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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

ENTERED
Office of Proceedings
January 12, 2017
Part of
Public Record

STB Docket No. AB-55 (Sub-No. 643X)

**CSX TRANSPORTATION, INC.–ABANDONMENT EXEMPTION–
IN LAPORTE, PORTER AND STARKE COUNTIES, IN**

**CHESAPEAKE AND INDIANA RAILROAD COMPANY
PETITION TO REOPEN
OFFER OF FINANCIAL ASSISTANCE PROCEEDING**

FD 36076

**CHESAPEAKE AND INDIANA RAILROAD COMPANY
PETITION FOR DECLARATORY RELIEF
MOTION FOR A PROTECTIVE ORDER**

Respectfully submitted,

John D. Heffner
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Its Counsel

Dated: January 17, 2017

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB-55 (Sub-No. 643X)

**CSX TRANSPORTATION, INC.—ABANDONMENT EXEMPTION—
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Pursuant to 49 C.F.R. § 1104.14(b), Chesapeake and Indiana Railroad Company (“CKIN”) hereby requests that the Board issue a protective order allowing them to file under seal a mediation statement prepared for it in the above-captioned proceeding. Although CKIN does not believe this statement is confidential, it is submitting this document under seal out of an abundance of caution on the theory that settlement-related discussions should not be accessible to the public. CKIN was involved in a personal injury suit brought by passengers riding on a train operated by the Hoosier Valley Railroad Museum (“HVRM”) over a line of railroad owned by the Town of North Judson, IN, on which it holds

exclusive freight operating rights. That opinion prepared by the law firm of Fletcher & Sippel concludes that the accident was caused through the negligence of HVRM, not by any negligent actions of CKIN. This opinion is being submitted as an exhibit to the rebuttal reply that CKIN is filing to the opposition reply submitted by HVRM alleging that the accident was caused by CKIN's negligence.

WHEREFORE, CKIN respectfully requests that the Board adopt the protective order contained in the appendix hereto.

Respectfully submitted,



John D. Heffner

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Date Due: January 17, 2017

APPENDIX

PROTECTIVE ORDER

1. For the purposes of this Protective Order, “Confidential Information” means the Mediation Statement filed under seal on January, 2017 in STB Docket No. AB-55 (Sub-No. 643X) and FD 36076.
2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to The Parties 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 The Parties 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 The Parties, 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 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.

7. Any party that files with the Board a document containing Confidential Information must simultaneously file with the Board a public version of that document.

8. 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.

UNDERTAKING

I, _____, have read the Protective Order governing the production and use of Confidential Information of in STB Docket No. AB-55 (Sub-No. 643X) and FD 36076, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any 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 FD 36076 or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this order and has executed an Undertaking in the form hereof. 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 Confidential Information, 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 The Parties shall be entitled to specific performance and injunctive 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.

Dated: _____

Signature: _____

Position: _____

Affiliation: _____

CERTIFICATE OF SERVICE

I, John D. Heffner, hereby certify that a copy of the foregoing Motion for Protective order dated January 17th, was sent by electronic mail to all parties of record in this proceeding.

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Dated: January 17, 2017