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Transportation Solutions for the 21st Century

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January 9, 2026

VIA E-FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: Norfolk Southern Railway Company – Abandonment Exemption –In The
City of Baltimore, Maryland AB-290 (Sub-No. 420X)

Dear Chief of Case Administration:

Please accept for filing this Response to Motion for Protective Order, submitted on behalf of Norfolk Southern Railway Company (“NSR”) in the above-referenced proceeding. If there are any questions about this matter, please contact me directly, either by telephone: 202-663-7853 or by e-mail: jedwards@mullinslawgroup.net. If I am unavailable, you may contact William A. Mullins, who can be reached at (202) 663-7823 or by e-mail at wmullins@mullinslawgroup.net.

Respectfully submitted,

/s/ John V. Edwards

John V. Edwards
Attorney for Norfolk Southern Railway Company

Enclosures

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

AB-290 (Sub-No. 420X)

**NORFOLK SOUTHERN RAILWAY COMPANY
– ABANDONMENT EXEMPTION –
IN THE CITY OF BALTIMORE, MARYLAND**

RESPONSE TO MOTION FOR A PROTECTIVE ORDER

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**Attorneys for Norfolk Southern Railway
Company**

January 9, 2026

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

AB-290 (Sub-No. 420X)

**NORFOLK SOUTHERN RAILWAY COMPANY
– ABANDONMENT EXEMPTION –
IN THE CITY OF BALTIMORE, MARYLAND**

RESPONSE TO MOTION FOR A PROTECTIVE ORDER

The Surface Transportation Board (“STB”) should deny the Motion for Protective Order filed by James Riffin (“JR-4”), filed on January 2, 2026 in the above-captioned proceeding. The proposed protective order is not consistent with standard protective orders and is fatally flawed. It should not govern the protection of highly confidential information to be submitted in this proceeding.

The proposed protective order purportedly seeks to protect the public production of documents such as bank statements and balance sheets. NSR does not object to a protective order that would protect the public issuance of those types of documents. A more detailed review of the proposed protective order, however, shows that the proposed order does not simply protect those types of documents.¹ Instead, it raised a significant number of other issues.

First, Mr. Riffin specifically seeks to protect “the data and documents appended to this Protective Order and furnished to the Board by James Riffin (“Riffin”) in connection with his

¹ The type of information Mr. Riffin seeks to protect can easily be protected under the Board’s standard protective order. There is no need for a “specialized” protective order of the type suggested by Mr. Riffin, especially when it raises other issues.

Notice of Intent to file an Offer of Financial Assistance....” NSR was not aware of what was appended, because Mr. Riffin did not serve any of his January 2, 2026 filings on NSR, notwithstanding his certification to the contrary. When counsel for NSR became aware of the Riffin filings, counsel contacted Mr. Riffin. Mr. Riffin, in response, admitted that he had failed to serve NSR. In that communication, Mr. Riffin also provided what he represented was “confidential info”,² but apparently not all of the information submitted to the Board.³ To the extent that Mr. Riffin therefore requests a protective order to “the data and documents appended to this Protective Order and furnished to the Board by James Riffin (‘Riffin’) in connection with his Notice of Intent to file an Offer of Financial Assistance,” Mr. Riffin apparently did not provide those and does not request any the protective order with regard to “bank statements and balance sheets”.

Mr. Riffin redacts or fails to provide in his Notice of Intent to File an Offer of Financial Assistance to Purchase a Portion of the Line, JR-2, information that routinely would not be considered highly confidential and could be protected under a standard protective order, such as available cash, real estate, and other numbers that would permit a finding of preliminary financial responsibility, required to be filed pursuant to 49 CFR 1152(c)(1)(i). It is not clear whether Mr. Riffin provided to the Board any (normally highly confidential) documentation for the information redacted in his Notice of Intent. He certainly did not provide it to NS.

The motion is additionally defective in so far as it requires the destruction “at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom,

² Counsel for NSR have not signed the proposed protective order, for all of the reasons set forth in this submission. Nevertheless, NSR will not publicly disclose the information that Mr. Riffin provided to counsel for NSR, despite the fact that it was provided without the protection of a signed protective undertaking.

³ In the Notice of Intent to File an Offer of Financial Assistance to Purchase a Portion of the Line, Mr. Riffin indicates that he has filed “bank statements which show that Riffin currently has sufficient liquid funds to cover the cost of the calculated Preliminary Responsibility Amount,” JR-2, at 3, but no such bank statements or any other documentation has been provided to NSR.

whichever comes first.” Proposed Protective Order at Paragraph 4. Perhaps he means “whichever comes last” because as written, parties seeking judicial review of a final STB order would have to destroy the information at the issuance of a Board decision rather than at the end of the judicial review process. Parties should be able to use that information on appeal.

There are several other concerns about the protective order but one does not need to discuss each and every concern. Rather, the Board can and should issue its standard protective order, in line with the example attached hereto. And after issuance, Mr. Riffn should be required to provide the “highly confidential” information to NS and to the Board, subject to the protective order. There is no need for Mr. Riffin’s “out of the ordinary” protective order. As such, the STB should deny Mr. Riffin’s requested Motion for Protective Order in this proceeding and issue its standard protective order.

Respectfully submitted,

/s/ John V. Edwards

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January 9, 2026

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Attorneys for Norfolk Southern Railway Company

APPENDIX A

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 databases, 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 the Verified Notice of Exemption filed in STB Docket No. AB-290 (Sub-No. 420X) and any related proceedings before the Board, and any judicial review proceedings arising from STB Docket No. AB-290 (Sub-No. 420X), 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 Protective 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 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 Protective 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 Docket No. AB-290 (Sub-No. 420X), any related proceedings before the Board, and/or any judicial review proceedings in connection with STB Docket No. AB-290 (Sub-No. 420X) 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 or 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 an 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 this Protective Order, 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. Any party that files with the Board a document containing Confidential Information must simultaneously file with the Board a public version of that document.

15. 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.

16. 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.

Exhibit A

UNDERTAKING – CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on _____, 2026, governing the production and use of Confidential Information and Confidential Documents concerning STB Docket No. AB-290 (Sub-No. 420X), 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. AB-290 (Sub-No. 420X), any related proceedings before the Surface Transportation Board (“Board”), and/or any judicial review proceedings in connection with STB Docket No. AB-290 (Sub-No. 420X) 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.

Signed: _____

Affiliation: _____

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 _____, 2026, governing the production and use of Highly Confidential Information and Confidential Documents in STB Docket No. AB-290 (Sub-No. 2420X), understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Highly 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. AB-290 (Sub-No. 420X), or any related proceedings before the Surface Transportation Board (“Board”), or any judicial review proceedings in connection with STB Docket No. AB-290 (Sub-No. 420X) and/or with any related proceedings. I further agree not to disclose any Highly 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 ensure 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 parties producing Highly 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: _____

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____

CERTIFICATE OF SERVICE

I certify that, on January 9, 2026, in accordance with 49 CFR 1104.12(a), I have caused to be served a copy of the foregoing Norfolk Southern Railway Company's Response to Motion for Protective Order upon each Party of Record in this proceeding.

/s/ John V. Edwards
John V. Edwards

Attorney for Norfolk Southern Corporation and
Norfolk Southern Railway Company