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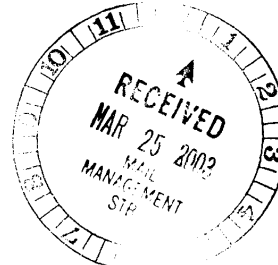
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Part of
Public Record

March 24, 2003

VIA FEDERAL EXPRESS

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W., Room 700
Washington, DC 20006



Re: **Finance Docket No. 34177 (Sub-No. 1) 207452**
Iowa, Chicago & Eastern Railroad Corporation -- Trackage Rights
Exemption -- Commuter Rail Division of Regional Transportation
Authority of Northeast Illinois and Soo Line Railroad Company

Dear Secretary Williams:

Enclosed for filing in the above-captioned proceeding are an original and ten copies of a **Motion for Protective Order of Iowa, Chicago & Eastern Railroad Corporation**, dated March 24, 2003. A 3.5-inch computer diskette containing the text of the proposed protective order in Word 2000 format is attached.

One extra copy of this transmittal letter and of the Motion also are enclosed. I would request that you date-stamp those copies to show receipt of this filing and return them to me in the provided envelope.

If you have any questions regarding this filing, please feel free to contact me. Thank you for your assistance on this matter. Kind regards.

Respectfully submitted,

Thomas J. Litwiler
Attorney for Iowa, Chicago & Eastern
Railroad Corporation

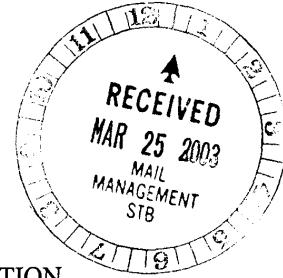
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Enclosures

ORIGINAL

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34177 (SUB-NO. 1)



IOWA, CHICAGO & EASTERN RAILROAD CORPORATION
-- TRACKAGE RIGHTS EXEMPTION --
COMMUTER RAIL DIVISION OF REGIONAL TRANSPORTATION AUTHORITY
OF NORTHEAST ILLINOIS AND SOO LINE RAILROAD COMPANY

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MOTION FOR PROTECTIVE ORDER OF
IOWA, CHICAGO & EASTERN RAILROAD CORPORATION

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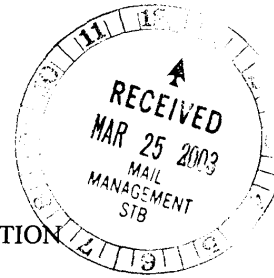
**ATTORNEYS FOR IOWA, CHICAGO &
EASTERN RAILROAD CORPORATION**

Dated: March 24, 2003

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34177 (SUB-NO. 1)

IOWA, CHICAGO & EASTERN RAILROAD CORPORATION
-- TRACKAGE RIGHTS EXEMPTION --
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OF NORTHEAST ILLINOIS AND SOO LINE RAILROAD COMPANY



MOTION FOR PROTECTIVE ORDER OF
IOWA, CHICAGO & EASTERN RAILROAD CORPORATION

Pursuant to 49 C.F.R. § 1104.14(b), Iowa, Chicago & Eastern Railroad Corporation ("IC&E") hereby requests that the Board issue a protective order allowing IC&E to file under seal the draft Trackage Rights Agreement between IC&E and Soo Line Railroad Company, d/b/a Canadian Pacific Railway ("CPR") which is the subject of this proceeding.

IC&E is filing herewith a notice of exemption pursuant to 49 C.F.R. § 1180.2(d)(7) for IC&E's acquisition of overhead trackage rights over a rail line of the Commuter Rail Division of the Regional Transportation Authority of Northeast Illinois, d/b/a Metra ("Metra") between Pingree Grove, Illinois and Cragin Junction, Chicago, Illinois and over certain connecting CPR trackage at Franklin Park, Illinois. IC&E has filed the draft Trackage Rights Agreement between IC&E and CPR¹ (Exhibit 2 to the notice of exemption) under seal, subject to this request for a protective order. The draft agreement has been the subject of extensive private negotiations between the parties, and contains commercially sensitive and confidential information the public release of which could cause competitive or other injury to

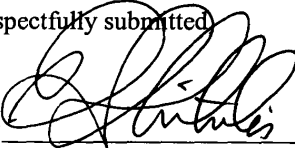
¹ Pursuant to a separate contract between CPR and Metra, CPR has certain rights to admit a third party to use of the subject Metra line. CPR is admitting IC&E to the Metra line as such a third-party user, and thus the trackage rights agreement is solely between CPR and IC&E. CPR's admittance of IC&E to the Metra line is with the consent of Metra.

CPR and/or IC&E. Public disclosure of the draft agreement (or of the signed agreement that will be filed upon execution pursuant to 49 C.F.R. § 1180.6(a)(7)(ii)²) also is not necessary for the consideration or disposition of IC&E's notice of exemption.

IC&E thus requests that the Board accept the draft Trackage Rights Agreement for filing under seal and adopt the proposed protective order contained in the appendix hereto to govern access to the draft agreement and any later-filed executed agreement. This approach is consistent with that taken by the Board in prior similar circumstances. See, e.g., The Kansas City Southern Railway Company -- Trackage Rights Exemption -- Illinois Central Railroad Company, Finance Docket No. 34309 (STB served February 4, 2003); CSX Transportation, Inc. -- Trackage Rights Exemption -- Norfolk Southern Railway Company, Finance Docket No. 34254 (STB served October 24, 2002).

WHEREFORE, IC&E respectfully requests that the Board adopt the protective order contained in the appendix hereto.

Respectfully submitted,

By: 

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**ATTORNEYS FOR IOWA, CHICAGO &
EASTERN RAILROAD CORPORATION**

Dated: March 24, 2003

² IC&E intends that the protective order requested herein would govern access to both the draft agreement submitted under seal concurrently herewith and the executed agreement to be submitted at a future date.

APPENDIX

PROTECTIVE ORDER

1. For the purposes of this Protective Order, "Confidential Information" means the draft Trackage Rights Agreement between Iowa, Chicago & Eastern Railroad Corporation ("IC&E") and Soo Line Railroad Company, d/b/a Canadian Pacific Railway filed under seal on March 25, 2003 in STB Finance Docket No. 34177 (Sub-No. 1) and any executed version of such agreement subsequently filed under seal in that docket.

2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to IC&E of the attached Undertaking. Confidential Information shall be used solely for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial or other competitive purpose.

3. Confidential Information shall not be disclosed in any way or to any person without the written consent of IC&E or an order of the Board, except to outside counsel or consultants of parties to these proceedings, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such outside counsel or consultant has been given and has read a copy of this Protective Order and agrees to be bound by its terms by executing the attached Undertaking prior to receiving access to this information.

4. Any documents containing Confidential Information must be destroyed, and notice of such destruction must be served on IC&E at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

5. If the Board retains the Confidential Information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 CFR 1104.14.

6. If any party intends to use Confidential Information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such Confidential Information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at the hearing during discussion of such Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Confidential Information in accordance with the Protective Order.

7. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

UNDERTAKING

I, _____, have read the Protective Order governing the filing of Confidential Information by Iowa, Chicago & Eastern Railroad Corporation ("IC&E") in STB Finance Docket No. 34177 (Sub-No. 1) and understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and preservation of evidence and argument in STB Finance Docket No. 34177 (Sub-No. 1) or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this order and has executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking, and that IC&E shall be entitled to specific performance and injunctive 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: _____

Signature: _____

Position: _____

Affiliation: _____