

SURFACE TRANSPORTATION BOARD

DECISION

STB Docket No. AB-103 (Sub-No. 21X)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY—ABANDONMENT  
EXEMPTION—LINE IN WARREN COUNTY, MS

STB Docket No. AB-1016X

VICKSBURG SOUTHERN RAILROAD, INC.—DISCONTINUANCE OF SERVICE  
EXEMPTION—LINE IN WARREN COUNTY, MS

MOTION FOR PROTECTIVE ORDER

Decided: December 21, 2007

By motion filed on December 20, 2007, Raymond B. English seeks a protective order under 49 CFR 1104.14 to protect confidential documents and information filed under seal in connection with an offer of financial assistance (OFA) in STB Docket No. AB-103 (Sub-No. 21X).<sup>1</sup> Such confidential documents include information about Mr. English's personal finances.

Good cause exists to grant the motion for protective order. The proposed protective order, as modified herein, conforms with the Board's rules at 49 CFR 1104.14 governing protective orders to maintain confidentiality of materials submitted to the Board. Issuance of the protective order will ensure that the confidential information will be used only in connection with this proceeding and not for other purposes. Accordingly, the motion for protective order will be granted, and the documents and data furnished to the Board by Mr. English in connection with his OFA shall be subject to the Protective Order and Undertaking contained in the Appendix to this decision.

It is ordered:

1. The motion for a protective order is granted, and the Protective Order and Undertakings in the Appendix to this decision are adopted.
2. The confidential documents submitted in these proceedings will be kept under seal by the Board and not placed in the public docket or otherwise disclosed to the public, unless the

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<sup>1</sup> A proposed protective order and undertaking were included with the motion.

attached Undertakings are executed and the terms of the Protective Order are followed, or unless otherwise ordered by the Board.

3. This decision is effective on its date of service.

By the Board, Vernon A. Williams, Secretary.

Vernon A. Williams  
Secretary

**APPENDIX**

**PROTECTIVE ORDER**

1. For the purpose of this Protective Order, “confidential information” means the data and documents regarding personal financial information of Raymond B. English furnished to the Board in connection with his offer of financial assistance (OFA) submitted on December 20, 2007, in STB Docket No. AB-103 (Sub-No. 21X), et al.
2. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, discovery response it produces, transcript of a deposition or hearing in which it participates, or 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. Confidential information shall be provided to any employee, agent, counsel, or consultant of any party to this proceeding only pursuant to this Protective Order and only upon execution and prior delivery to Mr. English 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 any other purpose. Confidential information shall not be provided or disclosed to any person or entity who is not an employee, agent, counsel, or consultant of any party to this proceeding.
4. Any documents containing the confidential information must be destroyed, and notice of such destruction must be served on Mr. English at the completion of this and any related Board proceedings, or any judicial review proceedings arising therefrom, whichever comes later.
5. If the Board retains the confidential information, it shall, in order to keep it confidential, treat the information in accordance with the procedures set forth at 49 CFR 1104.14.
6. If any party intends to use the confidential information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any 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 the 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 this Protective Order.
7. A party must file simultaneously a public version of any confidential submission it files with the Board.
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**

**CONFIDENTIAL MATERIAL**

I, \_\_\_\_\_, have read the Protective Order governing the filing of confidential information by Raymond B. English in STB Docket No. AB-103 (Sub-No. 21X), et al., 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 preservation of evidence and argument in STB Docket No. AB-103 (Sub-No. 21X), et al., 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 Protective Order and has executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking, and that Mr. English 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 other remedies available at law or equity.

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_

Affiliation: \_\_\_\_\_

Telephone: \_\_\_\_\_

Dated: \_\_\_\_\_