

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

ENTERED
Office of Proceedings
August 31, 2017
Part of
Public Record

**FORESIGHT COAL SALES, LLC,
SUGAR CAMP ENERGY, LLC,
WILLIAMSON ENERGY, LLC**

Complainant,

v.

CSX TRANSPORTATION, INC.

Defendant.

Docket No. NOR 42155

CSX TRANSPORTATION, INC.'S ANSWER TO COMPLAINT

Pursuant to 49 C.F.R. § 1111.4, Defendant CSX Transportation, Inc. ("CSXT") respectfully submits this Answer to the Complaint filed by Foresight Coal Sales, LLC, Sugar Camp Energy, LLC, and Williamson Energy, LLC (collectively, "Foresight") in STB Docket No. 42155 on August 11, 2017 ("Complaint").

CSXT denies all of the allegations of the Complaint except where this Answer specifically states otherwise.

With respect to the numbered paragraphs of the Complaint, CSXT responds as follows:

1. CSXT lacks sufficient information to admit or deny the allegations of Paragraph 1 of the Complaint, which describes the addresses of the principal places of business of Foresight.
2. CSXT admits Paragraph 2 of the Complaint.
3. Paragraph 3 consists of a characterization of Foresight's Complaint and requests for relief, to which no response is required. Furthermore, sub-part c contains a

characterization of CSXT's service which CSXT denies. To the extent a response is deemed necessary to any other portion of Paragraph 3, CSXT denies the remaining allegations and request for relief, and CSXT denies that Foresight is entitled to any of the relief it seeks in this proceeding, or to any other relief, or that the Board has jurisdiction to provide any such relief.

4. CSXT lacks sufficient information to admit or deny the allegations of Paragraph 4 of the Complaint, which describes Foresight and its operations. To the extent a response is required, CSXT denies the allegations of Paragraph 4.

5. CSXT lacks sufficient information to admit or deny the allegations in Paragraph 5 of the Complaint, which describes Foresight, its customers, and its operations. To the extent a response is required, CSXT denies the allegations of Paragraph 5.

6. With respect to the allegations in the first and second sentences of Paragraph 6, CSXT lacks sufficient information to admit or deny the allegations, which describe Foresight and its operations. With respect to the allegation in the third sentence of Paragraph 6, CSXT admits that many of Foresight's customers purchase rail transportation from CSXT for coal, pursuant to rail transportation contracts. CSXT denies any and all other allegations in Paragraph 6.

7. With respect to the allegations of Paragraph 7, CSXT admits that it occasionally experiences delays in providing rail transportation from Foresight mines to the destinations that have contracted with CSXT for rail service. CSXT denies that these delays are unusual or inconsistent with real-world railroading, denies that the Board has jurisdiction over such delays because the transportation is provided pursuant to a contract, and denies all other allegations and characterizations in Paragraph 7.

8. With respect to the allegations of Paragraph 8, CSXT denies that its service was "poor," and CSXT lacks sufficient information to admit or deny Foresight's allegations

about its operations and finances. CSXT denies any and all other allegations in Paragraph 8.

9. With respect to the allegations in the first sentence of Paragraph 9, CSXT admits that Foresight participates in CSXT's reservation system that facilitates its transportation of coal. With respect to the allegations in the second sentence of Paragraph 9, CSXT denies the allegations, except that Foresight may provide some number of coal shipment requests for its transportation contracts, which are outside the jurisdiction of the Board. With respect to the allegations in the third sentence of Paragraph 9, CSXT admits that Foresight and our mutual customers agree on a specific number of trains that they request CSXT to transport in the following month. CSXT denies all other allegations and characterizations in Paragraph 9.

10. With respect to the allegations of Paragraph 10, CSXT admits that UTMS train reservations are occasionally delayed or canceled by participating coal producers, by participating receivers, or by CSXT. CSXT denies that has canceled an "extraordinary number" of reservations and denies the other allegations in Paragraph 10.

11. With respect to the allegations in Paragraph 11, CSXT admits that there has been regular communication between CSXT and Foresight since 2015 about rail transportation service from Foresight facilities, admits that in some of those communications Foresight has expressed dissatisfaction with CSXT's service, and denies that the Board has jurisdiction over the service because the transportation was provided pursuant to a contract. CSXT further denies any and all other allegations in Paragraph 11.

12. With respect to the allegations in Paragraph 12, CSXT admits that Foresight has been in regular communication with CSXT personnel but CSXT denies the description of its service as deficient, and denies that the Board has jurisdiction over the service because the transportation was provided pursuant to a contract.

13. With respect to the allegations in Paragraph 13, CSXT admits that Foresight made the described statements in a letter dated March 14, 2017.

14. With respect to the allegations in Paragraph 13, CSXT admits that Foresight made the described statements in a letter dated March 14, 2017.

15. With respect to the allegations in Paragraph 15, CSXT admits that it had regular calls with Foresight personnel to improve coordination but denies Complainant's characterization of its communications. CSXT lacks sufficient information to admit or deny the allegations in the second sentence of Paragraph 15 regarding Complainant's alleged purpose in requesting the calls. CSXT denies all other allegations and characterizations in Paragraph 15.

16. With respect to the allegations in Paragraph 16, CSXT denies that it did not cooperate with Complainant or refused to participate in any calls, as CSXT personnel have been on calls with Complainant nearly every day for months.

17. CSXT denies the allegations in Paragraph 17.

18. With respect to the allegations in Paragraph 18, CSXT denies that Foresight requested any trains because Foresight was not the freight payor for any trains. CSXT admits that some train reservations in 2017 were delayed or canceled, but denies that these delays or cancellations were unreasonable. CSXT denies all other allegations and characterizations in Paragraph 18.

19. With respect to the allegations of Paragraph 19, CSXT admits that Foresight and CSXT participated in the Board's Rail Customer and Public Assistance Program but denies the remainder of Paragraph 19.

20. CSXT denies the allegations in Paragraph 20.

21. CSXT denies the allegations in Paragraph 21.

22. CSXT denies the allegations in Paragraph 22.

23. With regards to the allegations in Paragraph 23, CSXT has insufficient information to admit or deny allegations related to Foresight's business operations. CSXT denies the remaining allegations in Paragraph 23.

24. With respect to the allegations in Paragraph 24, CSXT has insufficient information to admit or deny allegations related to Foresight's business operations. CSXT denies the remaining allegations in Paragraph 24.

25. With regards to the first sentence of Paragraph 25, CSXT denies the allegations characterizing its service and its acceptance of all the requested train reservations. CSXT has insufficient information to admit or deny the remaining allegations in Paragraph 25.

26. CSXT denies the allegations in Paragraph 26.

27. CSXT denies all of the allegations in Paragraph 27 and denies that it has any obligation under 49 U.S.C. § 11101(a) for transportation movements conducted pursuant to a contract.

28. CSXT denies all of the allegations in Paragraph 28 and denies that the Board has jurisdiction over any practice or activity related to transportation movements conducted pursuant to a contract.

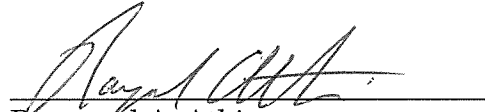
29. CSXT denies all of the allegations in Paragraph 29 and denies that it has any obligation under 49 U.S.C. § 10702(2) for transportation movements conducted pursuant to a contract.

30. CSXT denies all of the allegations in Paragraph 30 and denies that the Board has jurisdiction over any practice or activity related to transportation movements conducted pursuant to a contract.

31. CSXT denies all of the allegations in Paragraph 31 and denies that it has any obligation under 49 U.S.C. § 11121(a) for transportation movements conducted pursuant to a contract.

The unnumbered final paragraph of the Complaint (on pages 7-8) states requests for relief to which no response is required. To the extent a response is deemed necessary, CSXT denies the allegations in that final Paragraph, and CSXT denies that Foresight is entitled to any of the relief it seeks in this proceeding, or to any other relief.

Respectfully submitted,



Raymond A. Atkins
Matthew J. Warren
Marc A. Korman
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005
(202) 736-8000
(202) 736-8711 (fax)

Peter J. Shudtz
John P. Patelli
David S. Prohofskey
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

Counsel to CSX Transportation, Inc.

Dated: August 31, 2017

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August 2017, I served a copy of the foregoing upon the following counsel for complainants Foresight Coal Sales, LLC; Sugar Camp Energy, LLC and Williamson Energy, LLC via U.S. first-class mail or more expeditious means of delivery:

Bradley D. Hasler
Bingham Greenebaum Doll
2700 Market Tower
10 W. Market Street
Indianapolis, IN 46204
bhasler@bgdlegal.com



Marc A. Korman