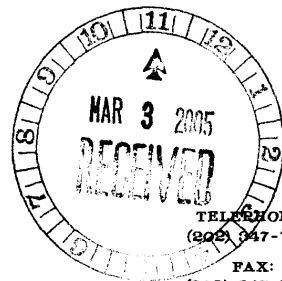


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abk@sloverandloftus.com

March 3, 2005

BY HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W., Room 711
Washington, D.C. 20423-0001

ENTERED
Office of Proceedings

MAR 03 2005

Part of
Public Record

Re: Finance Docket No. 34540, The Columbus & Ohio River
Rail Road Company – Acquisition and Operation Exemption
– Rail Lines of CSX Transportation, Inc. from Columbus to
Newark, Ohio and from Mt. Vernon to Cambridge, Ohio

Dear Secretary Williams:

Enclosed for filing in the referenced docket please find an original and ten copies of the Motion for Protective Order of The Columbus & Ohio River Rail Road Company (“CUOH”). In addition, we have enclosed three copies of this Motion on electronic diskette.

In light of the procedural schedule adopted in this case by the Board’s decision served February 22, 2005, CUOH respectfully requests **EXPEDITED HANDLING** of this Motion. In this regard, CUOH notes that it is authorized to inform the Board that the United Transportation Union supports CUOH’s Motion.

An additional copy of the Reply also is enclosed. Kindly indicate receipt of the filing by time-stamping this extra copy and returning it to the bearer of this letter.

The Hon. Vernon A. Williams

March 3, 2005

Page 2

Thank you for your consideration in this matter.

Sincerely,

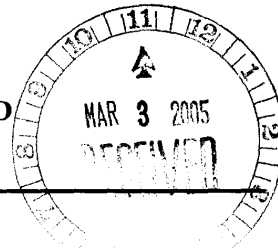
A handwritten signature in cursive script, reading "Andrew B. Kolesar III". The signature is written in dark ink and is positioned above the printed name.

Andrew B. Kolesar III
An Attorney for The Columbus & Ohio
River Rail Road Company

Enclosures

cc: Parties of Record

**BEFORE THE
SURFACE TRANSPORTATION BOARD**



THE COLUMBUS & OHIO RIVER RAIL)
ROAD COMPANY – ACQUISITION AND)
OPERATION EXEMPTION – RAIL LINES)
OF CSX TRANSPORTATION, INC. FROM)
COLUMBUS TO NEWARK, OHIO)
AND FROM MT. VERNON TO)
CAMBRIDGE, OHIO)

Finance Docket No. 34540

MOTION FOR PROTECTIVE ORDER

THE COLUMBUS & OHIO RIVER
RAIL ROAD COMPANY
47849 Papermill Road
Coshocton, Ohio 43812

OF COUNSEL:

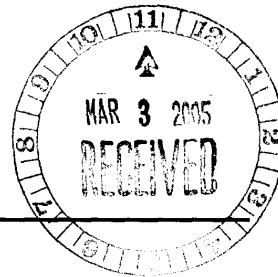
SLOVER & LOFTUS
1224 17th Street, N.W.
Washington, D.C. 20036

Dated: March 3, 2005

By: Kelvin J. Dowd
Andrew B. Kolesar III
Slover & Loftus
1224 17th Street, N.W.
Washington, D.C. 20036
(202) 347-7170

Attorneys & Practitioners

**BEFORE THE
SURFACE TRANSPORTATION BOARD**



THE COLUMBUS & OHIO RIVER RAIL)
ROAD COMPANY – ACQUISITION AND)
OPERATION EXEMPTION – RAIL LINES)
OF CSX TRANSPORTATION, INC. FROM)
COLUMBUS TO NEWARK, OHIO)
AND FROM MT. VERNON TO)
CAMBRIDGE, OHIO)

Finance Docket No. 34540

MOTION FOR PROTECTIVE ORDER

– EXPEDITED HANDLING REQUESTED –

The Columbus & Ohio River Rail Road Company (“CUOH”) pursuant to 49 C.F.R. § 1104.14(b), hereby files this Motion for Protective Order (“Motion”). CUOH is authorized to inform the Board that the United Transportation Union (“UTU”) supports this Motion. In light of the procedural schedule imposed in this case by the Board in its decision served February 22, 2005 (which requires UTU to supplement its petition to revoke by March 21, 2005), CUOH respectfully requests expedited handling of this Motion.

CUOH filed a verified notice of exemption on September 24, 2004 under 49 C.F.R. § 1150.41 to acquire and operate, pursuant to an agreement with CSX Transportation, Inc. (“CSXT”), approximately 114 miles of rail line in Franklin, Licking, Muskingum, Knox, and Guernsey Counties, Ohio. On October 22, 2004, CUOH

submitted a supplemental notice to increase the amount of rail lines it proposed to acquire from approximately 114 miles to approximately 120.35 miles.

By decision served February 22, 2005, the Board instituted a proceeding to consider the protest filed by the Brotherhood of Locomotive Engineers and Trainmen and the petition to revoke filed by UTU regarding CUOH's exemption. In that decision, the Board granted UTU's motion to compel discovery and ordered CUOH to produce the documents sought by UTU. CUOH has advised UTU that it will be producing those documents by express courier today, but will redact confidential information from certain of the documents. In light of UTU's interest in receiving unredacted copies of these materials, CUOH is seeking a protective order.

The redacted information sought by UTU constitutes proprietary commercial information that, if disclosed, could be competitively damaging. Moreover, public disclosure of the commercially sensitive provisions of the documents to be produced is not necessary for the disposition of the protest and the petition.

Accompanying this Motion are a draft Protective Order and Undertakings, which are identical to those recently issued by the Board, and have been conformed to refer to the parties in the instant docket. See, e.g., Finance Docket No. 34536, Indiana & Ohio Central Railroad, Inc. – Acquisition and Operation Exemption – CSX Transp., Inc. (STB served Dec. 23, 2004). CUOH submits that good cause exists to impose this draft order in the instant proceeding.

For the foregoing reasons, CUOH respectfully requests that the Board grant
CUOH's Motion for Protective Order.

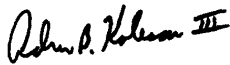
Respectfully submitted,

THE COLUMBUS & OHIO RIVER
RAIL ROAD COMPANY
47849 Papermill Road
Coshocton, Ohio 43812

OF COUNSEL:

SLOVER & LOFTUS
1224 17th Street, N.W.
Washington, D.C. 20036

Dated: March 3, 2005

By: Kelvin J. Dowd
Andrew B. Kolesar III 
Slover & Loftus
1224 17th Street, N.W.
Washington, D.C. 20036
(202) 347-7170

Attorneys & Practitioners

Certificate of Service

I hereby certify that this 3rd day of March, 2005, I have caused a copy of the foregoing Motion to be served via first-class mail, postage prepaid, upon the following individuals:

Daniel R. Elliott, III, Esq.
Kevin C. Brodar, Esq.
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Harold A. Ross, Esq.
General Counsel
Brotherhood of Locomotive Engineers
and Trainmen
1370 Ontario Street, Suite 1548
Cleveland, OH 44113-1740

Gary A. Laakso, Esq.
Vice President Regulatory Counsel
Indiana & Ohio Central Railroad, Inc.
5300 Broken Sound Blvd., N.W.
Second Floor
Boca Raton, FL 33487

Louis E. Gitomer, Esq.
Ball Janik LLP
1455 F Street, N.W., Suite 225
Washington, D.C. 20005



Andrew B. Kolesar III

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 work papers); the identification of shippers and receivers in conjunction with shipper-specific or other traffic data; the confidential terms of contracts with shippers or carriers; confidential financial and cost data; divisions of rates, trackage rights compensation levels and other compensation between carriers; and other confidential or proprietary business or personal information.

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

(d) "Proceedings" means those before the Surface Transportation Board ("Board") concerning the transaction in STB Finance Docket No. 34540, and any related proceedings before the Board, and any judicial review proceedings arising from STB Finance Docket No. 34540 or from any related proceedings before the Board.

2. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, discovery response it produces, transcript of a deposition or hearing in which it participates, or pleading or other paper to be submitted, filed, or served in these Proceedings contains Confidential Information or consists of Confidential Documents, then that party may designate and stamp such Confidential Information and Confidential Documents as "CONFIDENTIAL." Any information or documents designated or stamped as "CONFIDENTIAL" shall be handled as provided for hereinafter.

3. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, or a discovery response it produces, or a transcript of a deposition or hearing in which it participates, or pleading or other paper to be submitted, filed, or served in these Proceedings contains shipper-specific rate or cost

data; division of rates, trackage rights compensation levels, other compensation between carriers; or other competitively sensitive or proprietary information, then that party may designate and stamp such Confidential Information as "HIGHLY CONFIDENTIAL." Any information or documents so designated or stamped shall be handled as provided hereinafter.

4. Information and documents designated or stamped as "CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, or 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 Protective 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 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 Protective Order.

6. All parties must file simultaneously a public version of any Highly Confidential or Confidential submission filed with the Board whether the submission is designated a Highly Confidential Version or Confidential Version. When filing a Highly Confidential Version, the filing party does not need to file a Confidential Version with the Board, but must make available (simultaneously with the party's submission to the Board of its Highly Confidential Version) a Confidential Version reviewable by any other party's in-house counsel. The Confidential Version may be served on other parties in electronic format only. In lieu of preparing a Confidential Version, the filing party may (simultaneously with the party's submission to the Board of its Highly Confidential Version) make available to outside counsel for any other party a list of all "highly confidential" information that must be redacted from its Highly Confidential Version prior to review by in-house personnel, and outside counsel for any other party must then redact that material from the Highly Confidential Version before permitting any clients to review the submission.

7. Any party to these Proceedings may challenge the designation by any other party 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 challenges.

8. Designated material may not be used for any purposes, including without limitation any business, commercial or competitive purposes, other than the preparation and presentation of evidence and argument in STB Finance Docket No. 34540, any related proceedings before the Board, and/or any judicial review proceedings in connection with STB Finance Docket No. 34540 and/or with any related proceedings.

9. Any party who receives Designated Material in discovery shall destroy 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.

10. 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.

11. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any forum other than the 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 be 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 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.

12. 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.

13. 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 party 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 10 of this Protective Order.

14. To the extent that materials reflecting Confidential Information are produced by a party in these Proceedings, and are held and/or used by the receiving person in compliance with paragraphs 1, 2 or 3 above, such production, disclosure, holding, and use of the materials and of the data that the materials contain are deemed essential for the disposition of this and any related proceedings and will not be deemed a violation of 49 U.S.C. 11904 or of any other relevant provision of the ICC Termination Act of 1995.

15. 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.

16. Nothing in this Protective Order restricts the right of any party to disclose voluntarily any Confidential Information originated by that party, or to disclose voluntarily any Confidential Documents originated by that party, if such Confidential Information or Confidential Documents do not contain or reflect any Confidential Information originated by any other party.

EXHIBIT A

UNDERTAKING

CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on _____, 2005 governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 34540, 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 Finance Docket No. 34540, any related proceedings before the Surface Transportation Board ("Board"), and/or any judicial review proceedings in connection with STB Finance Docket No. 34540 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 The Columbus & Ohio River Rail Road Company, or other 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: _____

EXHIBIT B

UNDERTAKING

HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside [counsel] [consultant] for _____, for whom I am acting in this proceeding. I have read the Protective Order served on _____, 2005, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 34540, 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 STB Finance Docket No. 34540, any related proceedings before the Surface Transportation Board ("Board"), or any judicial review proceedings in connection with STB Finance Docket No. 34540 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 Highly Confidential 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 ensure 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 The Columbus & Ohio River Rail Road Company or other 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: _____

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____