

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

ENTERED
Office of Proceedings
June 15, 2022
Part of
Public Record

Office of Economics

June 3, 2022

Mr. Paul A. Cunningham
Harkins Cunningham LLP
1750 K Street, NW, Suite 400
Washington, DC 20006

Re: Waybill Request WB22-29 & FD36500

Dear Mr. Cunningham:

The Surface Transportation Board (STB or Board) has received your June 1, 2022 extension request, filed on behalf of on behalf of CSX Transportation (CSXT), for permission to retain access to the confidential Carload Waybill Sample (CCWS) data covered by your access letter in WB21-37. You seek approval for continued use of the data under 49 C.F.R. § 1244.9(b)(4) in connection with FD 36500, Canadian Pacific Railway Limited, Et al. – Control – Kansas City Southern, et al, Specifically, you request extended access to the unmasked 2015-2020 CCWSs for all records and fields.

Your extension is granted for continued access to the data in connection with the above proceedings. ***This approval becomes effective when signed agreements from the individuals listed below are received by the STB:***

- a) *Paul A. Cunningham – Harkins Cunningham LLP*
- b) *Eitan Ezra – Harkins Cunningham LLP*
- c) *Jill Collins – Harkins Cunningham LLP*
- d) *Anne Sullivan – Harkins Cunningham LLP*
- e) *Neill Kling – Harkins Cunningham LLP*
- f) *Brett Chapdelaine – Harkins Cunningham, LLP*
- g) *Kent A. Gardiner – Crowell & Moring LLP*
- h) *Ryan Tisch – Crowell & Moring LLP*
- i) *Luke Van Houwelingen – Crowell & Moring LLP*
- j) *Drake Morgan – Crowell & Moring LLP*
- k) *Connor Ahearn – Crowell & Moring LLP*
- l) *Louis E. Gitomer – Law Office of Louis E. Gitomer, LLC*
- m) *Ramsey Shehadeh – NERA Economic Consulting*
- n) *Robert Lauer – NERA Economic Consulting*
- o) *Johannes Mattke – NERA Economic Consulting*
- p) *Wilson Gubernick – NERA Economic Consulting*
- q) *Bharat Ramkrishnan – NERA Economic Consulting*

- s) *Julie Carey – NERA Economic Consulting*
- t) *Edward Lannan – NERA Economic Consulting*
- u) *Al Bremser – NERA Economic Consulting*
- v) *Ethan Caspi – NERA Economic Consulting*
- w) *Julia Williams – NERA Economic Consulting*
- x) *Heiner Lindenlaub – NERA Economic Consulting*
- y) *Jinny (Yejin)Ko – NERA Economic Consulting*
- z) *Jacob Carrasco – NERA Economic Consulting*

The expiration date for this agreement is June 30, 2023. 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.
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.

Waybill Agreement WB22-29

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 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**

Waybill Agreement WB22-29

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.

Prior payment of processing and mailing cost of **\$174**(\$58 per signature of a new individual) is required. Payment can be made through the Board's electronic payment system, Pay.gov. Your payment through Pay.gov will generate a unique Pay.gov transaction number, which you will need to provide with your signed agreement. Pay.gov accepts payment through bank accounts, credit cards, debit cards with a MasterCard or Visa logo, and digital wallet. Payment can also be made directly to the Board via check or money order. After all parties have signed and returned this agreement, along with the payment, the extension is granted

Sincerely,

William Brennan

William Brennan, PhD
Chief Economist & Director
Office of Economics

Waybill Agreement WB22-29

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: Paul A. Cunningham

A handwritten signature in blue ink that reads "Paul A. Cunningham". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Signature

Waybill Agreement WB22-29

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: Eitan Ezra

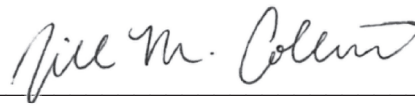
A handwritten signature in cursive script that reads "Eitan Ezra".

Signature

Waybill Agreement WB22-29

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: Jill Collins

A handwritten signature in cursive script that reads "Jill M. Collins". The signature is written in dark ink and is positioned above a horizontal line.

Signature

Waybill Agreement WB22-29

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: Anne Sullivan

Anne Sullivan

Signature

Waybill Agreement WB22-29

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: Neill Kling

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

Signature

Waybill Agreement WB22-29

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: Brett Chapdelaine

A handwritten signature in black ink, appearing to read "Brett Chapdelaine", written over a horizontal line.

Signature

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: Kent A. Gardiner

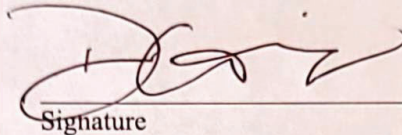


Signature

Waybill Agreement WB22-29

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By: Ryan Tisch

A handwritten signature in black ink, appearing to read 'Ryan Tisch', is written over a horizontal line.

Signature

Waybill Agreement WB22-29

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: Luke Van Houwelingen



Signature

Waybill Agreement WB22-29

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By: Drake Morgan

/s/ Drake Morgan

Signature

Waybill Agreement WB22-29

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: Connor Ahearn



Signature

Waybill Agreement WB22-29

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By: Louis E. Gitomer

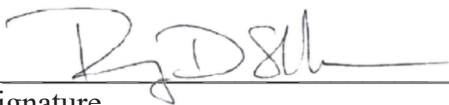


Signature

Waybill Agreement WB22-29

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By: Ramsey Shehadeh



Signature

Waybill Agreement WB22-29

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: Robert Lauer



Signature

Waybill Agreement WB22-29

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By: Johannes Mattke

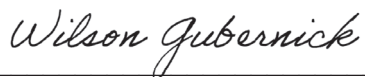
J. Mattke

Signature

Waybill Agreement WB22-29

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: Wilson Gubernick

A handwritten signature in cursive script that reads "Wilson Gubernick".

Signature

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: Bharat Ramkrishnan



Signature

Waybill Agreement WB22-29

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By: Julie Carey

A handwritten signature in black ink that reads "Julie M. Carey". The signature is written in a cursive style with a large, looped 'J' and a trailing flourish.

Signature

Waybill Agreement WB22-29

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: Edward Lannan

Edward Lannan

Signature

Waybill Agreement WB22-29

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By: Al Bremser

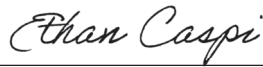
A handwritten signature in black ink, appearing to read "Al Bremser", written over a horizontal line.

Signature

Waybill Agreement WB22-29

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: Ethan Caspi

A handwritten signature in cursive script that reads "Ethan Caspi".

Signature

Waybill Agreement WB22-29

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: Julia Williams

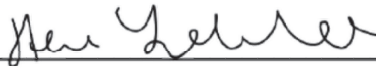


Signature

Waybill Agreement WB22-29

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: Heiner Lindenlaub



Signature

Waybill Agreement WB22-29

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: Jinny (Yejin) Ko

A handwritten signature in black ink, appearing to read 'Jinny Ko', written over a horizontal line.

Signature

Waybill Agreement WB22-29

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: Jacob Carrasco

Jacob Carrasco

Signature

From: jcollins@harkinscunningham.com <jcollins@harkinscunningham.com>
Sent: Wednesday, June 15, 2022 10:07 AM
To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>
Cc: pac@harkinscunningham.com; eme@harkinscunningham.com
Subject: RE: WB22-29 FD36500 Harkins Cunningham-CSX Extension Approval

Dear Mr. Dusenberry,

I have attached an executed copy of the WB22-29 extension approval.
Also attached is a receipt for the 3 new NERA members added to the waybill access.

Just a reminder, I edited out Darlene Rogers from WB22-29 as she no longer works for NERA (See 06/09/2022 02:46 PM email exchange).

Thank you,
Best,
Jill Collins

*Paralegal
Harkins Cunningham, LLP*

From: "Dusenberry, Alexander" <Alexander.Dusenberry@stb.gov>
To: "jcollins@harkinscunningham.com" <jcollins@harkinscunningham.com>
Date: 06/03/2022 11:37 AM
Subject: RE: WB22-29 FD36500 Harkins Cunningham-CSX Extension Approval

Ms. Collins,

The attached letter has been recreated/signed to include the three new people listed below. It is \$174 (58*3) to add 3 new individuals. When using pay.gov please use WB22-29 as the fee type number.

Please return the confidentiality agreements and confirmation of payment to me. Once returned, your extension will be complete.

Any other questions or concerns please feel free to contact me.

Happy Friday,
Alexander Dusenberry
Alexander.Dusenberry@stb.gov
(202)245-0319

From: jcollins@harkinscunningham.com <jcollins@harkinscunningham.com>
Sent: Friday, June 3, 2022 11:17 AM
To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>
Subject: Re: WB22-29 FD36500 Harkins Cunningham-CSX Extension Approval

Hello,

Thank you for the new confidentiality agreements. I will start gathering signatures.

I was just notified that we will also need to add 3 new persons to the waybill extension WB22-29:

Heiner Lindenlaub
Jinny (Yejin) Ko
Jacob Carrasco

Could you send signature pages for the following individuals and I will pay the fee for 3 new people? I can easily combine the attached extension request with any new confidentiality agreements.

Jill Collins

*Paralegal
Harkins Cunningham, LLP*

From: "Dusenberry, Alexander" <Alexander.Dusenberry@stb.gov>
To: "jcollins@harkinscunningham.com" <jcollins@harkinscunningham.com>
Cc: "eme@harkinscunningham.com" <eme@harkinscunningham.com>, "pac@harkinscunningham.com" <pac@harkinscunningham.com>
Date: 06/03/2022 11:02 AM
Subject: WB22-29 FD36500 Harkins Cunningham-CSX Extension Approval

All,

Please see attached the approval letter for your extension request. Please return the confidentiality agreements to me. Once returned, your extension will be complete.

Any other questions or concerns please feel free to contact me.

Happy Friday,
Alexander Dusenberry
Alexander.Dusenberry@stb.gov
(202)245-0319

From: jcollins@harkinscunningham.com <jcollins@harkinscunningham.com>
Sent: Thursday, June 2, 2022 1:15 PM
To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>
Cc: eme@harkinscunningham.com; pac@harkinscunningham.com
Subject: RE: Adding Individuals to Waybill Agreement WB21-37

Hello,

No problem, thank you for the clarification. Everyone currently on WB21-37 should be granted extension and moved over to the new WB22-29.

Thank you,

Jill Collins

Paralegal

Harkins Cunningham, LLP

From: "Dusenberry, Alexander" <Alexander.Dusenberry@stb.gov>
To: "jcollins@harkinscunningham.com" <jcollins@harkinscunningham.com>
Cc: "pac@harkinscunningham.com" <pac@harkinscunningham.com>, "eme@harkinscunningham.com" <eme@harkinscunningham.com>
Date: 06/02/2022 01:09 PM
Subject: RE: Adding Individuals to Waybill Agreement WB21-37

Ms. Collins,

Sorry for the confusion. I have since been corrected.

Since WB21-37 expired on May 31, 2022, the addition of the four new individuals should not be done to WB21-37. The addition of the four individuals would be granted in the extension letter that extends the access to WB21-37 for another year. I have generated a new WB## of WB22-29 which will be for the extension of WB21-37.

Please let me know which individuals from WB21-37 (in addition to the four new individuals) that will be needing their waybill access extended. Once received, I will create the extension approval letter along with the agreements for everyone to sign. I will use the payment already received in WB21-37 for W22-29. The extension letter will have no fee associated with it as long as it is the same individuals being granted the extension.

Sorry once again for the confusion.

Have a nice day,
Alexander Dusenberry
Alexander.Dusenberry@stb.gov
(202)245-0319

From: jcollins@harkinscunningham.com <jcollins@harkinscunningham.com>
Sent: Thursday, June 2, 2022 11:49 AM
To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>
Subject: RE: Adding Individuals to Waybill Agreement WB21-37

Hello Mr. Dusenberry,

The 4 new individuals that I just paid for have never had access so I was assuming they do not need the extension, but I might be incorrect about how the waybill process works. Regarding the 8 individuals from the May 26, 2021 agreement, I only listed those 8 because they were on that original agreement, and its been a full year only for them. Does everyone added to WB 21-37 (anyone who is working at or with CSXT), even if they were added months after the original 8 got approval, need to be included on the extension?

Jill Collins

Paralegal
Harkins Cunningham, LLP

From: jcollins@harkinscunningham.com <jcollins@harkinscunningham.com>
Sent: Wednesday, June 1, 2022 5:05 PM
To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>
Subject: RE: Adding Individuals to Waybill Agreement WB21-37

Dear Mr. Dusenberry,

Attached are the receipt of payment as well as the signatures for the 4 new people to gain waybill access.

Let me know if we need to do anything further to extend the expired access of other Harkins Cunningham people that I mentioned in my earlier 11:01am email.

From: jcollins@harkinscunningham.com <jcollins@harkinscunningham.com>
Sent: Wednesday, June 1, 2022 9:23 AM
To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>
Cc: pac@harkinscunningham.com
Subject: Adding Individuals to Waybill Agreement WB21-37

Good morning Mr. Dusenberry,

I am reaching out to request blank waybill agreements in WB21-37 related to FD36500 for the following individuals:

1. Brett Chapdelaine- Harkins Cunningham, LLP
2. Ramsey Shehadeh- NERA Economic Consulting
3. Robert Lauer- NERA Economic Consulting
4. Johannes Mattke- NERA Economic Consulting

Please let me know if you have any questions or need additional information.

Best,
Jill Collins

Paralegal
Harkins Cunningham, LLP