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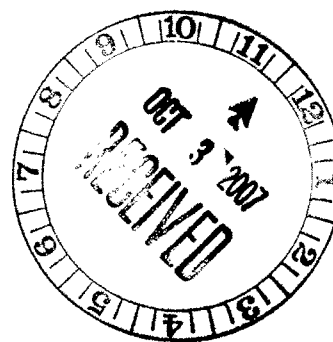
October 3, 2007

BY HAND

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
Office of the Secretary
395 E Street, S.W.
Washington, DC 20423-0001

ENTERED
Office of Proceedings

Part of
Public Record



**Re: Canadian National Railway Company and Grand Trunk
Corporation – Control – EJ&E West Company (STB Finance Docket
No. 35087)**

Dear Mr. Williams:

Enclosed for filing in the above-referenced docket please find an original and 10 copies of a Joint Petition for Protective Order (designated as CN-1/EJE-1), which is submitted on behalf of Canadian National Railway Company, Grand Trunk Corporation, and Elgin, Joliet and Eastern Railway Company.

Also attached is a compact disc containing the text of this filing.

Very truly yours,

David A. Hirsh
Counsel for Canadian National Railway Company
and Grand Trunk Corporation

Enclosure

EXPEDITED TREATMENT REQUESTED

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35087

CANADIAN NATIONAL RAILWAY COMPANY
AND GRAND TRUNK CORPORATION
– CONTROL –
EJ&E WEST COMPANY



JOINT PETITION FOR PROTECTIVE ORDER

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October 3, 2007

EXPEDITED TREATMENT REQUESTED

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35087

CANADIAN NATIONAL RAILWAY COMPANY
AND GRAND TRUNK CORPORATION
– CONTROL –
EJ&E WEST COMPANY

JOINT PETITION FOR PROTECTIVE ORDER

Petitioners Canadian National Railway Company (“CNR”), Grand Trunk Corporation (“GTC”), and Elgin, Joliet and Eastern Railway Company (“EJ&E”)¹ hereby request that the Board enter a protective order, substantially in the form provided in Appendix A to this petition, to govern the proceedings described herein, including their railroad control application, proceedings for regulatory authority for the creation of the EJ&E West Company (“EJ&EW”), and any related proceedings before the Board.

CN and GTC intend to prepare and file a Railroad Control Application (the “Application”) with the Board, pursuant to 49 U.S.C. §§ 11323-11325 and 49 C.F.R. Part 1180, seeking authority to control EJ&EW, which is to be formed as a wholly owned subsidiary of EJ&E and which would, at the time of the proposed stock acquisition, be a rail common carrier. In the course of preparing and prosecuting the Application, the notice for regulatory authority for the creation of EJ&EW, and any related proceedings, Petitioners may find it necessary to

¹ EJ&E is a wholly owned subsidiary of Transtar, Inc. (“Transtar”), which is in turn a

exchange information among themselves and their affiliates that includes (or is based on) proprietary and commercially sensitive information, including shipper-specific traffic data that is protected by 49 C.F.R. § 11904 from public disclosure, proprietary financial data, and other confidential information the disclosure of which could have an adverse competitive impact on Petitioners, affiliates, or other interested parties. In addition, during the course of this and related proceedings, Petitioners, U.S. Steel, Transtar, and other interested parties may engage in discovery, or file evidence, that includes (or is based on) such proprietary and commercially sensitive information.

Issuance of a protective order at the outset of this proceeding, as the Board has routinely done in prior control cases,² will facilitate the discovery process and the exchange of information, and will establish appropriate procedures for the submission of evidence containing proprietary and commercially sensitive information, while protecting such information from unnecessary public disclosure.

Further, because of the possibility that some work on the Application cannot be performed efficiently until the protective order has been issued, Petitioners respectfully request

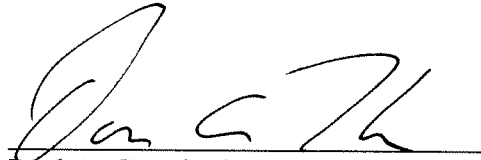
wholly owned subsidiary of United States Steel Corporation (“U.S. Steel”).

² See, e.g., *Canadian Pac. Ry. – Control – Dakota, M. & E. R.R.*, STB Finance Docket No. 35081, Decision No. 1 (STB served Sept. 21, 2007); *Fortress Inv. Group LLC – Acquisition – Florida E. Coast Ry.*, STB Finance Docket No. 35031 (STB served June 6, 2007); *Canadian Nat’l Ry. – Control – Duluth, M. & I.R. R.R.*, STB Finance Docket No. 34424, Decision No. 1 (STB served Oct. 29, 2003) (“*CN/GLT Decision No. 1*”); *Kansas City S. – Control – Kansas City S. Ry.*, STB Finance Docket No. 34342, Decision No. 1 (STB served May 13, 2003); *Canadian Nat’l Ry. – Control – Wisc. Cent. Transp. Co.*, STB Finance Docket No. 34000, Decision No. 1 (STB served Feb. 5, 2001); *Canadian Nat’l Ry. – Common Control*, STB Finance Docket No. 33842, Decision No. 2 (STB served Jan. 12, 2000) (“*CN/BNSF Decision No. 2*”); *Canadian Nat’l Ry. – Control – Ill. Cent. Corp.*, Decision No. 1 (STB served Feb. 26, 1998) (“*CN/IC Decision No. 1*”); *CSX Corp. – Control & Operating Leases/Agreements – Conrail Inc.*, STB Finance Docket No. 33388, Decision No. 1 (STB served Apr. 16, 1997) (“*CSX/NS Decision No. 1*”).

that the Board take expedited action on this petition, as it has in prior control cases.³

WHEREFORE, Petitioners respectfully request that a protective order be entered in substantially the form provided in the Appendix hereto, including the forms of confidentiality undertakings that accompany it.

Respectfully submitted,



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October 3, 2007

³ E.g., CN/GLT Decision No. 1; CN/BNSF Decision No. 2; CN/IC Decision No. 1; CSX/NS Decision No. 1.

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) “Application” means an application filed, or intended to be filed, in this docket seeking authorization for Canadian National Railway Company (“CNR”) and Grand Trunk Corporation (“GTC”) to acquire control of EJ&E West Company (“EJ&EW”), pursuant to the Stock Purchase Agreement dated September 25, 2007, by and between GTC and Elgin, Joliet and Eastern Railway Company, a wholly owned subsidiary of Transtar, Inc. (“Transtar”), and indirect subsidiary of United States Steel Corporation (“U.S. Steel”).

(b) “Confidential Documents” means documents and other tangible materials containing or reflecting Confidential Information.

(c) “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.

(d) “Designated Material” means any documents designated or stamped as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in accordance with paragraph 5 or 6 of this Protective Order, and any Confidential Information contained in such materials.

(e) “Proceedings” means those proceedings before the Surface Transportation Board (“Board”) concerning the application in STB Finance Docket No. 35087, regulatory

authority for the creation of the EJ&EW, and any related proceedings before the Board, and any judicial review proceedings arising from STB Finance Docket No. 35087 or from any related proceedings before the Board.

2. Personnel of CNR and its affiliates (collectively, “CN”), and of Elgin, Joliet and Eastern Railway Company, Transtar, U.S. Steel, and their affiliates (collectively, “EJ&E”), including outside consultants and attorneys for CN or EJ&E (representatives), may exchange Confidential Information for the purpose of participating in the Proceedings, but not for any other business, commercial, or other competitive purpose, unless and until their application in the Proceedings is approved, except to the extent they would have been properly able to exchange such information apart from this order.

3. To the extent that any meetings, conferences, exchanges of data, communications or other cooperative efforts between representatives of CN and EJ&E or their affiliates are held and carried out for purposes of these Proceedings, such meetings, conferences, exchanges of data, communications, and other cooperative efforts are deemed essential for the conduct and disposition of such proceedings and will not be deemed a violation of 49 U.S.C. §§ 11323 or 11904, or any other relevant provision of the ICC Termination Act of 1995.

4. If the application is disapproved by the Board, or if the application is approved but control is not effected, or if no application is filed, then all Confidential Documents, other than file copies of pleadings and other documents filed with the Board and retained by outside counsel for a party to these Proceedings and except as provided elsewhere in this Order, must, upon the request of the party originating the Confidential Information contained or reflected in such Confidential Documents, be destroyed or returned to the requesting party.

5. If any party to these Proceedings 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 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, except that no prohibition in any subsequent paragraph is applicable to an exchange of information pursuant to paragraph 2 of this Protective Order.

6. Any party producing material in discovery to another party to these Proceedings, or submitting material in pleadings or other documents filed or served, 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 hereinafter, except that no prohibition in any subsequent paragraph is applicable to an exchange of information pursuant to paragraph 2 of this Protective Order.

7. 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 Order.

8. 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.

9. 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 challenge(s).

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

11. 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.

12. No party may include Designated Material in any pleading, brief, or other document submitted physically 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. No party may include Designated Material in any pleading, brief, or other document submitted to the Board electronically, under the e-filing option provided in 49 C.F.R. § 1104.1(e), unless the filing party submits the pleading or other document as “Confidential” under such options as are provided on the Board’s Web site for electronic filing of documents. All pleadings and other documents submitted pursuant to the terms of this paragraph and containing information designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL” shall bear a prominent designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” as appropriate, on their first pages. All such pleadings and documents 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.

13. 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 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.

14. 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.

15. 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 12 of this Protective Order.

16. 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, 5, or 6 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. §§ 11323 or 11904 or of any other relevant provision of the ICC Termination Act of 1995.

17. 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.

18. Simultaneously with the submission of any document to the Board that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” the submitting party must also submit a public version of that document, from which all Confidential Information has been redacted. Any party submitting a document to the Board that it designates as “HIGHLY CONFIDENTIAL” shall make available to in-house counsel for all other parties who have signed an undertaking substantially in the form set forth in Exhibit A to this Order a version of that document containing all information reviewable by such in-house counsel under the terms of this Order (“Confidential Version”). If the Confidential Version is provided to counsel for other parties in electronic form, the submitting party shall not also be required to provide a paper copy. In lieu of providing a Confidential Version, the submitting party may, simultaneously with its submission of the document to the Board, make available to outside counsel for all other parties a list of all portions of that document that must be redacted therefrom to produce a Confidential

Version, and such outside counsel may then prepare Confidential Versions, from which those listed portions have been redacted, which such outside counsel may provide to in-house counsel who have signed confidentiality undertakings substantially in the form set forth at Exhibit B of this Order.

19. 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, unless that party has consented in writing to the disclosure.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that applicants 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.

Dated: _____

Exhibit A

UNDERTAKING – CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on _____, 2007, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in 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 Finance Docket No. 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings before the Surface Transportation Board, and/or any judicial review proceedings in connection with any of those 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.

Exhibit B

UNDERTAKING - HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside counsel or an outside consultant for _____, for whom I am acting in this proceeding. I have read the Protective Order served on _____, 2007, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings, 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. 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings before the Surface Transportation Board, or any judicial review proceedings in connection with any of those 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 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.

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____