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THE STATE OF SOUTH CAROLINA
In The Court of Appeals
No. 2012-212062

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

DeAndrea G. Benjamin, Circuit Court Judge

Case No.: 2010-CP-40-5460

Trumaine V. Moorer, Respondent,

v.

Norfolk Southern Railway Company, Appellant.

RECORD ON APPEAL

Vol. III of IV

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Q. All right. So if that were 1,100 feet, again, would the distances indicated in this work on May 9th, 2007, be less than what the job description describes?

A. Yes. They are not very long distances. That's less than a quarter of a mile.

Q. And for a fit person like Mr. Moorer, how long would you expect a person of his age and description of fitness to be able to walk that length, about 1,100 feet?

A. Well, from what I saw, I would expect him to have no difficulty performing the job duties that were described in the document that was reviewed by Mr. Moorer's supervisor.

Q. Okay. And with respect to the May 31, 2007, work description, which is also on this Answer to Interrogatory, you've already testified to previously, but is it your belief that the level of physical exertion is more or less than what is described as the maximums in the job description?

A. It's less than the maximums that were described.

(Climatological data marked as Defendant's Exhibit B)

BY MR. TECKLENBURG:

Q. Now, let's go to the weather that day. And I want to refer you to Defendant's Exhibit B.

MR. DUFFEY: She has it.

BY MR. TECKLENBURG:

Q. If you could, Dr. Lina, looking at the first day, which is generated for -- this would be Bates labeled NS-MOOR 1057, which is for May 9, 2007.

A. Uh-huh.

Q. If you look under the dry bulb temperature, what is the highest temperature that you see on that particular day?

A. 78 degrees.

Q. And what was the humidity at that time, looking over about five columns under relative humidity?

A. 60.

Q. And what was the wind speed?

A. It was 14 miles per hour.

Q. 14 miles per hour, did you say?

A. Uh-huh.

Q. Okay. And does it appear that wind continued through that day?

A. Yeah. The speeds, for most of the day, were in the teens, dropping off just below that, ranging

from around eight at around 3:00 or so.

Q. All right. And based upon your review of this climatological data, is it your opinion that -- what is your opinion as to the impact of the weather on a person's, like a conductor's, ability to perform work that day?

A. I don't consider the weather conditions to represent either extreme heat or humidity.

Q. All right. And then if we can turn to the next day, which is May 31st. And the Bates label on that is NS-MOOR 1059. Do you have that in front of you as well?

A. I do.

Q. Again, looking at the same columns, what is the highest temperature you see on that day?

A. 88.

Q. And what was the humidity at that time?

A. 42.

Q. Okay. And were there wind conditions on that -- on May 31st as well?

A. There was no wind for the -- likely for the first hour or two of his shift, but then the wind picked up and seemed to range right around eight or so, eight miles per hour, during the afternoon hours.

Q. And in reviewing this data, do you believe

that this weather, which is essentially in the high 80s and humidity ranging between 40 and 50 percent in the afternoon -- do you believe that this is the type of weather that would impact a conductor's ability to perform his duties?

A. I would expect a conductor to be able to safely perform his job duties under those weather conditions.

Q. And, in fact -- just sort of summarizing some of your testimony earlier, is it your opinion within a reasonable degree of medical certainty that Mr. Moorer's heat illness is not related to the weather encountered on these two dates?

MR. MOSS: Object to form.

THE DEPONENT: Yes, in that I do not believe that in the absence of other triggering factors that I've discussed previously, they would have led to a heat illness in this individual.

BY MR. TECKLENBURG:

Q. And likewise, do you believe, within a reasonable degree of medical certainty, that the heat illness of Mr. Moorer is not related to the level of physical exertion as described in the interrogatory answers?

MR. MOSS: Objection. You can answer.

THE DEPONENT: Yes. Again, with respect to -- in the absence of any other triggering factors or underlying conditions, I do not believe he would have experienced a heat illness at that level of exertion.

BY MR. TECKLENBURG:

Q. And in your review of conductors' responsibilities in the past, is there anything extreme or unusual about the level of activities that you see that Mr. Moorer performed that day as a local conductor?

A. No. I don't see anything extreme or unusual.

Q. All right. Now, you've talked quite a bit about the medical term "rhabdomyolysis," correct? Could you tell us what the causes of rhabdomyolysis are?

A. There are a myriad of causes of rhabdomyolysis. These causes include muscle trauma, such as crush injuries, electrical injuries, fractures; and, in fact, muscle trauma is the primary cause of rhabdomyolysis.

Other causes include exertion related, in particular, overexertion in unfit individuals or, for example, overexertion in individuals with sickle cell traits; extreme exertion, such as marathon running. I would also put into the exertion category two medical

conditions related to seizure activity and firing of the muscle -- repetitive firing of muscle fibers, something called status epilepticus and another disorder called delirium tremens, which is associated with alcohol withdrawal syndrome.

Other causes include heat related. By that I'm talking about a hyperthermic state, meaning increased body temperature. This can be seen, as I've described earlier, in heat stroke with temperatures over 106. It can also be seen in the genetically inherited medical condition known as malignant hyperthermia, that I also previously described.

I would also place into the heat-related category impairment of heat dissipation, for example, from wearing excessively bulky and/or impermeable clothes when performing exertion in hot weather and also severe dehydration, which can result from excessive sweating with a subsequent lowering of the potassium that triggers muscle injury.

Other causes include viral and bacterial infections. There are drug-related causes. There's a number of prescription medicines such as antidepressants, antipsychotics, diuretics, and lipids- or cholesterol-lowering medications. There are other toxins, alcohol; it's seen in alcohol abuse and use of

illicit drugs, in particular cocaine, heroin, and LSD.

Other causes include use of nutritional and/or dietary supplements, particularly those that contain ephedrine or anabolic steroids or something called creatine monophosphates. Other causes include genetic muscle disorders. I did refer to one earlier, the one known as malignant hyperthermia, but there are other disorders of energy or glycogen metabolism in the muscle related to muscle enzyme defects that are inherited. These include a condition known as McArdle's disease, and another one, that's really the most common one, called carnitine palmitoyltransferase, but I would have to check those words.

And let's see. Finally, there's -- I mentioned sickle cell trait, and then there's just other -- a long list of endocrinologic, inflammatory, and/or metabolic causes.

Q. So it sounds like when someone presents themself with rhabdomyolysis, that there are a number of things that a physician needs to look at?

A. Yes, in order to establish the cause.

Q. All right. And with respect to Mr. Moorer's first episode, it sounds like, from your prior testimony, that the wearing of rain gear and the lack of having meals appeared to be an explanation that was

that he described taking a liquid dietary supplement and another nutritional supplement called Km.

Q. And have you evaluated those substances in any way?

A. Well, I've tried to look up Km on the Internet and wasn't able to find a listing of its entire contents. I didn't find anything related to ephedrine -- mentioning ephedrine, anabolic steroids, or creatine monophosphate, for example.

Q. Well, given the list of things that could be the potential causes of rhabdomyolysis, is it your belief that someone like Mr. Moorer should continue in the care of a physician?

A. Well, I would expect him to, as he has been previously, be under the care of a physician.

Q. And would you expect -- if he had a primary treating physician like Dr. Dantzler, would you expect him to refer him, perhaps, to a specialist?

A. I would hope that that would be the case.

Q. All right. Indeed, Mr. Moss asked you whether you had corresponded with Mr. Moorer about his future care. Is that your role as a doctor simply reviewing whether he can return back to work?

A. No. That's really the role of the treating physician. My role in this case did not extend to that

type of involvement.

Q. Now, I want you to assume that Mr. Moorer has, indeed, seen a specialist, a gentleman by the name of Dr. Moseley in Charleston, and he has recommended that he consider further evaluation for a type of glycogen storage disease. If a doctor was recommending something like that to Mr. Moorer, do you think that would be a good course of action to pursue?

MR. MOSS: Objection as to foundation and predicate. You can answer if you can, Doctor.

THE DEPONENT: I think that's something he needs to address with the recommending and treating physician. From my perspective, that is consistent with some of the possible underlying causes that I've described that could explain what I consider to be an increased susceptibility to rhabdomyolysis.

BY MR. TECKLENBURG:

Q. And what is glycogen storage disease?

A. That is referring to a genetic muscle enzyme defect. It's a defect in the muscles' energy or glycogen metabolism.

And there are actually a number of these conditions with very long names. I tried to say one of the names, but I'm not sure -- I'd have to review it to make sure I've got it right. I think it's carnitine

failure. I was aware that, at the time, that the temperatures were not that hot. Coupled with my understanding of the conductor's job duties, I felt that this presentation on May 31st, from a clinical standpoint, simply didn't make sense, that in my opinion, it was not reasonably explained by the physical exertion or weather, and that it strongly suggested the presence of an underlying susceptibility to a recurrent episode of a heat-related illness, in particular, rhabdomyolysis.

Q. What do you mean by "underlying susceptibility" to rhabdomyolysis?

A. That it may be likely that Mr. Moorer may have an underlying medical condition, to include genetic or inherited medical conditions that are associated with an increased risk of rhabdomyolysis.

Q. Is that an opinion, or is that speculation at this point?

A. It's not speculation at all. It's my opinion.

Q. So it is your opinion, expressed to within a reasonable degree of medical certainty, that Trumaine Moorer has an underlying medical condition to include a possible genetic or inherited condition that explains his underlying susceptibility to rhabdomyolysis?

A. I believe I said that the literature -- and I believe -- that I have read strongly suggests that there is a likely underlying susceptibility to recurrent heat illness possibly related to a genetic or inherited condition or some other condition.

Q. What condition, genetic or inherited condition, do you believe is the underlying -- cause of the underlying susceptibility?

A. I don't know in his case what causes it, but when I reviewed the literature, I was struck by the similarity between his presentation and that of a number of case reports and small studies wherein, in some of them, military soldiers, physically fit, well-conditioned, acclimatized, exercising all their lives without any difficulty; similar to Mr. Moorer's presentation, in that I saw in the records he's described as an athlete, he admitted that he exercises regular, he works out, he's fit, he has performed a similar level of strenuous work in much hotter climates when he did -- particularly when he did a two-year stint in Kuwait.

In these soldiers and in case reports of similar individuals, what I found striking was that they were tested for an inherited muscle disorder called malignant hyperthermia.

Q. And did those soldiers in the literature you reviewed have this malignant hyperthermia?

A. A majority of the cases -- and again, these were case reports and small studies, but a majority of the cases tested positive for malignant hyperthermia.

What is interesting about this association, which I believe is strongly suggested by the literature, but again, it's -- it needs to be studied further, but that in these cases, malignant hyperthermia, in itself, is usually asymptomatic. People don't know they have it typically until it is triggered by exposure to anesthetic gases, which then causes a chain of reaction leading to an increased hypermetabolic rate, your body temperature rises, you excessively sweat, that leads to muscle damage, increased creatine phosphokinase, and potentially death if it's not treated.

This malignant hyperthermia has -- it appears that it's more often seen in men of muscular build. And what I found to be interesting is that it is described as having variable genetic expression, which means that it is not always triggered, for example, when exposed to anesthetic gases. It, in very layman terms, turns on and off. It's not always on. And again, that's a very loosely said layman's term.

a very small number.

Q. Let's say in the last five years, how many do you think you've personally gotten involved in?

A. Me, personally, maybe two.

Q. All right. And how many employees does Norfolk Southern have?

A. We have approximately 30,000 employees, give or take.

Q. And what do you attribute the low prevalence of heat injuries to?

MR. MOSS: Object to form.

THE DEPONENT: I believe that it's an outcome of our focus and emphasis on our employees' safety and health and that the training on prevention of heat-related illnesses is working.

BY MR. TECKLENBURG:

Q. Finally, I think you were asked this, but you issued a letter, which is marked as Exhibit 5, to Mr. Moorer regarding his continued service as a conductor. If you were presented with additional information that satisfied you that he had a treatable condition and could come back to work, would you reconsider bringing him back as a conductor?

A. I would be happy to reconsider his fitness for service as a conductor.

they do.

And if we could put up this, please. If we can start on Page 1.

MR. JENKINS: Your Honor, while he is searching, may I ask a logistical question about jury charges? I'm about to send an e-mail. I wanted to send it early this morning, but I couldn't because I had connection problems. Will Aaron be able to receive that e-mail on the bench?

THE COURT: Well, that depends on whether or not we can get -- we have internet connection. If we do, he can. But he said he is not sure.

And I will tell you as far as the jury charges, unless there is something new, I'm inclined to adopt what we had before, somehow incorporate the rulings from the last time into the record to preserve it and protect it for you all, and keep on moving, unless it is something new that has come up in the trial and something different or some new issue that we haven't decided on. I will just go ahead and give you a heads-up on that.

MR. JENKINS: Okay. Thank you, Your Honor. For the Court's information, we reordered and reduced, and we're going to send that in Word form, and our only areas of contention are in highlights.

So we ought to be able to move through it very expeditiously.

THE COURT: That's fine, but I'm telling you I'm almost -- I'm pretty much inclined to do the same thing.

MR. JENKINS: Okay. Thank you, Your Honor.

THE COURT: And let you all incorporate your objections regarding the charge previously into the record.

He says it is working. So if you e-mail something he should be able to get it.

MR. JENKINS: Very good.

MR. TECKLENBURG: Your Honor, as I mentioned, his deal is industrial hygiene. On this slide all he wants to do is explain industrial hygiene, what specialization is -- and, by the way, he is prepared if you want him to testify about these slides if you have questions -- look at things that he looks at and basically recognition, evaluation and control. So I don't understand what the problem is with this slide.

THE COURT: Is there a specific objection to a specific page of the slide?

MR. MOSS: If we can just -- there we go. Nothing is completely safe. He is now opening the

testimony you are about give in this case will be the truth, the whole truth, and nothing but the truth, so help you God?

THE WITNESS: Yes.

THE CLERK: Thank you.

JAMES B. SHEA, JR.,

after being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. TECKLENBURG:

Q Good morning.

A Good morning.

Q Can you give your full name for the record, please?

A Yes. James B. Shea, Jr.

Q Tell us a little bit about yourself, Mr. Shea. Where are you from?

A I am from the Dallas, Fort Worth area, a small town called Colleyville, Texas.

Q And what is your education, sir?

A I have a bachelor's degree in biology from the University of Kansas in 1978. And in 1979 I have a master of science degree in industrial hygiene.

Q Tell us about that. What is your field? What do you testify in?

A Well, the field of industrial hygiene predominantly deals with industrial safety, occupational safety.

Industrial hygienists look at the work environment for some very specific hazards, which we'll go over in a little more detail in a moment, to determine if there is some unacceptable risk in the workplace that would need some abatement or correction in order to make it a safer workplace for individuals.

Q Okay. And is that the master's degree, the area of study that you received?

A Yes, it is.

Q Do you hold any certifications?

A Yes, I do.

Q Tell us about that.

A I am duly certified. I have -- I am certified by the American Board of Industrial Hygiene, which is a national certification in the comprehensive practice of industrial hygiene. And that is by examination, about 16 hours of examination, as well as having certain education level, as well as a certain amount of experience before you can get that certification.

And then I also had a second certification in occupational safety, the comprehensive practice of that field, which is also another examination process, educational process that you have to meet, and what have you. And that is by the Board of

Certified Safety Professionals. That is another nationally -- or actually they are both internationally recognized certification groups.

Q Okay. Tell us about your work history. Where have you worked in performing your field of industrial hygiene?

A Well, in 1979 right out of graduate school I started at a small steel company in East Texas called Lone Star Steel. It was a fully integrated steel plant, everything from ore mines to the finished product.

With that came things like glass furnaces, coke ovens, open hearth furnaces, electric arc furnaces, so on and so forth. I worked there for about, oh, four years, or thereabouts, until the steel industry took a big hit in the early 80s.

I then went to a company in the Dallas area, a United Technologies company where we made computer chips or semiconductors. I worked there in the area of industrial hygiene and safety for another four years, at which time I was given an offer by Exxon Biomedical Sciences up in New Jersey to work at domestic chemical plants and refineries, as well as I had a territory of Southeast Asia and Australia to do offshore drilling platform, safety

and health work, and chemical plant refinery work again in the area of safety and industrial hygiene.

And then from Exxon I went to the Burlington Northern Railroad that was based out of Overland Park, Kansas at the time. It soon emerged in Sante Fe to become the BNSF Railroad Company.

I spent about 13 years with BNSF in a variety of capacities. I started off as the manager of industrial hygiene. Then I became director of safety and health programs for the corporation. And then director of industrial hygiene. And then the assistant vice president for medical environmental health.

And then in 2001 I started my own consulting business.

Q When you worked for Lone Star, the steel company, what sort of challenges did they present to a hygienist such as yourself?

A Well, the old saying is in the steel industry, if it is not hot, it is heavy. So I guess you can imagine, you know, the furnaces, the red hot molten metal, and it is blowing around everywhere, and what we call the digging(verbatim) gets red hot.

So heat is certainly one of the big aspects that industrial hygienists would get involved in.

Other things are like noise. You know, everything is loud as well. So we deal with things like hearing loss. We deal with -- we have a lot of brick masons that line furnaces and will have brick and so they are busting up brick all the time which creates dust. That dust contains silica. And so then there clearly is a risk of people coming down with silicosis.

Back in the 1970s asbestos was still very prevalent, and we had power plants, we had a lot of steam lines, and all these things were covered with asbestos insulation. So those are other aspects of industrial hygiene that we would get involved with.

MR. TECKLENBURG: Your Honor, I would submit Mr. Shea as an expert in the field of industrial hygiene.

THE COURT: Any objection?

MR. MOSS: No, Your Honor.

THE COURT: Ladies and gentlemen of the jury, Mr. Shea will be entered as an expert in the field of industrial hygiene. All right. Admitted as an expert in the field of industrial hygiene.

BY MR. TECKLENBURG:

Q Mr. Shea, as the other experts have testified in this case, I am assuming that you are here and

being compensated, is that right?
A I am.
Q And that is part of your work you expect to be compensated when you work, I assume?
A Yes, I do.
Q What is your hourly rate, sir?
A $225 an hour for working up cases and doing literature reviews, reading regulations, witness depositions, pleadings, medical records, those kinds of things. And then for testifying in the courtroom like this or in a deposition, it is $450 an hour.
Q Okay. Well, we will make it quick, or at least try to. Let me ask you this. When did you first get this case?
A Towards the end of 2009, probably November or December timeframe, if my recollection serves me right.
Q And since you have been involved since 2009, it sounds like it is over two years. We're in 2012.
A Yes, sir, I'd say so, a pretty strong two years, two or three years.
Q If you could just describe for the jury the amount of time you have invested in dealing with this particular case and trying to come up with your

conclusions.

A You know, there is -- you know, in working up cases like this, especially when they go on for a period of time. For example, all the documents that one has to go through, you see a lot of documents on the counsel's desk, and what have you. Well, many of those are sent to people like me to review and to read and study, what have you.

So I'd say when you look at this categorically and breaking it down into the volume of materials I had to read, the types of things I had to research and evaluate, the regulations, recommendations, or things like heat, and what have you, I have probably had on the order of 40 to 50 hours of doing those kinds of things.

Then when I take a look at the trips I've made, I have actually come out to the Columbia-Orangeburg area on a couple of different occasions in 2010 to do some studies, make measurements.

That is another thing industrial hygienists do, we measure everything. We measure air quality, or in this case for heat. We measure heat levels, the environmental factors of heat.

So, taking -- making a couple of trips, securing equipment from the laboratories,

calibrating the equipment, processing the data after you actually conduct the field sampling, going back to Dallas, and so on and so forth, I would say I have got in the order of 60 hours of time vested in doing that kind of work as well.

Then the next category I would say would be preparing for depositions and going through depositions.

There were I think one false start on a deposition, if I remember right. I finally had my deposition in June of 2010. The preparation time and going through the deposition, what have you, that was another probably 20 or 30 hours of work getting ready to be asked all the questions one gets asked in deposition.

And then probably the last category is preparing for scheduled trials. There has been two or three scheduled trials in this case already. And there is preparatory work obviously to get ready for those trials, to build exhibits and to get your data in the sense that can be explainable to a jury, and what have you. So from that category, I'd say probably 40, 50 hours as well.

Q So sometimes you can get ready for a trial and it never happens, huh?

A Well, that is exactly right. They get rescheduled, rescheduled, rescheduled, so --
Q Well, let's talk a little bit about the power -- have you put together a slide to show the jury?
A I have.
Q If we can turn that on, please.

Now, let's look at this first slide. Tell us what this is and what it represents, Mr. Shea.

A Yes. As I was describing before, this whole field of industrial hygiene, which really the term is foreign to many people unless you work for maybe very large corporations who actually hire industrial hygienists and have them on staff at the time. But this is just kind of a simple breakdown of what it really is. And I think one way to think of it, it is really a specialization of occupational safety or industrial safety. It goes a little deeper into the sciences than your traditional safety professionals would. And, as I said before, ultimately we are interested in preventing injury due to unacceptable risk factors in the workplace.

The center item are those risk factors that we often look at. That is just a very partial list. Actually, the list is quite a bit longer than that.

But just to give you an idea, chemical substance is one of the larger areas that industrial hygiene people get involved in, things like asbestos and lead, welding fumes, solvents, those sort of things.

Noise, as I mentioned before.

Mold and bacteria. Over the years, the last few years, there has been quite a bit published in the news media, and what have you, about black mold, for example. That would certainly be another area that people like me get involved in.

All forms of radiation. Health physics is a big area of industrial hygiene.

Temperature extremes, whether it is cold weather, stress, or if it is heat stress.

And vibration. Riding in a locomotive, for example. Or being subject to vibration of a train. That is kind of new now. Vibration may affect the body in various ways as well.

And then ultimately what we do with all these things is we try to recognize whether or not there are unreasonable risks in the workplace pursuant to these factors where we -- our judgment tells us we need to evaluate it and see is it at a level that is not very safe, or not sufficiently safe. We

have to make those determinations in order to tell management, or whoever it is that you are doing this work for, that it is not safe enough. And that is what the evaluation part is.

And then when you deem something not sufficiently safe, then you implement control measures. And people like myself tend to do quite a bit of the design of control measures to rectify whatever the exposure situation is.

Q All right. Thanks a lot. Tell us about risk factors.

A Yes. As I mentioned before, chemicals, and what have you, are a risk factor as well. So just to give you a better sense of the sources of risks, I've got these four items up there, objects. For example, counsel's table. That is an object, but it could be exposed to conditions, such as a lot of paper. And over the years you could slowly erode away the stability of that desk because of all the paper and it becomes less safe, less safe, and less safe. So that is kind of an idea of how objects and conditions kind of work together.

Bridges. I think we have heard some bridges in the news not long ago where over the years they have developed so many stress fractures, and what

have you, they collapse. Okay, well, you know, the bridge is an object. The condition, with the stress fractures due to the weight, and ultimately you have got a collapse. So that certainly was a source of harm or source of risk.

Activities. Virtually any activity somebody engages in. Walking across the street you can trip and fall, and so on and so forth. So activities would be a source of risk.

And then lastly there are personal risk factors. For example, if somebody has diabetes and there are some neuropathies that can be developed by a diabetic, or by diabetics. Well, when you are working around others things that can cause a similar condition, then you are going to be more prone or more sensitive to those risk factors.

So trying to understand personal risk factors that somebody has is very important so you can better assess how successful they will be able to work in the work environment and be exposed to other risk factors that might make it easier for them to become ill or injured, in other words.

Q Okay. Next slide is adequately safe.

A Yes. The term adequately safe I think very -- it is a very important concept to get across, just

because there is -- risk is inherent in everything. You can never get rid of all risk. Just like nothing can be totally safe or completely safe. So there is this area called sufficiently safe, adequately safe, safe enough. Of course, by just saying safe, that implies it is an absolute. Well, this table is safe. Well, it is safe enough right now, but it is not totally safe. It can't be completely safe.

So I think it is very important when we think in terms of safety and risk that risk will be inherent everywhere. When we go outdoors it could be 80 degrees out. And for some of us that might not be that acceptable depending upon what our physiological makeup is. So there could be some risk to somebody in that situation.

But ultimately how we measure that from the safety person advising management in companies would be looking at the regulatory compliance.

Government, like OSHA or in a lot of these railroad cases, the Federal Railroad Administration, would also regulate safety in railroad environments, what is the general compliance with their regulations, what does that look like. You will never be in total compliance,

but is it in pretty good compliance, in other words. So that helps demonstrate are they sufficiently safe.

And then there are standards or practices that are common to general industry and how well does a company mirror up to complying with those kinds of standards.

Q All right. So that slide is a comparison model?

A Yes. This just kind of puts it together. It is kind of a simple way to look at it.

On the far right-hand side you have the perfect workplace where you would have absolutely no risk involvement. Well, that is not going to happen. It is impossible. Again, risk is inherent in every activity and every project.

So on the other extreme you have a very dangerous workplace where you have a company who they really don't have any safety resources. They don't pay attention to their accidents. They don't investigate accidents. They have lots of OSHA problems, high accident rates, what have you. That is not a good situation.

And then you have that area in the middle is where people like me try to make sure companies are somewhere in that center. It could be a little

more towards the right where they are implementing test practices or it could be dead center where they are kind of 50 percent in the middle of a pack of peer companies, say.

But an adequately safe place will have generally things like management commitments. Somebody is up there championing safety and saying, yes, we are going to have a safe workplace and we are going to fund it, we are going to resource it. You have few OSHA problems. You have protective equipment. You have safety glasses, hard hats, respirators where they are needed, and those sorts of things.

Q Now, are you familiar with Norfolk Southern Railway Company?

A Yes, I am.

Q And do you know their safety program that they have in place?

A Yes. I began benchmarking all the Class I railroads about 1991 when I was director of safety and health programs for the Burlington Northern.

Q And maybe the jurors don't understand the term Class I railroads, but you worked for Burlington Northern. Is that a Class I railroad?

A Yes, that is a Class I railroad. Typically when we

say Class I railroad we are talking about the biggest railroads in this country. Well, say North America, for that matter. And there are six. There is Canadian National, Canadian Pacific in Canada, there is Norfolk Southern, the CSX Railroad on the eastern part of the United States, and in the western part of the United States would be the Union Pacific Railroad and the Burlington Northern and Sante Fe Railroads. Those are the largest railroads, therefore we refer to them as the Class I railroads.

But I was going to say, back in '91, a lot of us benchmarked one another, and I would make a trip back in 1991 and met with quite a few people in the safety department, the environmental department, industrial hygiene, medical, and so on. And ever since then, many of us have been tracking each other. And we have very, very similar safety and health programs. So I have been familiar with Norfolk Southern's safety culture for, I'd say since 1991.

Q Fair enough. Tell us what -- specifically what you know about the culture at Norfolk Southern about -- as it deals with safety programs.

A Well, I have listed up here just a handful of types

of things that Norfolk Southern does to provide a safe work environment for their folks. And the first one I have up there is empowerment, which I have to say is very, very proactive. And it is just not Norfolk Southern, it is all the large railroads do this, and started really doing it in the early 90s. And that is where when any individual, any employee feels, for whatever reason, that they are exposed to some unreasonable risk, okay, again, in their mind, their perception, whatever that is, regardless of what people like me would say, if they feel that they are not safe enough, then they have the right to stop that work and just not do it. So that is empowerment. It is very powerful. And people will take advantage of that.

Q If I may interrupt you. Do the records actually incorporate that in their rule books, safety rule books, the empowerment concept?

A Some will have it. Generally in the very up front of the rule book you will have some of the general policy statements and those sort of things.

Some of the railroads -- and I can't remember specifically Norfolk Southern -- will actually use the words empowerment, people are empowered to stop

the jobs if they feel this, that or the other. Others will have similar terminology and they may not use the word empowerment, but it is -- everybody has that right to stop work if they just don't feel it is safe enough for themselves, which is important because on some days people come to work not feeling near on top of their game. For whatever reasons, they feel fatigued, they didn't get to sleep the night before, for whatever reason, they are ill and they just can't cope with the risk factors in the workplace near as well as they normally would otherwise. So they may be a little more vulnerable to certain risks in the workplace. So that is where something like that really comes in. It is very important.

And then I have a few others listed up here that you would like to see in a company that does care about its employees, and that would be your safety committees, DOT safety, OSHA safety. Those are the regulatory agencies. You know, we send attention to all those matters because there are a lot of safety regulations that an employer is responsible for complying with.

Safety training. That is another big one. I think you heard some testimony yesterday about -- I

think it was Mr. Stinson had training in heat-related illnesses or heat stress training.

Norfolk Southern does have handouts, brochures that they use in some training forum to pass on to other people about heat-related illnesses. That would be an example of safety training.

Q Do you know if they have videos that they show employees on heat as well?

A I believe so. I've got an entire file of NS heat-related programs back in my office, and I just can't remember as I sit here if there is a video in there or not.

And of course a safety rule book. I think you have heard a little bit about the safety rule book. Well, it is a large book. There is a lot of rules in that book. And they are all based on safety issues.

Q Very good. So you talked about your experience with the steel mill. I'm guessing you may have had some exposure to heat-related disorders when you I guess first started your career. Would that be true?

A Yes, that is correct.

Q And this particular slide is named Heat-Related Disorders. Tell me about this.

A Well, I just wanted to break this down into something that is probably a little more simple than probably what you were hearing so far by maybe some of the physicians, or Dr. Lina yesterday when reading her transcript.

But when we go into a work environment, like the steel industry, there are four major things that we are aware of that we look for, as well as we help workers understand what these things are, and that would be the heat syncope, heat cramps, heat exhaustion, and heat stroke. And I won't go into detail of every one of those, but it is basically going from least serious to most serious, because it is progressive. Heat-related injuries, it is an accumulative kind of thing say throughout a given day. You might start off with heat syncope, some dizziness, those kinds of things. It may progress into heat cramps. Heat exhaustion would be that next step, all of which have telltale signs in terms of symptomology and signs that you want people to look for and recognize. And many of them are rather intuitive anyway and pretty obvious and very instinctive of what to do.

But, in any case, heat stroke then would be the actual most severe form of a heat-related

illness.

And then I have just a listing of various signs and symptoms that would accompany the four items above there, the kinds of things that you would look for.

Q The next slide is entitled Heat Stress.

A Yes. The heat stress, just to get the terminology straight, there is heat stress, the term heat stress, and then there is the term heat strain, which the next slide will talk about heat strain.

Stress really speaks of the stress factors, the risk factors, those things that contribute to somebody becoming ill with heat.

So I have listed what those are in really three different categories.

The environmental factors, which you have heard a little bit about I guess this week, would be the air temperature, the humidity. Radiant heat, which is that heat you get directly from the sun that when you put shade over your head you feel that heat instantly go away. Okay, you take it away and you feel your face real hot again, well, that is the infrared radiation hitting your face. It doesn't heat the air, it heats the objects it strikes. Okay? And that is what I mean by radiant

heat, which is a very important factor when we are evaluating or taking measurements for hot environments.

Another good example of that would be standing in front of a fireplace. You have got a blazing fire, and if you just put your hand up in front of your face, right away your face cools down. Take it away, your face heats right up. But that air is not near as hot as your face is. That is radiant heat.

Okay, another thing would be clothing. I think Dr. Lina talked yesterday about a rain suit on Mr. Moorer's first incident that he had. And she was concerned about the rain suit because it did not allow any perspiration or evaporation of the perspiration, because there is a cooling effect, a very important cooling effect, where you need air flow and some air to evaporate the moisture and sweat from your body. That process in and of itself provides a wonderful cooling effect, okay? So through evaporative heat loss is basically what that is.

So clothing is very important. Wearing loose clothing that breathes, cotton in a hot environment is normally what you want to do.

And the body's own heat production is something that often times an employer cannot control. Your metabolism, your body breaking down the food that you ate, digesting it, and what have you, and breaking it down to chemicals it needs to sustain your bodily functions is metabolism.

Well, those are chemical reactions, and it generates a lot of heat when that occurs, and that is how your body can maintain its own body temperature as well is by that heat production.

Well, there are a lot of reasons. And I think Dr. Lina talked about them yesterday when they read her deposition where there are a lot of conditions or medical conditions that can increase that metabolism. And if your metabolism runs away, then you are going to build up an awful lot of heat inside your body, regardless of what the environmental outdoor air temperatures are, but you are generating a lot of heat inside.

Okay, so that is a good example of that.

And then if you are an athlete, a pro athlete, you are performing at maximum level, a maximum amount. That is maximum exertion at all times. They are going to generate an awful lot of body heat as well. So --

Q So heat strain, you mentioned, is different than heat stress, which we just looked at. Tell us about heat strain.

A Yes. The stress is, again, those things that can generate heat around the body, and then when you get too much heat, for whatever reason, and really it is your body's response, and I just listed it over here, and I won't read those, the general systems that are generally affected. And it is when those things are affected, like your circulatory system, your sweat glands, central nervous system, and what have you, when they are adversely affected, that is when things like heat exhaustion and heat stroke start setting in.

Q And this line lists susceptibility factors for heat strain.

A I think the most important thing on this slide is that people in their responses -- or people tolerate heat very differently from one another. There is this huge variation, okay? And it is based on a lot of these factors I have listed here.

For example, that pro athlete, his or her body is very efficient at managing their heat dissipation. And that is why they can perform at the levels that they perform at. While other

people like me will never get to that level, I don't think, and I cannot deal with heat anywhere near that well. Okay? That is one of the big reasons OSHA has had difficulty in trying to regulate heat-related environments because there is so many factors and there is such a wide variation.

I'm working a case now where, in a freezer environment, where it is subzero temperatures in a food freezer. Some people -- some guys are in there in shorts and they tolerate it just fine. Other people have to layer up and layer up and layer up and lots of gloves and everything else in order for them to feel comfortable. But it just gives you an idea of this wide variation people have for tolerating temperatures.

And, again, these things I have listed here are a lot of the factors. It is certainly not an all inclusive list, but it -- well, for example, alcohol. Alcohol is really adept on heat-related illnesses because it dehydrates you. And one of the worst things you want to do when you are working in really hot environments is to consume alcohol in the prior 48 hours before you are working in those environments. That was one of the issues we had in the steel industries with the

young guys. Because every time I interviewed somebody that had a heat exhaustion or heat stroke case, there was always an alcohol-related incident within the prior 48 hours.

So these are just, again, various factors that --

Q How about things like diet and hydration?

A Well, diet is very important. You have all heard of electrolytes and electrolyte drinks, and whatnot. Well, we always encourage people to eat good balanced meals. If you eat a good balanced meal you really don't need any special supplement. You don't need salt tablets or anything like that. You will get enough sodium, you will get enough electrolytes by just eating good balanced meals. But you have to eat enough for the amount of exertion your body is going to go through that day obviously to have energy for your hypothalamus to work, regulate your body temperature because that part of the brain does regulate the body temperature.

So if somebody -- the other factor in the steel industry, when you interview these people and you hear, well, for breakfast I had a mayonnaise sandwich. Well, that is not going to help it much

at all. So that just increases their susceptibility to acquiring a heat exhaustion or heat stroke.

Q Fair enough. So what issues do you ultimately look at in evaluating heat stress?

A Well, what we look at certainly would be all the environmental conditions. I mean, that is -- from an industrial hygiene and safety standpoint, when I work for an employer, those are the things that I can look at. I really can't look at, unless I interview the employees and educate the employees about diet, getting good sleep, and those sort of things, I have to look at, you know, temperature, humidity, wind, those sorts of things.

This particular slide is important because it is -- when I look at those environmental factors outdoors, for example, is it 80 degrees, is it 70 degrees, is it 100 degrees. That --

Q Go ahead.

A That in and of itself does not allow me to predict what is going to happen to the people working in that environment, again, because of this wide variability and different susceptibility factors that people have.

Q And then the next slide, you actually -- it looks

like you were looking at certain occupations, outdoor occupations.

A Yes. In looking at this case, Mr. Moorer's case, and in really looking at the way I have looked at these cases in the past or the railroad environment, people working outdoors, is that one of the things we know -- and I have got another slide that follows up to this -- different types of these occupations, is that if you are working outdoors in an occupation like a conductor or a brakeman in the railroad industry, we just have lots of experience. I mean, the railroad has been around since the 1800s and people working outdoors, as many occupations have. So there is really nothing really new or unique when it comes to dealing with people working in outdoor temperatures, even in Texas. I'm from Texas, and last year we had probably one of the worst summers since 1980 where I can remember, we had probably 100 and some-odd days over 100 degrees. Well, people didn't quit working outdoors. They continued to work outdoors in extraordinarily environmental temperatures. But those temperatures still weren't near like the steel industry temperatures working around furnaces, and what have

you.

So there is a continuum of hot environments to work in. But your typical outdoor work that is light to moderate exertion really is -- has been very acceptable in society for decades without doing anything, you know, in particular special about that.

Q So are these some examples of outdoor occupations that you may evaluate or look at in doing a comparison?

A Well, these are just some of the ones I think most people can probably relate to in one way or another. For example, you know, I've got lawn mowing up there, postmen, postwomen, meter readers. And, again, when I'm in Texas I see these folks all the time. They are outdoors. They are working. They have got that constant exertion of walking, although it is not heavy exertion by any means, but nonetheless they are still out there and exerting themselves to a degree. Perfectly acceptable. No government agency has ever instructed that kind of work out there or said you need some sort of special acclimatization program for these workers or anything like that.

On the right side is another list where you

have varying exertion levels, probably now you are getting into more of the moderate, maybe some heavy exertion in addition to working outdoors. And, again, farming or highway construction, excavation. You know, farming, I mean, it is huge. I don't know if we have any farmers in here, but agricultural work and the amount of effort and exertion that folks put in fields out there can be very, very demanding.

But this is just to give us some idea relative to a conductor's job.

Q Fair enough. So you have listed some occupations that you say have substantial heat stress factors.

A Yes. These are really a list where I would say we are starting to get into some excessive heat situations from an environmental standpoint or clothing standpoint. For example, these asbestos removal workers, they are going to be garbed up in big white suits. They don't breathe very well. They are going to be exerting themselves quite a bit in the way they have to actually get up there and remove asbestos from places they remove it from. They are wearing a respirator as well, which further adds to the amount of energy it takes to actually breathe through one of those things. So

they are building up an awful lot of body heat doing this work. It may not be that hot there, but, again, with the impermeable clothing, and what have you, it is a factor we have to be very, very concerned about.

And then there are some others. Foundry workers. When you are working in foundries where you might have red hot ingots right in front of you that is generating a tremendous amount of that radiant heat I was talking about. There you can get temperatures that are pretty extreme. And, again, in the steel mills, refineries where I have worked, chemical plants where I have worked, you start again getting into some very, very hot areas, especially when you have boilers and power houses, and what have you. So --

Q And how does a conductor job compare to some of the many jobs you just discussed that had substantial heat stress?

A Well, to me it pales in comparison. I mean, there is really no real comparison between a railroad conductor's job with the types of occupations I have in that previous slide. And, again, I have worked in many of those environments and I have worked in extreme temperature situations. And the

railroad conductor's job is a typical outdoor job. In South Carolina you get pretty warm summers out here, just like you do in Texas. I don't know, not quite as bad as Texas, I guess, but they are warm. It can be uncomfortable, no question. But certainly nothing extreme. You know, neither the FRA or the OSHA has ever tried to regulate an environment like this. I'm not even aware they even tried under the general duty clause to cite any employers for allowing people to work outdoors, at least I have never experienced that in all the time, the 30 something years I have been doing this work.

And then Number 5 there, I think that is a very important aspect of any job that where there might be some concern of heat or temperature or just somebody's own exertion level, and that is being self-paced. If you can slow down your walking, you can slow down your walking. That is a great thing. You know, if you start to feel a little bit out of breath, you know, a little over-exerted, then you want to slow it down, because you'll start cooling yourself more because you are going to exert less, you are not going to build up that body heat from the exertion by

self-pacing.

And generally there is quite a bit of literature out there on a job that is self-paced. People are only going to expend about 30 to 50 percent of the maximum energy level when their jobs are self-paced. So it is a good built-in safety factor, if you will.

And then I guess Number 6, I think that is very important too, these jobs just aren't comparable to athletics or athletes that are performing at a top level all the time.

Now we are getting truly into a different situation relative to heat concerns or say the military forces.

Q Tell us about Norfolk Southern's hot weather program just in brief. The jury has already seen a copy of this exhibit, so --

A Well, just very simply, it does talk about some of the things that we have already talked about here. For example, you will see the section about middle of the page called Heat Problems. It does talk about heat cramps, heat exhaustion, heat stroke.

You know, from here on down the page, you know, different things you can do to help prevent some of those. So, you know, just good

information, basic information, which is what I would certainly expect to see in a company like Norfolk Southern.

Then again, this is just more of same treatment. What happens when you start feeling some of these signs or symptoms. You know, what do we do. How do we, you know, try to prevent them.

Q Now, you've been provided a number of videos as part of your work in this case, is that right?

A I have.

Q Okay. And Mr. Deshazor, I believe, showed a number of those videos yesterday. And in looking over the list you had, it looks like there were maybe one or two more training films that have not been played. And specifically I think this one, Uncoupling Cars. Have you, as part of your employment with the railroad, observed the railroad workers do tasks like uncoupling cars?

A Yes, I have observed that on countless occasions.

Q Okay.

MR. TECKLENBURG: Could we play that first video? We are only going to play two.

(WHEREUPON, video played.)

Q What was that long rod?

A It is called the cut lever.

Q Cut lever.

(WHEREUPON, video played.)

Q So is this one task that you are familiar with conductors doing as part of any local train that might run on a Class I railroad?

A Yes, it certainly is.

Q And the next slide is a conductor spotting a car and making the couple. Actually I believe that one was not played by Mr. Deshazor either.

MR. TECKLENBURG: If you could play that, please.

(WHEREUPON, video plays.)

Q In doing those activities of coupling or uncoupling the car, does the engine do most of the work?

A Yes, it does.

Q And there were other slides that I believe were shown by Mr. Deshazor yesterday. Coupling Air Hoses, have you seen that?

A I have.

Q Operating a Brake Stick?

A Yes.

Q Operating a Derail?

A Yes.

Q Operating a Hand Brake?

A Yes.

Q Operating a Switch?
A Yes.
Q Riding in a Locomotive Cab?
A Yes.
Q Riding the Side of a Rail Car?
A Yes.
Q And Performing a Roll-by Inspection of a Passing Train?
A I did see that too.
Q And are those activities depicted in the video typical of what a conductor does on a local freight job?
A They are.
Q And is the P28 to your knowledge a local freight?
A Yes, it is.

MR. TECKLENBURG: Now, if we can go to the next slide.

Q Let me ask you this. Other than the task of walking, which there is no video of walking, other than the task of walking, if you looked at those videos Mr. Deshazor showed and the videos that we just showed, coupled with the task of walking, do those represent the exertion of what a conductor does on a local freight train?
A Yes, I would say so.

Q Fair enough. So have you looked at exertional tasks and come up with -- this is a chart. Please explain it to us, please.

A Yes. This is what I just would call a relative distribution, as I see it, on the P28 job when I was out there a couple of times, realizing it can vary on any given day. And I think you probably heard testimony as to what May 31st of 2007 actually looked like. Of course I was not there. I don't know.

But when I was out there, this is just some basic categories that I would break the job down into at least to give the jury, you guys, some semblance of at least my perspective as to how this all plays out. And when you see some video clips, sometimes you just can't put that all into what the typical work day looked like.

So, anyway, for example, you have to ride out from Andrews Yard out to these local industries or these companies where they switch at. So you will be sitting in a locomotive about 45 minutes out one way and about 45 minutes back the other way. Anyway, so you can accumulate all this, and that is where I come up with numbers.

For example, it is about 25 percent of that

day, at least when I was out there observing the crew working, standing and pacing was about 25 percent. I mean, we did see some of that where the guys were on the radio and they are talking. They are standing. Pacing is when they are waiting to spot the cars say at the industry, the track. Okay. They come on back and went to place the cars right here and pacing around. So they are not just standing, they are walking around. So that is what I mean by pacing.

Standing and holding, walking and upper body arms and climbing, so on and so forth, these are all exertional kinds of activities. And you'll see that I did assign exertion levels to that in this unit called watts per hour. And I know you have heard talk yesterday, maybe the day before, about is it light or moderate work. All right.

And I think Ms. Cicero talked about the definition of the Labor Department definitions of light and moderate work and heavy work, and what have you.

Well, people like me look to other agencies to define it a slightly different way. I think generally they kind of mirror up, but we talk in terms of numbers now.

So sitting you expend about 20 watts an hour of energy, and so on and so forth. I won't go through all the numbers. But you can see that the more you exert yourself, like with climbing, the more energy expenditure and watts per hour, at 250, 350 watts per hour.

Well, based on your wattage output, if you will -- talking like a light bulb now, I guess -- these different groups define that in terms of rest, light or moderate. Okay. So there is a little bit more science to making definitions as opposed to just looking up in the book like other professions do and just kind of eyeballing it. So we try to put numbers to about everything.

Q Have you observed other local freights in your occupation in industrial hygiene?

A I have.

Q Okay. And are these percentages typical of other local freights you have observed?

A I'd say generally. I mean, certainly you are going to have variation. I mean, there is going to be days where you are not riding near as much. I mean, sometimes you'll make one trip to one town like Orangeburg and that same crew may have maybe three jobs to switch there and they may go to

another town, another 45 minutes down the track, just depending.

Q I was going to ask that. The exertion level, does it turn, if you will, on the number of cars handled and the number of industries that you handle as well?

A Yes.

Q So this analysis -- of course you weren't there when Mr. Moorer was, but is this just an example?

A It is an example. Just a relative distribution.

Q Fair enough. All right. Thank you.

Now, tell us a little bit about your evaluation of the days in question, May 30th and 31st, which we are all here about.

A Well, I looked at the National Weather Service data. Of course I wasn't there to do any kind of measurements, nor was anyone else, for that matter. But Orangeburg Airport, they do have the National Weather Service temperature monitoring station there so we can just obtain their reports. And you can see up here what the temperature ranges were, from 59 degrees Fahrenheit to 91 degrees Fahrenheit. Relative humidity very low, 30 percent. Winds five to nine miles an hour. Clear skies.

Work conditions on that day, three industries switched or three companies they went to to move cars around when the May average was 4.3. So you could, just from the average, it looked like that it might be a little lighter day than the average day. And then when you -- just from that standpoint, when you looked at the amount of real work now, which would have been placing cars and pulling cars, you were right around the actual averages themselves, maybe slightly less than the actual May average itself.

Q And May 31st?

A May 31st, again, the same kind of thing. Looked at the National Weather Service data. You see it was just a little cooler that day by a few degrees. Relative humidity, still very low, which is, from a heat standpoint, having a relative humidity in the 40 percent range is wonderful. Okay? I think Dr. Lina talked about 60 percent or getting up to 80 percent, that is when it starts getting kind of extreme. Well, 80, 90 percent is pretty tough when you have a hot day and a lot of heavy work to do, but 40 percent is wonderful.

Winds again five to ten, a little bit of a breeze. Clear skies.

Work condition now this day was quite a bit less or quite a bit lighter than your average and the day before. You see two industries were switched, seven cars placed, six cars pulled, which is quite a bit lower than the actual May average. So it was a relatively light day.

Q The date of this slide is May 7, 2010. Why would you have a slide for 2010?

A Well, that was one of the two days that I went out to just take a look at the P28 job. The first day I went out was in March, and it was just a lot cooler. So the data just was really meaningless at that point. But this day was actually warmer than the May 31st day, or either the May 30th or May 31st, 2007. The relative humidity range was right around the same ballpark, so I would say it was fairly comparable, at least from the environmental conditions. Maybe when you look -- when you compare the hourly segments from the National Weather Service data you'll see that this particular day, May 7, 2010, was two to three degrees warmer within any given hourly segment.

So I felt that, okay, this may be more of a worst case day than that day just to try to get an understanding of what the environmental

temperatures were about and how bad they may have been. Okay? So I actually set up to do some temperature measurements. And there is a slide coming up showing you the equipment that I used to make these measurements.

Q It says, Locomotive 1645. Was that the engine you were on that day?

A Yes.

Q Is that the same engine Mr. Moorer was on on May 31st, 2007?

A Yes, it was.

Q So you were provided the same engine. What did you do with it?

A Okay, this is my monitoring station that I had set up. And you'll see the arrow pointing to the globe, that black globe. That is the sensor that measures that radiant heat I was talking about. So any radiant heat load that is out there, that sensor will pick it up.

The middle sensor called the wet bulb is really a sensor that has a wet cotton wick around it. And the point of that is to -- that factors in the relative humidity into that temperature reading, okay, is probably the easiest way to say that, with the natural air currents. Because with

that wet wick you are going to get some evaporation, the evaporation is going to cause cooling on that temperature sensor, so that helps factor in that element that I talked about before as being important, the wind factor.

Okay, and then the dry bulb is that white looking tiered thing. That would be your typical air temperature. Okay. If you just take your thermometer outside, basically that is what that is.

So ultimately what these three parameters do is they actually are integrated into that computer device on that stand and ultimately gives me a number that is called a WBGT index, which stands for Wet Bulb Globe Temperature index, which happens to be the gold standard when it comes to taking environmental heat measurements. This is how we do it. This is how OSHA would do it if OSHA did it.

Q I show you Exhibits 38 and 39. Are these the actual measurements you took?

A Yes. These are -- this would represent the computer printout, because I logged the data. And those are the computer printouts.

MR. TECKLENBURG: Your Honor, may I move these into evidence, Your Honor?

THE COURT: Any objection?

MR. MOSS: No objection.

THE COURT: All right, they will be entered without objection.

(WHEREUPON, Defendant's Exhibit No. 38 was marked for identification and received into evidence.)

(WHEREUPON, Defendant's Exhibit No. 39 was marked for identification and received into evidence.)

MR. TECKLENBURG: And can we put up Exhibit 40, please?

Q You were on the locomotive. Where did you set this up in the locomotive, this device?

A Okay. I actually had it set up -- I had two stations. The top picture that had the arrows pointing to the top, that was taking the measurements inside the locomotive cab.

Just below it was another box without all the sensors on top of it. I had a remote cable going from that little computer box out to the front of the locomotive, which would have been right out in front of this step right there.

And what I was simply doing with these measurements was I was comparing and contrasting

inside the locomotive cab with just the outside of the locomotive cab, because there has been some previous testimony here, I think by some physicians, saying, well, that cab is going to be a lot hotter because the engine is right next to it. Okay. So you are going to have a very hot environment in the locomotive cab.

Q That is what the physicians were saying?

A That is what the physicians were saying. And I was saying that is simply not true, okay, because the actual engine compartment is quite a bit further away. Okay. Here is your cab. That is where your crew sits. And then your engine compartment is back in this area of the locomotive. Okay. And you've got a considerable buffer. You have a high voltage cabinet. You have got a generator room. You've got a clean air compartment that -- where the air that gets sucked into the locomotive engine, what have you, comes in through this big old compartment like the front of a carburetor, you know, where -- but, anyway, so you have this huge buffer zone, you just don't get engine heat up in that cab. And really that is all I was trying to demonstrate with those measurements.

MR. TECKLENBURG: If we can go back to the

slide, please.

Q So you took the measurements. And what did you come up with? What is your recollection of the amounts?

A Well, overall I guess it all boils down that the environmental temperatures as represented by the National Weather Service data, taking a look at what they had, taking a look at my measurements on the locomotive cab, inside the cab where the individuals were. From looking at those data, it just wasn't excessive heat, the bottom line, is probably the simplest way to say it. I mean, numbers relative to the exertion levels fell well below what we call the threshold limit value or the so-called recommended safe limit, you know, when we take a look at agencies that recommend those kinds of things.

Q In looking at the numbers that we just had, it looked like there was a difference of between I guess a negative one and maybe a positive three, or something like that. Is that the type of measurements that you were finding a couple of degrees difference?

A Yes. For example, when the locomotive was sitting on the tracks and working into the spurs or side

tracks that go into these industries, it is only running at, you know, four or five, ten miles an hour maybe, backing up, and what have you.

When you are looking at those kinds of tests and operations, that cab was probably in the range of four degrees, say two, three, four degrees cooler inside than the outdoor stand that I have. Because that cab provided a lot of shade, so you cut off that radiant heat that I was talking about from the sun and protected those sensors. So it dropped the temperatures down. So it was actually cooler in those circumstances.

On the ride back, the other big variation would have been on the ride back to Columbia from Orangeburg where the sensors out from the nose of the cab cooled about -- they were four degrees cooler than the cab itself. The cab temperature maintained the same temperature as it did when it was out switching on the track. But that front sensor was quite a bit less, about three or four degrees less, because of the wind speed. You know, that 45 miles an hour was creating a lot of cooling effect on that wet sensor. It was evaporating a lot of the moisture. So that temperature dropped considerably.

And then the sun was such we were getting a lot of shading from the trees, so that also cut that down.

Q From a industrial hygiene point of view, is a difference of 0, 1, 2, 3 degrees significant in any way?

A No, not in a case like this.

Q So comparing it to like a steel mill, if you had an outdoor temperature of 90, what type of temperature would you expect in an industry like a steel mill?

A We get up to -- I mean, where people work, you get up to 150, 160 easy -- there is one area that I had to go follow some guys into one time that was about 200 degrees Fahrenheit, but we don't allow them to stay in there for about 60 seconds. And they were fully insulated. You get some pretty stout protective gear when you get somebody in those kind of environments.

Q Fair enough. So you did the measurements. And based upon those measurements, did you make any conclusions as to whether engine heat would play a part in someone in -- a conductor's heat illness?

A Yes. It just wouldn't be a factor.

Q So tell us what ultimately what your conclusions are in this case, sir.

A Well, I have them up here. The first one, safety regulations, as I mentioned before, just don't exist by any regulatory agency that would in any way shape or form limit or prohibit a conductor from doing a conductor job outdoors.

So, I mean, from that perspective, I mean, that certainly would be an indicator that may not be excessive if nobody has tried to regulate it.

Secondly, work conditions on May 31st, 2007 were not unique, unusual or unexpected in ways that would have exposed conductors, including Mr. Moorer, to any kind of an excessive heat condition.

These are your typical outdoor summer types of conditions that many people work in in this world.

Thirdly, evidence does not exist indicating that sustained moderate or heavy exertion existed in unusually high extreme climactic conditions. For example, if what I'm about to add is this work was light to moderate work. Okay. It was a lot of rest breaks, a lot of time to just stand around, which is good, because if you have a job where you are keeping a super fast pace, a lot of heavy exertion, you want some rest breaks in order -- for your body to cool down a little bit.

Well, all those things were there. I mean,

you know, self-paced work, a lot of standing, a lot of intermittent standing. The temperatures certainly weren't extreme by any means. So, you know, it is just a regular work day.

Okay. And then the conditions that Mr. Moorer experienced on May 31st again are very common. It is customary. It is common to industry for people like Mr. Moorer to work outside in these kind of conditions without any kind of formal heat management program or acclimatization program where you slowly build somebody's heat tolerance up so that they can physiologically adapt to that environment. You do that in places like the steel industry where you have people working inside these open hot furnaces where the temperatures are just extraordinary, and what have you. So -- but you don't do it with these kinds of jobs.

And then -- and I think another corroborating factor with that is that Dr. Dantzler, Mr. Moorer's personal physician, I mean, he never recommended or required any kind of special program. And we'll see that -- I did run the medical department for Burlington Northern for a number of years and dealt with physicians of course all the time. And there may be many people out there with a unique set of

circumstances that very well may need a formal acclimatization program. We call that work hardening an awful lot, light duty, restrictive duty, progressing to normal duty, and that sort of thing. And you rely on their personal physicians to understand what conditions they have and then how they need to be worked back into their jobs. And not even Dr. Dantzler expected anything different to occur.

Q Last slide, sir.

A Okay. Again, as I mentioned before, these are self-paced jobs. You work at your own speed. You can incorporate -- you work breaks yourself. You are just standing and, you know, taking a breather. Basically that is what I mean by that.

And then this last thing in yellow where I have about 30, 50 percent maximum aerobic capacity, I mentioned earlier, and that is published, that is in scientific literature that that is self-paced work. You are not going to be generally working at 100 percent. You are not giving the maximum output.

Okay, next major bullet, if Mr. Moorer's conductor job did indeed present unreasonable risk of causing rhabdomyolysis, it just follows then, it

is logical that you would see this sort of thing in co-workers or we would see it in the industry or there would be trends or patterns or history of these things occurring. And, again, having managed a medical department and been responsible for a lot of this stuff, you know, you try to stay alert to trends, things like that that are happening that might be indicative of some environmental issues that you might have. And that is just not the case.

And then evidence simply does not exist in the railroad industry indicating that conductor jobs preformed in South Carolina or any other warm climactic areas for that matter, present an unacceptable risk of acquiring rhabdomyolysis.

And then lastly, considering the above and the compelling evidence of Dr. Dantzler neither restricted Mr. Moorer's work activities nor required an acclimatization schedule. There was no practical reason for Norfolk Southern to have expected Mr. Moorer to have acquired rhabdomyolysis on May 31st just due to common work a conductor performs.

Q And all of these opinions that you have just given, do you hold those to a reasonable degree of

professional certainty?

A Yes, I do.

Q Thank you. Please answer anything Mr. Moss has.

THE COURT: Yes, sir.

CROSS-EXAMINATION

BY MR. MOSS:

Q You made about $500 since Mr. Tecklenburg stood up, is that right?

A I'd say you are probably about accurate.

Q Hopefully I'm going to go quicker than that, so you will only charge me $100 or so, how about that?

A It sounds good to me.

Q I think we both agree. By my calculation you gave us numbers that added up to about 175 hours of work on this case to date. And I did -- I took the midpoint of 40 to 50, took the midpoint 20 to 30, I took your 60, and I took the midpoint of 40 to 50, and came up with 175. Does that sound about right?

A Yes, I would say that is pretty close to accurate.

Q Was that before you came and sat through the last two days of trial in this trial, or is that including today and yesterday and the day before when you were sitting back there watching testimony?

A No, that would not include that.

Q When you are sitting watching testimony, are you at the $225 rate or are you at the big -- what is the big rate -- oh, $450, yes. Which one are you at when you are sitting there watching testimony?
A $225.
Q But like when you cross the threshold, you go to $450?
A Yes, when I take the witness stand.
Q When you get behind the rope? Yes. Wow. That is the big box you are in now. And if I do the math -- if I just calculated at $225 and just forget that you ever billed Mr. Tecklenburg -- or I shouldn't say Mr. Tecklenburg -- I mean, the railroad $450, before you even made this trip you are like $39,375 in on this case. Does that sound right?
A Yes, I would say that sounds about right.
Q All right. And then since then -- I want to be sure we get it all in there -- what else in addition to $39,375 like your travel here and your sitting through the trial and your coming up here and doing this today, right?
A That's correct.
Q We agree you are north of 40, right?
A Just -- I would say just north of 40.

Q Mr. Moorer makes $25,000 a year as a -- I'm sorry, he got a promotion -- he makes $29,450 a year as a St. George police officer. And you made over $40,000 just on this case?
A Over that three year period, yes.
Q Wow. So you got to hear Mr. Stinson tell the jury that he didn't know anything about how to properly manage the accounts of somebody who is coming back to work from a heat injury. You got to hear him say that, didn't you?
A I believe I did hear that in so many words.
Q Well, it was exactly that question. And Mr. Deshazor also said no to this question: You don't know anything about how to properly manage and counsel somebody who is coming back from a heat injury. He said that too, didn't he?
A I wasn't here for Mr. Deshazor.
Q I'm sorry, I didn't realize that.
A I was only here yesterday, not the last two days that you mentioned.
Q I apologize. I didn't know you weren't here. Were you here for Dr. Prible?
A No, I wasn't.
Q Would you agree that when somebody is having a heat-related event that time is of the essence in

the sense that the appropriate steps would need to be taken to either get the person cooled down or get them out of the hot environment or get them medical treatment? Would you agree with that?

A Well, certainly if it is established that we had a heat event. If it looks like a heat event, absolutely. Especially -- and, again, I think we have to qualify heat event as you mentioned -- as I showed you on the slide, there is a continuum of heat events, everything from heat syncope to heat cramps, heat exhaustion, so on and so forth. There are different levels of measures you would take based on all of those.

So I guess to answer Mr. Moss's question, when it comes to heat exhaustion or heat stroke, then, yes, then you take some of these more comprehensive steps, I'll say.

Q You done?

A Yes, sir.

Q Okay. What about somebody who complains that they are getting worse four times in a nine minute window after they have already had a prior heat event? Would that be the kind of thing that would trigger you as an industrial hygienist to pay attention and take steps to intervene maybe?

A Well, I think myself, as an industrial hygienist, if I had been there, I would have been asking a lot of different kinds of questions. I would be looking for a lot of the symptoms that I had put up on the screen.

And from my understanding from the testimony I heard yesterday from Mr. Stinson, it wasn't expressed to him, nor did he have an idea that this had anything to do with heat, that Mr. Moorer was ill, had some something that he was ill from.

So I don't know if it would have been apparent to the crew that this was a heat-related event.

Q I see. Mr. Stinson also didn't know that Mr. Connelly was talking to Mr. Deshazor, did he?

A I believe I heard that yesterday.

Q And Mr. Stinson said he needed to know that Mr. Connelly was talking to Mr. Deshazor and Mr. Connelly was repeatedly telling him that Mr. Moorer was doing worse, right?

A I believe I heard that, yes.

Q I think I did too. Do you agree with Dr. Prible that when in doubt if somebody is having a heat event that they should -- you should get them to a facility?

A Certainly. Again, as long as we characterize a

heat event more than heat exhaustion, heat stroke. If you are having heat cramps, then you don't need to go to a facility for something like heat cramps.

Q If emergency services are available, bring the medical facility to them if that is possible, right?

A Certainly. Again, if it warrants it.

Q You don't fool around with that, do you?

A Well, not when you get to a heat exhaustion or heat stroke situation. You don't fool around with it. You are absolutely right.

Q I better go fast, the o'clock is running. Hold on one second.

(Pause.)

Q You did not calculate how much exertion it requires to walk on the P28, did you?

A No, I did not.

Q Do you agree with me that a prior heat injury predisposes an individual to additional injury?

A I'd say that is a fair statement.

Q And you would see that in most of the literature, wouldn't you?

A Yes.

Q As an industrial hygienist, what does it mean to a layman to say that a prior heat injury predisposes

an individual to additional injury?
A Well, they possibly become a bit more susceptible to further injury due to heat.
Q And you have a somewhat lower or altered tolerance to be able to dissipate the heat in the body, right?
A Yes.
Q Because, according to you, an increased susceptibility means that somebody's tolerance is less than what it used to be, or at least less than a given population of people and would otherwise not experience any adverse effect from exposure, correct?
A Yes, I would agree with that.
Q Has the notion that a prior heat injury will predispose an individual to additional injury, is this something that is new in the field?
A Not at all.
Q It has been generally accepted for some time, has it not?
A It has.
Q What about acclimatization? Do you know what that is?
A I do.
Q What is it?

A It is the body's physiological adaptation to its surroundings or environment. In this case, heat. It is -- there is a program that you can progressively increase your heat tolerance by progressively increasing your exposure to heat environments.
Q Is that an accepted concept in the field of industrial hygiene for years and years?
A Absolutely.
Q By the way, does Norfolk Southern have their own in-house industrial hygienist?
A They do.
Q Did you work with them in this case? The Norfolk Southern's own industrial hygienist?
A No, I haven't.
Q But you are an industrial hygienist?
A Yes.
Q Why didn't you work with their own industrial hygiene department in this case?
A Well, because I'm working this case. I didn't need their industrial hygienist. I was hired to actually do this job.
Q I got you.
A I believe their industrial hygienist actually has a job going out and doing environmental assessments

and those kinds of things. So I don't think -- litigation typically would not be on the in-house guy's radar screens or part of their typical job makeup. Oftentimes in these kind of cases you hire an outside person to come in and evaluate the area and evaluate what has gone on in the past.

Q And that works for you because it turns into 40 large, right?

A Forty large or 40 however you want to call it, I guess.

Q Let's talk about your career before you started Shea Solutions. You worked for a major class railroad?

A I did.

Q Thirteen years you said?

A Yes, sir.

Q And then you spent about -- more or less time in Shea Solutions than you did with Burlington Northern?

A Less time, so far.

Q Okay. So you earned 13 consecutive years of professional W-2 wages from a major Class I railroad before you started Shea Solutions?

A I did.

Q And now you earn 1099 wages working as an expert

witness primarily for railroads, right?
A Well, that is a percentage of the job. Actually I do other things other than just expert witness work.
Q You do a lot of expert witness work for railroads, do you not?
A I do. It depends on the year that you look at. There are some years where I do more than others. I would say right now I do more non-railroad work than I do railroad work.
Q You have done -- all your railroad work in your entire career at Shea Solutions has been on behalf of railroads, correct?
A I'm sorry, repeat your question.
Q All of your railroad, FELA work, like this, has been on behalf of railroads since you started Shea Solutions?
A Well, yes, that is obvious because FELA applies only to the railroad industry, so all FELA work that I would do obviously would be for railroads because nobody else is subject to FELA.
Q But, I mean, you could work for guys like me who work on the other side of railroad cases, couldn't you?
A Well, I do. Not in FELA cases, but I have worked

Plaintiff cases outside the railroad industry, yes.

Q You have never ever worked one FELA case for anybody else besides the railroad, right?

A That's true.

Q Do you think that Will Deshazor should have told David Stinson that he was hearing from Tommy Connelly that Trumaine was doing worse between 2:58 and 3:07?

A I would have said -- I would say that is reasonable, yes.

Q Because Stinson needed to know what was going on?

A Stinson probably needed to know what was going on. The most important thing I think is the crew in how they managed the situation. I mean, you don't need a supervisor giving these guys the okay every step of the way when these guys are right there with him, like Mr. Connelly was with him. If he felt there was something that needed to be done, then he can see to it that it gets done. These guys are responsible. They have responsible jobs. They are responsible for these trains that are, you know, worth millions and millions and millions of dollars. These are sharp people. I don't think you need a supervisor in there giving them a green light every time a question or issue comes up.

Q Thanks.

MR. MOSS: Can you put up Slide 10, please?

Q While he is doing that --

MR. MOSS: Take your time, sir. Oh, you've got it.

Q There are some susceptibility factors.

A Yes.

Q Something that makes you susceptible to a heat injury, is that what we are talking about?

A Yes.

Q I notice that acclimatization is listed.

A Yes.

Q Is it your opinion to a reasonable degree of industrial hygiene certainty that acclimatization is an important factor, susceptibility factor, in a heat strain or heat injury situation?

A Only within the parameters that I established earlier. For example, this can be a warm environment for a lot of us. We certainly don't need acclimatization process to go through in order to sit in a warm courtroom. Okay.

Warm outdoor jobs is another situation. We just don't have excessive temperatures. In fact, my measurements demonstrated that the WBGT measurements I take demonstrate the fact that those

WBGT composite indexes are so low that they are under the radar screen for acclimatization programs. I mean, that is just part of the profession. And working outdoors, you know, with these kind of jobs, acclimatization programs just aren't in the picture. They are not in the picture with construction jobs. All those jobs I had up there, they don't have programs like acclimatizations, but you do in the extreme situations when you are working in the foundries and when you are working those steel industries. So it is important not to get this mixed up, in other words.

Q You are running up my total. If I ask you simple questions and you give me answers like that, it is going to expensive.

A Well, I just want to make sure the record is clear.

Q Acclimatization is an important consideration for people who are determining whether or not somebody is susceptible to a heat injury. That's all I'm really asking, Mr. Shea.

A It is important in certain circumstances, yes, of course.

Q Okay. Thank you. We'll let them figure that out.

Existing medical conditions -- please,

short -- that is an important consideration, susceptibility factor in figuring out whether somebody is predisposed to a heat stroke, or heat injury, right?

A Absolutely.

Q Because I heard you testify on and on and on about the work environment, but I didn't really hear you mention that Trumaine was hospitalized and was recovering from a prior heat injury when he went back to work, right?

A Yes, but he had full release.

MR. MOSS: Objection and move to strike, please.

Q This is going to be difficult if you won't answer my questions and you won't --

THE COURT: Please answer the question, sir.

A Will you ask the question?

THE COURT: Rephrase the question.

MR. MOSS: Thank you.

BY MR. MOSS:

Q We have to look at Trumaine's situation in the context of Trumaine and his existing medical condition in looking at the job, don't we? Don't we?

A Yes.

Q Thank you. We can't just look at the job, right?
A I totally agree.
Q Great. At Burlington Northern you all had this light duty and restrictive duty and work hardening program for your employees coming back to work?
A Yes. I'd say that is a very common element in any disability management program.
Q Did Norfolk Southern offer Trumaine light duty in this case?
A I didn't see where that was ever offered.
Q That is a great idea, isn't it, to help somebody step back into the workplace, a little bit of light duty so that they can grow back into their job and their fitness level, right?
A Well, again --
Q Yes?
A -- his doctor did not prescribe it. That is what triggers the light duty program in the first place.
Q Okay. I don't need to keep objecting and moving to strike. I will ask you a real simple question. Norfolk Southern didn't do it, but it is a good idea for somebody, if they need it, we will let them decide, to give them light duty to get them back into the workplace to regain their strength and their tolerance?

MR. TECKLENBURG: Your Honor, objection. May we approach?

(WHEREUPON, a bench conference was held in the presence of the jury but out of the hearing of the jury.)

THE COURT: All right, objection overruled.

BY MR. MOSS:

Q In certain circumstances, light duty coming back to work is a good idea?

A Yes.

Q In certain circumstances, helping rebuild somebody's tolerance up before they can go back to full duty is a good idea?

A I agree.

Q And if you have a medical condition, there are some circumstances of the job that can be and should be a strategy that should be employed, right?

A I agree.

Q And in this case we know for certain that was not done by Norfolk Southern, right?

A Not that I saw on the records.

Q Ultimately, with respect to who is responsible for releasing someone to return to work, physicians make recommendations, but the railroad makes the final determination, right?

A I'd say generally that is fair. They will look at it and sanity check the recommendation.

Q Sanity check?

A Sanity check. It is a peer review. That is what it is called.

Q Okay. We'll have some testimony about that later. But ultimately, I guess the buck stops with the railroad, not with the Dr. Dantzlers or the Dr. Moseleys, it stops with the railroad whether somebody is qualified to return to work, right?

A I would say that is generally fair.

Q And the railroad in this case wanted to follow up with Dr. Lina, which is exactly what they did, right?

A Yes.

Q Dr. Lina -- can we agree Dr. Lina did not follow up until after Mr. Moorer's second incident, right?

A Yes, that is my understanding.

Q Will you agree that Dr. Lina was not involved in the decision to release Mr. Moorer to return to work before May 30th, was she?

A Not Dr. Lina.

Q Dr. Lina was qualified as a medical doctor with a masters in public health and had an extensive background in heat injuries, and she was not

involved in the decision to release Mr. Moorer to go back to work on May 30th, right?

A I believe it was one of her nurses that actually provided that role for Dr. Lina in probably most of the cases.

Q Were those videos we got to look at, were those your videos?

A No, they weren't.

Q You took videos?

A I did.

Q Did you take pictures?

A No, just videos.

Q Did you say it took you 45 minutes to go from Orangeburg to Andrews Yard?

A Yes, on the train.

Q How fast were y'all going?

A I don't remember exactly. I'd have to look at my notes. Maybe about 45 miles an hour, 35 miles an hour, something like that. I think there is varying speeds depending upon where you are. There is actually a chunk of track coming out of Andrews Yard towards Orangeburg that I think the speed limit is about 10 miles an hour for some time, and then you eventually get the clear and go 45 miles an hour. So generally it is 45, but there is

varying speeds along the way.
Q Do you have any reason to tell us why it would have taken Mr. Moore and them between 2:28 and 3:49, which is like an hour and 29 -- 20 minutes, and it took you 45?
A I'm not sure what you are talking about.
Q Well, you said it took you 45 minutes to go from Orangeburg to Andrews, or Andrews to Orangeburg, I thought you said?
A About that, yes.
Q And the testimony in this case is that it took them between 2:28 and 3:49. I'm just trying to figure out why you got there twice as fast as they did.
A I can't speak to that. I have no idea.
Q Was that -- when you were doing those tests with that wind, you know, blowing on that thing on the hood and making it cool down, were y'all going fast or faster than you were supposed to go, or what?
A No, we were going track speed.
Q Well, why did y'all get there so fast?
A I think that is a question for one of the operating guys.
Q But, wait. You got all these numbers and wind speeds and thermal this and that. It is based on your wet bulb and your dry bulb test. We got to

know how fast the train was going in order to assess that, don't we? Because the wind speed you said was real important?

A Correct.

Q It is blowing in the cab and cooling it off, right?

A I wouldn't say it is blowing in the cab and cooling it off. What I said was it was actually cooling off the sensor that was outside on the nose of the locomotive.

Q How in the world could y'all have got there in 45 minutes?

A That is what we did. I can't tell you.

Q Dr. Moseley's deposition --

A Yes.

Q That is a 76-page deposition with 25 lines on a page.

A Yes.

Q Just so the jury knows, a deposition looks about like this. You read Dr. Moseley's deposition?

A I did.

Q How long did it take you?

A It probably took me about an hour or so to read the deposition, and then the medical records that accompany his deposition, as well as all the other medical records, probably three hours.

Q Well, when you read a deposition and there is exhibits to it, you put it on your bill, right?
A Sometimes, if I remember to.
Q You didn't put that you reviewed any exhibits of Dr. Moseley's deposition in your bill, did you?
A I don't think I wrote that there. What I did on that particular line item that you are looking at --
Q Yes.
A You'll see that there is a line item just above it in the day prior that talks about medical review of records, that was transposed. That line should have been down there just after reading Dr. Moseley's deposition. And the medical records that I'm talking about are these.
Q What, were you sloppy with your billing or were you sloppy with your records, or what was it that caused this problem?
A I'm sorry?
Q What was it that caused this problem where these things got transposed? Was it you or somebody else that transposed the numbers?
A That was my typing.
Q Okay. But if we are looking at Plaintiff's Exhibit Number 2 --

MR. MOSS: Which I will move into evidence, Your Honor.

THE COURT: Any objection?

MR. TECKLENBURG: No objection, Your Honor.

THE COURT: All right, it will be entered into evidence.

(WHEREUPON, Plaintiff's Exhibit No. 2 was marked for identification and received into evidence.)

Q Where my pen points it looks like -- it doesn't say anything about reviewing any records for Dr. Moseley, does it? I just looked at the exhibit.

A Like I said, you look at the line before where it says, review TDM's medical records and Dr. Moseley's report, that line was to be on the line that says, re-review Moseley's deposition. So that is what was done that day on the 16th. The reviewing of the medical records was not done on the 15th.

Q You and I have had this conversation before about this entry, haven't we?

A We have.

Q You billed four hours to read a 78-page, 25-line deposition? You made $900 to do that?

A No, that is incorrect. And I just explained it to

you.

MR. MOSS: May we publish? May I publish this, Your Honor?

THE COURT: Yes, sir.

MR. MOSS: Thank you. I'm almost done.

(Exhibit published to jury.)

Q You did not make a video to try to depict a day in the life of a person on the P28, did you?

A No, I didn't.

Q And before you rendered your opinion in this case back in the day, you had never even interviewed a P28 crew, right?

A That is correct.

Q You do have a little bit of knowledge about how the Vocational Rehabilitation Department works?

A I do.

Q You actually oversaw the Voc Department at BNSF?

A I did.

Q And y'all would sometimes offer testing to people who were looking for alternate jobs?

A We did.

Q And it was a good idea if somebody passes a test to go ahead and get them medically cleared so that they can begin trying to find positions, is that right?

A Yes, I would say that is agreeable.
Q If in this case Mr. Moorer tested in May and was qualified for five jobs like these jobs, he was not medically qualified for those jobs until June of 2010, that would not be acceptable practice here, sir?
A I don't know the circumstances behind it, so --
Q Please assume my hypothetical is correct. If he tested in May of '09, he qualified for five light duty jobs and was not medically qualified until June of '10, that is not acceptable practice, is it?
A I would prefer to see it obviously much faster than that, but, again, there could have been extenuating circumstances that would have prohibited that.
Q Do you know of any in this case, sir?
A I haven't reviewed that aspect in this case. I was never asked to look at the Voc program.
Q You can just say no, it is easier. You don't know of any extenuating circumstances in this case that would explain a 13-month delay, do you?
A I don't because I just haven't read them. I haven't looked at it.
Q Did you hear Mr. Wright testify yesterday?
A I'm sorry? Oh, Mr. Wright, yes.

Q Mr. Wright?
A Yes, I did.
Q Did you hear that Mr. Moorer's file got -- it didn't get -- I forgot what the word was, there was a big gap, about nine months, 2010 and 2011. Did you hear that testimony?
A I did.
Q That shouldn't happen either, should it, where somebody just goes off the radar screen and falls between the cracks for eight or nine months when they are trying to get back to work, should it?
A I would agree.
Q Thanks.

MR. MOSS: I'm done.

THE COURT: Yes, sir.

REDIRECT EXAMINATION

BY MR. TECKLENBURG:

Q Mr. Shea, in your experience at FELA, Plaintiff's lawyers all practice with their own firms, they do exclusive work like that? In other words, the FELA Plaintiff's lawyers, they specialize in that area of work?
A Yes.
Q Are they beating down your door to hire you?
A No, not at all.

Q Why not?
A I really don't know. I never asked one.
Q Okay. And it sounds like you have worked for injured workers or people in the past, is that correct?
MR. MOSS: Don't lead, Paul.
Q Have you worked for injured workers in the past?
A I have.
Q Okay. But in what setting would that be, railroad or non-railroad?
A Non-railroad.
Q And why would an attorney like myself hire someone like you with your experience that you have? What do you bring to the table as far as railroad work?
A Well, I'm probably one of very few, if maybe the only one, that has got the certifications that I have and have had pretty heavy responsibility in all areas of safety and health in the industry, which would be general safety, which is industrial hygiene and the occupational medicine parameters. So I guess I'm unique in a way that I see how all these things are integrated, and so I probably have some of the best insight in the safety of railroads as anybody.
Q With respect to your bills that we have heard a lot

about, I believe in direct you mentioned that your deposition was rescheduled, trials were rescheduled, is that correct?

A That is correct.

Q If all of that rescheduling had not occurred, would your bill be different?

A I would say quite a bit.

Q How much less do you think it would have been?

A I'm really not sure. I'd say maybe 20 percent, something like that.

Q Okay. And with respect to the equipment that you showed earlier, do you have to rent that equipment?

A Definitely.

Q Does it have to be calibrated?

A Absolutely.

Q Is it expensive?

A Very.

Q And I believe you said that you traveled to South Carolina a number of times for this case?

A I have.

Q Okay. Do you fly?

A I do.

Q You stay in hotels?

A Yes.

Q And is all that part of your bill and work as well?

A Yes.
Q Okay. Now, finally, with respect to light duty, do you know whether Norfolk Southern can put a conductor who is a contract employee, a union employee, on light duty, whether the union --
A I don't know their specific agreements, and that is one of the things under the Railway Labor Act. We have contracts, the industry has contracts, and they expire, okay? So there is a lot of provisions that have been around since the turn of the century. Until you serve a Section 6 notice to get it changed anyway, with all that, and then there is a lot of local agreements that are just in seniority districts, it is a very complicated area and, you know, and, again, without knowing what is going on in this particular territory or in the agreement, I really don't know. There could be something there.
Q All right. If someone bids on a job, do you know whether there is a mechanism for someone to bid on a job and show up just part-time?
A Well, there is certainly a mechanism to bid on a job, but if you show up part-time, it just depends on what that job demands. If it is a part-time job, then sure.

Q And do you know whether Norfolk Southern even has part-time conductors?

A I don't think I have ever heard of such a thing.

Q I was wondering. Thank you.

RECROSS-EXAMINATION

BY MR. MOSS:

Q So out of 175 hours of work on this, you never asked if there was light duty at Norfolk Southern for conductors?

A No, I didn't.

Q Wow. And I just did the math based on your time. Mr. Tecklenburg was talking about meals and travel and airplane tickets and renting equipment. That is in addition to your bill for your time, right?

A Yes, that would be over and above. Those would be expenses over and above the trip, yes.

Q Good.

THE COURT: All right. You may step down.

(Witness steps down.)

THE COURT: Any objection to this witness being excused?

MR. MOSS: No, Your Honor.

MR. TECKLENBURG: No, Your Honor.

(Witness excused.)

THE COURT: Does anyone need to use the

restroom? If not, I'll keep going. All right. Anyone need to use the restroom?

All right, call your next witness.

MR. TECKLENBURG: Your Honor, we will call Dr. Lina. She will appear via video, less than 20 minutes.

(WHEREUPON, video of Dr. Lina was played in open court.)

MR. TECKLENBURG: Your Honor, may we approach?

(WHEREUPON, a bench conference was held in the presence of the jury but out of the hearing of the jury.)

THE COURT: All right, at this time, ladies and gentlemen of the jury, I'm going to let you take about a five minute bathroom break. They tell me that they have two more witnesses that should be relatively short. So we'll take about five minutes and let you all go to the bathroom.

(WHEREUPON, the jury retires to the jury room at 11:34 a.m.)

THE COURT: Take about five minutes.

(WHEREUPON, a break was taken.)

THE COURT: We are ready for them. Bring them in.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
TRUMAINE V. MOORER, Plaintiff, vs. NORFOLK SOUTHERN RAILWAY COMPANY, Defendant.	)	**STIPULATION OF VIDEO DEPOSITION DESIGNATIONS OF PAULA LINA TAKEN 8/20/09, PLAYED AT TRIAL (898:04-08)**

The undersigned parties stipulate the following excerpts of the deposition of Paula Lina taken August 20, 2009, were played at trial:

06:01 - 06:03
06:07 - 06:14
08:01 - 08:21
10:20 - 12:04
12:23 - 12:25
19:12 - 19:18
21:10 - 22:18
23:19 - 26:14
27:08 - 27:12
31:14 - 31:25
32:10 - 35:20
36:02 - 36:10
37:07 - 37:22

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STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

TRUMAIN V. MOORER, Plaintiff,	)	
V.	)	NO. 2008-CP-38-24
NORFOLK SOUTHERN RAILWAY COMPANY, Defendant.	)	

VIDEOTAPED 30(b)(6) DEPOSITION UPON ORAL EXAMINATION

OF NORFOLK SOUTHERN RAILWAY COMPANY

THROUGH DR. PAULA J. LINA

ON BEHALF OF THE PLAINTIFF

Norfolk, Virginia

Thursday, August 20, 2009

NORFOLK SOUTHERN RAILWAY COMPANY THROUGH DR. PAULA J. LINA was sworn and deposed on behalf of the Plaintiff as follows:

EXAMINATION

BY MR. MOSS:

Q. Good morning.

A. Good morning.

Q. Dr. Lina, you and I have met once before.

A. Um-hum.

Q. And we're here to clean up just a few topics that were -- that we need to address to follow up on your previous deposition. You understand that.

A. Yes.

Q. Okay. Since we last met almost -- about ten months ago, have you done any additional work on the Trumain Moorer case?

A. No, only as it relates to preparing for this deposition --

Q. Okay.

A. -- today.

Q. Would you tell me how you prepared, please?

A. I reviewed the medical file that we have in the Medical Department on Mr. Moorer, I reviewed my previous deposition so I could remember what I said, and

Q. Okay. Did you find that November 2007 report from Dr. Moseley instructive or enlightening?

A. Well, I read it carefully, and I also read the questions he was asked in the deposition to make sure I had as complete as possible understanding of what his recommenda- -- assessment was and recommendations were.

Q. Okay, great.

Do you feel like you'd have enough information to give us the medical opinion of Norfolk Southern on whether Mr. Moorer currently meets the medical standards established by the Railroad to work as a transportation employee?

A. Well, based on the available medical records that I have, and, and that includes now the November 2007 report from Dr. Moseley, none of the information, in my opinion, changes Dr. Prible's and my recommendation that -- from August of 2007 that Mr. Moorer was not medically qualified to work as a conductor due to his recurrent, severe heat-related illnesses.

Q. Did you feel like Dr. Moseley's report as well as his deposition supported your prior opinion that you still now hold on to that Mr. Moorer does not meet the medical standards to work as a conductor?

level, which is basically lifting up occasionally to 20 pounds. The moderate or medium physical demand level would be lifting up to, occasionally up to 50 pounds. Heavy would be lifting over 50 pounds.

I'm not sure that the -- Dr. Moseley holds the same definitions, because he did try -- he briefly described heavy, and it didn't fit -- fall into that type of classification.

Q. I understand.

But if we take the labels aside --

A. Um-hum.

Q. -- whether it's light or moderate or heavy, do you still believe that Mr. Moorer does not qualify to work as a transportation employee at Norfolk Southern?

A. You mean disregard Dr. Moseley's recommended restriction?

Q. No. I'm saying it seems like the labels are getting in the way of -- the labels could be getting in the way of us actually communicating with each other.

And what I'd just like to know is --

A. Um-hum.

Q. -- what is it that makes you continue to hold on to your opinion that Mr. Moorer cannot -- does not qualify to work as a transportation employee?

A. Well, two things. And one really does

involve a recommendation from Dr. Moseley on functional limits that appears on the surface it might not meet the physical requirements of conductor.

The other thing that I noted in his evaluation report was that I, I didn't feel, reading that, that the issue of a possible underlying susceptibility was fully addressed based on a full and complete understanding of the environmental conditions and level of physical exertion at the time he had the work incidents.

Q. What do you mean by that?

A. That I felt that he had not adequately addressed the concern that Dr. Prible and I have for the possibility of an underlying susceptibility to heat illness, recurrent heat illness.

Q. Because it looked like Dr. Moseley thought that the possibility of some underlying genetic predisposition would be either remote or very unlikely; is that right?

A. I don't remember the exact words he used, but I think he said "rare" and did suggest, however, if he had a recurrent episode, that he may consider being further evaluated for one of the genetic muscle enzyme disorders.

Q. After your read of Dr. Moseley's deposition,

do you still believe that it is a possibility that Mr. Moorer has some underlying susceptibility or some genetic predisposition?

A. I do.

Q. When I took your deposition earlier, you were unable to tell me exactly what that predisposition or underlying genetic condition, if any, was; is that right?

A. That's correct.

Q. Is that still the case today, that you're not able to tell me or the jury what it is, if anything, that Trumain Moorer has by way of underlying susceptibility or genetic predisposition that would explain his heat-related incidents at work?

A. No, I don't know what his underlying condition is, if any.

I think that, as I discussed in my earlier deposition, that there were factors about the second work incident that led me to believe that from a clinical standpoint, these two recurrent episodes of heat-related illness just didn't stack up. They didn't make sense to me clinically --

Q. I understand.

A. -- based on what I knew about the environmental conditions and the level of exertion. []

Do you agree that his approach, and that is, to look at the whole picture, not just to take the environmental temperature, but to take the engine temperature and the amount of exertion and the clothes and the humidity and the hydration and the food, to take the whole picture when you're trying to determine whether there's a cause-and-effect relationship between the environmental factors and the heat incident?

A. I think it's important to take a number of those factors into consideration with respect to information that's available and, and make a decision.

Q. Are there any of those factors that you think are not important or do you agree with Dr. Moseley that you should look at the complete picture?

A. Well, you mention engine temperature, and that's not something that I feel is, from a clinical standpoint, significant in terms of my evaluating the overall picture.

Q. Is that because you're not trying to make a cause-and-effect determination?

A. I'm trying to make a fitness-for-service decision --

Q. Exactly.

A. -- which is different from cause and effect.

Q. Right. But if you -- are you -- have you

at the relevant factors, including the level of exertion, the temperatures, humidity, you know, is the individual hydrating himself, for example.

Q. What clothing they are wearing?

A. Correct.

Q. Air circulation?

A. If there's -- if it's a -- yeah, if there's any wind or not. But that's -- that is a smaller consideration than the first ones I've listed.

Q. Okay. And engine heat would be important to look at in that analysis.

A. Not, not in my opinion, it's not something that has ever been an issue in -- that I'm aware in other cases that I've been involved in. I've only been involved in a handle -- a small handful of them, but that's, that's not been something that has played a significant role.

Q. But you do agree that engine heat could, in this case, play a role because --

A. No, I'm not sure I agree with that.

Q. Okay. I'd just like to know why not.

A. I've been around engines, I've been on engines, and I don't -- that didn't strike me as an occupational, adverse occupational situation, being around a hot engine. I mean, there may -- if you touch

it at some point, it probably will get hot if it's been sitting out and running for a while.

But the duration of time that anyone would be around sitting that close to a hot engine is -- would be, in my opinion, extremely limited.

Q. Okay. What about being in the engine?

A. And, again, I, I don't think that -- well, first of all, they are in the engine for short periods of time in this particular run, the windows are open and they do have circulation, so -- and it offers shade from the sun, and I think that does help reduce heat exposure.

Q. Okay. But that's your general understanding of what happens on the run as opposed to any specific description from a witness like Mr. Moorer about how long he was on the engine and how hot it actually was, right?

A. Correct.

Q. And are you aware of any -- that Norfolk Southern has actually done any testing with respect to the temperatures within these engines to see whether there is an adverse environmental effect on folks who are exposed to the temperatures within the engines?

A. No, I'm not aware of that. I'm not.

Q. Okay.

MR. MOSS: Thank you. That's all the questions I have.

THE DEPONENT: Thank you.

EXAMINATION

BY MR. TECKLENBURG:

Q. I, I just have a couple questions to follow up.

There was an exchange -- and for the record, I'm Paul Tecklenburg for Norfolk Southern.

There was an exchange of questions where Mr. Moss was using the word "transportation employee" and I think you were using the word "conductor," and I just want to try to clarify that a little bit.

The position that, that Mr. Moorer held at the time was conductor; is that right?

A. Yes.

Q. All right. And what do you believe is the work category that you use for conductor? Is it light, medium or heavy?

A. Well, in terms of a physical demand level in the definitions that I referenced, because on occasion, certainly not daily, a conductor may have to lift and replace a knuckle, which is part of the coupling

component of a train car and that can weigh up to 80 pounds, that lift and carry would place it into the heavy physical demand level.

Q. And based upon your knowledge of the conductor position, is that heavy lift done on a weekly or monthly or, or is it done on a frequent basis?

A. No. I mean, it -- in some cases it's not done at all in yard jobs. The Mechanical Department often handles that task.

Some conductors have never had to replace knuckles in local or road runs.

But there may be an occasion when a knuckle breaks.

They don't -- from my understanding, it's not that often. It's likely a matter of day- -- not a matter of days or weeks but more likely months, for the most part.

Q. Okay. So during the period that the conductor is not doing this occasional knuckle lift, is the work less than heavy or is it considered a different category during that time?

A. Yeah, it's -- I think I would describe it as more in the moderate level of physical exertion in terms of the tasks that they do day in and day out. They, they sit and ride in engines for short periods of time

if -- shorter periods of time if you're on the local run. They'll climb on and off vertical ladders and apply and release hand brakes, couple and uncouple air hoses and a number of other tasks like that which do not typically require extreme or heavy physical exertion.

Q. And you read Dr. Moseley's deposition and report; is that correct?

A. Yes.

Q. Did you see in his recommendations any limitation that Mr. Moorer not work outside?

A. No, he didn't limit. He specifically when asked that question said, "No, he can work outside."

Q. Okay. And you -- I think you also recalled on the record a few minutes ago that you recall him saying there was a mild to moderate area that he could work in; is that right?

A. Yes.

Q. Are there transportation positions other than conductor that don't require the heavy work category?

A. Well, yes, there are. There are yardmaster positions, locomotive engineers, some transportation employee- -- there may be some clerks that assist the transportation employees. Train dispatcher would be another sedentary job.

Q. Okay. Switching topics a little bit.

You made a statement -- and the jury that's watching this videotape doesn't have the benefit of looking at your, your prior deposition via video -- but you made a statement a minute ago that you were concerned regarding the, I believe the recurrent heat episode versus its consistency with the environmental factors and the level of exertion.

Tell me what your, your opinion was regarding that, the consistency with the environmental factors and level of exertion.

A. When I looked at the type of work that he was doing on May 31st and at the time of the second work incident and the environmental factors, I felt that clinically it just didn't add up. And I felt that it, coupled with my review of the literature, that it strongly suggested there may be some kind of underlying susceptibility, because otherwise it just -- I felt it was not well-explained solely by the temperatures that day, the humidity and what he was physically doing.

Q. Okay. And, and just so we've used that term "underlying susceptibility," for the people that are watching this video, what do you mean by that term, "underlying susceptibility"? To what?

A. That there -- I don't know to what, but there may be some condition or, or situation that Mr. Moorer

has that places him at an increased risk of experiencing this disorder called rhabdomyolysis. There's a myriad of causes of rhabdomyolysis. And I'm concerned that because of this unusual presentation, and it was described not only by me just now as unusual but by his doctors, that a thorough evaluation for those underlying factors was appropriate.

Q. Okay. And to date, have you seen any evidence that that type of evaluation has been done by his physicians, a thorough evaluation?

A. Not comprehensive. I would say not a comprehensive evaluation.

Q. Okay. And how long have you been with Norfolk Southern?

A. 15 years, approximately.

Q. And you are in what is known as the Medical Department; is that right?

A. Yes.

Q. All right. And over the 15 years that you've, you've been a physician working for Norfolk Southern, how many heat exposure events or cases, if you will, have you been exposed to?

A. Personally --

Q. Yes.

A. -- handled?

MR. TECKLENBURG: Object to the form.

THE DEPONENT: No, because -- no, I don't believe. I just -- I don't remember the details.

I certainly can find the reference to them if you would like, but I don't have it with me.

BY MR. MOSS:

Q. You read these very small studies and noticed a parallel, but to actually take the next step and say, "I think that because I've seen these small studies and there were some soldiers who had malignant hyperthermia, therefore Trumain Moorer has the same thing," you're not willing to go there, doesn't sound like.

A. No.

Q. And if we look at the actual facts in incident number 1 and incident number 2, there are striking parallels between those two incidents in the environmental conditions, are there not?

A. Not the way I look at it.

Q. Okay.

Well, he was working the same job, right?

A. Right. But I don't call that an environmental condition. That's his level of exertion.

Q. Okay. He was working as a conductor on an engine on a local, right?

A. Yes, both times.

Q. Neither engine had air-conditioning, right?

A. Yes -- well, I'm -- I believe so. I believe that they did not.

Q. I will tell you that others in the record have said --

A. Yes.

Q. Okay. Both engines had dark as opposed to white roofs, right?

A. I don't know.

Q. Both incidents occurred at or about the same geographic location, right?

A. I'm not sure of that, but that may be likely.

Q. He had both time on the ground working and time in the engine sitting on both incidents, right?

A. That wouldn't be unusual.

Q. He sweated profusely in both incidents?

A. I remember more so that being a description in the first instance where he was noted by co-workers to be sweating profusely. He was drenched with sweat when he presented to the hospital.

I don't really recall that description in the second incident. I think that was more of an issue with the first.

Q. We know in the second incident at least for sure he tried diligently to hydrate himself, right?

A. The way it was described is that he drank a lot, in one of the reports, that he drank a lot of water and Gatorade.

Q. Which is exactly what he's encouraged to do, right?

A. He was encouraged by several physicians to do that.

Q. And whether -- I don't want to get us hung up on light, heavy versus medium.

Is it your opinion as we sit here today in August of 2009, that Mr. Moorer does not meet the standards established by Norfolk Southern to function as a conductor?

A. Based on the information that's available to me for review, none of the information would alter my medical disqualification of Mr. Moorer in August of 2007.

Q. And the question about whether he could function in some other capacity as a yardmaster, an engineer, a clerk or a dispatcher, those get into the vocational side of things as opposed to the medical.

A. Well, actually, I'm an important part of that process, because when the employee expresses an interest in wishing to return to work and contacts our Rehab Department, the Rehab Department contacts me to find out

what the recommended work restrictions or functional limitations are and for my opinion on any alternate work that the individual can do.

Q. Okay. What has Mr. Moorer done in that regard?

A. The only rec- -- I can only describe what I saw in the record.

There was a letter that Susan Lafon sent I think it was to you in September of '07. I think it referenced a letter, but I don't -- I haven't memorized that.

I think early on Mr. Moorer, I think I saw in some emails that he had expressed an interest in alternate work, but that was right at the time I was -- he was being medically disqualified.

Since then, I've not had any inquiries from our Voc Rehab Department which would indicate to me that he had expressed an interest in returning to work because that's typically what they do. They will get me involved.

Q. Okay. So if he's interested or has tested, you don't know about that.

A. If he's interested in returning to work and has contacted Susan Lafon, she would routinely communicate with me, usually by email, to find out with

alternate work he can do or if there's been any change in my opinion from the last time I provided her one.

Q. That's the way it's at least supposed to work, right?

A. That's my experience in how it routinely works.

Q. Okay. And so then the Medical and Vocational Departments would --

THE COURT REPORTER: I didn't hear you.

MR. MOSS: Sorry.

BY MR. MOSS:

Q. So the Medical and the Vocational Departments would work together to try to see if there's a match and some alternate employment that he's medically qualified for?

A. I, I work closely to assist, from the medical standpoint, and provide recommendations in terms of any functional limitations or work restrictions to help the manager identify alternate work either within or outside the company.

MR. MOSS: Okay. Thank you. That's all I have.

EXAMINATION

BY MR. TECKLENBURG:

Q. With respect to the vocational retraining or bringing the employee back, is part of the equation that the employee has to be actively expressing an interest in coming back to work?

A. Well, that's certainly an important part of getting the process started, that there -- to move the process forward, there needs to be an interest or desire on the employee's part to pursue alternate work.

Q. Okay. And, finally, with respect to this position, this local position that runs between Columbia, South Carolina and Orangeburg, South Carolina --

A. Um-hum.

Q. -- are you aware of any other incident or heat injury that's been reported to you in the Medical Department other than Mr. Moorer?

A. In that territory?

Q. Yes.

A. No.

Q. All right.

A. Not that I'm aware of.

Q. All right. And would it surprise you that there are engineers -- not engineers, but conductors

that have worked that job for over three years and never had a heat incident?

A. Well, it wouldn't surprise me that the majority of conductors who work for Norfolk Southern have never had an heat injury because the incidents are so small. And so certainly that wouldn't surprise me.

Q. Okay. And with respect to the conductor job, it sounds like as it's being described in the questions to you, that these conductors are, are made to work every second of the day.

And I guess my question is, does Norfolk Southern allow breaks during heat so that if it's hot outside and a person needs to take a break, they are allowed to do that?

A. Yes, Norfolk Southern does. As part of the Safety Department's initiative and efforts, they, they encourage employees to take rest breaks and keep themselves hydrated by drinking fluids before they get thirsty. I mean, they are given a number of measures like that, advice.

MR. TECKLENBURG: Very good. Thank you, Doctor.

MR. MOSS: That's it. Thank you.

THE DEPONENT: Thank you.

THE VIDEOGRAPHER: This concludes the

readily explained by the, the work situation, the work that he was doing, the temperatures and looking at that now in hindsight, coupled with a very similar heat illness a few weeks prior.

So it did raise concern in me that things just weren't adding up and that the possibility of an underlying condition should be really carefully looked at.

Q. And that's what we're talking about with respect to whatever this underlying condition is. There's a possibility as opposed to a probability; is that right?

A. That's correct, yes.

Q. And to be more specific, the possibility of this underlying condition, as to the underlying condition itself, you don't have a medical opinion as to either what it is or really what it even could be.

A. Well, I don't -- I think I mentioned in response to questions in my last deposition that when I did the literature review, I came across some -- I was looking specifically for rhabdomyolysis, recurrent rhabdomyolysis cases, and I came across a small -- some small studies, series of cases in active duty soldiers who struck me as being very similar to Mr. Moorer with respect to the way they were described. They were very

physically fit, they were conditioned, they exercised, and they, and they had been exercising all their lives without a problem until they experienced the rhabdomyolysis.

And in these cases, they -- the investigators tested them for malignant hyperthermia, which is one of the genetic muscle disorders, and the majority of them had that condition.

Again, that's -- these were very small case studies and further study would need to occur.

But I was struck by the parallel between that, between Mr. Moorer's presentation and, and those case studies.

Again, I go back to I don't know what the underlying cause is.

I think, you know, with the information presented to me that describes his environmental conditions and the stress levels, clinically I don't think it satisfies why he had that second, that second heat injury.

Q. How small were these studies?

A. I don't recall now. I haven't gone back and looked at them before this deposition.

Q. They would be described almost as anecdotal as opposed to epidemiological studies, is that fair?

(WHEREUPON, the jury came into open court at 11:47 a.m.)

THE BAILIFF: The jurors are all present, Your Honor.

THE COURT: All right, you can call your next witness.

MR. TECKLENBURG: The Defense would recall David Stinson, please.

THE COURT: Sir, you are still under oath.

THE WITNESS: Yes.

DAVID STINSON, after being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. TECKLENBURG:

Q Mr. Stinson, welcome back.

A Good morning.

Q I know you want to be on the way to Pennsylvania by now, I'm sure.

A It's a little cooler weather than here, but this is pretty nice.

Q Yesterday you talked about the union contract. Do you recall that?

A Yes, sir.

Q And one of the things I asked you was whether single conductor crews were allowed by the union

pursuant to contract. Do you remember those questions?

A Yes, sir.

Q I forgot to ask you a question yesterday, and it is this: Under the union agreements that you testified you are familiar with, is Norfolk Southern allowed to give some conductors part-time work?

A No, sir.

Q Okay. And if a conductor marks up on the union board and says he is ready to work, can he mark up saying, I'm only available two or three days a week?

A No, sir, that is full-time employment. They have to mark up. Either you are -- you can mark up or you cannot. And with no restrictions. So if you mark up you have to take your call in seniority order. If you can hold a job you can bid on it. If you cannot you I guess go to the extra board. But there is no caveats to it as far as only Mondays or only first shift or second shift. It is strictly seniority basis.

Q If you marked up and said, well, I'm only available three, four, five hours a day, is that something you could do under the union contract?

A No, sir.
Q And just describe these union contracts. How long do they take to negotiate and how long are they?
A They are fairly comprehensive. They have been around a lot longer than I have. Over the years there have been 100 railroads, and over the mergers they have consolidated the agreements, but it is pretty much consistent. Once you are marked up you go to work. There is no part-time. Never has been, to my knowledge.
Q Thank you.
A Yes.
Q Answer anything Mr. Moss has.

CROSS-EXAMINATION

BY MR. MOSS:
Q Sorry. So if a witness just earlier today testified that there is light duty -- an expert witness said that there was light duty at Norfolk Southern, he would just be absolutely wrong about that?

MR. TECKLENBURG: Your Honor, that mischaracterizes the testimony.

THE COURT: Is that an objection?

MR. TECKLENBURG: That is an objection. I'm sorry.

THE COURT: All right. Sustained.

Q The point is, there is no light duty work at Norfolk Southern for conductors?

A No, sir.

Q As far as you know, Trumaine Moorer is still an employee of Norfolk Southern, right? Right?

A I'm not sure of his status, to be honest with you.

Q All right. Thank you.

MR. MOSS: That's all I've got.

MR. TECKLENBURG: No further questions, Your Honor.

THE COURT: All right, sir, you can step down.

(Witness steps down.)

THE COURT: Is he free to leave?

MR. TECKLENBURG: He is free to leave, Your Honor.

THE WITNESS: Thank you.

THE COURT: You are free to leave.

THE WITNESS: Thank you.

(Witness is excused.)

MR. TECKLENBURG: Your Honor, we have a short about one page we need to read from Dr. Casa.

(WHEREUPON, partial deposition of Dr. Casa was read into the record.)

MR. TECKLENBURG: That concludes the

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
	)	
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	**STIPULATION OF DEPOSITION DESIGNATIONS OF DOUGLAS CASA, TAKEN 2/5/10, READ AT TRIAL (902:21 - 903:01)**
	)	
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
	)	
Defendant.	)	
	)	

The undersigned parties stipulate the following excerpts of the deposition of Douglas Casa, taken February 5, 2010, were read at trial:

05:03 - 05:09
18:23 - 20:22
33:02 - 34:04
77:04 - 77:17

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DOCKET NUMBER: 2008-CP-38-24

)	STATE OF
)	SOUTH CAROLINA
TRUMAINE V. MOORER)	
Plaintiff(s),)	
VS)	COURT OF COMMON PLEAS
)	COUNTY OF ORANGEBURG
DOUGLAS CASA)	
Defendant(s).)	
)	

DEPOSITION OF: DOUGLAS CASA

DATE: February 5, 2010
TIME: 9:30 a.m.
HELD AT: Brandon Smith Reporting & Video
44 Capitol Avenue
Hartford, CT

- - -

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You understand that as well?

A Yes.

Q Very good. Could you give your full name for the record?

A Douglas James Casa.

Q By whom are you employed?

A University of Connecticut.

Q And how long have you been there?

A Ten and a half years.

Q Okay. Tell me a little bit about yourself over in the forensic field. Have you ever testified as an expert witness before?

A Yes, many times.

Q All right. Tell me what types of cases you have been involved in.

A A lot of cases I filed official reports, and in some cases I did depositions, and in some cases I went to trial. So they are all related to heat illnesses or heat stroke or exertional sickling, which some people would categorize as a heat illness.

Q Where have you testified in trial?

A In Louisville, Kentucky in September of 2009, in the case of the Commonwealth of Kentucky versus David Jason Stinson. That was a criminal

that as a welder there is temperature that is created by their activity?

A Absolutely.

Q Okay. So, if he was out in the heat, I think you said in the mid 90s, low to mid 90s and had a welding torch running next to him, would it be likely that the environmental temperature to which he was exposed would even be higher?

A Absolutely.

Q Other than that particular case, which is a case that doesn't involve sports-related activities, have you been given reports or testified in any other case involving on-the-job-type environmental exposure?

A The only two cases I was involved with industrial would be the train case and the previous case I told you about the police officer. He was involved in the physical activity at the time, but he was what I consider an industrial laborer doing an athletic event.

Those were the only two cases outside the sports realm.

Q Got you. Got you. Okay. Have you ever done any studies or evaluated types of employment that expose people to additional heat stress?

For example, working in a steel mill or things of that nature

A Not industrial specific. We have done studies that look at different kinds of equipment and clothing, and see how they heat up with that.

That would be the most similar, I would say.

Q Okay. All right. So, the field that you have testified as an expert in, what would you call that field?

A Exertional heat illnesses.

Q Exertional heat illnesses. Okay. Would you consider yourself an industrial hygienist?

A No.

Q Okay. Have you ever ridden in a locomotive?

A I have not.

Q Okay. Do you -- have you reviewed any studies regarding heat generated by locomotives?

A I have not. I actually looked to try to find some, but I have not reviewed any to date.

Q Are you aware of any government studies with the FRA or others that may have done a study of heat on locomotives?

A I am not aware. If I had known about

it, I would have read it in preparation for today.

Q. Okay. There is a gentleman that has testified as an employee of Norfolk Southern by the name of Mr. Haley, Leyden Haley. Did you review his testimony at all?

A No.

Q He also did some temperature studies on locomotives in Chattanooga. Have you seen any of those studies or any of that data?

A No.

Q Okay. In dealing with heat and evaluating the environmental conditions, how reliable is anecdotal information?

Maybe I should give you an example. By "anecdotal information" I mean where a person comes and says, you know, it's really hot out there; I bet it was 20 degrees hotter than yesterday; how valuable is that in your analysis?

A That is a tough question to answer. It would depend slightly on the person I was dealing with. If it was someone I had a rapport with, and I could trust their opinion, because as a person who deals with athletic and sports injuries all the time I am very interested in

A In some schools, yes.

Q And in a work environment, do you think it's a good idea for an employer to encourage their employees to hydrate by providing free cold water at all times?

A Absolutely. Yes.

Q Do you think the employer should also encourage its employees to take a break whenever they want to?

A Yes. If it's safe to take a break, I would encourage that.

Q So, ideally, if you have an employer that allows the employee to control his pace, is that the best work environment you could expect?

A It would certainly be near my optimal work environment, especially if the employee was knowledgeable in terms of the risks involved and being perceptive to when they need to take breaks and things as such.

Q Okay. And do you think employers should incorporate into their training and safety program recommendations regarding hydration and/or taking breaks?

A Yes.

Q How about consuming salt, can that be

useful?

A Yes.

Q And proper nutrition?

A Yes.

Q As part of your review were you provided any of the portions of the Norfolk Southern Safety Manual that deals with heat exposure?

A Yes. I believe it was the exhibit of at least one or two individuals.

Q Okay. And in reviewing that exhibit did you believe that it was a good policy that Norfolk Southern had adopted?

A That is a big question right there. Some of it was incomplete. Some of it was inaccurate. Generally speaking, there was some general information that was good, but it didn't have anything in terms of getting somebody back to activity after they had a problem. At least anything that was shared with me.

So I certainly had some issues with some of the information provided, and I would certainly encourage the company to consult with a heat expert when trying to upgrade those policies.

Q Let me ask you this, because I think the

incident like this you would at least have some kind of strategy for phasing somebody back in following a heat illness.

Q But if Dr. Dantzler, Mr. Moorer's physician, called you when he was writing up his note on May 17th and said, "I want to return this man back to work," it sounds like you would have told Dr. Dantzler that you need, in addition to more hydration and more breaks, you need to put something in this note limiting the number of hours so that he can condition back?

A Absolutely.

Q Okay. Got it. We know from Dr. Dantzler's notes -- they speak for themselves -- the only thing he had in there was hydration and frequent breaks. Correct?

A Yes.

Q Let me ask you about genetic conditions. Do some people have a predisposition to heat illness? And the reason I am bringing that up is Dr. Lina had some articles where in the military you have a guy who's been gung ho for five or seven years and been in every type of condition, is in 100 percent tip top shape, and just all of a sudden, out of the blue, has a rhabdo event.

A. Now, after the second incident, I do have potential concerns about him going back to work. But that only means I would want to do more follow-up testing. By no means am I saying he shouldn't be a conductor again.

For instance, something like a tolerance test is something people do in the medical field. If she is really concerned about the rare genetic conditions, I would want him to at least have the opportunity to test for that and prove it negative so he has a chance to go back to work.

I don't believe he had any underlying condition between the first and second incident. I think he was rushed back to work too quickly.

Was there any long-term damage from the second incident? I can't be sure. There would be follow-up testing I would want to have done.

Q There is testing that Mr. Moorer could go through in order to make his case, if you will, that he is able to be a conductor?

A Yes. Some of this stuff is outside my realm. That would be the genetic testing that a physician could handle, but there are things like I said, a heat tolerance test, to see how he handles exercise in the heat.

Q All right. Tell me how a heat tolerance test is done.

A There are many different protocols but the standard ones that are, for instance, used in the Israeli military and we use in athletics is a 90-minute to two hour bout of exercise in the heat, walking up usually a five percent grade at three to four mile per hour, in the, usually, not always, in the equipment or clothing that they typically wear in their work setting.

And then we look for certain thresholds to be reached with body temperature and heart rate, and things like that.

Q Okay. Before one does a heat tolerance test like that, does a person -- is a person encouraged to become a little more physically fit, if you will, to get ready for the test?

A Great point. In the military, for instance, we would have somebody do that maybe a month after the incident. So that the doctor might clear them one week after the incident. I am assuming they're totally fine, and then they would start doing light to moderate activity for the next three weeks, and then we might bring them in in the four to six-week point to do a

heat tolerance test.

Q So it sounds like there would be a regimen of exercise therapy, if you will, and then eventually the test itself?

A Yes.

Q Okay. Mr. Moorer was eventually seen by, I believe Dr. Mosey, a nephrologist. Did you see those records?

A Let me just interrupt you for just one second.

Q Go ahead.

A The reason why I was saying that, you want someone to get back to their fitness level that they would normally be for their job. You don't want them to be inactive for four to eight weeks before doing a heat tolerance test. That is just not an accurate reflection of what they can handle.

Whatever we consider their normal fitness level, we get them back to that point and see how they handle this particular heat challenge.

Sorry about interrupting.

Q I appreciate it. Are there institutions that you are aware of that perform these heat

tolerance tests?

A Dr. Fran O'Connor does them at the facility called CHAMP at USIS. There is a lot of acronyms that I am about to share with you now.

Dr. Fran O'Connor works at CHAMP, and the acronym stands for the Consortium for Health and Military Performance. And he works at USIS, which is United States -- I don't know the whole acronym for that. It is basically the university for the military in America, if that is helpful.

He has a heat chamber there and does a lot of soldiers there. We do them at the University of Connecticut with athletes and soldiers, and there are other places that have heat chambers that I am sure conduct these.

I think Fort Benning has one. I know there is one in San Diego that a lot of our special forces use.

Q Okay. Are any available to private patients?

A I think -- I think -- I know -- I'd have to double check. I am pretty sure Fran O'Connor tests private people at Bethesda. And we test private people all the time at the University of Connecticut. I'd have to go case by case and

contact the people I know at those place.

Q Once you get this test result, how do you translate it into what a person can do on the job?

A That is a good question. Let me also clarify, when I say "heat tolerance test," it's not the end all and be all that you automatically get clearance because you didn't reach a certain temperature. We use it as another piece of data in the entire clinical picture.

If a person comes to us and tells us they are having, you know, night sweats and they can't even walk to the store without having headaches, that would be much more important than the heat tolerance test results.

We care about the whole clinical diagnostic picture.

As an example, some people in the U.S. military don't buy in to the heat tolerance testing, whereas in the Israeli military it is the gold standard.

But a lot of people in the U.S. military do use it. Like I said, Fran O'Connor at the facility in Bethesda and special forces in San Diego, and a lot of team physicians will

deposition, Your Honor.

We call Vickie Carroll-White.

THE BAILIFF: Place your left hand on the Bible, raise your right hand, and face the clerk, please.

(Witness complies.)

THE CLERK: Do you solemnly swear or affirm the testimony you are about to give in this case will be the truth, and nothing but the truth, so help you God?

THE WITNESS: Yes, I do.

THE CLERK: Thank you. Have a seat in the witness stand.

(Witness complies.)

THE BAILIFF: State your full name.

THE WITNESS: My name is Vickie Carroll-White.

VICKIE CARROLL-WHITE, after being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. TECKLENBURG:

Q Good morning, Ms. White.

A Good morning. Almost afternoon.

Q You are the last witness, and I know that everyone is glad, and you are probably glad too.

A I am.

Q Tell us about yourself. Where are you originally from?
A Originally from Georgia.
Q And are you married?
A Yes, I am.
Q And where do you live now?
A I live in Virginia Beach, Virginia.
Q Tell us about your educational background.
A I graduated from Norfolk State University in 1981 and received an associate's degree in nursing. And then I went back to school in 1998 and received a bachelor's in nursing.
Q And do you hold any licenses in the State of Virginia?
A Yes, I hold a nurse's license in the State of Virginia.
Q And what type of nurse? Tell me what a licensed board nurse means in the State of Virginia.
A Well, I'm a registered nurse.
Q As a registered nurse, what can you do in the State of Virginia?
A Right. In the State of Virginia, of course, I can take care of patients. And my work history is that I worked for 14 years at Sentara Lee Hospital in Norfolk, Virginia. I worked on a cardiac unit.

THE COURT REPORTER: I'm sorry, can I get you to speak in the microphone?

A Yes. I worked on a cardiac unit two years. I was a staff nurse there. And then after two or three years I got promoted to an assistant head nurse. And then about a couple of years later after that I became an acting head nurse on the cardiac unit.

Q Okay. So how many years did you spend at Sentara Hospital?

A About 13 years. And then when I left Sentara I was fortunate enough to get a job at Norfolk Southern, and I am a nurse there with Norfolk Southern.

Q While you were at Sentara, were you exposed to a number of ailments and patients?

A Right.

Q Sure.

A It was primarily a cardiac unit. I worked with a lot of heart patients. As you may know, cardiac patients have other medical conditions as well.

Q Now, when you were hired on at Norfolk Southern, what were you hired to do?

A I was hired to make independent medical decisions and to review medical records of employees who are returning to work or attempting to return to work.

Q And tell me what that review process is called.

What do you call that internally?
A I'm not sure I --
Q Well, when you say return to work, is that a return to work evaluation, determination?
A Oh, okay. What I do is employees have to provide us with medical reports. It is the employee's responsibility to sign whatever appropriate consent in their doctor's offices to provide us with their medical records for review. I review those medical records. And based on those medical records and a release from the doctor, the treating doctor, and I can make a fitness for service determination or not.
Q Okay. And do you treat employees? Do you have a clinic?
A Right. No, we're not a clinic. We do not treat. We do not have a nurse-patient or nurse-employee relationship or a doctor-patient or doctor-employee relationship. We are an administrative office, so we review medical information.
Q And walk me through your typical return-to-service determination. How does it normally start and how does it usually end?
A Right. Typically what happens is an employee that is returning to work may call his supervisor and

say, I have a release from my doctor and I'm ready to return to work.

That supervisor in turn may contact our department, contact me and say, this employee is ready to return to work.

My response is, have the employee sign the appropriate consent, have all medical records and a release forwarded to the medical department for my review. And I do work with two other nurses and we do the same thing.

Q So you don't handle the whole company, you have other nurses working?

A I have two other nurses recently hired.

Q And how long have you been doing that type of work?

A For Norfolk Southern, about 17 years.

Q Now, why do you put the responsibility on the employee to provide records to you?

A Okay. We have always -- it is the employee's responsibility and, you know, we try to protect the employee's privacy, so they have to sign a consent. I can't sign a consent, and I really can't request their records. That is the employee's private record. And then the employee has to sign the appropriate release to have his or her records sent to us.

Q Is there -- are you aware of any federal laws that you as a nurse have to comply with and deal with in dealing with patients -- or records or dealing directly with a doctor of an employee?

A Right. I have to respect that patient's privacy. I cannot call without that patient's permission. And that is why it is important for the employee to get the appropriate consent. We don't keep those consents in our department. We don't have it. We're not a clinic. So we have to rely on the employee to provide us with all relevant medical records from all treating physicians.

Q Now, when you say you won't call a doctor, you mean, are you saying you won't call a doctor for any purpose or you won't call a doctor to discuss very -- the private diagnosis, or tell me circumstances that you could and would be able to call a doctor.

A Certainly. I will tell you, the first thing when I call a doctor, they will say, well, let me check first to see if there is a consent form that has been signed by the employee. And if there has been one, then I can discuss medical information with that doctor or receive clarification.

Q How about if you have a question about a missing --

whether there is a missing page or record? Are you able to call perhaps the doctor's office and follow up on that type of issue?

A I am. That is not discussing the medical condition. That is just simply asking if there is a report that they can provide to me. And if there is, I have to go back to that employee, make sure they sign a consent so I can get that documentation.

Q Okay.

A If the consent has already been signed, I can certainly ask to provide me with it.

Q Now, let's talk a little bit about your involvement with Mr. Moorer. Were you involved directly with Mr. Moorer's return-to-service requests in May 2007?

A Yes.

Q All right. And I will show you Exhibit 68.

MR. TECKLENBURG: And if we could put that up, please.

Q And Mr. Deshazor identified this earlier.

MR. TECKLENBURG: If you could highlight the top e-mail, or zoom in on it, please.

Q This e-mail appears to be from Vickie L. Carroll. Would that be you?

A Yes, it is.
Q To Mr. Deshazor?
A Yes.
Q Tell me about this e-mail.
A I sent Mr. Deshazor an e-mail asking him -- well, let me start at the bottom, if you don't mind.
Q Sure.
A Mr. Deshazor sent an e-mail to Beverly Dozier, who used to work with me as a nurse, advising us that Mr. Moorer had been ill, been sick, was in the hospital and now had been released and he was ready to return to work. And Mr. Deshazor sent me a couple of medical documents.

So I sent Mr. Deshazor an e-mail asking him if he could send me the original documents and to also -- I advised Mr. Deshazor that the documents that he provided to me were insufficient and that he would need to advise Mr. Moorer to provide me with all his medical records.

Q Okay.

MR. TECKLENBURG: And if we could go to the next page.

Q And if I show this to you -- you may have a book up there.
A Oh, okay.

Q Exhibit 68.
A See if I can find that.
MR. TECKLENBURG: Your Honor, this is already in evidence. May I publish?
THE COURT: Yes, sir.
(Exhibit published to jury.)
A Okay, I have it.
Q So you received this and these records. Tell me about this second page. What is this?
A Right. This looks like some type of discharge instruction from the hospital. And it said that Mr. Moorer would need to follow up with Dr. Dantzler in five to seven days. That is just a discharge.
Q Is that some of the initial information you received from Mr. Deshazor?
A Yes. That is correct, yes.
Q And is it your understanding Mr. Deshazor got it from Mr. Moorer?
A That is my understanding.
Q And when you looked at this from the hospital, was this enough for you?
A Absolutely not. Insufficient.
Q What would you typically want to see?
A I would want to see all hospital records.

Q All right.

MR. TECKLENBURG: If we could go to the next page.

A Okay.

MR. TECKLENBURG: And if you could highlight the bottom scribble, the doctor scribble there.

Q What is this particular document?

A This looks like some type of form with a bunch of diagnoses on it. And at the bottom it looks like Dr. Dantzler wrote that he treated Mr. Moorer for dehydration.

Q Okay. So this particular document --

MR. TECKLENBURG: If you could back out to the full view of that page.

Q -- was from Dantzler Family Care, is that correct?

A Yes, that's correct.

MR. TECKLENBURG: All right. The next page.

Q And, again -- let me ask you this. Receiving that alone from a doctor, would you want to try to get more if you could?

A Absolutely.

Q And then on the next page, tell me what this is.

A This looks like a work release from Dr. Dantzler returning Mr. Moorer back to work on May 21st. And at the bottom where it says limitations and

remarks, it looks like the doctor wrote a diagnosis: The patient had dehydration and urinary obstruction.

Q Is there any restrictions on returning to work on this slip?

A No.

MR. TECKLENBURG: And if we could go to the next page.

Q What is your understanding of this particular letter, this last page?

A Yes. This looks like a letter that Mr. Moorer sent in to our department about May 23rd. It looks like we received it. And he was describing that on May 8th around midnight at home he started cramping and felt a little sick while he was at home.

And he said upon returning to work the next day his symptoms -- it says systems, but his symptoms became worse. And he said he had to be taken to the hospital off the job and was treated for dehydration and a blockage in my kidneys.

MR. TECKLENBURG: Do you have a snapshot of the highlighted area, or can you blow that up, please?

A And uh, yes.

Q He is going to blow that up.

A Okay.
Q Whose handwriting is that?
A That is my handwriting. And I just made a little note on the letter, and it says that a letter was dictated to Mr. Moorer regarding his condition. I have subsequently found out that he did not receive that letter. But what I also did was I called and left a message for Mr. Moorer advising him of all the medical records that I needed in order to return him to work.
Q Okay. And the date of your note there is May 24th, is that right?
A Yes, that's correct.

MR. TECKLENBURG: Now, Exhibit 69, please. Put that up.

Again, this is in evidence, Your Honor. May I publish?

THE COURT: Yes, sir.

(Exhibit published to jury.)

Q This appears to be the day after your note, May 25th, 2007?
A Yes, that's correct.
Q And addressed to you. Is that your fax number?
A Yes, it is. Well, it is the fax number for the medical department.

Q And what did you get? What did you receive? It says from Trumaine Moorer.
A Yes. It looks like Trumaine sent me his hospital records where he was hospitalized.
Q And as a result of those hospital records, what did you see that was important to you in your review?
A Right. I reviewed the medical records, and what was important to me is that Trumaine's condition had resolved. His lab results looked good in this report. His doctor -- or the note indicated that he had acute renal insufficiencies and that had resolved. His volume depletion where he was dehydrated, that had resolved. And he was released from the hospital in stable condition and advised to follow up with his doctor.
Q And I guess based upon the records we just reviewed, did he follow up with his doctor?
A To my knowledge, he did.
Q All right. You got a note that he was there on May 17th?
A Yes.
Q All right. And did you want any more information?
A I did. I wanted to get the May 17th progress report. But I released Trumaine to work after making a good faith effort to get that report and

being advised that there was no report.

MR. MOSS: Objection. Move to strike. Hearsay.

THE COURT: Can you repeat that?

MR. TECKLENBURG: I can rephrase the question, Your Honor.

BY MR. TECKLENBURG:

Q What further action did you take after you received the hospital records?

A I made a good faith effort to obtain the May 17th report.

Q Okay. And what effort did you undertake?

A I advised Trumaine that I needed the 5/17 report. In fact, Trumaine called me and was a little irritated why he hadn't gotten back to work.

He said, you know, you have gotten my medical records. Why haven't you released me?

And I told him at that time that I needed the May 17th report. And Trumaine indicated to me that he only had the release from Dr. Dantzler, there was no May 17th report.

Q And in addition to that, did you telephone anyone else?

A Yes, I did. I called Dr. Dantzler's office and left a message for the nurse to call me back.

Q And based upon your communications with Mr. Moorer and your communications with Dr. Dantzler's office, what did you do next?
A Right. I learned that there was no --
MR. MOSS: Objection. Move to strike. Implicit hearsay.
MR. TECKLENBURG: Your Honor --
MR. MOSS: She's going to testify what somebody in the nurse's office, doctor's office told her, and that is hearsay.
MR. TECKLENBURG: She is also testifying based on what Mr. Moorer said.
MR. MOSS: He's a party.
THE COURT: Sustained.
MR. MOSS: Thank you.
BY MR. TECKLENBURG:
Q Based upon what Mr. Moorer told you about there not being a record available, what did you do?
A Right. I called the doctor's office and made a good faith effort to get the report.
Q All right. And after you made the good faith effort and you talked to Mr. Moorer indicating there was no record?
A Correct.
Q What did you do?

A I released Mr. Moorer to return to work based on the hospital records that showed his condition was stable and under control and Dr. Dantzler's release that Mr. Moorer could return to work with no restrictions.

Q Fair enough.

MR. TECKLENBURG: Now, we go next to Exhibit 70.

Q And is this the e-mail that you issued?

A Yes, it is.

Q What did you do that for? What is the purpose of that?

A Right. That is a standard communication with the supervisors. We send e-mails to let them know that the employee could return to work. And our policy is that if the employee has been absent 90 days or more, they will need a physical. If not, they can return to work.

Q When you talked to Mr. Moorer, did he indicate he wanted to come back to work?

A Absolutely. He was irritated that I didn't get him there fast enough.

Q What was your next involvement with Mr. Moorer?

A I believe that I got a phone call from a supervisor.

Q I show you Exhibit 71.
A Okay. Yes. I got a phone call from my job from the supervisor and he advised me that Mr. Moorer was experiencing some of the same symptoms he experienced a few days ago, cramping.

And at that time I advised Mr. Jiles that we need to take Mr. Moorer out of service. We used the term place on medical hold. We move an employee out of service until we can get updated medical information and an updated release from his treating physician.

Q Now, before the second incident, were Dr. Lina or Dr. Prible involved?
A No, they were not involved.
Q All right. Tell me how that is. As a nurse at Norfolk Southern --
A Right.
Q -- what authority and what type of discretion are you given to exercise your duties?
A Dr. Prible, who is our medical director, and Dr. Lina, who is my direct supervisor, they have given me the authority to make fitness for duty determinations. And they only get involved if there is a condition where the employee has restrictions or the condition is not stable or if

they were still having symptoms or if it is beyond my scope or if I'm just not comfortable with the information.

Q And with respect to Mr. Moorer's situation, were you comfortable with what Dr. Dantzler had provided and what the hospital records said?

A The records were clear that Mr. Moorer's condition was stable, it was under control, and that he was able to return to work with no restrictions.

Q And I show you next Exhibit 87. Tell us what this is, please.

A This is a message I left on Mr. Moorer's home answering machine advising him that I had reviewed medical records that were dated June 1 of '07 and June 4 and an emergency room department report and a hospital discharge summary.

And I also advised Mr. Moorer that he would need to provide updated medical records from Dr. Dantzler substantiating that his medical condition was stable, was under control, and also provide him with a work release to include any specific restrictions or accommodations that he may require.

Q Okay.

MR. TECKLENBURG: Your Honor, I move 87 into evidence.

THE COURT: Any objection?
MR. MOSS: No, Your Honor.
(WHEREUPON, Defendant's Exhibit No. 87 was marked for identification and received into evidence.)
Q And after that was done, did the medical department receive another facsimile?
A Yes. It looks like maybe the next day or so we did receive medical reports.
MR. TECKLENBURG: Exhibit 88, please.
Q This appears to be a August 1st facsimile, again, to your attention. Did the medical department receive these?
A Yes.
Q And what were these?
A These look like progress reports from Dr. Dantzler.
Q Okay. Had you seen these before?
A No. And I will say to my surprise I see a 5/17 progress report.
MR. MOSS: What exhibit is this?
MR. TECKLENBURG: Excuse me, Exhibit 88.
MR. MOSS: Thank you.
A So two months after making a good faith effort to get that report it shows up in our department.
MR. TECKLENBURG: Your Honor, I move Exhibit

88 in evidence, please.

MR. MOSS: No objection.

THE COURT: All right. Entered without objection.

(WHEREUPON, Defendant's Exhibit No. 88 was marked for identification and received into evidence.)

Q Now, I want to review this with you a second, and specifically review the May 17th note.

MR. TECKLENBURG: If you could go to your snapshot on that note, please, on Page 3. I believe that is Page 2. I need to go to Page 3. I'm sorry. The doctor prepares these in reverse chrono order. You had it right. I'm sorry.

Q When you received this note, did you review it?

A Yes, I did.

Q And, as a nurse, do you have to read a lot of abbreviations and --

A I do. Sometimes I'm even baffled, but, yes, I try.

Q All right. As you read this note from Dr. Dantzler, tell us what it says.

A I will start at the beginning. It says: After hospital stay -- and I don't know what that is in parentheses, it looks like somebody's name -- it says kidney blockage and dehydration, severe

cramping all over. It says -- I think I can read from the book better. No, I can't.

Patient for hospital follow-up. Noted cramping. Went to the ER. Given IV fluids. Hospital stay times three days.

And then it says: Well nourished. I think that says: Well dressed, well nourished male. In no acute distress. Alert and oriented. Oropharynx clear with moist membranes. Lungs clear bilaterally. Cardiovascular, regular rate and rhythm.

Q All right. I'm impressed you got all of that out of there.

MR. TECKLENBURG: Could you go to the next page, please, of this note?

Q What else did this note from May 17th, 2007 reveal?

A It says, dehydration. You want me to start at the bottom where it says A slash P or -- well, I can try to read some of that. That gets a little -- it says: Abdomen soft and non-tender, non-distended. Bowel sounds, all good. He had no edema, meaning no swelling. Membranes are intact. And he says good sensors, which means he had no type of dehydration.

Q So is it fair to say what you just read is a

physical exam?
A That is a physical exam. Looks good.
Q All right. I was going to ask you whether that is a good --
A That is a good physical exam.
Q All right. Tell us what the next thing is and what the initials or words mean in front of it.
A Yes. That is Dr. Dantzler's assessment and plan. And his assessment is that Mr. Moorer had dehydration. And his plan is for Mr. Moorer to have frequent breaks during heat, increase his fluid intake, no caffeine, no alcohol. He is saying his dehydration has resolved. Return to work to regular duties.

And then it says at the bottom: Follow up PRN meaning as necessary, follow up with the doctor as necessary.
Q And based upon your review of this note, did you believe it was consistent with the return-to-work form that Dr. Dantzler previously gave?
A Absolutely.
Q And it mentioned some things on here that I want to walk through. It says no caffeine, no alcohol. Do you see that?
A Yes.

Q In your experience of nursing, what type of chart notation is that? What does that mean to you?
A It just means that that person should stay away from caffeine drinks and alcohol out in the heat.
Q All right. Would that impact Norfolk Southern's return to work, a doctor's recommendation of no alcohol or no caffeine?
A Well, we definitely have a zero tolerance policy for alcohol, so I wouldn't -- this should not be an issue. I think I heard Mr. Moorer say he does not drink. And he certainly should avoid caffeine, sodas, and maybe stick to other types of liquid.
Q Are sodas something that Norfolk Southern controls?
A No. If you drink it, we have no control over that, but, you know, you have your doctor's recommendation.
Q The other thing that it says, frequent breaks during heat, increase fluid intake. Do you see that?
A I do.
Q Based upon review of those two, what would you call those? Are those --
A Well, it seems to me that Dr. Dantzler just had a common sense conversation with Mr. Moorer any doctor would have with any of us for working in the

heat, you know, you need to increase your fluids, pace yourself, take breaks as you need to.

Q Okay. And do you have knowledge of the Norfolk Southern work environment for conductors?

A Somewhat, yes.

Q All right. And based upon your knowledge, does it allow those two things, consuming fluids, frequent breaks?

A Absolutely. In fact, it is encouraged.

Q Okay. So even though you didn't have this when you made your return-to-work evaluation on May 28th, would you have done anything different if you had this note?

A No. It is consistent with the return-to-work note that I did have and it certainly is consistent that Mr. Moorer's condition is stable, it is under control, symptoms resolved.

Q Thank you.

A You're welcome.

Q Please answer anything that Mr. Moss has.

A Certainly.

MR. MOSS: Do you know the note with Dr. Lina's handwriting on the bottom of it? Do you know what I'm talking about? The return-to-work slip with Dr. Lina's handwriting on the bottom?

CROSS-EXAMINATION

BY MR. MOSS:

Q I am not going to be long at all, ma'am.
A I'm sorry?
Q I said I won't be long. I'll be quick. I am going to be very quick. Thank you for coming and spending the week with us. We appreciate it.
A (Nods affirmatively.)
Q This will be your first heat injury return-to-work case?
A Yes.
Q And the heat injury return-to-work cases are more complicated than the normal run-of-the-mill broken legs and cut fingers, and that kind of thing?
A Could be.
Q And y'all have a big medical department with doctors who can come to your assistance if you think you need it?
A Correct.
Q Because sometimes the situations do get a bit complicated and you do ask for help?
A Absolutely.
Q And I think as a nurse you would agree that managing somebody who is having a heat event is important?

A Absolutely.
Q And if somebody is having a heat event, it is always best when in doubt to have EMS come to the person or get EMS to the person?
A I would say that is reasonable, yes.
Q Is there any specific policy at Norfolk Southern so y'all dig a little bit deeper for these complicated heat event situations?
A Not to my knowledge.
Q And I think that the day y'all got those records, I think Exhibit 88, Dr. Dantzler's records from May 17th, they came to y'all's office on August 1st, is my recollection based on what we just saw?
A I think I remember that.
Q And then do we agree that the very next day, August 2nd, 2007, is when Dr. Lina wrote the letter disqualifying Mr. Moorer from service?
A I don't know if I saw that letter, to be honest with you.
Q Let me see if I can get it for you.
A Okay.
Q I am going to show you Plaintiff's Exhibit Number 3. I'll put it up here so we can all look at it.
MR. MOSS: Can you Elmo me?

Q Exhibit 3, ma'am, do you see that?
A Yes, I see that.
Q All right. So if you guys got the Dr. Dantzler note on August 1st, am I right that then Dr. Lina got involved and the next day she issued this report disqualifying Mr. Moorer?
A Yes.
Q Okay. I'll put this back.
MR. MOSS: Sir, do you have that note or note? It is okay.
Q And do you know what the Fee for Service Provider Manual is?
A Yes, I do.
Q Would you tell the jury what it is, please?
A That is a huge book that we have that has our general guidelines and policies that we give to doctors across our system who conduct physical exams for us.
Q And Exhibit 8 is only one page. This is just one page of the big book, is that right?
A Yes.
Q And, importantly, up until the second incident, you were managing Mr. Moorer's situation, but then after the second incident Dr. Lina got involved?
A That's correct.

Q And ultimately you kind of transitioned out and this became her case, is that the way it worked?
A Correct.
Q Thank you, ma'am.
MR. MOSS: Those are all my questions.
MR. TECKLENBURG: A couple of questions, Your Honor, if I may.

REDIRECT EXAMINATION

BY MR. TECKLENBURG:
Q After this first illness of May 9th that you evaluated, was there anything complicated about it in the records that you saw?
A No. The records were clear.
Q Did it appear to resolve with the speed you would want?
A Absolutely.
Q And Dr. Lina eventually got involved after the second incident?
A That's correct.
Q Is that your testimony?
A That's correct.
Q Why would she get involved after two incidents like this?
A Now, my reasoning is that after two unusual episodes, I felt that the faculty needed to get

involved at that point.
Q Mr. Moss just asked you about the Fee for Service Manual.
A Yes.
Q And I think what he was referring to or what that exhibit is is dealing with a procedure called the field test.
A Yes.
Q Tell me when a field test might be used for an employee.
A Yes. Typically a field test is used after orthopedic injury or neurological injuries after like someone has had brain trauma. So as far as orthopedic injuries go, if you have had back surgery or knee surgery, hip surgery, you might conduct a field test. And what we would have you do is go out to our field where you work with a physical therapist or an occupational therapist and perform some of your job functions, lifting, bending, stooping kind of things, to see if you can functionally perform those tasks.
Q How long would that field test take?
A The field test takes -- it is a very limited test. It is only an hour or two.
Q Okay. You sat here through the testimony because

you will I guess get the benefit of being the corporate representative, is that correct?

A Yes. Thank you.

Q Well, I'm sorry. But let me ask you this. You heard the testimony about May 31st -- May 30th?

A Yes.

Q Mr. Moorer's first day back to work.

A Yes.

Q And the testimony that you heard I think from Mr. Moorer and Mr. Connelly, do you recall any testimony that he had any difficulty that day?

A No.

Q Had you sent someone out there to observe him for the first few hours, is there anything you are aware of that person could have possibly perceived?

A I don't think so, because he was able to function. He was functionally capable of performing all essential functions of his job.

Q Thank you.

A You're welcome.

RECROSS-EXAMINATION

BY MR. MOSS:

Q Do you sometimes ask people to go through occupational therapy or work hardening?

A I don't. If that is required, their treating

physician should maybe make that recommendation, or it is really up to my associate medical director or medical director.

Q Okay. If the doctor at medical at Norfolk Southern, if there is uncertainty, they have the authority and the ability to ask the employee to go through occupational therapy in a controlled setting and work their way back into shape, right?

A For typically orthopedic conditions, yes.

Q Right. Well, you don't know about heat injuries because this was your first one?

A Right. But the 17 years I have been there with the company, I'm not aware of that.

Q But I guess my point is, if y'all wanted to put Mr. Moorer through a little bit of occupational therapy in a gym in a gym setting to get him up to speed again, that would be something y'all could certainly do before you released him to go back to work?

A You would have to ask the doctors about that.

Q Thank you.

THE COURT: All right, ma'am, you may step down.

THE WITNESS: Okay.

(Witness steps down.)

THE COURT: All right, call your next witness.

MR. TECKLENBURG: I have no further witnesses, Your Honor. We do have some exhibits to move in evidence, which I presented to Mr. Moss.

THE COURT: All right. Are we ready to do that now?

MR. TECKLENBURG: I can, Your Honor. It is just listing off a group of numbers.

THE COURT: All right.

MR. MOSS: No objection to anything.

THE COURT: They are all entered without objection.

MR. TECKLENBURG: Thank you. I will list them as soon as we take the break then. I'll list them all for the record once we take a break, once you relieve the jury, unless they want to listen to me read 30 numbers.

THE COURT: Probably not. Their lunch is in the back. I'm sure they want their lunch.

Mr. Moss, you said -- they have rested but for putting that. Anything on reply?

MR. MOSS: No, Your Honor.

THE COURT: All right. Ladies and gentlemen of the jury, that concludes the testimony. The Defendant has rested. And the Plaintiff is not

is well documented in the medical records after the second event.

One reasonable inference that can be drawn from that is that Mr. Moorer did not properly hydrate on the event on May 31st. Therefore, it would be comparative negligence in play right there.

THE COURT: All right. And based on the testimony that I have heard from the doctor, from Mr. Moorer's wife and Mr. Moorer, listening to the evidence, I think that evidence, or there is definitely an issue of fact as to whether he was properly hydrated, I will deny the motion.

Yes, sir.

MR. JENKINS: Your Honor, the Defendant needs to, for the record, renew its prior motions for judgment as a matter of law and for directed verdict. And with the Court's permission, I can run down the bullet points or we can just adopt what I said previously.

THE COURT: I will adopt what was previously said. The motion will be denied.

All right. I have a copy of the transcript from the last time for both of you all. I have a copy of the verdict form from the last time. If

y'all can take a look. Do y'all need two copies of this? Do you have a copy?

MR. JENKINS: I have got another one.

THE COURT: All right. Oh, you already have a copy of this transcript?

MR. JENKINS: Yes, ma'am.

THE COURT: Okay.

MR. JENKINS: Oh, wait a minute, you mean the most recent iterations? Did you make any changes or are these from the last go-around?

THE COURT: This is the jury charge from the last trial.

MR. JENKINS: Okay. We have got that.

THE COURT: Okay.

MR. MOSS: That was easier.

THE COURT: Unless there is something new, which I have not heard, over the course of the trial, I am going to read the jury charge, use the verdict form we used from the last time, I am going to read the jury charge straight from the transcript. We will -- I believe you all did a good job of your objections, exceptions, requests to charge. I will incorporate the prior record into this record to preserve both parties' exceptions, objections and requests into the

record. I think you also marked some in for the record the last time.

MR. JENKINS: Yes, Your Honor. I was just checking with the clerk and the court reporter. I just want to make sure those are still around somewhere.

THE COURT: Do you have a copy of them?

MR. JENKINS: I can make one up for you if they can't find one. But it was 6, 11, 15 and 29 that I'm concerned about, Defendant's. And I can put something together right now. I have a clean copy of those from the last go-around.

THE COURT: In abundance of caution, go ahead and make sure those are in the record. And any that you have, Mr. Moss, that were not charged the last time, we can mark those as Court Exhibits, and then she'll go back and look, but in an abundance of caution, let's do that.

Yes, sir?

MR. MOSS: The only footnote that I would add is there are two counts to this -- in this case, and there is no distinction between Counts One and Count Two. And my only request would be that the jury be charged that we only need to put in one count for them to render a verdict in the

the jury, I hope you had a good lunch and a good break. At this time we are ready for closing arguments.

First you will hear from Mr. Moss, on behalf of the Plaintiff, and then you will hear from Mr. Tecklenburg, on behalf of the Defendant. Following Mr. Tecklenburg you will hear back from Mr. Moss briefly in reply. And then after that we may take a break, depending on how long it takes, or if you all need a break. And then you will get the charge on the law from me.

So I ask you to pay close attention to the attorneys.

And, yes, sir, Mr. Moss, I will be glad to hear from you.

MR. MOSS: Thank you, Your Honor. May it please the Court? Counsel?

CLOSING STATEMENT

MR. MOSS: Good afternoon. The railroad had a duty to protect Trumaine Moorer to prevent his second injury.

Then it had the duty to intervene and stop the injury from progressing once it knew that he was sick and getting worse.

Then they had the chance to fix the problem,

but Trumaine fell through the cracks.

They failed to protect, they failed to intervene, and instead of helping, he fell through the cracks.

I told you in opening statement that we were going to sue the railroad for two reasons. The first was is they knew that Trumaine was susceptible to another heat injury. They knew he had already had one. They had a medical department that was smart, wise and capable. And it was longstanding knowledge in the medical community that if you have a heat injury you are vulnerable, you are susceptible to additional heat injury if you are not properly managed. They have a duty to protect him from getting too hot at work.

Then three weeks from the first incident he went right back and, at the same job, at about the same time of day, under very similar, ten degrees hotter conditions, it happened again. They knew that he was deconditioned, or they should have known. They knew that he was susceptible, or they should have known.

In the eyes of the law, if you know, if you actually know or if you reasonably should have known. Under that standard, they knew.

The railroad should have been sure that they had all Dr. Dantzler's notes. They didn't.

We know that the medical department at Norfolk Southern was following this case. We know that they had the ability to contact the doctor's office. We know they had the ability to call the doctor's office. And we know that because Plaintiff's Exhibit Number 12, which y'all probably didn't understand at the time, shows 7/30/07 Dr. Lina called and spoke with Mr. Moorer's physician, Dr. Dantzler, specifically called him and talked to him.

Dr. Lina, and you saw her on the video, she got involved in July. She is a medical doctor with extensive background in public health and a master's degree. With all due respect to Ms. Carroll-White, it was her first time in managing a situation like this. And when Dr. Lina gets involved, she does not just call, she sends very specific questions to Dr. Dantzler. She drilled deeper and she got the answer. And within three days Trumaine was disqualified from work. They had the tools, the talent and the ability to call, to manage this properly, to take it one more step and let the doctor be involved and manage

Trumaine.

We know that Trumaine was healthy. Exhibit 4 is not much of a record, but it shows that on July 26th, 2006, Trumaine went for a complete company physical. Pre-existing problems were not an issue in this case. They are not. Trumaine was healthy. He went to the desert. They are not.

The decision of Norfolk Southern to let Trumaine go back to work, according to Drs. Casa and Dantzler and Moseley, caused -- caused the May 31st incident.

Dr. Casa, who is the leading heat expert in the country on managing people following a heat injury. We went to Connecticut and got the best guy on the planet to talk to you about this. It is a little complicated. It is not on the beaten path. Dr. Casa said this injury was 100 percent -- 100 percent preventible.

The second reason we sued the railroad is because they knew that Trumaine was having a problem on that train. Well, it actually started at Doane Pet Products and they called Will Deshazor at 2:26. We all understood that. And he told Tommy that he was having trouble. And then they failed to provide prompt emergency care.

At 2:26 Trumaine is in Orangeburg having a problem.

If you can click that first green circle, sir.

Trumaine says to Deshazor, I'm not feeling well. Okay?

If you will click the next circle, sir.

Trumaine tells Tommy Connelly, I'm not feeling well. 2:26. 2:28.

Next circle, please, sir.

The red dot on the diagram is the train moving. It is a critical call. This was a critical call. Notice who calls whom. Tommy Connelly calls Deshazor at 2:58. Exactly what was said we're not sure. The message that was conveyed, he is worse.

Next circle, sir.

2:59, a minute later. What is the message? Worse.

Next circle, sir.

3:00 o'clock, what is the message? He is worse.

Next circle, sir.

3:07. He's worse.

And this is where there was a moment in this trial, I'm sure you all saw it, where the world

shifted a little bit. Mr. Stinson, who is the boss's boss, who is on the other end up there, said to me, I needed to know what Mr. Deshazor knew from Tommy Connelly. It was really important. Because remember Mr. Stinson took control of the situation at 2:26. Mr. Stinson is in charge. Mr. Stinson never placed a phone call to the train. He never placed a phone call to the train. He received a phone call, but that was at 3:21.

Next, sir.

Everything that happened before that phone call, Mr. Stinson, who was in charge, did not know about. What is so important --

And can you reduce that? Thank you.

What you will notice is that these phone calls all occur in or around the St. Matthews area south or on the Orangeburg side of the Congaree Swamp. The reason that is important is emergency medical services are available when you are going through the Town of St. Matthews. You can stop the equipment. You can get, as Dr. Prible said, you can get the equipment to the man, you can get EMS to Trumaine.

Next circle, sir.

At 3:22 there is another phone call. So that

is one, two, three, four, five, six phone calls where Tommy Connelly was trying to convey -- God bless Tommy Connelly, doing the best he can, driving the train, a phone in each ear. You will see him with a cell phone. Tommy Connelly has two cell phones, his personal cell phone and his company cell phone. He is on two cell phones talking to two different bosses in two different places trying to drive the train.

And then when you come out of the swamp there is several different arteries. There is places where a train can stop, paved crossings where they can stop the train.

So we're at 3:22 with about 20 miles to go.

Sir, can you just drag that along the timeline for me, please?

The clock is now moving to 3:40, 3:45. Okay. Then they hit the yard limits. There is a little bit of factual dispute about that, it was either 20 or 10. The point is, it went down. Part of the way, the last three miles was either 20 then 10, or 10. Y'all figure that out. I don't think it makes a world of difference. Okay? Or that much difference. Okay.

Then finally they get to the Old Maude shack

just before 4:00 o'clock. They placed a phone call to EMS at about 3:50 -- well, let me get it exactly right -- 3:56. Yes, that's right. Okay.

The firetruck arrives at 4:03. EMS arrives at 4:11. Then they depart the scene at 4:32 and he finally gets to a major facility.

Early intervention, whether it was on the St. Matthews side or the Orangeburg side of the swamp or on places like Bluff Road, Lower Richland Road, or Pineview Road would have provided the railroad easy access to Trumaine.

And the reason that is so important is this was a dynamic change in condition. When he started to get on the train he was okay, okay not to go and willing to try. By the time he got to the destination he couldn't get off the train. He couldn't stand up. With the help of grown men he couldn't get up.

I don't know the exact speed, but at 2:58 Trumaine said, I was unable to help myself. Trumaine said, I told Tommy at 2:58 to at least have EMS waiting.

Mr. Stinson wasn't even there. He didn't have EMS waiting. He got on the train and tried to help Trumaine off with Tommy Connelly's help before he

called EMS.

Remember what I told you in opening statement that you heard from Dr. Prible. When in doubt, call EMS. If you called EMS they wouldn't say, do you want to just keep coming or do you want to have a conversation about it. If you called EMS they would come to you. That is what these guys were basically doing. When they called Deshazor -- he is calling Deshazor for one reason. He is not phone friends with Deshazor. He called Deshazor for one reason. I'm not doing that. Tommy Connelly is on his personal cell phone calling his boss's boss. Why.

I warned you in opening statement that the railroad is going to come in here and say this was just routine ordinary work.

Sir, you can take that down, please. Thank you.

That they were going to call healthy, nice employees to say the job was not hard. And they were going to -- I didn't tell you that they were going to call some expensive expert to come in here to tell you that. But what fundamentally they missed was the job itself has got to be viewed in the context of the first incident. And Trumaine

never had a prior heat event. There would never be a case.

Y'all, that is why the first count, the first incident is not part of the case. The first incident provided knowledge. Think of it as sunglasses. What you see without sunglasses is the same thing that you see with sunglasses, but you see it from a different perspective. It is color. It is the same images, but it is through a different perspective. You can't look at the P28 without sunglasses on, you have to look at it from the perspective of this man having had a very serious problem earlier in the month, he needed to be treated differently.

And the fundamental mistake that I warned you that they were going to make and that they are about to make again is they are going to ask you to look at the P28 from the perspective of a normal, average worker. It is not.

Jeff Norwood. Captain Jeff Norwood. When Mr. Tecklenburg on his last question said, Mr. Norwood, you are always going to do the job safely. Jeff paused, hesitated and said, I had issues with the job. I talked to him about it and nothing happened about it. It was a very telling

moment in the trial. Jeff Norwood is as physically fit as anybody in the state. But what was Jeff's real issue? He was new to the job. He had gotten forced in the job just like Trumaine had.

When you get forced to the P28 it is a different world than for Roger Davis. Roger Davis is a veteran. A great guy, but he is a veteran. Okay?

They had options to staff the job differently, to put another man with Trumaine. They had the right to do that. I mean, how hard is that? They had done it in the past. Somebody has got to pay attention to Trumaine's situation a little more carefully than they did.

I told you they were going to accuse Mr. Moorer of not hydrating carefully. It looks like he probably didn't eat enough before the first incident, okay? The first incident. There is an allegation in the case that Mr. Moorer was negligent himself, contributory negligence, comparative negligence. There is no claim relating to the first incident. If Mr. Moorer did not hydrate the first time -- assume that he didn't -- he was negligent for that. We're not claiming that. We're not asking you for money -- I'm

telling you please don't give me money for that. You can't. But similarly they can't blame Mr. Moorer for an issue that is not in the case.

The only question is did he have a reasonably safe place to work when he went back. Did they manage him properly once he had the problem.

Any reference to dehydration is an invitation for you to blame Mr. Moorer. We know one thing. The May 30th, May 31st incident Trumaine was perfectly hydrated. In everything he did there is no allegation that he did anything wrong. There is no allegation that he violated one rule. He was never charged. Trumaine is blameless. Careful on the dehydration. Do not run down that path because that is an attempt to bait and switch.

Nutritional supplements. KM. I won't spend long on it. They got referenced. They fished without bait on the hook. Nothing came back. No doctor. No opinion. We heard a lot of opinions. There was no opinion about KM causing any problems. Trumaine has been taking it since he was a kid. He played hoops with it. KM is not an issue in this case. That is Dr. Lina speculating. I wish Dr. Lina would come to trial. You know? She gets to sit up there in the medical tower, sending a

subordinate here. Dr. Lina needs to talk to y'all. She needed to explain her situation. Okay? KM is not an issue here.

In the engine Trumaine was helpless. Not immediately. And I want to be very clear with you, we are not saying, and never have said, that the railroad, specifically Will Deshazor, made a mistake at 2:26 from the timeline. We are all clear about that. Will's mistake was he did not intervene himself or not communicating, both, not intervening himself and not communicating with David Stinson.

So we're not claiming any negligence on the first incident. We are not claiming any negligence for the 2:26 phone call. It all starts after that, at 2:58 when Trumaine gets worse. That is when the world shifted.

We know that Tom was making phone calls from both ears. Trumaine can't speak. He is listless. He can speak to Tommy, but he is certainly not performing his conductor duties. This is a very weird situation. And in fairness to Tommy Connelly, he is in a bad spot. All right? Nice enough guy, but not equipped. Not equipped to handle the situation, in fairness to him.

And Trumaine starts to worry, oh, my gosh, it is happening to me again. He is cramping in his chest and cramping in his hand, he is cramping in his legs to a point when David Stinson arrives at the yard and walks on the engine, he went and looked at Trumaine, the first thing he thought, this is an emergency. That is what he told you.

It didn't become an emergency after the train stopped in the yard. I think that is probably fair. This had been an emergency for some time. I'm not blaming Tommy Connelly for not identifying and calling EMS. I'm blaming Norfolk Southern for not communicating with itself.

The single greatest loss in this case is Trumaine's ability to make a living. It is heart rendering to see what has happened. You know, he is such a humble, hard working guy. And his job at the railroad was -- I mean, y'all saw these guys. These are career guys. These are hard working, high paid jobs for guys with -- men with not too much education. I mean, you can leverage your ability into a career if you are able to show up and shut up and keep up and play by the rules.

And everything about Trumaine Moorer has indicated that he is that kind of guy. I only hope

that if ever I'm at trial and somebody inspects my life like we have looked at his that 20 people will continue to say the same thing about me. I don't think they would. What a great guy. Honest, hard working, intelligent and motivated. It is a tribute to Trumaine. He had a career in front of him.

And when Dr. Lina wrote the letter on August 2nd, 2007, that career ended. But, you know, y'all, it really didn't have to.

Allon Wright said, the vocationalist, who I thought was a real nice, honest guy, he said it is all about establishing a positive relationship with the employee. He's right.

Nobody established nothing with Trumaine. We are banging our head on a wall for years. Years. I know y'all know this, but I got to say it to you. May 2009 test. Passes it. What I tried to tell you is even though they didn't protect him when he got hurt, even though they didn't catch the train on the way back, it got worse. They still had a chance to fix this, right? Employ the guy. He is the poster guy for Norfolk Southern. He did nothing wrong. An unfortunate situation. Everybody. How about the railroad's vocational

expert who says -- I couldn't believe this guy -- their expert, unanimity among experts who are paid to pick him apart. Paid to pick him apart.

May 2009 he tests and passes.

June 2010, Dr. Lina qualifies him for those five jobs.

Do y'all understand that he sat there in limbo for 13 months? And I hope you all noticed what date Dr. Lina's deposition was. Did y'all see that? August 20th, 2000 -- the video we just saw -- August 20, 2009.

And I asked her how is this supposed to work.

And she kind of smuggly says to me, well, if the employee is interested, if he is interested in testing within the vocational department, coordinate with me.

And I said, well, has he tested?

Not to my knowledge.

Sixty days earlier Trumaine passed. It took her another eight months after I asked her that question in deposition to qualify Trumaine. It didn't have to happen.

Do you know what Mr. Wright said about that? It was a very honest answer. He said, that is not the way I do business. But that is the way Norfolk

Southern does business.

But, you know, I'm not even sure it is the way Norfolk Southern does business. They seem to be a conscientious, hard working group of people. Man, Trumaine has been treated bad, though. He's fallen in the cracks.

They accommodate Jeff Norwood to go to drill. They accommodate everybody on everything. They accommodate accommodating, work with and try to try to. At least that is the image that we get, right?

What about Trumaine? It has been five years. And this guy is going to come in here and tell us, we're still working on it. We have a reasonable expectation to find Trumaine a job.

I'm afraid the horse is out of the barn, y'all. Enough finally is enough.

At the same time Dr. Lina is not knowing that Trumaine is qualified, they start surveilling him. Trumaine keeps going. Summer of 2010 Allon Wright takes the job. Same guy. Summer of '11. I lost this when asking the question earlier. It says the Norfolk Southern computer did not capture Mr. Moorer. They didn't capture Trumaine when he went back to work. They didn't capture Trumaine on the route back from Orangeburg to Columbia. And they

didn't capture Trumaine while he has been struggling mightily to keep his head above water. He slipped through the cracks.

The replacement cost for his health insurance alone is $280,909 dollars. To date he is out of his pocket $195,088 in passing. And if you assume that he continues to work as a police officer, he's out of his pocket $610,758 in the future.

And the reason I think it is -- look, I can't tell you with certainty what Trumaine will be able to do. My job is different at times like this. I have got to do the best I can to show you so you can project what he is going to do.

And I will quote now the Defense expert on this, Ms. Cicero. What did she say about a person's future potential? What was the quote? The best evidence of what someone can do is what he is doing. He is making $25,000. I'm saying he's been making $25,000 for a long time. He just got his raise, almost $30,000. And if you compare a $61,000 conductor job with a $30,000 railroad job, the difference going forward is $610,000.

But what is important I think is you shouldn't be limited by that because there is ample evidence in this record that Trumaine could exceed $61,000.

He has management potential. He has unbelievable ability. And if you think that Trumaine could make more at the railroad then this number could be higher. But what I did is I tried to do the best I could to bring the experts in here to tell you what the numbers were, okay?

Out of his pocket, $1,086,755. They failed to protect and failed to intervene and failed helping Trumaine. He fell through the cracks.

Thank you.

THE COURT: Yes, sir.

MR. TECKLENBURG: Thank you, Your Honor. May it please the Court?

THE COURT: Yes, sir.

MR. TECKLENBURG: Counsel? Mr. and Ms. Moorer?

CLOSING STATEMENT

MR. TECKLENBURG: Ladies and gentlemen?

First of all, I want to thank you for your duty and all your patience this week. I know it has been a long week and I know that serving on a jury, having done so myself, it takes a lot out of you and it is a tremendous effort. Thank you. My client appreciates it. I'm sure Mr. and Ms. Moorer appreciate it. Everyone appreciates it.

You are here to try to resolve a difference between two citizens. And, ladies and gentlemen, there is a big, big difference between the way that Mr. Moss and his client see this case and how I and my client see this case.

I have used a lot of audio visual, and I'm going to do that in a minute, but sometimes it is perhaps better just to get down to what the allegations are and what the simple issues are.

And I have tried to do this with these three questions, because you are going to be asked to go back into the jury room and determine essentially these three things: Was the workplace reasonably safe? Was the return after the first incident reasonably handled? And, finally, was Mr. Moorer's second incident reasonably handled?

This last question is pretty important because there is a deficiency in the evidence I'm going to talk about in a few minutes that is going to be critical to your decision. It is going to make it hard.

Honestly, in the statement that you just heard, we really didn't hear much about the workplace being unreasonably safe.

That really is what this case starts and what

it is about. And you heard all about the P28. You know more about conductors now than you probably ever imagined. I told you you would. You have seen the videos. You know what they do. You know what pulling a lever is. You know how to couple and uncouple cars. You know from the various testimony of numerous witnesses how long it takes to do these various jobs, from Mr. Davis, from Mr. Connelly, Mr. Chavis, and Mr. Norwood. They all gave you the times that is required.

And really what it came down to, and hopefully you appreciate by this point, is that being a conductor is really pretty light work, particularly if you don't have a lot of industries to work. It is walking and it is dealing with mechanical equipment.

So in answer to this question, was the workplace a reasonably safe place to work, I submit to you, and I hope you will find that the answer is yes. We know it is low exertion. You have heard that from numerous witnesses. You know that self-paced allows breaks. You know that the work assigned on May 30 and 31, it was medium on the 30th, light on the 31st. You know about the heat safety policy. It is going to be in evidence. You

can review it for yourself. You know that the company encourages hydration and water and ice. You know now from Mr. Shea that the engine was hot -- was not hot.

Now, Mr. Shea got beat up on a lot of things, okay? It wasn't pleasant. But he's gone through a number of visits here and a number of schedules of prior proceedings. He has worked this case a long time. And he has charged a lot of money. But the one thing that he left with, that data that he generated, it is still all good. There is really no difference in riding in an engine and being outside.

And then finally something we didn't hear much about in Mr. Moss's opening, two men is enough. This job has been worked for over six years prior to this incident with no brakeman. So keep in context as you evaluate this issue, the reasonably safe return to work, how hard a job is he returning to?

Mr. Shea said if you work in a steel mill, yes, you probably would need to do something about a heat injury, but if you are working as a conductor, the standard is you don't.

What testimony did they offer to you that

industry and companies have some special program for heat injury? None. None. They gave you a person who knows a lot about sports and a lot about the military, Dr. Casa.

And Dr. Casa told you, yes, we need to acclimatize. But, listen, folks. Remember the cross-examination. He could not tell one industry that has adopted any of his standards. It just does not exist. And it is not reasonable to require it.

The second issue that you are going to have to deal with is was the return after the first incident reasonably handled.

And I'm going to get into some more detail on this in a minute, but you have heard from Vickie Carroll-White, Dr. Dantzler's certificate was without any restrictions. The hospital record was as clean as it could be. The Dantzler notes. They are only recommendations. All he is saying is no alcohol, no caffeine, consume water, and take breaks, all of which you can do working for Norfolk Southern.

Mr. Moorer told his doctor, he told his supervisor, and he told Nurse Carroll-White, I want to come back to work.

What they are asking you is to require that a company overrule their employee who wants to come back to work.

Remember, remember what I said to you when we started this case. We all come in here with common sense. You are all going to leave with it when you finish your work today.

Does it make common sense that when I come in and I have my certificate and I want to come back to work the company is going to say no, we don't trust your doctor, we don't trust the hospital record. That doesn't make sense. It is not common sense.

An employee wants to come back to work with their clean medical records, they should come back to work. That is exactly what happened here.

And then finally -- and we're going to get into this in some detail -- you know that the initial call, there was no fault asserted. And that -- by the way, that was a nice demonstration that Mr. Moss gave. But where the train was at specific times is disagreed to, as you recall. The witnesses were not straight on it. So don't take what you just saw at face value. Some consultant I'm sure prepared that.

So, this is your initial call. They are putting together the train. Mr. Moorer says, I'm going to go back to Columbia. I'm fine to go back. There is no EMS requested by the Plaintiff at any time. So when the situation was en route, they where 20, 25, miles away. You can figure that out when you go back in the jury room. But they were on their way.

So think about this. I'm on the interstate. I've got a friend of mine, a colleague that I work with, let's say I'm five, ten miles south of the rest area before I get to 77. The colleague I'm with starts having a heart attack.

The driver says, okay, let's stop. We'll just wait. We'll just wait on EMS in some rural area. That doesn't make sense. That doesn't make sense.

As I told you in the opening, a decision was made. There were two choices. One is to keep going towards Columbia at 49 miles an hour. The other was to stop and wait. They are both good choices. Neither one of them is negligent. They are both reasonable. They are both reasonable.

If we can start the slide, please.

So I told you -- if I can get this to work. I apologize. There we go. I told you about what

this case ultimately is about. That they claim we should not return and should not honor an employee's request to return to work, but say we should put restrictions on them when the doctor never did, his own doctor, okay?

You heard from Vickie Carroll-White. The medical department at Norfolk Southern does not have a physician or a nurse/employee relationship, okay? They review records. The Plaintiff claims that Norfolk Southern should not continue the train even though we know it is in a rural area somewhere -- somewhere between St. Matthews and the Congaree Swamp. We don't know where it is. And then finally they claim it is unsafe.

We know that they are also not suing for May 9th. And I want to talk about this. Keep that in mind. May 9th does play a factor in this. They are also not suing for, ladies and gentlemen, and I need to emphasize this to you, and I don't want to be in your way if you can't see the screen up here, but they also are not suing for the vocational efforts of Norfolk Southern. Okay? I'm going to back up over here. I want everybody to have an eyesight of this particular screen. They are not suing for a job, okay? This is not a labor case.

It is a case of negligence where they are claiming that Norfolk Southern was negligent in some way as a result of what happened on May 31st, either returning him to work or in the way the situation was handled on May 31st.

And in the end -- I told you at the beginning, and it is so important, the judge is going to instruct you about corporations, that they are treated as equal citizens. But in the end, really what this case is is a claim against Vickie Carroll-White for not doing her job, okay? They are claiming that she should have done something different when there was a clean bill of health. Against Will Deshazor, a very smart, highly motivated and quickly rising star in the company who cared about Mr. Moorer and came out and visited him on May 30th to greet him back. Against David Stinson, and we will talk more about him as well. And they don't say they are against Tommy, but they are against Tommy because they wanted Tommy to say we need EMS. They wanted Tommy to be a doctor.

Folks, we don't have doctors and nurses running on every locomotive. That is not how you run a business. You use your common sense. If you have an engineer who is right next -- a seat

away -- remember, a seat away -- he is listening to Mr. Moorer. Mr. Moorer is talking to him. He is communicating on what Mr. Moorer said.

And no witness, it has been very clear, Mr. Stinson, Mr. Deshazor, and Mr. Connelly all said Mr. Moorer never asked for EMS. Every one of them did. And why would they say that when that wasn't the case? What motivation would they have?

Of course, if there is a fire, you call 9-1-1. If someone wants EMS, you call them. It was never said. It was never said.

So we all know that on the return to work, Mr. Moorer told you, he told Mr. Deshazor he wanted to come back. He agreed with his doctor. He told his doctor he wanted to come back. He told Nurse Carroll-White he wanted to come back. Ms. Moorer, his own wife, wanted him to come back. Everybody is in agreement. Everybody is in agreement.

We have all seen this certificate. This is what the doctor handed him. And anyone who has been out of work a while, I'm sure you have seen these before. We also know that this note, that the medical department finally got after the fact, it does not make any difference. There is no restriction in here that would affect

Ms. Carroll-White's decision. Return to work, regular duties. That is what it says. RTW, regular duties.

So the person that is not on trial here is Dr. Dantzler, okay? They want to try to hold the medical department to a higher standard than his own doctor who is the one doing his physical and looking out for him.

And I have already told you they don't have a patient-physician relationship. And what they do and what they present to you is Dr. Casa. You remember him, he is the small, sort of bald fellow. He never met Mr. Moorer. He has never examined Mr. Moorer. And he is coming back playing the ultimate Monday morning quarterback. That is all he is doing. He is second-guessing Dr. Dantzler, the doctor on the ground. We don't use sports therapists. Employers don't bill hospitals. We work. We run a business.

And in this case, where the work is not too hard, the level, as I said, there is no industry that has ever adopted anything Dr. Casa said. So red herring number one. And there are a bunch of these. Red herrings? It is an expression in the legal world of something that is thrown at you but

in the end it makes no difference.

This Fee for Service Manual? May 30 was an uneventful day, okay? The field test, it wouldn't have revealed anything. Don't be misled by the field test that they have been talking about.

Use your common sense in evaluating this. Clean return to work. Clean medical notes. Vickie Carroll-White acted reasonably.

So, we have the May 31 incident. We have all seen the timelines. We know that they had a discussion. We know that Mr. Moorer does not fault management. 2:58, Mr. Connelly and Mr. Deshazor have the call. No request for EMS.

And, by the way, when you look at those records, those cell phone records and those one minute calls, there are dropped calls going on there, okay?

Mr. Moss, he is a great cross-examiner, I am not going to take that away from him, but when he has a witness on the stand, one minute, did you say he was worse? The next minute, he says he was worse. Do you think those people really remember every conversation five years from now? Sure. He said he was worse, but the chances he said it three times, no.

Connelly conveys Mr. Moorer's communications who knows the situation best. And this is really important. There is a phone call at 3:21. You are going to see it on Mr. Stinson's cell phone records. Okay. Engineer Connelly called Stinson at Andrews Yard twice calling every three minutes.

What is the importance of that? Remember all this emphasis about how Mr. Deshazor is talking to Mr. Connelly and Mr. Connelly at 2:58 is telling Mr. Deshazor that Trumaine is getting worse. Okay, that is true. Folks are sitting here five years later. Mr. Stinson, he doesn't remember Mr. Deshazor telling him that. That is okay. That is okay. It is your job to listen to all the witnesses and determine who said what. Okay?

But what is important is at 3:21 Mr. Stinson calls Engineer Connelly directly. They talk. So anything that Mr. Deshazor and Mr. Connelly said, it really doesn't matter because Mr. Connelly is talking to Mr. Stinson at 3:21. He is giving them an update.

Now, maybe he didn't say Trumaine is feeling worse, but the one thing we do know that was said is, we don't need EMS.

Mr. Stinson said, hey, can I meet you

somewhere? Do you want to stop at Atlas Road?

Mr. Connelly said, no, we'll just keep riding in. I can get as fast to you as you can get to me. Okay?

This is a critical call because at that point Stinson is told again, we don't need EMS.

So anything that Deshazor didn't tell Stinson doesn't make any difference because Mr. Stinson is talking to Mr. Connelly.

So, the offer was made to meet the train. Apparently a decision was made. Equal decisions, folks. People running to the yard, we'll stop in the middle of nowhere, they are both good decisions.

They ran the last 25 or 30 minutes, or whatever you determine the number of miles is based upon the records.

Now, they talked about St. Matthews and all that. We don't know whether the train really was at St. Matthews, beyond St. Matthews. The testimony is very unclear, okay? And I would submit that the train is past St. Matthews, you can't back it up, so I don't know where we're going there.

Dropped phone calls. Again, the number of

phone calls that have been discussed, you can see from the records they have dropped. We have just talked about the Stinson-Deshazor communications and how that is a red herring because Mr. Connelly talked to Mr. Stinson.

And then finally, and we didn't hear much about this, but the timing of the 9-1-1 call at Andrews Yard.

Remember, the train got there, the train passed the scanner at 3:49. 9-1-1 was dialed at 3:56. The fire department -- those would be first responders, okay -- showed up at 4:03, only seven minutes later.

So the question is, if EMS was called late, what has that caused? What expert, what doctor has come to you and said that seven minutes being late, EMS should have been sitting at the Columbia yard. How has that affected Mr. Moorer? We don't know. We don't know. They are asking you to speculate.

And, remember, the Plaintiff always has the burden of proof. They have to prove to you the liability, the cause and the damages. And we'll talk about that some more in a minute.

So on the May 31 incident, we went through the various options. And at the end you will have to

use your common sense whether these are equal options. I submit to you they are, but it is your decision. Use your common sense.

We all know one thing. They all came up here. They all sworn under oath. And they all care about Mr. Moorer. Okay? So why would they have done anything to hurt him? We know they wouldn't. They all acted in good faith. We know that too.

So, then we look at safe place to work. You've heard all about the safety policies. You've heard all about the heat. And there is one thing that Mr. Norwood testified about that I hope you caught up on.

I asked Mr. Norwood, did you go to classes with Mr. Moorer?

Yes we attended the same classes.

I asked, did you see a heat video?

Yes, we saw it.

They even got training down at McDonough, Georgia. We all know about the self-pace work. We know about the history of the job being conductor only. We know that the training was done properly. And he testified overall, Mr. Moorer said it was a safe workplace.

And we also know Mr. Deshazor, if Mr. Moorer

had any discomfort in the ability to handle the job, he could have asked for help.

You saw the exhibit about the train assignments. Five or six months out of seven years, other than that, it has always been conductor only.

We all saw the work loads. We know the work loads were below normal. Three industries on the 30th, two industries on the 31st. Roger Davis called the work on the 31st a number one in difficulty out of ten. You'll have that back there too.

You saw the various differences and the number of hours, but the long and short of it, the amount of walking and the industries he worked are a couple of hours a day.

Now, you also heard from the experts, Mr. McClanahan, Ms. Cicero, and Mr. Shea, that these are all low exertion levels. In short, the low exertion levels also and light assignments create a safe workplace.

When they are thinking of returning Mr. Moorer back to work, they knew the job he has, okay? It is a conductor job. He is not going to a steel mill. The conductor job is a safe place to go back

to work after having an isolated heat injury that started at home. And it may not have been a heat injury. We'll talk about that some in a minute.

You have heard about engine heat. We didn't hear much about that recently, but they talked about it in the opening. Engine heat has nothing to do with this case. The only evidence is that it is insignificant. Both Dr. Lina and Mr. Shea have testified to that.

So on liability, use your common sense. I submit it will lead to the right result. The return-to-work determination was reasonable. Vickie had the evidence that she needed to make her decision. It was all clean. The workplace was safe.

And, finally, the employees handling the illness on May 31st were all acting in good faith. You bet they would have asked for EMS if Mr. Moorer was asking for EMS.

Now, that leads to a little interesting question that you are going to have to deal with when you are back deliberating. You will get a verdict form. And on the verdict form when you reach Question 2, it is going to ask you: Was the Defendant's negligence a legal cause of the

Plaintiff's injuries. Okay? And the judge is going to tell you what legal cause means.

I would submit to you -- now, what Vickie did is one thing, Ms. Carroll-White did is one thing, okay? We know about her work. But if you think Ms. Carroll-White did her job, I would submit to you that you are going to be unable to go past Question 2.

And the reason is there is no evidence that the failure to render aid caused Mr. Moorer not to be a conductor anymore. Where is the evidence that stopping in St. Matthews would have prevented him from getting rhabdomyolysis? Where is the evidence that stopping on one of the roads, Atlas Road, would have prevented him from getting rhabdomyolysis? There is no position, no medical opinion that will link the delay in aid that they are alleging to any -- to damage. They cannot say had he gotten treatment sooner he would have never had rhabdomyolysis. Have you heard that from any doctor? No. Okay.

And when you don't have causation, you don't get past Question Number 2. Mr. Moorer applying to his own theory. He was going to the hospital either way. He needed help, right? He is in a

dire circumstance. He is cramping. That is their theory. If that is the case, he was going to the hospital either way. And it is your obligation in applying the law to determine that being late to the hospital caused him to be -- caused the rhabdomyolysis, okay? Remember, he was already cramping up, he was feeling bad, he was going there anyway. So causation is going to be a stumper.

Now, Red Herring Number 4, and this is a big one, the vocational program. I have told you he is not suing for that. Mr. Moorer's testimony -- and you'll need to remember this, it was a few days ago -- but he said, I have not talked to Ms. Lafon, the person who was there before Mr. Wright. And, in fact, you remember this letter that I put up when I was examining Mr. Moorer. And I asked him whether he had taken advantage of the outside vocational counselor. I asked him whether he had taken advantage of the nurse case manager. That letter will be back there.

And what was his response? He didn't take them up on it. He did not offer -- did not take the offer of a vocational rehab counselor.

There is no evidence that he is giving you that he was actively -- once he got that approval

in 2009, where is the evidence that he was applying for jobs? It said to go to NSCORP.COM. There is no -- there is no evidence that has been put in that he's been applying for jobs. Okay?

Now, I'm not going to say the vocational efforts of Ms. Lafon were perfect, but it is a two-way street, folks. If you are offered vocational opportunities, you need to pursue them. I'm glad that Mr. Moorer and Mr. Wright are now talking, and I am very hopeful for him in the future.

Irrespective of what you think of the vocational efforts, it is a distraction. They are not suing for a job. This is not a labor case. It is a case in which they are alleging negligence.

The damages in this case are unusual. There are no real long-term damages claimed, okay? He seems to be in good health. He's told you that. He's had no doctor visits since 2007. And at best he's fine; at worse, he has to be prudent in what he does.

The recovery was good. You will see in the medical records that on May 31st at 7:15, remember he got there at 4:50 -- the cramping had stopped, he was feeling good, or better.

We know that he's been successful in working. He's created his own family business. And the surveillance, that isn't fun. I didn't enjoy playing it. But Norfolk Southern didn't know he was employed. They were just checking up on him. Okay? It is what happens when people sue you. You want to know if they are making money. That is all that was going on.

So these are -- you are going to have back with you the temperatures on these days. It was hot, 88, 90. It was warm on the days he had surveillance done.

We all know that he's been successful as a police officer. He passed the course. We all know that he's been working at Kinder Morgan switching rail cars. We all know about that.

But, folks, when you get to damages, particularly future wage loss, there is an unlikely assumption. They assume he would be a railroad employee for the next 22 years, a job which he knows requires a lot of travel and you are on call. You also know that about three weeks prior to this accident on April 15th when he took the day off he started applying for jobs. Okay? He is a job hunter. He moves. He moves on. So that is a big

assumption you are going to have to get over to grant what they are asking for.

And, by the way, I didn't mention it, and it is important. I put up these damages slides. You don't reach damages if you don't get past liability and cause. Okay? I'm only going over this in the event for some reason you find Norfolk Southern negligent, which I would submit to you they did what they should have done in this case.

He has held seven jobs in ten years. Seven jobs. You have heard from all of these experts, okay? Mr. Johnson, who was paid money himself, he made an assumption about the 22 years, he made an assumption about not using wages from furloughed employees. And his first opinion was the job would only -- the mitigating wage was only $25,000, and he changed his opinion and raised it to $30,000.

So Mr. Moorer earned $11,283 in three months at Kinder Morgan. We know he has the potential of earning $45,000 a year. He now earns $29,450. He works averages of 20 plus hours a month overtime, which is around $35,000. Instead, the economist, with all the numbers, picks a fictional number. He gives you $30,000. Garbage in, garbage out.

Now, McClanahan, who is another expert Mr.

Moss has used over the years, he first says he can only have sedentary work. Then he changes his mind. His says he can only make $20 to $30,000. But that is not what the facts revealed in this case. Ms. Cicero, on the other hand, identified jobs making $30 to $80,000. Mr. Wright told you he was looking for jobs for Mr. Moorer paying in the mid 40s.

So at the end of the case you get to decide what you believe Mr. Moorer's offsetting wage is based on the opinions and facts. He has potential. You've heard that from everyone. He has earned nearly $45,000 a year at Kinder Morgan.

So I would submit the potential wage used by the economist, $61,809, you could come up with an offsetting wage of $50,000 if you reach damages. You have to multiply that by times his life span of 22 years and then reduce it to present value. And the judge is going to tell you all about that.

Likewise, the benefits. The economist said $14,083. I would submit the Kinder Morgan offsetting wage of $12,443, basically 1640 times 22, again, if you reached -- if you even reached future damages.

So, was May 31 a new injury? Dr. Casa says

no. If May 9th never ended, then Mr. Moorer's negligence from the first incident must be considered. Okay? If it is a continuation, you have got to remember what happened May 9th. He was ill all night. He showed up to work. And he did not tell anybody.

Mr. Moorer does not remember eating. Ms. Moorer complained to Mr. Moorer. And Mr. Britt, Mr. Britt never learned. And in that rule book you have to report your illness.

On this form, if you get to damages, you have to decide whether Mr. Moorer was negligent in any way and put in the percentage. I would submit May 9th was the first event. It continued on. Okay? He was negligent for coming to work on May 9th.

Next is aggravation. If you find that the May 31 event only aggravated the May 9 condition, you are required and you will see in your charge to reduce your damage as a result of an aggravation of injury. Okay?

And then finally a pre-existing condition. Dr. Lina testified that she believes he has an underlying condition. Remember, it doesn't add up. That is what she said. The ER doctor said it is

unusual this should occur again.

If you look at the ER Exhibit 75, it says it is unusual that this should occur again when it is not so hot outside. This is strange, folks. It is 78 degrees, a heat injury; 88 degrees, a heat injury. Common sense. Something is going on that it is different with Mr. Moorer.

So if you find he had an underlying condition, no damages exist, it is a pre-existing condition. If you find a pre-existing condition only caused part of the damages, then you reduce any award you make.

So you have a lot of things you need to think about and a lot of flexibility even if you even reach the question of damages.

In the end, folks, remember this. On the damages, you don't even get to those once you get past -- until you get past the negligence and causation questions. And if you think that Ms. Carroll-White did her job, I would submit it is going to be hard to find any evidence that the slow failure to render aid that they are alleging and their failure to stop the train after St. Matthews or whatever, there is no doctor -- there is no doctor that says that that caused the

rhabdomyolysis. According to them it was already a big problem. According to them he needed help now. He was going to the hospital anyhow, according to them. Okay?

And if that is the case, then the failure to render aid or the slow rendering of aid didn't cause his problem, because their whole damages case is based on Dr. Lina. They have no evidence that Dr. Lina would have made up her mind differently. She had two events of rhabdomyolysis in three weeks, a very, very unusual event. And she disqualified him as a result.

Ultimately, the facts are for you to determine. I tell you and believe that the common sense approach, think of your common sense when you think of all these facts, it will lead to the right result, and I ask you to reach a true, impartial and fair verdict.

Thank you. And grant a verdict for the Defense. Thank you.

FINAL CLOSING STATEMENT

MR. MOSS: I have 18? Thank you.

You don't have to guess about what Mr. Stinson said. I can tell you.

Question: Because if you are in charge of the

situation and the person talking to you on the train knows that Trumaine is getting worse, you have got to have the information if you are going to intervene and help the man if he needs it, right?

Answer: Yes.

He is talking about Will Deshazor.

Mr. Moorer, if there is any doubt, is an employee of Norfolk Southern. Is. Not earning wages. Because he is medically disqualified by Norfolk Southern. Had he qualified -- had he been placed in one of these jobs he would be an active employee, but when you are not an active employee your health insurance ends. So technically he has employment status, which is the reason Mr. Wright is still here, but he falls under the too tall, too little, too late. So he is an employee not earning wages.

What happened in this case, it is really not unexplained. This is what got the whole thing going, y'all, right? Trumaine puts on a rain suit on a very humid, 80 percent humidity day and has a problem, the same day Forrest Britt does, okay? That is what started this.

It is easily explained when you look at he was

wearing protective clothing in a very humid, although not that hot day. But what started there needed to be managed properly. That is all we're saying. And I want to be very clear, because I don't like it when I'm misrepresented. I am not blaming Ms. Carroll-White. He said ten times I'm blaming Ms. Carroll-White. I'm not doing that. We're not doing that. We got bigger fish to fry. There was no emergency action plan to be sure that Trumaine got handled properly.

All that Dr. Dantzler note. She didn't have the note. Okay. Dr. Lina got involved after the fact, which she needed to be involved earlier. I have got a problem with Dr. Lina. I don't have a problem with Nurse Carroll-White. I never had a problem with her. She tried hard, did the best she could. The process was failing, which was the first time Dr. Lina, for some reason, never got involved.

You are going to be asked to find in this case if I have met my burden by a preponderance of the evidence. If these guys match -- if they match right now, we lose. We win. There is a lot in there. That is heavy. One more piece of paper, 51 percent preponderance. Not beyond a reasonable

doubt. We win. If it is a $10 case and we have got that much, we prove the evidence by that much, we get $10. That is preponderance. It is a civil case.

The railroad has a duty to provide a reasonably safe place to work. I've been saying the whole trial we've got -- we sued for two reasons. If y'all find on behalf of Mr. Moorer for either reason -- I am going to say that again -- if you find on behalf of Mr. Moorer for either reason by a preponderance of the evidence, you check yes. Simple. This isn't hard at all.

The next question. Was the Defendant's negligence a legal cause of Plaintiff's injuries.

I want to take you to a place you have never been before. It is called the FELA. There is the standard. Negligence is a legal cause of damages if it plays any part, even the slightest, in bringing about or actually causing the injury or harm.

This is not South Carolina law or Georgia law or anything you have ever seen before. Because it is a railroad case, it is the FELA.

So, if we prevail on either one of our theories by that much, and if that negligence plays

any part, even the slightest, you check yes. So far, so good?

Then you have got this. And I am not going to repeat it. Everything that they are pinning on Trumaine comes from an event that we have never taken issue with, we have never raised, wouldn't say a word about. It is not in the case. May 9th. He told you he was going to do it and he did it anyway.

Then you add them up. Were they negligent. Of course they were. On either count were they negligent. Yes. Yes. Was Trumaine negligent. No. Never.

The judge is going to tell you that the Plaintiff must be provided with a reasonably safe place to work and the duty increases as the risk to the employee increases. The greater the risk of harm, the greater the required level of care.

If this was a broke leg case, it could be different. We know that these heat injuries are potentially life threatening. The duty increases as the potential for harm increases. They had a duty to provide a reasonably safe place to work in the context of a life threatening injury. That is a high duty.

And if they breach that duty and it played any part, even the slightest, in causing his injury, you check yes, and you check yes.

They had a duty to provide prompt medical assistance when an employee to the employer's knowledge -- Stinson, Deshazor -- becomes so seriously ill while at work as to render him unable to obtain medical aid or assistance for himself.

Trumaine never placed a phone call. Tommy Connelly became Trumaine because Trumaine couldn't be Trumaine. The duty is triggered right here in the law. And if they failed by that much and caused or contributed in whole or in part, you check yes to negligence.

I said protect you a bunch in this trial. Railroad language. They have a duty to inform and protect employees. This is not a railway case. This is railroad and its employee. They have the duty to inform and protect. If they fail to protect by that much, then caused or contributed in whole or in part, we win.

The damages in this case are the loss of health insurance, the past lost wages from May 31st to today, which is already been calculated for you. Net after taxes. So please don't

recalculate. I brought Mr. Johnson, Dr. Johnson in here to do it for you. He took out all the taxes as he was supposed to. He compared what Trumaine has earned versus what he would earn and came up with a number. Future lost wages stays the same. He came in here to reduce the present value, take out taxes. It has all been done.

But the judge is going to tell you that compensation is the only proper means to make Mr. Moorer whole. I told you in opening statement that the harms -- the money must equal the harms and losses and that you cannot use anything besides the harms and the losses when coming up with a verdict for Mr. Moorer. Compensation means balance. You are compensated at work in proportion to your pay. You don't work a full day and get paid for a half day. Your employer pays you to balance your amount of work. Full day's work for a full day's pay.

So, in this case, the only thing for you to consider, not emotion or prejudice, is the amount of harms and the amount of losses to Mr. Moorer.

If you award a substantial verdict to Mr. Moorer, you can go home and explain to your spouse, they will say, what in the world are you in? All you did is make the harms match the losses. I do

not want your emotion and, by gosh, please don't you dare let sympathy creep into this. He doesn't want your sympathy. He doesn't need it. He is proud. And I cannot tell you how proud I am to represent Trumaine and Athena. Sympathy is not a safe visitor in this courtroom. But justice, full justice. One dollar less than full justice is by definition injustice. No emotion. No extraneous ideas. You have to balance the harm and the loss.

I told you in opening statement that I thought that a verdict of $1,250,000 was appropriate. Slightly more than a million dollars of lost wages, a few for health insurance. I don't pretend to know what the right amount for pain and suffering is. The enlightened conscience of the jury is the only proper guide for pain and suffering. But it is not y'all's -- it is not the physical pain that Trumaine went through. I mean, we put up the medical record and say he quit at 7:00 o'clock. I mean, come on. He has been doing this five years. Five years. Frustration. Struggling. Emotional. Hard. Troubling problems. He has never been anything but disqualified by the railroad. Damaged goods. At least in their minds, not in mine, not in Athena's. Tough. They are going to survive it.

They will abide by your verdict.

It is a beautiful system we have. I am so proud to be a part of it. And I think you all have brought a very interesting mix this week. You have seen it work.

All we can ask you to do is check yes to negligence if you find that any of our allegations were sustained by that much, did they cause or contribute even the slightest to Mr. Moorer's injuries. A million dollars plus a little bit of change for wages and y'all figure out the pain and suffering.

You are the enlightened conscience of the community here. You work hard, but it is working. It is a lot at stake.

We cannot thank you enough for your time. We all worked hard together. And you are about to take this. And you have two jobs.

Your first job obviously is to fill that out. What is the other job? You have got to talk to each other. Right?

People say, why do you feel that way? You have got to speak to each other. You have got to tell each other why the railroad doesn't provide Mr. Moorer a safe place to work. You know the

answer. You have got to talk to each other and tell them that this negligence caused or contributed in whole or in part to Mr. Moorer's injuries.

And if you want to award $1,250,000, you have got to explain to each other why. I think you know why. I think you know why.

I'm done here. And I want to thank you again for your time. I am going to tell you Mr. and Ms. Moorer can't tell you enough how much they appreciate you sitting and deciding this.

Thank you.

THE COURT: Ladies and gentlemen of the jury, we have been going about an hour and 20 minutes. It is probably going to take me about 30 minutes to read the jury charge, the law. I'm inclined to let you all stand up and stretch or run and get a quick bathroom break because it will take probably about 30 to 40 minutes to read my jury charge.

All right. I'll let you take about five minutes, and then as soon as you all finish we'll be ready to start back. All right.

(WHEREUPON, the jury retires to the jury room at 3:06 p.m.)

THE COURT: All right. I need to take a break

38 and that was September, so I didn't know if he was 39. So he is still 38.

MR. JENKINS: And, Your Honor, as soon as you finish reading we'll have the opportunity to protect the record to restate the objections. I think we have to do that after they are read.

THE COURT: That is fine. And did you get the court reporter the -- you were going to enter your objections.

MR. JENKINS: I gave her my extra copies. And I don't know if the ones that I did five months ago are still around or not, but it is the same ones.

THE COURT: Okay. But you entered them?

MR. JENKINS: I did.

THE COURT: And if y'all need to run to the restroom, why don't you do it real quick.

(WHEREUPON, a break was taken.)

THE COURT: Are you ready to bring them back in? You can bring them in.

(WHEREUPON, the jury came into open court at 3:17 p.m.)

THE BAILIFF: The jurors are all present, Your Honor.

JURY CHARGE

THE COURT: All right, ladies and gentlemen of

the jury, you have heard all of the evidence, the arguments of the parties, and it is now time for me to instruct you or charge you as to the law.

I remind you that during this trial you and I have certain duties to perform. As the trial judge it is my responsibility to preside over the trial of this case. And I also have the duty to rule on the admissibility of evidence offered during this trial.

You are to consider only the evidence before you. If there was any testimony ordered stricken from the record during this trial, you must disregard that testimony. You are to consider only the testimony which has been presented from the witness stand, any exhibits which have been made a part of the record in this case, and the stipulations of counsel.

I have the additional duty to charge you the law applicable to this case. It is your duty as jurors to accept and apply the law as I now state it to you. If you think you have any idea as to what the law is or what the law ought to be and it does not agree with what I tell you the law is, you must forget that idea because you are sworn to accept the law and apply the law exactly as I state

it to you.

In every case tried in this court before a jury, the jury becomes the sole and exclusive judge of the facts. A trial judge cannot comment on or make any statement about the facts in a case. Since you are the sole judges of the facts, do not think by anything I have said during this trial that I have an opinion about the facts in this case. The law does not allow me to have an opinion about the facts.

The burden of proof in this case is by a preponderance of the evidence. A preponderance of the evidence simply means the greater weight of the evidence. It is evidence which as a whole shows that the facts sought to be proved is more likely true than not true.

This can be illustrated by imagining a set of scales. When the case begins, the scales are even. After all the evidence has been presented, if the scales remain even or even tip even slightly in favor of the Defendant, then the Plaintiff has failed to meet the burden of proof and would not be entitled to recover in this case.

If, on the other hand, the scales tip even slightly in favor of the Plaintiff, the Plaintiff

will have met the burden of proof and you should return a verdict for the Plaintiff.

The preponderance of the evidence is not determined by the number of witnesses. Instead, it is determined by the greater weight of all of the evidence.

There are two types of evidence generally presented during a trial. That is, direct evidence and circumstantial evidence.

Direct evidence is the testimony by a person who claims to have actual knowledge of a fact, such as an eyewitness. It is evidence which immediately establishes the main fact to be proved.

Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact. It is evidence which immediately establishes collateral facts from which the main fact may be inferred.

Circumstantial evidence is based on inference and not on personal knowledge or observation. It is proof that doesn't actually establish the fact in question but that asserts or describes something else from which you may reasonably infer the truth of the fact or at least reasonably infer an increase in the probability that the fact is truth.

For circumstantial evidence to be sufficient to warrant the findings of a fact, the circumstances must lead to that fact with reasonable certainty. The facts and circumstances should be considered in light of ordinary experience and common sense.

The existence of a fact cannot be based on speculation, surmise or conjecture. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence, nor is a greater degree of certainty required of circumstantial evidence than of direct evidence.

During the trial, testimony was presented to you by deposition. A deposition is a document containing sworn testimony given by a witness outside of court in the presence of lawyers for each party who may ask questions of the witness.

This testimony is entitled to the same consideration and is to be judged as to credibility and weighed by you in the same way as if the witness were present and gave testimony which was read or played to you from the witness stand. It is for you, the jury, to determine the effect, value, weight and truth of the testimony given in

the deposition.

Expert witnesses. The rule of evidence ordinarily does not permit witnesses to testify to opinions or conclusions. An exception to this rule is for witnesses we call expert witnesses. A witness who, by education and experience, has become an expert in some art, science or profession may give an opinion as to the subject the witness claims to be an expert in and may also give the reason for the opinion.

You should consider an expert opinion given by a witness and, like any other evidence, give it the weight you think it deserves. If you decide that an expert witness's opinion is not based on sufficient education and experience or if you decide that the reasons given in support of the opinion are not sound or that the opinion is outweighed by other evidence, you may disregard the opinion entirely.

An expert witness's testimony is to be given no greater weight than that of other witnesses simply because the witness is an expert. And you do not have to accept an expert's opinion even though it is uncontradicted.

Necessarily, you must determine the

credibility of witnesses who have testified in this case. Credibility means believability. It becomes your duty as jurors to evaluate the evidence and determine which evidence convinces you it is true.

In determining the believability of witnesses who have testified in this case, you may believe one witness over several witnesses or several witnesses over one witness. You may believe a part of the testimony of a witness and reject the remaining part of the testimony of that same witness. You may believe the testimony of a witness in its entirety or reject the testimony of the witness in its entirety. You may consider whether the witness has an interest in the result of the trial, whether the witness is prejudiced towards either the Plaintiff or the Defendant, the opportunity for the witness to have seen the matters and things about which the witness may testify, and the way the witness acts on the witness stand.

Ladies and gentlemen, the parties have presented their evidence in this case and made their closing arguments. The arguments of the attorneys are not evidence in this case. The statements and arguments are meant to help you

understand the evidence and apply the law to the evidence. You should disregard any remarks, statement or argument which was not supported by the evidence presented during the trial or the law that I have explained to you.

In our courts, no distinction is made between corporations and individuals. A corporation is a person in the eyes of the law. A corporation is entitled to the same fair and impartial consideration and to justice by the same legal standard as an individual.

Any negligent act or omission of an officer or employee or other agent of the corporation in the performance of his or her duties is held liable in law to be negligent of the corporation.

Similarly, knowledge held by officers, employees and other agents of a corporation acting within the scope of their duties is deemed to be knowledge of the corporation itself.

Therefore, wherever mention is made of the Defendant either doing or knowing or not knowing or doing, this means the Defendant by way of his officers, agent, and employee is acting within the scope of their employment.

In this case, the Plaintiff's claims against

Norfolk Southern Railway Company are asserted under the Federal Employer Liability Act, also referred to as the FELA, or FELA.

Under that act, every common carrier by railroad which engaged in interstate commerce is liable in damages to any of its employees who are injured as a result of the railroad's negligence.

It is agreed that, at the time and place alleged in the complaint that the Defendant Norfolk Southern Railway Company was a common carrier by the railroad engaged in interstate commerce; that the Plaintiff, Mr. Moorer, was an employee of the Defendant engaged in such commerce; that the Plaintiff's duties of employment for the Defendant was in furtherance of interstate commerce; and that the Plaintiff's right, if any, to recover against the Norfolk Southern Railway Company in this case is governed by the provisions of the Federal Employers Liability Act, or FELA.

Section One of the Federal Employers Liability Act under 45 USCA, Section 51, under which the Plaintiff claims the right to recover damages in this action, provides in part that:

Every common carrier by the railroad, while engaging in commerce between any of the several

states shall be liable in damages to any person suffering injury while he or she is employed by such carrier in such commerce for such injury resulting in whole or in part from the negligence of any of the officers, agents or employees of such carrier.

It is agreed that at the time and place as alleged by the Plaintiff, the Defendant was a common carrier by the railroad engaged in interstate commerce; that the Plaintiff was an employee of the Defendant; and that at the time of this employment the Defendant was engaged in such commerce and that the Plaintiff's right, if any, to recover in this case are governed by the provisions of the Federal Employers Liability Act.

The basis of the Defendant's liability, if you so find, is negligent and not based on the fact that the injury occurred. The Defendant has a duty to provide its employees a safe place to work.

The Defendant's duty to provide a safe working environment extends only to foreseeable dangers or risk. Reasonable foreseeability of harm is an essential factor to determine negligence in a FELA claim.

Foreseeable risks are those general risks or

as hazards that the Defendant had a reasonable way of knowing existed and were of the type that caused the Plaintiff injury.

The Defendant has a duty to provide employees with a safe workplace, but this duty is not absolute. The Defendant has the duty to exercise reasonable care that is proportionate to the reasonable anticipated dangers under the circumstances known at the time.

In determining whether there has been negligence, you must decide whether the Plaintiff has proven by a preponderance of the evidence that the Defendant breached its duty.

The Defendant breaches its duty when it fails to observe the degree of care that people of ordinary prudence and judgment would use under the same or similar circumstances.

If you find there is no reasonable ground to anticipate that a mishap and injury of some kind would occur, then the Defendant was not required to do anything to correct the condition.

Under the Federal Employers Liability Act, it is the continuing duty of the Defendant Railroad to use reasonable care and under circumstances in furnishing the Plaintiff with a reasonably safe

place in which to work.

This does not mean that the Defendant is a guarantor of the Plaintiff's safety and that the mere fact that an incident happened standing alone does not require the conclusion that the accident was caused by anyone's negligence.

The extent of the Defendant's duty to exercise reasonable care under circumstances to see that the place in which the work is to be performed is reasonably safe.

The Defendant has a duty to furnish the Plaintiff with a reasonably safe place to work, increasing as the duties of the employee increases. The greater the risk of harm, the greater the required level of care.

Under the Federal Employers Liability Act, the railroad cannot delegate this duty to another person or corporation. Furthermore, the railroad is not relieved of its duties to provide a reasonably safe place to work by the fact that the employee's work at the location in question is fleeting or infrequent.

The Plaintiff was entitled to assume that the Defendant Railroad had taken reasonable precautions to eliminate potential hazards at the work site.

In FELA cases, an employer has a duty to render prompt medical assistance when an employee, to the employer's knowledge, becomes so seriously ill while at work as to render him unable to obtain medical aid or assistance for himself.

To trigger the employer's duty to render aid, the employee must show that his condition is such that he is in imminent, immediate danger of loss of life or of great bodily harm.

A railroad has a duty to provide a safe place to work even when they are required to go onto the premise of a third party over which the railroad has no control.

If a railroad learns or should learn of a potential workplace hazard, it must take reasonable steps to investigate and inform and to protect its employees.

The railroad has a continuing duty to provide sufficient manpower to allow the employee to complete the work in a reasonably safe manner.

A railroad need not have foreseen the precise form of the injury that occurred as long as a reasonable person should have foreseen that an injury may occur from the circumstances within the railroad's knowledge. I will read that again. I

kind of fumbled through it. A railroad need not have foreseen the precise form of the injury that occurred as long as a reasonable person should have foreseen that an injury might occur from the circumstances within the railroad's knowledge.

The Defendant must guard against those risks or dangers of which it knew or by the exercise of due care should have known, in other words, the Defendant's duty is measured by what a reasonable, prudent person would anticipate or foresee resulting from particular circumstances.

Negligence and causation defined. These terms will be defined by the Court for you as follows:

Negligence is a failure to use reasonable care. Reasonable care is that degree of care that a reasonably careful person would use under like circumstances. Negligence may consist either of doing something that a reasonably careful person would not do under the circumstances or in failing to do something that a reasonably careful person would do under like circumstances.

For the purpose of the action, negligence is a legal cause of damage if it plays any part, even the slightest, in bringing about or actually causing the injury or damage.

So if you should find from the evidence in the case that any negligence of the Defendant or its employees contributed in any way towards any injury or damage suffered by the Plaintiff, you must find that the injury or damages were reasonably caused by the Defendant's negligence.

FELA causation. If you find by a preponderance of the evidence that the Defendant was negligent, you must then consider whether this negligence caused or contributed to the Plaintiff's injury and damages.

The Defendant caused or contributed to the Plaintiff's injury if it resulted in whole or in part, no matter how small, in bringing about the injury.

The mere fact that an injury has occurred does not necessarily mean that the injury was caused by negligence.

The Plaintiff must show by a preponderance of the evidence that the Defendant's negligence played at least some part in bringing about the injury.

In reviewing the evidence on this point, as with all issues in the case, you should use your common sense.

Causation. This does not mean that the law

recognizes only one cause of an injury or damage consisting of only one factor or thing or the conduct of one person.

On the contrary, many factors or things or the conduct of two or more persons may operate at the same time, either independently or together to cause injury or damage. In such case, each may be a cause for the purpose of determining liability.

The railroad is said to have notice of an unsafe work condition if it actually knows or reasonably should have known of the unsafe condition.

At all times the Defendant had a right to anticipate that the Plaintiff would take ordinary and proper precaution to protect and safeguard himself. The Defendant had a right to assume that the Plaintiff would exercise reasonable care for his own safety and that the Plaintiff would obey safety rules, guidance and practices. An employee is not liable for failing to anticipate an employee's lack of reasonable care.

The fact that the Plaintiff's job would or might have been easier if the Defendant assigned more work and crew does not by itself create an unreasonably unsafe work environment or constitute

negligence on the part of the Defendant.

Consistent with my prior instructions that under FELA the phrase "reasonably safe place to work" does not mean that absolute elimination of all theoretical dangers but the elimination of those dangers that could be removed by the exercise of reasonable care on the part of an employer.

Contributory negligence. If you find the Defendant's negligence played a part in bringing about the Plaintiff's injuries, you must consider the Defendant's argument that the Plaintiff should share responsibility for his own injury.

Section 3 of the Federal Employers Liability Act provides in part:

In all actions brought against any common carrier by railroad to recover damages for personal injuries to an employee, the fact that the employee may have been guilty of contributory negligence shall not bar a recovery, but the damages shall be diminished by the jury in proportion to the amount of negligence attributed to such employee.

The Defendant must prove two things in order for you to consider the Plaintiff's contributory negligence, if any. First, that the Plaintiff was negligent; and, second, the Plaintiff's negligence

caused or contributed to his own injury.

If the Defendant proves these things in which I will instruct you further, you must then decide what percentage of the injury would lead to the Plaintiff's own negligence.

Contributory negligence causation. In determining whether the Plaintiff's contributory negligence caused or contributed to the injuries for which he seeks recovery, I instruct you that the same standard of causation of damages applies to your consideration of Plaintiff's contributory negligence as I instructed you with regard to any negligence of the Defendant.

In other words, the Plaintiff can be said to have caused or contributed to his own injury if the Defendant shows by a preponderance of the evidence that the Plaintiff's negligence resulted in whole or in part, no matter how small, in bringing about the Plaintiff's own injuries.

While the Defendant need not show that the Plaintiff's negligence was the only cause of injury in order to establish contributory negligence, it must be shown by a preponderance of the evidence that the Plaintiff's negligence played at least some part in bringing about the injury.

In assessing whether the Defendant has proven by a preponderance of the evidence that the Plaintiff was contributorily negligent, I instruct you that the Plaintiff was under a duty to exercise reasonable care to inform himself of the proper method of doing his work under the conditions he encountered.

The Plaintiff had the duty to minimize the risk and hazards involved in which the Defendant could not remove by the exercise of ordinary care.

When a railroad makes available to an employee reasonable means by which an employee may work safely in a given work environment, an employee does not use those means and thereby causes injury to himself, this can be evidence of contributory negligence by the employee.

The Plaintiff has a duty to exercise reasonable care to inform himself of his surroundings and to be aware of any condition that might create any danger or hazard on him and to use such care to avoid injury from it and failure on his part to do so is contributory negligence.

The fact that I am instructing you as to the rules of law that are to govern you in your consideration of the question of -- next I'm going

to talk about damages. The fact that I am instructing you as to the rules of law that are to govern you in your consideration of the question of damages is not to be understood as any opinion by me as to whether damages should or should not be allowed. This is a matter solely for your determination under the rules of the law as I have given them to you.

You are not to be concerned with the question of damages unless and until you first find from the evidence under the instructions of the Court that the Defendant is liable.

If you find for the Plaintiff, you must determine the Plaintiff's damages. The Plaintiff has the burden of proving damages by a preponderance of the evidence. It is for you to determine what damages, if any, have been proved. Any award must be based upon evidence and not speculation, guess-work, or conjecture.

In considering the issues of the Plaintiff's damages, you are instructed that you should assess the amount you find to be justified by a preponderance of the evidence as full, just and reasonable compensation for all the Plaintiff's damages, no more and no less.

Compensatory damages are not allowed as punishment and must not be imposed or increased to penalize the Defendants. Also, compensatory damages must not be based on speculation or guess-work because it is only actual damages that are recoverable.

On the other hand, compensatory damages are not restricted to actual loss of time or money. They cover both the mental and physical aspects of the injury, tangible and intangible. There is no evidence of the value of such intangible things as physical and emotional pain and mental anguish has been or need be introduced.

In that respect, it is not value you are trying to determine, but an amount that will fairly compensate the Plaintiff for those claims of damages. There is no exact standard to be applied, but any such award should be fair and just in the light of evidence.

If you should find from the evidence in the case that any negligence of the Defendant Railroad contributed in any way towards any injury or damage suffered by the Plaintiff, you may award the Plaintiff damages for even improbable or unexpectedly severe consequences of the Defendant's

negligence.

You are not required to find that the Defendant Railroad foresaw the particular consequences of its negligent act.

As to Plaintiff's claim against Norfolk Southern Railway Company, you should consider the following elements of damage to the extent you find them proved by a preponderance of the evidence and no other: (a) net loss wages, past and future; (b) Physical and emotional pain and mental anguish.

The Plaintiff claims compensation for the following items or elements of damage: Loss of earnings and fringe benefits, the impairment of the Plaintiff's ability to earn, physical pain and suffering, mental anguish, permanent injury, and disability.

You should not consider the question of damages if you decide in favor of the Defendant.

There is evidence in this case that the Plaintiff had a pre-existing injury or condition that existed prior to May 31st of 2007. The railroad is only liable for damages you find to be caused by the occurrence of May 31st, 2007.

If you find that Plaintiff's pre-existing condition made him more susceptible to an injury

than a person in good health, the Defendant is responsible for all injuries suffered by the Plaintiff as a result of the Defendant's negligence, even if those injuries are greater than what would have been suffered by a person in good health under the same circumstances.

If you find that the Defendant negligently caused further injury or aggravation to the Plaintiff's pre-existing condition, the Plaintiff is entitled to compensation for all the Plaintiff's damages caused by the incident, including that further injury or aggravation.

If you can separate the damage caused by the pre-existing condition from that caused by the occurrence of March 31st, 2007, then you must award the Plaintiff only such damages as are attributable to the March 31st, 2007 incident.

If, however, you cannot separate the damage caused by the pre-existing condition from that caused by the occurrence of May 31st, 2007, then you must find the Defendant liable for all of the Plaintiff's injuries.

The Defendant Railroad has a duty to exercise reasonable care so as not to aggravate a known weakened physical condition or disability in an

employee by assigning that employee work which the Defendant knows or in the exercise of reasonable care should know would aggravate or cause injury to such employee because of the known weakened physical condition or known disability.

A party who is suffering injury or damage from the actionable conduct of another is under a duty to make reasonable efforts to minimize the damages incurred.

To the extent that he reasonably could have minimized those damages and failed to do so, he is not entitled to recover from the other party.

In other words, one cannot recover any damages that might have been avoided by the use of reasonable care and diligence.

A Plaintiff's failure to mitigate damages allows the Defendant to avoid only those damages that reasonably could have been avoided by the Plaintiff.

The Plaintiff is required to do that which an ordinary prudent person would do under similar circumstances to mitigate his damages. That is, the Plaintiff cannot recover to the extent of the Plaintiff's damages resulting from his failure to exercise such care. However, the Plaintiff is not

required to unreasonably exert himself or incur substantial expense in an effort to mitigate damages. The party who claims damages should have been minimized. The Defendant has the burden of proving this could have been avoided or reduced.

Any damages you might award to the Plaintiff are not taxable under federal or state income tax law. Thus, any damages awarded must be based only on the Plaintiff's net earnings after tax as opposed to gross earnings before tax. Therefore, if you award damages, you should not increase the amount of your damage award to enable the Plaintiff to pay taxes on that award.

The existence or amount of damages cannot be left for conjecture, guess or speculation. However, proof of the amount of loss to a mathematical certainty is not required. Damages must be susceptible of ascertainment with a reasonable degree of certainty.

A Plaintiff cannot recover conjectural or speculative damages. However, if you find the Plaintiff is entitled to a verdict for actual damages, your verdict should include an amount to cover any damages that the evidence shows will be reasonably certain to occur in the future.

Future damages need not be proved to a mathematical certainty and often must be approximate. These future damages must be the result of the Defendant's negligence. Any future damage that you award must be reduced to their present day value.

Any damage award for future loss is more valuable to the Plaintiff if he receives the amount today than if he received the same amount in the future. Therefore, if you decide to award the Plaintiff an amount for lost future earnings or for future benefits, you must discount that amount to its present value by considering what return would be realized on a relatively risk-free investment. You must also taken into account the fact that the money awarded is being received all at one time instead of over a period of time extending into the future and that the Plaintiff will have the use of this money in a lump sum. You must therefore determine the present value or present worth of the money you award from such future loss.

The damages that you award must be fair compensation for the Plaintiff's actual damages, no more and no less. Any award you make should be fair in light of the evidence produced at trial.

Damages are not allowed as punishment and cannot be imposed or increased to penalize the Defendant.

In determining the amount of damages, you should be guided by common sense. You must use sound discretion in fixing an award of damages, drawing reasonable inferences from the facts and evidence. You may not award damages based on sympathy, speculation or guess-work.

The law has no fixed monetary standard to compensate for physical pain and mental anguish. This element of damage is left to your good sound judgment and discretion as to what amount would reasonably and fairly compensate the Plaintiff with such physical pain and mental anguish as you find from the evidence that he did suffer.

If the Plaintiff proved he underwent pain and suffering or mental anguish as a result of the injury in question, you should award a sum which will reasonably and fairly compensate him for such pain, suffering or mental anguish or mental anguish in the past or which he will suffer in the future.

It is for you to determine from the evidence the nature, extent and duration of the Plaintiff's injury. If you are reasonably satisfied from the evidence that the Plaintiff has suffered permanent

injury and that such injury resulted in whole or in part from the wrong complained of, then you should include in your verdict such sum as you determine to be reasonable compensation for such injury.

If you find for the Plaintiff, he would be entitled to recover for any damages which were caused in whole or in part by the Defendant's negligence.

In determining the amount of damages for loss of earnings, you should consider any evidence of the Plaintiff's earning capacity. His earnings, the manner in which he ordinarily occupied his time before the injury, his inability to pursue his occupation and determine whether he was reasonably certain to have earned during this time the loss had he not been disabled.

And in arriving at an amount of your award for any loss of future earning capacity, if you are satisfied the Plaintiff will sustain such a loss, you should consider what the Plaintiff's health, physical ability and earning power were before the accident and what they are now, the nature of and extent of his injuries and whether or not they are reasonably certain to be permanent or, if not permanent, the extent of their duration, all to the

end of determining the effect, if any, of his injury upon his future earnings and earning capacity.

After you determine the nature and extent of his future loss of earnings or earning capacity, you would then determine the amount of money which would reasonably and fairly compensate him for such future loss.

In arriving at the verdict in this case, you must not permit sympathy, prejudice or emotion to influence you. All parties are equal before the law and must be treated as equal in a court of justice.

If you find that the Plaintiff was permanently injured as a result of the Defendant's actions, you must then decide how, if at all, that injury would affect the rest of the Plaintiff's life.

A person's life expectancy is determined by a life expectancy table, which is a part of the laws of this state. The life expectancy table is only an estimate of the probable average remaining length of the life of all persons in our state of a given age.

The Plaintiff in this case is 38 years old with a life expectancy, according to the life

expectancy table, of 35.0 years. This fact is to be considered by you, along with any other facts and circumstances and evidence bearing on the Plaintiff's life expectancy, including occupation, habits and health at the time of the injury in deciding the amount of damages to be awarded to the Plaintiff.

Comparative negligence. Comparative negligence is the law under the Federal Employers Liability Act. Under the doctrine of comparative negligence, the Plaintiff's negligence does not automatically bar recovery unless the Defendant has no negligence.

A Plaintiff in a negligence action may recover damages if his negligence is greater than that of -- a Plaintiff in a negligence action may recover damages if -- may not recover damages if his negligence is greater than that of the Defendant, as long as the Defendant's negligence contributed to -- I read that wrong. A Plaintiff in a negligence action may recover damages if his negligence is greater than that of the Defendant, as long as the Defendant's negligence contributes to the injury.

The amount of the Plaintiff's recovery shall

be reduced in proportion to the amount of his negligence.

You, the jury, must apportion fault between the Plaintiff and the Defendant in a negligence action based on the Federal Employers Liability Act. The Plaintiff's damages, however, are reduced in proportion to the amount of his negligence.

One of the defenses interposed by the Defendant is that of contributory negligence, or as put into effect under FELA, comparative negligence.

The Defendant, by its defense in essence says this: Even if the jury shall find that the railroad was at fault, the Plaintiff was partially or more at fault than the railroad was, and the fault of each combines and concurs with that of the other to act as a cause in whole or in part of the accident and without which the accident would not have happened.

The Plaintiff has the burden of proving the negligence and fault, if any, of the Defendant. A Defendant has the burden of proving the negligence and fault, if any, of the Plaintiff and a degree of such.

Where negligence has been established on the part of both the Defendant and the Plaintiff, then

you must weigh or compare the respective contributions of each to the occurrence.

Considering the conduct of each person involved as a whole, you must determine the relative contribution of one to the other.

In making this comparison, the degree of negligence attributable to a party is not to be measured solely by the character thereof, nor solely by the number of respects in which he is found to have been at fault. It is the conduct of the parties considered as a whole which must be determined. That is to say, once it has been established that each has been at fault, it is then the jury's function to weigh their respective contributions to the result which will, regardless of the nature of their act or omission, determine who made the larger contribution and to what extent it exceeds or is less than that of the other.

It is the conduct of a party considered as a whole which is being measured by you in the form of a percentage. If you find that the occurrence was caused in whole or in part by negligence on the part of the Defendant and not by negligence on the part of the Plaintiff, then the Plaintiff is entitled to recover the full amount of any damages

you may find he has sustained as a result of the occurrence.

If you find the occurrence was caused in whole or in part by the negligence of both the Plaintiff and the Defendant, then you must compare the percentages of the negligence.

If there is any negligence by the Defendant, then the Plaintiff is entitled to recover any damages which you may find he has sustained as a result of the occurrence.

You will indicate the determination as a percentage on the verdict form, which I will explain to you later. The percentage you indicate should be in proportion to the degree of the Plaintiff's own negligence, if any, as compared with the degree of the Defendant's negligence, if any.

On the other hand, if the Defendant was not negligent, then the Plaintiff is not entitled to recover any damages. If you find the Plaintiff's negligence to be the only cause of the occurrence, then the Plaintiff shall not recover and you will find for the Defendant.

Comparative negligence if proven by the Defendant can have one of two possible effects.

First, comparative negligence would totally defeat a recovery by an injured Plaintiff be the negligence of the injured Plaintiff was the only cause of the occurrence.

The second possible effect of comparative negligence is that if proven it will reduce or partially defeat the Plaintiff's recovery. This applies when a Plaintiff's negligence is found along with the negligence of this Defendant. A reduction is made when the Defendant proves by a preponderance or greater weight of the evidence that the Plaintiff was negligent.

Please remember that the Plaintiff's negligence must have contributed in whole or in part to his injury. If the negligence of the Plaintiff did not partly cause the injury, the Plaintiff is neither barred from recovery, nor is his recovery reduced in any way.

You will express your determination in the form of percentages. The percentages allocated between the Plaintiff and the Defendant must total 100 percent.

In assigning a degree of negligence to the Plaintiff and to the Defendant, you may not allocate any portion of negligence to anyone other

than the parties in this action.

If you determine that the Defendant was not negligent or that even if negligent the Defendant's negligence did not cause the Plaintiff's injury, it will not be necessary for you to make any determination regarding the amount of damages sustained by the Plaintiff.

The same applies should you determine that the Plaintiff was negligent and the negligence is only the cause of the occurrence and damage.

In either event, the foreperson will sign the bottom of the verdict form and your deliberation will conclude. However, if the Defendant was negligent and the Plaintiff's negligence also contributed in part to the occurrence, then it will be necessary for you to make a determination regarding the damages sustained by the Plaintiff.

As with all decisions made by you, the determination of the Plaintiff's damages must be by the greater weight of the evidence. You are to determine the Plaintiff's damages by finding a total amount of damages sustained. You will enter this amount on the verdict form. You are not permitted to make any reduction of the Plaintiff's total damages indicated on the form based on a

percentage of negligence attributed to any party. After your verdict is returned, the report will address any matters related to reduction which may be appropriate as a matter of law.

Again, you determine only the amount of the Plaintiff's damages and enter that figure on the verdict form.

All 12 of you must agree on a verdict. Your verdict cannot be based on sympathy, passion, prejudice, emotion or any other consideration not in evidence in this case.

Mr. Foreperson, when the jury has agreed on a verdict, you will sign your name as foreperson on the line under jury verdict, date it, then knock on the door of the jury room and inform the bailiff that you have reached a verdict. We will receive you back in the courtroom at that time for your verdict.

All right, I am going to show you the verdict form and go over it with you briefly. This is the verdict form. And it says, State of South Carolina, County of Richland. Trumaine Moorer, Plaintiff, versus Norfolk Southern Railway Company, Court of Common Pleas, Case Number 2010-CP-40-5360. Verdict form.

It says, first question: Was the Defendant negligent? There is a line that says yes. You go -- if it is yes, you go to Question Two. If it is no, you stop your deliberations.

Number Two: Was the Defendant's negligence a legal cause of the Plaintiff's injury? If it is yes, you go to Question Three. If it is no, you stop deliberations.

Number Three: Was the Plaintiff negligent? If it is yes, you go to Question Four. If it is no, you go to Question Six.

And Number Four says: Was the Plaintiff's negligence a legal cause of the Plaintiff's injury? If it is yes, you go to Question Five. If it is no, you go to Question Six.

Question Five says: Using the combined negligence that legally caused the Plaintiff's injuries as 100 percent, what percentage of the negligence is attributable to the Plaintiff and what percentage is attributable to the Defendant? The percentage must add up to 100 percent. There is a line here for the Plaintiff and the Defendant. It must add up to 100 percent.

Question Six says: Please state the amount of damages, if any, sustained by the Plaintiff. Do

not reduce the Plaintiff's total damages based on percentage of negligence by any party.

After you have answered these questions the judge will compute the amount of damages for which the Defendant is responsible based on percentage of the Defendant's negligence which you have decided legally caused the Plaintiff's injuries.

You are to determine only the amount of the Plaintiff's damages and enter that amount below. And where it says actual damages, you will put the amount there. There is a line for damages. And you will sign your name here and date it and knock on the jury room door.

I am going to send you all out, back to the jury room. You cannot beginning deliberating until you have received all of the evidence and the verdict form. Once you have received all of the evidence -- and there are quite a few documents we must get together -- and the verdict form and instructions from the bailiff to begin deliberating, you may begin your deliberations.

Thank you.

(WHEREUPON, the jury retires to the jury room at 4:06 p.m.)

THE COURT: Aaron went back. He said I

corrected it. Any exception or any exception to the jury charge?

MR. JENKINS: Your Honor, for the Defendant, just the ones that we have already talked about.

THE COURT: I will let you put it on the record. I will let you put those on the record. Do you want to do that?

MR. JENKINS: I will just rattle them off. Number 6, 11 -- Defendant's proposed charges 6, 11, 15, and 29, which I think were made a Court Exhibit, which I know were made a Court Exhibit last time around.

THE COURT: They were.

MR. JENKINS: But we entered them again this time in case they got misplaced.

THE COURT: Mr. Moss?

MR. MOSS: Only, Your Honor, I never thought comparative fault should have been charged. Pages 29 through -- Page 29, Line 2 through Page 34, Line 4 we are rehashing under the guise of comparative negligence as opposed to contributory negligence and it was unnecessary, long and duplicative, and we believe that the charge from 29, 2 to 34, 4.

THE COURT: I think that was your argument the last time. All right, well, I think you all have

preserved your objections and exceptions for the record. And we need to go through the exhibits and make sure everything is there.

(WHEREUPON, the alternate juror was excused.)

(WHEREUPON, the jury was instructed to being deliberations at 4:21 p.m.)

(WHEREUPON, the jury came into open court at approximately 7:04 p.m.)

THE BAILIFF: The jurors are all present, Your Honor.

THE COURT: Mr. Foreman, it is my understanding that you all have reached a verdict, is that correct?

THE FOREMAN: Yes, ma'am.

THE COURT: Is this the verdict of the entire jury?

THE FOREMAN: Yes, ma'am.

THE COURT: Will you please pass that to the bailiff?

(Court views verdict.)

THE COURT: I am going to ask the clerk to publish the verdict.

THE CLERK: Thank you. The Court of Common Pleas, Case Number 2010-CP-40-05460. In the case of Trumaine Moorer versus Norfolk Southern Railway

Company.

Number One. Was the Defendant negligent? They answer, yes.

Was the Defendant's negligence the legal cause of the Plaintiff's injury? Yes.

Was the Plaintiff negligent? Yes.

Was the Plaintiff's negligence a legal cause of the Plaintiff's injuries? Yes.

Using the combined negligence that legally caused the Plaintiff's injuries as 100 percent, what percentage of that negligence is attributable to the Plaintiff and what percentage is attributable to the Defendant? 40 percent to the Plaintiff, 60 percent to the Defendant.

The actual damages are $1,100,000.

Signed by the foreman. Dated 3/9/12.

Mr. Foreman, is this your verdict and the verdict of the entire jury?

THE FOREMAN: Yes, ma'am.

THE CLERK: Thank you.

THE COURT: And would you all like me to poll the jury?

MR. TECKLENBURG: Yes, Your Honor.

THE COURT: Madam Clerk, poll the jury.

THE CLERK: Yes, ma'am.

Ladies and gentlemen of the jury, I am going to call each of your numbers. I am going to ask you two questions, and I need you to answer either yes or no to each question.

Number 163, was this your verdict?

JUROR 163: Yes.

THE CLERK: Is it still your verdict?

JUROR 163: Yes.

THE CLERK: Number 281, was this your verdict?

JUROR 281: Yes.

THE CLERK: Is it still your verdict?

JUROR 281: Yes.

THE CLERK: Number 96, was this your verdict?

JUROR 96: Yes.

THE CLERK: Is it still your verdict?

JUROR 96: Yes.

THE CLERK: Number 130, was this your verdict?

JUROR 130: Yes.

THE CLERK: Is it still your verdict?

JUROR 130: Yes.

THE CLERK: Number 268, was this your verdict?

JUROR 268: Yes.

THE CLERK: Is it still your verdict?

JUROR 268: Yes.

THE CLERK: Number 186, was this your verdict?

opportunity once in their lifetime. Hopefully you met some new friends here on jury duty. And I hope that you have a wonderful weekend.

Before you leave, the clerk has some papers for you to sign and she has your -- also has your -- she'll have your check. I'm not sure if it will get you very far and the banks are closed, so you can't rush. I'm not sure if it will fill up your gas tank. But I do thank you for your service. And I'm sure Judge Manning told you earlier this week how important your service is. We would not have been able to resolve this matter without the 13, including the alternate that I released earlier, 13th juror. So thank you so much. Have a wonderful weekend.

Thank you.

(WHEREUPON, the jury was excused.)

THE COURT: Anything before we leave?

MR. TECKLENBURG: Your Honor, we move for ten additional days to file post-trial motions, motion for new trial, and JNOV.

THE COURT: I would not make you do it tonight, Mr. Tecklenburg.

MR. TECKLENBURG: I would hope not. Otherwise, you would have to listen to Mr. Jenkins

for a half hour.

THE COURT: I don't mind listening to Mr. Jenkins.

MR. TECKLENBURG: Maybe 45.

THE COURT: It is 7:15 and I'm sure Mr. Jenkins doesn't want to talk tonight, but, like I said earlier, I think that the jury being out the amount of time they were and the last jury just accustomed to the high quality attorneys that you all have here. So they have done a wonderful job, and I wish you all much luck, Mr. Moorer. Ms. Carroll-White, safe trip back to Virginia, and everyone else, and safe trip back to Atlanta.

MR. MOSS: Thank you, Your Honor.

MR. TECKLENBURG: Thank you, Your Honor. So I take it the motion is granted for additional time?

THE COURT: Yes, sir.

MR. TECKLENBURG: Thank you.

THE COURT: Yes, sir. Y'all have a safe trip back, unless y'all want to stay in Columbia a little bit longer, we'll be glad to have you.

MR. MOSS: Thank you for your courtesies all week, Your Honor.

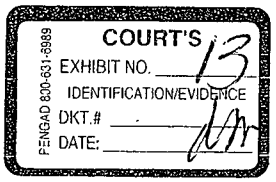
THE COURT: All right, thank you.

(WHEREUPON, the proceedings were concluded.)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
	)	
Defendant.	)	
	)	

Defendant's Request to Charge No. 12
(No Employer Duty to Investigate Medical History)

A railroad has no general duty to ascertain whether an employee is physically fit for his job or embark on such an undertaking.[1] Prior monitoring by medical personnel of an employee's condition on behalf of a railroad or receipt of information from the employee's private physician does not require the railroad to continue monitoring after the employee is released by his physician.[2]



[1] Fulk v. Illinois Central R.R., 22 F.3d 120, 125 (7th Cir. 1994).
[2] Fulk, 22 F3d at 126 (7th Cir. 1994).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
	)	
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
Defendant.	)	
	)	

Defendant's Request to Charge No. 10
(Duty to Render Medical Aid)

Defendant has the duty to render medical assistance when the Defendant knows that the employee's condition is such that the employee is in immediate danger of loss of life or of great bodily harm. Unless debilitated so he could not do so for himself, Plaintiff must have requested medical assistance and been refused an order for the Defendant to have breached a duty to render medical assistance. [1]

[1] Bell v. Norfolk Southern Railway Co., 476 S.E.2d 3, 5 (Ga. App. 1996); citing Handy v. Union Pacific Ry. Co., 841 P.2d 1210, 1221 (Utah App. 1992).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
	)	
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
Defendant.	)	
	)	

Defendant's Request to Charge No. 11
(No Duty or Claim to Provide Vocational Rehabilitation Services)

There is no duty or claim, that an Employer is required to provide vocational rehabilitation services. Any evidence you may have heard regarding communications between Norfolk Southern and the Plaintiff regarding his return employment at Norfolk Southern after the May 31, 2007 incident may not be considered in determining whether Norfolk Southern was negligent.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
	)	
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
Defendant.	)	
	)	

Defendant's Request to Charge No. 15
(Safety Rule Violation Can Be Contributory Negligence)

If you find that the Plaintiff violated a Defendant's safety rule and that this violation caused or contributed in whole or in part to the alleged accident, you may consider any violation as evidence of contributory negligence on the part of Plaintiff.[1]

[1] Illinois Cent. R.R. Co. v. Andre, 267 F.2d 372, 374 (5th Cir. 1959); *see also*, Atchison, Topeka & Santa Fe Ry. v. Ballard, 108 F.2d 768, 771 (5th Cir. 1940).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
	)	
Defendant.	)	
	)	

Defendant's Request to Charge No. 29
(Assignment Of Plaintiff To Work)

A railroad does not have a general duty to ascertain whether an employee is physically fit for his job.[1] Prior monitoring by medical personnel of an employee's condition on behalf of a railroad or receipt of information from the employee's private physician does not require the railroad to continue monitoring after the employee is released by his physician.[2]

A railroad breaches its duty if it negligently assigned its employee to perform work beyond his or her physical capacity -- that is, if the railroad knew or should have known of the employee's diminished work capacity and, in spite of that knowledge, the railroad continued to assign the employee to tasks that it knew or should have known would aggravate his or her physical condition.[3]

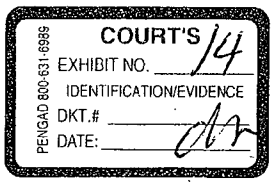
[1] Fulk v. Illinois Central R.R., 22 F.3d 120, 125 (7th Cir. 1994).
[2] Fulk, 22 F.3d at 125 (7th Cir. 1994).
[3] National R.R. Passenger Corp. v. Krouse, 627 A.2d 489, 499 (D.C. 1993).

TECKLENBURG & JENKINS, LLC

Paul F. Tecklenburg – SC Bar #10295
1819 Meeting Street Road, Suite A
Charleston, SC 29405
Telephone: (843) 534-2628
Facsimile: (843) 534-2629
Email: pft@tecklaw.net

Charleston, South Carolina
September 19, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2010-CP-40-05460
	)	
TRUMAINE V. MOORER,	)	
	)	
Plaintiff,	)	
	)	VERDICT FORM
vs.	)	
	)	
NORFOLK SOUTHERN RAILWAY COMPANY,	)	
	)	
Defendant.	)	



1. Was the defendant negligent?
   ✓ Yes – Go to Question 2
   _____ No – Stop deliberations

2. Was the defendant's negligence a legal cause of the plaintiff's injuries?
   ✓ Yes – Go to Question 3
   _____ No – Stop deliberations

3. Was the plaintiff negligent?
   ✓ Yes – Go to Question 4
   _____ No – Go to Question 6

4. Was the plaintiff's negligence a legal cause of the plaintiff's injuries?
   ✓ Yes – Go to Question 5
   _____ No – Go to Question 6

5. Using the combined negligence that legally caused the plaintiff's injuries as one hundred percent (100%), what percentage of that negligence is attributable to the plaintiff and what percentage is attributable to the defendant? [The percentage must add up to 100%]

Plaintiff 40 ~~60~~ % 3/12

Defendant 60 ~~40~~ % 3/12

Total 100 %

6. Please state the amount of damages, if any, sustained by the plaintiff. [Do not reduce the plaintiff's total damages based on the percentage of negligence by any party. After you have answered these questions, the judge will compute the amount of damages for which the defendant is responsible based on the percentage of the defendant's negligence which you have decided legally caused the plaintiff's injuries. You are to determine only the amount of the plaintiff's damages and enter that amount below.

$ 1,100,000.00 Actual Damages

Dated: 3/9/12

Jury Foreperson

ROAD CONDUCTOR

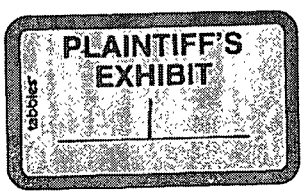
7/9/07

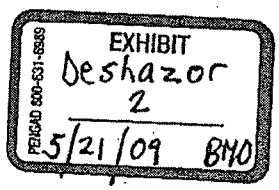
Norfolk Southern does not have formalized job descriptions for the essential functions of a Road Conductor. However, I am providing you with the following general description:

The daily job functions of a Road Conductor may include the following:

- Frequent need for being on duty up to 12 hours within a 24 hour period
- Have ability to avoid drowsiness and stay mentally alert during periods of no physical activity such as riding in cab of moving locomotive being on lookout for signals, track condition, etc.
- Prolonged walking on uneven terrain (ballast) a maximum distance 2-4 miles per day, and approximately 1-2 miles at any one time.
- Climbing on and off vertical ladder to mount and dismount rail cars on an occasional to frequent basis, 10-12 times on an average trip. (Yard/Local Conductors may climb rail cars on average 25-40 times a day)
- During "shoving" movements, mount side ladder of rail cars and have strength to ride cars for distances up to 1-2 miles
- Frequent bending, stooping, squatting, climbing, pushing, pulling,
- Intermittent standing and sitting
- Rarely or very infrequently (not daily) lift from floor to waist and carry up to approximately 75 lbs. (train knuckle) on uneven terrain
- Occasionally connect or disconnect air hoses between rail cars (coupling on average 75 hoses per day as a Yard/Local Conductor, and 2-10 hoses per day as a Road Conductor), pull a cut level to separate train cars and adjust "draw bars" between cars.
- If assigned to a switching yard or hump, Yard Conductors may be required to pull a cut lever 250 or more times a day.
- Conductors must work in ***all*** weather conditions, including deep snow and ice.

(A Yard Conductor position requires frequent throwing of ground to waist level switches, mounting cars, and applying wheel or lever type hand brakes. The "tying" of handbrakes is performed on average 25-30 times a day by a yard conductor, usually while holding on to the side of a freight car with one hand/arm and operating the brake with the other hand/arm).





May 17, 2007

To Whom it May Concern:

On May 08, 2007 around 12 midnight at home. I started crapping and felt a little sick that night while of duty at home. Upon returning to work on May 09, 2007 the systems became worst. I had to be taken to the hospital off the job. I was treated for dehydration and a blockage in my kidneys.

Thank You
Tourmaine Moorer
Tourmaine Moore

DEFENDANT'S EXHIBIT #1
RECEIVED
10-7-08

PLAINTIFF'S EXHIBIT 2

Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9202

Paula J. Lina, M.D.
Associate Medical Director
(757) 629-2446

August 2, 2007

EIN: 0178088

Mr. Trumaine V. Moorer
217 Roosevelt Street
Saint George, SC 29477-2137

Dear Mr. Moorer:

After carefully reviewing the results of your latest physical examination, the essential functions of your job and available accommodations, I am unable to now approve you for continued service in your present position of Conductor. Your present medical condition, recurrent severe heat-related illness, does not permit safe performance of the essential functions of your position and is thus inconsistent with our medical guidelines.

You may wish to be considered for employment in another position in which there is a vacancy for which you qualify and in which you can work safely. In this event, you should contact Susan Lafon, System Manager Disability Support Services, Norfolk Southern Corporation, 3 Commercial Place, Norfolk, VA 23510 (757) 823-5303, within the next thirty (30) days, who will work with you through our Accelerated Rehabilitation Program in an effort to permit your return to employment in some capacity.

If you have any further questions or suggestions regarding possible reasonable accommodations other than employment in another position, I invite you to discuss these with your supervisor and/or contact my office.

Sincerely,

Paula J Lina MD

cc: Rob Fender

EXHIBIT
No. 5
9-30-08 CR

PLAINTIFF'S EXHIBIT
3

NORFOLK SOUTHERN

NORFOLK SOUTHERN CORPORATION
Norfolk Southern Railway Company
Norfolk and Western Railway Company
223 E. City Hall Avenue, Suite 300, Norfolk, VA 23510-1728
Telephone (800) 552-2306 — Fax (804) 629-2479

FORM MED—15 (Rev 8/9
(362072)

DATE 07-26-06

Authorization/Report of Medical Examination

TO. DOCTOR Barry Weissglass PLACE OF EXAMINATION CCOH

Important: Check appropriate square to indicate purpose of examination (To include SAP-5 Drug Screen)

- ☒ Pre-employment
- ☐ Promotion
- ☐ Return to Work
- ☐ Executive Physical
- ☐ Fitness for Service
- ☐ SAP-5 Drug Screen only
- ☐ Vision only - Audiogram only (cross out if not applicable)
- ☐ Truck Driver Physical
- ☐ Periodic (Locomotive Engineer Certification)
- ☐ Periodic (Train Service Employees and Bridgetenders)
- ☐ Other (specify) _____

Employee/Applicant Information:

Name (Print) Last Moore First Trumaine Middle Initial V.
Home Address 217 Roosevelt Street (City) Saint George (State) S.C. (Zip) 29477
Date of Birth 06-11-73 Social Security No. 247-23-4317 Length of Company Service Date of Hire
Present occupation Occupation applied for Conductor

Employer/Requesting Department Information:

Name of Employee's Supervisor Title
Department Supervisor's Phone No
Supervisor's Address (City) (State) (Zip)

HISTORY: Have you had or are you under treatment for any of the following (Check every item or write "Don't Know")

#	Item	Yes	No	#	Item	Yes	No
1	Head Injury		✓	11	Diabetes		✓
2	Back Injury/Pain		✓	12	Heart Disease		✓
3	Knee Injury		✓	13	Hypertension		✓
4	Visual Difficulty		✓	14	Psychiatric Care		✓
5	Hearing Difficulty		✓	15	Surgical Procedures		✓
6	Tuberculosis		✓	16	Asthma		✓
7	Shoulder Injury		✓	17	Shortness of Breath		✓
8	Stomach Ulcer		✓	18	Seizures or Epilepsy		✓
9	Kidney Disease		✓	19	Allergies		✓
10	Arthritis or Other Bone/Joint Disorder		✓	20	Other Illnesses or Injuries		✓

Do you smoke? No Describe
Have you ever filed suit because of an injury? No Are you now drawing disability benefits or disability related benefits? No
Have you ever been denied employment for medical reasons? No If formerly in armed services, did you receive a discharge for medical reasons?
List Medications currently taken None
Please explain any yes answers in the space provided below

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize release of this information to my employer/prospective employer and whatever investigation is deemed necessary to confirm statements contained in this report of medical examination. If it is determined, through investigation or otherwise at any time, that any answers are untrue or misleading, or material information is omitted, I understand my employment may be terminated, or, if applicable, my application for employment may be rejected.

If I am an applicant for employment, I acknowledge that an offer of employment, contingent on satisfactory completion of this medical examination, a drug screen urinalysis, and a background investigation, has been made to me.

Trumaine Moore
Signature of Applicant/Employee

Examining Physician's Review and Summary of History (Please be as complete and detailed as possible)
Well WNL - no restrictions

8/1/06 - qualified

(Signature of Examining Physician)

PLAINTIFF'S EXHIBIT 4

EXHIBIT Lane 7 9-30-08 CVD

NS-MOOR_000460

REVERSE — FORM MED—15 (Rev. 8/93)
(362072)

PHYSICAL FINDINGS:

Height:	Ft. 5	Inches 9 5	Weight	Lbs. 218	Blood Pressure 125/90

VISION	With Glasses	Right Eye	Left Eye	Without Glasses	Right Eye	Left Eye	Color Vision Test Used	HEARING	ATTACH AUDIOGRAM
		Far 20/ Near 20/	Far 20/ Near 20/		Far 20/ 20 Near 20/ 20	Far 20/ 20 Near 20/ 20	Ishihara plates		

CLINICAL EVALUATION:

Pastel all Colors 18/18

Area Examined	Normal	Abnormal	Remarks
Head, Neck, Thyroid	✓		
EENT	✓		
Chest, Heart, Lungs	✓		
Breasts	✓		
Abdomen	✓		
Inguinal Hernia	✓		
Genitalia	✓		
Rectum and Prostate	✓		
Back, Spine	✓		
Extremities and Joints	✓		
Skin	✓		
Neurological & Emotional Status	✓		
Menstrual Periods			
Other			
Laboratory Procedures			

Urinalysis. Sugar Neg Albumin Neg. Pos Sonja 8/1/06

8g/1.020 (All SAP-5 Drug Screens to SBCL, Tucker, GA)

EXAMINING PHYSICIAN'S RECOMMENDATIONS:

If this is a Return to Work evaluation, please note the reason for the employee's absence and the length of the absence in the space below:

Reason _____

Length _____

Describe Restrictions/Limitations and Duration If None, so state

None

Requires evaluation by Director, Medical Services Yes _____ No _____

Remarks _____

I have carefully examined the above named individual and the above is a correct description of his/her physical condition and, in my opinion, I DO ✓ DO NOT _____ believe the individual can perform the essential functions of the position of _____ (EXAMPLE: ENGINEER, CARMAN, LABORER)

Medical Examiner's Signature Kingston NP, BC / B Wang

Date & Place of Examination CCOH Hood 7/26/06

Address 4600 Rock Dr Suite 205 N Charleston SC 29406

Report of examination reviewed and following recommended

APPROVED _____ NOT APPROVED _____ REASON _____

Date 7-26-06 Director, Medical Services _____

NOTE: Send original copy to the Director, Medical Services and retain one copy for your file.
Copies of this form are NOT to be distributed to anyone except the Director, Medical Services.

NS-MOOR_000461

MATTHEWS
STEEL
& MOSS, L.L.P.
TRIAL LAWYERS

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FAX (404) 264-0161

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ATHENS, GEORGIA 30606
(706) 543-6025
FAX (706) 543-7731

JOHN A. MOSS, P. C.
jmoss@msm-lawfirm.com

REPLY TO ATLANTA

June 4, 2010

Susan H. Lafon
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Re: Trumaine V. Moorer

Dear Ms. Lafon:

Thank you for your letter of June 1, 2010. Your letter of June 2, 2009 which was sent to us then pasted into your recent letter did suggest that Mr. Moorer "may be considered" for several positions within NS but it made no reference to actual concrete job openings. It provided no meaningful information about his actual qualifications, the specific test results, or the available work in and around St. George, SC within NS. In November 2007, he and I requested that your department inform us about openings for jobs within his geographic area that fall within his restrictions. We were looking for concrete job openings for positions that fit within his demonstrated ability. After he tested, a letter suggesting that he "may be considered" for positions for which he has no seniority and which did not address his concerns and was frustratingly short on specifics.

Then, finally we received the correspondence of April 14, 2010, and once again, the letter made no concrete offer of a job and invited him to attend what was described simply as a "session." We could not tell if it was a hiring session for the public or was just a repeat of the interview he had already attended when he joined the railroad. It also conflicted with his work schedule.

Please forward to me the actual test that NS administered to Mr. Moorer as well as test results of Mr. Moorer's testing from May 13, 2009 so that he and I can evaluate the results. Also please send us the critical job functions of the jobs at NS that the railroad believes match his aptitudes so that he can at least evaluate his options. Please also send me documentation of all clerical, yardmaster, and dispatcher positions that NS has filled in South Carolina in the last year. This will give us a better indication of the true availability or work within the railroad. In the meantime, he will continue working but remains open to all options.

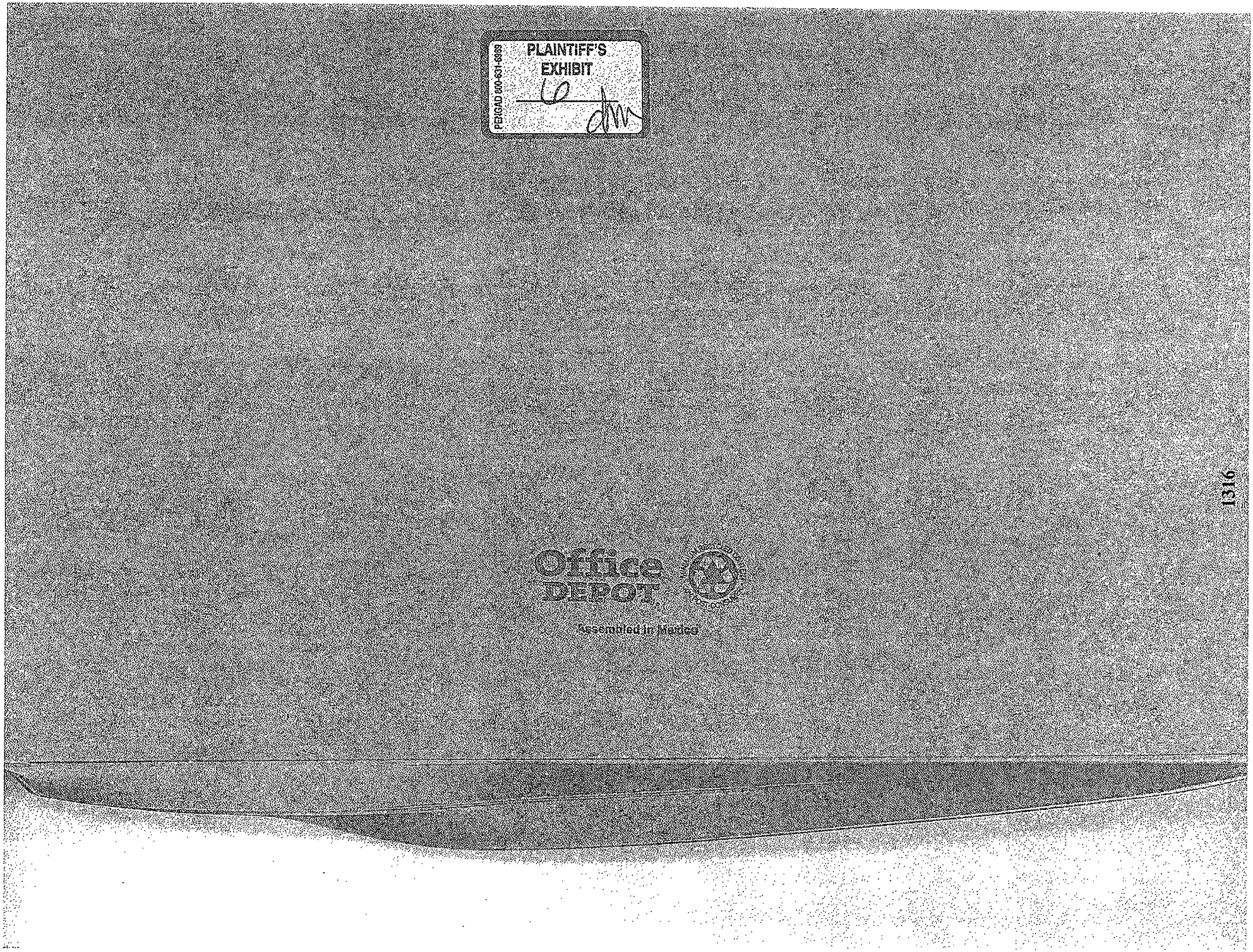
Yours very truly,

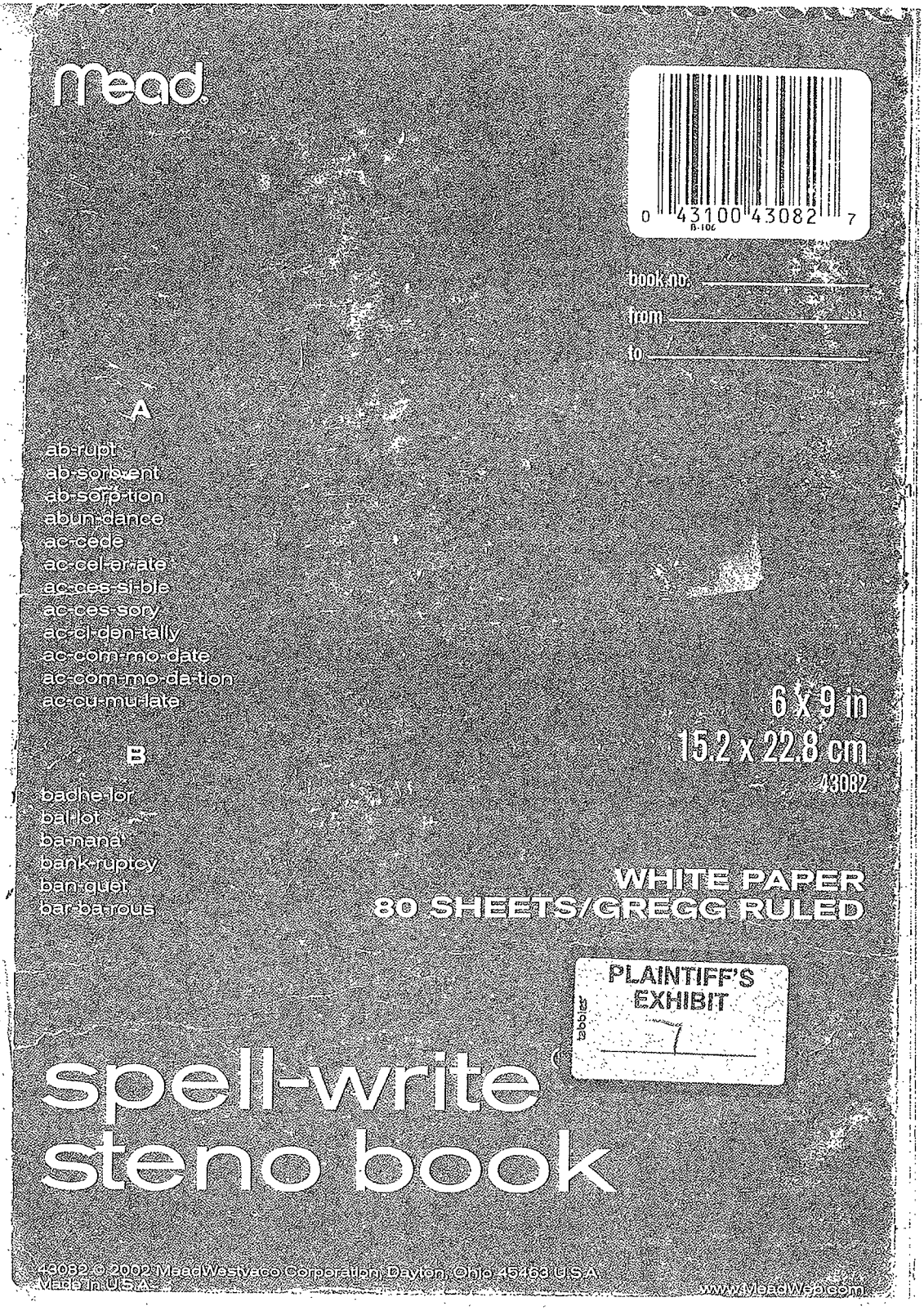
John A. Moss

JAM/kj
cc: Trumaine V. Moorer

MATTHEWS
STEEL
& MOSS, L.L.P.
TRIAL LAWYERS

bcc: Paul Tecklenberg, Esq.


PLAINTIFF'S
EXHIBIT
6
PENGAD 800-631-6989
Office
DEPOT
Assembled in Mexico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6 x 9 in
15.2 x 22.8 cm
43082
WHITE PAPER
80 SHEETS/GREGG RULED
PLAINTIFF'S EXHIBIT
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43082 © 2002 MeadWestvaco Corporation, Dayton, Ohio 45463 U.S.A.
Made in U.S.A.
www.MeadWvco.com

- When walking between uncoupled cars / equipment you must be 10 feet away
- When working between uncoupled cars you must have 50 feet & 3 step protection
- When working between coupled cars you must have 3 step protection

Remote Signals

Rule 301 Clear - Proceed at authorized speed

Rule 307 Approach - Proceed preparing to stop at next Signal. Train or engine exceeding Medium speed must at once reduce to that speed.

Rule 309 Restricted - Proceed at Restricted Speed (Number Plate)

Rule 310 Stop - Stop

- Restricted Speed - A speed that will permit stopping within half the range of vision, short of train, engine, Obstruction, railroad car, men or equipment fouling track, stop signal, derail or switch lined Not exceeding 20 mph
- Reduced Speed - A speed that will permit complying with flagging signals and stopping short of train or obstruction

- Slow Speed - A speed not exceeding 15 mph
- Medium Speed - A speed not exceeding 30 mph
- Track-speed - Any speed that is authorized

- Switches will never be inside the foul of the track. (You will not need protection).

- When Mounting to shove: Don't need protection

- E50 & F51 Are two different types of Knuckles

- One Car is set off use one Hand brake

Types of Derails -
① Hinged (Flip/Flop)
② Hayes sliding
③ Switch Point

* Normal position is lined and locked for Derail

Mike Scott
M- Movement O- OBstructions
S- Spikes T- Tags
C- Clamps T- Tension

Switch Target

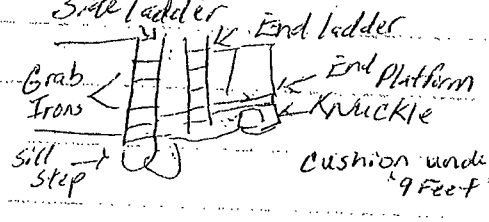
O White is lined for main line track

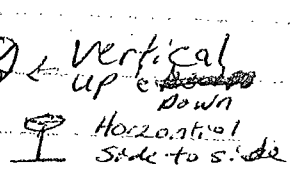
O Red is lined for siding track

* Trailing point

Two tracks into one is a trailing point move.

* Facing Point ~~two~~ One tracks to ~~one~~ two is facing point move



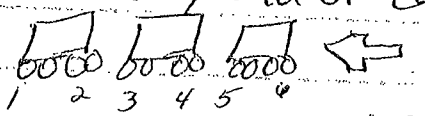


Thumb is down it is coupled; Thumb is up uncoupled;

Proper places to ride on moving equipment

Leading end or Trailing end

Leading end of each car

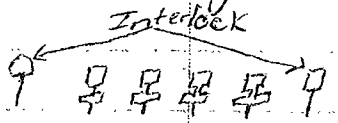


1, 3, 5

* Emergency dismount with trailing foot first.

- Block - is the track section between two consecutive block signals governing movement in the same direction
- Block signal - A fixed signal at the entrance of a block to govern trains and engines entering and using that block
- Interlocking - An arrangement of signals and signals appliances so inter-connected that their movement must succeed each other in proper sequence
- Signal Aspect - (What you see) The appearance of a fixed signal, conveying an indication, as viewed from the direction of an approaching train or engine.
- Signal name is what the signal aspect is called the name is how we communicate the aspect of the signal
- Signal ~~of~~ Indication - (Is what we can or cannot do) within the limits of the block The information conveyed by the Aspect of the signal
- Signals give us information about the track beyond the signals At a minimum, the information conveyed is occupancy & condition of the track.

Signals are controlled by trains in blocks
Automatic block signals



Regardless of signal type or configuration all signals are read from top ↓ bottom ↓

Marker (numbers) on the signals are read 128.3 if 4 #'s 12.8 if 3 #'s and so forth.

NS-1 Rules
A-4 Each train must have the air brakes in effective operating condition, and at no time shall the number of operative air brakes be less than 85 percent.
A-26 Retaining Valves (2) ~~type~~ types in use on cars; 3-position & 4 position type; The handle positions are designated by raised letters on the retaining valve body as follows:
Ex- Exhaust - Vertical downward (Normal exhaust, non-retain
HP High Pressure - 45° below horizontal (retain 20 PSI)
LP Low Pressure - Horizontal (retain 10 PSI) 4 position only
SD Slow Direct Exhaust - 45° above horizontal (slow exhaust, non retain)

A-27 A brake must not be cut out unless defective, and when cut out, the proper authority must be notified. The brake must not be cut out on more than two consecutive cars, and the brake on the car next to the locomotive & rear car must be cut in and operative Note: Multi-unit articulated cars such as Spine & Container cars are equipped with a multiple brake system. Each brake system is considered to be one car.

-If two consecutive individual control valves on one car are inoperative, the car must be set out

C-102 When a car or cut of cars is to be left standing & ga prior to detaching locomotive(s) The follow precedures is to be performed to determine that applied hand brakes will secure: (1) Make full service brake pipe reduction (2) Apply sufficient number of hand brakes. Release the automatic & independent brakes (3) Determine the brakes have fully released & cars remain secure (4) Make a full service brake pipe reduction

Must ask for permission to change a switch

* Standard brake pipe pressure is 90 psi
* Yard service 75 psi
* 125 - 140 of pressure should be inside Main Reservoir of the locomotive

Key Switching point:
(1) Plan your move (4) Be Safe
(2) Communicate
(3) Learn from experience

When Performing brake test pressure must be within 15 pounds of feed valve setting. When reach that you make a 20 pound reduction.

Power Switch
(1) Throws, (2) Lock, (3) Detect, (4) Send Indication

C-100 (cars) check looking for any thing out of the ordinary. Anything that is wrong.

Rate (How fast) Can put train into emergency

~~Release pressure release the brakes~~

Charge
Apply — Out
Release — In

Cut out valve (down)
Angle cock (alined)
retaining valve (down)
Air Hose (coupled)

OTC

Optimized Train Control

NS is actively pursing advanced technology

* Safety
* Efficiency
* Vital

OTC Phase I - 2006

Train Tracking (Train position)

Switch Awareness (Route Integrity)

Jan. 10, 2007
8AM

* Brake Stick
* Job of Conductor
  - Safety (Most important Element)
  - Weather
  - Rules
  - Assignments

Switches & Derails
M Scott
Movement
Spike
Clamps
tags
tension (Check switch point)
- Normal position for Crossover line for ~~City Extension~~
Straight track

* Signal Make sure you are safe & Safety of others

Briefing (3) steps
Hazard Class number
Color
Symbol
Class name

* Mounting & Dismounting
Never mount a moving equipment; never dismount moving equipment unless emergency.

Do not cut out 1st or last car (Air Brakes). Do not cut out 2 consecutive cars

- Table for Determining Train Speed
  page 50

  Track Authority
- Last Switch from the 1st name
  point to the first switch of
  last name point page 62

START Policy

Supervisor's Quick Reference Guide

Applicable to T&E employees and Yardmasters

NORFOLK SOUTHERN

PHASE I - Employee Development

MINOR OFFENSES (12 MONTHS)

Focus on education/counsel employee

NON-REPETITIVE RECORD

How to handle a non-repetitive progression when an employee violates a series of different rules:

1st Minor	Counseling
2nd Minor within 1 year	Counseling
3rd Minor within 1 year	Counseling
4th Minor within 1 year	Formal Counseling/Mini Rules Class/Training Session
5th Minor within 1 year	GO TO PHASE II HANDLING *1st Serious

REPETITIVE RECORD

How to handle a repetitive progression when an employee violates the same rule multiple times:

1st Minor	Counseling
2nd repetitive Minor within 1 year	Formal Counseling/Mini Rules Class/Training Session
3rd repetitive Minor within 1 year	GO TO PHASE II HANDLING *1st Serious

The employee and/or the local chairman must be notified within 3 days of the occurrence that a counseling session will be held or the offense may not be handled formally.

There is a one-year rolling period for determining the appropriate handling for minor offenses.

PHASE II

SERIOUS OFFENSES (24 MONTHS)

Alternative handling may be used if supervisor deems appropriate.

Follow progressive discipline standards assessing:

1st Serious:	NO MORE THAN 30 Days Deferred Suspension
2nd Serious:	NO MORE THAN 30 Days Actual Suspension
3rd Serious:	MAY WARRANT DISMISSAL

Apply the Collective Bargaining Agreement provisions for scheduling and holding disciplinary investigations or offering waivers.

There is a two-year rolling period for determining the appropriate handling for serious offenses.

MAJOR

Major offenses are those that warrant removal from service pending a formal hearing and possible dismissal from service for a single such occurrence if proven guilty.

Discipline up to and including dismissal may be assessed for a single occurrence. Waivers may be used for other than dismissal.

Apply the Collective Bargaining Agreement provisions for scheduling and holding disciplinary investigations or offering waivers.

1328

The START Policy does not affect the application or enforcement of Rule G, Drug and Alcohol Policy and Absenteeism Guidelines

START Policy

Supervisor's Quick Reference Guide — Question & Answers

Applicable to T&E employees and Yardmasters

What happens if an employee does not accept responsibility?

The employee has the right to a formal investigation in accordance with the collective bargaining agreement, including minor offenses.

Will a minor offense activate deferred time?

Alternative handling for a minor offense will not activate deferred time, but deferred time issued as a result of a formal investigation will.

What are the probationary periods for deferred suspensions?

Deferred Suspension	Probation Period
5 days	3 months
10 days	6 months
15 to 29 days	9 months
30 days	1 year

What happens if Counseling/Alternative Handling is not offered within 3 days?

Minor offenses will not be handled, and serious offenses may still be handled within the time limits of the appropriate Collective Bargaining Agreement.

Will employees receive pay for Alternative Handling training and education time?

Minor Offenses — Employees will not receive pay for counseling/training.

Serious Offenses — Employees will be paid for one-half of the time they are engaged in activities such as training and education required by alternative handling.

Can an employee who has entered Phase II handling due to an excessive number of minor offenses in one year return to Phase I handling for minor offenses?

Yes, if the employee does **not** commit a minor or serious offense during a subsequent two-year period, the employee will revert to having minor offenses handled with counseling.

How are multiple violations detected during a rules check handled?

They should be treated as a single violation.

Definition of repetitive offense:

Violation of the same rule multiple times during a one-year period. If the rule violated contains multiple sections, a repetitive violation would involve only the same section. For example, a violation of GR-13 (c) followed by a violation of GR-13 (g) would **not** be considered repetitive.

What are the guidelines for assessing discipline for absenteeism?

1. Counseling Session confirmed by a Letter of Warning
2. Letter of Reprimand*
3. 15 Days Deferred Suspension*
4. 30 Days Deferred Suspension*
5. Dismissal*

*Steps 2-5 must be handled in accordance with collective bargaining agreement discipline procedures.

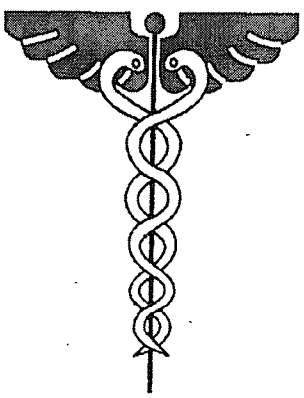
Please direct any questions to the Labor Relations Officer that handles your territory.

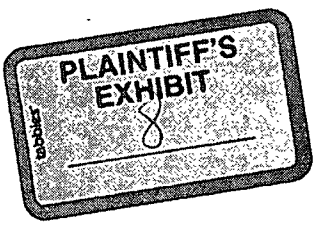
NORFOLK SOUTHERN

NORFOLK SOUTHERN MEDICAL DEPARTMENT

FEE-FOR-SERVICE PROVIDER MANUAL

December 1, 2000





2.6. FIELD TESTS

The Norfolk Southern Medical Director may determine that an applicant/employee with deficiencies in locomotion, agility, manual dexterity, hearing or visual acuity, or other functional limitations not clearly predicting adequate, safe performance, must undergo a field performance test under actual job conditions to determine his/her ability to perform the job properly and safely. A field test is conducted only when its results bear on the applicant's/employee's ability to perform safely the essential job functions.

- The field performance test will be requested by the Norfolk Southern Medical Department. The Employing Department will coordinate and administer the test.
- The test should simulate conditions which exist in connection with the position for which the individual is endeavoring to qualify.
- Representatives of the Employing Department, and others if deemed appropriate, will observe the field test.

The placement decision will be made by the Norfolk Southern Medical Director following consultation with the Employing Department and other test observers upon completion of the field test.

Result Type:	Discharge Summary
Result Date:	04 June 2007 13:03
Result Status:	Auth (Verified)
Result title:	Discharge Summary
Performed By:	Powers MD, Heather M on 04 June 2007 13:03
Verified By:	Powers MD, Heather M on 07 June 2007 12:55
Encounter info:	B0715101793, Baptist, IPB-Inpatient, 5/31/2007 - 6/3/2007

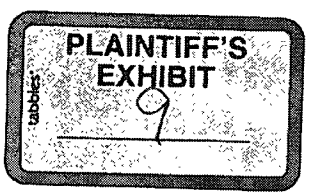
Discharge Summary
DISCHARGE DIAGNOSES:
1. Heatstroke.
2. Rhabdomyolysis.
3. Acute renal failure secondary to volume depletion.
4. Severe dehydration.
5. Hemoconcentration.
6. Hypercalcemia.

PROCEDURES: Renal ultrasound showing a normal kidney size without evidence of hydronephrosis or obstruction.

DISCHARGE MEDICATIONS: None.

HISTORY OF PRESENT ILLNESS AND HOSPITAL COURSE: Briefly, Mr. Moorer is a 33-year-old African American male with no real medical history other than a recent hospitalization for rhabdomyolysis and dehydration. He apparently is currently working as a railroad conductor and had been out in the heat. On the job he began to experience some cramping in his hands. He presented again to the emergency room where he had a CPK elevated in the 3000s.

Mr. Moorer was admitted to the BIMA service for acute renal failure and rhabdomyolysis in the emergency room. He was afebrile and otherwise hemodynamically stable with blood pressures in the 110s to 130s, sating 99% to 100% on room air. Laboratory data showed an elevated white count of 12.8 with a hemoglobin of 20 and normal platelet count of 316,000. His BUN and creatinine were elevated at 25 and 3.7 with an elevated calcium of 13.4. All of his parameters were consistent with hemoconcentration due to dehydration. His CPK was also elevated at greater than 3500. TSH was within normal limits. He was started on aggressive fluid resuscitation. Mr. Moorer seemed quite frustrated that he had a second episode of similar symptoms and elevated CPK in the past month. He is quite an athletic guy and has been athletic most of his life. He has also held similar jobs requiring the same amount of activity in the past without any previous difficulties. For this reason it was felt that his presenting symptoms were most likely due to severe dehydration related to heat exhaustion and possible early heatstroke. His parameters and renal function quickly improved with IV hydration. He did get a renal ultrasound which was negative with the results as above. By the time of discharge his BUN and creatinine had returned to normal at 13 and 1.1. Calcium had improved to 8.1 with no treatment other than fluid resuscitation. At the time of



discharge his CPK is down to 1481, down from a high of 4734. We will discontinue his IV fluids. He is ambulating and tolerating a regular diet. He will be discharged home with the followup instructions as below.

DISCHARGE ACTIVITY: The patient may resume regular activity as tolerated. However, we have asked him to at least refrain from doing strenuous work and activity for the next week so that he may adequately recover. Anytime that he is out in any hot weather he should make sure that he is taking in adequate fluids which can be monitored by how frequently he is urinating.

DISCHARGE FOLLOWUP AND INSTRUCTIONS: Mr. Moorer should follow up with his primary care doctor, Dr. Dantzler who can repeat a CPK within the next few days to make sure that this is trending down. Once again, his renal function has returned to baseline. At this point we have asked him to stop any nutritional supplements or vitamins that he is on. Once again, he should continue to remain hydrated. At this point, based on his prior history it did not seem like this could be related to any sort of muscle enzyme disorder, but is rather more likely related to dehydration and heat exhaustion. Should he have similar symptoms in the future, further workup can be initiated. Of note, hemoglobin electrophoresis was done during this hospitalization and is currently pending at the time of discharge. His sedimentation rate is within the normal range of 8.

On behalf of Baptist Inpatient Medical Associates thank you for allowing us to participate in the care of this patient. If you have any additional questions regarding his hospitalization please feel free to contact us.

D: 06/03/2007 9:49 A T: 06/04/2007 1:03 P
Job ID #: 000982497 Doc #: 757807
cc: Heather M. Powers, M.D.

cc: Dr. Dantzler

Signature Line
Electronically Signed & Verified on 06/07/2007 12:55
by Heather M Powers MD

Completed Action List:
* Perform by Powers MD, Heather M on 04 June 2007 13:03
* Sign by Powers MD, Heather M on 07 June 2007 12:55 07 June 2007 12:55

Printed by: Hamlin, Brenda F
Printed on: 7/24/2007 8:35

* VERIFY by Powers MD, Heather M on 07 June 2007 12:55

Result Type:	History & Physical
Result Date:	01 June 2007 8:35
Result Status:	Auth (Verified)
Result title:	History & Physical
Performed By:	Word MD, Bradley W on 01 June 2007 8:35
Verified By:	Word MD, Bradley W on 09 June 2007 1:13
Encounter info:	B0715101793, Baptist, IPB-Inpatient, 5/31/2007 - 6/3/2007

History & Physical
REASON FOR ADMISSION: Heat stroke, rhabdomyolysis.

HISTORY OF PRESENT ILLNESS: The patient is an extremely pleasant, 33-year-old gentleman, very hard worker, works for the railroad as a conductor. His job is very strenuous. He couples and un-couples cars on the train. He actually worked for the defense department in Kuwait for a two-year stent doing a similar type of work. He relates a story of, earlier this month, being hospitalized in Orangeburg Hospital for elevated creatinine phosphokinase and renal dysfunction. He was told he was dehydrated at that time. He says that the day before that admission he started cramping. He is doing the same job now that he was doing then and, yesterday, developed a similar type of cramping and, today, he got to the point that he could not open his hands. He came to the emergency room here and had a creatinine phosphokinase that was quite elevated and a calcium that was quite elevated. He can't understand why this is happening. He works out, he is athletic, played high school basketball, again, worked in Kuwait where it was much hotter than this. His work is quite strenuous he says, but not any more so than what he has done in the past. He denies any chest pain, shortness of breath, blood in his stool, black stool, headache or nausea or vomiting, just muscle cramping and feeling of fatigue and sweats. He stated he drank plenty of Gatorade throughout the course of the day. He does no drugs or anything such as that.

PAST MEDICAL HISTORY: Unremarkable for prior surgery or hospitalization, other than in Orangeburg earlier in the month.

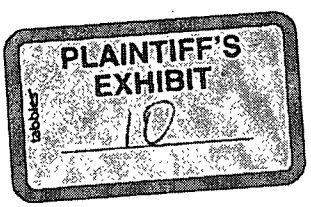
MEDICATIONS: He does not take any medications. He does take a liquid vitamin supplement and another supplement called KM, which is a liquid that he takes intermittently. He did take this the day before this occurred. I looked up KM on the Internet and it does contain potassium, calcium and iron but the rest of the ingredients are not listed in detail.

HABITS: He does not smoke, drink or do any drugs.

FAMILY HISTORY: Negative for any rheumatologic disorder, cancer or anything such as that.

IMMUNIZATIONS: Appear to be up-to-date.

REVIEW OF SYSTEMS: As listed above.



PHYSICAL EXAMINATION: An African-American gentleman, well developed, quite muscular, in no acute distress. His wife and daughter are present. He is afebrile. Pulse rate initially 109, now is 71. Blood pressure 180/83 initially, now 137/86. HEENT Exam: Pupils equal, round, reactive to light x two. Oropharynx is clear. Nasal mucosa normal. Neck: Supple, full range of motion. No thyromegaly or nodules. Heart: Regular rate and rhythm without audible murmur, gallop or rub. Abdomen: Positive bowel sounds, nontender, nondistended, no hepatosplenomegaly. Extremities: No cyanosis, no clubbing, no cord, no
edema. Neuro exam is nonfocal. He has no muscle spasm, twitching or tick that I can see. I failed to mention that he has had no significant exposure history to chemicals at work, nor has he had a tick bite, etc.

LAB: Lab work here showed a creatinine phosphokinase of 3506. Urine myoglobin was negative. Sodium was 138, bicarb 17, BUN creatinine 25 and 3.7. Calcium was 13.4. Urinalysis showed large blood, leukocyte esterase negative, many Hyaline casts. Hemoglobin was 20.0, white count was 12.8. EKG has not been done.

ASSESSMENT AND PLAN: An African-American gentleman presenting with what looks like heat stroke with rhabdomyolysis. We talked at length. It is unusual that this should occur again when it is not so hot outside, etc. We are going to do full labs, including an aldolase, repeat his labs currently, do an iron level. He denies any sickle cell trait or anything such as that, but I want to do a hemoglobin electrophoresis. Note, also, that we are going to do Lyme titers. I will do a sed rate. Real question whether or not he has had exposure to his supplements or chemicals at work, or anything that is prompting him to have recurrent rhabdomyolysis and renal failure because of it, or is this job actually just too strenuous and he has recurrent heat stroke. It may not be clear with the evaluation planned. Note that he will be hydrated, we will give him some intravenous Lasix as well in regards to the calcium being so elevated. We will watch him on a telemetry bed. An EKG will be done. As far as his renal function being so poor, with a BUN and creatinine of 25 and 3.7, this is worrisome, with the 3.7 out of proportion to the 25. We will do a renal ultrasound in the morning for completeness.

D: 05/31/2007 9:26 P T: 06/01/2007 8:35 A
Job ID#: 001981009 Doc #: 757130
cc: Bradley W. Word, M.D.

Signature Line
Electronically Signed & Verified on 06/09/2007 01:13
by Bradley W Word MD

Completed Action List:
* Perform by Word MD, Bradley W on 01 June 2007 8:35
* Sign by Word MD, Bradley W on 09 June 2007 1:13 09 June 2007 1:13
* VERIFY by Word MD, Bradley W on 09 June 2007 1:13

Printed by: Hamlin, Brenda F
Printed on: 7/24/2007 8:35

Discharge Documents

Performing Physician:	Performed Date/Time:	Authenticated By:	Authenticated Date/Time:
Powers MD, Heather M	6/4/2007 1:03:00 PM	Powers MD, Heather M	6/7/2007 12:55:25 PM

Discharge Summary
DISCHARGE DIAGNOSES:
1. Heatstroke.
2. Rhabdomyolysis.
3. Acute renal failure secondary to volume depletion.
4. Severe dehydration.
5. Hemoconcentration.
6. Hypercalcemia.

PROCEDURES: Renal ultrasound showing a normal kidney size without evidence of hydronephrosis or obstruction.

DISCHARGE MEDICATIONS: None.

HISTORY OF PRESENT ILLNESS AND HOSPITAL COURSE: Briefly, Mr. Moorer is a 33-year-old African American male with no real medical history other than a recent hospitalization for rhabdomyolysis and dehydration. He apparently is currently working as a railroad conductor and had been out in the heat. On the job he began to experience some cramping in his hands. He presented again to the emergency room where he had a CPK elevated in the 3000s.

Mr. Moorer was admitted to the BIMA service for acute renal failure and rhabdomyolysis in the emergency room. He was afebrile and otherwise hemodynamically stable with blood pressures in the 110s to 130s, sating 99% to 100% on room air. Laboratory data showed an elevated white count of 12.8 with a hemoglobin of 20 and normal platelet count of 316,000. His BUN and creatinine were elevated at 25 and 3.7 with an elevated calcium of 13.4. All of his parameters were consistent with hemoconcentration due to dehydration. His CPK was also elevated at greater than 3500. TSH was within normal limits. He was started on aggressive fluid resuscitation. Mr. Moorer seemed quite frustrated that he had a second episode of similar symptoms and elevated CPK in the past month. He is quite an athletic guy and has been athletic most of his life. He has also held similar jobs requiring the same amount of activity in the past without any previous difficulties. For this reason it was felt that his presenting symptoms were most likely due to severe dehydration related to heat exhaustion and possible early heatstroke. His parameters and renal function quickly improved with IV hydration. He did get a renal ultrasound which was negative with the results as above. By the time of discharge his BUN and creatinine had returned to normal at 13 and 1.1. Calcium had improved to 8.1 with no treatment other than fluid resuscitation. At the time of discharge his CPK is down to 1401, down from a high of 4734. We will discontinue his IV fluids. He is ambulating and tolerating a regular diet. He will be discharged home with the followup instructions as below.

DISCHARGE ACTIVITY: The patient may resume regular activity as tolerated. However, we have asked him to at least refrain from doing strenuous work and activity for the next week so that he may adequately recover. Anytime that he is out in any hot weather he should make sure that he is taking in adequate fluids which can be monitored by how frequently he is urinating.

DISCHARGE FOLLOWUP AND INSTRUCTIONS: Mr. Moorer should follow up with his primary care doctor, Dr. Dantzler who can repeat a CPK within the next few days to make sure that this is trending down. Once again, his renal

PLAINTIFF'S EXHIBIT
tabbies
1338

Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9202

John Knecht P.A.-C
Manager Medical Case
Management
(757) 823-5337

Received
Date
JUL 27 2007
Medical Services

Date: July 9, 2007

Fax: (843) 636-9303

To: James Dantzler, M.D.
5664 Memorial Blvd.
St. George, SC. 29477
Phone: 843-563-7477

From: John Knecht P.A.-C Manager Medical Case Management John Knecht PAC
Norfolk Southern Medical Dept.
Three Commercial Place
Norfolk, VA. 23510-9202

RE: Trumaine Moorer (#0178088) DOI 5/9/07 (Road Conductor)

Pages: (3)

Dear Dr. Dantzler:

Associate Medical Director, Paula J. Linz, M.D. and myself are presently evaluating Mr. Moorer's medical condition and fitness for duty.

Mr. Moorer is a 33 y/o Road Conductor for Norfolk Southern who has been off work and under your care for treatment of the following conditions: severe dehydration, heat exhaustion and acute renal failure. According to available medical records, on May 9, 2007 he reported a chief complaint of dizziness, muscle cramping and generalized weakness for which he was initially evaluated by D.P. McCarron, M.D. at Orangeburg Regional Medical Center, Emergency Department located in Orangeburg, South Carolina. He was diagnosed and hospitalized with findings consistent for dehydration, renal insufficiency, and acute rhabdomyolysis. His hospital treatment and recovery were reported as uneventful. Following resolution of the above conditions he was discharged on May 11, 2007 to follow up with his primary care physician.

Records received indicate that Mr. Moorer was under your care for dehydration and urinary obstruction from May 17, 2007 to May 21, 2007. He was released to return to work with no restriction on May 21, 2007. He returned to work, and approximately ten days later reported being back out in the heat experiencing recurrent total body muscle cramping for which he returned to the Emergency Department. Diagnostic blood lab testing performed at that time revealed marked increased in parameters consistent with hemoconcentration due to dehydration. CPK was markedly elevated with a reading of 3506. It was felt that his presenting symptoms were most likely due to severe dehydration related to heat exhaustion and possible early

PLAINTIFF'S EXHIBIT 12 tabbies

Operating Subsidiary: Norfolk Southern Railway Company

7/30/07 Called + spoke with Mr Moorer's physician (Dr Dantzler) office. I was advised that Dr Dantzler would like a 10 min break every 3-4 hours. /P Stevens

heatstroke. Throughout his period of hospitalization Mr. Moorer's clinical presentation improved with rehydration and his renal functions returned to baseline. He was discharged in stable condition and to refrain from strenuous work and activity. Discharge instructions included that he continue to remain hydrated along with performance of an updated CPK to document normalization of condition.

According to office records we received on June 12, 2007, Mr. Moorer followed up with you for the performance of additional diagnostic blood studies. We are in receipt of and have reviewed these studies that appear to indicate a return to baseline values.

Mr. Moorer had contacted the medical department expressing his intentions of returning back to work. We advised him we would be contacting you regarding your assistance in determining his ability to safely return to work.

In order to clarify Mr. Moorer's ability to safely return to work, we appropriately contacted Mr. Don Bryson, Division Superintendent, requesting his completion of the attached task listing for position of Road Conductor that we have attached for review. Given this *new* information, would you kindly advise us appropriately regarding a job match or advise us otherwise? *(Please check)*

✓ I agree that Mr. Moorer can safely perform his regular work as a Road Conductor based upon a review of the Road Conductor job tasks provided.

____ I disagree that Mr. Moorer can safely perform his regular work as a Road Conductor based upon a review of the Road Conductor job tasks provided due to the following reasons:

_____

As noted above, Mr. Moorer has a recent history of *recurrent heat injuries*. Please specifically advise if Mr. Moorer is at a significant risk of experiencing a recurrent heat injury should he perform the job duties of Road Conductor. Please also advise of any related work restrictions and/or accommodations deemed necessary:

Mr. Moorer is at increased risk of heat injury if he does not take frequent fluid & rehydrate with appropriate fluids.

In your opinion is Mr. Moorer at a significant risk of serious injury due to his kidney condition in the near future (within 6 months to one year) should he perform the job duties of Road Conductor? ____ Yes ✓ No *(Please check)*

Please advise if in your opinion Mr. Moorer is at a significant risk of experiencing an aggravation of his kidney condition in the near future if assigned to perform the job duties of a Road Conductor that in turn would then create a significant risk of serious injury?
____ Yes ✓ No *(Please check)*

MD
7/20/07

Also, we are unaware regarding the results of Mr. Moorer's hemoglobin electrophoresis testing that was referenced to a "*pending*" at the time of his hospital discharge. Given the above would you kindly advise us as to the results of this testing at your first convenience.

To expedite this matter, kindly fax this form at your earliest convenience to: (757) 629-2479, or if you wish I can be reached by phone at (757) 823-5337. Thank you!

Enclosure: Conductor Job Task Listing

cc: Mr. Turnaine Moorer
217 Roosevelt Street
Saint George, SC. 29477-2137

NORFOLK SOUTHERN

FORM MED - R (eff. 8/99)
Page 1 of 2

NORFOLK SOUTHERN CORPORATION
MEDICAL DEPARTMENT

Medical Record

Name (Last, First, Middle)			Social Security No.
Moorer, Trumaine			EIN 0178088
Home Address: (Street, City, State, Zip Code)			Work Phone No.: Home Phone No.:
Occupation Conductor	Department/Division	Supervisor	Other:

NOTE: Every Entry Should Be Dated and Signed.

8/1/07 I reviewed available records related to Mr Moorer's heat related illnesses on May 9th and Jun 1st. Records document that Mr Moorer experienced severe heat related illnesses characterized by rhabdomyolysis & acute renal failure, and likely early heat stroke. Both instances of heat illnesses required a period of hospitalization. Given Mr Moorer's documented recent history of severe heat related illnesses (recurrent), I consider him to be at a substantial risk of recurrent severe heat illness (should he be exposed to heat while performing heavy physical exertion). Therefore I recommend that Mr Moorer should be restricted from heat exposure while performing heavy physical exertion; and therefore medically disqualified as a Conductor. I reviewed this case and my recommendations with Dr Preble who concurs with my assessment & determination.

P J Lina MD

EXHIBIT
Law 6
9-30-08 CD

PLAINTIFF'S EXHIBIT
13

481

PROGRESS NOTES — Formedic

NAME Trumaine Moorer DATE OF BIRTH 6-11-73 PG#

DATE - TIME / CPT CODE | HT / WT | BMI | BP | P | T | ALLERGIES

8-3-2007 Wt. 222 T 98.7 BP 130/80

cc: Flu hospitalization of recent month - severity (same now)

s: Pt has hx of dehydration, doing well, no recent episodes

o: WDWN AA/O NAD, A+O.
Lungs - clear ⓑ; CV - RRR
Abd - soft, NT, ND, ⊕BS, ⊘HSM
Ext - ⊘ edema

A/P 1) Dehydration - resolved. Cont. current rehydration
2) Acute Bronchitis - 2° to flu, resolved.
3) Flu - pt will follow ⓟ internist
4) PRN

9-28-07 Wt: 227 T: 97.6 BP: 122/80 UA - Glu: Sm Pro 3+ (dm)

cc: f/u prev. visit - (abt better); also LBP

s: Pt. hx. of flu of dehydration. Also c/o pain in lower back. He notes not yet recovered/fully, bypassed on shoulder in R/B Dentist.

o: WDWN AA/O NAD, A+O.
Lungs - clear ⓑ; CV - RRR; Abd - soft, NT, ND, ⊕BS, ⊘HSM
Ext - ⊘ edema, FROM, normal gait, ⊘ CVA/point tender
Back - myalgia, FROM c pain in upper, ⊘ CVA/point tender
A/P 1) LBP - Cataflam 50 mg (°21 ⊘R) + tab TID c food prn
2) Dehydration - resolved, no recurrence.
3) F/u - 3 mos.

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GlaxoSmithKline
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Trumaine Moorer NKDA 6-11-73

05-17-07 (Cont.)

o: Abd - soft, NT, ND, ⊕BS, ⊖HSM
Ext - ⊖ edema, neurovasc intact, good skin turgor

A/P: 1) Dehydration - hx, limited during Dx; ↑ fluid intake, ⊖ caffeine/EtOH. Reviewed. Return to neg. duties.

2) Flu prn

06-12-2007 WA 217 T 98.2 BP 110/80

cc: Flu previous visit & hospital alignation

s: Pt. c ↑ urine, recent hosp. c dehydration, pneumonia etc. doing well ⊖ current. Pt. noted drinking only electrolyte types drinks (gatorade, etc.)

o: WDWN ♂ in NAD, AAO.
HEENT - TM's clear ⊖; nose - patent; OP - moist, clear
Lungs - clear ⊖; CV - RRR
Abd - soft, NT; ND, ⊕BS, ⊖HSM
Ext - ⊖ edema; Skin - warm & dry, good turgor.

A/P: 1) Dehydration - BMP, LFT, CBC ⊖. Reviewed. Pt. advised to take frequent breaks, drink water & electrolyte type fluids --> combination, not just 1 type of fluid. Avoid EtOH & caffeine. Return to neg. duties.

2) Flu prn

06/10/2008 TUE 11:11 [TX/RX NO 5711]

Trumaine Moore NKDA 6-11-73

07-10-2006 Wt. 223 T 97.9 BP 140/80 Ht 6'3½"

CC: MVA on Wednesday, July 5, 2006. Hit by another car on driver's front side; Seat Belt on, Seen & treated @ Trident ER. C/o some pain/discomfort on (L) side rib area.

S: Pt. was in MVA on 5 days ago. Now bottom of foot painful. Pt. was wearing seat belt & driver impact within vehicle. Also C pain in lower back. ∅ anticipated on Xrays. Seen @ Trident ER.

O: WDWN AAO x 3 in NAD, A+O.
HEENT - AT/NC; PERRL, EOMI, fundi clear (B); TM's clear (B); nose - patent; OP - clear (B)/R; neck - supple, FROM, ∅LAD
Lungs - clear (B); chest - symmetric C resp.; CV - RRR
Abd - soft, NT, ND, +BS, ∅HSM; Ext - ∅ edema, FROM, pulses 2+, tender (B) plantar midfoot C ∅ ecchymosis; Back - supple, FROM C pain in thoracic & paraspinal; Neuro - nonfocal; DTR 2+

A/P 1) Plantar fasciitis - Arch Supports (B). Wear daily (+ pain C ∅ R)

2) L-S strain - Cataflam 50 mg (#21 C ∅ R) + tab TID C food as pain.

3) F/u prn.

06-19-07 Wt 216 T 99.2 BP 120/70

CC: f/u after hosp stay (O'BWG), Kidney blockage & dehydration; severe cramping all over.

S: Pt. was hosp. F/u, noted cramps initially -> went to ER, given IV fluids - hosp. stay x 3 days.

O: WDWN AAO x 3 in NAD, A+O x 3 - clear & moist membranes
Lungs - clear (B); CV - RRR

06/10/2008 TUE 11:11 [TX/RX NO] NS-MOOR_000487

Trumaine Mooer NLDA 6-11-73

6-13-05 Wt. 205 T. 98.4 BP. 120/80

cc: HA x 2 months; ulcer on inside of lower lip; lifting child last PM and pulled back

s: 32 yo BM c HA in that type area off + on x 2 mo. Not causing congestion, bump in mouth. Pt. recently c ↑ wgt. in mid-East. Also c LBP ? lifting child last pm no ext. numbness or tingly.

o: WDWN AAM in NAD. A+O. ENT- TM's clear ⓑ; throat - patent; OP - fluid filled lesion ⓒ lip ? evidence of infection; ↑ post-PEERL, Conj, fundi clear ⓑ; neck - supple, FROM, ⓑ LAN Thyr. clear ⓑ; CV - RRR; Abd - soft, NT, ND, ⊕ BS, ⓑ HSM Ext - ⓑ edema, FROM, pulses 2⊕; Neuro - nonfocal, CN's II-XII grossly intact. DTR's - 2⊕; Back - FROM c pain in L-S spine, ⓑ point tenderness.

A/P 1) Mucocele - Pt. declined I+D. monitor.

2) tension HA - medrol dose pak (*15 c ⓟ.) + take q6° pm HA.

3) L-S strain - motrin 600 mg ↑ TID pm. Take c food.

4) F/u pm.

6-27-05 Wt. 204 T. 98.1 BP. 124/80

cc: still having HA

s: Pt. cont. to have HA in that position. Rec'd. meds. c little improvement.

o: WDWN AAM in NAD, A+O.
HEENT - WNL; neck - supple, FROM, ⓑ LAN
Thyr - clear ⓑ; CV - RRR; Abd - soft, NT, ND, ⊕ BS, ⓑ HSM
Ext - ⓑ edema, FROM, pulses 2⊕; Neuro - nonfocal.

A/P 1) tension HA - motrin (*15 c ⓟ2) ↑ - ↑ take ⓑ HA onset, then ↑/hrs. until relief. max. 5 tabs/d.

2) F/u pm.

06/10/2008 TUE 11:11 [TX/RX NO NS-MOOR_000488

U.S. Department of Commerce
National Oceanic & Atmospheric Administration

QUALITY CONTROLLED LOCAL CLIMATOLOGICAL DATA (final)

HOURLY OBSERVATIONS TABLE
ORANGEBURG MUNICIPAL ARPT (53854)
ORANGEBURG , SC
(05/2007)

National Climatic Data Center
Federal Building
151 Patton Avenue
Asheville, North Carolina 28801

Elevation: 196 ft. above sea level
Latitude: 33.462
Longitude: -80.858
Data Version: VER2

Date	Time (LST)	Station Type	Sky Conditions	Visibility (SM)	Weather Type	Dry Bulb Temp		Wet Bulb Temp		Dew Point Temp		Rel Humd %	Wind Speed (MPH)	Wind Dir	Wind Gusts (MPH)	Station Pressure (in. hg)	Press Tend	Net 3-hr Chg (mb)	Sea Level Pressure (in. hg)	Report Type	Precip. Total (in)	Alti-meter (in. hg)
						(F)	(C)	(F)	(C)	(F)	(C)											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
30	0053	12	CLR	6.00	HZ	62	16.7	59	15.0	57	13.9	84	0	000		29.97	8	004	30.17	AA		30.18
30	0153	12	CLR	5.00	BR	61	16.1	59	15.1	58	14.4	90	0	000		29.97			30.17	AA		30.18
30	0253	12	CLR	4.00	BR	60	15.6	59	14.9	58	14.4	93	0	000		29.96			30.16	AA		30.17
30	0353	12	CLR	4.00	BR	60	15.6	59	14.9	58	14.4	93	3	280		29.96	5	004	30.16	AA		30.17
30	0453	12	CLR	4.00	BR	58	14.4	57	13.8	56	13.3	93	0	000		29.97			30.17	AA		30.18
30	0553	12	CLR	3.00	BR	59	15.0	58	14.3	57	13.9	93	0	000		29.98			30.19	AA		30.19
30	0653	12	CLR	4.00	BR	65	18.3	63	17.0	61	16.1	87	0	000		29.98	3	010	30.19	AA		30.20
30	0753	12	CLR	6.00	HZ	73	22.8	67	19.6	64	17.8	74	5	310		30.00			30.20	AA		30.21
30	0853	12	CLR	8.00		79	26.1	69	20.4	63	17.2	58	5	360		30.00			30.20	AA		30.21
30	0953	12	CLR	9.00		83	28.3	68	20.2	60	15.6	46	6	320		30.00	0	003	30.20	AA		30.21
30	1053	12	CLR	10.00		86	30.0	66	20.2	58	14.4	39	5	VR		30.00			30.19	AA		30.21
30	1153	12	CLR	9.00		87	30.6	68	19.8	56	13.3	35	6	VR		29.98			30.18	AA		30.19
30	1253	12	CLR	10.00		90	32.2	69	20.3	55	13.3	32	8	190		29.96	8	015	30.16	AA		30.17
30	1353	12	CLR	10.00		91	32.8	69	20.8	57	13.9	32	9	050		29.94			30.14	AA		30.15
30	1453	12	CLR	9.00		89	31.7	68	20.2	58	13.3	33	6	070		29.93			30.13	AA		30.14
30	1553	12	CLR	9.00		88	31.1	69	20.5	58	14.4	36	9	130		29.91	6	015	30.11	AA		30.12
30	1653	12	CLR	8.00		88	31.1	69	20.5	58	14.4	36	7	130		29.90			30.11	AA		30.11
30	1753	12	CLR	8.00		87	30.6	69	20.6	59	15.0	39	8	160		29.89			30.10	AA		30.10
30	1853	12	CLR	9.00		82	27.8	69	20.6	62	16.7	51	7	180		29.91	5	003	30.11	AA		30.12
30	1953	12	CLR	10.00		79	26.1	66	18.9	58	14.4	49	6	190		29.92			30.12	AA		30.13
30	2053	12	CLR	10.00		76	24.4	65	18.3	58	14.4	54	6	180		29.93			30.14	AA		30.14
30	2153	12	CLR	10.00		74	23.3	64	17.6	57	13.9	56	6	090		29.95	3	015	30.15	AA		30.16
30	2253	12	CLR	10.00		71	21.7	62	16.7	56	13.3	59	3	VR		29.95			30.14	AA		30.16
30	2353	12	CLR	10.00		69	20.6	61	16.3	56	13.3	63	0	000		29.94			30.14	AA		30.15

Dynamically generated Mon Oct 20 18:03:37 EDT 2008 via http://cdo.ncdc.noaa.gov/qclcd/QCLCD

U.S. Department of Commerce
National Oceanic & Atmospheric Administration

QUALITY CONTROLLED LOCAL CLIMATOLOGICAL DATA (final)

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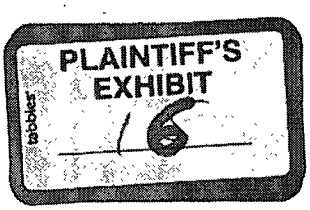
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
31	0053	12	CLR	9.00		67	19.4	61	16.1	57	13.9	70	0	000		29.94	5	004	30.14	AA		30.15
31	0153	12	CLR	8.00		66	18.9	61	16.2	58	14.4	76	3	140		29.93			30.13	AA		30.14
31	0253	12	CLR	7.00		64	17.8	61	16.1	59	15.0	84	0	000		29.92			30.12	AA		30.13
31	0353	12	CLR	7.00		64	17.8	62	16.4	60	15.6	87	0	000		29.93	5	001	30.13	AA		30.14
31	0453	12	CLR	6.00	BR	63	17.2	61	16.2	60	15.6	90	0	000		29.94			30.14	AA		30.15
31	0553	12	CLR	5.00	BR	64	17.8	62	16.7	61	16.1	90	0	000		29.96			30.16	AA		30.17
31	0653	12	FEW100	5.00	HZ	70	21.1	66	19.0	64	17.8	81	0	000		29.96	1	010	30.16	AA		30.17
31	0753	12	CLR	6.00	HZ	73	22.8	67	19.6	64	17.8	74	0	000		29.97			30.17	AA		30.18
31	0853	12	CLR	6.00	HZ	76	24.4	69	20.5	65	18.3	69	0	000		29.97			30.17	AA		30.18
31	0953	12	CLR	8.00		79	26.1	69	20.4	63	17.2	58	5	VR		29.97	0	003	30.17	AA		30.18
31	1053	12	CLR	9.00		81	27.2	68	19.8	60	15.6	49	0	000		29.97			30.17	AA		30.18
31	1153	12	CLR	8.00		85	29.4	70	21.2	62	16.7	46	6	VR		29.95			30.15	AA		30.16
31	1253	12	CLR	9.00		87	30.6	69	20.6	59	15.0	39	8	080		29.93	8	015	30.13	AA		30.14
31	1353	12	FEW050	7.00		86	30.0	70	21.3	62	16.7	45	10	130		29.90			30.10	AA		30.11
31	1453	12	FEW055	6.00	HZ	88	31.1	71	21.7	62	16.7	42	7	VR		29.88			30.08	AA		30.09
31	1553	12	FEW060	6.00	HZ	87	30.6	70	21.2	61	16.1	42	9	120		29.87	6	021	30.06	AA		30.08
31	1653	12	CLR	7.00		87	30.6	69	20.6	59	15.0	39	8	130		29.86			30.06	AA		30.07
31	1753	12	CLR	7.00		85	29.4	69	20.3	59	15.0	41	8	120		29.85			30.05	AA		30.06
31	1853	12	CLR	10.00		82	27.8	68	20.0	60	15.6	47	8	130		29.86	5	000	30.06	AA		30.07
31	1953	12	CLR	10.00		77	25.0	65	18.5	58	14.4	52	8	150		29.89			30.09	AA		30.10
31	2053	12	CLR	10.00		75	23.9	65	18.1	58	14.4	56	5	150		29.91			30.11	AA		30.12
31	2153	12	CLR	10.00		72	22.2	64	17.5	58	14.4	62	5	130		29.92	1	020	30.12	AA		30.13
31	2253	12	CLR	10.00		70	21.1	63	17.4	59	15.0	68	5	130		29.93			30.13	AA		30.14
31	2353	12	CLR	10.00		67	19.4	63	17.1	60	15.6	78	0	000		29.92			30.12	AA		30.13

Dynamically generated Mon Sep 29 17:54:02 EDT 2008 via http://cdo.ncdc.noaa.gov/qclcd/QCLCD



212

TRIP NO. 01d601

PATIENT IDENTIFICATION (PCR) (101-119)

LAST NAME (10-29): Moore
FIRST NAME (30-45): Trumaine V.
MI (46): H
STREET (47-71): 217 Roseveit St
APT #
CITY (72-87): St. George
STATE (88-89): SC
ZIP CODE (90-94): 29479
SSN (95-103): 247239317

DISPOSITION (119-131)

01 [ ] TREATED/NO TRANS.
02 [ ] DOA AT SCENE
03 [X] HOSPITAL ER
04 [ ] HOSP. DIR. ADMIT
05 [ ] PATIENT'S HOME
06 [ ] NURSING HOME
07 [ ] DR'S OFFICE
08 [ ] OUTPATIENT
10 [ ] REFUSED TREAT
13 [ ] EMS TRANSFER

TYPE OF INCIDENT

TRAUMA (112)
1 [ ] MVA
2 [ ] MC
3 [ ] BIKES
4 [X] PED
5 [ ] ASSAULT
6 [ ] FALL
7 [ ] FIRE
8 [ ] INTERFAC
9 [ ] OTHER

MEDICAL (113)
1 [ ] ENVIRON
2 [ ] BEHAV
3 [ ] OBGYN
4 [ ] RESP
5 [ ] CARDIAC
6 [ ] INTERFAC
7 [X] OTHER

CALL TYPE

TO SCENE (114): 1 [X] EMERGENT; 2 [ ] NONEMERGENT; CODE 03
ON SCENE (115): 1 [ ] URGENT; 2 [X] NON URGENT; CODE 01
FROM SCENE (116): 1 [ ] URGENT; 2 [X] NON URGENT

PATIENT STATUS

INCIDENT LOCATION

ST. OR HWY. NAME OR NO.: 1770 Andrews Rd
CITY: Columbia SC
County (117-118): 40
Zip Code (119-123): 29201

SEX (104)

1 [X] Male
2 [ ] Female
3 [ ] Undetermined

RACE (105)

1 [ ] White
2 [X] Black
3 [ ] Am. Indian
4 [ ] Hispanic
5 [ ] Asian
6 [ ] Other

AGE (106-107)

033
CHECK ONE
1 [X] YRS.
2 [ ] MOS.
3 [ ] DAYS

SAFETY EQP. (124)

1 [ ] Seatbelts
2 [ ] Helmets
3 [ ] Airbags
4 [X] Child Seat
5 [X] None
6 [ ] Unkn.

SITE OF INCIDENT (125)

1 [X] ROADWAY
2 [ ] RESIDENCE
3 [ ] INDUSTRIAL
4 [ ] RECREATION/
5 [ ] AGRICULTUR/
6 [X] OTHER

PRELIMINARY IMPRESSIONS (MARK ONLY ONE) (132-134)

003 [ ] Seizure
004 [ ] Diabetic
013 [ ] Abrasion/Contusions
013 [ ] Laceration
023 [ ] Fracture
024 [ ] Multitrauma/Shock
030 [ ] Head Injury
032 [ ] Spinal Injury
034 [ ] Stroke
051 [ ] G.I. Problems
074 [ ] Respiratory Distress
080 [ ] Coronary Problems
083 [ ] Cardiac Arrest
111 [ ] Other
001 [ ] Other

PRIMARY IMPRESSION (135-140)

0011

TREATMENT/PROCEDURE (141-172)

01 [ ] Dressing Applied
02 [ ] Limb Splinted
03 [ ] Spine Immobilized
04 [ ] Neck Immobilized
05 [ ] OB Assistance
06 [ ] Oral Airway Used
07 [X] Oxygen Given
08 [ ] Suction Used
09 [ ] Antishock Trousers
10 [ ] Airway Maintained
11 [ ] Antishock Tourniquet
12 [ ] Artificial Resp.
13 [ ] Cardiac Massage
14 [ ] Bleeding Controlled
15 [ ] Cold Application
16 [ ] Patient Restrained
17 [X] Other (Use Comment)
18 [ ] Ventilator

HOSPITAL CODE (173-180)

ADVANCED PROCEDURES (181-223)

1. [X] EKG Monitored — Rhythm: ST — Time: 1625
2. [ ] First Defib Attempted — Wall Sec: 57 — Time: 1625
   Post Defib — Rhythm:
3. [ ] Second Defib Attempted — Wall Sec: — Time:
   Post Defib — Rhythm:
4. [ ] Third Defib Attempted — Wall Sec: — Time:
   Post Defib — Rhythm:
5. [ ] INTUBATED — [ ] ET — Size: — Total # Attempts: (224)
   [ ] RSI [ ] LMA [ ] Cricо
6. [ ] EXTERNAL PACING
7. [ ] BLOOD DRAWN — DEXTROSE BOL: 134
8. [X] IV STARTED/GAUGE: 16 — SOLUTION: NS — RATE: WO/KVO — TIME: 1628 — IV VOLUME: 200cc
9. [ ] IV STARTED/GAUGE — SOLUTION — RATE — IV VOLUME
10. [X] IV ATTEMPTED Total #: 1 (225)
11. [ ] PLEURAL DECOMPRESSION — Time:
12. [ ] INTRAOSSEOUS INF.
13. [ ] AUTOMATIC DEFIB
14. [ ] PATIENT ASSISTED MEDS

Ordering Physician (Please): Restarting Orders (Signature)

DRUGS USED (220-221)

DRUG	DOSE	TIME	DRUG	DOSE	TIME

REVISED TRAUMA SCORE

GCS (242) EYES
(243) VERBAL
(244) MOTOR
(245-249) GLASGOW
(247-249) SBP
(250-252) RR
RTS (254-25
(253) ANATOMICAL INJ. 1 [ ] YES 2 [ ] NO

SITE OF TRAUMA (181-189)

1 [ ] Head
2 [ ] Face
3 [ ] Neck
4 [ ] Chest
5 [ ] Abdomen
6 [ ] Pelvis
7 [ ] Upper Ext.
8 [ ] Lower Ext.
9 [ ] Back

VITAL SIGNS

BP	PULSE	RESPIRATIONS	PUPIL	LEVEL OF CONSC.	TI
1	124 [X] REG. [ ] IRREG.	24 [X] REG. [ ] IRREG.	E	A	1602
108/64	112 [ ] REG. [X] IRREG.	20 [ ] REG. [X] IRREG.	E	A	1603
110/72	108 [X] REG. [ ] IRREG.	22 [X] REG. [ ] IRREG.	E	A	1604
1	[ ] REG [ ] IRREG.	[ ] REG. [ ] IRREG.			
1	[ ] REG. [ ] IRREG.	[ ] REG. [ ] IRREG.			

EXPOSURE TO PT's BODY FLUIDS? (256) 1 [ ] YES 2 [X] NO

1st Responder (257) 1 [X] YES Name: CRFS 2 [ ] NO

COMMENTS (INCLUDE CHIEF COMPLAINT/OBSERVATIONS/AGENCY RESPONSE/TURNAROUND)

C/C overheated c NSV, HA, general body cramps. Found pt sitting on stool/chair of locomotive @ railyard c Co-workers present. Had open airway; normal respirations; strong radial pulse. Co-workers related pt became overheated; c/o severe cramp, NSV, + HA. No Hx/Meds. NKDA. Related similar episode 2-3 wks while @ work - Tx @ TCMC. Lifted pt out of locomotive to stairchai down to ground from platform on locomotive; to stretcher; to unit. V/S: Color: N; Cut+M: MAE, BS: C+E. Pulse ox @ 992 EKG. BGL. O2 @ 6 LPM via NC. IV initiated in (L) AC. Bmcc ER notified. Continued to c/

Patient Care Form Left In (258): 1 [X] ED 2 [ ] ICU 3 [ ] OTHER Cramps enroute. Report given to ER staff [X] See Page

TIME RECORD

RUN DATE (259-265): MONTH 05 DAY 31 YEAR 07

Call Received (267-270)	1556
Call Dispatched (271-274)	1557
Departed Base (275-278)	1559
Arrive Scene (279-282)	1611
Departed Scene (283-286)	1632
Arrive Destination (287-290)	1650

CAUSE OF DELAY

PRIOR PERMIT NO. (291-298)

0491 14

RECEIVING AGENCY (299-306)

672 2017 601

SENDING AGENCY (307-314)

ATTENDANT'S SIGNATURE & IDENTIFICATION NO.

PRIMARY PATIENT ATTENDANT (309-314): C Plant Plant 81783
2ND ATTENDANT/DRIVER (309-314):
3RD ATTENDANT/DRIVER (315-320):
RECEIVING HOSPITAL PHYSICIAN:

PLAINTIFF'S EXHIBIT 17 12-19-19

DHEC 1050 REV. (01/2004)

REPORT NO. NS-MOOR_001077

D H E C
PROMOTE PROTECT PROSPER

South Carolina Patient Care Report
Supplemental Form
Division of Emergency Medical Services

Report Number: 704850 Provider Number: 04914 Trip Number: 672601 Date: 05-31-07

Patient Name: Mr. Trumaine V. Moorer 33 BM

Address: 217 Roosevelt Street, St George, SC. 29477

Time	Notes
	Ept placed room 10. (CO)

Signatures & Numbers

Attendant A: C Plant (Name) Plant 81487 (No.)

Attendant B: J Pharr (Name) 2551 (No.)

DHEC 1060 (07/1998)

NS-MOOR_001078

Detail for Will Deshazor Emp # 0155191: 770-296-5027

Volce, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/31	6:22A	843-906-4729	Peak	IN Allow	Hartsville SC	Incoming CL	5	---	---	---
5/31	6:26A	843-906-4729	Peak	IN Allow	Bowman SC	Charleston SC	2	---	---	---
5/31	6:30A	843-906-4729	Peak	IN Allow	Holly Hill SC	Incoming CL	3	---	---	---
5/31	7:01A	706-086-0431	Peak	PlanAllow	Gaston SC	Incoming CL	2	---	---	---
5/31	7:02A	770-519-5915	Peak	IN Allow	Gaston SC	Gainesvl GA	4	---	---	---
5/31	7:05A	843-906-4729	Peak	IN Allow	West Colum SC	Charleston SC	1	---	---	---
5/31	7:06A	843-906-4729	Peak	IN Allow	West Colum SC	Incoming CL	2	---	---	---
5/31	7:17A	888-776-3766	Peak	PlanAllow	West Colum SC	Toll-Free CL	13	---	---	---
5/31	7:20A	843-906-4729	Peak	IN Allow,CallWait	West Colum SC	Incoming CL	2	---	---	---
5/31	7:59A	843-906-4729	Peak	IN Allow	West Colum SC	Incoming CL	3	---	---	---
5/31	8:32A	000-000-0086	Peak	PlanAllow,CallWA	Prosperity SC	Voice Mail CL	1	---	---	---
5/31	8:33A	770-862-2676	Peak	IN Allow	Prosperity SC	Atlanta NE GA	3	---	---	---
5/31	9:01A	404-529-1000	Peak	PlanAllow	Greenwood SC	Incoming CL	5	---	---	---
5/31	9:05A	843-906-4729	Peak	IN Allow	Gray Court SC	Charleston SC	11	---	---	---
5/31	9:22A	678-025-4829	Peak	PlanAllow	Greenville SC	Atlanta NE GA	1	---	---	---
5/31	9:23A	770-722-0248	Peak	IN Allow,CallWait	Greenville SC	Incoming CL	9	---	---	---
5/31	10:19A	000-000-0086	Peak	PlanAllow,CallWA	Greer SC	Voice Mail CL	1	---	---	---
5/31	10:20A	803-528-0730	Peak	IN Allow	Greer SC	Columbia SC	3	---	---	---
5/31	12:32P	864-313-6917	Peak	IN Allow	Blacksburg SC	Incoming CL	3	---	---	---
5/31	12:34P	843-906-4729	Peak	IN Allow,CallWait	Blacksburg SC	Incoming CL	2	---	---	---
5/31	12:35P	843-200-1611	Peak	PlanAllow	Blacksburg SC	Charleston SC	2	---	---	---
5/31	12:36P	843-906-4729	Peak	IN Allow	Blacksburg SC	Charleston SC	2	---	---	---
5/31	12:56P	770-634-5566	Peak	IN Allow	Blacksburg SC	Atlanta NE GA	5	---	---	---
5/31	1:05P	770-634-5566	Peak	IN Allow	Blacksburg SC	Incoming CL	2	---	---	---
5/31	1:09P	770-519-0524	Peak	IN Allow	Blacksburg SC	Gainesvl GA	5	---	---	---
5/31	1:17P	770-634-5566	Peak	IN Allow	Blacksburg SC	Atlanta NE GA	2	---	---	---
5/31	1:23P	803-727-5220	Peak	IN Allow	Blacksburg SC	Columbia SC	4	---	---	---
5/31	2:03P	864-752-5713	Peak	IN Allow	Blacksburg SC	Greenville SC	4	---	---	---
5/31	2:13P	864-752-5713	Peak	IN Allow	Blacksburg SC	Incoming CL	2	---	---	---
5/31	2:26P	843-437-0307	Peak	PlanAllow	Gaffney SC	Incoming CL	1	---	---	---
5/31	2:26P	803-727-5220	Peak	IN Allow	Gaffney SC	Columbia SC	1	---	---	---
5/31	2:28P	843-906-4729	Peak	IN Allow	Gaffney SC	Charleston SC	5	---	---	---
5/31	2:34P	803-727-5220	Peak	IN Allow	Gaffney SC	Columbia SC	7	---	---	---
5/31	2:43P	803-727-5220	Peak	IN Allow	Spartanbur SC	Incoming CL	4	---	---	---
5/31	2:58P	803-308-1439	Peak	PlanAllow	Spartanbur SC	Incoming CL	1	---	---	---
5/31	2:59P	803-308-1439	Peak	PlanAllow	Spartanbur SC	Orangeburg SC	1	---	---	---
5/31	3:00P	803-308-1439	Peak	PlanAllow	Spartanbur SC	Orangsburg SC	1	---	---	---
5/31	3:07P	404-357-8203	Peak	IN Allow	Spartanbur SC	Incoming CL	2	---	---	---
5/31	3:23P	803-727-5220	Peak	IN Allow	Greer SC	Incoming CL	3	---	---	---
5/31	3:26P	864-630-6424	Peak	IN Allow	Greer SC	Greenville SC	1	---	---	---
5/31	3:27P	864-752-5713	Peak	IN Allow	Greer SC	Mobile CL	4	---	---	---
5/31	3:31P	803-727-5220	Peak	IN Allow	Greenville SC	Columbia SC	2	---	---	---
5/31	3:42P	864-752-5713	Peak	IN Allow	Greenville SC	Incoming CL	2	---	---	---
5/31	3:45P	843-906-4729	Peak	IN Allow	Greenville SC	Incoming CL	4	---	---	---
5/31	4:16P	843-992-3705	Peak	PlanAllow	Greenville SC	Incoming CL	4	---	---	---

Order #: 12507 Copy #: 03 Control #:4000002S:00000793

PLAINTIFF'S EXHIBIT 19

Detail for Will Deshazor Emp # 0155191: 770-296-5027

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/31	4:39P	803-727-5220	Peak	IN Allow	Greenville SC	Incoming CL	5	---	---	---
5/31	4:44P	843-906-4729	Peak	IN Allow	Greenville SC	Charleston SC	9	---	---	---
5/31	4:53P	843-906-4729	Peak	IN Allow	Fountain I SC	Incoming CL	2	---	---	---
5/31	5:04P	803-727-5220	Peak	IN Allow	Greenwood SC	Incoming CL	2	---	---	---
5/31	5:10P	843-906-4729	Peak	IN Allow	Clinton SC	Charleston SC	1	---	---	---
5/31	5:10P	843-906-4729	Peak	IN Allow	Clinton SC	Charleston SC	2	---	---	---
5/31	5:36P	000-000-0086	Peak	PlanAllow,CallVM	Pomaria SC	Voice Mail CL	1	---	---	---
5/31	5:44P	843-814-4761	Peak	PlanAllow	Chapin SC	Charleston SC	2	---	---	---
5/31	5:46P	404-589-9655	Peak	PlanAllow	Irmo SC	Atlanta GA	1	---	---	---
5/31	5:47P	843-563-4851	Peak	PlanAllow	Irmo SC	ST George SC	1	---	---	---
5/31	5:48P	843-906-4729	Peak	IN Allow	Irmo SC	Charleston SC	28	---	---	---
5/31	5:58P	843-367-8093	Peak	PlanAllow,CallWait	Irmo SC	Incoming CL	2	---	---	---
5/31	6:16P	843-200-1611	Peak	PlanAllow	Columbia SC	Charleston SC	1	---	---	---
5/31	6:31P	803-727-5220	Peak	IN Allow	Columbia SC	Columbia SC	1	---	---	---
5/31	6:37P	803-727-5220	Peak	IN Allow	Columbia SC	Columbia SC	1	---	---	---
5/31	6:41P	843-906-4729	Peak	IN Allow	Columbia SC	Charleston SC	1	---	---	---
5/31	6:48P	803-727-5220	Peak	IN Allow	Columbia SC	Columbia SC	1	---	---	---
5/31	6:52P	843-509-1776	Peak	PlanAllow	Columbia SC	Charleston SC	2	---	---	---
5/31	7:01P	843-906-4729	Peak	IN Allow	Columbia SC	Incoming CL	0	---	---	---
5/31	7:06P	803-727-5220	Peak	IN Allow,CallWait	Columbia SC	Incoming CL	4	---	---	---
5/31	7:23P	803-308-1439	Peak	PlanAllow	Columbia SC	Orangeburg SC	7	---	---	---
5/31	7:30P	843-906-4729	Peak	IN Allow	Columbia SC	Charleston SC	3	---	---	---
5/31	7:57P	803-727-5220	Peak	IN Allow	Columbia SC	Incoming CL	7	---	---	---
5/31	8:03P	404-589-9655	Peak	PlanAllow	Columbia SC	Atlanta GA	2	---	---	---
5/31	8:34P	864-752-5713	Peak	IN Allow	Columbia SC	Greenville SC	2	---	---	---
5/31	8:35P	803-727-5220	Peak	IN Allow	Columbia SC	Mobile CL	0	---	---	---
5/31	8:50P	803-727-5220	Peak	IN Allow	Columbia SC	Incoming CL	1	---	---	---
5/31	8:52P	803-873-1826	Peak	IN Allow	Columbia SC	Incoming CL	4	---	---	---
5/31	8:57P	803-727-5220	Peak	IN Allow	Columbia SC	Incoming CL	2	---	---	---
5/31	9:04P	803-873-1826	Off-Peak	IN Allow	Columbia SC	Incoming CL	3	---	---	---
5/31	9:24P	843-906-4729	Off-Peak	IN Allow	Columbia SC	Incoming CL	2	---	---	---
5/31	10:26P	803-727-5220	Off-Peak	IN Allow	Swansea SC	Columbia SC	1	---	---	---
5/31	11:03P	803-727-5220	Off-Peak	IN Allow	Hartsville SC	Columbia SC	1	---	---	---
5/31	11:20P	803-727-5220	Off-Peak	IN Allow	Summerville SC	Incoming CL	23	---	---	---
6/01	7:16A	888-776-3766	Peak	PlanAllow	N Charlest SC	Toll-Free CL	10	---	---	---
6/01	9:14A	770-862-2676	Peak	IN Allow	Kinards SC	Incoming CL	2	---	---	---
6/01	10:32A	803-727-5220	Peak	IN Allow	Anderson SC	Incoming CL	4	---	---	---
6/01	10:35A	843-437-0307	Peak	PlanAllow	Anderson SC	Charleston SC	1	---	---	---
6/01	10:35A	803-727-5220	Peak	IN Allow	Anderson SC	Columbia SC	2	---	---	---
6/01	10:54A	000-000-0086	Peak	PlanAllow,CallVM	Lavonia GA	Voice Mail CL	2	---	---	---
6/01	10:55A	864-423-8576	Peak	IN Allow	Lavonia GA	Greenville SC	3	---	---	---
6/01	11:28A	803-727-5220	Peak	IN Allow	Gainesvill GA	Incoming CL	1	---	---	---
6/01	11:33A	540-525-4090	Peak	IN Allow	Gainesvill GA	Roanoke VA	0	---	---	---
6/01	11:41A	843-906-4729	Peak	IN Allow	Gainesvill GA	Charleston SC	5	---	---	---
6/01	11:44A	404-768-9023	Peak	IN Allow,CallWait	Gainesvill GA	Incoming CL	3	---	---	---

Detail for David Stinson: 803-727-5220

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/30	5:46P	256-658-1242	Peak	PlanAllow	Mount Plea SC	Incoming CL	2	---	---	---
5/30	6:56P	937-623-1735	Peak	IN Allow	MT Pleasan SC	Incoming CL	2	---	---	---
5/30	7:47P	276-219-0258	Peak	PlanAllow	North Char SC	Incoming CL	7	---	---	---
5/30	7:55P	803-528-6050	Peak	IN Allow	Summervll SC	Columbia SC	5	---	---	---
5/30	8:00P	256-658-1242	Peak	PlanAllow	Summervil SC	Huntsville AL	5	---	---	---
5/30	8:30P	803-528-6050	Peak	IN Allow	Holly Hil SC	Mobile CL	3	---	---	---
5/30	9:18P	803-586-8088	Off-Peak	PromoAllow	Columbia SC	Incoming CL	1	---	---	---
5/30	11:08P	000-000-0006	Off-Peak	PromoAllow,CallWt	Columbia SC	Voice Mail CL	1	---	---	---
5/30	11:09P	803-873-1826	Off-Peak	IN Allow	Columbia SC	Mobile CL	6	---	---	---
5/30	11:30P	803-733-3939	Off-Peak	PromoAllow	Lexington SC	Columbia SC	9	---	---	---
5/31	7:15A	888-776-3766	Peak	PlanAllow	Lexington SC	Toll-Free CL	15	---	---	---
5/31	7:40A	843-906-4729	Peak	IN Allow	Lexington SC	Incoming CL	20	---	---	---
5/31	7:59A	803-318-4449	Peak	PlanAllow	Lexington SC	Columbia SC	1	---	---	---
5/31	8:06A	000-000-0006	Peak	PlanAllow,CallWt	West Colum SC	Voice Mail CL	1	---	---	---
5/31	8:07A	803-318-4449	Peak	PlanAllow	West Colum SC	Columbia SC	2	---	---	---
5/31	9:05A	404-253-7920	Peak	PlanAllow	Columbia SC	Incoming CL	6	---	---	---
5/31	10:26A	706-738-7777	Peak	PlanAllow	Columbia SC	Incoming CL	2	---	---	---
5/31	10:50A	276-720-6204	Peak	IN Allow	Columbia SC	Incoming CL	18	---	---	---
5/31	11:21A	803-318-4449	Peak	PlanAllow	Columbia SC	Columbia SC	11	---	---	---
5/31	11:37A	865-414-1602	Peak	IN Allow	West Colum SC	Knoxville TN	1	---	---	---
5/31	11:50A	706-840-5210	Peak	IN Allow	West Colum SC	Augusta GA	43	---	---	---
5/31	12:36P	843-906-4729	Peak	IN Allow	Lexington SC	Charleston SC	1	---	---	---
5/31	12:37P	803-920-9693	Peak	IN Allow	Lexington SC	Columbia SC	4	---	---	---
5/31	12:46P	843-906-4729	Peak	IN Allow	Lexington SC	Incoming CL	3	---	---	---
5/31	1:14P	843-906-4729	Peak	IN Allow	West Colum SC	Charleston SC	6	---	---	---
5/31	1:23P	770-296-5027	Peak	IN Allow	West Colum SC	Incoming CL	4	---	---	---
5/31	1:37P	304-325-4495	Peak	PlanAllow	West Colum SC	Bluefield WV	1	---	---	---
5/31	1:39P	803-420-1776	Peak	PlanAllow	West Colum SC	Incoming CL	2	---	---	---
5/31	2:08P	304-325-4495	Peak	PlanAllow	Columbia SC	Bluefield WV	1	---	---	---
5/31	2:34P	770-296-5027	Peak	IN Allow	Columbia SC	Incoming CL	7	---	---	---
5/31	2:42P	000-000-0006	Peak	PlanAllow,CallWt	Columbia SC	Voice Mail CL	1	---	---	---
5/31	2:42P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	4	---	---	---
5/31	2:59P	803-873-1826	Peak	IN Allow	Columbia SC	Incoming CL	3	---	---	---
5/31	3:13P	803-456-3311	Peak	PlanAllow	Columbia SC	Incoming CL	1	---	---	---
5/31	3:21P	404-357-8203	Peak	IN Allow	Columbia SC	Incoming CL	2	---	---	---
5/31	3:22P	404-357-8203	Peak	IN Allow	Columbia SC	Incoming CL	1	---	---	---
5/31	3:23P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	3	---	---	---
5/31	3:29P	803-873-1826	Peak	IN Allow	Columbia SC	Mobile CL	4	---	---	---
5/31	3:31P	770-296-5027	Peak	IN Allow,CallWat	Columbia SC	Incoming CL	1	---	---	---
5/31	3:38P	864-752-5713	Peak	IN Allow	Columbia SC	Incoming CL	4	---	---	---
5/31	3:41P	803-873-1826	Peak	IN Allow,CallWat	Columbia SC	Incoming CL	1	---	---	---
5/31	3:53P	864-752-5713	Peak	IN Allow	Columbia SC	Greenville SC	1	---	---	---
5/31	3:54P	803-733-3939	Peak	PlanAllow	Columbia SC	Columbia SC	1	---	---	---
5/31	3:54P	864-752-5713	Peak	IN Allow	Columbia SC	Greenville SC	1	---	---	---
5/31	3:56P	803-873-1826	Peak	IN Allow	Columbia SC	Mobile CL	1	---	---	---

Order #: 2507 Copy #: 03 Control #:40000026-00003855

PLAINTIFF'S EXHIBIT 20

Detail for David Stinson: 803-727-5220

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/31	3:57P	803-733-3930	Peak	PlanAllow	Columbia SC	Columbia SC	1	---	---	---
5/31	4:04P	864-752-5713	Peak	IN Allow	Columbia SC	Incoming CL	1	---	---	---
5/31	4:33P	864-752-5713	Peak	IN Allow	Columbia SC	Incoming CL	5	---	---	---
5/31	4:39P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	5	---	---	---
5/31	5:04P	770-295-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	2	---	---	---
5/31	5:39P	803-733-3930	Peak	PlanAllow	Columbia SC	Columbia SC	2	---	---	---
5/31	5:40P	843-906-4720	Peak	IN Allow,CallWait	Columbia SC	Incoming CL	1	---	---	---
5/31	5:40P	000-000-0086	Peak	PlanAllow,CallVM	Columbia SC	Voice Mail CL	1	---	---	---
5/31	5:41P	843-906-4720	Peak	IN Allow	Columbia SC	Charleston SC	1	---	---	---
5/31	5:41P	843-906-4720	Peak	IN Allow	Columbia SC	Charleston SC	5	---	---	---
5/31	5:46P	803-528-6050	Peak	IN Allow	Columbia SC	Mobile CL	6	---	---	---
5/31	7:05P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	4	---	---	---
5/31	7:22P	865-414-1682	Peak	IN Allow	Columbia SC	Incoming CL	2	---	---	---
5/31	7:57P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	7	---	---	---
5/31	8:13P	864-752-5713	Peak	IN Allow	Columbia SC	Incoming CL	15	---	---	---
5/31	8:35P	770-296-5027	Peak	IN Allow	Columbia SC	Incoming CL	8	---	---	---
5/31	8:49P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	1	---	---	---
5/31	8:55P	803-520-3767	Peak	PlanAllow	Columbia SC	Incoming CL	1	---	---	---
5/31	8:56P	803-520-3767	Peak	PlanAllow	Columbia SC	Incoming CL	2	---	---	---
5/31	8:57P	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	2	---	---	---
5/31	11:03P	770-296-5027	Off-Peak	IN Allow	Columbia SC	Incoming CL	1	---	---	---
5/31	11:20P	770-296-5027	Off-Peak	IN Allow	Columbia SC	Atlanta NE GA	24	---	---	---
6/01	4:23A	777-000-0001	Off-Peak	PromoAllow,Data	Lexington SC	Data CL	1	---	---	---
6/01	7:13A	843-906-4720	Peak	IN Allow	Lexington SC	Charleston SC	3	---	---	---
6/01	7:15A	800-770-3766	Peak	PlanAllow	Lexington SC	Toll-Free CL	19	---	---	---
6/01	7:35A	843-906-4720	Peak	IN Allow	Columbia SC	Incoming CL	2	---	---	---
6/01	7:30A	803-434-3362	Peak	PlanAllow	Columbia SC	Columbia SC	1	---	---	---
6/01	7:44A	843-906-4720	Peak	IN Allow	Columbia SC	Incoming CL	9	---	---	---
6/01	8:37A	843-906-4720	Peak	IN Allow	Columbia SC	Incoming CL	9	---	---	---
6/01	9:07A	Unavailable	Peak	PlanAllow	Columbia SC	Incoming CL	1	---	---	---
6/01	9:08A	Unavailable	Peak	PlanAllow	Columbia SC	Incoming CL	3	---	---	---
6/01	8:30A	336-314-1075	Peak	IN Allow	Columbia SC	Incoming CL	1	---	---	---
6/01	10:30A	000-000-0086	Peak	PlanAllow,CallVM	Columbia SC	Voice Mail CL	1	---	---	---
6/01	10:31A	000-000-0086	Peak	PlanAllow,CallVM	Columbia SC	Voice Mail CL	1	---	---	---
6/01	10:31A	770-296-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	4	---	---	---
6/01	10:35A	770-296-5027	Peak	IN Allow	Columbia SC	Incoming CL	2	---	---	---
6/01	10:37A	404-253-7920	Peak	PlanAllow	Columbia SC	Incoming CL	2	---	---	---
6/01	10:45A	803-528-9730	Peak	IN Allow	Columbia SC	Columbia SC	4	---	---	---
6/01	10:48A	336-460-2054	Peak	IN Allow,CallWait	Columbia SC	Incoming CL	19	---	---	---
6/01	11:25A	336-314-1075	Peak	IN Allow	Columbia SC	Incoming CL	4	---	---	---
6/01	11:29A	770-295-5027	Peak	IN Allow	Columbia SC	Atlanta NE GA	4	---	---	---
6/01	11:33A	336-314-1075	Peak	IN Allow	Columbia SC	Greensboro NC	1	---	---	---
6/01	11:34A	864-630-6424	Peak	IN Allow	Columbia SC	Greenville SC	13	---	---	---
6/01	11:51A	000-000-0086	Peak	PlanAllow,CallVM	Columbia SC	Voice Mail CL	1	---	---	---
6/01	12:21P	803-513-7662	Peak	PlanAllow	Columbia SC	Incoming CL	7	---	---	---

STEEL & MOSS, L.L.P.
TRIAL LAWYERS

JOHN A. MOSS, P.C.
jmoss@steel-moss.com

15 PIEDMONT CENTER, SUITE 1560
3575 PIEDMONT ROAD, NE
ATLANTA, GEORGIA 30305
(404) 264-1292
TOLL FREE (800) 776-0098
FAX (404) 264-0161

RECEIVED
OCT 3 2011
MEDICAL SERVICES

September 27, 2011

Via Certified Mail – Return Receipt Requested
Attn: Director, Vocational Rehabilitation
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Re: Trumaine V. Moorer

To Whom It May Concern:

Mr. Moorer is a fully trained and certified police officer. Are there any jobs on the NS police force in Charleston or the surrounding area?

Yours very truly,

John A. Moss

JAM/kj

cc: Mr. Trumaine V. Moorer

RECEIVED

JAN 3 2012

MEDICAL SERVICES

STEEL & MOSS, L.L.P.
TRIAL LAWYERS

15 PIEDMONT CENTER, SUITE 1560
3575 PIEDMONT ROAD, NE
ATLANTA, GEORGIA 30305
(404) 264-1292
TOLL FREE (800) 776-0098
FAX (404) 264-0161

JOHN A. MOSS, P.C.
jmoss@steel-moss.com

December 30, 2011

Via Certified Mail – Return Receipt Requested
Allon J. Wright Vocational Rehab Services
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Re: Trumaine V. Moorer

This letter follows Mr. Moorer's efforts to obtain employment as a police officer at NSRC. The good news is that NSRC informed him that based on testing he qualified for the position and had all of the necessary qualifications; the bad news is that NSRC decided not to offer him the position. After informing Mr. Moorer that he will not be hired as a police officer, Mr. Corn from NSRC asked Mr. Moorer if he was interested in a management position in the transportation department at NSRC, and Mr. Moorer indicated that he was. I can also tell you that other management employees at NSRC have testified under oath that they thought that Mr. Moorer had what it takes to work in that capacity at NSRC. Can you let me know if NSRC is considering Mr. Moorer for one of these positions, and if so, what steps it has taken to help him transition into one of these jobs?

Finally, please forward to me the results of the testing Mr. Moorer went through during the application process for the police job at NSRC.

Yours very truly,

John A. Moss

JAM/kj

cc: Mr. Trumaine V. Moorer

View Application

NS Application

Last Updated Date 02/18/2006

Trumaine	Vernard	Moorer	(N/a)
217 Roosevelt Street			
Saint George	SC	29477	

Primary Email Address: bubmoorer@yahoo.com
Secondary Email Address: noshly5@hotmail.com

Home Phone: 843-563-4851
Cell Phone: 843 437 0307
Work Phone: N/a **May we contact you at work?:** Yes

Highest Level of Education Attained: High School Diploma/GED

Type: College or University
School: Gupton and Jones College of Funeral Service, Atlanta, GA
Graduated: Yes
Year and Month: 1993-08
Degree: None
GPA: N/a
Major: Mortuary Science

Scholarships, honors, and school activities:

Employer:	Itt Industries Gmass Contract
Address:	Kuwait, Middle East (oversea)
Phone:	011-965-658-6272
Supervisor:	Ronald Mccall (CRSP Supervisor)
Dates:	2004-06 to Present
Starting salary:	$90,000
Ending salary:	$90,000
Add'l compensation:	N/a
Initial position:	Security
Last position:	Supply Technician
Duties:	Received shipments of Military materials and equipment going too and from Iraqi also various locations around the world. Input the data from the items received into the Military data base for tracking and accountability. Distribute the items to the correct departments inside Army Material Command
Reasons for leaving:	Come back to the United States to be with family.
Contacting concerns:	No

Explanation of gaps:

N/a

DEFENDANT'S TRIAL EXHIBIT 1
1357

Ever asked to resign, dismissed, or terminated?: No

Prior NS employee: No
Dates:
Locations:
Positions:
Supervisors:
Reasons for leaving:
Prior railroad (not NS): No
Dates:
Railroads:
Locations:
Positions:
Reasons for leaving:

Military Service

Branch: N/a
Active duty:
Discharge:

Please Select

Duties:

Municipal Court Judge, Intensified Business, Basic Law Enforcement Instructor, Detective level I, Police officer, Customers Service Rep, 4000 Lbs Forklift, 6000 Lbs Mil/Comm, M10A Forklift/15K Comm, M915A4/W-Trailer, NTV 2-9 Passenger Vehicle

Languages

N/a

Relocate: Yes
State:

☐ Alabama	☐ Mississippi
☐ Delaware	✓ North Carolina
☐ Florida	☐ New Jersey
✓ Georgia	☐ New York
☐ Illinois	☐ Ohio
☐ Indiana	☐ Pennsylvania
☐ Iowa	✓ South Carolina
☐ Kentucky	☐ Tennessee
☐ Louisiana	☐ Virginia
☐ Maryland	☐ West Virginia
☐ Michigan	☐ Other (explain below)
☐ Missouri	

Relocation preferences: I would rather stay in South Carolina. But, I will not have any problem moving if i should receive a position that i feel will be beneficial too me.

Willing to work any day:	Yes
Willing to work any shift:	Yes
Willing to work overtime:	Yes
Willing to travel:	15 days per month
Expected earnings?:	$50,000

Employment Eligibility

18 or older:	Yes
Legally eligible:	Yes
Sponsorship required:	No
Relative's name:	N/a
Relative's relationship:	
Relative's position:	
Relative's location:	

Previous NS application:	No
Referral source:	NS Website

Employment Information

SSN:	247-23-9317

Driving Record

Valid driver's license:	Yes
CDL:	No
Driver's license:	008973703 ,SC
Moving traffic offenses:	Yes
Date:	2002
Location:	N/a ,GA
Nature:	Speeding

Misdemeanors:	No
Felonies:	No
Date:	
Location:	
Type:	
Nature:	

Previous Addresses

2004-06 - present, Kuwait, Middle East, Oversea
2001-04 - 2004-06, 415 Broken Hill road, Columbia, SC
1999-08 - 2001-04, Crossvale Road, Lithonia, GA
1987-05 - 1999-08, 217 Roosevelt Street, Saint George, SC

Additional Information

TRUMAINE MOORER 217 ROOSEVELT STREET SAINT GEORGE, SC 29477 (843) 563-4851 (Home US) (843) 437-0307 (Mobile US) (011)965-700-1264(Kuwait) Bubmoorer@yahoo.com OBJECTIVE: To secure position within a progressive company utilizing the skills and abilities. EDUCATION: Gupton and Jones College Funeral Services Snapfingerwoods Drive- Atlanta, GA Mortuary Science Degree-1993 EXPERIENCE: Itt Industries Middle East 06/04 to 03/06 Central Receiving Shipping Point Supply Technician Received shipments of Military materials and equipment going too and from Iraqi also various locations around the world. Input the data from the items received into the Military data base for tracking and accountability. Distribute the items to the correct departments inside Army Material Command. Richland County Court Administration 06/03 to 03/04 Criminal Law Clerk Key tickets and warrants brought in by law enforcement personnel pertaining to bond court. Key information into the court database Announce to the court amount and type of bond issued by presiding Judge. Input data into the Courts AS400 database system City of Columbia Municipal Court 06/02 to 06/03 Warrant Clerk Issued arrest warrants for the Columbia police department and general public making sure they obtain probable cause according to the State Laws. Approved Search Warrants for the City of Columbia Police Department making sure also had probable cause according to State Laws. ADT Security Services Customer Service Rep/Residential Sales Rep 05/01 to 03/02 Dispatched emergency personnel to locations where alarm systems were activated Assisted ADT customers with account and alarm system problems Kept a close relationship with ADT current customers, while also attempting to generate new customers for ADT. Osprey Corporation 09/99 to 05/01 Service Technician Utilize blueprints to install sheet metal to cut the sound on factory fans Supervised two individuals while they insulated fans, before applying sheet metal Williams Technology 09/98 to 09/99 Technician Assemble and disassemble heavy duty Allison Detroit Transmission Troubleshoot transmission on Dyno machine once assembled by line Assist in the training of the Assembly line to rebuilding the transmissions Itt Conoflow 03/98 to 09/98 Shipping and Receiving Clerk Packed airflow control parts to be shipped to various companies around the World Kept inventory of all parts stored in warehouse Maintain clean work environment Dorchester County Sheriff's Department 01/94 to 03/98 Sheriff Deputy Enforced the laws of the local and state government, ensure public safety Certifications: Municipal Court Judge, Intensified Business, Basic Law Enforcement Instructor, Detective level I, Police officer, Customers Service Rep, 4000 Lbs Forklift, 6000 Lbs Mil/Comm, M10A Forklift/15K Comm, M915A4/W-Trailer, NTV 2-9 Passenger Vehicle

Applicant's Statement, Authorization and Release

Fair Credit Reporting Act Disclosure

As an applicant for employment with Norfolk Southern, you are a consumer with rights under the Fair Credit Reporting Act ("FCRA"). Norfolk Southern may obtain and use information contained in a consumer report from a consumer reporting agency about you in any of the following circumstances: (1) when considering your application for employment, (2) when making a decision whether to offer you employment, (3) when deciding whether to continue your employment (if you are hired), or (4) making other employment-related decisions directly affecting you.

A "consumer reporting agency" is a person or business that, for monetary fees, dues, or on a cooperative non-profit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others, such as Norfolk Southern.

A "consumer report" means any written, oral, or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for employment purposes.

If Norfolk Southern obtains a consumer report about you and considers any information in the consumer report when making an employment-related decision that directly and adversely affects you, you will be provided with a copy of the consumer report and a description of your rights under the FCRA before the decision is made final by Norfolk Southern. You may also contact the Federal Trade Commission about your rights under the FCRA as a consumer with regard to consumer reporting agencies.

Applicant's Statement, Authorization, and Release

✓ I hereby voluntarily authorize Norfolk Southern to obtain a consumer report about me from a consumer reporting agency and to consider this information when making decisions regarding my employment at Norfolk Southern. I understand that I have rights under the Fair Credit Reporting Act, including the rights discussed above.

✓ I also voluntarily authorize Norfolk Southern or its agents to obtain information concerning my background, employment, and qualifications from any governmental agencies, past or present employers, academic institutions, military services or agencies, and any listed or developed personal reference.

✓ I hereby release Norfolk Southern, its agents and all persons, agencies, and entities providing information or reports about me from any and all liability or damage, that may arise out of the requests for, or release of, such information or reports.

✓ I certify that the answers given herein are true and complete to the best of my knowledge. I authorize whatever investigation is deemed necessary to confirm statements contained in this application. I understand my application for employment may be rejected or if I am hired, that my employment may be terminated if it is determined at any time through investigation or otherwise that any untrue or misleading statements were made in this application or material information is omitted.

✓ I understand that neither this document nor any other offer of employment from the employer constitutes an employment contract unless a specific document to that effect is executed by the employer and employee in writing.

✓ If extended a contingent job offer, I understand that I must successfully complete a background check and a medical exam, including a drug screen. If applying for a position covered by a collective bargaining agreement, I also understand that classification as a regular employee depends upon successfully completing a probationary period and that my employment may be terminated for any lawful reason subject to the requirements of any then applicable collective bargaining agreement, including because of information received about my employment history after commencement of my employment.

✓ Applicant's Signature. By checking this box and the 6 boxes above, I understand that I am applying my electronic signature and stating that I have read and understood the above statements.

SAFETY

AND

GENERAL

CONDUCT

RULES

DEFENDANT'S TRIAL
EXHIBIT 2
1362

[3] CHEMICAL BURNS

[3.1] Immediately flush with water over and over again until chemical appears to be completely removed.

[3.2] Flush away from the body to avoid further contamination.

[3.3] Apply stream of water while removing clothing from the burned area. This will help remove the clothing without removing skin.

[3.4] Place cleanest available dry material over the area.

[3.5] Have victim lie down, if burned area is extensive.

[3.6] Give plenty of nonalcoholic liquids to drink.

[3.7] Do not apply ointment, grease, baking soda or other substances to the burns.

HEAT PROBLEMS

Illness related to heat fall basically into three categories of severity:

- HEAT CRAMPS
- HEAT EXHAUSTION
- HEAT STROKE

There can be a gradual progression from one to another.

[1] Heat problems may be caused by:

[1.1] A salt or water intake that is inadequate to make up for that which is lost by sweating and/or;

[1.2] From loss of the body's ability to regulate temperature properly due to medications, dehydration, and over-exertion in extremely hot weather.

[2] Prevention for heat problems:

[2.1] During warm or hot weather, water should be drunk regularly every 20 or 30 minutes.

[2.2] With strenuous exercise at least one quart of water should be consumed each hour.

[2.3] During mealtime generous salting of food during mealtime may be helpful. However, persons with high blood pressure should check with

their doctors before adding additional salt to food.

FIRST AID FOR HEAT PROBLEMS

[1] HEAT CRAMPS - The least severe of the heat-related problems.

[1.1] Signs and Symptoms:

(a) Severe painful muscle cramps, usually found in the calves and abdominal muscles.

(b) Muscle twitching, sometimes generalized.

(c) May occur alone or in the presence of Heat Exhaustion.

[1.2] Treatment:

(a) Complete rest in a cool place for the remainder of the day.

(b) Drink large volumes of water with generous salting of food (this is all that is usually necessary in most cases).

[2] HEAT EXHAUSTION - When fluid replacement lags behind water lost by sweating, Heat Exhaustion can occur.

[2.1] Signs and Symptoms:

(a) Progressive fatigue.

(b) Weakness.

(c) Headache, nausea or vomiting.

(d) Dizziness, mild confusion or fainting.

(e) Cool, clammy, and pale skin.

(f) Active sweating usually present.

(g) Body temperature normal to moderately increased.

(h) Pulse rapid and weak.

(i) Heat cramps may occur.

(j) May progress to Heat Stroke.

[2.2] Treatment:

(a) Remove from excessive heat and humidity.

(b) Give large amounts of water.

(c) Treat for shock (See Procedures for Prevention of Shock).

(d) Call ambulance and transport to a hospital as quickly as possible.

[3] HEAT STROKE - The most severe form of heat illness, occurs when the body loses its ability to properly regulate internal temperature, often due to certain medication, dehydration and overexertion. This is a life-threatening medical emergency and measures to reduce body temperature must be undertaken at once.

[3.1] Signs and Symptoms:

(a) Abrupt onset with faintness, staggering and sudden collapse followed by prolonged confusion, unconsciousness and/or coma.

(b) Hot, dry and flushed skin.

(c) Decreased sweating.

(d) Extremely high body temperature.

(e) Rapid and weak pulse.

[3.2] Treatment:

(a) Remove to cool shady area.

(b) Reduce body temperature immediately by: (1) Repeated application of wet cool compresses (with removal and fanning until skin has dried between applications). (2) Ice packs applied to the neck, arm pits, and groin. Do not apply ice or cold packs directly to the skin. Place a towel or cloth between cold source and the skin.

(c) Have the victim slowly drink water, if conscious.

(d) Maintain breathing, may need mouth-to-mouth resuscitation. (See procedure for administering artificial breathing).

(e) Call ambulance and transport to a hospital as quickly as possible.

FROSTBITE

[1] Prevention: The areas most susceptible to cold injury are hands, feet, face, nose, and ears. Periodically check these areas during extremely cold weather to make sure they are protected and no frostbite is occurring. The extent of injury cannot be determined at time of original examination.

[2] Signs and symptoms of frostbite:

[2.1] White skin.

[2.2] Very cold skin.

[2.3] Hard skin.

[2.4] Loss of feeling in area.

[3] Treatment:

[3.1] Cover possible frostbitten part with warm hand or woolen material.

[3.2] Have victim hold hand in armpit, if fingers or hand involved.

[3.3] Take victim indoors to warm sheltered spot as quickly as possible.

[3.4] Remove wet clothing and replace with dry if possible.

[3.5] Rapidly rewarm frostbitten part in warm water (water in which you may comfortably place your own hand). The temperature of the water should be between 100 degrees F. and 105 degrees F. if thermometer is available. Dry heat is acceptable if the frostbitten part is not too close to the heat source.

[3.6] Wrap frostbitten part in blankets if warm water is not available.

[3.7] Encourage victim to exercise fingers and toes, when part is warmed.

[3.8] Give warm, nonalcoholic drink if possible.

[3.9] Do not rub with ice or snow.

[3.10] DO NOT USE HOT WATER, HOT WATER BOTTLES OR HEAT LAMPS.

02/05/09 15:41 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT D	TEMPASGNMT	PO	PD
11/01/06	02:07	TIE UP	CA	CT	A0	11/01/06-0205	PICASSSS160	P16P331	CT	SS
11/01/06	18:00	CALL	CA	CT	B0	11/01/06-2000	PICASSSS160	P16P301	CT	SS
11/02/06	08:20	TIE UP	CA	CT	A0	11/02/06-0820	PICASSSS160	P16P301	CT	SS
11/02/06	17:18	CALL	CA	CT	B0	11/02/06-2000	PICASSSS160	P16P302	CT	SS
11/03/06	08:18	TIE UP	CA	CT	A0	11/03/06-0815	PICASSSS160	P16P302	CT	SS
11/05/06	09:29	DISP(VOL)	CA	CT	C1	11/05/06-0929	PICASSSS160	PICASSSS16	CT	SS
11/05/06	09:46	NOTIFIED	CA	CT	C0	11/05/06-0946		PICASSSS16	CT	
11/05/06	09:55	SEN-MOVE	CA	CT	A0	11/05/06-0955	PICASSSS170	PICASSSS17	CT	SS
11/06/06	07:07	CALL	CA	CT	B0	11/06/06-0700	PICASSSS170	P17P306	CT	SS
11/06/06	17:33	TIE UP	CA	CT	A0	11/06/06-1730	PICASSSS170	P17P306	CT	SS
11/07/06	04:41	CALL	CA	CT	B0	11/07/06-0700	PICASSSS170	P17P307	CT	SS
11/07/06	18:11	TIE UP	CA	CT	A0	11/07/06-1810	PICASSSS170	P17P307	CT	SS
11/08/06	04:50	CALL	CA	CT	B0	11/08/06-0700	PICASSSS170	P17P308	CT	SS
11/08/06	14:53	TIE UP	CA	CT	A0	11/08/06-1449	PICASSSS170	P17P308	CT	SS
11/09/06	07:22	CALL	CA	CT	B0	11/09/06-0700	PICASSSS170	P17P309	CT	SS
11/09/06	20:11	TIE UP	CA	CT	A0	11/09/06-2010	PICASSSS170	P17P309	CT	SS
11/10/06	04:59	CALL	CA	CT	B0	11/10/06-0700	PICASSSS170	P17P310	CT	SS
11/10/06	15:45	TIE UP	CA	CT	A0	11/10/06-1543	PICASSSS170	P17P310	CT	SS
11/12/06	14:41	DISP(VOL)	CA	CT	C1	11/12/06-1440	PICASSSS170	PICASSSS17	CT	SS
11/12/06	14:51	NOTIFIED	CA	CT	C0	11/12/06-1451		PICASSSS17	CT	
11/12/06	14:53	SEN-MOVE	CA	CT	A1	11/12/06-1453	PICAAIAI010	PICAAIAI01	CT	AI
11/12/06	15:10	NOTIFIED	CA	CT	A0	11/12/06-1510	PICAAIAI01	PICAAIAI01	CT	
11/13/06	06:47	CALL	CA	CT	B0	11/13/06-0900	PICAAIAI010	P22P013	CT	AI
11/13/06	16:25	TIE UP	CA	CT	A0	11/13/06-1625	PICAAIAI010	P22P013	CT	AI
11/14/06	07:04	CALL	CA	CT	B0	11/14/06-0900	PICAAIAI010	P22P014	CT	AI
11/14/06	20:46	TIE UP	CA	CT	A0	11/14/06-2046	PICAAIAI010	P22P014	CT	AI
11/15/06	07:13	CALL	CA	CT	B0	11/15/06-0900	PICAAIAI010	P22P015	CT	AI
11/15/06	21:02	TIE UP	CA	CT	A0	11/15/06-2100	PICAAIAI010	P22P015	CT	AI
11/16/06	07:11	CALL	CA	CT	B0	11/16/06-0900	PICAAIAI010	P22P016	CT	AI
11/16/06	18:09	TIE UP	CA	CT	A0	11/16/06-1807	PICAAIAI010	P22P016	CT	AI
11/17/06	07:03	CALL	CA	CT	B0	11/17/06-0900	PICAAIAI010	P22P017	CT	AI
11/17/06	21:35	TIE UP	CA	CT	A0	11/17/06-2135	PICAAIAI010	P22P017	CT	AI
11/18/06	05:38	CALL	CA	CT	B0	11/18/06-0900	PICAAIAI010	P22P018	CT	AI
11/18/06	12:36	TIE UP	CA	CT	A0	11/18/06-1236	PICAAIAI010	P22P018	CT	AI
11/19/06	13:01	DISP(VOL)	CA	CT	C1	11/19/06-1300	PICAAIAI010	PICAAIAI01	CT	AI
11/19/06	13:01	NOTIFIED	CA	CT	C0	11/19/06-1301		PICAAIAI01	CT	
11/20/06	18:55	SEN-MOVE	CA	CT	A1	11/20/06-1855	PICACRCR050	PICACRCR05	CT	CR
11/20/06	18:55	NOTIFIED	CA	CT	A0	11/20/06-1855	PICACRCR05	PICACRCR05	CT	
11/21/06	07:21	ASSIGN-TK	CA	CT	A0	11/21/06-0230	PICACRCR050	337P920	CT	CR
11/21/06	10:09	REJ TURN	CA	CT	A0	11/21/06-1009	PICACRCR050	76JP921	CT	CR
11/21/06	10:56	REJ TURN	CA	CT	A0	11/21/06-1056	PICACRCR050	X75P921	CT	CR
11/21/06	10:58	REJ TURN	CA	CT	A0	11/21/06-1058	PICACRCR050	X75P921	CT	CR
11/21/06	10:59	REJ TURN	CA	CT	A0	11/21/06-1059	PICACRCR050	X75P921	CT	CR
11/22/06	10:39	REJ TURN	CA	CT	A0	11/22/06-1039	PICACRCR050	90QP922	CT	CR
11/22/06	14:48	CALL	CA	CT	B0	11/22/06-1630	PICACRCR050	338P922	CT	CR
11/22/06	21:42	TIE UP	CA	CT	A0	11/22/06-2140	PICACRCR051	338P922	CT	CR
11/23/06	01:11	REJ TURN	CA	CT	A0	11/23/06-0111	PICACRCR051	238P922	CT	CR
11/23/06	03:26	CALL	CA	CT	B0	11/23/06-0400	PICACRCR051	337P922	CT	CR
11/23/06	08:52	TIE UP	CA	CT	A0	11/23/06-0850	PICACRCR050	337P922	CT	CR
11/24/06	14:47	CALL	CA	CT	B0	11/24/06-1630	PICACRCR050	338P924	CT	CR
11/24/06	22:23	TIE UP	CA	CT	A0	11/24/06-2220	PICACRCR051	338P924	CT	CR
11/25/06	00:16	REJ TURN	CA	CT	A0	11/25/06-0016	PICACRCR051	238P924	CT	CR
11/25/06	04:36	CALL	CA	CT	B0	11/25/06-0500	PICACRCR051	337P924	CT	CR
11/25/06	09:16	TIE UP	CA	CT	A0	11/25/06-0915	PICACRCR050	337P924	CT	CR

DEFENDANT'S TRIAL EXHIBIT 3
1367

02/05/09 15:41 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
11/26/06	17:00	RJSU( )	CA	CT	A0	11/26/06-1830	PICACRCR050		338P926	CT	CR
11/26/06	20:04	DISP(VOL)	CA	CT	C1	11/26/06-2004	PICACRCR050		PICACRCR05	CT	CR
11/26/06	20:04	NOTIFIED	CA	CT	C0	11/26/06-2004			PICACRCR05	CT	
11/26/06	23:11	ASSIGN-TK	CA	CT	C0	11/26/06-1830		1	338P926	CT	CR
11/27/06	03:41	ASSIGN-TK	CA	CT	C0	11/26/06-2310		0	337P926	CT	CR
11/27/06	15:41	OVERRIDE	CA	CT	C0	11/27/06-1541		0	27TP927	CT	CF
11/27/06	15:41	CALL	CA	CT	B0	11/27/06-1730		0	27TP927	CT	CF
11/28/06	01:21	TIE UP	CA	CT	A0	11/28/06-0120	PICACFMU021		27TP927	CT	CF
11/28/06	09:11	CALL	CA	CT	B0	11/28/06-1015		1	28TP928	CT	CF
11/28/06	16:54	TIE UP	CA	CT	C0	11/28/06-1654	PICACFMU020		28TP928	CT	CF
11/29/06	11:28	SAFETY MT	CA	CT	T0	11/29/06-1127					

02/05/09 15:41 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
12/01/06	17:00	MARKUP	CA	CT	T0	12/01/06-1700					
12/02/06	17:51	SEN-MOVE	CA	CT	A1	12/02/06-1751	PICACOCO010		PICACOCO01CT	CO	
12/02/06	17:52	NOTIFIED	CA	CT	A0	12/02/06-1752	PICACOCO01		PICACOCO01CT		
12/03/06	19:12	CALL	CA	CT	B0	12/03/06-2115	PICACOCO010		P27P903	CT	CO
12/04/06	06:25	TIE UP	CA	CT	A0	12/04/06-0625	PICACOCO010		P27P903	CT	CO
12/04/06	19:18	CALL	CA	CT	B0	12/04/06-2100	PICACOCO010		P27P904	CT	CO
12/05/06	02:28	TIE UP	CA	CT	A0	12/05/06-0228	PICACOCO010		P27P904	CT	CO
12/05/06	19:04	CALL	CA	CT	B0	12/05/06-2100	PICACOCO010		P27P905	CT	CO
12/06/06	04:01	TIE UP	CA	CT	A0	12/06/06-0401	PICACOCO010		P27P905	CT	CO
12/06/06	18:55	CALL	CA	CT	B0	12/06/06-2100	PICACOCO010		P27P906	CT	CO
12/07/06	04:04	TIE UP	CA	CT	A0	12/07/06-0401	PICACOCO010		P27P906	CT	CO
12/07/06	19:02	CALL	CA	CT	B0	12/07/06-2100	PICACOCO010		P27P907	CT	CO
12/08/06	05:25	TIE UP	CA	CT	A0	12/08/06-0525	PICACOCO010		P27P907	CT	CO
12/10/06	11:17	SEN-MOVE	CA	CT	A0	12/10/06-1116	PICACCCC010		PICACCCC01CT	CC	
12/11/06	13:55	CALL	CA	CT	B0	12/11/06-1600	PICACCCC010		P66P911	CT	CC
12/12/06	02:28	TIE UP	CA	CT	A0	12/12/06-0227	PICACCCC010		P66P911	CT	CC
12/13/06	12:33	CALL	CA	CT	B0	12/13/06-1430	PICACCCC010		P66P913	CT	CC
12/13/06	21:51	TIE UP	CA	CT	A0	12/13/06-2150	PICACCCC010		P66P913	CT	CC
12/14/06	12:44	CALL	CA	CT	B0	12/14/06-1430	PICACCCC010		P66P914	CT	CC
12/14/06	20:44	TIE UP	CA	CT	A0	12/14/06-2042	PICACCCC010		P66P914	CT	CC
12/15/06	12:29	CALL	CA	CT	B0	12/15/06-1430	PICACCCC010		P66P915	CT	CC
12/15/06	20:41	TIE UP	CA	CT	A0	12/15/06-2040	PICACCCC010		P66P915	CT	CC
12/18/06	08:00	SEN-MOVE	CA	CT	A0	12/18/06-0800	PICACRCR050		PICACRCR05CT	CR	
12/18/06	08:01	DISP(VOL)	CA	CT	C1	12/18/06-0801	PICACRCR050		PICACRCR05CT	CR	
12/18/06	08:10	SEN-MOVE	CA	CT	A1	12/18/06-0809	PICACACA010		PICACACA01CT	CA	
12/18/06	08:10	NOTIFIED	CA	CT	A0	12/18/06-0810	PICACACA01		PICACRCR05CT		
12/18/06	08:15	SEN-MOVE	CA	CT	A0	12/18/06-0815	PICACRCR010		PICACRCR01CT	CR	
12/18/06	17:32	CALL	CA	CT	B0	12/18/06-1930	PICACRCR010		237P918	CT	CR
12/19/06	01:33	TIE UP	CA	CT	A0	12/19/06-0130	PICACRCR011		237P918	CT	CR
12/19/06	04:04	CALL	CA	CT	B0	12/19/06-0531	PICACRCR011		238P918	CT	CR
12/19/06	10:45	TIE UP	CA	CT	A0	12/19/06-1045	PICACRCR010		238P918	CT	CR
12/20/06	16:38	CALL	CA	CT	B0	12/20/06-1830	PICACRCR010		237P920	CT	CR
12/21/06	00:23	TIE UP	CA	CT	A0	12/21/06-0020	PICACRCR011		237P920	CT	CR
12/21/06	00:35	MASTER RC	CA	CT	A0	12/21/06-0035					
12/21/06	00:38	CALL	CA	CT	B0	12/21/06-0020	PICACRCR011		238P920	CT	CR
12/21/06	05:40	TIE UP	CA	CT	A0	12/21/06-0540	PICACRCR010		238P920	CT	CR
12/22/06	15:56	CALL	CA	CT	B0	12/22/06-1730	PICACRCR010		27TP922	CT	CR
12/22/06	22:53	TIE UP	CA	CT	A0	12/22/06-2250	PICACRCR011		27TP922	CT	CR
12/23/06	10:11	CALL	CA	CT	B0	12/23/06-0330	PICACRCR011		238P922	CT	CR
12/23/06	10:18	TIE UP	CA	CT	A0	12/23/06-1018	PICACRCR010		238P922	CT	CR
12/26/06	09:53	SEN-MOVE	CA	CT	A0	12/26/06-0951	PICAYPNS400		PICAYPNS40CT	YD	
12/26/06	21:14	SCAL	CA	CT	B0	12/26/06-2300	PICAYPNS400		PN40	CT	YD
12/27/06	11:02	TIE UP	CA	CT	A0	12/27/06-1100	PICAYPNS400		PN40	CT	YD
12/27/06	13:28	SAFETY MT	CA	CT	T0	12/27/06-1328	PICAYPNS40				
12/27/06	18:02	MARKUP	CA	CT	T0	12/27/06-1500	PICAYPNS40				
12/27/06	23:05	CALL	CA	CT	B0	12/27/06-2300	PICAYPNS400		PN40	CT	YD
12/28/06	06:02	TIE UP	CA	CT	A0	12/28/06-0600	PICAYPNS400		PN40	CT	YD
12/28/06	21:20	SCAL	CA	CT	B0	12/28/06-2300	PICAYPNS400		PN40	CT	YD
12/29/06	11:00	TIE UP	CA	CT	A0	12/29/06-1100	PICAYPNS400		PN40	CT	YD
12/29/06	23:01	REST DAY	CA	CT	A0	12/29/06-2300	PICAYPNS400				YD
12/30/06	23:00	REST DAY	CA	CT	A0	12/30/06-2300	PICAYPNS400				YD
12/31/06	13:08	ANNU	CA		A0	12/31/06-1600	PICAYPNS400		PN40	CT	YD
12/31/06	22:11	DISP(VOL)	CA	CT	C1	12/31/06-2211	PICAYPNS400		PICAYPNS40CT	YD	
12/31/06	22:11	NOTIFIED	CA	CT	C0	12/31/06-2211			PICAYPNS40CT		

02/05/09 15:41 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
01/03/07	08:15	SEN-MOVE	CA	CT	A0	01/03/07-0815	PICACRCR050		PICACRCR05	CT	CR
01/03/07	16:33	CALL	CA	CT	B0	01/03/07-1830	PICACRCR050		338P903	CT	CR
01/03/07	16:38	RELEASE	CA	CT	A0	01/03/07-1635	PICACRCR05		338P903	CT	CR
01/03/07	16:47	CALL	CA	CT	B0	01/03/07-1830	PICACRCR050		27TP903	CT	CR
01/04/07	01:18	TIE UP	CA	CT	A0	01/04/07-0115	PICACRCR051		27TP903	CT	CR
01/04/07	02:27	DROP TURN	CA	CT	A0	01/04/07-0227	PICACRCR051		238P904	CT	CR
01/04/07	09:00	CALL	CA	CT	B0	01/04/07-1000	PICACRCR051		28TP904	CT	CR
01/04/07	17:30	TIE UP	CA	CT	A0	01/04/07-1730	PICACRCR050		28TP904	CT	CR
01/05/07	00:04	REJ TURN	CA	CT	A0	01/05/07-0004	PICACRCR050		76NP904	CT	CR
01/05/07	00:41	REJ TURN	CA	CT	A0	01/05/07-0041	PICACRCR050		76NP904	CT	CR
01/05/07	00:44	REJ TURN	CA	CT	A0	01/05/07-0044	PICACRCR050		76NP904	CT	CR
01/05/07	00:45	REJ TURN	CA	CT	A0	01/05/07-0045	PICACRCR050		76NP904	CT	CR
01/05/07	13:51	CO BUSINE	CA	CT	Z0	01/05/07-1351	PICACRCR05				
01/05/07	21:53	ASSIGN-TK	CA	CT	Z0	01/05/07-1700	PICACRCR051		27TP905	CT	CR
01/06/07	13:17	ASSIGN-TK	CA	CT	Z0	01/06/07-0645	PICACRCR050		28TP906	CT	CR
01/06/07	17:08	RULES-TRA	CA	CT	H0	01/06/07-0900	PICACRCR05				
01/06/07	18:00	MARKUP	CA	CT	H0	01/06/07-1601	PICACRCR05				
01/07/07	08:39	SEN-MOVE	CA	CT	A0	01/07/07-0839	PICAYPNS400		PICAYPNS40	CT	YD
01/07/07	12:51	SCAL	CA	CT	B0	01/07/07-1600	PICAYPNS400		PN40	CT	YD
01/08/07	04:07	TIE UP	CA	CT	A0	01/08/07-0405	PICAYPNS400		PN40	CT	YD
01/08/07	21:01	SCAL	CA	CT	B0	01/08/07-2300	PICAYPNS400		PN40	CT	YD
01/09/07	10:34	RELEASE	CA	CT	A0	01/08/07-2259	PICAYPNS400		PN40	CT	YD
01/09/07	21:28	SCAL	CA	CT	B0	01/09/07-2300	PICAYPNS400		PN40	CT	YD
01/10/07	07:10	TIE UP	CA	CT	A0	01/10/07-0710	PICAYPNS400		PN40	CT	YD
01/10/07	07:14	COMMENTS	CA			01/10/07-0714	HE DID NOT WORK PN40 ON 010906				
01/10/07	07:14	COMMENTS	CA			01/10/07-0714	IS NOT PAID FOR IT				
01/10/07	07:14	DISP(VOL)	CA	CT	C1	01/10/07-0713	PICAYPNS400		PICAYPNS40	CT	YD
01/10/07	08:05	NOTIFIED	CA	CT	C0	01/10/07-0805			PICAYPNS40	CT	
01/10/07	08:07	CO BUSINE	CA	CT	Z0	01/10/07-0807					
01/11/07	16:07	SEN MAINT	CA			01/11/07-1607					
01/11/07	16:07	SEN MAINT	CA			01/11/07-1607					
01/11/07	16:07	SEN MAINT	CA			01/11/07-1607					
01/11/07	16:07	SEN MAINT	CA			01/11/07-1607					
01/11/07	16:07	SEN MAINT	CA			01/11/07-1607					
01/11/07	16:18	MARKUP	CA	CT	Z0	01/11/07-1618					
01/11/07	16:18	SEN-MOVE	CA	BK	A1	01/11/07-1618	PICAEX0011		PICAEX0011B3		
01/11/07	16:32	COMMENTS	CA			01/11/07-1632	PER PETE STONE SHOW MEN ON B3 B				
01/11/07	16:32	COMMENTS	CA			01/11/07-1632	RESTED AT 1201AM				
01/11/07	16:32	REST CHG	CA	BK	A1	01/12/07-0001					
01/11/07	16:33	REST CHG	CA	BK	A1	01/11/07-2300					
01/11/07	16:34	NOTIFIED	CA	BK	A0	01/11/07-1634	PICAEX0011		PICAEX0011B3		
01/12/07	05:39	CDS 01	CA	BK	B0	01/12/07-0715	PICAEX00110		DH07612	B1	PM
01/12/07	05:39	ASSIGN FN	CA		B0	01/12/07-0715	PICAPMPM240		PICAPMPM24	B1	PM
01/12/07	05:39	CALL 01	CA	BK	B0	01/12/07-0745	PICAPMPM240		P24P912	B1	PM
01/12/07	15:57	TIE UP	CA	BK	B0	01/12/07-0745	PICAPMPM240		DH07612	B1	PM
01/12/07	16:00	TIE UP	CA	BK	A0	01/12/07-1600	PICAPMPM240		P24P912	B1	PM
01/13/07	05:36	CALL	CA	BK	B0	01/13/07-0745	PICAPMPM240		P24P913	B1	PM
01/13/07	14:49	TIE UP	CA	BK	A0	01/13/07-1445	PICAPMPM240		P24P913	B1	PM
01/14/07	06:04	CALL	CA	BK	B0	01/14/07-0745	PICAPMPM240		P24P914	B1	PM
01/14/07	11:11	DISP TEMP	CA	BK	B1	01/14/07-1111	PICAPMPM24				
01/14/07	15:15	TIE UP	CA	BK	A1	01/14/07-1515	PICAEX00110		P24P914	B1	PM
01/14/07	15:18	NOTIFIED	CA	BK	A0	01/14/07-1518	PICAEX0011		PICAPMPM24	B1	
01/14/07	16:56	DEADHEAD	CA	BK	B0	01/14/07-1515	PICAEX00110		DH15014	B1	##
01/14/07	16:57	TIE UP	CA	BK	A0	01/14/07-1545	PICAEX00110		DH15014	B1	##

02/05/09 15:41 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
01/15/07	07:59	SEN MAINT	CA			01/15/07-0759					
01/15/07	07:59	SEN MAINT	CA			01/15/07-0759					
01/15/07	07:59	SEN MAINT	CA			01/15/07-0759					
01/15/07	07:59	SEN MAINT	CA			01/15/07-0759					
01/15/07	17:43	CALL 01	CA	BK	B0	01/15/07-1910	PICAEX00110		74NP915	CO	CF
01/16/07	03:19	TIE UP	CA	BK	A0	01/16/07-0315	PICAEX00111		74NP915	CO	CF
01/16/07	11:38	CALL	CA	BK	B0	01/16/07-1315	PICAEX00111		75NP910	CO	CF
01/16/07	21:02	TIE UP	CA	BK	A0	01/16/07-2100	PICAEX00110		75NP910	CO	CF
01/17/07	09:47	ADV MAINT	CA	BK	A0	01/17/07-0947	PICAEX0011		PICARHRH57	CO	PICA00
01/18/07	05:30	CALL 01	CA	BK	B0	01/18/07-0705	PICAEX00110		P21P918	CO	CH
01/18/07	06:00	MASTER RC	CA	BK	B0	01/18/07-0600					
01/18/07	18:38	TIE UP	CA	BK	A0	01/18/07-1835	PICAEX00110		P21P918	CO	CH
01/19/07	12:58	CALL 03	CA	BK	B0	01/19/07-1500	PICAEX00110		PN90	S1	YD
01/20/07	03:00	TIE UP	CA	BK	A0	01/20/07-0300	PICAEX00110		PN90	S1	YD
01/21/07	02:28	RJSU(03)	CA	BK	A0	01/21/07-0800	PICAEX00110		PN60	S1	YD
01/21/07	05:20	CDS 01	CA	BK	B0	01/21/07-0715	PICAEX00110		DH04021	B1	PM
01/21/07	05:20	ASSIGN FN	CA		B0	01/21/07-0715	PICAPMPM240		PICAPMPM24	B1	PM
01/21/07	05:20	CALL 01	CA	BK	B0	01/21/07-0745	PICAPMPM240		P24P921	B1	PM
01/21/07	14:44	TIE UP	CA	BK	B0	01/21/07-0745	PICAPMPM240		DH04021	B1	PM
01/21/07	14:48	TIE UP	CA	BK	A0	01/21/07-1448	PICAPMPM240		P24P921	B1	PM
01/22/07	05:25	CALL	CA	BK	B0	01/22/07-0745	PICAPMPM240		P24P922	B1	PM
01/22/07	09:05	DISP TEMP	CA	BK	B1	01/22/07-0905			0 PICAPMPM24	B1	PM
01/22/07	12:43	NOTIFIED	CA	BK	B0	01/22/07-1243	PICAEX0011		PICAPMPM24	B1	
01/22/07	14:45	TIE UP	CA	BK	A0	01/22/07-1445	PICAEX00110		P24P922	B1	PM
01/22/07	14:56	DEADHEAD	CA	BK	B0	01/22/07-1445	PICAEX00110		DH19022	B1	##
01/22/07	15:38	TIE UP	CA	BK	A0	01/22/07-1515	PICAEX00110		DH19022	B1	##
01/23/07	09:11	CALL 01	CA	BK	B0	01/23/07-1105	PICAEX00110		P21P923	B1	CH
01/23/07	21:03	TIE UP	CA	BK	A0	01/23/07-2103	PICAEX00110		P21P923	B1	CH
01/24/07	18:35	CALL 01	CA	BK	B0	01/24/07-2030	PICAEX00110		237P924	CO	CR
01/25/07	02:22	TIE UP	CA	BK	A0	01/25/07-0220	PICAEX00111		237P924	CO	CR
01/25/07	02:32	CALL	CA	BK	B0	01/25/07-0220	PICAEX00111		238P924	CO	CR
01/25/07	08:58	TIE UP	CA	BK	A0	01/25/07-0855	PICAEX00110		238P924	CO	CR
01/26/07	10:04	CDS 02	CA	CO	B0	01/26/07-1159	PICAEX00110		DH13026	CO	RH
01/26/07	10:04	ASSIGN FN	CA		B0	01/26/07-1159	PICARHRH470		PICARHRH47	CO	RH
01/26/07	10:04	CALL 02	CA	CO	B0	01/26/07-1559	PICARHRH470		P47P926	CO	RH
01/26/07	16:39	DISP TEMP	CA	CO	B1	01/26/07-1639	PICAEX0011		PICARHRH47	CO	
01/27/07	02:39	NOTIFIED	CA	BK	B0	01/27/07-0239	PICAEX0011		PICARHRH47	CO	
01/27/07	04:17	TIE UP	CA	BK	B0	01/26/07-1559	PICAEX00110		DH13026	CO	RH
01/27/07	04:21	TIE UP	CA	BK	A0	01/27/07-0420	PICAEX00110		P47P926	CO	RH
01/27/07	05:19	DEADHEAD	CA	BK	B0	01/27/07-0420	PICAEX00110		DH06027	CO	##
01/27/07	08:29	TIE UP	CA	BK	A0	01/27/07-0820	PICAEX00110		DH06027	CO	##
01/27/07	18:28	CALL 01	CA	BK	B0	01/27/07-2000	PICAEX00110		338P927	CO	CR
01/28/07	02:46	TIE UP	CA	BK	A0	01/28/07-0230	PICAEX00111		338P927	CO	CR
01/28/07	02:46	CALL	CA	BK	B0	01/28/07-0230	PICAEX00111		238P927	CO	CR
01/28/07	08:16	TIE UP	CA	BK	A0	01/28/07-0815	PICAEX00110		238P927	CO	CR
01/29/07	10:34	CALL 01	CA	BK	B0	01/29/07-1100	PICAEX00110		76NP928	CO	CF
01/29/07	21:41	TIE UP	CA	BK	A0	01/29/07-2138	PICAEX00111		76NP928	CO	CF
01/30/07	05:01	CDS	CA	BK	B0	01/30/07-0540	PICAEX00111		474P930	CO	CF
01/30/07	18:59	TIE UP	CA	BK	A0	01/30/07-1840	PICAEX00110		474P930	CO	CF
01/31/07	21:11	CALL 03	CA	BK	B0	01/31/07-2300	PICAEX00110		PN40	S1	YD

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
02/01/07	11:40	TIE UP/10	CA	BK	A0	02/01/07-1140	PICAEX00110	PN40		S1	YD
02/01/07	19:27	RJNR(03)	CA	BK	A0	02/01/07-2300	PICAEX00110	PN40		S1	YD
02/01/07	20:59	RJNR(03)	CA	BK	A0	02/01/07-2300	PICAEX00110	PN40		S1	YD
02/01/07	21:24	RJNR(03)	CA	BK	A0	02/01/07-2300	PICAEX00110	PN40		S1	YD
02/01/07	21:27	RJNR(03)	CA	BK	A0	02/01/07-2300	PICAEX00110	PN40		S1	YD
02/02/07	06:14	CALL 01	CA	BK	B0	02/02/07-0800	PICAEX00110	P21P902		CO	CH
02/02/07	19:51	TIE UP	CA	BK	A0	02/02/07-1948	PICAEX00110	P21P902		CO	CH
02/04/07	06:50	DEADHEAD	CA	BK	B0	02/04/07-0630	PICAEX00110	DH06004		CO	##
02/04/07	12:00	TIE UP	CA	BK	A0	02/04/07-1159	PICAEX00110	DH06004		CO	##
02/04/07	12:00	ASSIGN FN	CA		A0	02/04/07-1200	PICASSSS16		PICASSSS16CO		SS
02/04/07	18:14	CALL	CA	CO	B0	02/04/07-2000	PICASSSS160	P16P304		CO	SS
02/05/07	01:54	TIE UP	CA	CO	A0	02/05/07-0153	PICASSSS160	P16P304		CO	SS
02/05/07	17:55	CALL	CA	CO	B0	02/05/07-2000	PICASSSS160	P16P305		CO	SS
02/06/07	05:51	TIE UP	CA	CO	A0	02/06/07-0550	PICASSSS160	P16P305		CO	SS
02/06/07	17:40	CALL	CA	CO	B0	02/06/07-2000	PICASSSS160	P16P306		CO	SS
02/07/07	05:35	TIE UP	CA	CO	A0	02/07/07-0533	PICASSSS160	P16P306		CO	SS
02/07/07	17:59	CALL	CA	CO	B0	02/07/07-2000	PICASSSS160	P16P307		CO	SS
02/08/07	03:47	TIE UP	CA	CO	A0	02/08/07-0345	PICASSSS160	P16P307		CO	SS
02/08/07	17:26	CALL	CA	CO	B0	02/08/07-2000	PICASSSS160	P16P308		CO	SS
02/09/07	00:10	TIE UP	CA	CO	A0	02/09/07-0008	PICASSSS160	P16P308		CO	SS
02/11/07	18:18	CALL	CA	CO	B0	02/11/07-2000	PICASSSS160	P16P311		CO	SS
02/12/07	07:11	TIE UP	CA	CO	A0	02/12/07-0710	PICASSSS160	P16P311		CO	SS
02/12/07	17:51	CALL	CA	CO	B0	02/12/07-2000	PICASSSS160	P16P312		CO	SS
02/13/07	06:44	TIE UP	CA	CO	A0	02/13/07-0642	PICASSSS160	P16P312		CO	SS
02/13/07	17:28	CALL	CA	CO	B0	02/13/07-2000	PICASSSS160	P16P313		CO	SS
02/14/07	04:26	TIE UP	CA	CO	A0	02/14/07-0425	PICASSSS160	P16P313		CO	SS
02/14/07	18:02	CALL	CA	CO	B0	02/14/07-2000	PICASSSS160	P16P314		CO	SS
02/15/07	00:21	TIE UP	CA	CO	A0	02/15/07-0020	PICASSSS160	P16P314		CO	SS
02/15/07	17:46	CALL	CA	CO	B0	02/15/07-2000	PICASSSS160	P16P315		CO	SS
02/16/07	06:39	TIE UP	CA	CO	A0	02/16/07-0637	PICASSSS160	P16P315		CO	SS
02/16/07	21:55	DISP TEMP	CA	CO	A1	02/16/07-1530	PICASSSS16				
02/16/07	22:12	ATMP NTFY	CA	CO	A1	02/16/07-2212	PICAEX0011		PICASSSS16CO		
02/17/07	02:14	ATMP NTFY	CA	CO	A1	02/17/07-0214	PICAEX0011		PICASSSS16CO		
02/17/07	06:16	ATMP NTFY	CA	CO	A1	02/17/07-0616	PICAEX0011		PICASSSS16CO		
02/17/07	10:19	ATMP NTFY	CA	CO	A1	02/17/07-1019	PICAEX0011		PICASSSS16CO		
02/17/07	14:22	ATMP NTFY	CA	CO	A1	02/17/07-1422	PICAEX0011		PICASSSS16CO		
02/17/07	18:25	ATMP NTFY	CA	CO	A1	02/17/07-1825	PICAEX0011		PICASSSS16CO		
02/17/07	22:28	ATMP NTFY	CA	CO	A1	02/17/07-2228	PICAEX0011		PICASSSS16CO		
02/18/07	02:30	ATMP NTFY	CA	CO	A1	02/18/07-0230	PICAEX0011		PICASSSS16CO		
02/18/07	06:33	ATMP NTFY	CA	CO	A1	02/18/07-0633	PICAEX0011		PICASSSS16CO		
02/18/07	10:36	ATMP NTFY	CA	CO	A1	02/18/07-1036	PICAEX0011		PICASSSS16CO		
02/18/07	14:39	ATMP NTFY	CA	CO	A1	02/18/07-1439	PICAEX0011		PICASSSS16CO		
02/18/07	16:19	NOTIFIED	CA	BK	A0	02/18/07-1619	PICAEX0011		PICASSSS16CO		
02/18/07	16:19	NOTIFIED	CA	BK	A0	02/18/07-1619	PICAEX0011		PICASSSS16CO		
02/18/07	22:57	DEADHEAD	CA	BK	B0	02/18/07-1630	PICAEX00110	DH20818		B1	##
02/18/07	22:57	TIE UP	CA	BK	A0	02/18/07-2200	PICAEX00110	DH20818		B1	##
02/20/07	03:46	DEADHEAD	CA	BK	B0	02/20/07-0359	PICAEX00110	DH02520		CO	##
02/20/07	08:11	TIE UP	CA	BK	A0	02/20/07-0759	PICAEX00110	DH02520		CO	##
02/20/07	08:11	ASSIGN FN	CA		A0	02/20/07-0759	PICARHRH55		PICARHRH55CO		RH
02/20/07	13:48	CALL	CA	CO	B0	02/20/07-1559	PICARHRH550	P55P920		CO	RH
02/21/07	00:01	DISP TEMP	CA	CO	B1	02/20/07-2359	PICARHRH55				
02/21/07	03:38	TIE UP	CA	CO	A1	02/21/07-0336	PICAEX00110	P55P920		CO	RH
02/21/07	13:46	COMMENTS	CA			02/21/07-1347	TOOK DH OUT OF THE SCREEN SO I				
02/21/07	13:46	COMMENTS	CA			02/21/07-1347	OUT HE IS STILL OWED A DH BACK				

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
02/21/07	13:55	NOTIFIED	CA	BK	A0	02/21/07-1355	PICAEX0011		PICARHRH55	CO	
02/21/07	13:55	NOTIFIED	CA	BK	A0	02/21/07-1355	PICAEX0011		PICARHRH55	CO	
02/21/07	19:29	CALL 01	CA	BK	B0	02/21/07-2130	PICAEX00110		P27P921	CO	CO
02/22/07	06:27	TIE UP	CA	BK	A0	02/22/07-0625	PICAEX00110		P27P921	CO	CO
02/22/07	15:49	RJNR(01)	CA	BK	A0	02/22/07-1730	PICAEX00110		27TP922	CO	CF
02/22/07	15:51	RJNR(02)	CA	BK	A0	02/22/07-1730	PICAEX00110			B1	SS
02/22/07	15:55	RJNR(01)	CA	BK	A0	02/22/07-1730	PICAEX00110		27TP922	CO	CF
02/22/07	15:56	RJSU(01)	CA	BK	A0	02/22/07-1730	PICAEX00110		27TP922	CO	CF
02/22/07	16:13	CALL 01	CA	BK	B0	02/22/07-1730	PICAEX00110		27TP922	CO	CF
02/22/07	16:14	RELEASE	CA	BK	A0	02/22/07-1600	PICAEX0011		27TP922	CO	CF
02/22/07	16:16	CALL 01	CA	BK	B0	02/22/07-1745	PICAEX00110		27TP922	CO	CF
02/23/07	00:55	TIE UP	CA	BK	A0	02/23/07-0055	PICAEX00111		27TP922	CO	CF
02/23/07	02:54	REJ TURN	CA	BK	A0	02/23/07-0254	PICACFMU031		238P922	CO	CF
02/23/07	05:34	CALL	CA	BK	B0	02/23/07-0535	PICAEX00111		337P922	CO	CF
02/23/07	13:17	TIE UP	CA	BK	A0	02/23/07-1315	PICAEX00110		337P922	CO	CF
02/25/07	05:11	CDS 01	CA	CO	B0	02/25/07-0715	PICAEX00110		DH05725	CO	PM
02/25/07	05:11	ASSIGN FN	CA		B0	02/25/07-0715	PICAPMPM240		PICAPMPM24	CO	PM
02/25/07	05:11	CALL 01	CA	CO	B0	02/25/07-0745	PICAPMPM240		P24P925	CO	PM
02/25/07	11:14	DISP TEMP	CA	CO	B1	02/25/07-1114	PICAPMPM240		PICAPMPM24	CO	PM
02/25/07	12:56	NOTIFIED	CA	BK	B0	02/25/07-1256	PICAEX0011		PICAPMPM24	CO	
02/25/07	12:56	NOTIFIED	CA	BK	B0	02/25/07-1256	PICAEX0011		PICAPMPM24	CO	
02/25/07	15:45	TIE UP	CA	BK	B0	02/25/07-0745	PICAEX00110		DH05725	CO	PM
02/25/07	15:51	TIE UP	CA	BK	A0	02/25/07-1550	PICAEX00110		P24P925	CO	PM
02/25/07	21:13	DEADHEAD	CA	BK	B0	02/25/07-1550	PICAEX00110		DH23325	CO	##
02/25/07	21:13	TIE UP	CA	BK	A0	02/25/07-1620	PICAEX00110		DH23325	CO	##
02/26/07	15:57	CALL 01	CA	BK	B0	02/26/07-1700	PICAEX00110		74TP926	CO	CF
02/27/07	01:55	TIE UP	CA	BK	A0	02/27/07-0155	PICAEX00111		74TP926	CO	CF
02/27/07	11:41	CALL	CA	BK	B0	02/27/07-1300	PICAEX00111		62RP958	CO	CF
02/27/07	18:31	TIE UP	CA	BK	A0	02/27/07-1830	PICAEX00110		62RP958	CO	CF
02/28/07	15:11	CALL 01	CA	BK	B0	02/28/07-1615	PICAEX00110		27TP928	CO	CF
02/28/07	23:13	TIE UP	CA	BK	A0	02/28/07-2312	PICAEX00111		27TP928	CO	CF

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
03/01/07	06:08	CALL	CA	BK	B0	03/01/07-0715	PICAEX00111		906P928	CO	CF
03/01/07	16:31	TIE UP	CA	BK	A0	03/01/07-1630	PICAEX00110		906P928	CO	CF
03/01/07	23:15	OVERRIDE	CA	BK	A0	03/01/07-2315	PICAEX00110		PN40	FO	
03/01/07	23:16	CALL	CA	BK	B0	03/02/07-0030	PICAEX00110		PN40	FO	YD
03/02/07	08:37	TIE UP	CA	BK	A0	03/02/07-0835	PICAEX00110		PN40	FO	YD
03/02/07	18:45	CALL 01	CA	BK	B0	03/02/07-2005	PICAEX00110		27TP902	CO	CF
03/03/07	02:23	TIE UP	CA	BK	A0	03/03/07-0222	PICAEX00111		27TP902	CO	CF
03/03/07	10:21	CALL	CA	BK	B0	03/03/07-1115	PICAEX00111		28TP903	CO	CF
03/03/07	18:07	TIE UP	CA	BK	A0	03/03/07-1803	PICAEX00110		28TP903	CO	CF
03/03/07	18:09	COMMENTS	CA			03/03/07-1809	24 HOURS REST				
03/03/07	18:09	REST CHG	CA	BK	A0	03/04/07-1803					
03/04/07	18:17	RJNA(01)	CA	BK	A0	03/04/07-2015	PICAEX00110		P27P904	CO	CO
03/04/07	18:24	CALL 01	CA	BK	B0	03/04/07-2015	PICAEX00110		P27P904	CO	CO
03/05/07	03:38	TIE UP	CA	BK	A0	03/05/07-0337	PICAEX00110		P27P904	CO	CO
03/05/07	19:24	CALL 01	CA	BK	B0	03/05/07-2120	PICAEX00110		P27P905	CO	CO
03/06/07	09:09	TIE UP	CA	BK	A0	03/06/07-0909	PICAEX00110		P27P905	CO	CO
03/07/07	03:47	CALL 01	CA	BK	B0	03/07/07-0545	PICAEX00110		P21P907	CO	CH
03/07/07	14:06	TIE UP	CA	BK	A0	03/07/07-1405	PICAEX00110		P21P907	CO	CH
03/08/07	05:08	CALL 03	CA	BK	B0	03/08/07-0700	PICAEX00110		PN01	S1	YD
03/08/07	18:00	TIE UP	CA	BK	A0	03/08/07-1800	PICAEX00110		PN01	S1	YD
03/09/07	14:17	CALL 01	CA	BK	B0	03/09/07-1600	PICAEX00110		74NP909	CO	CF
03/10/07	00:43	TIE UP	CA	BK	A0	03/10/07-0042	PICAEX00111		74NP909	CO	CF
03/10/07	13:17	CALL	CA	BK	B0	03/10/07-1330	PICAEX00111		28TP910	CO	CF
03/10/07	21:01	TIE UP	CA	BK	A0	03/10/07-2100	PICAEX00110		28TP910	CO	CF
03/11/07	03:50	RJSU(04)	CA	BK	A0	03/11/07-0800	PICAEX00110		PN60	FO	YD
03/11/07	03:50	RJNQ(04)	CA	BK	A0	03/11/07-0800	PICAEX00110		PN60	FO	YD
03/11/07	03:51	RJNQ(09)	CA	BK	A0	03/11/07-0800	PICAEX00110		PN60	FO	YD
03/11/07	11:21	OFF SICK	CA	BK	S0	03/11/07-1120	PICAEX0011				
03/11/07	23:52	MARKUP	CA	BK	S0	03/11/07-2352	PICAEX0011				
03/12/07	02:36	LOST WORK	CA	BK	A0	03/11/07-1600	PICAEX0011		PN40	S1	
03/13/07	08:02	CDS 02	CA	CO	B0	03/13/07-0845	PICAEX00110		DH12413	CO	CP
03/13/07	08:02	ASSIGN FN	CA		B0	03/13/07-0845	PICACPCP280		PICACPCP28	CO	CP
03/13/07	08:02	CALL 02	CA	CO	B0	03/13/07-1045	PICACPCP280		P28P913	CO	CP
03/13/07	15:18	DISP TEMP	CA	CO	B1	03/13/07-1518	PICACPCP28				
03/13/07	21:04	NOTIFIED	CA	BK	B0	03/13/07-2104	PICAEX0011		PICACPCP28	CO	
03/13/07	21:10	TIE UP	CA	BK	B0	03/13/07-1044	PICAEX00110		DH12413	CO	CP
03/13/07	21:10	TIE UP	CA	BK	A0	03/13/07-2108	PICAEX00110		P28P913	CO	CP
03/13/07	21:50	DEADHEAD	CA	BK	B0	03/13/07-2108	PICAEX00110		DH32513	CO	##
03/13/07	23:11	TIE UP	CA	BK	A0	03/13/07-2308	PICAEX00110		DH32513	CO	##
03/15/07	06:59	DEADHEAD	CA	BK	B0	03/15/07-0900	PICAEX00110		DH13115	CO	##
03/15/07	13:05	TIE UP	CA	BK	A0	03/15/07-1300	PICAEX00110		DH13115	CO	##
03/15/07	18:34	CALL	CA	BK	B0	03/15/07-2100	PICAEX00110		P47P915	CO	RH
03/16/07	05:28	TIE UP	CA	BK	A0	03/16/07-0526	PICAEX00110		P47P915	CO	RH
03/16/07	05:56	COMMENTS	CA			03/16/07-0556	MAN SHOULD HAVE BEEN HELD TO TH				
03/16/07	05:56	COMMENTS	CA			03/16/07-0556	IM JOB IS DUE A D/H HOME WHEN R				
03/16/07	05:56	TEMP MOVE	CA	CO	A0	03/16/07-0556	PICARHRH470		PICARHRH47	CO	RH
03/16/07	13:38	CALL	CA	CO	B0	03/16/07-1559	PICARHRH470		P47P916	CO	RH
03/17/07	03:51	TIE UP	CA	CO	A0	03/17/07-0348	PICARHRH470		P47P916	CO	RH
03/17/07	04:36	COMMENTS	CA			03/17/07-0448	MAN WORKED THE P47P916 AND UPON				
03/17/07	04:36	COMMENTS	CA			03/17/07-0448	WERE NO ROOMS AVAILABLE AT THEI				
03/17/07	04:36	COMMENTS	CA			03/17/07-0448	THE CREW HAD TO DRIVE TO COLUMB				
03/17/07	04:36	COMMENTS	CA			03/17/07-0448	AVAILABLE HOTEL WITH RESERVED R				
03/17/07	04:36	COMMENTS	CA			03/17/07-0448	RAILROAD. THE CREW WILL SUBMIT				
03/17/07	04:36	COMMENTS	CA			03/17/07-0448	MILEAGE.				

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
03/17/07	13:44	CALL	CA	CO	B0	03/17/07-1559	PICARHRH470		P47P917	CO	RH
03/18/07	04:11	TIE UP	CA	CO	A0	03/18/07-0410	PICARHRH470		P47P917	CO	RH
03/18/07	20:53	CALL	CA	CO	B0	03/18/07-2300	PICARHRH470		P47P918	CO	RH
03/19/07	10:31	TIE UP	CA	CO	A0	03/19/07-1029	PICARHRH470		P47P918	CO	RH
03/19/07	21:08	CALL	CA	CO	B0	03/19/07-2300	PICARHRH470		P47P919	CO	RH
03/20/07	10:32	TIE UP	CA	CO	A0	03/20/07-1029	PICARHRH470		P47P919	CO	RH
03/20/07	23:04	OVERRIDE	CA	CO	A0	03/20/07-2304	PICARHRH47		PICAHOME		
03/20/07	23:04	DEADHEAD	CA	CO	B0	03/20/07-2300	PICARHRH470		DH35520	CO	##
03/21/07	03:12	TIE UP	CA	CO	A0	03/21/07-0300	PICARHRH470		DH35520	CO	##
03/21/07	03:12	REL ASSGN	CA	CO	A0	03/21/07-0300	PICARHRH47		PICARHRH47	CO	RH
03/22/07	14:50	DISP(VOL)	CA	CO	A1	03/22/07-1450	PICARHRH470		PICARHRH47	CO	RH
03/22/07	14:50	NOTIFIED	CA	BK	A0	03/22/07-1450	PICAEX0011		PICARHRH47	CO	
03/23/07	14:37	RJSU(03)	CA	BK	A0	03/23/07-0700	PICAEX00110		PN01	S1	YD
03/24/07	01:34	RJSU(03)	CA	BK	A0	03/24/07-0800	PICAEX00110		PN60	S1	YD
03/24/07	01:34	RJSU(06)	CA	BK	A0	03/24/07-0800	PICAEX00110		PN60	S1	YD
03/24/07	05:30	RJNQ(03)	CA	BK	A0	03/24/07-0800	PICAEX00110		PN60	S1	YD
03/24/07	05:30	RJNQ(06)	CA	BK	A0	03/24/07-0800	PICAEX00110		PN60	S1	YD
03/24/07	06:08	CALL 03	CA	BK	B0	03/24/07-0800	PICAEX00110		PN60	S1	YD
03/24/07	19:42	TIE UP	CA	BK	A0	03/24/07-1940	PICAEX00110		PN60	S1	YD
03/26/07	03:28	CALL 01	CA	BK	B0	03/26/07-0530	PICAEX00110		P21P926	CO	CH
03/26/07	17:13	TIE UP	CA	BK	A0	03/26/07-1712	PICAEX00110		P21P926	CO	CH
03/28/07	15:44	VRU INIT	CA	BK	B8	03/28/07-1730	PICAEX00110		27TP928	CO	CF
03/28/07	15:46	VCLL	CA	CO	B0	03/28/07-1730	PICAEX00110		27TP928	CO	CF
03/28/07	23:44	TIE UP	CA	BK	A0	03/28/07-2342	PICAEX00111		27TP928	CO	CF
03/29/07	08:00	CALL	CA	BK	B0	03/29/07-0930	PICAEX00111		28TP929	CO	CF
03/29/07	16:09	TIE UP	CA	BK	A0	03/29/07-1607	PICAEX00110		28TP929	CO	CF
03/30/07	05:18	CDS 01	CA	CO	B0	03/30/07-0715	PICAEX00110		DH06830	CO	PM
03/30/07	05:18	ASSIGN FN	CA		B0	03/30/07-0715	PICAPMPM240		PICAPMPM24	CO	PM
03/30/07	05:18	CALL 01	CA	CO	B0	03/30/07-0745	PICAPMPM240		P24P930	CO	PM
03/30/07	09:40	DISP TEMP	CA	CO	B1	03/30/07-0940	PICAPMPM24				
03/30/07	12:46	NOTIFIED	CA	BK	B0	03/30/07-1246	PICAEX0011		PICAPMPM24	CO	
03/30/07	14:15	LORQ	CA		P	06/29/07-0001					
03/30/07	15:59	TIE UP	CA	BK	B0	03/30/07-0745	PICAEX00110		DH06830	CO	PM
03/30/07	16:05	TIE UP	CA	BK	A0	03/30/07-1605	PICAEX00110		P24P930	CO	PM
03/30/07	18:55	DEADHEAD	CA	BK	B0	03/30/07-1605	PICAEX00110		DH28130	CO	##
03/30/07	18:55	TIE UP	CA	BK	A0	03/30/07-1635	PICAEX00110		DH28130	CO	##
03/31/07	04:09	CALL 01	CA	BK	B0	03/31/07-0605	PICAEX00110		P21P931	B1	CH
03/31/07	16:46	TIE UP	CA	BK	A0	03/31/07-1645	PICAEX00110		P21P931	B1	CH

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
04/01/07	02:31	RJNR(02)	CA	BK	A0	04/01/07-0359	PICAEX00110			CO	RH
04/01/07	05:38	DEADHEAD	CA	BK	B0	04/01/07-0715	PICAEX00110		DH07101	B1	##
04/01/07	07:50	TIE UP	CA	BK	A0	04/01/07-0745	PICAEX00110		DH07101	B1	##
04/01/07	07:50	ASSIGN FN	CA		A0	04/01/07-0745	PICAPMPM24		PICAPMPM24	B1	PM
04/01/07	07:50	CALL	CA	BK	B0	04/01/07-0745	PICAPMPM240		P24P901	B1	PM
04/01/07	10:18	DISP TEMP	CA	BK	B1	04/01/07-1018	PICAPMPM24				
04/01/07	13:23	NOTIFIED	CA	BK	B0	04/01/07-1323	PICAEX0011		PICAPMPM24	B1	
04/01/07	17:00	TIE UP	CA	BK	A0	04/01/07-1700	PICAEX00110		P24P901	B1	PM
04/01/07	17:33	DEADHEAD	CA	BK	B0	04/01/07-1700	PICAEX00110		DH17301	B1	##
04/01/07	17:33	TIE UP	CA	BK	A0	04/01/07-1730	PICAEX00110		DH17301	B1	##
04/02/07	05:04	CALL 03	CA	BK	B0	04/02/07-0700	PICAEX00110		PN01	S1	YD
04/02/07	15:00	TIE UP	CA	BK	A0	04/02/07-1500	PICAEX00110		PN01	S1	YD
04/03/07	05:56	CALL 01	CA	BK	B0	04/03/07-0730	PICAEX00110		P21P903	B1	CH
04/03/07	19:30	TIE UP	CA	BK	A0	04/03/07-1930	PICAEX00110		P21P903	B1	CH
04/05/07	13:34	CALL 04	CA	BK	B0	04/05/07-1500	PICAEX00110		PN90	FO	YD
04/06/07	02:35	TIE UP	CA	BK	A0	04/06/07-0234	PICAEX00110		PN90	FO	YD
04/07/07	09:54	DEADHEAD	CA	BK	B0	04/07/07-1100	PICAEX00110		DH08307	CO	##
04/07/07	15:37	TIE UP	CA	BK	A0	04/07/07-1500	PICAEX00110		DH08307	CO	##
04/07/07	15:37	ASSIGN FN	CA		A0	04/07/07-1500	PICARHRH57		PICARHRH57	CO	RH
04/07/07	20:55	CALL	CA	CO	B0	04/07/07-2300	PICARHRH570		P57P907	CO	RH
04/08/07	05:22	TIE UP	CA	CO	A0	04/08/07-0521	PICARHRH570		P57P907	CO	RH
04/09/07	12:38	DISP TEMP	CA	CO	A1	04/09/07-1238	PICARHRH57				
04/09/07	12:55	ATMP NTFY	CA	CO	A1	04/09/07-1255	PICAEX0011		PICARHRH57	CO	
04/09/07	13:05	NOTIFIED	CA	BK	A0	04/09/07-1305	PICAEX0011		PICARHRH57	CO	
04/09/07	13:09	DEADHEAD	CA	BK	B0	04/09/07-1305	PICAEX00110		DH16709	B1	##
04/09/07	21:14	TIE UP	CA	BK	A0	04/09/07-1705	PICAEX00110		DH16709	B1	##
04/12/07	13:08	CALL 03	CA	BK	B0	04/12/07-1500	PICAEX00110		PN90	S1	YD
04/13/07	01:24	TIE UP	CA	BK	A0	04/13/07-0120	PICAEX00110		PN90	S1	YD
04/13/07	14:19	CALL 01	CA	BK	B0	04/13/07-1615	PICAEX00110		27TP913	CO	CF
04/13/07	20:30	TIE UP	CA	BK	A0	04/13/07-2030	PICAEX00111		27TP913	CO	CF
04/14/07	02:58	REJ TURN	CA	BK	A0	04/14/07-0258	PICACFMU011		474P914	CO	CF
04/14/07	08:20	CALL	CA	BK	B0	04/14/07-0815	PICAEX00111		28TP914	CO	CF
04/14/07	16:32	TIE UP	CA	BK	A0	04/14/07-1630	PICAEX00110		28TP914	CO	CF
04/15/07	09:42	OFF SICK	CA	BK	S0	04/15/07-0942	PICAEX0011				
04/15/07	22:59	MARKUP	CA	BK	S0	04/15/07-2259	PICAEX0011				
04/18/07	08:40	CALL 01	CA	BK	B0	04/18/07-1000	PICAEX00110		P21P918	B1	CH
04/18/07	17:12	TIE UP	CA	BK	A0	04/18/07-1712	PICAEX00110		P21P918	B1	CH
04/19/07	13:03	CALL 03	CA	BK	B0	04/19/07-1500	PICAEX00110		PN90	S1	YD
04/19/07	22:03	TIE UP	CA	BK	A0	04/19/07-2203	PICAEX00110		PN90	S1	YD
04/21/07	02:42	DEADHEAD	CA	BK	B0	04/21/07-0359	PICAEX00110		DH02621	B1	##
04/21/07	08:37	TIE UP	CA	BK	A0	04/21/07-0759	PICAEX00110		DH02621	B1	##
04/21/07	08:37	ASSIGN FN	CA		A0	04/21/07-0759	PICARHRH47		PICARHRH47	B1	RH
04/21/07	13:44	CALL	CA	BK	B0	04/21/07-1559	PICARHRH470		P47P921	B1	RH
04/21/07	18:41	DISP TEMP	CA	BK	B1	04/21/07-1841		0	PICARHRH47	B1	RH
04/21/07	18:41	NOTIFIED	CA	BK	B0	04/21/07-1841	PICAEX0011		PICARHRH47	B1	
04/21/07	18:42	TEMP MOVE	CA	BK	B1	04/21/07-1841	PICARHRH470		PICARHRH47	B1	RH
04/21/07	18:42	NOTIFIED	CA	BK	B0	04/21/07-1842	PICARHRH47		PICARHRH47	B1	
04/22/07	03:51	TIE UP	CA	BK	A0	04/22/07-0350	PICARHRH470		P47P921	B1	RH
04/22/07	20:33	CALL	CA	BK	B0	04/22/07-2300	PICARHRH470		P47P922	B1	RH
04/23/07	10:33	TIE UP	CA	BK	A0	04/23/07-1032	PICARHRH470		P47P922	B1	RH
04/23/07	20:39	CALL	CA	BK	B0	04/23/07-2300	PICARHRH470		P47P923	B1	RH
04/24/07	08:25	TIE UP	CA	BK	A0	04/24/07-0825	PICARHRH470		P47P923	B1	RH
04/26/07	18:35	CALL	CA	BK	B0	04/26/07-2100	PICARHRH470		P47P926	B1	RH
04/27/07	03:30	TIE UP	CA	BK	A0	04/27/07-0330	PICARHRH470		P47P926	B1	RH

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
04/27/07	13:59	CALL	CA	BK	B0	04/27/07-1559	PICARHRH470		P47P927	B1	RH
04/28/07	03:55	TIE UP	CA	BK	A0	04/28/07-0355	PICARHRH470		P47P927	B1	RH
04/28/07	13:52	CALL	CA	BK	B0	04/28/07-1559	PICARHRH470		P47P928	B1	RH
04/29/07	04:08	TIE UP	CA	BK	A0	04/29/07-0407	PICARHRH470		P47P928	B1	RH
04/29/07	21:02	CALL	CA	BK	B0	04/29/07-2300	PICARHRH470		P47P929	B1	RH
04/30/07	11:05	TIE UP	CA	BK	A0	04/30/07-1104	PICARHRH470		P47P929	B1	RH
04/30/07	20:29	CALL	CA	BK	B0	04/30/07-2300	PICARHRH470		P47P930	B1	RH

02/05/09 15:42 PIEDMONT DIVISION
DIST: PI SUB-DIST: PI D A I L Y A C T I V I T Y B Y I
EMPLOYEE : MOORER, T. V. (TRUMAINE)

DATE	TIME	FUNCTION	SD	CC	LO	EFF DATE/TIME	ASSIGNMT	D	TEMPASGNMT	PO	PD
05/01/07	10:45	TIE UP	CA	BK	A0	05/01/07-1045	PICARHRH470		P47P930	B1	RH
05/01/07	14:48	ADV MAINT	CA	BK	A0	05/01/07-1448	PICARHRH47		PICACPCP28	CO	PICA00
05/03/07	18:50	CALL	CA	BK	B0	05/03/07-2100	PICARHRH470		P47P903	B1	RH
05/04/07	04:58	TIE UP	CA	BK	A0	05/04/07-0440	PICARHRH470		P47P903	B1	RH
05/04/07	12:03	CALL	CA	BK	B0	05/04/07-1559	PICARHRH470		P47P904	B1	RH
05/05/07	04:00	TIE UP	CA	BK	A0	05/05/07-0358	PICARHRH470		P47P904	B1	RH
05/05/07	14:04	CALL	CA	BK	B0	05/05/07-1559	PICARHRH470		P47P905	B1	RH
05/06/07	03:55	TIE UP	CA	BK	A0	05/06/07-0355	PICARHRH470		P47P905	B1	RH
05/06/07	21:05	CALL	CA	BK	B0	05/06/07-2300	PICARHRH470		P47P906	B1	RH
05/07/07	09:22	BULL AWRD	CA	BK	B0	05/07/07-0900	PICARHRH47		PICACPCP28	CO	
05/07/07	09:23	SEN-MOVE	CA	CO	B1	05/07/07-0923	PICACPCP280		PICACPCP28	CO	CP
05/07/07	11:33	TIE UP	CA	CO	A1	05/07/07-1131	PICACPCP280		P47P906	B1	RH
05/07/07	12:18	NOTIFIED	CA	CO	A0	05/07/07-1218	PICACPCP28		PICACPCP28	CO	
05/07/07	12:54	DEADHEAD	CA	CO	B0	05/07/07-1218	PICACPCP280		DH16407	B1	##
05/07/07	16:59	TIE UP/10	CA	CO	A0	05/07/07-1618	PICACPCP280		DH16407	B1	##
05/08/07	07:32	VRU INIT	CA	CO	B8	05/08/07-0925	PICACPCP280		P28P908	CO	CP
05/08/07	07:34	VCLL	CA	CO	B0	05/08/07-0925	PICACPCP280		P28P908	CO	CP
05/08/07	22:27	TIE UP	CA	CO	A0	05/08/07-2225	PICACPCP280		P28P908	CO	CP
05/09/07	08:25	VRU INIT	CA	CO	B8	05/09/07-1025	PICACPCP280		P28P909	CO	CP
05/09/07	08:26	VCLL	CA	CO	B0	05/09/07-1025	PICACPCP280		P28P909	CO	CP
05/09/07	22:54	TIE UP	CA	CO	A0	05/09/07-2253	PICACPCP280		P28P909	CO	CP
05/09/07	22:59	OFF SICK	CA	CO	S0	05/09/07-2259	PICACPCP28				
05/10/07	18:06	ASSIGN-TK	CA	CO	S0	05/10/07-0630	PICACPCP280		P28P910	CO	CP
05/11/07	19:51	ASSIGN-TK	CA	CO	S0	05/11/07-0730	PICACPCP280		P28P911	CO	CP
05/14/07	14:08	ASSIGN-TK	CA	CO	S0	05/14/07-0600	PICACPCP280		P28P914	CO	CP
05/15/07	16:02	ASSIGN-TK	CA	CO	S0	05/15/07-0600	PICACPCP280		P28P915	CO	CP
05/16/07	15:22	ASSIGN-TK	CA	CO	S0	05/16/07-0715	PICACPCP280		P28P916	CO	CP
05/17/07	18:41	ASSIGN-TK	CA	CO	S0	05/17/07-0800	PICACPCP280		P28P917	CO	CP
05/18/07	17:01	ASSIGN-TK	CA	CO	S0	05/18/07-0815	PICACPCP280		P28P918	CO	CP
05/21/07	15:00	ASSIGN-TK	CA	CO	S0	05/21/07-0600	PICACPCP280		P28P921	CO	CP
05/22/07	16:03	ASSIGN-TK	CA	CO	S0	05/22/07-0600	PICACPCP280		P28P922	CO	CP
05/23/07	16:24	ASSIGN-TK	CA	CO	S0	05/23/07-0800	PICACPCP280		P28P923	CO	CP
05/25/07	17:26	ASSIGN-TK	CA	CO	S0	05/25/07-0900	PICACPCP280		P28P925	CO	CP
05/29/07	13:01	MARKUP	CA	CO	S0	05/29/07-1301	PICACPCP28				
05/29/07	13:01	COMMENTS	CA	CO	A0	05/29/07-1301	MEDICAL RELEASED HIM				
05/29/07	13:01	COMMENTS	CA	CO	A0	05/29/07-1301	COMMENTS REMOVED				
05/29/07	14:27	ASSIGN-TK	CA	CO	A0	05/29/07-0600	PICACPCP280		P28P929	CO	CP
05/30/07	04:10	VRU INIT	CA	CO	B8	05/30/07-0600	PICACPCP280		P28P930	CO	CP
05/30/07	04:14	VCLL	CA	CO	B0	05/30/07-0600	PICACPCP280		P28P930	CO	CP
05/30/07	17:07	TIE UP	CA	CO	A0	05/30/07-1705	PICACPCP280		P28P930	CO	CP
05/31/07	04:29	VRU INIT	CA	CO	B8	05/31/07-0630	PICACPCP280		P28P931	CO	CP
05/31/07	04:31	VCLL	CA	CO	B0	05/31/07-0630	PICACPCP280		P28P931	CO	CP
05/31/07	17:21	TIE UP	CA	CO	A0	05/31/07-1719	PICACPCP280		P28P931	CO	CP
05/31/07	20:09	OFF PEND	CA	CO	E0	05/31/07-2008	PICACPCP28				
05/31/07	20:09	COMMENTS	CA	CO	E0	05/31/07-2008	MEDICAL HOLD PER WILL 053107				

INJURIES
05-09-07 NSP050720717
204 DAYS AWAY FROM WORK
MR. MOORER BEGAN EXPERINCING CRAMPS PRIOR TO REPORTING FOR DUTY AND SUCH RETURNED AT APPROXIMATELY 5 PM. EMPLOYEE ADVISED THAT IT WAS NOT WORK RELATED. HE WAS TREATED FOR DEHYDRATION.

MOTOR VEHICLE ACCIDENTS
NO MOTOR VEHICLE ACCIDENTS (1)

RULE VIOLATIONS
04-27-07 1100B LETTER WRITTEN

TRAINING
05-30-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: W K DESHAZOR
05-30-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: W K DESHAZOR
05-30-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: W K DESHAZOR
04-27-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: D R BOST
04-27-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: D R BOST
04-21-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: B D STATER
04-21-07 (778)SAFETY AWARENESS
PRESENTER: B D STATER
04-21-07 (8867)HOW TO PROTECT SHOVE MOVEMENTS/SAFETY STOPS - TRANS. 11/04
PRESENTER: B D STATER
04-21-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: B D STATER
04-21-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: B D STATER
04-05-07 (10000)ANNUAL ONE TO ONE CONTACTS - SAFETY DEPT 01/07
PRESENTER: M D MERROW
03-24-07 (9507)QUALIFIED TO PERFORM A CLASS 1 BRAKE TEST & INSPEC. - EXPIRES
PRESENTER: W K DESHAZOR
03-16-07 (778)SAFETY AWARENESS
PRESENTER: B D STATER
03-16-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: B D STATER
03-16-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: B D STATER RULE DEPICTED: 1111
03-16-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: B D STATER
03-16-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: B D STATER
03-06-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: W K DESHAZOR
03-01-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: P A HAWKINS
03-01-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: P A HAWKINS

DEFENDANT'S TRIAL EXHIBIT 4
1379

02-20-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: B D STATER RULE DEPICTED: C
02-20-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: B D STATER RULE DEPICTED: 1110B
02-20-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: B D STATER RULE DEPICTED: 1111
02-20-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: B D STATER RULE DEPICTED: 1111A
02-20-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: B D STATER RULE DEPICTED: 1111B
02-20-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: B D STATER RULE DEPICTED: 1111C
02-20-07 (778)SAFETY AWARENESS
PRESENTER: B D STATER RULE DEPICTED: C
02-20-07 (4683)WINTER SAFETY CHAMPIONS III - ALL DEPT - SAFETY DEPT 12/06
PRESENTER: B D STATER RULE DEPICTED: C
02-20-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: B D STATER
02-20-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: B D STATER
02-11-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: D R CARTER
02-02-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: R L COLLINS
02-02-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: R L COLLINS
01-18-07 (778)SAFETY AWARENESS
PRESENTER: S JACKSON
01-18-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: S JACKSON
01-18-07 (808)SAFETY RULE REVIEW
PRESENTER: S JACKSON
01-18-07 (6618)JOB BRIEFING DISCUSSION
PRESENTER: S JACKSON
01-18-07 (6702)JOB BRIEFING - REVIEW
PRESENTER: S JACKSON
01-18-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: S JACKSON
01-10-07 (6627)CONDUCTOR'S JOB (THE)
PRESENTER: M D MERROW
01-10-07 (4676)BRAKESTICK REVISITED - TRANS - SAFETY DEPT
PRESENTER: M D MERROW
01-10-07 (8043)SWITCHES & DERAILS 2002 - CONDUCTOR TRAINING - MCDONOUGH 07/
PRESENTER: M D MERROW
01-10-07 (8075)MOUNTING & DISMOUNTING EQUIP 2002 - TRANS - MEDIA CENTER
PRESENTER: M D MERROW
01-10-07 (8095)JACKING RAIL EQUIPMENT - MECHANICAL - VA DIV. 09/02
PRESENTER: M D MERROW
01-10-07 (8042)RAILROAD COMMUNICATIONS 2002 - CONDUCTOR TRAINING - MCDONOUGH
PRESENTER: M D MERROW
01-10-07 (8046)COUPLERS & COUPLINGS 2002 - CONDUCTOR TRAINING - MCDONOUGH 0
PRESENTER: M D MERROW
01-10-07 (8044)SAFE & EFFICIENT SWITCHING 2002 - CONDUCTOR TRAINING - MCDONO
PRESENTER: M D MERROW

0178088 T V MOORER 03/13/08

01-10-07 (8041)FIELD REPAIRS 2002 - CONDUCTOR TRAINING - MCDONOUGH 07/02
PRESENTER: M D MERROW
01-10-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: M D MERROW
01-10-07 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: M D MERROW
01-10-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: M D MERROW RULE DEPICTED: GR16
01-07-07 (9507)QUALIFIED TO PERFORM A CLASS 1 BRAKE TEST & INSPEC. - EXPIRES
PRESENTER: M D MERROW
01-06-07 (807)OPERATING RULES CLASS ATTENDANCE
PRESENTER: D A MASON
01-06-07 (9444)MODULE 1 - JOB BRIEFINGS - VIDEO - TRAINING - MCDONOUGH 11/0
PRESENTER: D A MASON
01-06-07 (9445)MODULE 2 - 2007 HAZARDOUS MATERIAL TRAINING - PP/VIDEO - MCDO
PRESENTER: D A MASON
01-06-07 (9446)MODULE 3 - 2007 POWER BRAKES CERTIFICATION TRAINING - VIDEO -
PRESENTER: D A MASON
01-06-07 (9447)MODULE 4 - DEFECTIVE EQUIPMENT PROCEDURES FOR PROPER TRAIN IN
PRESENTER: D A MASON
01-06-07 (9448)MODULE 5 - SWITCHING SAFELY - LOCAL ISSUES & RFE TOPICS - MCD
PRESENTER: D A MASON
01-06-07 (9449)MODULE 6 - SIGNALS - PP/VIDEO - TRAINING - MCDONOUGH 11/06
PRESENTER: D A MASON
01-06-07 (9450)MODULE 7 - HOURS OF SERVICE (PP) - TRAINING - MCDONOUGH 11/0
PRESENTER: D A MASON
01-06-07 (9451)MODULE 8 - DISPATCHER TRAINING "THE PROFESSIONAL DISPATCHER"
PRESENTER: D A MASON
01-06-07 (9490)OTC-PHASE I SWITCH AWARENESS & TRAIN TRACKING - TRANS 12/06
PRESENTER: D A MASON
01-06-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: D A MASON RULE DEPICTED: GR14
01-06-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: D A MASON RULE DEPICTED: GR39
01-06-07 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: D A MASON RULE DEPICTED: GR38
01-06-07 (886)REVIEW OF RECENT INCIDENT/ACCIDENT - REVIEW PROPER PROCEDU
PRESENTER: D A MASON
01-06-07 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: D A MASON
01-06-07 (778)SAFETY AWARENESS
PRESENTER: D A MASON
01-06-07 (9488)2007 CSXT RULES EXAM FOR NS T&E - OPERATING RULES 12/06
PRESENTER: D A MASON RULE DEPICTED: D
12-13-06 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: P A HAWKINS
12-13-06 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: P A HAWKINS
11-18-06 (801)SUPERVISOR'S SAFETY CONTACT
PRESENTER: D H STINSON
11-18-06 (805)EXPLANATION AND/OR PHYSICAL DEMONSTRATION OF SAFETY RULE
PRESENTER: D H STINSON RULE DEPICTED: GR38
11-18-06 (778)SAFETY AWARENESS
PRESENTER: D H STINSON

11-18-06 (828)QUARTERLY CONTACT AS REQUIRED BY 6 POINT ACTION PLAN
PRESENTER: D H STINSON
09-26-06 (8352)START ENHANCED 2003 - TRANS. - MCDONOUGH 10/03
PRESENTER: D R CARTER
09-26-06 (9038)REVIEW C&S STANDARDS & PROCEDURES MANUAL - C&S 05/05
PRESENTER: D R CARTER
09-26-06 (8348)POWERPOINT PRESENTATION FOR USE IN UPDATING SAFE ACTIVITIES -
PRESENTER: D R CARTER
09-26-06 (4587)T&E JOB BRIEFINGS 2000
PRESENTER: D R CARTER
09-26-06 (8720)RAILVIEW:WHAT IT MEANS TO US - MEDIA CENTER - MCDONOUGH 05/
PRESENTER: D R CARTER
09-26-06 (8134)CYO:COMMUNICATION THAT'S THE KEY - TRANS. - MCDONOUGH 11/02
PRESENTER: D R CARTER
09-26-06 (8721)TRAIN & ENGINE EMPLOYEES:PAYROLL REPORTING - TRANS. 05/04
PRESENTER: D R CARTER
09-26-06 (8519)THOROUGHBRED LOAD CLEARANCE.15-MIN.239-3512.MCDONOUGH TRAININ
PRESENTER: D R CARTER
09-26-06 (8273)RAIL SECURITY AWARENESS TRAINING - ENVIRONMENTAL 05/03
PRESENTER: D R CARTER
09-26-06 (7611)ACT (ACCELERATED CONDUCTOR) - HAZMAT - TRANSPORTATION - 9/00
PRESENTER: D R CARTER
09-26-06 (8797)POWER AIR BRAKE:UPDATE 2004 - MCDONOUGH 08/04
PRESENTER: D R CARTER
09-26-06 (8427)CFR 232 T&E QUALIFIED TO PERFORM CLASS 1 BRK TEST & INSP EXP:
PRESENTER: D R CARTER
09-26-06 (4615)HOTD/EOTD TRAINING 2001 - MECHANICAL 08/01
PRESENTER: D R CARTER
09-26-06 (8261)COMPLETE TING THE CONDUCTOR TRAINEE PROGRESS REPORT - HR TRAI
PRESENTER: D R CARTER
09-26-06 (7904)FRA HOURS OF SERVICE REPORTING - RULES CLASS 12/01
PRESENTER: D R CARTER
09-26-06 (9136)FRA EMERGENCY ORDER NO. 24 - TRANS/ENG - OPER. RULES 10/05
PRESENTER: D R CARTER
09-26-06 (9178)CONDUCTOR TRAINING ACCELERATED PHASE 3 - MCDONOUGH 01/06
PRESENTER: D R CARTER
09-26-06 (9176)NS CONDUCTOR'S PROMOTION EXAM 2006 (E/W) - MCDONOUGH 01/06
PRESENTER: D R CARTER
09-26-06 (9177)INITIAL B.O.R. 2006 (E/W) - MCDONOUGH 01/06
PRESENTER: D R CARTER
09-26-06 (4608)RAILWAY FATALITY REVIEW - 2001 - CSXT INCIDENT - SAFETY 04/
PRESENTER: D R CARTER
09-26-06 (8591)BRYAN OHIO COALITION-JAN 17, 1999-SAFETY 2002 RULES CLASS 11/
PRESENTER: D R CARTER
09-26-06 (9374)GE-EVO TRAINING - MECH - BELLEVUE LOCOMOTIVE 12/06
PRESENTER: D R CARTER
09-13-06 (4676)BRAKESTICK REVISITED - TRANS - SAFETY DEPT
PRESENTER: S JACKSON
09-13-06 (9255)STORM WATER - PREPARING FOR A RAINY DAY
PRESENTER: S JACKSON
09-13-06 (9360)2006 EASTERN REGION QTRLY CONTACT -FOULING LIVE TRACKS/CLOSE
PRESENTER: S JACKSON
09-13-06 (4674)BEE READY - ALL - 1ST QTR VIGNETTE - SAFETY 04/06
PRESENTER: S JACKSON

09-13-06 (8784)OUR WORLD, OUR CHOICE 2004 - ENVIRON. 07/04
PRESENTER: S JACKSON
08-18-06 (6978)ENVIRONMENTAL AWARENESS REVIEW 1998. ENVIRONMENTAL DEPT.
PRESENTER: T P O'BRIEN JR
08-18-06 (8042)RAILROAD COMMUNICATIONS 2002 - CONDUCTOR TRAINING - MCDONOUGH
PRESENTER: T P O'BRIEN JR
08-18-06 (8046)COUPLERS & COUPLINGS 2002 - CONDUCTOR TRAINING - MCDONOUGH 0
PRESENTER: T P O'BRIEN JR
08-18-06 (8043)SWITCHES & DERAILS 2002 - CONDUCTOR TRAINING - MCDONOUGH 07/
PRESENTER: T P O'BRIEN JR
08-18-06 (8044)SAFE & EFFICIENT SWITCHING 2002 - CONDUCTOR TRAINING - MCDONO
PRESENTER: T P O'BRIEN JR
08-18-06 (8050)JOB OF THE CONDUCTOR - PERSONNEL - MCDONOUGH 07/02
PRESENTER: T P O'BRIEN JR
08-18-06 (8075)MOUNTING & DISMOUNTING EQUIP 2002 - TRANS - MEDIA CENTER
PRESENTER: T P O'BRIEN JR
08-18-06 (8045)HANDBRAKES 2002 - CONDUCTOR TRAINING - MCDONOUGH 07/02
PRESENTER: T P O'BRIEN JR
08-18-06 (4569)JUST THAT QUICK.1ST QTR TRANSPORTATION DEPT. YEAR 2000.
PRESENTER: T P O'BRIEN JR
08-18-06 (6816)CUT SHORT: TRANSPORTATION VIGNETTE. PROPER DISTANCE WHEN CROS
PRESENTER: T P O'BRIEN JR
08-18-06 (4665)ONE JOB BRIEFING TOO FEW - ENG. - SAFETY DEPT. 04/05
PRESENTER: T P O'BRIEN JR
08-18-06 (4659)FRUSTRATED - TRANS. 3RD QTR VIGNETTE - SAFETY 07/04
PRESENTER: T P O'BRIEN JR
08-18-06 (4646)PARADISE LOST - TRANSPORTATION - SAFETY DEPT. 07/03
PRESENTER: T P O'BRIEN JR
08-18-06 (4192)SAFE STAY.MCDONOUGH TRAINING CENTER.239-3503.TOM ABLES
PRESENTER: T P O'BRIEN JR
08-18-06 (6401)SEXUAL HARASSMENT - EMPLOYEE TRAINING 26 MIN. VIDEO
PRESENTER: T P O'BRIEN JR
08-18-06 (7569)FIELD REPAIRS 2000 - TRAINING - ACT
PRESENTER: T P O'BRIEN JR
08-18-06 (4138)ALL THE RIGHT MOVES:TRANSPORTATION DEPT.EXERCISE VIDEO.SAFETY
PRESENTER: T P O'BRIEN JR
08-18-06 (4298)LIFESTYLE MANAGEMENT IN THE 21ST CENTURY WORLD.T&E.
PRESENTER: T P O'BRIEN JR
08-18-06 (7733)COUPLER ALIGNMENT PROCEDURES 2001 - MCDONOUGH 12/00
PRESENTER: T P O'BRIEN JR
08-18-06 (7871)EEO-DIVERSITY TRAINING - AGREEMENT - HUMAN RESOURCES 10/01
PRESENTER: T P O'BRIEN JR
08-18-06 (4047)COLLISION:1998 VIGNETTE-RAIL CARS COLLIDING. SAFETY DEPT.
PRESENTER: T P O'BRIEN JR
08-18-06 (6870)THE SIGNAL. TRANSPORTATION DEPT. 3 QTR 1997. JOB FOCUS & ALER
PRESENTER: T P O'BRIEN JR
08-18-06 (4061)TIES:3RD QTR TRANSPORTATION VIGNETTE 1998:FOULING TRACTS.SAFE
PRESENTER: T P O'BRIEN JR
08-18-06 (4046)DERAIL 1998 DERAILMENT VIGNETTE
PRESENTER: T P O'BRIEN JR
08-18-06 (4193)THE GATE.CLOSE CLEARANCES.TRAIN MOVEMENT.TRANSPORTATION DEPT.
PRESENTER: T P O'BRIEN JR
08-18-06 (6486)THE DRAWHEAD 4:27 MIN SAFETY DEPT 1995
PRESENTER: T P O'BRIEN JR

08-18-06 (6806)CLOSE UP.COMMUNICATION & CAR PLACEMENT. TRANSP. VIGNETTE. SAF
PRESENTER: T P O'BRIEN JR
08-18-06 (4062)CUSHIONS:MISALIGNED COUPLERS:RULES COMPLIANCE:TRANSP.DEPT.9/9
PRESENTER: T P O'BRIEN JR
08-18-06 (6902)DISTRACTION VIGNETTE 1997 SAFETY DEPT. INATTENTION AROUND TR
PRESENTER: T P O'BRIEN JR
08-18-06 (4049)SWITCH:RUN-THROUGH SWITCH:RULES VIOLATION VIGNETTE:SAFETY DEP
PRESENTER: T P O'BRIEN JR
08-18-06 (4648)INSIGHT - TRANS/MECH/ENG - SYSTEM WIDE - SAFETY DEPT 09/03
PRESENTER: T P O'BRIEN JR
08-18-06 (4615)HOTD/EOTD TRAINING 2001 - MECHANICAL 08/01
PRESENTER: T P O'BRIEN JR
08-18-06 (4587)T&E JOB BRIEFINGS 2000
PRESENTER: T P O'BRIEN JR
08-18-06 (8433)CFR 232 - PROPER USE OF RETAINING VALVES - OPER. RULES 02/04
PRESENTER: T P O'BRIEN JR
08-18-06 (8371)UNDERSTANDING THE RULES PAPER HIERARCHY: PAPER MAZE - MCDONOU
PRESENTER: T P O'BRIEN JR
08-18-06 (6429)CONDUCTOR TRAINING ACCELERATED-PHASE 1 COMPLETED (MCDONOUGH)
PRESENTER: T P O'BRIEN JR
08-18-06 (4662)REPORTABLE INJURIES SIMPLY DEFINED - SAFETY 11/04
PRESENTER: T P O'BRIEN JR
08-18-06 (7895)EMPLOYEE RIGHT TO KNOW - TRANSPORTATION - ENVIRONMENTAL 11/
PRESENTER: T P O'BRIEN JR
08-18-06 (8273)RAIL SECURITY AWARENESS TRAINING - ENVIRONMENTAL 05/03
PRESENTER: T P O'BRIEN JR
08-18-06 (8784)OUR WORLD, OUR CHOICE 2004 - ENVIRON. 07/04
PRESENTER: T P O'BRIEN JR
08-09-06 (9999)ANNUAL ONE TO ONE SAFETY CONTACTS - SAFETY DEPT 01/06
PRESENTER: P R STONE
08-09-06 (9999)ANNUAL ONE TO ONE SAFETY CONTACTS - SAFETY DEPT 01/06
PRESENTER: D A MASON
END OF REPORT

I, Conductor Trainee Trumaine Moorer will to the best of my ability obey all Norfolk Southern Corporation rules and division instructions. I agree that I will to the best of my ability conduct myself in a safe manner at all times, point out unsafe conditions when possible and inform my fellow employees of unsafe acts or situations that may jeopardize their safety or my own. I further agree that I will abide by this Safety Commitment Letter as long as I am employed with Norfolk Southern Corporation.

Signature

Trumaine Moorer

Date

08-09-06

DEFENDANT'S TRIAL EXHIBIT 5

Charleston, SC
Piedmont Division

PERSONAL COMMITTMENT

I the undersigned, express my commitment to the Piedmont Division and Charleston employee team in that:

1. *I will work safely and make every effort to work injury-free each day of my railroad career and encourage my co-workers to do likewise.*

2. *I will be conversant with and obey all Rules and Special Instructions and take exceptions to any unsafe acts to make our division and terminal incident and injury free.*

3. *I understand that my position maybe required to work holidays, weekends, and during adverse weather conditions.*

By my signature, I express my commitment to Norfolk Southern's policies and procedures.

Signed

08-04-06
Date

ACT DIVISION CHECK-OFF

On your division, you were issued the following:
Place an "X" in each box that applies.

- ✓ Operating Rule Book
- ✓ Safety and General Conduct Rule Book
- ✓ Warm-up exercise handout
- N/A Code of Ethics
- ✓ NSI-~~4998~~ 2009
- ✓ Emergency Response Guide
- ✓ Timetable
- ✓ Lantern
- ✓ Lantern Battery
- ✓ Battery Charger
- ✓ Safety Glasses (clear)
- ✓ Safety Glasses (tinted)
- ✓ Hearing Protection
- ✓ Radio Holster, Belt or Vest
- ✓ Trainee Report Letter to Training Center
- ✓ Map to Training Center

Trumaine Moorer		08-09-06
Trainee Name	Division	Date

DEFENDANT'S TRIAL EXHIBIT 6

NORFOLK SOUTHERN

FORM 12189
ITEM 420-541384

PROGRESS REPORT FOR CONDUCTOR TRAINEE

Trainee Name Trumaine Moore Date 10/13/06

Assignment/Train P28 Location Columbia

Beginning Time 10/9/06 Ending Time 10/13/06

Conductor Coach/Supervisor R. DAVIS

Check Yes or No

1. Did trainee report on time?	Yes ✓	No
2. Did trainee have the required books accessible?	Yes ✓	No
3. Did trainee have proper footwear?	Yes ✓	No
4. Did trainee have proper work apparel	Yes ✓	No
5. Did trainee have personal protective equipment?	Yes ✓	No
6. Did trainee perform stretching exercises?	Yes ✓	No

Check level of proficiency

7. Understand how to obtain and read Bulletins and Notices. Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

8. Conducting Job Briefings Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

9. Radio Procedures Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

10. Mounting/Dismounting Equipment Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

11. Applying Hand Brakes Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

12. Judging Speed and Distances Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

13. Knowledge and Calling Signals Low Moderate High
Comments: N/A
Needs additional Training — Proficient

14. Compliance with GR-13 & GR-14 Low Moderate ✓ High
Comments:
Needs additional Training — Proficient

Norfolk Southern Training Center October 1, 2002

DEFENDANT'S TRIAL EXHIBIT 8
1388

From: Deshazor, William K.
Sent: Thursday, May 17, 2007 8:17 PM
To: Giles, Michael G; Bryson, A. Dan; Stinson, David
Subject: Trumaine Moorer Illness

Mr. Bryson
Mr. Giles

I met with Mr. Moorer minutes ago and he provided me with the statement I have attached. I have the physical copy here which he wrote. He states that he feels fine and is just looking forward to getting back to work. I told him that I would forward his medical documents to the Medical Department and get back with him when he is cleared for work.

Moorer Discharge: Moorer's discharge from the Orangeburg Regional Medical Center, no diagnosis. This merely schedules his doctor appointment for May 17th.

Dr. Checklist: Document from Moorer's personal physician whom he met with today, shows dehydration in the diagnosis at the bottom.

Work Release: Work release for May 21st provided by Moorer's physician he saw today. It mentions dehydration and urinary blockage.

I have e-mailed the above documents to the Medical Department for review.

W.K. DeShazor

DEFENDANT'S TRIAL EXHIBIT 9

NS-MOOR_000137

INITAIL WRITE-UP

The following on duty illness is reported:

Date	Time	Name	Occupation	Location
May 9, 2007	1700	TV Moorer	Conductor	Orangeburg, SC (SC 76.8)

In reference to on duty illness incurred to Conductor Trumaine V. Moorer which occurred at approximately 5:00 P.M. in Orangeburg, SC Milepost SC 76.8 on 5/9/2007. Mr. Moorer was serving as the Conductor on local train P28P909 at the time of the illness.

Conductor Moorer was working on local P28P909 in Orangeburg, SC. The weather throughout the day was 77-80 degrees Fahrenheit with sporadic showers. While working Doane Products at SC 76.8 milepost, he began cramping severely. Moorer contacted his Engineer regarding his condition. A Doane Products employee contacted the local EMS who responded to the scene. The EMS responders gave Mr. Moorer an IV of sodium chloride and transported him to the Regional Medical Center of Orangeburg and Calhoun Counties. While there, Moorer was examined by Dr. Outten and was hospitalized for a blockage to his kidneys.

Conductor Moorer explained to the Doctor and Company officials that he had not eaten all day on May 8th, the day prior to the incident. On the night of May 8th, he began experiencing cramps and feeling sick while at home. His wife suggested that he eat some bananas for potassium, which he did. Mr. Moorer reported for work on the P28 at 10:25 AM on May 9th still not having eaten anything besides the bananas. Mr. Moorer continued to work through the afternoon on May 9th, still not having eaten in the last 36 hours. At this time, the cramps from the previous night reoccurred. Mr. Moorer told Superintendent of Terminals Stinson and Assistant Trainmaster DeShazor that the cramps and this illness occurred at home on the night of May 8th. He stated that he was embarrassed about what had happened and stated that this was not work related. The doctor decided to keep Mr. Moorer overnight for observation.

Assistant Trainmaster DeShazor went to see Mr. Moorer on the afternoon of May 10th to check on his condition. Mr. Moorer informed Mr. DeShazor that he would be kept another night as lab testing had found a problem with his kidneys. Mr. Moorer assured Mr. Stinson, Mr. DeShazor, and Dr. Outten that this was not work related. Mr. Moorer was released from the Regional Medical Center and scheduled for an appointment with his personal physician on May 17th.

AD Bryson

DEFENDANT'S TRIAL EXHIBIT 11

2007 Rules Class Register

Date: 01-06-07 Location: Charleston, SC

Name: Trumaine Moorer Occupation: Conductor

Radio #: PR 3248 Switch Key #'s: 101/_____

Employee ID #: 0178088 102/_____

Instructor: D. Mason /_____

Examination Scores:
Rules_____ *NS-1 _____ *Haz Mat _____ Foreign _____ NORAC / NS_____
If Applicable

I acknowledge that I have the following items, which are essential to my job performance:

	Yes	No	N/A
Norfolk Southern Operating Rule Book Effective November 15, 2005	✓		
Norfolk Southern Safety and General Conduct Rules Effective December 30, 2002	✓		
Norfolk Southern Rules for Equipment Operation and Handling (NS-1) Effective April 1, 2004	✓		
2004 Emergency Response Guidebook	✓		
NORAC Operating Rules – Eighth Edition (Northern Region)		✓	
Timetable: Northern Region System Timetable #3 Effective: August 5, 2001		✓	
Eastern and Western Region System Timetable: # 1 Effective: June 10, 2002			
Timetable:			
United States Hazardous Materials Instructions for Rail HM-1, Effective May 31, 2006	✓		

*Federal Regulations require completion of these fields for each class participant.

DEFENDANT'S TRIAL EXHIBIT 14

2007 Rules Class Attendance Roster

Training Codes	
807	GR14
9444	GR38
9445	
9446	
9447	GR39
9448	G
9449	
9450	
9451	
805	886
828	778

Attendance Roster – Fax to Crew Management MW 658-2155 Attention Desk # 6

Please Print

Location: CHARLESTON Instructor: D.A. MASON

Title: TERMINAL TRAINMASTER

Date: 01.06.07 Time Started: 900AM Time Ended: 1600

Div.	Name	EIN	Craft	RCO Qualified	Reporting Location
PI	K.S. CRAWE	0032313	CO	NO	CHARLESTON, S.C
PI	L Dunlap	0750204	SW	NO	Charleston S C
PE	C.H. Paige	0789446	EN	NO	Charleston, S.C.
PI	O.E. Small	0106135	EN TR	NO	Charleston, SC
PI	B.R. Hallman	0802816	TRE	NO	"
PI	F.B. Britt	0802613	EN	NO	Charleston
PI	J.C. Osburn	0053376	CO	NO	"
PI	RT Dukes	791679	EN	NO	"
PI	B A Atchison	0109971	CO	NO	"
PI	CM Gaertner	0795970	CO	NO	COLUMBIA
PE	M.O. Morrow	0183234	ODT	NO	Charleston
PI	D.H. Anderson	0183240	OST	NO	Columbia, SC
PI	DERRICK MASON	0691369	TTM	NO	CHARLESTON
PI	T.V. Moorer	0178088	CT	NO	Charleston, S.C.

ATTN DESK 6

PLEASE SHOW THESE PEOPLE RESTED AT 1201 AM

THANKS

D.A. MASON

RECEIVED

JAN 11 2007

SUPERINTENDENT
PIEDMONT DIVISION
GREENVILLE, SC

Note: Immediately after class, fax attendance roster to Crew Management at MW 658-2155 and confirm with Crew Management Supervisor that fax has been received by calling MW 658-2501.

DEFENDANT'S TRIAL EXHIBIT 15

NS-MOOR_000126

Conductor Trainee Evaluation

DATE: January 10, 2007 LOCATION: Charleston, SC

An instruction and review session was held at Charleston, SC on January 10, 2007 from 3:00 PM to 6:30 PM, by General Yardmaster P. R. Stone and Division Superintendent A. D. Bryson. The following Conductor Trainees were in attendance:

Employee Name:	J. A. Norwood	**Employee ID #:**	0178424
Employee Name:	T. V. Moorer	**Employee ID #:**	0178088

The session began at 3:00 PM at the Trainmasters Conference Room where each ACT was given a broad overview of our safety process. Several of the reportable injuries occurring in 2006 along with others incidents on the division and rail road system were reviewed. The importance of identifying potential hazards, staying focused while on duty and the importance of safety was emphasized in this contact.

The following rules and procedures were reviewed during the classroom session:

North American Response Guide, NS-1 (Rules for equipment Operation and Handling), High & Wide procedures, Dispatcher Bulletins, Consists, Home Signals, Operating Bulletins, Superintendent Notices, Terminal Bulletins and ISO Bulletins, Sidings, all Speeds, Work Orders and the use of proper codes, Timetable procedures, Job Briefings, Double Check Procedures, 90 Degree Principle, and the following Operating and Safety and General Conduct Rules:

General Notice, Definitions of - Absolute Block, ABS, Block, Block Signal, Control Point, Dual controlled Switch and derail, Dwarf Signal, Electric Switch Lock, Home Signal, Plant, Interlocking, Sidings (Controlled and Signaled), Speeds, including Medium, Reduced, Restricted and Slow, Power operated switches, Spring Switches, Track warrants, and Traffic Control.

Operating Rules:

B, G, M, N,

GR-9, GR-10, GR13a-p, GR-14, GR-15, GR-16, GR-20, GR-26, Gr-29 and GR-37,

4, 11, 12, 19 and 19a-f, 26, and 26a-l, 27, 34, 90, 93, 102, 102a, 102b, 103, 103a, 103b, 103c,

103d, 103e, 103f, 103g, 103i, 104, 104a, 104b, 104c, 104d, 104e, 104g, 105, 105b, 106, 108,

109, 110, 171, 173, 174, 180, 239, 244, 245, 402, 403, 404,422, 423, 425, 431, 432, 442, 443, 461, 462, 508 including 508.1, 508.2, and 508.3.

DEFENDANT'S TRIAL EXHIBIT 16

NS-MOOR_000053

Safety and General Conduct Rules:

GR-29, GR-32. GCR-1, 1001, 1017, 1040, 1041, 1042, 1050, 1051, 1070, 1071, 1080, 1081, 1083, 1085, 1100, a-e, 1101, 1102, 1103, 1105, 1110 including a-e, 1111 including a-c.

The CT's were told that they were governed by all of the rules, but those covered above were only reviewed to make sure that they had an overall good knowledge of their application and that the rules and those parts covered were seen as an important element in leading to their continual development of safe work procedures.

Discussed the GR13, GR14 rules and the consequences of not complying and pointed out how certain injuries have occurred as a result of failing to comply with these rules. Close Clearances were covered and each CT was told that, if you have to measure it is to close. Each CT was instructed in accordance with Rule GR-3 that they must have their lantern operating an on while performing any duty that would require them to see where they were walking and/or performing duties other that sitting in locomotives.

A question and answer session was held after review and the trainees were found to have a good working knowledge of the safety and operating skills.

The trainees demonstrated the skills necessary to be contributing employees. They appeared to have learned a great deal during their training.

A. D. Bryson
Division Superintendent
Greenville, SC

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY

THE NEW ORLEANS TERMINAL COMPANY

ST. JOHNS RIVER TERMINAL COMPANY

TENNESSEE RAILROAD COMPANY

and their

CONDUCTORS, TRAINMEN AND SWITCHMEN

represented by

UNITED TRANSPORTATION UNION

It is agreed that effective December 6, 1991 all crew consist agreements between the signatory parties will be amended to the extent provided herein.

ARTICLE I - ROAD AND YARD CREWS

(A) Effective December 6, 1991, the consist of all road freight and yard crews, except as otherwise provided in this

DEFENDANT'S TRIAL EXHIBIT 19

Agreement, will not be less than a conductor/foreman and one brakeman/helper.

(B) Nothing in this Agreement shall prohibit the Carriers from electing to use a ground service employee in addition to the conductor/foreman and one brakeman/helper on a crew in road or yard service.

(1) Any position established pursuant to this Section may be discontinued.

(2) If the Carrier elects to operate a crew in assigned road or yard service with a crew consist in excess of that required by this Agreement and the excess position is filled for six (6) consecutive days in road service or three (3) consecutive days in yard service, thereafter the senior employee making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

(C) There shall be no car count or train length limitation in the operation of any Carrier train.

ARTICLE II - OPERATION WITH LESS THAN A TWO-MEMBER CREW

(A) The Carrier may continue to operate conductor-only service pursuant to agreements signed before the effective date of this Agreement. Nothing in this Agreement is intended to restrict the existing rights of the Parties.

(B) In addition to Section A above, effective January 1, 1992 the Carrier may operate 50% of through-freight assignments conductor-only on a seniority district basis. This percentage may increase by 10% each year. Additional through-freight conductor-only assignments operated pursuant to agreements signed prior to this Agreement will count toward the percentage figure. Conductor-only service will be operated in accordance with schedule agreements.

(C) Employees hired after the date of this Agreement can only exercise seniority to conductor/foreman positions, trainmen/helpers' positions advertised by the Carrier as must-fills and extra board positions to which their seniority would entitle them.

(D) The Carrier may create single assignment positions to expedite and/or assist efficient operations. These positions will be paid applicable rates in accordance with schedule rules. New utility position will be paid yard foreman's rate in the yard and conductor's road switcher rate on the road. His duties may include operation of a Carrier provided motor vehicle.

(E) Effective January 1, 1992, the crew consist for all Carrier crews other than through-freight shall be one conductor/foreman and one blankable trainman/helper position, with the exception of those assignments which are presently operated by agreement with a conductor or single employee only.

(1) Employees with a seniority date prior to December 6, 1991, will have full seniority rights to these blankable positions, including the normal exercise of seniority to permanent and temporary vacancies.

(2) In the event that no bids on blankable positions are received from employees with a seniority date prior to December 6, 1991, the positions may be blanked and worked with a conductor/foreman only.

(3) In the event that a position cannot be filled under existing Schedule rules, as amended, and the Reserve Board is vacant, an employee may be forced, in reverse seniority order, to a must-fill position (including an extra board position) from a designated blankable position; however, he will receive no less compensation than he would have received on his former assignment. Such difference in earnings will cease in the event his former blankable position is abolished or subsequently designated by Carrier as a must-fill position.

(a) The former assignment of an employee forced under this provision will be blanked unless subsequently designated by the Carrier as a must-fill position.

(b) A position on the extra board is considered to be a must-fill position in applying these election rules governing permanent vacancies.

ARTICLE III - MISCELLANEOUS

The following items are agreed to effective January 1, 1992 in return for the Carrier's willingness to depart from

the principles in the CNW solution. Absent these items and other concessions contained herein, the Carrier would not have agreed to depart from the CNW model.

(A) Conductors and trainmen (foremen/helpers) may be required to affix and remove end-of-train or similar devices without restriction or penalty.

(B) The parties hereby agree that Article III (Self-Propelled Equipment) and Article V (Combination Road-Yard) of the June 25, 1964 National Agreement are incorporated into current schedule agreements.

ARTICLE IV - EXTRA BOARDS

(A) At locations where extra boards exist under present schedule rules the Carrier will establish for each craft a guaranteed extra board for employees with seniority prior to the date of this Agreement.

(1) The Carrier will regulate the number of employees assigned to extra boards.

(2) Any practices and/or agreements previously in effect providing for extra board guarantees are hereby eliminated.

(3) In addition to Carrier's rights under Section (A) (1) of this Article, the local chairman representing conductors may adjust the number of employees on the conductors' guaranteed extra-board to increase the earnings of conductors as long as the earnings exceed the guarantee.

(B) The guarantee for employees with seniority prior to the date of this Agreement assigned to the guaranteed road or combination road/yard extra boards will be a gross monetary amount of $1,653.00; and for employees with seniority prior to the date of this Agreement assigned to yard extra boards will be a gross monetary amount of $1,351.95 for each semi-monthly payroll period (both amounts subject to future general wage and cost-of-living increases). The current rate to be used for reduction for unavailability and for pro-rating less than a full period will be one-fifteenth of the applicable semi-monthly guarantee.

(1) All earnings, with the exception of special allowance payments, during the pay period will apply against the guarantee. The guarantees of employees who are on the extra board for part of a month will be pro-rated. Penalty payments will be offset against guarantee in the period of occurrence.

(2) If an employee is suspended as a result of disciplinary action, lays off at his own request, misses a call, or is not available for the full twenty-four (24) hours, the greater of the pro-rated amount shown in (B) above or earnings lost as a result of the absence will be deducted from the guarantee.

(3) The guarantee of a train service employee who voluntarily exercises seniority to the extra board will commence at 12:01 a.m. on the date following the date he marks up as available for service. A train service employee displaced from the extra board will be credited with a full calendar day of availability with respect to the guarantee for the date displaced.

(4) A train service employee exercising seniority off an extra board will not be credited with a full calendar day of availability with respect to the guarantee for that date. A train service employee forced to an extra board will be credited with a full calendar day of availability with respect to that date.

(5) Employees may be required to file for any payments due on forms supplied by the Carrier and paid currently.

ARTICLE V - RESERVE BOARDS

(A) Carrier will establish reserve board positions at locations where extra boards exist. These Boards will consist of employees hired prior to the date of this Agreement who are not holding a regular assignment or the guaranteed extra board.

(1) Each employee on a reserve board will be guaranteed a gross amount of $1,209.58 for each full semi-monthly pay period, subject to future wage and cost-of-living increases. The guarantee for employees added to or removed from the reserve board on dates other than the first day of the month will be reduced by 1/15th for each full calendar day they are not on the reserve board.

(2) Positions established initially on the reserve board, and subsequent vacancies, will be advertised in accordance with applicable schedule rules.

(3) No deductions from the pay of a reserve board employee will be made except for deductions of income, employment or payroll taxes (including Railroad Retirement taxes) required by law; amounts required or permitted by an applicable dues deduction agreement; and other amounts as authorized by this or any other agreement required by law. Reserve board employees may engage in outside non-railroad employment which is not in conflict of Carrier interest without any offset of earnings.

(B) Carrier will create additional extra and/or reserve board positions before furloughing an employee who would have stood for service under application of the July 30, 1984 Crew Consist Agreement.

(C) Reserve board employees may be called and used to supplement the guaranteed extra boards when they are exhausted if they can be contacted. Employees making written request for emergency work will be marked up in seniority order and called first-in, first-out.

(1) Such employees are not required to remain available for call, cannot be required to respond to such calls and will not be censured or disciplined for failing to do so.

(2) No offset will be made against any guarantee when he declines such a call.

(3) In the event that a reserve board employee accepts the call, he will receive all of the earnings of the trip for which called in addition to the reserve board pay for that day or days.

(D) An employee who is assigned to the reserve board must remain in that status for at least two semi-monthly payroll periods unless he is: displaced by a senior employee; recalled for active service; discharged from employment by the Carrier for good cause; he resigns from employment of the Carrier; or he retires on an annuity (including a disability annuity) under the Railroad Retirement Act. At the end of two semi-monthly payroll periods an employee in reserve board status may elect to have his reserve board assignment advertised, and at the end of the advertisement period he may displace any junior employee.

(E) Employees in reserve board status may not be displaced therefrom except as provided below:

(1) A senior employee in active service may displace the junior employee on the reserve board by giving notice on or before the end of a payroll period. The displacement will be allowed as of 12:01 a.m. on the first day of the second payroll period following the payroll period in which notice is given.

EXAMPLE: An employee gives notice during or at the end of payroll period 1. The employee giving notice will continue to work during payroll period 2, and will be placed on the reserve board at 12:01 a.m. on the first day of payroll period 3.

(2) A displaced employee desiring to be placed on the reserve board may do so as outlined in (1) above; however, this will not prevent or relieve the employee from exercising his seniority between the time displaced and the time the employee is entitled to be placed on the reserve board.

(3) Employees recalled, displaced or exercising seniority from the reserve board will be entitled to an unrestricted exercise of seniority to any assignment to which their seniority entitles them.

(F) Carrier will continue to make payment of premiums under applicable health and welfare plans for employees in reserve status.

(G) Reserve employees must maintain their train service proficiencies while in such status.

(1) "Maintaining proficiencies" includes successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examination) administered for purposes of determining whether such proficiencies have been maintained.

(2) Reserve employees must hold themselves available for return to service upon seven (7) days' notice. Reserve board pay will continue for seven (7) days' from date of notification in addition to other earnings.

(a) Employees will be recalled for service from their respective boards in reverse order of seniority unless recalled for service as an engineer.

(b) Failure to comply with this seven (7) days' notice will result in forfeiture of all seniority subject to scheduled rules.

ARTICLE VI - SPECIAL ALLOWANCE

Employees who have a seniority date in train service prior to December 6, 1991 will receive a special allowance of $15.00 when working on a conductor-only crew. This allowance is not subject to any future wage or cost-of-living increase.

Employees who have a seniority date in train service prior to December 6, 1991 will receive a special allowance of $8.11 ($11.40 for trains over 120 cars) when they perform service on an assignment with a crew consisting of a conductor and one brakeman. These allowances will be subject to regular wage increases until they reach or exceed the sum of $15.00. At that time the special allowance will be frozen at $15.00, and will not be subject to future wage or cost-of-living increases.

The special allowance provisions described above cancel and supercede the special allowance established by the July 30, 1984 Crew Consist Agreement and any other special allowance granted pursuant to a crew consist agreement.

ARTICLE VII - GENERAL

(A) For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine and female genders.

(B) This Agreement supercedes all other agreements, rules and/or understandings which are in conflict herewith. Any conflict between the changes set forth in this Agreement and the provisions of existing agreements shall be resolved in accordance with the provisions of this Agreement.

(C) The parties to this Agreement will not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing car limits, pure attrition, protected employees, special allowance payments to reduced crew members, employee productivity fund, guaranteed extra boards, reserve boards and the administration thereof. This will not bar the parties from making changes in the above provisions by mutual agreement.

Signed in Norfolk, Virginia, this 4th day of December, 1991.

J. R. Barbee, General Chairman
United Transportation Union (C)

J. H. Clark, General Chairman
United Transportation Union (T)

M. D. Cox, General Chairman
United Transportation Union (C-T)

R. S. Spenski
Senior Assistant Vice President
Labor Relations
Norfolk Southern Railway Company
The Cincinnati, New Orleans and Texas Pacific Railway Company
The Alabama Great Southern Railroad Company
Georgia Southern and Florida Railway Company
The New Orleans Terminal Company
St. Johns River Terminal Company
Tennessee Railroad Company

CC-10-91 (NSR)
05881

P28_09_4833

Authority type: TRACK_WARRANT
Train ID: P28 09

SCAC: NS
Symbol: P28
Date: 5/9/2007
Section:

No. 4833 To: T/E NS 3302 EAST At: Andrews YARD

1) Track Authority No. is void.

2) X Proceed from Andrews East SC
to SC108 on MAIN
track, then
to on
track, then
to on
track.

3) Work between and
on track, and
track,
and track, and
track,
and track.

4) Proceed from
to on
track, then
to on
track, then
to on
track.

5) Effective until
Extended

6) Do not depart until after arrival of and
and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and
and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on
track.

12) GR 37 RWIC between
and
on
GR 37 RWIC between

DEFENDANT'S TRIAL EXHIBIT 27

1404

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/9/07 12:19 PM
Dispatcher: FPS

Relaying Employee: At:

OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:

Limits Reported Clear at: 12:44:14 PM EDT By: 4856

Logical Position: PD_Greenville User ID: tnfpsd Backflow timestamp: 5/9/2007 4:45:25.144000 PM (GMT)

P28_09_4856

Authority type: TRACK_WARRANT
Train ID: P28 09

SCAC: NS
Symbol: P28
Date: 5/9/2007
Section:

No. 4856 To: T/E NS 3302 EAST At: MP SC110

1) X Track Authority No. 4833 is void.

2) X Proceed from SC113

to SC82 on MAIN
track, then
to on
track, then
to on
track.

3) X Work between SC82 and SC71

on MAIN track, and
track,
and track, and
track,
and track.

4) Proceed from

to on
track, then
to on
track, then
to on
track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on
track.

12) GR 37 RWIC between
and
on

GR 37 RWIC between

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/9/07 12:44 PM
Dispatcher: FPS

Relaying Employee: At:

OS Loc:	SC82	Date: 5/9/2007	Time: 16:27	By: SJG	
OS Loc:		Date:	Time:	By:	
OS Loc:		Date:	Time:	By:	
OS Loc:		Date:	Time:	By:	
OS Loc:		Date:	Time:	By:	

Limits Reported Clear at: 8:11:12 PM EDT By: 5200

Logical Position: PD_Asheville User ID: txsjgd Backflow timestamp: 5/10/2007 12:11:33.905000 AM (GMT)

P28_31_8701

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007
Section:

No. 8701 To: T/E NS 1645 EAST At: Andrews yard

1) Track Authority No. is void.

2) X Proceed from Andrews East SC
to SC86 on MAIN
track, then
to on
track, then
to on
track.

3) Work between and
on track, and
track,
and track, and
track,
and track.

4) Proceed from
to on
track, then
to on
track, then
to on
track.

5) Effective until
Extended

6) Do not depart until after arrival of and
and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and
and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between
and
on

GR 37 RWIC between

DEFENDANT'S TRIAL EXHIBIT 28

1408

NS-MOOR_001647

P28_31_8701

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/31/07 8:17 AM
Dispatcher: DSH

Relaying Employee: At:

OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	

Limits Reported Clear at: 9:07:44 AM EDT By: 8785

P28_31_8785

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007

Section:

No. 8785 To: T/E NS 1645 EAST At: Sc91

1) X Track Authority No. 8701 is void.

2) X Proceed from SC94

to SC71 on MAIN track, then

to on track, then

to on track.

3) Work between and

on track, and track,

and track, and track,

and track.

4) Proceed from

to on track, then

to on track, then

to on track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and on

GR 37 RWIC between

Page 1

NS-MOOR_001649

P28_31_8785

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/31/07 9:07 AM
Dispatcher: DSH

Relaying Employee: At:

OS Loc:		Date:	Time:	By:
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OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:

Limits Reported Clear at: 9:37:19 AM EDT By: 8843

P28_31_8843

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007

Section:

No. 8843 To: T/E NS 1645 At: Sc72

1) X Track Authority No. 8785 is void.

2) Proceed from

to on
track, then
to on
track, then
to on
track.

3) X Work between SC71 and SC80

on MAIN track, and
track,
and track, and
track,
and track.

4) Proceed from

to on
track, then
to on
track, then
to on
track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on
track.

12) GR 37 RWIC between
and
on

GR 37 RWIC between

P28_31_8843

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: CONNELLY Blocked, Recorded, and Correctly Repeated at 5/31/07 9:37 AM
Dispatcher: DSH

Relaying Employee: At:

OS Loc:	Date:	Time:	By:	
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OS Loc:	Date:	Time:	By:	

Limits Reported Clear at: 10:22:32 AM EDT By: 8907

P28_31_8907

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007

Section:

No. 8907 To: T/E NS 1645 At: SC77

1) X Track Authority No. 8843 is void.

2) Proceed from

to on
track, then
to on
track, then
to on
track.

3) X Work between SC76 and SC80

on MAIN track, and
track,
and track, and
track,
and track.

4) Proceed from

to on
track, then
to on
track, then
to on
track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on
track.

12) GR 37 RWIC between
and
on

GR 37 RWIC between

P28_31_8907

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: CONNELLY Blocked, Recorded, and Correctly Repeated at 5/31/07 10:22 AM
Dispatcher: DSH

Relaying Employee: At:

OS Loc:	Date:	Time:	By:	
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OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	

Limits Reported Clear at: 11:40:01 AM EDT By: MOORER

P28_31_9096

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007

Section:

No. 9096 To: T/E NS 1645 At: SC77

1) Track Authority No. is void.

2) Proceed from

to on
track, then
to on
track, then
to on
track.

3) X Work between SC76 and SC80

on MAIN track, and
track,
and track, and
track,
and track.

4) Proceed from

to on
track, then
to on
track, then
to on
track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and .

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on
track.

12) GR 37 RWIC between
and
on
GR 37 RWIC between
and

P28_31_9096

on .

GR 37 RWIC between

and

on .

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/31/07 12:10 PM
Dispatcher: DSH

Relaying Employee: At:

OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:
OS Loc:		Date:	Time:	By:

Limits Reported Clear at: 2:25:53 PM EDT By: 9327

P28_31_9331

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007

Section:

No. 9331 To: T/E NS 1645 WEST At: SC77

1) X Track Authority No. 9327 is void.

2) X Proceed from SC76

to SC104 on MAIN track, then

to on track, then

to on track.

3) Work between and

on track, and track,

and track, and track,

and track.

4) Proceed from

to on track, then

to on track, then

to on track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and

on

GR 37 RWIC between

P28_31_9331

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: CONNELLY Blocked, Recorded, and Correctly Repeated at 5/31/07 2:28 PM
Dispatcher: DSH

Relaying Employee: At:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

Limits Reported Clear at: 3:12:37 PM EDT By: 9411

P28_31_9411

Authority type: TRACK_WARRANT
Train ID: P28 31

SCAC: NS
Symbol: P28
Date: 05/31/2007

Section:

No. 9411 To: T/E NS 1645 WEST At: Sc104

1) X Track Authority No. 9331 is void.

2) X Proceed from SC101

to Andrews East SC on MAIN track, then

to on track, then

to on track.

3) Work between and

on track, and track,

and track, and track,

and track.

4) Proceed from

to on track, then

to on track, then

to on track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and

on

GR 37 RWIC between

Page 1

NS-MOOR_001659

P28_31_9411

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: CONNELLY Blocked, Recorded, and Correctly Repeated at 5/31/07 3:12 PM
Dispatcher: SJG

Relaying Employee: At:

OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	

Limits Reported Clear at: 4:13:48 PM EDT By: CHAVIS

P28_30_7393 (2)

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007

Section:

No. 7393 To:T/E NS 3183 EAST At: Andrews yard

1) Track Authority No. is void.

2) X Proceed from Andrews East SC to SC108 on MAIN track, then to on track, then to on track.

3) Work between and on track, and track, and track, and track.

4) Proceed from to on track, then to on track, then to on track.

5) Effective until

Extended

6) Do not depart until after arrival of and and at .

7) Hold Main track at last named point.

8) Do not foul limits ahead of and and

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and on GR 37 RWIC between

and on .

GR 37 RWIC between

and on .

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/30/07 8:03 AM

Dispatcher: DSH

Relaying Employee: At:

OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:

Limits Reported Clear at: 8:23:10 AM EDT By: 7420

P28_30_7420

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007

Section:

No. 7420 To: T/E NS 3183 EAST At: Sc113

1) X Track Authority No. 7393 is void.

2) X Proceed from SC116

to SC91 on MAIN track, then

to on track, then

to on track.

3) Work between and

on track, and track,

and track, and track,

and track.

4) Proceed from

to on track, then

to on track, then

to on track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and

on

GR 37 RWIC between

Page 1

NS-MOOR_001663

P28_30_7420

and

on .

GR 37 RWIC between

and

on .

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/30/07 8:23 AM
Dispatcher: DSH

Relaying Employee: At:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

OS Loc: Date: Time: By:

Limits Reported Clear at: 8:54:43 AM EDT By: 7453

P28_30_7453

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007
Section:

No. 7453 To: T/E NS 3183 EAST At: Sc93

1) X Track Authority No. 7420 is void.

2) X Proceed from SC96

to SC71 on MAIN track, then

to on track, then

to on track.

3) Work between and

on track, and track,

and track, and track,

and track.

4) Proceed from

to on track, then

to on track, then

to on track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and

on

GR 37 RWIC between

Page 1

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/30/07 8:54 AM

Dispatcher: DSH

Relaying Employee: At:

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OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:

Limits Reported Clear at: 9:34:05 AM EDT By: 7508

P28_30_7508

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007

Section:

No. 7508 To: T/E NS 3183 At: Sc73

1) X Track Authority No. 7453 is void.

2) Proceed from

to on
track, then
to on
track, then
to on
track.

3) X Work between SC71 and SC78

on MAIN track, and
track,
and track, and
track,
and track.

4) Proceed from

to on
track, then
to on
track, then
to on
track.

5) Effective until

Extended

6) Do not depart until after arrival of and

and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and

and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between
and
on

GR 37 RWIC between
and

P28_30_7508

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/30/07 9:34 AM

Dispatcher: DSH

Relaying Employee: At:

OS Loc:		Date:	Time:	By:
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OS Loc:		Date:	Time:	By:

Limits Reported Clear at: 10:45:02 AM EDT By: CONNELLY

P28_30_7613 (2)

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007

Section:

No. 7613 To: T/E NS 3183 At: Sc77

1) Track Authority No. is void.

2) Proceed from

to on
track, then
to on
track, then
to on
track.

3) X Work between SC76 and SC80
on MAIN track, and
track,
and track, and
track,
and track.

4) Proceed from

to on
track, then
to on
track, then
to on
track.

5) Effective until

Extended

6) Do not depart until after arrival of and
and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and
and

9) Clear Main track at last named point.

10) Between and make
all movements at
restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between
and
on .

GR 37 RWIC between
and

P28_30_7613 (2)

on

GR 37 RWIC between
and

on

13) Other specific instructions or restrictions

Copied by: CONNELLY Blocked, Recorded, and Correctly Repeated at 5/30/07 11:03 AM
Dispatcher: DSH

Relaying Employee: At:

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OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:
OS Loc:	Date:	Time:	By:

Limits Reported Clear at: 1:27:45 PM EDT By: 7827

P28_30_7827

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007

Section:

No. 7827 To: T/E NS 3183 WEST At: Sc80

1) X Track Authority No. 7613 is void.

2) X Proceed from SC79
to McKenzie SC on MAIN track, then
to on track, then
to on track.

3) Work between and
on track, and track,
and track, and track,
and track.

4) Proceed from
to on track, then
to on track, then
to on track.

5) Effective until
Extended

6) Do not depart until after arrival of and
and at

7) Hold Main track at last named point.

8) Do not foul limits ahead of and
and

9) X Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and
on
GR 37 RWIC between

P28_30_7827

and

on

GR 37 RWIC between

and

on

13) Other specific instructions or restrictions

Copied by: CONNELLY Blocked, Recorded, and Correctly Repeated at 5/30/07 1:27 PM
Dispatcher: DSH

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OS Loc:	Date:	Time:	By:	

Limits Reported Clear at: 3:47:04 PM EDT By: MOORER

P28_30_8042

Authority type: TRACK_WARRANT
Train ID: P28 30

SCAC: NS
Symbol: P28
Date: 05/30/2007

Section:

No. 8042 To: T/E NS 3183 WEST At: McKenzie

1) Track Authority No. is void.

2) X Proceed from McKenzie SC
to Andrews East SC on MAIN track, then
to on track, then
to on track.

3) Work between and
on track, and track,
and track, and track,
and track.

4) Proceed from
to on track, then
to on track, then
to on track.

5) Effective until
Extended

6) X Do not depart until after arrival of NS 8952 EAST and
and at McKenzie SC

7) Hold Main track at last named point.

8) Do not foul limits ahead of and
and .

9) Clear Main track at last named point.

10) Between and make all movements at restricted speed. Limits occupied.

11) Stop short of on track.

12) GR 37 RWIC between and
on
GR 37 RWIC between

P28_30_8042

and

on .

GR 37 RWIC between

and

on .

13) Other specific instructions or restrictions

Copied by: MOORER Blocked, Recorded, and Correctly Repeated at 5/30/07 3:35 PM
Dispatcher: SJG

Relaying Employee: At:

OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	
OS Loc:	Date:	Time:	By:	

Limits Reported Clear at: 4:06:54 PM EDT By: MOORER

Trumaine V. Moorer v. Norfolk Southern Railway Company

P28 TRAIN ANALYSIS and SUMMARY

JANUARY 1, 2007- May 31, 2007

Five Month Averages-Totals

Totals Five Month	Average # of cars leaving yard per day	Average # of cars return yard per day	Average # of industries per day	J21 Chem. Lime	J55 Trinity	J56 Okonite	J02 Pasta	J57 Doane	J58 Valspar	J59 Gulbrandsen	ORNGCSX- **3.2/2.4** Nominal Inds.
				In/out	In/out	In/out	In/out	In/out	In/out	In/out	**SB5=0/.4**
	14.23	**11.90**	**4.3**	**3/2**	**.5/.4**	**.4/.4**	**.4/0**	**5/4**	**.1/.1**	**.9/.8**	**SB4=0/0**
											J60=.1/0
											J61=0/0
											Br=.1/0
											A21=0/0
											Z04=0/0
											J24=0/0
											F66=0/0
											J64=0/0

INDUSTRIES

J21- Chemical Lime(southern lime)
J55- Trinity Industries
J56- Okonite Corporation
J02- American Italian Pasta
J57- Doane Pet Products
J58- Valspar
J59- Gulbrandsen MFG. Co.
K10- SCE&G
SB5- International Paper
SB4- SCE&G
J60- Global Polymers
J61- Southern Warehouse
Br- Branchville
A21- Nucor
Z04-Track Supervisor Storage Track
J24- NS Corporation
F66- Ford
J64- Dempsey Wood Products
J50- Mixon Seed Company
J67- Dorchester Dirt
ORNGCSX- Orangeburg CSX Exchange
K20- International Paper
J47- Sara Lee Bakery
J05- American Spiral Weld
J24- St. Matthews Grain
IP- International Paper

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DEFENDANT'S TRIAL EXHIBIT 29

January 23 days	leaving yard	returning yard	# of industries	J21 In/out	J55 In/out	J56 In/out	J02 In/out	J57 In/out	J58 In/out	J59 In/out	ORNGCSX SB5, J60, J61, Br
Monthly Averages	19.26	12.95	4.73	4/3	.7/.5	.4/.3	2/.1	6/4	.2/.2	.9/.8	4/2 SB5=0/1 Br=.3/0 J60=.3/.04 61=.1/0
2	22	11	4	0/0	4/0	0/0	0/0	11/9	0/0	1/2	6/0
3	24	11	5	9/4	1/0	0/2	0/0	5/3	0/0	0/0	9/0
4	14	24	5	4/5	0/0	0/0	0/0	9/7	0/1	1/3	0/13
5	30	5	4	5/5	0/0	0/0	0/0	7/0	0/0	2/0	13/0
6	73	9	7	3/0	1/0	1/0	53/0	7/9	0/0	3/0	5/0
8	36	31	6	8/0	2/0	1/0	0/0	5/2	0/0	3/4	15/2 SB5=0/23
9	20	22	6	4/4	0/0	2/2	0/0	5/5	1/1	4/2	4/8
10	17	8	3	5/4	0/0	0/0	0/0	6/4	0/0	0/0	5/0
11	22	12	4	5/5	0/0	0/0	0/0	8/7	0/0	0/0	4/1 J60- 3/0
12	20	5	5	4/3	0/0	0/0	0/0	6/1	0/0	0/0	5/0 J60-3/1 J61-2/0
15	16	4	4	3/0	2/0	0/0	0/0	8/4	0/0	0/0	2/0
16	10	13	4	1/4	0/0	0/0	0/0	7/5	1/1	0/0	1/3
17	9	18	6	2/3	0/3	2/3	0/0	2/4	0/0	2/2	1/3
18	11	13	4	4/4	2/2	0/0	0/0	2/5	0/0	0/0	3/2
19	13	6	3	5/3	0/0	1/0	0/0	6/3	0/0	0/0	0/0
22	14	9	3	5/5	0/0	0/0	0/0	6/3	0/0	0/0	3/1
23	21	17	7	5/5	1/0	0/0	0/0	4/5	1/0	0/0	2/7 Br=7/0 J61=1/0
24	10	8	4	1/4	0/2	0/0	0/0	6/2	0/0	0/0	3/0
25	17	12	5	5/3	3/1	0/0	0/0	4/6	0/0	3/2	2/0
26	10	17	7	5/5	0/2	2/0	0/2	3/3	0/2	0/0	0/3
29	17	12	4	5/4	0/0	0/0	0/0	6/4	1/0	0/0	5/4
30	6	21	4	5/4	0/3	0/0	0/0	0/6	0/0	0/0	1/8
31	11	10	5	1/5	1/0	0/0	0/0	6/3	0/0	2/3	1/0

NS-MOOR_003005

February - 20 days	leaving yard	returning to yard	# of industries	J21 In/out	J55 In/out	J56 In/out	J02 In/out	J57 In/out	J58 In/out	J59 In/out	ORNGCSX SB5, A21, J24, Z04
Monthly averages	15.7	13.95	4.65	4/2	.5/.3	.5/.4	0/0	6/5	.2/.2	1/.9	3/3 SB5=0/1 A21=0/.2 J24=.05/0 Z04=.2/0
1	13	21	3	0/0	0/0	0/0	0/0	4/3	0/0	4/4	5/14
2	10	5	2	4/3	0/0	0/0	0/0	6/2	0/0	0/0	0/0
5	20	10	5	6/4	0/1	0/1	0/0	5/4	0/0	0/0	9/0
6	13	22	5	5/5	0/0	1/0	0/0	6/5	1/1	0/0	0/11
7	14	17	5	3/5	0/0	3/1	0/0	5/8	0/0	0/3	3/0
8	9	14	4	1/2	0/0	0/1	0/0	7/8	0/0	0/0	1/3
9	19	9	4	5/3	0/0	0/0	0/0	9/5	0/0	2/1	3/0
12	16	5	4	5/5	0/0	0/0	0/0	5/0	0/0	1/0	5/0
13	19	23	7	5/0	1/0	0/2	0/0	10/13	0/0	2/2	1/0 SB5=0/6
14	12	19	3	5/5	0/0	0/0	0/0	4/0	0/0	0/0	3/14
15	17	17	5	4/4	0/0	0/0	0/0	9/9	0/0	1/1	1/0 A21=0/3
16	11	4	6	2/2	0/1	0/0	0/0	6/1	0/0	1/0	1/0 J24=1/0
19	9	15	3	3/3	0/0	0/0	0/0	6/9	0/0	0/0	0/3
20	15	11	5	0/0	0/0	3/3	0/0	4/5	2/1	2/2	4/0
21	8	15	5	0/4	3/0	1/0	0/0	1/3	0/0	0/0	3/8
22	17	0	4	5/0	0/0	0/0	0/0	6/0	0/0	1/0	5/0
23	21	14	6	9/2	0/3	0/0	0/0	6/6	0/2	1/1	5/0
26	38	8	7	5/0	0/0	2/0	0/0	14/8	1/0	3/0	9/0 Z04= 4/0
27	13	34	5	5/4	3/0	0/0	0/0	4/8	0/0	1/0	0/0 SB5= 0/22
28	20	16	5	5/3	3/0	0/0	0/0	9/9	0/0	1/4	2/0

NS-MOOR_003006

March-24 days	leaving yard	returning to yard	# of industries	J21 In/out	J55 In/out	J56 In/out	J02 In/out	J57 In/out	J58 In/out	J59 In/out	ORNGCSX J61, F66, SB4, J64
Monthly Averages	11.52	10.52	4	2/2	.2/.3	.2/.3	0/0	5/5	.1/.1	.9/.7	3/2 J61=.1/0 F66=0/.1 SB4=0/.04 J64=0/.04
1	17	7	4	4/2	0/0	0/0	0/0	6/5	0/0	3/0	4/0
2	16	2	5	4/0	0/0	0/0	0/0	6/0	0/0	2/2	3/0 J61=1/0
5	24	30	6	5/5	3/0	0/3	0/0	6/10	0/0	1/0	9/12
6	16	10	6	1/3	0/3	0/0	0/0	7/3	1/1	0/0	6/0 J61=1/0
7	10	6	3	2/2	0/0	0/0	0/0	3/2	0/0	5/2	0/0
8	13	16	4	0/0	1/0	0/0	0/0	5/5	1/0	0/0	6/11
9	7	8	3	1/5	0/0	0/0	0/0	3/3	0/0	0/0	3/0
11	0	3	1	0/0	0/0	0/0	0/0	0/0	0/0	0/0	0/0 F66=0/3
12	22	12	4	5/1	0/1	0/0	0/0	5/6	0/0	0/0	12/4
13	10	12	6	1/3	1/0	0/0	0/0	4/5	1/0	2/4	1/0
14	9	7	4	0/0	0/0	1/2	0/0	5/4	0/1	0/0	3/0
15	5	10	3	0/0	0/1	0/0	0/0	4/2	0/0	0/0	1/7
16	12	19	3	2/0	0/0	0/0	0/0	6/17	0/0	4/2	0/0
19	13	15	4	2/5	0/0	1/0	0/0	3/10	0/0	0/0	7/0
20	14	17	6	1/0	0/0	2/2	0/0	7/4	0/0	2/2	2/8 SB4=0/1
21	12	11	5	3/3	0/0	0/0	0/0	5/4	0/2	1/2	3/0
22	6	0	2	0/0	0/0	0/0	0/0	5/0	1/0	0/0	0/0
23	8	6	3	1/3	0/0	0/0	0/0	7/2	0/0	0/0	0/0 J64=0/1
26	17	15	6	4/0	0/2	1/0	0/0	7/8	0/0	1/2	4/3
27	6	5	2	2/3	0/0	0/0	0/0	4/2	0/0	0/0	0/0
28	8	17	4	1/4	0/0	0/0	0/0	5/5	1/0	0/0	1/8
29	9	8	4	0/0	1/0	0/0	0/0	6/4	0/0	0/1	2/3
30	11	6	3	4/0	0/0	0/0	0/0	5/6	0/0	0/0	1/0

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April -21 days	leaving yard	returning to yard	# of industries	J21 In/out	J55 In/out	J56 In/out	J02 In/out	J57 In/out	J58 In/out	J59 In/out	ORNGCSX J60
Monthly Average	12.04	11.28	4	4/2	.5/.6	.5/.4	0/0	4/4	.1/.1	.9/.8	3/3 J60=.1/0
2	17	22	6	1/4	0/1	2/3	0/0	9/12	0/0	3/2	2/0
3	12	17	4	3/2	0/0	0/0	0/0	4/4	1/0	0/0	4/11
4	4	7	2	0/0	0/0	0/0	0/0	4/4	0/0	0/0	0/3
5	12	12	4	0/3	0/0	0/0	0/0	5/3	0/0	3/2	4/4
6	14	6	4	5/0	0/0	2/0	0/0	5/6	0/0	0/0	2/0
9	11	10	4	5/5	0/0	0/2	0/0	2/3	0/0	0/0	4/0
10	19	15	7	2/4	3/0	5/0	0/0	5/6	0/1	2/4	2/0
11	9	10	2	0/0	0/0	0/0	0/0	6/3	0/0	0/0	3/7
12	10	18	4	3/3	0/3	0/0	0/0	5/7	0/0	0/0	2/5
13	19	7	3	0/0	0/0	0/0	0/0	7/5	0/0	3/2	9/0
16	12	7	3	4/3	0/0	0/0	0/0	5/4	0/0	0/0	4/0
17	9	8	3	4/4	0/0	0/0	0/0	4/4	0/0	0/0	1/0
18	11	21	6	3/4	0/0	1/3	0/0	3/3	1/0	0/2	3/9
19	9	5	4	0/0	3/0	0/0	0/0	3/2	0/0	2/0	1/3
20	9	10	5	3/3	0/0	0/0	0/0	1/4	0/0	1/3	2/0 J60=2/0
23	11	10	3	4/3	3/3	0/0	0/0	4/4	0/0	0/0	0/0
24	25	11	4	5/4	0/0	0/0	0/0	5/6	0/0	2/1	13/0
25	18	28	6	4/5	2/3	1/2	0/0	4/5	0/0	3/2	4/11
26	6	0	2	0/0	1/0	0/0	0/0	5/0	0/0	0/0	0/0
27	9	11	3	4/4	0/0	0/0	0/0	2/3	0/0	0/0	3/4
30	7	11	5	1/0	0/3	0/0	0/0	2/4	0/2	0/0	4/2

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May- 23 days	leaving yard	returning to yard	# of industries	J21 In/out	J55 In/out	J56 In/out	J02 In/out	J57 In/out	J58 In/out	J59 In/out	ORNGCSX IP, J61, Br
Monthly Average	12.65	10.82	4.3	3/2	.8/.4	.4/.4	0/0	4/5	0/0	1/1	3/2
1	6	7	3	0/4	0/0	0/0	0/0	4/1	0/0	2/2	0/0
2	12	14	5	0/1	4/1	1/0	0/0	5/4	0/0	0/0	2/8
3	10	7	6	3/0	0/0	0/2	0/0	2/4	1/0	0/1	4/0
4	10	15	5	2/0	0/0	2/0	0/0	2/15	0/0	2/0	1/0
5	22	1	5	1/1	3/0	0/0	1/0	4/0	0/0	0/0	13/0
7	18	11	5	3/3	2/1	0/0	0/0	6/3	0/0	1/0	6/4
8	15	8	4	5/0	0/0	0/0	0/0	5/5	0/0	2/1	3/2
9- 1st accident	14	5	4	4/0	0/0	3/0	0/0	7/3	0/0	0/2	0/0
10	16	16	5	4/8	0/2	0/0	0/0	3/4	0/0	2/0	6/2
11	12	7	5	5/1	0/0	0/2	0/0	4/4	0/0	1/0	2/0
14	13	6	4	5/2	0/0	0/0	0/0	3/2	0/0	0/2	5/0
15	8	21	4	5/3	0/0	0/0	0/0	2/6	0/2	0/0	1/10
16	17	7	4	5/3	0/0	0/0	0/0	9/3	0/0	3/0	0/1
17	16	20	6	4/3	4/0	0/2	0/0	5/5	0/0	0/2	3/8
18	8	9	4	0/3	1/0	0/0	0/0	3/6	0/0	0/0	4/0
21	21	12	5	6/3	1/3	1/0	0/0	7/5	0/0	0/0	6/0
22	11	20	5	5/4	0/3	0/0	0/0	4/4	0/0	1/2	1/7
23	10	12	5	1/5	0/0	2/2	0/0	5/5	0/0	1/0	1/0
24	10	0	2	5/0	0/0	0/0	0/0	5/0	0/0	0/0	0/0
25	8	19	4	2/8	0/0	0/0	0/0	3/9	0/0	1/2	2/0
29	16	13	4	3/0	0/0	0/0	0/0	7/3	0/0	0/2	6/8
30	11	13	3	6/3	0/0	0/0	0/0	5/5	0/0	0/0	4/1
31-2nd accident	7	6	2	0/0	0/0	2/2	0/0	5/4	0/0	0/0	0/0

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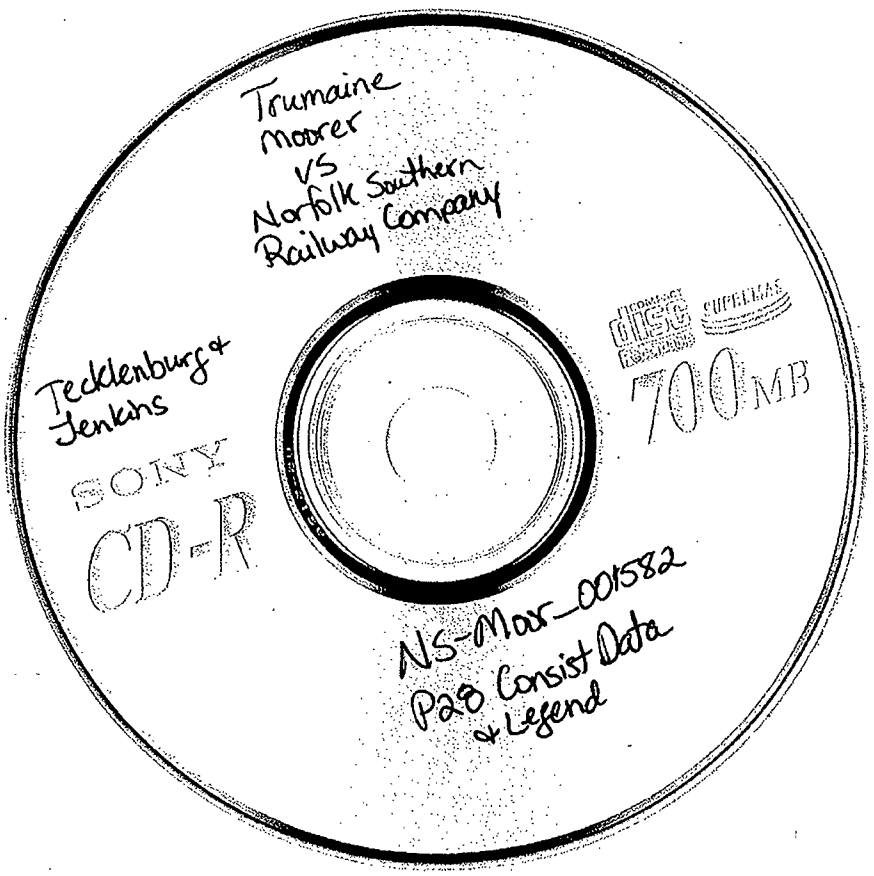
Trumaine
Moorer
vs
Norfolk Southern
Railway Company
Tecklenburg &
Jenkins
SONY
CD-R
700MB
NS-Moor_001582
P28 Consist Data
& Legend

4047425403+A1	EQ_NR	OS	EVENT_TS_EST	EVENT TYPE	LOAD EMPTY	TRN ORGN DT	TRAIN_ID	CNSST S EQ_NR	TRN	LADING_DESC
NS	3302	R109	5/9/2007 12:10	DFLC	E	5/9/2007	P28P909	1	P28	?
MWCX	460514	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	2	P28	LIME
IFRX	153138	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	3	P28	LIME
CGRX	21408	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	4	P28	LIME
CR	887681	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	5	P28	LIME
FURX	828187	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	6	P28	YELLOW CORN
ATGX	47315	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	7	P28	YELLOW CORN
NDYX	822110	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	8	P28	YELLOW CORN
NRLX	46259	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	9	P28	YELLOW CORN
NAHX	890638	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	10	P28	ALL FRT RATE SH
BRAX	8725	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	11	P28	ROAD HAUL MIDDS
ITLX	41392	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	12	P28	BULK CORN SEC 7 INTERSTATE NS 4400
CABX	470330	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	13	P28	BLACKS DRY COMP
CABX	570801	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	14	P28	BLACKS DRY COMP
EQUX	621454	R109	5/9/2007 12:10	DFLC	L	5/9/2007	P28P909	15	P28	POLYETHYLENE, OTHER THAN LIQUID
NS	79248	R109	5/9/2007 12:10	DFLC	E	5/9/2007	P28P909	16	P28	?
NW	177489	R109	5/9/2007 12:15	DFLC	L	5/9/2007	P28P909	0	P28	WHEAT MIDDLINGS OR SHORTS, NONPELLETIZED 4676901-3-381-NW 176853 4676902-3-382-NW 177489
NS	3302	SC112	5/9/2007 12:42	DFLC	E	5/9/2007	P28P909	1	P28	?
MWCX	460514	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	2	P28	LIME
IFRX	153138	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	3	P28	LIME
CGRX	21408	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	4	P28	LIME
CR	887681	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	5	P28	LIME
FURX	828187	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	6	P28	YELLOW CORN
ATGX	47315	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	7	P28	YELLOW CORN
NDYX	822110	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	8	P28	YELLOW CORN
NRLX	46259	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	9	P28	YELLOW CORN
NAHX	890638	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	10	P28	BULK CORN
BRAX	8725	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	11	P28	ROAD HAUL MIDDS
ITLX	41392	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	12	P28	BULK CORN SEC 7 INTERSTATE NS 4400
CABX	470330	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	13	P28	BLACKS DRY COMP
CABX	570801	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	14	P28	BLACKS DRY COMP
EQUX	621454	SC112	5/9/2007 12:42	DFLC	L	5/9/2007	P28P909	15	P28	POLYETHYLENE, OTHER THAN LIQUID
CABX	470330	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	BLACKS DRY COMP

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CABX	570801	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	BLACKS DRY COMP
EQUX	621454	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	POLYETHYLENE, OTHER THAN LIQUID
FURX	828187	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	YELLOW CORN
ATGX	47315	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	YELLOW CORN
NDYX	822110	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	YELLOW CORN
NRLX	46259	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	YELLOW CORN
NW	177489	SC80	5/9/2007 14:15	ARRI	L	5/9/2007	P28P909	0	P28	WHEAT MIDDLINGS OR SHORTS, NONPELLETIZED 4676901-3-381-NW 176853 4676902-3-382-NW 177489
OLNX	48252	SC80	5/9/2007 14:15	PFPS	E	5/9/2007	P28P909	0	P28	RESIDUE: LAST CONTAINED OLNX 48252 GAL CP= 17376
OLNX	113008	SC80	5/9/2007 14:15	PFPS	E	5/9/2007	P28P909	0	P28	RESIDUE: LAST CONTAINED OLNX 113008 GAL CP= 17368
CABX	470330	SC80	5/9/2007 16:00	PACT	L	5/9/2007	P28P909	0	P28	BLACKS DRY COMP
CABX	570801	SC80	5/9/2007 16:00	PACT	L	5/9/2007	P28P909	0	P28	BLACKS DRY COMP
EQUX	621454	SC80	5/9/2007 16:00	PACT	L	5/9/2007	P28P909	0	P28	POLYETHYLENE, OTHER THAN LIQUID
FURX	828187	SC80	5/9/2007 16:30	PACT	L	5/9/2007	P28P909	0	P28	YELLOW CORN
ATGX	47315	SC80	5/9/2007 16:30	PACT	L	5/9/2007	P28P909	0	P28	YELLOW CORN
NDYX	822110	SC80	5/9/2007 16:30	PACT	L	5/9/2007	P28P909	0	P28	YELLOW CORN
NRLX	46259	SC80	5/9/2007 16:30	PACT	L	5/9/2007	P28P909	0	P28	YELLOW CORN
NW	177489	SC80	5/9/2007 16:30	PACT	L	5/9/2007	P28P909	0	P28	WHEAT MIDDLINGS OR SHORTS, NONPELLETIZED 4676901-3-381-NW 176853 4676902-3-382-NW 177489
AEX	5212	SC80	5/9/2007 16:30	PFPS	E	5/9/2007	P28P909	0	P28	EMPTY LAST CONTAINED CORN NPOP
BRAX	8863	SC80	5/9/2007 16:30	PFPS	E	5/9/2007	P28P909	0	P28	EMPTY LAST CONTAINED TANKAGE
RRRX	182964	SC80	5/9/2007 16:30	PFPS	E	5/9/2007	P28P909	0	P28	EMPTY LAST CONTAINED CORN NPOP
OLNX	48252	SC80	5/9/2007 16:31	DFLC	E	5/9/2007	P28P909	0	P28	RESIDUE: LAST CONTAINED OLNX 48252 GAL CP= 17376
OLNX	113008	SC80	5/9/2007 16:31	DFLC	E	5/9/2007	P28P909	0	P28	RESIDUE: LAST CONTAINED OLNX 113008 GAL CP= 17368
AEX	5212	SC80	5/9/2007 16:31	DFLC	E	5/9/2007	P28P909	0	P28	EMPTY LAST CONTAINED CORN NPOP
BRAX	8863	SC80	5/9/2007 16:31	DFLC	E	5/9/2007	P28P909	0	P28	EMPTY LAST CONTAINED TANKAGE
RRRX	182964	SC80	5/9/2007 16:31	DFLC	E	5/9/2007	P28P909	0	P28	EMPTY LAST CONTAINED CORN NPOP
NS	1645	R109	5/31/2007 7:30	DFLC	E	5/31/2007	P28P931	1	P28	?
EQUX	630283	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	2	P28	POLYETHYLENE, OTHER THAN LIQUID
CABX	470573	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	3	P28	BLACKS DRY COMP
NDYX	832681	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	4	P28	CORN

NRLX	46102	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	5	P28	CORN
NDYX	816845	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	6	P28	CORN
RRRX	470130	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	7	P28	CORN
GFSX	253379	R109	5/31/2007 7:30	DFLC	L	5/31/2007	P28P931	8	P28	MBM W ANTIOXIDANT
EQUX	630283	SC80	5/31/2007 10:39	ARRI	L	5/31/2007	P28P931	0	P28	POLYETHYLENE, OTHER THAN LIQUID
CABX	470573	SC80	5/31/2007 10:39	ARRI	L	5/31/2007	P28P931	0	P28	BLACKS DRY COMP
NRLX	46102	SC80	5/31/2007 10:39	ARRI	L	5/31/2007	P28P931	0	P28	CORN
NDYX	816845	SC80	5/31/2007 10:39	ARRI	L	5/31/2007	P28P931	0	P28	CORN
RRRX	470130	SC80	5/31/2007 10:39	ARRI	L	5/31/2007	P28P931	0	P28	CORN
GFSX	253379	SC80	5/31/2007 10:39	ARRI	L	5/31/2007	P28P931	0	P28	MBM W ANTIOXIDANT
EQUX	630283	SC80	5/31/2007 10:40	PACT	L	5/31/2007	P28P931	0	P28	POLYETHYLENE, OTHER THAN LIQUID
CABX	470573	SC80	5/31/2007 10:40	PACT	L	5/31/2007	P28P931	0	P28	BLACKS DRY COMP
CABX	470330	SC80	5/31/2007 10:40	PFPS	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED BLACKS, CMPSD
EQUX	621454	SC80	5/31/2007 10:40	PFPS	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED PLYETHIN GRNIR
BRAX	8725	SC80	5/31/2007 13:00	PFPS	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED MIDDLINGS,WHEAT
AEX	403	SC80	5/31/2007 13:00	PFPS	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED CORN NPOP
BRAX	8947	SC80	5/31/2007 13:00	PFPS	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED TANKAGE
AEX	1374	SC80	5/31/2007 13:00	PFPS	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED CORN NPOP
CABX	470330	SC80	5/31/2007 13:10	DFLC	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED BLACKS, CMPSD
EQUX	621454	SC80	5/31/2007 13:10	DFLC	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED PLYETHIN GRNIR
BRAX	8725	SC80	5/31/2007 13:10	DFLC	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED MIDDLINGS,WHEAT
AEX	403	SC80	5/31/2007 13:10	DFLC	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED CORN NPOP
BRAX	8947	SC80	5/31/2007 13:10	DFLC	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED TANKAGE
AEX	1374	SC80	5/31/2007 13:10	DFLC	E	5/31/2007	P28P931	0	P28	EMPTY LAST CONTAINED CORN NPOP
NRLX	46102	SC80	5/31/2007 13:10	PACT	L	5/31/2007	P28P931	0	P28	CORN
NDYX	816845	SC80	5/31/2007 13:10	PACT	L	5/31/2007	P28P931	0	P28	CORN
RRRX	470130	SC80	5/31/2007 13:10	PACT	L	5/31/2007	P28P931	0	P28	CORN
GFSX	253379	SC80	5/31/2007 13:10	PACT	L	5/31/2007	P28P931	0	P28	MBM W ANTIOXIDANT
NS	1645	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	1	P28	?
NDYX	832681	R109	5/31/2007 15:49	ARIL	L	5/31/2007	P28P931	2	P28	CORN
BRAX	8947	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	3	P28	EMPTY LAST CONTAINED TANKAGE
AEX	403	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	4	P28	EMPTY LAST CONTAINED CORN NPOP
AEX	1374	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	5	P28	EMPTY LAST CONTAINED CORN NPOP
BRAX	8725	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	6	P28	EMPTY LAST CONTAINED MIDDLINGS,WHEAT

CABX	470330	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	7	P28	EMPTY LAST CONTAINED BLACKS, CMPSD
EQUX	621454	R109	5/31/2007 15:49	ARIL	E	5/31/2007	P28P931	8	P28	EMPTY LAST CONTAINED PLYETHIN GRNIR

NS-MOOR_001859

MAY 10 2007 05:01 FR NORFOLK SOUTHERN 803 733 3912 TO CYO-1ST-CHOICE P.01/06

tation #: R 109

ES Controlling Station: Columbia, SC

b: P2Y-P

gines: UA 3302

nductor Name: Jay Norwood

te Faxed: 5/10/2007

ne Faxed: 4:40 p.m.

mments: 6+Cover

te if paperwork late or yard inventory not correct, etc.)

Cover Sheet to be faxed with paperwork to CYO-Atlanta, GA, n completion of duty. Follow up fax with phone call to CYO verify receipt of fax.

FAX 800-476-0170

EXHIBIT Deshazor 6 5/21/09 BMO

EXHIBIT 4 (b)

DEFENDANT'S TRIAL EXHIBIT 32

NS-MOOR_001198

STATION 8105 LYDIA, SC
INDUSTRY CSXT CYPRESS ROAD PIX TO WHO PERF PAGE 1 OF 2

INSPECTOR: Jay Norwood

* YOU MUST BE NOTIFIED IMMEDIATELY WHEN IT IS DETERMINED A CUSTOMER WILL NOT *
* ACCEPT A TIMELY DELIVERY. ALTERNATIVE ARRANGEMENTS SHOULD BE MADE *
* BY CONTACTING THE CUSTOMER NOTIFICATION PURPOSES.

DETAIL REASONS OF CAR BY ENTERING APPROPRIATE CODE IN PROPER BLOCK:
R/W - R = Revenue Switch, N = Car Handled, B = Revenue Switch & Weigh, T = Tare
REJ REA - Reason For Improper Rejection of Car
R/S REA - Reason Car Not Set At Coded Location
Code Used - Explain Circumstances Relating To Car or Reason(s) Found Either In Yard
**** ALL REASON CODES SHOW ON LAST PAGE OF REPORT ****

( ) CSX/GS PLEASE VERIFY THE LOCATION OF BATX 70444
( ) MAKE NOTE ON YOUR PAPERWORK OR CALL CYO, CAR
( ) FAILS ON INTERCHANGE BY EXCHANGE TRACK.
( ) THANK YOU.
( ) ---
( ) 05/09/07 >> MAKE SURE YOU PICKUP CARS: GATX 83455 & GATX 200945
( ) FROM CSXT I/C TRACK . CAR BATX 82455
( ) IS FOR J59 (THEIR TRACK WAS FULL)

INCORR

CAR	L/E	FROM	TO	LOCAL	HAND DT/TM	ACTL R/W	REJ S/D RSN	R/S RSN	EMP
PLMC NS 200300	E	TPOC							

MISC MISC MISC

CAR	L/E	FROM	TO	LOCAL	HAND DT/TM	ACTL R/W	REJ S/D RSN	R/S RSN	EMP

ATT: CHEVRON LUBE
Telephone: 803 874 4297
ST MATTHEWS, SC

CAR	L/E	FROM	TO	LOCAL	HAND DT/TM	ACTL R/W	REJ S/D RSN	R/S RSN	EMP
PULL GATX 83455	E	J31	-01	SHAXP					
PULL TTX 78547	E	J31	-02	YRCOLP					

5/10 @ 130A pulled

STATION RICE COLUMBIA, SC PAGE 0002
INDUSTRY WORK ORDER 2283 FOR ROUTE P25P9 SP:1PAM EDT 05-10-07

PLLL	MWCX	460515	E	J21	04 SWAMP
PLCE	PTLX	442514	L	TPSC	J21
PLCE	PTLX	150198	L	TPSC	J21
PLCE	CSXX	021408	L	TPSC	J21
PLCE	CR	887681	L	TPSC	J21

5/10 @ 130A pulled
5/10 @ 145A pick
NOT IN TRAIN

Additional pulls 5/10/07 @ 130A - J21
CR 887015
PTLX 147143
MWCX 460489
~~MWCX~~ PTLX 15797

J24 ST MATT GRN & RAIL ST MATTHEWS SC
Telephone: 803 492 4502

J7 RUNROUND ST MATTHEWS SC

STATION RL09 COLUMBIA, SC PAGE : 0002
INDUSTRY WORK ORDER# 8040 FOR ROUTE P38PP 07:48AM EST 05-09-07

J47 SARA LEE BAKERY GROUP ORANGEBURG, SC
Telephone: 803 534 8534

J54 EXCELTE SPARTANBURG SC
Telephone: 800 531 2890

( ) 05/04/07 FRIDAY SPOT following cars: EQUX 692382 and EQUX 621003

CAR	L/E	FROM	TO	LOCAL	HAND	RL/TM	ACTL	R/W	RSN	RSN	EMP
PLCE CAEX 470330	L	TPOC	J54								
PLCE CAEX 570201	L	TPOC	J54								
PLCE EQUX 621454	L	TPOC	J54								

5/9/07 @ 4pm placed

J57 DOANE PET PRODUCTS CO INC ORANGEBURG, SC
Telephone: 800 535 8811

CAR	L/E	FROM	TO	LOCAL	HAND	RL/TM	ACTL	R/W	RSN	RSN	EMP
PLCE PUMX 888187	L	TPOC	J57	CORN							

( ) DPP
"EXCESSIVE WEIGHT - 10 DAY TOP CAR AND ROUTE"

PLCE AIEX 647015 L TPOC J57 CORN
( ) DMM
"EXCESSIVE WEIGHT - 10 DAY FOR CAR AND ROUTE"

5/9/07 @ 430p placed

NS-MOOR_001201

STATION 2409 COLUMBIA, SC
INVENTORY WORK ORDER 0363 FOR ROUTE P2FFY 09.48AM EST 05 [illegible]

PAGE 1 0004

PLCE NSYX 922110 L TPOC J57 CORN
( ) CMBY
"EXTENSIVE WEIGHT - 28 GRAY FOR CAR AND ROUTE"

PLCE NSLX 046359 L TPOC J57 CORN
( ) CMBY
"EXTENSIVE WEIGHT - 28 GRAY FOR CAR AND ROUTE"

PLCE BN 177499 L TPOC J57 MIDS

PLCE BNSF 338778 L TPOC J57 MIDS

PLCE UTLX 041392 L TPOC J57 CORN

PLCE NSFX 990538 L TPOC J57

5/9/07 @ 4:30p place ... 3 T.F. Track Full

J58 UNIMER
Telephone: 803 534 7806
ORANGEBURG, SC

( ) 05/04/05 FRIDAY PLACE following car inside gate: TOIX 4535.
( ) Leave SNTX 02576 inside gate also.

JE9 FULLERMIDER MANUFACTURING
Telephone: 803 531 8410
ORANGEBURG, SC

CAR	L/E	FROM	TO	LOCAL	HAND BY/TM	ACTL	REJ RFS R/W	REJ RFS RSN	REJ RFS RSN	EMP
FULL SATX 016353	ALUMI	J59	-03 ORNGCSX	BANG	5/8	CN		Car not Ready per customer		
( ) CMBY										
PLACE @ CORROSIVE MATERIALS ORANGEBURG SC										
FULL GLNX 040252	CHLOR	J59	-13 AUSTAP	BANG	5/8	2:15p				
( ) CMBY										
DIVISION 2.3 (ZONE B,C,D) ORANGEBURG SC										
FULL GLNX 140009	CHLOR	J59	-13 AUSTAP	BANG						
( ) CMBY										
DIVISION 2.3 (ZONE B,C,D) ORANGEBURG SC										

J60 GLOBAL POLYMERS
Telephone: 803 495 1130
ORANGEBURG, SC

NS-MOOR_001202

STATION [illegible] COLUMBIA, SC PAGE 1 OF 2
INDUSTRY WORK ORDER 0363 FOR ROUTE P28P9 09:48AM EST 05-09-07

PULLED FROM J-57 @ 4:30pm on 5/9/07

AEX 5212
BRAX 8863
RRRX 182964

NS-MOOR_001203

** TOTAL PAGE.06 **

NORFOLK SOUTHERN

Columbia, South Carolina

Facsimile Cover Sheet

To:

NAME: T.V. Moore

FIRM: CYO

CITY: SC

TELECOPIER TELEPHONE NO.:

From:

NAME: Norfolk Southern

FIRM: P 28

CITY: Col SC

Total Number of Pages 6 Including Cover Letter:

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(803) 733-3912 5 of Cover

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EXHIBIT 4 (c)

DEFENDANT'S TRIAL EXHIBIT 33

NS-MOOR_001192

STATION R109 COLUMBIA, SC PAGE : 0001
INDUSTRY WORK ORDER 8350 FOR ROUTE P28P7 05:45AM EST 05-30-07

CONDUCTOR: T.V. Mooney

***

STATION R109 COLUMBIA, SC PAGE : 0002
INDUSTRY WORK ORDER 8350 FOR ROUTE P28P9 05:45AM EST 05-30-07

PLCE LIMX 010022 L WY05 J21

PLCE NBYX 475480 L WY05 J21
( ) CMRM
"EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"

PLCE FURX 839335 L WY05 J21

J24 ST MATT BRN & RAIL ST MATTHEWS, SC
Telephone: 803 492 4902

J27 RUNAROUND ST MATTHEWS, SC

STATION R109 COLUMBIA, SC PAGE : 0003
INDUSTRY WORK ORDER 8350 FOR ROUTE P28P9 05:45AM EST 05-30-07

****
J47 SARA LEE BAKERY GROUP ORANGEBURG, SC
Telephone: 803 534 3535
****

****
J56 OKONITE ORANGEBURG, SC
Telephone: 803 531 2890
****

CAR	L/E	FROM	TO	LOCAL	HAND	DT/TM ACTL	REJ S/S R/W	REJ S/S RSN	REJ S/S RSN	REJ S/S EMP
PLCE CABX 470573	L	WY05	J56			5/30	TF	Track Full		
PLCE EQUX 630283	L	WY05	J56			✓		✓		

****
J57 DOANE PET PRODUCTS CO INC ORANGEBURG, SC
Telephone: 803 535 3311
****
( ) Order
( ) 05/30 - TUES - SPOT THE FOLLOWING CARS:
( ) BRAX 8947 - MEAT; FURX 463182 - CORN; AEX 1374 - CORN; AEX 403 - CORN

CAR	L/E	FROM	TO	LOCAL	HAND	DT/TM ACTL	REJ S/S R/W	REJ S/S RSN	REJ S/S RSN	REJ S/S EMP
PULL HPJX 013579	E	J57	-03 LINWOP			5/30 11:30A				
PULL BRAX 008803	E	J57	-09 BHAMP							
PULL AEX 009015	E	J57	-14 LINWOP			✓		✓		
PLCE PLCX 019906	L	LTOM	J57			12:00P				
PLCE FURX 822319	L	LTOM	J57							
PLCE AEX 001374	L	LTOM	J57	CORN		✓		✓		

NS-MOOR_001195

STATION R109 COLUMBIA, SC PAGE : 0004
INDUSTRY WORK ORDER 8350 FOR ROUTE P38P9 05:45AM EST 05-30-07

PLCE AEX 000403 L LTOM J57 CORN 5/30 12:00A

PLCE BRAX 008947 L LTOM J57 MEAT

****
J59 GULBRANDSEN MANUFACTURING ORANGEBURG, SC
Telephone: 803 531 2413
****
( ) Order 2 LOADED
( ) << DO NOT DELETE >>
( ) ATTN: WE HAVE PLACED A MAIL BOX AT THE GATE ENTRANCE TO BETTER SERVE THE
( ) CONDUCTOR. WHEN WE HAVE ACTIVITY, WE WILL PLACE PAPERWORK IN THE MAILBOX
( ) AND RAISE THE FLAG
( ) **********

****
J60 GLOBAL POLYMERS ORANGEBURG, SC
Telephone: 502 425 1133
****

****

** TOTAL PAGE.01 **

STATION R109 . . COLUMBIA, SC PAGE : 0006
INDUSTRY WORK ORDER 8350 FOR ROUTE P28P9 05:45AM EST 05-30-07

FURX 463182 / E 4:20 PM 5/30/07
HPJX 13579 /
NDYX 816826 /
BRAX 8803 / West to East
AEX 9035 /
CEFX 152418 / Train in Middle Yard 2
TLMX 51596 /
CR 887043 /
GATX 61413 /

Orangeburg Place
Place 5/30/07 12:50p
DBUX 340162 /
TILX 301534 /
GATX 203967 /
GATX 69826 /

MAY 30 2007 17:13 FR NORFOLK SOUTHERN 803 733 3912 TO CYO-1ST-CHOICE P.01/01

NS-MOOR_001197

NORFOLK SOUTHERN

DEFENDANT'S EXHIBIT 4/3 ADMITTED 10/7/08

Columbia, South Carolina

Facsimile Cover Sheet

TO:

NAME: CYO

FIRM: From P28

CITY: SC

TELECOPIER TELEPHONE NO.:

Conductor Moore

FM:

NAME: Norfolk Southern

FIRM:

CITY: Col SC

Total Number of Pages 4 Including Cover Letter.

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EXHIBIT 4 (d)

DEFENDANT'S TRIAL EXHIBIT 34

NS-MOOR_000046

STATION R109 COLUMBIA, SC PAGE : 0003
INDUSTRY WORK ORDER 8356 FOR ROUTE P28P9 06:09AM EST 05-31-07

****
J56 OKONITE ORANGEBURG, SC
Telephone: 803 531 2890
****
( ) 05/29/07 WEDNESDAY Customer requests following switch:
( ) SPOT CABX 470573 to spot #4
( ) PULL following 2 cars empty: EQUX 621454 and CABX 470330

CAR	L/E	FROM	TO	LOCAL	HAND	DT/TM	ACTL	REJ R/W	REJ S/S RSN	REJ S/S RSN	REJ S/S EMP
PULL CABX 470330	E	J56	-05 BHAMP			5/31	10:40A				
PULL EQUX 621454	E	J56	-06 LINWOP								
PLCE EQUX 630283	L	STOM	J56								
PLCE CABX 470573	L	STOM	J56	SPOT 4							

****
J57 INDANE PET PRODUCTS CO INC ORANGEBURG, SC
Telephone: 803 535 3311
****
( ) Order
( ) 05/30 - TUES - SPOT THE FOLLOWING CARS:
( ) FURX 463182 - CORN:

CAR	L/E	FROM	TO	LOCAL	HAND	DT/TM	ACTL	REJ R/W	REJ S/S RSN	REJ S/S RSN	REJ S/S EMP
PULL BRAX 008725	E	J57	-09 MACONP			05/31	10[illegible]				
PULL AEX 000409	E	J57	-13 MACONP								
PULL BRAX 008947	E	J57	-14 BHAMP								
PLCE NDYX 832681	L	STOM	J57								
PLCE NRLX 046102	L	STOM	J57				1[illegible]P				
(✓) CHRN "EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"											
PLCE NDYX 816845	L	STOM	J57								
(✓) CHRN "EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"											
PLCE RRRX 470130	L	STOM	J57								
(✓) CHRN "EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"											

NS-MOOR_000047

STATION R109 COLUMBIA, SC PAGE : 0004
INDUSTRY WORK ORDER 8356 FOR ROUTE P38P9 06:07AM EST 05-31-07

E BFSX 253379 L STOM J57 RUSH 5/31.

****
J59 GULBRANDSEN MANUFACTURING ORANGEBURG, SC
Telephone: 803 531 2413
****
( ) Order 2 LOADED
( ) << DO NOT DELETE >>
( ) ATTN: WE HAVE PLACED A MAIL BOX AT THE GATE ENTRANCE TO BETTER SERVE THE
( ) CONDUCTOR. WHEN WE HAVE ACTIVITY, WE WILL PLACE PAPERWORK IN THE MAILBOX
( ) AND RAISE THE FLAG
( ) **********

****
J60 GLOBAL POLYMERS ORANGEBURG, SC
Telephone: 502 425 1133
****

****

STATION R109 COLUMBIA, SC PAGE : 0005
INDUSTRY WORK ORDER 8356 FOR ROUTE P28P9 06:09AM EST 05-31-07

OTHER CARS HANDLED

CAR	L/E	FROM STN	DATE	TIME	TO STN	DATE	TIME	R/W	REJ RSN	S/G RSN	EMPL
AEX1374	E	JST	05/31	19[illegible]	Aaaaa	05/31					

NS-MOOR_000049

Logged Data Table

Avg. Difference IN Loco Cab		WBGT-IN (LOCO CAB)		WBGT-OUT (OUTSIDE, Lead nose of Loco)			
							Left yard @ 8:45am; 5-10mph
1.1°F	5/7/2010 8:50:43 AM	73.6	Avg. 73.8°F	74.1	Avg. 72.8°F	8:51:05 AM	YARD
	5/7/2010 8:55:43 AM	74.1		71.6		8:56:05 AM	
	5/7/2010 9:00:43 AM	73.9		71.8		9:01:05 AM	← OUT OF YARD LIMITS, speed ↑ TO 45mph
	5/7/2010 9:05:43 AM	73.4		71.1		9:06:05 AM	
	5/7/2010 9:10:43 AM	73.2		71.6		9:11:05 AM	
	5/7/2010 9:15:43 AM	73.4		72.0		9:16:05 AM	
	5/7/2010 9:20:43 AM	73.6		72.9		9:21:05 AM	
Avg. Diff.	5/7/2010 9:25:43 AM	73.9		73.4		9:26:05 AM	
+1°F	5/7/2010 9:30:43 AM	74.1	Avg. WBGT	73.8	Avg WBGT	9:31:05 AM	RIDE 45mph
	5/7/2010 9:35:43 AM	73.9	74.3°F	73.0	73.3°F	9:36:05 AM	(70 MINUTES)
	5/7/2010 9:40:43 AM	74.3		74.7		9:41:05 AM	
	5/7/2010 9:45:43 AM	74.7		74.5		9:46:05 AM	
	5/7/2010 9:50:43 AM	75.0		74.5		9:51:05 AM	
	5/7/2010 9:55:43 AM	74.7		73.4		9:56:05 AM	
	5/7/2010 10:00:43 AM	74.8		73.8		10:01:05 AM	← ARRIVE ORANGEBURG, AREA
	5/7/2010 10:05:43 AM	75.4		75.0		10:06:05 AM	
	5/7/2010 10:10:43 AM	76.3		76.5		10:11:05 AM	← ARRIVE @ ACO
	5/7/2010 10:15:43 AM	77.0		80.2		10:16:05 AM	
	5/7/2010 10:20:43 AM	77.7		82.2		10:21:05 AM	
Avg. Diff.	5/7/2010 10:25:43 AM	77.7		83.5		10:26:05 AM	
	5/7/2010 10:30:43 AM	78.4		84.2		10:31:05 AM	
-4.0°F	5/7/2010 10:35:43 AM	78.8		82.9		10:36:05 AM	ACO
	5/7/2010 10:40:43 AM	78.8	78.6°F	83.7	82.6°F	10:41:05 AM	(70 MINUTES)
	5/7/2010 10:45:43 AM	79.0		81.5		10:46:05 AM	
	5/7/2010 10:50:43 AM	78.6		82.0		10:51:05 AM	
	5/7/2010 10:55:43 AM	79.9		84.9		10:56:05 AM	
	5/7/2010 11:00:43 AM	80.1		84.0		11:01:05 AM	
	5/7/2010 11:05:43 AM	81.0		85.8		11:06:05 AM	← Done @ ACO; SIT ON ACO spur, waiting on traffic
	5/7/2010 11:10:43 AM	81.1		86.0		11:11:05 AM	
Avg. Diff.	5/7/2010 11:15:43 AM	81.0		86.2		11:16:05 AM	
-4.6°F	5/7/2010 11:20:43 AM	81.9	81.5°F	87.3	86.1°F	11:21:05 AM	WAIT
	5/7/2010 11:25:43 AM	82.6		86.4		11:26:05 AM	
	5/7/2010 11:30:43 AM	81.5		87.1		11:31:05 AM	
	5/7/2010 11:35:43 AM	81.1		83.8		11:36:05 AM	
	5/7/2010 11:40:43 AM	80.6		81.3		11:41:05 AM	← Proceeding to Gulbrandsen
	5/7/2010 11:45:43 AM	80.8		83.5		11:46:05 AM	
Avg.	5/7/2010 11:50:43 AM	81.5		85.3		11:51:05 AM	
	5/7/2010 11:55:43 AM	82.2	82.4°F	85.1	85.7°F	11:56:05 AM	GULBRANDSEN
-3.4°F	5/7/2010 12:00:43 PM	82.6		86.7		12:01:05 PM	
	5/7/2010 12:05:43 PM	83.3		87.6		12:06:05 PM	
	5/7/2010 12:10:43 PM	83.5		87.4		12:11:05 PM	
	5/7/2010 12:15:43 PM	84.2		87.4		12:16:05 PM	
	5/7/2010 12:20:43 PM	83.7		87.6		12:21:05 PM	← Depart GULBRANDSEN
	5/7/2010 12:25:43 PM	82.6		80.2		12:26:05 PM	← ARRIVE RAVENSWOOD
	5/7/2010 12:30:43 PM	81.9		83.3		12:31:05 PM	
Avg.	5/7/2010 12:35:43 PM	81.5	83.5°F	79.9	83.6°F	12:36:05 PM	
	5/7/2010 12:40:43 PM	82.2		80.6		12:41:05 PM	RUN AROUND
-0.03°F	5/7/2010 12:45:43 PM	83.5		84.9		12:46:05 PM	
	5/7/2010 12:50:43 PM	84.6		87.8		12:51:05 PM	
	5/7/2010 12:55:43 PM	85.1		85.1		12:56:05 PM	
	5/7/2010 1:00:43 PM	85.3		85.1		1:01:05 PM	
	5/7/2010 1:05:43 PM	85.1		86.2		1:06:05 PM	← Heat monitors switched from 1645 to 1693
	5/7/2010 1:10:43 PM	84.0		81.3		1:11:05 PM	← ARRIVE @ ECKA
Avg.	5/7/2010 1:15:43 PM	83.5	83.2°F	81.0	82.2°F	1:16:05 PM	
+1°F	5/7/2010 1:20:43 PM	82.8		82.9		1:21:05 PM	ECKA
	5/7/2010 1:25:43 PM	82.6		81.9		1:26:05 PM	
	5/7/2010 1:30:43 PM	83.3		84.0		1:31:05 PM	← Done @ ECKA
	5/7/2010 1:35:43 PM	83.1		82.6		1:36:05 PM	← SIT ON ECKA spur waiting on traffic
	5/7/2010 1:40:43 PM	82.2		83.7		1:41:05 PM	
Avg.	5/7/2010 1:45:43 PM	82.6		85.6		1:46:05 PM	
	5/7/2010 1:50:43 PM	83.1	83.2°F	87.1	85.5°F	1:51:05 PM	
-2.3°F	5/7/2010 1:55:43 PM	83.5		85.8		1:56:05 PM	WAIT
	5/7/2010 2:00:43 PM	83.1		85.6		2:01:05 PM	
	5/7/2010 2:05:43 PM	82.9		86.2		2:06:05 PM	
	5/7/2010 2:10:43 PM	83.8		86.4		2:11:05 PM	
	5/7/2010 2:15:43 PM	84.0		85.5		2:16:05 PM	
	5/7/2010 2:20:43 PM	83.8		86.7		2:21:05 PM	
	5/7/2010 2:25:43 PM	83.1		82.4		2:26:05 PM	← LEAVE ECKA SPUR, Proceed to DOANE
Avg.	5/7/2010 2:30:43 PM	84.4		84.0		2:31:05 PM	
	5/7/2010 2:35:43 PM	83.5	83.1°F	83.8	83.4°F	2:36:05 PM	
-0.4°F	5/7/2010 2:40:43 PM	82.8		83.3		2:41:05 PM	DOANE
	5/7/2010 2:45:43 PM	83.1		83.1		2:46:05 PM	
	5/7/2010 2:50:43 PM	81.7		81.5		2:51:05 PM	
	5/7/2010 2:55:43 PM	83.3		84.2		2:56:05 PM	
	5/7/2010 3:00:43 PM	82.9		84.4		3:01:05 PM	
	5/7/2010 3:05:43 PM	83.5		84.0		3:06:05 PM	← Done @ DOANE
	5/7/2010 3:10:43 PM	84.2		80.4		3:11:05 PM	← PROCEED TO ANDREWS YARD IN Columbia, S.C.
Avg	5/7/2010 3:15:43 PM	82.9		77.7		3:16:05 PM	
	5/7/2010 3:20:43 PM	82.6		77.0		3:21:05 PM	
	5/7/2010 3:25:43 PM	82.8		77.0		3:26:05 PM	
+3.9°F	5/7/2010 3:30:43 PM	82.2	82.3°F	78.3	78.3°F	3:31:05 PM	
	5/7/2010 3:35:43 PM	82.0		78.6		3:36:05 PM	RIDE 45mph
	5/7/2010 3:40:43 PM	82.2		77.9		3:41:05 PM	
	5/7/2010 3:45:43 PM	82.6		77.5		3:46:05 PM	
	5/7/2010 3:50:43 PM	81.9		78.1		3:51:05 PM	
	5/7/2010 3:55:43 PM	81.5		79.0		3:56:05 PM	
	5/7/2010 4:00:43 PM	81.3		78.6		4:01:05 PM	
	5/7/2010 4:05:43 PM	81.3		78.6		4:06:05 PM	← ARRIVE @ ANDREWS Yard Limits, slow to 15mph
Avg. Diff.	5/7/2010 4:10:43 PM	82.4		77.4		4:11:05 PM	
-0.1°F	5/7/2010 4:15:43 PM	82.6	82.5°F	79.5	83.2°F	4:16:05 PM	← STOP TO switch into left side of yard; Proceed @ 5mph
	5/7/2010 4:20:43 PM	83.3		84.7		4:21:05 PM	
	5/7/2010 4:25:43 PM	81.5		81.0		4:26:05 PM	← STOP @ YARD OFFICE YARD
Overall Avg -0.8°F			Overall Avg 80.7°F		Overall Avg 81.5°F		

DEFENDANT'S TRIAL
EXHIBIT 38

NS-MOOR_001842

Logged Data Table

1 hour Averages
INDUSTRY Switching

	WBGT °F IN		WBGT °F OUT		
5/7/2010 8:50:43 AM	73.6		74.1		8:51:05 AM
5/7/2010 8:55:43 AM	74.1	73.8	71.6	72.8	8:56:05 AM
5/7/2010 9:00:43 AM	73.9		71.8		9:01:05 AM → out of yard limits
5/7/2010 9:05:43 AM	73.4		71.1		9:06:05 AM
5/7/2010 9:10:43 AM	73.2		71.6		9:11:05 AM
5/7/2010 9:15:43 AM	73.4		72.0		9:16:05 AM
5/7/2010 9:20:43 AM	73.6		72.9		9:21:05 AM
5/7/2010 9:25:43 AM	73.9		73.4		9:26:05 AM
5/7/2010 9:30:43 AM	74.1	74.3	73.8	73.3	9:31:05 AM
5/7/2010 9:35:43 AM	73.9		73.0		9:36:05 AM
5/7/2010 9:40:43 AM	74.3		74.7		9:41:05 AM
5/7/2010 9:45:43 AM	74.7		74.5		9:46:05 AM
5/7/2010 9:50:43 AM	75.0		74.5		9:51:05 AM
5/7/2010 9:55:43 AM	74.7		73.4		9:56:05 AM
5/7/2010 10:00:43 AM	74.8		73.8		10:01:05 AM
5/7/2010 10:05:43 AM	75.4		75.0		10:06:05 AM
5/7/2010 10:10:43 AM	76.3		76.5		10:11:05 AM
5/7/2010 10:15:43 AM	77.0		80.2		10:16:05 AM
5/7/2010 10:20:43 AM	77.7		82.2		10:21:05 AM
5/7/2010 10:25:43 AM	77.7		83.5		10:26:05 AM
5/7/2010 10:30:43 AM	78.4		84.2		10:31:05 AM
5/7/2010 10:35:43 AM	78.8	78.6	82.9	82.6	10:36:05 AM
5/7/2010 10:40:43 AM	78.8		83.7		10:41:05 AM
5/7/2010 10:45:43 AM	79.0		81.5		10:46:05 AM
5/7/2010 10:50:43 AM	78.6		82.0		10:51:05 AM
5/7/2010 10:55:43 AM	79.9		84.9		10:56:05 AM
5/7/2010 11:00:43 AM	80.1		84.0		11:01:05 AM
5/7/2010 11:05:43 AM	81.0		85.8		11:06:05 AM
5/7/2010 11:10:43 AM	81.1		86.0		11:11:05 AM
5/7/2010 11:15:43 AM	81.0		86.2		11:16:05 AM
5/7/2010 11:20:43 AM	81.9		87.3		11:21:05 AM
5/7/2010 11:25:43 AM	82.6		86.4		11:26:05 AM
5/7/2010 11:30:43 AM	81.5		87.1		11:31:05 AM
5/7/2010 11:35:43 AM	81.1	81.6	83.8	85.5	11:36:05 AM
5/7/2010 11:40:43 AM	80.6		81.3		11:41:05 AM
5/7/2010 11:45:43 AM	80.6		83.5		11:46:05 AM
5/7/2010 11:50:43 AM	81.5		85.3		11:51:05 AM
5/7/2010 11:55:43 AM	82.2		85.1		11:56:05 AM
5/7/2010 12:00:43 PM	82.6		86.7		12:01:05 PM
5/7/2010 12:05:43 PM	83.3		87.6		12:06:05 PM
5/7/2010 12:10:43 PM	83.5		87.4		12:11:05 PM
5/7/2010 12:15:43 PM	84.2		87.4		12:16:05 PM
5/7/2010 12:20:43 PM	83.7		87.6		12:21:05 PM
5/7/2010 12:25:43 PM	82.6		80.2		12:26:05 PM
5/7/2010 12:30:43 PM	81.9		83.3		12:31:05 PM
5/7/2010 12:35:43 PM	81.5		79.9		12:36:05 PM
5/7/2010 12:40:43 PM	82.2	83.6	80.6	84.6	12:41:05 PM
5/7/2010 12:45:43 PM	83.5		84.9		12:46:05 PM
5/7/2010 12:50:43 PM	84.6		87.8		12:51:05 PM
5/7/2010 12:55:43 PM	85.1		85.1		12:56:05 PM
5/7/2010 1:00:43 PM	85.3		85.1		1:01:05 PM
5/7/2010 1:05:43 PM	85.1		86.2		1:06:05 PM
5/7/2010 1:10:43 PM	84.0		81.3		1:11:05 PM
5/7/2010 1:15:43 PM	83.5		81.0		1:16:05 PM
5/7/2010 1:20:43 PM	82.8		82.9		1:21:05 PM
5/7/2010 1:25:43 PM	82.6		81.9		1:26:05 PM
5/7/2010 1:30:43 PM	83.3		84.0		1:31:05 PM
5/7/2010 1:35:43 PM	83.1		82.6		1:36:05 PM
5/7/2010 1:40:43 PM	82.2	83.0	83.7	83.9	1:41:05 PM
5/7/2010 1:45:43 PM	82.6		85.6		1:46:05 PM
5/7/2010 1:50:43 PM	83.1		87.1		1:51:05 PM
5/7/2010 1:55:43 PM	83.5		85.8		1:56:05 PM
5/7/2010 2:00:43 PM	83.1		85.6		2:01:05 PM
5/7/2010 2:05:43 PM	82.9		86.2		2:06:05 PM
5/7/2010 2:10:43 PM	83.8		86.4		2:11:05 PM
5/7/2010 2:15:43 PM	84.9		85.5		2:16:05 PM
5/7/2010 2:20:43 PM	83.8		86.7		2:21:05 PM
5/7/2010 2:25:43 PM	83.1		82.4		2:26:05 PM
5/7/2010 2:30:43 PM	84.4		84.0		2:31:05 PM
5/7/2010 2:35:43 PM	83.6	83.3	83.8	84.1	2:36:05 PM
5/7/2010 2:40:43 PM	82.8		83.3		2:41:05 PM
5/7/2010 2:45:43 PM	83.1		83.1		2:46:05 PM
5/7/2010 2:50:43 PM	81.7		81.5		2:51:05 PM
5/7/2010 2:55:43 PM	83.3		2:56:05 PM		
5/7/2010 3:00:43 PM	82.9		84.2		3:01:05 PM
5/7/2010 3:05:43 PM	83.5		84.4		3:06:05 PM
5/7/2010 3:10:43 PM	84.2		84.0		3:11:05 PM
5/7/2010 3:15:43 PM	82.9		80.4		3:16:05 PM
5/7/2010 3:20:43 PM	82.6		77.7		3:21:05 PM
5/7/2010 3:25:43 PM	82.8		77.0		3:26:05 PM
5/7/2010 3:30:43 PM	82.2		78.3		3:31:05 PM
5/7/2010 3:35:43 PM	82.0		78.6		3:36:05 PM
5/7/2010 3:40:43 PM	82.2	82.3	77.9	78.3	3:41:05 PM
5/7/2010 3:45:43 PM	82.6		77.5		3:46:05 PM
5/7/2010 3:50:43 PM	81.9		78.1		3:51:05 PM
5/7/2010 3:55:43 PM	81.5		79.0		3:56:05 PM
5/7/2010 4:00:43 PM	81.3		78.6		4:01:05 PM
5/7/2010 4:05:43 PM	81.3		78.6		4:06:05 PM → slow speed to 15 mph
5/7/2010 4:10:43 PM	82.4		77.4		4:11:05 PM
5/7/2010 4:15:43 PM	82.6	82.4	79.5	83.1	4:16:05 PM → slow speed to 5 mph
5/7/2010 4:20:43 PM	83.3		84.7		4:21:05 PM
5/7/2010 4:25:43 PM	81.5		91.0		4:26:05 PM → STOP @ yard OFFICE
Overall Avg Difference	Overall Avg		80.7		81.5

70 minutes
Cab +1°F

60 min
Cab -4°F

60 min
Cab -3.9°F

60 min
Cab -1°F

60 min
Cab -0.9°F

60 min
Cab -0.8°F

60 min
Cab +4°F

20 min

-0.7°F

ACO

WAIT

Gulbeandson

Runaround

ECKA

WAIT

DOANE

RIDE 45 MPH

RIDE 45MPH

DEFENDANT'S TRIAL EXHIBIT 39

NS-MOOR_001960

U.S. Department of Commerce
National Oceanic & Atmospheric Administration

QUALITY CONTROLLED LOCAL CLIMATOLOGICAL DATA
(final)
HOURLY OBSERVATIONS TABLE
ORANGEBURG MUNICIPAL ARPT (53854)
ORANGEBURG , SC
(06/2009)

National Climatic Data Center
Federal Building
151 Patton Avenue
Asheville, North Carolina 28801

Elevation: 196 ft above sea level
Latitude: 33.462
Longitude: -80.858
Data Version: VER2

Date	Time (LST)	Station Type	Sky Conditions	Visibility (SM)	Weather Type	Dry Bulb Temp (F)	Dry Bulb Temp (C)	Wet Bulb Temp (F)	Wet Bulb Temp (C)	Dew Point Temp (F)	Dew Point Temp (C)	Rel Humd %	Wind Speed (MPH)	Wind Dir	Wind Gusts (MPH)	Station Pressure (in. hg)	Press Tend	Net 3-hr Chg (mb)	Sea Level Pressure (in. hg)	Report Type	Precip. Total (in)	Alti-meter (in. hg)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
22	0053	12	CLR	10.00		77	25.0	73	22.7	71	21.7	82	0	000		29.53	8	003	29.73	AA		29.74
22	0153	12	CLR	10.00		76	24.4	72	22.2	70	21.1	82	3	330		29.52			29.72	AA		29.73
22	0253	12	CLR	10.00		74	23.3	71	21.8	70	21.1	87	0	000		29.52			29.72	AA		29.73
22	0353	12	FEW090	10.00		74	23.3	71	21.8	70	21.1	87	0	000		29.52	6	002	29.72	AA		29.73
22	0453	12	SCT085	10.00		74	23.3	71	21.8	70	21.1	87	5	320		29.54			29.74	AA		29.75
22	0553	12	BKN090	10.00		74	23.3	71	21.8	70	21.1	87	0	000		29.54			29.74	AA		29.75
22	0653	12	FEW075	10.00		77	25.0	72	22.3	70	21.1	79	0	000		29.56	3	013	29.76	AA		29.77
22	0753	12	SCT080	10.00		82	27.8	73	22.5	68	20.0	63	7	020		29.57			29.77	AA		29.78
22	0853	12	OVC065	10.00		81	27.2	69	20.7	63	17.2	54	5	040		29.57			29.78	AA		29.78
22	0953	12	FEW065 BKN080	10.00		84	28.9	72	22.2	66	18.9	55	0	000		29.57	0	003	29.77	AA		29.78
22	1053	12	CLR	10.00		88	31.1	72	21.9	63	17.2	43	5	340		29.56			29.75	AA		29.77
22	1153	12	FEW060	10.00		89	31.7	72	22.1	63	17.2	42	6	020		29.54			29.74	AA		29.75
22	1253	12	BKN060	10.00		89	31.7	73	22.7	65	18.3	45	3	360		29.53	8	013	29.73	AA		29.74
22	1353	12	FEW060	10.00		92	33.3	74	23.5	66	18.9	42	8	300		29.51			29.71	AA		29.72
22	1453	12	FEW080	10.00		92	33.3	75	23.8	67	19.4	44	10	310		29.48			29.68	AA		29.69
22	1553	12	FEW065	10.00		92	33.3	75	23.8	67	19.4	44	9	320		29.47	6	019	29.67	AA		29.68
22	1653	12	BKN060	10.00		92	33.3	75	23.8	67	19.4	44	5	010		29.47			29.67	AA		29.68
22	1753	12	CLR	10.00		90	32.2	76	24.4	70	21.1	52	7	310		29.47			29.67	AA		29.68
22	1853	12	CLR	10.00		88	31.1	76	24.5	71	21.7	57	3	310		29.47	3	000	29.67	AA		29.68
22	1953	12	CLR	10.00		83	28.3	76	24.4	73	22.8	72	0	000		29.47			29.67	AA		29.68
22	2053	12	CLR	9.00		80	26.7	76	24.3	74	23.3	82	0	000		29.49			29.69	AA		29.70
22	2153	12	CLR	10.00		80	26.7	75	23.9	73	22.8	79	0	000		29.51	3	012	29.71	AA		29.72
22	2253	12	CLR	9.00		76	24.4	73	22.9	72	22.2	87	3	100		29.51			29.71	AA		29.72
22	2353	12	CLR	9.00		76	24.4	73	22.5	71	21.7	85	0	000		29.51			29.71	AA		29.72

Dynamically generated Thu Aug 27 15:24:23 EDT 2009 via http://cdo.ncdc.noaa.gov/qclcd/QCLCD

DEFENDANT'S TRIAL EXHIBIT 41

U S. Department of Commerce
National Oceanic & Atmospheric Administration

QUALITY CONTROLLED LOCAL CLIMATOLOGICAL DATA
(final)
HOURLY OBSERVATIONS TABLE
ORANGEBURG MUNICIPAL ARPT (53854)
ORANGEBURG , SC
(06/2009)

National Climatic Data Center
Federal Building
151 Patton Avenue
Asheville, North Carolina 28801

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Longitude: -80.858
Data Version: VER2

Date	Time (LST)	Station Type	Sky Conditions	Visibility (SM)	Weather Type	Dry Bulb Temp		Wet Bulb Temp		Dew Point Temp		Rel Humd %	Wind Speed (MPH)	Wind Dir	Wind Gusts (MPH)	Station Pressure (in. hg)	Press Tend	Net 3-hr Chg (mb)	Sea Level Pressure (in. hg)	Report Type	Precip. Total (in)	Alti-meter (in. hg)
						(F)	(C)	(F)	(C)	(F)	(C)											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
23	0053	12	SCT095	8 00		74	23.3	72	22.2	71	21.7	90	0	000		29.50	8	002	29.70	AA		29.71
23	0153	12	CLR	10 00		73	22.8	70	21 3	69	20.6	87	0	000		29 49			29 69	AA		29.70
23	0253	12	SCT060	8 00		73	22.8	71	21.6	70	21.1	90	0	000		29.49			29 69	AA		29.70
23	0353	12	FEW065	8 00		73	22.8	70	21.3	69	20.6	87	0	000		29.50	5	001	29 70	AA		29.71
23	0453	12	CLR	6 00	BR	70	21.1	69	20.3	68	20.0	93	0	000		29 51			29.71	AA		29.72
23	0553	12	CLR	6 00	BR	70	21 1	69	20.3	68	20.0	93	0	000		29.52			29 72	AA		29.73
23	0653	12	CLR	10 00		77	25.0	70	21.3	67	19.4	71	3	360		29 54	3	012	29 74	AA		29.75
23	0753	12	CLR	10 00		81	27.2	71	21.7	66	18.9	60	7	040		29.55			29.75	AA		29.76
23	0853	12	CLR	10 00		83	28.3	72	22.0	66	18.9	57	8	020		29 55			29.75	AA		29.76
23	0953	12	CLR	10.00		86	30.0	73	22 5	66	18.9	51	7	040		29.55	1	006	29.75	AA		29.76
23	1053	12	CLR	10 00		88	31.1	74	23.2	67	19 4	50	6	360		29.56			29.76	AA		29.77
23	1153	12	CLR	10 00		90	32.2	74	23.2	66	18.9	45	7	360		29.56			29.76	AA		29.77
23	1253	12	FEW055	10 00		90	32.2	73	22.9	65	18.3	44	7	030		29.56	0	002	29.76	AA		29 77
23	1353	12	FEW060	10 00		91	32.8	73	22 7	64	17 8	41	13	040		29.55			29.75	AA		29.76
23	1453	12	CLR	10.00		92	33.3	73	22.9	64	17.8	40	6	040		29.54			29.74	AA		29.75
23	1553	12	SCT065	10.00		93	33.9	74	23.0	64	17.8	38	10	030		29.53	6	009	29 73	AA		29.74
23	1653	12	CLR	10 00		91	32.8	72	22 4	63	17.2	39	8	050		29.53			29.73	AA		29.74
23	1753	12	CLR	10.00		89	31.7	72	22.4	64	17.8	44	5	070		29 53			29 73	AA		29.74
23	1853	12	CLR	10.00		86	30.0	73	22.5	66	18.9	51	0	000		29.54	3	001	29.74	AA		29 75
23	1953	12	FEW070	10.00		81	27.2	72	22.3	68	20.0	65	0	000		29.55			29.75	AA		29.76
23	2053	12	BKN070	10.00		77	25.0	72	22.0	69	20.6	76	0	000		29 57			29.77	AA		29 78
23	2153	12	CLR	9 00		75	23.9	72	22.0	70	21.1	85	0	000		29.59	3	018	29.79	AA		29.80
23	2253	12	CLR	10.00		76	24.4	71	21.8	69	20.6	79	0	000		29.61			29.81	AA		29.82
23	2353	12	FEW085	8 00		74	23.3	71	21.8	70	21.1	87	0	000		29.62			29.82	AA		29 83

Dynamically generated Thu Aug 27 15:23:29 EDT 2009 via http://cdo.ncdc.noaa.gov/qclcd/QCLCD

U.S. Department of Commerce
National Oceanic & Atmospheric Administration

QUALITY CONTROLLED LOCAL CLIMATOLOGICAL DATA (final)

HOURLY OBSERVATIONS TABLE
ORANGEBURG MUNICIPAL ARPT (53854)
ORANGEBURG , SC
(06/2009)

National Climatic Data Center
Federal Building
151 Patton Avenue
Asheville, North Carolina 28801

Elevation: 196 ft. above sea level
Latitude: 33.462
Longitude: -80.858
Data Version: VER2

Date	Time (LST)	Station Type	Sky Conditions	Visibility (SM)	Weather Type	Dry Bulb Temp		Wet Bulb Temp		Dew Point Temp		Rel Humd %	Wind Speed (MPH)	Wind Dir	Wind Gusts (MPH)	Station Pressure (in. hg)	Press Tend	Net 3-hr Chg (mb)	Sea Level Pressure (in. hg)	Report Type	Precip. Total (in)	Alti-meter (in. hg)
						(F)	(C)	(F)	(C)	(F)	(C)											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
24	0053	12	CLR	8.00		72	22.2	70	21.1	69	20.6	90	0	000		29.61	0	006	29 81	AA		29.82
24	0153	12	CLR	6.00	BR	71	21 7	70	20.9	69	20.6	93	0	000		29 61			29.81	AA		29.82
24	0253	12	CLR	5.00	BR	70	21.1	69	20.7	69	20.6	97	3	160		29.59			29.79	AA		29 80
24	0353	12	CLR	5 00	BR	70	21 1	69	20.3	68	20.0	93	0	000		29 61	5	001	29 81	AA		29.82
24	0453	12	CLR	5.00	BR	70	21.1	69	20 3	68	20.0	93	0	000		29.61			29.81	AA		29 82
24	0553	12	CLR	3.00	BR	71	21.7	70	20 9	69	20 6	93	0	000		29.62			29.82	AA		29.83
24	0653	12	CLR	5.00	BR	74	23.3	72	22.2	71	21.7	90	0	000		29.62	1	006	29.82	AA		29.83
24	0753	12	FEW075	8.00		79	26.1	74	23 4	72	22.2	79	0	000		29.64			29 84	AA		29 85
24	0853	12	FEW100	10.00		82	27 8	76	24.3	73	22.8	74	6	180		29.63			29.83	AA		29 84
24	0953	12	CLR	10 00		85	29.4	76	24 4	72	22.2	65	5	VR		29.63	1	003	29.83	AA		29.84
24	1053	12	FEW085	10.00		86	30.0	76	24 2	71	21 7	61	6	VR		29.64			29.84	AA		29.85
24	1153	12	FEW039 SCT080	10.00		86	30.0	74	23.5	69	20 6	57	0	000		29.64			29.84	AA		29.85
24	1253	12	CLR	10.00		88	31.1	76	24.5	71	21.7	57	5	200		29.63	8	000	29 83	AA		29.84
24	1353	12	FEW049 SCT070	10.00		88	31 1	76	24.2	70	21.1	55	8	200		29.62			29.81	AA		29.83
24	1406	12	SCT047 BKN055 BKN070	10.00	VCTS	88	31.0	76	24 2	70	21 0	55	5	VR		29.62			M	SP		29.83
24	1431	12	BKN041 OVC050	2 50	TSRA BR	73	23.0s	71	21.6	70	21 0	90	18	050	33	29.65			M	SP		29.86
24	1435	12	FEW016 BKN041 OVC050	1 50	+TSRA BR	73	23 0	71	21.6	70	21.0	90	24	040	37	29.65			M	SP		29 86
24	1451	12	BKN012 OVC040	1.50	+TSRA BR	73	23.0	71	21 6	70	21.0	90	8	100	24	29 63			M	SP		29.84
24	1453	12	BKN014 OVC040	1.75	+TSRA BR	73	22.8	70	21 3	69	20.6	87	9	110	20	29.63			29.83	AA	0.32	29.84
24	1456	12	BKN014 OVC040	3.00	VCTS RA	73	23 0	70	20.9	68	20.0	84	10	120		29 62			M	SP		29.83
24	1514	12	SCT021 BKN110	10.00	VCTS	75	24.0	73	22 7	72	22 0	90	13	270	16	29.63			M	SP		29.84
24	1535	12	FEW110	10 00		81	27 0	75	23.7	72	22.0	74	9	230		29 62			M	SP		29.83
24	1553	12	CLR	10.00		81	27.2	73	22 7	69	20 6	67	5	230		29.62	6	005	29.82	AA	0.01	29.83
24	1653	12	FEW075	9 00		83	28 3	76	24.4	73	22.8	72	7	150		29.61			29 81	AA		29.82
24	1753	12	CLR	10 00		79	26.1	74	23.0	71	21 7	77	5	190		29.62			29.82	AA		29.83
24	1853	12	CLR	10.00		78	25.6	73	22 9	71	21.7	79	3	190		29.63	3	004	29 83	AA		29 84
24	1953	12	CLR	9 00		76	24 4	73	22.5	71	21.7	85	0	000		29 64			29.84	AA		29.85
24	2053	12	OVC110	8.00		75	23.9	73	22.7	72	22 2	90	0	000		29 65			29.85	AA		29.86
24	2153	12	FEW110	7.00		73	22.8	72	22.4	72	22.2	97	0	000		29.67	3	013	29 87	AA		29.88
24	2253	12	CLR	5 00	BR	73	22.8	72	22 4	72	22.2	97	0	000		29.67			29 87	AA		29.88
24	2353	12	CLR	4 00	BR	72	22.2	71	21.8	71	21 7	97	0	000		29.67			29.87	AA		29.88

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1467

NS-MOOR_001852

2006 W-2 and EARNINGS SUMMARY

R051	T&E REGULAR EARNINGS	8,800.00+
	TOTAL EARNINGS :	8,800.00+
V903	T & E MEAL ALLOWANCE	466.00-
V905	T & E MILEAGE ALLOWANCE	2,100.00-
	TOTAL DEDUCTIONS :	2,566.00-

FOR QUESTIONS CALL: 1(800)624-4193 EXT 5400

Safe, accurate, FAST! Use e-file. Visit the IRS Web Site at www.irs.gov/efile.

Employee Reference Copy

W-2 Wage and Tax Statement 2006

Copy C for employee's records. OMB No. 1545-0008

a Control number	Dept.	Corp.	Employer use only
0000074503 W77		N1CW	23282

c Employer's name, address, and ZIP code
NORFOLK SOUTHERN CORP
110 FRANKLIN ROAD SE
ROANOKE, VA 24042-0057

REISSUED STATEMENT

e/f Employee's name, address, and ZIP code
TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137

b Employer's FED ID number 52-1188014	d Employee's SSA number 247-23-9317
1 Wages, tips, other comp. 8800.00	2 Federal income tax withheld 203.66
3 Social security wages	4 Social security tax withheld
5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips
9 Advance EIC payment	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12
14 Other 127.60 RR MED; 387.20 TIERII; 545.60 TIER I	12b; 12c; 12d; 13 Stat emp. Ret. plan 3rd party sick pay
15 State SC Employer's state ID no. 25167107 0	16 State wages, tips, etc. 8800.00
17 State income tax 357.10	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137

Social Security Number: 247-23-9317
Taxable Marital Status: MARRIED
Exemptions/Allowances:
Federal: 2
State: 2
Local: 0

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1 Wages, tips, other comp. 8800.00 | 2 Federal income tax withheld 203.66
3 Social security wages | 4 Social security tax withheld
5 Medicare wages and tips | 6 Medicare tax withheld
a Control number 0000074503 W77 | Dept. | Corp. N1CW | Employer use only 23282
c Employer's name, address, and ZIP code
NORFOLK SOUTHERN CORP
110 FRANKLIN ROAD SE
ROANOKE, VA 24042-0057
REISSUED STATEMENT
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7 Social security tips | 8 Allocated tips
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14 Other 127.60 RR MED; 387.20 TIERII; 545.60 TIER I | 12b; 12c; 12d; 13 Stat emp. Ret. plan 3rd party sick pay
e/f Employee's name, address and ZIP code
TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137
15 State SC Employer's state ID no. 25167107 0 | 16 State wages, tips, etc. 8800.00
17 State income tax 357.10 | 18 Local wages, tips, etc.
19 Local income tax | 20 Locality name

Federal Filing Copy
W-2 Wage and Tax Statement 2006
Copy B to be filed with employee's Federal Income Tax Return. OMB No. 1545-0008

1 Wages, tips, other comp. 8800.00 | 2 Federal income tax withheld 203.66
3 Social security wages | 4 Social security tax withheld
5 Medicare wages and tips | 6 Medicare tax withheld
a Control number 0000074503 W77 | Dept. | Corp. N1CW | Employer use only 23282
c Employer's name, address, and ZIP code
NORFOLK SOUTHERN CORP
110 FRANKLIN ROAD SE
ROANOKE, VA 24042-0057
REISSUED STATEMENT
b Employer's FED ID number 52-1188014 | d Employee's SSA number 247-23-9317
7 Social security tips | 8 Allocated tips
9 Advance EIC payment | 10 Dependent care benefits
11 Nonqualified plans | 12a
14 Other 127.60 RR MED; 387.20 TIERII; 545.60 TIER I | 12b; 12c; 12d; 13 Stat emp. Ret. plan 3rd party sick pay
e/f Employee's name, address and ZIP code
TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137
15 State SC Employer's state ID no. 25167107 0 | 16 State wages, tips, etc. 8800.00
17 State income tax 357.10 | 18 Local wages, tips, etc.
19 Local income tax | 20 Locality name

SC. State Filing Copy
W-2 Wage and Tax Statement 2006
Copy 2 to be filed with employee's State Income Tax Return. OMB No. 1545-0008

1 Wages, tips, other comp. 8800.00 | 2 Federal income tax withheld 203.66
3 Social security wages | 4 Social security tax withheld
5 Medicare wages and tips | 6 Medicare tax withheld
a Control number 0000074503 W77 | Dept. | Corp. N1CW | Employer use only 23282
c Employer's name, address, and ZIP code
NORFOLK SOUTHERN CORP
110 FRANKLIN ROAD SE
ROANOKE, VA 24042-0057
REISSUED STATEMENT
b Employer's FED ID number 52-1188014 | d Employee's SSA number 247-23-9317
7 Social security tips | 8 Allocated tips
9 Advance EIC payment | 10 Dependent care benefits
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217 ROOSEVELT ST
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15 State SC Employer's state ID no. 25167107 0 | 16 State wages, tips, etc. 8800.00
17 State income tax 357.10 | 18 Local wages, tips, etc.
19 Local income tax | 20 Locality name

City or Local Filing Copy
W-2 Wage and Tax Statement 2006
Copy 2 to be filed with employee's City or Local Income Tax Return. OMB No. 1545-0008

DEFENDANT'S TRIAL EXHIBIT 43
1468

NS-MOOR_000023
PLT-MOORER_000391

Department of the Treasury - Internal Revenue Service

Form **1040EZ**

Income Tax Return for Single and Joint Filers With No Dependents

2006

OMB No. 1545-0074

Label (See instructions)

Use the IRS label. Otherwise, please print or type.

LABEL HERE

Your first name and initial	Last name	Your social security number
TRUMAINE V	MOORE	247-23-9317
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. — Apt. no.

217 ROOSEVELT ST

City, town or post office, state, and ZIP code. If you have a foreign address, see instructions.

ST GEORGE, SC 29477

▲ You must enter your SSN(s) above. ▲

Checking a box below will not change your tax or refund.

Presidential Election Campaign (See instructions)

Check here if you, or your spouse if a joint return, want $3 to go to this fund? . . . . . ▶ ☐ You ☐ Spouse

Income

Attach Form(s) W-2 here.

Enclose, but do not attach, any payment.

1	Wages, salaries, and tips. This should be shown in box 1 of your Form(s) W-2. Attach your Form(s) W-2.	1	11,842.
2	Taxable interest. If the total is over $1,500, you cannot use Form 1040EZ.	2	
3	Unemployment compensation and Alaska Permanent Fund dividends (see instructions).	3	
4	Add lines 1, 2, and 3. This is your **adjusted gross income.**	4	11,842.
5	If someone can claim you (or your spouse if a joint return) as a dependent, check the applicable box(es) below and enter the amount from the worksheet on back. ☐ You ☐ Spouse If no one can claim you (or your spouse if a joint return), enter $8,450 if **single**; $16,900 if **married filing jointly.** See instructions for explanation.	5	8,450.
6	Subtract line 5 from line 4. If line 5 is larger than line 4, enter -0-. This is your **taxable income.** ▶	6	3,392.

Payments and tax

7	Federal income tax withheld from box 2 of your Form(s) W-2.	7	436.
8a	**Earned income credit (EIC).**	8a	23.
b	Nontaxable combat pay election. 8b		
9	Credit for federal telephone excise tax paid. Attach Form 8913 if required.	9	
10	Add lines 7, 8a and 9. These are your **total payments.** ▶	10	459.
11	**Tax.** Use the amount on **line 6** above to find your tax in the tax table in the instructions. Then, enter the tax from the table on this line.	11	338.

Refund

Have it directly deposited! See instructions and fill in 12b, 12c, and 12d or Form 8888.

12a	If line 10 is larger than line 11, subtract line 11 from line 10. This is your **refund.** If Form 8888 is attached, check here ▶ ☐	12a	121.

▶ b Routing number _____ ▶ c Type: ☐ Checking ☐ Savings

▶ d Account number _____

Amount you owe

13	If line 11 is larger than line 10, subtract line 10 from line 11. This is the **amount you owe.** For details on how to pay, see instructions. ▶	13	0.

Third party designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☐ No

Designee's name ▶ | Phone no. ▶ | Personal identification number (PIN) ▶

Sign here

Under penalties of perjury, I declare that I have examined this return, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		CONDUCTOR	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	

Paid preparer's use only

Preparer's signature	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code		EIN	
		Phone no.	

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

UYA

Form **1040EZ** (2006)

PLT-MOORER_000392

Safe, accurate, FAST! Use e-file Visit the IRS Web Site at www.irs.gov/efile.

Employee Reference Copy

W-2 Wage and Tax Statement **2007**

Copy C for employee's records. OMB No. 1545-0008

d Control number	Dept.	Corp.	Employer use only
0000074503 W77		N1CW	23698

c Employer's name, address, and ZIP code
NORFOLK SOUTHERN CORP
110 FRANKLIN ROAD SE
ROANOKE, VA 24042-0057

REISSUED STATEMENT

e/f Employee's name, address, and ZIP code
TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137

b Employer's FED ID number	a Employee's SSA number
52-1188014	247-23-9317
1 Wages, tips, other comp. 19061.66	2 Federal income tax withheld 1385.34
3 Social security wages	4 Social security tax withheld
5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips
9 Advance EIC payment	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12
14 Other 276.40 RR MED; 743.41 TIERII; 1181.84 TIER I	12b; 12c; 12d
	13 Stat emp. / Ret. plan / 3rd party sick pay
15 State: SC; Employer's state ID no.: 25187107 0	16 State wages, tips, etc. 19061.66
17 State income tax 907.86	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

Federal Filing Copy

W-2 Wage and Tax Statement **2007**

Copy B to be filed with employee's Federal Income Tax Return. OMB No. 1545-0008

FOLD AND DETACH HERE

2007 W-2 and EARNINGS SUMMARY

E051	T&E REGULAR EARNINGS	19,061.66+
	TOTAL EARNINGS :	19,061.66+
V903	T & E MEAL ALLOWANCE	342.00-
V905	T & E MILEAGE ALLOWANCE	1,723.04-
	TOTAL DEDUCTIONS :	2,065.04-

FOR QUESTIONS CALL: 1(800)624-4193 EXT 5400

TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137

Social Security Number: 247-23-9317
Taxable Marital Status:
MARRIED
Exemptions/Allowances:
Federal: 1
State: 1
Local: 0

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Fold and Detach Here

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1 Wages, tips, other comp. 19061.66 | 2 Federal income tax withheld 1385.34
3 Social security wages | 4 Social security tax withheld
5 Medicare wages and tips | 6 Medicare tax withheld
d Control number 0000074503 W77 | Dept. | Corp. N1CW | Employer use only 23698
c Employer's name, address, and ZIP code
NORFOLK SOUTHERN CORP
110 FRANKLIN ROAD SE
ROANOKE, VA 24042-0057
REISSUED STATEMENT
b Employer's FED ID number 52-1188014 | a Employee's SSA number 247-23-9317
7 Social security tips | 8 Allocated tips
9 Advance EIC payment | 10 Dependent care benefits
11 Nonqualified plans | 12a See instructions for box 12
14 Other 276.40 RR MED; 743.41 TIERII; 1181.84 TIER I | 12b; 12c; 12d
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217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137
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17 State income tax 907.86 | 18 Local wages, tips, etc.
19 Local income tax | 20 Locality name

SC. State Filing Copy

W-2 Wage and Tax Statement **2007**

Copy 2 to be filed with employee's State Income Tax Return. OMB No. 1545-0008

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b Employer's FED ID number 52-1188014 | a Employee's SSA number 247-23-9317
7 Social security tips | 8 Allocated tips
9 Advance EIC payment | 10 Dependent care benefits
11 Nonqualified plans | 12a See instructions for box 12
14 Other 276.40 RR MED; 743.41 TIERII; 1181.84 TIER I | 12b; 12c; 12d
13 Stat emp. / Ret. plan / 3rd party sick pay
e/f Employee's name, address and ZIP code
TRUMAINE V MOORER
217 ROOSEVELT ST
SAINT GEORGE, SC 29477-2137
15 State SC | Employer's state ID no. 25187107 0 | 16 State wages, tips, etc. 19061.66
17 State income tax 907.86 | 18 Local wages, tips, etc.
19 Local income tax | 20 Locality name

City or Local Filing Copy

W-2 Wage and Tax Statement **2007**

Copy 2 to be filed with employee's City or Local Income Tax Return. OMB No. 1545-0008

FOLD AND DETACH HERE

NS-MOOR_000022
PLT-MOORER_000389

DEFENDANT'S TRIAL EXHIBIT 44
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Department of the Treasury - Internal Revenue Service

Form **1040EZ**

Income Tax Return for Single and Joint Filers With No Dependents

2007

OMB No. 1545-0074

Label (See instructions)

Use the IRS label. Otherwise, please print or type.

Presidential Election Campaign (See instructions)

Your first name and initial: TRUMAINE V	Last name: MOORE	Your social security number: 247-23-9317
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
Home address (number and street). If you have a P.O. box, see instructions. 217 ROOSEVELT ST	Apt. no.	▲ You must enter your SSN(s) above. ▲
City, town or post office, state, and ZIP code. If you have a foreign address, see instructions. ST GEORGE, SC 29477		Checking a box below will not change your tax or refund.

Check here if you, or your spouse if a joint return, want $3 to go to this fund? . . . . . ▶ ☐ You ☐ Spouse

Income

Attach Form(s) W-2 here.

Enclose, but do not attach, any payment.

1	Wages, salaries, and tips. This should be shown in box 1 of your Form(s) W-2. Attach your Form(s) W-2.	1	19,062.
2	Taxable interest. If the total is over $1,500, you cannot use Form 1040EZ.	2	
3	Unemployment compensation and Alaska Permanent Fund dividends (see instructions).	3	
4	Add lines 1, 2, and 3. This is your **adjusted gross income.**	4	19,062.
5	If someone can claim you (or your spouse if a joint return) as a dependent, check the applicable box(es) below and enter the amount from the worksheet in instructions. ☐ You ☐ Spouse. If no one can claim you (or your spouse if a joint return), enter $8,750 if **single**; $17,500 if **married filing jointly.** See instructions for explanation.	5	8,750.
6	Subtract line 5 from line 4. If line 5 is larger than line 4, enter -0-. This is your **taxable income.** ▶	6	10,312.

Payments and tax

7	Federal income tax withheld from box 2 of your Form(s) W-2.	7	1,385.
8a	**Earned income credit (EIC).** NO	8a	
b	Nontaxable combat pay election. 8b		
9	Add lines 7 and 8a. These are your **total payments.** ▶	9	1,385.
10	**Tax.** Use the amount on **line 6** above to find your tax in the tax table in the instructions. Then, enter the tax from the table on this line.	10	1,158.

Refund

Have it directly deposited! See instructions and fill in 11b, 11c, and 11d or Form 8888.

11a	If line 9 is larger than line 10, subtract line 10 from line 9. This is your **refund.** If Form 8888 is attached, check here ▶ ☐	11a	227.

▶ b Routing number _____ ▶ c Type: ☐ Checking ☐ Savings

▶ d Account number _____

Amount you owe

12	If line 10 is larger than line 9, subtract line 9 from line 10. This is the **amount you owe.** For details on how to pay, see instructions. ▶	12	0.

Third party designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☐ No

Designee's name ▶ | Phone no. ▶ | Personal identification number (PIN) ▶

Sign here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		CONDUCTOR	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid preparer's use only

Preparer's signature	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code		EIN	
		Phone no.	

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

UYA

Form **1040EZ** (2007)

PLT-MOORER_000390

Department of the Treasury — Internal Revenue Service

Form 1040 U.S. Individual Income Tax Return 2009

(99) IRS Use Only — Do not write or staple in this space.

For the year Jan 1 - Dec 31, 2009, or other tax year beginning , 2009, ending , 20

OMB No. 1545-0074

Label (See instructions.)

Use the IRS label. Otherwise, please print or type.

Your first name	MI	Last name	Your social security number
Athena		McCray-Moorer	264-87-9836
If a joint return, spouse's first name	MI	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apartment no.

217 Roosevelt St

City, town or post office. If you have a foreign address, see instructions. State ZIP code

St George SC 29477

You must enter your social security number(s) above.

Checking a box below will not change your tax or refund.

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want $3 to go to this fund? (see instructions) ► ☐ You ☐ Spouse

Filing Status

Check only one box.

1 ☐ Single

2 ☐ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ►

4 ☒ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here ►

5 ☐ Qualifying widow(er) with dependent child (see instructions)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a

b ☐ **Spouse**

Boxes checked on 6a and 6b: 1

c **Dependents:**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see instrs)
Tyleah Moorer	656-14-2633	Daughter	☒
			☐
			☐
			☐

If more than four dependents, see instructions and check here ► ☐

No. of children on 6c who:
- lived with you: 1
- did not live with you due to divorce or separation (see instrs):

Dependents on 6c not entered above:

Add numbers on lines above ►: 2

d Total number of exemptions claimed: 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	
8a	**Taxable** interest. Attach Schedule B if required	8a	
b	**Tax-exempt** interest. **Do not** include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (see instrs) (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	6,920.
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ► ☐	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount (see instrs)	15b	
16a	Pensions and annuities (16a) b Taxable amount (see instrs)	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation in excess of $2,400 per recipient (see instructions)	19	
20a	Social security benefits (20a) b Taxable amount (see instrs)	20b	
21	Other income	21	
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income** ►	22	6,920.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

Adjusted Gross Income

23	Educator expenses (see instructions) (23)		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ (24)		
25	Health savings account deduction. Attach Form 8889 (25)		
26	Moving expenses. Attach Form 3903 (26)		
27	One-half of self-employment tax. Attach Schedule SE (27)	489.	
28	Self-employed SEP, SIMPLE, and qualified plans (28)		
29	Self-employed health insurance deduction (see instructions) (29)		
30	Penalty on early withdrawal of savings (30)		
31a	Alimony paid b Recipient's SSN ► (31a)		
32	IRA deduction (see instructions) (32)		
33	Student loan interest deduction (see instructions) (33)		
34	Tuition and fees deduction. Attach Form 8917 (34)		
35	Domestic production activities deduction. Attach Form 8903 (35)		
36	Add lines 23 - 31a and 32 - 35	36	489.
37	Subtract line 36 from line 22. This is your **adjusted gross income** ►	37	6,431.

DEFENDANT'S TRIAL EXHIBIT 45

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Tax and Credits

Standard Deduction for –
- People who check any box on line 39a, 39b, or 40b or who can be claimed as a dependent, see instructions.
- All others:

Single or Married filing separately, $5,700

Married filing jointly or Qualifying widow(er), $11,400

Head of household, $8,350

38	Amount from line 37 (adjusted gross income)	38	6,431.
39a	Check if: ☐ You were born before January 2, 1945, ☐ Blind. ☐ Spouse was born before January 2, 1945, ☐ Blind. Total boxes checked ► 39a		
b	If your spouse itemizes on a separate return, or you were a dual-status alien, see instrs and ck here ► 39b ☐		
40a	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40a	8,350.
b	If you are increasing your standard deduction by certain real estate taxes, new motor vehicle taxes, or a net disaster loss, attach Schedule L and check here (see instructions) ► 40b ☐		
41	Subtract line 40a from line 38	41	-1,919.
42	Exemptions. If line 38 is $125,100 or less and you did not provide housing to a Midwestern displaced individual, multiply $3,650 by the number on line 6d. Otherwise, see instructions	42	7,300.
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
44	Tax (see instrs). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972	44	0.
45	Alternative minimum tax (see instructions). Attach Form 6251	45	
46	Add lines 44 and 45 ►	46	0.
47	Foreign tax credit. Attach Form 1116 if required — 47		
48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
49	Education credits from Form 8863, line 29 — 49		
50	Retirement savings contributions credit. Attach Form 8880 — 50		
51	Child tax credit (see instructions) — 51: 0.		
52	Credits from Form: a ☐ 8396 b ☐ 8839 c ☐ 5695 — 52		
53	Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53		
54	Add lines 47 through 53. These are your total credits ►	54	0.
55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ►	55	0.

Other Taxes

56	Self-employment tax. Attach Schedule SE	56	978.
57	Unreported social security and Medicare tax from Form: a ☒ 4137 b ☐ 8919	57	
58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
59	Additional taxes: a ☐ AEIC payments b ☐ Household employment taxes. Attach Schedule H	59	
60	Add lines 55-59. This is your total tax ►	60	978.

Payments

If you have a qualifying child, attach Schedule EIC.

61	Federal income tax withheld from Forms W-2 and 1099 — 61		
62	2009 estimated tax payments and amount applied from 2008 return — 62		
63	Making work pay and government retiree credit. Attach Schedule M — 63: 399.		
64a	Earned income credit (EIC) — 64a: 2,185.		
b	Nontaxable combat pay election ► 64b		
65	Additional child tax credit. Attach Form 8812 — 65: 515.		
66	Refundable education credit from Form 8863, line 16 — 66		
67	First-time homebuyer credit. Attach Form 5405 — 67		
68	Amount paid with request for extension to file (see instructions) — 68		
69	Excess social security and tier 1 RRTA tax withheld (see instructions) — 69		
70	Credits from Form: a ☒ 2439 b ☒ 4136 c ☐ 8801 d ☐ 8885 — 70		
71	Add lns 61-63, 64a, & 65-70. These are your total pmts ►	71	3,099.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d or Form 8888.

72	If line 71 is more than line 60, subtract line 60 from line 71. This is the amount you overpaid	72	2,121.
73a	Amount of line 72 you want refunded to you. If Form 8888 is attached, check here ► ☐	73a	2,121.
b	► Routing number 053207766 ► c Type: ☒ Checking ☐ Savings		
d	► Account number 1010167035321		
74	Amount of line 72 you want applied to your 2010 estimated tax ► 74		

Amount You Owe

75	Amount you owe. Subtract line 71 from line 60. For details on how to pay, see instructions ►	75	
76	Estimated tax penalty (see instructions) — 76		

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name ► Phone no. ► Personal identification number (PIN) ►

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions.

Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		Manager	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code: Self-Prepared			EIN
			Phone no.

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► Partnerships, joint ventures, etc, generally must file Form 1065 or 1065-B.
► Attach to Form 1040, 1040NR, or 1041. ► See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. **09**

Name of proprietor	Social security number (SSN)
Athena McCray-Moorer	264-87-9836

A Principal business or profession, including product or service (see instructions): Car Wash

B Enter code from instructions: ► 999999

C Business name. If no separate business name, leave blank: Kingdom Car Wash and Arcade

D Employer ID number (EIN), if any:

E Business address (including suite or room no.) ► 5507 Memorial Blvd

City, town or post office, state, and ZIP code: St George, SC 29477

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ►

G Did you 'materially participate' in the operation of this business during 2009? If 'No,' see instructions for limit on losses . . . . [X] Yes [ ] No

H If you started or acquired this business during 2009, check here . . . . . ►

Part I Income

1	Gross receipts or sales. **Caution.** See the instructions and check the box if: • This income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses ► [ ]	1	14,995.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	14,995.
4	Cost of goods sold (from line 42 on page 2)	4	
5	**Gross profit.** Subtract line 4 from line 3	5	14,995.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	**Gross income.** Add lines 5 and 6 ►	7	14,995.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	190.	18	Office expense	18	
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
				a	Vehicles, machinery, and equipment	20a	
11	Contract labor (see instructions)	11		b	Other business property	20b	3,600.
12	Depletion	12		21	Repairs and maintenance	21	400.
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		22	Supplies (not included in Part III)	22	
				23	Taxes and licenses	23	170.
14	Employee benefit programs (other than on line 19)	14		24	Travel, meals, and entertainment:		
				a	Travel	24a	
15	Insurance (other than health)	15		b	Deductible meals and entertainment (see instructions)	24b	
16	Interest:			25	Utilities	25	2,515.
a	Mortgage (paid to banks, etc)	16a		26	Wages (less employment credits)	26	1,200.
b	Other	16b		27	Other expenses (from line 48 on page 2)	27	
17	Legal & professional services	17					

28	**Total expenses** before expenses for business use of home. Add lines 8 through 27 ►	28	8,075.
29	Tentative profit or (loss). Subtract line 28 from line 7	29	6,920.
30	Expenses for business use of your home. Attach **Form 8829**	30	
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Form 1040, line 12,** and **Schedule SE, line 2** or on **Form 1040NR, line 13** (if you checked the box on line 1, see instructions). Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you **must** go to line 32.	31	6,920.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both **Form 1040, line 12,** and **Schedule SE, line 2,** or on **Form 1040NR, line 13** (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041, line 3.**

32a [ ] All investment is at risk.

• If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.

32b [ ] Some investment is not at risk.

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If 'Yes,' attach explanation . . . . . ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ► _____

44 Of the total number of miles you drove your vehicle during 2009, enter the number of miles you used your vehicle for:
a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? . . . . . ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? . . . . . ☐ Yes ☐ No

47 a Do you have evidence to support your deduction? . . . . . ☐ Yes ☐ No

b If 'Yes,' is the evidence written? . . . . . ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

48 **Total other expenses.** Enter here and on page 1, line 27 48

FDIZ0112 06/18/09

SCHEDULE SE (Form 1040)

Department of the Treasury Internal Revenue Service

Self-Employment Tax

► Attach to Form 1040. ► See Instructions for Schedule SE (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. **17**

Name of person with **self-employment** income (as shown on Form 1040)

Athena McCray-Moorer

Social security number of person with **self-employment** income ► 264-87-9836

Who Must File Schedule SE

You must file Schedule SE if:

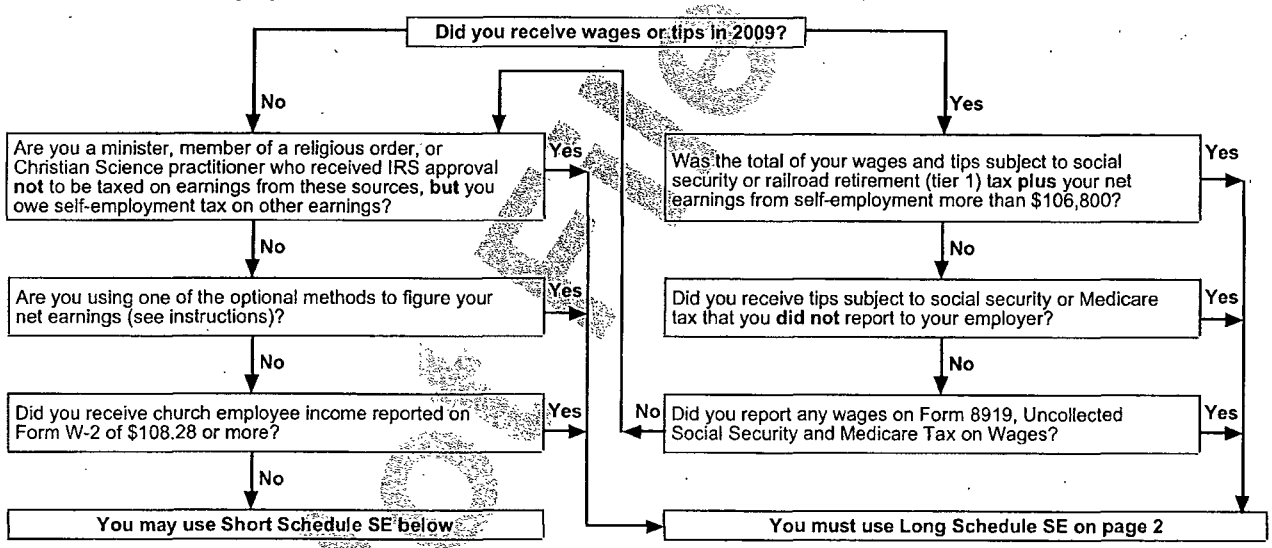
- You had net earnings from self-employment from **other than** church employee income (line 4 of Short Schedule SE or line 4c of Long Schedule SE) of $400 or more, **or**
- You had church employee income of $108.28 or more. Income from services you performed as a minister or a member of a religious order **is not** church employee income (see instructions).

Note. Even if you had a loss or a small amount of income from self-employment, it may be to your benefit to file Schedule SE and use either 'optional method' in Part II of Long Schedule SE (see instructions).

Exception. If your only self-employment income was from earnings as a minister, member of a religious order, or Christian Science practitioner **and** you filed Form 4361 and received IRS approval not to be taxed on those earnings, **do not** file Schedule SE. Instead, write 'Exempt – Form 4361' on Form 1040, line 56.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart **only if** you must file Schedule SE. If unsure, see *Who Must File Schedule SE,* above.



Section A – Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1 a Net farm profit or (loss) from Schedule F, line 36, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1 a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 6b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1 b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instrs for types of income to report on this line. See instrs for other income to report	2	6,920.
3 Combine lns 1a, 1b & 2	3	6,920.
4 **Net earnings from self-employment.** Multiply line 3 by 92.35% (.9235). If less than $400, **do not** file this schedule; you do not owe self-employment tax ►	4	6,391.
5 **Self-employment tax.** If the amount on line 4 is: • $106,800 or less, multiply line 4 by 15.3% (.153). Enter the result here and on **Form 1040, line 56.** • More than $106,800, multiply line 4 by 2.9% (.029). Then, add $13,243.20 to the result. Enter the total here and on **Form 1040, line 56.**	5	978.
6 **Deduction for one-half of self-employment tax.** Multiply line 5 by 50% (.5). Enter the result here and on **Form 1040, line 27**	6	489.

SCHEDULE EIC
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service

Earned Income Credit
Qualifying Child Information

Complete and attach to Form 1040A or 1040 only if you have a qualifying child.

OMB No. 1545-0074

2009

Attachment Sequence No. **43**

Name(s) shown on return

Athena McCray-Moorer

Your social security number

264-87-9836

Before you begin:

- See the instructions for Form 1040A, lines 41a and 41b, or Form 1040, lines 64a and 64b, to make sure that **(a)** you can take the EIC and **(b)** you have a qualifying child.
- Be sure the child's name on line 1 and social security number (SSN) on line 2 agree with the child's social security card. Otherwise, at the time we process your return, we may reduce or disallow your EIC. If the name or SSN on the child's social security card is not correct, call the Social Security Administration at 1-800-772-1213.

CAUTION!

- If you take the EIC even though you are not eligible, you may not be allowed to take the credit for up to 10 years. See the instructions for details.
- It will take us longer to process your return and issue your refund if you do not fill in all lines that apply for each qualifying child.

Qualifying Child Information	Child 1	Child 2	Child 3
1 Child's name If you have more than three qualifying children, you only have to list three to get the maximum credit.	First name Last name Tyleah Moorer	First name Last name	First name Last name
2 Child's SSN The child must have an SSN as defined in the Form 1040A or Form 1040 instructions unless the child was born and died in 2009. If your child was born and died in 2009 and did not have an SSN, enter 'Died' on this line and attach a copy of the child's birth certificate, death certificate, or hospital medical records.	656-14-2633		
3 Child's year of birth	Year 2002 *If born after 1990 AND the child was younger than you (or your spouse, if filing jointly), skip lines 4a and 4b; go to line 5.*	Year *If born after 1990 AND the child was younger than you (or your spouse, if filing jointly), skip lines 4a and 4b; go to line 5.*	Year *If born after 1990 AND the child was younger than you (or your spouse, if filing jointly), skip lines 4a and 4b; go to line 5.*
4a Was the child under age 24 at the end of 2009, a student, and younger than you (or your spouse, if filing jointly)?	☐ **Yes.** ☐ **No.** ***Go to line 5.*** ***Continue.***	☐ **Yes.** ☐ **No.** ***Go to line 5.*** ***Continue.***	☐ **Yes.** ☐ **No.** ***Go to line 5.*** ***Continue.***
b Was the child permanently and totally disabled during any part of 2009?	☐ **Yes.** ☐ **No.** ***Continue.*** The child is not a qualifying child.	☐ **Yes.** ☐ **No.** ***Continue.*** The child is not a qualifying child.	☐ **Yes.** ☐ **No.** ***Continue.*** The child is not a qualifying child.
5 Child's relationship to you (for example, son, daughter, grandchild, niece, nephew, foster child, etc)	Daughter		
6 Number of months child lived with you in the United States during 2009 • If the child lived with you for more than half of 2009 but less than 7 months, enter '7'. • If the child was born or died in 2009 and your home was the child's home for the entire time he or she was alive during 2009, enter '12'.	12 months *Do not enter more than 12 months.*	____ months *Do not enter more than 12 months.*	____ months *Do not enter more than 12 months.*

Form **8812**

Department of the Treasury Internal Revenue Service (99)

Additional Child Tax Credit

Complete and attach to Form 1040, Form 1040A, or Form 1040NR.

OMB No. 1545-0074

2009

Attachment Sequence No. **47**

Name(s) shown on return: Athena McCray-Moorer

Your social security number: 264-87-9836

Part I All Filers

1	**1040 filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51). **1040A filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33). **1040NR filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 47). If you used Pub 972, enter the amount from line 8 of the worksheet on page 4 of the publication.		1	1,000.
2	Enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 47		2	0.
3	Subtract line 2 from line 1. If zero, **stop;** you cannot take this credit		3	1,000.
4a	Earned Income (see instructions)	4a 6,431.		
b	Nontaxable combat pay (see instructions)	4b		
5	Is the amount on line 4a more than $3,000? ☐ **No.** Leave line 5 blank and enter -0- on line 6. ☒ **Yes.** Subtract $3,000 from the amount on line 4a. Enter the result	5 3,431.		
6	Multiply the amount on line 5 by 15% (.15) and enter the result		6	515.
	Next. Do you have three or more qualifying children? ☒ **No.** If line 6 is zero, **stop;** you cannot take this credit. Otherwise, skip Part II and enter the **smaller** of line 3 or line 6 on line 13. ☐ **Yes.** If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on line 13. Otherwise, go to line 7.			

Part II Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see the instructions	7		
8	**1040 filers:** Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code 'UT' and entered on the dotted line next to line 60. **1040A filers:** Enter -0-. **1040NR filers:** Enter the total of the amounts from Form 1040NR, line 53, plus any taxes that you identified using code 'UT' and entered on the dotted line next to line 57.	8		
9	Add lines 7 and 8	9		
10	**1040 filers:** Enter the total of the amounts from Form 1040, lines 64a and 69. **1040A filers:** Enter the total of the amount from Form 1040A, line 41a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 44 (see instructions). **1040NR filers:** Enter the amount from Form 1040NR, line 63.	10		
11	Subtract line 10 from line 9. If zero or less, enter -0-		11	
12	Enter the **larger** of line 6 or line 11		12	
	Next, enter the **smaller** of line 3 or line 12 on line 13.			

Part III Additional Child Tax Credit

13	**This is your additional child tax credit**	13	515.

Enter this amount on Form 1040, line 65, or Form 1040A, line 42, or Form 1040NR, line 61.

SCHEDULE M
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Making Work Pay and Government Retiree Credits

► Attach to Form 1040A, 1040, or 1040NR. ► See separate instructions.

OMB No. 1545-0074

2009

Attachment Sequence No. **166**

Name(s) shown on return: Athena McCray-Moorer

Your social security number: 264-87-9836

1 a Important: See the instructions if you can be claimed as someone else's dependent or are filing Form 1040NR. Check the 'No' box below and see the instructions if **(a)** you have a net loss from a business, **(b)** you received a taxable scholarship or fellowship grant not reported on a Form W-2, **(c)** your wages include pay for work performed while an inmate in a penal institution, **(d)** you received a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, or **(e)** you are filing Form 2555 or 2555-EZ.

Do you (and your spouse if filing jointly) have 2009 wages of more than $6,451 ($12,903 if married filing jointly)?

☐ **Yes.** Skip lines 1a through 3. Enter $400 ($800 if married filing jointly) on line 4 and go to line 5.

☒ **No.** Enter your earned income (see instructions) . . . . . 1a 6,431.

b Nontaxable combat pay included on line 1a (see instructions) 1b

2 Multiply line 1a by 6.2% (.062) . . . . . 2 399.

3 Enter $400 ($800) if married filing jointly) . . . . . 3 400.

4 Enter the **smaller** of line 2 or line 3 (unless you checked 'Yes' on line 1a) . . . . . 4 399.

5 Enter the amount from Form 1040, line 38*, or Form 1040A, line 22 . . . . . 5 6,431.

6 Enter $75,000 ($150,000 if married filing jointly) . . . . . 6 75,000.

7 Is the amount on line 5 more than the amount on line 6?

☒ **No.** Skip line 8. Enter the amount from line 4 on line 9 below.

☐ **Yes.** Subtract line 6 from line 5 7

8 Multiply line 7 by 2% (.02) 8

9 Subtract line 8 from line 4. If zero or less, enter -0- . . . . . 9 399.

10 Did you (or your spouse, if filing jointly) receive an economic recovery payment in 2009? You may have received this payment if you received social security benefits, supplemental security income, railroad retirement benefits, or veterans disability compensation or pension benefits (see instructions).

☒ **No.** Enter -0- on line 10 and go to line 11.

☐ **Yes.** Enter the total of the payments received by you (and your spouse, if filing jointly). Do not enter more than $250 ($500 if married filing jointly) . . . . . 10 0.

11 Did you (or your spouse, if filing jointly) receive a pension or annuity in 2009 for services performed as an employee of the U.S. Government or any U.S. state or local government from work **not** covered by social security? Do not include any pension or annuity reported on Form W-2.

☒ **No.** Enter -0- on line 11 and go to line 12.

☐ **Yes.** • If you checked 'No' on line 10, enter $250 ($500 if married filing jointly and the answer on line 11 is 'Yes' for both spouses)
• If you checked 'Yes' on line 10, enter -0- (exception: enter $250 if filing jointly and the spouse who received the pension or annuity did not receive an economic recovery payment described on line 10) . . . . . 11 0.

12 Add lines 10 and 11 . . . . . 12 0.

13 Subtract line 12 from line 9. If zero or less, enter -0- . . . . . 13 399.

14 **Making work pay and government retiree credits.** Add lines 11 and 13. Enter the result here and on Form 1040, line 63; Form 1040A, line 40; or Form 1040NR, line 60 . . . . . 14 399.

*If you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico, see instructions.

Federal Carryover Worksheet 2009

► Keep for your records

Name(s) Shown on Return	Social Security Number
Athena McCray-Moorer	264-87-9836

2008 State and Local Income Tax Information (See Tax Help)

(a) State or Local ID	(b) Paid With Extension	(c) Estimates Pd After 12/31	(d) Total With-held/Pmts	(e) Paid With Return	(f) Total Over-payment	(g) Applied Amount
Totals . .						

Other Tax and Income Information		2008	2009
1 Filing status	1		4 HH
2 Number of exemptions for blind or over 65 (0 - 4)	2		
3 Itemized deductions after limitation	3		0.
4 Check box if required to itemize deductions	4	☐	☐
5 Adjusted gross income	5		6,431.
6 Tax liability for Form 2210 or Form 2210-F	6		0.
7 Alternative minimum tax	7		
8 Federal overpayment applied to next year estimated tax	8		

QuickZoom to the IRA Information Worksheet for IRA information ►

Excess Contributions		2008	2009
9 a Taxpayer's excess Archer MSA contributions as of 12/31	9 a		
b Spouse's excess Archer MSA contributions as of 12/31	b		
10 a Taxpayer's excess Coverdell ESA contributions as of 12/31	10 a		
b Spouse's excess Coverdell ESA contributions as of 12/31	b		
11 a Taxpayer's excess HSA contributions as of 12/31	11 a		
b Spouse's excess HSA contributions as of 12/31	b		

Loss and Expense Carryovers			2008	2009
12 a Short-term capital loss		12 a		
b AMT Short-term capital loss		b		
13 a Long-term capital loss		13 a		
b AMT Long-term capital loss		b		
14 a Net operating loss available to carry forward		14 a		
b AMT Net operating loss available to carry forward		b		
15 a Investment interest expense disallowed		15 a		
b AMT Investment interest expense disallowed		b		
16 Nonrecaptured net Section 1231 losses from:	a 2009 . . .	16 a		
	b 2008 . . .	b		
	c 2007 . . .	c		
	d 2006 . . .	d		
	e 2005 . . .	e		
	f 2004 . . .	f		

Ira Avila

From: DeNomme, Denise CIV ITT-GMASS HR Manager [Denise.Denomme@arifjan.arcent.army.mil]
Sent: Monday, March 13, 2006 11:32 AM
To: Ira Avila
Cc: Juliet Datby; anu@krhkw.com; Scott, Robert CIV ITT GMASS Project Manager; Rollings, Phyllis Joy CTR CFLCC/3A-AMC; Porras, Sonya CTR CFLCC/3A-AMC; Monroe, Dawn CTR CFLCC 3A-AMC; Pillai, Anoop CTR CFLCC/3A-AMC; McCall, Ronald CTR CFLCC/3A-AMC; Hodge, Ray CTR CFLCC/3A-AMC; O'Mara, John CIV ITT GMASS Supply Manager
Subject: FW: Letter of Resignation

Importance: High

Follow Up Flag: Follow up
Flag Status: Red

Attachments: Trumaine Moorer Statment.doc

Trumaine Moorer Statment.doc (...

Ira,

Please prepare an entitlements letter for Mr. Moorer per his resignation below. He did complete one full year so he will only owe for repayment of his sign-on bonus.

Juliet / Anu -- he left without clearing through proper channels to cancel his residency.

Thanks, Denise

Denise DeNomme
Human Resources Manager - GMASS
ITT Middle East Office, Kuwait
Office +965-389-4581
DSN +318-430-4581
denise.denomme@arifjan.arcent.army.mil

-----Original Message-----
From: McCall, Ronald CTR CFLCC/3A-AMC
Sent: Monday, March 13, 2006 7:04 AM
To: DeNomme, Denise CIV ITT-GMASS HR Manager; Rollings, Phyllis Joy CTR CFLCC/3A-AMC
Cc: O'Mara, John CIV ITT GMASS Supply Manager; Scott, Robert CIV ITT GMASS Project Manager; Hodge, Ray CTR CFLCC/3A-AMC
Subject: FW: Letter of Resignation
Importance: High

This is the resignation message that I received from Mr. Moorer. Also attached is a copy of the statement from Deedy Neal about the events surrounding his resignation. I had no prior knowledge that Mr. Moorer was even considering resigning.

Ronald McCall
CRSP Supervisor
ITT GMASS
Cell: 658-6272
-----Original Message-----
From: Neal, Deedy CTR CFLCC/3A-AMC
Sent: Sunday, March 12, 2006 10:11 PM
To: McCall, Ronald CTR CFLCC/3A-AMC
Subject: FW: Letter of Resignation
Importance: High

1

DEFENDANT'S TRIAL EXHIBIT 49

NS-MOOR_000917

As requested

DEEDY NEAL
CRSP NIGHTSHIFT LEAD/
SUPPLY DEPT REP
Deedy.Neal@arifjan.arcent.army.mil
MOB: 720-7540
-----Original Message-----
From: Trumaine Moorer [mailto:noshly5@hotmail.com]
Sent: Sunday, March 12, 2006 4:36 AM
To: Neal, Deedy CTR CFLCC/3A-AMC
Cc: Mccall.Ronald@arifjan.arcent.army.mil
Subject: Letter of Resignation

Dear Mr. Ronald Mccall,

This is my letter of resignation effective March 10, 2006. I regret having to resign at the spare of the moment like this. Because of health

reason Im forced to go back to the United States as soon as possible. In the past year of 2005 I've missed three months of work on the contract because of the same problem. I've went to the International hospital in Kuwait for this problem and got a CT scan. The Doctor could not come up with a medical solution and she referred me back to my family Doctor in the United States.
Therefore I must resign for medical reasons. I've really enjoy working with everyone at the CRSP. I enjoyed the work and all of my co-workers.
Thanks
for giving me the opportunity to work with you all.

Sincerely

Trumaine Moorer

Is your PC infected? Get a FREE online computer virus scan from McAfee(r) Security. http://clinic.mcafee.com/clinic/ibuy/campaign.asp?cid=3963

Trumaine V. Moorer, #30647
247-23-9317

Plan Type	Plan Code	Coverage Amount	Start Date	Stop Date	Description of Coverage
DN	KMDN		5/9/2011	8/26/2011	Dental, Family Coverage (4 dependents)
EL	ADDB	$71,000	5/9/2011	8/26/2011	Basic AD&D (2x annual salary)
EL	ADDF	$71,000	5/9/2011	8/26/2011	Voluntary Family AD&D (2x annual salary)
EL	EMSL	$50,000	5/9/2011	8/26/2011	Optional Employee Life
EL	KDSL	$10,000	5/9/2011	8/26/2011	Optional Child Life
EL	LIFB	$71,000	5/9/2011	8/26/2011	Basic Life (2x annual salary)
EL	SPSL	$25,000	5/9/2011	8/26/2011	Optional Spouse Life
HL	EPOC		5/9/2011	8/26/2011	Medical, UHC EPO, Family Coverage (4 dependents)
HL	KVSP		5/9/2011	8/26/2011	Vision, Family Coverage (4 dependents)
RS	DWAV		5/9/2011	8/26/2011	No Dependent FSA
RS	MWAV		5/9/2011	8/26/2011	No Health Care FSA

DEFENDANT'S TRIAL EXHIBIT 51

NS-MOOR_002353

APPLICATION FOR EMPLOYMENT

TOWN OF ST. GEORGE
PO BOX 904
305 RIDGE STREET
ST. GEORGE, SC 29477
843-563-3032

This company is an equal opportunity employer and will not discriminate against any applicant on the basis of any characteristic that is protected by state or federal law. THIS COMPANY IS AN AT-WILL EMPLOYER, MEANING THAT EITHER THE EMPLOYER OR EMPLOYEE CAN END THE EMPLOYMENT RELATIONSHIP AT ANY TIME AND FOR ANY REASON OR NO REASON.

Position Applied For: Police Officer Date of Application 10-15-09

Date You Can Start: 11-01-09 Birthdate: 06-11-73

Name Trumaine Moorer Social Security# 247-23-9317

Present Address 217 Roosevelt St, St. George, S.C. 29477
Street City State Zip

Telephone# (843) 563-4851 Drivers License# 008973703

List previous address if address has changed during the past 5 years.

N/a
Street City State Zip from (date) to

Are there any hours or days of the week you cannot work? No If so, when?

Salary Desired $28,000 Type of Employment ✓ Full Time ___ Part Time

Are you employed now? Yes May we contact your present employer? Yes

Have you ever been employed with the Town before or have any relatives currently working?

✓ yes ___ no What relationship are they to you?

PERSONAL REFERENCES

List two personal references who have known you at least two years. (Do not list any relatives)

1) Judge Stroman-Boyd, Columbia, S.C. (803) 576-2530 5 years
name address phone # years known

2) Ben Singleton, Summerville, S.C. (843) 670-2570 15 years
name address phone # years known

DEFENDANT'S TRIAL EXHIBIT 53

NS-MOOR_001944

EMPLOYMENT APPLICATION
TOWN OF ST. GEORGE

EMPLOYMENT RECORD

Starting with your present or most recent employer, list your last four employers.

Employment Date	Name and Address of Employer	Salary	Position	Reason for leaving
02/09 to Present	Kingdom Carwash 5507 Memorial Blvd St. George, SC 29477	Straight Commission	manager	Present
08/06 to 09/08	Norfolk Southern Railroad Rich Street North Charleston, S.C.	$40,000 per year	Conductor	Injuried on the job
06/04 to 03/06	Itt. Industries Kuwait (Middle East)	$80,000 per year	Supply Tech	Came back to united states
06/03 to 06/04	Richland County Court Administration 201 John Mark Dial Columbia, S.C.	$25,000 per year	Criminal Law clerk	Better financial benefits

Have you ever been convicted of a felony? ____yes ✓ no

If yes, explain in detail_____

_____

EDUCATION

	NAME AND ADDRESS OF SCHOOL ATTENDED	NO. OF YRS. ATTENDED	DID YOU GRADUATE?	SUBJECT/ MAJOR
HIGH SCH.	St. George High School 1600 Minus St. St. George, S.C.	4 years	Yes	College Prep
COLLEGE	Gupton & Jones Atlanta, Ga	1 year	Yes	Mortuary science
TRADE/BUS.	Intensified Business Dorchester, S.C.	6 months	Yes	Business

EMPLOYMENT APPLICATION
TOWN OF ST. GEORGE

HEALTH INFORMATION

Do you have, or have you ever had any of the following physical conditions? Answer yes or no (If yes, explain on separate sheet)

	Yes	No		Yes	No
Tuberculosis		✓	Oseomyelitis		✓
Asthma		✓	Allergy	✓	
Emphysema		✓	Hemophilia		✓
Diabetes		✓	High Blood Pressure		✓
Epilepsy		✓	Heart Trouble		✓
Venereal Disease		✓	Arteriosclerosis		✓
Rheumatism/Gout		✓	Mental Disorders		✓
Rupture or Hernia		✓	Nervous Disorders		✓
Back Trouble/Injury		✓	Neck Trouble/Injury		✓
Hearing Defects		✓	Eye Defects		✓

PLEASE READ BEFORE SIGNING

I understand that the Town of St. George may investigate all of the statements made on this application form and that any misrepresentation or omission is cause for dismissal.

I further understand that this application will receive active consideration for thirty (30) days only.

Dwumaine Moore — *Signature*

10-15-09 — *Date*

OFFICE USE ONLY

Police Record Check _____ **Pass** _____ **Fail** **Initials**_____

Interviewed _____

Date of Hire_____ **Application Denied**_____

SOUTH CAROLINA CRIMINAL JUSTICE ACADEMY
5400 Broad River Road
Columbia, South Carolina 29212-3540
(803) 896-7802
* * * * * *

MEDICAL HISTORY, EXAMINATION, AND FITNESS FOR TRAINING

TO THE EMPLOYER:

This form is inappropriate for use as a pre-offer inquiry under existing State and Federal law. THIS FORM SHOULD NOT BE USED UNTIL A CONDITIONAL OFFER OF EMPLOYMENT IS MADE. Once a conditional offer of employment is made, you may use this form and the accompanying medical examination to determine if the applicant can perform the essential functions necessary to successfully complete training at the Criminal Justice Academy. All inquiries should focus on the applicant's ability to perform the position being sought, not focus on any perceived physical or mental disability which would exclude the applicant.

REPORT OF EXAMINATION
To be on file at the Academy

TO THE CANDIDATE:
All information MUST be completed. Please type or print legibly and provide to your examining physician. Attach additional sheets/documentation as necessary. By my signature, I certify that there are no willful misrepresentations, omissions or falsifications in my answers below and the answers given are true to the best of my knowledge and belief. Any falsification, withholding or failure to answer all questions completely and accurately may disqualify me from receiving training and/or certification as a law enforcement officer. I understand this information will be used to determine whether I am medically capable of performing the essential functions and physical demands of the training at the South Carolina Criminal Justice Academy. **Medical information regarding my ability to perform these functions and demands will be made available to the South Carolina Criminal Justice Academy and I do, hereby, waive any privacy rights I may have under HIPAA (110 Stat. 1936) with regard to this examination and any medical treatment I may need during my period of training at the South Carolina Criminal Justice Academy.**

Candidate's Signature Daurraine Moorer **Date:** 3-31-10

CANDIDATE'S NAME: Trumaine Moorer

CANDIDATE'S SOCIAL SECURITY NUMBER: 247-23-9317

Form Approved 1/20/10

DEFENDANT'S TRIAL EXHIBIT 54
1487

CANDIDATE'S EMPLOYING LAW ENFORCEMENT AGENCY: Saint George Police Department

CANDIDATE'S DATE OF BIRTH: 04/11/1973 CANDIDATE'S AGE: 36

CANDIDATE'S HOME ADDRESS: 217 Roosevelt Street

Saint George, S.C 29477

CANDIDATE'S HOME TELEPHONE NUMBER: (843) 563-4851

EMERGENCY CONTACT PERSON: Athena Moorer

TELEPHONE NUMBER FOR EMERGENCY CONTACT: (843) 560-6174

1. Do you have or have you ever had:

	YES	NO
Measles		✓
Bronchitis		✓
Mumps		✓
Chickenpox		✓
Polio		✓
Seizures		✓
Pneumonia		✓
Tuberculosis (TB)		✓
Cancer		✓
Diabetes		✓
Blood Problems		✓
High Blood Pressure		✓*
Heart Problems		✓
Kidney Problems		✓
Ulcers		✓
Arthritis		✓
Hernia		✓
Skin Problems		✓
Back Problems		✓
Asthma		✓
Hemorrhoids		✓
Mental Illness		✓
Hepatitis		✓
Lung Problems		✓
Surgery		✓**

2. Are you allergic to any medicines, food or other substances? none

3. Do you use:

	Yes/No/ How Much?/ In Past?
Cigarettes	No
Cigars	✓
Alcohol	✓
Drugs	✓

4. List all medications you take regularly: none

5. Family History: Have your mother, father, sister or brother had the following:

	YES	NO
Diabetes		✓
Tuberculosis (TB)		✓
High Blood Pressure		✓
Heart Disease		✓
Cancer		✓

Significant Injury	___	___ [ii]	Stroke	___	___
High Cholesterol or High Triglycerides	___	___ [***]			
Diabetic	___	___ [iii]			

*High Blood Pressure – If Yes, Explain: ~~~

Systolic _____ Diastolic _____

[i]Heart Problems – If Yes, Explain: ~~~

**Surgery – If Yes, Explain: ~~~

[ii]Significant Injury – If Yes, Explain: ~~~

***High Cholesterol or High Triglycerides – If Yes, Explain: ~~~

[iii]Diabetic – If Yes, Type 1 OR Type 2
Explain: ~~~

6. Current Occupation: Police

7. Job you have held longest: Police

8. Have you ever been exposed to fumes, dust, chemicals, loud noise or radiation at work or elsewhere? YES (NO)
If Yes, Explain: _____

9. Have you ever been unable to hold a job because of medical reasons? YES (NO)
If Yes, Explain: _____

10. Have you ever received Workers' Compensation? YES (NO)
If Yes, Explain: _____

11. Have you lost time from work for medical reasons in the past five years? YES (NO)
If Yes, Explain: _____

12. Have you ever suffered a back or pelvis injury? YES (NO)
If Yes, Explain: _____

13. Have you ever been injured in an automobile accident? YES (NO)
If Yes, Explain: _____

14. Have you ever been injured in an industrial accident? YES NO
If Yes, Explain: _____

15. Do you have any medical disability? YES NO
If Yes, Explain: _____

16. Have you ever experienced an injury to any bones or joints? YES NO
If Yes, Explain: _____

17. Have you ever experienced any shortness of breath? YES NO
If Yes, Explain: _____

18. Do you have any respiratory disorders (Asthma, etc...)? YES NO
If Yes, Explain: _____

19. Do you have any allergies (Drug, Food, Insects, etc...)? YES NO
If Yes, List: _____

20. Are you pregnant? YES NO **If No, do not answer questions 20(a)-20(h).**

If Yes:

(a) What trimester are you in? _____

(b) What is your due date? _____

(c) Have you ever miscarried? YES NO
If Yes, Explain: _____
_____

(d) Do you currently have any known complications related to your pregnancy (high blood pressure, gestational diabetes, etc...)? YES NO
If Yes, Explain: _____
_____

(e) Have you had any complications during any prior pregnancies and/or deliveries?
YES NO N/A
If Yes, Explain: _____
_____

(f) Have you ever had a caesarean section? YES NO N/A
If Yes, Explain: _____
_____

(g) **OB/GYN PHYSICIAN'S NAME:** _____

(h) **OB/GYN PHYSICIAN'S PHONE:** _____

21. Have you had any surgery during the past 12 months? YES (NO)
If Yes, Explain: _____

22. Are you presently involved in an exercise program? YES (NO)
If Yes, Explain: _____

If No, when was the last time you were involved in an exercise program and what did that exercise program entail? police

23. How do you rate your overall health?

Poor _____ Fair _____ Good _____ Excellent X

Explain: _____

TO THE PHYSICIAN:

All information MUST be completed. Please type or print legibly and return to the Law Enforcement Candidate and/or the Employing Law Enforcement Agency. Attach additional sheets/documentation as necessary.

It is the primary consideration of the South Carolina Criminal Justice Academy to safeguard the health and well-being of all candidates participating in our training. **Therefore, all candidates for training at the South Carolina Criminal Justice Academy should be free of any medical, mental, psychological, or other conditions which may interfere with his/her ability to safely participate in and successfully perform law enforcement activities.** Below is a listing of program curriculum and proficiency performance areas for Physician review and consideration in conjunction with the Physician's knowledge regarding the candidate's past and current medical condition. The program curriculum and proficiency performance areas include, but are not limited to:

- Complete formation runs of various distances up to 5.0 miles in length in a timely manner, without stopping (Class 1 Law Enforcement Officer)
- Participate in 90 minute long physical training sessions designed to increase strength and endurance (Class 1 Law Enforcement Officer)
- Tolerate exposure to extreme heat/cold/humidity/inclement weather
- Climb, crawl, wrestle, jump, lift and drag heavy weights
- Visually distinguish targets on a firing range at distances of up to 75 yards

- Safely operate a motor vehicle at various speeds, including very high speeds, and under varying conditions, including with police lights and sirens activated (Class 1 Law Enforcement Officer)
- Tolerate loud noises (sudden and sustained) to include sirens, weapons firing, and other percussions
- Safely handle various types of weapons, including, but not limited to firearms, tazers, OC Spray (Pepper Spray), Impact Weapons (Asp, Baton, etc...). This includes being able to independently hold and fire a firearm with either hand (fire one handed).
- Tolerate the psychological stresses of law enforcement work, including working swing shifts, observing and assisting with traumatic incidents (deciding to discharge weapon in protection of self or others; responding to serious crimes in progress; responding to child abuse cases; death and dismemberment scenes; and other acts of extreme malice, etc...), work long hours without the possibility of relief (emergency situations, etc...), and high stress incidents (active shooter incidents, etc...)
- Participate in physically rigorous defensive tactics training including, but not limited to:
  1) joint manipulation
  2) handcuffing (hands extended behind back)
  3) take down techniques (prone position flat on stomach)
  4) kicks and strikes utilizing padded bags for protection
  5) bending at the waist
  6) Kneel on knees (together and individually) unsupported
- Complete a physical agility assessment course, including, but not limited to: running up and down stairs, jumping through an open window, and dragging a 170 lbs dead weight bag (Class 1 Law Enforcement Officer)
- Physical activity and engagements in scenario based training sessions
- Tolerate exposure to various gas/chemical elements (Pepper Spray, OC Spray, Tear Gas, etc...)
- Sit in a desk chair for up to ten (10) hours at a time
- Sustain this level of functioning for 12-14 hours per day for at least 5 days per week

PHYSICIAN'S NAME: C W Wimberly JR.

PHYSICIAN'S ADDRESS: 202 Ridge ST.
ST. George S.C. 29477

PHYSICIAN'S PHONE: 843 563-6077

PATIENT/CANDIDATE'S NAME: TRumane Moore

PATIENT/CANDIDATE'S SOCIAL SECURITY NUMBER:
247-23-9317

Height 6' 3½" Weight 244

Blood Pressure 140/81 Pulse 84

Visual Acuity R 20/20 L 20/20 Without correction

R _____ L _____ With correction

Color Vision Normal

	Normal	Abnormal	Explanation
Eyes	✓		
Ears	✓		
Hearing	✓		
Nose	✓		
Throat	✓		
Mouth	✓		
Neck	✓		
Chest/Lungs	✓		
Heart	✓		
Abdomen	✓		
Hernia	✓		
Genitourinary	✓		
Back	✓		
Extremities			
Upper	✓		
Lower	✓		
Neurologic	✓		
Psychological	✓		
Skin	✓		

TB Skin Test 4-9-10 @ mon Negative - (Rx)

U.A. pH 6 s.g. 1020 Chemistry hoy

THE ABOVE NAMED PATIENT/CANDIDATE IS:

a. X Medically **SUITABLE** for training at the SC Criminal Justice Academy, **OR**

b. _____ Medically **UNSUITABLE** for training at the SC Criminal Justice Academy for the following reason(s): _____

Comments: N/A Dr

The medical history and physical examination results for this Candidate are on file in the Physician's office at the above address and will be made available to the Criminal Justice

Academy in full upon request. The Candidate has been informed of the examination results and the presence of any conditions which may need follow-up evaluation and/or treatment. If questions of suitability should arise during the course of training, a candidate may be required to obtain follow-up medical evaluation at the expense of the candidate or his/her employer.

ATTESTATION: I have reviewed the activities that this candidate for law enforcement training will be required to participate in during his/her training at the South Carolina Criminal Justice Academy. I have conducted a complete physical examination of this candidate and attest that he/she (X is) (_____ is not) medically suitable to participate in the training program at the Academy.

Date: 3-31-10 _____ **Physician's Signature**

Date: 3-31-10 _____ **Candidate's Signature**

NOTE: All information must be completed above, the Physician must check medically suitable/unsuitable and sign and date this page. The Candidate must also sign and date this page.

TO THE CANDIDATE:

This section is to remain blank until you report to the South Carolina Criminal Justice Academy for training.

ATTESTATION: I have reviewed this Medical History, Examination, and Fitness for Training form and hereby attest that answers I provided are **STILL** true to the best of my knowledge. I further attest that I have fully disclosed my medical history and current physical condition through this form. **Additionally, I agree to inform the staff of the South Carolina Criminal Justice Academy as soon as is reasonably possible if I become aware any of the information I have provided through this form has changed or is untrue.**

Date: 3-31-10 _____ **Candidate's Signature**

OMB No 1545-0008 42

Form **W-2 Wage and Tax Statement 2011**

c Employer's name, address, and ZIP code
TOWN OF ST GEORGE
PO BOX 904
305 RIDGE ST
ST GEORGE, SC 29477

e Employee's name, address, and ZIP
TRUMAINE V MOORER
217 ROOSEVELT STREET
ST GEORGE, SC 29477

7 Social security tips	1 Wages, tips, other comp. 25220.95	2 Federal income tax withheld 961.55	
8 Allocated tips	3 Social security wages 26983.00	4 Social security tax withheld 1133.29	
9	5 Medicare wages and tips 26983.00	6 Medicare tax withheld 391.24	
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12	
13 [ ] [X] [ ]	14 Other BENEV 97.65 HEALTH 125.28 PDRET 1,762.05	12b	
b Employer identification no. 576001102		12c	
d Employee's social security no. 247-23-9317		12d	

15 State	Employer's state I. D. no.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
SC	250316581	25,220.95	926.55			

Copy B To be filed with employee's FEDERAL tax return This information is being furnished to the Internal Revenue Service Dept. of Treasury - IRS

OMB No 1545-0008 This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form **W-2 Wage and Tax Statement 2011**

c Employer's name, address, and ZIP code
TOWN OF ST GEORGE
PO BOX 904
305 RIDGE ST
ST GEORGE, SC 29477

e Employee's name, address, and ZIP code
TRUMAINE V MOORER
217 ROOSEVELT STREET
ST GEORGE, SC 29477

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13 [ ] [X] [ ]	14 Other BENEV 97.65 HEALTH 125.28 PDRET 1,762.05	12b	
b Employer identification no 576001102		12c	
d Employee's social security no. 247-23-9317		12d	

15 State	Employer's state I. D. no.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
SC	250316581	25,220.95	926.55			

Copy C For EMPLOYEE'S RECORDS (See Notice to Employee on back of Copy B.) Dept. of Treasury - IRS

OMB No 1545-0008

Form **W-2 Wage and Tax Statement 2011**

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PO BOX 904
305 RIDGE ST
ST GEORGE, SC 29477

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10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 1	
13 [ ] [X] [ ]	14 Other BENEV 97.65 HEALTH 125.28 PDRET 1,762.05	12b	
b Employer identification no 576001102		12c	
d Employee's social security no 247-23-9317		12d	

15 State	Employer's state I. D. no	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
SC	250316581	25,220.95	926.55			

Copy 2 To Be Filed With Employee's State, City or Local Income Tax Return OMB No. 1545-0008 Dept of the Treasury - IRS

Form **W-2 Wage and Tax Statement 2011**

c Employer's name, address and ZIP code
TOWN OF ST GEORGE
PO BOX 904
305 RIDGE ST
ST GEORGE, SC 29477

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13 [ ] [X] [ ]	14 Other BENEV 97.65 HEALTH 125.28 PDRET 1,762.05	12b	
b Employer identification no 576001102		12c	
d Employee's social security no. 247-23-9317		12d	

15 State	Employer's state I. D. no	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax
SC	250316581	25,220.95	926.55		

Copy 2 To Be Filed With Employee's State, City or Local Income Tax Return OMB No. 1545-0008

IRS

DEFENDANT'S TRIAL EXHIBIT 55

PLT-MOORER_000527

TOWN OF ST GEORGE

FY 2011-2012 EMPLOYEE CHECK DETAIL REPORT BY NAME

DATES: 01/01/2010 TO 03/31/2012

CHECK NO	CHECK DATE	PAY DATE	GROSS/ NET	FICA/ MEDICARE	STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********			******* TAXES *******	
MOORER, TRUMAINE V			247-23-9317	CLASS: 002	DEPT: 5510	LOC: 1	CAT:
					707.53		
8870	02/12/2010	02/11/2010	756.72	756.72	707.53	46.92	62.81
			548.84	756.72	756.72	10.97	37.99
		DEDUCTIONS:	PDRET	49.19			
					DED TOTAL:		49.19
		PAY TYPE/ACCT:	REGULAR	HRS 72.00	AMT 756.72	10-5510-5000	
					835.28		
8903	02/25/2010	02/24/2010	893.35	893.35	835.28	55.39	0.00
			744.43	893.35	893.35	12.95	22.51
		DEDUCTIONS:	PDRET	58.07			
					DED TOTAL:		58.07
		PAY TYPE/ACCT:	HOLIDAY	HRS 8.00	AMT 84.08	10-5510-5000	
			REGULAR	HRS 77.00	AMT 809.27	10-5510-5000	
					955.66		
8966	03/12/2010	03/11/2010	1,022.10	1,022.10	955.66	63.37	0.57
			846.81	1,022.10	1,022.10	14.82	30.09
		DEDUCTIONS:	PDRET	66.44			
					DED TOTAL:		66.44
		PAY TYPE/ACCT:	REGULAR	HRS 86.00	AMT 903.86	10-5510-5000	
			OVERTIME	HRS 7.50	AMT 118.24	10-5510-5000	
					831.19		
9010	03/26/2010	03/25/2010	903.86	889.94	831.19	55.18	0.00
			740.86	889.94	903.86	12.90	22.25
		DEDUCTIONS:	PDRET	58.75			
			CCP	13.92			
					DED TOTAL:		72.67
		PAY TYPE/ACCT:	REGULAR	HRS 86.00	AMT 903.86	10-5510-5000	
					176.88		
9045	03/26/2010	03/25/2010	189.18	189.18	176.88	11.73	0.00
			162.41	189.18	189.18	2.74	0.00
		DEDUCTIONS:	PDRET	12.30			
					DED TOTAL:		12.30
		PAY TYPE/ACCT:	OVERTIME	HRS 12.00	AMT 189.18	10-5510-5000	

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 01/01/2010 TO 03/31/2012

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE	STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
						********** WAGES **********	******* TAXES *******	
9076	04/09/2010	04/08/2010		1,023.76	1,009.84	943.30		
				687.48	1,009.84	943.30	62.61	0.00
						1,023.76	14.64	29.31
			DEDUCTIONS:	PDRET	66.54			
				CCP	13.92			
				DSS	149.26			
						DED TOTAL:		229.72
			PAY TYPE/ACCT:	REGULAR	HRS 78.50	AMT 841.52 10-5510-5000		
				HOLIDAYW	HRS 8.50	AMT 182.24 10-5510-5000		
9126	04/23/2010	04/22/2010		1,549.04	1,535.12	1,434.43		
				1,052.45	1,535.12	1,434.43	95.18	51.99
						1,549.04	22.26	63.29
			DEDUCTIONS:	PDRET	100.69			
				CCP	13.92			
				DSS	149.26			
						DED TOTAL:		263.87
			PAY TYPE/ACCT:	OVERTIME	HRS 39.00	AMT 627.12 10-5510-5000		
				REGULAR	HRS 86.00	AMT 921.92 10-5510-5000		
9201	05/07/2010	05/06/2010		1,114.88	1,100.96	1,028.49		
				752.28	1,100.96	1,028.49	68.26	7.85
						1,114.88	15.96	34.88
			DEDUCTIONS:	PDRET	72.47			
				CCP	13.92			
				DSS	149.26			
						DED TOTAL:		235.65
			PAY TYPE/ACCT:	OVERTIME	HRS 12.00	AMT 192.96 10-5510-5000		
				REGULAR	HRS 86.00	AMT 921.92 10-5510-5000		
9241	05/21/2010	05/20/2010		1,082.72	1,068.80	998.42		
				729.76	1,068.80	998.42	66.27	4.84
						1,082.72	15.50	32.79
			DEDUCTIONS:	PDRET	70.38			
				CCP	13.92			
				DSS	149.26			
						DED TOTAL:		233.56
			PAY TYPE/ACCT:	REGULAR	HRS 86.00	AMT 921.92 10-5510-5000		
				OVERTIME	HRS 10.00	AMT 160.80 10-5510-5000		

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
							********** WAGES **********	******* TAXES *******	
							898.19		
9287	06/04/2010	06/03/2010		975.52	961.60		898.19	59.62	0.00
				648.90	961.60		975.52	13.94	26.47
		DEDUCTIONS:	PDRET	63.41					
			CCP	13.92					
			DSS	149.26					
							DED TOTAL:		226.59
		PAY TYPE/ACCT:	HOLIDAY	HRS 8.00	AMT		85.76 10-5510-5000		
			REGULAR	HRS 83.00	AMT		889.76 10-5510-5000		
							893.18		
9327	06/18/2010	06/17/2010		970.16	956.24		893.18	59.29	0.00
				644.60	956.24		970.16	13.87	26.16
		DEDUCTIONS:	PDRET	63.06					
			CCP	13.92					
			DSS	149.26					
							DED TOTAL:		226.24
		PAY TYPE/ACCT:	REGULAR	HRS 86.00	AMT		921.92 10-5510-5000		
			OVERTIME	HRS 3.00	AMT		48.24 10-5510-5000		
							1,291.60		
9399	07/02/2010	07/01/2010		1,396.28	1,382.36		1,291.60	85.71	34.16
				949.13	1,382.36		1,396.28	20.04	53.30
		DEDUCTIONS:	PDRET	90.76					
			CCP	13.92					
			DSS	149.26					
							DED TOTAL:		253.94
		PAY TYPE/ACCT:	REGULAR	HRS 86.00	AMT		921.92 10-5510-5000		
			OVERTIME	HRS 29.50	AMT		474.36 10-5510-5000		
							878.14		
9431	07/16/2010	07/15/2010		954.08	940.16		878.14	58.29	0.00
				631.75	940.16		954.08	13.63	25.21
		DEDUCTIONS:	PDRET	62.02					
			CCP	13.92					
			DSS	149.26					
							DED TOTAL:		225.20
		PAY TYPE/ACCT:	HOLIDAY	HRS 8.00	AMT		85.76 10-5510-5000		
			REGULAR	HRS 81.00	AMT		868.32 10-5510-5000		

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET		FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
								787.94		
9485	07/30/2010	07/29/2010		857.60		843.68		787.94	52.31	0.00
				554.61		843.68		857.60	12.23	19.53
			DEDUCTIONS:	PDRET	55.74					
				CCP	13.92					
				DSS	149.26					
								DED TOTAL:		218.92
			PAY TYPE/ACCT:	REGULAR	HRS	80.00	AMT	857.60 10-5510-5000		
								787.94		
9544	08/13/2010	08/12/2010		857.60		843.68		787.94	52.31	0.00
				554.61		843.68		857.60	12.23	19.53
			DEDUCTIONS:	PDRET	55.74					
				CCP	13.92					
				DSS	149.26					
								DED TOTAL:		218.92
			PAY TYPE/ACCT:	REGULAR	HRS	80.00	AMT	857.60 10-5510-5000		
								787.94		
9604	08/27/2010	08/26/2010		857.60		843.68		787.94	52.31	0.00
				554.61		843.68		857.60	12.23	19.53
			DEDUCTIONS:	PDRET	55.74					
				CCP	13.92					
				DSS	149.26					
								DED TOTAL:		218.92
			PAY TYPE/ACCT:	REGULAR	HRS	80.00	AMT	857.60 10-5510-5000		
								868.12		
9657	09/10/2010	09/09/2010		943.36		929.44		868.12	57.63	0.00
				623.17		929.44		943.36	13.48	24.58
			DEDUCTIONS:	PDRET	61.32					
				CCP	13.92					
				DSS	149.26					
								DED TOTAL:		224.50
			PAY TYPE/ACCT:	REGULAR	HRS	72.00	AMT	771.84 10-5510-5000		
				HOLIDAYW	HRS	8.00	AMT	171.52 10-5510-5000		
								1,141.25		
9689	09/24/2010	09/23/2010		1,235.48		1,221.56		1,141.25	75.74	19.13
				836.64		1,221.56		1,235.48	17.71	42.77
				PDRET	80.31					

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 01/01/2010 TO 03/31/2012

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********					******* TAXES *******	
			DEDUCTIONS:	PDRET	80.92				
				DSS	149.26				
							DED TOTAL:		243.49
			PAY TYPE/ACCT:	OVERTIME	HRS 19.50	AMT	313.56 10-5510-5000		
				REGULAR	HRS 86.00	AMT	921.92 10-5510-5000		
							1,090.28		
9734	10/08/2010	10/07/2010		1,322.40	1,176.24		1,090.28	72.93	14.03
				797.80	1,176.24		1,322.40	17.06	39.20
			DEDUCTIONS:	PDRET	85.96				
				CCP	13.92				
				DSS	149.26				
				SC DEPR	132.24				
							DED TOTAL:		381.38
			PAY TYPE/ACCT:	OVERTIME	HRS 20.00	AMT	342.00 10-5510-5000		
				REGULAR	HRS 86.00	AMT	980.40 10-5510-5000		
							1,054.58		
9803	10/22/2010	10/21/2010		1,279.65	1,137.76		1,054.58	70.54	10.46
				771.11	1,137.76		1,279.65	16.50	36.71
			DEDUCTIONS:	PDRET	83.18				
				CCP	13.92				
				DSS	149.26				
				SC DEPR	127.97				
							DED TOTAL:		374.33
			PAY TYPE/ACCT:	REGULAR	HRS 86.00	AMT	980.40 10-5510-5000		
				OVERTIME	HRS 17.50	AMT	299.25 10-5510-5000		
							847.55		
9840	11/05/2010	11/04/2010		1,031.70	914.61		847.55	56.71	0.00
				605.04	914.61		1,031.70	13.26	23.28
			DEDUCTIONS:	PDRET	67.06				
				CCP	13.92				
				DSS	149.26				
				SC DEPR	103.17				
							DED TOTAL:		333.41
			PAY TYPE/ACCT:	OVERTIME	HRS 3.00	AMT	51.30 10-5510-5000		
				REGULAR	HRS 86.00	AMT	980.40 10-5510-5000		

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET		FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
								833.27		
9932	11/19/2010	11/18/2010		1,014.60		899.22		833.27	55.75	0.00
				592.84		899.22		1,014.60	13.04	22.38
		DEDUCTIONS:	PDRET	65.95						
			CCP	13.92						
			DSS	149.26						
			SC DEPR	101.46						
								DED TOTAL:		330.59
		PAY TYPE/ACCT:	REGULAR	HRS	86.00	AMT		980.40 10-5510-5000		
			OVERTIME	HRS	2.00	AMT		34.20 10-5510-5000		
								742.84		
9977	12/03/2010	12/02/2010		906.30		801.75		742.84	49.71	0.00
				504.71		801.75		906.30	11.63	16.68
		DEDUCTIONS:	PDRET	58.91						
			CCP	13.92						
			DSS	149.26						
			SC DEPR	90.63						
			BENEV	10.85						
								DED TOTAL:		323.57
		PAY TYPE/ACCT:	HOLIDAY	HRS	16.00	AMT		182.40 10-5510-5000		
			REGULAR	HRS	63.50	AMT		723.90 10-5510-5000		
								1,104.58		
10041	12/17/2010	12/16/2010		1,339.52		1,191.65		1,104.58	73.88	15.46
				797.64		1,191.65		1,339.52	17.28	40.21
		DEDUCTIONS:	PDRET	87.07						
			CCP	13.92						
			DSS	149.26						
			SC DEPR	133.95						
			BENEV	10.85						
								DED TOTAL:		395.05
		PAY TYPE/ACCT:	OVERTIME	HRS	12.00	AMT		231.84 10-5510-5000		
			REGULAR	HRS	86.00	AMT		1,107.68 10-5510-5000		
								1,185.24		
10091	12/30/2010	12/30/2010		1,436.12		1,278.59		1,185.24	79.27	23.52
				857.95		1,278.59		1,436.12	18.54	45.85
			PDRET	93.35						
			CCP	13.92						

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 01/01/2010 TO 03/31/2012

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********					******* TAXES *******	
			DEDUCTIONS:	PDRET	199.26				
				BENEV	10.85				
				DSS DEPR	149.26				
				BENEV	10.85				
				SC DEPR	143.61				
							DED TOTAL:		410.99
			PAY TYPE/ACCT:	OVERTIME	HRS 1.00	AMT	19.32 10-5510-5000		
				HOLIDAY	HRS 24.00	AMT	309.12 10-5510-5000		
				REGULAR	HRS 86.00	AMT	1,107.68 10-5510-5000		
							1,361.97		
10145	01/14/2011	01/13/2011		1,471.54	1,457.62		1,361.97	61.22	63.12
				998.16	1,457.62		1,471.54	21.14	58.22
			DEDUCTIONS:	PDRET	95.65				
				CCP	13.92				
				DSS	149.26				
				BENEV	10.85				
							DED TOTAL:		269.68
			PAY TYPE/ACCT:	OVERTIME	HRS 6.50	AMT	125.58 10-5510-5000		
				REGULAR	HRS 80.50	AMT	1,036.84 10-5510-5000		
				HOLIDAYW	HRS 12.00	AMT	309.12 10-5510-5000		
							1,909.92		
10214	01/28/2011	01/27/2011		2,057.58	2,043.66		1,909.92	85.83	71.92
				1,495.15	2,043.66		2,057.58	29.63	67.28
			DEDUCTIONS:	PDRET	133.74				
				CCP	13.92				
				DSS	149.26				
				BENEV	10.85				
							DED TOTAL:		307.77
			PAY TYPE/ACCT:	OVERTIME	HRS 22.50	AMT	434.70 10-5510-5000		
				ANNUAL	HRS 40.00	AMT	515.20 10-5510-5000		
				REGULAR	HRS 86.00	AMT	1,107.68 10-5510-5000		
							1,256.60		
10257	02/11/2011	02/10/2011		1,358.84	1,344.92		1,256.60	56.49	52.58
				917.07	1,344.92		1,358.84	19.50	50.85
				PDRET	88.32				
				CCP	13.92				
				DSS	149.26				
				BENEV	10.85				

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 01/01/2010 TO 03/31/2012

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE	STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********			******* TAXES *******		
			DEDUCTIONS:	PDRET	88.32			
				CCP	13.92			
				DSS	149.26			
				BENEV	10.85			
						DED TOTAL:		262.35
			PAY TYPE/ACCT:	OVERTIME	HRS 13.00	AMT 251.16	10-5510-5000	
				REGULAR	HRS 86.00	AMT 1,107.68	10-5510-5000	
						1,244.55		
10298	02/25/2011	02/24/2011		1,345.96	1,332.04	1,244.55	55.95	51.38
				907.80	1,332.04	1,345.96	19.31	50.00
			DEDUCTIONS:	PDRET	87.49			
				CCP	13.92			
				DSS	149.26			
				BENEV	10.85			
						DED TOTAL:		261.52
			PAY TYPE/ACCT:	OVERTIME	HRS 3.00	AMT 57.96	10-5510-5000	
				HOLIDAYW	HRS 14.00	AMT 360.64	10-5510-5000	
				REGULAR	HRS 72.00	AMT 927.36	10-5510-5000	
						1,030.79		
10384	03/11/2011	03/10/2011		1,117.34	1,103.42	1,030.79	46.34	30.00
				743.30	1,103.42	1,117.34	16.00	35.04
			DEDUCTIONS:	PDRET	72.63			
				CCP	13.92			
				DSS	149.26			
				BENEV	10.85			
						DED TOTAL:		246.66
			PAY TYPE/ACCT:	OVERTIME	HRS 0.50	AMT 9.66	10-5510-5000	
				REGULAR	HRS 86.00	AMT 1,107.68	10-5510-5000	
						1,572.72		
10433	03/25/2011	03/24/2011		1,696.94	1,683.02	1,572.72	70.69	93.60
				1,150.94	1,683.02	1,696.94	24.40	72.98
			DEDUCTIONS:	PDRET	110.30			
				CCP	13.92			
				DSS	149.26			
				BENEV	10.85			
						DED TOTAL:		284.33
				REGULAR	HRS 86.00	AMT 1,107.68	10-5510-5000	

NS-MOOR_002203

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET		FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT		FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********						******* TAXES *******		
		PAY TYPE/ACCT:	REGULAR	HRS	86.00	AMT	1,589.86	10-5510-5000			
			OVERTIME	HRS	30.50	AMT	589.26	10-5510-5000			
								1,301.76			
10480	04/08/2011	04/07/2011	1,407.14		1,393.22			1,301.76		58.52	57.10
			951.82		1,393.22			1,407.14		20.20	54.01
		DEDUCTIONS:	PDRET		91.46						
			CCP		13.92						
			DSS		149.26						
			BENEV		10.85						
								DED TOTAL:			265.49
		PAY TYPE/ACCT:	OVERTIME	HRS	15.50	AMT	299.46	10-5510-5000			
			REGULAR	HRS	86.00	AMT	1,107.68	10-5510-5000			
								1,419.17			
10526	04/22/2011	04/21/2011	1,532.72		1,518.80			1,419.17		63.79	70.57
			1,040.45		1,518.80			1,532.72		22.02	62.23
		DEDUCTIONS:	PDRET		99.63						
			CCP		13.92						
			DSS		149.26						
			BENEV		10.85						
								DED TOTAL:			273.66
		PAY TYPE/ACCT:	REGULAR	HRS	86.00	AMT	1,107.68	10-5510-5000			
			OVERTIME	HRS	22.00	AMT	425.04	10-5510-5000			
								1,407.13			
10587	05/06/2011	05/05/2011	1,519.84		1,505.92			1,407.13		63.25	68.76
			1,031.79		1,505.92			1,519.84		21.84	61.38
		DEDUCTIONS:	PDRET		98.79						
			CCP		13.92						
			DSS		149.26						
			BENEV		10.85						
								DED TOTAL:			272.82
		PAY TYPE/ACCT:	OVERTIME	HRS	16.00	AMT	309.12	10-5510-5000			
			REGULAR	HRS	86.00	AMT	1,107.68	10-5510-5000			
			HOLIDAY	HRS	8.00	AMT	103.04	10-5510-5000			
								481.71			
10606	05/06/2011	05/05/2011	515.20		515.20			481.71		21.64	0.00
			448.18		515.20			515.20		7.47	4.42
			PDRET		33.49						

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET		FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT		FICA/ MEDICARE	FEDERAL/ STATE
			DEDUCTIONS:	PDRET	33.49						
								DED TOTAL:			33.49
			PAY TYPE/ACCT:	ANNUAL	HRS 40.00	AMT		515.20 10-5510-5000			
								186.66			
10629	05/20/2011	05/19/2011		199.64		199.64		186.66		8.38	0.00
				175.39		199.64		199.64		2.89	0.00
			DEDUCTIONS:	PDRET	12.98						
								DED TOTAL:			12.98
			PAY TYPE/ACCT:	REGULAR	HRS 15.50	AMT		199.64 10-5510-5000			
								176.35			
10685	06/03/2011	06/02/2011		203.50		189.58		176.35		7.96	0.00
				5.53		189.58		203.50		2.75	0.00
			DEDUCTIONS:	PDRET	13.23						
				CCP	13.92						
				DSS	149.26						
				BENEV	10.85						
								DED TOTAL:			187.26
			PAY TYPE/ACCT:	REGULAR	HRS 18.50	AMT		203.50 10-5510-5000			
								91.06			
10731	06/17/2011	06/16/2011		82.50		96.42		91.06		4.05	0.00
				96.46		96.42		82.50		1.40	0.00
			DEDUCTIONS:	PDRET	5.36						
				CCP	-13.92						
				BENEV	-10.85						
								DED TOTAL:			-19.41
			PAY TYPE/ACCT:	REGULAR	HRS 7.50	AMT		82.50 10-5510-5000			
								102.85			
10776	07/01/2011	06/30/2011		110.00		110.00		102.85		4.62	0.00
				96.63		110.00		110.00		1.60	0.00
			DEDUCTIONS:	PDRET	7.15						
								DED TOTAL:			7.15
			PAY TYPE/ACCT:	REGULAR	HRS 10.00	AMT		110.00 10-5510-5000			
								282.84			
10887	07/29/2011	07/28/2011		302.50		302.50		282.84		12.71	0.00
				265.74		302.50		302.50		4.39	0.00
				PDRET	19.66						

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 01/01/2010 TO 03/31/2012

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE	STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********				******* TAXES *******	
			DEDUCTIONS:	PDRET	19.66			
						DED TOTAL:		19.66
			PAY TYPE/ACCT:	REGULAR	HRS 27.50	AMT 302.50 10-5510-5000		
						395.97		
10915	08/12/2011	08/11/2011		423.50	423.50	395.97	17.79	0.00
				370.08	423.50	423.50	6.14	1.96
			DEDUCTIONS:	PDRET	27.53			
						DED TOTAL:		27.53
			PAY TYPE/ACCT:	REGULAR	HRS 38.50	AMT 423.50 10-5510-5000		
						37,325.87		
				41,258.32	40,007.69	37,325.87	2,176.14	803.85
				27,884.92	40,007.69	41,258.32	580.09	1,272.87
						37,325.87		
				41,258.32	40,007.69	37,325.87	2,176.14	803.85
				27,884.92	40,007.69	41,258.32	580.09	1,272.87

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 08/13/2011 TO 01/27/2012

CHECK NO	CHECK DATE	PAY DATE	GROSS/ NET	FICA/ MEDICARE	STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
MOORER, TRUMAINE V			**247-23-9317**	**CLASS: 002**	**DEPT: 5510**	**LOC: 1**	**CAT:**
					421.68		
10979	08/26/2011	08/25/2011	451.00	451.00	421.68	18.94	0.00
			393.55	451.00	451.00	6.54	2.65
		DEDUCTIONS:	PDRET 29.32				
					DED TOTAL:		29.32
		PAY TYPE/ACCT:	REGULAR HRS 41.00 AMT		451.00 10-5510-5000		
					1,420.81		
11010	09/09/2011	09/08/2011	1,519.58	1,519.58	1,420.81	63.82	70.81
			1,052.55	1,519.58	1,519.58	22.03	62.34
		DEDUCTIONS:	PDRET 98.77 DSS		149.26		
					DED TOTAL:		248.03
		PAY TYPE/ACCT:	OVERTIME HRS 12.00 AMT		231.84 10-5510-5000		
			HOLIDAY HRS 8.00 AMT		103.04 10-5510-5000		
			REGULAR HRS 0.00 AMT		77.02 10-5510-5000		
			REGULAR HRS 86.00 AMT		1,107.68 10-5510-5000		
					692.46		
11055	09/23/2011	09/22/2011	740.60	740.60	692.46	31.11	0.00
			487.57	740.60	740.60	10.74	13.78
		DEDUCTIONS:	PDRET 48.14 DSS		149.26		
					DED TOTAL:		197.40
		PAY TYPE/ACCT:	REGULAR HRS 57.50 AMT		740.60 10-5510-5000		
					1,415.03		
11109	10/07/2011	10/06/2011	1,513.40	1,513.40	1,415.03	63.56	69.95
			1,048.38	1,513.40	1,513.40	21.94	61.94
		DEDUCTIONS:	PDRET 98.37 DSS		149.26		
					DED TOTAL:		247.63
		PAY TYPE/ACCT:	OVERTIME HRS 21.00 AMT		405.72 10-5510-5000		
			REGULAR HRS 86.00 AMT		1,107.68 10-5510-5000		
					1,053.74		
11147	10/21/2011	10/20/2011	1,127.00	1,127.00	1,053.74	47.33	32.30
			771.86	1,127.00	1,127.00	16.34	36.65
		DEDUCTIONS:	PDRET 73.26 DSS		149.26		
					DED TOTAL:		222.52
		PAY TYPE/ACCT:	OVERTIME HRS 1.00 AMT		19.32 10-5510-5000		
			REGULAR HRS 86.00 AMT		1,107.68 10-5510-5000		

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 08/13/2011 TO 01/27/2012

CHECK NO	CHECK DATE	PAY DATE	GROSS/ NET	FICA/ MEDICARE	STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
			********** WAGES **********			******* TAXES *******	
					1,333.74		
11196	11/04/2011	11/03/2011	1,426.46	1,426.46	1,333.74	59.91	60.30
			987.34	1,426.46	1,426.46	20.68	56.25
		DEDUCTIONS:	PDRET	92.72 DSS	149.26		
					DED TOTAL:		241.98
		PAY TYPE/ACCT:	OVERTIME	HRS 16.50 AMT	318.78 10-5510-5000		
			REGULAR	HRS 86.00 AMT	1,107.68 10-5510-5000		
					1,169.86		
11240	11/18/2011	11/17/2011	1,251.19	1,251.19	1,169.86	52.55	43.91
			861.22	1,251.19	1,251.19	18.14	44.78
		DEDUCTIONS:	PDRET	81.33 DSS	149.26		
					DED TOTAL:		230.59
		PAY TYPE/ACCT:	OVERTIME	HRS 7.00 AMT	138.29 10-5510-5000		
			REGULAR	HRS 68.00 AMT	875.84 10-5510-5000		
			REGULAR	HRS 18.00 AMT	237.06 10-5510-5000		
					1,102.10		
11312	12/02/2011	12/01/2011	1,178.72	1,178.72	1,102.10	49.51	37.13
			809.08	1,178.72	1,178.72	17.09	40.03
		DEDUCTIONS:	PDRET	76.62 DSS	149.26		
					DED TOTAL:		225.88
		PAY TYPE/ACCT:	HOLIDAY	HRS 16.00 AMT	210.72 10-5510-5000		
			REGULAR	HRS 73.50 AMT	968.00 10-5510-5000		
					1,170.40		
11371	12/16/2011	12/15/2011	1,251.76	1,251.76	1,170.40	52.57	39.29
			869.59	1,251.76	1,251.76	18.15	41.54
		DEDUCTIONS:	PDRET	81.36 DSS	149.26		
					DED TOTAL:		230.62
		PAY TYPE/ACCT:	INCENTIVE	HRS 0.00 AMT	50.00 10-5500-5023		
			OVERTIME	HRS 3.50 AMT	69.14 10-5510-5000		
			REGULAR	HRS 86.00 AMT	1,132.62 10-5510-5000		
					1,219.08		
11413	12/30/2011	12/29/2011	1,303.83	1,303.83	1,219.08	54.76	48.83
			899.10	1,303.83	1,303.83	18.91	48.22
		DEDUCTIONS:	PDRET	84.75 DSS	149.26		
					DED TOTAL:		234.01
		PAY TYPE/ACCT:	HOLIDAY	HRS 24.00 AMT	316.08 10-5510-5000		
			REGULAR	HRS 75.00 AMT	987.75 10-5510-5000		

TOWN OF ST GEORGE
EMPLOYEE CHECK DETAIL REPORT BY NAME
DATES: 08/13/2011 TO 01/27/2012

CHECK NO	CHECK DATE	PAY DATE		GROSS/ NET	FICA/ MEDICARE		STATE/ TAXABLE/ RETIREMENT	FICA/ MEDICARE	FEDERAL/ STATE
							********WAGES**********	********TAXES********	
11469	01/13/2012	01/12/2012					1,145.20		
				1,224.81	1,224.81		1,145.20	51.44	39.52
				844.17	1,224.81		1,224.81	17.76	43.05
			DEDUCTIONS:	PDRET	79.61	DSS	149.26		
							DED TOTAL:		228.87
			PAY TYPE/ACCT:	HOLIDAY	HRS 8.00	AMT	105.36 10-5510-5000		
				REGULAR	HRS 85.00	AMT	1,119.45 10-5510-5000		
11508	01/27/2012	01/26/2012					1,539.24		
				1,646.25	1,646.25		1,539.24	69.14	84.92
				1,141.42	1,646.25		1,646.25	23.87	70.63
			DEDUCTIONS:	PDRET	107.01	DSS	149.26		
							DED TOTAL:		256.27
			PAY TYPE/ACCT:	OVERTIME	HRS 26.00	AMT	513.63 10-5510-5000		
				REGULAR	HRS 86.00	AMT	1,132.62 10-5510-5000		
							13,683.34		
				14,634.60	14,634.60		13,683.34	614.64	526.96
				10,165.83	14,634.60		14,634.60	212.19	521.86
							13,683.34		
				14,634.60	14,634.60		13,683.34	614.64	526.96
				10,165.83	14,634.60		14,634.60	212.19	521.86

KINDER MORGAN

MAY - 6 ..

2011 BENEFITS ENROLLMENT

3/9/2011

PLEASE PRINT OR TYPE

Last Name:	First Name:	Middle Initial:	Employee ID # (5 digits):
Moorer	Trumaine	V.	30647

Home Address: 217 Roosevelt Street

City:	State:	Zip:	Male	Female	Date of Birth: M M D D Y Y Y Y
St. George	S.C.	29477	☑	☐	0 1 6 / 1 1 / 1 9 7 3

Work Location: Charleston, S.C. | Work Phone: (843) 853-0453 Ext.

Medical Plan Coverage Election: Check ONE option

- ☑ UHC Choice EPO
- ☐ UHC PPO
- ☐ UHC HDHP (High Deductible Health Plan)
- ☐ UHC OOA (Out Of Area)
- ☐ *Kaiser *Includes vision coverage

***Coverage Category Election** (choose one):*

	Employee Only	Employee + 1	Employee + 2 or more	Employee + 1 Domestic Partner	Employee + 2 or more Domestic Partner	WAIVE
Medical Plan:	☐	☐	☑	☐	☐	☐
MetLife Dental Plan:	☐	☐	☑	☐	☐	☐
Vision Service Plan:	☐	☐	☑	☐	☐	☐

Note: If you decline medical coverage, you must complete the Medical Coverage Waiver form

FSA (Flexible Spending Account)- Health Care Expenses
(Note: not eligible if HDHP elected)
You may contribute $120 to $6,000 annually to a pre-tax Health Care FSA.
Annual Election: ____

FSA (Flexible Spending Account)- Dependent Care Expenses
You may contribute up to $5,000 annually to a pre-tax Dependent (day / night) Care FSA.
Annual Election: ____

IF YOU ELECT THE HDHP Medical plan, you are eligible for the following pre-tax reimbursement plans: (Select one, both, or none as desired)

- ☐ **HSA (Health Savings Account)** You may contribute up to $3,050 for Employee Only coverage or up to $6,150 / year for Employee + Family Coverage $ _____ / per year
- ☐ **Limited Purpose FSA (Flexible Spending Account for Dental, Vision & preventative Medical/Rx)** You may contribute $120 to $6,000 annually to the FSA $ _____ / per year

***Dependent Information** (PLEASE PRINT OR TYPE) ~SUPPORTING DOCUMENTATION IS REQUIRED PER ATTACHED~*

Last Name, First Name, MI	Date of Birth	SSN (Required)	*Relationship Code	Gender M	Gender F	Check box for EACH Plan elected: Medical	Dental	Vision
Moorer, Athena M.	09-10-1977	264-87-9836	0	☐	☑	☑	☑	☑
Moorer, Phanota N.	10-21-1994	250-95-7197	1	☑	☐	☑	☑	☑
Moorer, Trushaun J.	10-22-1997	654-03-1373	1	☑	☐	☑	☑	☑
Moorer, Tyleah B.	12-11-2002	656-14-2633	1	☐	☑	☑	☑	☑
				☐	☐	☐	☐	☐

**Relationship Code: Spouse = 0, Child = 1, Non-student age 19 or over = 2, Student Child age 19 or over = 3, Step Child = 4, Disabled Child = 5, Foster/Adopted Child = 6, Domestic Partner = 7*

DEFENDANT'S TRIAL EXHIBIT 57
510

NORFOLK SOUTHERN
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Susan H. Lafon
Manager
Disability Support Services
Human Resources
Telephone: 757/823/5303
Facsimile: 757/664/5113

August 8, 2007

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Trumaine V. Moorer
217 Roosevelt St.
St. George, SC 29477

Dear Mr. Moorer:

I am Manager Disability Support Services for Norfolk Southern's Rehabilitation Program (the Program). I understand you have medical problems that may interfere with your ability to return to work at this time.

The Rehabilitation Program is an important element of Norfolk Southern's effort to accommodate disabled employees and to return them to productive employment at the earliest practical date. For an employee who is physically unable to return to his or her former job after considering all reasonable accommodations, the Program is Norfolk Southern's usual means for identifying and locating positions for which the employee may be qualified.

The Program involves a concerted effort to rehabilitate employees who cannot return to their former jobs. We first look within the company to try to find alternate jobs, starting with jobs for which you are currently qualified. If no such jobs are available, we will then arrange for the Personnel Department to evaluate you and to identify other vacant positions for which you might qualify.

If there are no available vacant positions in the Company for which you qualify or can become qualified, we will assist you in attempting to locate appropriate work outside the Company. We will consider, in appropriate cases, providing training or educational opportunities.

Your participation in the Program is entirely voluntary. I must advise, however, that your decision not to participate in the Program may prevent us from identifying reasonable accommodations, including placement in a current vacancy, which would permit your return to work.

If you decide at this time not to participate in the Program, but later change your mind, it is important that you promptly advise this office or your supervisor.

DEFENDANT'S TRIAL EXHIBIT 58

NS-MOOR_001937

Norfolk Southern Corporation also offers the services of a medical management registered nurse to help you and your family during your recovery from your injury. In this Medical Case Management Plan, a registered nurse will be assigned to your case. It is the nurse's job to monitor the medical attention you are receiving and to make certain that it is appropriate and timely. With the approval of you and your attending physician, the nurse will help tailor a medical program for you and to insure that it is being followed. The nurse will also assist you in identifying possible accommodations that will facilitate your return to employment. Our hope, of course, is to have you return promptly to your regular job, if that is medically possible.

If you would like to have a nurse assigned to work with you, your family and your doctor in helping you return to work, you should contact Employee Benefits at (757)664-2012 to request this benefit.

I hope you will take advantage of the Program. If you have any questions, feel free to contact me.

Very truly yours,

Susan H. Lafon
Manager
Disability Support Services

cc:

D. Bryson
J. R. Savage
Medical Dept. - (DOI: 5/9/07)

NORFOLK SOUTHERN
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Susan H. Lafon
Manager
Vocational Support Services
Human Resources
Telephone: 757/823/5303
Facsimile: 757/664/5113

August 18, 2008

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. John A. Moss
Matthews Steel & Moss
15 Piedmont Center, Suite 1560
3575 Piedmont Road, NE
Atlanta, GA 30305

Re: Trumaine V. Moorer

Dear Mr. Moss:

I have been unable to locate Norfolk Southern positions within Mr. Moorer's medical restrictions in the area of St. George, South Carolina.

If you have additional updated medical records please submit to our Medical Department at:

Norfolk Southern Corporation
Attn: Medical Department
Three Commercial Place
Norfolk, VA 23510-9202

Before being considered for any alternate position within the Company all employees must complete a personnel evaluation. If Mr. Moorer would like to proceed with his vocational rehabilitation by completing his personnel evaluation, let me know and I will coordinate scheduling for him.

If Mr. Moorer would like to explore job opportunities outside the company, let me know and I will have an outside vocational counselor to contact him for the purpose of assisting him to find gainful employment in his area.

If you or Mr. Moorer have any questions, feel free to contact me.

Very truly yours,

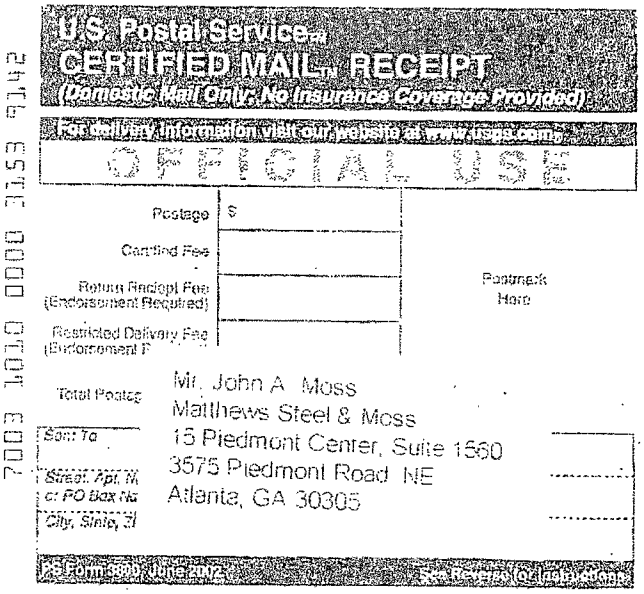
Susan H. Lafon
Manager
Vocational Support Services

DEFENDANT'S TRIAL EXHIBIT 59

cc:

Mr. Trumaine V. Moorer
217 Roosevelt St.
St. George, SC 29477

P. Whitehead
J. R. Savage
Medical Dept. - (EIN: 0178088)(DOI: 5/9/07)



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CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com®

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Total Postag

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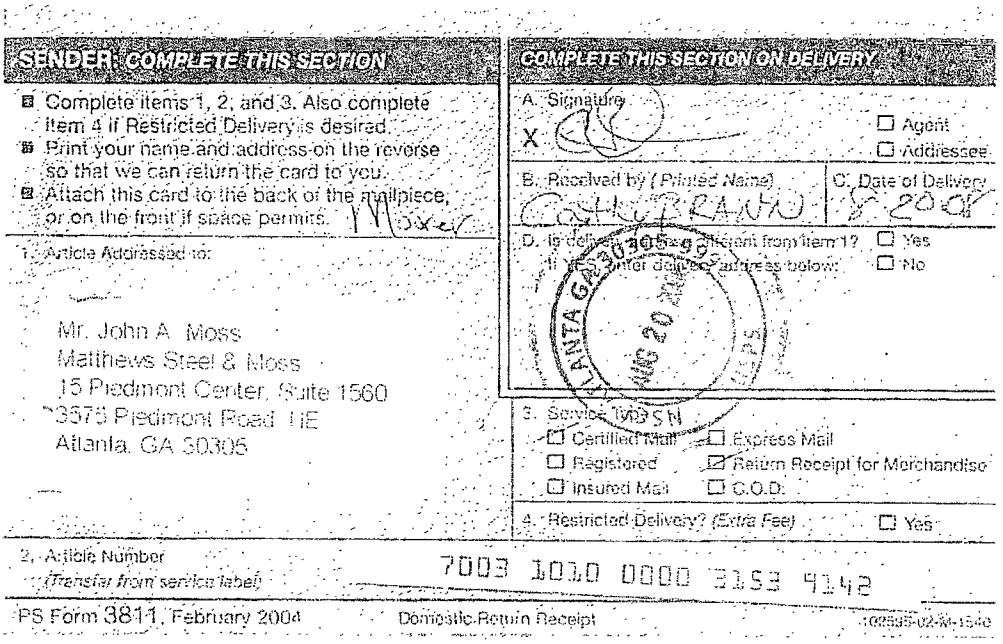
Sent To
Mr. John A Moss
Matthews Steel & Moss
15 Piedmont Center, Suite 1560
Street, Apt. N or PO Box No. 3575 Piedmont Road NE
City, State, Z Atlanta, GA 30305

PS Form 3800, June 2002 See Reverse for Instructions

7003 1010 0000 3153 4142



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. John A Moss
Matthews Steel & Moss
15 Piedmont Center, Suite 1560
3575 Piedmont Road NE
Atlanta, GA 30305

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) CATHY BRAND
C. Date of Delivery 8-20-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ATLANTA GA 303 AUG 20 2004

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 1010 0000 3153 4142

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

NORFOLK SOUTHERN
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Susan H. Lafon
Manager
Vocational Support Services
Human Resources
Telephone: 757/823/5303
Facsimile: 757/664/5113

June 2, 2009

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. John A. Moss
Matthews Steel & Moss
15 Piedmont Center, Suite 1560
3575 Piedmont Road, NE
Atlanta, GA 30305

Re: Trumaine V. Moorer

Dear Mr. Moss:

Based on the results of his personnel evaluation Mr. Moorer may be considered for placement for agreement yardmaster, dispatcher and clerical positions at Norfolk Southern pending his successful completion of a return to work physical.

Mr. Moorer may go to www.nscorp for positions in process of being advertised and filled and apply for positions. If he wishes to apply, choose the "job seekers" tab. In addition, please advise me of any positions for which Mr. Moorer applies so that when future sessions are scheduled he will receive an invitation.

In the alternative, if Mr. Moorer would like to explore job opportunities outside the company, let me know and I will have an outside vocational counselor, from one of the various national provider companies we utilize, contact him to assist in helping him find gainful employment in his area.

If you or Mr. Moorer have any questions, feel free to contact me.

Very truly yours,

Susan H. Lafon
Manager
Vocational Support Services

cc:

Mr. Trumaine V. Moorer
217 Roosevelt St.
St. George, SC 29477

P. Whitehead
J. R. Savage
Medical Dept. - (EIN: 0178088)(DOI: 5/9/07)

DEFENDANT'S TRIAL EXHIBIT 62

NS-MOOR_001258

NORFOLK SOUTHERN
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Susan H. Lafon
Case Manager
Vocational Rehab Services
Human Resources
Telephone: 757/823/5303
Facsimile: 757/664/5113

April 14, 2010

VIA FACSIMILE AND CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. John A. Moss
Matthews Steel & Moss
15 Piedmont Center, Suite 1560
3575 Piedmont Road, NE
Atlanta, GA 30305

Re: Trumaine V. Moorer

Dear Mr. Moss:

Norfolk Southern's Human Resources staff will be near Atlanta, Georgia at the following location on Wednesday April 21, 2010 for Centralized Yard Clerk (CYO) positions.

Hilton Garden Inn Atlanta West/Lithia Springs
110 Interstate West Parkway
Lithia Springs, GA 30122

Mr. Glenn Barnes is conducting the session. If Mr. Moorer would like to take this opportunity to be considered for (CYO) positions he should report at 11:00 a.m. asking to speak with Mr. Barnes and tell him he is there for rehabilitation purposes.

If you or Mr. Moorer have any questions, feel free to contact me.

Very truly yours,

Susan H. Lafon
Case Manager
Vocational Rehab Services

cc:

Mr. Trumaine V. Moorer
217 Roosevelt St.
St. George, SC 29477

P. Whitehead
T. Tate
Medical Dept. - (EIN: 0178088)(DOI: 5/9/07)

DEFENDANT'S TRIAL EXHIBIT 63

NS-MOOR_001722

NORFOLK SOUTHERN
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-9213

Susan H. Lafon
Case Manager
Vocational Rehab Services
Human Resources
Telephone: 757/823/5303
Facsimile: 757/664/5113

June 17, 2010

[Via email: ksagliocco@thedirectionsgroup.com]
Ms. Kristan V. Sagliocco
The Directions Group
999 Lake Hunter Circle, Suite A
Mt. Pleasant, SC 29465

RE: Trumaine V. Moorer

Dear Ms. Sagliocco :

I am Case Manager of Vocational Rehab Services for Norfolk Southern Corporation ("Norfolk Southern"). By letter dated August 8, 2007, to our employee, Trumaine V. Moorer, I introduced him to the Norfolk Southern Rehabilitation Program ("the Program").

The Program is an important element of Norfolk Southern's effort to return its employees to productive employment at the earliest practical date. For an employee who is physically unable to return to his or her former job, the Program is Norfolk Southern's usual means for identifying and locating positions for which the employee may be qualified. Regretfully, other than an evaluation (testing) completed by Mr. Moorer, he has failed to apply for a position since the evaluation or take advantage of the other Program benefits.

Based on the results of his personnel evaluation given by Norfolk Southern Human resources staff and clearance by the Medical Department, Mr. Moorer may be considered for placement for agreement yardmaster, CYO, CMC, dispatcher and clerical positions at Norfolk Southern pending his successful completion of a return to work physical.

These positions at Norfolk Southern offer the following wages:
Ms. Kristan V. Sagliocco

Clerical positions
Daily rates of $124.50 to $ 239.11
Annual rates $32,370.00 to $62,168.60

DEFENDANT'S TRIAL EXHIBIT 64

Central Yard Operations Clerk (CYO)
Daily rate $205.44
Annual rate $ 53, 414.40

Crew Management positions (CMC)
Daily rate $225.64 or $232.38
Annual rate $58,666.40 / $60, 4018.80

Dispatcher positions
Daily rates of $250.04 to $259.04
Annual $65,010.40 to $67,350.40

Yardmaster positions
Daily rate $237.37 to $250.31
Annual rate $61,716.20 to $65,080.60

Note: Annual rate is based on a 5 day week x 52 weeks.

Clerical positions per their collective bargaining agreement will begin at 85% after the training period is completed. There is a 5% increase per year until the full daily rate is achieved. Mr. Moorer in his conductor position would also have been at a step rate. I have been unable to determine through payroll where he was on his step rate. It is my understanding he would have same step rate for yardmaster and dispatcher positions that he currently has as conductor.

By letter dated September 11, 2007, to Mr. Moorer's counsel, I advised Mr. Moorer that job opportunities outside the Company would be identified by an outside vocational counselor at the Company's expense. Again, no counselor was requested. In my letter to Mr. Moorer dated August 8, 2007, I also advised that Norfolk Southern provides training or educational opportunities if there are no available vacant positions within the Company. These training and educational opportunities are provided through tuition assistance.

Tuition assistance is in the form of reimbursement and is available so long as the employment relationship with Norfolk Southern remains intact. Regarding tuition reimbursement, course study must be at an accredited educational or vocational institution and lead to a degree or certificate that qualifies for alternate gainful employment. Costs associated with tuition, registration, required textbooks and laboratory fees are eligible for reimbursement.

Reimbursement will be made after successful completion of a course with a grade of "C" or higher, the equivalent or higher in a numerical system, or pass or satisfactory in that type of grading system. Reimbursement will not duplicate any financial assistance received from any other sources, such as veterans' educational assistance or scholarships. The Company will reimburse the difference, if

any, between reimbursable expenses and other assistance.

It is Mr. Moorer's responsibility to provide copies of any applications for financial assistance and the reply from the financial institution. He must provide me with an official copy of his grade transcripts along with all receipts for any expenses mentioned above. Further, he should let me know in advance the name of the institution he plans to attend.

I trust this letter explains the benefits offered by the Norfolk Southern Rehabilitation Program. If you have any questions, do not hesitate to contact me.

Very truly yours,

S. H. Lafon

Susan H. Lafon
Case Manager
Vocational Rehab Services

cc:

Mr. Trumaine V. Moorer
217 Roosevelt St.
St. George, SC 29477

John N. Moss, Esquire
Matthews Steel & Moss, LLP
15 Piedmont Road, NE
3575 Piedmont Road, NE
Atlanta, GA 30305

N. Wilson
T. Tate
Medical Dept. – (EIN: 0178088) (DOI: 5/9/07)

You printed these elections on 05/09/2011.

Employee Number:	30647	Social Security Number:	XXX-XX-9317
Date of Birth:	06/11/1973	Hourly Rate:	17.00

User defined comment text.

Plan	Coverage	Start Date			Your Cost		Company Cost
UHC CHOICE EPO MEDICAL PLAN	EE+2 OR MORE	05/09/2011			174.20	Pre-tax	455.58
DENTAL PLAN	EE+2 OR MORE	05/09/2011			23.01	Pre-tax	23.01
VISION PLAN	EE+2 OR MORE	05/09/2011			9.86	Pre-tax	
EMPLOYEE OPTIONAL LIFE	50,000.00	05/09/2011			2.19	After-tax	
SPOUSAL OPTIONAL LIFE	25,000.00	05/09/2011			0.92	After-tax	
DEPENDENT OPTIONAL LIFE	10,000.00	05/09/2011			0.92	After-tax	
VOLUNTARY FAMILY AD&D	71,000.00	05/09/2011			0.98	After-tax	
NO HEALTH CARE FSA		05/09/2011					
NO DEPENDENT CARE FSA		05/09/2011					

Plan	Covered Dependents
UHC CHOICE EPO MEDICAL PLAN	ATHENA M. MOORER PHANOTA N. MOORER TRUSHAUN J. MOORER TYLEAH B. MOORER
DENTAL PLAN	ATHENA M. MOORER PHANOTA N. MOORER TRUSHAUN J. MOORER TYLEAH B. MOORER
VISION PLAN	ATHENA M. MOORER PHANOTA N. MOORER TRUSHAUN J. MOORER TYLEAH B. MOORER

Pay Period Summary	Cost
Total pre-tax contributions	207.07
Total after-tax contributions	5.01
Total company contributions	478.59

US Employee Costs:

Pre-tax: medical, dental, vision, FSAs, HSAs

After-tax: optional life, voluntary AD&D

KMC Employees Only:

If your spent credits exceed total flex credits, you have overspent your credits; you must Make Changes

Your deductions may differ slightly due to rounding.

after-tax contributions = pay deductions

DEFENDANT'S TRIAL EXHIBIT 65

[redacted]

CERTIFICATE TO RETURN TO WORK/SCHOOL

Name Drumaine Moore

has been under my care from 5/17/07 to 5/21/07

and will be able to return to work/school on 5/21/07

Limitations/Remarks Pt. c dehydration & urinary obstruction).

Dr. [signature]

Phone 563-7477 Date 5/17/07

allegra® fexofenadine HCl 180 mg tablets

allegra-D® fexofenadine HCl 60 mg/pseudoephedrine HCl 120 mg Extended-Release Tablets

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ALG-PD-2653-1 (1/12)

[redacted]

DEFENDANT'S TRIAL EXHIBIT 66

NS-MOOR_001508

KINDER MORGAN

Overview of 2011 Benefit Plans

DEFENDANT'S TRIAL EXHIBIT 67

NS-MOOR_002741

Benefits

- Medical/Rx
  - NurseLine
  - Best Doctors
- Dental
  - International Dental Travel Assistance
- Vision
- Life, AD&D, Business Travel
- Flexible Spending Accounts (FSAs) & Health Savings Account (HSA)
- Employee Assistance Program (EAP)
- Benefit Enrollment
  - Eligible & Ineligible Dependents
  - Required Supporting Documentation
  - What happens if you don't enroll?
- Future Family Status Changes

KINDER MORGAN

Medical Plan

UnitedHealthcare®
A UnitedHealth Group Company

	EPO & PPO Copayments
◆Physical Services (office co-pay)	
Primary Care Physician (PCP)	$20
Preventive Care	$20
Convenient Care Facilities CVS MinuteClinic, Walgreens Take Care Clinic, HEB RediClinic, etc.	$20
Specialist	$30
Chiropractic Care	$30
◆Emergency Room Co-pay (waived if admitted)	$125

◆UHC listing of network providers available online at www.provider.uhc.com

- Search plan options United Healthcare Choice (EPO) and/or United Healthcare Options PPO (PPO) for providers within 25 miles of your home ZIP Code.

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1525
NS-MOOR_002743

Medical Plan
EPO (Exclusive Provider Organization)

UnitedHealthcare®
A UnitedHealth Group Company

- 100% coverage on most network provider services
- Must use network provider (no out-of-network benefit paid)
- No annual deductible or annual out-of-pocket maximum
- No annual out-of-pocket maximum
- No charge for lab/x-ray
- No charge for ambulance (emergency only)
- $20 primary care physician copay
- $30 specialist copay
- $75 outpatient surgery copay
- $200 per hospital admission

- Other provisions apply. See Medical Plan SPD.

KINDER MORGAN

Medical Plan
PPO (Preferred Provider Organization)

- In- and out-of-network benefits
- Annual Deductible:

UnitedHealthcare®
A United-Health Group Company

In-Network (Choice Plus)	Out-of-Network*
$250 individual	$500 individual
$500 family	$1,000 family

- Most Medical Services:

In-Network (Choice Plus)	Out-of-Network*
90%	70%

- Annual Out-of-Pocket Maximum:

In-Network (Choice Plus)	Out-of-Network*
$2,000 individual	$3,500 individual
$4,000 family	$7,000 family

- Once out-of-pocket maximum is reached, medical services covered at 100%

* After deductible and subject to MNRP Limits.
Other provisions apply. See Medical Plan SPD at Benefits Online.

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1527
NS-MOOR_002745

Medical Plan
OOA (Out Of Area)

UnitedHealthcare®
A UnitedHealth Group Company

NS-MOOR_002746

	Annual Deductible	Annual Out-of-Pocket Maximum
Individual	$200	$1,500
Family	$400	$3,000

- Physician Services (office visit) 90% *
- Lab & X-ray Services 90% *
- Emergency Room Services 90% *
- Inpatient Hospital Services 90% *
- Outpatient Surgical Facility 90% *
- Surgery 90% *
- Ambulance 90% *

*** After deductible and subject to Reasonable & Customary (R&C) Limits. Other provisions apply. See Medical Plan SPD at Benefits Online.**

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KINDER MORGAN

Medical Plan
High Deductible Health Plan (HDHP)

UnitedHealthcare®
A UnitedHealth Group Company

- Medical services covered at 100% after out-of-pocket maximum reached

	Annual Deductible (Both Medical and Rx)		Annual Out-of-Pocket Maximum
	In-Network	Out-of-Network*	
Individual	$1,200	$2,400	$4,800
Family	$2,400	$4,800	$9,600
Co-Insurance Plan Pays	90%	70%	

- Preventive medical services paid at $20 doctor's office (non hospital) co-pay (in-network)

Routine physical exam	Routine OB/Gyn exam and pap smear
Well-child care	Routine mammogram
Routine prostate exam	Diagnostic test (lab/x-ray, screenings)

- Prescription drugs subject to regular Rx co-payment/co-insurance after annual deductible satisfied.

***After deductible and subject to MNRP Limits.**
Other provisions apply. See Medical Plan SPD at Benefits Online.

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1529
NS-MOOR_002747

Health Savings Account (HSA)
Available only if you elect HDHP Medical Plan Option

- Administered by OptumHealth Bank
- Pre-tax contributions
- Effective January 1, 2011
  - Restrictions on OTC purchases for FSAs also apply to HSAs.
  - Penalty for ineligible items increases from 10% to 20% (pre age 65)
- Payroll deduction = annual deduction divided by number of remaining pay periods in calendar year
  - Minimum: $120
  - Maximum: $3,050 (individual); $6,150 (family)
- Packet mailed to your home by OptumHealth Bank
  - Must complete enrollment forms and mail them to OptumHealth Bank to open your account
  - Contributions cannot be applied to your account until it has been opened
- No "use it or lose it" feature
- Funds may accumulate from year to year to pay for future eligible expenses such as retiree medical, COBRA, future out-of-pocket medical, dental or vision expenses

PPO & HDHP Non-Network Reimbursement Method

- Most PPO and HDHP Non-Network medical services fees are subject to Maximum Non-Network Reimbursement Program (MNRP).
- MNRP is based on MEDICARE ALLOWABLE contract rates:
  - Set by the federal government through the Center for Medicare and Medicaid (CMS)
  - Vary by geographic area
- MNRP will be based on 140% of standard rates allowed by Medicare.
- MNRP will apply to PPO & HDHP non-network, non-emergency medical services provided by the following facilities, physicians, and other healthcare professionals.
  - Hospitals (inpatient & outpatient)
  - Free-standing ambulatory surgery centers
  - Free-standing radiology centers
  - Free-standing laboratories

See Medical Plan SPD at Benefits Online

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NS-MOOR_002749

Medical Plan

UnitedHealthcare®
A UnitedHealth Group Company

NS-MOOR_002750

- Medical Plan options available to you are based upon your home ZIP Code. The plan is administered by United Healthcare (UHC).
  - If you live within 25 miles of at least one network primary care physician and one network hospital, you will be offered the EPO and PPO medical plan options.
  - If the minimum combination of providers is not available within 25 miles of your home ZIP Code, you will be offered the OOA medical plan option.
  - The HDHP medical plan option is available to all employees.
    - See enclosed "Your Medical Plan Options" for plan option/coverage costs.
  - If you live in California, you will also be offered the Kaiser Permanente medical plan option.

See enclosed "Your 2011 Benefit Costs" for bi-weekly pre-tax cost.

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KINDER MORGAN

Optum NurseLine
(included with UHC Medical Plans)

UnitedHealthcare®
A UnitedHealth Group Company

- If you enroll in a UHC medical plan option, you will automatically be eligible for Optum NurseLine
- 7-day / 24-hour health information resource; easy access
- Call (866) 232-1626 to speak confidentially with an experienced nurse who will answer your healthcare questions and provide you with information and resources

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NS-MOOR_002751

KINDER MORGAN

Best Doctors
(included with UHC Medical Plans)

UnitedHealthcare
A UnitedHealth Group Company

NS-MOOR_002752

- An independent third-party vendor who offers an expert second opinion when you or a covered family member receives a serious medical diagnosis
- Diagnosis Check-Up Process
  - Members connected to Member Advocate who takes your complete medical history and answers all of your questions.
  - Best Doctors compiles all of the member's medical information (including all doctors' records and tests), and selects doctor who is best qualified. Doctor conducts thorough analysis of the condition based on all of the files and tests and delivers findings and recommendations back to the Best Doctors nurse.
  - Delivers the member and their physician easy-to-understand report summarizing the findings, letting them know if the diagnosis and treatment plan are on target. Always available for follow-up questions.
- Call (866) 904-0910 to get more information or visit online at www.bestdoctors.com

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KINDER MORGAN

Prescription Drug Plan

cvs CAREMARK | CAREMARK

- If you enroll in any UHC medical plan option, you will automatically be enrolled in the Prescription Drug Plan administered by CVS/Caremark.
  - See enclosed "Your Medical Plan Options" for information on retail pharmacy and mail order (or CVS Retail pharmacy) copayments and coinsurance for your medications in the following categories:
    - Generic
    - Brand Formulary
    - Brand Non-Formulary
    - SpecialtyRx
- CVS/Caremark has over 63,000 nationwide retail pharmacies
  - Rx retail network providers listing available online at www.caremark.com

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NS-MOOR_002753

KINDER MORGAN

Maintenance Prescriptions Purchased at Retail Outlet

CVS CAREMARK | CAREMARK

- Long-term drugs take on a regular basis (3 months or more)
  - Examples: birth control, treatment of high blood pressure, high cholesterol, diabetes, arthritis, etc.
- Mail Service / CVS Retail Incentive
  - Effective with **3rd refill** of any **maintenance prescription** at a non-CVS retail pharmacy, the **member will pay a penalty**:
    - Generic: $20 (double copay)
    - Brand Formulary: 25% *plus* $20 (minimum copay)
    - Brand Non-Formulary: 25% *plus* $40 (minimum copay)

Where	When	You Pay Generic Drugs	You Pay Brand Formulary	You Pay Brand Non-Formulary
Retail Pharmacy	First 2 times you purchase each prescription drug	$10 copay 31-day supply	25% (Minimum $20) 31-day supply	25% (Minimum $20) 31-day supply
Retail Pharmacy	**Beginning with 3rd refill you purchase for each prescription drug**	**$20 copay** **31-day supply**	**25% plus $20** **31-day supply**	**25% plus $40** **31-day supply**
Mail Order ***or*** CVS Retail Pharmacy	Anytime	$20 copay **90-day supply**	25% (Minimum $40) **90-day supply**	25% (Minimum $80) **90-day supply**

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KINDER MORGAN

Dental Plan

MetLife®

	Individual	Family
Annual Deductible	$50	$150
Annual Maximum	$1,750 per person	
Orthodontia Maximum (child only)	$1,500 / child / lifetime	

Preventive & Diagnostic Care:	100% no deductible
Basic Treatment:	80% after deductible
Major Treatment (including implants):	50% after deductible

See enclosed "Your 2011 Benefit Costs" for bi-weekly pre-tax cost

KINDER MORGAN

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NS-MOOR_002755

Dental Plan

MetLife®

Obtain dental treatment from any dentist you choose

or

Use Preferred Dentist Program (PDP)

- Participation voluntary
- Receive reduced rates
- Over 110,000 nationwide PDP's
- PDP listing of providers available online at www.metlife.com/mybenefits or 1-800-942-0854

International Dental Travel Assistance MetLife®

Chipped a tooth, lost a filling or crown while traveling internationally?

- Service is available 24/7 with access to international dental providers in over 200 countries.
- Automatically available to you and your covered dependents with your MetLife Preferred Dentist Program (PDP) dental benefits plan. No need to enroll.
- Coverage will be considered under your out-of-network benefits. Remember to hold on to all receipts to submit a dental claim.
- When traveling internationally, call collect +1 (312) 356-5970 any time for a dental referral
- If you are in the U.S. and planning an international trip call (888) 558-2704

KINDER MORGAN

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NS-MOOR_002757