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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

**Docket No. AB-1081X
SAN PEDRO RAILROAD OPERATING COMPANY, LLC-
ABANDONMENT EXEMPTION-IN COCHISE COUNTY, AZ**



**MOTION OF SONORA-ARIZONA INTERNATIONAL LLC
FOR A PROTECTIVE ORDER PURSUANT TO 49 C.F.R. § 1104.14**

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Filed: February 13, 2006

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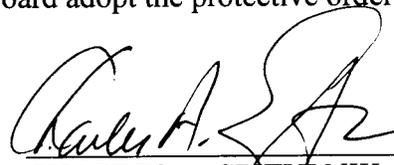
**MOTION OF SONORA-ARIZONA INTERNATIONAL LLC
FOR A PROTECTIVE ORDER PURSUANT TO 49 C.F.R. § 1104.14**

Sonora-Arizona International LLC ("SONORA"), pursuant to 49 C.F.R. § 1104.14 moves this Board to issue a protective order allowing SONORA to make available to the Board under seal certain confidential and highly confidential documents and information in connection with the Offer of Financial Assistance filed today in the above-captioned proceeding. Such confidential and highly confidential documents include commercially or competitively sensitive information, including (but not limited to) information relating to the identity of an investor who wishes to remain anonymous for the purpose of the public docket.

Counsel for Petitioner San Pedro Railroad Operating Company, LLC, was provided with an advance copy of this Motion and the proposed Protective Order and Undertakings, and has already returned both signed proposed Undertakings to undersigned counsel for SONORA.

Accordingly, SONORA requests that the Board adopt the protective order contained in the appendix hereto.

Dated: February 13, 2006



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INTERNATIONAL LLC

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) "SONORA" refers to Sonora-Arizona International LLC, which is submitting an Offer of Financial Assistance to acquire the rail properties that are the subject of the Petition for Exemption for abandonment authority in STB Docket No. AB-1081X, *San Pedro Railroad Operating Company LLC – Abandonment Exemption – In Cochise County, AZ*.

(b) "Confidential Information" means data and documents furnished by SONORA in connection with the Offer of Financial Assistance filed in the above-captioned matter and designated as "Confidential Information" on the face of the document.

(b) "Highly Confidential Information" means data and documents furnished by SONORA, and designated as Highly Confidential by SONORA in good faith, that includes competitively or commercially sensitive information such as shipper-specific rate or cost data or information regarding the identity or business enterprises of investors in SONORA.

2. Confidential Information shall be provided to any employee, agent, counsel, or consultant of any party to this proceeding only pursuant to this Protective Order, provided that such outside counsel or outside consultants have been given and have read a copy of this Protective Order, agree to be bound by its terms, and execute the attached Undertaking for Confidential Material prior to receiving access to such materials. 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. Any party producing information in discovery or in pleadings in this proceeding may in good faith designate and label such information Highly Confidential Information. If any

party wishes to challenge such designation, the party may bring such matter to the attention of the Board or any Administrative Law Judge presiding over this proceeding. Material that is so designated may be disclosed only to outside counsel or outside consultants of the party requesting such materials who have a need to know, handle, or review the materials for purposes of this proceeding and any judicial review proceeding arising herefrom, provided that such outside counsel or outside consultants have been given and have read a copy of this Protective Order, agree to be bound by its terms, and execute the attached Undertaking for Highly Confidential Material prior to receiving access to such materials. Material designated as "Highly Confidential" and produced in discovery or as part of pleadings in this proceeding shall be subject to all other provisions of this Protective Order.

4. Confidential Information or Highly Confidential Information shall not be disclosed in any way or to any person without the written consent of SONORA or an order of the Board, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom.

5. Any party, including but not limited to persons who receive Confidential or Highly Confidential Information, shall agree that all communications, including comments, concerns, negotiations and /or other discussions with SONORA or its affiliate Sonora-Arizona Internacional S.A. de C.V. ("Sonora Mexico") relating to the Confidential or Highly Confidential Information and/or the Offer of Financial Assistance will be handled solely by counsel for SONORA. Each party, including but not limited to persons who receive Confidential or Highly Confidential Information, shall expressly agree that any of its officers, agents, principals and assigns shall not contact any officers, agents, principals, investors and assigns of SONORA or Sonora Mexico to discuss the Confidential or Highly Confidential Information or the Offer of Financial Assistance except through counsel for SONORA as stated above.

6. Any documents containing Confidential or Highly Confidential Information must be destroyed, and notice of such destruction must be served on SONORA at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

7. If the Board retains the Confidential or Highly Confidential Information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 CFR § 1104.14.

8. If any party intends to use Confidential or Highly 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 or Highly Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Confidential or Highly Confidential Information in accordance with the Protective Order.

9. 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.

10. In the event that a party inadvertently produces material that is protected by the attorney-client privilege, work product doctrine, or any other privilege, the producing party may make a written request within a reasonable time after the producing party discovers the inadvertent disclosure that the other party return the inadvertently produced privileged document. The party who received the inadvertently produced document will either return the document and any copies thereof to the producing party or destroy the document and any copies thereof

immediately upon receipt of the written request, as directed by the producing party. By returning or destroying the document, the receiving party is not conceding that the document 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.

11. All parties must comply with all provisions stated in this Protective Order unless good cause, as determined by an Administrative Law Judge decision from which no appeal is taken or by the Board, warrants suspension of any of the provisions herein.

UNDERTAKING

CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order governing the filing of Confidential Information by Sonora-Arizona International, LLC ("SONORA") in Docket No. AB-1081X, understand the same, and agrees 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 Docket No. AB-1081X 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. I further agree to be bound by all the terms of the Protective Order even if not specifically enumerated in the foregoing sentences. I understand further that the Protective Order states that any party, including but not limited to persons who receive Confidential or Highly Confidential Information, shall agree that all communications, including comments, concerns, negotiations and /or other discussions with SONORA relating to the Confidential or Highly Confidential Information and/or the Offer of Financial Assistance will be handled solely by counsel for SONORA. I understand as well that each party, including but not limited to persons who receive Confidential or Highly Confidential Information, shall expressly agree that any of its officers, agents, principals and assigns shall not contact any officers, agents, principals, investors and assigns of SONORA or its affiliate Sonora-Arizona Internacional S.A. de C.V. to discuss the Confidential or Highly Confidential Information or the Offer of Financial Assistance except through counsel as agreed to above. I hereby specifically agree to the obligations set forth in the two preceding sentences.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that SONORA 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.

Signed _____

Position: _____

Affiliation: _____

Dated: _____

**UNDERTAKING
HIGHLY CONFIDENTIAL MATERIAL**

As [outside counsel] [consultant] for _____, for which I am acting in this proceeding, I certify that I have read the Protective Order governing the filing of Highly Confidential Information in Docket No. AB-1081X, understand the same, and agree to be bound by its terms. I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any documents designated "Highly Confidential", that I will limit my use of those documents and the information they contain to this proceeding, and any judicial review proceedings arising herefrom, that I will take all necessary steps to assure that said documents and information will 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 documents or information by personnel of my client, its subsidiaries, affiliates or owners, and that at the conclusion of this proceeding and any judicial review proceedings 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 outside counsel may retain file copies of pleadings filed with the Board. I further understand that I must destroy all notes or documents containing such highly confidential information in compliance with the terms of the Protective Order. Under no circumstances will I permit access to documents designated "Highly Confidential" by, or disclose any information contained therein to, any persons or entities for which I am not acting in this proceeding. I understand further that the Protective Order states that any party, including but not limited to persons who receive Confidential or Highly Confidential Information, shall agree that all communications, including comments, concerns, negotiations and /or other discussions with SONORA relating to the Confidential or Highly Confidential Information and/or the Offer of Financial Assistance will be handled solely by counsel for SONORA. I understand as well that each party, including but not limited to persons who receive Confidential or Highly Confidential Information, shall expressly agree that any of its officers, agents, principals and assigns shall not contact any officers, agents, principals, investors and assigns of the SONORA or its affiliate Sonora-Arizona Internacional S.A. de C.V. to discuss the Confidential or Highly Confidential Information or the Offer of Financial Assistance except through counsel as agreed to above. I hereby specifically agree to the obligations set forth in the two preceding sentences.

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Signed _____ Dated: _____

Position: _____

Affiliation: _____

ND: 4826-1816-8832, Ver 1

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of February, 2006, a copy of the foregoing MOTION OF SONORA-ARIZONA INTERNATIONAL, LLC FOR A PROTECTIVE ORDER PURSUANT TO 4 U.C.F.R. § 1104.14 was served by first class mail, postage prepaid, upon:

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