UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Thiele Kaolin Company v. Wisconsin Central Ltd.

Thiele Kaolin Co. v. Wisconsin Central Ltd. · No. 22-cv-00728 · Decided March 31, 2026

SUMMARY

The U.S. District Court for the Northern District of Illinois addressed cross-motions for summary judgment in a dispute over mileage allowances for private freight rail cars under the Interstate Commerce Commission Termination Act. The court denied Wisconsin Central Ltd.'s motion for partial summary judgment and granted Thiele Kaolin Company's motion as to liability, holding that the carrier's contracts with Thiele's customers did not eliminate its obligation to compensate Thiele. The court denied summary judgment on damages because Thiele had not established that its mileage reports were admissible or otherwise supported the claimed amount.

CASE DETAILS

COURT	United States District Court for the Northern District of Illinois, Eastern Division
WRITING FOR THE COURT	Sharon Johnson Coleman
JURISDICTION	United States District Court for the Northern District of Illinois
DECIDED	March 31, 2026
DOCKET	22-cv-00728
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for summary judgment in an action under the Interstate Commerce Commission Termination Act concerning mileage allowances for private freight cars.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in favor of the nonmoving party; on cross-motions, each motion is considered with inferences in favor of the party opposing that motion.
PRECEDENTIAL VALUE	Unknown
PARTIES	Thiele Kaolin Company v. Wisconsin Central Ltd.

TOPICS

commercial litigation | summary judgment | administrative law | evidence | statutory interpretation

PRACTICE AREAS

rail transportation law | administrative law | commercial litigation | civil procedure | evidence

QUESTIONS PRESENTED

1. Whether WCL's transportation contracts with Thiele's customers exempted WCL from its statutory common-carrier obligation to pay mileage allowances for using Thiele's freight cars.
2. Whether Thiele's failure to request a full-mileage rate precluded it from recovering mileage allowances.
3. Whether WCL's discounted transportation rates paid by Thiele's customers presumptively satisfied WCL's obligation to compensate the owner or lessor of the freight cars.
4. Whether Thiele was entitled to summary judgment on WCL's liability under the ICCTA.
5. Whether Thiele presented sufficient admissible evidence to obtain summary judgment on the amount of damages.
6. Whether WCL presented evidence sufficient to support its affirmative defenses at the summary-judgment stage.

HOLDINGS

1. A transportation contract with Thiele's customers did not bind Thiele, which was not a party to those contracts, and did not exempt WCL from its common-carrier obligation to compensate Thiele for use of Thiele's freight cars. The tariff therefore applied to WCL's use of the cars.
2. Thiele's failure to request a full-mileage rate did not preclude it from seeking mileage-allowance compensation.
3. Evidence that WCL offered Thiele's customers discounted transportation rates did not establish that WCL compensated the owner or lessor of the rail cars as required by law.
4. Thiele was entitled to summary judgment on WCL's liability because the undisputed facts established that WCL used Thiele's freight cars to transport Thiele's products and failed to pay the required mileage allowances.
5. Thiele was not entitled to summary judgment on the amount of damages because it did not present sufficient admissible evidence establishing the damages calculation.
6. WCL could not avoid summary judgment by relying on unsupported affirmative defenses; the nonmoving party bears the burden of presenting specific facts supporting those defenses.

KEY QUOTATIONS

> *"WCL cannot bind Thiele to the terms of contracts to which Thiele is not a "party.""*

> *"While Thiele did not ask WCL for full-mileage rates, it does not preclude Thiele from seeking its*

> *compensation now.”*

> *“The monthly reports have not met the requirements of the business records hearsay exception, and Thiele cannot back-door inadmissible hearsay by simply offering a summary of it.”*

FACTUAL BACKGROUND

Thiele mines and processes kaolin in Georgia and ships it to customers in Wisconsin using rail tank cars that it owns or leases. WCL transports the products on its rail lines, and Thiele's customers pay WCL's transportation charges. WCL previously paid mileage allowances to Thiele under Railinc's Freight Tariff RIC 6007, but stopped doing so after entering transportation contracts with Thiele's customers that addressed tank-car transportation without expressly referencing the tariff. Thiele sought unpaid mileage allowances, claiming $1,748,081.03 in damages based largely on reports prepared by its third-party vendor, AllTranstek.

PROCEDURAL HISTORY

Thiele sued WCL in federal district court seeking a declaration and reimbursement for mileage allowances allegedly owed for WCL's use of Thiele's freight cars. WCL moved for partial summary judgment concerning tank cars, and Thiele moved for summary judgment on its entire case. The court denied WCL's motion, granted Thiele summary judgment on liability, and denied summary judgment on the amount of damages because Thiele had not presented sufficient admissible evidence of the damages calculation.

DISPOSITION

other

CASES CITED

- N. Am. Freight Car Association; Am. Fuel & Petrochemicals Manufacturers; The Chlorine Institute; The Fertilizer Institute; Am. Chemistry Council; Ethanol Prods., LLC d/b/a Poet Ethanol Products; Poet Nutrition, Inc.; & Cargill Inc., 2025 WL 221211 (STB Jan. 14, 2025)
- In re Private Cars, 50 I.C.C. 652, 657 (1918)
- General American Transp. Corp. v. ICC, 872 F.2d 1048, 1050 (D.C. Cir. 1989)
- Ameropan Oil Corp. v. Canadian National Railway Co., 2019 WL 1723082, at *3 (STB 2019)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322–23 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 250 (1986)
- Logan v. City of Chicago, 4 F.4th 529, 536 (7th Cir. 2021)
- Hendricks-Robinson v. Excel Corp., 154 F.3d 685, 692 (7th Cir. 1998)
- BP Amoco Chem. Co. v. Flint Hills Res., LLC, 697 F. Supp. 2d 1001, 1021 (N.D. Ill. 2010)
- Collins v. Kibort, 143 F.3d 331, 337 (7th Cir. 1998)
- Wilson v. Sundstrand Corp., 2003 WL 21961359, at *4 (N.D. Ill. Aug. 19, 2003)