**From:** Kidner, Grant [mailto:Grant.Kidner@nscorp.com]
**Sent:** Wednesday, June 8, 2016 9:11 AM
**To:** 'Jenny Brook' <jenny.brook@fourwindsinteractive.com>; Koppelman, Ryan <Ryan.Koppelman@alston.com>
**Subject:** FWI v. 22 Miles - Julian Herring

Jenny, Ryan,

I reviewed the complaint after learning that paragraphs 26, 27, and 61 concern Norfolk Southern employee Julian Herring. These paragraphs do not match the account Mr. Julian gave me two weeks ago. The same goes for paragraph 7 of the plaintiff's initial disclosures (which identifies Mr. Herring as a potential witness).

I discussed these paragraphs with Mr. Herring, and he confirmed their inaccuracy. Mr. Herring says he never saw (and never said he saw) a demonstration of FWI software by 22 Miles; rather, he saw – on the desktop of a 22 Miles employee – an icon that appeared to relate to FWI, and another icon that appeared to relate to a third service provider; these icons were never accessed and it was unclear to what they linked. Additionally (concerning paragraph 26), Mr. Herring says he did not indicate that Norfolk Southern was considering "switching" from FWI to 22 Miles; Mr. Herring says such a statement wouldn't make sense, given that Norfolk Southern's primary provider for related services is not FWI.

Please let me know if I might clarify,

Grant

Grant Hudson Kidner
Assistant General Solicitor
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