell on behalf of Creditor Progress Rail Services Corporation
rpcampbell@campbell-trial-lawyers.com, mmichitson@campbell-trial-lawyers.com

Roger A. Clement, Jr., Esq. on behalf of Attorney Verrill Dana LLP
rclement@verrilldana.com, nhull@verrilldana.com;bankr@verrilldana.com

Roger A. Clement, Jr., Esq. on behalf of Debtor Montreal Maine & Atlantic Railway Ltd.
rclement@verrilldana.com, nhull@verrilldana.com;bankr@verrilldana.com

Roger A. Clement, Jr., Esq. on behalf of Trustee Robert J. Keach
rclement@verrilldana.com, nhull@verrilldana.com;bankr@verrilldana.com

Daniel C. Cohn, Esq. on behalf of Creditor Estates of Marie Alliance, et al
dcohn@murthalaw.com, njoyce@murthalaw.com

Maire Bridin Corcoran Ragozzine, Esq. on behalf of Trustee Robert J. Keach
mcorcoran@bernsteinshur.com,
sspizuoco@bernsteinshur.com;astewart@bernsteinshur.com;acummings@bernsteinshur.com;kfox@bernsteinshur.com

Keith J. Cunningham, Esq. on behalf of Creditor Eastern Maine Railway Company
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelley@pierceatwood.com

Keith J. Cunningham, Esq. on behalf of Creditor Maine Northern Railway Company
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelley@pierceatwood.com

Keith J. Cunningham, Esq. on behalf of Creditor New Brunswick Southern Railway Company
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelley@pierceatwood.com

Debra A. Dandeneau on behalf of Creditor CIT Group, Inc.
, arvin.maskin@weil.com

Joshua R. Dow, Esq. on behalf of Creditor Canadian Pacific Railway
jdow@pearcedow.com, rpearce@pearcedow.com;lsmith@pearcedow.com

Joshua R. Dow, Esq. on behalf of Creditor Canadian Pacific Railway Co.
jdow@pearcedow.com, rpearce@pearcedow.com;lsmith@pearcedow.com

Michael A. Fagone, Esq. on behalf of Attorney Bernstein, Shur, Sawyer & Nelson
mfagone@bernsteinshur.com,
acummings@bernsteinshur.com;astewart@bernsteinshur.com;sspizuoco@bernsteinshur.com;kquirk@bernsteinshur.com;kfox@bernsteinshur.com

Michael A. Fagone, Esq. on behalf of Debtor Montreal Maine & Atlantic Railway Ltd.
mfagone@bernsteinshur.com,
acummings@bernsteinshur.com;astewart@bernsteinshur.com;sspizuoco@bernsteinshur.com;kquirk@bernsteinshur.com;kfox@bernsteinshur.com

Michael A. Fagone, Esq. on behalf of Trustee Robert J. Keach
mfagone@bernsteinshur.com,
acummings@bernsteinshur.com;astewart@bernsteinshur.com;sspizuoco@bernsteinshur.com;kquirk@bernsteinshur.com;kfox@bernsteinshur.com

Daniel R. Felkel, Esq. on behalf of Creditor Dakota Plains Transloading, LLC, Dakota Petroleum Transport Solutions LLC, Dakota Plains Marketing LLC
dfelkel@troubhheisler.com

Jeremy R. Fischer on behalf of Interested Party Indian Harbor Insurance Company
jfischer@dwmlaw.com, aprince@dwmlaw.com

Jeremy R. Fischer on behalf of Interested Party XL Insurance Company, Ltd.
jfischer@dwmlaw.com, aprince@dwmlaw.com

Isaiah A. Fishman on behalf of Creditor C. K. Industries, Inc.
ifishman@krasnowsaunders.com, ryant@krasnowsaunders.com;cvalente@krasnowsaunders.com

Peter J. Flowers on behalf of Creditor Estates of Stephanie Bolduc
pjf@meyers-flowers.com

Christopher Fong, Esq. on behalf of Creditor Informal Committee of Quebec Claimants
christopherfong@paulhastings.com

Taruna Garg, Esq. on behalf of Creditor Estates of Marie Alliance, et al
tgarg@murthalaw.com, cball@murthalaw.com;kpatten@murthalaw.com

Jay S. Geller on behalf of Creditor Western Petroleum Corporation
jgeller@maine.rr.com

Craig Goldblatt on behalf of Interested Party XL Insurance Company, Ltd.
craig.goldblatt@wilmerhale.com

Frank J. Guadagnino on behalf of Creditor Maine Department of Transportation
fguadagnino@clarkhillthorpreed.com

Michael F. Hahn, Esq. on behalf of Creditor Bangor Savings Bank
mhahn@eatonpeabody.com,
clavertu@eatonpeabody.com;dgerry@eatonpeabody.com;dcroizier@eatonpeabody.com;jmiller@eatonpeabody.com

Andrew Helman, Esq. on behalf of Creditor Wheeling & Lake Erie Railway Company
ahelman@mcm-law.com, bankruptcy@mcm-law.com

Andrew Helman, Esq. on behalf of Plaintiff Wheeling & Lake Erie Railway Company
ahelman@mcm-law.com, bankruptcy@mcm-law.com

Paul Joseph Hemming on behalf of Creditor Canadian Pacific Railway Co.
phemming@briggs.com, pkringen@briggs.com

Seth S. Holbrook on behalf of Creditor Atlantic Specialty Insurance Company
holbrook_murphy@msn.com

Nathaniel R. Hull, Esq. on behalf of Debtor Montreal Maine & Atlantic Railway Ltd.
nhull@verrilldana.com, bankr@verrilldana.com

David C. Johnson on behalf of Creditor Wheeling & Lake Erie Railway Company
bankruptcy@mcm-law.com, djohnson@mcm-law.com

David C. Johnson on behalf of Plaintiff Wheeling & Lake Erie Railway Company
bankruptcy@mcm-law.com, djohnson@mcm-law.com

Jordan M. Kaplan, Esq. on behalf of Creditor Brotherhood of Locomotive Engineers and Trainmen
jkaplan@zwerdling.com, mwolly@zwerdling.com

Robert J. Keach, Esq. on behalf of Trustee Robert J. Keach
rkeach@bernsteinshur.com,
acummings@bernsteinshur.com;jlewis@bernsteinshur.com;astewart@bernsteinshur.com;kquirk@bernst

einshur.com

Curtis E. Kimball, Esq. on behalf of Creditor Center Beam Flat Car Company, Inc.
ckimball@rudman-winchell.com, jphair@rudman-winchell.com;cderrah@rudmanwinchell.com

Curtis E. Kimball, Esq. on behalf of Creditor First Union Rail
ckimball@rudman-winchell.com, jphair@rudman-winchell.com;cderrah@rudmanwinchell.com

Andrew J. Kull, Esq. on behalf of Creditor Estate of Jefferson Troester
akull@mittelasen.com, ktrogner@mittelasen.com

George W. Kurr, Jr. on behalf of Creditor Estates of David Lacroix Beaudoin
gwkurr@grossminsky.com, tmseymour@grossminsky.com

George W. Kurr, Jr. on behalf of Creditor Estates of Marie Alliance, et al
gwkurr@grossminsky.com, tmseymour@grossminsky.com

George W. Kurr, Jr. on behalf of Creditor Estates of Stephanie Bolduc
gwkurr@grossminsky.com, tmseymour@grossminsky.com

George W. Kurr, Jr. on behalf of Creditor Real Custeau Claimants et al
gwkurr@grossminsky.com, tmseymour@grossminsky.com

Alan R. Lepene, Esq. on behalf of Creditor Eastern Maine Railway Company
Alan.Lepene@ThompsonHine.com, Cathy.Heldt@ThompsonHine.com

Alan R. Lepene, Esq. on behalf of Creditor Maine Northern Railway Company
Alan.Lepene@ThompsonHine.com, Cathy.Heldt@ThompsonHine.com

Alan R. Lepene, Esq. on behalf of Creditor New Brunswick Southern Railway Company
Alan.Lepene@ThompsonHine.com, Cathy.Heldt@ThompsonHine.com

Edward MacColl, Esq. on behalf of Creditor CIT Group, Inc.
emaccoll@thomport.com, bbowman@thomport.com;jhuot@thomport.com;eakers@thomport.com

Benjamin E. Marcus, Esq. on behalf of Interested Party XL Insurance Company, Ltd.
bmarcus@dwmlaw.com, hwhite@dwmlaw.com;dsoucy@dwmlaw.com

George J. Marcus, Esq. on behalf of Creditor Wheeling & Lake Erie Railway Company
bankruptcy@mcm-law.com

George J. Marcus, Esq. on behalf of Plaintiff Wheeling & Lake Erie Railway Company
bankruptcy@mcm-law.com

Patrick C. Maxcy, Esq. on behalf of Creditor Rail World, Inc.
patrick.maxcy@dentons.com

Patrick C. Maxcy, Esq. on behalf of Other Prof. Edward A. Burkhardt, Robert Grindrod, Gaynor Ryan, Joseph McGonigle, Donald M. Gardner, Jr., Cathy Aldana, Rail World, Inc, Rail World Holdings, LLC, Rail World Locomotive Leasing, LLC and Earlston As
patrick.maxcy@dentons.com

John R McDonald, Esq. on behalf of Creditor Canadian Pacific Railway Co.
jmcdonald@briggs.com, mjacobson@briggs.com

Kelly McDonald, Esq. on behalf of Creditor Camden National Bank
kmcdonald@mpmlaw.com, kwillette@mpmlaw.com

Kelly McDonald, Esq. on behalf of Creditor GNP Maine Holdings, LLC
kmcdonald@mpmlaw.com, kwillette@mpmlaw.com

James F. Molleur, Esq. on behalf of Creditor Brotherhood of Locomotive Engineers and Trainmen
jim@molleurlaw.com,
cw7431@gmail.com;all@molleurlaw.com;tanya@molleurlaw.com;jen@molleurlaw.com;barry@molleurlaw.com;kati@molleurlaw.com;martine@molleurlaw.com;julie@molleurlaw.com

Ronald Stephen Louis Molteni, Esq. on behalf of Interested Party Surface Transportation Board
moltenir@stb.dot.gov

Victoria Morales on behalf of Creditor Maine Department of Transportation
Victoria.Morales@maine.gov,
rhotaling@clarkhillthorpreed.com,Toni.Kemmerle@maine.gov,ehocky@clarkhill.com,Nathan.Moulton@maine.gov,Robert.Elder@maine.gov

Stephen G. Morrell, Esq. on behalf of U.S. Trustee Office of U.S. Trustee
stephen.g.morrell@usdoj.gov

Office of U.S. Trustee
ustpregion01.po.ecf@usdoj.gov

Richard P. Olson, Esq. on behalf of Creditor Informal Committee of Quebec Claimants
rolson@perkinsolson.com, jmoran@perkinsolson.com;lkubiak@perkinsolson.com

Jeffrey T. Piampiano, Esq. on behalf of Interested Party XL Insurance Company, Ltd.
jpiampiano@dwmlaw.com, aprince@dwmlaw.com;hwhite@dwmlaw.com

Jennifer H. Pincus, Esq. on behalf of U.S. Trustee Office of U.S. Trustee
Jennifer.H.Pincus@usdoj.gov

William C. Price on behalf of Creditor Maine Department of Transportation
wprice@clarkhill.com, rhotaling@clarkhillthorpreed.com

Joshua Aaron Randlett on behalf of Interested Party Travelers Property Casualty Company of America
jrandlett@rwlb.com, kmorris@rwlb.com

Elizabeth L. Slaby on behalf of Creditor Maine Department of Transportation
bslaby@clarkhillthorpreed.com

John Thomas Stemplewicz on behalf of Creditor United States of America
john.stemplewicz@usdoj.gov

Deborah L. Thorne, Esq. on behalf of Creditor GATX Corporation
deborah.thorne@btlaw.com

Timothy R. Thornton on behalf of Creditor Canadian Pacific Railway Co.
pvolk@briggs.com

Mitchell A. Toups on behalf of Interested Party Wrongful Death, Personal Injury, Business, Property and Environmental Clients as of September 1, 2013
matoups@wgttlaw.com, jgordon@wgttlaw.com

Pamela W. Waite, Esq. on behalf of Creditor Maine Revenue Services
pam.waite@maine.gov

Jason C. Webster, Esq. on behalf of Creditor Estates of David Lacroix Beaudoin
jwebster@thewebsterlawfirm.com, dgarcia@thewebsterlawfirm.com;hvicknair@thewebsterlawfirm.com

William H. Welte, Esq. on behalf of Creditor Atlantic Specialty Insurance Company
wwelte@weltelaw.com