

BEFORE THE  
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36049

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS EXEMPTION—  
CENTRAL RAILROAD COMPANY OF INDIANAPOLIS, D/B/A CHICAGO, FT. WAYNE  
AND EASTERN RAILROAD DIVISION

MOTION FOR PROTECTIVE ORDER

 <b>GRANTED</b> Office of Proceedings	DECISION ID NO.: <u>45522</u>
	DECIDED DATE: <u>10/20/16</u>
	SERVICE DATE: <u>10/21/16</u>
	APPROVED: <u>Rachel Campbell</u> Director
	<input type="checkbox"/>

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Dated: October 6, 2016

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CSX Transportation, Inc. (“CSXT”), pursuant to 49 C.F.R. §1104.14(b), files this Motion for Protective Order (the “Motion”) for approval to file under seal the unredacted Trackage Rights Agreement (“Agreement”) between CSXT and Central Railroad Company of Indianapolis, d/b/a Chicago, Ft. Wayne and Eastern Railroad Division (“CFE”).

Concurrent with the filing of this Motion, CSXT is filing a Verified Notice of Exemption pursuant to 49 C.F.R. §1180.2(d)(7) for CSXT to acquire overhead trackage rights over a 70.4-mile rail line of the CFE in Indiana and Ohio (the “Filing”). CSXT is submitting a redacted version of the Agreement with the Filing and an unredacted version of the Agreement is being filed under seal.

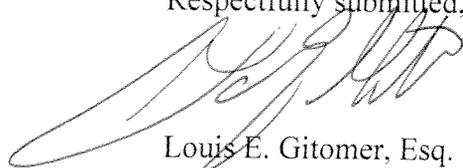
The unredacted Agreement contains commercially sensitive and confidential compensation information the public release of which would cause competitive or other injury to CSXT and CFE. Public disclosure of the unredacted Agreement is not necessary for the consideration or disposition of CSXT’s notice of exemption.

The proposed protective order complies with Board rules and is modeled after protective orders the Board has issued in prior adjudications. *See Union Pacific Railroad Company-*

*Trackage Rights Exemption-BNSF Railway Company*, Docket No. 36035 (served June 19, 2016);  
and *CSX Transportation, Inc.—Joint Use—Louisville & Indiana Railroad Company, Inc.*,  
Docket No. FD 35523 (served July 11, 2013).

For the reasons set forth above, CSXT respectfully requests that the Board grant this  
Motion and adopt the protective order attached hereto.

Respectfully submitted,



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Dated: October 6, 2016

## APPENDIX

### PROTECTIVE ORDER

1. For purposes of this Protective Order Confidential Information means the unredacted Trackage Rights Agreement between CSX Transportation, Inc. ("CSXT") and Central Railroad Company of Indianapolis, d/b/a Chicago, Ft. Wayne and Eastern Railroad Division ("CFE") filed under seal on October 6, 2016 in Docket No. FD 36049.
2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to CSXT of the attached Undertaking. Confidential Information shall be used solely for the purpose 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. Confidential Information shall not be disclosed in any way or to any person without the written consent of CSXT or an order of the Board, and then solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms by executing the attached Undertaking prior to receiving access to this information.
4. Any documents containing Confidential Information must be destroyed, and notice of such destruction must be served on CSXT, at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom.
5. If any party intends to use Confidential Information at hearings or otherwise in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any filings or 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 any 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 the Protective Order.
6. All parties must file simultaneously a public version of any Confidential submission filed with the Board. The Confidential Version may be served on other parties in electronic format only.
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.

**Exhibit A**

**UNDERTAKING--CONFIDENTIAL MATERIAL**

I, \_\_\_\_\_, have read the Protective Order served on \_\_\_\_\_, 2016, governing the production and use of Confidential Information and Confidential Documents in STB Docket No. FD 36049, 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 or Confidential Documents 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 Docket No. FD 36049, any related proceedings before the Surface Transportation Board ("Board"), and/or any judicial review proceedings in connection with STB Docket No. FD 36049 and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, 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 outside 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 or Confidential Documents 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 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 or equity.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Dated: \_\_\_\_\_