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PUBLIC FILING

April 12, 2013

234067

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

ENTERED
Office of Proceedings
April 12, 2013
Part of Public Record

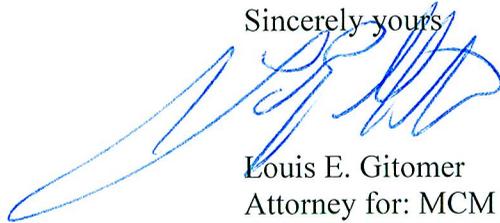
RE: Docket No. FD 35725, *MCM Rail Services LLC, d/b/a Baltimore Industrial Railroad—Operation Exemption—HRE Sparrows Point, LLC*

Dear Ms. Brown:

Enclosed for e-filing is a Motion for Protective Order (the "Motion"). The Motion is being filed as a public document. The Railroad Services Agreement dated as of September 14, 2012 between Hilco SP Rail, LLC and MCM Rail Services LLC, d/b/a Baltimore Industrial Railroad is being filed as a confidential document.

If you have any questions, please call or email me.

Sincerely yours,



Louis E. Gitomer
Attorney for: MCM Rail Services LLC, d/b/a
Baltimore Industrial Railroad

Enclosure

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35725

MCM RAIL SERVICES LLC, d/b/a BALTIMORE INDUSTRIAL RAILROAD—OPERATION
EXEMPTION—HRE SPARROWS POINT, LLC

MOTION FOR PROTECTIVE ORDER

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Attorney for MCM RAIL SERVICES LLC,
d/b/a Baltimore Industrial Railroad

Dated: April 12, 2013

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35725

MCM RAIL SERVICES LLC, d/b/a BALTIMORE INDUSTRIAL RAILROAD—OPERATION
EXEMPTION—HRE SPARROWS POINT, LLC

MOTION FOR PROTECTIVE ORDER

MCM Rail Services LLC, d/b/a Baltimore Industrial Railroad (“MCM”), pursuant to 49 C.F.R. §1104.14(b), file this Motion for Protective Order (the “Motion”) for approval to file under seal the unredacted Railroad Services Agreement dated September 14, 2012 (the “Agreement”) among MCM and Hilco Rail Services, LLC (“Hilco”).

The Surface Transportation Board (the “Board”) directed MCM to submit a copy of the operating agreement governing MCM’s operations. *MCM Rail Services LLC, d/b/a Baltimore Industrial Railroad —Operation Exemption—HRE Sparrows Point, LLC*, Docket No. FD 35725, slip op. at 2 (served April 5, 2013). MCM’s right to operate the rail line in Sparrows Point, Baltimore County, MD is in the Agreement. MCM is submitting a confidential version of the Agreement with this Motion.¹

The Agreement, if publicly disclosed, could cause commercial or other harm to MCM and Hilco. The proposed protective order complies with Board rules and is modeled after

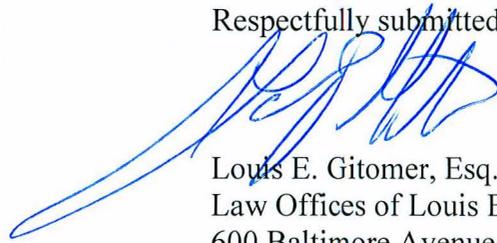
¹ Although the Notice of Exemption filed on March 20, 2013 refers to HRE Sparrows Point, LLC as the party that entered the operating agreement with MCM, a review of the executed Agreement indicates that the parties are Hilco and MCM. MCM will amend the Notice in a separate filing.

protective orders the Board has issued in prior adjudications. *See Cedar River Railroad Company—Trackage Rights Exemption—Chicago, Central & Pacific Railroad Company*, STB Docket No. 35593 (February 24, 2012).

Public disclosure of the Agreement is not necessary for the internal examination of the Agreement as stated in the *Decision*. MCM contends that public disclosure of the Agreement is not necessary pursuant to the *Decision*.

For the reasons set forth above, MCM respectfully requests that the Board grant this Motion and adopting the protective order attached hereto.

Respectfully submitted,



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Attorney for MCM RAIL SERVICES LLC,
d/b/a Baltimore Industrial Railroad

Dated: April 12, 2013

APPENDIX

PROTECTIVE ORDER

1. For the purposes of this Protective Order, “Confidential Information” means the unredacted Railroad Services Agreement dated September 14, 2012 between MCM Rail Services LLC, d/b/a Baltimore Industrial Railroad (“MCM”) and Hilco SP Rail, LLC, which was filed under seal on April 12, 2013, in Docket No. FD 35725.

2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to counsel for MCM 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 MCM 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 MCM, 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. All parties must file simultaneously a public version of any Confidential submission filed with the Board. The Confidential Version may be served on other parties in electronic format only.

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 filing of Confidential Information by MCM Rail Services LLC, d/b/a Baltimore Industrial Railroad (“MCM”) in Docket No. FD 35725 and 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 Docket No. FD 35725 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 MCM 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: _____