

ENTERED
Office of Proceedings
October 28, 2020
Part of
Public Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. FD 36426

**LAMB WESTON HOLDINGS, INC.’S REPLY TO TRI-CITY
RAILROAD COMPANY, LLC’S MOTION TO DISMISS
PETITION FOR DECLARATORY ORDER**

I. INTRODUCTION/RELIEF REQUESTED

Lamb Weston Holdings, Inc. (“Lamb Weston”) submits this reply to Tri-City Railroad Company, LLC’s (“TCRY’s”) motion to dismiss the Port of Benton’s petition. It is appropriate that Lamb Weston be heard on this matter, given that TCRY quotes from correspondence between itself and Lamb Weston in its motion (*see* pp. 12-13).

TCRY’s attempt to collect a “tariff” from Lamb Weston is just the latest in its long series of baseless efforts to extract money from Lamb Weston, a shipping customer of Union Pacific and Burlington Northern that is not in contractual privity—nor, for that matter, in any business relationship at all—with TCRY. Over the course of the past three years, TCRY has (1) sent multiple unsolicited “invoices” to Lamb Weston; (2) filed a frivolous lawsuit purporting to seek “monies due” from

Lamb Weston; (3) abruptly dropped that lawsuit in the face of Lamb Weston's refusal to be bullied; and (4) proposed to levy this "tariff" against Lamb Weston.

This pattern of endless financial harassment must stop. Lamb Weston is a customer of Union Pacific and Burlington Northern, *not* of TCRY. Lamb Weston is satisfied with the service provided by the railroads with which it does business, and does not wish to be a customer of TCRY. Nor should Lamb Weston be in the position of subsidizing TCRY's bad business decisions. It is for that reason that Lamb Weston, along with other shipping customers of Union Pacific and Burlington Northern, submitted written complaints to the Port of Benton, the owner of the portion of track leased to TCRY, upon being told by TCRY that it purported to levy a "tariff" directly against the shippers. The Port then appropriately filed its petition to the Board. Lamb Weston respectfully requests that the Board deny TCRY's motion to dismiss, and further requests that the Port's petition be granted.

II. STATEMENT OF FACTS

The following facts demonstrate TCRY's nearly three-year pattern of attempting to extract money from Lamb Weston by a variety of means. TCRY's "tariff" is just more of the same.

1. TCRY's Baseless April 2018 "Invoices" Directed to Lamb Weston.

In early 2018, TCRY sent a number of unsolicited "invoices" to Lamb Weston, a company with which it had no contractual relationship. *See, e.g.*, the "invoices" dated April 23, 2018 attached as Exhibit A hereto. In a letter dated May 2, 2018 to TCRY, Lamb Weston's attorney Kevin C. Baumgardner stated Lamb Weston's position on the invoices and requested that TCRY cease sending them:

Lamb Weston has no contractual relationship with TCRY. Nor has Lamb Weston solicited or received any services from TCRY. Accordingly, the invoices you sent to my client are invalid and will not be paid. Please immediately discontinue all efforts to seek payment on them, and refrain from sending any further invoices to Lamb Weston.

Exhibit B.

2. TCRY's Frivolous Lawsuit Against Lamb Weston.

On May 29, 2018, TCRY filed a lawsuit against Lamb Weston in Benton County (Washington) Superior Court, seeking recovery on its "invoices." *See* Exhibit C hereto, TCRY's "Complaint for Monies Due." Amazingly, the first cause of action in that complaint is for "Breach of Contract"—this despite the absence of any contractual relationship between the parties. *Id.* at p. 6.

3. TCRY's Voluntary Abandonment of its Lawsuit Against Lamb Weston.

After Lamb Weston indicated that it would vigorously contest TCRY's lawsuit, TCRY abruptly abandoned that action. On August 10, 2018, the Benton County Superior Court granted TCRY's motion for voluntary dismissal. *See* Exhibit D hereto.

4. TCRY's Subsequent Attempts to Charge a "Tariff" to Lamb Weston.

In early 2020, TCRY re-labelled its continuing efforts to extract money from Lamb Weston as a "tariff." Notably, TCRY did not even bother to notify Lamb Weston before attempting to levy this tariff.

In an August 12, 2020 letter to Lamb Weston, TCRY's attorney Rydel Peterson asserted that TCRY had finally given "proper notice of the tariff as required by law" as of July 23, 2020, enclosed an updated invoice for tariff charges from July 23 through August 12, and purported to forgive any charges allegedly due for periods prior to July 23. *See* Exhibit E hereto.

III. CONCLUSION

The above facts demonstrate that TCRY's "tariff" is just the latest salvo in its cynical pattern of attempting to convert Lamb Weston (and other, similarly situated shippers) into underwriters of its business fortunes. In light of this history, the Board should be wary of TCRY's

contention that it would use proceeds of the tariff for the purpose of maintenance of the stretch of track it leases from the Port.

In short, Lamb Weston respectfully requests that TCRY's motion to dismiss the Port's petition be denied.

Respectfully submitted,

s/ Kevin C. Baumgardner

Kevin C. Baumgardner, WSBA No. 14263
CORR CRONIN LLP
1001 Fourth Avenue, Suite 3900
Seattle, Washington 98154-1051
Tel (206) 625-8600
Fax (206) 625-0900
kbaumgardner@corrchronin.com

Attorneys for Lamb Weston Holdings, Inc.

DATE FILED: October 28, 2020

I certify that I have this day served copies of the foregoing document upon all parties of record in this proceeding, by email.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED: October 28, 2020, at Seattle, Washington.

CORR CRONIN LLP

s/ Kevin C. Baumgardner
Kevin C. Baumgardner,
WSBA No. 14263

EXHIBIT A



Tri-City Railroad Company, LLC
P.O. Box 6000
Kennewick, WA 99336

Invoice

Date	Invoice #
4/23/2018	11014

Bill To
Lamb Weston Plant 8701 W. Gage Blvd. Kennewick, WA 99336

Terms
Net 7

Quantity	Description	Rate	Amount
6	Switching service provided at origin on April 20, 2018 for the following outbound cars: CRYX 5114 CRYX 5125 CRYX 5284 CRYX 5292 CRYX 5308 CRYX 5333	295.00	1,770.00
6	Fuel surcharge (standard HDF carload rate)	18.00%	318.60
(Charges assessed per Tri-City Railroad Company, LLC Switching Charges tariff Item 1. - "TCRY Switching Charge at origin and/or destination is \$295.00 per car.")			

Amounts not paid within terms are subject to a 5% late fee and 1.5% interest per month .

Payments/Credits	\$0.00
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Invoice Balance	\$2,088.60
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Phone #
(509) 572-0370

E-mail
lisaanderson@tcry.com

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check Acknowledgments to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/19/2018 02:09 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car CRYX5114	RICHLAND, WA	FT WORTH, TX
Weight: 145728 Net Actual	Bill of Lading:	Route:
	BOL #: T960391, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		Orig Sw: TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS MEACHUM	350 MEACHUM BLVD, FORT WORTH, TX, 76106
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 4716 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026835, LW0026836		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	4716 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/19/2018 10:56 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>CRYX5125</u>	RICHLAND, WA	ROCHELLE, IL
Weight: 145362 Net Actual	Bill of Lading:	Route:
	BOL #: T960598, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	RYDER SYSTEM	975 S CARON RD, ROCHELLE, IL, 61068
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:		Protective Services
Weight: Shipper's Weight Agreement		Rule: 705
Packages: 4812 Case		Code: M
		Opt. Temp.: 0 FA
Seals		
0026829, 0026830		
Commodity Info		
<u>Code</u>	<u>Description</u>	<u>Quantity</u>
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4812 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 01:29 AM
Equipment: Type & ID: Rail Car CRYX5284 Weight: 160464 Net Actual	Rail Origin: RICHLAND, WA Bill of Lading: BOL #: T959957, BM	Rail Destination: GENEVA, IL Route: Type: Shipper's Route
Shipment Information Shipment Type: B - Bill of Lading for Individual Shipment Bill Type: S - Single Shipment Billing		
Payment Method: PP (Prepaid) Section 7: Not in Effect	Reference Information:	Routing: Orig Sw: TCRY-UP
Party Type Shipper Consignee Party to Receive Freight Bill Pick-Up Party Monitoring Party	Name LAMB WESTON LINEAGE LOGISTICS LLC LAMB WESTON SALES PREFERRED FREEZER SERVICES OF TRI CITY RAILROAD	Address 8701 W GAGE BLVD, KENNEWICK, WA, 99336 2088 GEVEVA DR, GENEVA, IL, 60134 8701 W GAGE BLVD, KENNEWICK, WA, 99336 2800 POLAR WAY, RICHLAND, WA, 99354 2579 STEVENS DR, RICHLAND, WA, 99352
Load: Weight: Shipper's Weight Agreement Packages: 5808 Case	Protective Services Rule: 705 Code: M Opt. Temp.: 0 FA	
Seals 0026823, 0026824		
Commodity Info		
Code 2037315	Description POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	Quantity 5808 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 01:51 AM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>CRYX5292</u>	RICHLAND, WA	ROCHELLE, IL
Weight: 146160 Net Actual	Bill of Lading:	Route:
	BOL #: T960594, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		Orig Sw: TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	RYDER SYSTEM	975 S CARON RD, ROCHELLE, IL, 61068
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 4770 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
0026827, 0026828		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4770 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/19/2018 01:36 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>CRYX5308</u>	RICHLAND, WA	FT WORTH, TX
Weight: 144896 Net Actual	Bill of Lading:	Route:
	BOL #: T960710, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS MEACHUM	350 MEACHUM BLVD, FORT WORTH, TX, 76106
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 5382 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026840, LW0026839		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	5382 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check Acknowledgments to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/19/2018 11:21 PM
Equipment: Type & ID: Rail Car CRYX5333 Weight: 147454 Net Actual	Rail Origin: RICHLAND, WA Bill of Lading: BOL #: T960712, BM	Rail Destination: FT WORTH, TX Route: Type: Shipper's Route
Shipment Information Shipment Type: B - Bill of Lading for Individual Shipment Bill Type: S - Single Shipment Billing		
Payment Method: PP (Prepaid) Section 7: Not in Effect	Reference Information: Routing: Orig Sw: TCRY- UP	
Party Type Shipper Consignee Party to Receive Freight Bill Pick-Up Party Monitoring Party	Name LAMB WESTON PLANT AMERICOLD LOGISTICS MEACHUM LAMB WESTON PLANT PREFERRED FREEZER SERVICES OF TRI CITY RAILROAD	Address 8701 W GAGE BLVD, KENNEWICK, WA, 99336 350 MEACHUM BLVD, FORT WORTH, TX, 76106 8701 W GAGE BLVD, KENNEWICK, WA, 99336 2800 POLAR WAY, RICHLAND, WA, 99354 2579 STEVENS DR, RICHLAND, WA, 99352
Load: Weight: Shipper's Weight Agreement Packages: 4800 Case	Protective Services Rule: 705 Code: M Opt. Temp.: 0 FA	
Seals LW0026822, LW0026826		
Commodity Info		
Code 2037315	Description POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	Quantity 4800 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.



Tri-City Railroad Company, LLC
P.O. Box 6000
Kennewick, WA 99336

Invoice

Date	Invoice #
4/23/2018	11015

Bill To
Lamb Weston Plant 8701 W. Gage Blvd. Kennewick, WA 99336

Terms
Net 7

Quantity	Description	Rate	Amount
12	Switching service provided at origin on April 22, 2018 for the following outbound cars: ARMN 725310 ARMN 761671 ARMN 762303 ARMN 762324 ARMN 765295 ARMN 769037 CRYX 5196 CRYX 5203 CRYX 5206 CRYX 5252 CRYX 5317 CRYX 5341	295.00	3,540.00
12	Fuel surcharge (standard HDF carload rate)	18.00%	637.20
	(Charges assessed per Tri-City Railroad Company, LLC Switching Charges tariff Item 1. - "TCRY Switching Charge at origin and/or destination is \$295.00 per car.")		

Amounts not paid within terms are subject to a 5% late fee and 1.5% interest per month.

Payments/Credits \$0.00

Invoice Balance \$4,177.20

Phone #
(509) 572-0370

E-mail
lisaanderson@tcry.com

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check Acknowledgments to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 12:26 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>ARMN725310</u>	RICHLAND, WA	FT WORTH, TX
Weight: 82308 Net Actual	Bill of Lading:	Route:
	BOL #: T960394, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS MEACHUM	350 MEACHUM BLVD, FORT WORTH, TX, 76106
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 2767 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026832, LW0026831		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	2767 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 10:34 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>ARMN761671</u>	RICHLAND, WA	DALLAS, TX
Weight: 73728 Net Actual	Bill of Lading:	Route:
	BOL #: T960605, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		Orig Sw: TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	UNITED STATES COCKRELL HILL	2225 N COCKRELL HILL RD, DALLAS, TX, 75212
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 2304 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026804, LW0026809		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	2304 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 12:33 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>ARMN762303</u>	RICHLAND, WA	ATLANTA, GA
Weight: 89082 Net Actual	Bill of Lading:	Route:
	BOL #: T960414, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP-CHGO - CSXT
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS TRADEWAT	6500 TRADEWATER PARKWAY SW, ATLANTA, GA, 30336
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 2556 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026834, LW0026833		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	2556 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading														
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.														
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 05:54 PM												
Equipment: Type & ID: Rail Car <u>ARMN762324</u> Weight: 79785 Net Actual	Rail Origin: RICHLAND, WA Bill of Lading: BOL #: T960413, BM	Rail Destination: ATLANTA, GA Route: Type: Shipper's Route												
Shipment Information Shipment Type: B - Bill of Lading for Individual Shipment Bill Type: S - Single Shipment Billing														
Payment Method: PP (Prepaid) Section 7: Not in Effect	Reference Information: Routing: Orig Sw: TCRY- UP-CHGO - CSXT													
Party Type Shipper Consignee Party to Receive Freight Bill Pick-Up Party Monitoring Party	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Name</th> <th style="text-align: left; border-bottom: 1px solid black;">Address</th> </tr> </thead> <tbody> <tr> <td>LAMB WESTON PLANT</td> <td>8701 W GAGE BLVD, KENNEWICK, WA, 99336</td> </tr> <tr> <td>AMERICOLD LOGISTICS TRADEWAT</td> <td>6500 TRADEWATER PARKWAY SW, ATLANTA, GA, 30336</td> </tr> <tr> <td>LAMB WESTON PLANT</td> <td>8701 W GAGE BLVD, KENNEWICK, WA, 99336</td> </tr> <tr> <td>PREFERRED FREEZER SERVICES OF</td> <td>2800 POLAR WAY, RICHLAND, WA, 99354</td> </tr> <tr> <td>TRI CITY RAILROAD</td> <td>2579 STEVENS DR, RICHLAND, WA, 99352</td> </tr> </tbody> </table>		Name	Address	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336	AMERICOLD LOGISTICS TRADEWAT	6500 TRADEWATER PARKWAY SW, ATLANTA, GA, 30336	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Name	Address													
LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336													
AMERICOLD LOGISTICS TRADEWAT	6500 TRADEWATER PARKWAY SW, ATLANTA, GA, 30336													
LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336													
PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354													
TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352													
Load: Weight: Shipper's Weight Agreement Packages: 2376 Case	Protective Services Rule: 705 Code: M Opt. Temp.: 0 FA													
Seals LW0026878, LW0026872														
Commodity Info <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Code</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> <th style="text-align: left; border-bottom: 1px solid black;">Quantity</th> </tr> </thead> <tbody> <tr> <td>2037315</td> <td>POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384</td> <td>2376 CAS</td> </tr> </tbody> </table>			Code	Description	Quantity	2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	2376 CAS						
Code	Description	Quantity												
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	2376 CAS												

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 03:02 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>ARMN765295</u>	RICHLAND, WA	ATLANTA, GA
Weight: 74961 Net Actual	Bill of Lading:	Route:
	BOL #: T960412, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP-CHGO - CSXT
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS TRADEWAT	6500 TRADEWATER PARKWAY SW, ATLANTA, GA, 30336
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 2412 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026816, LW0026814		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	2412 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/20/2018 03:07 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>ARMN769037</u>	RICHLAND, WA	ATLANTA, GA
Weight: 86661 Net Actual	Bill of Lading:	Route:
	BOL #: T960407, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP-CHGO - CSXT
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS TRADEWAT	6500 TRADEWATER PARKWAY SW, ATLANTA, GA, 30336
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 3114 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026821, LW0026825		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS ID=XTTQ384	3114 CAS

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/22/2018 08:46 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car CRYX5196	RICHLAND, WA	GENEVA, IL
Weight: 143048 Net Actual	Bill of Lading:	Route:
	BOL #: T959956, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	LINEAGE LOGISTICS LLC	2088 GEVEVA DR, GENEVA, IL, 60134
Party to Receive Freight Bill	LAMB WESTON SALES	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 5902 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026815, LW0026811		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	5902 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/22/2018 03:42 AM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car CRYX5203	RICHLAND, WA	ROCHELLE, IL
Weight: 151368 Net Actual	Bill of Lading:	Route:
	BOL #: T960600, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		Orig Sw: TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS	915 S CARON RD, ROCHELLE, IL, 61068
Party to Receive Freight Bill	LAMB WESTON	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 4530 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026803, LW0026810		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4530 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/21/2018 06:17 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car <u>CRYX5206</u>	RICHLAND, WA	ROCHELLE, IL
Weight: 144456 Net Actual	Bill of Lading:	Route:
	BOL #: T960573, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	RYDER SYSTEM	975 S CARON RD, ROCHELLE, IL, 61068
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 4827 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
0026818, 0026812		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4827 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check Acknowledgments to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/21/2018 10:16 PM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car CRYX5252	RICHLAND, WA	ROCHELLE, IL
Weight: 156299 Net Actual	Bill of Lading:	Route:
	BOL #: T960603, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		<u>Orig Sw:</u> TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	RYDER SYSTEM	975 S CARON RD, ROCHELLE, IL, 61068
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 4869 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026873, LW0026874		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4869 CAS
ID=XTTQ384		

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading			
Your bill has been received by Union Pacific Railroad. Check Acknowledgments to verify that the bill was processed, and to obtain the waybill number.			
Sender ID: Frank Alejandro		Submitted At: 04/21/2018 08:00 PM	
Equipment:	Rail Origin:	Rail Destination:	
Type & ID: Rail Car CRYX5317	RICHLAND, WA	ROCHELLE, IL	
Weight: 147429 Net Actual	Bill of Lading:	Route:	
	BOL #: T960571, BM	Type: Shipper's Route	
Shipment Information			
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing	
Payment		Reference Information:	
Method: PP (Prepaid)		Routing:	
Section 7: Not in Effect		Orig Sw: TCRY-UP	
Party Type	Name	Address	
Shipper	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336	
Consignee	RYDER SYSTEM	975 S CARON RD, ROCHELLE, IL, 61068	
Party to Receive Freight Bill	LAMB WESTON PLANT	8701 W GAGE BLVD, KENNEWICK, WA, 99336	
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354	
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352	
Load:		Protective Services	
Weight: Shipper's Weight Agreement		Rule: 705	
Packages: 4770 Case		Code: M	
		Opt. Temp.: 0 FA	
Seals			
0026819, 0026813			
Commodity Info			
Code	Description	Quantity	
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4770 CAS	
ID=XTTQ384			

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

Union Pacific Railroad Bill of Lading		
Your bill has been received by Union Pacific Railroad. Check <u>Acknowledgments</u> to verify that the bill was processed, and to obtain the waybill number.		
Sender ID: Frank Alejandro		Submitted At: 04/22/2018 07:28 AM
Equipment:	Rail Origin:	Rail Destination:
Type & ID: Rail Car CRYX5341	RICHLAND, WA	ROCHELLE, IL
Weight: 151604 Net Actual	Bill of Lading:	Route:
	BOL #: T960572, BM	Type: Shipper's Route
Shipment Information		
Shipment Type: B - Bill of Lading for Individual Shipment		Bill Type: S - Single Shipment Billing
Payment	Reference Information:	Routing:
Method: PP (Prepaid)		Orig Sw: TCRY-
Section 7: Not in Effect		UP
Party Type	Name	Address
Shipper	LAMB WESTON	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Consignee	AMERICOLD LOGISTICS	915 S CARON RD, ROCHELLE, IL, 61068
Party to Receive Freight Bill	LAMB WESTON	8701 W GAGE BLVD, KENNEWICK, WA, 99336
Pick-Up Party	PREFERRED FREEZER SERVICES OF	2800 POLAR WAY, RICHLAND, WA, 99354
Monitoring Party	TRI CITY RAILROAD	2579 STEVENS DR, RICHLAND, WA, 99352
Load:	Protective Services	
Weight: Shipper's Weight Agreement	Rule: 705	
Packages: 4792 Case	Code: M	
	Opt. Temp.: 0 FA	
Seals		
LW0026871, LW0026875		
Commodity Info		
Code	Description	Quantity
2037315	POTATOES, FRESH FROZEN OR COOKED FROZEN, WITH MEAT INGREDIENTS	4792 CAS
	ID=XTTQ384	

Note:

Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the underlying price document(s) or which purport to enlarge, modify or change the underlying price document(s) are void and of no effect.

EXHIBIT B

CORR
CRONIN
MICHELSON
BAUMGARDNER
FOGG & MOORE LLP

KEVIN C. BAUMGARDNER
Attorney at Law

(206) 621-1480
kbaumgardner@corrcronin.com

May 2, 2018

VIA EMAIL AND U.S. MAIL

Lisa Anderson
Tri-City Railroad Company
P.O. Box 6000
Kennewick, WA 99336
lisaanderson@tcry.com

Re: Tri-City Railroad Company, LLC "Invoices" to "Lamb Weston Plant"

Dear Ms. Anderson:

I represent Lamb Weston. My client has received the attached "invoices" dated April 23, 2018 from Tri-City Railroad Company, LCC ("TCRY"). Your contact information is at the bottom of each invoice. In addition, I have been informed that Deanna Grade of Lamb Weston has received calls from TCRY seeking payment of the amounts reflected on those invoices.

Lamb Weston has no contractual relationship with TCRY. Nor has Lamb Weston solicited or received any services from TCRY. Accordingly, the invoices you have sent to my client are invalid and will not be paid. Please immediately discontinue all efforts to seek payment on them, and refrain from sending any further invoices to Lamb Weston.

Lamb Weston expressly reserves all of its legal rights with respect to this matter. Please feel free to contact me if you have any questions.

Very truly yours,

CORR CRONIN MICHELSON
BAUMGARDNER FOGG & MOORE LLP



Kevin C. Baumgardner

Randolph Peterson
May 2, 2018
Page 2

Enclosures

cc: Kindra Hansen, Lamb Weston

EXHIBIT C

JOSIE DELVIN
BENTON COUNTY CLERK

MAY 29 2018

FILED

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

TRI-CITY RAILROAD COMPANY, LLC, a
Washington limited liability company,

Plaintiff,

vs.

LAMB WESTON HOLDINGS, INC.,

Defendant.

No: 18-2-01353-1

COMPLAINT FOR MONIES DUE

COMES NOW the Plaintiff, Tri-City Railroad Company, LLC ("TCRY") by and through
its attorney of record who alleges:

I.

PARTIES, JURISDICTION AND VENUE

1.0 Plaintiff TCRY is a Washington domestic limited liability company, in which all
fees and assessments have been paid.

1.1 Defendant Lamb Weston Holdings, Inc. is believed to be a Washington foreign
corporation doing business in Washington at 8701 W. Gage Blvd., Kennewick, Washington,
99336.

COMPLAINT FOR MONIES DUE - 1

PAINE HAMBLER LLP
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

1 1.2 Venue for this dispute is in Benton County, State of Washington, as this is the
2 situs of the parties and the matters giving rise to this lawsuit.

3 1.3 This Court has subject matter jurisdiction to preside over this dispute.

4
5 **II.**
FACTS RELEVANT TO THIS COMPLAINT

6 2.0 All previous allegations by this notice are restated.

7 2.1 Plaintiff is a Class III rail carrier operating as a common carrier under the Surface
8 Transportation Board and a Common Carrier under the laws of Washington.

9
10 2.2 At all times material Plaintiff has operated pursuant to a written contract with
11 Preferred Freezer Services of Richland LLC (Preferred) which obligates Plaintiff to receive rail
12 cars from Defendant destined for Preferred as well as the delivery of freight cars from Preferred
13 as shipped by Defendant to the Port of Benton owned track for further shipment by the
14 designated rail carrier to specified destinations.

15 2.2.1 Preferred owns and operates a frozen food warehouse facility located at
16 2800 Polar Way, Richland, Washington, 99354 that stores Defendant's frozen
17 potato products and ships said products as directed by Defendant to its customers.

18 2.2.2 Preferred is the owner of those railroad tracks that lead to the frozen food
19 warehouse and at the other end connect to the tracks owned by the City of
20 Richland which ultimately connect to those tracks owned by the Port of Benton.
21 The Plaintiff has, by means of a written contract with Preferred, an exclusive right
22 to use the tracks that are owned by Preferred.
23
24
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26

1 2.2.3 Preferred is dependent upon the railroad tracks that are subject to the
2 exclusive contract with Plaintiff to receive and ship those frozen food products
3 manufactured by Defendant that are shipped by rail carrier.

4 2.2.4 Plaintiff has at all times material operated as a company separate and apart
5 from Preferred and not as an agent or employee of Preferred.

6 2.2.4.1 Plaintiff's sole source of revenue for the contract it has with Preferred is
7 through payments it receives for the switching services it provides to those rail
8 carriers who must access the tracks owned by Preferred and under the exclusive
9 control of Plaintiff.

10 2.2.4.2 Defendant's refusal to pay those switching fees related to the benefits
11 provided to Defendant has caused significant financial stress on Plaintiff.

12 2.3 The Union Pacific Railroad (UP) and Burlington Northern Santa Fe Railroad
13 (BNSF) operate on the tracks owned by the City of Richland and the Port of Benton including
14 that portion of the track that joins the track leading to Preferred which the Plaintiff has an
15 exclusive right to use.

16 2.3.1 UP primarily and BNSF to a lesser degree deliver either empty or loaded
17 cars destined to Preferred to the track operated by Plaintiff or pick up loaded cars
18 from Preferred to be delivered pursuant to the instructions on the bills of lading.

19 2.3.2 All rail carrier freight moving to or from Preferred is subject to bills of
20 lading with Plaintiff serving as the switching rail carrier with connections,
21 pursuant to said bills of lading to UP or BNSF.

2.4 UP gave written notice dated November 8, 2017 that its contract with Plaintiff for switching services was terminated effective December 8, 2017.

2.4.1 UP was not privy to the written contract between Plaintiff and Preferred nor was it aware of said contract's existence when it terminated its switching contract with Plaintiff on November 8, 2017, effective December 8, 2017.

2.5 Upon termination of the written contract between UP and Plaintiff on December 8, 2017 all rail cars received from UP or delivered to UP have been subject to the posted tariffs and other charges permitted to be charged by Plaintiff.

2.5.1 BNSF and UP are charged by Plaintiff those posted tariffs as published by Plaintiff.

2.5.2 Plaintiff submitted its invoices for payment of freight charges incurred as a result of the performance of its contractual duties under the bills of lading to Railroad Clearinghouse and Railinc, as is custom and practice in the rail carrier industry.

2.6 Plaintiff does not have or did not have at any time material any contract with BNSF. All charges to BNSF by Plaintiff for the movement of freight on the track exclusively operated by Plaintiff and connected to the Preferred warehouse have been charged to BNSF.

2.7 In the ordinary course of business Plaintiff billed the rail carrier, UP or BNSF for freight charges related to the switching services provided by Plaintiff on the track over which it maintains exclusive rights of usage.

1 2.8 UP has refused since December 8, 2017 to pay those tariffs it has incurred for the
2 switching service provided by Plaintiff in conjunction with the delivery of loaded rail cars from
3 Defendant as set forth in the bills of lading.

4 2.9 UP has refused to pay Plaintiff those switching tariffs since December 8, 2017 for
5 loaded rail cars originating from Preferred and delivered by Plaintiff to UP that are bound for
6 destinations directed by Defendant within the bill of lading.

7 2.10 By means of letters dated April 3, 2018 and April 27, 2018 UP has stated its
8 refusal to pay Plaintiff for the switching services it has provided in connection with freight being
9 moved to and from Preferred by Plaintiff over the tracks under the exclusive control of Plaintiff.

10 2.11 Commencing on or about April 20, 2018 through May 21, 2018 Plaintiff has
11 submitted billing statements directly to Defendant for those switching fees that have been
12 incurred in an amount in excess of \$76,000.

13 2.12 Plaintiff shall continue to bill Defendant directly for the benefit it has received
14 from having its product delivered to Preferred or shipped by Preferred to destinations directed by
15 Defendant.

16 2.13 The value of the switching services provided by Plaintiff and originally billed to
17 UP and BNSF pursuant to the bills of lading for the benefit of the Defendant are in excess of
18 \$240,000.

19 2.14 Plaintiff continues to suffer additional and ongoing damages related to each rail
20 car it delivers to Preferred pursuant to a bill of lading originated by Defendant.
21
22
23
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2.14.1 The total unpaid balance of switching fees that is owed to Plaintiff, comprised of amounts originally billed to UP and BNSF according to the bills of lading and more recently to LW directly total more than \$317,000.

2.15 Plaintiff continues to suffer additional and ongoing damages related to each rail car originated by Preferred at the direction of Defendant to either UP or BNSF for ultimate delivery to a location stated on the bill of lading.

2.16 Defendant is liable for those freight charges associated with each bill of lading evidencing the freight Defendant has moved to or from Preferred.

2.16.1 All freight contained in railcars that that have been handled by Plaintiff and is subject to this lawsuit have been subject to bills of lading indicating said freight has been shipped "prepaid".

2.17 Defendant has refused in writing to pay to Plaintiff those sums of money it has been billed directly since or about April 20, 2018.

III. FIRST CAUSE OF ACTION BREACH OF CONTRACT

3.0 All prior allegations are restated as if set forth herein.

3.1 Defendant issued bills of lading for the shipment of frozen potato products to Preferred for storage and/or from Preferred to destinations throughout the United States.

3.2 Plaintiff moved Defendant's freight along those railroad tracks which it has exclusive usage to the point where said track joins with the tracks owned by the City of Richland and ultimately those tracks owned by the Port of Benton track where said freight is received by or taken from either the UP or BNSF.

COMPLAINT FOR MONIES DUE - 6

PAINÉ HAMBLÉN LLP
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

1 3.3 Plaintiff posts its tariff rates and other allowed expenses it charges for switching
2 services along the track it has exclusive control and the Preferred cold storage warehouse.

3 3.4 Plaintiff has performed its obligations according to the written contract between
4 Plaintiff and Preferred at all times material.

5 3.5 Plaintiff has provided switching services in accord with the terms of the bills of
6 lading.

7 3.6 Plaintiff has made demand for payment initially to Railroad Clearinghouse and
8 Railinc whereupon Plaintiff was told in writing dated April 3, 2018 by UP to not submit any
9 further bills for payment and that any bills that had been paid would be subject to a reversal of
10 payment.
11

12 3.7 The submission of invoices to Railroad Clearinghouse and Railinc is the method
13 by which invoices for payments pursuant to bills of lading are submitted.
14

15 3.8 Since or about April 20, 2018 Plaintiff has billed Defendant directly for those
16 unpaid sums for switching charges it has incurred.

17 3.9 Defendant is liable for freight charges it has incurred and which relate to the
18 shipment of freight pursuant to those bills of lading indicating the Defendant as the Originating
19 Shipper wherein the freight charges are Prepaid.

20 3.10 Plaintiff has been damaged by Defendant's refusal to pay those sums of money
21 owed to Plaintiff pursuant to said bills of lading.
22

23 **IV.**
24 **SECOND CAUSE OF ACTION**
25 **BREACH OF IMPLIED CONTRACT, QUANTUM MERUIT**

26 4.0 All prior allegations are restated as if set forth herein.

27 COMPLAINT FOR MONIES DUE - 7

28 **PAINE HAMBLER LLP**
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

1 4.1 A contract was entered into with Plaintiff as implied by the numerous bills of
2 lading naming Defendant as Shipper of freight Prepaid.

3 4.2 Defendant was aware that it was obligated to pay shipping charges in amounts set
4 forth in published tariffs.

5 4.3 Plaintiff charged reasonable amounts, as posted tariffs and other allowed charges,
6 for the services it provided for the benefit of Defendant along the railroad track it has exclusive
7 usage and the Preferred cold storage warehouse.

8 4.4 Defendant requested by means of said bills of lading that Plaintiff engage in
9 switching services concerning frozen potato products either being delivered to Preferred or being
10 shipped from Preferred to specified destinations.

11 4.5 Plaintiff has at all times expected payment for its services in those amounts as set
12 forth in its posted tariffs and other allowed charges.

13 4.6 Plaintiff attempted to secure payment of its switching services by submitting
14 payments to Railroad Clearinghouse and Railinc, pursuant to industry norms, until told in writing
15 by UP to cease any further payment requests through Railroad Clearinghouse and Railinc.

16 4.6 Plaintiff has made written demand upon Defendant for the payment of those sums
17 due and owing for switching services provided by Plaintiff.

18 4.7 Defendant has refused to pay Plaintiff for those amounts of money it is owed.

19 4.8 Plaintiff has been damaged in an amount that will be proven at the time of trial.

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23 V.
24 **THIRD CAUSE OF ACTION**
25 **UNJUST ENRICHMENT**

26 5.0 All prior allegations are restated as if set forth herein.

27 COMPLAINT FOR MONIES DUE - 8

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PAINÉ HAMBLÉN LLP
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

1 5.1 Defendant received a benefit in the form of having its goods delivered by Plaintiff
2 to or from Preferred along that railroad track being used by an exclusive contract between
3 Plaintiff and Preferred.

4 5.2 Defendant was aware that the TCRY was providing switching services for railcars
5 being delivered to or removed from Preferred, as more fully set forth on the bills of lading that
6 include Plaintiff's name.

7 5.3 Plaintiff incurred expenses for those services performed for the benefit of
8 Defendant in those amounts as set forth in its posted tariffs and other allowed charges.

9 5.4 The circumstances by which the Defendant has received a benefit from those
10 services provided by Plaintiff make it unjust for Defendant to refuse payment to Plaintiff.

11 5.5 Defendant has been enriched to the extent it has not paid the switching expenses
12 charged by Plaintiff for the serves rendered for the benefit of Defendant.

13 5.6 The extent of the benefit in the form of money owed to Plaintiff by Defendant
14 will be established at the time of trial.

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18 **PRAYER FOR RELIEF**

19 A. That Plaintiff be compensated for those sums of money that are due and owing for
20 those switching services it has provided for the benefit of Defendant in those amounts to be
21 proven at trial and which arise from the breach of the bill of lading contracts;

22 B. That Plaintiff be compensated for those sums of money that are due and owing as
23 a result of the implied contracts that arose by and through the bills of lading and quantum meruit
24 in those amounts equal to the published tariffs and other allowed expenses charged by Plaintiff

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26 COMPLAINT FOR MONIES DUE - 9

27 **PAINÉ HAMBLÉN LLP**
28 717 WEST SPRAGUE AVENUE, SUITE 1200
 SPOKANE, WA 99201 PHONE (509) 455-6000
 FAX (509) 838-0007

1 for its switching services that benefited Defendant materially in those amounts to be proven at
2 the time of trial;
3

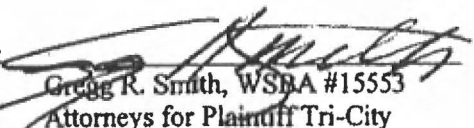
4 C. That Plaintiff be compensated in an amount equal to the benefit conferred upon
5 Defendant and which Defendant was unjustly enriched. The amount of the unjust enrichment is
6 in the amount of tariffs posted by Plaintiff as well as all other allowed costs in those amounts as
7 may be proven at the time of trial; and

8 D. All other legal and equitable damages and awards as may be ordered by this Court
9 in favor of Plaintiff and against Defendant.

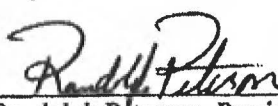
10 DATED this 24th day of May, 2018.

11 PAINE HAMBLÉN LLP

12 By:

13 
14 Gregg R. Smith, WSBA #15553
15 Attorneys for Plaintiff Tri-City
16 Railroad, LLC

17 I, Randolph Peterson, President and Governor of Tri-City Railroad Company, LLC have
18 read and do hereby verify the contents of this Complaint for Monies Due. The statements
19 contained in this Complaint are true and accurate.

20 
21 Randolph Peterson, President and Governor
22 Tri-City Railroad Company, LLC

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27 COMPLAINT FOR MONIES DUE - 10

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PAINE HAMBLÉN LLP
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

EXHIBIT D

JOSIE DELVIN
BENTON COUNTY CLERK

AUG 10 2018

FILED *ms*

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

TRI-CITY RAILROAD COMPANY, LLC, a)
Washington limited liability company,)
Plaintiff,)
vs.)
LAMB WESTON HOLDINGS, INC.,)
Defendant.)

No: 18-2-01353-1

**ORDER GRANTING PLAINTIFF'S
MOTION FOR DISMISSAL
WITHOUT PREJUDICE
CR 41**

It is hereby Ordered and Decreed that the Plaintiff's motion to dismiss the herein captioned matter without prejudice is Granted. The basis for this Order is CR 41 and the fact that the Defendant has not yet answered. There is no determination with regard to the award of attorney's fees for either Plaintiff or the Defendant.

Dated this 10 day of August, 2018


Benton County Superior Court Judge

ORDER GRANTING PLAINTIFF'S
MOTION FOR DISMISSAL WITHOUT
PREJUDICE- 1

PAINE HAMBLIN LLP
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

1 Presented by:

2 PAINE HAMBLER LLP

3
4 By: 

5 ~~Gregg R. Smith~~, WSBA #15553
6 *Attorneys for Plaintiff*

7 Approved as to Form:

8 CORR CRONIN LLP

9
10 By:

11 Kevin C. Baumgardner, WSBA #14263
12 *Attorneys for Defendant*

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26 ORDER GRANTING PLAINTIFF'S
27 MOTION FOR DISMISSAL WITHOUT
28 PREJUDICE- 2

PAINE HAMBLER LLP
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WA 99201 PHONE (509) 455-6000
FAX (509) 838-0007

EXHIBIT E



August 12, 2020

Dirk Martin
Lamb Weston
8701 W. Gage Blvd
Kennewick, WA
99336-1034

Delivered via US Mail and electronically via Dirk.Martin@lambweston.com

Re: Past Due invoice from July 23, 2020

Mr. Martin,

I currently represent Tri-City Railroad ("TCRY") as its outside general legal counsel.

Lamb Weston ("Lamb") was issued an invoice from TCry on July 23, 2020 in the amount of \$20,045. The invoice was based upon TCry's Miscellaneous Charges Tariff Supplement 1 which became effective September 18, 2018 but was not approved by the Port of Benton ("Port") until January 16, 2020.

Lamb is the responsible party owing the \$95 per car maintenance charge found in Supplement 1. Users of the railroad have been delineated, multiple times in the Port of Benton Rail Plan and Rail Master Plan.



On July 23, 2020, TCRY gave Lamb proper notice of its tariff as required by law. Since then, Lamb has been on notice of TCRY's Miscellaneous Charges Tariff Supplement 1 item number 5 titled "Railroad Maintenance Charge" and its application to Lamb railcar shipments that traverse TCRY trackage.

If any question exists as to Lamb's responsibility to pay the Railroad Maintenance Charge from July 23, 2020 forward, I would request your legal counsel review the legal authority cited herein.

A properly published tariff schedule has the force and effect of law, is the legal rate for the stated purposes, and binds the shipper and carrier alike. Illinois Cent. Gulf R. Co. v. Golden Triangle Wholesale Gas Co., 586 F.2d 588 (5th Cir. 1978); Farley Terminal Co., Inc. v. Atchison, T. & S. F. Ry. Co., 522 F.2d 1095 (9th Cir. 1975). In re Couture Hotel Corporation, 554 B.R. 369 (Bankr. N.D. Tex. 2016).

Tariffs play a different role today than they did under the I.C.C., the STB's predecessor. Under the I.C.C. and filed-rate doctrine, carriers were required to file tariff rates at the agency and parties were deemed to have constructive knowledge of the terms and rates set out in that filed tariff. Davel Communications, Inc. v. Qwest Corp., 460 F.3d 1075 (9th Cir. 2006).

Today, carriers are no longer required to file tariffs with the Surface Transportation Board. Therefore, "*a shipper or receiver of rail cars to whom the rail carrier has given actual notice of its own[] tariff will be deemed to have accepted the rail carrier's[] terms whenever it accepts the cars.*" Demurrage Liability, EP 707 (STB Served April 14, 2014) (discussing notice of demurrage tariffs). Regarding what



notice is sufficient to constitute actual notice, the STB has stated that carriers are to use *“electronic responses and notices when both parties have the requisite capabilities. Otherwise the notice should be written.”* Disclosure, Pub. & Not. Of Change of Rates—Rail Carriage, 1 S.T.B. 153, 159 (1996) (carriers must make *“active, or positive, response or notification”* of rate information on request of shipper, rather than using *“electronic billboards or other ‘passive’ forms of notification”*).

As such, please find attached TCRY's most recent invoice reflecting Lamb's accrued charges from July 23, 2020 thru today. No amounts are owed for the tariff charges prior to July 23, 2020. If any questions or issues remain, please have your legal counsel contact me to discuss. Otherwise we look forward to your payment.

Thank you,

A handwritten signature in black ink, appearing to be 'R. Peterson', with a long horizontal line extending to the right.

Rydel Peterson

Attorney

Montana Bar # 55790498

Washington Bar # 55705



Tri-City Railroad Company, LLC
P.O. Box 6000
Kennewick, WA 99336

Invoice

Date	Invoice #
8/12/2020	11492

Bill To
Lamb Weston Plant 8701 W. Gage Blvd. Kennewick, WA 99336

Terms
Due upon receipt

Quantity	Description	Rate	Amount
11	Track Maintenance charges assessed on oil tank cars that entered the TCRY at Richland Connection in Kennewick, WA for the period of July 23, 2020 to July 31, 2020 Charges assessed per Miscellaneous Charges Tariff Supplement 1 Effective September 18, 2018 and Approved by Port of Benton January 16, 2020.	95.00	1,045.00

Amounts not paid within terms are subject to a 5% late fee and 1.5% interest per month .	Payments/Credits	\$0.00
	Invoice Balance	\$1,045.00

E-mail
lisaanderson@tcry.com