

31739
SEC

SERVICE DATE - APRIL 24, 2001

SURFACE TRANSPORTATION BOARD

DECISION

STB Finance Docket No. 33980

RIVERVIEW TRENTON RAILROAD COMPANY
–NOTICE OF EXEMPTION–
ACQUISITION AND COMMENCEMENT OF RAIL COMMON CARRIER OPERATIONS

MOTION FOR PROTECTIVE ORDER

Decided: April 23, 2001

By motion filed on March 8, 2001, Riverview Trenton Railroad Company (RTR) seeks a protective order under 49 CFR 1104.14 pertaining to its filing, on March 8, 2001, of Exhibit 1 to B. Michael Blashfield's Verified Statement. This exhibit provides a partial listing of possible future transportation facilities and business opportunities in the Detroit, MI area. The draft protective order submitted by RTR would also cover any other confidential filings submitted in this docket. The motion is unopposed.

RTR's motion for a protective order will be granted. The proposed protective order is similar to protective orders that have commonly been issued by this agency, and it would allow all counsel to examine the exhibit for the purpose of conducting this proceeding.

It is ordered:

1. RTR's motion for a protective order is granted, and the Protective Order and Undertaking in the Appendix to this decision are adopted.
2. Exhibit 1 to the verified statement of B. Michael Blashfield will be kept under seal and not placed in the public docket, or otherwise disclosed to the public, unless the attached Undertaking is executed and the terms of the Protective Order are followed, or unless otherwise ordered by the Board.
3. This decision is effective on its service date.

By the Board, Vernon A. Williams, Secretary.

Vernon A. Williams
Secretary

APPENDIX

Protective Order

1. Any party submitting material in pleadings in STB Finance Docket No. 33980 that the party believes in good faith reflects proprietary or confidential information may designate and stamp such material as “CONFIDENTIAL,” and such material must be treated as confidential. Such material, any copies, and any data or notes derived therefrom:

(a) Shall be used solely for the purpose of this proceeding and any judicial review proceeding arising therefrom, and not for any other business, commercial, or competitive purpose.

(b) May be disclosed only to employees, counsel, or agents of the party requesting such material who have a need to know, handle, or review the material for purposes of this proceeding and any judicial review proceeding arising therefrom, and only where such employee, counsel, or agent has been given and has read a copy of this Protective Order, agrees to be bound by its terms, and executes the attached Undertaking for Confidential Material prior to receiving access to such materials.

(c) Must be destroyed by the requesting party, its employees, counsel, and agents, at the completion of this proceeding and any judicial review proceeding arising therefrom. However, outside counsel (but not outside consultants) for a party are permitted to retain file copies of all pleadings and evidence filed with the Board as well as work product.

(d) If contained in any pleadings filed with the Board, shall, in order to be kept confidential, be filed only in pleadings submitted in a package clearly marked on the outside “Confidential Materials Subject to Protective Order.” See 49 CFR 1104.14.

2. Except for this proceeding, the parties agree that, if a party is required by law or order of a governmental or judicial body to release designated “CONFIDENTIAL” material produced by the other party, or copies or notes thereof, as to which it obtained access pursuant to this Protective Order, the party so required shall notify the producing party in writing within 3 working days of receipt of actual notice of the release order or within 3 working days of the determination that the “CONFIDENTIAL” material or copies or notes are to be released or within 3 working days prior to such release, whichever is soonest, to permit the producing party to contest the release.

3. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, warrants suspension of any of the provisions herein.

4. A “CONFIDENTIAL” designation may be removed by agreement of the parties, or, absent such agreement, by appropriate Board order, upon application of a party seeking to remove such designation, where there is a failure by the party seeking to preserve confidentiality to demonstrate that the material is properly deemed “CONFIDENTIAL.”

Undertaking
Confidential Material

I, _____, have read the Protective Order served on April 24, 2001, governing the production of confidential documents in STB Finance Docket No. 33980, 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 purposes other than the preparation and presentation of evidence and argument in STB Finance Docket No. 33980 or any judicial review proceeding arising therefrom. I further agree not to disclose any data or information obtained under the Protective Order to any person who is not bound by the terms of the Order and has not executed an Undertaking in the form hereof. At the conclusion of this proceeding and any judicial review proceeding arising therefrom, I will promptly destroy any copies of such designated documents obtained or made by me or by any outside counsel or outside consultants working with me, provided, however, that outside counsel (but not outside consultants) may retain file copies of pleadings 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 documents 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.

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____