

***Surface Transportation Board
Washington, D.C. 20423-0001***

301913

Office of Economics

ENTERED
Office of Proceedings
April 9, 2021
Part of
Public Record

March 25, 2021

Mr. David L. Meyer
Law Office of David L. Meyer
1105 S Street, N.W.
Washington, D.C. 20009

Re: Waybill Request WB21-24 & FD36500

Dear Mr. Meyer:

The Surface Transportation Board (STB or Board) has received your request under 49 C.F.R. § 1244.9(b)(4) dated March 22, 2021 for permission to access the confidential Carload Waybill Sample (CCWS) with unmasked revenues in connection with FD 36500, Canadian Pacific Railway Limited, Et al. – Control – Kansas City Southern, et al., on behalf of Applicants Canadian Pacific and Kansas City Southern. Specifically, you request the unmasked 2015-2020 CCWSs for all records and fields.

Based on the explanations and justifications contained in your request, you will be authorized to access the requested data for use in the FD36500 proceeding. Specifically, I will grant you, in accordance with 49 C.F.R. § 1244.9(b)(4), access to the 2015-2019 unmasked costed waybill samples. The 2020 costed waybill sample will be released to you once it becomes available. These datasets may only be used for purposes of this proceeding. See 49 C.F.R. § 1244.9(b)(4)(v).

The approval for FD36500 becomes effective when signed agreements from the individuals listed below are received by the STB:

- a) Law Office of David L. Meyer*
- b) Sullivan & Cronwell LLP*
- c) Baker & Miller PLLC*
- d) Mr. W. Robert Majure – Cornerstone Research*
- e) Mr. James B. Boswell – Cornerstone Research*
- f) Mr. Brad T. Howells – Cornerstone Research*
- g) Mr. Charis Katsiardis – Cornerstone Research*
- h) Mr. Lorenzo Michelozzi – Cornerstone Research*
- i) Ms. Julia Y. Reinhold – Cornerstone Research*
- j) Ms. Ashley B. Vissing – Cornerstone Research*
- k) Mr. Joseph Young – Cornerstone Research*
- l) Mr. Michael Baranowski – FTI Consulting*
- m) Mr. Benton Fisher – FTI Consulting*

- n) Mr. Naga Sai Achyuth Kundeti – FTI Consulting*
- o) Mr. Prabakaran Ponnuthurai – FTI Consulting*
- p) Mr. Shane Vyskocil – FTI Consulting*
- q) Mr. Nathan Zebrowski – FTI Consulting*
- r) Dr. William Huneke*
- s) Mr. Bengt Muten – IHS Markit*
- t) Mr. Paul Ciannavei – IHS Markit*
- u) Mr. Paul Bingham – IHS Markit*
- v) Ms. Mania Flaskou – IHS Markit*
- w) Mr. Karlis Pujats – IHS Markit*
- x) Mr. Jing K. Goh – Cornerstone Research*
- y) Mr. Gang Lyu – Cornerstone Research*

The expiration date for this agreement is March 31, 2022. Unless you seek and obtain a renewal from the STB, this agreement upon expiration obligates you to return or destroy all copies of the data as described in item 7 of the agreement.

Several aspects of the CCWS limit the conclusions that may be drawn from analysis of the CCWS: 1) the CCWS is a sample, and 2) the CCWS is based on terminating shipments from relatively large carriers. Only those railroads with more than 4,500 annual terminating carloads are included in the sample. The limited sampling of small railroads may have a substantial effect on studies covering areas served predominately by non-sampled railroads. For additional information on the CCWS, see *Reference Guide* @ <https://prod.stb.gov/reports-data/waybill/> on the Board's website.

The rules for release of waybill data are codified at 49 C.F.R. § 1244.9. The CCWS contains confidential shipper and railroad data. As a result, the CCWS is commercially sensitive and has the potential to cause competitive harm to shippers and railroads if disclosed. Therefore, the following agreement must be signed, and a copy of the signature pages returned to the STB, before any waybill data can be used.

Your signature acknowledges your agreement to comply with the following:

1. You will use the CCWS data released to you solely for purposes of the proceeding identified above. Such purposes include any judicial review arising from that proceeding.

Waybill Agreement WB21-24

2. Absent permission from the STB, you shall make the information contained in the CCWS (including work product and analyses derived from the CCWS) available only to the individuals identified above. The STB may approve access for additional individuals for purposes of the proceeding. In general, such individuals must be outside counsel in this proceeding, transportation practitioners, and those individuals working with or assisting such counsel or practitioners who are not regular employees of the party represented, who have a need to know, review, or handle the CCWS for purposes of the proceeding, including testifying and consulting experts. Each such additional individual must review and sign this agreement and return a copy of the signature page to the STB.
3. Pleadings and evidence filed with the Board in the proceeding may contain CCWS data (including work product and analyses derived from the CCWS). Unless data in the pleadings and evidence are aggregated to the level of at least three shippers and will prevent the identification of an individual railroad, the pleadings and evidence must be filed with the Board under confidential filing procedures (both in e-filing and paper submissions). Such pleadings and evidence should be appropriately marked to indicate that they contain confidential Waybill data and, if submitted in paper or on physical media, be in a package clearly marked on the outside "Highly Confidential Material: Contains Waybill Data." Such pleadings will not be posted in the publicly available docket. A public version of the pleading and evidence that redacts unaggregated CCWS data should also be filed for posting in the public docket.
4. Pleadings and evidence (and underlying workpapers) containing CCWS data (including work product and analyses derived from the CCWS) may be disclosed only to outside counsel or other independent representatives for other parties to the proceeding who have signed an agreement with the Board that grants them access to the underlying CCWS data.
5. CCWS data may be disclosed to the reviewing court in briefs filed or oral argument made in connection with judicial review arising from the proceeding, but the party making such disclosure must take adequate steps to maintain the confidentiality of the data by filing pleadings under seal and seeking confidential treatment of the data at oral argument (and in any transcripts). Counsel who wish to access CCWS data for purposes of participating in judicial review arising from the proceeding must have signed an agreement with the Board that grants access to the data, and may be added pursuant to paragraph 2 above.
6. Except as provided in paragraph 4 above, you will refer any requests for CCWS data in your possession (including work product and analyses derived from the CCWS) to the STB for processing and will inform the requesting party of such referral to the STB. If you are compelled by law or order of a governmental or

Waybill Agreement WB21-24

judicial body to release CCWS data, you shall notify the Board in writing within three days of any determination that CCWS data must be released, and in no event later than five days before the CCWS data is scheduled to be released.

7. In order to retain access to the CCWS beyond the expiration date specified above, you must submit a written request for an annual extension of the agreement no later than thirty days prior to the expiration date and the renewal request must be approved by the Office of Economics. **If an annual agreement is not signed and approved, you must certify by no later than the expiration date that all CCWS data (including all work product and analyses derived from the CCWS) obtained under this agreement has been destroyed or returned to the STB.** Notwithstanding the foregoing, outside counsel (but not outside consultants or transportation practitioners) for each party may retain file copies of all pleadings and evidence filed with the Board and file copies of all work product. The non-disclosure requirements of this agreement shall continue to apply to such file copies for as long as they are retained.
8. Failure to request an extension (if necessary), or destroy or return CCWS data when required, may prevent any future release of CCWS data to you. Violations of this agreement may subject you to sanctions by the Board.

After all parties have signed and returned this agreement, please contact Mr. Dusenberry (202) 245-0319 to make the necessary arrangements to have a copy of the data sent to you. The STB will provide the data by email through file transfer protocol.

Sincerely,

William Brennan

William Brennan, PhD
Chief Economist & Director,
Office of Economics

Waybill Agreement WB21-24

I have read and understand the conditions for release of the CCWS data. I agree to comply fully with these conditions and the provisions of this confidentiality agreement. No later than thirty days before the agreement expires, I will request an extension of this agreement, if necessary. If no extension is requested, I will return or destroy all CCWS data and certify that I have done so. I have the authority to sign this agreement.

By: Law Office of David. Meyer


Signature

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By: Sullivan & Cronwell LLP

Sophia Vandergrift

Signature

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By: Baker & Miller PLLC

William A Mullins

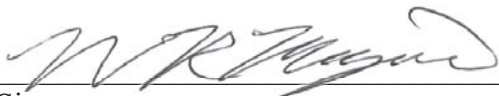
Signature

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By: ~~Robert W. Majure~~

W. Robert Majure



Signature

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By: James B. Boswell

Blake Boswell

Signature

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By: Brad T. Howells

Signature

A handwritten signature in black ink, appearing to read 'B. Howells', is written over a horizontal line. The signature is stylized with a large initial 'B' and a long, sweeping underline.

Waybill Agreement WB21-24

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By: ~~Charis Katsiardinis~~

Charalampos ("Charis") Katsiardinis

Charalampos Katsiardinis

Signature

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By: Lorenzo Michelozzi

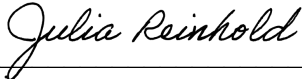
A handwritten signature in black ink, reading "Lorenzo Michelozzi". The signature is written in a cursive style with a horizontal line underneath it.

Signature

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By: Julia Y. Reinhold



Signature

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By: Ashley B. Vissing



Signature

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By: Joseph Young

A handwritten signature in cursive script that reads "Joseph Young". The signature is written in black ink and is positioned above a horizontal line.

Signature

Waybill Agreement WB21-24

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By: Michael Baranowski

A handwritten signature in cursive script that reads "Michael Baranowski".

Signature

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By: Benton Fisher

A handwritten signature in blue ink that reads "Benton V. Fisher". The signature is written in a cursive style with a large initial 'B'.

Signature

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By: Naga Sai Achyuth Kundeti

K Naga Sai Achyuth
Signature

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By: Prabakaran Ponnuthurai



Signature

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By: Shane Vyskocil

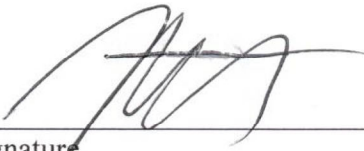
A handwritten signature in dark ink, appearing to read 'Shane Vyskocil', is written over a horizontal line.

Signature

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By: Nathan Zebrowski



Signature

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By: Dr. William Huneke

William F Huneke

Signature

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By: Bengt Muten

A handwritten signature in black ink, appearing to be 'Bengt Muten', written over a horizontal line. The signature is stylized with a large initial 'B' and a long, sweeping horizontal stroke.

Type text here

Signature

Waybill Agreement WB21-24

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By: Paul Ciannavei

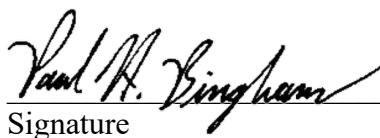


Signature

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By: Paul Bingham

A handwritten signature in black ink, reading "Paul H. Bingham", is written over a horizontal line. The signature is cursive and stylized.

Signature

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By: Mania Flaskou

Mania Flaskou

Signature

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By: Karlis Pujats



Signature

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By: Jing K. Goh

A handwritten signature in cursive script that reads "Jing Kun Goh".

Signature

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By: Gang Lyu

A handwritten signature in cursive script that reads "Gang Lyu".

Signature

LAW OFFICE OF DAVID L. MEYER

www.MEYERLAWDC.COM

1105 S STREET, N.W.
WASHINGTON, D.C. 20009
202-294-1399

March 22, 2021

BY EMAIL

Dr. William Brennan [william.brennan@stb.gov]
Director/Chief Economist
Office of Economics
U.S. Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423

Re: Finance Docket No. 36500, Canadian Pacific Railway Limited, et al. – Control – Kansas City Southern, et al.

Dear Dr. Brennan:

I write on behalf of Applicants Canadian Pacific and Kansas City Southern,¹ which have today filed their Notice of Intent to File an Application seeking STB authorization for Canadian Pacific's control of Kansas City Southern and its U.S. rail carrier affiliates. Applicants have also filed a Motion for Protective Order in this proceeding.

Pursuant to 49 C.F.R. § 1244.9(b)(4), we hereby request that Applicants' outside counsel and consultants in the above-referenced proceeding be authorized to obtain and use certain confidential STB Waybill Sample data. Those outside counsel and consultants, none of whom is a regular employee of Applicants, are the following:

1. Law Office of David L. Meyer and supporting contractors
2. Sullivan & Cromwell LLP and its employees
3. Baker & Miller PLLC and its employees
4. Robert W. Majure (affiliated with Cornerstone Research)

¹ Applicants are Canadian Pacific Railway Ltd. ("Canadian Pacific"), Canadian Pacific Railway Company, and their U.S rail carrier subsidiaries Soo Line Railroad Company, Central Maine & Quebec Railway US, Inc., Dakota, Minnesota & Eastern Railroad Corporation, and Delaware and Hudson Railway Company, Inc. and Kansas City Southern and its U.S. rail carrier subsidiaries The Kansas City Southern Railway Company, Gateway Eastern Railway Company, and The Texas Mexican Railway Company.

Dr. William Brennan
March 22, 2021
Page 2

5. Selected employees of Cornerstone Research (see Attachment A)
6. Selected employees of FTI Consulting (see Attachment B)
7. Dr. William Huneke
8. Bengt Mutén selected employees of IHS Markit (see Attachment C)

We request access to carload waybill data covering the period 2015 through 2019 (including all records, all fields, and confidential unmasked revenues) for all traffic. We also request access to comparable data for 2020 when it becomes available. The purpose of this request is to allow Applicants' counsel and consultants to prepare the various analyses and evidence required by 49 C.F.R. Part 1180 in support of their planned Application. The requested data are essential to the preparation, *inter alia*, of the market and traffic impact analyses required by 49 C.F.R. §§ 1180.6(a)(2)(i) and 1180.7, as the STB Waybill Sample is the only single source of the data permitting a complete analysis of these issues.

We understand that access to these data will be granted pursuant to the terms of a protective order, solely for the purposes of this proceeding and any related litigation, and only after execution of appropriate confidentiality undertakings. In accordance with 49 C.F.R. § 1244.9(b)(1), any evidence drawn from the STB Waybill Sample will remain confidential, and will be submitted only to the Board unless the evidence is aggregated to the level of at least three shippers and will prevent the identification of an individual railroad.

I will be submitting payment of \$1,603.00 to the STB's electronic payment system at pay.gov, reflecting the fixed fee of \$200 plus \$61 per person for each individual (a total of 23 outside counsel and consultants. 49 C.F.R. § 1002.2(f)(98)(i).

Please do not hesitate to contact me at (202) 294-1399 if you have any questions regarding this request.

Sincerely,



David L. Meyer
Law Office of David L. Meyer

Counsel for Canadian Pacific

cc: Alexander Dusenberry [alexander.dusenberry@stb.gov]
William A. Mullins (counsel for Kansas City Southern) [wmullins@bakerandmiller.com]

Attachments

ATTACHMENT A
SELECTED PERSONNEL AT CORNERSTONE RESEARCH

1. James B. Boswell (principal data scientist)
2. Brad T. Howells (principal)
3. Charis Katsiardis (associate)
4. Lorenzo Michelozzi (senior manager)
5. Julia Y. Reinhold (analyst)
6. Ashley B. Vissing (associate)
7. Joseph Young (analyst)

ATTACHMENT B
SELECTED PERSONNEL AT FTI CONSULTING

1. Michael Baranowski
2. Benton Fisher
3. Naga Sai Achyuth Kundeti
4. Prabaharan Ponnuthurai
5. Shane Vyskocil
6. Nathan Zebrowski

ATTACHMENT C
SELECTED PERSONNEL AT IHS MARKIT

1. Bengt Mutén
2. Paul Ciannavei
3. Paul Bingham
4. Mania Flaskou
5. Karlis Pujats

From: CZorbaugh@bakerandmiller.com
To: [Dusenberry, Alexander](#)
Cc: [David Meyer](#)
Subject: WB 21-24 - FD 36500
Date: Friday, March 26, 2021 11:40:43 AM
Attachments: [WB21-24 FD36500 CPKCS SignedByDir.pdf](#)
[Additional Waybill Signature Pages.docx](#)

Good Morning Alexander,

As always, it was wonderful speaking with you this morning.

CP and KCS truly appreciates the Office of Economics prompt processing of our waybill request from March 22, 2022. Consistent with the letter from Director Brennan we have begun gathering the required signatures. In doing so, we noticed that two of the Cornerstone Research folks were inadvertently omitted from our prior request. Please accept our apologies for any inconvenience it may have caused you. As we discussed this morning, we need to add **Watson Goh and Gang Lyu** to the list of those granted access. For your convenience below is an updated list with the names of all Cornerstone folks that would need access the confidential waybill data. Following the template of your letter, I created the additional forms for the two additional Cornerstone Research folks to sign. We will pay the filing fee for adding these two individuals shortly and reply back to this email with the code confirming that payment has been made to pay.gov.

Once all the signatures have been gathered. We will email them over. Please let me know if there is anything else you need.

Stay safe, thanks again, and hopefully you will have some time to enjoy the weather today. It is beautiful out!

All My Best,

Crystal M. Zorbaugh
Attorney for Kansas City Southern

- Majure, Bob rmajure@cornerstone.com
- Howells, Brad BHowells@cornerstone.com
- Michelozzi, Lorenzo LMichelozzi@cornerstone.com
- Vissing, Ashley AVissing@cornerstone.com
- Katsiardis, Charis charis.katsiardis@cornerstone.com
- **Lyu, Gang** GLyu@cornerstone.com
- Reinhold, Julia jreinhold@cornerstone.com
- **Goh, Watson** watson.goh@cornerstone.com
- Young, Joseph joseph.young@cornerstone.com
- Boswell, Blake BBoswell@cornerstone.com

Crystal M. Zorbaugh
Associate Attorney
Baker and Miller PLLC
Suite 300
2401 Pennsylvania Ave, N.W.
Washington, D.C. 20037
(202) 663-7831 (Direct)
(202) 663-7849 (Fax)

The above message may be privileged, confidential and protected from disclosure by attorney/client, work product or other privileges. If you believe that it has been sent to you in error, do not read it. Please reply to the sender that you have received the message in error. Then delete it. Thank you.