

Eric Lindstrom



EXPERIENCE

Egan, Lev, Lindstrom & Siwica. Orlando (2013 - 2020).

Eric is one of the leading union-side labor attorneys in Florida, frequently appearing as trial counsel in state and federal court, before state and national labor agencies, in arbitration, and at the collective bargaining table. As a named-partner since 2017, Eric leads a team of associates and support staff, and manages a diverse portfolio of union clients, including educators, first-responders, transit operators, and service employees.

Langenkamp, Curtis & Price. Sacramento (2011 - 2013).

Represented public school teachers in labor and employment issues, including disciplinary and layoff defense.

PUBLICATIONS & SPEAKING

- “Significant ULP Case Developments,” Florida Education Association Lawyers Conference (2020)
- “Interplay of FMLA and ADA in Termination Actions,” Florida Education Association Lawyers Conference (2017)
- “Babcock & Wilcox: New Standards for Deferral to Arbitration,” ABA Committee on Development of the Law Under the National Labor Relations Act (2016)
- “All Carrots and No Sticks: Moving Beyond the Misapplication of Burlington Industries, Inc. v. Ellerth,” 21 Hastings Women’s L.J. 111 (2010)

COMMUNITY INVOLVEMENT

- County counsel in multiple Florida Democratic Party voter protection campaigns
- Pro bono litigation in various free speech, education quality, and anti-discrimination cases
- Drafting and lobbying for several city and county wage theft ordinances (2013-16)
- Served as director on various cemetery and land conservation non-profit boards (2011-2020)

EDUCATION

- J.D., University of California Hastings College of Law (2010), *cum laude*
- Articles Editor for Hastings Women’s Law Journal
- Judicial externship for U.S. District Court Chief Judge Vaughn R. Walker (N.D. Cal.)
- B.A., Political Science, Iowa State University (2007), with distinction

ADMISSIONS

- California (2010)
- Florida (2013)

RECOGNITIONS

- Florida Bar Board Certified Specialist in Labor & Employment Law (2018)
- Pro Bono Service Award, Eighth Judicial Circuit Bar Association (2019)
- Super Lawyers Rising Star (2020)

REPRESENTATIVE CASES

- *United Faculty of Florida v. University of Florida*, 46 FPER ¶ 210 (FL PERC 2020) (university settled ULP charge, rescinded unilaterally implemented policy and agreed to bargain over policy going forward, and allowed professors to keep a \$2 million research prize).
- *United Faculty of Florida v. Florida Polytechnic University*, 46 FPER ¶ 63 (FL PERC 2019) (university committed ULP by eliminating job classifications without bargaining and in retaliation; university was required to reestablish the positions, pay the affected employees backpay, and pay attorney's fees). In a second case, the University paid \$250,000 to settle a First Amendment retaliation lawsuit brought by another faculty member who spoke out against university during the first action. In a third case, the university was ordered to rescind a bogus reprimand issued to another faculty member who testified in the first action.
- *ATU, Local 1579 v. City of Gainesville*, 264 So.3d 375 (Fla. 1st DCA 2019) (breaking with precedent to decide that a trial court order vacating an arbitration award is appealable; and upholding an arbitrator's award finding that a bus driver was entitled to defend herself against aggressive passengers).
- *Orlando Professional Fire Fighters, Local 1365 v. City of Orlando*, 45 FPER ¶ 98 (FL PERC 2018) (city committed ULP by using impasse to impose terms that waived bargaining rights).
- *Attwood v. Clemons*, Case No. 1:18-cv-38 (N.D. Fla. May 20, 2018) (plaintiff stated a First Amendment cause of action by alleging that a state representative blocked plaintiff on Twitter and Facebook).
- *UNITE HERE, Local 737 v. Walt Disney World*, FMCS No. 17-54807 (2018) (arbitrator held that a last chance agreement was no longer effective after a break in service; employee reinstated with backpay).
- *Commissioner of Education v. G.S.*, FL DOAH No. 17-0798PL (2017) (allegations of teacher abuse were unfounded; preserving teacher's certificate).
- *IAFF, Local 4867 v. Haines City*, FMCS No. 16-52166-3 (2016) (arbitrator determined that employees had just cause protections based on limiting language in the employer's management rights clause).
- *International Union of Police Associations, Local 6090 v. City of Groveland*, 41 FPER ¶ 350 (FL PERC 2015) (union prevailed in proving police chief retaliated against union president; ordering city to reinstate officer with backpay and pay attorney's fees).
- *IBEW Local 824 v. Verizon*, 803 F.3d 1241 (11th Cir. 2015) (affirming arbitrator's authority to broadly construe the union's grievance, and successfully defending the union's favorable arbitration decision against employer's motion to vacate).