FLETCHER & SIPPEL LLC

Legal Services for the Transportation Industry

Issue No. 18 www.fletcher-sippel.com April 2014

THE AFTERMATH OF HAZMAT DERAILMENTS: WILL IT CHANGE CARRIER COMMERCIAL RELATIONSHIPS?

Everyone has been affected by the recent, high-profile HazMat derailment incidents – from the general public to rail safety experts. We clearly anticipate new legislation and safety rules, just as has happened and is happening on the Positive Train Control front.

But safety-related scrutiny is not the only fallout from these incidents. Less discussed–but nevertheless real—is how this issue is re-shaping carrier-to-carrier commercial relationships, as larger railroads look to reduce exposure to potential liability for HazMat incidents which may occur on their short line and regional partners. This development is hardly surprising. Smaller railroads should be adequately prepared for a potentially challenging dialogue with their Class I partners that, if properly guided, can and should reasonably accommodate both sides. We have observed Class Is proceeding on two fronts, depending upon the nature of the commercial relationship between the Class I and the smaller carrier:

1. For handling carriers with little or no independent transportation rate-setting authority, Class I's may be requesting new liability-allocating provisions, along with modifications to the handling carrier agreement, to clarify that the handling carrier is not, and does not function as, the Class I's agent.

2. Class I's may be re-examining joint through rate arrangements where the Class I appears as the rate-setting railroad. In such cases, the Class I tariff may be read to suggest that the Class I is the actual provider of the service from start to finish, with the Class I being construed as liable for the entire traffic movement. You may find Class Is insisting that the connecting short line supply an independent rate for the movement under a Rule 11 arrangement. *(Continued on page 2)*

IN THIS ISSUE

WHO OWNS ABANDONED RIGHT-OF-WAY? THE U.S. SUPREME COURT SPEAKS.

On March 10, 2014, the U.S. Supreme Court issued a decision concerning the claim of a land owner to abandoned railroad right-of-way, Marvin M. Brandt Revocable Trust, et al. v. United States. The Trust (the land owner) claimed it had fee title ownership over a railroad right-of-way that cut through its land after the right-of-way was abandoned by the Wyoming and Colorado Railroad in 2004. The right-of-way had been granted to a predecessor railroad pursuant to the *General Railroad Right-of-Way Act of 1875*. In 1976, the U.S. Government conveyed the land surrounding the railroad right-of-way to a predecessor of the Trust, noting in the grant that the conveyance was subject to rights for railroad purposes. *(Continued on page 3)*

(*HazMat Continued from page 1)*

Handling carrier scenario: This begins with a request to revisit the terms of the handling carrier agreement. If you are a short line handling carrier, you should first ask your Class I partner if the request is driven solely by liability concerns or by other commercial considerations or both. A Class I proposal driven by liability considerations may also include unrelated modifications to the commercial terms of the arrangement. Well-informed legal counsel can help in such cases to narrow the discussion and to offer alternative terms that may be less problematic than the terms initially proposed.

The Rule 11 scenario: This begins with the Class I announcing it will no longer enter into a joint through rate for a given commodity. The carriers are left pricing each leg independently – utilizing an accounting rule called Rule 11. Again, you need to determine what is driving the request for a change. If the concerns are liability driven, it may be possible, on a case-by-case basis, to preserve the joint through rate alternative through greater use of terms in the divisions agreement between the carriers that might alleviate the legitimate concerns of the Class I. One of the obvious concerns in this case will likely be the amount of casualty insurance the short line has or will be expected to carry going forward. While this change may present administrative hassles for the short line, Rule 11 arrangements can be even more unpalatable for the shipper, whose transactional costs may increase as a result.

PLEASE NOTE: Rule 11 arrangements can have a significant regulatory ramification! If the short line rate is governed by a common carrier tariff and not a transportation service contract, then the rate can be subject to an STB-adjudicated rate challenge. Normally, the shipper is required to challenge the entire origin-to-destination rate on a given traffic movement, but the STB's so-called "contract exception" allows the shipper to target a discrete segment of a traffic movement if the balance of the route is covered by a rail transportation contract.

For more information, please contact Rob Wimbish at (312) 252-1504 or rwimbish@fletcher-sippel.com.

CAR HIRE ARBITRATION
F&S SCORES WINS FOR ITS CLIENTS

During the past 12 months, F&S attorneys have successfully defended its clients' car hire rates in multiple proceedings.

Car hire arbitration is governed by Rule 25 of the Code of Car Hire Rules and Interpretations-Freight published by the Association of American Railroads (AAR). When a freight car owner and user are unable to negotiate car hire rates for use of particular freight cars, either one may require an exchange of rates under a "best-and-final-offer" (BFO) process. If the BFO's do not result in agreement, either party may initiate arbitration by filing a written demand for arbitration with the AAR. A decision is to be rendered within 90 days of the demand, or 60 days after appointment of the arbitrator, whichever is later.

Rule 25 arbitration is "baseball style", i.e., the arbitrator will review the BFOs under the procedure set out in Rule 25 and select one or the other of the BFOs submitted by the parties -- nothing higher, lower or in between. Rule 25 has a mandatory standard: The arbitrator shall select the best and final offer that is closer to the fair market rental value of the cars in question as determined by comparable arm's length transactions involving any combination of railroads, shippers, or other parties.

Over the past several years, some parties have become much more aggressive in pursuing advantageous car hire rates and initiating car hire arbitration if no agreement can be reached. The arbitration proceedings are confidential, so we cannot provide details of our successful results. However, with the several matters we have handled, we have developed a successful strategy in addressing arbitration. Equally important — we have found the same strategy can be utilized in the car hire rate negotiation process to hopefully avoid arbitration or put a car owner or user in a better position to defend its rates, if an arbitration becomes necessary.

If you would like assistance in developing a winning strategy, please contact Myles Tobin at mtobin@fletcher-sippel.com .

(***Right-of-way*** *Continued from page 1)* The issue before the Court was whether the 1875 Act granted a simple easement to the railroad which, upon abandonment, would expire and full ownership would revert to the underlying land owner or whether the Government retained a reversionary interest in the right-of-way following abandonment. In an 8 to 1 decision, the Supreme Court held the 1875 Right-of-Way Act granted only an easement to the railroad and the easement terminated upon abandonment by the railroad. The land upon which the right-of-way sat was now owned in fee simple by the underlying land owner. The Government retained no interest in the railroad right-of-way.

TWO IMPORTANT POINTS TO NOTE:

One -- this case involved a fully abandoned rail line - not a rail line for which a Notice of Interim Trail Use (NITU) Condition had been imposed under the National Trail System Improvements Act of 1988. It does not appear this case has any direct impact on agreements and conveyances involving railroads and trail users made pursuant to the Trails Act. However, it is foreseeable that claims might be brought against the U.S. Government in the Federal Court of Claims if trails were established pursuant to the 1988 Trails Act on rail lines built pursuant to the 1875 Act because claimants may be able to show that the U.S. Government has now taken more property rights than were originally granted under the 1875 Act. (See, Presault v. ICC, 494 U.S. 1 (1986).

Two -- the Court explicitly says the railroad has only an easement interest on rights-of-way granted pursuant to the 1875 Act. That ruling may open up issues related to exactly what rights railroads currently operating on 1875 Act rights-of-way have and what use can be made of those rights, i.e., does the 1875 Act allow railroads to grant easements or licenses to other parties? What is the ramification of the decision on a railroad's rights with regards to other easement grants under which they may be operating. Once again, we are confronted with the issue of whether a railroad right-of-way, which may consist of all or some of the property held in less than fee simple title, is or is not closer to a fee ownership, or should otherwise be treated differently, than a non-railroad easement. With the Supreme Court's opinion, the former view, while perhaps still arguable, may have a lot less credibility. This issue takes front and center in Justice Sotomayor's strong dissent, which is worth reading in its own right.

Time will tell if this case leads to an increase in disputes over just what rights railroads have to use their rail property assets and what rights railroads have to allow third parties onto their property. Stay tuned.

For further information, contact Michael Barron at (312)252-1511 or at mbarron@fletcher-sippel.com.

COOK COUNTY, IL JUDGE TELLS PLAINTIFF NO…HE CAN'T HAVE HIS CASE HEARD IN COOK COUNTY!

F&S's Liza Bryant successfully convinced a Cook County, IL judge to dismiss an FELA case because the case did not belong in Cook County. The only connection Plaintiff claimed he had to justify bringing his case in Cook County was some business activity of the railroad's parent company – activity totally unrelated to Plaintiff's claim - and the fact that some of his medical treaters were located in Chicago. Plaintiff lived in Illinois but not in Cook County.

Not enough, the Judge said. When you balance those factors against the fact that Plaintiff's job was in Iowa, he was injured in Iowa, crucial witnesses and potential third-parties involved in the incident live in Iowa, and Plaintiff has the benefit of an alternate forum in Iowa, there is simply no justification to burden the taxpayers of Cook County, IL with the expense of a trial or the burden of serving as jurors in this matter. The Judge correctly concluded this case belongs in Iowa. This victory is particularly rewarding because Cook County, IL is notoriously pro-plaintiff. If you represent a corporate defendant, winning a forum motion, such as this one, is the best first step you can take for your client. Good job, Liza!

For further information, please contact Liza Bryant at (312)252-1547 or ebryant@fletcher-sippel.com.

Employment Law Update

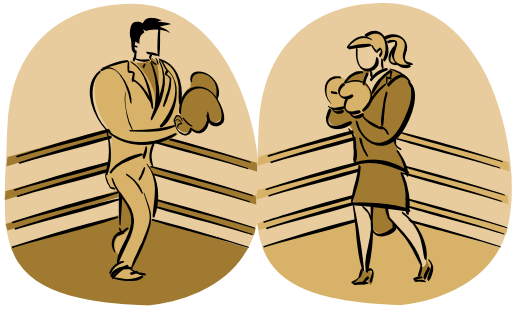
The Employment Law Update will be brought to you each issue by Chloé G. Pedersen. We are pleased to add Chloé to our Fletcher & Sippel team and hope you will take advantage of her employment law expertise!!!

PROTECTING AGAINST WORKPLACE BULLYING AND VIOLENCE.

You don't have to look far to find stories of workplace bullying and workplace violence. While an employer cannot control the ultimate result in such tragic instances, employers can implement preventative and response plans and protocols. To do so, employers must have policies and procedures in place to help identify and address bullying in the workplace and deter any potential incidents of violence. I'll begin with a review of what workplace bullying and violence is and conclude with best practices for mitigating employer's liability.

What is workplace bullying?

There's been much media attention around bullying of children and young adults, but bullying extends much further than that. Most can easily spot the extreme examples: people who engage in continuous intimidation, blatant sabotaging of their target's work, and yelling and throwing tantrums in front of others to humiliate their targets. According to the Workplace Bullying Institute, however, employers should be most concerned with the "covert" bully. These types of bullies can cause significant harm to the work environment in that they can often push their targets to the limits without ever providing enough ammunition for a legal cause of action. Workplace Bullying Institute reports that workplace bullies may be driven by a range of motivations, but most frequently the root cause is a bully's need to control.



What is workplace violence?

The Occupational Safety and Health Administration (OSHA) defines workplace violence as "any act or threat of violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the work site." Workplace violence has been demonstrated in acts of physical assault, robbery and even homicide. However, it is important to realize that workplace violence is not just limited to physical attacks but includes intimidation, stalking, emotional abuse, and other acts that restrict an employee's personal safety. In recent years workplace violence has expanded to include online harassment issues of cyber-bullying, cyber-stalking, and other forms of cyber intimidation. OSHA has identified several factors that tend to increase the risk of violence for certain workers. These include "exchanging money with the public, working with volatile or unstable people, working late at night, or working in areas with high crime rates."

What obligations do employers have?

According to the U.S. Bureau of Labor Statistics workplace homicides are the most insidious forms of workplace violence and one of the leading causes of job related deaths in the United States. A recent report issued by Liberty Mutual found that workplace violence cost employers approximately $640 million. One of the leading costs associated with workplace bullying and violence are expenses related to litigation and awards. While there is no private right of action against employers under this act, an employer who repeatedly fails to comply with this general duty clause may be fined up to $70,000 for each willful violation and may be subject to criminal penalties. Although the laws do not create a cause of action premised solely upon bullying, it does not mean that employees do not have legal recourse. Causes of action typically involve state law tort claims such as intentional infliction of emotional distress; negligence, or some variation of it such as negligent hiring, negligent supervision, and negligent training; assault; and sexual assault or sexual harassment. While courts have rejected holding employers vicariously liable for workplace violence, they may still hold them liable for foreseeable acts of violence. *See Gray v. Denny's Corp.*, No. 12-4728, 2013 WL 4750548 (2nd Cir. Sept. 5, 2013), where plaintiff successfully used defendant's policies as evidence of negligent supervision to overcome a motion for summary judgment. Plaintiffs may also pursue workplace bullying and violence actions under Title VII of the Civil Rights Act of 1964 (Title VII) when the effect of the bullying affects one protected group more than another group. *See EEOC v. Fiarbrook Med. Clinic*, 609 F.3d 320 (4th Cir.2010), where the court rejects the employer's argument that the supervisor was "an equal opportunity jerk" because he made crude and vulgar comments to male and female employees alike.

What can employers do to mitigate liability?

To combat these issues, the most critical element is to create management *(Continued on page 5)*

*(**Workplace Bullying** Continued from page 4)* protocols that establish clear goals and workplace expectations. These protocols should include a zero-tolerance policy for workplace bullying and violence. This will assist in sending a strong message that employers have established a standing ground banning workplace bullying and violence and a framework for reprisals for reporting such conduct. Doing so will help employees feel safe and protected at work, but these policies, when implemented, can also be asserted as defense to a potential negligence, negligent retention, or negligent supervisions claim or a combination thereof.

What should employers do?

- **Conduct an Assessment:** examine worksites to identify existing or potential safety concerns. This should include thoroughly reviewing the available injury and illness statistics, and employee feedback or reports.
- **Coordinate an Approach:** form a crisis management team consisting of individuals with diverse experience at different levels of the organization. A team could include union members, management, human resources, security personnel, legal staff, medical and psychology staff, and members of the rank and file who have their ear to the ground. When necessary employers should not hesitate to call in law enforcement.
- **Provide Training and Education:** all stakeholders should be trained on how to recognize, prevent, and address workplace violence. Supervisors should be trained with an emphasis on detecting early warning signs, how to deescalate tension between employees. All employee training should include how to report potential issues promptly.
- **Investigation & Follow Through:** when instances of workplace bullying or violence are observed action must be taken. Employers need to make sure that employees are aware of and are provided access to the organization's prohibition against violence and ensure that employees properly articulate and adhere to the policy.
- **Review and Assessment:** at least annually employers should review and assess the effectiveness of the company's/organization's policies and procedures. You'll look to identify any workplace violence trends, examine whether the protocol is effective in preventing and reducing workplace violence incidents, and whether the reporting and recordkeeping procedures established are sufficiently comprehensive to capture all relevant information regarding workplace violence.

The takeaway here is that workplace violence is not just an issue between employees. It is a significant issue that organizations must address. The key is to recognize, report, and correct misbehavior before it spirals out of control into a potentially violent end.

OSHA WHISTLEBLOWING UPDATE.....

In March, OSHA's Regional Supervisory Investigator, Tim Crouse, issued findings in favor of the The Indiana Railroad Company (INRD) finding no violations of the Federal Railroad Safety Act (FRSA). In brief, the complainant alleged INRD had harassed and interfered with his medical treatment and subsequently terminated his employment in retaliation for reporting a work-related injury. In response, INRD argued complainant did not suffer any adverse actions. His employment was terminated due to his failure to protect his job, pursuant to the applicable collective bargaining agreement.

The Findings held complainant established that he had engaged in protected activity when he reported his injury and that he suffered an adverse action when he was later terminated. However, INRD provided evidence supporting that it acted in accordance with the collective bargaining agreement and that complaintant's termination was based on INRD's inability to determine complainant's fitness for duty after he refused to comply with INRD's request for further medical examination. The Findings concluded INRD had provided convincing evidence in support of its decision to terminate the complainant and the case was dismissed. Complainant has requested that this matter be heard by an Administrative Law Judge.

TWO OTHER RULINGS FROM OSHA REGION V

GTW and UP were found in violation of the whistleblower laws for suspending and/or disciplining workers after they reported workplace injuries. The railroads were ordered to pay back pay with interest, punitive and compensatory damages and attorney's fees. GTW was ordered to pay 4 workers a total of $85,580. UP must pay its employee $11,289.68.

Wisconsin Central Ltd was likewise found in violation and ordered to pay its employee $352,082.75 in back wages, employment taxes and compensatory damages. The total includes $75,000 in punitive damages. In this case, a conductor was injured during his 60-day probationary period. He reported the injury the day it occurred but not during his work shift as required by company policy. On his last day of probation, he received a removal-from-service letter based on his failure to follow policy and report the injury during his work shift.

For further information on these topics, contact Chloé at cpedersen@fletcher-sippel.com

F&S OBTAINS DISMISSAL IN BREACH OF CONTRACT CASE

F&S's Peter McLeod recently obtained dismissal with prejudice of a complaint for breach of contract filed by BNSF against Quality Terminal Services ("QTS"). The court determined BNSF had already brought (or could have brought) the claim in an earlier matter barring a second bite at the apple - a legal concept referred to a *res judicata*.

A short history behind this case: BNSF had asserted a declaratory judgment action against Lexington Insurance Co. seeking payment of all fees, costs and the judgment entered against BNSF in the FELA case of *Williams v. BNSF*. In an earlier decision in the *Williams* case, BNSF had sought indemnification from QTS but the jury found BNSF failed to provide QTS with reasonable notice of its claim pursuant to the contract between the parties. In the Lexington case, BNSF argued it was an additional named insured under a policy obtained by QTS. However, the policy in question was a claims-made policy and BNSF's claim happened prior to the policy period of that policy. Consequently, the court ruled against BNSF on its claim against Lexington.

As to the recent victory, BNSF argued that QTS breached the contract between the parties by failing to obtain an insurance policy with coverage on BNSF. However, as noted above, BNSF had argued in the *Williams* FELA case that QTS had breached the contract between BNSF and QTS by failing to obtain insurance coverage. Thus, under the principles of res judicata, the court found BNSF had either already raised its breach of contract claim in Williams' case or could have done so and, therefore, dismissed BNSF's complaint with prejudice. BNSF is currently appealing the dismissal.

For further information, please contact Peter McLeod at (312) 252-1546 or pmcleod@fletcher-sippel.com.

What's up in Washington?

FRA TO PROPOSE RULE ON MINIMUM TRAIN CREW SIZE

On April 9, the FRA announced its intent to issue a proposed rule requiring 2-person train crews on crude oil trains and establishing minimum crew size standards for main line freight and passenger operations. This action follows the failure of the RSAC Working Group to reach a consensus on crew size. Current FRA regulations do not mandate minimum crew sizes but watch for this to change dramatically!

AND ANOTHER FEDERAL AGENCY ENTERS THE RAILROAD ARENA.....

On February 5, 2014, the Food and Drug Administration (FDA) published a proposed rule pursuant to the Sanitary Food Transportation Act of 2005 which, when final, will establish requirements governing transportation of human and animal food by motor vehicle or rail. The proposed rule requires that:

- Shippers tell carriers the sanitary requirements for the equipment provided and the temperature requirements.
- Carriers demonstrate to shippers they have maintained appropriate temperature control during the transportation.
- Carriers provide shippers with information about the 3 previous cargos hauled in bulk vehicles being offered to transport food and the cleaning of those vehicles thereto.
- Carriers develop and implement written procedures describing how they will provide the necessary information to shippers and receivers .
- Carriers have written procedures for cleaning, sanitizing and inspecting transportation equipment.
- Carriers train personnel engaged in transportation operations and document the training.

The proposed rule defines "carrier" as one who owns, leases or is otherwise ultimately responsible for the use of a motor vehicle or rail vehicle to transport food. The proposed rule will NOT cover carriers engaged in food transportation with less than $500,000 in total annual sales. The deadline for written comment to the FDA is May 31, 2014.

For further information, please contact Janet Gilbert at (312) 252-1507 or jgilbert@fletcher-sippel.com.

F&S Advises New Boston Commuter Operator

F&S client, Keolis Commuter Services, LLC, won the bid to take over MBTA's Boston commuter rail operations, effective July 1, 2014. Ron Lane has been active in assisting Keolis to negotiate implementing agreements with the 14 traditional railroad unions representing commuter employees in Boston.

Keolis, a subsidiary of SNCF, the French national railway, has been a client of F&S since it came to North America in 2008 Ron Lane has been working with them since then on commuter rail procurements. Keolis took over operation of the VRE service into Washington D.C. in 2009, and subsequently acquired a bus company. Keolis now has about 2,000 employees in the U.S. and Canada, and when it takes over operations in Boston, Keolis's North American head count will roughly double.

For further information, contact Ron Lane at (312) 252-1503 or rlane@fletcher-sippel.com.

Welcome two new F&S Attorneys!!!!

Robert A. ("Rob") Wimbish. Rob has devoted his career to railroad transportation law, with a particular emphasis on commercial transactions, federal regulation and federal and state initiatives aimed at promoting freight and passenger transportation by rail. He has represented clients both large and small before the Surface Transportation Board ("STB"), U.S. Department of Transportation, Federal Railroad Administration ("FRA"), and Railroad Retirement Board ("RRB"), and before federal courts. His rail expertise includes rail line sales, leases, contracts, rail rate and service disputes, federal preemption, federal grant and loan programs, railroad retirement issues. He also advises clients on matters pertaining to STB rulemaking proceedings (such as "open access" and "paper barriers"), state regulation affecting rail and motor carrier transportation, and on federal legislative developments of interest to the rail industry. From 2003-2006, Rob served as an attorney in the STB's Office of Proceedings. Before joining Fletcher & Sippel, Rob based his law practice in Washington D.C.

Chloé Pedersen. Chloé concentrates her practice in civil litigation in the area of labor and employment law. She represents employers in disputes under Title VII, the Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), Family Medical Leave Act (FMLA), Fair Labor Standards Act (FLSA), and the Illinois Public Labor Relations Act. She has also represented employers in collective bargaining negotiations and administrative hearings before the NLRB. Prior to joining F&S, Chloé was Chief Legal & Labor Counsel for the Cook County Recorder of Deeds where she represented management in collective bargaining, arbitrations, and investigations of employee misconduct and assisted in litigation matters with the Cook County State's Attorney. Previously, Chloé served as an Assistant Attorney General in the Illinois Attorney General's Government Representation Division representing state officers and employees in matters involving civil rights and employment issues. Chloé began her career at a Chicago-based litigation firm where she engaged in corporate litigation and, at the same time, served as Assistant General Counsel to the Speaker of the Illinois House of Representatives.

THERE'S MORE TO LIFE THAN THE LAW….

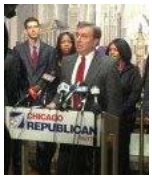
We thought our readers might like to know something about the lawyers at F&S than just their life with the law. Beginning with this issue, we hope to feature one of our lawyers each issue and let you see what they do when they are NOT practicing law. Hope you enjoy this new feature……..

MYLES L. TOBIN, PARTNER Myles represents railroads, transportation companies, shippers, state and local governments, private equity firms and banks with respect to mergers and acquisitions, rail property sales, development of intermodal facilities, marketing and transportation agreements, equipment sales, leasing and financing transactions, as well as domestic and international construction and supply contracts, transactions and disputes. He has assisted clients with matters throughout the United States, Canada, and parts of Western Europe and Scandinavia. But. . . Myles is also an avid animal lover and volunteer with the Chicago Anti Cruelty Society; Thespian; and Candidate for Illinois General Assembly.

Animal Lover: Myles loves animals! He and his wife, Carol, regularly foster homeless kittens. Their cat, Sushi, was one of their foster "children." Also Myles rescues cats from the streets of Chicago and works hard to find them loving homes. Myles' cats, Jack and Newberry, are among those rescued from the streets. Myles serves on the Development Committee for The Anti-Cruelty Society of Chicago (ACS) and is active in raising funds for the protection of homeless pets. He plays Santa every year at one of the local pet stores to raise needed funds. Recently, he hosted a wine/scotch tasting ACS that raised $16,000 for the shelter.

Thespian: Myles is also an avid supporter of the Chicago theater. He has served on the Board of Victory Gardens Theater, and is Counsel to Bailiwick Chicago Theater. Every year, for the past 10 years, Myles has humiliated himself by singing and dancing (or at least attempting to sing and dance!) in a local philanthropic musical production to raise funds for Chicago theaters. He has had significant roles in such productions as: Hello Dolly, Mame, Anything Goes, and Thoroughly Modern Millie. And of course, let's not forget his role as Chief Sitting Bull in Annie Get Your Gun! He is pictured here (with his trademark cigar) in Damn Yankees where he portrayed the baseball team manager and sang his first solo – amazingly no one ran from the theater shrieking in horror!

And now…POLITICS. Recently, Myles decided he no longer wanted to stand on the sidelines while others dealt with the many thorny issues facing the State of Illinois. He was asked by the Chicago Republican Party to run for State Representative in the Illinois General Assembly's 9th District. He won the Republican Primary in March and will now match up against the incumbent Democrat in the November general election. We at F&S wish him well in his first run for political office!



Upcoming Events

April 23-25: **ASLRRA Annual Meeting**, San Diego, CA- Panel: Hot! Hot! Hot! - Legal Tracks—Rob Wimbish http://www.aslrra.org/meetings_seminars/Annual_Convention/

April 24-25: **Midwest Claims Conference** – Liza Bryant and Jim Helenhouse Speaking http://www.cvent.com/

April 29-May 1: **Inland Rivers, Ports and Terminals (IRPT) Annual Meeting**– St. Louis. Panel: Having a voice in Federal Rulemaking—Janet Gilbert http://www.irpt.net/features/2014-annual-conference/

May 15: **Traffic Club Dinner**, Chicago http://traffic-club.org/events?task=view_event&event_id=65

May 28-30: **National Association of Rail Shippers (NARS)** – Antitrust Message: Janet Gilbert https://www.railshippers.com/upcoming_meetings.asp

June 6: **The Rail Summit**, Union league Club, Chicago, IL https://www.mep-associates.com/the-rail-summit-2014-1.html

June 21-14: **85th Annual Meeting of the Association of Transportation Law Professionals**, Annapolis, MS. Stephen Rynn—Panel Moderator http://www.atlp.org/

July 9-11: **21st Annual Railroad Liability Seminar** – Napa, CA – Fletcher & Sippel – Diamond Sponsor http://www.inrd.com/

July 13-15: **28th Annual Midwest Regional and Short Line Conference** – Ruttger's Sugar Lake Lodge – Grand Rapids, MN Panel: Railroad Crossing Issues: Jim Helenhouse http://www.minnesotarailroads.com/Conference/index.html

July 14-15: **Midwest Association of Rail Shippers** – Summer Meeting – Lake Geneva, WI http://www.mwrailshippers.com/upcoming_meetings.asp

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