2018 IL App (5th) 160380-U

NO. 5-16-0380

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT



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| PAUL L. BRIGMAN, | ) | Appeal from the |
| | ) | Circuit Court of |
| Plaintiff-Appellant, | ) | St. Clair County. |
| | ) | |
| v. | ) | No. 11-L-662 |
| | ) | |
| THE ALTON & SOUTHERN RAILWAY COMPANY, | ) | |
| | ) | Honorable |
| | ) | Andrew J. Gleeson, |
| Defendant-Appellee. | ) | Judge, presiding. |

JUSTICE WELCH delivered the judgment of the court.
Justices Moore and Overstreet concurred in the judgment.

## ORDER

¶ 1 *Held*: The jury's verdict that the defendant, the Alton & Southern Railway Company, was not liable for injuries the plaintiff, Paul Brigman, sustained in a railroad collision was supported by the evidence.

¶ 2 The plaintiff, Paul Brigman, brought a negligence action against the defendant, the Alton & Southern Railway Company (Alton & Southern), pursuant to the Federal Employers' Liability Act (FELA) (45 U.S.C. § 51 *et seq*. (2012)) for bodily injuries and psychological damages that he suffered as a result of a railroad collision. Following a jury trial, the circuit court of St. Clair County entered judgment in favor of the defendant. For the reasons that follow, we affirm.

¶ 3 At 7:51 p.m. on January 30, 2011, a collision between two trains occurred at Alton & Southern's Gateway railroad yard in East St. Louis, Illinois, at a diamond crossing with two intersecting railroad tracks. The two intersecting tracks were called Beanery Horn and the Cotton Belt Horn. The plaintiff, who was employed by Alton & Southern as a conductor and a remote control operator, was operating a locomotive, which consisted of two switch engines, in the yard. Alton & Southern's bowl yardmaster, Tom Waltman, authorized an outbound Union Pacific train to depart the yard. The train's route required it to travel down the Beanery Horn through the diamond crossing. Shortly thereafter, Waltman instructed the plaintiff to go to lunch, which required him to travel down the Cotton Belt Horn through the same crossing. As the plaintiff approached the crossing, he failed to see the outbound train and was unable to stop in time to avoid a collision. The plaintiff's locomotive derailed and was knocked on its side, trapping the plaintiff inside for a period of time.

¶ 4 On December 5, 2011, the plaintiff filed a complaint under FELA, arguing that Alton & Southern was guilty of the following negligent acts or omissions in connection with the collision: (1) failure to properly coordinate the work and movement of rail traffic within the railroad yard; (2) failure to maintain proper communication with the crews working in the yard; (3) failure to properly supervise the work being performed in the yard; (4) failure to properly train its employees working in the yard; (5) failure to maintain a proper lookout for other rail traffic in the yard; (6) failure to provide appropriate equipment and tools for the work being performed; (7) failure to provide appropriate instructions for the work being conducted; (8) failure to warn the plaintiff;

(9) failure to give the plaintiff a proper job briefing; (10) failure to provide adequate lighting and an adequate view of the track ahead; (11) failure to provide stop signs, or other traffic controls or signals, to prevent the collision of engines and trains in the yard; and (12) failure to provide the plaintiff with a reasonably safe place to work. The complaint further alleged that, as a result of the collision, the plaintiff sustained soft tissue injuries and psychological injury (post-traumatic stress disorder).

¶ 5 At trial, the plaintiff testified that he was 48 years old at the time of the accident, had been employed at Alton & Southern since September 1996, and had worked at the Gateway yard the entire time of his employment. For the majority of his career, he worked second shift (from 3 p.m. to 11 p.m.), which is the shift that he was working on January 30. On that day, he was a member of the yard crew, working with another remote control operator, Josh Gregory. The plaintiff's job duties involved making trains and moving them to the perimeters in a time-efficient manner.

¶ 6 Waltman was working as the bowl yardmaster on this date. As the bowl yardmaster, Waltman controlled the western end of the Gateway yard. He used radio channel two to communicate with the crews working on that end of the yard. The crest yardmaster controlled the eastern end of the yard and used radio channel one to communicate with the crews on the east end of the yard.

¶ 7 The plaintiff testified that Waltman instructed him to "make a train" on the three perimeter track and "clear the crossings," which means clearing the railroad cars off the track to create a gap in traffic for a clear route. Although Waltman did not explain why the crossings needed to be clear, the plaintiff knew it was to allow the train on the four

perimeter track (the Union Pacific train) to travel south and leave the yard. The plaintiff observed the train sitting on the track next to where he was working. Although the train was scheduled to leave at 8 p.m., the plaintiff explained that the trains did not always run on time, and he knew that it would be departing sometime that night or early morning. He also knew that the train's scheduled route would take it through the diamond crossing.

¶ 8 After clearing the crossing, Waltman instructed the plaintiff to take the train around the east side of the yard and travel on track 11 to the western end of the yard. Before he could follow Waltman's instructions, the plaintiff had to obtain permission from the crest yardmaster to go to the east side of the yard and, therefore, had to switch to radio channel one. After traveling to track 11, the plaintiff switched back to radio channel two to obtain further instructions from Waltman. Waltman next instructed the plaintiff to bring his locomotive to two pocket, park it in two pocket, and go to dinner. In order to get to two pocket, the plaintiff had to travel down the Cotton Belt Horn and go through the diamond crossing. As he approached the diamond crossing at 10 miles per hour, he did not see a train traveling through the crossing on the Beanery Horn. Because he could see beyond the crossing, and Waltman had not warned him about any conflicting movement, he believed the route was clear. However, he acknowledged that he did not ask Waltman whether there were any trains leaving the perimeter tracks. He eventually saw the bulkhead of a railroad car in the crossing and tried to stop his locomotive, but it was too late and a collision occurred.

¶ 9 There were no stop signs or other traffic control devices at the diamond crossing, and there were no lights at the crossing. The plaintiff estimated that he could see over

400 feet with his headlights on dim. He could see a switch target, an approximately 12-inch by 6-inch piece of metal on the ground, beyond the crossing.

¶ 10 The plaintiff acknowledged that he had been trained on Alton & Southern's general code of operating rules, and the following rules were in effect at the time of the collision. Rule 6.28 stated as follows: "[E]ngines must move at a speed that allows them to stop within half the range of vision. Movement must stop short of: train; engine; railroad car; men or equipment fouling the track; stop signal; or derail or switch lined improperly." Also, Rule 6.16 instructed that "engines must be prepared to stop when they approach railroad crossings at grade." The plaintiff acknowledged that the crossing where the accident happened was a railroad crossing at grade. Rule 5.9.1 instructed the conductors to keep the headlights on bright except, in pertinent part, under the following condition: at stations and yards, where switching is being done, at an employee's request. The plaintiff explained that he switched his headlights to dim so that he "wouldn't blind somebody." However, he admitted that no one asked him to dim his headlights.

¶ 11 Leslie Hinds, a railroad safety consultant, testified through video evidence deposition as an expert for the plaintiff. He testified that a yardmaster was similar to an air traffic controller or a traffic cop in that the yardmaster is responsible for directing the flow of traffic in his part of the yard. According to Hinds, a proper job briefing from a yardmaster involves telling the crew what to do and providing them with all of the information needed to safely perform the job, which includes warning of any hazards or conflicting movements. Hinds believed that Waltman gave the plaintiff an incomplete job briefing when he instructed the plaintiff to go around to pocket two for lunch because

he did not warn the plaintiff about the potential conflicting movement of the Union Pacific train. He noted that the Union Pacific train, which consisted of 92 cars, was going through the diamond crossing when Waltman instructed the plaintiff to come to pocket two. Hinds believed that Waltman should have warned the plaintiff about the Union Pacific train but acknowledged that the plaintiff could have asked Waltman about the train.

¶ 12 As for why the plaintiff failed to see the Union Pacific train in the diamond crossing, Hinds testified that the train consisted of a group of three empty, articulating well cars, which are difficult to see at night, and that the engine's headlights went up and over the empty articulating well cars and illuminated the area beyond the diamond crossing. He explained as follows: the plaintiff had to "swoop around in a curve to go towards the diamond. When he does that, his headlight comes off of these cars that he sees out here and walk right over the flats. You don't see the flats. He doesn't see anything until he starts closing in on that bulk head."

¶ 13 Hinds explained that the plaintiff could only see directly in front of the headlight beam, but that if floodlights had been installed to light up the whole area, the plaintiff would have been able to see "out the peripheral vision." He further explained that the engineers and remote control operators dim their headlights when approaching areas where yard crews are working. He acknowledged that the plaintiff could see 700 feet with his headlights on dim. Hinds opined that the lack of adequate lighting at the crossing contributed to the collision. He believed that there was no reason why Alton & Southern could not put stop signs, gates, or electronic signals at the crossing.

¶ 14 Thomas Waltman testified that he was 49 years old and was employed by Alton & Southern. He started working at Alton & Southern in 1995 and had been a yardmaster at the Gateway yard since 2005. According to Rule 1.46 of the general code of operating rules, the yardmaster is "responsible for and shall directly supervise yard crews, clerks, and all other employees working in the yard" and must "see that they work in a safe, efficient, and economical manner according to the rules, regulations and instructions of the railroad." Waltman acknowledged that this rule applied to the yardmasters but clarified that everyone was responsible for working in a safe and efficient manner. He explained that employees hired for yard jobs are trained to "look out for movement in any direction [at] any time" and to listen to the radio because it is important to know "what's going on" in the yard and that they are "the eyes and ears of the yardmasters."

¶ 15 Waltman acknowledged that the bowl yardmaster is responsible for the western end of the Gateway yard, which contains the diamond crossing. He also acknowledged that any train movement in that end of the yard must be authorized by the bowl yardmaster, and any employees working in that part of the yard must comply with his instructions. However, he explained that the crew is responsible for making sure that their route is clear, which includes being aware of conflicting movement. As part of his job duties, he is required to give job briefings to the yard crew. He also manages track use, communicates and coordinates yard track users, and manages inbound and outbound trains.

¶ 16 On the night in question, Waltman was working in the bowl tower as the bowl yardmaster. Between 7 p.m. and 7:30 p.m., he cleared the Union Pacific train, which was

on perimeter track four, to leave the yard. The train was scheduled to leave at 8 p.m., which had been that train's scheduled departure time for years, but it left early that night. It was the only train scheduled to travel south on the Beanery Horn through the diamond crossing, and he knew that the train would have to travel through that crossing. He could not see the train from the bowl tower that night because it was dark and there were cars blocking his view.

¶ 17 Waltman acknowledged that he instructed the plaintiff to "go around to two pocket for lunch," which would require him to travel through the same diamond crossing as the Union Pacific train, but he did not tell the plaintiff about this conflicting movement. He explained that he thought the Union Pacific train had already departed but that, even if he knew the train was still in the yard, he would not have warned the plaintiff about the conflicting movement because it was his job to tell the yard crews "what to do," not "how to do it." He further explained that it was not mandatory for a yardmaster to warn about conflicting movements in the yard. Waltman testified that he heard prior radio communications between the plaintiff and Gregory that night where they were discussing the Union Pacific train on perimeter track four. The radio communications indicated that the plaintiff knew that the train was leaving and traveling south, but the plaintiff did not ask him about the departing train.

¶ 18 In August 2006, there was a collision between an outgoing train leaving the yard from perimeter track four and railroad cars being moved by the yard crew at the Gateway yard. Waltman was the bowl yardmaster when this collision occurred. In that situation, Waltman authorized a train to leave the yard and then instructed Michael Odom, a

member of the yard crew, to take some railroad cars and "poke them out onto a track." Waltman did not warn the yard crew about the conflicting movement of the outbound train because he had given the train authority to leave, and he did not realize that the train was still there. He testified that although the trains have scheduled departure times, they do not always leave at the scheduled time. There was an investigation into the collision where he had to discuss the accident with assistant superintendent Steven Augustine, his supervisor. He remembered Augustine asking him whether he warned yard crews about conflicting movements in the yard, but he did not remember Augustine telling him to do this in the future. He denied that Augustine told him that a proper job briefing included warning the yard crew about movements in the yard.

¶ 19 Following the investigation, Waltman was not disciplined and did not receive any instructions regarding the manner in which he was giving job briefings. He explained that he was not told to warn about conflicting movements in the yard because "we're never aware of every conflicting movement in the yard. The [switchmen] are our eyes and ears on the ground." He further explained that it is impossible for the yardmaster to see every conflicting movement in the yard and that "[t]hings change in a blink of an eye out there." He testified that there were between 15 and 50 switches on the western end of the yard and 7 perimeter tracks. The yardmaster was also in charge of the western end of the receiving yard, which consisted of 25 to 30 switches. He noted that it was impossible to see out the tower windows at night when the office lights were on because the windows were tinted and slanted. Thus, he could not see the diamond crossing from his tower window.

¶ 20 Waltman denied telling a coworker, shortly after the January 30 collision, that he "screwed up because [he] didn't tell [the plaintiff] about that outgoing UP train" and that he was afraid he would lose his job as a result of the incident. He explained that he did not talk to this coworker after the incident happened.

¶ 21 Michael White, an Alton & Southern conductor, testified that he had a conversation with Waltman about the incident shortly after it happened and that Waltman told him that he "fucked up" and told the plaintiff "to come around while the PB was departing." Although White testified that this conversation occurred after the accident, White did not tell anyone about this conversation until the fall of 2014 when he told the union chairman.

¶ 22 William Penberthy, the senior manager of operating practices at Alton & Southern, testified that, as part of his job, he is required to conduct investigations into railroad accidents. He was involved in the 2006 investigation where Odom was disciplined for violating Rule 6.28 of Alton & Southern's code of operating rules because he "went around at a speed that he couldn't get stopped within half the range of vision and sideswiped" an engine on a train.

¶ 23 Although Augustine testified at the hearing on the 2006 incident that he told Waltman to warn the crews about conflicting movements in the future, Penberthy did not agree with that instruction. He explained that Waltman was correct in not telling the plaintiff about the Union Pacific train because conditions in the yard, such as weather conditions or train movements, are always changing.

¶ 24 Penberthy explained that he is the "rules expert" at Alton & Southern in that he is the chief safety officer and trains all of its employees on the rules. As the "rules expert," he advises the yardmasters not to tell the crew how to operate the trains. Although the yardmaster controls train movements in the yard, the fact that the yardmaster has authorized train movement does not mean that the route is clear. Penberthy explained that the yard is approximately 2 miles long and 1 mile wide, and there are about 90 miles of rail in the yard with 300-plus switches in that yard. The yardmasters instruct the crews by telling them which track to go to, and it is the crews' responsibility to follow the rules and safely arrive at their destination. The yard crews, not the yardmasters, are the "eyes and ears" of the yard crews. For example, it is Waltman's job to instruct an inbound train as to what route to take into the yard, but it is the crew's responsibility to look for trains, engines, railroad cars, or men or equipment "fouling the track," and the train needs to enter the yard at a speed that if something is "fouling their movement," they can stop short of it. According to Penberthy, the theory is that if you can see 200 feet, you need to be operating at a speed where you can get stopped within 100 feet. Although the maximum speed in the yard is 10 miles per hour, there are certain conditions, such as bad weather, where the train needs to run slower.

¶ 25 Penberthy was also involved in the investigation for the January 2011 collision. The Union Pacific train had been scheduled to leave the yard at 8 p.m. on a nightly basis since 2001, and it was the only southbound train that would travel from the perimeter yard through the Beanery Horn on second shift.

¶ 26 Penberthy testified that the radio communication from that night evidenced the following timeline. At 5:40 p.m., Waltman instructed the plaintiff to "cut the crossovers" to make sure the tracks were clear. At 7:09 p.m., the plaintiff's engines were on perimeter track three, right next to the Union Pacific train, when he told a coworker to "remember we want to go so the train on 4 can leave." At 7:25 p.m., the Union Pacific train was making preparations to leave.

¶ 27 At 7:41 p.m., the plaintiff was on track 11 in the Cotton Belt yard and should have switched to the bowl radio channel. At 7:42 p.m., the Union Pacific train informed Waltman via radio that they had received the light to leave the yard. Penberthy explained that the safety committee had requested that any foreign train, such as the Union Pacific train, arriving and departing from the yard operate on the same radio channel as the yard crew so the crews were aware of the foreign train's movements. The plaintiff should have heard this communication on the bowl channel. At 7:46 p.m., the plaintiff told Waltman that he was approaching his end of track 11, and Waltman told him to come around to two pocket for lunch. The plaintiff had just started into track 11 when this communication occurred. He put his headlights on dim and had them on dim the entire time. At 7:50 p.m., a 56-foot boxcar, which was part of the Union Pacific train, crossed the diamond crossing. The boxcar had reflectorized markings. Seventy-plus cars had already traveled through the diamond crossing at this point. The plaintiff was 329 feet from the point of collision.

¶ 28 The boxcar was followed by a black tank car with white, horizontal, reflectorized markings, which passed through the diamond crossing 19 seconds before impact. Three

articulated well cars followed the tank car and started through the crossing when the plaintiff was 206 feet away. Penberthy testified that the collision would not have occurred had the plaintiff put the switch engine into emergency braking at this point because the engine would have stopped in 60 feet. The articulated cars had reflective markings at the end of the cars that were approximately 4 inches wide and 36 inches tall and reflective striping on the middle of the cars that was 4 inches wide and 18 inches tall. The well cars were followed by a bulkhead car, which was the car that was hit. The plaintiff did not see the articulated well cars but saw the bulkhead. The collision occurred at 7:51 p.m.

¶ 29 Penberthy explained that the reflective markings on the rail cars "really pop" whenever headlights shine on them. The cars that were before the articulated cars and the bulkhead car also had reflective markings. Although the headlights on the plaintiff's switch engine car were on dim, the rules required that his headlights be on bright unless another employee asked him to switch to dim. He explained that the headlights on the switch engine shine "much like the headlights on your automobile do"; they shine "up, down, left, right, so that you have a wide angle of vision." However, he explained that the headlights on a switch engine shine brighter and farther than the headlights on an automobile. Federal regulations require a locomotive have one headlight that will illuminate a person standing 800 feet away on the track. This particular switch engine had two headlights. The plaintiff testified that he could see a switch target beyond the crossing; Penberthy explained that the switch target was 224 feet on the other side of the crossing.

¶ 30 Penberthy testified that Alton & Southern conducts safety meetings at the start of every shift where they discuss the safety rules, among other things, for 15 to 30 minutes. This is also an opportunity for the employees to bring complaints about safety or working conditions. There had been no complaints about the lighting at that crossing. Alton & Southern also has a safety hotline, which is a resource for the employees to express any safety concerns. Although the plaintiff had previously reported safety concerns through the safety hotline, he had never complained about the lack of lighting at the diamond crossing.

¶ 31 Penberthy was aware that there were no traffic control devices at that particular diamond crossing, and he did not believe that the crossing required control devices because there was a rule in effect that required both the Union Pacific train and the plaintiff's train to stop at the diamond crossing. He acknowledged that the bowl yardmaster would have a difficult time seeing out of the tower windows after dark.

¶ 32 Waltman acknowledged that there were stop signs at another diamond crossing at a different location in the Gateway yard, but he explained that those tracks lead into the Caliper automobile loading yard. Alton & Southern's safety committee made the decision to put a stop sign at that crossing because Caliper hired its own contractors to operate their locomotives and move railcars in and out of the facility even though its contractors were not certified by the Federal Railway Administration, which requires six months of training, and are not governed by the same rules as Alton & Southern's employees. He also explained that it would not be practical to put stop signs at every switch in the yard because there were approximately 300-plus switches in the yard and

approximately 90 miles of track in a 2-mile by 1-mile space. He further explained, "We don't put stop signs up at every track. There would be stop signs everywhere. It would take forever. They would have to start and stop their trains."

¶ 33 Steven Augustine, the asssistant superintendent at Alton & Southern, testified that Waltman was told to instruct the yard crews on "what to do, not how to do it." Augustine was involved in the investigation of the August 2006 accident and he spoke with Waltman as part of the investigation. Although he did not remember telling Waltman that he should warn the crews about conflicting movement in the future, he acknowledged that was his testimony at the 2006 formal investigation hearing.

¶ 34 Craig Harp, a corporal with Alton & Southern's police department, testified that he witnessed the accident that occurred on January 30, 2011. He was stationed at the western end of the yard as the Union Pacific train was leaving the perimeter yard, and his vehicle was parked south of the diamond crossing, facing north toward the crossing. While in his vehicle, he observed the Union Pacific train leave the perimeter tracks and travel through the diamond crossing. He explained that, although there were no lights at the crossing, the light from the Cotton Belt yard and the lights from the rest of the yard illuminated the area. He also observed the plaintiff's switch engine coming out of the Cotton Belt yard and traveling toward the diamond crossing. He testified that the plaintiff never slowed down before impact. He further testified that he was at the accident scene within five seconds, and the fire department had to use a sledgehammer to knock out a window to get the plaintiff out of the engine.

¶ 35 After the trial, the jury returned a general verdict in favor of Alton & Southern and against the plaintiff. In entering this verdict, the jury found that the plaintiff was solely at fault for the collision. On May 19, 2016, the plaintiff filed a motion for new trial, arguing that the jury's verdict in favor of Alton & Southern was contrary to the manifest weight of the evidence, and requested a new trial. On August 9, 2016, the trial court denied the plaintiff's motion for new trial. In announcing this decision, the court stated as follows:

> "While the jury determination may not have been one that I would have made, it clearly is one that a reasonable person with a set of conclusions that reasonable people could come to. I can't say in this particular case that no reasonable person could have come to the conclusion that this jury came to that the railroad was not at fault in this case and not liable in this case. And truly for the Court to take it out of the fact finders hands based upon the analysis of against the manifest weight of the evidence, that's the conclusion that this Court would have come to, and I can't do that and as such as I'm going to deny the plaintiff's post-trial motion."

The plaintiff appeals.

¶ 36 The trial court's determination on a motion for new trial is an exercise of discretion and should not be disturbed unless there is a clear abuse of discretion. *Taluzek v. Illinois Central Gulf R.R. Co.*, 255 Ill. App. 3d 72, 79 (1993). In making its decision, the court must determine whether the jury's verdict was against the manifest weight of the evidence. *Id.* A verdict is against the manifest weight of the evidence where the opposite

conclusion is clearly apparent or the jury's findings are unreasonable, arbitrary, and not based upon the evidence. *Maple v. Gustafson*, 151 Ill. 2d 445, 454 (1992). " 'In determining the propriety of a new trial, neither a trial nor a reviewing court should sit as second jury to consider the nuances of the evidence or the demeanor and credibility of the witnesses.' " (Internal quotation marks omitted.) *Taluzek*, 255 Ill. App. 3d at 79 (quoting *Netzel v. United Parcel Service, Inc.*, 181 Ill. App. 3d 808, 813 (1989)).

¶ 37 FELA provides, in pertinent part, that "[e]very common carrier by railroad *** shall be liable in damages to any person suffering injury while he is employed by such carrier *** for such injury *** resulting in whole or in part from the negligence of any of the officers, agents, or employees of such carrier." 45 U.S.C. § 51 (2012). The statute imposes on railroads a continuous duty to provide a reasonably safe place to work. *Brzinski v. Northeast Illinois Regional Commuter R.R. Corp.*, 384 Ill. App. 3d 202, 204 (2008). To succeed on a FELA claim, the plaintiff must prove that the railroad was negligent and that the railroad's negligence played any part, even the slightest, in producing the injury. *Rogers v. Missouri Pacific R.R. Co.*, 352 U.S. 500, 506 (1957); *Van Gorder v. Grand Trunk Western R.R.*, 509 F.3d 265, 269 (6th Cir. 2007). However, FELA does not render a railroad an insurer of the safety of its employees. *Holbrook v. Norfolk Southern Ry. Co.*, 414 F.3d 739, 742 (7th Cir. 2005). Thus, even though a plaintiff's burden is significantly lighter than in an ordinary negligence case, this does not affect plaintiff's obligation to prove that the railroad was in fact negligent. *Brzinski*, 384 Ill. App. 3d at 205.

¶ 38 In this case, the plaintiff presented two theories of Alton & Southern's liability at trial. First, the plaintiff argued that Waltman, as an employee of Alton & Southern, was negligent in failing to warn him about the Union Pacific train and, thus, failed to give him a proper job briefing. Second, the plaintiff argued that Alton & Southern failed to provide him with a reasonably safe place to work in that the lighting was inadequate at the diamond crossing and it failed to install a stop sign or other traffic control device at that crossing.

¶ 39 The jury was presented with conflicting evidence as to whether Waltman acted reasonably in not warning the plaintiff about the Union Pacific train, whether Waltman provided a proper job briefing, whether the plaintiff was the sole cause of his injuries based on his violation of Alton & Southern's safety rules, and whether Alton & Southern provided the plaintiff with a reasonably safe place to work. The jury was given instructions that correctly stated the FELA statutory standard on negligence and causation. After being properly instructed on the law and considering the conflicting evidence, the jury found that Alton & Southern was not liable to the plaintiff. "The focal point of judicial review is the reasonableness of the particular inference or conclusion drawn by the jury. It is the jury, not the court, which is the fact-finding body. It weighs the contradictory evidence and inferences, judges the credibility of witnesses, receives expert instructions, and draws the ultimate conclusion as to the facts." *Gallick v. Baltimore & Ohio R.R. Co.*, 372 U.S. 108, 115 (1963). The jury's conclusion cannot be ignored, and courts are not free to reweigh the evidence and set aside a jury verdict merely because the jury could have drawn different inferences or different conclusions.

*Id.* Having found support in the record for the jury's finding that Alton & Southern was not liable to the plaintiff, we will not disturb the jury's verdict.

¶ 40 For the foregoing reasons, the judgment of the circuit court of St. Clair County is hereby affirmed.

¶ 41 Affirmed.