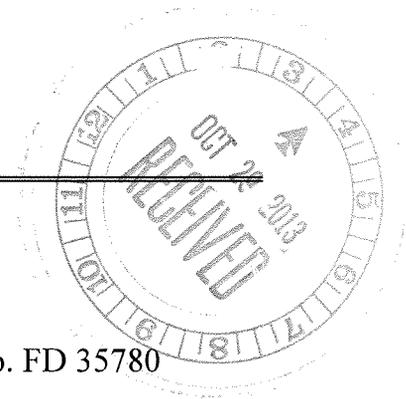


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**BEFORE THE
SURFACE TRANSPORTATION BOARD**



DYNEGY INC., ILLINOIS POWER)
 HOLDINGS, LLC, AND ILLINOIS POWER)
 HOLDINGS II, LLC – ACQUISITION OF)
 CONTROL EXEMPTION – THE COFFEEN) STB Docket No. FD 35780
 AND WESTERN RAILROAD COMPANY)
 AND THE JOPPA & EASTERN RAILROAD)
 COMPANY)
)

MOTION FOR PROTECTIVE ORDER

ENTERED
Office of Proceedings
OCT 30 2013
Part of
Public Record

DYNEGY INC.,
ILLINOIS POWER HOLDINGS, LLC AND
ILLINOIS POWER HOLDINGS II, LLC
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Dated: October 30, 2013

Attorneys for Movants

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DYNEGY INC., ILLINOIS POWER)	
HOLDINGS, LLC, AND ILLINOIS POWER)	
HOLDINGS II, LLC – ACQUISITION OF)	
CONTROL EXEMPTION – THE COFFEEN)	STB Docket No. FD 35780
AND WESTERN RAILROAD COMPANY)	
AND THE JOPPA & EASTERN RAILROAD)	
COMPANY)	
)	

MOTION FOR PROTECTIVE ORDER

Dynegy Inc. (“Dynegy”) and its wholly owned subsidiaries, Illinois Power Holdings, LLC (“IPH”) and Illinois Power Holdings II, LLC (“IPH II”) (collectively, “Movants”), hereby move the Board for a protective order pursuant to 49 C.F.R. § 1104.14(b) in order to file under seal the confidential Exhibits and Schedules to the March 14, 2013 Agreement (the “Agreement”) between Ameren Corporation (“Ameren”) and Illinois Power Holdings, LLC.

A draft protective order and undertaking are attached as an Appendix to this Motion. As described in the Notice of Exemption in this proceeding, the Agreement and its associated Exhibits and Schedules provide for Dynegy subsidiary IPH’s acquisition of Ameren’s subsidiary, Ameren Energy Resources Company, LLC (“AER”), and AER’s subsidiaries Ameren Energy Generating Company, AmerenEnergy Resources Generating

Company, Ameren Energy Fuels and Services Company, and Ameren Energy Marketing Company.

The Exhibits and Schedules to the Agreement contain proprietary commercial information that could be competitively damaging if disclosed at this time. The Board has approved the filing of purchase agreements under seal in control exemption proceedings in the past. *See, e.g., Koch Indus., Inc. – Acq. of Control Exemption – Texas South-Eastern R.R.*, FD 35708, slip op. at 1 (served Jan. 11, 2013) (Dir., Office of Proc.) (“*Koch*”) (“Issuance of the protective order will ensure that confidential information will be used solely for this proceeding and not for other purposes.”); *Iowa Pac. Holdings, LLC and Permian Basin Railways – Control Exemption – Cape Rail, Inc. and Massachusetts Coastal R.R., LLC*, FD 35684, slip op. at 1 (served Oct. 26, 2012) (Dir., Office of Proc.) (“Unrestricted disclosure of confidential, proprietary, or commercially sensitive information and data could cause serious competitive injury to the parties.”).

Further, given the nature and amount of commercially sensitive in the Exhibits and Schedules, it would be impractical to provide a redacted version of those materials.

For the foregoing reasons, Movants respectfully request that the Board issue a protective order in the form that is attached to this Motion and allow the Exhibits and Schedules to be filed under seal. The attached protective order is in the form approved by the Board on January 11, 2013 in the *Koch* proceeding (F.D. 35708).

Respectfully submitted,

DYNEGY INC.,
ILLINOIS POWER HOLDINGS, LLC AND
ILLINOIS POWER HOLDINGS II, LLC
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Dated: October 30, 2013

Attorneys for Movants

APPENDIX

PROTECTIVE ORDER

1. For the purposes of this Protective Order, “confidential information” means the Exhibits and Schedules to the March 14, 2013 Agreement between Ameren Corporation and Illinois Power Holdings, LLC, filed in STB Finance Docket No. 35780.

2. The confidential information shall be used for the purposes of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial, or other competitive purpose.

3. The confidential information shall not be disclosed in any way or to any person without the written consent of Dynegy Inc. or an order of the Board, except to outside counsel or consultants of parties to these proceedings, solely for use in connection with this and any related Board proceedings, or any judicial review proceedings arising therefrom, provided that such outside counsel or consultant has been given and has read a copy of this Protective Order and agrees to be bound by its terms by signing the attached Undertaking prior to receiving access to this information.

4. Any documents containing the confidential information must be destroyed, and notices of such destruction must be served on the Board at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom.

5. If the Board retains the confidential information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 C.F.R. § 1104.14.

6. If any party intends to use the confidential information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such confidential information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the Court to (i) restrict attendance at the hearing during discussion of such confidential information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such confidential information in accordance with this Protective Order.

7. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

8. All parties must file simultaneously a public version of any confidential submission with the Board.

UNDERTAKING – CONFIDENTIAL INFORMATION

I, _____, have read the Protective Order served on _____, _____, governing the production and use of confidential information in STB Finance Docket No. 35780, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any confidential information obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 35780, and any related proceedings. I further agree not to disclose any confidential information, methodologies, or techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as “confidential,” other than file copies, kept by counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Applicants or other parties producing confidential information shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such a remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law of equity.

Signed: _____

Dated: _____