

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

VFRC, LLC, an Oregon Limited Liability Company, **VENELL FARMS, INC.**, an Oregon Business Corporation, **ALBANY & EASTERN RAILROAD COMPANY**, an Oregon Business Corporation.

v.

PORTLAND & WESTERN RAILROAD, INC., a New York Corporation, **GENESEE & WYOMING, INC.**, a Delaware Corporation, **UNION PACIFIC RAILROAD COMPANY**, a Delaware Corporation.

STB Docket No. NOR 42187

UNION PACIFIC RAILROAD COMPANY'S PROCEDURAL REPORT

Pursuant to 49 C.F.R. § 1111.11, Defendant Union Pacific Railroad Company ("Union Pacific") files this report on the Parties' procedural conference.

As required by § 1111.11, counsel for all Parties conferred by teleconference on July 20, 2026, regarding the procedural schedule for this proceeding. During the conference, Union Pacific explained that it was not a proper party, for the reasons stated in Union Pacific's Motion to Dismiss filed on July 6, 2026, and that discovery was not appropriate as to Union Pacific until the Board ruled on the pending Motion to Dismiss. Counsel for Defendants Genesee & Wyoming ("G&W") and Portland & Western, Inc. ("PNWR") advocated that all discovery should be stayed until resolution of their motion to dismiss. Counsel for VFRC, LLC, Venell Farms, Inc., and Albany & Eastern Railroad Company, Inc. (collectively, "Complainants")

proposed that discovery should proceed while the motions to dismiss are pending. The parties subsequently exchanged email proposals but were unable to reach agreement on a procedural schedule.

Union Pacific does not take a position on whether any discovery is appropriate between Complainants and Defendants G&W and PNWR while their motion to dismiss is pending. But no discovery on Union Pacific is appropriate at this time. As Union Pacific explained in its Motion to Dismiss, the Amended Complaint did not state reasonable grounds for investigation and action against Union Pacific. As the Amended Complaint itself states, Union Pacific leased the relevant line long ago, and the line has been operated by Defendant PNWR and its affiliates for the past 33 years. While that lease has been in effect, Union Pacific has not been “providing transportation or service” to Complainants over the UP Segment of the Bailey Branch and Complainants have not made any “reasonable request” to Union Pacific for service. 49 U.S.C. § 11101(a). Here, where the pending motion to dismiss clearly shows that Complainants have not stated any claim against Union Pacific, discovery against Union Pacific before that motion is decided would be unduly burdensome.¹

Union Pacific otherwise joins the procedural schedule being proposed by Defendants G&W and PNWR.

¹ Complainants’ Reply to Union Pacific’s Motion to Dismiss attempts to remedy this failure by asserting factual allegations and novel theories of liability that do not appear anywhere in the Amended Complaint. Union Pacific will respond to Complainants’ improper Reply at the appropriate time.

Respectfully submitted,

/s/ Matthew J. Warren

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July 27, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of July 2026, I served a copy of Union Pacific Railroad Company's Procedural Report by email on the service list.

/s/ Stephen S. Laudone
Stephen S. Laudone