No. 141, Original

In The
SUPREME COURT OF THE UNITED STATES

STATE OF TEXAS,

Plaintiff,

v.

STATE OF NEW MEXICO and
STATE OF COLORADO,

Defendants.

OFFICE OF THE SPECIAL MASTER

ELEPHANT BUTTE IRRIGATION DISTRICT'S CONSOLIDATED RESPONSE TO ALL PENDING MOTIONS RELATED TO THE 2008 OPERATING AGREEMENT

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I. Introduction

In the beginning of the Rio Grande Project ("Project"), as a condition to funding the creation of the Project, the United States required the creation of an entity, under state law, that could contract with the United States regarding payment and other Project operations. The entity in New Mexico that was initially responsible for contracting with the United States was the Elephant Butte Water Users' Association ("EBWUA"), a private association of individuals owning lands in a reservoir district within what was then known as the Elephant Butte Project, which encompassed all valley lands on both sides of the Rio Grande in New Mexico between Elephant Butte on the north and the Texas state line on the south. Another condition imposed by the United States to protect the Rio

Grande Project was included in the Enabling Act for New Mexico, which provided "[t]hat there be and are reserved to the United States, with full acquiescence of the State all rights and powers for the carrying out of the provisions by the United States of the [Reclamation Act], and Acts amendatory thereof or supplementary thereto, to the same extent as if said State had remained a Territory." Act of June 20, 1910, § 1 *et seq.*, 36 Stat. 557; N.M. Const. art. XXI, § 7 (New Mexico's "Enabling Act").

Eventually, the Project required drains to prevent inundation and destruction of viable farmland due to the rising of the water table after controlled releases from the reservoir began. However, the United States Reclamation Service refused construction of the drainage system until the EBWUA became an irrigation district. In order to provide more funds, Reclamation insisted that the EBWUA be abandoned as the governing organization in favor of a public entity, an irrigation district, which would have the power to levy taxes on all of the lands of the district to guarantee repayment of the construction costs in a manner that would not require the federal government to deal with each individual landowner, something the water users association could not legally do. Out of that requirement the Elephant Butte Irrigation District ("EBID") was created under state law. NMSA 1978 § 73-10-1 et seq.

EBID is an irrigation district created pursuant to a New Mexico statute authorizing organization of an irrigation district to cooperate with the United States under federal reclamation laws in providing water supplies from the Project for irrigation of lands in southern New Mexico. *Id.* The creation of EBID by the New Mexico Legislature not only created the authority of the District to both levy taxes against the lands benefitting from the Project sufficient to repay the United States for construction and maintenance obligations, but also placed the responsibility for

management and operation of the Rio Grande Project within the authority of the District. *See* NMSA 1978 § 73-10-16 ("Said board may also enter into any obligation or contract with the United States for the construction, operation and maintenance of the necessary work for the delivery and distribution of water therefrom.").

EBID, like its sister district in Texas – El Paso County Water Improvement District No. 1 ("EP1"), receives and delivers Rio Grande water apportioned to Texas under the Rio Grande Compact. EBID serves 90,640 acres of land within the New Mexico portion of the Rio Grande Project. Since its inception 100 years ago and pursuant to its statutory authority, EBID entered into a large number of contracts covering a wide range of Project operational issues, including but not limited to contracts dealing with reimbursement costs associated with Project construction, allocation of Project water between the two Project beneficiaries (EBID and EP1, together "the Districts"), Project takeover upon full repayment, and other operation and maintenance contracts.

In 1971, EBID repaid its contractual obligation to the United States and requested that the physical operations and maintenance of the Project be turned over to the District. Within the following couple years, EP1 followed suit. The Districts signed respective "takeover" contracts in 1980. EBID's takeover contract provides that EBID operates and maintains the diversion dams in New Mexico that divert Rio Grande water to both Districts for irrigation uses. The transfer of the Rio Grande Project facilities to the Districts also required that an Operating Agreement between the parties be developed and concluded since the Project, which had been operated in both states by the United States, was now being separately operated in two states by the Districts. In February of 2008, EBID, EP1, and the United States entered into such an 2008 Operating Agreement. The 2008 agreement deals with allocation and delivery of water within the Districts that comprise the Project.

EBID has broad authority over Project operations that does not implicate other state agencies in New Mexico. The Office of the State Engineer, the agency generally responsible for administration of use of water in New Mexico, does not have the authority to deal with any aspect of the water associated with the Rio Grande Project. New Mexico Statutes governing application of the New Mexico Water Code recognize that "[e]xcept as provided in Sections 15 and 22 [72-5-33 and 19-7-26 NMSA 1978][1] of this act nothing herein shall be construed as applying to or in any way affecting any federal reclamation project heretofore or hereafter constructed pursuant to the act of congress approved June 17, 1902, known as the Federal Reclamation Act, or acts amendatory thereof or supplementary thereto." NMSA 1978 § 72-9-4. That statute effectively removes the authority of the Office of the State Engineer from any dealings with Project water and is consistent with the New Mexico Enabling Act requiring deference to Federal Reclamation Law for Reclamation Projects.

New Mexico caselaw also validates the principle that a district within a Reclamation Project does not require permits from the State Engineer for various activities. *See City of Raton v. Vermejo Conservancy District*, 101 N.M. 95, 678 P.2d 1170 (1984). In that case, the conservancy district moved its dam and storage reservoir, thus changing its point of diversion. The New Mexico Supreme Court determined that the district was within a federal Reclamation Project and applied Section 72-9-4 to find that a permit from the State Engineer for such activity was not required for the change. *Id.*[2]

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[1] The Legislature logically did not exempt a federal reclamation project from Section 72-5-33 of the Water Code because this provision allows the initial step toward securing the water for such a project. Similarly, Section 19-7-26 deals with state lands "within areas to be irrigated from works constructed or controlled by the United States," so the Legislature excluded it from the general exemption found in Section 72-9-4.

[2] This decision was limited to application of 72-5-24 only, and did not decide what <u>other</u> statutes Reclamation Projects may be exempted from. A plain reading of the exemption, in conjunction with the Enabling Act and statutes specific to Irrigation Districts Cooperating with Reclamation Projects suggests that Reclamation projects are completely exempted with the two limited exceptions above listed.

The authority to deal with Project water lies solely with EBID. For example, water transfers within the Project are not subject to the normal procedures required of water transfers throughout the rest of New Mexico. The EBID Board of Directors has jurisdiction over such transfers, which are handled at a hearing held by EBID. NMSA 1978 § 73-13-4. In the limited instances in which the Office of the State Engineer is involved only notice to the State Engineer is required. NMSA 1978 § 73-13-5. Likewise, if an EBID member fails to pay the required assessment to continue use of water or is otherwise in violation of policies of EBID, it is EBID who has the sole authority to deal with that member, not the Office of the State Engineer.[3] EBID may foreclose on members for failure to pay assessments, may suspend their right to use water, or may involuntarily relinquish water rights associated with properties within the District. *See Generally* NMSA 1978 § 73-11-1 et seq. ("Irrigation Districts Cooperating with United States Under Reclamation Laws; Fiscal Affairs; Local Improvements and Special Powers").

Caselaw in New Mexico has also held that EBID has no obligation to make an allocation in any given year, despite demands by farmers within EBID. *See Brantley Farms v. Carlsbad Irr. Dist.*, 1998-NMCA-023, 954 P.2d 763. In that case, involving another Federal Reclamation Project in New Mexico, the New Mexico Court of Appeals construed the express language in Section 73–10–24 by saying it "suggests that an irrigation district's duty to distribute available water is discretionary rather than mandatory and therefore not subject to mandamus." *Id.* at 770. The Court went on to say that:

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[3]EBID is powerless when addressing improper or illegal diversions of Project water by non-EBID water users, which enforcement function is reserved to the Office of the State Engineer. NMSA 1978 § 72-5-39. It is the failure by the State Engineer to properly exercise that enforcement authority that is the subject of this Original action.

> "[E]ven if the District's Board of Directors, in the exercise of its discretion, had determined that water was insufficient to meet the continual wants of the entire district and had declared water to be available for distribution, Section 73–10–24 does not mandate that the District distribute the water to members simply upon request by some members. Instead, Section 73–10–24 expressly invests the Board with discretion to decide how to respond under those given facts, stating that it shall be the duty of the [B]oard of [D]irectors to distribute all available water upon certain or alternate days to different localities, as they may in their judgment think best for the interests of all parties concerned. This provision allows the Board to act as it, in the exercise of its discretion and judgment, believes best for all members of the District; it does not require the Board to automatically distribute water upon the request of a minority of its members who, for whatever reason, have exhausted their allotment of water for a given year." *Brantley Farms v. Carlsbad Irr. Dist.*, 1998-NMCA-023, 954 P.2d 763, 770–71 (internal quotations omitted).

In other words, the New Mexico Legislature and Courts have long recognized the autonomy of Reclamation Projects and irrigation districts within those Projects in New Mexico.

Several of New Mexico's Counterclaims center on the 2008 Operating Agreement, and New Mexico's attempts to invalidate that agreement. New Mexico's Second (Interference with Compact Apportionment Against the United States), Fourth (Compact Violation and Unjust Enrichment Against Texas), Fifth (Violation of the Water Supply Act by the United States) and Sixth (Improper Compact and Project Accounting Against the United States) Counterclaims directly focus on the 2008 Operating Agreement and the ability of the United States and the Districts, EBID and EP1, to continue to operate the Project pursuant to the 2008 Operating Agreement (and possibly implicating other Federal Contracts).

New Mexico first raised these issues in 2011 in Federal District Court in New Mexico when it filed its cause of action against the United States on identical issues. *State of New Mexico v. United States, et al.*, United States District Court for the District of New Mexico Case No. 1:11-cv-000691-JB-KK. New Mexico later asked the Federal Court to join the two irrigation districts to that lawsuit as necessary and indispensable parties, a request the Court granted in early 2012. *Id.* (Motion to Join

El Paso County Water Improvement District No. 1 (EPCWID) and Elephant Butte Irrigation District (EBID) as Additional Parties/Defendants, Case No. 1:11-cv-000691-JB-KK, Document 30-1, Filed 12/20/2011). New Mexico now seeks a final judgment from the Supreme Court declaring "that the 2008 Operating Agreement violates the Compact and the Water Supply Act and is void as a matter of law", together with a judgment enjoining the implementation of the agreement.

II. New Mexico's Counterclaims against the 2008 Operating Agreement fail as a matter of law because New Mexico cannot show that it has standing to raise issues it has raised related to the Agreement.

New Mexico is not a party to the 2008 Operating Agreement. Reclamation law, New Mexico law, and contracts entered into pursuant to Reclamation law establish a framework of rights and obligations for EBID to deal in all issues related to the Project in geographic New Mexico. New Mexico itself has no legal rights or obligations related to the Project, those rights and obligations being reserved to EBID within the New Mexico portion of the Project. Given the existing legal framework, EBID joins in the United States' analysis regarding New Mexico's lack of standing to bring claims against the United States regarding the 2008 Operating Agreement.

III. The Court should decline to expand its limited jurisdiction to issues of Reclamation law raised by New Mexico, however, if New Mexico's Counterclaims against the 2008 Operating Agreement are to proceed, EBID and EP1 must be joined as parties to accord complete relief to New Mexico.

New Mexico cannot challenge the 2008 Operating Agreement in absence of all the parties to that Agreement. Currently, the only signatory to the 2008 Operating Agreement involved as a party in this case is the United States. A proper challenge must include the Districts. EBID and EP1 are required parties because the Supreme Court cannot accord complete relief to New Mexico without the Districts participating as parties, and because an order voiding the 2008 Operating

Agreement would impair significant interests of both Districts. Additionally, the Court cannot "in equity and good conscience" proceed on New Mexico's Counterclaims without the joinder of the Districts because any judgment rendered in favor of New Mexico in absence of the Districts would prejudice the Districts, could not be shaped to avoid prejudice, or would fail to resolve the dispute in its entirety. Because of the significant role of the Districts in the Project operations, particularly through the 2008 Operating Agreement and other Federal Contracts New Mexico has placed at issue, the Districts are required parties and must either be joined in this action, or the Counterclaims implicating the Districts' roles must be dismissed.

In four of its nine Counterclaims, New Mexico complains of injuries that stem from the implementation of the 2008 Operating Agreement and its operation of the Project thereunder. Possibly more troublesome, however, are the consequences of New Mexico arguments, which, if successful, may invalidate a large number of other Project contracts to which EBID is a party. The only way to afford New Mexico the relief it seeks is to void the 2008 Operating Agreement and order that Project operations take place under some other set of rules and governing principles than those that have controlled to date. And because EBID has the sole authority to operate the New Mexico portion of the Project under state law, the Operating Agreement, and other Federal Contracts, setting aside the Operating Agreement and ordering a new set of rules to govern Project operations cannot be achieved without including EBID in any order setting out those new principles.

New Mexico cannot challenge the 2008 Operating Agreement because it was properly entered into under Reclamation Law, and corresponding New Mexico law, by the New Mexico entity formed under such laws to enter such agreements–EBID. New Mexico gave up any ability to interfere with Project operations when it became a state, instead leaving operation of the Project to

Reclamation Law and the existing relationship between the Districts and the United States. New Mexico was never intended to benefit from the Project – only those EBID members whose lands were included in the Project and who paid for the construction, operation, and continued maintenance of the Project were intended beneficiaries. New Mexico has not paid for any portion of the Project, and without the members' investment, the Project would not exist and the stability of the water supply through use of storage and regulating reservoirs would not be what it is today. Without including the members directly affected, New Mexico cannot challenge Project operations in a manner contrary to the best interests of those who paid for the Project and who have the legal authority to operate the Project in conjunction with the United States.

The arguments New Mexico now seeks to make in this venue are contrary not only to the New Mexico Enabling Act, but also its own statutes governing Irrigation Districts and long established New Mexico caselaw. In effect, New Mexico is misconstruing the Rio Grande Compact to advocate for a level of control over Rio Grande Project water within New Mexico that it does not otherwise have under Reclamation or New Mexico law. Thus, EBID agrees with the United States that New Mexico lacks standing to bring Counterclaims regarding the 2008 Operating Agreement or any other aspect of Rio Grande Project operations. New Mexico has likewise failed to state a claim that any part of the 2008 Operating Agreement violates the Compact as a matter of law.

In light of EBID's operational control over a significant portion of the Rio Grande Project by virtue of its ownership of project facilities and its other contractual interests, which cover each of the major diversion dams and all other Project facilities within the New Mexico portion of the Project, this case cannot proceed on New Mexico's Counterclaims in the absence of EBID. That is especially so where state statutes and other federal contracts contradict the relief New Mexico is

requesting. Here, the interests of EBID and the United States in operation of the Project through the 2008 Operating Agreement and other Federal Contracts are so intertwined that a final determination of the interests of the United States cannot be made without necessarily including the interests of EBID. As such, the Court should dismiss New Mexico's Counterclaims.

In 2011, when New Mexico filed its Federal District Court action seeking to void the 2008 Operating Agreement and enjoin operations thereunder, New Mexico argued that the Districts must be made parties to the suit under Rule 19(a) of the Federal Rules of Civil Procedure. *See State of New Mexico v. United States, et al.*, United States District Court for the District of New Mexico Case No. 1:11-cv-000691-JB-KK (Motion to Join El Paso County Water Improvement District No. 1 (EPCWID) and Elephant Butte Irrigation District (EBID) as Additional Parties/Defendants, Document 30-1, Filed 12/20/2011). In that lawsuit, New Mexico conceded that "the Irrigation Districts are parties to the 2008 Operating Agreement, which the State seeks to have declared void" and the Districts, thereby, "have an interest related to the subject of [the] action that could be impaired by the relief the State seeks." *Id.*

New Mexico further argued that "no procedural principle is more deeply imbedded in the common law than that, in an action to set aside a lease or a contract, all parties who may be affected by the determination of the action must be joined." *Id.* Citing *Enterprise Management Consultants, Inc. v. U.S.*, 883 F.2d 890, 893 (10th Cir. 1989) and *Jicarilla Apache Tribe v. Hodel*, 821 F. 2d 537, 540 (10th Cir. 1978), Federal Judge James Browning agreed that the Districts were "necessary parties that must be joined under Rule 19(a)(1)(A)(i)" relying upon the same caselaw cited by New Mexico in its Motion for Joinder. *See State of New Mexico v. United States, et al.*, United States District Court for the District of New Mexico Case No. 1:11-cv-000691-JB-KK (Memorandum Opinion and

Order Granting Motion to Join El Paso County Water Improvement District No. 1 (EPCWID) and Elephant Butte Irrigation District (EBID) as Additional Parties Document 30, Filed 1/24/2012). New Mexico cannot now short-circuit its own argument in favor of proceeding on its Counterclaims in absence of the Districts.

While New Mexico argued for joinder in a separate proceeding and not in this action, the Supreme Court's recognition of the importance of such concessions is still important here. The Supreme Court, in its March 5, 2018 Opinion in this case, found it notable (regarding the ability of the United States to participate in this proceeding) that "early in these proceedings, [New Mexico] argued that the federal government was an indispensable party because it is responsible for...delivery of...water as required by the Downstream Contracts." *Texas v. New Mexico*, 138 S. Ct. 954, 959 (2018). Similarly here, New Mexico has previously argued that, as a signatory to the 2008 Operating Agreement, if New Mexico were to be accorded complete relief on the merits of its claims, the Districts must be joined. New Mexico's prior argument should be treated the same as the concession related to the United States in this case, which the Supreme Court, in part, relied upon to allow the United States to participate in a more robust manner. Further, like the United States, EBID is "responsible for delivery of water" under the contracts at issue, which New Mexico has placed before the Supreme Court *vis-a-vis* its Counterclaims. Such a role cannot be understated or ignored.

This Court should decline to move forward on the Counterclaims related to the 2008 Operating Agreement and all other Downstream Contracts that New Mexico has now called into question because doing so would be delving into issues of Reclamation law that would amount to an enormous expansion of the Court's limited jurisdiction here. If, however, the Court were to move forward on New Mexico's Counterclaims, the Districts must be involved to protect their interests.

IV. New Mexico misunderstands the relationship between the apportionment provided for in the Rio Grande Compact and the allocation to Project Beneficiaries in the Rio Grande Project.

New Mexico's Counterclaims against the 2008 Operating Agreement allege that the Operating Agreement has changed the apportionment provided for in the Rio Grande Compact, and therefore it is in violation of the Compact. To get there, New Mexico incorrectly argues that the Rio Grande Compact has now been construed by the Supreme Court in such a way as to provide for an apportionment of water below Elephant Butte Reservoir. New Mexico's argument is not only a misunderstanding of the Court's opinion, it is also a misunderstanding of the difference between apportionment of water among the states and allocation of water to the two irrigation districts in the Project. The Operating Agreement does not change the apportionment under the Compact. Instead, it assures the allocation to the two irrigation districts that are Project beneficiaries in the Rio Grande Project. New Mexico, however, must confuse the two terms (apportionment and allocation) in order to arrive at its desired outcome, which is to gain some level of control over the New Mexico portion of the Rio Grande Project that it does not already have, and thereby void the 2008 Operating Agreement. This Court should reject New Mexico's attempt to confuse the situation as contrary to New Mexico law, contrary to Reclamation law, and contrary to the Rio Grande Compact.

In its Motion for Partial Judgment on Matters Previously Decided, New Mexico claims that the 1938 Downstream Contract regarding repayment of construction charges by the Irrigation Districts to the United States now serves as the basis for the apportionment within the Compact Texas area comprised of both geographic New Mexico and Texas below the Elephant Butte Reservoir. The 1938 Contract provides for repayment of construction charges on a basis equal to the amount of acreage irrigated within each District, together with allowing an expansion of irrigated

acreage subject to repayment obligations within each District by up to three percent. This contract fixed the maximum irrigable acreage within EBID to 90,640 and within EP1 to 69,010 acres. The acreage within the Project was thus fixed at 57% for EBID and 43% for EP1.

Nothing in the express language of the 1938 Contract remotely refers to a requirement that surface water be distributed pro rata according to the 57%/43% split. The only language that remotely deals with the distribution of water states that "[i]t is further agreed and understood that in the event of a shortage of water for irrigation in any year, the distribution of the available supply in such year, shall so far as practicable, be made in the proportion of 67/155 [43%]thereof to the lands within El Paso County Water Improvement District No. 1, and 88/155 [57%] to the lands within Elephant Butte Irrigation District. This language can hardly be said to set up an "apportionment" to the New Mexico portion of the Rio Grande Project for which New Mexico can now use to claim control, nor does that contract set up any required Project allocations for either of the two Districts.

The Operating Agreement is a mechanism by which the Rio Grande Project is operated to achieve delivery of water to EP1 through the New Mexico portion of the Project. In other words, the Operating Agreement ensures delivery of water to EP1 regardless of what activities take place within the EBID portion of the Project. Entering into such a contract is no different than what it did when it entered the 1938 Contract, or other contracts regarding Project operations. Similarly, it is within the power of the EBID Board to make a determination that not enough water is available for delivery, thus placing restrictions upon use of water within EBID, similar to the facts at issue in the case *Brantley Farms v. Carlsbad Irrigation District* discussed above. The Operating Agreement merely

allocates water among the water Districts, it does not change the apportionment under the Compact, which EBID concedes would be improper.

New Mexico seeks to shift the allocation to the Districts into an apportionment in an effort to continue to argue that it does not relinquish control over water delivered to Elephant Butte Reservoir under the Rio Grande Compact. Such an argument flies in the face of the Supreme Court's determination regarding how the Rio Grande Compact functions. In its March 2018 Opinion, Justice Gorsuch, writing for a unanimous court, acknowledged that the Compact works quite differently because it does not include a traditional state line delivery of Texas' apportionment:

> "Instead of similarly requiring New Mexico to deliver a specified amount of water annually to the Texas state line, the Compact directed New Mexico to deliver water to the Reservoir. In isolation, this might have seemed a curious choice, for a promise to deliver water to a reservoir more than 100 miles inside New Mexico would seemingly secure nothing for Texas. But the choice made all the sense in the world in light of the simultaneously negotiated Downstream Contracts that promised *Texas water districts* a certain amount of water every year from the Reservoir's resources." *Texas v. New Mexico*, 138 S. Ct. 954, 957 (2018)(*emphasis added*).

Further, such an argument, yet again, fails to recognize the Special Master's determination in his First Interim Report where he concluded that the "plain text of Article IV of the 1938 Compact requires New Mexico to relinquish control and dominion over the water it deposits in Elephant Butte Reservoir." First Interim Report of the Special Master dated February 9, 2017 at 197.

Not only is New Mexico's argument quite a stretch, it ignores the required deference in Project operations to the United States, EBID and EP1, as set up by Reclamation law. New Mexico's argument that the Compact applies below the Reservoir to effect an apportionment is not correct, however, the Compact does apply below the Reservoir to protect the Project from actions by New Mexico that would otherwise interfere with the Project operations. EBID, when it entered the

2008 Operating Agreement, recognized that New Mexico's actions (or inaction) were disrupting various Project operations and sought to remediate those issues by ensuring delivery to EP1 of its contractually agreed upon share of Project water. By continuing to call the 2008 Operating Agreement into question, New Mexico continues to perpetuate the harm that led to many of the terms of that agreement in the first place, instead of addressing the underlying problems[4] that led to those terms.

V. Conclusion

New Mexico, lacking all authority to deal with the Project under Reclamation and New Mexico law, lacks the necessary standing to raise the Counterclaims it has raised in this case. Even conflating the terms "apportionment" and "allocation" to attempt to connect the Rio Grande Compact to Project operations and provide it a level of control over the Project it has never before had, New Mexico's arguments must fail because they are entirely lacking in legal support.

WHEREFORE, EBID prays that the Court dismiss all of New Mexico's Counterclaims that purport to attack the 2008 Operating Agreement because they fail as a matter of law.

Respectfully submitted this 28th day of February, 2019.

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[4] EBID acknowledges that New Mexico's actions (or inaction in certain circumstances) is only a part of the overall issues that need to be addressed to bring the Project into balance.

CERTIFICATE OF SERVICE

On the 28th day of February, 2019, I hereby certify that a true and correct copy of the foregoing Consolidated Response by Elephant Butte Irrigation District was served via electronic mail, as indicated, upon those individuals listed on the service list attached hereto.

By _____
Samantha R. Barncastle

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STATE OF TEXAS v. STATE OF NEW MEXICO and STATE OF COLORADO

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SPECIAL MASTER

Special Master	Honorable Michael J. Melloy *Special Master* United States Circuit Judge 111 Seventh Avenue, S.E., Box 22 Cedar Rapids, IA 52401 Michael E. Gans, Clerk of Court United States Court of Appeals – Eighth Circuit Thomas F. Eagleton United States Courthouse 111 South 10th Street, Suite 24.329 St. Louis, MO 63102	(319) 432-6080 TXvNM141@ca8.uscourts.gov (314)244-2400 TxvNM141@ca8.uscourts.gov

**Updated 4/16/2018

Corrected the spelling of Pricilla M. Hubenak to Priscilla M. Hubenak and added her e-mail address Priscilla.Hubenak@oag.texas.gov to the Service list.

**Updated 4/18/2018

Added Toby Crouse (toby.crouse@ag.ks.gov) as the Solicitor General for the State of Kansas and removed Stephen R. McAllister.

**Updated 4/24/2018

Added Clerk of Court information and updated Special Master e-mail address.

**Updated 11/16/18

Added Bryan Clark's e-mail address (bryan.clark@ag.ks.gov) for the State of Kansas