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May 20, 2002

VIA HAND DELIVERY

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Room 704
Washington, D.C. 20423

ENTERED
Office of the Secretary

MAY 20 2002

Part of
Public Record

RE: *DHX, Inc. v. Matson Navigation, et al.*
STB Docket No. WCC-105

Dear Secretary Williams:

Enclosed please find the original and eleven copies Defendant Sea-Land Service, Inc.'s Answer to DHX Inc.'s Amended Complaint in the above-referenced matter. Also enclosed are three 3.5-inch computer disks, each of which contains a copy of the enclosed Answer. In accordance with the STB Final Rule in Ex Parte 576, Electronic Access to Case Filings, the original is not bound, but clipped; however, the ten copies enclosed for Board Member and staff review are stapled.

Please acknowledge receipt and filing of the enclosed material by stamping the eleventh copy of this letter, which is enclosed for that purpose, and returning it to the individual making this filing for return to me.

Yours very truly,



C. Jonathan Benner

Enclosures

cc: Parties of Record

ATLANTA • HONG KONG • LONDON • NORFOLK • RICHMOND
TYSONS CORNER • VIRGINIA BEACH • WASHINGTON, D.C.

Before the
SURFACE TRANSPORTATION BOARD

DHX, Inc.

Plaintiff,

v.

Matson Navigation Company, Inc. and
Sea-Land Service, Inc.,

Defendants,

205484
Docket No. WCC-105



**DEFENDANT SEA-LAND SERVICE, INC.'S ANSWER TO
DHX INC.'S AMENDED COMPLAINT**

Pursuant to the procedural schedule established in the Board's decision served March 28, 2002, Defendant Sea-Land Service, Inc., now known as SL Service Inc. ("SL"), by and through its undersigned counsel, hereby files its Answer to the Amended Complaint of DHX, Inc. ("DHX").

GENERAL ANSWER

All allegations set forth in the Amended Complaint that are not expressly admitted are denied. The numbered paragraphs below provide SL's answers to the allegations in the correspondingly-numbered paragraphs of the amended complaint. References to "Matson" are to the co-defendant, Matson Navigation Company.

Complainant DHX, on Pages 1 and 2 of its Amended Complaint sets out, in five unnumbered paragraphs, certain argument and other extraneous material. These paragraphs contain unsupported assertions of law to which no response is required. To the extent any of these unnumbered assertions are deemed to include factual averments requiring a response, SL denies

those averments. Similarly, DHX has inserted between Paragraph 80 and Paragraph 81 of its Amended Complaint, pp. 15-17, a narrative interlude of seven un-numbered paragraphs that are a mix of argument of counsel and disputable statutory commentary. These elements of the amended complaint are extraneous to properly pled factual assertions. SL does not consider these portions of the complaint to be susceptible of rejoinder other than through legal argument and thus confines this Answer to the numbered paragraphs of the Amended complaint. To the extent any of these elements are deemed to include factual averments requiring a response, SL denies those averments.

In the first sentence of the second un-numbered paragraph on page 1, DHX incorporates by reference the contents of its original complaint. The Board has previously commented that in the original complaint "DHX appears to misconstrue the law in various respects." Order of December 19, 2001. Slip Op. at 4. Although motions to dismiss filed by the defendant carriers in response to the original complaint were denied, the deficiencies of the original complaint, as previously commented on by the Board, are, by virtue of DHX's incorporation by reference of that document, carried forward to the Amended Complaint.

The Amended Complaint also contains numerous paragraphs, generally found between Paragraphs 24-80, pp. 6-14, that offer descriptions and commentary on tariffs at issue in this proceeding. These alleged descriptions do not clearly define the time periods that each tariff item allegedly applies to each assertion. SL's tariffs are subject to frequent review, revision and modification. While SL, consistent with the requirements of responsive pleading, endeavors to respond fairly to these elements of the Amended Complaint, it should be understood that the content of any particular tariff provisions at any particular time is conclusively demonstrable by direct reference to the face of the tariff. Tariffs are public documents that speak for themselves.

SL generally denies DHX's characterizations, descriptions, commentary, and interpretations of tariff provisions.

Following paragraph 266 at page 45 of the Amended Complaint, DHX sets out fourteen un-numbered paragraphs under the heading of "Prayer for Relief." While these elements of the complaint do not contain factual averments requiring a response in the form of an Answer, it should be understood that SL asserts that DHX is not entitled to any relief, whether set out as a Prayer in the Amended Complaint or otherwise, and, to the extent these portions of the Amended Complaint are deemed to require an answer, they are denied.

Finally, several of the new averments and counts contained in the Amended Complaint fail to state allegations that, if proven, would support a finding of violations of statutes administered by the Board. Sea-Land, by separate motion, will promptly move the Board for dismissal of certain elements of the Amended Complaint.

ANSWER TO NUMBERED PARAGRAPHS

SL incorporates by reference as if fully set forth herein its Answers to the statements and/or allegations contained in the preceding sections.

1. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

2. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

3. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

4. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

5. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

6. To the extent this paragraph contains averments beyond conclusions of law to which no response is required, SL is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the allegations.

7. To the extent this paragraph contains averments beyond conclusions of law to which no response is required, SL is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the allegations.

8. To the extent this paragraph contains averments beyond conclusions of law to which no response is required, SL is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the allegations.

9. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

10. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

11. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

12. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

13. SL admits, upon information and belief, that Matson operates containerships but except as so specifically admitted is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

14. SL admits that on or about December 9, 1999, Sea-Land Service, Inc. sold certain assets of Sea-Land Service, Inc. to certain entities associated with the A.P. Moller group of companies but except as so specifically admitted denies the remainder of the allegations contained in Paragraph 14 of the Amended Complaint.

15. SL admits that Attachment A to the Amended Complaint is a copy of 7th Revised Page 2, 110,001, denies that that the page represents that SL "was now operating under the name 'CSX Lines, LLC'" and further asserts that the tariff page speaks for itself.

16. The allegations contained in Paragraph 16 are vague, ambiguous and incapable of a definite response, SL is therefore without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in Paragraph 16 of the Amended Complaint and therefore denies the allegations contained in that paragraph.

17. SL denies the allegation that the defendant is now one of a number of users of the designated ocean terminal facilities.

18. This paragraph states legal conclusions for which no response is required.

19. This paragraph states legal conclusions for which no response is required.

20. This paragraph states legal conclusions for which no response is required.

21. SL denies that it is now known as CSX Lines, LLC. SL denies that it holds itself out to provide common carrier service. SL admits that it does not call Portland, Oregon.

22. SL denies that it is now known as CSX Lines, LLC. SL denies that it holds itself out to provide common carrier service. SL admits that it does not call Seattle, Washington.

23. SL admits that at certain times, DHX has been a customer of SL, but, except as so specifically admitted, denies the remainder of the allegations contained in Paragraph 23 of the Amended Complaint.

24. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

25. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

26. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

27. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

28. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

29. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

30. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

31. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

32. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

33. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

34. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

35. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

36. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

37. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

38. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

39. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

40. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

41. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

42. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

43. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

44. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

45. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

46. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

47. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

48. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

49. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

50. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

51. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

52. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

53. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

54. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

55. SL denies the allegations contained in Paragraph 55 of the Amended Complaint.

56. SL denies the allegations contained in Paragraph 56 of the Amended Complaint.

57. SL admits that tariff STB CSXL 468 was published and filed in the name of CSX Lines, LLC but except as so specifically admitted denies the remainder of the allegations contained in Paragraph 57 of the Amended Complaint.

58. SL denies the allegations contained in Paragraph 58 of the Amended Complaint except as to the Hawaii and Guam trades.

59. SL admits, as to the Hawaii and Guam trades, that the transfer of certain assets and operations occurred on and after December 10th 1999 but except as so specifically admitted denies the remainder of the allegations contained in Paragraph 59 of the Amended Complaint.

60. To the extent paragraph 60 of the Amended Complaint contains factual averments beyond legal conclusions to which no response is required, SL denies the allegations contained therein.

61. SL states that Tariff STB SEAU 468 speaks for itself and, to the extent the balance of paragraph 61 of the Amended Complaint contains factual averments beyond legal conclusions for which no response is required, SL denies those averments.

62. SL states that Tariff STB CSXL 468 speaks for itself, and to the extent the balance of paragraph 62 of the Amended Complaint contains factual averments beyond legal conclusions for which no response is required, SL denies those averments.

63. SL states that Rule 160 of STB CSXL 468 speaks for itself, and to the extent the balance of paragraph 63 of the Amended Complaint contains factual averments beyond legal conclusions for which no response is required, SL denies those averments.

64. SL states that Rule 160 of STB CSXL 468 speaks for itself, and to the extent the balance of paragraph 64 of the Amended Complaint contains factual averments beyond legal conclusions for which no response is required, SL denies those averments.

65. SL states that Rule 160 of STB CSXL 468 speaks for itself, and to the extent the balance of paragraph 65 of the Amended Complaint contains factual averments beyond legal conclusions for which no response is required, SL denies those averments.

66. SL denies the allegations contained in Paragraph 66 of the Amended Complaint.

67. SL answers that tariffs STB SEAU 468 and STB CSXL 468 speak for themselves.

68. SL answers that the referenced tariff items speak for themselves.

69. To the extent paragraph 69 of the Amended Complaint states factual averments beyond legal arguments and conclusions for which no response is required, SL denies characterizations stated in paragraph 69 of the Amended Complaint and further answers that CSXL Tariff 468 and SEAU 468 speak for themselves.

70. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 70 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

71. SL admits that CSX Tariff 468 and Tariff SEAU 468 contain references to particular street addresses to which particular rates apply, and, to the extent paragraph 71 of the Amended Complaint contains further factual averments beyond conclusions of law for which no response is required, denies all such averments and further answers that the provisions of the tariffs speak for themselves.

72. SL admits that CSX Tariff 468 and Tariff SEAU 468 contain references to joint rates, and, to the extent Paragraph 72 of the Amended Complaint contains further factual averments beyond conclusions of law for which no response is required, denies all such averments and further answers that the provisions of the tariff speaks for themselves.

73. SL admits that CSX Tariff 468 and Tariff SEAU 468 contain references to joint rates and proportional rates, and, to the extent Paragraph 73 of the Amended Complaint contains further factual averments beyond conclusions of law for which no response is required, denies all such averments and further answers that the provisions of the tariff speaks for themselves.

74. SL admits that it does not issue bills of lading, whether through or otherwise, and states that all shipments in the Westbound Hawaii trade are governed by freight invoices issued prior to vessel arrival in Honolulu. These freight invoices will indicate on their face the governing tariff provisions.

75. SL admits that certain rate items in Tariff SEAU 468 reference specific shippers and otherwise answers that the Tariff speaks for itself.

76. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

77. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

78. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

79. SL admits that "TT" indicates terminal to terminal service. SL otherwise denies the allegations in paragraph 79 of the Amended Complaint.

80. SL denies the averments contained in paragraph 80 of the Amended Complaint.

Complainant's Claims as to Defendant Matson Navigation Company

Count 1

81. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 80 of the Amended Complaint.

82. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 82 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

83. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 83 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

84. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 84 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

85. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

86. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 86 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

87. The allegations contained in Paragraph 87 of the Amended Complaint state legal conclusions to which no response is required and SL therefore denies the allegations contained in that paragraph.

88. The allegations contained in Paragraph 88 state legal conclusions to which no response is required and SL therefore denies the allegations contained in that paragraph.

89. The allegations contained in Paragraph 89 of the Amended Complaint state legal conclusions to which no response is required, is otherwise unintelligible and SL therefore denies the allegations contained in that paragraph.

90. The allegations contained in Paragraph 90 of the Amended Complaint state legal conclusions to which no response is required, is otherwise unintelligible, and SL therefore denies the allegations contained in that paragraph.

91. SL denies the allegations contained in Paragraph 91 of the Amended Complaint.

92. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 92 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

Count 2

93. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 92 of the Amended Complaint.

94. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

95. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

96. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 96 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

97. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

98. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 98 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

99. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 99 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

100. SL denies the allegations contained in Paragraph 100 of the Amended Complaint.

101. SL denies the allegations contained in Paragraph 101 of the Amended Complaint.

Count 3

102. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 101 of the Amended Complaint.

103. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 103 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

104. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 104 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

105. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 105 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

106. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 106 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

107. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

108. SL denies the allegations contained in Paragraph 108 of the Amended Complaint.

Count 4

109. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 108 of the Amended Complaint.

110. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 110 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

111. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 111 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

112. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 112 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

113. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 113 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

114. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 114 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

115. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 115 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

116. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 116 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

117. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 117 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

118. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 118 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

119. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 119 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

120. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 120 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

121. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 121 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

122. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 122 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

123. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 123 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

124. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 124 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

125. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 125 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

126. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 126 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

127. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 127 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

128. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 128 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

129. SL denies the allegations contained in Paragraph 129 of the Amended Complaint.

130. SL denies the allegations contained in Paragraph 130 of the Amended Complaint.

Count 5

131. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 130 of the Amended Complaint.

132. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 132 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

133. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 133 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

134. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 134 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

135. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 135 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

136. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 136 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

137. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 137 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

138. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 138 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

139. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 139 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

140. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 140 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

141. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 141 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

142. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 142 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

143. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 143 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

144. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 144 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

145. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 145 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

146. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 146 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

147. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 147 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

148. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 148 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

149. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 149 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

150. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 150 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

151. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 151 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

152. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 152 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

153. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 153 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

154. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 154 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

Count 6

155. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 155 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

156. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 156 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

157. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 157 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

158. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 158 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

159. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 159 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

160. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 160 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

Count 7

161. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 160 of the Amended Complaint.

162. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 162 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

163. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 163 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

164. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 164 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

165. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 165 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

166. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 166 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

167. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 167 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

168. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 168 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

169. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 169 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

Count 8

170. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 169 of the Amended Complaint.

171. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 171 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

172. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 172 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

173. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 173 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

174. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 174 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

175. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 175 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

176. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 176 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

177. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 177 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

178. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 178 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

Count 9

179. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 178 of the Amended Complaint.

180. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 180 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

181. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 181 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

182. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 182 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

183. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 183 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

184. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 184 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

185. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 185 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

186. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 186 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

187. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 187 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

188. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 188 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

189. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 189 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

190. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 190 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

191. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 191 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

Complainant's Claims as to Defendant Sea-Land Service, Inc.

Count 1

192. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 191 of the Amended Complaint.

193. SL admits that Tariff STB SEAU 468 has contained references to "minimum" weights for commodities and "minimum" bill of lading charges and otherwise answers that the tariff speaks for itself.

194. SL answers that the terms of Rule 882 of STB SEAU 468 speak for themselves.

195. SL answers that the terms of the referenced tariff items speak for themselves.

196. SL answers that the terms of the referenced tariff items speak for themselves.

197. SL answers that the terms of the referenced tariff items speak for themselves.

198. SL answers that the terms of the referenced tariff items speak for themselves.

199. SL answers that the terms of the referenced tariff items speak for themselves. To the extent that paragraph 199 contains averments beyond the content and application of tariff items, SL denies those averments.

200. To the extent paragraph 200 of the Amended Complaint contains factual assertions in addition to legal argument and conclusions for which no response is required, SL denies the allegations contained in that paragraph.

201. To the extent paragraph 201 of the Amended Complaint contains factual assertions in addition to legal argument and conclusions for which no response is required, SL denies the allegations contained in that paragraph.

202. To the extent paragraph 202 of the Amended Complaint contains factual assertions in addition to legal argument and conclusions for which no response is required, SL denies the allegations contained in that paragraph.

203. To the extent paragraph 203 of the Amended Complaint contains factual assertions in addition to legal argument and conclusions for which no response is required, SL denies the allegations contained in that paragraph.

204. To the extent paragraph 204 of the Amended Complaint contains factual assertions in addition to legal argument and conclusions for which no response is required, SL denies the allegations contained in that paragraph.

205. SL denies the allegations contained in Paragraph 205 of the Amended Complaint.

Count 2

206. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 205 of the Amended Complaint.

207. SL denies the allegations contained in Paragraph 207 of the Amended Complaint.

208. To the extent paragraph 208 of the Amended Complaint contains factual averments in addition to legal arguments or conclusions for which no response is required, SL denies those allegations and further answers that the content of the referenced NMFC publication speaks for itself.

209. To the extent paragraph 209 of the Amended Complaint contains factual averments in addition to legal arguments or conclusions for which no response is required, SL denies those allegations and further answers that the content of the referenced NMFC publication speaks for itself.

210. To the extent paragraph 210 of the Amended Complaint is intelligible and contains factual averments in addition to legal arguments or conclusions for which no response is required, SL denies the allegations and further states that the referenced tariff items and NMFC publication speak for themselves.

211. SL denies the allegations contained in Paragraph 211 of the Amended Complaint.

212. SL denies the allegations contained in Paragraph 212 of the Amended Complaint.

Count 3

213. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 212 of the Amended Complaint.

214. SL admits that it has published STB SEAU 468 and STB CSXL 468, the contents of which speak for themselves, and in all other respects denies the allegations of paragraph 214 of the Amended Complaint.

215. To the extent the allegations contained in Paragraph 215 of the Amended Complaint contain averments beyond legal conclusion or argument that require no response, SL denies the allegations contained in paragraph 215 of the Amended Complaint.

216. SL denies the allegations contained in Paragraph 216 of the Amended Complaint.

217. SL denies the allegations contained in Paragraph 217 of the Amended Complaint.

218. SL denies the allegations contained in Paragraph 218 of the Amended Complaint.

219. SL denies the allegations contained in Paragraph 219 of the Amended Complaint.

220. SL denies the allegations contained in Paragraph 220 of the Amended Complaint.

Count 4

221. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 220 of the Amended Complaint.

222. SL admits that Tariff STB CSXL contains a section 4 and further answers that the contents of the tariff speak for themselves.

223. SL admits that the referenced tariffs set forth certain rates and further answers that the contents of the tariff speak for themselves.

224. SL answers that the referenced tariff provisions speak for themselves.

225. SL denies the allegations contained in Paragraph 225 of the Amended Complaint.

226. To the extent paragraph 226 contains averments beyond legal argument and conclusion for which no response is required, it is vague, ambiguous and phrased so as to render impossible a meaningful response.

227. SL denies the allegations contained in Paragraph 227 of the Amended Complaint.

228. SL denies the allegations contained in Paragraph 228 of the Amended Complaint.

Count 5

229. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 228 of the Amended Complaint.

230. To the extent the characterizations contained in paragraph 230 are intended to state factual averments beyond legal conclusions or argument to which no response is

required, SL denies those assertions and further answers that the referenced tariff matter speaks for itself.

231. To the extent the characterizations contained in paragraph 231 are intended to state factual averments beyond legal conclusions or argument to which no response is required, SL admits Section 4 contains port-to-port rates between San Juan, Puerto Rico and Hawaii, denies all other assertions and further answers that the referenced tariff matter speaks for itself.

232. To the extent the characterizations contained in paragraph 232 are intended to state factual averments beyond legal conclusions or argument to which no response is required, SL denies those assertions and further answers that the referenced tariff matter speaks for itself.

233. SL denies the allegations contained in Paragraph 233 of the Amended Complaint.

234. SL denies the allegations contained in Paragraph 234 of the Amended Complaint.

235. SL denies the allegations contained in Paragraph 235 of the Amended Complaint.

236. SL denies the allegations contained in Paragraph 236 of the Amended Complaint.

Count 6

237. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 236 of the Amended Complaint.

238. SL admits that it has published the referenced tariff matter, further admits that Attachment I to the Amended Complaint reflects rates applicable to shipments by a particular named shipper, further admits that SL has offered rates that vary with the volume of cargo tendered and further answers that the content of the referenced tariff items speak for themselves. To the extent paragraph 238 of the Amended Complaint contains additional averments beyond legal conclusions and argument that do not require a response, SL denies those averments.

239. SL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 239 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

240. SL admits that transportation effectuated by SL is governed by the rates, terms and conditions of its tariffs but except as so specifically admitted denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 240 of the Amended Complaint, and therefore denies the allegations contained in that paragraph.

241. SL denies the allegations contained in Paragraph 241 of the Amended Complaint.

242. SL admits the allegations contained in Paragraph 242 of the Amended Complaint.

243. SL admits that it has published the referenced tariff items, admits that Attachment J is attached to the Amended Complaint, and further answers that the content of the referenced tariff item speaks for itself.

244. SL denies the allegations contained in Paragraph 244 of the Amended Complaint.

245. SL admits that Complainant includes an Attachment K as part of its Amended Complaint and denies the remainder of the allegations contained in Paragraph 245 of the Amended Complaint.

246. SL asserts that the allegations contained in Paragraph 246 are vague, ambiguous and incapable of a definite response and therefore denies the allegations contained in said paragraph.

247. SL denies the allegations contained in Paragraph 247 of the Amended Complaint.

248. SL denies the allegations contained in Paragraph 248 of the Amended Complaint.

249. SL denies the allegations contained in Paragraph 249 of the Amended Complaint.

Complainant's Claim as to Both Defendants

250. SL incorporates by reference as if fully set forth herein its answers to Paragraphs 1 through 249 of the Amended Complaint.

251. SL asserts that the phrase "fast ship service" is vague, ambiguous and incapable of a definite response and is therefore without knowledge or information sufficient to

form a belief as to the truth of the remainder of the allegations contained in Paragraph 251 of the Amended Complaint and therefore denies the allegations contained in that paragraph.

251(sic) SL notes that DHX has managed to file two Paragraphs designated by the number 251 and denies the allegations contained in the second paragraph designated Paragraph 251 of the Amended Complaint.

252. SL denies the allegations contained in Paragraph 252 of the Amended Complaint.

253. SL denies the allegations contained in Paragraph 253 of the Amended Complaint.

254. SL is without knowledge of information sufficient to provide a response as it relates to Matson, admits that it provides volume pricing to shippers in the Hawaii trade, including complainant, but except as so specifically admitted denies the remainder of the allegations contained in Paragraph 254 of the Amended Complaint.

255. SL denies the allegations contained in Paragraph 255 of the Amended Complaint.

256. SL denies the allegations contained in Paragraph 256 of the Amended Complaint.

257. SL states that the allegations in paragraph 257 of the Amended Complaint are vague and ambiguous and not susceptible of an accurate response. To the extent SL understands the averments, it denies that there exists a reciprocal agreement between SL and Matson and further states that there exist Emergency Services Agreements and Transportation Service Agreements to which SL and Matson are parties. SL further states that in the two

Transportation Service Agreements, CSX Lines, LLC is described as a “shipper” and Matson is described as a “carrier.”

258. Paragraph 258 of the Amended Complaint contains legal argument and conclusions for which no response is required. To the extent the complaint intends to assert factual averments, SL denies pending further clarification of the time period involved.

259. SL denies the allegations contained in Paragraph 259 of the Amended Complaint.

260. SL denies the allegations contained in Paragraph 260 of the Amended Complaint.

261. SL denies the allegations contained in Paragraph 261 of the Amended Complaint.

262. SL denies the allegations contained in Paragraph 262 of the Amended Complaint.

263. SL denies the allegations contained in Paragraph 263 of the Amended Complaint.

264. SL denies the allegations contained in Paragraph 264 of the Amended Complaint.

265. SL denies the allegations contained in Paragraph 265 of the Amended Complaint.

266. SL denies the allegations contained in Paragraph 266 of the Amended Complaint.

AFFIRMATIVE DEFENSES

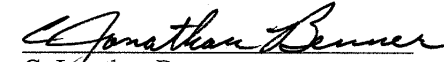
1. The amended complaint fails to state any claim against Sea-Land either singly or in conjunction with Matson, upon which relief may be granted.
2. SL's rates and practices are reasonable.
3. The amended complaint is without merit in that it challenges rates of SL protected under the statutory Zone of Reasonableness.
4. The amended complaint is without merit in that it seeks relief for claims that are barred by the statute of limitation. Furthermore, to the extent that the counts alleged against SL in the Amended Complaint were not set out in the original complaint, the statute of limitations relates to the date of the filing of the Amended Complaint and not the original complaint.
5. The amended complaint is without merit in that it seeks relief as to matters not within the jurisdiction of the Surface Transportation board.

PRAYER FOR RELIEF

WHEREFORE, SL respectfully requests that:

- A. All counts of the Amended Complaint be dismissed in its entirety with prejudice and that this proceeding be discontinued;
- B. SL be awarded its costs and attorneys' fees incurred in defense of this action; and
- C. The Board grant such additional relief as it may deem appropriate.

Respectfully submitted,



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Counsel for Sea-Land Service, Inc.

Dated: May 20, 2002

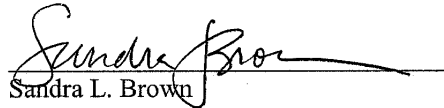
CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2002 a copy of the foregoing Defendant Sea-Land Service, Inc.'s Answer to DHX Inc.'s Amended Complaint was served by facsimile and overnight delivery upon:

Rick A. Rude
Attorney At Law
207 Park Avenue
Suite 103
Falls Church, Virginia 22046

and by hand delivery upon:

Richard A. Allen
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Sandra L. Brown