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NO LATER THAN JANUARY 12, 2026

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

NOR 42184

DURA-BOND PIPE, LLC
v.
CLEVELAND-CLIFFS RAILWAYS INC.

ENTERED
Office of Chief Counsel
December 9, 2025
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Public Record

DURA-BOND PIPE, LLC'S MOTION FOR PRELIMINARY INJUNCTION

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Dated: December 9, 2025

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Pursuant to 49 U.S.C. § 1321(b)(4) and 49 C.F.R. § 1117.1, Dura-Bond Pipe, LLC (“Dura-Bond”), requests from the Surface Transportation Board (“Board”) a preliminary injunction requiring Cleveland-Cliffs Railways Inc. (“Railways”)¹ to continue providing rail service to Dura-Bond at its Steelton, Pa. facility until Railways obtains, and lawfully acts on, authority from the Board to discontinue service over or abandon its rail line at Steelton. Dura-Bond has simultaneously filed a complaint in this docket that alleges: (1) Railways intends to unlawfully cease service on its rail line in violation of 49 U.S.C. §§ 10903 and 11101; and (2) Railways is engaging in an unreasonable practice in violation of 49 U.S.C. § 10702(2) by requiring Dura-Bond to pay a second time for rail service for which Railways is already receiving payment.

Unauthorized cessation of rail service will impose irreparable injury on Dura-Bond and potentially the country’s energy supply and national security. The threat of those injuries, preservation of the status quo, and the absence of any apparent

¹ As discussed in the accompanying complaint, Railways operates the line at issue under the name Steelton & Highspire. *See* Compl. ¶ 21.

lawful basis for Railways to unilaterally cease service require the entry of a preliminary injunction for the pendency of the complaint.

BACKGROUND

Dura-Bond and its affiliate companies (collectively referred to by its parent, “Dura-Bond Industries”) are owned and operated by the Norris family (father Wayne and siblings Jason, Ryan, Adam, and Sara). Compl. ¶ 1. Dura-Bond Industries employs over 400 skilled workers across Pennsylvania, with nearly half of those employees working at its Steelton facility. *Id.* To meet growing demand, Dura-Bond is in the process of adding over 200 new skilled jobs at the Steelton facility. *Id.* at ¶ 8. “Steelton” takes its name from the historical Bethlehem Steel plants in the borough. *Id.* at ¶ 2. The footprint of those historic facilities today includes a Cleveland-Cliffs steel mill (the Cleveland-Cliffs group of companies (“Cliffs”)); a common carrier rail line operated by Railways; and Dura-Bond’s pipe and pipe-coatings plants. *Id.* at ¶¶ 1, 2, 3, 13, 14.

Dura-Bond’s Steelton facility is one of only four manufacturers of large-diameter (between 24” and 42”) pipe in the United States. *Id.* at ¶ 3. Of those four, it is the only American-owned company, and it manufactures approximately 20% of the domestic large-diameter pipe market. *Id.* at ¶¶ 3-4. These large-diameter pipes are a critical link in America’s energy supply chains, enabling the development and transportation of natural gas and operation of liquified natural gas export facilities. *Id.* at ¶ 4. Dura-Bond’s supply is needed to support a rapidly expanding energy market—including for data center development in the international race for artificial intelligence—for the United States and its allies; imported U.S. liquefied natural gas is a critical alternative for nations that would otherwise require natural gas from Russia. *Id.* at ¶ 6.

The large-diameter pipes that Dura-Bond manufactures at Steelton are made from steel plates, which Dura-Bond largely, though not exclusively, sources from Cliffs' steel mill in Burns Harbor, Ind. *Id.* at ¶ 9. This year, Dura-Bond will order more than 100,000 tons of steel from Cliffs to support its current production commitments at Steelton. *Id.* All of that steel and the outbound pipe Dura-Bond produces at Steelton are transported via Railways. *Id.* at ¶ 15.

As the receiver of the steel plate shipments, Dura-Bond does not have an agreement with Railways or the linehaul carrier, Norfolk Southern Railway Company ("Norfolk Southern"), for delivery of inbound traffic. That said, Dura-Bond pays Cliffs for steel on a "delivered" basis, meaning it compensates Cliffs for the rail transportation Cliffs obtains from Norfolk Southern.² *Id.* at ¶ 10. What's more, Dura-Bond arranges directly with Norfolk Southern for its outbound shipments of pipe. *Id.* at ¶ 22. Norfolk Southern is the linehaul carrier, delivering and picking up rail cars from the interchange point as tendered or received from Railways. *Id.* at ¶¶ 15, 22. The total rail use this year by Dura-Bond at Steelton will be 3,000 carloads (inbound/outbound, combined). *Id.* at ¶ 15.

At its Steelton facility, Dura-Bond produces pipe in 80-foot lengths and will produce more than 1.2 million feet of pipe this year—all of which will be shipped to pipeline companies via rail at Dura-Bond's cost. *Id.* at ¶ 9. It also has over 3 million feet of orders scheduled for future production and more commitments are currently being negotiated. *Id.* at ¶ 8. Rail is paramount for pipe delivery, as it is not practicable to move significant amounts of 80-foot large-diameter steel pipe via motor carriers. *Id.* at 11.

² And for the transportation Railways provides, Dura-Bond understands Norfolk Southern absorbs the switch charge for Railways' service to Cliffs. *Id.* at ¶¶ 23, 35.

In the spring of 2025, Cliffs announced that it would “idle” the Cliffs steel mill in Steelton. *Id.* at 24; *id.*, Ex. D. Cliffs told Jason Norris of Dura-Bond that this idling included cessation of Steelton & Highspire’s rail service unless Dura-Bond paid Cliffs its full costs of operation at the Steelton mill. Compl. ¶ 24. Since then, Dura-Bond has attempted to purchase various rail assets (real property interests, track assets, and operating rights) sufficient to preserve rail service for itself and Railways’ other customer on the Steelton property, Atlantic Track—a rail track manufacturer and servicer. *Id.* at ¶ 27. These attempts were generally discussed as part of a “Transition Services” negotiation memorialized in draft exchanges of similarly titled, unsigned documents between Cliffs and Dura-Bond. *Id.*

Since July 2025, as a condition of continued rail service, Cliffs and Railways have been demanding payment of, at minimum, \$339,500 per month from Dura-Bond for what Cliffs claims are Railways’ cost of operation. *Id.* at ¶¶ 28, 30; *id.*, Ex. E at 4. Paul Finan, an executive within Cliffs, told Jason Norris that Cliffs “would continue providing rail service as long as you [Dura-Bond] pay us.” Compl. ¶ 29. Cliffs and Railways demand that Dura-Bond pay these “provisional” invoices by the end of each month and then they revise the invoices to account for what they claim are the actual costs for that month. *Id.* at ¶ 30; *id.*, Ex. F at 2. The final “actual costs” are inevitably more than the original provisional invoice, often by 50% or more. Compl. ¶ 32; *id.*, Ex. E at 2.

To boot, the costs supposedly attributable to rail service are lumped in with utility services provided to Dura-Bond by Cliffs; Cliffs has never provided Dura-Bond its formula for calculating the provisional or final invoices or provided a breakdown of the individual cost items. Compl. ¶ 3122; *id.*, Ex. E. There is no contract between Dura-Bond and Cliffs for these payments, and Dura-Bond has told Cliffs it is making any secondary payments “under protest.” *Id.* at ¶¶ 33, 36. Dura-

Bond has made provisional and final payments for rail service for July through October 2025 and a provisional payment for November 2025. *Id.* at ¶ 33.

On November 6, 2025, Railways informed Dura-Bond it would permanently cease rail service at Steelton on January 13, 2026. *Id.* at ¶ 39; *id.*, Ex. H. On receiving this information, Dura-Bond again voiced to Cliffs its interest in lawfully succeeding Railways in operating the Steelton rail line and made a purchase offer of \$2 million for the Steelton & Highspire line and assets. Compl. ¶ 40. Cliffs and Railways did not accept Dura-Bond's offer and did not provide a counteroffer, and they have ceased communicating with Dura-Bond about their plan for the rail line. *Id.* at ¶ 41. Without rail service, Dura-Bond cannot meet America's growing energy needs.

ARGUMENT

A Preliminary Injunction Is Merited and Required to Prevent Irreparable Harm by the Cessation of Service

Under 49 U.S.C. § 1321(b)(4), the Board may issue an appropriate order, such as a preliminary injunction, when necessary to prevent irreparable harm. Under the Board's adoption of judicial precedent, a party seeking a preliminary injunction must generally establish that: (1) there is a likelihood that it will prevail on the merits of any challenge to the action sought to be preliminarily enjoined, (2) it will suffer irreparable harm in the absence of a preliminary injunction, (3) other interested parties will not be substantially harmed by a preliminary injunction, and (4) the public interest supports the granting of the preliminary injunction. *See, e.g., Wash. Metro. Area Transit Comm'n v. Holiday Tours, Inc.*, 559 F.2d 841, 843 (D.C. Cir. 1977); *Va. Petroleum Jobbers Ass'n v. Fed. Power Comm'n*, 259 F.2d 921, 925 (D.C. Cir. 1958); *Cent. Valley Ag Grinding, Inc. v. Modesto & Empire Traction Co.*, NOR 42159, slip op. at 4 (STB served June 12, 2018); *N. Coast R.R. Auth. v.*

Sonoma-Marin Area Rail Transit Dist., NOR 42148, slip op. at 3 (STB served Oct. 21, 2016); *Am. Chemistry Council v. Ala. Gulf Coast Ry.*, NOR 42129, slip op. at 4 (STB served May 4, 2012). But strong facts on one factor can lessen the required showing on another. *See Changji Esquel Textile Co. v. Raimondo*, 40 F.4th 716, 726 (D.C. Cir. 2022).

A. Dura-Bond is Likely to Prevail on the Merits of Its Complaint.

As described in Dura-Bond’s complaint, Railways has (1) announced that it will cease rail operations at Steelton as of January 13, 2026 (Count I, unauthorized cessation of service), and (2) required payment from Dura-Bond as the receiver of rail service for which payment has already been made (Count II, unreasonable practice). Dura-Bond is likely to prevail on both counts of the complaint and on its petition for partial revocation of the exemption from regulation for steel plates and steel pipes, as discussed in detail below.

1. *Count I, Unauthorized Cessation of Service*

“The only appropriate mechanisms a railroad may employ to excuse itself . . . from its common carrier obligations on a line of railroad are abandonment, discontinuance, or embargo.” *Strohmeyer—Acquis. & Operation Appl.—Valstir Indus. Track in Middlesex & Union Cntys., N.J.*, FD 35527, slip op. at 2 & n.5 (STB served Oct. 20, 2011) (citing *Pejepscot Indus. Park—Pet. for Declaratory Ord.*, 6 S.T.B. 886, 898 (2003)). And yet, this is likely the first time the Board has become aware that Railways plans to terminate rail service at Steelton, as Railways has made no filing with the Board seeking authority to do so. Nor has it embargoed its line at Steelton. It therefore has no authority to cease providing rail service to Dura-Bond. That renders Railways’ decision to terminate rail service as of January 13, 2026, unlawful.

Based on the current record, Railways will struggle to prove it will have Board authorization to discontinue or abandon service by January 13, 2026. As such, Dura-Bond is likely to succeed on this count.³

2. *Count II, Unreasonable Practice—Double Recovery*

Under 49 U.S.C. § 10702(2), “[a] rail carrier providing transportation or service subject to the jurisdiction of the Board under [49 U.S.C. Subtitle IV, Part A] shall establish reasonable rules and practices on matters related to that transportation or service.” The agency and the courts have long recognized that the Board has broad discretion to conduct a case-by-case fact-specific inquiry to determine whether a practice is unreasonable. *See Granite State Concrete Co. v. STB*, 417 F.3d 85, 92 (1st Cir. 2005) (citing *Decatur Cnty. Comm’rs v. STB*, 308 F.3d 710, 716 (7th Cir. 2002); *GS Roofing Prods. Co. v. STB*, 143 F.3d 387, 392 (8th Cir. 1998)). Even so, that does not mean there are not clear standards that forbid certain practices: double charging, for one. In the fuel surcharges context, for example, the Board has acknowledged that a rail carrier practice could be challenged as unreasonable if the rail carrier “double dipped” by “imposing a rate-based fuel surcharge and raising the base rate by an index that incorporated changes in fuel costs.” *Dairyland Power Coop. v. Union Pac. R.R.*, NOR 42105, slip op. at 6 (STB served July 29, 2008) (describing an example of how a rail carrier could run afoul of the Board’s rule against double dipping adopted in *Rail Fuel Surcharges*, EP 661 (STB served Jan. 26, 2007)).

As outlined in Dura-Bond’s complaint, Dura-Bond understands that Norfolk Southern pays Railways a local switch charge (*i.e.*, it “absorbs” that charge) for

³ The Board has previously used its power to provide injunctive relief while considering a complaint alleging violations of §§ 10903 and 11101. *See Colo. Wheat Admin. Comm. v. V & S Ry.*, NOR 42140, slip op. at 8 (STB served May 7, 2015).

Railways to provide service to and from Steelton. Yet, since July of this year, Cliffs and Railways have made rail service contingent on Dura-Bond paying Railways for what Cliffs and Railways claim are Railways' cost of operation. At the beginning of each month, Cliffs sends Dura-Bond a "provisional" invoice for these additional charges; at the end of each month, it revises (increases) the invoice with what it contends are the true costs. And then, because every end is a beginning, it turns around and issues another provisional invoice for immediate payment. *See* Compl., Ex. E at 4 (revising July 2025 invoice in September 2025).

To make matters worse, Dura-Bond pays Cliffs for steel plates on a "delivered" pricing basis, meaning Dura-Bond has already paid Cliffs for Railways to provide rail transportation to Steelton. Dura-Bond has made these second payments under duress because it understood that Railways would refuse to deliver the steel plates required to make the one product that Dura-Bond manufactures—steel pipes, which would put Dura-Bond's entire business at risk, along with the jobs of its approximately 400 employees and counting.⁴

Delivery is not the only problem; movement of outbound shipments of Dura-Bond's manufactured product, transportation for which Dura-Bond has arrangements with Norfolk Southern,⁵ is also conditioned on this double payment. Dura-Bond produces pipe in 80-foot lengths. It will produce more than 1.2 million feet of pipe this year and has over 3.7 million feet of firm commitments scheduled for future production. Dura-Bond's product must move by rail, as it is not able to move this length, size, and volume of pipe via motor carriers.

⁴ Dura-Bond is currently seeking to hire additional skilled laborers for a second shift at the Steelton facility to accommodate demand. *See* Compl. ¶ 8.

⁵ As discussed in *supra* note 2, Dura-Bond understands Norfolk Southern absorbs the switch charge for Railways' service to Cliffs.

As the complaint sets out, what Cliffs is charging is not just a double dip but a ransom. Dura-Bond is already paying Cliffs via the absorbed switch charge for Railways to deliver its steel plates (by way of the delivered pricing) and for outbound transportation of pipe.⁶ The unique facts on delivery—Cliffs is both the shipper and in control of the delivering rail carrier for inbound shipments of steel plates—simply increase the likelihood Dura-Bond will prevail on Count II.

3. *Petition for Partial Revocation of Commodity Exemptions*

Simultaneously with its complaint and this motion for preliminary injunction, Dura-Bond has filed a petition for partial revocation of the commodity exemptions for the commodities at issue here. The commodity received at Dura-Bond's Steelton facility, steel plates, and the commodity shipped from Dura-Bond's Steelton facility, steel pipes, are both commodities exempt from Board regulation. *See Rail Gen. Exemption Auth.—Pet. of AAR to Exempt Rail Transp. of Selected Commodity Grps.*, 9 I.C.C.2d 969, 979 (1993). As the Board has exempted from regulation the commodities that Railways transports to and from Dura-Bond's Steelton facility, a threshold question is whether partial revocation of that exemption is warranted here.

⁶ Note that Dura-Bond is not challenging the specific value of the separate payment Cliffs is requiring of Dura-Bond. Dura-Bond is challenging the act of being required to make any additional payment because Railways already receives payment for this service. *Cf. Union Pac. R.R. v. ICC*, 867 F.2d 646, 653 (D.C. Cir. 1989) (holding that the Interstate Commerce Commission improperly considered the reasonableness of the dollar value of a specific rate using the unreasonable practice standard); *Cargill, Inc. v. BNSF Ry.*, NOR 42120, slip op. at 6 (STB served Jan. 4, 2011) (dismissing an unreasonable practice claim because it “would necessarily focus on whether the level of the rate is justified”). It is possible that the relative rates are reasonable; but it is unreasonable for Railways to collect twice for the same transportation.

Revocation is warranted to allow the Board to address grievances that do more than touch on the “National Rail Transportation Policy” (“NRTP”) Congress has defined in 49 U.S.C. § 10101. *Rail General Exemption Auth.—Misc. Agric. Commodities—Pet. of G&T Terminal Packaging Co. to Revoke Conrail Exemption*, 8 I.C.C.2d 674, 677 (1992) (“Thus, a finding of what might be a minor violation (if regulation were in effect), or a slightly adverse impact on one component of the NRTP, does not necessarily indicate that reregulation is appropriate.”), *aff’d in part and rev’d and remanded in part on other grounds sub nom., Mr. Sprout, Inc. v. United States*, 8 F.3d 118 (2d. Cir. 1993). Dura-Bond must demonstrate that partial revocation is necessary to carry out the NRTP. *Sanimax USA LLC v. Union Pac. R.R.*, NOR 42171, slip op. at 5 (STB served Nov. 2, 2021) (revoking an exemption to permit further examination and development of a record in a complaint).

Dura-Bond is likely to succeed in demonstrating that the NRTP is implicated here. The two complaint counts (I and II) raise questions on no fewer than five of Congress’s concerns under the NRTP—whether:

- Railways’ cessation of service is consistent with a sound rail transportation system (No. 4/Count I);
- Railways is honestly and efficiently managed by Cliffs (No. 9/Count II);
- Railways is engaging in unlawful discrimination (No. 12/Count II);
- Railways is discouraging and impairing energy conservation (No. 14/Count I); and
- Revoking the exemption will promote the honest and expeditious handling and resolution of all proceedings (No. 15/Count II).

Beyond the NRTP, Dura-Bond has shown that Cliffs and Railways have abused their collective market power over the transportation Dura-Bond receives.

The threatened cessation of service Count I alleges such abuse. *See Pyco Indus., Inc.—Alt. Rail Serv.—S. Plains Switching, Ltd.*, FD 34802 et al., slip op. at 4 (STB served June 21, 2006) (finding service was “so inadequate” as to constitute an abuse of market power). And the double-charging activity described under Count II shows that Cliffs knows that Dura-Bond has no other option.

For the aforementioned reasons, Dura-Bond is likely to prevail on the merits of its petition to partially revoke the commodity exemptions for steel plates and steel pipes for the limited purpose of considering the merits of Dura-Bond’s complaint, as it will demonstrate that NRTP elements 4, 9, 12, 14, and 15 would be promoted by allowing the allegations in the complaint to be considered on their merits, and none of the other elements of the NRTP would be negatively impacted.

B. Dura-Bond, the United States, and U.S. Allies Will Suffer Irreparable Harm if Railways Refuses to Provide Service at Dura-Bond’s Steelton Facility.

In determining whether irreparable harm has been demonstrated, the Board looks to whether the requesting party will suffer unredressable actual and imminent harm absent the injunction. *Am. Chemistry Council v. Ala. Gulf Coast Ry.*, NOR 42129, slip op. at 5 (STB served May 4, 2012). “The threat of unrecoverable economic loss . . . qualif[ies] as irreparable harm.” *Iowa Utils. Bd. v. FCC*, 109 F.3d 418, 426 (8th Cir. 1996).

If Railways ceases to provide rail service to and from Dura-Bond’s Steelton facility, Dura-Bond will be forced to shutter not only its Steelton plant but its entire business because it will no longer be able to fulfill contracts that Dura-Bond has negotiated through the year 2030. If that happens, Dura-Bond will be at risk of significant losses due to being unable to meet the obligations of its customers, and it will also lose customer confidence, goodwill, and future contracts, all of which are

immeasurable and therefore irreparable. Dura-Bond's inability to fulfill its Steelton contracts alone would be enough to bring down the entire Dura-Bond corporate family. Additionally, if Dura-Bond does not agree to Cliffs' unlawful condition of service, the double payment, Railways would refuse to provide rail service, resulting in the same type of irreparable harm Dura-Bond would suffer if Railways unlawfully terminates service on January 13, 2026.

And as described more below in subsection C, if Dura-Bond is unable to produce its large-diameter pipes, fewer pipelines for natural gas will be built, the country's growing demand for energy will go unfulfilled, and the country's national security will be at increased risk. Dura-Bond is already negotiating contracts for deliveries through 2030 and beyond. Planning and meeting the expansion of energy supply takes years or even decades. Any delay in the fulfillment of pipe for natural gas pipelines could be disastrous.

C. The Public Interest Supports Granting the Preliminary Injunction and Other Interested Parties Will Not Be Harmed.

Dura-Bond directly supports the growth of the country's energy infrastructure. Because the country's energy supply depends on an ever-expanding network of natural gas pipelines, it depends on Dura-Bond's ability to produce and deliver large-diameter pipes. If Dura-Bond is unable to manufacture and deliver its product, national security is also at risk. *See* Exec. Ord. No. 14156, Declaring a National Energy Emergency, 90 Fed. Reg. 8433, 8433 (Jan. 20, 2025) ("The integrity and expansion of our Nation's energy infrastructure . . . is an immediate and pressing priority for the protection of the United States' national and economic security. . . . Our Nation's current inadequate development of domestic energy resources leaves us vulnerable to hostile foreign actors and poses an imminent and growing threat to the United States' prosperity and national security.").

Any reduction in the amount of large-diameter steel pipe would be detrimental to the public interest and national security. But because Dura-Bond is responsible for producing such a large percentage of pipes for the movement of natural gas, if Railways ceases delivering steel plates and picking up Dura-Bond's 80-foot steel pipes, the consequences could be catastrophic for the country's energy supply and security, and that of U.S. allies. Dura-Bond's supply is needed to support a rapidly expanding energy market—including the U.S.'s data center development in the international race for artificial intelligence—for the United States and its allies; U.S. natural gas is a critical alternative for nations that would otherwise require it from Russia. Dura-Bond's customers build the pipelines that supply the energy for data centers, and they supply liquefied natural gas export terminals with gas for the U.S.'s allies.

In addition, the Board has held that the integrity of the Board's processes is a public-interest consideration. *See Colo. Wheat*, NOR 42140, slip op. at 8. In *Colorado Wheat*, the Board held that the public interest prong of the preliminary injunction standard was met where there was a concern that the rail carrier may have misled shippers about its intentions for the line at issue. *Id.* Here, Railways has shown no regard for the Board's jurisdiction over its service. It appears that Railways may assume that (1) the Board will easily grant it exit-licensing authority or (2) it does not even need such authority—notwithstanding that there are at least two active shippers on the line and Railways operates the line as a regulated rail carrier.

No other person will be harmed by Railways continuing to provide service and not double charging.

CONCLUSION AND REQUEST FOR RELIEF

For the reasons discussed above, Dura-Bond respectfully requests that the Board issue a preliminary injunction that prevents Railways from unlawfully ceasing rail operations and requiring a second payment from Dura-Bond to complete the inbound and outbound rail movements between the interchange point with Norfolk Southern and Dura-Bond's Steelton facility. Dura-Bond requests that the Board rule on this motion as soon as it is able, but no later than January 12, 2026, as the uncertainty about whether rail service will continue is already making it difficult for Dura-Bond to commit to manufacturing large-diameter pipes for future orders and threatening the continued growth of U.S. energy infrastructure and supply. And every additional payment Dura-Bond pays under duress puts the viability of the Dura-Bond company at risk.

Dated: December 9, 2025

/s/ Valerie O. Quinn

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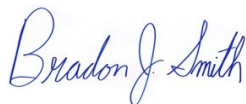
RAIL GENERAL EXEMPTION AUTHORITY — PETITION OF AAR TO EXEMPT
RAIL TRANSPORTATION OF SELECTED COMMODITY GROUPS

CERTIFICATE OF SERVICE

I certify that on December 9, 2025 I caused the Complaint, Motion for Preliminary Injunction, and Petition for Partial Revocation of Dura-Bond Pipe, L.L.C. filed in the respective captioned dockets to be served on:

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