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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, SPOKANE TRIBE OF INDIANS, Plaintiff/Intervenor, v. BARBARA J. ANDERSON, et al., Defendants.	NO. 2:72-cv-03643-SAB JOINT MOTION FOR ORDER TO SHOW CAUSE WHY FIVE AMENDMENTS TO PRIOR ORDERS SHOULD NOT BE ENTERED 08/12/19 Without Oral Argument

The Spokane Tribe of Indians, the State of Washington, by the Department of Ecology, and the United States of America (collectively, the "Government Parties"), by and through their attorneys, hereby move the Court to enter an Order to Show Cause (**Exhibit 1**) why the Court should not modify its prior orders in this case as agreed to by the Government Parties in their Settlement Agreement ("Agreement") filed with this Court on April 25, 2019. ECF No. 912-1. The Agreement is described in the Government Parties' Report Regarding Settlement, Provisions of Notice to Water Users in the Upper Basin, and Plan to Address Pre-1877 State Water Rights ("Report"), ECF No. 912 at 2-12, which is incorporated by reference.

The Agreement requires the Government Parties to move this Court to modify its prior orders as described in the Report. These modifications to the previous Orders described in the Agreement and below are critical to the entire Agreement's implementation and the associated Mitigation Program. A proposed Order making these modifications to several prior orders is attached. (**Exhibit 2**).

This memorandum first describes the standard of review the Court should adopt for review of the Agreement and proposed modifications to the Court's prior orders. It then describes the modifications to the prior orders that are necessary to fully implement the Agreement. It concludes with the description of the Order to Show Cause that the Government Parties request be entered by the Court.

I. Standard of Review

Agreements such as the one arrived at in this case are the preferred vehicles for resolution of litigation. *See United States v. Cannons Engineering Corp*., 899 F.2d 79, 84 (1st Cir. 1990) ("*Cannons*"). Parties, particularly public entities, are allowed to reach agreements that may affect others and place those agreements before courts for approval. FEDERAL JUDICIAL CENTER, ANNOTATED MANUAL FOR COMPLEX LITIGATION, FOURTH § 13.14 (2011). In reviewing these agreements, the Court must be satisfied that the agreement "is at least fundamentally fair, adequate and reasonable," *United States v. Oregon*, 913 F.2d 576, 580 (9th Cir. 1990) (citations omitted) ("*Oregon*"), and that it "conforms to applicable laws." *Id*. In *Oregon*, the Court determined that the agreement in dispute was most like a consent decree and applied the standard of review utilized in the review of consent decrees. *Id*. Other courts of appeals use similar standards for review of agreements. *United States v. Colorado*, 937 F.2d 505, 509 (10th Cir. 1991); *United States v. Union Electric*, 132 F.3d 422, 429-30 (8th Cir. 1997).

The fair, reasonable and adequate standard of review and approval is routinely applied to water right settlements involving Indian Tribes. *New Mexico v. Aamodt*, 66-cv-6639, Amended Order, ECF No. 7310 at 4-5 (D.N.M. February 9, 2011); *New Mexico v. Aamodt*, 66-cv-6639, Mem. Op. and Order, ECF No. 10543 at 4-5, (D.N.M. March 21, 2016); aff'd, 908 F.3d 659 (10th Cir. 2018). *In*

re Crow Compact, 2015 MT 217, ¶¶ 16-17, 30-32, 354 P.3d 1217, 1221-1223; *In re Crow Compact*, 2015 MT 353, ¶¶ 16-18, 364 P.3d 584, 587.

In evaluating the fairness of a settlement, courts may look to factors relating to both procedural and substantive fairness. *Officers for Justice v. Civil Service Comm'n of the City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) ("*Officers for Justice*"); *Cannons*, 899 F.2d at 86-89.

II. Analysis

Here, the Agreement and proposed modification of the Court's prior orders is akin to a settlement and consent decree combined, and the Court should adopt the standard of review described above for review of the Government Parties' Agreement and the motion to modify the Court's prior orders contained within it. *See Oregon*, 913 F.2d at 581

A. Procedural Fairness

In reviewing whether a settlement is procedurally fair, courts evaluate such factors as whether the negotiations were open and forthright and were adversarial and conducted at arms' length, whether the settlement was negotiated in good faith by people knowledgeable about the issues involved and competent to negotiate resolutions of such issues, whether governmental participants were involved in the negotiations, and the reaction of interested parties to the settlement. *See Cannons*, 899 F.2d at 86-88; *Officers for Justice*, 688 F.2d at 625.

In the timeline of the issues resolved in this Agreement, the Government Parties had an independent entity, the United States Geological Survey ("USGS"), conduct a study to evaluate several potential problems with the current administration of the water rights within the Chamokane Creek Basin. ECF Nos. 755-1 & 755-2. After completion of the Study, this Court conducted a hearing after briefing that was filed during the period from 2013-15 by the Government Parties regarding the issues raised by the USGS Study's results. This lengthy process, from the Court ordering the study, ECF No. 600, to the hearing almost a decade later, resulted in this Court's Order Approving the Water Master's 2014 Report; Order to Meet and Confer, April 8, 2015, ECF No. 825 ("April 2015 Order). From April 2015 until April 2019, the Government Parties pursued settlement. The Government Parties routinely kept the Court informed of their progress in reaching settlement on the issues raised in the April 2015 Order, and pursued other solutions that sought to address ongoing problems with water rights administration in the Chamokane Creek Basin. Additionally, the Government Parties employed a professional mediator with knowledge and experience in water rights problems in the West; the parties were all represented by counsel and had professional staff knowledgeable of water rights, irrigation and fisheries available for consultation and collaboration throughout the entire negotiation.

The development of the Agreement clearly meets all of the elements that courts look to determine procedural fairness. The Government Parties arrived at this Agreement through what can only be described as arms-length negotiations where no one party had advantage over the other.

B. Substantive Fairness

When considering the substantive fairness of a settlement, courts look at whether the issues involved in the settlement were resolved based upon reasonable standards and whether litigation risks are taken into account in the settlement. *See e.g.*, *Cannons*, 899 F.2d at 87-89; *Officers for Justice*, 688 F.2d at 625. When considering the adequacy and reasonableness of a settlement, courts look at whether the settlement adequately and effectively resolves the issues involved in the settlement in light of alternative approaches considered. *See, e.g.*, *Cannons*, 899 F.2d at 89-90; *Officer for Justice*, 688 F.2d at 625.

Here, the Government Parties, as described in the Report, took four years to develop the Agreement. ECF 912 at 2-3. The Government Parties had a broad range of disputes in 2015 after the oral argument and April 2015 Order. The Agreement addresses all of the Court directives contained in the April 2015 Order. The Agreement adequately and effectively resolves many of the disputes the Government Parties held entering the 2015 hearing. Further, the Agreement addresses issues the Parties brought to the negotiation table that were related to the

directives contained in the April 2015 Order. The reasonable basis for the changes requested to prior orders are described in the Report and below.

In short, at numerous times during the negotiations, all of the Government Parties considered whether to leave the mediation and to move forward with simply complying with the April 2015 Order. However, they all recognized that doing so would leave unresolved many issues that were not directly addressed by that Order to fester for years to come. The Agreement and Mitigation Program the Government Parties developed meets the standard of review employed by courts when reviewing these types of agreements for substantive fairness. *See Oregon*, 913 F.2d at 581.

III. Modification of the Court's Prior Orders

Implementation of some of the terms of the Agreement requires minor modifications to this Court's prior orders. Dkt. Nos. 189, 196, 252, 360, and 825. This Court has the power to amend its prior orders under its retained jurisdiction. The 1979 judgment retained jurisdiction to this Court "for the purpose of any order or modification of this Judgment that may be deemed proper in relation to the subject matter and controversy." Dkt. No. 196, at XXV. The Court exercised this power in 1987 to change the Tribe's instream flow right from 20 cfs with a temperature qualification to 24 cfs without a temperature requirement. Dkt. No. 360. The Government Parties request this Court to modify its previous orders so

that the Agreement and Mitigation Program can be fully implemented as described in the Report, in **Exhibit 2**, and in five subsections below.

A. Upper Basin Water Users

The original orders in this case concluded that withdrawals of water from the aquifer underlying the Upper Chamokane Creek Basin did not impact Chamokane Creek flows at the gauge below Chamokane Falls. The USGS Report reached the opposite finding, and found that such withdrawals can impact flows at the gauge below the falls. ECF No. 755-1 at Exhibit 1 pages 73-75, Report pages 58-60. Accordingly, the Government Parties move the Court to modify the original orders in the following manner as a proper exercise of its retained jurisdiction.

The Government Parties specifically request the Court to overrule as necessary and modify Court Dkt. No. 189, Memorandum Opinion and Order, dated July 23, 1979, at 3, lines 19-22, by removing the following sentence: "The precipitation absorbed into the ground in the Upper Chamokane area becomes part of an underground reservoir unconnected to the Chamokane drainage system." The Government Parties move the Court to overrule as necessary and modify Court Dkt. No. 189 at 4, lines 10-13, by removing the following sentence: "Groundwater withdrawals in the Upper Chamokane region have no impact upon the creek flow below the falls because groundwater in this area is part of a separate aquifer." Finally, the Government Parties move the Court to overrule as necessary and

modify Court Dkt. No. 189 at 4, lines 10-13, by replacing the above sentence with the following: "The aquifer in the Upper Chamokane Creek region is connected to the aquifer in the Middle Chamokane Creek Region, and ground and surface water withdrawals in the Upper Chamokane Creek region impact Creek flow below the falls."

Additionally, the Government Parties move the Court to overrule as necessary and modify Court Dkt No. 196, Judgment, dated September 12, 1979, at 1, Section I, by removing the third sentence: "Ground water withdrawals in the Upper Chamokane region have no impact upon the flow of Chamokane Creek because groundwater in the Upper Chamokane Region is part of a separate aquifer", and replacing the above-sentence with the following: "The aquifer in the Upper Chamokane Creek region is connected to the aquifer in the Middle Chamokane Creek Region, and ground and surface water withdrawals in the Upper Chamokane Creek region impact Creek flow below the falls."

Finally, the Government Parties move the Court to overrule and modify the following findings in Court Dkt. No. 252, Memorandum and Opinion Granting, in part, Motions to Amend Memorandum Opinion and Order, August 23, 1982. The Government Parties, move the Court to strike the following sentence: "In the Upper Chamokane Creek area, the precipitation absorbed into the ground area becomes part of an underground reservoir unconnected to the Chamokane drainage

system." *Id*. at 4, lines 21-24. Additionally, the Court stated: "Groundwater withdrawals in the Upper Chamokane region have no impact upon creek flow below the falls because groundwater in this area is part of a separate aquifer. Groundwater withdrawals in the Mid-Chamokane area, however, eventually do reduce creek flow." *Id*. at 5, lines 6-9. The Government Parties move the Court to strike the two quoted sentences and replace them with the following sentence: "Groundwater withdrawals in the entire Chamokane Basin eventually do reduce creek flow."

B. Domestic and Stockwater Use

This Court in 1979 found that water for domestic use was small and that "sufficient water for such domestic purposes always should be available." Dkt. No. 196 at 10. In 1982, this same approach was reaffirmed for domestic use and essentially expanded to stockwatering on the range. The Court summarized: "[t]he undisputed evidence is that normal stock water use (grazing related to the carrying capacity of the land) and domestic water use is de minimus and does not include impoundments. The Memorandum Opinion is therefore adjusted to reflect that these uses are not included in the judgment and should always be available." Dkt. No. 252 at 16, *Unites States v. Anderson*, 591 F. Supp. 1, 9. (E.D. Wash. 1982).

Subsequent to the Court's orders in 1979 and 1982, which found that unimpounded water for stock use as historically practiced at the carrying capacity

of the land, and water for domestic use, were not adjudicated, the number of permit exempt wells in the Chamokane Basin increased substantially, with approximately 501 wells drilled in the Basin during the 1984-2005 time frame. Dkt. No. 598 at 2-3, Report at 1-2. "Estimated average annual total groundwater pumpage in the basin increased from 224 million gallons per year (Mgal/yr) in 1980 to 1,330 Mgal/yr in 2007." USGS Report, ECF No. 755-2 at Exhibit page 102, Report page 1. The USGS study conducted for the Government Parties concluded that domestic and stockwater use had a calculable impact on Chamokane Creek flows. USGS Report, ECF No. 755-1 at Exhibit pages 82- 83, Report pages 67-68. Thus, the Government Parties are in agreement that the unadjudicated stock and domestic use, including permit exempt well use for stock and domestic use does have an impact on senior water rights in the Chamokane Basin, particularly on the exercise of the senior tribal water rights. Accordingly, after the passage of four decades, the Court's earlier broad pronouncements are no longer apt for the hydrogeology of the Basin and current water management practices.

Further, the Court anticipated that if there were increases in stock or domestic use that affect senior water rights, the Tribe could seek regulation of those uses. Dkt. No. 252 at 21, lines 17-28, and at 22, lines 1-13; 591 F. Supp. at 12. The Government Parties conclude that the cumulative stock and domestic uses in the Basin, at the current levels, are not so small that they should be exempt from

any adjudication and possible resulting regulation. Accordingly, the Government Parties in the Agreement agreed to move the Court to overrule and modify statements to the contrary made by the Court approximately four decades ago in Dkt Nos. 189, 196, and 252 (591 F. Supp. 1).

The modifications of the Court's prior orders allowing for the adjudication and regulation of water for stock and domestic use does not mean such action will occur. The Agreement provides for a water supply that mitigates for the impacts to stream flows that results from reasonable permit exempt domestic well use in the basin and unimpounded stock watering within the carrying capacity of the land. The water usage mitigated by the Government Parties is for the reasonable amounts of stock and domestic use that the USGS studies cited in ECF 755-2, Exhibit page 140, report page 39, and found were typically being used in the Chamokane Basin. More specifically, the amounts of use that are mitigated for by the Government Parties are as follows:

> stock-watering directly from the stream or its associated off-channel stock water tank or from any permit-exempt well, without storage impoundments, at the carrying capacity of the land as historically practiced in the watershed; or any permit-exempt well providing domestic use not to exceed one acre-foot per year per domestic project including for both in-house use and irrigation of a lawn and/or of a noncommercial garden not exceeding one-half acre in area.

ECF No. 912-1 at 5-6, Agreement at 4-5.

With Mitigation Program implementation, the impairment to the senior rights in the Basin caused by the above-described water uses will be mitigated. Consequently, the Water Master will not regulate these uses within these limits. The result of the Agreement is that adjudication of individual domestic or stock water uses in Chamokane Creek Basin would be instigated by the United States and/or the Tribe, or any other senior right holder, only if any of those uses exceeded the amounts described in the Agreement. Thus, any regulation of such use after adjudication would only occur as needed to protect senior rights.

The Agreement is not intended to nor does it provide for mitigation for commercial uses of permit exempt wells that are authorized under state law. The Government Parties could seek some means of regulating such uses; the United States and the Tribe, together or separately, and other senior right holders, could seek a determination of commercial uses of permit exempt wells and request the Court order curtailment of such uses to protect their senior rights.

In accordance with the Agreement and in acknowledgement of the new information from the USGS Study described above, the Government Parties move the Court to modify the previous orders—that did not include domestic users and stockwater users at the carrying capacity of the land without impoundments—to include these domestic and stockwater users. However, as explained above, the inclusion of these domestic and stockwater users in this case does not require the

adjudication of their water rights at this time for two reasons. First, the Mitigation Plan will offset most, if not all, domestic users in the Chamokane Creek Basin. Second, so long as the requirements of the Mitigation Program are followed, the United States and the Tribe agree to not seek enforcement of their senior rights against the domestic and stockwater users covered by the Mitigation Program. ECF No. 912-1 at 8-9, Agreement at 7-8.

The Government Parties move the Court to overrule as necessary and modify Dkt. No. 189 at 16, lines 23-25, by removing: "2. Water for domestic use is not included within the judgment, as it is de minimus and should always be available." And replacing the above sentence with the following: "2. Water for domestic use is included within this judgment, but is not quantified or adjudicated at this time."

The Government Parties move the Court to overrule as necessary and modify Dkt. No. 196 at 10, Section XX, by removing the following: "Water for domestic use is not included within this Judgment nor adjudicated herein since the use of water for domestic purposes is deminimus and sufficient water for such domestic purposes always should be available", and replacing it with the following: "Water for domestic use and normal stock water use at the carrying capacity of the land without the use of impoundments is included in this Judgment, but it is neither adjudicated nor quantified at this time."

Finally, the Government Parties move the Court to overrule the following in Dkt. No. 252 at 16, lines 25-30 (emphasis in original): "The undisputed evidence is that normal stock water use (grazing related to the carrying capacity of the land) and domestic water use is de minimus and does not include impoundments. The Memorandum Opinion is therefore adjusted to reflect that these uses are not included in the judgment and should always be available." The Government Parties move the Court to replace the above two sentences with the following: "Water for domestic use and normal stock water use at the carrying capacity of the land without the use of impoundments is included in this Judgment, but it is neither adjudicated nor quantified at this time." Also, the Government Parties request that the Court modify another reference in Dkt. No. 252 to de minimus stock and domestic use. The Court summarized the Magistrate Judge's findings regarding the claims of Boise Cascade in four paragraphs, labelled (a) to (d), and in paragraph (a) stated that stock and domestic use was de minimis. *Id*. at 21, lines 17-24. The Court then adopted the Magistrate's findings. *Id*. at 22, lines 19-20. That sentence needs to be revised to reflect the current understanding of how such claims impact the Basin (insertions underlined): "This court disagrees with paragraph (a) and agrees with paragraphs (b), (c) and (d), and the Opinion and Judgment shall be so amended."

C. Spring Instream Flows

Pursuant to the Agreement, the Government Parties move the Court to modify the instream flow amount associated with the Tribe's fishing right during two months of the year. Historically, individual water users in eastern Washington did not consider diverting water during the spring freshet for storage, augmentation, or re-timing purposes. The potential for removal and storage of spring high flows for later use during the dry season was not cost effective and not considered a realistic water management option in 1988. However, these types of uses are now being contemplated as being economical. Between 1988 and now, in the arid regions of the West, including eastern Washington, projects that store spring runoff are actively pursued, as evidenced by Ecology adopting regulations for the underground artificial storage and recovery of water for the first time in 2003. *See* WASH. ADMIN. CODE 173-157 (2019).

Furthermore, in the late 1980s, "excess" water was still available in the Basin. Today, the Parties recognize that "excess" water is not available, especially during the low flow months. These significant developments have increased the likelihood of individuals developing projects to store winter flows for use during the low flow season. Without the incorporation of the higher minimum instream flows in March and April, these ecologically important flows for fish might be lost if such projects were approved and the Tribe's fishing rights could be impacted.

The 1987 Instream Flow Incremental Method (IFIM) study used to establish the revised 27 cfs summer low flow adopted by the Court in 1988, Dkt. No. 360, recognized the importance of preserving channel maintenance flows during the spring freshet to remove sediment load and ensure adequate channel cleaning.[1] However, during the early to mid-1980s, the Government Parties were focused on protecting summer low flows. There was no effort to protect the spring freshet flows at that time, simply because those high flows were not used by anyone then and not viewed as potential sources of water for out-of-stream uses. Accordingly, those spring freshet high flow recommendations were not incorporated into the 1988 court decision and modification of the Tribe's instream flow right at that time. The Government Parties now recognize the importance of these channel freshet flows and agree that any new water rights issued after the date of this modification be subject to the 27 cfs minimum flow set by the Court in 1988 for ten months of each year and a 140 cfs minimum flow for the month of March and a

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[1] Barber, M.R., Scholz, A.T., and O'Laughlin, K., *Predicting the Effect of Reduced Streamflow on Rainbow Trout, Brown Trout, and Sculpin Populations in Chamokane Creek using the Instream Flow Incremental Methodology (IFIM)*, 103 (Upper Columbia United Tribes Fisheries Center, Fisheries Technical Report No. 12, 1988) (**Exhibit 3**).

151 cfs minimum flow for April, each year as recommended in the IFIM study. These higher minimum instream flows for the months of March and April will only come into play if new appropriators seek to divert water during the spring freshet and file permit applications which are approved by Ecology.

The Government Parties move the Court to overrule as necessary and modify Dkt. No. 360 at 3, by adding a new paragraph 4, and renumbering existing paragraph 4 as 5 and amending, as follows:

> 4. Any new excess surface water rights issued after the date of this Order modifying the Court's previous Order of December 9, 1988, shall continue to be subject to a minimum flow of 27 cfs regardless of temperature for the months of May through February and shall be subject to minimum flows of 140 cfs for the month of March and 151 cfs for the month of April.
>
> 5. For the purposes of this order, "minimum flow of 24 cfs", and "minimum flow of 27 cfs", and "minimum flow of 151 and 140 cfs" shall be determined by calculating the average of the daily average flows of the previous seven days.

D. Water Master Duties

The Government Parties' Mitigation Program requires that the Water Master perform some duties pursuant to the laws and authorities of the State of Washington. As explained in the Report filed on April 25, 2019, this modification will assist in the effective and comprehensive regulation of water rights within the Chamokane Creek Basin. Accordingly, the Government Parties move the Court to modify the original orders regarding the Water Master's powers.

The Court ordered the Government Parties to provide a proposed Order summarizing the powers and duties of the Water Master in the 2015 Order, ECF No. 825. The Government Parties filed the proposed Order on June 1, 2015. ECF No. 829-2. The proposed Order provided a clear statement of the Water Master's current powers and responsibilities ordered by this Court. The Court has not taken action on this Proposed Order during the negotiations in 2015-19.

The Government Parties, after the submission of the proposed Order, ECF No. 829-2, continued to work with the mediator to resolve other issues that have hindered the work of the Water Master in comprehensively managing the Chamokane Creek Basin. Accordingly, based on the Agreement and the modifications to the previous orders requested above, the Government Parties move the Court to modify its previous orders, Dkt. Nos. 189 and 196, by adding the following to the Water Masters powers and responsibilities:

> The State of Washington, through its Department of Ecology, may delegate to the Water Master duties as required to administer state water law, exclusive of the Water Master's duties under previous orders in this Case, and perform duties pursuant to the Agreement reached by the sovereign parties in this Case for the administration of the agreed upon mitigation program.
>
> The State of Washington, through its Department of Ecology, shall be responsible for funding these additional duties of the Water Master in this Case consistent with State law and the Agreement reached between the sovereign parties in this Case.

The Government Parties move the Court to permit them to file an amended Proposed Order identical to ECF No. 829-2 with the addition of the above language and request the Court to enter the Proposed Order.

E. Registry Claims

The Government Parties in the Report described their activities related to the Court's April 2015 Order, regarding water rights claims that may predate the Tribe's reserved water rights. ECF No. 912 at 12-15. For the reasons stated in the Report, the Government Parties move the Court to overrule and modify the April 2015 Order at 2, Section 2, and strike the requirements contained therein regarding water rights potentially senior to the Tribe's, and thereby relieve the Government Parties from that requirement of the April 2015 Order.

IV. Show Cause Order

Under the relevant legal standard described above in section II, the Government Parties have demonstrated a valid basis for the Agreement and the proposed modifications to the prior orders. In light of this, the Government Parties move the Court consistent with the notice motion filed contemporaneously, that the Court provide a fixed period of time for the landowners of the Chamokane Basin to be notified of the Agreement and have a chance to object to the Agreement and the proposed modification of the Court's previous orders.

Consistent with the legal standards for approving settlement agreements and consent decrees, the Court should find three cornerstone elements of the objection process: (1) the burden is on any opponent of the Agreement and proposed modifications of the prior court orders; and the opponent must establish (2) an injury traceable to the Agreement and modifications, and (3) that the Agreement and modifications are unreasonable or illegal in some way. *See* Crow Compact, 215 MT 353, at ¶¶ 18-21, 364 P.3d at 587-88; *Aamodt*, Mem. Op. and Order, ECF No. 10543 at 4-5, *aff'd*, 908 F.3d 659, 665 (10th Cir. 2018) (holding that persons complaining about water rights agreement but who could not show plain legal prejudice or injury in fact lacked standing to object); *Oregon*, 913 F.2d at 581.

Therefore, the Government Parties respectfully move the Court to issue a show cause order that requires any person who wants to object to the modifications to the prior orders to meet this standard. A copy of the proposed order is attached. (**Exhibit 1**). If no person objects, the Court should enter a final order that includes the modifications to the prior orders (**Exhibit 2**). If there are objectors to the Agreement and proposed modifications, then the Government Parties will consult and provide a proposed litigation schedule within 60 days for those objectors to review and respond. The Court would then issue a scheduling order governing further proceedings to review the Agreement.

Respectfully submitted this 21st day of June 2019.

s/ David W. Harder
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CERTIFICATE OF SERVICE

I certify that on the 21st day of June, 2019, I electronically filed the foregoing "JOINT MOTION FOR ORDER TO SHOW CAUSE WHY FIVE AMENDMENTS TO PRIOR ORDERS SHOULD NOT BE ENTERED" with the Clerk of the U.S. District Court by using the CM/ECF system which will send notification of such filing to the following parties of record:]

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and by depositing in the United States mail, postage pre-paid, to the persons on the attached service list who do not have an email address.

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