

208700

BALL JANIK LLP

A T T O R N E Y S

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532



August 13, 2003

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RE: Finance Docket No. 34335, *Keokuk Junction Railway Company.—Feeder
Railroad Development Application—Line of Toledo, Peoria and Western Railway
Corporation between La Harpe and Hollis, IL*

Dear Secretary Williams:

Enclosed for filing are eleven copies of the First Discovery Request of the Toledo, Peoria
and Western Railway Corporation to Keokuk Junction Railway Company and three diskettes.

Please time and date stamp the extra copy of this letter and the pleading and return them
with our messenger. If you have any questions, please contact me.

Respectfully submitted,

Louis E. Gitomer

Enclosures

ENTERED
Office of Proceedings
AUG 13 2003
Part of
Public Record

208700

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34335



KEOKUK JUNCTION RAILWAY COMPANY—FEEDER RAILROAD DEVELOPMENT
APPLICATION—LINE OF TOLEDO, PEORIA & WESTERN RAILWAY CORPORATION
BETWEEN LA HARPE AND HOLLIS, IL

TOLEDO, PEORIA & WESTERN RAILWAY CORPORATION FIRST DISCOVERY
REQUESTS TO KEOKUK JUNCTION RAILWAY COMPANY AND PIONEER RAILCORP

ENTERED
Office of Proceedings

AUG 13 2003

Part of
Public Record

Gary A. Laakso, Esq.
Vice President Regulatory Counsel
RailAmerica, Inc.
5300 Broken Sound Boulevard N.W.
Second Floor
Boca Raton, FL 33487
(561) 994-6015

Louis E. Gitomer
Of Counsel
BALL JANIK LLP
1455 F Street, N.W., Suite 225
Washington, D.C. 20005
(202) 638-3307

Attorneys for: TOLEDO, PEORIA AND
WESTERN RAILWAY CORPORATION

Dated: August 13, 2003

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34335

KEOKUK JUNCTION RAILWAY COMPANY—FEEDER RAILROAD DEVELOPMENT
APPLICATION—LINE OF TOLEDO, PEORIA & WESTERN RAILWAY CORPORATION
BETWEEN LA HARPE AND HOLLIS, IL

TOLEDO, PEORIA & WESTERN RAILWAY CORPORATION FIRST DISCOVERY
REQUESTS TO KEOKUK JUNCTION RAILWAY COMPANY AND PIONEER RAILCORP

Pursuant to 49 C.F.R. §§ 1114.21, .26, .27, and .30 the Toledo, Peoria & Western Railway Corporation (“TP&W”) submits its First Discovery Request to Keokuk Junction Railway Company (“KJRY”) and Pioneer Railcorp (“Pioneer”) in connection with the application filed on April 9, 2003, as supplemented June 9, 2003, by KJRY in this proceeding. Counsel for KJRY and Pioneer should contact the undersigned promptly to discuss any objections or questions regarding these requests with a view to resolving any disputes or issues of interpretation informally and expeditiously.

TP&W requests that KJRY and Pioneer respond to the following Interrogatories, Document Requests and Requests for Admissions in compliance with 49 C.F.R. Part 1114 and in accordance with the following Definitions and Instructions. The responses to these discovery requests should be served on TP&W through their undersigned attorneys at the addresses below, by **August 28, 2003**.

DEFINITIONS AND INSTRUCTIONS

1. "TP&W" shall mean the Toledo, Peoria & Western Railway Corporation, and any related companies, and/or any of their subsidiaries or affiliates.
2. "KJRY" shall mean Keokuk Junction Railway Company, and any departments, subsidiaries, affiliates, or related companies, its present and former employees, agents, officers, directors, advisors, consultants, divisions, and all other persons or entities acting on its behalf.
3. "Pioneer" shall mean Pioneer Railcorp, and any departments, its present and former employees, agents, officers, directors, advisors, consultants, divisions, and all other persons or entities acting on its behalf.
4. "Pioneer, et al." shall mean Pioneer Railcorp, and any departments or subsidiaries (including all subsidiaries identified on page six of the Application), its present and former employees, agents, officers, directors, advisors, consultants, divisions, and all other persons or entities acting on its behalf.
5. "Line" shall mean TP&W's 76-mile line of railroad between La Harpe, IL, milepost 194.5, and Hollis, IL, milepost 118.5.
6. "Western Line" shall mean the portion of the Line between milepost 194.5 and milepost 123.0
7. "Eastern Line" shall mean the portion of the Line between milepost 123.0 and milepost 118.5.
8. "Application" shall mean the Application filed with the STB by KJRY in Finance Docket No. 34335 on April 9, 2003.

9. "Reply" shall mean the Reply filed with the STB by KJRY in Finance Docket No. 34335 on May 7, 2003.

10. "Supplement" shall mean the Supplemental Evidence filed with the STB by KJRY in Finance Docket No. 34335 on June 9, 2003.

11. "STB" shall mean the Surface Transportation Board.

12. "Communicate" and "Communication" shall mean every manner or means of disclosure or transfer or exchange of information whether orally, by document, or otherwise, and whether face to face, in a meeting, by telephone, or other electronic media, mail, personal delivery, or otherwise.

13. "Person" shall mean and include natural persons, partnerships, corporations, and all other forms of organization or association.

14. "Document" or any variation thereof is used in its broadest sense and shall mean any writing, drawing, graph, chart, photograph, tape, phono-record, magnetic disc, compact disc, or other data compilation from which information can be obtained, translated, if necessary through devices into reasonably usable form, and includes, but is not limited to, correspondence, telegrams, cables, telex messages, minutes, reports, studies, specifications, order forms, bills of sale, leases, recordings of telephone or other conversations, or of interviews, conferences or other meetings, affidavits, statements, journals, statistical records, financial statements, accounting records, desk calendars, appointment books, diaries, lists, tabulations, summaries, computer printouts, photographs, maps, or any other items of a similar nature, including all originals, drafts, and non-identical copies.

15. The terms "relate" or "relating to" are to be used in their broadest sense and shall mean to refer to, discuss, involve, reflect, deal with, consist of, represent, constitute, emanate from, be directed at, or in any way to pertain to, in whole or in part, the subject.

16. The singular shall include the plural and vice versa, and the conjunctive shall include the disjunctive and vice versa in order to give these interrogatories and requests for admission the broadest scope.

17. To "identify" or to "describe" a document means to state the following:

- a. The full name of the person who prepared it and his last known address;
- b. The full name of the person who signed it or over whose name it was issued and his last known address;
- c. The full name of each person to whom it was addressed or distributed and his last known address;
- d. The nature and substance of the document with sufficient particularity to enable it to be identified;
- e. Title and number of pages;
- f. Its date or, if it bears no date, the date or approximate date when it was prepared;
- g. Whether any other documents were attached to or included with such documents; and
- h. Its physical location and the name and address of its custodian.

18. To "identify" a person when used with respect to a natural person means to state the person's full name, home and business addresses and telephone numbers, employer and job position at the present time and at the time to which the interrogatory relates, and whether the person is ill, disabled, incompetent, or deceased. To identify a person where the person to be identified is anything other than a natural person means to state its full name, the kind of legal entity which it is, its present or last known address, and its chief executive officer.

19. "Identify," "describe," or any variation thereof, when used with respect to a conversation, meeting, or oral discussion, shall mean stating and describing the date and location of such conversation, meeting, or oral discussion, the name of each person who was present at or who participated in such conversation, meeting, or oral discussion, and the manner in which the conversation, meeting, or oral discussion was conducted (e.g., face-to-face conversation, telephone, etc.)

20. "Identify" means to describe or explain when used in any other context.

21. The answers to these interrogatories, document requests and requests for admissions shall include such information and documents as are within KJRY's and/or Pioneer's custody, possession, or control, or are within the custody, possession, or control of any of KJRY's and/or Pioneer's consultants, accountants, attorneys, or other agents, or which are otherwise available to KJRY and/or Pioneer. In responding to these interrogatories and requests for admissions, KJRY and/or Pioneer are specifically instructed to review the personal files, records, notes, correspondence, daily calendars, and telephone logs or records of all persons who have knowledge of the information inquired about in each request.

22. If the answers or portions of answers to these interrogatories are supplied upon information and belief rather than upon actual knowledge, KJRY and/or Pioneer should so state and specifically describe or identify the source or sources of such information and belief.

23. Each interrogatory should be answered separately and fully in writing. The answers to these interrogatories should include, but not be limited to, an identification of each person having knowledge of the information provided in the answer, and of all documents (including calculations) and communications relating to that information.

24. If KJRY and/or Pioneer object to any interrogatory, document request or request for admission, KJRY and/or Pioneer must state in writing the reason for the objection.

25. These discovery requests are continuing in nature and should be amended and supplemented immediately if at any time any of the following occurs:

a. KJRY and/or Pioneer determine that the original answers to these discovery requests as of the time they were filed, for whatever reason, were incorrect;

b. new developments occur (such as the retaining of an expert, etc.) which, if KJRY's and/or Pioneer's answers were being filed as of the time of these new developments, would have to be disclosed in those answers;

c. new information is developed (such as the identification of additional witnesses or additional documents) which, if known at the time of the filing of the original answers, would have been required to have been disclosed in such answers.

26. Unless otherwise specified, the time period covered by these discovery requests is January 1, 2000, to the date of KJRY's and/or Pioneer's responses.

27. Each interrogatory, document request and request for admission herein stands independent of each and every other interrogatory, document request and request for admission. No interrogatory, document request or request for admission modifies, limits, or relates to any other interrogatory, document request or request for admission unless specifically stated in the interrogatory, document request or request for admission.

28. If any discovery request herein cannot be complied with in full, it shall be complied with to the extent possible with an explanation as to why full compliance is not possible.

29. If any document sought to be discovered is in the Application, Reply, or Supplement, then KJRY and/or Pioneer shall refer to the page number in the Application, Reply or Supplement where the document may be found.

INTERROGATORIES

1. Identify the definition used for relay rail.
2. Identify the definition used for scrap rail.
3. Identify the spur track, side track, yard track, interchange track, switching track industrial track, team track, and buildings included in the Valuation Study presented at page 179 of the Application.
4. Identify the annual gross and net revenue for Pioneer and each of Pioneer's railroad subsidiaries.
5. Identify the rehabilitation expenditures projected for three years that KJRY proposes to make to the Line, the Western Line and the Eastern Line.
6. Identify the banks referred to on page 8 of the Application.

7. Identify the amount paid by Pioneer to acquire each railroad identified on page 9 of the Application.
8. Identify the measure used to state that Pioneer is the second largest "short line railroad holding company in the country" on page 9 of the Application.
9. Identify the meaning of the term "full service capacity" as used on page 10 of the Application.
10. Identify the cost to implement the "full service capacity" referred to on page 10 of the Application.
11. Identify the sources of "current market prices obtained from discussions with a number of vendors" by Mr. Brown and referred to on page 12 of the Application.
12. Identify the companies with which Mr. Brown discussed the costs to dismantle rail, transport the rail and track materials to market, remove and transport ties" referred to on page 12 of the Application.
13. Identify the "rail material dealers" noted on page 13 of the Application with whom Mr. Gohmann or Mr. Lane had conversations.
14. Identify the definition used by Mr. Gohmann for "relay rail."
15. Identify the definition used by Mr. Gohmann for "scrap rail."
16. Identify the basis for Mr. Gohmann's assumption that "OTM tonnage was estimated at 20% of rail tonnage" stated on page 14 of the Application.
17. Identify the source of the unit valuation information Mr. Gohmann used in preparing the Valuation Study.

18. Identify the components of the monthly operating cost of \$45,000 as stated on page 21 of the Application and provide an itemized list of the components with the expense for each.
19. Identify the specific materials, cost for the material (unit cost and total cost), and cost of labor of the \$200,000 expenditure to return the Line to Class 1 track condition as stated on page 21 of the Application.
20. Identify the conditions that KJRY may seek at a later time as stated on page 21 of the Application.
21. Identify the shippers on the Line that Ms. Busch had discussions with as stated on page 23 of the Application and whether those shippers are physically located on the Line.
22. Identify, for each shipper identified in Ms. Busch's verified statement, the location of the shipper and whether the shipper originates or terminates traffic on the Line or uses the Line for overhead service.
23. Identify all discussions between Pioneer and either UP or BNSF concerning use of the Line as a through route as stated by Mr. Brenkman on Page 35 of the Application.
24. Identify the other rail lines that Pioneer has acquired under 49 U.S.C. 10907 or the predecessor statute, 49 U.S.C. 10910.
25. Identify interest rate KJRY expects to pay under the National City Bank of Michigan/Illinois loan.
26. Identify amount of rehabilitation KJRY expects to expend on the Line.
27. Identify the age of data Mr. Brown used to calculate net liquidation value.
28. Identify the "shippers going out of business" as Ms. Busch stated on Page 119 of the Application.

29. Identify the costs for service frequency over the Line of "6-7times per week" as stated at page 165 of the Application.
30. Identify the other net liquidation value analyses that Mr. Gohmann and Mr. Lane have prepared for rail lines being acquired under 49 U.S.C. 10907 or former 49 U.S.C. 10910.
31. Identify the source of the track charts referred to on page 174 of the Application that were used by Mr. Gohmann in preparing the valuation.
32. Identify all employees of KJRY fired or disciplined within the last three years.
33. Identify how KJRY's employees will be tested and operate under the General Code of Operating Rules ("GCOR").
34. Identify KJRY's operating testing plan to ensure compliance to the GCOR.
35. Identify KJRY's drug and alcohol testing policy for incidents.
36. Identify the person who performs the random drug and alcohol testing for the KJRY and the location of those tests.
37. Identify whether TP&W will access to the random drug and alcohol testing records in the event of an incident.
38. Identify the schedule of operations by day of the week and times of the day.
39. Identify any unscheduled service parameters.
40. Identify whether KJRY will operate scheduled service over the Line.
41. Identify the types of locomotives KJRY will use in operating the Line.
42. Identify the number of cars per train.
43. Identify the maximum number of cars KJRY intends to pick-up or deliver at one time to any shipper on the Line.

44. Identify the location where KJRY's crews operating over the Line will go on duty.
45. Identify who will dispatch the KJRY trains on the Line.
46. Identify where dispatching of the KJRY trains on the Line will occur.
47. Identify the method of main track authority that KJRY will use to operate the Line.
48. Identify the person who will perform the mechanical inspections on cars and locomotives.
49. Identify the method that KJRY will use to participate in a joint operation testing program with TP&W to ensure TP&W and KJRY crews operating in joint areas are working within the GCOR.
50. Identify the training on hazardous material handling that will the KJRY crews receive.
51. Identify the training that KJRY employees will receive concerning safety, air brakes, and train handling for the Line.
52. Identify the source of revenues from car repairs.
53. Identify whether the anticipated additional revenues per car in Highly Confidential Exhibit 1 will be generated only because of the operation over the Line.

DOCUMENT REQUESTS

1. Produce Pioneer's Articles of Incorporation and By-Laws.
2. Produce all documents relied on or used by Mr. Gohmann in preparing the Valuation Study.
3. Produce all loan agreements between Pioneer, et al. and National City Bank of Michigan/Illinois and its predecessors.

4. Produce all land appraisals for the Line, the Western Line and Eastern Line.
5. Produce all requests made by Pioneer, et al. to TP&W to inspect the Line between February 1, 2003 and April 8, 2003.
6. Produce the "list of the quality and quantity of rail and track materials" identified on page 11 of the Application.
7. Produce Mr. Brown's notes, if any, of his conversations with companies concerning the costs to dismantle rail, transport the rail and track materials to market, remove and transport ties" referred to on page 12 of the Application.
8. Produce all loan agreements between Pioneer and National City Bank of Michigan/Illinois as referred to on page 50 of the Application by Mr. Carr.
9. Produce all correspondence between KJRY and National City Bank of Michigan/Illinois concerning acquisition of the Line by KJRY.
10. Produce all correspondence between Pioneer and National City Bank of Michigan/Illinois concerning acquisition of the Line by KJRY.
11. Produce all documents that Mr. Brenkman used to make "my investigation of this project" referred to on page 36 of the Application.
12. Produce the documents and underlying data Mr. Brown used to calculate net liquidation value.
13. Produce track charts used by Mr. Gohmann in preparing the Valuation Study.
14. Produce all documents used and created in Ms. Busch's "investigation of service on the Line" referred to on page 115 of the Application.

15. Produce all documents sent by Pioneer, et al. to the shippers identified on page 116 of the Application regarding this proceeding.
16. Produce all documents sent by the shippers identified on page 116 of the Application to Pioneer, et al. regarding this proceeding.
17. Produce for the shippers identified at page 116 of the Application all requests for railroad service made to TP&W since January 1, 2000.
18. Produce all documents used to determine that KJRY will "earn on average \$350 per car" "increasing to \$450 per car" as stated on page 119 of the Application.
19. Produce all documents used by Mr. Brown to perform the valuation study referred to on page 160 of the Application.
20. Produce "Pioneer's strategic growth plan" as referred to on page 161 of the Application and all documents related thereto.
21. Produce all documents relating to the "estimates that it will cost \$45,000 per month for the first 12 months to operate the Line" referred to on page 164 of the Application.
22. Produce all documents relating to the "estimate \$200,000 will be required to restore the track structure to safe Class 1 track condition" referred to on page 164 of the Application.
23. Produce all studies concerning the time and cost of restoring the track structure, as referenced on page 164 of the Application to Class 2 track condition.
24. Produce all contracts between Gohmann and Associates, Inc. and Pioneer.
25. Produce the track charts referred to on page 174 of the Application used by Mr. Gohmann and Mr. Lane in preparing the Valuation Study on page 179 of the Application.
26. Produce the "stricter covenants" referred to by Mr. Carr at page 22 of the Reply.

27. Produce all safety related documents for Pioneer, et al. Since January 1, 2000, including, but not limited to, (a) a copy of all Operating Procedures Manuals complete with Time Table Special Instructions; (b) the required efficiency testing program, the test results, including the nature, extent and results of unannounced tests and/or observations; (c) a copy of any and all Federal Railroad Administration inspections including citations and deficiencies noted; (d) a copy of any and all training programs in use, including their training outlines test results and passing percentage; (e) the part 240 plan submitted to the Federal Railroad Administration, and any and all records pertaining thereto; (f) the drug and alcohol testing program, testing frequency rates, and percentage of positive test results; (g) any and all accident/incident/illness reports generated for all railroad reported accidents, including human factor and hazardous materials; (h) any and all personal injuries specifying the type and severity; (i) identify the person in charge of each of the aforementioned categories, and their qualifications; and (j) a copy of all track inspection reports, the defects noted, and the corrections made.

28. Produce the book cited at page seven of the Supplement in footnote 5 as Stringham, Paul H., *Toledo, Peoria & Western – Tried, Proven & Willing*, Deller Archive, Inc. 1993.

29. Produce all documents used to make the traffic projections referred to on page 99 of the Supplement.

30. Produce the income statement and balance sheet for Pioneer and each of its railroad subsidiaries.

31. Produce all agreements between Pioneer Railroad Services, Inc. and KJRY.

32. Produce all agreements between Pioneer Resources, Inc. and KJRY.

33. Produce all studies concerning rehabilitation of the Line.

34. Produce all agreements that Pioneer, et al. have entered for financing owned and leased railroad equipment.
35. Produce the marketing campaign referred to on page 10 of the Application.
36. Produce all documents relating to the Line being self-sustaining as discussed on page 10 of the Application.
37. Produce all studies of the net liquidation value and going concern value of the Line, the Western Line, and the Eastern Line prepared by or for Pioneer, et al. since January 1, 1999.
38. Produce all requests made by Pioneer, et al. for information concerning the real estate component of the Line since January 1, 1999.
39. Produce all documents used or referenced by Mr. Gohmann and Mr. Lane in preparing the Valuation Study.
40. Produce records of all real estate sales by KJRY and Pioneer Industrial Railway Co.

REQUESTS FOR ADMISSIONS

1. Admit or deny that no real estate appraisal was prepared.
2. Admit or deny that the valuation study prepared by Gohmann and Associates, Inc. contains the only valuation of real estate prepared for the Application, Supplement or Reply.
3. Admit or deny that Mr. B. Allen Brown did not physically inspect the Line after January 1, 2003.
4. Admit or deny that Mr. John W. Gohmann did not physically inspect the Line after January 1, 2003.
5. Admit or deny that Mr. Richard Lane did not physically inspect the Line after January 1, 2003.

6. Admit or deny that the shipper facilities of Hitchcock Scrap Yard, Inc. referred to in the letter at page 122 of the Application, are physically located on the Line.
7. Admit or deny that the shipper facilities of Colusa Elevator Company referred to in the letter at page 123 of the Application, are physically located on the Line.
8. Admit or deny that the shipper facilities of Central Iron & Metals referred to in the letter at page 124 of the Application, are located on the Line.
9. Admit or deny that the shipper facilities of Farmers Elevator Company of Scotia, IL referred to in the letter at page 125 of the Application, are physically located on the Line.
10. Admit or deny that the shipper facilities of Farmers Elevator Company of Scotia, IL referred to in the letter at page 126 of the Application, are physically located on the Line.
11. Admit or deny that the shipper facilities of United Paving & Construction referred to in the letter at page 127 of the Application, are physically located on the Line.
12. Admit or deny that the shipper facilities of Newton County Stone Company referred to in the letter at page 128 of the Application, are physically located on the Line.
13. Admit or deny that the shipper facilities of Elkem Carbon – Keokuk referred to in the letter at page 129 of the Application, are physically located on the Line.
14. Admit or deny that the shipper facilities of Blandinsville Elevator referred to in the letter at page 130 of the Application, are physically located on the Line.
15. Admit or deny that the shipper facilities of LaHarpe Elevator referred to in the letter at page 131 of the Application, are physically located on the Line.
16. Admit or deny that the shipper facilities of Roquette America, Inc. referred to in the letter at page 132 of the Application, are physically located on the Line.

17. Admit or deny that the shipper facilities of West Central FS, Inc. referred to in the letter at page 133 of the Application, are physically located on the Line.
18. Admit or deny that the shipper facilities of West Central FS, Inc. referred to in the letter at page 134 of the Application, are physically located on the Line.
19. Admit or deny that Mr. Gohmann did not physically inspect the Line.
20. Admit or deny that Mr. Lane did not physically inspect the Line.
21. Admit or deny that Mr. Brown did not physically inspect the Line.
22. Admit or deny that Mr. Carr did not physically inspect the Line.
23. Admit or deny that Pioneer, et al. did not request permission from TP&W to inspect the Line between February 1, 2003 and April 8, 2003.
24. Admit or deny that TP&W and the SF&L Railway, Inc. are different corporations.
25. Admit or deny that TP&W and the SF&L Railway, Inc. are not commonly controlled.
26. Admit or deny that KJRY acquired 12.1 miles of rail line from TP&W from milepost 194.5 near La Harpe, IL, to milepost 206.6 near Lomax, IL on or after December 19, 2001.
27. Admit or deny that as of April 9, 2003 none of the shippers identified on page 116 of the Application have filed a rate complaint with the Board concerning TP&W's rates over the Line.
28. Admit or deny that KJRY intends to operate the Line as a Federal Railroad Administration Class 1 line.
29. Admit or deny that, except for Mr. Gohmann, Pioneer, et al. have not prepared or had prepared a real estate appraisal of the Line, the Western Line or the Eastern Line.

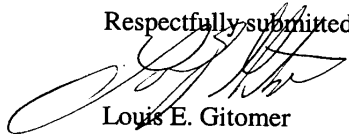
30. Admit or deny that KJRY and Pioneer Industrial Railway Co. would be able to directly interchange traffic if KJRY were to acquire the Line.

31. Admit or deny that KJRY's employees are not represented by a union.

32. Admit or deny that Pioneer Industrial Railway Co.'s employees are not represented by a union.

Gary A. Laakso, Esq.
Vice President Regulatory Counsel
RailAmerica, Inc.
5300 Broken Sound Boulevard N.W.
Second Floor
Boca Raton, FL 33487
(561) 994-6015

Respectfully submitted,



Louis E. Gitomer
Of Counsel
BALL JANIK LLP
1455 F Street, N.W., Suite 225
Washington, D.C. 20005
(202) 638-3307

Attorneys for: TOLEDO, PEORIA AND
WESTERN RAILWAY CORPORATION

Dated: August 13, 2003

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing document to be served by hand on
counsel for the Keokuk Junction Railway Company.

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over a horizontal line.

Louis E. Gitomer
August 13, 2003