

CHARLES H. MONTANGE  
ATTORNEY AT LAW  
426 NW 162ND STREET  
SEATTLE, WASHINGTON 98177  
(206) 546-1936  
FAX: (206) 546-3739

305473

ENTERED  
Office of Proceedings  
October 13, 2022  
Part of  
Public Record

For filing: 13 October 2022

E-Filing

Ms. Cynthia T. Brown  
Chief, Section of Administration  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423

Re: STB Docket AB 1305X  
Great Redwood Trail Agency, formerly named North Coast  
Railroad Authority (an agency of the State of California) –  
Abandonment Exemption – in Mendocino, et al. Counties, CA

Dear Ms. Brown:

The Surface Transportation Board today served a protective order in the above proceeding that for practical purposes requires execution of an “undertaking” for (among others) outside counsel of a party to receive and to review information another party (presumably Mendocino Railway) designates as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in this proceeding. In order to ensure that Mendocino Railway expeditiously serves me as designated recipient for service for my client (Great Redwood Trail Agency) with all documents it designates for some form of confidential treatment, I hereby supply the Board for filing in this proceeding duly executed versions of the Exhibit A undertaking and the Exhibit B undertaking. All parties to the proceeding should duly take notice that I am now qualified under the protective order to receive information designated for confidential treatment.

By my signature below, I certify service on the October 13, 2022, upon all parties currently listed in the Board's docket list for this docket by email attachment.

Thank you for your assistance in this matter.

Respectfully submitted,

*s/Charles H. Montange*

Charles H. Montange  
For GRTA/NCRA

Att: Executed versions of Exhibits A and B to the protective order  
served October 13 in AB 1305X

cc. All parties (with att.)

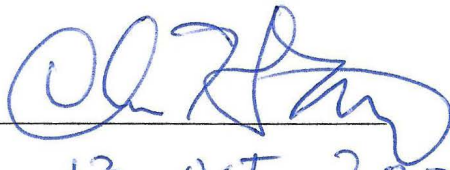
**Exhibit A**

**UNDERTAKING—CONFIDENTIAL MATERIAL**

I, Charles H. Montague, have read the Protective Order governing the production and use of Confidential Information and Confidential Documents in Docket No. AB 1305X, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in Docket No. AB 1305X, and/or in any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this Proceeding (including any proceeding or administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as "CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that parties producing confidential information or confidential documents 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: \_\_\_\_\_



Dated: \_\_\_\_\_

13 Oct 2022

## Exhibit B

## UNDERTAKING—HIGHLY CONFIDENTIAL MATERIAL

I, Charles H. Montano, am outside [counsel] [consultant] for Great Redwood Trail Agency for whom I am acting in this proceeding. I have read the Protective Order governing the production and use of Confidential Information and Confidential Documents in Docket No. AB 1305X, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in Docket No. AB 1305X, and any related proceedings before the Surface Transportation Board, or any judicial review proceedings in connection with Docket No. AB 1305X, and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed undertakings in the form hereof.

I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any information or documents designated or stamped as "HIGHLY CONFIDENTIAL," that I will take all necessary steps to assure that said information or documents 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 materials or information by employees of my client or its subsidiaries, affiliates, or owners, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting information or documents designated or stamped as "HIGHLY CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this undertaking and that parties producing confidential information or confidential documents shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for 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:   
Outside [counsel] [consultant]

Dated: 13 Oct 2022