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JUL 19 2005

July 19, 2005

Part of
Public Record

VIA FACSIMILE

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001



Re: Finance Docket No. 28676 (Sub. No. -5) (Arbitration Review)

Dear Secretary Williams:

On behalf of Canadian National/Grand Trunk Western Railroad (the "Carrier"), I am writing in response to the "Amended [sic] And Supplemental Complaints To The Surface Transportation Board" filed by Larry Thornton on July 7, 2005. Mr. Thornton's latest filing is the second reply to the Carrier's Reply in Opposition to the Petition for Review he filed on behalf of Claimants T.K. Sorge and T.W. Black. Mr. Thornton's repeated replies to the Carrier's submission violate 49 C.F.R. § 1104.13(c), and so, this latest filing should be stricken from the record for that reason alone. To the extent the Board considers Mr. Thornton's July 7 filing, the Carrier respectfully requests that the Board also consider the following points in rebuttal.

Included with Mr. Thornton's latest filing is a letter from Michael Watkins in which Mr. Watkins argues that he was "unjustly terminated," and that he is entitled to the same benefits Messrs. Sorge and Black sought unsuccessfully in the New York Dock arbitration at issue in this case. However, as Mr. Watkins' letter indicates, he voluntarily resigned from his position with the Carrier and received a substantial severance payment in exchange for executing a release (a redacted copy of which is attached hereto), in which he expressly waived his right to protective benefits. Because he explicitly waived his right to protective benefits, Mr. Watkins has no right to seek further benefits or to otherwise participate in this proceeding. Furthermore, any claims Mr. Watkins may purport to have in connection with his execution of the attached release were not raised in the course of the arbitration proceeding before Arbitrator Rinaldo in this case, and therefore, are not properly before the Board in this appeal from Arbitrator Rinaldo's award.

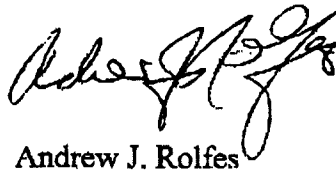
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Mr. Thornton's "Ammended [sic] And Supplemental Complaints" also misconstrues the nature of this proceeding by attempting to argue that the Carrier failed to answer a complaint governed by the formal complaint rules set forth in 49 C.F.R. § 1111. Contrary to Mr. Thornton's argument, this matter involves a Petition for Review of a New York Dock arbitration award under 49 C.F.R. § 1115.8, and so Mr. Thornton's attempt to rely on the formal complaint rules in 49 C.F.R. § 1111 is misplaced.

The remaining arguments presented in Mr. Thornton's July 7 filing have all been thoroughly addressed in the Carrier's Reply to Complainants' Petition for Review. For the reasons set forth therein, nothing in Mr. Thornton's latest filing (or any of his previous submissions), comes close to satisfying the Lace Curtain standard, and therefore, Complainants' Petition for Review should be denied.

Respectfully,



Andrew J. Rolfes

AJR/bc
Enclosure

cc: Larry G. Thornton (via reg. mail) (w/enc)
T.W. Black (via reg. mail) (w/enc)
T.K. Sorge (via reg. mail) (w/enc)

REDACTED

RESIGNATION AND RELEASE

Michael D. Watkins (Employee), in consideration of the payment of the sum of [REDACTED] less payroll deduction for applicable taxes and employee contributions, said sum being in addition to his final paycheck and payment for services and benefits earned prior to his resignation, hereby resigns from employment with the Canadian National/Grand Trunk Western Railroad (the Company) effective with the close of business September 30, 2004. Employee promises not to seek employment with the Company or its affiliates after the Termination Date. The Employee agrees to relinquish all property, files and equipment of the Company in his possession and control, and releases the Company from liability as follows:

Employee, on behalf of himself and his heirs, executors, attorneys, administrators and assigns, hereby fully and forever waives, releases and discharges the Company, its subsidiaries, parent companies, and affiliates (including their respective directors, officers, employees, shareholders and agents, past, present and future), and each of their respective successors and assigns (hereinafter collectively referred to as Releasees), from any and all actions, causes of action, claims, judgments, orders, damages, controversies, lawsuits, demands or liabilities of any kind (whether known or unknown, vested or contingent, suspected or unsuspected, or concealed or hidden) which have been or could be asserted against the Releasees arising out of or related in any way to his employment with and/or separation from employment with the Company and its subsidiaries, corporate parents and affiliates and/or any other act, omission, or occurrence, including but not limited to:

1. any and all claims for alleged employment discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, in violation of any federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims for discrimination under the following statutes: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. §1981, the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 et seq., the Older Workers Benefit Protection Act, the Rehabilitation Act of 1972, as amended, 29 U.S.C. §701 et seq., the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and any state human rights or wage protection statutes; and/or
2. claims, actions, causes of action, demands or liabilities arising out of or resulting from the acquisition of Illinois Central Corporation/Grand Trunk Western Railroad and Wisconsin Central Transportation Company, or the future acquisition of any other rail carrier by Canadian National Railway (including but not limited to claims for employee protection pursuant to Surface Transportation Board approval of the transaction and claims for change of control benefit under Company benefit plans); and/or
3. claims, actions, causes of action, demands or liabilities resulting from or arising out of any job-related injury, illness or physical condition; and/or

KNOWN

MDW

4. claims, actions, causes of action, demands, or liabilities under any other federal, state, municipal or local statute, common law, order, ordinance or regulation; and/or
5. any other claim whatsoever, including, but not limited to, claims based upon breach of contract, tort, wrongful termination, defamation, intentional infliction of emotional distress, negligence and/or any other common law, statutory, or other claim.

Employee agrees and acknowledges that, in the course of his employment with the Company, he has become acquainted with confidential and privileged information belonging to the Company. Employee agrees that he will not, without the prior written consent of the Company, disclose any confidential materials or trade secrets or make any use of any such information of the Company, in any way, except as may be requested by the Company or as required by law. This obligation does not bar Employee from accepting employment in the transportation industry or by a competitor of the Company so long as Employee continues to maintain the confidentiality of such information and does not act adverse to the interests of the Company based solely on his knowledge of such confidential and privileged information.

Employee agrees that he will not hereafter knowingly assist or become associated with any interest adverse to the Company, its directors, officers, employees or agents, if such interest would relate to any matter which has been the subject of his attention during his employment with the Company or which might involve any privileged or confidential information with which he has become familiar while employed by the Company.

The Company has advised Employee of his right to consult with an attorney before signing this Agreement. Employee agrees he has had 21 days to consider this Agreement, consult an attorney and decide whether to sign it.

I acknowledge and agree that I have carefully read and fully understand all of the provisions of this Release and Resignation and that I voluntarily enter into it by signing below.

Harold A. McCarthy
(Company Representative)

HR. Manager
(Title)

10-14-04
(Date)

Witness

MICHAEL D. WATKINS
(Employee Name - Please Print)

Michael D. Watkins
(Signature)

Oct. 8, 2004
(Date)

KLETT ROONEY LIEBER & SCHORLING

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FACSIMILE COVER SHEET

Facsimile Telephone Number: (215) 567-2737

DATE: July 19, 2005

Number of Pages (inclusive): 5

NAME	FACSIMILE NUMBER	CONFIRMATION NUMBER
Hon. Vernon A. Williams	202-565-9002	202-565-1718

CLIENT: Canadian National

MATTER: New York Dock

FROM: Andrew J. Rolfes

TELEPHONE NO: (215) 567-7741

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