

Kirkpatrick & Lockhart LLP

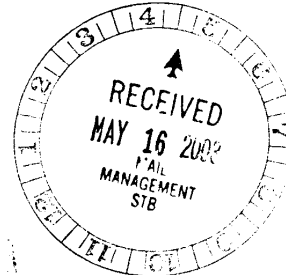
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May 16, 2003

VIA HAND DELIVERY

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

ENTERED
Office of Proceedings
MAY 17 2003
Part of
Public Record



Re: Docket No. AB-279 (Sub-No. 3) - 207832
Canadian National Railway Company -- Adverse Discontinuance -- Lines of
Bangor and Aroostook Railroad Company and Van Buren Bridge Company
in Aroostook County, Maine

Docket No. AB-124 (Sub-No. 2) - 207833
Waterloo Railway Company -- Adverse Abandonment -- Lines of Bangor
and Aroostook Railroad Company and Van Buren Bridge Company in
Aroostook County, Maine

Dear Secretary Williams:

Enclosed for filing in the above-captioned proceedings are an original and ten copies of a **Motion for Protective Order**. The enclosed motion requests **Expedited Consideration** in order to facilitate the prompt disclosure and use of confidential and commercially sensitive information in this proceeding in accordance with the terms and conditions of the proposed protective order.

Should any questions arise regarding this filing, please feel free to contact me.
Thank you for your assistance on this matter.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Edward J. Fishman".

Edward J. Fishman
Attorney for Trustee of Bangor and
Aroostook Railroad Company, et al.

Enclosures

DC-574713 v1 0230220-0901

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-279 (Sub-No. 3)

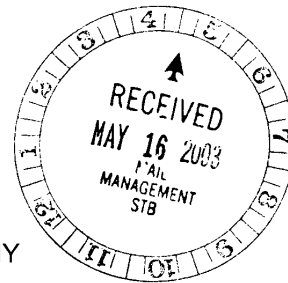
CANADIAN NATIONAL RAILWAY COMPANY
--ADVERSE DISCONTINUANCE --
LINES OF BANGOR AND AROOSTOOK RAILROAD COMPANY AND
VAN BUREN BRIDGE COMPANY
IN AROOSTOOK COUNTY, MAINE

DOCKET NO. AB-124 (Sub-No. 2)

WATERLOO RAILWAY COMPANY
-- ADVERSE ABANDONMENT --
LINES OF BANGOR AND AROOSTOOK RAILROAD COMPANY AND
VAN BUREN BRIDGE COMPANY
IN AROOSTOOK COUNTY, MAINE

MOTION FOR PROTECTIVE ORDER

EXPEDITED CONSIDERATION REQUESTED



ENTERED
Office of Proceedings
MAY 17 2003
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Public Record

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Attorney at Law
1200 Britania Lane
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Kevin M. Sheys
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(202) 778-9000

**ATTORNEYS FOR TRUSTEE OF BANGOR
AND AROOSTOOK RAILROAD COMPANY,
ET AL.**

Dated: May 16, 2003

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-279 (Sub-No. 3)

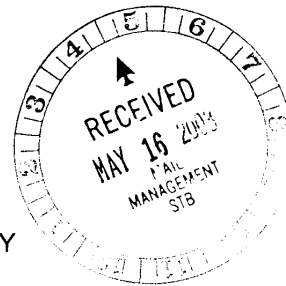
CANADIAN NATIONAL RAILWAY COMPANY
--ADVERSE DISCONTINUANCE --
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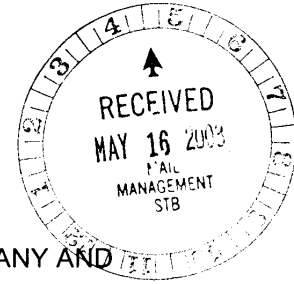
**ATTORNEYS FOR TRUSTEE OF BANGOR
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Dated: May 16, 2003

BEFORE THE
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DOCKET NO. AB-279 (Sub-No. 3)

CANADIAN NATIONAL RAILWAY COMPANY
--ADVERSE DISCONTINUANCE --
LINES OF BANGOR AND AROOSTOOK RAILROAD COMPANY AND
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DOCKET NO. AB-124 (Sub-No. 2)

WATERLOO RAILWAY COMPANY
-- ADVERSE ABANDONMENT --
LINES OF BANGOR AND AROOSTOOK RAILROAD COMPANY AND
VAN BUREN BRIDGE COMPANY
IN AROOSTOOK COUNTY, MAINE

MOTION FOR PROTECTIVE ORDER

Pursuant to 49 C.F.R. § 1104.14, James E. Howard, Chapter 11 Trustee of Bangor and Aroostook Railroad Company, Debtor (the "Trustee")¹ hereby submits this Motion for Protective Order ("Motion"). For the reasons stated below, the Trustee respectfully requests that the Surface Transportation Board (the "Board") issue a protective order in the form attached hereto as Attachment A to govern the disclosure and use of confidential and commercially sensitive information in these proceedings.

By decisions served on May 6, 2003, the Board ordered Canadian National Railway Company ("CN") and Fraser Papers, Inc. ("Fraser") to produce certain information sought by the Trustee in discovery. The Board's decisions specify that any

¹ James E. Howard is acting in his capacity at the Chapter 11 Trustee for the Bangor and Aroostook Railroad Company, Van Buren Bridge Company, Canadian American Railroad Company, Northern Vermont Railway Company and Newport & Richford Railroad Company. These railroads along with the Quebec Southern Railway Company, Ltd. ("QSR") are referred to herein collectively as the "BAR System." James E. Howard is not the Chapter 11 Trustee of QSR.

confidentiality issues arising from such production should be addressed through protective orders.

The proposed protective order attached hereto is designed to address any such confidentiality issues. The proposed protective order will facilitate the disclosure of any confidential or commercially sensitive information to the Trustee pursuant to the Board's decisions. In addition, the proposed protective order will ensure that the confidentiality and commercial sensitivity of any such information is maintained in any pleadings that may be filed in these proceedings.

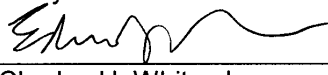
CN and Fraser have agreed to the terms of the attached protective order and have consented to this motion. CN has indicated that it anticipates forwarding responsive information to the Trustee by May 21, 2003. Fraser is still in the process of determining when it will forward responsive information to the Trustee. The Trustee requests expedited consideration of this Motion to ensure that the protective order is in place prior to production by CN and/or Fraser of any confidential or commercially sensitive information pursuant to the Board's May 6, 2003 decisions.

Conclusion

For the foregoing reasons, the Trustee respectfully requests that the Board adopt the proposed protective order attached hereto as Attachment A.

Respectfully submitted

By: _____


Charles H. White, Jr.
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1200 Britania Lane
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Washington, DC 20036
(202) 778-9000

**ATTORNEYS FOR TRUSTEE OF BANGOR &
AROOSTOOK RAILROAD COMPANY, ET.
AL.**

ATTACHMENT A

PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) "Confidential Documents" means documents and other tangible materials containing or reflecting Confidential Information.

(b) "Confidential Information" means traffic data (including but not limited to waybills, abstracts, study movement sheets, and any documents or computer tapes containing data derived from waybills, abstracts, study movement sheets, or other data bases, and cost workpapers), the identification of shippers and receivers in conjunction with shipper-specific or other traffic data, the confidential terms of contracts with shippers, confidential financial and cost data, and other confidential or proprietary business information.

(c) "Designated Material" means any documents designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in accordance with paragraphs 2 or 3 of this Protective Order, and any Confidential Information contained in such documents.

(d) "Proceedings" means those before the Surface Transportation Board ("Board") in Docket No. AB-279 (Sub-No. 3), Docket No. AB-124 (Sub-No.2), and any related proceedings before the Board, and any judicial review proceedings arising from Docket No. AB-279 (Sub-No. 3), Docket No. AB-124 (Sub-No. 2) or from any related proceedings before the Board.

2. If any person or entity determines that any part of a discovery request or response, of a transcript of a deposition or hearing, or of a pleading or other paper filed or served by that person or entity in these Proceedings contains Confidential Information or consists of Confidential Documents, then that person or entity may designate and stamp such Confidential Information and Confidential Documents as "CONFIDENTIAL." Any information or documents so designated or stamped shall be handled as provided for hereinafter.

3. Any person or entity producing material in discovery to a party to these Proceedings, or submitting material in pleadings or other documents filed or served in these Proceedings, may in good faith designate and stamp particular Confidential Information, such as material containing shipper-specific rate or cost data or other competitively sensitive or proprietary information, as "HIGHLY CONFIDENTIAL." Any information or documents so designated or stamped shall be handled as provided for hereinafter.

4. Information and documents designated or stamped as "CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, to any person or entity except to an employee, counsel, consultant, or agent of a party to these Proceedings, or an employee of such counsel, consultant, or agent, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit A to this Order.

5. Information and documents designated or stamped as "HIGHLY CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, to any employee of a party to these Proceedings, or to any other person or entity except to an outside counsel or outside consultant to a party to these Proceedings, or to an employee of such outside counsel or outside consultant, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit B to this Order.

6. Any person or entity may challenge the designation by any other person or entity of information or documents as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL" by filing a motion with the Board or with an administrative law judge or other officer to whom authority has been lawfully delegated by the Board to adjudicate such challenge(s).

7. Designated Material may not be used for any purposes other than these Proceedings, including without limitation any business, commercial, strategic, or competitive purpose.

8. Any party who receives Designated Material in discovery shall destroy¹ such materials and any notes or documents reflecting such materials (other than file copies of pleadings or other documents filed with the Board and retained by outside counsel for a party to these Proceedings) at the earlier of: (1) such time as the party receiving the materials withdraws from these Proceedings; or (2) the completion of these Proceedings, including any petitions for reconsideration, appeals, or remands.

9. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to the Board, unless the pleading or other document is submitted under seal, in a package clearly marked on the outside as "Confidential Materials Subject to Protective Order." See 49 CFR § 1104.14. All pleadings and other documents so submitted shall be kept confidential by the Board and shall not be placed in the public docket in these Proceedings except by order of the Board or of an administrative law judge or other officer in the exercise of authority lawfully delegated by the Board.

¹ "Destroy" shall mean shredding of paper documents and destruction of computer-memory devices (e.g., floppy diskettes).

10. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any forum other than this Board in these Proceedings unless (1) the pleading or other document is submitted under seal in accordance with a protective order that requires the pleading or other document to be kept confidential by that tribunal and not placed in the public docket in the proceeding, or (2) the pleading or other document is submitted in a sealed package clearly marked, "Confidential Materials Subject to Request for a Protective Order," and is accompanied by a motion to that tribunal requesting issuance of a protective order that would require the pleading or other document be kept confidential and not be placed in the public docket in the proceeding, and requesting that if the motion for protective order is not issued by that tribunal, the pleading or other document be returned to the filing party.

11. No party may present or otherwise use any Designated Material at a Board hearing in these Proceedings, unless that party has previously submitted, under seal, all proposed exhibits and other documents containing or reflecting such Designated Material to the Board, to an administrative law judge or to another officer to whom relevant authority has been lawfully delegated by the Board, and has accompanied such submission with a written request that the Board, administrative law judge or other officer (a) restrict attendance at the hearing during any discussion of such Designated Material, and (b) restrict access to any portion of the record or briefs reflecting discussion of such Designated Material in accordance with this Protective Order.

12. If any party intends to use any Designated Material in the course of any deposition in these Proceedings, that party shall so advise counsel for the person or entity producing the Designated Material, counsel for the deponent, and all other counsel attending the deposition. Attendance at any portion of the deposition at which any Designated Material is used or discussed shall be restricted to persons who may review that material under the terms of this Protective Order. All portions of deposition transcripts or exhibits that consist of, refer to, or otherwise disclose Designated Material shall be filed under seal and be otherwise handled as provided in paragraph 9 of this Protective Order.

13. All parties must comply with all of the provisions of this Protective Order unless the Board or an administrative law judge or other officer exercising authority lawfully delegated by the Board determines that good cause has been shown warranting suspension of any of the provisions herein.

14. Nothing in this Protective Order restricts the right of any person or entity to disclose voluntarily any Confidential Information originated by that person or entity, or to disclose voluntarily any Confidential Documents originated by that person or entity, if such Confidential Information or Confidential Documents do not contain or reflect any Confidential Information originated by any other person or entity, unless that person or entity has consented in writing to the disclosure.

Exhibit A

UNDERTAKING — CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order governing the production and use of Confidential Information and Confidential Documents in STB Docket No. AB-279 (Sub-No. 3), STB Docket No. AB-124 (Sub-No. 2) and related proceedings, 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 STB Docket No. AB-279 (Sub-No. 3), STB Docket No. AB-124 (Sub-No. 2), any related proceedings before the Surface Transportation Board, and/or any judicial review proceedings in connection with STB Docket No. AB-279 (Sub-No. 3), STB Docket No. AB-124 (Sub-No. 2) 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, 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 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 applicants or other persons or entities 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.

Dated: _____

Exhibit B

UNDERTAKING — HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside counsel or an outside consultant for _____, for whom I am acting in these proceedings. I have read the Protective Order governing the production and use of Confidential Information and Confidential Documents in STB Docket No. AB-279 (Sub-No. 3), STB Docket No. AB-124 (Sub-No. 2) and related proceedings, 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 STB Docket No. AB-279 (Sub-No. 3), STB Docket No. AB-124 (Sub-No. 2), any related proceedings before the Surface Transportation Board, and/or any judicial review proceedings in connection with STB Finance Docket No. 34178 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 applicants or other persons or entities 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.

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of May, 2003, a copy of the foregoing **Motion for**

Protective Order was served by facsimile upon:

Charles Spitulnik
McLeod, Watkinson & Miller
One Massachusetts Avenue, NW, Suite 800
Washington, DC 20001-1401
(202) 408-7763 fax

Myles L. Tobin
Fletcher & Sippel LLC
Two Prudential Plaza, Suite 3125
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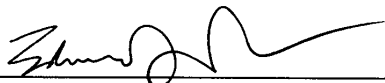
And via regular mail to:

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Edward J. Fishman