

NO. 141 Original

---

In The

SUPREME COURT OF THE UNITED STATES

---

STATE OF TEXAS

v.

STATE OF NEW MEXICO and  
STATE OF COLORADO

---

TRANSCRIPT OF JUNE 24, 2022, HEARING  
BEFORE HONORABLE MICHAEL A. MELLOY, SPECIAL MASTER,  
UNITED STATES CIRCUIT JUDGE, taken at THOMAS F.  
EAGLETON UNITED STATES COURTHOUSE, 111 South 10th  
Street, St. Louis, Missouri, beginning at 9:00 a.m.

---

## 1 A P P E A R A N C E S

2 FOR THE STATE OF TEXAS:

3 Mr. Stuart L. Somach  
4 Ms. Theresa C. Barfield  
5 SOMACH SIMMONS & DUNN  
6 500 Capitol Mall, Suite 1000  
7 Sacramento, California 95814  
8 (916) 446-7979  
9 ssomach@somachlaw.com  
10 tbarfield@somachlaw.com

11 -and-

12 Ms. Sarah A. Klahn  
13 SOMACH SIMMONS & DUNN  
14 2701 Lawrence Street, Suite 113  
15 Denver, Colorado 80205  
16 (720) 279-7868  
17 sklahn@somachlaw.com

18 -and-

19 Ms. Priscilla M. Hubenak  
20 STATE OF TEXAS ATTORNEY GENERAL'S OFFICE  
21 Post Office Box 12548  
22 Austin, Texas 78711  
23 (512) 463-2012  
24 priscilla.hubenak@oag.texas.gov

25 FOR THE STATE OF NEW MEXICO:

Mr. Jeffrey Wechsler  
MONTGOMERY & ANDREWS  
325 Paseo De Peralta  
Santa Fe, New Mexico 87501  
(505) 986-2637  
jwechsler@montand.com

-and-

Ms. Lisa M. Thompson  
TROUT RALEY  
1120 Lincoln Street, Suite 1600  
Denver, Colorado 80203  
(303) 861-1963  
lthompson@troutlaw.com

1        -and-

2        Ms. Cholla Khoury  
3        Mr. Zachary E. Ogaz  
4        NEW MEXICO ATTORNEY GENERAL'S OFFICE  
5        Post Office Drawer 1508  
6        Santa Fe, New Mexico 87501  
7        (505) 329-4672  
8        ckhoury@nmag.gov  
9        zogaz@nmag.gov

10       FOR THE STATE OF COLORADO:

11       Mr. Chad Wallace  
12       COLORADO DEPARTMENT OF LAW  
13       1300 Broadway, 7th Floor  
14       Denver, Colorado 80203  
15       (720) 508-6281  
16       chad.wallace@coag.gov

17       FOR THE UNITED STATES:

18       Mr. R. Lee Leininger  
19       U.S. DEPARTMENT OF JUSTICE  
20       999 18th Street, Suite 370  
21       Denver, Colorado 80202  
22       (303) 844-1375  
23       lee.leininger@usdoj.gov

24       -and-

25       Ms. Judith E. Coleman  
26       U.S. Department of Justice  
27       Post Office Box 7611  
28       Washington, DC 20044  
29       (202) 514-3553  
30       judith.coleman@usdoj.gov

31       -and-

32       Ms. Shelly Randel  
33       U.S. DEPARTMENT OF THE INTERIOR  
34       1849 C Street NW  
35       Washington, DC 20240  
36       (202) 208-5432  
37       shelly.randel@sol.doi.gov

1        -and-

2        Mr. Christopher B. Rich  
3        U.S. DEPARTMENT OF THE INTERIOR  
4        125 South State Street, Suite 6201  
5        Salt Lake City, Utah 84138  
6        (801) 524-5677

7        FOR THE EL PASO COUNTY WATER AND IMPROVEMENT DISTRICT  
8        NO. 1:

9        Ms. Maria O'Brien  
10       MODRALL SPERLING ROEHL HARRIS & SISK, P.A.  
11       500 Fourth Street N.W.  
12       Albuquerque, New Mexico 87103  
13       (505) 848-1800  
14       mobrien@modrall.com

15       -and-

16       Mr. Renea Hicks  
17       LAW OFFICE OF MAX RENEA HICKS  
18       Post Office Box 303187  
19       Austin, Texas 78703  
20       (512) 480-8231  
21       rhicks@renea-hicks.com

22       FOR THE ELEPHANT BUTTE IRRIGATION DISTRICT:

23       Ms. Samantha R. Barncastle  
24       BARNCASTLE LAW FIRM, LLC  
25       1100 South Main, Suite 20  
26       Las Cruces, New Mexico 88005  
27       (575) 636-2377  
28       samantha@h2o-legal.com

29       FOR THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY  
30       AUTHORITY AND THE CITY OF LAS CRUCES:

31       Mr. James C. Brockmann  
32       STEIN & BROCKMANN, P.A.  
33       Post Office Box 2067  
34       Santa Fe, New Mexico 87504  
35       (505) 983-3880  
36       jcbrockmann@newmexicowaterlaw.com

## 1 FOR THE CITY OF EL PASO:

2 Mr. Douglas G. Caroom  
BICKERSTAFF HEATH DELGADO ACOSTA, LLP  
3 3711 S. MoPac Expressway Building One, Suite 300  
Austin, Texas 78746  
4 (512) 472-8021  
dcaroom@bickerstaff.com

5  
6 FOR THE CITY OF LAS CRUCES:

7 Mr. Jay F. Stein  
STEIN & BROCKMAN, P.A.  
8 Post Office Box 2067  
Santa Fe, New Mexico 87504  
9 (505) 983-3880  
jfstein@newmexicowaterlaw.com

10  
11 FOR THE NEW MEXICO PECAN GROWERS, NEW MEXICO STATE  
UNIVERSITY, AND SOUTHERN RIO GRANDE DIVERSIFIED CROP  
12 FARMERS ASSOCIATION:

13 Ms. Tessa T. Davidson  
DAVIDSON LAW FIRM, LLC  
14 4206 Corrales Road  
Post Office Box 2240  
15 Corrales, New Mexico 87048  
(505) 792-3636  
16 ttd@tessadavidson.com

17  
18 COURT REPORTER:

19 Ms. Heather L. Garza  
WORLDWIDE COURT REPORTERS  
3000 Wesleyan Street, Suite 235  
20 Houston, Texas 77027  
(800) 745-1101  
21 heather\_garza@ymail.com

## P R O C E E D I N G S

1  
2 **JUDGE MELLOY:** Please be seated. Good  
3 morning, everyone. It's nice after two years to  
4 finally be back together in person for a hearing.  
5 I've seen a lot of you on camera, but it's nice to be  
6 here, as I say, in person for a change. This is, of  
7 course, in the United States Supreme Court Original  
8 No. 141, State of Texas versus State of New Mexico and  
9 State of Colorado with the United States as  
10 intervenor. So let me start by indicating that I'll  
11 take appearances. I know we do have some people who  
12 are participating by telephone or are at least  
13 listening in by telephone. I'm not going to take  
14 their appearances because they're basically  
15 spectators, but I will take the appearances of all the  
16 counsel who are present. So we'll start with the  
17 State of Texas. Mr. Somach?

18 **MR. SOMACH:** Yes, Your Honor. Stuart  
19 Somach, counsel of record for the State of Texas.  
20 With me at counsel table are Theresa Barfield and  
21 Sarah Klahn with my office, and Priscilla Hubenak of  
22 the Texas Attorney General's Office. In the audience  
23 is Mr. Bobby Skov. He's the Texas Rio Grande  
24 Commissioner.

25 **JUDGE MELLOY:** Thank you. And for New

1 Mexico?

2                   **MR. WECHSLER:** Good morning, Your Honor.  
3 Jeff Wechsler on behalf of the State of New Mexico.  
4 With me in front of the bar we have Cholla Khoury,  
5 chief deputy attorney general, Zachary Ogaz, also with  
6 the attorney general's office, and Lisa Thompson from  
7 Trout Raley. We also have with us the state engineer  
8 and Compact commissioner, Mr. Mike Hamman, and the  
9 interstate stream commission director, Dr. Rolf  
10 Schmidt-Petersen.

11                   **JUDGE MELLOY:** Thank you. State of  
12 Colorado?

13                   **MR. WALLACE:** Good morning, Your Honor.  
14 Chad Wallace, counsel of record for the State of  
15 Colorado. In the audience today is Michael Sullivan,  
16 the deputy state engineer.

17                   **JUDGE MELLOY:** And for the United  
18 States?

19                   **MR. LEININGER:** Good morning, Your  
20 Honor. Lee Leininger for the United States, and at  
21 the table with me is Judith Coleman, Department of  
22 Justice, and I'm joined from the solicitor's office  
23 Chris Rich and Shelly Randel, and for the Bureau of  
24 Reclamation, Jennifer Faler.

25                   **JUDGE MELLOY:** Thank you. All right.

1 Do we have anyone here from the Albuquerque Bernalillo  
2 County Water Utility Authority?

3 **MR. BROCKMANN:** Yes, Your Honor. Jim  
4 Brockmann, counsel of record for the Albuquerque  
5 Bernalillo County Water Utility Authority.

6 **JUDGE MELLOY:** City of El Paso.

7 **MR. CAROOM:** Good morning, Your Honor.  
8 Doug Caroom for the City of El Paso.

9 **JUDGE MELLOY:** City of Las Cruces?

10 **MR. STEIN:** Yes, Your Honor. Jay Stein  
11 appearing for the City of Las Cruces, the city  
12 utility's director and assistant director are joining  
13 remotely.

14 **JUDGE MELLOY:** El Paso County Water  
15 Improvement District No. 1?

16 **MS. O'BRIEN:** Good morning, Your Honor.  
17 Maria O'Brien and Renea Hicks for El Paso County Water  
18 Improvement District No. 1.

19 **JUDGE MELLOY:** Elephant Butte Irrigation  
20 District.

21 **MS. BARNCASTLE:** Good morning, Your  
22 Honor. Samantha Barncastle for the Elephant Butte  
23 Irrigation District.

24 **JUDGE MELLOY:** Hudspeth County  
25 Conservation and Reclamation District No. 1, anyone?



1 (No response.)

2 **JUDGE MELLOY:** New Mexico pecan growers?

3 **MS. DAVIDSON:** Good morning, Your Honor.  
4 Tessa Davidson for New Mexico pecan growers, and I've  
5 also been asked to appear for the Southern Rio Grande  
6 diversified crop farmers and New Mexico State  
7 University. Mr. Olsen and Mr. Utton's schedules did  
8 not allow them to appear today, and they ask that I  
9 speak on their behalf.

10 **JUDGE MELLOY:** I'm sorry. You're  
11 appearing for New Mexico State University, as well?

12 **MS. DAVIDSON:** Yes, sir.

13 **JUDGE MELLOY:** All right. Thank you.  
14 All right. I think that's all the parties. Did I  
15 miss anybody?

16 (No response.)

17 **JUDGE MELLOY:** And, of course, we have  
18 present the mediator in this case, Judge Arthur  
19 Boylan. First of all, I do want to thank the district  
20 court here in Eastern District of Missouri, Chief  
21 Judge Sippel and his staff and the clerk's office for  
22 making these facilities available and all their  
23 assistance in setting up the hearing this morning. I  
24 guess there was a little confusion about my prior  
25 order concerning a status report. I had -- when I

1 entered that order, it was on the assumption that the  
2 mediation would be concluded after the session in El  
3 Paso because there was some discussion that that was  
4 going to be the make or break session and so I was  
5 anticipating that we would know one way or the other  
6 where the case stood after that mediation; however, as  
7 I understand, mediation has continued up until  
8 yesterday here in St. Louis. So in lieu of that  
9 written report, maybe I'll ask Judge Boylan to come  
10 forward and just tell us from your perspective where  
11 you think you are.

12 **JUDGE BOYLAN:** Good morning, Your Honor.  
13 Let me suggest the following that the summary of our  
14 -- our meetings are as follows. I think we met for at  
15 least 25 days. I've lost count. But we've met with  
16 -- in sessions in St. Paul, Minnesota; Denver,  
17 Colorado; Albuquerque, New Mexico; El Paso, Texas,  
18 Minneapolis, Minnesota; Atlanta, Georgia; Fort Myers,  
19 Florida; as well as St. Louis, Missouri. Amici have  
20 attended some of these sessions and portions of  
21 others. The parties have worked diligently and in  
22 good faith in an attempt to reach an appropriate  
23 resolution of the matters in litigation. I will say  
24 from my own perspective, there's been a great deal of  
25 goodwill. There's been a great deal of trust that's

1    been generated by the meetings that we've conducted.  
2    I think it's fair to say that the parties have reached  
3    tentative agreements on some principles of an  
4    agreement, which could and may be finally agreed upon,  
5    but we're not there yet. One of the things that I  
6    think the Court is going to be asked is, by the  
7    parties, what the Court's thoughts are concerning the  
8    scheduling of the trial in October. I think each of  
9    the parties, as I understand it in visiting with them  
10   this morning, are willing to continue engaging in  
11   settlement discussions. I think each of them would  
12   tell you that we've made a great deal of progress. I  
13   also believe that they have different opinions that  
14   you'll hear expressed about whether or not that trial  
15   should remain or whether -- so -- so that dual tracks  
16   of settlement and trial preparation can take place or  
17   whether it's impossible to have a dual track because  
18   of various issues call for a party if trial is going  
19   to continue to be scheduled in October that settlement  
20   be pushed off to the side -- pardon me -- and that --  
21   that their complete and total efforts be directed  
22   towards trial. And you're going to hear, I think, the  
23   parties' various views on that.

24                   I have a view that I'll express, and  
25   that's this: I think that the trial, if conducted in

1     October, will likely mean an end to the settlement  
2     discussions. That's my view, but I'm not positive  
3     that that will be true. I do think that if trial is  
4     conducted, that there is still a remedies portion of  
5     the trial that will have to be scheduled thereafter,  
6     and that remedies schedule and the remedies that may  
7     have -- may be imposed by the Court in any such order  
8     likely means that it will take years to get back to  
9     the spot that we're at today. I would suggest at  
10    least in my own view that continued settlement efforts  
11    are indeed warranted and will be fruitful if we're  
12    allowed to do that.

13               **JUDGE MELLODY:** Well, one of the -- I  
14    guess one of the questions that comes to mind is I --  
15    I know that we -- we've had various deadlines  
16    established, and in the last status conference, we  
17    were talking the El Paso week was going to be the  
18    make-of-break week, and now, they continue. And I  
19    know it's probably impossible to say, but how much  
20    more time do you think is necessary to -- to -- to  
21    continue the negotiations to -- I mean, I -- how many  
22    issues are still out there and how long do you think  
23    it's going to take to get them resolved.

24               **JUDGE BOYLAN:** I'm not quite sure if I  
25    can nail down the number of issues that are out there,

1 but I can at least give the Court some road map of  
2 what I believe would be involved if we were to  
3 continue settlement negotiations. I think by the end  
4 of September, either we have a written agreement, as  
5 opposed to all kinds of oral agreements, and that if  
6 the -- if September 30th arises, and there is no  
7 written agreement, then I think that the Court can be  
8 told with all assurances from myself that the matter  
9 should proceed to trial. If we did have a written  
10 agreement by September 30th, I would foresee that that  
11 would be an agreement that would call for certain  
12 measures to be arrived at between September and  
13 probably the first quarter of 2023, including perhaps  
14 regulatory action by various parts -- parties or  
15 legislative action by various parties to make sure  
16 that the provisions of the settlement agreement, as  
17 described in that written document, would come to  
18 fruition. So it would not be a settlement agreement  
19 that would be fully enforceable as of that date, but  
20 would have some degree of responsible parties doing X,  
21 Y, or Z between that date and the end of the first  
22 quarter of 2023, and that would be to accomplish the  
23 legislative changes that have to be enacted for that  
24 settlement to become effective.

25 **JUDGE MELLOY:** And you would envision

1 that there would be a written agreement by -- by  
2 September, if there is an agreement?

3 **JUDGE BOYLAN:** Correct.

4 **JUDGE MELLOY:** And maybe I need to  
5 address this more to the parties, but would you  
6 envision then at that point ultimate Supreme Court  
7 approval of that agreement, which would mean, I guess  
8 by necessity, notice, hearing, report from me to the  
9 Supreme Court or -- or is this something that the  
10 Supreme Court wouldn't have to rule upon?

11 **JUDGE BOYLAN:** I think that the parties  
12 would envision that at the end of that legislative  
13 action being taken, that an evidentiary hearing would  
14 be scheduled before you, the experts would be  
15 available to testify to the Court's satisfaction, and  
16 that they would ask the Court to undertake making a  
17 report and recommendation to the Supreme Court that  
18 the settlement, if approved by this Court, be adopted  
19 by the Supreme Court. The parties perhaps would have  
20 a better handle on it as to the procedural posturing  
21 the settlement would take, but I believe that that's a  
22 fair -- a fair description of what would take place.

23 **JUDGE MELLOY:** Have you scheduled a  
24 further mediation session at this point?

25 **JUDGE BOYLAN:** No.

1                   **JUDGE MELLOY:** Okay.

2                   **JUDGE BOYLAN:** We were awaiting your --  
3 your decision this morning, Judge.

4                   **JUDGE MELLOY:** Thank you. All right.  
5 Anything else you can think of?

6                   **JUDGE BOYLAN:** I don't believe so.

7                   **JUDGE MELLOY:** All right. Thank you.

8                   **JUDGE BOYLAN:** Thank you, Judge.

9                   **JUDGE MELLOY:** All right. Well, I guess  
10 let's start with you, Mr. Somach. Where do you think  
11 we are?

12                   **MR. SOMACH:** Well, I would echo Judge  
13 Boylan's statement that we've spent a lot of days  
14 mediating.

15                   **JUDGE MELLOY:** Excuse me a second. Why  
16 don't you pull that. There you go. Thank you.

17                   **MR. SOMACH:** Can you hear me?

18                   **JUDGE MELLOY:** Yeah.

19                   **MR. SOMACH:** We've spent a lot of days  
20 mediating in a lot of different locations. I think  
21 everybody has acted in good faith, and I think we have  
22 developed a level of trust in terms of moving forward.  
23 We've also made great progress on a lot of issues and,  
24 you know, from the State of Texas perspective have --  
25 have hopes that if we are -- if we continue

1 discussions, that we will -- that we may well reach  
2 settlement. But we are not in favor of continuing the  
3 trial date. We believe that the trial date should  
4 remain October 3rd. That's not to telegraph an  
5 unwillingness to continue to -- to talk settlement.  
6 We believe that we can do both of those things. If we  
7 thought that there would be a final deal done by  
8 September 23rd, we might have a different view, but as  
9 you'll hear from the other parties, that, in our view,  
10 is not what's being proposed. What's being proposed  
11 is that there will be a tentative agreement on  
12 September 23rd and then there will be need for the  
13 United States to decide whether or not they're going  
14 to finally agree, which will take them, they say,  
15 until December, and that the agreement, even in  
16 December, is predicated upon legislative action in New  
17 Mexico, which is estimated by New Mexico to be  
18 somewhere around April of 2023. So from -- so from  
19 September 23rd in this -- this hypothetical timeline  
20 when we would have reached agreement, the State of  
21 Texas will basically sit on its hands until some time  
22 in April with the hope that the United States will  
23 approve a settlement and that the New Mexico state  
24 legislature will enact legislation. We've been at  
25 this since 2013. That puts a decision of settlement



1 or trial into 2023, which is a decade after we  
2 initiated this litigation with absolutely no relief on  
3 the part of anybody with respect to the real and  
4 serious claims that the State of Texas has made.  
5 Again, our view is that we should continue with the  
6 trial date. We are willing to continue to talk  
7 negotiation with the parties with the hope perhaps,  
8 and we would propose an August either status  
9 conference or, quite frankly, pre-trial hearing so  
10 that we can report back to you either that we have  
11 some kind of an agreement that -- that we're willing  
12 to -- to endorse that would allow a continuance of the  
13 trial or to proceed in the normal pre-trial hearing  
14 with -- with those things that we would do.

15 **JUDGE MELLODY:** Well, where would we be  
16 if the parties were able to come to an agreement that  
17 was subject to these various contingencies in  
18 September? Where would that leave us? Would you say  
19 we'd still go ahead with the trial while the United  
20 States was getting their approvals and New Mexico was  
21 trying to enact their legislation or would we at that  
22 point continue the trial? What --

23 **MR. SOMACH:** Yes. The latter is what we  
24 were thinking because at that point, we would have  
25 more -- more to evaluate from the State of Texas'

1 perspective with respect to whether or not this is a  
2 true settlement or not. We just don't have -- we  
3 don't have the faith. We don't have a settlement on  
4 paper. We have no commitment that we will have a  
5 settlement by September 23rd, and that commitment,  
6 whatever it is that comes on September 23rd, won't be  
7 a final commitment. It will be a conditional  
8 commitment on things that we have absolutely no power  
9 of. We have, quite frankly, no interest in either,  
10 but -- but those are impediments to -- to our being  
11 able to either go to trial or settle the case. We  
12 would be willing to commit to a settlement, a final  
13 settlement, on September 23rd if we could reach it,  
14 but that's not what's being proposed here. That's not  
15 the proposal. The proposal is we'll see if we can get  
16 a final tentative approval by the 23rd, then it'll  
17 have to go through the United States' approval  
18 process, and there has to be legislation by the New  
19 Mexico legislature, which is quite a different thing.  
20 But if we continue to negotiate and have something, an  
21 agreement on the 23rd of September, we would be  
22 willing to sit down and reevaluate at that point the  
23 best way to proceed. But at this point in time, we're  
24 not prepared to give up the -- the trial date that --  
25 that -- that we have, which has been deferred for any

1 number of reasons already for a great deal of time.

2           **JUDGE MELLOY:** Well, in your view -- and  
3 I'll ask the other parties the same thing -- are the  
4 issues that remain ones that you think are  
5 surmountable or are there some pretty major obstacles  
6 that are going to be very, very difficult to get over?

7           **MR. SOMACH:** From -- from the Texas  
8 perspective, the issues of concern to us, we think  
9 we're in pretty good shape with. And this is, of  
10 course, part of the problem. It's the issues that  
11 other people have posed or -- or imposed, including  
12 the need for legislation, that we think we have  
13 absolutely no certainty that those things are  
14 surmountable. And that's part of it. If we had some  
15 faith that after all of this time -- because what  
16 we're talking about really is -- is April or May of  
17 2023. That's -- that's essentially a year from today,  
18 you know, more or less, by the time we -- if it all  
19 fell apart, by the time we get back to trial. We have  
20 absolutely no faith or certainty that that will occur,  
21 notwithstanding what I think are the good faith  
22 representations that are being made. But I just --  
23 one -- one cannot predict what happens in a  
24 legislative process. I'm sorry. You know, it's just  
25 not something that one can rely upon, particularly

1 when it's another state's legislative process on top  
2 of everything else, state that you're in litigation  
3 with.

4 **JUDGE MELLOY:** Anything else you want to  
5 say?

6 **MR. SOMACH:** No, Your Honor.

7 **JUDGE MELLOY:** All right. Thank you.  
8 What's your view, Mr. Wechsler?

9 **MR. WECHSLER:** Your Honor, we talked  
10 about this and thought it might be easier for you to  
11 understand if the United States went next.

12 **JUDGE MELLOY:** All right.  
13 Mr. Leininger?

14 **MR. LEININGER:** Thank you, Your Honor.  
15 Good morning. As -- as Judge Boylan stated, we do --  
16 the parties do have different views on the likelihood  
17 of success of this settlement effort. It has been a  
18 long road. We have had at least 25 in-person days.  
19 What Judge Boylan didn't mention, we've also had  
20 numerous Zoom conferences for this effort. We feel at  
21 this point that delaying the trial, postponing the  
22 trial, is the right path because what we are proposing  
23 is that in September -- we want to put a date on that,  
24 September 23rd -- Friday, September 23rd, we have a  
25 complete settlement, proposed decree with appendices,

1 ready for respective lines of approval. So they would  
2 go up through various states, and in our case, we have  
3 certain federal regulatory statutory requirements. So  
4 we have discussions with the SG. What would be  
5 required would be approval from Department of  
6 interior. It would have to go up through DOJ and the  
7 SG's office. That process would take approximately  
8 three months. So that's where we land on the end of  
9 this year for purposes of signing this document. The  
10 effective date continued on the legislation is because  
11 the New Mexico legislation does not go into session  
12 again until January. So we have a few items that  
13 would require legislative approval. I think all the  
14 parties agree on that, and that would be addressed in  
15 the legislative session. So the conclusion of this  
16 process we see in April of next year. We are complete  
17 with this process. The problem we have with trying  
18 this dual track of continuing negotiations and  
19 preparation for trial is that we just don't have the  
20 resources to do this. We cannot commit the -- the  
21 amount of manpower and hours that are required to  
22 prepare for this trial. This trial has over 25  
23 witnesses, most of whom are expert witnesses. So the  
24 preparation for an October 3rd trial needs to  
25 commence, and it needs to be the primary focus. So

1 being able to do that and complete our settlement  
2 negotiations with this September 23rd deadline is just  
3 unattainable in our view.

4 **JUDGE MELLOY:** Well, I kind of hear two  
5 things about the settlement. One is you need time to  
6 document it, and I anticipate that that would happen.  
7 In fact, at the last status conference, I know Judge  
8 Boylan had indicated that he hoped that at some point,  
9 we could at least have a term sheet that everybody  
10 would tentatively agree upon but then it would take  
11 two to three months to reduce whatever is agreed upon  
12 to a final written agreement that would be signed and  
13 subject to court approval, but I guess I'm not -- it's  
14 not clear to me where you think we are. Are we still  
15 in a phase where we've got to get to that term sheet  
16 stage and then do the final agreement or do you think  
17 you're basically at an agreement that you can start  
18 drafting?

19 **MR. LEININGER:** The latter. I think we  
20 have made remarkable progress in this -- in this case,  
21 especially this week. I mean, nothing like -- nothing  
22 like this status conference which allowed the parties  
23 to focus on their real efforts. So, yes, I think  
24 we're -- we're at that stage where putting it to pen.

25 **JUDGE MELLOY:** Well, Mr. Somach

1 indicates that basically Texas seems to be on board  
2 with -- with their issues. Are you on board with your  
3 issues with -- with all the other parties? I mean, I  
4 know subject to the various levels of approval, but I  
5 assume you've been talking to people in the SG's  
6 office and the Department of Interior and Reclamation  
7 and whoever else you have to -- I mean, I assume if --  
8 if somebody had a big problem with this, you'd know it  
9 by now, wouldn't you?

10 **MR. LEININGER:** Absolutely. I mean,  
11 this -- this case has been remarkable in my career the  
12 amount of communication that we've had with our  
13 advisors and superiors, including in the SG's office.  
14 So, yes, it's -- it's -- what -- what is being  
15 discussed and envisioned for settlement purposes will  
16 not come as a surprise to anyone at our -- at our  
17 approval chain. So we do feel that at this point, the  
18 effort should be devoted toward drafting that final  
19 proposed decree. We have experts also that have put  
20 in considerable efforts on this so it's complex, and  
21 that part of it is also ongoing, which would be  
22 attached to this proposed decree so that we have a  
23 final settlement for this -- for this case, for this  
24 Compact case.

25 **JUDGE MELLOY:** Do you envision -- what

1 do you envision the procedure to be as far as the  
2 Supreme Court is concerned? What's the involvement of  
3 the Supreme Court, this settlement?

4 **MR. LEININGER:** Well, I -- I think at  
5 this point what we are envisioning is just as Judge  
6 Boylan mentioned, that we would have an evidentiary  
7 hearing so that we can present to you all of the facts  
8 that support what we are proposing in a settled decree  
9 amongst the parties, that that would then be subject  
10 to your report for purposes of the Supreme Court.  
11 Alternatively, if we go to trial and you issue your --  
12 your order and -- some party will take exception. I  
13 think there's no -- no doubt we would likely have  
14 exception, exceptions will be taken, have to go up, a  
15 couple of years, we're back then to proceed under a  
16 ruling in which we'll try to draft a remedy. So we  
17 are looking at -- at years more of this case versus  
18 the settlement route, which ideally could be complete  
19 next year.

20 **JUDGE MELLODY:** Well, just so I  
21 understand, you believe that come Monday, the parties  
22 can sit down and start putting together an agreement  
23 that you have agreed upon?

24 **MR. LEININGER:** Right. In writing, yes.  
25 Writing the language for the proposed decree.



1                   **JUDGE MELLOY:** Do you -- do you believe  
2 that you could sit down today and write out a term  
3 sheet that basically outlines what the agreement is?

4                   **MR. LEININGER:** We have -- everything is  
5 based upon the terms of -- of the agreement, but the  
6 direction that we have had -- and it's a very good  
7 question because the other parties have asked it, and,  
8 in fact, Judge Boylan has asked that question, but  
9 that is not -- the United States doesn't have an  
10 agreement until it has an agreement. So we need to  
11 have all of these pieces in place and ready for our  
12 recommendation that then goes up to the SG's office  
13 and to our superiors at -- at Department of Justice.  
14 And, again, as you -- as you asked, we have -- have  
15 weekly, sometimes even more often communication with  
16 all those entities to make sure we are on a path that  
17 we think that we have some assurance we can reach  
18 final settlement.

19                   **JUDGE MELLOY:** Well, what happens -- I'm  
20 curious. Let -- do each of these entities within the  
21 federal government have veto power over a settlement  
22 or is it if Interior says yes and SG says no or SG  
23 says yes and Interior says no, one has -- one has --  
24 can outvote the other? How does that work?

25                   **MR. LEININGER:** The SG has -- has

1 ultimate authority. We -- we, as the line attorneys  
2 who have been involved in this case, in my case for  
3 six years or more, write our -- our recommendation,  
4 which is then -- has to be approved. We have to do it  
5 in conjunction with Department of Interior so their  
6 approval is required. That package then is likely at  
7 that point from our assistant AG level to go to the  
8 Solicitor General's Office for -- for -- ultimately  
9 for the SG.

10 **JUDGE MELLOY:** And does the Solicitor  
11 General herself, is that the person who has to  
12 ultimately sign the agreement?

13 **MR. LEININGER:** I believe that's  
14 correct.

15 **MS. COLEMAN:** Ultimately has to approve  
16 it. I'm not sure about signing.

17 **JUDGE MELLOY:** Who signs on behalf of  
18 the United States? Does the attorney general himself  
19 have to do that or does the solicitor general or chief  
20 of the civil division or who?

21 **MR. LEININGER:** I honestly don't know  
22 the answer to that question. The -- the person that  
23 we're dealing with on a regular basis is -- is the  
24 deputy solicitor general, and he has brought this case  
25 to the attention numerous times of the SG. But I -- I

1 don't know who ultimately would sign this.

2 **JUDGE MELLOY:** Well, I guess I want to  
3 make clear, though, as far as you're concerned, there  
4 are no terms that need to be negotiated yet that --  
5 that would prevent you from starting to draft an  
6 agreement today?

7 **MR. LEININGER:** That is -- that is  
8 correct. There are still some terms and some values,  
9 which we think have to be completed in our  
10 negotiation. That would be part of the process, as we  
11 -- as we continue -- as we put this settlement to  
12 paper.

13 **JUDGE MELLOY:** Now, what do you mean by  
14 terms and values?

15 **MR. LEININGER:** There are certain  
16 parameters to this complex case, and it's all related  
17 to how -- how the water would be distributed and how  
18 the water would be divvied up really between we're  
19 looking at the project deliveries to Texas, New  
20 Mexico's use of water. So there are some values that  
21 had been discussed in terms of a range. I don't think  
22 any of the parties have recognized that we are at --  
23 at some divisive moment. We're not going to  
24 ultimately agree on a value that's going to go into  
25 the settlement.

1                   **JUDGE MELLOY:** I'm sorry. Say that  
2 again. So what needs to be agreed upon?

3                   **MR. LEININGER:** There -- there are  
4 certain figures, values that have been generated and  
5 discussed by our respective engineers. That would be  
6 plugged into portions of this written settlement  
7 agreement. So the -- the outline of this agreement is  
8 complete. We have the means to settle this case, and  
9 I -- I -- for one -- I won't speak for all the  
10 parties, but I think the United States is confident  
11 that we can reach a final settlement by the end of  
12 September.

13                  **JUDGE MELLOY:** Well, when you talk about  
14 these values, if you're talking about the water, I  
15 mean, that's the whole case. I mean, are these values  
16 the type of thing that could potentially become, as I  
17 used the term before, insurmountable obstacle to a  
18 settlement?

19                  **MR. LEININGER:** No, no. We don't see it  
20 that way whatsoever. There -- there's certain levels  
21 of water use that, for lack of a better term, may be  
22 viewed as interference with -- with the project. So  
23 there's certain levels of water use that we have to  
24 agree for project purposes, and our interest in this  
25 is the project and viability of the project. So

1     there's -- there are certain levels that we will put  
2     in the settlement agreement, which recognize the  
3     protection of the project, the viability of the  
4     project, and those are sort of the threshold values  
5     that have been discussed. We just need to have the  
6     engineers give us final figures.

7                 **JUDGE MELLOY:** All right. You've  
8     indicated that -- that you've been in continuous  
9     contact with the people, Interior, Solicitor General's  
10    Office, and other officials, and you don't anticipate  
11    any opposition. What about the other interested  
12    parties? Do you anticipate there's going to be  
13    opposition, and I'll let the amici speak for  
14    themselves, but do you anticipate any opposition from  
15    any interested party?

16                **MR. LEININGER:** No. I think the  
17    frustration that's being expressed by -- by Texas is  
18    more a frustration that keep the thumb on all the  
19    parties for purposes of this October 3rd start of  
20    trial, and we -- we have -- we cannot express in more  
21    direct terms that we don't think that that is the  
22    right course here, that we've had successful  
23    negotiations with all the parties in this case. So,  
24    no, we don't see any deal breakers.

25                **JUDGE MELLOY:** I'll circle back to

1 Mr. Somach and let him speak again and address this  
2 issue, which I didn't ask him about, but I want to  
3 hear from Mr. Wechsler first. But Mr. Somach  
4 indicated that one of his frustrations is that this  
5 case has been going on for nearly ten years, and Texas  
6 has gotten no relief. Is that entirely true in the  
7 sense that Texas is getting water under the operating  
8 agreement, which, of course, New Mexico says is  
9 contrary to what the Compact provides for? Is Texas  
10 still getting arguably more than its share of water  
11 under the operating agreement?

12 **MR. LEININGER:** Well, we -- we wouldn't  
13 put it as more.

14 **JUDGE MELLOY:** I used the word arguably,  
15 but they're still getting some relief under the  
16 operating agreement?

17 **MR. LEININGER:** Right. Yes, sir.

18 **JUDGE MELLOY:** And the operating  
19 agreement still is governing the distribution of the  
20 water?

21 **MR. LEININGER:** Yes, sir.

22 **JUDGE MELLOY:** Okay. Anything else you  
23 want to add?

24 **MR. LEININGER:** Nothing other than that,  
25 Your Honor.

1                   **JUDGE MELLOY:** All right. Mr. Wechsler?

2                   **MR. WECHSLER:** Thank you, Your Honor.

3       I'll start by saying -- reminding everyone, this is a  
4       very complex dispute that has lasted decades, has a  
5       very long history. By our count, it's 35 days of  
6       mediation and hopefully counting. The parties have,  
7       as you've heard, identified the major issues. We  
8       believe there have been tentative agreements, at least  
9       on the general contours. We do agree that there are  
10      details to be worked out. I think we agree with the  
11      United States, and if I heard correctly from Texas,  
12      that there are no insurmountable details, but I  
13      wouldn't represent that all of those details are  
14      worked out. But we are confident, based on those 35  
15      days of discussions over all of those issues, that  
16      ultimately we would reach a resolution. And so for  
17      that reason, we support the United States' proposal  
18      that you give us a deadline of September 23rd in order  
19      to present a settlement -- a written settlement in  
20      front of you. We think that's an ambitious deadline.  
21      If the parties are committed, we think it's  
22      achievable. As I said, there are a number of details  
23      that will need to go into that settlement.

24                   **JUDGE MELLOY:** Tell me about this  
25      legislation. What is the legislation, and have you

1 been in contact with the governor's office and the  
2 legislative leaders to know that -- have some  
3 confidence that it'll be enacted?

4 **MR. WECHSLER:** So, Your Honor, the final  
5 contours of -- let me back up and say there are parts  
6 of the settlement that all of the parties would have  
7 to do. In fact, in my experience, both in these types  
8 of cases, as well as complex litigation in general,  
9 it's not uncommon to have a period where you enter  
10 into a settlement and then there are a number of  
11 contingencies that have to be accomplished. That's  
12 true here, as well. There are things that the United  
13 States and Texas would have to do. The exact contours  
14 of any possible legislation in New Mexico haven't been  
15 identified. One possible one is funding for fallowing  
16 of land, but, again, I don't want to go into the  
17 details of a -- of a settlement. In terms of your --

18 **JUDGE MELLOY:** Let me ask you this: The  
19 -- I read an article, oh, three or four years ago now,  
20 I guess, that New Mexico was going to enter into a  
21 pilot program to fallow property, and they were going  
22 to, in essence, buy out water rights, and they had  
23 appropriated a couple million dollars for it, I  
24 believe. Is that -- without getting into the weeds of  
25 the settlement, is that at least something that's on



1 the table as expanding that type of a program?

2 **MR. WECHSLER:** So, Your Honor, in terms  
3 of the pilot program, that actually did occur, and New  
4 Mexico has had now, I think, going on three years of a  
5 pilot program there. There's also, actually,  
6 fallowing in the middle Rio Grande, as well, which  
7 doesn't impact this case. You know, again, without  
8 talking about the details of the settlement, we do  
9 anticipate that there would be continued --  
10 continuation of that project from New Mexico's  
11 perspective. That fallowing is likely to continue  
12 whether or not there's a settlement because we're  
13 interested in simply good groundwater management. So  
14 I think I feel comfortable saying there will be  
15 fallowing down there, and there certainly have been  
16 discussions about that as part of the settlement. You  
17 asked have we kept the decision makers informed. I  
18 mean, you have here in the courtroom the state  
19 engineer, who is the chief water official of New  
20 Mexico, as well as the interstate stream commission  
21 director, who is another one of the primary water  
22 officials in New Mexico. Both are appointed by the  
23 governor, and so there is a direct link to the  
24 governor's office. As you know, any settlement has to  
25 be -- in New Mexico is ultimately the decision of the

1 attorney general, who has been kept informed on a  
2 weekly, sometimes daily, basis of our ongoing  
3 discussions. You have in the courtroom our chief  
4 deputy, who has been delegated authority to negotiate  
5 and make a decision. So I'm quite confident in saying  
6 our decision makers are -- are well aware. There has  
7 been some briefing of the legislature. I don't  
8 disagree that a legislature can always be predictable,  
9 but, again, we wouldn't be entering a settlement that  
10 we weren't confident we could ultimately accomplish.  
11 So we don't agree that there's any sort of -- we don't  
12 agree that it's unlikely in any way, shape, or form.  
13 I take Texas' point to be they have concerns about the  
14 timing. I would echo what Judge Boylan and the United  
15 States said, and that is in the event that we simply  
16 litigate this case, you're likely looking at a much  
17 longer period of time before there's any resolution.  
18 One of the things that I -- I want to express on  
19 behalf of New Mexico is that we -- we agree with the  
20 United States that if -- if you maintain the October  
21 trial date, it will be very challenging to take a dual  
22 path. I mean, all of the parties have limited  
23 resources. New Mexico is willing to do that. We  
24 think it will be very hard. We are willing to do it.  
25 The reason that we are willing to do it is that the --

1 the Court itself has often expressed that these cases  
2 are best resolved by the parties themselves, and we  
3 think that that's true because the parties understand  
4 the issues and the nuances of the issues better and  
5 ultimately can reach a -- a lasting resolution that  
6 will avoid disputes and make sense for all of the  
7 many, many parties that are involved. The other thing  
8 I would say about that is, you know, we feel like  
9 there has been a -- a large amount of trust and  
10 goodwill built up. We feel confident that we're  
11 moving towards -- we can see the -- a potential  
12 resolution and are confident we can get there. We're  
13 less confident that that would happen should we wait  
14 some period of months, whether that's political  
15 changes or simply changes in the case, and so it's our  
16 view that we should postpone the -- the trial, set a  
17 date of September 23rd as a time to -- to put forth a  
18 settlement agreement. Again, that's ambitious, but  
19 we're willing to work towards that.

20 **JUDGE MELLOY:** Do you envision any  
21 amendment to the Compact by the settlement?

22 **MR. WECHSLER:** No.

23 **JUDGE MELLOY:** Do you -- do you  
24 anticipate that you'll be asking the Supreme Court to  
25 obtain any jurisdiction over the course?

1                   **MR. WECHSLER:** We agree with the United  
2 States. I'm not sure if you asked Texas that  
3 question, but we do agree with the United States that  
4 this would be presented to you as a -- for approval of  
5 a settlement with hopefully a decree from the Supreme  
6 Court. Again, my experience in almost all of those  
7 decrees, the Court retains jurisdiction at the foot of  
8 the decree really for any disputes, but there have not  
9 been any discussions for anything beyond that, and I  
10 think that's par for the course in terms of the way  
11 decrees are phrased by the Court.

12                   **JUDGE MELLOY:** All right. Anything  
13 else?

14                   **MR. WECHSLER:** Nothing further. Thank  
15 you.

16                   **JUDGE MELLOY:** All right. Thank you,  
17 Mr. Wechsler.

18                   Mr. Wallace, I'll give you a chance to  
19 speak.

20                   **MR. WALLACE:** Good morning. Thank you,  
21 Your Honor. Colorado continues its position of  
22 supporting settlement talks as the best way to resolve  
23 the dispute. Echoing the comments from all the other  
24 parties, we believe that over the course of  
25 discussions, we've built up a good deal of goodwill,

1 understanding, and frankly very good working  
2 relationship among all the parties, their experts, and  
3 clients through this, and we'd really just hate to see  
4 that break down at this stage. As far as the  
5 September 23 deadline, Colorado feels that that is  
6 ambitious, not that it's not attainable, but there are  
7 a good number of details, and as Your Honor is well  
8 aware, lawyers can be particular about putting things  
9 into writing and what those terms may -- may mean.  
10 For Colorado's part, our interest lies primarily in  
11 how a final settlement is reduced to writing with  
12 particular emphasis on how any of the terms might  
13 actually relate to a Compact obligation. So that --  
14 that is what Colorado will be looking for. We're much  
15 less interested in -- in values, as the United States  
16 put it, and more interested in how -- how those terms  
17 might relate or not relate to the Compact itself.

18 **JUDGE MELLOY:** Is it at least your  
19 understanding at this point that the settlement would  
20 not effect Colorado's rights or obligations, and  
21 you're going to be looking to make sure that's true in  
22 the written agreement?

23 **MR. WALLACE:** That is our goal, Your  
24 Honor. That's what we're going into these talks with  
25 an aim to achieve is that it really doesn't affect us,

1 both on a direct water level and on a -- a larger  
2 juris prudence interpretation of Compact level, to  
3 make sure it doesn't impact this Compact, the Rio  
4 Grande Compact, or leads to unwanted interpretations  
5 of other existing Compacts. That's not to say that  
6 we're at that point, but that is the goal that we have  
7 through these talks.

8 Like some of the other parties, we're  
9 not really in a position to dedicate all of our  
10 resources both to settlement talks and trial  
11 preparation at the same time. That said, Colorado is  
12 deferring to the other parties, who admittedly have a  
13 much larger role in the trial as to what their  
14 resource allocation is or is not with regard to trial  
15 date.

16 **JUDGE MELLOY:** All right. Thank you.

17 I want to give Mr. -- I'd like to hear  
18 from Mr. Somach one more time, and then I'll give the  
19 amici a chance to speak if they care to. I guess I --  
20 I sort of threw out that issue of the operating  
21 agreement giving you some relief so I'll give you a  
22 chance to respond to that. And, also, let me ask you  
23 this: If a settlement is achieved along the lines  
24 that have been discussed, would that supplant the  
25 operating agreement?

1                   **MR. SOMACH:** Let me start with the  
2 operating agreement just to indicate that the  
3 operating agreement was in existence prior to the time  
4 we -- we brought the lawsuit and --

5                   **JUDGE MELLOY:** But you brought the  
6 lawsuit because Colorado -- I mean, New Mexico is  
7 challenging the operating agreement.

8                   **MR. SOMACH:** No, that's what New Mexico  
9 has alleged. That was not the reason why we brought  
10 the lawsuit. It certainly was a factor, but -- but  
11 the lawsuit had been contemplated as far back as the  
12 early 2000s, in fact, 2000 and before that. The  
13 operating agreement provided some relief, but we filed  
14 the lawsuit because it didn't -- it didn't provide the  
15 relief that we thought we were entitled to under the  
16 Compact. And so I wouldn't deny that the operating  
17 agreement does provide some relief, but that relief  
18 preexisted the filing of the lawsuit. And as you  
19 know, what we've argued in the lawsuit is  
20 significantly greater in terms of what Texas is  
21 entitled to than what the operating agreement  
22 provides. With respect to whether or not the  
23 settlement -- the settlement does not -- the proposed  
24 settlement would not affect the operating agreement  
25 itself. It would affect the operating manual in

1 various ways, which is, in a sense, where the rubber  
2 hits the road. But going into the details, we could  
3 be going into the details of what is being talked  
4 about in the settlement. And, again, I think that,  
5 you know, you'll see that when we go to trial, if we  
6 go to trial, that is that there is a difference  
7 between the operating agreement and this operating  
8 manual. I think there's been some testimony to that  
9 already. But most of the focus in terms of the terms  
10 of the settlement really focus more on the manual than  
11 they do the -- the agreement itself.

12 With respect to -- I just want to make  
13 clear that -- that, you know, we're not unwilling to  
14 sit down and continue settlement. You know, we think  
15 that should occur, you know. It's just that with the  
16 -- we don't have the same level of certainty and  
17 comfort that the other parties apparently have is at  
18 the end of the day that we'll reach that settlement.  
19 I don't dispute the fact that if we reach settlement,  
20 it'll be a quicker road to a decree in the Supreme  
21 Court than if we try this case. I have -- I have -- I  
22 mean, that -- that should go without question. The  
23 issue here from our perspective is what happens if you  
24 don't reach settlement because, you know, if in April  
25 or May, notwithstanding everybody's good intentions,



1 the legislature doesn't do what the -- the -- the  
2 negotiators wanted to do, that time frame that they're  
3 talking about that I don't dispute is -- is displaced  
4 by a whole year. So we've added a year to the  
5 timeline that they're talking about in terms of final  
6 resolution to the Court, and that's our concern.  
7 Obviously if we reach agreement, that'd be great. We  
8 think it's worth the effort. We'll continue to work  
9 with any party that will sit down and continue to talk  
10 to us, but we don't think it's mutually exclusive of  
11 maintaining the trial date at October 3rd.

12 **JUDGE MELLODY:** The -- it sounds like  
13 it's a little bit of a two-step process, though. If  
14 -- if the trial were continued, it could be continued  
15 to some time February/March of 2023, with the  
16 understanding that if the settlement agreement is not  
17 finalized by September, then you go ahead with that  
18 trial date; if the settlement is finalized, then we  
19 probably continue it again. But we wouldn't have to  
20 necessarily continue it for a whole year at the  
21 outset, would we?

22 **MR. SOMACH:** Certainly not. I mean, you  
23 could -- in a sense, you could -- you could continue  
24 it month to month, you know, if that were something  
25 that -- that you would entertain, but I -- I'm -- you

1 know, there's practical ramifications of doing that.  
2 We just -- we just feel that we've been at this for a  
3 very long time. This is -- as you recall, Judge  
4 Boylan is the second mediator we had, then we've had  
5 half of the trial, then we've been at this since  
6 December, and -- and, now, what's being proposed is  
7 something that goes into the next year. The New  
8 Mexico attorney general changes at the end of the  
9 year, and we have no idea -- talk about uncertainty --  
10 what that means in terms of conditional settlement.  
11 And so with all of that in front of us, that's why we  
12 urge, you know, continuing with the trial date of  
13 October 3rd. And, again, I just want to be clear,  
14 that does not mean we're unwilling or won't sit down  
15 and put whatever resources are necessary toward it and  
16 also looking to see if we can get a resolution, and  
17 notwithstanding Mr. Wallace's statement about ambition  
18 and whether September 23rd is ambitious, we're willing  
19 to come up with a status conference in as early as the  
20 middle of August to come back and have a conversation  
21 about where we are and whether we should go to trial  
22 on October 3rd or whether or not it should be  
23 continued at that point in time. We just don't feel  
24 we have the level of comfort or certainty today to be  
25 willing to give up a trial date that we have -- we

1 have worked very hard to -- to get in the first place.

2 **JUDGE MELLOY:** All right. Thank you.

3 Do any of the amici want to be heard?

4 Ms. Barncastle?

5 **MS. BARNCASTLE:** Yes, Your Honor, and I  
6 think there are others so I'll just defer for a few  
7 minutes.

8 **JUDGE MELLOY:** Okay. All right. Go  
9 ahead. Mr. Stein?

10 **MR. STEIN:** Yes. Thank you, Your Honor.  
11 This is Jay Stein, counsel for the amicus city of Las  
12 Cruces. I do have a comment on the debate that's been  
13 going forward. The City of Las Cruces participates in  
14 this process in two respects. We are fully engaged in  
15 the settlement process and work with our state, the  
16 state of New Mexico in that, and, also, we participate  
17 in the trial process, and the City had a witness in  
18 the first trial stage, you may remember, Dr. Jorge  
19 Garcia, and we will also have a witness in the second  
20 trial phase, should that occur, presented by state  
21 attorneys. We do not believe that the settlement  
22 process can occur simultaneously with the trial  
23 preparation process. We are certainly willing to  
24 continue with the negotiation process. I want to  
25 elaborate that a bit. But we do not believe the

1 October 3rd trial date can reasonably be retained.

2 As Your Honor knows, this case is  
3 extremely complicated. It has numerous issues  
4 involving hydrology and administration, how the water  
5 right -- water rights are actually distributed and  
6 enjoyed and used by the various parties in the state,  
7 including the city of Las Cruces, and from our  
8 perspective, the negotiations are beginning to move  
9 into a new tier of issues. Previously they have  
10 focused on the question of agricultural rights,  
11 agricultural use and irrigation. Now, they are  
12 beginning to address the sleeping giant, and that is  
13 the municipal uses. I'm referring to the state's  
14 second largest city, the city of Las Cruces, which is  
15 in the center of this. Those issues are now beginning  
16 to appear. The process that we use and that we employ  
17 to assist the -- the state is when proposals are made,  
18 we get them to our -- our hydrologist, and proposals  
19 are made constantly. New proposals are constantly  
20 coming out. We have to get them to our hydrologist.  
21 He has to have analyzed them. They then come back to  
22 us, which we provide to our state. Our state then  
23 makes them part of the negotiation process with the  
24 United States and the State of Texas. All of this  
25 takes a long time, and those are just the proposals,

1 the specific narrow proposals. We don't have a term  
2 sheet. There were efforts to create one, but all of  
3 that collapsed. There is no term sheet. Instead,  
4 there are principles, and those principles change, and  
5 sometimes we can't even be told what the principles  
6 are. Those are -- are confidential among the  
7 negotiating parties alone. This makes it a difficult  
8 and complicated process for the water users that are  
9 actually in the trenches, and I'm referring  
10 specifically to Las Cruces, which has a very daunting  
11 burden and the burden of -- of providing municipal  
12 supply on a daily basis to 125,000 customers.

13 The proposal that I see on the table, a  
14 tentative settlement by September 23rd, I think, is  
15 highly challenging. We're willing to commit to that  
16 and to do what we can to work with New Mexico on that  
17 in this new area of -- of municipal supply. I do not  
18 believe that it is feasible at all to have a dual  
19 track where we engage in that process together with  
20 some trial preparation for an October 3rd trial date.

21 **JUDGE MELLODY:** You say you're in a new  
22 phase. Does that mean there's a whole set of issues  
23 you feel that still need to be resolved?

24 **MR. STEIN:** There are issues that have  
25 emanated from the agricultural discussions and the

1 allocation of agricultural rights that are now  
2 beginning to impact the city and creating specific  
3 issues for us, yes.

4 **JUDGE MELLOY:** As a New Mexico citizen  
5 and representing a New Mexico entity, are you as  
6 confident as Mr. Wechsler that if -- if you need a  
7 legislative solution, that the New Mexico legislature  
8 will approve it?

9 **MR. STEIN:** I believe so. I believe  
10 that a -- a legislative solution that is supported  
11 both by the cities of Las Cruces and Albuquerque would  
12 pass the legislature.

13 **JUDGE MELLOY:** But if either city were  
14 to oppose it then --

15 **MR. STEIN:** That would make it a more  
16 difficult process, and I couldn't -- I couldn't answer  
17 to the result.

18 **JUDGE MELLOY:** So basically, it's --  
19 it's not an absolute necessity but highly desirable to  
20 have Albuquerque and Las Cruces on board?

21 **MR. STEIN:** Without question, Your  
22 Honor.

23 **JUDGE MELLOY:** Okay. Thank you,  
24 Mr. Stein.

25 Mr. Brockmann?

1                   **MR. BROCKMANN:** Good morning, Your  
2 Honor, and thank you for the opportunity, again, for  
3 the amici to make a few brief remarks. I do want to  
4 say that -- that New Mexico does keep, I believe, the  
5 New Mexico amici fairly well briefed, but just as a  
6 matter of process, when they meet with the other  
7 parties and then we get briefed on -- on certain  
8 matters, as Mr. Stein indicated, it takes us time to  
9 evaluate those on behalf of our clients and come back  
10 so I -- I do think this case is, in addition to the  
11 complexity of the case, being an Original Action  
12 affecting a lot of water users, there is an additional  
13 level of complexity because the -- the state  
14 representatives, I think it's essential for them to  
15 continue to keep us involved and informed so that we  
16 do support an ultimate settlement, and things have  
17 continued to move and evolve. It's hard for -- for me  
18 to say with certainty whether or not there's actually  
19 principles of agreement or not because we're not in  
20 the room for some of those discussions, but it does  
21 seem to continue to evolve, I guess, from our  
22 perspective. Albuquerque, the Water Authority,  
23 continues to support the settlement process. I -- I  
24 -- from my perspective, I don't see a settlement yet,  
25 but I think the parties are working on general

1 principles, and I think they're better to give their  
2 opinions on where it's at and whether or not there are  
3 differences between the parties. But I do agree that  
4 -- that mid September is extremely ambitious to get  
5 this written down. As you've indicated, the parties  
6 worked on a term sheet for a while, and -- and we  
7 don't have one, and there's a different set of  
8 principles they're working on, and we haven't seen  
9 that. That said, we've been informed generally of the  
10 discussions. We know generally what the issues are.  
11 But to -- to reduce that to writing and -- and  
12 actually have the parties agree with that and there is  
13 a process within New Mexico where I know the state  
14 engineer, the ISC, the attorney general's office are  
15 sitting down to work with us on various issues that  
16 involve intrastate administration, but that takes  
17 time. And from my perspective, the 23rd of September  
18 is very ambitious, and it would be difficult for the  
19 parties to do both trial and settlement negotiations  
20 at the same time, trial preparation.

21 **JUDGE MELLODY:** Well, let me ask you  
22 this: Is there anything about the principles that  
23 have been agreed upon that you're aware of that would  
24 cause your client, basically the City of Albuquerque,  
25 to -- to object?



1                   **MR. BROCKMANN:** I have to see the  
2 principles in writing to answer that. So there have  
3 been discussions about issues that do affect the Water  
4 Authority, and -- and I understand sometimes there's a  
5 proposal and there's pushback, no, we can't do that,  
6 but I haven't seen a document really that I can sit  
7 down and talk to our client about and say is there an  
8 effect or not. If I was giving you a tentative answer  
9 today, I would say I think -- I think they're pretty  
10 comfortable with where we're at, but I can't say that  
11 with certainty.

12                   **JUDGE MELLOY:** All right. Thank you.

13                   **MR. BROCKMANN:** Thank you.

14                   **JUDGE MELLOY:** Anyone else? Did you  
15 want to speak, Ms. Barncastle?

16                   **MS. BARNCASTLE:** Yes, Your Honor. If  
17 anybody should be upset about requesting an extension  
18 on the trial deadline, it's EBID. We are getting EP  
19 No. 1 their water. We have been doing it for years.  
20 EBID, without proper groundwater administration, is  
21 going to continue to be harmed while that is the case.  
22 So if anybody is concerned here about pushing the  
23 trial date, it shouldn't be Texas. It should be me.  
24 But I'm here to support pushing off that trial date  
25 because we need a holistic response and a proper

1 solution to all of these issues that are older than  
2 me. Multiple of the cases that are impacted, the  
3 issues that are impacted began long ago. Mr. Somach  
4 told you himself, early 2000s was when Texas started  
5 thinking about this. Is it realistic to think that we  
6 could settle a case like this in seven months? I  
7 don't think so. There's no possible way. You look at  
8 the talent in this room. You look at the work that  
9 has been put in. Not a single lawyer in this room  
10 will tell you with a straight face that they haven't  
11 worked through every single weekend, say, for a couple  
12 of minor examples, since we started this mediation  
13 process. There is absolutely no reason we should not  
14 push trial right now, give ourselves an opportunity  
15 that we all deserve, to finish this the right way.

16 **JUDGE MELLOY:** Let me -- let me ask you  
17 this: Are there other lawsuits that would be effected  
18 by this settlement? I should ask maybe some of the  
19 other parties, but I know you're very involved with  
20 the case.

21 **MS. BARNCASTLE:** I can think of three  
22 issues in the adjudication directly implicated,  
23 multiple federal district court cases in -- and  
24 directly related cases, and I have approximately 15  
25 pending water rights protests that would all be

1     effected.

2                   **JUDGE MELLOY:** Does this -- would this  
3     resolve the dispute over the United States' date of  
4     priority date?

5                   **MS. BARNCASTLE:** I believe so.

6                   **JUDGE MELLOY:** Okay. All right. Any of  
7     the other amici want to be heard?

8                   **MS. O'BRIEN:** Yes, Your Honor, just  
9     briefly.

10                  **JUDGE MELLOY:** Ms. O'Brien.

11                  **MS. O'BRIEN:** Maria O'Brien on behalf of  
12     El Paso County Water Improvement District No. 1. I'll  
13     be brief, Your Honor. I just wanted to state for the  
14     record that EP1 wholeheartedly supports the diligent  
15     and concentrated efforts of the parties to settle and  
16     resolve this litigation and is committed to  
17     participation to assist in effectuating a settlement.  
18     I think as Your Honor has noted in the course of this  
19     litigation, a settlement can achieve resolution of  
20     broader issues, and as parties have noted here today,  
21     hopefully in more expeditious fashion than litigation  
22     could. On the issue of deadlines and timing and  
23     mutually dedicating the parties' efforts to trial and  
24     settlement, we defer to the parties' assessments of  
25     their individual capacities and what that presents to

1       them in terms of practicality.

2                   **JUDGE MELLOY:**   Is -- and I -- and I  
3       guess I could let Mr. Caroom speak to this, but are  
4       you and the City of El Paso on the same page?  Are you  
5       more as -- as has been sort of the situation about  
6       this case, you're more on New Mexico's side of it than  
7       -- than Texas' side?

8                   **MS. O'BRIEN:**   Well, I won't say we're  
9       more on New Mexico's side.  We're on the side of the  
10      project, the Rio Grande project, and I believe that  
11      both the efforts of Texas and the United States is to  
12      protect the project supply, the water apportioned  
13      under the Compact, is dedicated to the Rio Grande  
14      project, to the two districts, Elephant Butte  
15      Irrigation District and downstream El Paso County  
16      Water Improvement District No. 1.  And with regard to  
17      your question regarding the City of El Paso, yes,  
18      Mr. Caroom can speak for the City, but if EP1 gets its  
19      water, then the City of El Paso gets its water.  We do  
20      not get our water if the City of El Paso does not.  
21      It's a derivative right from the district's rights  
22      under the Rio Grande project.

23                   **JUDGE MELLOY:**   All right.  Thank you.  
24                   Anyone else wish to speak?  Ms.  
25       Davidson.

1                   **MS. DAVIDSON:** Thank you, Your Honor,  
2 and I appreciate the opportunity to speak today. I  
3 won't take long, but I did --

4                   **JUDGE MELLOY:** Why don't you enter your  
5 appearance just for the people listening in for the  
6 record.

7                   **MS. DAVIDSON:** Yes. Tessa Davidson on  
8 behalf of New Mexico pecan growers. I've also been  
9 asked to speak on behalf of New Mexico State  
10 University and the Southern Rio Grande Diversified  
11 Crop Farmers all the amici in the case. We do support  
12 New Mexico in their comments and really the general  
13 comments of other amici supporting New Mexico. And I  
14 just want to circle back on a couple of issues that I  
15 heard you -- and questions that I heard you ask  
16 regarding specific terms and amounts. You're exactly  
17 right. Those are terms, amounts, time periods with  
18 regard to water and water use, and it affects water  
19 and water use in New Mexico. And although we are not  
20 the parties, we are not vested with the legal  
21 authority to sign off on behalf of our states, the  
22 practical effect of all of this is if you don't have  
23 by the amici, it's going to be very hard to implement  
24 a lot of the very, very detailed aspects of what's  
25 being discussed right now. With regard to continuing

1 litigation in New Mexico, it is going to require New  
2 Mexico amici participation to resolve those issues in  
3 the litigation. So there's a lot of downhill  
4 consequences to what's occurring uphill, and it's --  
5 it's my belief that we do need additional time. If  
6 this is going to work, amici need to be fully apprised  
7 and understanding of what's going on. We need to be  
8 able to go back to our clients and sort out issues  
9 that affect them. These issues of terms, amounts do  
10 directly affect them. So I just wanted to give you  
11 that perspective. I'd like to see settlement succeed.  
12 I'd like to see all of us not fight about these issues  
13 anymore, but it's going to require some also practical  
14 on-the-ground support by New Mexicans.

15 **JUDGE MELLODY:** Is, from what you  
16 understand of the principles that have been agreed  
17 upon, and you may not know all of them, but is there  
18 anything at this point that your clients would have  
19 objection to?

20 **MS. DAVIDSON:** Not at this point, Your  
21 Honor, as far as I understand. There are some items  
22 that have yet to be fully flushed and discussed that  
23 are very important to my clients. Thank you.

24 **JUDGE MELLODY:** Thank you. Anyone else?

25 (No response.)

1                   **JUDGE MELLOY:** Anything further from any  
2 of the parties? Let me ask you this, Mr. Leininger.  
3 You said that -- when you were up here that you could  
4 start drafting Monday. Who's going to do the  
5 drafting? I mean, what -- has there -- are you to the  
6 point where you've started to divvy up responsibility  
7 of who's going to do what and when they're going to do  
8 it and how soon they're going to do it and so on and  
9 so forth?

10                   **MR. LEININGER:** So we're -- we started  
11 preliminary discussions amongst all the parties as to  
12 dividing up into drafting committees. So there are  
13 blocks of this that we think would be most efficiently  
14 addressed with taking -- taking the subject matter and  
15 reducing the agreements, principles to date, to -- to  
16 writing based upon that. So we -- we -- at least I  
17 envision, and we haven't actually come to -- to  
18 resolution on how we're going to do this, but we  
19 envision rather than spending time flying around the  
20 country and -- and visiting sites, we would be doing  
21 this via Zoom. We would have small select committees  
22 for purposes of writing. We would have screen share  
23 capabilities. We'd be devoting hours, days, weeks to  
24 that effort.

25                   **JUDGE MELLOY:** I've heard several of the

1 amici in particular indicate that they thought  
2 September 23rd may be overly ambitious. What do you  
3 think? What's your response to that?

4 **MR. LEININGER:** Well, I would agree with  
5 Ms. Davidson that we have this -- we have this ability  
6 to reach agreement. There are -- there are terms,  
7 there are values, there are amounts, as she mentioned,  
8 which I understand will still be negotiated.  
9 Primarily, at least from our view, a lot of that  
10 negotiation will be going on between New Mexico and  
11 its amici.

12 **JUDGE MELLOY:** New Mexico and who?

13 **MR. LEININGER:** And its amici.

14 **JUDGE MELLOY:** Oh, okay.

15 **MR. LEININGER:** So we'll -- we'll  
16 certainly be involved in that process. I think that  
17 will be going on simultaneously with the drafting of  
18 the document, but we did talk about immediately  
19 beginning this process of putting this agreement to  
20 paper.

21 **JUDGE MELLOY:** All right. Thank you.

22 So, Mr. Wechsler, do I understand that  
23 essentially you still need to, in essence, come to  
24 some agreement as to how the water is going to be  
25 divided between the agricultural interests and Las



1 Cruces and Albuquerque and other interested parties in  
2 New Mexico?

3           **MR. WECHSLER:** I think there's some of  
4 that, Your Honor. I think that there are some --  
5 these are some of the details that the parties need to  
6 work through. You know, I -- I appreciate some of our  
7 amici's concerns about not having seen all of the  
8 settlement terms. Of course, that's the nature of  
9 settlement discussions. There's only so much that  
10 we're able to share. We've done as much as we can so  
11 we've had at least weekly calls with our amici. We  
12 have sought their input on the things that we think  
13 would impact them. We're relatively confident that on  
14 most of those issues, the things that have been  
15 discussed within the settlement rooms are within the  
16 contours of what we have talked about with our amici,  
17 so we're confident we could reach all of the necessary  
18 agreements. Certainly it's true there are -- there's  
19 only so much water that New Mexico is entitled to, and  
20 when you have zero sum gain, it's about administering  
21 and moving that water around. Some of the  
22 decades-long disputes that we've been talking about  
23 are precisely that, figuring out the relative water  
24 uses within the states. It's our view that we're  
25 close to a resolution that we'll be able to put to bed

1 hopefully with a lasting piece, a number of those  
2 issues, but there's more to do in those regards.

3 **JUDGE MELLOY:** Do you anticipate Judge  
4 Boylan continuing to participate in this process doing  
5 the drafting or do you think he's essentially done  
6 with his role? I mean, maybe I should ask Judge  
7 Boylan, but what is your view of Judge Boylan's role  
8 in this?

9 **MR. WECHSLER:** From our perspective,  
10 Judge Boylan has been incredibly helpful, and we do  
11 view him having a role going forward. I agree with  
12 Mr. Leininger about the nature of the drafting  
13 process. I think through -- through most of those  
14 sessions and Zoom, Judge Boylan's presence wouldn't be  
15 required. In fact, the parties have shown over the  
16 last couple weeks that we have had the ability, as  
17 we've gone through specific terms in the last couple  
18 weeks, I think that we've made very significant  
19 progress simply on our own. But I do think that  
20 there's likely to be some issues that will really  
21 benefit from Judge Boylan's process if he's willing to  
22 continue -- or participation, I should say, if he's  
23 willing to continue to work with us, and it may be  
24 that there is a session on the horizon that involves  
25 New Mexico water users, including the United States,

1 EBID, and the New Mexico amici, to help sort through  
2 some of the intrastate issues. There has been  
3 significant discussion about that amongst the parties.  
4 It's just that with the -- the priority of issues, we  
5 haven't been able to have that session yet.

6 **JUDGE MELLOY:** Okay. All right. Thank  
7 you.

8 Anybody else wish to be heard?

9 (No response.)

10 **JUDGE MELLOY:** Well, let me say this:  
11 I'm not prepared to make a final decision today. I  
12 want to talk -- quite frankly, I'm going to visit with  
13 the clerk of the Supreme Court, Scott Harris, and I  
14 want to kind of see if there's -- how they feel about  
15 how this -- about going forward on this. I will say  
16 this: I think very early on, I believe I said when we  
17 first appointed Judge Granger as the mediator that if  
18 it came to a point where there was some discussion  
19 about whether the case should be stayed for some  
20 period of time, that I would be guided to a large  
21 extent by the mediator's view of -- of how we should  
22 proceed, and I understand what Judge Boylan is saying  
23 here so that'll be certainly a very significant factor  
24 in my decision, but I'll let you know next week. But  
25 regardless I would like to have a status conference

1     sooner rather than later, probably towards the end of  
2     July. We don't have to do that one in person, but I  
3     just -- I want to make sure that we're keeping things  
4     moving forward with whether -- and if we -- and if I  
5     don't continue the trial, we'll need to set some  
6     deadlines for exchanging witness exhibits, exhibit  
7     lists, witness lists, and so on so forth. So either  
8     way, I want to get back together by videoconference  
9     some time in, say, three or four weeks. But I'll let  
10    you know what I decide next week, and we'll set a date  
11    for further status conference at that point.

12                     Anything else?

13                    **JUDGE BOYLAN:** Judge, I'm not sure  
14    whether or not that status conference is dependent  
15    upon my availability, but I thought I would at least  
16    alert the Court that on the Friday -- last Friday of  
17    July, I will be out of the country.

18                    **JUDGE MELLOY:** Okay.

19                    **JUDGE BOYLAN:** But apart from that, I  
20    will be except for July 29th.

21                    **JUDGE MELLOY:** Thank you. I appreciate  
22    that. Thank you, Judge, for all your work in this  
23    case. Appreciate it.

24                    All right. We're adjourned. Thank you,  
25    everyone.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

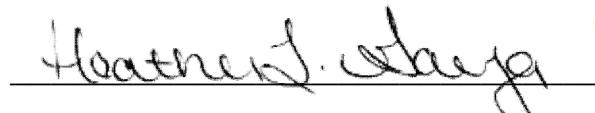
(The proceedings adjourned at 10:18 a.m.)

## CERTIFICATE

I, HEATHER L. GARZA, a Certified Shorthand Reporter in and for the State of Texas, do hereby certify that the facts as stated by me in the caption hereto are true; that the foregoing pages comprise a true, complete and correct transcript of the proceedings had at the time of the status hearing.

I further certify that I am not, in any capacity, a regular employee of any of the parties in whose behalf this status hearing is taken, nor in the regular employ of any of the attorneys; and I certify that I am not interested in the cause, nor of kin or counsel to any of the parties.

GIVEN UNDER MY HAND AND SEAL OF  
on this, the 7th day of November, 2022.

  
HEATHER L. GARZA, CSR, RPR, CRR  
Certification No.: 8262  
Expiration Date: 04-30-24



Worldwide Court Reporters, Inc.  
Firm Registration No. 223  
3000 Weslayan, Suite 235  
Houston, TX 77027  
800-745-1101

|                         |                        |                         |                        |                         |
|-------------------------|------------------------|-------------------------|------------------------|-------------------------|
| <b>A</b>                | <b>advisors</b> 23:13  | 47:22 48:24             | 17:3 49:17,22          | <b>arrived</b> 13:12    |
| <b>a.m</b> 1:16 61:1    | <b>affect</b> 37:25    | 57:1                    | 59:8                   | <b>Arthur</b> 9:18      |
| <b>ability</b> 56:5     | 39:24,25 49:3          | <b>alert</b> 60:16      | <b>anymore</b> 54:13   | <b>article</b> 32:19    |
| 58:16                   | 54:9,10                | <b>alleged</b> 39:9     | <b>apart</b> 19:19     | <b>asked</b> 9:5 11:6   |
| <b>able</b> 17:16 18:11 | <b>AG</b> 26:7         | <b>allocation</b> 38:14 | 60:19                  | 25:7,8,14               |
| 22:1 54:8               | <b>ago</b> 32:19 50:3  | 46:1                    | <b>apparently</b>      | 33:17 36:2              |
| 57:10,25 59:5           | <b>agree</b> 16:14     | <b>allow</b> 9:8 17:12  | 40:17                  | 53:9                    |
| <b>absolute</b> 46:19   | 21:14 22:10            | <b>allowed</b> 12:12    | <b>appear</b> 9:5,8    | <b>asking</b> 35:24     |
| <b>absolutely</b> 17:2  | 27:24 28:24            | 22:22                   | 44:16                  | <b>aspects</b> 53:24    |
| 18:8 19:13,20           | 31:9,10 34:11          | <b>Alternatively</b>    | <b>appearance</b> 53:5 | <b>assessments</b>      |
| 23:10 50:13             | 34:12,19 36:1          | 24:11                   | <b>appearances</b>     | 51:24                   |
| <b>accomplish</b>       | 36:3 48:3,12           | <b>ambition</b> 42:17   | 6:11,14,15             | <b>assist</b> 44:17     |
| 13:22 34:10             | 56:4 58:11             | <b>ambitious</b> 31:20  | <b>appearing</b> 8:11  | 51:17                   |
| <b>accomplished</b>     | <b>agreed</b> 11:4     | 35:18 37:6              | 9:11                   | <b>assistance</b> 9:23  |
| 32:11                   | 22:11 24:23            | 42:18 48:4,18           | <b>appendices</b>      | <b>assistant</b> 8:12   |
| <b>achievable</b>       | 28:2 48:23             | 56:2                    | 20:25                  | 26:7                    |
| 31:22                   | 54:16                  | <b>amendment</b>        | <b>appointed</b> 33:22 | <b>ASSOCIATI...</b>     |
| <b>achieve</b> 37:25    | <b>agreement</b> 11:4  | 35:21                   | 59:17                  | 5:12                    |
| 51:19                   | 13:4,7,10,11           | <b>amici</b> 10:19      | <b>apportioned</b>     | <b>assume</b> 23:5,7    |
| <b>achieved</b> 38:23   | 13:16,18 14:1          | 29:13 38:19             | 52:12                  | <b>assumption</b> 10:1  |
| <b>ACOSTA</b> 5:2       | 14:2,7 16:11           | 43:3 47:3,5             | <b>appreciate</b> 53:2 | <b>assurance</b> 25:17  |
| <b>acted</b> 15:21      | 16:15,20 17:11         | 51:7 53:11,13           | 57:6 60:21,23          | <b>assurances</b> 13:8  |
| <b>action</b> 13:14,15  | 17:16 18:21            | 53:23 54:2,6            | <b>apprised</b> 54:6   | <b>Atlanta</b> 10:18    |
| 14:13 16:16             | 22:12,16,17            | 56:1,11,13              | <b>appropriate</b>     | <b>attached</b> 23:22   |
| 47:11                   | 24:22 25:3,5           | 57:11,16 59:1           | 10:22                  | <b>attainable</b> 37:6  |
| <b>add</b> 30:23        | 25:10,10 26:12         | <b>amici's</b> 57:7     | <b>appropriated</b>    | <b>attempt</b> 10:22    |
| <b>added</b> 41:4       | 27:6 28:7,7            | <b>amicus</b> 43:11     | 32:23                  | <b>attended</b> 10:20   |
| <b>addition</b> 47:10   | 29:2 30:8,11           | <b>amount</b> 21:21     | <b>approval</b> 14:7   | <b>attention</b> 26:25  |
| <b>additional</b> 47:12 | 30:16,19 35:18         | 23:12 35:9              | 18:16,17 21:1          | <b>attorney</b> 2:13    |
| 54:5                    | 37:22 38:21,25         | <b>amounts</b> 53:16    | 21:5,13 22:13          | 3:3 6:22 7:5,6          |
| <b>address</b> 14:5     | 39:2,3,7,13,17         | 53:17 54:9              | 23:4,17 26:6           | 26:18 34:1              |
| 30:1 44:12              | 39:21,24 40:7          | 56:7                    | 36:4                   | 42:8 48:14              |
| <b>addressed</b> 21:14  | 40:11 41:7,16          | <b>analyzed</b> 44:21   | <b>approvals</b> 17:20 | <b>attorneys</b> 26:1   |
| 55:14                   | 47:19 56:6,19          | <b>and-</b> 2:7,12,21   | <b>approve</b> 16:23   | 43:21 62:12             |
| <b>adjourned</b> 60:24  | 56:24                  | 3:1,16,21 4:1           | 26:15 46:8             | <b>audience</b> 6:22    |
| 61:1                    | <b>agreements</b> 11:3 | 4:10                    | <b>approved</b> 14:18  | 7:15                    |
| <b>adjudication</b>     | 13:5 31:8              | <b>ANDREWS</b>          | 26:4                   | <b>August</b> 17:8      |
| 50:22                   | 55:15 57:18            | 2:18                    | <b>approximately</b>   | 42:20                   |
| <b>administering</b>    | <b>agricultural</b>    | <b>answer</b> 26:22     | 21:7 50:24             | <b>Austin</b> 2:14 4:13 |
| 57:20                   | 44:10,11 45:25         | 46:16 49:2,8            | <b>April</b> 16:18,22  | 5:3                     |
| <b>administration</b>   | 46:1 56:25             | <b>anticipate</b> 22:6  | 19:16 21:16            | <b>authority</b> 4:21   |
| 44:4 48:16              | <b>ahead</b> 17:19     | 29:10,12,14             | 40:24                  | 8:2,5 26:1 34:4         |
| 49:20                   | 41:17 43:9             | 33:9 35:24              | <b>area</b> 45:17      | 47:22 49:4              |
| <b>admittedly</b>       | <b>aim</b> 37:25       | 58:3                    | <b>arguably</b> 30:10  | 53:21                   |
| 38:12                   | <b>Albuquerque</b>     | <b>anticipating</b>     | 30:14                  | <b>availability</b>     |
| <b>adopted</b> 14:18    | 4:8,20 8:1,4           | 10:5                    | <b>argued</b> 39:19    | 60:15                   |
|                         | 10:17 46:11,20         | <b>anybody</b> 9:15     | <b>arises</b> 13:6     | <b>available</b> 9:22   |

|   |   |   |   |  |
|---|---|---|---|--|
| 14:15<br><b>avoid</b> 35:6<br><b>awaiting</b> 15:2<br><b>aware</b> 34:6 37:8<br>48:23 | 32:24 36:24<br>43:21,25 45:18<br>46:9,9 47:4<br>51:5 52:10<br>59:16<br><b>benefit</b> 58:21<br><b>Bernalillo</b> 4:20<br>8:1,5<br><b>best</b> 18:23 35:2<br>36:22<br><b>better</b> 14:20<br>28:21 35:4<br>48:1<br><b>beyond</b> 36:9<br><b>BICKERSTA...</b><br>5:2<br><b>big</b> 23:8<br><b>bit</b> 41:13 43:25<br><b>blocks</b> 55:13<br><b>board</b> 23:1,2<br>46:20<br><b>Bobby</b> 6:23<br><b>Box</b> 2:14 3:18<br>4:12,23 5:8,14<br><b>Boylan</b> 9:19<br>10:9,12 12:24<br>14:3,11,25<br>15:2,6,8 20:15<br>20:19 22:8<br>24:6 25:8<br>34:14 42:4<br>58:4,7,10<br>59:22 60:13,19<br><b>Boylan's</b> 15:13<br>58:7,14,21<br><b>break</b> 10:4 37:4<br><b>breakers</b> 29:24<br><b>brief</b> 47:3 51:13<br><b>briefed</b> 47:5,7<br><b>briefing</b> 34:7<br><b>briefly</b> 51:9<br><b>broad</b> 51:20<br><b>Broadway</b> 3:9<br><b>BROCKMAN</b><br>5:7<br><b>Brockmann</b><br>4:22,22 8:3,4 | 46:25 47:1<br>49:1,13<br><b>brought</b> 26:24<br>39:4,5,9<br><b>Building</b> 5:3<br><b>built</b> 35:10<br>36:25<br><b>burden</b> 45:11,11<br><b>Bureau</b> 7:23<br><b>Butte</b> 4:15 8:19<br>8:22 52:14<br><b>buy</b> 32:22 | <b>center</b> 44:15<br><b>certain</b> 13:11<br>21:3 27:15<br>28:4,20,23<br>29:1 47:7<br><b>certainly</b> 33:15<br>39:10 41:22<br>43:23 56:16<br>57:18 59:23<br><b>certainty</b> 19:13<br>19:20 40:16<br>42:24 47:18<br>49:11<br><b>CERTIFICATE</b><br>62:1<br><b>Certification</b><br>62:20<br><b>Certified</b> 62:3<br><b>certify</b> 62:5,9,12<br><b>Chad</b> 3:8 7:14<br><b>chad.wallace...</b><br>3:10<br><b>chain</b> 23:17<br><b>challenging</b><br>34:21 39:7<br>45:15<br><b>chance</b> 36:18<br>38:19,22<br><b>change</b> 6:6 45:4<br><b>changes</b> 13:23<br>35:15,15 42:8<br><b>chief</b> 7:5 9:20<br>26:19 33:19<br>34:3<br><b>Cholla</b> 3:2 7:4<br><b>Chris</b> 7:23<br><b>Christopher</b> 4:2<br><b>circle</b> 29:25<br>53:14<br><b>CIRCUIT</b> 1:15<br><b>cities</b> 46:11<br><b>citizen</b> 46:4<br><b>city</b> 4:3,21 5:1,6<br>8:6,8,9,11,11<br>43:11,13,17<br>44:7,14,14<br>46:2,13 48:24 | 52:4,17,18,19<br>52:20<br><b>civil</b> 26:20<br><b>ckhoury@nm...</b><br>3:5<br><b>claims</b> 17:4<br><b>clear</b> 22:14 27:3<br>40:13 42:13<br><b>clerk</b> 59:13<br><b>clerk's</b> 9:21<br><b>client</b> 48:24 49:7<br><b>clients</b> 37:3 47:9<br>54:8,18,23<br><b>close</b> 57:25<br><b>Coleman</b> 3:17<br>7:21 26:15<br><b>collapsed</b> 45:3<br><b>Colorado</b> 1:11<br>2:10,24 3:7,8,9<br>3:14 6:9 7:12<br>7:15 10:17<br>36:21 37:5,14<br>38:11 39:6<br><b>Colorado's</b><br>37:10,20<br><b>come</b> 10:9 13:17<br>17:16 23:16<br>24:21 42:19,20<br>44:21 47:9<br>55:17 56:23<br><b>comes</b> 12:14<br>18:6<br><b>comfort</b> 40:17<br>42:24<br><b>comfortable</b><br>33:14 49:10<br><b>coming</b> 44:20<br><b>commence</b> 21:25<br><b>comment</b> 43:12<br><b>comments</b> 36:23<br>53:12,13<br><b>commission</b> 7:9<br>33:20<br><b>commissioner</b><br>6:24 7:8<br><b>commit</b> 18:12<br>21:20 45:15 |
|---|---|---|---|--|



|                                     |                                     |                                       |                                |                                    |
|-------------------------------------|-------------------------------------|---------------------------------------|--------------------------------|------------------------------------|
| <b>commitment</b><br>18:4,5,7,8     | 59:25 60:11,14                      | <b>continuing</b> 16:2<br>21:18 42:12 | <b>courtroom</b><br>33:18 34:3 | <b>deal</b> 10:24,25<br>11:12 16:7 |
| <b>committed</b><br>31:21 51:16     | 20:20                               | 53:25 58:4                            | <b>create</b> 45:2             | 19:1 29:24                         |
| <b>committees</b><br>55:12,21       | <b>confidence</b> 32:3              | <b>continuous</b> 29:8                | <b>creating</b> 46:2           | 36:25                              |
| <b>communication</b><br>23:12 25:15 | <b>confident</b> 28:10              | <b>contours</b> 31:9                  | <b>crop</b> 5:11 9:6           | <b>dealing</b> 26:23               |
| <b>Compact</b> 7:8                  | 31:14 34:5,10                       | 32:5,13 57:16                         | 53:11                          | <b>debate</b> 43:12                |
| 23:24 30:9                          | 35:10,12,13                         | <b>contrary</b> 30:9                  | <b>CRR</b> 62:19               | <b>decade</b> 17:1                 |
| 35:21 37:13,17                      | 46:6 57:13,17                       | <b>conversation</b><br>42:20          | <b>Cruces</b> 4:18,21          | <b>decades</b> 31:4                |
| 38:2,3,4 39:16                      | <b>confidential</b><br>45:6         | <b>Corrales</b> 5:14,15               | 5:6 8:9,11                     | <b>decades-long</b><br>57:22       |
| 52:13                               | <b>confusion</b> 9:24               | <b>correct</b> 14:3                   | 43:12,13 44:7                  | <b>December</b> 16:15              |
| <b>Compacts</b> 38:5                | <b>conjunction</b><br>26:5          | 26:14 27:8                            | 44:14 45:10                    | 16:16 42:6                         |
| <b>complete</b> 11:21               | <b>consequences</b><br>54:4         | 62:7                                  | 46:11,20 57:1                  | <b>decide</b> 16:13                |
| 20:25 21:16                         | <b>Conservation</b><br>8:25         | <b>correctly</b> 31:11                | <b>CSR</b> 62:19               | 60:10                              |
| 22:1 24:18                          | <b>considerable</b><br>23:20        | <b>counsel</b> 6:16,19                | <b>curious</b> 25:20           | <b>decision</b> 15:3               |
| 28:8 62:7                           | <b>constantly</b> 44:19             | 6:20 7:14 8:4                         | <b>customers</b> 45:12         | 16:25 33:17,25                     |
| <b>completed</b> 27:9               | 44:19                               | 43:11 62:14                           |                                | 34:5,6 59:11                       |
| <b>complex</b> 23:20                | <b>contact</b> 29:9                 | <b>count</b> 10:15 31:5               | <b>D</b>                       | 59:24                              |
| 27:16 31:4                          | 32:1                                | <b>counting</b> 31:6                  | <b>D</b> 6:1                   | <b>decree</b> 20:25                |
| 32:8                                | <b>contemplated</b><br>39:11        | <b>country</b> 55:20                  | <b>daily</b> 34:2 45:12        | 23:19,22 24:8                      |
| <b>complexity</b><br>47:11,13       | <b>contingencies</b><br>17:17 32:11 | 60:17                                 | <b>date</b> 13:19,21           | 24:25 36:5,8                       |
| <b>complicated</b><br>44:3 45:8     | <b>continuance</b><br>17:12         | <b>County</b> 4:5,20                  | 16:3,3 17:6                    | 40:20                              |
| <b>comprise</b> 62:7                | <b>continuation</b><br>33:10        | 8:2,5,14,17,24                        | 18:24 20:23                    | <b>decrees</b> 36:7,11             |
| <b>concentrated</b><br>51:15        | <b>continue</b> 11:10               | 51:12 52:15                           | 21:10 34:21                    | <b>dedicate</b> 38:9               |
| <b>concern</b> 19:8                 | 11:19 12:18,21                      | <b>couple</b> 24:15                   | 35:17 38:15                    | <b>dedicated</b> 52:13             |
| 41:6                                | 13:3 15:25                          | 32:23 50:11                           | 41:11,18 42:12                 | <b>dedicating</b> 51:23            |
| <b>concerned</b> 24:2               | 16:5 17:5,6,22                      | 53:14 58:16,17                        | 42:25 44:1                     | <b>defer</b> 43:6 51:24            |
| 27:3 49:22                          | 18:20 27:11                         | <b>course</b> 6:7 9:17                | 45:20 49:23,24                 | <b>deferred</b> 18:25              |
| <b>concerning</b> 9:25              | 33:11 40:14                         | 19:10 29:22                           | 51:3,4 55:15                   | <b>deferring</b> 38:12             |
| 11:7                                | 41:8,9,19,20                        | 30:8 35:25                            | 60:10 62:20                    | <b>degree</b> 13:20                |
| <b>concerns</b> 34:13               | 41:23 43:24                         | 36:10,24 51:18                        | <b>daunting</b> 45:10          | <b>delaying</b> 20:21              |
| 57:7                                | 47:15,21 49:21                      | 57:8                                  | <b>Davidson</b> 5:13           | <b>delegated</b> 34:4              |
| <b>concluded</b> 10:2               | 58:22,23 60:5                       | <b>court</b> 1:6 5:17                 | 5:13 9:3,4,12                  | <b>DELGADO</b> 5:2                 |
| <b>conclusion</b><br>21:15          | <b>continued</b> 10:7               | 5:19 6:7 9:20                         | 52:25 53:1,7,7                 | <b>deliveries</b> 27:19            |
| <b>conditional</b> 18:7             | 12:10 21:10                         | 11:6 12:7 13:1                        | 54:20 56:5                     | <b>Denver</b> 2:10,24              |
| 42:10                               | 33:9 41:14,14                       | 13:7 14:6,9,10                        | <b>day</b> 40:18 62:17         | 3:9,14 10:16                       |
| <b>conducted</b> 11:1               | 42:23 47:17                         | 14:16,17,18,19                        | <b>days</b> 10:15              | <b>deny</b> 39:16                  |
| 11:25 12:4                          | <b>continues</b> 36:21              | 22:13 24:2,3                          | 15:13,19 20:18                 | <b>Department</b> 3:8              |
| <b>conference</b><br>12:16 17:9     | 47:23                               | 24:10 35:1,24                         | 31:5,15 55:23                  | 3:13,18,22 4:2                     |
| 22:7,22 42:19                       |                                     | 36:6,7,11                             | <b>DC</b> 3:19,23              | 7:21 21:5 23:6                     |
|                                     |                                     | 40:21 41:6                            | <b>dcaroom@bic...</b><br>5:4   | 25:13 26:5                         |
|                                     |                                     | 50:23 59:13                           | <b>De</b> 2:19                 | <b>dependent</b> 60:14             |
|                                     |                                     | 60:16 62:23                           | <b>deadline</b> 22:2           | <b>deputy</b> 7:5,16               |
|                                     |                                     | <b>Court's</b> 11:7                   | 31:18,20 37:5                  | 26:24 34:4                         |
|                                     |                                     | 14:15                                 | 49:18                          | <b>derivative</b> 52:21            |
|                                     |                                     | <b>COURTHOU...</b><br>1:16            | <b>deadlines</b> 12:15         | <b>described</b> 13:17             |
|                                     |                                     |                                       | 51:22 60:6                     | <b>description</b>                 |

|   |   |  |   |   |
|---|---|--|---|---|
| 14:22<br><b>deserve</b> 50:15<br><b>desirable</b> 46:19<br><b>detailed</b> 53:24<br><b>details</b> 31:10,12<br>31:13,22 32:17<br>33:8 37:7 40:2<br>40:3 57:5<br><b>developed</b> 15:22<br><b>devoted</b> 23:18<br><b>devoting</b> 55:23<br><b>difference</b> 40:6<br><b>differences</b> 48:3<br><b>different</b> 11:13<br>15:20 16:8<br>18:19 20:16<br>48:7<br><b>difficult</b> 19:6<br>45:7 46:16<br>48:18<br><b>diligent</b> 51:14<br><b>diligently</b> 10:21<br><b>direct</b> 29:21<br>33:23 38:1<br><b>directed</b> 11:21<br><b>direction</b> 25:6<br><b>directly</b> 50:22<br>50:24 54:10<br><b>director</b> 7:9 8:12<br>8:12 33:21<br><b>disagree</b> 34:8<br><b>discussed</b> 23:15<br>27:21 28:5<br>29:5 38:24<br>53:25 54:22<br>57:15<br><b>discussion</b> 10:3<br>59:3,18<br><b>discussions</b><br>11:11 12:2<br>16:1 21:4<br>31:15 33:16<br>34:3 36:9,25<br>45:25 47:20<br>48:10 49:3<br>55:11 57:9<br><b>displaced</b> 41:3 | <b>dispute</b> 31:4<br>36:23 40:19<br>41:3 51:3<br><b>disputes</b> 35:6<br>36:8 57:22<br><b>distributed</b><br>27:17 44:5<br><b>distribution</b><br>30:19<br><b>district</b> 4:5,15<br>8:15,18,20,23<br>8:25 9:19,20<br>50:23 51:12<br>52:15,16<br><b>district's</b> 52:21<br><b>districts</b> 52:14<br><b>diversified</b> 5:11<br>9:6 53:10<br><b>divided</b> 56:25<br><b>dividing</b> 55:12<br><b>division</b> 26:20<br><b>divisive</b> 27:23<br><b>divvied</b> 27:18<br><b>divvy</b> 55:6<br><b>document</b> 13:17<br>21:9 22:6 49:6<br>56:18<br><b>doing</b> 13:20 42:1<br>49:19 55:20<br>58:4<br><b>DOJ</b> 21:6<br><b>dollars</b> 32:23<br><b>doubt</b> 24:13<br><b>Doug</b> 8:8<br><b>Douglas</b> 5:2<br><b>downhill</b> 54:3<br><b>downstream</b><br>52:15<br><b>Dr</b> 7:9 43:18<br><b>draft</b> 24:16 27:5<br><b>drafting</b> 22:18<br>23:18 55:4,5<br>55:12 56:17<br>58:5,12<br><b>Drawer</b> 3:3<br><b>dual</b> 11:15,17<br>21:18 34:21 | 45:18<br><b>DUNN</b> 2:4,9<br><hr/> <b>E</b><br><hr/> <b>E</b> 2:1,1 3:2,17<br>6:1,1<br><b>EAGLETON</b><br>1:16<br><b>early</b> 39:12<br>42:19 50:4<br>59:16<br><b>easier</b> 20:10<br><b>Eastern</b> 9:20<br><b>EBID</b> 49:18,20<br>59:1<br><b>echo</b> 15:12<br>34:14<br><b>Echoing</b> 36:23<br><b>effect</b> 37:20 49:8<br>53:22<br><b>effected</b> 50:17<br>51:1<br><b>effective</b> 13:24<br>21:10<br><b>effectuating</b><br>51:17<br><b>efficiently</b> 55:13<br><b>effort</b> 20:17,20<br>23:18 41:8<br>55:24<br><b>efforts</b> 11:21<br>12:10 22:23<br>23:20 45:2<br>51:15,23 52:11<br><b>either</b> 13:4 17:8<br>17:10 18:9,11<br>46:13 60:7<br><b>El</b> 4:5 5:1 8:6,8<br>8:14,17 10:2<br>10:17 12:17<br>51:12 52:4,15<br>52:17,19,20<br><b>elaborate</b> 43:25<br><b>Elephant</b> 4:15<br>8:19,22 52:14<br><b>emanated</b> 45:25<br><b>emphasis</b> 37:12 | <b>employ</b> 44:16<br>62:12<br><b>employee</b> 62:10<br><b>enact</b> 16:24<br>17:21<br><b>enacted</b> 13:23<br>32:3<br><b>endorse</b> 17:12<br><b>enforceable</b><br>13:19<br><b>engage</b> 45:19<br><b>engaged</b> 43:14<br><b>engaging</b> 11:10<br><b>engineer</b> 7:7,16<br>33:19 48:14<br><b>engineers</b> 28:5<br>29:6<br><b>enjoyed</b> 44:6<br><b>enter</b> 32:9,20<br>53:4<br><b>entered</b> 10:1<br><b>entering</b> 34:9<br><b>entertain</b> 41:25<br><b>entirely</b> 30:6<br><b>entities</b> 25:16,20<br><b>entitled</b> 39:15<br>39:21 57:19<br><b>entity</b> 46:5<br><b>envision</b> 13:25<br>14:6,12 23:25<br>24:1 35:20<br>55:17,19<br><b>envisioned</b><br>23:15<br><b>envisioning</b> 24:5<br><b>EP</b> 49:18<br><b>EP1</b> 51:14 52:18<br><b>especially</b> 22:21<br><b>essence</b> 32:22<br>56:23<br><b>essential</b> 47:14<br><b>essentially</b> 19:17<br>56:23 58:5<br><b>established</b><br>12:16<br><b>estimated</b> 16:17<br><b>evaluate</b> 17:25 | 47:9<br><b>event</b> 34:15<br><b>everybody</b> 15:21<br>22:9<br><b>everybody's</b><br>40:25<br><b>evidentiary</b><br>14:13 24:6<br><b>evolve</b> 47:17,21<br><b>exact</b> 32:13<br><b>exactly</b> 53:16<br><b>examples</b> 50:12<br><b>exception</b> 24:12<br>24:14<br><b>exceptions</b> 24:14<br><b>exchanging</b> 60:6<br><b>exclusive</b> 41:10<br><b>Excuse</b> 15:15<br><b>exhibit</b> 60:6<br><b>exhibits</b> 60:6<br><b>existence</b> 39:3<br><b>existing</b> 38:5<br><b>expanding</b> 33:1<br><b>expeditious</b><br>51:21<br><b>experience</b> 32:7<br>36:6<br><b>expert</b> 21:23<br><b>experts</b> 14:14<br>23:19 37:2<br><b>Expiration</b><br>62:20<br><b>express</b> 11:24<br>29:20 34:18<br><b>expressed</b> 11:14<br>29:17 35:1<br><b>Expressway</b> 5:3<br><b>extension</b> 49:17<br><b>extent</b> 59:21<br><b>extremely</b> 44:3<br>48:4<br><hr/> <b>F</b><br><hr/> <b>F</b> 1:15 5:7<br><b>face</b> 50:10<br><b>facilities</b> 9:22<br><b>fact</b> 22:7 25:8 |
|---|---|--|---|---|

|   |  |  |   |  |
|---|--|--|---|--|
| 32:7 39:12<br>40:19 58:15<br><b>factor</b> 39:10<br>59:23<br><b>facts</b> 24:7 62:5<br><b>fair</b> 11:2 14:22<br>14:22<br><b>fairly</b> 47:5<br><b>faith</b> 10:22<br>15:21 18:3<br>19:15,20,21<br><b>Faler</b> 7:24<br><b>fallow</b> 32:21<br><b>fallowing</b> 32:15<br>33:6,11,15<br><b>far</b> 24:1 27:3<br>37:4 39:11<br>54:21<br><b>farmers</b> 5:12 9:6<br>53:11<br><b>fashion</b> 51:21<br><b>favor</b> 16:2<br><b>Fe</b> 2:19 3:4 4:23<br>5:8<br><b>feasible</b> 45:18<br><b>February/Ma...</b><br>41:15<br><b>federal</b> 21:3<br>25:21 50:23<br><b>feel</b> 20:20 23:17<br>33:14 35:8,10<br>42:2,23 45:23<br>59:14<br><b>feels</b> 37:5<br><b>fell</b> 19:19<br><b>fight</b> 54:12<br><b>figures</b> 28:4 29:6<br><b>figuring</b> 57:23<br><b>filed</b> 39:13<br><b>filing</b> 39:18<br><b>final</b> 16:7 18:7<br>18:12,16 22:12<br>22:16 23:18,23<br>25:18 28:11<br>29:6 32:4<br>37:11 41:5<br>59:11 | <b>finalized</b> 41:17<br>41:18<br><b>finally</b> 6:4 11:4<br>16:14<br><b>finish</b> 50:15<br><b>Firm</b> 4:17 5:13<br>62:23<br><b>first</b> 9:19 13:13<br>13:21 30:3<br>43:1,18 59:17<br><b>Floor</b> 3:9<br><b>Florida</b> 10:19<br><b>flushed</b> 54:22<br><b>flying</b> 55:19<br><b>focus</b> 21:25<br>22:23 40:9,10<br><b>focused</b> 44:10<br><b>following</b> 10:13<br><b>follows</b> 10:14<br><b>foot</b> 36:7<br><b>foregoing</b> 62:6<br><b>foresee</b> 13:10<br><b>form</b> 34:12<br><b>Fort</b> 10:18<br><b>forth</b> 35:17 55:9<br>60:7<br><b>forward</b> 10:10<br>15:22 43:13<br>58:11 59:15<br>60:4<br><b>four</b> 32:19 60:9<br><b>Fourth</b> 4:8<br><b>frame</b> 41:2<br><b>frankly</b> 17:9<br>18:9 37:1<br>59:12<br><b>Friday</b> 20:24<br>60:16,16<br><b>front</b> 7:4 31:20<br>42:11<br><b>fruitful</b> 12:11<br><b>fruition</b> 13:18<br><b>frustration</b><br>29:17,18<br><b>frustrations</b><br>30:4<br><b>fully</b> 13:19 43:14 | 54:6,22<br><b>funding</b> 32:15<br><b>further</b> 14:24<br>36:14 55:1<br>60:11 62:9<br><hr/> <b>G</b><br><b>G</b> 5:2 6:1<br><b>gain</b> 57:20<br><b>Garcia</b> 43:19<br><b>Garza</b> 5:18 62:3<br>62:19<br><b>general</b> 7:5<br>26:11,18,19,24<br>31:9 32:8 34:1<br>42:8 47:25<br>53:12<br><b>general's</b> 2:13<br>3:3 6:22 7:6<br>26:8 29:9<br>48:14<br><b>generally</b> 48:9<br>48:10<br><b>generated</b> 11:1<br>28:4<br><b>Georgia</b> 10:18<br><b>getting</b> 17:20<br>30:7,10,15<br>32:24 49:18<br><b>giant</b> 44:12<br><b>give</b> 13:1 18:24<br>29:6 31:18<br>36:18 38:17,18<br>38:21 42:25<br>48:1 50:14<br>54:10<br><b>GIVEN</b> 62:16<br><b>giving</b> 38:21<br>49:8<br><b>go</b> 15:16 17:19<br>18:11,17 21:2<br>21:6,11 24:11<br>24:14 26:7<br>27:24 31:23<br>32:16 40:5,6<br>40:22 41:17<br>42:21 43:8 | 54:8<br><b>goal</b> 37:23 38:6<br><b>goes</b> 25:12 42:7<br><b>going</b> 6:13 10:4<br>11:6,18,22<br>12:17,23 16:13<br>19:6 27:23,24<br>29:12 30:5<br>32:20,21 33:4<br>37:21,24 40:2<br>40:3 43:13<br>49:21 53:23<br>54:1,6,7,13<br>55:4,7,7,8,18<br>56:10,17,24<br>58:11 59:12,15<br><b>good</b> 6:2 7:2,13<br>7:19 8:7,16,21<br>9:3 10:12,22<br>15:21 19:9,21<br>20:15 25:6<br>33:13 36:20,25<br>37:1,7 40:25<br>47:1<br><b>goodwill</b> 10:25<br>35:10 36:25<br><b>gotten</b> 30:6<br><b>governing</b> 30:19<br><b>government</b><br>25:21<br><b>governor</b> 33:23<br><b>governor's</b> 32:1<br>33:24<br><b>Grande</b> 5:11<br>6:23 9:5 33:6<br>38:4 52:10,13<br>52:22 53:10<br><b>Granger</b> 59:17<br><b>great</b> 10:24,25<br>11:12 15:23<br>19:1 41:7<br><b>greater</b> 39:20<br><b>groundwater</b><br>33:13 49:20<br><b>growers</b> 5:11 9:2<br>9:4 53:8<br><b>guess</b> 9:24 12:14 | 14:7 15:9<br>22:13 27:2<br>32:20 38:19<br>47:21 52:3<br><b>guided</b> 59:20<br><hr/> <b>H</b><br><b>half</b> 42:5<br><b>Hamman</b> 7:8<br><b>HAND</b> 62:16<br><b>handle</b> 14:20<br><b>hands</b> 16:21<br><b>happen</b> 22:6<br>35:13<br><b>happens</b> 19:23<br>25:19 40:23<br><b>hard</b> 34:24 43:1<br>47:17 53:23<br><b>harmed</b> 49:21<br><b>Harris</b> 4:7 59:13<br><b>hate</b> 37:3<br><b>hear</b> 11:14,22<br>15:17 16:9<br>22:4 30:3<br>38:17<br><b>heard</b> 31:7,11<br>43:3 51:7<br>53:15,15 55:25<br>59:8<br><b>hearing</b> 1:14 6:4<br>9:23 14:8,13<br>17:9,13 24:7<br>62:8,11<br><b>HEATH</b> 5:2<br><b>Heather</b> 5:18<br>62:3,19<br><b>heather_garza...</b><br>5:21<br><b>help</b> 59:1<br><b>helpful</b> 58:10<br><b>hereto</b> 62:6<br><b>Hicks</b> 4:11,12<br>8:17<br><b>highly</b> 45:15<br>46:19<br><b>history</b> 31:5<br><b>hits</b> 40:2 |
|---|--|--|---|--|

|                        |                          |                         |                        |                         |
|------------------------|--------------------------|-------------------------|------------------------|-------------------------|
| <b>holistic</b> 49:25  | <b>impediments</b>       | 29:9                    | 43:11                  | 59:17,22 60:13          |
| <b>honestly</b> 26:21  | 18:10                    | <b>interpretation</b>   | <b>jcbrockmann...</b>  | 60:13,18,19,21          |
| <b>Honor</b> 6:18 7:2  | <b>implement</b>         | 38:2                    | 4:24                   | 60:22                   |
| 7:13,20 8:3,7          | 53:23                    | <b>interpretations</b>  | <b>Jeff</b> 7:3        | <b>Judith</b> 3:17 7:21 |
| 8:10,16,22 9:3         | <b>implicated</b>        | 38:4                    | <b>Jeffrey</b> 2:18    | <b>judith.colema...</b> |
| 10:12 20:6,9           | 50:22                    | <b>interstate</b> 7:9   | <b>Jennifer</b> 7:24   | 3:20                    |
| 20:14 30:25            | <b>important</b> 54:23   | 33:20                   | <b>jfstein@newm...</b> | <b>July</b> 60:2,17,20  |
| 31:2 32:4 33:2         | <b>imposed</b> 12:7      | <b>intervenor</b> 6:10  | 5:9                    | <b>JUNE</b> 1:14        |
| 36:21 37:7,24          | 19:11                    | <b>intrastate</b> 48:16 | <b>Jim</b> 8:3         | <b>juris</b> 38:2       |
| 43:5,10 44:2           | <b>impossible</b> 11:17  | 59:2                    | <b>joined</b> 7:22     | <b>jurisdiction</b>     |
| 46:22 47:2             | 12:19                    | <b>involve</b> 48:16    | <b>joining</b> 8:12    | 35:25 36:7              |
| 49:16 51:8,13          | <b>Improvement</b>       | <b>involved</b> 13:2    | <b>Jorge</b> 43:18     | <b>Justice</b> 3:13,18  |
| 51:18 53:1             | 4:5 8:15,18              | 26:2 35:7               | <b>Judge</b> 1:15 6:2  | 7:22 25:13              |
| 54:21 57:4             | 51:12 52:16              | 47:15 50:19             | 6:25 7:11,17           | <b>jwechsler@m...</b>   |
| <b>HONORABLE</b>       | <b>in-person</b> 20:18   | 56:16                   | 7:25 8:6,9,14          | 2:20                    |
| 1:15                   | <b>including</b> 13:13   | <b>involvement</b>      | 8:19,24 9:2,10         | <hr/> <b>K</b> <hr/>    |
| <b>hope</b> 16:22 17:7 | 19:11 23:13              | 24:2                    | 9:13,17,18,21          | <b>keep</b> 29:18 47:4  |
| <b>hoped</b> 22:8      | 44:7 58:25               | <b>involves</b> 58:24   | 10:9,12 12:13          | 47:15                   |
| <b>hopefully</b> 31:6  | <b>incredibly</b> 58:10  | <b>involving</b> 44:4   | 12:24 13:25            | <b>keeping</b> 60:3     |
| 36:5 51:21             | <b>indicate</b> 39:2     | <b>irrigation</b> 4:15  | 14:3,4,11,23           | <b>kept</b> 33:17 34:1  |
| 58:1                   | 56:1                     | 8:19,23 44:11           | 14:25 15:1,2,3         | <b>Khoury</b> 3:2 7:4   |
| <b>hopes</b> 15:25     | <b>indicated</b> 22:8    | 52:15                   | 15:4,6,7,8,8,9         | <b>kin</b> 62:13        |
| <b>horizon</b> 58:24   | 29:8 30:4 47:8           | <b>ISC</b> 48:14        | 15:12,15,18            | <b>kind</b> 17:11 22:4  |
| <b>hours</b> 21:21     | 48:5                     | <b>issue</b> 24:11 30:2 | 17:15 19:2             | 59:14                   |
| 55:23                  | <b>indicates</b> 23:1    | 38:20 40:23             | 20:4,7,12,15           | <b>kinds</b> 13:5       |
| <b>Houston</b> 5:20    | <b>indicating</b> 6:10   | 51:22                   | 20:19 22:4,7           | <b>Klahn</b> 2:8 6:21   |
| 62:24                  | <b>individual</b> 51:25  | <b>issues</b> 11:18     | 22:25 23:25            | <b>know</b> 6:11 10:5   |
| <b>Hubenak</b> 2:13    | <b>informed</b> 33:17    | 12:22,25 15:23          | 24:5,20 25:1,8         | 12:15,19 15:24          |
| 6:21                   | 34:1 47:15               | 19:4,8,10 23:2          | 25:19 26:10,17         | 19:18,24 22:7           |
| <b>Hudspeth</b> 8:24   | 48:9                     | 23:3 31:7,15            | 27:2,13 28:1           | 23:4,8 26:21            |
| <b>hydrologist</b>     | <b>initiated</b> 17:2    | 35:4,4 44:3,9           | 28:13 29:7,25          | 27:1 32:2 33:7          |
| 44:18,20               | <b>input</b> 57:12       | 44:15 45:22,24          | 30:14,18,22            | 33:24 35:8              |
| <b>hydrology</b> 44:4  | <b>insurmountable</b>    | 46:3 48:10,15           | 31:1,24 32:18          | 39:19 40:5,13           |
| <b>hypothetical</b>    | 28:17 31:12              | 49:3 50:1,3,22          | 34:14 35:20,23         | 40:14,15,24             |
| 16:19                  | <b>intentions</b> 40:25  | 51:20 53:14             | 36:12,16 37:18         | 41:24 42:1,12           |
| <hr/> <b>I</b> <hr/>   | <b>interest</b> 18:9     | 54:2,8,9,12             | 38:16 39:5             | 48:10,13 50:19          |
| <b>idea</b> 42:9       | 28:24 37:10              | 57:14 58:2,20           | 41:12 42:3             | 54:17 57:6              |
| <b>ideally</b> 24:18   | <b>interested</b> 29:11  | 59:2,4                  | 43:2,8 45:21           | 59:24 60:10             |
| <b>identified</b> 31:7 | 29:15 33:13              | <b>it'll</b> 18:16 32:3 | 46:4,13,18,23          | <b>knows</b> 44:2       |
| 32:15                  | 37:15,16 57:1            | 40:20                   | 48:21 49:12,14         | <hr/> <b>L</b> <hr/>    |
| <b>immediately</b>     | 62:13                    | <b>items</b> 21:12      | 50:16 51:2,6           | <b>L</b> 2:3 5:18 62:3  |
| 56:18                  | <b>interests</b> 56:25   | 54:21                   | 51:10 52:2,23          | 62:19                   |
| <b>impact</b> 33:7     | <b>interference</b>      | <hr/> <b>J</b> <hr/>    | 53:4 54:15,24          | <b>lack</b> 28:21       |
| 38:3 46:2              | 28:22                    | <b>James</b> 4:22       | 55:1,25 56:12          | <b>Lake</b> 4:3         |
| 57:13                  | <b>interior</b> 3:22 4:2 | <b>January</b> 21:12    | 56:14,21 58:3          | <b>land</b> 21:8 32:16  |
| <b>impacted</b> 50:2,3 | 21:6 23:6                | <b>Jay</b> 5:7 8:10     | 58:3,6,7,10,14         |                         |
|                        | 25:22,23 26:5            |                         | 58:21 59:6,10          |                         |

|                          |                          |                         |                       |                        |
|--------------------------|--------------------------|-------------------------|-----------------------|------------------------|
| <b>language</b> 24:25    | 55:2,10 56:4             | <b>M</b>                | <b>mediator</b> 9:18  | 9:11 10:17             |
| <b>large</b> 35:9 59:20  | 56:13,15 58:12           | <b>M</b> 2:13,22        | 42:4 59:17            | 16:17,17,23            |
| <b>larger</b> 38:1,13    | <b>let's</b> 15:10       | <b>Main</b> 4:17        | <b>mediator's</b>     | 17:20 18:19            |
| <b>largest</b> 44:14     | <b>level</b> 15:22 26:7  | <b>maintain</b> 34:20   | 59:21                 | 21:11 30:8             |
| <b>Las</b> 4:18,21 5:6   | 38:1,2 40:16             | <b>maintaining</b>      | <b>meet</b> 47:6      | 32:14,20 33:4          |
| 8:9,11 43:11             | 42:24 47:13              | 41:11                   | <b>meetings</b> 10:14 | 33:20,22,25            |
| 43:13 44:7,14            | <b>levels</b> 23:4 28:20 | <b>major</b> 19:5 31:7  | 11:1                  | 34:19,23 39:6          |
| 45:10 46:11,20           | 28:23 29:1               | <b>make-of-break</b>    | <b>MELLOY</b> 1:15    | 39:8 42:8              |
| 56:25                    | <b>lies</b> 37:10        | 12:18                   | 6:2,25 7:11,17        | 43:16 45:16            |
| <b>lasted</b> 31:4       | <b>lieu</b> 10:8         | <b>makers</b> 33:17     | 7:25 8:6,9,14         | 46:4,5,7 47:4,5        |
| <b>lasting</b> 35:5 58:1 | <b>likelihood</b> 20:16  | 34:6                    | 8:19,24 9:2,10        | 48:13 53:8,9           |
| <b>LAW</b> 3:8 4:12      | <b>limited</b> 34:22     | <b>making</b> 9:22      | 9:13,17 12:13         | 53:12,13,19            |
| 4:17 5:13                | <b>Lincoln</b> 2:23      | 14:16                   | 13:25 14:4,23         | 54:1,2 56:10           |
| <b>Lawrence</b> 2:9      | <b>line</b> 26:1         | <b>Mall</b> 2:4         | 15:1,4,7,9,15         | 56:12 57:2,19          |
| <b>lawsuit</b> 39:4,6    | <b>lines</b> 21:1 38:23  | <b>management</b>       | 15:18 17:15           | 58:25 59:1             |
| 39:10,11,14,18           | <b>link</b> 33:23        | 33:13                   | 19:2 20:4,7,12        | <b>Mexico's</b> 27:20  |
| 39:19                    | <b>Lisa</b> 2:22 7:6     | <b>manpower</b>         | 22:4,25 23:25         | 33:10 52:6,9           |
| <b>lawsuits</b> 50:17    | <b>listening</b> 6:13    | 21:21                   | 24:20 25:1,19         | <b>Michael</b> 1:15    |
| <b>lawyer</b> 50:9       | 53:5                     | <b>manual</b> 39:25     | 26:10,17 27:2         | 7:15                   |
| <b>lawyers</b> 37:8      | <b>lists</b> 60:7,7      | 40:8,10                 | 27:13 28:1,13         | <b>mid</b> 48:4        |
| <b>leaders</b> 32:2      | <b>litigate</b> 34:16    | <b>map</b> 13:1         | 29:7,25 30:14         | <b>middle</b> 33:6     |
| <b>leads</b> 38:4        | <b>litigation</b> 10:23  | <b>Maria</b> 4:7 8:17   | 30:18,22 31:1         | 42:20                  |
| <b>leave</b> 17:18       | 17:2 20:2 32:8           | 51:11                   | 31:24 32:18           | <b>Mike</b> 7:8        |
| <b>Lee</b> 3:13 7:20     | 51:16,19,21              | <b>MASTER</b> 1:15      | 35:20,23 36:12        | <b>million</b> 32:23   |
| <b>lee.leininger@...</b> | 54:1,3                   | <b>matter</b> 13:8 47:6 | 36:16 37:18           | <b>mind</b> 12:14      |
| 3:15                     | <b>little</b> 9:24 41:13 | 55:14                   | 38:16 39:5            | <b>Minneapolis</b>     |
| <b>legal</b> 53:20       | <b>LLC</b> 4:17 5:13     | <b>matters</b> 10:23    | 41:12 43:2,8          | 10:18                  |
| <b>legislation</b> 16:24 | <b>LLP</b> 5:2           | 47:8                    | 45:21 46:4,13         | <b>Minnesota</b>       |
| 17:21 18:18              | <b>locations</b> 15:20   | <b>MAX</b> 4:12         | 46:18,23 48:21        | 10:16,18               |
| 19:12 21:10,11           | <b>long</b> 12:22 20:18  | <b>mean</b> 12:1,21     | 49:12,14 50:16        | <b>minor</b> 50:12     |
| 31:25,25 32:14           | 31:5 42:3                | 14:7 22:21              | 51:2,6,10 52:2        | <b>minutes</b> 43:7    |
| <b>legislative</b> 13:15 | 44:25 50:3               | 23:3,7,10               | 52:23 53:4            | <b>Missouri</b> 1:16   |
| 13:23 14:12              | 53:3                     | 27:13 28:15,15          | 54:15,24 55:1         | 9:20 10:19             |
| 16:16 19:24              | <b>longer</b> 34:17      | 33:18 34:22             | 55:25 56:12,14        | <b>mobrien@mo...</b>   |
| 20:1 21:13,15            | <b>look</b> 50:7,8       | 37:9 39:6               | 56:21 58:3            | 4:9                    |
| 32:2 46:7,10             | <b>looking</b> 24:17     | 40:22 41:22             | 59:6,10 60:18         | <b>MODRALL</b> 4:7     |
| <b>legislature</b> 16:24 | 27:19 34:16              | 42:14 45:22             | 60:21                 | <b>moment</b> 27:23    |
| 18:19 34:7,8             | 37:14,21 42:16           | 55:5 58:6               | <b>mention</b> 20:19  | <b>Monday</b> 24:21    |
| 41:1 46:7,12             | <b>lost</b> 10:15        | <b>means</b> 12:8 28:8  | <b>mentioned</b> 24:6 | 55:4                   |
| <b>Leininger</b> 3:13    | <b>lot</b> 6:5 15:13,19  | 42:10                   | 56:7                  | <b>MONTGOM...</b>      |
| 7:19,20 20:13            | 15:20,23 47:12           | <b>measures</b> 13:12   | <b>met</b> 10:14,15   | 2:18                   |
| 20:14 22:19              | 53:24 54:3               | <b>mediating</b> 15:14  | <b>Mexicans</b> 54:14 | <b>month</b> 41:24,24  |
| 23:10 24:4,24            | 56:9                     | 15:20                   | <b>Mexico</b> 1:11    | <b>months</b> 21:8     |
| 25:4,25 26:13            | <b>Louis</b> 1:16 10:8   | <b>mediation</b> 10:2   | 2:17,19 3:3,4         | 22:11 35:14            |
| 26:21 27:7,15            | 10:19                    | 10:6,7 14:24            | 4:8,18,23 5:8         | 50:6                   |
| 28:3,19 29:16            | <b>lthompson@t...</b>    | 31:6 50:12              | 5:11,11,15 6:8        | <b>MoPac</b> 5:3       |
| 30:12,17,21,24           | 2:25                     |                         | 7:1,3 9:2,4,6         | <b>morning</b> 6:3 7:2 |

|   |   |   |   |  |
|---|---|---|---|--|
| 7:13,19 8:7,16<br>8:21 9:3,23<br>10:12 11:10<br>15:3 20:15<br>36:20 47:1<br><b>move</b> 44:8 47:17<br><b>moving</b> 15:22<br>35:11 57:21<br>60:4<br><b>multiple</b> 50:2,23<br><b>municipal</b> 44:13<br>45:11,17<br><b>mutually</b> 41:10<br>51:23<br><b>Myers</b> 10:18   | 44:23 56:10<br><b>negotiations</b><br>12:21 13:3<br>21:18 22:2<br>29:23 44:8<br>48:19<br><b>negotiators</b> 41:2<br><b>new</b> 1:11 2:17<br>2:19 3:3,4 4:8<br>4:18,23 5:8,11<br>5:11,15 6:8,25<br>7:3 9:2,4,6,11<br>10:17 16:16,17<br>16:23 17:20<br>18:18 21:11<br>27:19 30:8<br>32:14,20 33:3<br>33:10,19,22,25<br>34:19,23 39:6<br>39:8 42:7<br>43:16 44:9,19<br>45:16,17,21<br>46:4,5,7 47:4,5<br>48:13 52:6,9<br>53:8,9,12,13<br>53:19 54:1,1<br>54:14 56:10,12<br>57:2,19 58:25<br>59:1<br><b>nice</b> 6:3,5<br><b>normal</b> 17:13<br><b>noted</b> 51:18,20<br><b>notice</b> 14:8<br><b>notwithstandi...</b><br>19:21 40:25<br>42:17<br><b>November</b> 62:17<br><b>nuances</b> 35:4<br><b>number</b> 12:25<br>19:1 31:22<br>32:10 37:7<br>58:1<br><b>numerous</b> 20:20<br>26:25 44:3<br><b>NW</b> 3:23 | <b>O</b> 6:1<br><b>O'Brien</b> 4:7<br>8:16,17 51:8<br>51:10,11,11<br>52:8<br><b>object</b> 48:25<br><b>objection</b> 54:19<br><b>obligation</b> 37:13<br><b>obligations</b><br>37:20<br><b>obstacle</b> 28:17<br><b>obstacles</b> 19:5<br><b>obtain</b> 35:25<br><b>Obviously</b> 41:7<br><b>occur</b> 19:20 33:3<br>40:15 43:20,22<br><b>occurring</b> 54:4<br><b>October</b> 11:8,19<br>12:1 16:4<br>21:24 29:19<br>34:20 41:11<br>42:13,22 44:1<br>45:20<br><b>office</b> 2:13,14<br>3:3,3,18 4:12<br>4:12,23 5:8,14<br>6:21,22 7:6,22<br>9:21 21:7 23:6<br>23:13 25:12<br>26:8 29:10<br>32:1 33:24<br>48:14 62:16<br><b>official</b> 33:19<br><b>officials</b> 29:10<br>33:22<br><b>Ogaz</b> 3:2 7:5<br><b>oh</b> 32:19 56:14<br><b>okay</b> 15:1 30:22<br>43:8 46:23<br>51:6 56:14<br>59:6 60:18<br><b>older</b> 50:1<br><b>Olsen</b> 9:7<br><b>on-the-ground</b><br>54:14<br><b>ones</b> 19:4<br><b>ongoing</b> 23:21 | 34:2<br><b>operating</b> 30:7<br>30:11,16,18<br>38:20,25 39:2<br>39:3,7,13,16<br>39:21,24,25<br>40:7,7<br><b>opinions</b> 11:13<br>48:2<br><b>opportunity</b><br>47:2 50:14<br>53:2<br><b>oppose</b> 46:14<br><b>opposed</b> 13:5<br><b>opposition</b> 29:11<br>29:13,14<br><b>oral</b> 13:5<br><b>order</b> 9:25 10:1<br>12:7 24:12<br>31:18<br><b>Original</b> 1:3 6:7<br>47:11<br><b>outline</b> 28:7<br><b>outlines</b> 25:3<br><b>outset</b> 41:21<br><b>outvote</b> 25:24<br><b>overly</b> 56:2 | 43:13<br><b>participating</b><br>6:12<br><b>participation</b><br>51:17 54:2<br>58:22<br><b>particular</b> 37:8<br>37:12 56:1<br><b>particularly</b><br>19:25<br><b>parties</b> 9:14<br>10:21 11:2,7,9<br>13:14,15,20<br>14:5,11,19<br>16:9 17:7,16<br>19:3 20:16<br>21:14 22:22<br>23:3 24:9,21<br>25:7 27:22<br>28:10 29:12,19<br>29:23 31:6,21<br>32:6 34:22<br>35:2,3,7 36:24<br>37:2 38:8,12<br>40:17 44:6<br>45:7 47:7,25<br>48:3,5,12,19<br>50:19 51:15,20<br>53:20 55:2,11<br>57:1,5 58:15<br>59:3 62:10,14<br><b>parties'</b> 11:23<br>51:23,24<br><b>parts</b> 13:14 32:5<br><b>party</b> 11:18<br>24:12 29:15<br>41:9<br><b>Paseo</b> 2:19<br><b>Paso</b> 4:5 5:1 8:6<br>8:8,14,17 10:3<br>10:17 12:17<br>51:12 52:4,15<br>52:17,19,20<br><b>pass</b> 46:12<br><b>path</b> 20:22<br>25:16 34:22<br><b>Paul</b> 10:16 |
| <hr/> <b>N</b> <hr/> N 2:1 6:1<br>N.W 4:8<br><b>nail</b> 12:25<br><b>narrow</b> 45:1<br><b>nature</b> 57:8<br>58:12<br><b>nearly</b> 30:5<br><b>necessarily</b><br>41:20<br><b>necessary</b> 12:20<br>42:15 57:17<br><b>necessity</b> 14:8<br>46:19<br><b>need</b> 14:4 16:12<br>19:12 22:5<br>25:10 27:4<br>29:5 31:23<br>45:23 46:6<br>49:25 54:5,6,7<br>56:23 57:5<br>60:5<br><b>needs</b> 21:24,25<br>28:2<br><b>negotiate</b> 18:20<br>34:4<br><b>negotiated</b> 27:4<br>56:8<br><b>negotiating</b> 45:7<br><b>negotiation</b> 17:7<br>27:10 43:24 | <hr/> <b>N</b> <hr/> N 2:1 6:1<br>N.W 4:8<br><b>nail</b> 12:25<br><b>narrow</b> 45:1<br><b>nature</b> 57:8<br>58:12<br><b>nearly</b> 30:5<br><b>necessarily</b><br>41:20<br><b>necessary</b> 12:20<br>42:15 57:17<br><b>necessity</b> 14:8<br>46:19<br><b>need</b> 14:4 16:12<br>19:12 22:5<br>25:10 27:4<br>29:5 31:23<br>45:23 46:6<br>49:25 54:5,6,7<br>56:23 57:5<br>60:5<br><b>needs</b> 21:24,25<br>28:2<br><b>negotiate</b> 18:20<br>34:4<br><b>negotiated</b> 27:4<br>56:8<br><b>negotiating</b> 45:7<br><b>negotiation</b> 17:7<br>27:10 43:24   | <hr/> <b>O</b> <hr/>  | <hr/> <b>P</b> <hr/> P 2:1,1 6:1<br>P.A 4:7,22 5:7<br><b>package</b> 26:6<br><b>page</b> 52:4<br><b>pages</b> 62:6<br><b>paper</b> 18:4<br>27:12 56:20<br><b>par</b> 36:10<br><b>parameters</b><br>27:16<br><b>pardon</b> 11:20<br><b>part</b> 17:3 19:10<br>19:14 23:21<br>27:10 33:16<br>37:10 44:23<br><b>participate</b><br>43:16 58:4<br><b>participates</b>   |  |

|   |  |   |  |  |
|---|--|---|--|--|
| <b>pecan</b> 5:11 9:2,4<br>53:8   | <b>position</b> 36:21<br>38:9                                      | 56:9  | 52:22  | <b>Q</b>   |
| <b>pen</b> 22:24  | <b>positive</b> 12:2   | <b>primary</b> 21:25<br>33:21   | <b>proper</b> 49:20,25   | <b>quarter</b> 13:13<br>13:22  |
| <b>pending</b> 50:25  | <b>possible</b> 32:14<br>32:15 50:7                                | <b>principles</b> 11:3<br>45:4,4,5 47:19  | <b>property</b> 32:21  | <b>question</b> 25:7,8<br>26:22 36:3<br>40:22 44:10<br>46:21 52:17                                 |
| <b>people</b> 6:11<br>19:11 23:5<br>29:9 53:5   | <b>Post</b> 2:14 3:3,18<br>4:12,23 5:8,14                          | 48:1,8,22 49:2<br>54:16 55:15   | 18:15 31:17<br>45:13 49:5  | <b>questions</b> 12:14<br>53:15  |
| <b>Peralta</b> 2:19   | <b>postpone</b> 35:16  | <b>prior</b> 9:24 39:3  | <b>proposals</b> 44:17<br>44:18,19,25<br>45:1                                    | <b>quicker</b> 40:20   |
| <b>period</b> 32:9<br>34:17 35:14<br>59:20  | <b>postponing</b><br>20:21   | <b>priority</b> 51:4<br>59:4  | <b>propose</b> 17:8  | <b>quite</b> 12:24 17:9<br>18:9,19 34:5<br>59:12   |
| <b>periods</b> 53:17  | <b>posturing</b> 14:20   | <b>Priscilla</b> 2:13<br>6:21   | <b>proposed</b> 16:10<br>16:10 18:14<br>20:25 23:19,22<br>24:25 39:23<br>42:6    | <b>R</b>   |
| <b>person</b> 6:4,6<br>26:11,22 60:2  | <b>potential</b> 35:11   | <b>priscilla.hube...</b><br>2:15  | <b>proposing</b> 20:22<br>24:8   | <b>R</b> 2:1 3:13 4:16<br>6:1  |
| <b>perspective</b><br>10:10,24 15:24<br>18:1 19:8<br>33:11 40:23<br>44:8 47:22,24<br>48:17 54:11<br>58:9                                      | <b>power</b> 18:8<br>25:21   | <b>probably</b> 12:19<br>13:13 41:19<br>60:1  | <b>protect</b> 52:12   | <b>Raley</b> 2:23 7:7  |
| <b>phase</b> 22:15<br>43:20 45:22   | <b>practical</b> 42:1<br>53:22 54:13                               | <b>problem</b> 19:10<br>21:17 23:8  | <b>protection</b> 29:3   | <b>ramifications</b><br>42:1   |
| <b>phrased</b> 36:11  | <b>practicality</b> 52:1   | <b>procedural</b><br>14:20  | <b>protests</b> 50:25  | <b>Randel</b> 3:22<br>7:23   |
| <b>piece</b> 58:1   | <b>pre-trial</b> 17:9,13   | <b>procedure</b> 24:1   | <b>provide</b> 39:14<br>39:17 44:22  | <b>range</b> 27:21   |
| <b>pieces</b> 25:11   | <b>predicated</b><br>16:16   | <b>proceed</b> 13:9<br>17:13 18:23<br>24:15 59:22   | <b>provided</b> 39:13  | <b>reach</b> 10:22 16:1<br>18:13 25:17<br>28:11 31:16<br>35:5 40:18,19<br>40:24 41:7<br>56:6 57:17 |
| <b>pilot</b> 32:21 33:3<br>33:5   | <b>predict</b> 19:23   | <b>proceedings</b><br>61:1 62:8   | <b>provides</b> 30:9<br>39:22  | <b>reached</b> 11:2<br>16:20   |
| <b>place</b> 11:16<br>14:22 25:11<br>43:1   | <b>predictable</b> 34:8  | <b>process</b> 18:18<br>19:24 20:1<br>21:7,16,17<br>27:10 41:13<br>43:14,15,17,22<br>43:23,24 44:16<br>44:23 45:8,19<br>46:16 47:6,23<br>48:13 50:13<br>56:16,19 58:4<br>58:13,21 | <b>providing</b> 45:11   | <b>read</b> 32:19  |
| <b>Please</b> 6:2   | <b>preexisted</b> 39:18  | <b>proceedings</b><br>61:1 62:8   | <b>provisions</b> 13:16  | <b>ready</b> 21:1 25:11  |
| <b>plugged</b> 28:6   | <b>preliminary</b><br>55:11  | <b>process</b> 18:18<br>19:24 20:1<br>21:7,16,17<br>27:10 41:13<br>43:14,15,17,22<br>43:23,24 44:16<br>44:23 45:8,19<br>46:16 47:6,23<br>48:13 50:13<br>56:16,19 58:4<br>58:13,21 | <b>prudence</b> 38:2   | <b>real</b> 17:3 22:23   |
| <b>point</b> 14:6,24<br>17:22,24 18:22<br>18:23 20:21<br>22:8 23:17<br>24:5 26:7<br>34:13 37:19<br>38:6 42:23<br>54:18,20 55:6<br>59:18 60:11 | <b>preparation</b><br>11:16 21:19,24<br>38:11 43:23<br>45:20 48:20 | <b>proceedings</b><br>61:1 62:8   | <b>pull</b> 15:16  | <b>realistic</b> 50:5  |
| <b>political</b> 35:14  | <b>prepare</b> 21:22   | <b>proceedings</b><br>61:1 62:8   | <b>purposes</b> 21:9<br>23:15 24:10<br>28:24 29:19<br>55:22                      | <b>really</b> 19:16<br>27:18 36:8<br>37:3,25 38:9<br>40:10 49:6<br>53:12 58:20                     |
| <b>portion</b> 12:4   | <b>prepared</b> 18:24<br>59:11                                     | <b>proceedings</b><br>61:1 62:8   | <b>push</b> 50:14  | <b>reason</b> 31:17<br>34:25 39:9<br>50:13   |
| <b>portions</b> 10:20<br>28:6   | <b>presence</b> 58:14  | <b>proceedings</b><br>61:1 62:8   | <b>pushback</b> 49:5   | <b>reasonably</b> 44:1   |
| <b>posed</b> 19:11  | <b>present</b> 6:16<br>9:18 24:7<br>31:19                          | <b>proceedings</b><br>61:1 62:8   | <b>pushed</b> 11:20  | <b>reasons</b> 19:1  |
|   | <b>presented</b> 36:4<br>43:20                                     | <b>program</b> 32:21<br>33:1,3,5  | <b>pushing</b> 49:22<br>49:24  | <b>recall</b> 42:3   |
|   | <b>presents</b> 51:25  | <b>progress</b> 11:12<br>15:23 22:20<br>58:19   | <b>put</b> 20:23 23:19<br>27:11 29:1<br>30:13 35:17<br>37:16 42:15<br>50:9 57:25 | <b>Reclamation</b>   |
|   | <b>pretty</b> 19:5,9<br>49:9                                       | <b>project</b> 27:19<br>28:22,24,25,25<br>29:3,4 33:10<br>52:10,10,12,14  | <b>puts</b> 16:25  |  |
|   | <b>prevent</b> 27:5  |   | <b>putting</b> 22:24<br>24:22 37:8<br>56:19                                      |  |
|   | <b>Previously</b> 44:9   |   |  |  |
|   | <b>primarily</b> 37:10   |   |  |  |

|   |   |  |  |  |
|---|---|--|--|--|
| 7:24 8:25 23:6<br><b>recognize</b> 29:2<br><b>recognized</b><br>27:22<br><b>recommendati...</b><br>14:17 25:12<br>26:3<br><b>record</b> 6:19 7:14<br>8:4 51:14 53:6<br><b>reduce</b> 22:11<br>48:11<br><b>reduced</b> 37:11<br><b>reducing</b> 55:15<br><b>reevaluate</b> 18:22<br><b>referring</b> 44:13<br>45:9<br><b>regard</b> 38:14<br>52:16 53:18,25<br><b>regarding</b> 52:17<br>53:16<br><b>regardless</b> 59:25<br><b>regards</b> 58:2<br><b>Registration</b><br>62:23<br><b>regular</b> 26:23<br>62:10,12<br><b>regulatory</b> 13:14<br>21:3<br><b>relate</b> 37:13,17<br>37:17<br><b>related</b> 27:16<br>50:24<br><b>relationship</b><br>37:2<br><b>relative</b> 57:23<br><b>relatively</b> 57:13<br><b>relief</b> 17:2 30:6<br>30:15 38:21<br>39:13,15,17,17<br><b>rely</b> 19:25<br><b>remain</b> 11:15<br>16:4 19:4<br><b>remarkable</b><br>22:20 23:11<br><b>remarks</b> 47:3<br><b>remedies</b> 12:4,6<br>12:6 | <b>remedy</b> 24:16<br><b>remember</b> 43:18<br><b>reminding</b> 31:3<br><b>remotely</b> 8:13<br><b>Renea</b> 4:11,12<br>8:17<br><b>report</b> 9:25 10:9<br>14:8,17 17:10<br>24:10<br><b>Reporter</b> 5:17<br>62:4<br><b>Reporters</b> 5:19<br>62:23<br><b>represent</b> 31:13<br><b>representations</b><br>19:22<br><b>representatives</b><br>47:14<br><b>representing</b><br>46:5<br><b>requesting</b><br>49:17<br><b>require</b> 21:13<br>54:1,13<br><b>required</b> 21:5,21<br>26:6 58:15<br><b>requirements</b><br>21:3<br><b>resolution</b> 10:23<br>31:16 34:17<br>35:5,12 41:6<br>42:16 51:19<br>55:18 57:25<br><b>resolve</b> 36:22<br>51:3,16 54:2<br><b>resolved</b> 12:23<br>35:2 45:23<br><b>resource</b> 38:14<br><b>resources</b> 21:20<br>34:23 38:10<br>42:15<br><b>respect</b> 17:3<br>18:1 39:22<br>40:12<br><b>respective</b> 21:1<br>28:5<br><b>respects</b> 43:14 | <b>respond</b> 38:22<br><b>response</b> 9:1,16<br>49:25 54:25<br>56:3 59:9<br><b>responsibility</b><br>55:6<br><b>responsible</b><br>13:20<br><b>result</b> 46:17<br><b>retained</b> 44:1<br><b>retains</b> 36:7<br><b>rhicks@renea...</b><br>4:14<br><b>Rich</b> 4:2 7:23<br><b>right</b> 7:25 9:13<br>9:14 15:4,7,9<br>20:7,12,22<br>24:24 29:7,22<br>30:17 31:1<br>36:12,16 38:16<br>43:2,8 44:5<br>49:12 50:14,15<br>51:6 52:21,23<br>53:17,25 56:21<br>59:6 60:24<br><b>rights</b> 32:22<br>37:20 44:5,10<br>46:1 50:25<br>52:21<br><b>Rio</b> 5:11 6:23<br>9:5 33:6 38:3<br>52:10,13,22<br>53:10<br><b>road</b> 5:14 13:1<br>20:18 40:2,20<br><b>ROEHL</b> 4:7<br><b>role</b> 38:13 58:6,7<br>58:11<br><b>Rolf</b> 7:9<br><b>room</b> 47:20 50:8<br>50:9<br><b>rooms</b> 57:15<br><b>route</b> 24:18<br><b>RPR</b> 62:19<br><b>rubber</b> 40:1<br><b>rule</b> 14:10<br><b>ruling</b> 24:16 | <b>S</b><br><b>S</b> 2:1 5:3 6:1<br><b>Sacramento</b> 2:5<br><b>Salt</b> 4:3<br><b>Samantha</b> 4:16<br>8:22<br><b>samantha@h...</b><br>4:19<br><b>Santa</b> 2:19 3:4<br>4:23 5:8<br><b>Sarah</b> 2:8 6:21<br><b>satisfaction</b><br>14:15<br><b>saying</b> 31:3<br>33:14 34:5<br>59:22<br><b>says</b> 25:22,22,23<br>25:23 30:8<br><b>schedule</b> 12:6<br><b>scheduled</b> 11:19<br>12:5 14:14,23<br><b>schedules</b> 9:7<br><b>scheduling</b> 11:8<br><b>Schmidt-Peter...</b><br>7:10<br><b>Scott</b> 59:13<br><b>screen</b> 55:22<br><b>SEAL</b> 62:16<br><b>seated</b> 6:2<br><b>second</b> 15:15<br>42:4 43:19<br>44:14<br><b>see</b> 18:15 21:16<br>28:19 29:24<br>35:11 37:3<br>40:5 42:16<br>45:13 47:24<br>49:1 54:11,12<br>59:14<br><b>seen</b> 6:5 48:8<br>49:6 57:7<br><b>select</b> 55:21<br><b>sense</b> 30:7 35:6<br>40:1 41:23<br><b>September</b> 13:4<br>13:6,10,12 | 14:2 16:8,12<br>16:19 17:18<br>18:5,6,13,21<br>20:23,24,24<br>22:2 28:12<br>31:18 35:17<br>37:5 41:17<br>42:18 45:14<br>48:4,17 56:2<br><b>serious</b> 17:4<br><b>session</b> 10:2,4<br>14:24 21:11,15<br>58:24 59:5<br><b>sessions</b> 10:16<br>10:20 58:14<br><b>set</b> 35:16 45:22<br>48:7 60:5,10<br><b>setting</b> 9:23<br><b>settle</b> 18:11 28:8<br>50:6 51:15<br><b>settled</b> 24:8<br><b>settlement</b> 11:11<br>11:16,19 12:1<br>12:10 13:3,16<br>13:18,24 14:18<br>14:21 16:2,5<br>16:23,25 18:2<br>18:3,5,12,13<br>20:17,25 22:1<br>22:5 23:15,23<br>24:3,18 25:18<br>25:21 27:11,25<br>28:6,11,18<br>29:2 31:19,19<br>31:23 32:6,10<br>32:17,25 33:8<br>33:12,16,24<br>34:9 35:18,21<br>36:5,22 37:11<br>37:19 38:10,23<br>39:23,23,24<br>40:4,10,14,18<br>40:19,24 41:16<br>41:18 42:10<br>43:15,21 45:14<br>47:16,23,24<br>48:19 50:18 |
|---|---|--|--|--|



|  |  |  |  |  |
|--|--|--|--|--|
| 51:17,19,24<br>54:11 57:8,9<br>57:15<br><b>seven</b> 50:6<br><b>SG</b> 21:4 25:22<br>25:22,25 26:9<br>26:25<br><b>SG's</b> 21:7 23:5<br>23:13 25:12<br><b>shape</b> 19:9<br>34:12<br><b>share</b> 30:10<br>55:22 57:10<br><b>sheet</b> 22:9,15<br>25:3 45:2,3<br>48:6<br><b>Shelly</b> 3:22 7:23<br><b>shelly.randel...</b><br>3:24<br><b>Shorthand</b> 62:4<br><b>shown</b> 58:15<br><b>side</b> 11:20 52:6,7<br>52:9,9<br><b>sign</b> 26:12 27:1<br>53:21<br><b>signed</b> 22:12<br><b>significant</b> 58:18<br>59:3,23<br><b>significantly</b><br>39:20<br><b>signing</b> 21:9<br>26:16<br><b>signs</b> 26:17<br><b>SIMMONS</b> 2:4<br>2:9<br><b>simply</b> 33:13<br>34:15 35:15<br>58:19<br><b>simultaneously</b><br>43:22 56:17<br><b>single</b> 50:9,11<br><b>Sippel</b> 9:21<br><b>sir</b> 9:12 30:17,21<br><b>SISK</b> 4:7<br><b>sit</b> 16:21 18:22<br>24:22 25:2<br>40:14 41:9 | 42:14 49:6<br><b>sites</b> 55:20<br><b>sitting</b> 48:15<br><b>situation</b> 52:5<br><b>six</b> 26:3<br><b>sklahn@soma...</b><br>2:11<br><b>Skov</b> 6:23<br><b>sleeping</b> 44:12<br><b>small</b> 55:21<br><b>solicitor</b> 26:8,10<br>26:19,24 29:9<br><b>solicitor's</b> 7:22<br><b>solution</b> 46:7,10<br>50:1<br><b>Somach</b> 2:3,4,9<br>6:17,18,19<br>15:10,12,17,19<br>17:23 19:7<br>20:6 22:25<br>30:1,3 38:18<br>39:1,8 41:22<br>50:3<br><b>somebody</b> 23:8<br><b>soon</b> 55:8<br><b>sooner</b> 60:1<br><b>sorry</b> 9:10 19:24<br>28:1<br><b>sort</b> 29:4 34:11<br>38:20 52:5<br>54:8 59:1<br><b>sought</b> 57:12<br><b>sounds</b> 41:12<br><b>South</b> 1:16 4:3<br>4:17<br><b>Southern</b> 5:11<br>9:5 53:10<br><b>speak</b> 9:9 28:9<br>29:13 30:1<br>36:19 38:19<br>49:15 52:3,18<br>52:24 53:2,9<br><b>SPECIAL</b> 1:15<br><b>specific</b> 45:1<br>46:2 53:16<br>58:17<br><b>specifically</b> | 45:10<br><b>spectators</b> 6:15<br><b>spending</b> 55:19<br><b>spent</b> 15:13,19<br><b>SPERLING</b> 4:7<br><b>spot</b> 12:9<br><b>ssomach@so...</b><br>2:6<br><b>St</b> 1:16 10:8,16<br>10:19<br><b>staff</b> 9:21<br><b>stage</b> 22:16,24<br>37:4 43:18<br><b>start</b> 6:10,16<br>15:10 22:17<br>24:22 29:19<br>31:3 39:1 55:4<br><b>started</b> 50:4,12<br>55:6,10<br><b>starting</b> 27:5<br><b>state</b> 1:9,11,11<br>2:2,13,17 3:7<br>4:3 5:11 6:8,8<br>6:9,17,19 7:3,7<br>7:11,14,16 9:6<br>9:11 15:24<br>16:20,23 17:4<br>17:25 20:2<br>33:18 43:15,16<br>43:20 44:6,17<br>44:22,22,24<br>47:13 48:13<br>51:13 53:9<br>62:4<br><b>state's</b> 20:1<br>44:13<br><b>stated</b> 20:15<br>62:5<br><b>statement</b> 15:13<br>42:17<br><b>states</b> 1:6,15,16<br>3:12 6:7,9 7:18<br>7:20 16:13,22<br>17:20 20:11<br>21:2 25:9<br>26:18 28:10<br>31:11 32:13 | 34:15,20 36:2<br>36:3 37:15<br>44:24 52:11<br>53:21 57:24<br>58:25<br><b>States'</b> 18:17<br>31:17 51:3<br><b>status</b> 9:25<br>12:16 17:8<br>22:7,22 42:19<br>59:25 60:11,14<br>62:8,11<br><b>statutory</b> 21:3<br><b>stayed</b> 59:19<br><b>Stein</b> 4:22 5:7,7<br>8:10,10 43:9<br>43:10,11 45:24<br>46:9,15,21,24<br>47:8<br><b>stood</b> 10:6<br><b>straight</b> 50:10<br><b>stream</b> 7:9 33:20<br><b>Street</b> 1:16 2:9<br>2:23 3:14,23<br>4:3,8 5:19<br><b>Stuart</b> 2:3 6:18<br><b>subject</b> 17:17<br>22:13 23:4<br>24:9 55:14<br><b>succeed</b> 54:11<br><b>success</b> 20:17<br><b>successful</b> 29:22<br><b>suggest</b> 10:13<br>12:9<br><b>Suite</b> 2:4,9,23<br>3:14 4:3,17 5:3<br>5:19 62:24<br><b>Sullivan</b> 7:15<br><b>sum</b> 57:20<br><b>summary</b> 10:13<br><b>superiors</b> 23:13<br>25:13<br><b>supplant</b> 38:24<br><b>supply</b> 45:12,17<br>52:12<br><b>support</b> 24:8<br>31:17 47:16,23 | 49:24 53:11<br>54:14<br><b>supported</b> 46:10<br><b>supporting</b><br>36:22 53:13<br><b>supports</b> 51:14<br><b>Supreme</b> 1:6 6:7<br>14:6,9,10,17<br>14:19 24:2,3<br>24:10 35:24<br>36:5 40:20<br>59:13<br><b>sure</b> 12:24 13:15<br>25:16 26:16<br>36:2 37:21<br>38:3 60:3,13<br><b>surmountable</b><br>19:5,14<br><b>surprise</b> 23:16<br><hr/> <b>T</b><br><hr/> <b>T</b> 5:13<br><b>table</b> 6:20 7:21<br>33:1 45:13<br><b>take</b> 6:11,13,15<br>11:16 12:8,23<br>14:21,22 16:14<br>21:7 22:10<br>24:12 34:13,21<br>53:3<br><b>taken</b> 1:15 14:13<br>24:14 62:11<br><b>takes</b> 44:25 47:8<br>48:16<br><b>talent</b> 50:8<br><b>talk</b> 16:5 17:6<br>28:13 41:9<br>42:9 49:7<br>56:18 59:12<br><b>talked</b> 20:9 40:3<br>57:16<br><b>talking</b> 12:17<br>19:16 23:5<br>28:14 33:8<br>41:3,5 57:22<br><b>talks</b> 36:22<br>37:24 38:7,10 |
|--|--|--|--|--|

|   |  |  |  |  |
|---|--|--|--|--|
| <b>tbarfield@so...</b><br>2:6<br><b>telegraph</b> 16:4<br><b>telephone</b> 6:12<br>6:13<br><b>tell</b> 10:10 11:12<br>31:24 50:10<br><b>ten</b> 30:5<br><b>tentative</b> 11:3<br>16:11 18:16<br>31:8 45:14<br>49:8<br><b>tentatively</b><br>22:10<br><b>term</b> 22:9,15<br>25:2 28:17,21<br>45:1,3 48:6<br><b>terms</b> 15:22 25:5<br>27:4,8,14,21<br>29:21 32:17<br>33:2 36:10<br>37:9,12,16<br>39:20 40:9,9<br>41:5 42:10<br>52:1 53:16,17<br>54:9 56:6 57:8<br>58:17<br><b>Tessa</b> 5:13 9:4<br>53:7<br><b>testify</b> 14:15<br><b>testimony</b> 40:8<br><b>Texas</b> 1:9 2:2,13<br>2:14 4:13 5:3<br>5:20 6:8,17,19<br>6:22,23 10:17<br>15:24 16:21<br>17:4 19:7 23:1<br>27:19 29:17<br>30:5,7,9 31:11<br>32:13 36:2<br>39:20 44:24<br>49:23 50:4<br>52:11 62:4<br><b>Texas'</b> 17:25<br>34:13 52:7<br><b>thank</b> 6:25 7:11<br>7:25 9:13,19 | 15:4,7,8,16<br>20:7,14 31:2<br>36:14,16,20<br>38:16 43:2,10<br>46:23 47:2<br>49:12,13 52:23<br>53:1 54:23,24<br>56:21 59:6<br>60:21,22,24<br><b>that'd</b> 41:7<br><b>Theresa</b> 2:3 6:20<br><b>thing</b> 18:19 19:3<br>28:16 35:7<br><b>things</b> 11:5 16:6<br>17:14 18:8<br>19:13 22:5<br>32:12 34:18<br>37:8 47:16<br>57:12,14 60:3<br><b>think</b> 9:14 10:11<br>10:14 11:2,6,8<br>11:11,22,25<br>12:3,20,22<br>13:3,7 14:11<br>15:5,10,20,21<br>19:4,8,12,21<br>21:13 22:14,16<br>22:19,23 24:4<br>24:13 25:17<br>27:9,21 28:10<br>29:16,21 31:10<br>31:20,21 33:4<br>33:14 34:24<br>35:3 36:10<br>40:4,8,14 41:8<br>41:10 43:6<br>45:14 47:10,14<br>47:25 48:1<br>49:9,9 50:5,7<br>50:21 51:18<br>55:13 56:3,16<br>57:3,4,12 58:5<br>58:13,18,19<br>59:16<br><b>thinking</b> 17:24<br>50:5<br><b>THOMAS</b> 1:15 | <b>Thompson</b> 2:22<br>7:6<br><b>thought</b> 16:7<br>20:10 39:15<br>56:1 60:15<br><b>thoughts</b> 11:7<br><b>three</b> 21:8 22:11<br>32:19 33:4<br>50:21 60:9<br><b>threshold</b> 29:4<br><b>threw</b> 38:20<br><b>thumb</b> 29:18<br><b>tier</b> 44:9<br><b>time</b> 12:20 16:21<br>18:23 19:1,15<br>19:18,19 22:5<br>34:17 35:17<br>38:11,18 39:3<br>41:2,15 42:3<br>42:23 44:25<br>47:8 48:17,20<br>53:17 54:5<br>55:19 59:20<br>60:9 62:8<br><b>timeline</b> 16:19<br>41:5<br><b>times</b> 26:25<br><b>timing</b> 34:14<br>51:22<br><b>today</b> 7:15 9:8<br>12:9 19:17<br>25:2 27:6<br>42:24 49:9<br>51:20 53:2<br>59:11<br><b>told</b> 13:8 45:5<br>50:4<br><b>top</b> 20:1<br><b>total</b> 11:21<br><b>track</b> 11:17<br>21:18 45:19<br><b>tracks</b> 11:15<br><b>transcript</b> 1:14<br>62:7<br><b>trenches</b> 45:9<br><b>trial</b> 11:8,14,16<br>11:18,22,25 | 12:3,5 13:9<br>16:3,3 17:1,6<br>17:13,19,22<br>18:11,24 19:19<br>20:21,22 21:19<br>21:22,22,24<br>24:11 29:20<br>34:21 35:16<br>38:10,13,14<br>40:5,6 41:11<br>41:14,18 42:5<br>42:12,21,25<br>43:17,18,20,22<br>44:1 45:20,20<br>48:19,20 49:18<br>49:23,24 50:14<br>51:23 60:5<br><b>Trout</b> 2:23 7:7<br><b>true</b> 12:3 18:2<br>30:6 32:12<br>35:3 37:21<br>57:18 62:6,7<br><b>trust</b> 10:25<br>15:22 35:9<br><b>try</b> 24:16 40:21<br><b>trying</b> 17:21<br>21:17<br><b>ttd@tessadavi...</b><br>5:16<br><b>two</b> 6:3 22:4,11<br>43:14 52:14<br><b>two-step</b> 41:13<br><b>TX</b> 62:24<br><b>type</b> 28:16 33:1<br><b>types</b> 32:7<br><hr/> <b>U</b> <hr/> <b>U.S</b> 3:13,18,22<br>4:2<br><b>ultimate</b> 14:6<br>26:1 47:16<br><b>ultimately</b> 26:8<br>26:12,15 27:1<br>27:24 31:16<br>33:25 34:10<br>35:5<br><b>unattainable</b> | 22:3<br><b>uncertainty</b> 42:9<br><b>uncommon</b> 32:9<br><b>understand</b> 10:7<br>11:9 20:11<br>24:21 35:3<br>49:4 54:16,21<br>56:8,22 59:22<br><b>understanding</b><br>37:1,19 41:16<br>54:7<br><b>undertake</b> 14:16<br><b>United</b> 1:6,15,16<br>3:12 6:7,9 7:17<br>7:20 16:13,22<br>17:19 18:17<br>20:11 25:9<br>26:18 28:10<br>31:11,17 32:12<br>34:14,20 36:1<br>36:3 37:15<br>44:24 51:3<br>52:11 58:25<br><b>University</b> 5:11<br>9:7,11 53:10<br><b>unwanted</b> 38:4<br><b>unwilling</b> 40:13<br>42:14<br><b>unwillingness</b><br>16:5<br><b>uphill</b> 54:4<br><b>upset</b> 49:17<br><b>urge</b> 42:12<br><b>use</b> 27:20 28:21<br>28:23 44:11,16<br>53:18,19<br><b>users</b> 45:8 47:12<br>58:25<br><b>uses</b> 44:13 57:24<br><b>Utah</b> 4:3<br><b>Utility</b> 4:20 8:2<br>8:5<br><b>utility's</b> 8:12<br><b>Utton's</b> 9:7<br><hr/> <b>V</b> <hr/> <b>v</b> 1:10 |
|---|--|--|--|--|

|                         |                         |                         |                         |                         |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>value</b> 27:24      | <b>warranted</b> 12:11  | 42:2,4,5 48:9           | 31:10,14 43:1           | <b>0</b>                |
| <b>values</b> 27:8,14   | <b>Washington</b>       | 57:10,11,22             | 48:6 50:11              | <b>04-30-24</b> 62:20   |
| 27:20 28:4,14           | 3:19,23                 | 58:17,18                | <b>working</b> 37:1     |                         |
| 28:15 29:4              | <b>water</b> 4:5,20 8:2 | <b>Wechsler</b> 2:18    | 47:25 48:8              | <b>1</b>                |
| 37:15 56:7              | 8:5,14,17               | 7:2,3 20:8,9            | <b>Worldwide</b> 5:19   | <b>1</b> 4:6 8:15,18,25 |
| <b>various</b> 11:18,23 | 27:17,18,20             | 30:3 31:1,2             | 62:23                   | 49:19 51:12             |
| 12:15 13:14,15          | 28:14,21,23             | 32:4 33:2               | <b>worth</b> 41:8       | 52:16                   |
| 17:17 21:2              | 30:7,10,20              | 35:22 36:1,14           | <b>wouldn't</b> 14:10   | <b>10:18</b> 61:1       |
| 23:4 40:1 44:6          | 32:22 33:19,21          | 36:17 46:6              | 23:9 30:12              | <b>1000</b> 2:4         |
| 48:15                   | 38:1 44:4,5             | 56:22 57:3              | 31:13 34:9              | <b>10th</b> 1:16        |
| <b>versus</b> 6:8 24:17 | 45:8 47:12,22           | 58:9                    | 39:16 41:19             | <b>1100</b> 4:17        |
| <b>vested</b> 53:20     | 49:3,19 50:25           | <b>weeds</b> 32:24      | 58:14                   | <b>111</b> 1:16         |
| <b>veto</b> 25:21       | 51:12 52:12,16          | <b>week</b> 12:17,18    | <b>write</b> 25:2 26:3  | <b>1120</b> 2:23        |
| <b>viability</b> 28:25  | 52:19,19,20             | 22:21 59:24             | <b>writing</b> 24:24,25 | <b>113</b> 2:9          |
| 29:3                    | 53:18,18,18,19          | 60:10                   | 37:9,11 48:11           | <b>125</b> 4:3          |
| <b>videoconference</b>  | 56:24 57:19,21          | <b>weekend</b> 50:11    | 49:2 55:16,22           | <b>125,000</b> 45:12    |
| 60:8                    | 57:23 58:25             | <b>weekly</b> 25:15     | <b>written</b> 10:9     | <b>12548</b> 2:14       |
| <b>view</b> 11:24 12:2  | <b>way</b> 10:5 18:23   | 34:2 57:11              | 13:4,7,9,17             | <b>1300</b> 3:9         |
| 12:10 16:8,9            | 28:20 34:12             | <b>weeks</b> 55:23      | 14:1 22:12              | <b>141</b> 1:3 6:8      |
| 17:5 19:2 20:8          | 36:10,22 50:7           | 58:16,18 60:9           | 28:6 31:19              | <b>15</b> 50:24         |
| 22:3 35:16              | 50:15 60:8              | <b>went</b> 20:11       | 37:22 48:5              | <b>1508</b> 3:3         |
| 56:9 57:24              | <b>ways</b> 40:1        | <b>weren't</b> 34:10    |                         | <b>1600</b> 2:23        |
| 58:7,11 59:21           | <b>we'll</b> 6:16 18:15 | <b>Weslayan</b> 5:19    | <b>X</b>                | <b>1849</b> 3:23        |
| <b>viewed</b> 28:22     | 24:16 40:18             | 62:24                   | <b>X</b> 13:20          | <b>18th</b> 3:14        |
| <b>views</b> 11:23      | 41:8 56:15,15           | <b>whatsoever</b>       |                         |                         |
| 20:16                   | 57:25 60:5,10           | 28:20                   | <b>Y</b>                | <b>2</b>                |
| <b>visit</b> 59:12      | <b>we're</b> 11:5 12:9  | <b>wholeheartedly</b>   | <b>Y</b> 13:21          | <b>20</b> 4:17          |
| <b>visiting</b> 11:9    | 12:11 17:11             | 51:14                   | <b>Yeah</b> 15:18       | <b>2000</b> 39:12       |
| 55:20                   | 18:23 19:9,16           | <b>willing</b> 11:10    | <b>year</b> 19:17 21:9  | <b>2000s</b> 39:12 50:4 |
|                         | 22:24,24 24:15          | 17:6,11 18:12           | 21:16 24:19             | <b>20044</b> 3:19       |
| <b>W</b>                | 26:23 27:18,23          | 18:22 34:23,24          | 41:4,4,20 42:7          | <b>2013</b> 16:25       |
| <b>wait</b> 35:13       | 33:12 35:10,12          | 34:25 35:19             | 42:9                    | <b>202</b> 3:19,24      |
| <b>Wallace</b> 3:8 7:13 | 35:19 37:14,24          | 42:18,25 43:23          | <b>years</b> 6:3 12:8   | <b>2022</b> 1:14 62:17  |
| 7:14 36:18,20           | 38:6,8 40:13            | 45:15 58:21,23          | 24:15,17 26:3           | <b>2023</b> 13:13,22    |
| 37:23                   | 42:14,18 45:15          | <b>wish</b> 52:24 59:8  | 30:5 32:19              | 16:18 17:1              |
| <b>Wallace's</b> 42:17  | 47:19 49:10             | <b>witness</b> 43:17,19 | 33:4 49:19              | 19:17 41:15             |
| <b>want</b> 9:19 20:4   | 52:8,9 55:10            | 60:6,7                  | <b>yesterday</b> 10:8   | <b>20240</b> 3:23       |
| 20:23 27:2              | 55:18 57:10,13          | <b>witnesses</b> 21:23  |                         | <b>2067</b> 4:23 5:8    |
| 30:2,23 32:16           | 57:17,24 60:3           | 21:23                   | <b>Z</b>                | <b>208-5432</b> 3:24    |
| 34:18 38:17             | 60:24                   | <b>word</b> 30:14       | <b>Z</b> 13:21          | <b>223</b> 62:23        |
| 40:12 42:13             | <b>we've</b> 10:15 11:1 | <b>work</b> 25:24       | <b>Zachary</b> 3:2 7:5  | <b>2240</b> 5:14        |
| 43:3,24 47:3            | 11:12 12:15             | 35:19 41:8              | <b>zero</b> 57:20       | <b>23</b> 37:5          |
| 49:15 51:7              | 15:13,19,23             | 43:15 45:16             | <b>zogaz@nmag....</b>   | <b>235</b> 5:19 62:24   |
| 53:14 59:12,14          | 16:24 20:19             | 48:15 50:8              | 3:5                     | <b>23rd</b> 16:8,12,19  |
| 60:3,8                  | 22:15 23:12             | 54:6 57:6               | <b>Zoom</b> 20:20       | 18:5,6,13,16            |
| <b>wanted</b> 41:2      | 29:22 36:25             | 58:23 60:22             | 55:21 58:14             | 18:21 20:24,24          |
| 51:13 54:10             | 39:19 41:4              | <b>worked</b> 10:21     |                         | 22:2 31:18              |

|                         |                       |  |  |  |
|-------------------------|-----------------------|--|--|--|
| 35:17 42:18             | <b>7</b>              |  |  |  |
| 45:14 48:17             | <b>720</b> 2:10 3:10  |  |  |  |
| 56:2                    | <b>745-1101</b> 5:20  |  |  |  |
| <b>24</b> 1:14          | <b>7611</b> 3:18      |  |  |  |
| <b>25</b> 10:15 20:18   | <b>77027</b> 5:20     |  |  |  |
| 21:22                   | 62:24                 |  |  |  |
| <b>2701</b> 2:9         | <b>78703</b> 4:13     |  |  |  |
| <b>279-7868</b> 2:10    | <b>78711</b> 2:14     |  |  |  |
| <b>29th</b> 60:20       | <b>78746</b> 5:3      |  |  |  |
| <b>3</b>                | <b>792-3636</b> 5:15  |  |  |  |
| <b>300</b> 5:3          | <b>7th</b> 3:9 62:17  |  |  |  |
| <b>3000</b> 5:19 62:24  | <b>8</b>              |  |  |  |
| <b>303</b> 2:24 3:15    | <b>800</b> 5:20       |  |  |  |
| <b>303187</b> 4:12      | <b>800-745-1101</b>   |  |  |  |
| <b>30th</b> 13:6,10     | 62:25                 |  |  |  |
| <b>325</b> 2:19         | <b>801</b> 4:4        |  |  |  |
| <b>329-4672</b> 3:4     | <b>80202</b> 3:14     |  |  |  |
| <b>35</b> 31:5,14       | <b>80203</b> 2:24 3:9 |  |  |  |
| <b>370</b> 3:14         | <b>80205</b> 2:10     |  |  |  |
| <b>3711</b> 5:3         | <b>8262</b> 62:20     |  |  |  |
| <b>3rd</b> 16:4 21:24   | <b>84138</b> 4:3      |  |  |  |
| 29:19 41:11             | <b>844-1375</b> 3:15  |  |  |  |
| 42:13,22 44:1           | <b>848-1800</b> 4:9   |  |  |  |
| 45:20                   | <b>861-1963</b> 2:24  |  |  |  |
| <b>4</b>                | <b>87048</b> 5:15     |  |  |  |
| <b>4206</b> 5:14        | <b>87103</b> 4:8      |  |  |  |
| <b>446-7979</b> 2:5     | <b>87501</b> 2:19 3:4 |  |  |  |
| <b>463-2012</b> 2:15    | <b>87504</b> 4:23 5:8 |  |  |  |
| <b>472-8021</b> 5:4     | <b>88005</b> 4:18     |  |  |  |
| <b>480-8231</b> 4:13    | <b>9</b>              |  |  |  |
| <b>5</b>                | <b>9:00</b> 1:16      |  |  |  |
| <b>500</b> 2:4 4:8      | <b>916</b> 2:5        |  |  |  |
| <b>505</b> 2:20 3:4 4:9 | <b>95814</b> 2:5      |  |  |  |
| 4:24 5:9,15             | <b>983-3880</b> 4:24  |  |  |  |
| <b>508-6281</b> 3:10    | 5:9                   |  |  |  |
| <b>512</b> 2:15 4:13    | <b>986-2637</b> 2:20  |  |  |  |
| 5:4                     | <b>999</b> 3:14       |  |  |  |
| <b>514-3553</b> 3:19    |                       |  |  |  |
| <b>524-5677</b> 4:4     |                       |  |  |  |
| <b>575</b> 4:18         |                       |  |  |  |
| <b>6</b>                |                       |  |  |  |
| <b>6201</b> 4:3         |                       |  |  |  |
| <b>636-2377</b> 4:18    |                       |  |  |  |