

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
KENTUCKY, OWENSBORO DIVISION

**Kathryn Knight v. Peabody Energy, Peabody Coal Company,
Peabody Coal Company LLC, Heritage Coal Company, and Peabody
Energy Corporation**

Knight · No. 4:26-CV-00101-BJB-HBB · Decided April 28, 2026

SUMMARY

The magistrate judge recommends approval of an agreed order awarding \$5,285 in attorney fees and cost reimbursement to resolve Kathryn Knight’s action concerning survivor’s benefits under the Black Lung Benefits Act. The recommendation notes that Knight intends to voluntarily dismiss the action after entry of the agreed order and provides notice of the parties’ right to object.

CASE DETAILS

COURT	United States District Court for the Western District of Kentucky, Owensboro Division
WRITING FOR THE COURT	H. Brent Brennenstuhl
JURISDICTION	United States District Court for the Western District of Kentucky, Owensboro Division
DECIDED	April 28, 2026
DOCKET	4:26-CV-00101-BJB-HBB
DISPOSITION	other
PROCEDURAL POSTURE	Findings of fact, conclusions of law, and a magistrate judge's recommendation concerning the parties' proposed agreed order for attorney fees and expenses in an action arising from Black Lung Benefits Act survivor's benefits.
PRECEDENTIAL VALUE	Unknown; findings and recommendation of a magistrate judge rather than a final district-court judgment.

TOPICS

- attorney fees
- costs
- administrative law
- agency adjudication
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the court should approve the parties' proposed agreed order requiring defendants to pay \$5,285 for attorney fees and reimbursement of costs.

HOLDINGS

1. The magistrate judge recommended that the district court sign the proposed agreed order providing for payment of \$5,285 in attorney fees and expenses.

KEY QUOTATIONS

"The undersigned perceives no reason why the Court should not endorse the parties' agreement for payment of attorney fees and expenses in furtherance of resolving the case in its entirety."

FACTUAL BACKGROUND

Kathryn Knight, surviving spouse of coal miner Herman Knight, sought survivor's benefits under the Black Lung Benefits Act after her husband died from black lung disease. Although her initial claim was denied, an administrative law judge awarded benefits, and the Benefits Review Board upheld that decision. The Peabody entities later entered a global settlement involving payment to the Black Lung Disability Trust Fund, while Peabody Energy Corporation remained responsible for auxiliary benefits, including attorney fees and additional compensation. Knight and the defendants subsequently pursued an agreed resolution of the attorney-fee and expense issues in this action.

PROCEDURAL HISTORY

Knight obtained an award of survivor's benefits before an administrative law judge, and the Benefits Review Board affirmed. The responsible Peabody entities appealed to the Sixth Circuit but later dismissed that appeal as part of a global settlement. In this district-court action, the defendants had not filed answers, and Knight submitted a revised agreed order providing for payment of \$5,285 in attorney fees and costs. The magistrate judge recommended that the district court approve and sign the agreed order, after which Knight indicated she would voluntarily dismiss the action.

DISPOSITION

other

CASES CITED

- Thomas v. Arn, 728 F.2d 813 (6th Cir. 1984), aff'd, 474 U.S. 140 (1985)

OPINION

Knight

PER CURIAM.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
DIVISION OWENSBORO
CIVIL ACTION NO. 4:26-CV-00101-BJB-HBB
KATHRYN KNIGHT PLAINTIFF
VS.
PEABODY ENERGY,
PEABODY COAL COMPANY,
PEABODY COAL COMPANY LLC,
HERITAGE COAL COMPANY, and
PEABODY ENERGY CORPORATION, DEFENDANTS
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND RECOMMENDATION

I. BACKGROUND

Plaintiff Kathryn Knight is the surviving spouse of Herman Knight, a coal miner who worked for one or more of the related Peabody entities and who suffered from black lung disease (DN 1, p. 4). Knight filed a claim for survivor's benefits under the Black Lung Benefits Act, 30 U.S.C. § 901 et seq. (Id.). Her initial filing was denied but she prevailed at a formal hearing before an administrative law judge, who awarded benefits dating back to her husband's death (Id.). The parties responsible for payment were Peabody Coal Company, LLC and Peabody Energy Corporation. They appealed the ALJ's determination to the U.S. Department of Labor Benefits Review Board, which upheld the ALJ's decision (Id. at p. 5). The Peabody entities subsequently appealed the Benefits Review Board's decision to the Sixth Circuit Court of Appeals; however they later dismissed that appeal due to a global settlement they arranged whereby Peabody entities would pay a lump sum to the Director of the Office of Worker's Compensation Programs and, in turn, the Black Lung Disability Trust Fund would pay unpaid monthly disability benefits to claimants (/d. at pp. 5-6). Peabody Energy Corporation agreed to remain responsible for any auxiliary benefits to which Knight was entitled, including attorney fees and additional compensation (/d. at pp. 4-6). Knight contends that the District Director issued a letter stating that the Defendants owed Knight \$14,120.88 for additional compensation because they did not pay the benefits within 40 days of the initial request (/d. at p. 6). She contends further that she is entitled to an additional 20% by regulation, and that this enhancement applies to "all benefits that were due by Defendants and unpaid as of the day before the Peabody settlement agreement (/d. at p. 7). The Defendants have not filed Answers. However, on April 3, 2026, the Plaintiff tendered a revised agreed order whereby the Defendants would pay Plaintiffs attorneys the sum of \$5,285 for attorney fees and cost reimbursement in the present action (DN 7). On April 23 the Plaintiff filed a "Notice of Filing" clarifying that the parties anticipated settling the matter, but "the parties cannot fully settle this matter until the Court enters the Agreed Order . ." whereupon the Plaintiff indicates

she will voluntarily dismiss the action upon entry of the Order (DN 9).

II. RECOMMENDATION

The undersigned perceives no reason why the Court should not endorse the parties' agreement for payment of attorney fees and expenses in furtherance of resolving the case in its entirety. Consequently, the undersigned recommends that the Court sign the proposed agreed order at DN 7. April 28, 2026 A Kat | f H. Brent Brennenstuhl United States Magistrate Judge

VI. NOTICE

Therefore, under the provisions of 28 U.S.C. §§ 636(b)(1)(B) and (C) and Fed. R. Civ. P. 72(b), the Magistrate Judge files these findings and recommendations with the Court and a copy shall forthwith be electronically transmitted or mailed to all parties. Within fourteen (14) days after being served with a copy, any party may serve and file written objections to such findings and recommendations as provided by the Court. If a party has objections, such objections must be timely filed, or further appeal is waived. *Thomas v. Arn*, 728 F.2d 813 (6th Cir. 1984), *aff'd*, 474 U.S. 140 (1985). April 28, 2026 4 J H. Brent Brennenstuhl United States Magistrate Judge Copies: Counsel