

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

DEC 1 2014 PM 2:16

_____	*	
In re:	*	
	*	Bk. No. 3-10670
MONTREAL MAINE & ATLANTIC	*	Chapter 11
RAILWAY, LTD,	*	
	*	
Debtor.	*	
_____	*	

ADMINISTRATIVE CLAIM APPLICATION  
OF JEFFREY C. DURANT

The undersigned, Jeffrey C. Durant, submits this application for payment of an administrative claim under 11 U.S.C. §503(b) and the Order Establishing the Deadline for Filing Administrative Claims and Approving the Form and Manner of Notice Thereof [Dkt. No. 1172].<sup>1</sup>

The basis for this claim is as follows. Durant was a locomotive engineer employed by the Chapter 11 Trustee ("Trustee") until November 12, 2013, when he was wrongfully terminated. At that time, Durant was a member of a bargaining unit of employees represented by the Brotherhood of Locomotive Engineers and Trainmen, a Division of the Rail Conference of the International Brotherhood of Teamsters ("BLET"), under the Railway Labor Act, 45 U.S.C. §151 *et seq.* ("RLA"). The terms and conditions of Durant's employment were governed by a collective bargaining agreement between the BLET and the Montreal Maine & Atlantic Railway, Ltd. ("Debtor") which was assumed by the Trustee following the Chapter 11 Bankruptcy Filing and his appointment as Trustee. 45 U.S.C. §151, First and 11 U.S.C. §1167. A true copy of the relevant parts of the CBA is attached hereto as Exhibit A.

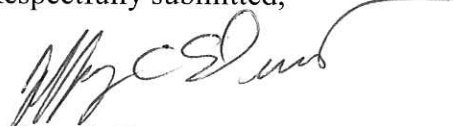
<sup>1</sup> This claim supersedes the previously filed pre-petition Claim 250.

Pursuant to the CBA, on January 6, 2014, the BLET filed an appeal of Durant's discipline on his behalf. A true copy of the appeal is attached hereto as Exhibit B. To date, the Trustee has not remedied the wrongful termination action, in violation of the CBA.

Consequently, this application seeks back pay for the time period within which Durant would have maintained his employment had he not been wrongfully terminated by the Trustee. *and future pay*

Durant's annual salary of \$65,000 pro-rated between the dismissal on November 12, 2013 and the discontinuance of operations of the Debtor railroad, as operated by the Trustee, on or about May 15, 2014, amounts to ~~\$33,000~~ *plus benefits* ~~525,000~~ *525,644.20*

Respectfully submitted,



Jeffrey C. Durant  
1029 Main Rd.  
Brownville, Me. 04414  
(207) 279-0353

# **EXHIBIT A**

## NMB Mediation #A13549

Montreal, Maine & Atlantic Railway, Ltd.

And

Brotherhood of Locomotive Engineers & Trainmen

Collective Agreement



5/13/2011

**SECTION 1 - PREAMBLE**

Montreal Maine and Atlantic Railway, Ltd. (MMA) recognizes the General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen (BLET), the designated representatives of which are signatory hereto, as bargaining representatives of all Engineers, Conductors, Trainmen and Engineer and or Conductor/Trainmen Trainees included in the US Roster.

Any future modification or revision of any rule, agreed-upon interpretation or rate of pay will be accomplished by negotiation between the highest officer designated by the Montreal Maine and Atlantic Railway, Ltd. under the provisions of the Railway Labor Act, as amended, and the BLET.

MMA will undertake the responsibility for the printing of this Agreement and its distribution to covered Train and Engine Service Employees. Any replacement copies of the agreement will be distributed by BLET.

## SECTION 2 - SCOPE

- 2.1 Engineers and Trainmen employed by the Company shall be covered by this Agreement. Except as otherwise provided herein, Engineers and Trainmen shall perform any and all services under the direct control of the Carrier required for the makeup of trains and/or the movement of cars and trains over and through Carrier's trackage and in its business of servicing industrial sidings, for which they are qualified.
- 2.2 Except as otherwise provided herein, the operation of locomotives, remote control devices used to operate locomotives, and any other motive power used for the makeup and/or movement of cars and trains will be considered work of the Engineers subject to this Agreement.
- 2.3 It is understood that the operation of certain equipment in conjunction with the maintenance of way, which does not require that the operator be a Certified Locomotive Engineer, will not be considered the exclusive work of the Engineers subject to this Agreement.
- 2.4 The primary work of the employees working in "Train and Engine Service" as described above, will not be assigned to others except only as necessary for the operation of the railroad (e.g., customer demand for service when operating crews are not available, are scheduled for a conflicting, subsequent assignment or a conflict in Hours of Service) or in the event of an emergency, the carrier may assign such other employees as it deems necessary to perform such work. The carrier reserves the right to perform 'Light Engine' movements with any qualified personnel.
- 2.5 It is understood, that if operating crews are not available to assist, other employees may assist Train crews in their duties relative to the movement of their trains while functioning as Utility Men on an incidental basis only with the understanding that incidental work is that additional work which is a necessary detail in the sequence of accomplishing a main task.
- 2.6 While the Parties recognize that the provisions of section 2.5 of this Article are designed to provide the Carrier with a flexible and efficient operating environment they also recognize that it is not the intent of the Parties that the Carrier would use the incidental work provisions of section 2.5 in combination or to the extent that they would or could be used to eliminate Train and Engine service positions, furlough Train and Engine service employees, avoid hiring Train and Engine service employees or promoting employees to the positions of Locomotive Engineer or Conductor/Trainman by using Company officers or other employees not subject to the terms and conditions of this agreement to perform service as operating employees.
- 2.7 At locations where there is insufficient work in train and engine service to provide the minimum number of starts in a pay period, the Carrier may establish combination assignments where train and engine service employees may be used in other service for which they are qualified in order to make the minimum number of starts in a pay period with the understanding that they will not be required to perform janitorial services except as may be required while working in "other service" in connection with the Mechanical department.

- 2.8 Employees working combination assignments will perform all such duties subject to the full terms and conditions of the MMA/BLET Collective Agreement

Note: It is understood that spare list assignments will not be converted into combination assignments.

## SECTION 3 - HOURS OF WORK AND RATES OF PAY

### 3.1 WORK SCHEDULE

- 3.1 Work Schedule is defined as the number of starts, hours or work days that an employee would be scheduled to work in a ½ month payroll period, i.e. from the 1<sup>st</sup> to the 15<sup>th</sup> or 16<sup>th</sup> to the end of the month.
- 3.2 When an Employee reports for duty it will be counted as one start.
- 3.3 Each payroll period there will be between 10 and 12 starts depending on the number of work days in the normal work schedule of each employee.

### 3.4 ASSIGNMENT DESIGNATION/RATING

- 3.4 Assignments will be designated as either “**Low Rated**” assignments or as “**High Rated**” assignments. These designations will reflect the range of hours a particular job or assignment is required to work.
- 3.5 “Low Rated” assignments will normally work between 8 and 10 hours per day, while “High Rated” assignments will normally work between 10 and 12 hours per day.
- 3.6 An Employee whose assignment is designed so that he/she protects assignments at both the “High Rate” and the “Low Rate” such as relief assignments will have their pay determined upon the preponderance of service between low and high rated jobs.
- 3.7 Extra list assignments will be paid at the high rate with one rest day. If the assignments covered by this Extra List are low rated then this position will be low rated as well and will have two rest days.

### 3.8 SALARY & CALCULATION

- 3.8 The pay of Employee’s subject to this Agreement will be based on an annual salary except as otherwise modified herein in Appendix B.
- 3.9 Each month there will be two (2) payroll periods.

- 24.5 Employees appointed to official positions with the Carrier or who accept a full-time Union position will be granted leaves of absence for the duration of the assignment.
- 24.6 Employees returning from leaves of absence as specified in section 24.1 of this Article must report for duty upon the expiration of leave or extension thereof. Failure to return to duty or to provide satisfactory reasons for not doing so will result in forfeiture of seniority. If an employee is returning after an absence of thirty (30) days or more, the employee will be required to have a return to work assessment by the Carrier's Company doctor before returning to duty.
- 24.7 Employees returning from leaves of absence as specified in section 24.1 of this Article must report for duty within thirty (30) days from the conclusion of their assignments and the expiration of leave or be subject to the provisions of section 24.6 of this Article.
- 24.8 Unless mitigating circumstances otherwise dictate, Employees who absent themselves for 14 days or more without written authorized leaves of absence as provided in this Article will forfeit their seniority. When any Employee has been absent without written authorization for seven (7) days, the Employee and the BLET General Chairman will be notified in writing.
- 24.9 Leaves of Absence are not required when Employees are unable to perform service due to a legitimate sickness or injury.
- 24.10 Seniority will continue to accumulate while on approved leave of absence.
- 24.11 Leaves of absence shall not be used to engage in other employment.

## SECTION 25 - HEALTH & WELFARE

- 25.1 The Carrier shall provide insurance benefits contained in the plans that Carrier participates in and on the same terms as they apply to other employees of the MMA and as they may be amended from time to time.
- 25.2 A booklet outlining the coverage available can be obtained from the Human Resources office located at Northern Maine Jct., in Hermon, Maine or on the MMA website at [www.mmarail.com](http://www.mmarail.com).
- 25.3 Employees must meet the qualifying criteria described in the plans before they become eligible to receive benefits.
- 25.4 Employees should refer to the plan documents for exact details of their insurance benefits.
- 25.5 This insurance is effective only as long as the employee is eligible for insurance and becomes and remains insured as provided in the applicable policy.
- 25.6 Unless pre-empted by the Family Medical Leave Act (FMLA), an employee on leave of absence for medical reasons, in excess of ten (10) working days, will be covered on the MMA Employee Health Plan (Medical/Dental) for up to a maximum period of six months from date the leave begins.

## SECTION 26 - DISCIPLINE



- 26.1 No Train and Engine service Employee will be disciplined without a fair and impartial hearing unless the Carrier offers a right to waive investigation, as provided in section 26.2 and said waiver is accepted by the employee. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested or via FedEx ) or hand-delivered to the employee within fifteen (15) days of the Carrier's first knowledge of the act or occurrence. The Carrier shall provide the Local Chairman with a copy of the notice of hearing. The notice of hearing will contain information sufficient to apprise the Employee of the precise act or occurrence to be investigated. Such information will include date, time, location, assignment, and occupation of the Employee at the time of the incident. The notice of hearing will also include a list of all necessary material witnesses to be called. The hearing will be scheduled to take place within twenty (20) days of the Carrier's first knowledge of the act or occurrence. The hearing may be postponed by either party due to sickness, injury or vacation of principals or witnesses. It may also be postponed due to unavailability of Chosen Representative, Charging Manager or Hearing Officer, except for situation covered by Section 26.3. The hearing may be postponed for any reasons by mutual consent of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day. Hearings will be held at the home terminal of the Employee. An Employee required to attend a hearing at a location other than at his/her home terminal will be allowed Personal Auto Expense as outlined in Section 15 of this Article.
- 26.2 The Carrier may offer a charged employee the right to waive the investigation and accept responsibility for the charges. Such offer of waiver, if accepted by the Employee will be in writing and signed by both the Carrier and the employee. Prior to signing, the employee will be given the opportunity to allow review of said waiver by his/her Local Chairman. The waiver will contain the specific amount of discipline and conditions that will be assessed as a result of the employee waiving his/her rights to an investigation. If said waiver is declined by the employee the conditions of same shall not be used in any other forum by either party.
- 26.3 Employees may not be suspended pending a hearing except when the act or occurrence to be investigated is of a serious nature including: Rule G, insubordination, extreme negligence or dishonesty. Employees' suspended while on duty will be transported to their home terminal.
- 26.4 The Employee may request that the Carrier provide witnesses not listed on the notice of hearing and will have the opportunity to secure the presence of witnesses in his/her own behalf. The Employee will have the right to be represented by a representative of his/her own choosing and he/she and his/her representative will have the right to question all witnesses. The Employee and his/her representative will be provided with an accurate copy of the hearing transcript within fifteen (15) days of the completion of the hearing if discipline will be assessed.
- 26.5 The Employee must be notified within fifteen (15) days of the completion of the hearing if discipline will be assessed. The types of discipline, which may be assessed, are reprimand, deferred suspension, relevant training, actual suspension, and dismissal. The types of discipline may be assessed individually or in combination. The Employee may be required to serve deferred suspension only if he/she commits another offense for which discipline is imposed within the succeeding six (6) - month minimum / nine (9) month maximum period. Training which is required as part of discipline will be held at the home terminal or at a mutually agreed upon location of the affected employees assignment at time of discipline. If the Employee is required to travel to attend discipline training, he/she will be allowed Personal Auto Expense as outlined in Section 15 of this Article.
- 26.6 If the finding of the hearing is that the Employee is not at fault, he/she will be so notified and he/she will be compensated for the actual wages lost, if any. If no wages are lost the Employee will be compensated

for the actual time spent with a minimum of four (4) hours. In addition, the Employee will be paid Dead Heading for travel from home terminal to location of hearing and return.

- 26.7 If the finding of the hearing is that the Employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the BLET General Chairman or his designated representative to the Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of receipt of appeal. Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the Employee, he/she will be paid in accordance with section 26.6 of this Section. If the appeal is denied, the decision of the Designated Company Official will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for final disposition of the claim under the Railway Labor Act are instituted by the Employee or the duly accredited representative.
- 26.8 The time limits at any stage of handling may be extended by written agreement between the Carrier and BLET. When the U.S. Mail is used, the US Postal Service postmark will govern in determining compliance with the various time limits.
- 26.9 If the Carrier's discipline decision is modified or overturned at any stage of handling resulting in a payment to the Employee, the Carrier will forward modified BA-6 data to the Railroad Retirement Board to assure that BA-6 credits are awarded to the Employee for all time withheld from service in connection with the Carrier's discipline decision pursuant to the provisions of Section 26 of this Agreement.
- 26.10 Disputes arising from the application of paragraph 26.9 of this Section will be resolved by:
- (a) Seeking an Interpretation of the applicable award
- Or
- (b) For cases resolved locally before reaching arbitration, pursuant to the provisions of Section 27 of this Agreement.

## SECTION 27 - CLAIMS/GRIEVANCES NOT INVOLVING DISCIPLINE

- 27.1 All claims/grievances must be filed within twenty (20) days from the date of the occurrence on which the claim/grievance is based.
- 27.2 Sufficient available information will be provided to identify the basis of the claim/grievance, such as:
- (a) Name, Occupation, Employee ID Number
  - (b) Train symbol or job number
  - (c) Engine number(s)
  - (d) On and off duty times
  - (e) Nature of the service rendered or of the action/lack of action alleged to be improper upon which the claim/grievance is based.
  - (f) Date, time, location, and involved Carrier officer relevant to the claim/grievance, if known.
  - (g) Applicable Agreement Rule, if known, and reason(s) supporting claim/grievance.
  - (h) Remedy sought

Chairman will select a competent medical professional to make that determination, whose decision will be final and binding.

**SECTION 30 - MORATORIUM**

- 30.1 This Agreement will remain in effect through \_\_\_\_\_, 2011, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- 30.2 No party to this Agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of this Agreement prior to \_\_\_\_\_, 20\_\_\_\_, to be effective \_\_\_\_\_, 20\_\_\_\_.
- 30.3 All proposals in pending notices served by the Organization and the Carrier are hereby withdrawn.
- 30.4 This Article will not bar the Carrier or the Organization from agreeing upon any subject of mutual interest.
- 30.5 This agreement between the parties dated \_\_\_\_\_, 2011, and constitutes the whole agreement. Any memoranda of agreement or letters of understanding not modified or rescinded by this agreement will remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011 in Hermon, Maine.

For the Employees:

For Montreal, Maine & Atlantic Railway, Ltd.:

\_\_\_\_\_  
Kevin J. Moore  
General Chairman BLET

\_\_\_\_\_  
Robert C. Grindrod, President

\_\_\_\_\_  
Heath E. Gentle  
Local Chairman BLET

Approved:

\_\_\_\_\_  
Michael D. Twombly  
Vice President BLET



**APPENDIX A**

**MONTREAL, MAINE & ATLANTIC RAILWAY SENIORITY ROSTER**

Ranking	Name	Date of Hire	Prior Rights		Engineer Qualified
1	Vachon, Mario	01/09/2003	V	S	Y
2	Young, Jr., James	01/09/2003	M	S	Y
3	Woodard, Arthur	01/09/2003	M	S	Y
4	Cunningham IV, Vernon	01/09/2003	M	S	Y
5	O'Leary, Jr., David	01/09/2003	M	S	Y
6	Herbest, Kevin	01/09/2003	M	S	Y
7	Gelo, Dennis	01/09/2003	V	S	Y
8	St. Pierre, Roger	01/09/2003	M	S	Y
9	Durant, Jeffrey	01/09/2003	M	S	Y
10	Currie, Stephen	01/09/2003	M	S	Y
11	Gould, Charles	01/09/2003	M	S	Y
12	Madore, Daniel	01/09/2003	M	S	Y
13	Collier, Keith	01/09/2003	M	S	
14	Martin, Dana	01/09/2003	M	S	Y
15	Peeverett, Peter	01/09/2003	M	S	Y
16	Gentle, Heath	01/09/2003	M	S	Y
17	Collier, Marvin	01/09/2003	M	S	Y
18	Anderson, Gregory	01/09/2003	M	S	Y
19	Gagnon, Scott	01/09/2003	M	S	Y
20	Morse, Jay	10/06/2003	M	S	Y
21	Cail, Michael	11/05/2003	M	S	Y
22	Ellison, Robert	12/15/2003	M	S	Y
23	Butler, Rob	03/28/2005	M	S	
24	Trucott, Eric	08/09/2005	V	S	Y
25	McMannus, Chad	05/08/2006	M	S	
26	Blake, Andrew	01/04/2010	V	S	
27	Labonte, Chris	10/06/2010	M	S	Y
28	Stevens, Justin	11/01/2010	M	S	

M = MMA Maine Prior Rights  
V = MMA Vermont Prior Rights  
S = MMA System Rights



# **EXHIBIT B**



**Brotherhood of Locomotive Engineers and Trainmen**  
A Division of the Rail Conference – International Brotherhood of Teamsters

**COMBINED GENERAL COMMITTEE OF ADJUSTMENT**  
**STR-DH-SLR-MMA**

Kevin J. Moore – General Chairman  
3 Deer Hollow Rd.  
Plalstow, NH 03865

Office: 781-956-8638  
E-mail: [bletdiv191@hotmail.com](mailto:bletdiv191@hotmail.com)

January 6, 2014

Mrs. Gaynor Ryan  
VP Human Resources  
Montreal Maine & Atlantic Railway  
Northern Maine Junction Park  
15 Iron Road  
Hermon, Me. 04401

EMAIL & CMRRR 7012 1010 0003 0649 1104

Subject: Appeal of Disciple BLET Case No. GCDF-13-9-MMA Durant

Dear Mrs. Ryan,

Please find below an "Appeal of Disciple" on behalf of Montreal Maine & Atlantic Engineer J. Durant. I will be available to discuss this appeal at a time, date and place mutually agreeable to the parties pursuant to the provisions of Section 26 of the MMA/BLET Collective Agreement and the Railway Labor Act, as amended.

**Statement of Appeal:** "Appeal of Discipline" is presented on behalf of Engineer J. Durant, for removal of "Dismissal" from the Discipline Record Book against his name, as assessed in Carrier letter to him dated November 12, 2013 over the signature of Robert N. Cote General Manager-Engineering.

Appeal of Discipline is presented pursuant to Article 26 of the MMA/BLET Agreements in effect and the Railway Labor Act, as amended. Immediate restoration to service, removal of "Dismissal" from his record, payment of all lost time and all other expenses as a result of the discipline and attendance of his discipline hearing is requested.

**Statement Of Facts:** On October 15, 2013 the claimant was employed as Locomotive Engineer/ Remote Control Operator on Montreal Maine & Atlantic Railway. On this date the Claimant reported for duty with another crew member on assignment 210. The crew switched in Northern Maine Junction Yard to begin their day. During their tour of duty the crew left Northern Maine

Jct. yard to go switch a customer, Dead River Propane. When the crew arrived back to Northern Maine Jct. they were met by T. Scalia GM-Mechanical and K. Strout Director of Operating Practices. The crew was informed that an Inspector from the FRA had found a track that was not properly secured with handbrakes. The crew was removed from service. Thereafter, an investigation was held on October, 29, 2013 in connection with the following **"This full investigation being held to ascertain the facts and determine your responsibility, if any, in connection with the report that in the early afternoon hours on October 15, 2013 you left rail cars unattended and unsecured on track number one of the Northern Maine Jct. Yard Hermon, Me. While performing service as crew members of assignment 210."**

As a result of that hearing the claimant was assessed **"Dismissal"** pursuant to carrier notice dated November 12, 2013 over the signature of R.N. Cote GM-Engineering.

The organization rejects the Carriers assessment of discipline dated November 12, 2013. This appeal is properly presented pursuant to the provisions of the MMA/BLET collective agreement and the Railway Labor Act, as amended.

**Position of the Organization:** It is the position of the Organization that after the facts were fully developed the Carrier made numerous procedural errors and failed in their burden of proof.

**Procedural Error:** The Carrier introduced a document that it alleges is a report from Federal Railroad Administration inspector M. Raylinsky. The Carrier did not make Mr. Raylinsky available for questioning. How could the claimant receive a fair and impartial hearing when this is the only evidence introduced by the Carrier to prove guilt. The Organization objected that Mr. Raylinsky was not available to be questioned. The Organization also called into question the Inspectors report and the fact the Carriers Director of Operating Practices told the crew that he questioned the validity of the Inspection report (page 58-59 transcript).

The Carrier chose not to do a download of the claimant's engine which would have shown if a hand brake securement test had been performed. Failing to check the locomotive was another instant of the Carrier failing their burden of proof in this case

The Organization objected to the Hearing officer entering Carrier rules to the Hearing. The hearing officer is supposed to conduct the hearing in a fair and impartial manner. The burden of proof is on the Carrier to provide evidence and testimony to prove the claimant's guilt. The hearing officer in this case is a contracted by the carrier to conduct the hearing. The hearing officer in this case Mr. Larry Hicks is not an employee of the Carrier. It is the Organization's position that the carriers charging officer or a witness should have introduced these rules and explained how the claimant's actions or inaction violated the rules. Mr. Hicks stated he was there to get the facts, but it is the Carriers burden to provide the facts.

**Remedy:** It is the position of the organization that the entry of **"Dismissal"** made in the Discipline Record Book against Engineer J. Durant dated November 12, 2013 and signed by

R.N. Cote General Manager-Engineering is arbitrary and capricious.

Immediate restoration to service, removal of "**Dismissal**" from his record, payment for all lost time, all other benefits and all other expenses as result of the assessed discipline and attendance of his discipline hearing is requested.

For the Brotherhood of Locomotive Engineers and Trainmen

Kevin J. Moore  
General Chairman



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

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In re:		*
		*
MONTREAL MAINE & ATLANTIC		*
RAILWAY, LTD,		*
		*
Debtor.		*
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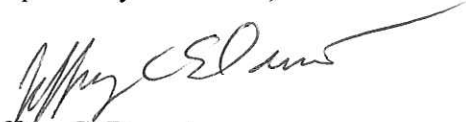
Bk. No. 3-10670  
Chapter 11

NOTICE OF HEARING

**Please take notice** that the undersigned, Jeffrey C. Durant, has filed an Administrative Claim Application ("Application") under 11 U.S.C. §503(b) and the Order Establishing the Deadline for Filing Administrative Claims and Approving the Form and Manner of Notice Thereof [Dkt. No. 1172]. The Application seeks <sup>525,644.20</sup>~~\$33,000~~ as compensation for Durant's wrongful termination of employment. A hearing on this Application will be held at the United States Bankruptcy Court, 202 Harlow Street, 3rd Floor, Bangor, Maine on **January 13, 2015** at **10:00a.m.**

You may file papers with the Court presenting your views on this Application. You may also attend the hearing in person.

Respectfully submitted,

  
 Jeffrey C. Durant  
 1029 Main Rd.  
 Brownville, Me. 04414  
 (207) 279-0353

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

_____	*	
In re:	*	
	*	Bk. No. 3-10670
MONTREAL MAINE & ATLANTIC	*	Chapter 11
RAILWAY, LTD,	*	
	*	
Debtor.	*	
_____	*	

**ORDER**

Upon consideration of the Administrative Claim Application of Jeffrey C. Durant for <sup>525644.20</sup> ~~\$33,000~~ as compensation for his wrongful termination, including consideration of the documentation and argument in support thereof, it is **HEREBY ORDERED** that the Application is **GRANTED**.

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Louis H. Kornreich  
Chief Judge  
United States Bankruptcy Court for  
the District of Maine

**ZWERDLING, PAUL, KAHN & WOLLY, P.C.**

1025 CONNECTICUT AVENUE NW, SUITE 712  
WASHINGTON, D.C. 20036-5420  
(202) 857-5000 (202) 223-8417 FAX

ROBERT E. PAUL\*##  
WENDY L. KAHN\*##  
MICHAEL S. WOLLY\*°  
MARGO PAVE\*#

WWW.ZWERDLING.COM

ABRAHAM L. ZWERDLING (1914-1987)

November 21, 2014

JORDAN M. KAPLAN\*◇

\*DC #MD +VA °NY ◇NJ

**Via Overnight Delivery**

Jeffrey C. Durant  
1029 Main Rd.  
Brownville, Me. 04414

RE: In re Montreal Maine & Atlantic Railway Ltd., Debtor.  
(Maine Bankruptcy Court, Case No. 13-10670)

Dear Mr. Durant:

Our firm is legal counsel to the Brotherhood of Locomotive Engineers and Trainmen. It has come to our attention that the claim you filed in the above-referenced bankruptcy proceeding as a pre-petition claim should have been filed as an administrative claim because it relates to events that occurred after the bankruptcy petition was filed. The deadline for filing administrative claims is 5:00 p.m. December 1, 2014; to be considered, such claims must be received by the Court on or before that time. You can file in person or by mail or private delivery service to this address:

United States Bankruptcy Court, District of Maine  
c/o Alec Leddy, Clerk  
202 Harlow Street  
Bangor, ME 04401

Because you have informed us that you do not regularly use email, you may not want to use the Court's electronic case filing system ("CM/ECF") to file electronically. Nonetheless, should you opt to file electronically, you should contact the Bankruptcy Court, in Bangor, Maine at (207) 945-0348 for assistance.

In addition, the amount you claimed is far in excess of what you might recover if your claim is allowed. Because the railroad was sold to a different entity during the bankruptcy, your claim should only be for the losses you incurred from the date of your wrongful termination until the last day of MMA's operations. As we understand it, you were earning a \$65,000 annual salary, so the amount you lost from November 12, 2013 to May 15, 2014 is about \$33,000.

To assist you in converting your previously-filed claim to an administrative claim, we enclose pleadings you can use to file with the Court. There is no fee associated with these filings.

ZWERDLING, PAUL, KAHN & WOLLY, P.C.



If you choose to file these pleadings, you should review them to ensure their accuracy and sign in each instance where indicated. Also, you should enter the filing date on the Certificate of Service in the space provided. If you decide to e-file the pleadings or send them by some method other than hand delivery, you should change the Certificate of Service to reflect that method.

These are your documents, so you may make changes to them as you deem necessary. If you have legal questions about your claim or these pleadings prior to filing, or at any point thereafter, you should consult with your own attorney.

As you will see from the enclosed notices, a hearing is being set at the United States Bankruptcy Court, 202 Harlow Street, 3rd Floor, Bangor, Maine **on January 13, 2015 at 10:00a.m.** Our understanding is that you would have to appear at Court at that date and time to ask the Judge to approve your claim. You should follow up with the Court shortly after filing these pleadings to inquire whether or not your case will be heard on that particular date, or on another date.

Again, these pleadings must be received by the Court **on or before 5:00 p.m. December 1, 2014.** This is all you should file. Our letter enclosing the pleading should not be filed.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'JK', written over the printed name 'Jordan Kaplan'.

Jordan Kaplan

Encl.

cc: General Chairman Kevin Moore

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE


\_\_\_\_\_  
In re:  
MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD,  
  
Debtor.  
\_\_\_\_\_

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Bk. No. 3-10670  
Chapter 11

CERTIFICATE OF SERVICE

I certify that on this 1 day of December, 2014, I hand delivered the following documents to the Court, which will serve them, through its electronic case filing system ("ECF"), upon those registered for service by ECF: (1) Administrative Claim Application, Notice of Hearing and Order; and (2) Motion to Limit Notice to Parties of Interest and Creditors on the Electronic Case Filing List, Notice of Hearing and Order.

  
\_\_\_\_\_  
Jeffrey C. Durant  
1029 Main Rd.  
Brownville, Me. 04414  
(207) 279-0353