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Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
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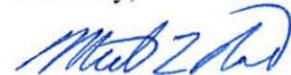
Re: Union Pacific Railroad Company – Operation Exemption –
In Bexar and Wilson Counties, TX, Finance Docket No. 35776

Dear Ms. Brown:

On behalf of Union Pacific Railroad Company (“Union Pacific”), please find enclosed a Motion for Protective Order in the above-captioned proceeding. The Motion for Protective Order is related to Union Pacific’s submission, subject to this request for a protective order, of the Industry Track Agreement requested by the Board in its decision served December 24, 2013.

Please contact me if you have any questions.

Sincerely,



Michael L. Rosenthal

Enclosure

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35776

UNION PACIFIC RAILROAD COMPANY
– OPERATION EXEMPTION –
IN BEXAR AND WILSON COUNTIES, TX

MOTION FOR PROTECTIVE ORDER

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January 6, 2014

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35776

UNION PACIFIC RAILROAD COMPANY
– OPERATION EXEMPTION –
IN BEXAR AND WILSON COUNTIES, TX

MOTION FOR PROTECTIVE ORDER

Pursuant to 49 C.F.R. § 1104.14(b), Union Pacific Railroad Company (“UP”) respectfully requests that the Surface Transportation Board enter a protective order in the above-captioned proceeding, in the form provided in Appendix A to this motion. The order is related to UP’s submission, subject to this request for a protective order, of the Industry Track Agreement referred to in the Board’s decision served December 24, 2013. The proposed order is based on protective orders that have been entered in other cases, but it has been modified to reflect the circumstances of the Board’s decision, which requests particular information from UP.

The Industry Track Agreement, which is being submitted under separate cover, contains competitively sensitive and proprietary information. The proposed protective order is necessary to protect this information from disclosure and will enable UP to present this information to the Board while protecting its confidentiality.

Accordingly, Union Pacific requests that the Board enter the proposed order.

Respectfully submitted,

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January 6, 2014

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of January, 2014, I caused a copy of the foregoing motion to be served by e-mail on all parties of record in this proceeding.



Michael L. Rosenthal

APPENDIX A

PROTECTIVE ORDER

1. For purposes of this Protective Order:
 - a. “Confidential material” means information or material designated as “CONFIDENTIAL,” and any information or material derived therefrom.
 - b. “Highly Confidential material” means information or material designated as “HIGHLY CONFIDENTIAL,” and any information or material derived therefrom.
 - c. “Proceeding” means (i) the proceeding before the Surface Transportation Board (“Board”) in FD 35776 and any related, ancillary proceeding, and (ii) any judicial review proceedings arising from (i).
2. Any material submitted by Union Pacific Railroad Company (“UP”) at the request of the Surface Transportation Board (“Board”) in connection with this Proceeding that UP believes in good faith reveals confidential information may be designated as “CONFIDENTIAL” in accordance with paragraph 4.
3. Any material submitted by UP at the request Board in connection with this Proceeding that UP believes in good faith reveals shipper-specific or railroad-specific rate, cost, quantity, routing, or other competitively sensitive or proprietary information may be designated as “HIGHLY CONFIDENTIAL” in accordance with paragraph 4.
4. The designation of information or material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall be made as follows:
 - a. For pleadings, by imprinting the word(s) “Confidential” or “Highly Confidential” on the cover page of the pleading.
 - b. For documents and other materials, by imprinting the word(s) “Confidential” or “Highly Confidential” on the face of each page of a document so designated or in a similarly conspicuous location for non-document materials.
 - c. For depositions, by indicating on the record at the deposition or upon review of the deposition transcript which portions of the transcript and/or responses should be treated as “Confidential” or “Highly Confidential.”
 - d. For electronically stored information, either by imprinting the word(s) “Confidential” or “Highly Confidential” on any disk or storage medium, or on the face of each page of a document so designated.
5. Confidential Material produced by UP may not be disclosed in any way, directly or indirectly, to any person or entity outside the Board, except to an employee, counsel, consultant, or agent of UP.

6. Highly Confidential Material produced by UP may not be disclosed in any way, directly or indirectly, to any person or entity outside the Board, except to an employee, counsel, consultant, or agent of UP.

7. Confidential Material and Highly Confidential Material produced by UP shall be used solely for the purposes of this Proceeding, and not for any other business, commercial, operational, or competitive purposes.

8. In the event that UP produces material which should have been designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and inadvertently fails to designate the material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," UP may notify the Board in writing within 10 days of discovery of its inadvertent failure to make the confidentiality designation and promptly furnish properly designated material, at which time the Board will return the non-designated material or destroy it, and will make all reasonable efforts to recover such material from any non-parties to which it may have been disclosed, and any copies made by such non-parties.

9. In the event that UP inadvertently produces material that is protected by the attorney-client privilege, work product doctrine, or any other privilege, UP may make a written request within a reasonable time after it discovers the inadvertent disclosure that the Board return the inadvertently produced material. If the Board receives inadvertently produced material, it must either return the material or destroy it immediately upon receipt of the written request, as directed by UP. By returning or destroying the material, the Board is not conceding that the material is privileged and is not waiving its right to later challenge the substantive privilege claim, provided that it may not challenge the privilege claim by arguing that the inadvertent production waived the privilege.

10. UP may not include Confidential Material or Highly Confidential 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." See 49 CFR 1104.14.

11. If UP intends to use Confidential Material or Highly Confidential Material at a Board hearing or mediation in this Proceeding, or in any judicial review proceeding arising herefrom, it shall submit any proposed exhibits or other documents setting forth or revealing such Confidential Material or Highly Confidential Material to the Board, the mediator, or the court, as appropriate, with a written request that the Board, the mediator, or the court: (a) restrict attendance at the hearings or mediation sessions during discussion of such Confidential Material or Highly Confidential Material and (b) restrict access to the portion of the record or briefs reflecting discussion of such Confidential Material or Highly Confidential Material in accordance with the terms of this Protective Order.

12. If UP intends to use Confidential Material or Highly Confidential Material in the course of any deposition in this proceeding, it shall advise other counsel attending the deposition, and all portions of the deposition at which any such Confidential Material or Highly Confidential material is used shall be restricted to persons who may review the material under this Protective Order. All portions of deposition transcripts and/or exhibits that consist of or

disclose Confidential Material or Highly Confidential Material shall be kept under seal and treated as Confidential Material or Highly Confidential Material in accordance with the terms of this Protective Order.

13. To the extent that material reflecting the terms of contracts, shipper-specific traffic data, other traffic data, or other proprietary information is produced or otherwise disclosed by UP in this Proceeding and is held and used by the Board in compliance with this Protective Order, such production, disclosure, and use of the material and of the data that the material contains shall be deemed essential for the disposition of this and any related proceedings and shall not be deemed a violation of 49 U.S.C. 11323, 11904, or any other relevant provision of the ICC Termination Act of 1995.

14. Information that is publicly available or obtained outside of this proceeding from a person with a right to disclose it shall not be subject to this Protective Order even if the same information is produced and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in this Proceeding.

15. If UP files with the Board a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” pleading in this proceeding it shall simultaneously file a public version of the pleading.