

1 STATE OF NEW MEXICO  
2 ENERGY, MINERAL AND NATURAL RESOURCES DEPARTMENT  
3 OIL CONSERVATION COMMISSION  
4 APPLICATION OF MEWBOURNE OIL COMPANY FOR A  
5 NONSTANDARD OIL SPACING AND PRORATION UNIT AND  
6 COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO

7 CASE NO. 15448  
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9 NONSTANDARD OIL SPACING AND PRORATION UNIT AND  
10 COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO

11 CASE NO. 15449

12 BEFORE: MICHAEL McMILLAN, Lead Examiner  
13 DAVID K. BROOKS, Legal Examiner  
14 WILLIAM JONES, Examiner

15 TRANSCRIPT OF PROCEEDINGS

16 March 31, 2016

17 Santa Fe, New Mexico

18 This matter came on for hearing before the New  
19 Mexico Oil Conservation Division, MICHAEL McMILLAN,  
20 Lead Examiner, and DAVID K. BROOKS, Legal Examiner,  
21 and WILLIAM JONES, Examiner, on Thursday, March 31,  
22 2016, at the New Mexico Energy, Minerals and Natural  
23 Resources Department, 1220 South St. Francis Drive,  
24 Room 102, Santa Fe, New Mexico.

25 REPORTED BY: PAUL BACA, CCR #112

PAUL BACA COURT REPORTERS  
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## A P P E A R A N C E S

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## I N D E X

CERTIFICATE OF COURT REPORTER 27

EXHIBIT:	DESCRIPTION	
1	Affidavit of John Langhoff	12
2	Drilling Title Opinion	12
3	Affidavit of Wes Perry	12

1                   EXAMINER McMILLAN: I'd like to call Case  
2   Number 15448, application of Mewbourne Oil Company  
3   for a nonstandard oil spacing and proration unit and  
4   compulsory pooling, Eddy County, New Mexico.

5                   Call for appearances.

6                   MR. BRUCE: Mr. Examiner, Jim Bruce of  
7   Santa Fe representing Mewbourne Oil Company.

8                   EXAMINER McMILLAN: Any other appearances?

9                   MR. HALL: Mr. Examiner, Scott Hall,  
10   Montgomery & Andrews, Santa Fe, appearing on behalf  
11   of EGL Resources, Incorporated, and Black Mountain  
12   Operating Company.

13                  And, Mr. Examiner, I believe you can also  
14   call Case 15449.

15                  EXAMINER McMILLAN: Okay. This will be  
16   combined with Case Number 15449, application of  
17   Mewbourne Oil Company for a nonstandard oil spacing  
18   and proration unit and compulsory pooling, Eddy  
19   County, New Mexico.

20                  I assume the appearances will be the same?

21                  MR. HALL: Yes, sir.

22                  MR. BRUCE: Yes, sir.

23                  EXAMINER McMILLAN: I guess the first  
24   thing we're going to do is talk about the motion to  
25   dismiss?

1 MR. BRUCE: Correct.

2 EXAMINER McMILLAN: Okay. Please proceed  
3 with that.

4 MR. HALL: It's my motion, Mr. Examiner.

5 So by its applications in these two cases,  
6 Mewbourne is asking you to force pool acreage that  
7 my clients contend is covered by an existing  
8 operating agreement. And because an operating  
9 agreement is the same as a voluntary plan for  
10 consolidation, compulsory pooling authority under  
11 the pooling statute cannot be applied.

12 Mewbourne is going to dispute the  
13 applicability of the operating agreement. They are  
14 contending that the operating agreement has expired  
15 by virtue of some of gaps in production from a well  
16 that's located on the acreage.

17 And this is -- for the record, let me get  
18 the acreage. It's the -- for both units it's  
19 basically the south half of Section 28, Township 18  
20 south, Range 29 east.

21 And Mewbourne is proposing two 160-acre  
22 wells in the north half/south half, and the other  
23 south half/south half.

24 And so if you would refer to our motion,  
25 we have given you some excerpts from the operating

1 agreement. And the salient language in that has to  
2 do with the term of the agreement.

3 We've outlined that for you at page 2 of  
4 our motion, and I can summarize this language for  
5 you, basically.

6 So the term of the agreement shall  
7 continue in force so long as any well or wells  
8 produce or are capable of production, and for an  
9 additional period of 90 days from cessation of all  
10 production.

11 That's the focus of our inquiry today.

12 There -- I think it's undisputed.

13 If you look at the motion and the  
14 response, there was a Morrow well drilled on the  
15 south half of Section 28 years and years ago, and I  
16 could anticipate that Mr. Bruce is going to provide  
17 you with some OCD production information for that  
18 well. It's the Trigg-Jennings Com Number 1  
19 originally drilled to the Morrow.

20 We acknowledge there were some gaps in  
21 production.

22 In 2004 my client, EGL Resources,  
23 reentered that well and recompleted it in the Strawn  
24 formation, and it's continued to produce from that  
25 ever since the recompletion.

1                   I don't think there's any dispute about  
2   the production history here.

3                   MR. BROOKS: Let me ask you a question  
4   just to clarify that, though.

5                   The Morrow zone has been plugged, and it  
6   has never produced since 2004.

7                   Is that correct?

8                   MR. HALL: I believe that's correct.

9                   MR. BROOKS: Well --

10                  MR. HALL: I would have to refer back to  
11   the --

12                  MR. BROOKS: I don't know whether I'm  
13   supposed to do that or not, but I did look at the  
14   OCD file on this, and I think that's what it said.  
15   I didn't print it out.

16                  MR. HALL: I think that's right.

17                  MR. BROOKS: Go ahead.

18                  MR. HALL: So that's going to be the focus  
19   of the inquiry: Was there production of the well?

20                  MR. BROOKS: Right.

21                  MR. HALL: I think there's no dispute.

22                  MR. BROOKS: It was recompleted in the  
23   Strawn?

24                  MR. HALL: That's correct, and it  
25   continues to produce from the Strawn.

1 MR. BROOKS: Right.

2 MR. HALL: And so Mewbourne will point out  
3 to you that, Well, we have these gaps in production;  
4 and, therefore, the operating agreement terminated  
5 by its own terms. And we disagree with that.

6 Because if you look specifically at the  
7 language it says, as I said, wells -- so long as any  
8 well or wells produced or are capable of producing.  
9 It doesn't say must be producing in paying  
10 quantities. It just says capable of producing.

11 And so what we've done is, we provided you  
12 with what I've marked as Exhibit Number 1, and  
13 that's the affidavit of John Langhoff. He's a  
14 petroleum engineer for EGL Resources.

15 And appended to his affidavit is a well  
16 workover report that begins on April 26, 2004.  
17 That's the very first entry, and that's when EGL  
18 moved in to recompleting the well in the Strawn.

19 And what they did, if you look at that  
20 very first entry, when they took the casing valve  
21 off, the well began to flow out of the Morrow  
22 formation and they had to kill the well in order to  
23 do the recompletion.

24 So Mr. Langhoff was on location for that  
25 workover. And his affidavit indicates as much, that

1 the well was capable of producing and, in fact, it  
2 flowed from the Morrow.

3 They continued with the operation and put  
4 the Strawn on completion, so I think that  
5 establishes that the well was capable of production  
6 and has been producing ever since.

7 So we have also provided you with -- if  
8 you'll refer to a copy of Exhibit Number 2.

9 Exhibit Number 2 is an excerpted copy of a  
10 52-page drilling title opinion that Mewbourne Oil  
11 Company generated in-house just this year.

12 And what I've done for you is, I've  
13 attempted to give you every page of that title  
14 opinion where the existence of this operating  
15 agreement is noted.

16 And if you'll look at page 2, the first  
17 notation of that is the operating agreement dated  
18 February 5, 1979, covering the south half of  
19 Section 28, and it is noted in 10 other places in  
20 here.

21 And I can represent to you -- and I have  
22 the complete title opinion. If you wish to wade  
23 through 52 pages of title opinion I can leave that  
24 with you.

25 But I can represent to you that nowhere in



1     that title opinion does it say the operating  
2     agreement does not apply to these lands. It says  
3     just the opposite.

4             If you will look at page 8, for instance,  
5     at the very top of the page it says this interest --  
6     and it's talking about lease interest.

7             "This interest is subject to an operating  
8     agreement dated February 5, 1979."

9             And if you look at the bottom of page 8 it  
10    shows that the title examiner has credited my  
11    client, EGL Resources, with a contract interest  
12    under the operating agreement.

13            Mewbourne is recognizing the applicability  
14    of the operating agreement in its own title opinion.

15            So what I think this means for you,  
16    Mr. Examiner, is your inquiry is to focus on whether  
17    or not an operating agreement exists in this case.  
18    It's not for you to interpret it.

19            We think the operating agreement is clear  
20    and unambiguous, in the sense that as long as there  
21    is a well capable of production the operating  
22    agreement continues to subsist --

23            Now I will point out to you, when you look  
24    at the term of operating agreements, the level of  
25    scrutiny is much higher than what you would give to

1 a conveyance, a lease, or an assignment.

2 An operating agreement is not an  
3 instrument of conveyance.

4 The term is not a clause of limitation.  
5 It's not a habendum clause. It's not automatic.

6 Someone under an operating agreement who  
7 has contractual rights has to make an affirmative  
8 step to seek the termination of an operating  
9 agreement, and that's not been done here.

10 However, I would point out to you, if you  
11 would look back to the operating -- or title  
12 opinion.

13 If you look at page 11 of that and the  
14 preceding page -- so the preceding page, page 10, is  
15 a portion of the lease summary.

16 And the lease that I've highlighted for  
17 you here is Federal Lease NMNM030752. It's shown  
18 covering most of the south half of Section 28.

19 I've underlined that for you there.

20 Then you will look at the explanation for  
21 that lease, and I will quote to you from the title  
22 opinion itself. And this is discussing the term of  
23 the lease. It says:

24 "By decision dated January 9, 2015,  
25 communitization agreement CASRN1567 terminated;

1     therefore, Federal Lease NMNM030752, which is held  
2     by actual production, was automatically extended two  
3     years, through December 1, 2011, and for so long  
4     thereafter as oil and gas is produced in pay  
5     quantities."

6                 So that's a far lower threshold of inquiry  
7     that the title examiner makes when he's looking at  
8     the effective -- effectiveness of the lease.

9                 And in this case they found that the lease  
10    was good. Even though there may have been gaps in  
11    production, the lease continued in full force and  
12    effect beyond the point in 2004 when the workover  
13    was started.

14                So that's just an example. If the lease  
15    subsisted, then the operating agreement has to  
16    subsist as well.

17                And finally, if you would look at what  
18    we've marked as Exhibit Number 3, that's the  
19    affidavit of Wes Perry. He's president of EGL  
20    Resources. And this is simply an affidavit  
21    authenticating the title opinion which they obtained  
22    from Mewbourne. It's maintained in EGL's files.

23                Again I have available to you, if you  
24    wish, full copies of both the operating agreement  
25    and the title opinion.

1                   And that concludes my argument.

2                   MR. BROOKS: Well, I have some questions.

3       But I guess the first one, before I allow Mr.- --  
4       before I invite Mr. Bruce to respond -- I'm assuming  
5       he probably wants to -- but the question of these  
6       exhibits.

7                   Are you going to offer those in evidence  
8       for the purposes of this motion to compel?

9                   MR. HALL: Yes, and I do so.

10                  MR. BROOKS: Okay. And that's Exhibits 1,  
11       2, and 3?

12                  MR. HALL: Right.

13                  MR. BRUCE: I have no objections.

14                  MR. BROOKS: Okay. Exhibits 1, 2, and 3  
15       will be admitted for purposes of ruling on the  
16       motion to compel.

17                  MR. BROOKS: And you may proceed to  
18       respond.

19                  Well, I have one threshold question for  
20       you.

21                  Is there any dispute that the interest  
22       in -- to Mewbourne -- of Mewbourne is governed by  
23       this operating agreement if, indeed, it is in force?

24                  MR. BRUCE: Mewbourne asserts that the JOA  
25       does not affect its interest because the agreement

1 terminated.

2 MR. BROOKS: I agree. I understood that  
3 from your response.

4 But is it -- is it agreed that Mewbourne  
5 derives its interest from a party who was bound by  
6 the joint operating agreement originally? There's  
7 no dispute about that?

8 MR. BRUCE: Yeah. I mean they derive  
9 parties from -- the interest from the JOA owners.

10 MR. HALL: Yes.

11 MR. BROOKS: I wanted to clarify that for  
12 the record.

13 Okay. You may proceed, Mr. Bruce.

14 MR. BRUCE: Yes. Mr. Examiner, in what  
15 you were talking about earlier, if you'd -- let's go  
16 to my response to the motion.

17 Attached as Exhibit A is simply the  
18 well -- the original well completion report in the  
19 Morrow formation from January -- the well was  
20 completed in April of 1979 in the Morrow formation  
21 and did produce for a number of years from the  
22 Morrow formation.

23 MR. BROOKS: Okay.

24 MR. BRUCE: And also attached is a C-102.

25 And then attached as Exhibit D is the well

1 completion report in the Strawn formation from May  
2 of 2004, along with the dedication plat.

3 But again, we are looking at the same  
4 provision that Scott referenced. The agreement  
5 remains valid for as long as there is a well capable  
6 of producing plus 90 days, and so I think we're  
7 looking at the clear language of the JOA.

8 First and foremost, I would say that I  
9 think when something says capable of producing, the  
10 implication at law is producing in paying  
11 quantities. Certainly that's the interpretation of  
12 oil and gas leases.

13 So I don't think you just look at marginal  
14 production, I think you look at producing in paying  
15 quantities.

16 And looking at that, then you turn to  
17 exhibit -- Attachment B to my response and turn to  
18 the production plat.

19 And in the OCD readouts of production, I  
20 think if you look at that, certainly there was no  
21 production for a year. Absolutely zero production  
22 for a year.

23 And for about four years before that it  
24 was not capable of producing in paying quantities.

25 If you look at the production from prior

1 years, sometimes it might have produced 17 MCF a  
2 month, 1 MCF a month, 22 MCF a month.

3 Even at that point, under those operating  
4 costs, it was not capable of producing in paying  
5 quantities.

6 And then for a while it was apparently  
7 incapable of producing at all.

8 I recognize what Scott said about his  
9 affidavit saying that when they went in to rework  
10 the well they had to kill the well; there was some  
11 production problem.

12 If that was the case, why didn't they just  
13 continue producing from the Morrow? Clearly, it was  
14 not capable of producing in paying quantities.

15 And based thereon, we assert that the --  
16 one more thing.

17 I think you have to look at capable  
18 production, not just there's some uphole zone. I  
19 think you're looking at what the well is completed  
20 in.

21 And it definitely ceased producing for 90  
22 days from the Morrow formation. You don't look at  
23 speculative uphole zones.

24 Was the well capable of producing from the  
25 zone it was completed in?

1           And it clearly was not capable of doing  
2   that.

3           And they have produced no evidence that  
4   the ratif- -- that the JOA was ratified after 2004,  
5   and I think you need something in writing to ratify  
6   it.

7           And therefore we assert, again, that the  
8   JOA has terminated by its own terms and Mewbourne is  
9   entitled to move forward with its forced pooling.

10           MR. BROOKS: What was -- if I had the  
11   production data in front of me -- and I believe  
12   Mr. McMillan has it.

13           But what was the last month before  
14   April 26, 2004, that this well -- that production  
15   from this well was reporting to the OCD?

16           MR. BRUCE: Well, it was reported in March  
17   of 2000- -- well, wait a minute. Let me get the  
18   right amount.

19           And on what I gave you, the printout from  
20   the OCD, it does reference whether the production  
21   was from the Turkey Track Morrow north pool or from  
22   the Empire Strawn gas pool.

23           MR. BROOKS: That was what I was noticing  
24   yesterday, and I thought usually we reported --  
25   usually production was shown separately from



1 different pools. But it looked like there was only  
2 one production table in that file, which surprised  
3 me.

4 MR. BRUCE: Yeah. But looking at  
5 production from 2003 to 2004, in January of 2000- --  
6 let me make sure I've got the right numbers here.

7 In January of 2003 the well produced 44  
8 MCF of gas.

9 In February of 2003, zero.

10 March of 2003, 4 MCF of gas.

11 MR. BROOKS: So there was production  
12 reporting in very small quantities --

13 MR. BRUCE: So in --

14 MR. BROOKS: -- through March of 2004 or  
15 2003?

16 MR. BRUCE: 2003.

17 MR. BROOKS: 2003. What about 2000- --

18 MR. BRUCE: In 2004 it did not produce  
19 until May of 2004, and that was Strawn production.

20 Although -- although it -- the heading at  
21 the top for 2004 says Turkey Track Morrow, clearly,  
22 the well was recompleted in May of 2000- --

23 MR. BROOKS: Well, the specific question I  
24 was interested in, I believe, then, was -- is that  
25 the last time it produced from the Morrow was March

1 of 2003.

2 Is that correct?

3 MR. BRUCE: That's correct.

4 MR. BROOKS: I mean reported production.

5 MR. BRUCE: Reported production, yeah.

6 So 46 MCF for the 2003 calendar year. I  
7 mean, you're talking hundreds of dollars of revenue,  
8 maybe.

9 Maybe a hundred dollars of revenue for the  
10 year.

11 MR. BROOKS: Now, if I had brought my --  
12 my copy of the motion to compel down here as I  
13 intended to do, but I got down here without it -- I  
14 would know the answer to this question, I guess,  
15 because it's probably on the cover sheet of -- you  
16 probably included the cover sheet of the operating  
17 agreement.

18 MR. BRUCE: Uh-huh.

19 MR. BROOKS: But my question, then, is:  
20 Which edition of the AAPL oper- -- form is this?

21 MR. HALL: 1977.

22 MR. BROOKS: That's an old one. Hopefully  
23 they've improved this language since then.

24 Are you through, Mr. Bruce?

25 MR. BRUCE: I'm through.

1                   MR. BROOKS: Do you have anything further,  
2 Mr. Hall?

3                   MR. HALL: Yeah. I'll just point out at  
4 page 2 of the response to our motion to dismiss,  
5 Mewbourne is asking you to make the determination  
6 that there was no production in paying quantities.

7                   And again, I would invite you to look at  
8 the expressed language of the operating agreement.  
9 The term paying is not expressed anywhere in there.  
10 There's nothing about automatically terminates. You  
11 won't find language like that in the operating  
12 agreement.

13                  MR. BROOKS: Right.

14                  MR. HALL: I've written more than one  
15 title opinion in my career, as I know Mr. Bruce has.

16                  MR. BROOKS: And I have.

17                  MR. HALL: And you ignore these operating  
18 agreements to your peril, and so you do have to deal  
19 with them. Frankly, I don't know how Mewbourne gets  
20 around it's own title agreement in this case.

21                  MR. BRUCE: I agree, in part, with Scott  
22 that old JOAs have become the bane of my title  
23 existence.

24                  MR. BROOKS: Well, at the risk of being  
25 accused of assisting my brethren in the profession

1 with -- and to accumulate billable hours, I'm going  
2 to ask you-all to brief the issues in this case,  
3 because I have read various cases having to do with  
4 lease termination.

5 Now, I don't recall that I've ever read a  
6 case that construed a provision like this. That's  
7 one. That's Item 1.

8 If there's anything that construes this  
9 kind of provision in an operating agreement,  
10 specifically this form, because it was widely used  
11 for a period of time -- probably not as widely used  
12 as -- what was it, the 1982 form was the next one?

13 MR. HALL: I think that's right.

14 MR. BRUCE: Correct.

15 MR. BROOKS: The fact that this exact form  
16 was probably -- this exact form was probably not the  
17 current form for very long may have limited its use,  
18 although some people like it.

19 But if there's anything that construes  
20 this particular provision in any jurisdiction, I  
21 would be interested to find it. I realize it's not  
22 easy to find -- it would not be easy to find because  
23 what sequence of words would a Court use to describe  
24 it? That's hard to predict.

25 And you're going to get -- if you're

1     working on capable of production, you're going to  
2     get a gazillion hits, and most of them are going to  
3     be lease cases.

4                 MR. BRUCE:   Correct.

5                 MR. BROOKS:   The other aspect that  
6     fascinates me about this case is that it's  
7     well-established that the New Mexico Oil  
8     Conservation Division -- and I think it's probably  
9     true of conservation agencies in just about every  
10    state that has them -- does not have the authority  
11    to construe contracts.

12                But we're in a case here where if we have  
13    jurisdiction to determine jurisdiction, we would  
14    have to exercise it by construing the contract,  
15    because you can't come to a conclusion about this  
16    without construing the contract.

17                So that's an issue:   What is the authority  
18    of the Oil Conservation Division when it -- what  
19    does the Oil Conservation Division do when it can  
20    only determine whether it can proceed to make a  
21    decision in the case by first construing a contract?

22                And my guess is, there's -- I think  
23    there's no author- -- I'm reasonably convinced  
24    there's no authority on that in New Mexico.

25                But I could stand to be corrected if I

1 have overlooked something.

2 MR. BRUCE: Could we not ask the oldest  
3 person in the room, Bill Carr?

4 MR. BROOKS: Well, you know, I would  
5 certainly appreciate a friend of the Court  
6 contributing any information he might have.

7 MR. CARR: I'll see if I can formalize the  
8 relationship.

9 MR. BROOKS: But I'm not aware of any  
10 authority in New Mexico, and I have perused the  
11 decisions, the relatively few decisions involving  
12 the Oil Conservation Division in New Mexico, with  
13 considerable care over the last 15 years.

14 But there might be in Texas or Oklahoma,  
15 where there's a lot more conservation -- oil  
16 conservation cases than there are in New Mexico.

17 So I'm giving you assignment -- an  
18 assignment on which there -- you may be able to  
19 accumulate a significant number of billable hours.

20 But that -- my recommendation to the  
21 examiner is going to be that we take this motion to  
22 dismiss under advisement and proceed to receive  
23 evidence on the merits.

24 So if you-all are prepared to go forward  
25 on the merits.

1                   Are you so prepared, Mr. Bruce?

2                   MR. BRUCE: I'm prepared, yeah, but not  
3 on -- not today at this time.

4                   MR. BROOKS: Not today? Okay. Very good.  
5                   Then we will have to continue this case  
6 until such time as --

7                   MR. BRUCE: And I was going to ask, with  
8 respect to filing briefs, I -- you know, normally we  
9 generally say two weeks. I was wondering if we  
10 could ask for three.

11                  MR. BROOKS: That's fine with me. I've  
12 got plenty of other things to do.

13                  MR. BRUCE: And then maybe continue the  
14 case provisionally for four weeks, Scott?

15                  MR. HALL: I think that's all right.  
16 April 14 is not looking --

17                  MR. BROOKS: April 14 is getting awfully  
18 full.

19                  MR. HALL: Yeah.

20                  MR. BROOKS: Of course it may get emptied  
21 rapidly, like today's docket did.

22                  Okay. I will turn it back over to you,  
23 Mr. McMillan.

24                  EXAMINER McMILLAN: Okay. We're going  
25 to...

1                   MR. JONES: Are you going to wait to rule  
2 on those two, the motion and --

3                   MR. BROOKS: I'm going to take the motion  
4 under -- I propose we take the motion under  
5 advisement.

6                   MR. JONES: But you're going to take the  
7 evidence they come up with?

8                   MR. BROOKS: Yeah. My idea is to take the  
9 evidence so we can provide the director with a  
10 complete record.

11                   My theory on this is that this motion to  
12 dismiss, to raise these, is a dispositive -- is, in  
13 effect, a dispositive motion; and, therefore, it is  
14 something that the examiner probably does not have  
15 the authority to rule on. It's something that the  
16 director would have to make the decision on.

17                   So what I will do, if -- once we've heard  
18 the evidence -- is Mr. McMillan will -- I will  
19 invite Mr. McMillan to write an order that is  
20 subject to our ruling on the motion to dismiss.

21                   Then I will write a proposed order on the  
22 motion to dismiss, and we'll submit them both to the  
23 Honorable Mr. Catanach and let him make a decision.

24                   MR. BRUCE: Okay.

25                   EXAMINER McMILLAN: So we will take the



1 motion under advisement, and we will go forward with  
2 the case based on the merits, and it shall be  
3 continued until April 28.

4 MR. BROOKS: Okay. And I would add  
5 that -- I don't know if you've been notified of -- I  
6 think the order in Case 15433 was signed yesterday.

7 Is that correct?

8 MR. HALL: I heard something about that.

9 MR. BROOKS: My name doesn't appear on  
10 that order, but I wrote an opinion on your motion to  
11 dismiss, which is basically incorporated within that  
12 order.

13 But it has noth- -- it doesn't have  
14 anything -- it doesn't contribute to anything in  
15 this case because the facts are very different.  
16 So...

17 MR. HALL: I agree.

18 MR. BROOKS: I don't think it has anything  
19 to do with this case.

20 MR. HALL: I can't wait to read it.

21 MR. BROOKS: Well, I am not known for  
22 being short of wind.

23 Thank you.

24 EXAMINER McMILLAN: Okay. This concludes  
25 today's docket, and thank you very much.

1 (Proceedings concluded at 10:35 a.m.)  
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CERTIFICATE

I, Paul Baca, RPR, CCR in and for the  
State of New Mexico, do hereby certify that the  
above and foregoing contains a true and correct  
record, produced to the best of my ability via  
machine shorthand and computer-aided transcription,  
of the proceedings had in this matter.

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PAUL BACA, RPR, CCR  
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