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March 11, 2010

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BY HAND DELIVERY

Honorable Anne K. Quinlan
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20024

ENTERED
Office of Proceedings
MAR 29 2010
Part of
Public Record

Re: STB Docket No. 42118

Dear Acting Secretary Quinlan:

Enclosed for filing in the above-referenced docket are an original and ten copies of Norfolk Southern's Answer. Norfolk Southern is under separate cover filing a Motion to Dismiss Brampton's Complaint.

Please date stamp the extra copy provided and return it with our waiting messenger.

Thank you for your assistance.

Sincerely,

David L. Meyer

Enclosures

cc (with enclosures): Jason C. Pedigo, Esq. (counsel for Complainants)
John M. Scheib, Esq.

226587

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

BRAMPTON ENTERPRISES, LLC
D/B/A/ SAVANNAH RE-LOAD

v.

NORFOLK SOUTHERN RAILWAY
COMPANY

Docket No. 42118

**ANSWER OF
NORFOLK SOUTHERN RAILWAY COMPANY**

**ENTERED
Office of Proceedings**

MAR 11 2010

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Public Record**

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Dated: March 11, 2010

**BEFORE THE
SURFACE TRANSPORTATION BOARD**



BRAMPTON ENTERPRISES, LLC
D/B/A/ SAVANNAH RE-LOAD

v.

NORFOLK SOUTHERN RAILWAY
COMPANY

Docket No. 42118

**ANSWER OF
NORFOLK SOUTHERN RAILWAY COMPANY**

Pursuant to 49 C.F.R. § 1111.4, Norfolk Southern Railway Company ("NS") submits this Answer to the Surface Transportation Board ("STB") in response to the Complaint of Brampton Enterprises, LLC ("Brampton") in the above captioned proceeding as follows:¹

1. NS is without knowledge or information sufficient to form a belief as to the allegation in paragraph 1.
2. Paragraph 2 is admitted, except that the address for Norfolk Southern Railway Company is Three Commercial Place, Norfolk, Virginia, 23510.
3. Paragraph 3 is denied.
4. Paragraph 4 states legal conclusions as to which no response is required.
5. Paragraph 5 states legal conclusions as to which no response is required.

¹ Simultaneously with this Answer, Norfolk Southern is moving to dismiss Brampton's Complaint pursuant to 49 C.F.R. § 1111.5 and 49 U.S.C. § 11701(b).

6. NS is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6.

7. NS is without knowledge or information sufficient to form a belief as to the allegation in paragraph 7.

8. NS admits it is the only rail carrier that directly serves Brampton's facility at 139 Brampton Road, Savannah, Georgia, 31408. NS denies the remaining allegations in Paragraph 8.

9. Paragraph 9 is admitted.

10. Paragraph 10 is denied.

11. Paragraph 11 is denied.

12. NS admits that on July 25, 2007 it communicated to Brampton various corrections to previous demurrage invoices, but denies all remaining allegations in paragraph 12.

13. Paragraph 13 is admitted. A copy of Tariff NS 8002-A is attached as Appendix A to this Answer.

14. NS admits that, pursuant to its Tariff NS 8002-A, on July 31, 2007, when substantial unpaid demurrage balances remained unpaid, it notified Brampton that Brampton would be required to provide a security deposit on cars consigned to it at its 139 Brampton Road facility. NS denies any remaining allegations in Paragraph 8.

15. NS admits that Tariff NS 8002-A stated that a "deposit on one unit of equipment will not be transferable to another." NS denies any further allegations in Paragraph 15.

16. NS admits that Brampton paid three demurrage deposits to NS on the dates and in the amounts shown below:

Amount Paid	Date Payment Received
\$2,400	10-22-2008
\$6,000	12-10-2008
\$1,200	12-16-2008

NS denies the remaining allegations in Paragraph 16.

17. NS is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 17. NS denies the allegations in the second sentence of Paragraph 17.

18. Paragraph 18 is admitted.

19. NS denies that it “incorrectly claimed” that Brampton was liable for demurrage, and NS is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 19.

20. Paragraph 20 states a hypothetical and is not an allegation of actual fact. To the extent any response to is required, NS denies the allegations in Paragraph 20, and specifically denies that Brampton would have been required to deposit the hypothetical sums posited in this paragraph in light of the cap on deposits set forth in NS’s Tariff 8002-A.

21. Paragraph 21 is premised on the hypothetical in Paragraph 20, which is not a factual allegation, and to which no response is required. To the extent any response is required, NS denies that Brampton would have been required to deposit the hypothetical sums posited in this paragraph in light of the cap on deposits set forth in

NS's Tariff 8002-A, and is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 21.

22. NS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22.

23. Paragraph 23 is admitted.

24. Paragraph 24 is admitted.

25. NS admits that it reduced its demand to exclude shipments for which Savannah Re-Load was not named as the consignee on the bill of lading, but denies any remaining allegations in Paragraph 25.

26. Paragraph 26 is admitted.

27. Paragraph 27 is denied.

28. NS admits that, inasmuch as its demurrage tariff did not base deposit requirements on the precise amount of demurrage due from a customer, NS did not adjust the per car deposit requirement based on a reduction in the amount NS sought to recover from Brampton in the United States District Court of the Southern District of Georgia action. NS denies any remaining allegations of paragraph 28.

29. NS admits that the United States District Court of the Southern District of Georgia issued a decision in the dispute between Brampton and NS. That decision speaks for itself. NS denies the remaining allegations in Paragraph 29.

30. Paragraph 30 is denied.

31. "Paragraph 26" (the misnumbered paragraph following Paragraph 30) is admitted.

32. Regarding Paragraph 31, NS admits that the contingency to the settlement agreement failed. NS admits it re-imposed a deposit requirement, but denies that it collected any money from Brampton pursuant to the re-imposed deposit requirement. NS denies any remaining allegations in Paragraph 31.

33. Regarding Paragraph 32, NS admits that it lifted its deposit requirement on March 20, 2009. NS denies the remaining allegations in Paragraph 32.

34. Paragraph 33 is denied.

35. Paragraph 34 is denied.

36. Paragraph 35 is denied.

37. Paragraph 36 is denied.

38. Paragraph 37 is denied.

39. Paragraph 38 is denied.

40. Paragraph 39 is denied.

41. NS notes that there is no paragraph numbered as Paragraph 40

42. Paragraph 41 is denied.

43. Paragraph 42 is denied.

42. Paragraph 43 is denied.

43. Paragraph 44 is denied.

44. Paragraph 45 is denied.

45. Paragraph 46 is denied.

AFFIRMATIVE AND OTHER DEFENSES

FIRST AFFIRMATIVE DEFENSE

For the reasons set forth in NS's Motion to Dismiss, which NS is filing simultaneously herewith, Brampton's Complaint is subject to dismissal under 49 U.S.C. § 11701(b).

SECOND AFFIRMATIVE DEFENSE

Brampton's claims for damages are barred, in whole or in part, by the applicable statute of limitations set forth in 49 U.S.C. § 11705(c).

THIRD AFFIRMATIVE DEFENSE

NS was justified at all times and was reasonable in relying upon previously-established Board and judicial precedent pursuant to which Brampton was liable for the demurrage charges assessed by NS.

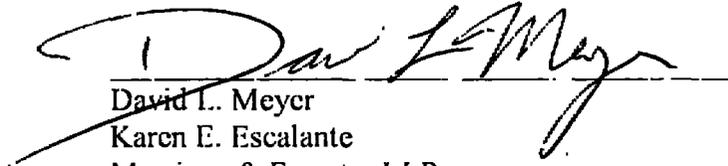
FOURTH AFFIRMATIVE DEFENSE

Brampton's claims are barred, in whole or in part, by failure to make its claims in the proceeding before the United States District Court for the Southern District of Georgia, wherein Brampton's claims were a compulsory counterclaim.

FIFTH AFFIRMATIVE DEFENSE

To the extent that Brampton's ultimate liability for underlying demurrage charges at issue in the proceeding before the United States District Court for the Southern District of Georgia is relevant in this action, this dispute is not ripe because the decision of the United States District Court for the Southern District of Georgia is still subject to appellate review.

Respectfully Submitted,



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Norfolk Southern Railway Company
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Norfolk, VA 23510

Attorneys for Norfolk Southern Railway Co.

Dated: March 11, 2010

CERTIFICATE OF SERVICE

I, Karen E. Escalante, certify that on this date a copy of Norfolk Southern Railway Company's Answer, filed on March 11, 2010, was served by email and by first-class mail, postage prepaid, on all parties of record, specifically:

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Karen E. Escalante

Dated: March 11, 2010