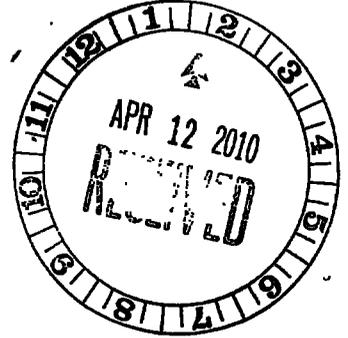


226798

BEFORE THE SURFACE TRANSPORTATION BOARD

FINANCE DOCKET

35365



MICHAEL WILLIAMS

- CONTROL EXEMPTION -

ST MARIES RIVER RAILROAD, INC.

Motion for Protective Order
of Michael Williams

Pursuant to 49 C.F.R. 1104.14(b), Michael Williams ("Williams") hereby requests that the Board issue a protective order allowing Williams to file under seal the executed unredacted Stock Purchase Agreement ("SPA") dated as of February 17, 2010, between Williams and Potlatch Land & Lumber, LLC ("Potlatch") which is the subject of this proceeding.

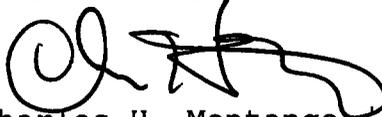
Williams is filing herewith a notice of exemption pursuant to 49 C.F.R. 1130.2(d)(2) for Williams' acquisition of control of St. Maries River Railroad, Inc., a Class III rail carrier and a wholly-owned Potlatch subsidiary. Williams has attached a redacted version of the SPA as Exhibit 2 to its notice of exemption pursuant to 49 C.F.R. 11380.6(a)(7)(ii) and has filed the unredacted agreement under seal, subject to this request for protective order. The SPA has been the subject of extensive private negotiations between the parties, and contains commercially sensitive and confidential information the public

release of which could cause competitive or other injury to Williams and/or Potlatch. Public disclosure of the unredacted agreement also is not necessary for the consideration or disposition of Williams' notice of exemption.

Williams accordingly requests that the Board accept the unredacted SPA for filing under seal and adopt the proposed protective order contained in the appendix hereto to govern access to the unredacted agreement. This approach is consistent with that taken by the Board in similar circumstances. E.g., Pinsky Railroad Company - Control Exemption - The Prescott and Northwestern Railroad Company, F.D. 35292, served Oct. 6, 2009 (involving another Potlatch subsidiary); Genesee & Wyoming, Inc. - Control Exemption - Columbus and Greenville Railway Company, F.D. 35139, served May 23, 2008; Progressive Rail, Inc. - Acquisition of Control Exemption - Central Midland Railway Company, F.D. 35051, served July 6, 2007.

For the reasons stated, Williams moves that the Board adopt the protective order contained in the appendix hereto.

Respectfully submitted,



Charles H. Montange
426 NW 162d St.
Seattle, WA 98177
206-546-1936
Attorney for Michael Williams
and Williams Group LLC

Dated: April 9, 2010

Appendix

Protective Order

1. For the purposes of this Protective Order, "Confidential Information" means the unredacted Stock Purchase Agreement between Michael Williams ("Williams") and Potlatch Land & Lumber, LLC ("Potlatch"), filed under seal on or about April 12, 2010 in STB Finance Docket No. 35363.

2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to Williams 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 competitive purpose.

3. Confidential information shall not be disclosed in any way or to any person without the written consent of Williams or an order of the Board, except to outside counsel or consultants of parties to these proceedings, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such outside counsel or consultant 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 Williams at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

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 CFR 1104.14.

6. If any party intends to use 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 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 Information, and (ii) request 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 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 Michael Williams in STB Finance Docket No. 35363 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 preservation of evidence and argument in STB Finance Docket No. 35363 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 understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking, and that Williams 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: _____