UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, *et al.*,	§	
Plaintiffs,	§	
VS.	§	**CIVIL ACTION NO. 5:18-CV-71**
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN, *et al.*,	§	
Defendants.	§	

MEMORANDUM & ORDER

The plaintiffs in this case—The Kansas City Southern Railway Company (KCSR) and The Texas Mexican Railway Company (Tex-Mex) (collectively, "the Railroads")—are a pair of railway companies that operate, at least in part, in South Texas. Defendant Brotherhood of Locomotive Engineers and Trainmen (the Union) is a labor union that represents the Railroads' employees. Defendant Chris Heise is the Union's general chairman.

This case arises from a dispute over whether the Railroads are entitled to shift their point of interchange for trains that cross the U.S.-Mexico border from the border itself to a rail yard nine miles away in Laredo, Texas. The Union argues that the collective bargaining agreements (CBAs) between the parties do not allow the Railroads to make this change. The Union also argues that the change would run afoul of certain administrative-agency orders and regulations. The Railroads disagree with the Union's arguments in every respect and say that they intend to shift their point of interchange from the border to the Laredo rail yard on July 9, 2018. The Union has threatened to strike in response.

Pending before the Court is the Railroads' "Motion for Temporary Restraining Order and/or Preliminary Injunction." (Dkt. 6.) The Railroads ask the Court to enjoin the Union from

striking. (*Id.*) They contend generally that the Court has the authority to do so under the Railway Labor Act, 45 U.S.C. § 151 et seq. (*Id.*)

The Court held a hearing on the Railroads' motion on July 3, 2018. Having now carefully considered the testimony presented, the papers submitted, and the applicable law, the Court agrees with the Railroads. It concludes not only that it has the authority to enjoin the Union from striking but also that an injunction against the Union is appropriate in this case. Thus, for the reasons discussed below, the Railroads' motion is granted.

Factual Findings

Tex-Mex and KCSR own a rail yard in Laredo, Texas nine miles away from the U.S.-Mexico border. (*See* Dkt. 24 at 64–65.) Tex-Mex is currently responsible for operating trains that travel between the border and its Laredo rail yard. (*See id.* at 47.) This responsibility stems from the interchange procedure that the Railroads presently use. A railroad's interchange procedure is the process by which the railroad transfers its freight to another railroad when, for instance, one railroad ends and another begins. (*Id.* at 14–15.) Here, the Railroads' interchange procedure for trains travelling to and from Mexico is as follows. If a train is traveling north from Mexico to the United States, KCSR's Mexican affiliate, Kansas City Southern de México, S.A. de C.V. (KCSM),[1] operates the train until it reaches the middle of the International Bridge that traverses the U.S.-Mexico border. (*Id.* at 38–39.) At that point, the interchange occurs: the KCSM crew disembarks the train and walks back to Mexico while a Tex-Mex crew boards the train and operates it to the Laredo rail yard. (*Id.* at 39.) At the Laredo rail yard, the train stops again, and its freight cars are switched before it continues to another destination or is transferred to another carrier. (*Id.* at 44–45.) For trains travelling southbound toward Mexico, Tex-Mex operates the

[1] KCSM is not a party to this lawsuit.

train from its Laredo rail yard to the International Bridge. (*See id.* at 38–39.) The Tex-Mex crew then disembarks the train as a KCSM crew takes over and operates the train to its Mexican destination. (*See id.*)

In March 2016, the Railroads approached the Union with a proposal to shift the Railroads' interchange point from the International Bridge to Tex-Mex's Laredo rail yard. (*Id.* at 30.) But the Union refused to engage in any discussions about a potential change. (*Id.* at 31.) The parties met again in May 2016, and the Union confirmed that it was uninterested in discussing the possibility of shifting the interchange point. (*Id.*) In another meeting with the Union in August 2017, the Railroads again attempted to discuss their interchange proposal. (*Id.* at 31–32.) But again, the Union declined to work with the Railroads in evaluating the proposed plan. (*Id.* at 32.) Finally, in May 2018, the Railroads notified the Union that they had ultimately decided to shift the interchange point to the Laredo rail yard and that the change would be implemented in July. (*Id.* at 124–25.) In response, the Union stated that it will "withdraw all [Union]-represented employees from service" on the date the new interchange procedure is implemented. (Dkt. 23, Attach. 14 at 3.)

The new interchange procedure, which will go into effect on July 9, 2018 (Dkt. 24 at 132), is governed by an interchange agreement between the Railroads and KCSM (Dkt. 23, Attach. 5). Under the interchange agreement, trains travelling to and from Mexico will be interchanged at the Laredo rail yard, not the International Bridge. (Dkt. 24 at 64.) Accordingly, the agreement allows KCSM's Mexican crews to operate trains on the nine-mile stretch between the International Bridge and the Laredo rail yard. (*Id.* at 65.) The Union alleges that this change will displace approximately 14 Union-represented employees who are currently responsible for "delivering freight trains between the International Bridge and the . . . Laredo Yard." (Dkt. 16 at

7–8.) To assuage the Union's concerns, the Railroads have stipulated that, until the dispute with the Union is resolved, they will not lay off any employees who may be affected by the new interchange procedure. (Dkt. 24 at 127–28.)

The Railroads have been crafting a plan to move the interchange point to the Laredo rail yard for at least two years. (*See id.* at 30.) The purpose of this move is to allow trains to pass through the Laredo border crossing—the busiest international rail crossing on the U.S.-Mexico border—more efficiently. (*Id.* at 62–63.) By switching the interchange point, the Railroads will be able to nearly double the number of trains that they can send through the Laredo border crossing, resulting in increased profits for the Railroads and diminished roadway congestion in the United States and Mexico. (*Id.* at 62–64.) If the Union strikes when the Railroads move the interchange point, there will likely be extensive shipping delays, the impact of which will extend far beyond Laredo. (*Id.* at 81–83.) These delays would not only negatively impact the Railroads themselves but also any customers who rely on the Railroads to ship them their goods. (*Id.*)

The Railroads claim that the CBAs between the parties authorize the Railroads to move the interchange point to the Laredo rail yard. (Dkt. 7 at 13.) There are four CBAs that are relevant here. (Dkt. 23, Attachs. 1–4.) Two govern the relationship between the Railroads and their unionized engineers (*Id.* at Attachs. 2–3), and two govern the relationship between the Railroads and their unionized conductors (*Id.* at Attachs. 1, 4). Each of the CBAs contains similarly worded language addressing the interchange of trains. Specifically, they state, "[Tex-Mex] may specify such additional [interchange] . . . tracks as [Tex-Mex] deems necessary providing such additional . . . tracks are in close proximity. Bulletins specifying additional tracks will be furnished [to] the [Union] . . . prior to the effective date." (Dkt. 23, Attach. 1 at 10; *see id.*, Attach. 2 at 86; *id.*, Attach. 3 at 8; *id.*, Attach. 4 at 14.)

Lastly, the Railroads have worked extensively with the Federal Railroad Administration (FRA) to develop a program for certifying and training Mexican crews that will operate trains in the United States. (*Id.* at 68.) The Railroads' plan to certify Mexican crews was ultimately approved by the FRA. (*Id.* at 68–69.) Additionally, in developing the new interchange procedure, the Railroads consulted with another administrative agency—the Surface Transportation Board (STB). (*Id.* at 73.) In 2017, the Railroads met with STB officials to describe the new interchange procedure. (*Id.* at 74.) The STB never objected to the Railroads' plan. (*Id.*)

Discussion

A. Legal Standard

1. Preliminary Injunction

To obtain a preliminary injunction, an applicant must show (1) a substantial likelihood that it will prevail on the merits; (2) a substantial threat that it will suffer irreparable injury if the injunction is not granted; (3) that its threatened injury outweighs the threatened harm to the party it seeks to enjoin; and (4) that granting the injunction will not disserve the public interest. *PCI Transp., Inc. v. Fort Worth & W. R. Co.*, 418 F.3d 535, 545 (5th Cir. 2005).

2. Norris–LaGuardia Act and Railway Labor Act

As a general rule, the Norris–LaGuardia Act (NLGA), 29 U.S.C. § 101 et seq., "bars federal courts from issuing injunctions against unions in labor disputes." *Int'l Bhd. of Teamsters v. Sw. Airlines Co.*, 875 F.2d 1129, 1143 n.18 (5th Cir. 1989) (en banc). The Railway Labor Act (RLA), on the other hand, allows federal courts to issue injunctions against unions to compel compliance with the RLA's provisions. *Tex. Int'l Airlines, Inc. v. Air Line Pilots Ass'n Int'l (ALPA)*, 518 F. Supp. 203, 216 (S.D. Tex. 1981). The relationship between the RLA and the NLGA "has always been somewhat unclear." *Aircraft Serv. Int'l, Inc. v. Int'l Bhd. of Teamsters*,

779 F.3d 1069, 1074 (9th Cir. 2015). Nevertheless, in practice, "the RLA has been read as creating an exception to the NLGA." *Id.* Thus, in certain instances, if a union's proposed strike violates the RLA, the strike can be enjoined. *Nat'l R.R. Passenger Corp. v. Transp. Workers Union of Am.*, 373 F.3d 121, 123 (D.C. Cir. 2004).

"[T]he RLA establishes a *mandatory* arbitral mechanism for 'the prompt and orderly settlement' of two [types] of disputes." *Hawaiian Airlines, Inc. v. Norris*, 512 U.S. 246, 252 (1994) (emphasis added). The first type is known as a major dispute, and the second type is known as a minor dispute. *Id.* A dispute is major if it "relates to disputes over the formation of collective agreements or efforts to secure them." *Consol. Rail Corp. v. Ry. Labor Executives' Ass'n*, 491 U.S. 299, 302 (1989) ("*Conrail*"). Accordingly, major disputes arise "where there is no such agreement" or, at the very least, where a party to an existing agreement seeks to change the agreement's terms. *Id.* Conversely, minor disputes "contemplate[] the existence of a collective agreement already concluded or . . . a situation in which no effort is made to [either] bring about a formal change in [the agreement's] terms or to create a new one." *Id.* at 303. Minor disputes therefore "grow[]" out of the "interpretation or application" of already existing agreements. *Id.* In short, major disputes concern the creation of contractual rights; minor disputes concern their enforcement. *Id.* at 302.

If a dispute is major, "the RLA requires the parties to undergo a lengthy process of bargaining and mediation." *Id.* "Until they have exhausted those procedures, the parties are obligated to maintain the status quo . . . ." *Id.* But if a dispute is minor, employers are not necessarily required to maintain the status quo. *Id.* at 304. Strikes, on the other hand, are "unlawful" if they arise out of a minor dispute, *Bhd. of Maint. of Way Employes Div./IBT v. BNSF Ry., Inc.*, 834 F.3d 1071, 1076 (9th Cir. 2016), and may therefore be enjoined. *Conrail*,

491 U.S. at 304. Once a strike over a minor dispute is enjoined, the parties proceed to "compulsory and binding arbitration" before an adjustment board, which retains "exclusive jurisdiction" over the dispute. *Id.* at 303–04.

The burden on a railroad to establish that its action is contemplated by an existing CBA and is therefore minor is "relatively light." *Id.* at 307. The railroad must simply show that its action is "arguably justified" by the CBA's terms. *Id.* So long as the railroad's claims are neither "obviously insubstantial" nor "frivolous," the dispute is minor, and a strike arising out of that dispute can be enjoined. *See id.* Indeed, if any doubt exists about whether a dispute is minor or major, courts will often construe the dispute as minor. *See e.g.*, *Flight Options, LLC v. Int'l Bhd. of Teamsters, Local 1108*, 863 F.3d 529, 539 (6th Cir. 2017); *see also Bhd. of Maint. of Way Employes Div. v. Burlington N. Santa Fe Ry. Co.*, 596 F.3d 1217, 1223 (10th Cir. 2010) ("[T]he default position for courts is to deem a dispute as minor if it even remotely touches on the terms of the relevant collective bargaining agreement.").

B. Analysis

The Court will first assess the four-factor test governing preliminary-injunction motions. It will then address the Union's argument that the Railroads are not entitled to the relief they seek because they failed to comply with section 8 of the NLGA.

1. Four-Factor Test

a. Likelihood of Success on the Merits

The Union's threatened strike is "unlawful" under the RLA—and the Railroads are thus likely to succeed on the merits—if the strike concerns a minor dispute subject to mandatory arbitration. *See BNSF Ry., Inc.*, 834 F.3d at 1076.

Here, the Railroads' decision to move the interchange point to the Laredo rail yard has

caused a minor dispute because this change is "arguably justified" by the express terms of the relevant CBAs. The Union points to no provision in any of the CBAs that actually prohibits the Railroads from shifting the interchange point. On the contrary, the CBAs arguably establish a procedure by which the Railroads may move the interchange point subject to the requirement that they provide notice of the change to the Union. For instance, in the 1985 CBA between Tex-Mex and its unionized conductors, the CBA states that Tex-Mex may "specify such additional [interchange] . . . tracks as [Tex-Mex] deems necessary providing such additional . . . tracks are in close proximity." (Dkt. 23, Attach. 1 at 10.) The CBA states further that "[b]ulletins specifying additional tracks will be furnished [to] the [Union]." (*Id.*) The other CBAs contain substantively similar language. (*See id.*, Attach. 2 at 86; *id.*, Attach. 3 at 8; *id.*, Attach. 4 at 14.) In light of this express language, the Court concludes that the Railroads' claim that they are entitled to move the interchange point to the Laredo rail yard is neither "obviously insubstantial" nor "frivolous."[2]

The Union disagrees. It argues that the dispute here is major—and that the Railroads must therefore maintain the status quo—because, in its view, the Railroads are attempting to "abrogat[e]" the CBAs entirely. (Dkt. 16 at 19.) Not so. The Union spills considerable ink emphasizing that the Railroads' current interchange procedure has remained consistent for decades and that the Railroads have never used Mexican crews to operate trains beyond the International Bridge. (*Id.* at 20–23.) Apparently, the Union suggests that the replacement of American crews for Mexican crews is so significant that the dispute in this case cannot be

[2] The Court takes no position on whether the change the Railroads seek to implement actually falls within the authority granted to them under the CBAs. That question must ultimately be resolved in arbitration. Accordingly, the Court does not opine on the strength of the Railroads' arguments here. It merely holds that the dispute in this case is minor because it arises from a non-frivolous interpretation of preexisting contractual rights.

considered minor.[3] However, "[t]he Supreme Court has stressed that the relative importance of a case does not determine whether it qualifies as a major or minor dispute." *Bhd. of Maint. of Way Employes Div.*, 596 F.3d at 1222 (citing *Conrail*, 491 U.S. at 305). Rather, courts look to "whether a claim has been made that the terms of an existing agreement either establish or refute the presence of a right to take the disputed action." *Conrail*, 491 U.S. at 305. Thus, it is irrelevant here that the Union perceives the Railroads' action as momentous. Indeed, it very well might be. Nevertheless, because the Railroads seek to exercise a right that arguably already exists, the dispute is minor.

In the alternative, the Union attempts to "sidestep the *Conrail* framework entirely" by claiming that the distinction between minor and major disputes does not apply to this case. *See BNSF Ry., Inc.*, 834 F.3d at 1077. Essentially, the Union reframes the reasons for its threatened strike and argues that the RLA's mandatory dispute-resolution procedures do not apply to the dispute here. (Dkt. 16 at 13–14.) In doing so, the Union first contends that the Railroads' decision to move the interchange point to the Laredo rail yard violates (1) an order issued by the STB and (2) safety regulations promulgated by the FRA. (*Id.* at 14–18.) The Union then appears to argue that its decision to strike is fundamentally rooted in its political and policy objections to these alleged violations rather than its interpretation of the CBAs. (*Id.*) The Union is effectively contending that the Railroads' intended action is unlawful regardless of how the CBAs are

[3] The Union argues further that the Railroads' references to arbitration decisions from the National Railroad Adjustment Board and the Public Law Board do not support the Railroads' argument that the dispute in this case is minor. The Union also argues that the Railroads' references to industry practice and implied contract terms do not support its argument either. The Court, however, need not reach these additional contentions. Although courts may look to analogous arbitration decisions, industry practice, and implied contract terms in assessing whether a dispute is minor, those factors are neither exclusive nor dispositive. *Bhd. of Maint. of Way Employes Div.*, 596 F.3d at 1223, 1225. And here, the Court holds that the express terms of the CBAs themselves are enough to arguably justify the Railroads' explanation for their actions.

interpreted. (*Id.*) Therefore, according to the Union, because the RLA allows courts to enjoin strikes only when the interpretation of a CBA is at issue, the NLGA's baseline prohibition against strikes applies to this case instead. (*Id.*)

The Union's alternative argument raises nothing more than a "distinction without a difference." *See BNSF Ry., Inc.*, 834 F.3d at 1077 (explaining that the union's contention that the dispute in that case was not over enforcement of the CBA but rather over whether the railroad's actions violated the RLA's grievance process was simply a "distinction without a difference"). It is just another way of saying that the Railroads do not have a "contractual right to take the contested action" and that their argument to the contrary is frivolous. *See id.* (quoting *Conrail*, 491 U.S. at 307). This is therefore a dispute that falls squarely within the major/minor framework of the RLA and *Conrail*.[4] *See id.* And the Union's alternative argument does not change that fact that the dispute in this case is minor. Even assuming that the Railroads could be barred from moving the interchange point under the CBAs because doing so would violate the STB order or the FRA regulations, the Railroads have raised a non-frivolous argument that moving the interchange point does not violate the requirements of either agency. The Railroads have set forth evidence that they notified the STB of their plan to shift the interchange point to the Laredo rail yard and that the STB never raised any objections. (Dkt. 24 at 73–74.) The Railroads have also set forth evidence that they took extensive measures to comply with the FRA's safety regulations. (*Id.* at 68–73.) Thus, the Railroads are likely to succeed on the merits by showing

[4] The crux of the Union's alternative argument is admittedly difficult to discern. To the extent that the Union is instead arguing that the dispute here is not a labor dispute at all and thus outside the RLA's scope, its argument fails for at least two reasons. First, it is belied by the Union's admission that this case does in fact involve a labor dispute. (Dkt. 16 at 13.) Second, it is illogical to assert that the dispute here is not a labor dispute under the RLA but at the same time is also subject to the NLGA's proscription of injunctions against unions in labor disputes. The Union cannot have it both ways.

that the dispute is minor.

b. Irreparable Injury

The Railroads have set forth sufficient evidence to show that they will suffer irreparable harm unless the Court enjoins the Union from striking.[5] Specifically, they have shown that a strike would cause widespread shipping delays that would in turn have a negative effect on customer goodwill. (Dkt. 24 at 81–83.) This harm would be irreparable because there is "no way" to calculate—or remedy—the loss of customer goodwill or damage to the Railroads' reputation. *See US Airways, Inc. v. U.S. Airline Pilots Ass'n*, 813 F. Supp. 2d 710, 736 (W.D.N.C. 2011). Thus, the irreparable-injury factor is satisfied.[6]

c. Balance of Harms

Next, the Court concludes that the harm the Railroads would suffer if an injunction were not issued outweighs the harm, if any, that the Union will suffer if an injunction is issued. If the Union strikes, the Railroads would suffer enormous disruption, financial harm, and loss of customer goodwill. On the other side, the Union will likely suffer no harm from an injunction, for two reasons. First, the Railroads stipulated that they will not lay off any employees directly affected by the interchange agreement with KCSM pending the arbitration of the dispute. (Dkt.

[5] The Union contends that the Court must analyze the harm that the Railroads will suffer not if the Union strikes, but rather if the status quo remains unchanged. (Dkt. 16 at 28.) But this is not one of the four factors. The only harm that matters here is the harm that will be caused by granting—or not granting—the injunction.

[6] The Railroads contend that they need not establish that they will be irreparably harmed. (Dkt. 7 at 18 n.2.) In support of this assertion, they cite *Conrail*, 491 U.S. at 303. To be sure, the Supreme Court in *Conrail* held that district courts may enjoin a violation of the status quo "without the customary showing of irreparable injury." 491 U.S. at 303. But because the *Conrail* Court only discussed this exception in the context of major disputes, it remains unclear whether this rule also applies to minor disputes—such as the dispute in this case. *See id. But see Atlas Air, Inc. v. Int'l Bhd. of Teamsters*, 280 F. Supp. 3d 59, 88 (D.D.C. 2017) ("[A]n injunction under the RLA does not require evidence of irreparable injury."). In any event, for the reasons already discussed, the Court here finds that the irreparable-injury requirement is satisfied.

24 at 127–28.) Second, if the Union does suffer any damage notwithstanding the Railroads' stipulation, it can obtain relief through arbitration. Therefore, this requirement is also satisfied.

d. Public Interest

The evidence also shows that enjoining the Union's strike will not disserve the public interest. In fact, it is the strike that poses a threat to the public. The RLA was passed to prevent "wasteful strikes and interruptions of interstate commerce." *Detroit & T. S. L. R. Co. v. United Transp. Union*, 396 U.S. 142, 148 (1969). Here, the Railroads have set forth evidence showing that a strike would indeed cause major interruptions of interstate commerce. (Dkt. 24 at 81–83.) Therefore, the public's interest will be best served by enjoining any strike and enforcing the parties' obligation to arbitrate. This final requirement is satisfied.[7]

2. Section 8 of the Norris–LaGuardia Act

Lastly, the Union argues that even if the Court concludes that the dispute here is minor under the RLA and that the other preliminary-injunction factors weigh in the Railroads' favor, the Court still may not enjoin the Union from striking because the Railroads failed to comply with section 8 of the NLGA. (Dkt. 16 at 23–27.) Section 8 of the NLGA applies to disputes governed by the RLA and is accordingly treated as an independent limitation on the district courts' power to issue injunctions in RLA cases. *Aircraft Serv. Int'l*, 779 F.3d at 1074–75.

[7] The Union raises a cursory unclean-hands defense. (Dkt. 16 at 30.) The unclean-hands doctrine applies when a plaintiff is undeserving of equitable relief because it has engaged in wrongful acts that "in some measure affect the equitable relations between the parties." *Mitchell Bros. Film Grp. v. Cinema Adult Theater*, 604 F.2d 852, 863 (5th Cir. 1979). Here, the Union appears to argue that the Railroads have unclean hands because they allegedly violated an STB order and FRA regulations. But as the Court has already noted, the evidence shows that the Railroads have proceeded to the best of their ability within the bounds of the requirements imposed by both the STB and the FRA. *See supra* section B.1.a. Indeed, the evidence shows that the Railroads have gone to great lengths to ensure that their actions regarding the interchange agreement with KCSM complied with the requirements and regulations imposed by the STB and FRA. Thus, the Union's unclean-hands defense fails.

Specifically, section 8 imposes two prerequisites upon a party seeking an injunction in a labor dispute. First, the party must "make every reasonable effort to settle [the] dispute." 29 U.S.C. § 108. In the context of minor disputes, this means that an employer is merely obligated to "take some reasonable steps toward dispute settlement before it can obtain an anti-strike injunction." *Ry. Exp. Agency, Inc. v. Bhd. of Ry., Airline & S.S. Clerks, Freight Handlers*, 437 F.2d 388, 394 (5th Cir. 1971) (citing *Rutland Ry. Corp. v. Bhd. of Locomotive Eng'rs*, 307 F.2d 21, 40 (2d Cir. 1962)); *see also Switchmen's Union of N. Am., AFL-CIO v. S. Pac. Co*., 398 F.2d 443, 447 (9th Cir. 1968) (dismissing a union's argument that section 8 divested the district court of the authority to issue an injunction because "there was no unfair surprise" on the part of the employer and because the employer "attempted to confer on the issue prior to the incident which led to the strike"). Second, the employer must "comply with any obligation imposed by law which is involved in the labor dispute in question." 29 U.S.C. § 108.

Here, the Railroads have satisfied both of the prerequisites imposed by section 8. First, they have taken "reasonable steps toward dispute settlement." Specifically, in March 2016, the Railroads met with the Union to begin discussing the possibility of moving the interchange point. (Dkt. 24 at 30.) In response, the Union explicitly declined to participate in any conversations on that topic. (*Id.* at 31.) The parties also met in May 2016, but the Union still refused to discuss the issue. (*Id.*) In August 2017, the Railroads again approached the Union to discuss the possibility of a new interchange agreement with KCSM. (*Id.* at 31–32.) But again the Union rebuffed the Railroads' offer to talk. (*Id.* at 32.) Finally, in May 2018, the Railroads notified the Union that they intended to shift the interchange point in July. (*Id.* at 124–25.) These efforts on the part of the Railroads were more than enough to satisfy their duty under section 8 to take reasonable steps to settle the dispute.

The Railroads also satisfied section 8's requirement that they comply with any obligation imposed by law. The Union suggests that the Railroads failed in this regard because shifting the interchange point would violate the STB order and FRA safety regulations discussed above. *See supra* section B.1.a. However, it is clear that the Railroads worked with both agencies, in good faith, to ensure that they proceeded in accordance with both agencies' rules. *See id*. Because the Railroads acted in good faith to comply with STB and FRA requirements, the Court cannot find that the Railroads have failed to comply with their legal obligations. *See Alton & S. Ry. Co. v. Bhd. of Maint. of Way Employes*, 899 F. Supp. 646, 648 (D.D.C. 1995) (explaining that the railroads' good-faith reliance on well-settled law was enough to satisfy their duties under section 8). Therefore, the Railroads have complied with section 8, and the Union's argument fails.

Conclusion

For the foregoing reasons, Plaintiff's "Motion for Temporary Restraining Order and/or Preliminary Injunction" (Dkt. 6) is hereby GRANTED.

Accordingly, Defendants and their officers, agents, employees, and members are hereby PRELIMINARILY ENJOINED from authorizing, encouraging, permitting, calling, engaging in, or continuing any strikes, work stoppages, picketing, slowdowns, sickouts, or other self-help against Plaintiffs or their operating rail subsidiaries over any dispute relating to the interchange agreement between Plaintiffs and KCSM, including but not limited to the use of KCSM crews to move trains between the International Bridge and the Tex-Mex rail yard in Laredo, Texas.

Defendants and their officers, agents, employees, and members are also hereby ORDERED to immediately:

1. Instruct in writing all of Defendants' members employed by Plaintiffs to refrain from self-help against Plaintiffs and provide Plaintiffs with a copy of all such

instructions;

2. Notify all of Defendants' members employed by Plaintiffs by the most expeditious means possible of the contents of this Order and provide Plaintiffs with a copy of all such notices; and

3. Include in those notices a directive from Defendants to Defendants' members who are engaging in, or who may in the future engage in, any conduct enjoined by this Order to immediately cease and desist all such activity.

It is further ORDERED that:

1. This preliminary injunction shall be conditioned upon Defendants filing a bond in the sum of $10,000 with the Clerk of Court within five days of this Order;

2. This preliminary injunction shall remain in effect until Plaintiffs' request for a permanent injunction is resolved by court order or otherwise; and

3. A certified copy of this Order, in lieu of formal service, shall be served upon Defendants.

IT IS SO ORDERED.

SIGNED this 6th day of July, 2018.

Diana Saldaña
United States District Judge