FLETCHER & SIPPEL LLC

LEGAL SERVICES FOR THE TRANSPORTATION INDUSTRY

NEWSLETTER

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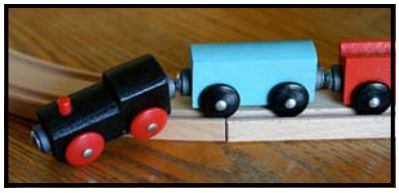
IN THIS ISSUE

DERAILMENTS — PRESERVING EVIDENCE AND PROTECTING YOUR ASSETS



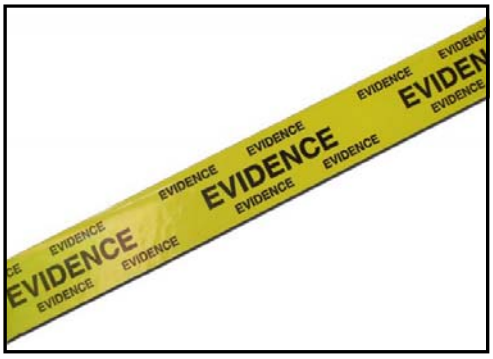
It is no secret that derailments are a nightmare. They are hectic, can be dangerous and involve so many moving pieces it is hard to know what is going on at any specific time. Furthermore, because they have such far reaching implications on railroad operations, there is enormous pressure to clean-up the site and get trains moving again. In such a crazy scenario, how do you best preserve evidence and protect yourself from claims and fines? Although no derailments are the same, we have some tips and lessons learned that (hopefully) you will never need to use. *CONTINUED ON PAGE 2*

Defend Your Real Estate

Beware of Increasingly Aggressive Utility Companies

Disputes are on the rise over the ability of utility companies to cross railroad property without the railroad's permission or without the use of state eminent domain procedure. Traditionally, the typical procedure for utility companies seeking to cross railroad property was to enter into a license agreement and pay a license fee. The license provided for factors such as adequate protection for workers at the site, cable location procedures, emergency response, limitation of liability (particularly to utility company customers) and indemnity. *CONTINUED ON PAGE 3*

CONTINUED FROM PAGE 1 Setting aside immediate safety and operational issues, the goals of a derailment response are to: (i) preserve evidence; (ii) find out what happened; (iii) begin building your defense; and (iv) settle claims as quickly and as reasonably as possible. Depending on the extent of the derailment, your investigation may be complicated by several federal and state investigative agencies on site, pressure from the media and public for information, contractors working to clear wreckage, remediate environmental issues or install new track, and non-stop emails and calls from your supervisors and co-workers requesting information. For example, Fletcher & Sippel has responded to derailments where 3 federal agencies responded with at least ten individuals, in addition to several state agencies and dozens of first responders from local fire and police departments. During that investigation, a derailment contractor was on site moving derailed cars and mangled track out of the way and preparing to install new panels. An environmental contractor was also working to contain spilled hazmat, a fiber optic company's base station was damaged and threatened to cut-off service to tens of thousands of people, and another railroad's tracks were damaged. Therefore, we had lots of different contractors moving in several different directions -- all with little or no concern for evidence retention. It took several claims people, attorneys and experts to control and document the scene and begin retaining evidence before new track was installed and trains were running again.



To tackle these obstacles, tasks must be divided. If the derailment is serious enough to involve a response from a federal or state agency, we strongly recommend that legal counsel be retained and on the scene as soon as possible. Legal counsel will then be able to retain expert witnesses to document and investigate. There are a host of benefits to having your experts retained by counsel on the scene. They are subject matter experts and can give you immediate advice on retaining evidence you might not have considered; their investigation is more thorough and gains instant credibility when they are on site immediately rather than relying on photographs or interviews years down the road; if retained by counsel, your expert's opinions and materials may be protected by the attorney work product rule; and your experts may be better situated to handle certain tasks like downloads from foreign locomotives.

Regardless of the cause of the derailment, we have found that an accident reconstructionist (or a team of reconstructionists) is one of the most important components of an investigation. The expert should consider taking laser scans and photograph as much as possible. Laser scan technology allows you to recreate the entire scene digitally and later take an infinite number of measurements in a computer program. Because the scene is changing so rapidly, this is one of the best ways to document the area. Furthermore, because the cause of the incident might not be determined for months, you don't want to overlook something and wish you had photographs or measurements when it's too late to get them.

Because derailments can have any number of causes, it is important to cast a wide net when it comes to evidence preservation. Many of the following items will likely be requested by the responding federal agencies or your expert, but a good starting list includes:

- All available downloads for all locomotives in the consist, including wheel measurement data, and all inspection and repair records for those locomotives. Be sure to include data that is remotely reported to a dispatch center or centralized computer, such as GPS or Wytronix information;
- Track inspection and repair records, including but not limited to, track charts, annual tonnage data for the track, records relating to continuous welded rail, rail flaw detector tests and geometry tests, and any lab results from track testing in the area of the derailment;
- Crew information and personnel files, including but not limited to, crew statements, time slips, training records, delay reports, hours of service logs, rules testing and certification records etc.;
- Downloads of any and all signals, wayside detectors etc. within the area, service tickets and inspections for the same, circuit plans and hours of service information for signal employees responding to the derailment;
- Locomotive blue card, train lists, shipping information and intended route, etc.;
- Operating rules, timetables, special system instructions and operating bulletins;
- Air brake test information and certificate; and
- Hazmat information (this is most likely provided at the scene to first responders).

When in doubt, ask for more and preserve more than you think is necessary. If you think there is a particular item or potential cause of the accident, extra emphasis should be placed on preserving whatever evidence you can (e.g. broken track, a specific rail car etc.). Preserving physical evidence can be difficult, especially if it is a locomotive or railcar, but it is important to make all reasonable efforts to preserve such items until they can be inspected and documented. CONTINUED ON PAGE 3

CONTINUED FROM PAGE 2 One area of "non-traditional" evidence that is growing in popularity is nearby cameras and footage from first-responder vehicles. We recently were involved in a derailment where we were able to quickly obtain security camera footage showing the derailment from a nearby building and audio recordings from a police dash-cam that captured a conversation between a police officer and locomotive engineer. Similarly, consider whether any other trains have recently travelled over the section of track involved. If so, you will want to quickly try to obtain any locomotive dash-cam video from those trains before the data is overwritten.

For claims and press issues, it is best to have a single point of contact for each. Press should be handled by a public relations specialist if at all possible and all inquiries and briefings should come from that individual. For claims, an experienced claims management company or claims employee should be tasked with setting up a claims center within 24 hours of the derailment. To the extent practical, they should handle all minor claims and obtain the necessary releases from local landowners, tenant, businesses, etc.

Lastly, don't overlook coordination with local first responders. Fire and police departments are often the first people on the scene and can have an enormous impact on the investigative process. Every effort should be made to make sure there are open lines of communication between the appropriate representatives on both sides and that the first responders are receiving whatever they need.

Contact Stephen Rynn at 312-252-1539 or srynn@fletcher-sippel.com for additional information or questions.

CONTINUED FROM PAGE 1 However, there is increasing utility resistance to this process -- primarily due to the efforts of entities such as Eagle 1 Resources. These "subsurface utility consulting" entities encourage and facilitate utilities to seek to cross railroad property without an agreement, without the use of eminent domain procedure, without insurance and without clarification of liability or indemnification.

When facing this threat to your property, state law applies. In at least one state, it is clear that a utility company must proceed through eminent domain procedures to cross railroad property absent an agreement with the railroad. But the law on this issue is not clear state-by-state and, in many instances, the railroad and utility end up in litigation. Railroads have sought preliminary injunctions to bar the utilities from their property absent a licensing agreement and an accompanying fee, but these efforts are often not successful .

Utilities are also finding a favorable reception with state legislators and are aggressively lobbying them to pass laws enabling utility companies to more freely cross railroad property. For example, both Minnesota and South Dakota have passed new laws relating to utilities and railroad property, and Indiana currently has similar legislation pending.

Fletcher & Sippel has been involved in counseling its clients on these battles. One example is below:

Recent Victory Regarding Railroad Property Rights

Hawkeye Land Company ("Hawkeye") owns the right to grant utility easements in several states in the Midwest. These utility rights were frequently bifurcated from the railroad operating and other ownership rights in the transactions with the common grantor. Over the past several years, Hawkeye has asserted that it has the right to also grant grade crossing easements, and has initiated litigation in a few instances where a municipality and the operating railroad have entered into a contract for the installation of a grade crossing. For example, Hawkeye sued the City of Coralville, Iowa, claiming Hawkeye, not the operating railroad had the right to grant a grade crossing easement, and sought preliminary injunctive relief to stop the installation of the crossing. The trial court denied the request for a preliminary injunction because there was an adequate remedy at law in the form of damages if Hawkeye ultimately succeeded on the merits. This was affirmed on appeal, *Hawkeye Land Co. v. City of Coralville*, 836 N.W.2d 152 (Iowa Ct. App. 2013), and Hawkeye did not further pursue the matter. Hawkeye later sued Iowa City, Iowa, after a grade crossing was installed, again claiming it had the right to grant the grade crossing easement. The operating carrier, represented by Fletcher & Sippel, intervened, claiming that it, by virtue of its deed, had the right to grant grade crossing easements and that Hawkeye's rights were limited to the granting of utility easements. After a trial, the Court found in favor of Iowa City and the operating carrier, holding that Hawkeye's right to grant easements is limited to those concerning utilities. The relative rights of other parties in similar situations may differ depending on the language of the relative deeds, the transactional history, and the applicable law, and thus, you should consult counsel if you have a property dispute.

Contact Michael Barron mbarron@fletcher-sippel.com or Jim Helenhouse jhelenhouse@fletcher-sippel.com or (312) 252-1500 for additional information or questions.

Intruder Alert!

"Does anyone have information about flying over RR's in the US?"

Anonymous post from a railfan on Phantom Pilots Forum, May 23, 2016

Most of the focus on drones for the rail industry has been on their commercial use and impact of the new federal regulations. But there are others -- including the rail fan quoted above -- who are testing the limits of how a drone can be used to observe and document rail operations. If it has not happened yet, it won't be long before some plaintiff's attorney does the exact same thing! However, as long as these operators are in full compliance with the regulations, there may not be much you can do to protect your business from unwanted surveillance. While there are exclusion zones, such as around airports, the regulations do not include any similar protections for railroad facilities – at least not yet. with one exception……. the regulations forbid the operation of drones over moving equipment/vehicles, structures and people!!

This begs the question: what is permissible to protect your business from these types of intrusions?. The first step is determining if you have a problem. Drones are relatively quiet and can be hard to spot given their small size and speed. Training your personnel to be on the lookout for drones and having a procedure for documenting and reporting these intrusions will likely be your first line of defense. While there are a number of drone detection systems currently available on the market that might feasibly be utilized in specific high risk or known intrusion locations, these systems are probably not a commercially viable option given the vast amount of territory and infrastructure potentially at risk.

Once you know you have a drone problem, what do you do about it? There are a number of videos circulating around the internet of people shooting drones out of the sky. Although this option may have some gut level appeal, please remember…shooting drones out of the sky is illegal! The Federal Aviation Administration classifies drones as "aircraft" just like any piloted plane in the sky. Shooting at an aircraft is a federal crime punishable by up to 20 years in jail and payment of significant fines.

Realistically, the first, and possibly only, option for now is to contact law enforcement and provide them with your documented intrusion evidence, including witness statements, photographs and/or video of the drone operating illegally, as well as any other documentation you were able to gather about the owner or operator.

There are a number of companies marketing various types of drone countermeasures, including jamming devices, net cannons or drone guns that emit radio waves that can "take over" a drone and force it to land. There is even a Dutch company training eagles and other birds of prey to grab drones out of the sky. However, most if not all, of these options are limited to law enforcement (mostly federal) at this time. Railroad police may be able to utilize some of these options now and/or in the future. It remains to be seen if these options will become generally available to the business community any time soon.

Given this dynamic environment, we highly advise implementation of a drone detection protocol.

Contact Peter McLeod at 312-252-1546 or pmcleod@fletcher-sippel.com for additional information or questions.

TRANSACTIONAL TIPS

Non-Transportation Ancillary Service Contracts- Why It's Important to Disclaim Common Carrier Status

As a "common carrier by rail" --defined under federal law -- a railroad is subject to certain rules and regulations defining its liabilities and responsibilities. A "common carrier" is also subject to the jurisdiction of the Surface Transportation Board ("STB"). Rules and regulations applying to "common carriers" include, for example, liability shifting rules for the damage of railcars and its lading, known as Carmack liability, regulatory review of rates and service, and usually AAR rules such as the Interchange and Car Hire Rules. While the primary business purpose of a railroad is freight rail transportation within its status as a "common carrier," railroads, especially short-line railroads, often look to expand their business models to perform work in ancillary service areas, i.e., intra-facility switching operations, railcar storage, and transload operations, all of which may involve handling and moving of freight, but not necessarily in a manner that requires the railroad to take on liabilities mandated for a "common carrier."

When drafting agreements for these ancillary services, it is important that the railroad include terms making it clear the services offered and the work performed is not done in the railroads capacity as a "common carrier by rail." By disclaiming your status as a "common carrier," the contract makes clear the intent of the parties is that liability and indemnity of the railroad for services provided will not be defined by the broad liability obligations of a "common carrier." Similarly, there will be no potential ambiguity that the statutory compensation schemes like demurrage, car hire, railcar damage, etc. are intended to apply to the relationship and will instead the relationship will be defined by the terms of the contract. For example, in a railcar storage agreement, if the contract specifies the railroad is not liable for any inspection, repairs, or supervision with respect to the railcars being stored pursuant to the agreement, but common carrier status is not disclaimed, a customer might claim the railroad is responsible for damages caused by vandals or storms, or liabilities otherwise attached when a railcar is in the possession of a "common carrier." By disclaiming its status as a "common carrier" in the agreement, the railroad also has a strong argument that the services provided are not subject to the jurisdiction of the STB, so other customers cannot claim the railroad must provide them the same services on the same or substantially similar terms. Depending on the circumstances, disclaimer language may help to avoid application of FELA and Railroad Retirement taxes too.

So, what's the moral of the story —always consult with your attorney on new business endeavors and in drafting contracts for these ancillary services!

Contact Audrey Brodrick at 312-252-1518 or abrodrick@fletcher-sippel.com for additional information or questions.

Employment Law Updates

The Tale of an Excessive Successive Leave: A Review of *Whitacker v. Wisc. Dept. of Health Services*: http://media.ca7.uscourts.gov/cgi-bin/rssExec.pl?Submit=Display&Path=Y2017/D02-27/C:16-1807:J:Hamilton:aut:T:fnOp:N:1919326:S:0

On February 27, 2017, a Seventh Circuit panel refused to resuscitate a suit against the Wisconsin Department of Health Services ("the Department") by a former worker with a disability who was terminated when she failed to return to work after exhausting her unpaid statutory and contractual medical leave.

The employee sued her former employer claiming the Department failed to accommodate her back disability and terminated her in violation of the Rehabilitation Act. The appeals panel, however, agreed with the district court's determination that the employee failed to establish she was an "otherwise qualified" employee, as required by the statute. In other words, the employee failed to prove she was capable of performing the essential functions of her job with or without a reasonable accommodation.

In reaching its decision, the appeals panel relied on the employee's job description which specified regular attendance was required. Specifically, the appeals panel stated "[her] economic support specialist position required regular attendance." "The position's responsibilities included answering phone calls, attending in-person meetings with clients, using the department's internal computer system and other tasks that required [in-person] attendance." The court stressed that plaintiff was unable to contradict that attendance was an essential function.

After eight years of employment, on December 2009, plaintiff filed a disability form seeking an accommodation for her chronic back pain. She initially requested permission to stand and stretch at various points of the workday, which the Department approved. In the summer of 2010, she requested a leave of absence as an accommodation, and then took the first of several consecutive leaves of absence. She never returned to work before she was fired in November 2010. In suing her employer, she alleged the Department violated Section 504 of the Rehabilitation Act by rejecting a request for an accommodation of what she called a "finite, unpaid leave" and instead terminated her employment. The District Court granted the Department's Motion for Summary Judgment.

The appeals court upheld the district court's ruling in favor of the Department, finding the plaintiff failed to provide evidence that she could perform the essential functions of her position -- with or without an accommodation -- and that she, in fact, admitted she wasn't terminated solely by reason of her disability, as required by the Rehabilitation Act.

Contact Chloé Pedersen at 312-252-1510 or cpedersen@fletcher-sippel.com for additional information or questions regarding employment counseling claims or concerns.

OSHA UPDATE

8th Cir. Says Try Try Again

A BNSF employee sued the railroad alleging retaliation in violation of the FRSA after he was disciplined for not immediately reporting an on-the-job eye injury. He was awarded $58,280 but BNSF appealed. On February 27, 2017, the 8th Circuit reversed and remanded the verdict so the parties will either settle or go at it again. In relying on its 2014 ruling in *Kuduk v. BNSF*, the three-judge appellate panel ruled that plaintiff was supposed to establish during trial that BNSF **intentionally** retaliated against him after he reported the eye injury. The panel found the district court erred in instructing the jury that plaintiff did not need to establish intentional retaliation in order to prevail. The appellate panel remanded the case back to the district court for a new trial.

In a March 14, 2017 filing, plaintiff challenged the panel's ruling arguing that the full 8th Circuit should examine the panel's application of the *Kuduk* standard before vacating the jury's verdict based on improper jury instructions.

This case is *Edward Blackorby v. BNSF Railway Company*, 15-cv-3192 (8th. Cir., February 27, 2017).

You Don't Have to Go Home -- But You Can't Stay Here!

Another 8th Circuit decision….In an opinion filed on March 10, 2017, the 8th Cir. affirmed summary judgment in favor of BNSF because no reasonable jury could infer that plaintiff's FRSA-protected activities were a contributing factor in BNSF's decision to discharge the plaintiff for harassing and intimidating a co-worker.

According to the allegations, plaintiff allegedly pressured union members to rescind claims they had made against a supervisor. When BNSF opened a disciplinary investigation into the plaintiff's actions and delivered a document informing plaintiff of the investigation, plaintiff was overheard threatening the messenger. Relying on these actions, BNSF fired him. Plaintiff claimed this was merely a pretext and the firing was due to the success of his union activity.

The court first addressed whether plaintiff waived his right to file a *de novo* review because he engaged in extensive administrative adjudication of the merits. The court ultimately decided there was no waiver but the concurring opinion wastes no time suggesting the court's analysis was futile because plaintiff took every opportunity to pursue his case both administratively and through the federal courts and lost at every turn. Only time will tell if this decision will be the final nail in the case's coffin.

This case is *Paul Gunderson v. BNSF Railway Co.,* 15-cv-2905 (8th Cir. March 10, 2017).

Contact Chloé Pedersen at 312-252-1510 or cpedersen@fletcher-sippel.com for additional information or questions regarding whistleblower concerns or claims.

Fletcher & Sippel is proud to announce Chloé Pedersen's selection as a "Rising Star" by *Illinois SuperLawyers* and *Chicago Magazine* for the third consecutive year. Recognizing no more than 2.5 percent of attorneys in each state, Chloé is honored for her achievements in Employment Litigation: Defense.

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Regulatory Ruminations

Railroad Line Leases and Trackage Rights: Did You Know . . .?

A railroad's common carrier status on a given railroad line is forever, or so the regulatory axiom goes. No less than Supreme Court precedent establishes that trackage rights or a lease held by a railroad on another carrier's line may only be extinguished by way of formal STB discontinuance authority, even if the underlying trackage rights or lease agreement has expired or been terminated. So, if a railroad has obtained the required "entry" authority from the Surface Transportation Board (STB) or its predecessor, the Interstate Commerce Commission (ICC), to operate over a given railroad line, that railroad's common carrier status on the line remains in place unless or until the STB grants corresponding "exit" authority.

Logic, therefore, would suggest that once STB authority for a lease or trackage rights arrangement is in place, the regulatory story ends unless or until the tenant seeks to quit the line. Logical, true, but did you know that *amending, extending* or *renewing* a previously-authorized lease or trackage rights agreement nevertheless may be regarded as a regulatory event requiring supplemental STB authority?

The STB's organic statute is not particularly clear on the matter of amendments, extensions or renewals of railroad line leases and trackage rights agreements. The statute's focus is generally upon the "foundational" agreement establishing the tenant's original right of use. However, a specific STB regulation contemplates that the parties to such a transaction will return to the agency for supplemental authority in the event of a renewal of a lease or "any other matter" previously authorized by the STB or ICC where "only an extension in time is involved." 49 C.F.R. § 1180.2(d)(4).

So what about renewals or extensions where the parties have also agreed to alter the substantive terms of the agreement? There is no STB regulation that speaks specifically to that situation. However, the emerging practice – particularly where a Class I carrier is involved – is for the leasehold or trackage rights tenant to return to the STB to seek supplemental regulatory authority in light of the change. In fact, agency policy focusing more now than ever on "interchange commitments" (otherwise known as "paper barriers") that may be contained in leases and (to a lesser degree) trackage rights arrangements is one of the reasons why the STB would expect the parties to an extended, renewed or modified lease or trackage rights agreement to make a supplemental filing.

Admittedly, there is a logical inconsistency in requiring supplemental regulatory authority where the tenant's regulatory rights and obligations under its original entry authority are arguably "permanent." But, in light of what we perceive to be the STB's expectations (which we see reflected in current regulatory practice), there is possible risk in not seeking supplemental authority. Assuming, for example, that the parties to an extension or modification of a rail line lease arrangement did not return to the STB for supplemental authority, is the extended or modified contract unenforceable because it was not "authorized" under federal law? Legal precedent leaves this question largely unanswered.

Finally, although it is probably fair to say that any extension or renewal of a lease or trackage rights agreement beyond its initial term warrants returning to the STB, legal precedent is not so clear where parties agree to modify a lease or trackage rights agreement *during* its term. Without question, any modification of the scope (mileage) of the railroad property to be leased or operated over requires a return to the agency. Less clear is whether modification to such things as compensation or liability terms is sufficiently "substantive" under agency precedent to warrant supplemental STB authority. It is best in such instances to consult with regulatory counsel.

Contact Robert Wimbish at (312) 252-1500 or rwimbish@fletcher-sippel.com.

Is My Tariff Still a "Tariff"?

As its name implies, the ICC Termination Act of 1995 (ICCTA) abolished the Interstate Commerce Commission. But reports of the ICC's death would have been premature -- it actually lived on, in somewhat modified form, and with a new name: the Surface Transportation Board.

ICCTA is often also construed as having abolished "tariffs." And in some respects, that's true. The railroad portion of the statute no longer refers to "tariffs." Railroads are simply required to make their common carrier rates "available" to those who ask for them. (There's an exception for certain agricultural commodities -- rates for those must be "published," but the statute and the STB's regulations don't prescribe "tariffs" as the way to do so.) Indeed, a 2004 STB decision confirms that, after 1996, there's no requirement that railroads "even have tariffs."

But wait a minute. Railroad tariffs aren't dead -- you can still find them everywhere, and they're still called tariffs. One appellate court said that railroads do this simply "out of habit." But when the STB adopted new demurrage liability regulations in 2014, it provided that "demurrage will be governed by the demurrage *tariff* of the serving carrier." So even the STB still calls them tariffs.

The real distinction here is that ICCTA abolished *filed* tariffs. Before 1996, a railroad's tariffs were filed with the ICC, and thereby had the force of law regardless of whether a shipper knew about them. Today, a shipper usually must have actual knowledge of a tariff before it is bound by the tariff's terms. Those STB demurrage regulations mentioned above? They impose liability only on a person with "actual notice" of the railroad's demurrage tariff.

Does that mean tariffs are meaningless? No. The law requires that a railroad provide service "in accordance" with the rates that it makes available to shippers. 49 U.S.C. 11101(e). A tariff can thus be seen as a "holding out" that binds the railroad to provide the transportation at the rates offered. It can still be a consequential document; it just doesn't have all of the legal effect that it had before 1996.

So go ahead and call it a "tariff." You're in good company. Just be aware of what the phrase does -- and doesn't -- mean.

Contact TJ Litwiler at (312) 252-1500 or tlitwiler@fletcher-sippel.com for additional information.

Fletcher & Sippel is pleased to announce that Chloé Pedersen is now licensed to practice in the state of Wisconsin and Liza Bryant is licensed to practice in Iowa.

More to Life than Law

Congratulations to our newest Partner at Fletcher & Sippel –-- Peter McLeod. While a lot of you already know his legal abilities and hopefully more of you will soon, we'd like to tell you about the other life he leads…….

Peter was born and raised south of Flint, MI (when the water was fine to drink!). He married his wife, Laura, a college sweetheart he met at Purdue University while working on his Bachelors. An overachiever, 2.5 kids would never suffice, together they have six children: PJ, Finn, Aidan, Declan, Fiona and Colin. It's not surprising that most of Peter's free time is taken up with the kids' activities: soccer, lacrosse, cross country, swimming, volleyball, basketball, choir, Indian Princesses, Cub Scouts and Boy Scouts. Where does he find the time to be Cubmaster of Pack 266?.

When you're born in Michigan, you love the outdoors and Peter is no exception. He loves swimming, hiking, kayaking and camping with his family. He doesn't get out much but when he does, he's a birdman – he likes to hunt waterfowl and pheasant.

Peter is a well-rounded athlete. He's competed in the M22 Challenge Triathlon the last 3 years, featuring running, biking and kayaking in Glen Arbor, MI.

Peter is also a cancer survivor -- 3 years and counting!!!

When Peter is not engaged in his children's events or the outdoors, he is either helping out in his Parish church – St. James in Arlington Heights or you can find him reading, mostly history or historical fiction novels. In fact, while we know he has a law degree, do you know he also has an MA in history from George Washington University!! Ask him the topic of his thesis! He can wow people at cocktail parties.

A proud Scotsman, he enjoys wearing his clan tartan and drinking a wee dram of single malt from the Isle of Skye, the seat of The McLeod Clan.

Peter completed his undergraduate degree at Purdue and is still an avid follower of the mighty Boilermakers -- through good times and bad. But he's also been in Chicago long enough to make his choice ….and it's the Cubs! So you know he's on a Cub's high this year….and convinced they're on a roll (heard that before?) Peter received his JD from Chicago-Kent College of Law and enjoyed his time there so much that he now works less than three blocks away!

Upcoming Events

April 22-25: **ASLRRA Annual Meeting**, Gaylord, TX, https://www.aslrra.org/web/Events/ASLRRA_CONNECTIONS
Peter McLeod—It's a bird, it's a plane, it's a drone?; Breakout Track—moderated by Chloé Pedersen
Chloé Pedersen–Managing FMLA; including suspected FMLA abuse

May 4-5: **Midwest Claims Conference**, St. Louis, MO https://www.eventbrite.com/e/midwest-claims-conference-2017

May 23-25: **National Association of Rail Shippers (NARS),** San Francisco, CA https://www.railshippers.com/upcoming_meetings.asp

June 14: **Rail Supply Chain Summit**, Chicago, IL http://www.mep-associates.com/TheRailSummit

June 25-27: **Annual Meeting of the Association of Transportation Law Professionals**, Austin, TX http://www.atlp.org/index.php

July 10-11: **Midwest Association of Rail Shippers,** Lake Geneva, WI https://www.railshippers.com/upcoming_meetings.asp

July 26-28: **24th Railroad Liability Conference**, Fort Worth, TX https://www.eventbrite.com/e/24th-railroad-liability-conference-registration-28015725790
Chloé Pedersen & Liza Bryant—Challenges of litigating FRSA and FELA simultaneously

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