



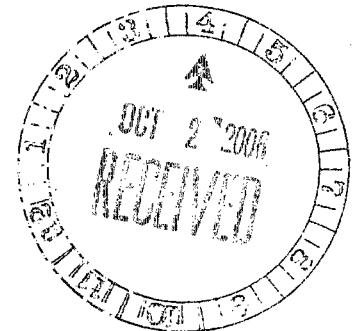
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September 29, 2006

Alan H. Katz
Assistant General Counsel
Legal Services Department

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW, Room 711
Washington, DC 20423-0001



Re: Ex Parte No. 575, Review of Rail Access and
Competition Issues – Renewed Petition of the
Western Coal Traffic League

Dear Secretary Williams:

Union Pacific Railroad Company ("UP") in its September 8, 2006 letter once again materially misrepresents the substance of the contractual terms that govern its transportation of coal to Entergy's Independence and White Bluff electric generating stations. Entergy requests leave to set the record straight.

UP asserts that the UP-Entergy 2000 settlement agreement gave Entergy an option, which Entergy did not exercise, to apportion the agreed-upon blended rate between the two Entergy plants. But UP neglects to inform the Board that

[Confidential material has been deleted. Full text appears in version filed pursuant to protective order.]

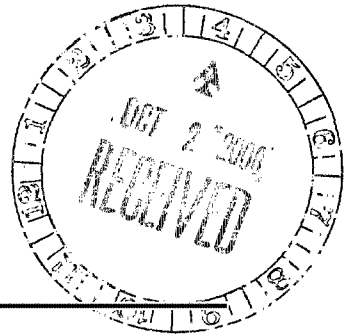
Respectfully submitted,

Alan H. Katz

Attachment *[Confidential attachment appears in version filed pursuant to protective order.]*

ENTERED
Office of Proceedings
OCT 2 2006
Part of
Public Record

**BEFORE THE
SURFACE TRANSPORTATION BOARD**



In the Matter of:)

Review of Rail Access and)
Competition Issues – Renewed Petition)
of the Western Coal Traffic League)

Ex Parte No. 575

**MOTION FOR PROTECTIVE ORDER
OF ENTERGY SERVICES, INC. AND
ENTERGY ARKANSAS, INC.**

Entergy Services, Inc. and Entergy Arkansas, Inc. (collectively, “Entergy”) respectfully request, pursuant to 49 C.F.R. §1104.14, that the Board enter a protective order in substantially the form attached hereto as Exhibit 1. The Protective Order and submission thereunder of the relevant portions of a confidential contract are necessary to enable Entergy to refute allegations made by Union Pacific Railroad Company (“UP”) in a letter to the Board dated September 8, 2006, filed in this proceeding.

In support of this Motion, Entergy states as follows:

1. UP alleged in its letter that “Entergy’s agreement with UP ... gave Entergy the option to apportion the parties’ agreed-upon blended rate between the two plants,” but that Entergy did not exercise the option. As an examination of the contract document itself reveals, however, UP has mischaracterized its substance and effect.

2. While the contract in question does not itself contain a confidentiality clause, it is subject to the confidentiality clause in a related contract which permits disclosure of the contract to a government agency with jurisdiction over one of the parties if the disclosing party uses reasonable efforts to seek an appropriate protective order. Inasmuch as in its letter UP claims that Entergy's prior correspondence violated the parties' confidentiality commitments, a claim which Entergy denies, out of an abundance of caution Entergy hereby requests entry of a protective order. The order attached as Exhibit 1 is closely modeled on the protective order that the Board entered in Ex Parte No. 661 on June 8, 2006, at the behest of UP, to enable UP to submit related provisions of the confidential UP-Entergy agreements in that proceeding.

For the reasons stated above, Entergy respectfully requests that the Board adopt the protective order attached as Exhibit 1.

Respectfully submitted,

ENTERGY SERVICES, INC.
ENTERGY ARKANSAS, INC.

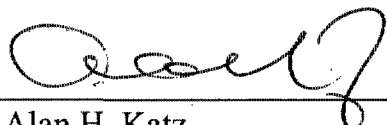
By: 
Alan H. Katz
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Telephone: (504) 576-2240

EXHIBIT 1

PROTECTIVE ORDER

1. For the purposes of this Protective Order, “confidential information” means the provisions of various confidential agreements between Union Pacific Railroad Company (“UP”) and Entergy Arkansas, Inc. and Entergy Services, Inc. (collectively “Entergy”) related to the transportation of coal.

2. The confidential information shall be used 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. The confidential information shall not be disclosed in any way or to any person without the written consent of UP and Entergy or any order of the Board. Such disclosure shall be limited to outside counsel or consultants of parties to these proceedings, solely for use in connection with this and any related Board proceedings, or any judicial review proceeding arising therefrom. Before such disclosure, such outside counsel or consultant must be given and read a copy of this Protective Order and agree to be bound by its terms by signing the Undertaking – Confidential Material attached hereto as Attachment A prior to receiving access to the confidential information.

4. Any documents containing the confidential information in the possession of parties other than UP and Entergy, and their respective counsel, must be destroyed, and notices of such destruction must be served on the Board at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

5. If the confidential information is retained by the Board, it shall, in order to be kept confidential, be treated in accordance with the procedure set forth at 49 CFR 1104.14.

6. All parties must file simultaneously a public version of any confidential submission filed with the Board.

7. If any party intends to use the 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 this Protective Order.

8. All parties must comply with all 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.

Attachment A

UNDERTAKING – CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order governing the filing of confidential information by Entergy in STB Ex Parte No. 575 and understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any information learned as a result of receiving such information, for any purpose other than the preparation and preservation of evidence and argument in STB Ex Parte No. 575 or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any information obtained under this Protective Order to any person who is not also bound by the terms of this order and who has not 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 UP and Entergy 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.

Signed: _____

Affiliation: _____

Dated: _____