

**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 ANSWER

Pursuant to 49 C.F.R. § 1111.5, Union Pacific Railroad Company ("Union Pacific") hereby answers the Amended Complaint filed in the above-captioned docket by VFRC, LLC ("VFRC"), Venell Farms, Inc. ("Venell"), and Albany & Eastern Railroad Company, Inc. ("AERC") (collectively, "Complainants"). The Amended Complaint makes various allegations concerning asserted violations of common carrier obligations related to a bridge collapse on a line known as the Bailey Branch. But the line in question is a former Union Pacific line that has been leased since 1992 to Willamette & Pacific Railroad ("WPRR"), an affiliate of Portland & Western Railroad ("PNWR"). The Amended Complaint does not state

any claim against Union Pacific for violating its common carrier obligation as to that leased line, and thus Union Pacific is not a properly named Defendant. For this reason, Union Pacific is separately filing a Motion to Dismiss the Amended Complaint. Pursuant to 49 C.F.R. § 1111.5, Union Pacific is filing this Answer to the Amended Complaint. To the extent Union Pacific does not specifically admit an allegation in the Amended Complaint, that allegation is denied.

With respect to the allegations in the introductory paragraph of the Amended Complaint, Union Pacific denies that it failed to provide reasonable and adequate rail service, denies that it violated its common carrier obligations in any way, and denies that it violated any common carrier obligation over the line at issue. Any other allegations stated or implied in the introductory paragraph are denied.

I.

Union Pacific lacks sufficient information to form a belief as to the truth of the allegations in Section I, which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

II.

Union Pacific lacks sufficient information to form a belief as to the truth of the allegations in Section II, which pertain to parties other than Union Pacific, and therefore Union Pacific denies these allegations.

III.

Union Pacific denies that it retains overhead trackage rights on the Bailey Branch. Union Pacific lacks sufficient information to form a belief as to the truth of the remaining allegations in Section III, which pertain to parties other than Union Pacific, and therefore Union Pacific denies these allegations.

IV.

Union Pacific admits that WPRR, an affiliate of PNWR, has leased some of its lines from Union Pacific. Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations in Section IV, which pertain to parties other than Union Pacific, and therefore Union Pacific denies these allegations.

V.

Union Pacific admits that its headquarters are located at 1400 Douglas Street, Omaha, Nebraska, that it is a common carrier by rail, and that some of its traffic is subject to the jurisdiction of the Surface Transportation Board. Union Pacific further admits that the segment of the Bailey Branch containing the Marys River Bridge is a rail line that is owned by Union Pacific while being leased to WPRR, an affiliate of PNWR.

VI.

Section VI contains statements of law to which no response is required. To the extent a response to these statements of law is deemed required, Union Pacific denies those allegations.

VII.

Union Pacific denies the allegation that the Bailey Branch is a 17.7-mile railroad line stretching from the cities of Corvallis to Monroe. The Bailey Branch is currently less than 6 miles in length. It is comprised of two segments: (a) the segment between Milepost 688.12 near Corvallis and Milepost 687.60; and (b) the segment between Milepost 687.60 and Milepost 682.25. The remainder of the Bailey Branch beyond Milepost 682.25 was abandoned in 2011.

Union Pacific admits that its predecessor in interest, Southern Pacific Transportation Company (“Southern Pacific”), leased a segment of the Bailey Branch between Milepost 688.12 and Milepost 687.60 to WPRR. Union Pacific admits that the lease has been extended as recently as 2025 in Docket No. FD 36827.

Union Pacific admits that the Marys River Bridge is located on the Bailey Branch. Union Pacific denies the allegation that it has an obligation to operate, maintain, or repair the Bailey Branch or the Marys River Bridge.

Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations in Section VII (including footnote 1), which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

VIII.

Union Pacific lacks sufficient information to form a belief about the truth of the allegations in Section VIII, which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

IX.

Union Pacific admits that Southern Pacific leased the Bailey Branch to WPRR, an affiliate of PNWR, in 1992. Union Pacific further admits that in 2007, Venell filed a lawsuit against Union Pacific, WPRR, and G&W in Benton County Circuit Court. Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations in Section IX, which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

X.

Union Pacific admits that it sold a segment of the Bailey Branch located between Milepost 687.60 and Milepost 682.25 to VFRC. Union Pacific admits that it transferred a freight easement over that segment to AERC, and that WPRR, an affiliate of PNWR, assigned its operating rights over this line to AERC. Union Pacific denies the allegation that it retains overhead trackage rights on this segment of the Bailey Branch. Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations in Section X, which pertain to parties other than Union Pacific, and therefore Union Pacific denies these allegations.

XI.

In response to the allegations in Section XI that “Defendants” allowed homeless individuals to camp beneath the bridge, acted to replace bridge elements after a fire, caused the structural failure of the bridge due to their “oversight,” and failed to repair the bridge, Union Pacific states that it does not provide service over the bridge or maintain the bridge and denies all allegations in Section XI relating to “Defendants” to the extent they include Union Pacific. Union Pacific admits that the Marys River Bridge collapsed in January 2025. Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations in Section XI, which pertain to parties other than Union Pacific, and therefore Union Pacific denies these allegations.

XII.

Union Pacific lacks knowledge or information sufficient to form a belief about the truth of the allegations in Section XII, which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

XIII.

Union Pacific denies the allegation that Complainants have attempted to engage with Union Pacific multiple times concerning the Bridge's repair and the resumption of services. Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations in Section XIII, which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

XIV.

Union Pacific lacks sufficient information to form a belief about the truth of the allegations in Section XIV, which pertain to parties other than Union Pacific, and therefore Union Pacific denies those allegations.

XV.

Section XV contains various statements of law to which no response is required. To the extent a response to these statements of law is deemed required, Union Pacific denies those allegations. In response to the allegation in Section XV that after the collapse of the Marys River Bridge "Defendants refused to take any action or provide any information regarding a timeline to resume service," Union Pacific states that it does not provide service over the bridge and thus did not take any action or provide any information regarding a timeline for the resumption of service. Union Pacific lacks sufficient information to form a belief about the truth of the remaining allegations about other Defendants' actions or inactions, or any of the other remaining allegations in Section XV, and therefore Union Pacific denies those allegations.

XVI.

Union Pacific denies that it should be held liable for any damages incurred by Complainants arising out of the allegations in the Amended Complaint. Union Pacific lacks sufficient information to form a belief about the truth of the allegations in Section XVI as to other Defendants, and therefore Union Pacific denies those allegations.

* * *

With respect to the allegations in the unnumbered paragraph of the Amended Complaint titled “Conclusion and Requested Relief,” Union Pacific denies that it failed to provide reasonable and adequate rail service, denies that it violated its common carrier obligations in any way, and denies that Complainants are entitled to any relief against Union Pacific. Any other allegations stated or implied in this unnumbered paragraph are denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Union Pacific does not have any common carrier obligations to maintain or provide service over the Bailey Branch since the time it was leased to another railroad in 1992, including between Milepost 687.60 and Milepost 682.25 where the Bridge is located.

Second Affirmative Defense

Complainants are not shippers on the Bailey Branch. Complainants are thus not eligible to claim damages under 49 U.S.C. § 11704(b) for a violation of 49 U.S.C. § 11101(a).

Third Affirmative Defense

Union Pacific reserves the right to assert any additional defenses that become apparent during this proceeding. Additional facts may become known if this proceeding advances toward discovery.

WHEREFORE, Union Pacific requests that the Amended Complaint be dismissed in its entirety with prejudice; that no relief of any kind be awarded to Complainants as against Union Pacific; and that the Board grant Union Pacific such other and further relief as may be appropriate.

Respectfully submitted,

/s/ Matthew J. Warren

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July 6, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of July 2026, I served a copy of Union Pacific Railroad Company's Answer by email on the service list.

/s/ Stephen S. Laudone
Stephen S. Laudone