

Case Name: John F. Redos v. Union Pacific Railroad Company

Date Decided: September 18th, 2009

Originally Filed in: ()

Decided by: (State)

Court: U.S.D.C. Eastern District of California

Judge: Judge England Jr.

Citation: 2009 WL 3049642 (E.D.Cal.)

Background:

Before this Court are Plaintiff, John F. Redos's ("Redos") motions for summary judgment, in limine, and Jodcial Notice, in a suit arising from injuries suffered as a result of the derailment of rail grinding track maintenance equipment owned and operated by Harsco Track Technologies ("Harsco") a contractor providing services for defendant Union Pacific ("UP"). UP contracted with Harsco for rail grinding service. Redos contended that a unit comprising the grinding equipment was a "locomotive" and further alleged that the various equipment along with the "locomotive" comprised a "train". Accordingly Redos brought this action alleging that UP violated the Federal Safety Appliance Act ("FSAA"). Redos moved to have this Court take judicial notice of the Consumer Price Index and moved to exclude the Harsco/UP contract. Alternatively, Redos, filed a motion for summary judgment contending UP violated the FSAA which then rendered UP liable under the Federal Employer's Liability Act ("FELA").

Issue:

Did this Court grant Redos's motion to take judicial notice of the CPI and motion in limine excluding the introduction of the UP/Harsco agreement? Also, did this Court grant Redos's Motion for Summary judgment and find that UP violated the FSAA and is therefore liable under the FELA?

Overall Issues Discussed or Touched Upon in this Case:

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Held:

First, Redos contended that UP violated the FSAA by arguing that the units comprising the rail grinding equipment was a "locomotive" and the equipment itself was a "train". This Court however, denied Redos's motion for Summary judgment because he has failed to introduce sufficient facts that preclude a finding that there are no genuine issues of material fact. Second, Redos attempted to exclude a section from the Harsco/UP contract. However, this Court found that such a motion is premature because unless trial is imminent, the Court is unable to judge the context in which the agreement may be offered. Finally, because there are no damages before this Court, Redos's motion to consider take judicial notice of the CPI for purposes of calculating damages is denied. This Court denied all of plaintiff's motions.

Comments:

In this case included a claim under the FSAA which much like the Locomotive Inspection Act, if employer is found in violation of then they are per se liable under FELA if the violation played any part of the injury. Steve Gordon