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August 13, 2012

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Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

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Office of Proceedings
August 13, 2012
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Public Record

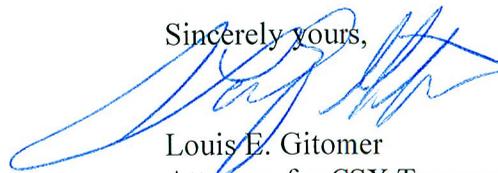
Re: Finance Docket No. 35522, *CSX Transportation, Inc. –Acquisition –
Grand Trunk Western Railroad Company*
Finance Docket No. 35522 (Sub-No. 1), *Baltimore and Ohio Chicago
Terminal Railroad Company—Trackage Rights Exemption—CSX
Transportation, Inc.*
Docket No. FD 35522 (Sub-No. 2), *Chicago, Central & Pacific Railroad
Company, Elgin, Joliet and Eastern Railroad Company, Illinois Central
Railroad Company, and Wisconsin Central Ltd. —Trackage Rights
Exemption—CSX Transportation, Inc.*

Dear Ms. Brown:

Enclosed for filing are the original and 10 copies of a Motion for Protective Order, a diskette with the Motion in Word and pdf format and the Confidential materials being filed under seal.

Please time and date stamp the extra copy of the filing and return with our messenger. Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosures

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35522

CSX TRANSPORTATION, INC. —ACQUISITION—
GRAND TRUNK WESTERN RAILROAD COMPANY

FINANCE DOCKET NO. 35522 (Sub-No. 1)

BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY
—TRACKAGE RIGHTS EXEMPTION—CSX TRANSPORTATION, INC.

FINANCE DOCKET NO. 35522 (Sub-No. 2)

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, ELGIN, JOLIET AND
EASTERN RAILWAY COMPANY, ILLINOIS CENTRAL RAILROAD COMPANY, AND
WISCONSIN CENTRAL LTD.—TRACKAGE RIGHTS EXEMPTION—
CSX TRANSPORTATION, INC.

MOTION FOR PROTECTIVE ORDER

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Attorneys for: CSX Transportation, Inc.

Dated: August 13, 2012

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35522

CSX TRANSPORTATION, INC.—ACQUISITION—
GRAND TRUNK WESTERN RAILROAD COMPANY

FINANCE DOCKET NO. 35522 (Sub-No. 1)

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—TRACKAGE RIGHTS EXEMPTION—CSX TRANSPORTATION, INC.

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CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, ELGIN, JOLIET AND
EASTERN RAILWAY COMPANY, ILLINOIS CENTRAL RAILROAD COMPANY, AND
WISCONSIN CENTRAL LTD.—TRACKAGE RIGHTS EXEMPTION—
CSX TRANSPORTATION, INC.

MOTION FOR PROTECTIVE ORDER

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: (1) Retained Trackage Rights Agreement between CSXT and Grand Trunk Western Railroad Company between Elsdon, IL, and Munster, IN; (2) Retained Trackage Rights Agreement between GTW and CSXT between Leewood and Aulon, TN; (3) Trackage Rights Agreement between CSXT and The Baltimore and Ohio Chicago Terminal Railroad Company (“BOCT”) between Elsdon, IL, and Munster, IN; and (4) Trackage Rights Agreement between CSXT and Chicago, Central & Pacific Railroad Company, Elgin, Joliet and Eastern Railway Company, Illinois Central

Railroad Company, and Wisconsin Central Ltd. (collectively the "GTW Affiliates") between Elsdon, IL. and Munster, IN.

Concurrent with the filing of this Motion, CSXT is filing a minor application pursuant to 49 U.S.C. §11323(a)(2) and 49 C.F.R. §1180 seeking approval from the Surface Transportation Board (the "Board") for CSXT to acquire an exclusive, perpetual non-assignable railroad operating easement (the "Easement") over approximately 22.37 miles of GTW's Elsdon Subdivision between the connection with CSXT at Munster, IN, milepost 31.07, and Elsdon, IL, which connects to the southern end of the BNSF Railway Company's ("BNSF") Corwith Yard, milepost 8.7 (the "Elsdon Line"). GTW is retaining overhead and local trackage rights over the Elsdon Line and CSXT is granting trackage rights over the Elsdon Line to GTW's affiliates and the BOCT. A redacted version of all four of the Trackage Rights Agreements is being filed with the Application.

The Trackage Rights Agreements contain commercially sensitive and confidential information that could harm the parties if those terms were made public. Moreover, public disclosure of the commercially sensitive provisions of the Trackage Rights Agreements is not necessary for the disposition of the Application and Verified Notices of Exemption. CSXT requests the Board treat those terms as confidential. To that end, public redacted copies of the Trackage Rights Agreements will be filed in the appropriate dockets and unredacted versions of the Trackage Rights Agreements will be filed under seal. Public disclosure of the complete Trackage Rights Agreements are not necessary for consideration and disposition of Application or the Notices.

CSXT respectfully requests the Board issue the attached Protective Order in this proceeding governing access to and keeping under seal the unredacted Trackage Rights

Agreements. This approach is consistent with that taken by the Board in similar circumstances. The draft Protective Order and Undertaking are similar to those recently served by the Board. See *CSX Transportation, Inc.-Trackage Rights Exemption- Carolina Coastal Railway, Inc.*, STB Finance Docket No. 35368 (STB served April 23, 2010).

CSXT prays that the Board grant its Motion for a Protective Order.

Respectfully submitted,

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Attorneys for CSX Transportation, Inc.

Dated: August 13, 2012

APPENDIX

PROPOSED PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) "Confidential Documents" means documents and other tangible materials containing or reflecting Confidential Information.

(b) "Confidential Information" means traffic data (including but not limited to waybills, abstracts, study movement sheets, and any documents or computer tapes containing data derived from waybills, abstracts, study movement sheets, or other data bases, and cost work papers), the identification of shippers and receivers in conjunction with shipper-specific or other traffic data, the confidential terms of contracts with shippers, or carriers, confidential financial and cost data, and other confidential or proprietary business or personal information.

(c) "Designated Material" means any documents designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in accordance with Paragraph 2 or 3 of this Protective Order, and any Confidential Information contained in such materials.

(d) "Proceedings" means those before the Surface Transportation Board ("Board") concerning STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) and any related proceedings before the Board, and any judicial review proceedings arising from STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) or from any related proceedings before the Board.

2. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, or a discovery response it produces, or a transcript of a deposition or hearing in which it participates, or of a pleading or other paper to be submitted, filed or served in these Proceedings contains Confidential Information or consists of Confidential Documents, then that party may designate and stamp such Confidential Information and Confidential Documents as "CONFIDENTIAL." Any information or documents designated or stamped as "CONFIDENTIAL" shall be handled as provided for hereinafter.

3. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, or a discovery response it produces, or a transcript of a deposition or hearing in which it participates, or of a pleading or other paper to be submitted, filed or served in these Proceedings contains shipper-specific rate or cost data, trackage rights compensation levels or other competitively sensitive or proprietary information, then that party may designate and stamp such Confidential Information as "HIGHLY CONFIDENTIAL." Any information or documents so designated or stamped shall be handled as provided hereinafter.

4. Information and documents designated or stamped as "CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, or to any person or entity except to an employee, counsel, consultant, or agent of a party to these Proceedings, or an employee of such counsel, consultant, or agent, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit A to this Order.

5. Information and documents designated or stamped as "HIGHLY CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, to any employee of a party to these Proceedings, or to any other person or entity, except to (i) an employee of the party providing the "HIGHLY CONFIDENTIAL" information and (ii) an outside counsel or outside consultant to a party to these Proceedings, or to an employee of such outside counsel or outside consultant, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit B to this order.

6. Any party to these Proceedings may challenge the designation by any other party of information or documents as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL" by filing a motion with the Board or with an administrative law judge or other officer to whom authority has been lawfully delegated by the Board to adjudicate such challenges.

7. Designated Material may not be used for any purposes, including without limitation any business, commercial or competitive purposes, other than the preparation and presentation of evidence and argument in STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2), any related proceedings before the Surface Transportation Board, and/or any judicial review proceedings in connection with STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) and/or with any related proceedings.

8. Any party who receives Designated Material in discovery shall destroy such materials and any notes or documents reflecting such materials (other than file copies of pleadings or other documents filed with the Board and retained by outside counsel for a party to these Proceedings) at the earlier of (1) such time as the party receiving the materials withdraws from these Proceedings, or (2) the completion of these Proceedings, including any petitions for reconsideration, appeals, remands.

9. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to the Board, unless the pleading or other document is submitted under seal, in a package clearly marked on the outside as "Confidential Materials Subject to Protective Order." See 49 C.F.R. § 1104.14. All pleadings and other documents so submitted shall be kept confidential by the Board and shall not be placed in the public docket in these Proceedings except by order of the Board or of any administrative law judge or other officer in the exercise of authority lawfully delegated by the Board.

10. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any forum other than this Board in these Proceedings unless (1) the pleading or other document is submitted under seal in accordance with a protective order that requires the pleading or other document to be kept confidential by that tribunal and not be placed in the public docket in the proceeding, or (2) the pleading or other document is submitted in a sealed package clearly marked, "Confidential Materials Subject to Request for Protective Order," and is accompanied by a motion to that tribunal requesting issuance of a protective order that would require the pleading or other document be kept confidential and not be placed in the public docket in the proceeding, and requesting that if the motion for protective order is not issued by that tribunal, the pleading or other document be returned to the filing party.

11. No party may present or otherwise use any Designated Material at a Board hearing in these Proceedings, unless that party has previously submitted, under seal, all proposed exhibits and other documents containing or reflecting such Designated Material to the Board, to an administrative law judge or to another officer to whom relevant authority has been lawfully delegated by the Board, and has accompanied such submission with a written request that the Board, administrative law judge or other officer (a) restrict attendance at the hearing during any discussion of such Designated Material, and (b) restrict access to any portion of the record or briefs reflecting discussion of such Designated Material in accordance with this Protective Order.

12. If any party intends to use any Designated Material in the course of any deposition in these Proceedings, that party shall so advise counsel for the party producing the Designated Material, counsel for the deponent, and all other counsel attending the deposition. Attendance at any portion of the deposition at which any Designated Material is used or discussed shall be restricted to persons who may review that material under the terms of this Protective Order. All portions of deposition transcripts or exhibits that consist of, refer to, or otherwise disclose Designated Material shall be filed under seal and be otherwise handled as provided in Paragraph 9 of this Protective Order.

13. To the extent that materials reflecting Confidential Information are produced by a party in these proceedings, and are held and/or used by the receiving person in compliance with Paragraphs 1, 2 or 3 above, such production, disclosure, holding, and use of the materials and of the data that the materials contain are deemed essential for the disposition of this and any related proceedings and will not be deemed a violation of 49 U.S.C. § 11904 or of any other relevant provision of the ICC Termination Act of 1995.

14. All parties must comply with all of the provisions of this Protective Order unless the Board or an administrative law judge or other officer exercising authority lawfully delegated by the Board determines that good cause has been shown warranting suspension of any of the provisions herein.

15. Nothing in this Protective Order restricts the right of any party to disclose voluntarily any Confidential Information originated by that party, or to disclose voluntarily any Confidential Documents originated by that party, if such Confidential Information or Confidential Documents do not contain or reflect any Confidential Information originated by any other party.

16. All parties must file simultaneously a public version of any Highly Confidential or Confidential submission filed with the Board whether the submission is designated a Highly Confidential Version or Confidential Version. When filing a Highly Confidential Version, the filing party does not need to file a Confidential Version with the Board, but must make available (simultaneously with the party's submission to the Board of its Highly Confidential Version) a Confidential Version reviewable by any other party's in-house counsel. The Confidential Version may be served on other parties in electronic format only. In lieu of preparing a Confidential Version, the filing party may (simultaneously with the party's submission to the Board of its Highly Confidential Version) make available to outside counsel for any other party a list of all "highly confidential" information that must be redacted from its Highly Confidential

Version prior to review by in-house personnel, and outside counsel for any other party must then redact that material from the Highly Confidential Version before permitting any clients to review the submission.

Exhibit A
UNDERTAKING – CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on August __, 2012, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) understand the same, and agree to be bound by its terms. I agree not to use or 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 Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2), any related proceedings before the Surface Transportation Board, and/or any judicial review proceedings in connection with STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) 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 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.

OUTSIDE [COUNSEL] [CONSULTANT]

Dated:

Exhibit B
UNDERTAKING – HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside [counsel] [consultant] for _____, for whom I am acting in this proceeding. I have read the Protective Order served on August __, 2012, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) 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 Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2), any related proceedings before the Surface Transportation Board, or any judicial review proceedings in connection with STB Finance Docket Nos. 35522, 35522 (Sub-No. 1), and 35522 (Sub-No. 2) 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.

I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any information or documents designated or stamped as ‘HIGHLY CONFIDENTIAL’, that I will take all necessary steps to assure that said information or documents be kept on a confidential basis by any outside counsel or outside consultants working with me, that under no circumstances will I permit access to said materials or information by employees of my client or its subsidiaries, affiliates, or owners, 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 information or documents designated or stamped as “HIGHLY 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 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.

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: