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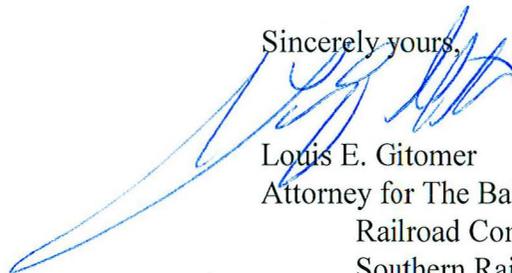
Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

**RE: Docket NOR 42138, Horry County, et al. v. The Baltimore and Annapolis
Railroad Company, d.b.a. Carolina Southern Railroad Company**

Dear Ms. Brown:

Enclosed for e-filing is The Baltimore and Annapolis Railroad Company, d.b.a. Carolina Southern Railroad Company's Motion for Protective Order. If you have any questions, call or email me.

Sincerely yours,



Louis E. Gitomer
Attorney for The Baltimore and Annapolis
Railroad Company, d.b.a. Carolina
Southern Railroad Company

Enclosure

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. 42138

HORRY COUNTY, SOUTH CAROLINA, MARION COUNTY, SOUTH CAROLINA,
COLUMBUS COUNTY, SOUTH CAROLINA, CITY OF CONWAY, SOUTH CAROLINA,
TOWN OF FAIR BLUFF, NORTH CAROLINA, TOWN OF CHANDBOURN, NORTH
CAROLINA, TOWN OF TABOR CITY, NORTH CAROLINA, CITY OF WHITEVILLE,
NORTH CAROLINA, CITY OF LORIS, SOUTH CAROLINA, CITY OF MYRTLE BEACH,
SOUTH CAROLINA, AND METGLASS, INC.

v.

THE BALTIMORE AND ANNAPOLIS RAILROAD COMPANY, d.b.a. CAROLINA
SOUTHERN RAILROAD COMPANY

MOTION FOR PROTECTIVE ORDER
EXPEDITED HANDLING REQUESTED

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Attorneys for The Baltimore and Annapolis Railroad Company, d.b.a. Carolina Southern
Railroad Company

Dated: January 7, 2013

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. 42138

HORRY COUNTY, SOUTH CAROLINA, MARION COUNTY, SOUTH CAROLINA,
COLUMBUS COUNTY, SOUTH CAROLINA, CITY OF CONWAY, SOUTH CAROLINA,
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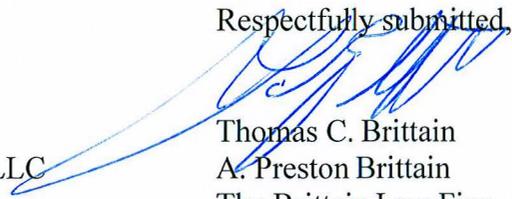
The Baltimore and Annapolis Railroad Company, d.b.a. Carolina Southern Railroad Company (“Defendant”), pursuant to 49 C.F.R. § 1104.14(b), files this Motion for Protective Order (the “Motion”) in this proceeding in the form provided in the Appendix to this motion. The proposed protective order will facilitate discovery in this proceeding by protecting the confidentiality of material reflecting the terms of contracts, financial information, and other confidential and proprietary information in the event such materials are produced. The proposed protective order follows the format of protective orders that have been approved in other complaint proceedings before the Surface Transportation Board.

Defendant is authorized to state that Complainants do not oppose this Motion.

Defendant prays that the Board grant its Motion for a Protective Order.

Respectfully submitted,

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Attorneys for The Baltimore and Annapolis Railroad Company, d.b.a. Carolina Southern
Railroad Company

Dated: January 7, 2013

APPENDIX

PROTECTIVE ORDER

STB Docket No. NOR 42138

1. For purposes of this Protective Order:

(a) “Confidential Documents” means documents and other tangible materials containing or reflecting Confidential Information.

(b) “Confidential Information” means (i) traffic data (including but not limited to waybills, abstracts, study movement sheets, and any documents or computer tapes containing data derived from waybills, abstracts, study movement sheets, or other data bases, and cost work papers); (ii) the identification of shippers and receivers in conjunction with shipper specific or other traffic data; (iii) the confidential terms of contracts with shippers or carriers; (iv) confidential financial and cost data; (v) divisions of rates, trackage rights compensation levels, and other compensation between carriers; and, (vi) other confidential, commercial, financial, operational, proprietary, or personal information.

(c) “Designated Material” means any documents designated or stamped as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in accordance with paragraph 2 or 3 of this Protective Order, and any Confidential Information contained in such materials.

(d) “Party” means The Baltimore and Annapolis Railroad Company, d.b.a. Carolina Southern Railroad Company, Horry County, South Carolina, Marion County, South Carolina, Columbus County, South Carolina, City Of Conway, South Carolina, Town Of Fair Bluff, North Carolina, Town Of Chandbourn, North Carolina, Town Of Tabor City, North Carolina, City Of Whiteville, North Carolina, City Of Loris, South Carolina, City Of Myrtle Beach, South Carolina, Metglass, Inc., and New South, Inc., individually, as the case may be.

(e) “Parties” means The Baltimore and Annapolis Railroad Company, d.b.a. Carolina Southern Railroad Company, Horry County, South Carolina, Marion County, South Carolina, Columbus County, South Carolina, City Of Conway, South Carolina, Town Of Fair Bluff, North Carolina, Town Of Chandbourn, North Carolina, Town Of Tabor City, North Carolina, City Of Whiteville, North Carolina, City Of Loris, South Carolina, City Of Myrtle Beach, South Carolina, Metglass, Inc., and New South, Inc., collectively, as the case may be.

(f) “Proceeding” mean (i) the proceeding before the Surface Transportation Board (“STB” or “Board”) in STB Docket No. 42138, and (ii) any judicial review proceedings arising from (i).

2. If any Party to the Proceeding determines that any part of (i) a document it submits, (ii) a discovery request it propounds, (iii) a discovery response it produces, (iv) a transcript of a deposition or a hearing in which it participates, or (v) a pleading or other paper to

be submitted, filed, or served in the Proceeding 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. If any Party to the Proceeding determines that any part of (i) a document it submits, (ii) a discovery request it propounds, (iii) a discovery response it produces, (iv) a transcript of a deposition or a hearing in which it participates, or (v) a pleading or other paper to be submitted, filed, or served in the Proceeding contains shipper-specific rate or cost data; division of rates, trackage rights compensation levels, or other compensation between carriers; or other competitively sensitive or proprietary information, then that Party may designate and stamp such Confidential Information as “HIGHLY CONFIDENTIAL.” Any information or documents so designated or stamped shall be handled as provided hereinafter.

4. Information and documents designated or stamped as “CONFIDENTIAL” may not be disclosed in any way, directly or indirectly, or to any person or entity except to an employee, counsel, consultant, or agent of a Party to this Proceeding, or an employee of such counsel, consultant, or agent, who, before receiving access to such information or documents, has received and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking in the form set forth in the Undertaking for Confidential Material and serving a copy of the signed undertaking to counsel for the other Parties to this Proceeding.

5. Information and documents designated or stamped as “HIGHLY CONFIDENTIAL” may not be disclosed in any way, directly or indirectly, to any employee of a Party to this Proceeding, or to any other person or entity except to an outside counsel or outside consultant of a Party, who, before receiving access to such information or documents, has received and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking in the form set forth in the Undertaking for Highly Confidential Material and serving a copy of the signed undertaking to counsel for the other Parties to this Proceeding.

6. The Parties must file simultaneously a public version of any Highly Confidential or Confidential submission filed with the Board, whether the submission is designated a Highly Confidential Version or Confidential Version. When filing a Highly Confidential Version, the filing Party does not need to file a Confidential Version with the Board, but must make available (simultaneously with the Party’s submission to the Board of its Highly Confidential Version) a Confidential Version reviewable by the other Party’s in-house counsel. The Confidential Version may be served on the other Party in electronic format only. In lieu of preparing a Confidential Version, the filing Party may (simultaneously with the Party’s submission to the Board of its Highly Confidential Version) make available to outside counsel for the other Party a list of all “highly confidential” information that must be redacted from its Highly Confidential Version prior to review by in-house personnel, and outside counsel for the other Party must then redact that material from the Highly Confidential Version before permitting any in-house personnel to review the submission.

7. Any Party to this Proceeding may challenge the designation by the other Party of information or documents as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL” by filing a motion with the Board or with an administrative law judge or other officer to whom authority has been lawfully delegated by the Board to adjudicate such challenges.

8. Designated Material may not be used for any purposes other than the preparation and presentation of evidence and argument in this Proceeding, as defined herein. Such proscribed purposes include without limitation, business, commercial, operational, and/or competitive purposes.

9. Any Party who receives Designated Material in discovery shall destroy such materials and any notes or documents reflecting such materials, other than file copies of pleadings or other documents filed with the Board and retained by outside counsel for a Party to this Proceeding, at the earlier of: (1) such time as the Party receiving the materials withdraws from this Proceeding; or (2) the completion of this Proceeding, including any petitions for reconsideration, appeals, or remands.

10. No Party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to the Board, unless the pleading or other document is submitted under seal, in a package clearly marked on the outside as “Confidential Materials Subject to Protective Order.” 49 CFR 1104.14. All pleadings and other documents so submitted shall be kept confidential by the Board and shall not be placed in the public docket in this Proceeding, except by order of the Board or of an administrative law judge or other officer in the exercise of authority lawfully delegated by the Board.

11. No Party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any tribunal other than the Board in this Proceeding, unless: (1) the pleading or other document is submitted under seal in accordance with a protective order that requires the pleading or other document to be kept confidential by that tribunal and not be placed in the public docket in the proceeding; or (2) the pleading or other document is submitted in a sealed package clearly marked, “Confidential Materials Subject to Request for Protective Order,” and is accompanied by a motion to that tribunal requesting issuance of a protective order that would require the pleading or other document be kept confidential and not be placed in the public docket in the proceeding, and requesting that, if the motion for protective order is not issued by that tribunal, the pleading or other document be returned to the filing Party.

12. No Party may present or otherwise use any Designated Material at a Board hearing in this Proceeding, unless that Party has previously submitted, under seal, all proposed exhibits and other documents containing or reflecting such Designated Material to the Board, to an administrative law judge, or to another officer to whom relevant authority has been lawfully delegated by the Board, and has accompanied such submission with a written request that the Board, administrative law judge, or other officer: (a) restrict attendance at the hearing during any discussion of such Designated Material; and (b) restrict access to any portion of the record or briefs reflecting discussion of such Designated Material in accordance with this Protective Order.

13. If any Party intends to use any Designated Material in the course of any deposition in this Proceeding, that Party shall so advise counsel for the Party producing the Designated Material, counsel for the deponent, and all other counsel attending the deposition. Attendance at any portion of the deposition at which any Designated Material is used or discussed shall be restricted to persons who may review that material under the terms of this Protective Order. All portions of deposition transcripts or exhibits that consist of, refer to, or otherwise disclose Designated Material shall be filed under seal and be otherwise handled as provided in paragraph 10 of this Protective Order.

14. To the extent that materials reflecting Confidential Information are produced by a Party in this Proceeding, and are held and/or used by the receiving person in compliance with this Protective Order, such production, disclosure, holding, and use of the materials and of the data that the materials contain are deemed essential for the disposition of this Proceeding and will not be deemed a violation of 49 U.S.C. §11904, or any other relevant provision of the ICC Termination Act of 1995.

15. All Parties must comply with all of the provisions of this Protective Order unless the Board or an administrative law judge or other officer exercising authority lawfully delegated by the Board determines that good cause has been shown warranting suspension of any of the provisions herein.

16. Nothing in this Protective Order restricts the right of any Party to disclose voluntarily any Confidential Information originated by that Party, or to disclose voluntarily any Confidential Documents originated by that Party, if such Confidential Information or Confidential Documents do not contain or reflect any Confidential Information originated by any other Party.

UNDERTAKING – CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on January __, 2014, governing the production and use of confidential documents in Docket No. NOR 42138, 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 Docket No. NOR 42138 or any judicial review proceeding arising herefrom. I further agree not to disclose any data or information obtained under this Protective Order to any person who has not executed an Undertaking in the form hereof. At the conclusion of this proceeding and any judicial review proceeding arising herefrom, 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 counsel and consultants may retain copies of pleadings which they were authorized to review under the Protective Order.

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 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 remedies available at law or equity.

Name: _____

Dated: _____

UNDERTAKING

HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside [counsel] [consultant] for [Party to Proceeding], for whom I am acting in this Proceeding. I have read the Protective Order served on January __, 2014, governing the production and use of Highly Confidential Information and Highly Confidential Documents in STB Docket No. 42138, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Highly Confidential Information or Highly Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or 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 STB Docket No. 42138 before the Surface Transportation Board (“Board”), or any judicial review proceedings in connection with STB Docket No. 42138. I further agree not to disclose any Highly Confidential Information, Highly Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Highly Confidential Undertakings in the form hereof.

I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any information or documents designated or stamped as “HIGHLY CONFIDENTIAL,” that I will take all necessary steps to assure that said information or documents be kept on a confidential basis by any outside counsel or outside consultants working with me, that under no circumstances will I permit access to said materials or information by employees of my client or its subsidiaries, affiliates, or owners. At the conclusion of this Proceeding (including any proceeding on administrative review, judicial review, or remand), I agree to promptly destroy any documents containing or reflecting information or documents designated or stamped as “HIGHLY CONFIDENTIAL,” other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

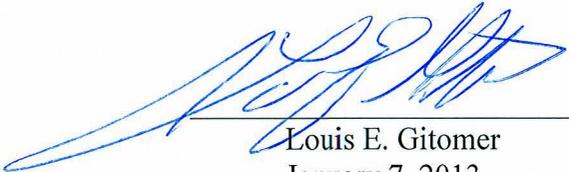
I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that the Parties or other parties producing Highly Confidential Information or Highly Confidential Documents shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach. 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.

Signed: _____

Dated: _____

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing document to be served upon counsel for
Complainants electronically.



Louis E. Gitomer
January 7, 2013