

No. 137, Original

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In The  
Supreme Court Of The United States

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STATE OF MONTANA,

Plaintiff,

v.

STATE OF WYOMING

and

STATE OF NORTH DAKOTA

Defendants.

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Before the Honorable Barton H. Thompson, Jr.  
Special Master

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**MONTANA'S BILL OF COSTS, DECLARATION, AND BRIEF IN SUPPORT**

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April 1, 2017

## MONTANA'S BRIEF IN SUPPORT OF BILL OF COSTS

### I. Introduction

In the Opinion of the Special Master on Remedies dated December 19, 2016 (“Opinion” or “Op.”), the Special Master ruled on Wyoming’s Summary Judgment Motion, including that part of the Wyoming Motion seeking to bar any award of costs to Montana as a matter of law. Op. 62-65.

The Special Master first determined that Montana is the prevailing party in this case for purposes of determining costs. *Id.* 64 (“I therefore conclude that Montana is a prevailing party for purposes of seeking an award of costs.”). The Special Master then “divide[d] costs into those incurred for the two separate phases of this action: (1) proceedings up to and including resolution before me of Wyoming’s motion to dismiss, and (2) all of the proceedings to date after my First Interim Report, including trial.” *Id.* The Special Master denied Wyoming’s motion for summary judgement as to costs for Phase 1, determining that “the overarching issue at this stage was the applicability of Article V (A) at all” and that “as the prevailing party in the litigation, Montana therefore should be free to seek some or all of its costs incurred in this initial phase.” *Id.* The Special Master, however, granted Wyoming’s motion with respect to Phase 2, determining that Montana should be barred from seeking an award of costs for the balance of the case. *Id.* 64-65. Montana reserves its right to file exceptions to the Opinion, including to the ruling on costs for Phase 2.

On March 17, 2017, the Special Master issued Case Management Order No. 19 (“Order”), providing Montana “the opportunity to seek some or all of the costs that it incurred in these proceedings up to and including resolution before me of Wyoming’s motion to dismiss.”

*Id.* The Order directed Montana to file a Bill of Costs that includes an itemization of all costs with documentation, a declaration as to the authenticity and necessity of the stated costs, and a brief in support. *Id.* ¶ 1. This filing satisfies those requirements.

Montana's Bill of Costs, attached to this brief, provides an itemization of the filing fee, transcript fees, printing fees, and Special Master fees and expenses incurred by Montana during Phase 1 of this action that are taxable as costs. The claimed costs only include costs that were necessarily incurred and for services necessarily and actually performed during Phase 1. For example, Montana only listed printing fees for the papers that were actually required to be filed with the Court and served on the parties, and excluded amounts that were paid for extra copies.

As ordered by the Special Master, Montana has also included documentation of the itemized costs and a Declaration explaining the cost items and declaring that the listed costs are correct, were necessarily incurred in this action, and were for services that were actually and necessarily performed.

## **II. Summary of Argument**

This case is in the "litigious" category of interstate cases for purposes of allocation of costs, as the Special Master has implicitly determined. Moreover, Montana is the prevailing party, as the Special Master has explicitly determined. Under such circumstances, the Court's consistent practice, for more than 150 years, has been to award all costs to the prevailing party. There is no reason to depart from that rule in this case. Montana requests, therefore, that it be awarded all costs for Phase 1.

### III. Argument

#### A. The Court Consistently Awards Costs to the Prevailing State in “Litigious” Interstate Cases

For purposes of awarding costs, the Court divides interstate cases into two categories: “litigious” and “governmental.” In “litigious” interstate cases, the long-established practice of the Court is to award costs to the prevailing State. In “governmental” interstate cases, the Court splits the costs. *North Dakota v. Minnesota*, 263 U.S. 583 (1924) [hereinafter *North Dakota*]. In *North Dakota*, the Court collected examples of its awards of costs in “litigious” interstate disputes:

In *New Hampshire v. Louisiana*, and *New York v. Louisiana*, 108 U. S. 76, 91, 2 Sup. Ct. 176, 27 L. Ed. 656, the complainant states brought suits upon bonds of Louisiana assigned to them by their citizens for the purpose of avoiding the inhibition of the Eleventh Amendment. The suits were dismissed, with costs adjudged against the complainants.

In *South Dakota v. North Carolina*, 192 U. S. 286, 321, 24 Sup. Ct. 269, 48 L. Ed. 448, the suit was on bonds of North Carolina donated by the original purchasers to South Dakota, and there was judgment for South Dakota for the amount due, with costs of suit.

In *Missouri v. Illinois*, 200 U. S. 496, 26 Sup. Ct. 268, 50 L. Ed. 572, which was a bill to restrain Illinois and her subordinate agency, the Chicago Sanitary District, from discharging sewage into the Mississippi and exposing the people of Missouri to danger of typhoid fever from germs in their drinking water, the bill was dismissed without prejudice, but the costs were adjudged against the complainant state.

In *New York v. New Jersey*, 256 U. S. 296, 313, 41 Sup. Ct. 492, 65 L. Ed. 937, the bill sought to restrain the pollution of the harbor of New York. The bill was dismissed without prejudice, but the costs were adjudged against New York.

*North Dakota*, 263 U.S. at 584–85.

In *North Dakota*, North Dakota had sought damages, resulting from flooding it alleged was caused by Minnesota, and an injunction. The Court dismissed North Dakota’s bill without prejudice. *North Dakota v. Minnesota*, 263 U.S. 365, 388 (1923). With regard to costs, the

Court found, “The present proceeding is clearly a litigious one. .... We think that the circumstances put this case in the category with *New Hampshire v. Louisiana*, *Missouri v. Illinois*, and *New York v. New Jersey*, and that the costs should be taxed against North Dakota, the defeated party.” *North Dakota*, 263 U.S. at 585-86.

For disputes between States of a “litigious” character, the Court has consistently followed the rule that the losing party pays all costs. *Fairmont Creamery Co. v. Minnesota*, 275 U.S. 70, 74 (1927):

For many years, costs have been awarded by this court against states. ... [I]f the case proves to be a ‘litigious case,’ so called, all the costs have been assessed against the defeated party. *State of North Dakota v. State of Minnesota*, 263 U. S. 583, 44 S. Ct. 208, 68 L. Ed. 461. *State of Missouri v. State of Iowa*, 7 How. 660, 681, 12 L. Ed. 861, shows that this has been the practice since 1849.

*Id.* In the subsequent case of *Wisconsin v. Illinois*, the Court found that the diversion of water from Lake Michigan by Illinois and the Sanitary District of Chicago into a canal “for the purpose of diluting and carrying away the sewage of Chicago” was illegal and reduced the level of the Great Lakes in violation of Wisconsin’s rights. *Wisconsin v. Illinois*, 281 U.S. 179, 196 (1930). The Court, citing its decision on costs in *North Dakota*, awarded Wisconsin its costs because Illinois “made this suit necessary by persisting in unjustifiable acts.” *Id.* at 200.

The Court continues to rely on the principles of *North Dakota* and *Fairmont Creamery*. See *Hutto v. Finney*, 437 U.S. 678, 695-96 (1978) (citing *North Dakota* and *Fairmont Creamery*).

## **B. The Court Splits Costs in “Governmental” Interstate Cases**

The archetypal “governmental” dispute is a boundary case, in which both States have a common interest in settling the dispute. In such cases, costs are shared:

[I]n making an order for a division of costs between the two states in a boundary dispute, the matter involved is governmental in character, in which each party has a real, and yet not a litigious, interest. The object to be obtained is the settlement of a boundary line between sovereign states in the interest, not only of property rights, but also in promotion of the peace and good order of the communities; and is one which the states have a common interest to bring to a satisfactory and final conclusion. Where such is the nature of the cause we think the expenses should be borne in common.

*Maryland v. West Virginia*, 217 U.S. 577, 582 (1910); *Nebraska v. Iowa*, 143 U.S. 359, 370 (1892) (“The costs of this suit will be divided between the two states, because the matter involved is one of those governmental questions in which each party has a real and vital, and yet not a litigious, interest”); see also *North Dakota*, 263 U.S. at 583 (collecting all 15 interstate boundary dispute cases the Court had heard as of 1924).

Treating interstate boundary disputes as “governmental” continued throughout the 20th century. See, e.g., *Michigan v. Wisconsin*, 270 U.S. 295, 319 (1926) (“The decree, therefore, will be for Wisconsin, costs to be divided between the parties in accordance with the general rule in cases of this character,” citing *North Dakota*); *Vermont v. New Hampshire*, 289 U.S. 593, 620 (1933) (“The costs will be divided between the parties in accordance with the general rule in cases of this kind,” citing *North Dakota*); *New Jersey v. New York*, 526 U.S. 589, 601 (1999) (“The States of New Jersey and New York shall share equally in the compensation for the Special Master and his assistants, and for expenses of this litigation incurred by the Special Master in this controversy”).

Cases equitably apportioning interstate surface waters are another example of interstate disputes involving “governmental” interests. Equitable apportionment cases are “governmental” rather than “litigious” because they are, like boundary cases, “useful to both states.” *North Dakota*, 263 U.S. at 585 (citing two equitable apportionment cases where the Court split costs: *Kansas v. Colorado*, 206 U. S. 46 (1907), and *Wyoming v. Colorado*, 259 U. S. 496 (1922)). The

Court has consistently split costs in equitable apportionment cases over the past century. *See, e.g., Washington v. Oregon*, 297 U.S. 517, 530 (1936) (dismissing a complaint seeking a declaration of rights to water in a river with a decree stating that “the costs and expenses of the suit [are] to be divided between the parties in accordance with the usual practice,” citing *North Dakota*); *Arizona v. California*, No. 8 Orig., Costs Order of May 4, 1964 (dividing the special master’s costs among the six parties to the case) (available at [supremecourt.gov](http://supremecourt.gov)).

### **C. The Court’s Approach to the Award of Costs Has Not Changed**

The Special Master suggests that the *North Dakota* rule on costs has not been observed in recent cases. He states that “in recent interstate disputes, including water disputes, the parties have more typically split costs, either by judicial order or stipulation.” Op. 63 (citing *New Jersey v. Delaware*, 552 U.S. 597, 623-624 (2008), *Virginia v. Maryland*, 540 U.S. 56, 79-80 (2003), and *Oklahoma v. New Mexico*, 501 U.S. 221 (1991)). The Special Master’s suggestion does not withstand closer analysis, however. Two of the cases cited by the Special Master in support of this contention, *New Jersey v. Delaware* and *Virginia v. Maryland*, are boundary cases. As noted, *supra*, boundary disputes are treated as “governmental” disputes in which costs are split because the parties have a joint interest in resolution of the dispute.

The third case cited by the Special Master also does not support his inference. In *Oklahoma v. New Mexico*, the States resolved the question of costs by stipulation. The States’ agreement, which was issued as a “Stipulated Judgment” of the Court, provided that costs would be shared. 510 U.S. 126, 127 (1993) (“The costs of this case shall be equally divided among the parties.”). Since the parties agreed on costs, the Court did not reach the issue.

Indeed, contrary to the Special Master's suggestion, the Court has never split costs in a case enforcing an interstate water allocation compact where the prevailing party has sought an award of costs. *Kansas v. Colorado*, as the Special Master correctly points out, Op. 63, follows the *North Dakota* rule. There, the Court approved a judgment awarding costs to Kansas as the prevailing party. *Kansas v. Colorado*, 556 U.S. 98, 103 (2009) ("Costs through January 31, 2006, including reallocation of Kansas' share of the Special Master's fees and expenses, are awarded to Kansas in the amount of \$1,109,946.73.").

In sum, the Court has been consistent in awarding all costs to the prevailing State in interstate "litigious" cases for more than a century and a half.

**D. Montana Is the Prevailing Party in This "Litigious" Case**

The Special Master found that Montana is the prevailing party in this action for the purposes of costs. Op. 64. The necessary implication of the Special Master's conclusion is that this case is a "litigious" interstate case for the purpose of determining costs. The Special Master did not need to explicitly determine that this case is "litigious," because it is only necessary to determine which party is the prevailing party for purposes of costs in a "litigious" case. If this were a "governmental" case, there would have been no need to determine which State was the prevailing party for purposes of costs because costs are split among the parties in such cases regardless of which party prevailed. So, by necessary implication, the Special Master has held that this is a "litigious" case. That implicit ruling is consistent with the Court's precedents and the facts of this case.

Here, Montana was compelled to seek the Court's assistance to direct Wyoming to comply with the Compact. *See Montana v. Wyoming*, 136 S.Ct. 1034 (2016) (Order and



Judgment). The States disputed Wyoming's obligations under the Compact. These disputes were seen by the Court as being analogous to contract disputes. *Montana v. Wyoming*, 563 U.S. 368, 375 n.4 (2011) (Yellowstone River Compact interpreted "[a]s with all contracts ... according to the intent of the parties"). The States did not agree on the proper scope of the claims or the legal meaning of the Compact. Wyoming opposed the filing of the case, interposed a motion to dismiss, and made a number of adversarial motions for summary judgment.

Unlike *Maryland v. West Virginia*, 217 U.S. 577 (1910), where both "states [had] a common interest to bring to a satisfactory and final conclusion," the determination of their boundary, *id.* 582, Wyoming here had no interest in resolving its dispute with Montana. Indeed, Wyoming, being the upstream State, had no incentive to seek a resolution in this Court. As long as this Court's original jurisdiction was not invoked, Wyoming could continue to refuse all Montana requests for water. In short, this case falls squarely in the "litigious" category of interstate disputes, and the Special Master's assumption that it is "litigious" was fully justified.

**E. There is No Reason, in This Case, to Depart From the Court's Practice in Awarding Costs**

Despite the fact that this case is clearly "litigious" and that Montana is the only prevailing party for the purposes of costs, the Special Master has suggested that he will consider recommending an award of less than all Montana's costs in Phase 1. Op. 65. This raises the question whether there is any part of the Bill of Costs that might be considered unnecessary for Montana's case. It is therefore appropriate to examine each part of the Bill of Costs. Such an examination does not reveal any unnecessary aspect, however: The filing and transcript fees were necessary if the case was to be prosecuted; the Motion for Leave to File Bill of Complaint, Bill of Complaint, and Brief in Support was necessary to initiate the case (*see* Stephen M.

Shapiro et al., Supreme Court Practice 1236 (10<sup>th</sup> ed. 2013)), and the Court granted it, 552 U.S. 1175 (2008); Montana’s Reply Brief was equally necessary to respond to Wyoming’s reasons for denying the Motion for Leave; similarly, Montana needed to print and file its Brief in Response to Wyoming’s Motion to Dismiss Bill of Complaint in order to preserve its cause of action.

Further, the Special Master’s fees and expenses in Phase 1 were unavoidable costs, which have been approved by the Court. The Court has taxed special master fees and expenses in accord with its practice that distinguishes between “litigious” and “governmental” cases. *See, e.g., New Jersey v. New York*, 526 U.S. 589, 601 (1999). In *Kansas v. Colorado*, the Special Master approved allocation of Special Master fees and expenses to the defendant, and the Court entered judgment ordering payment of those fees and expenses as part of the award of costs. *Kansas v. Colorado*, 556 U.S. 98, 103 (2009); 1 Fifth Report App. 99-100. Likewise, they are properly included in costs allocated to the non-prevailing party here.

In sum, there is no reason that the costs included in Montana’s Bill of Costs should not be awarded.

**F. Montana Should Be Awarded Its Costs for Phase 1**

For the reasons set forth above, Montana should be awarded the costs it incurred in Phase 1. This is a “litigious” interstate case in which Montana is the prevailing State, and in “litigious” interstate cases the Supreme Court awards all costs to the prevailing State. Moreover, there is no reason that the Court should depart from its normal practice of awarding all costs to the prevailing State.

#### IV. Conclusion

Montana respectfully requests that it be awarded costs as set forth in the attached Bill of Costs.

Respectfully submitted,

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*\*Counsel of Record*

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◆  
\_\_\_\_\_

**MONTANA'S BILL OF COSTS AND DECLARATION**

<u>Item</u>	<u>File/Event Date</u>	<u>Amount</u>	<u>Documentation</u>
1. Filing Fee	1/31/2007	\$300.00	Sup. Ct. Rule 38(a)
2. Transcript Fees	11/13/2008	\$151.75	Attached invoice
	2/3/2009	\$386.00	Attached invoice
	6/11/2009	\$130.25	Attached invoice
	8/5/2009	\$174.25	Attached invoice

<u>Item</u>	<u>File/Event Date</u>	<u>Amount</u>	<u>Documentation</u>
	10/8/2009	\$357.50	Attached invoice
	11/17/2009	\$787.00	Attached voucher
<b>3. Printing Fees</b>			
Motion for Leave To File and Brief	1/31/2007	\$2,634.06	Attached invoice Declaration below
Reply on Motion For Leave to File	4/16/2007	\$845.84	Attached invoice Declaration below
Brief in Response To Motion to Dismiss	5/9/2008	\$5,636.12	Attached invoice Declaration below
<b>4. Special Master Fees and Expenses Paid by Montana</b>			
First Motion	7/1/2009	\$20,404.48	Order of 10/5/2009
Second Motion	7/12/2010	<u>\$36,004.37</u>	Order of 10/12/2010
Total Costs		\$67,811.62	

### **DECLARATION**

COMES NOW John B. Draper, Counsel of Record for the State of Montana in this proceeding, and declares under penalty of perjury as follows:

1. Supreme Court Rule 38 (a) sets the fee charged by the Clerk. Further documentation is not considered necessary.

2. Invoices for the cost of transcripts of hearings before the Special Master are attached. In one instance, the voucher entry from the Accounting Department of Montgomery & Andrews P.A. is provided, showing payment to the court reporter of the amount listed on behalf of Montana.
3. Invoices from the printer, Cockle Law Brief Printing Co., for the three printed filings by Montana during the Cost Period allowed by the Special Master are attached. (The "File/Event Date" specified on the Bill of Costs, which is the filing date shown on the Court docket, may differ a few days from the date of the invoice.) The printing fees claimed by Montana do not include the amount paid for extra copies, which are copies exceeding the fifty copies necessary for filing with the Court and service on the parties. In consultation with the printer, the total cost of extra copies was calculated as the per copy cost (20¢ per cover, 10¢ per regular printed page, and \$2.50 per fold-out color map) multiplied by the number of extra copies, plus a proration of the postage costs by percentage of the total order for each printed filing. This extra copy cost was then subtracted from the total cost, charged by the printer for each printed filing and paid by Montana, to arrive at the total printing fees listed on Montana's Bill of Costs.
4. The amounts listed are one-half of the fees and expenses of the Special Master approved by the Court. They are the actual amounts paid by Montana. The Orders of the Court are considered sufficient documentation.
5. The foregoing listed costs are correct.
6. The foregoing listed costs were necessarily incurred in this action.
7. The services for which the fees listed above were charged were actually and necessarily performed.
8. The foregoing listed costs were actually paid by the State of Montana.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2017



John B. Draper

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215 North Sanders  
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Helena, MT 59620-1401

Invoice No.	Invoice Date	Job No.
20700	12/3/2008	30293
Job Date	Case No.	
11/13/2008	220137 ORG	
Case Name		
STATE OF MONTANA vs. STATE OF WYOMING and STATE OF NORTH DAKOTA.		
Payment Terms		
Due upon receipt		

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215 North Sanders  
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Helena, MT 59620-1401

Job No. : 30293 BU ID : 1-MAIN  
Case No. : 220137 ORG  
Case Name : STATE OF MONTANA vs. STATE OF WYOMING and STATE OF NORTH DAKOTA.  
Invoice No. : 20700 Invoice Date : 12/3/2008  
Total Due : \$ 151.75

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2/18/2009	107127

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Sarah A. Bond, Esq. Assistant Attorney General Montana Attorney General's Office 215 North Sanders Helena, MT 59601

Date of Service	Description of Services	Reporter
		AS
		Amount
2/3/2009	Montana v. Wyoming, North Dakota Supreme Court No. 137, Original Hearing re Wyoming's Motion to Dismiss Certified copy transcript/electronic conversion Delivery  <div style="text-align: center;"> <math display="block">\frac{62108}{524}</math> <p>ok axl 4-07-09</p> <p>Pd 4-09-09</p> <p>406-444-5894</p> </div>	373.00 13.00
<b>Thank You!</b>		<b>Total \$386.00</b>
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Invoice No.	Invoice Date	Job No.
22393	6/18/2009	32765
Job Date	Case No.	
6/11/2009	220137 ORG	
Case Name		
STATE OF MONTANA vs. STATE OF WYOMING, et al.		
Payment Terms		
Due upon receipt		

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 215 North Sanders  
 P.O. Box 201401  
 Helena, MT 59620-1401

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Job No. : 32765      BU ID : 1-MAIN  
 Case No. : 220137 ORG  
 Case Name : STATE OF MONTANA vs. STATE OF WYOMING,  
 et al.  
 Invoice No. : 22393      Invoice Date : 6/18/2009  
 Total Due : \$130.25

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Invoice No.	Invoice Date	Job No.
22847	8/14/2009	33357
Job Date	Case No.	
8/5/2009	220137 ORG	
Case Name		
STATE OF MONTANA vs. STATE OF WYOMING, et al.		
Payment Terms		
Due upon receipt		

Sarah A. Bond  
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 215 North Sanders  
 P.O. Box 201401  
 Helena, MT 59620-1401

1 CERTIFIED TRANSCRIPT OF:  
 Telephonic Hearing

174.25

TOTAL DUE >>>

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Job No. : 33357 BU ID : 1-MAIN  
 Case No. : 220137 ORG  
 Case Name : STATE OF MONTANA vs. STATE OF WYOMING,  
 et al.  
 Invoice No. : 22847 Invoice Date : 8/14/2009  
 Total Due : \$174.25

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 HELENA, MONTANA

Date	Invoice #
10/15/2009	107650

<b>Bill To</b>
Jennifer M. Anders, Esq. Montana Attorney General's Office 215 North Sanders P.O. Box 201401 Helena, MT 59620-1401

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Date of Service	Description of Services	Reporter
		PR
		Amount
10/8/2009	Montana v. Wyoming and North Dakota No. 137, Original Hearing on Anadarko's Motion to Intervene Certified copy transcript/electronic conversion	295.00
	Transcript of Status Conference Certified copy transcript/electronic conversion	62.50
$\begin{array}{r} 62108 \\ \hline 524 = 357.50 \end{array}$		
Thank you for your business !		<b>Total</b> \$357.50
Accounts over 30 days subject to finance charges at 1.5% per month		

*ok axl  
 10-21-09*

Voucher Entry

Save Save and Post Clear Delete Tools

Voucher: 46024 Paid

Period: 2 2010

Vendor: AIKENWELCH Aiken Welch Court Reporters Attach Image

Bank Code: 1 Community Bank - Operating Invoice Date: Mon, 02/01/2010

Invoice: 00384485 Due Date: Mon, 02/01/2010

Amount: \$787.00 Requested by: FIRM

Description: 13045-0501/State of Montana Expand

Add Distribution Delete Distribution

Matter	Code	Account	Account Name	Amount
1	013045-000501 CA1	1100-000-00	SF CLIENT EXPENSE ADVANCI	\$787.00
Obtain copies of proceedings/hearing on 11/17/09				

\$787.00

# Cockle Printing Company

2311 Douglas Street  
 Omaha, NE 68102  
 (402) 342-2831  
 (402) 342-4850 FAX  
 Website: cocklelaw.com  
 E-Mail: cpc@cocklelaw.com

2986

*Such ok to  
 pay from  
 ycc major litigation  
 AB  
 2/1/07*

# Invoice

Customer No.: MONTANA  
 Invoice No.: 30029

Bill To: **OFC OF THE ATTY GEN**  
 215 N SANDERS  
 PO BOX 201401  
 HELENA, MT 59620-1401

Ship To: **JOHN DRAPER**  
 (505) 982-3873  
 SARAH BOND  
 (406) 444-2026 sk

Date	Ship Via	FOB	Terms	
01/31/07	Fed Ex Priority	Origin	Net 30	
Purchase Order Number	Order Date	Sales Person	Our Order Number	
18653	01/31/07		30042	
Quantity	Item Number	Description	Unit Price	Amount
Required   Shipped   BO				
1   1	LAW BRIEFS	150 COPIES: # _____ ORIGINAL; STATE OF MT v. STATE OF WY AND ND	3661.00	3661.00
1   1	EMAIL	E-MAIL IN .PDF FILE BRIEF AND APPENDIX MOTION FOR LEAVE TO FILE BILL OF COMPLAINT, BILL OF COMPLAINT AND BRIEF IN SUPPORT	61.25	61.25
			Invoice subtotal	3722.25
			Proofs & Postage	157.00
			Invoice total	3879.25

62191  
 524      *ok axl  
 2-2-07*

# Cockle Printing Company

2311 Douglas Street  
Omaha, NE 68102  
(402) 342-2831  
(402) 342-4850 FAX  
Website: cocklelaw.com  
E-Mail: cpc@cocklelaw.com

3986

To: Anna

# Invoice

Customer No.: MONTANA  
Invoice No.: 30317

Bill To: **OFC OF THE ATTY GEN**  
215 N SANDERS  
PO BOX 201401  
HELENA, MT 59620-1401

Ship To: **JOHN DRAPER**  
(505)986-2525  
**SARAH BOND**  
(406)444-5894 tt

Date	Ship Via	F.O.B.	Terms	
04/13/07	Fed Ex Priority	Origin	Net 30	
Purchase Order Number	Order Date	Sales Person	Our Order Number	
19051	04/13/07		30330	
Quantity	Item Number	Description	Unit Price	Amount

Required	Shipped	H.O.	Quantity	Item Number	Description	Unit Price	Amount
	1		1	LAW BRIEFS	150 COPIES: #137, ORIGINAL; MONTANA v. WYOMING & NORTH DAKOTA	915.85	915.85
	2		2	EMAIL	E-MAIL IN .PDF FILE BRIEF AND APPENDIX MONTANA'S REPLY BRIEF	36.25	72.50

Invoice subtotal	988.35
Proofs & Postage	53.00
<b>Invoice total</b>	<b>1041.35</b>

62191  


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 524  
 ok ok  
 5-7-07

# Cockle Printing Company

2311 Douglas Street

Omaha, NE 68102

(402) 342-2831

(402) 342-4850 FAX

Website: cocklelaw.com

E-Mail: cpc@cocklelaw.com

3986

# Invoice

Customer No.: MONTANA

Invoice No.: 31527

Bill To: OFC OF THE ATTY GEN  
215 N SANDERS  
HELENA, MT 59620-1401

Ship To: SARAH BOND  
(406) 444-2026  
sk

Date		Ship Via		F.O.B.		Terms	
05/09/08		Fed Ex Priority		Origin		Net 30	
Purchase Order Number			Order Date		Sales Person		Our Order Number
20554			05/09/08				31545
Quantity		B.O.	Item Number	Description	Unit Price	Amount	
Required	Shipped						
1	1		LAW BRIEFS	133 COPIES: NO. 137, ORIGINAL; MT v. WY AND ND, ET AL.	6616.90	6616.90	
1	1		EMAIL	E-MAIL IN PDF FILE BRIEF AND APPENDIX MONTANA'S BRIEF IN RESPONSE TO WYOMING'S MOTION TO DISMISS BILL OF COMPLAINT	75.00	75.00	
						Invoice subtotal	6691.90
						Proofs & Postage	282.20
						Invoice total	6974.10

62191  
524

okay  
5-12-08

No. 137, Original

◆  
\_\_\_\_\_  
In The  
Supreme Court Of The United States  
◆  
\_\_\_\_\_

STATE OF MONTANA,

Plaintiff,

v.

STATE OF WYOMING

and

STATE OF NORTH DAKOTA

Defendants.

◆  
\_\_\_\_\_  
Before the Honorable Barton H. Thompson, Jr.  
Special Master  
◆  
\_\_\_\_\_

**CERTIFICATE OF SERVICE**

I certify that copies of Montana's Bill of Costs, Declaration, and Brief in Support were served electronically and by U.S. Mail to the following on April 1, 2017, as indicated below:

Peter K. Michael  
Attorney General of Wyoming  
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Christopher M. Brown  
Andrew Kuhlmann  
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(Original and 3 copies by U.S. Mail)

I further certify that all parties required to be served have been served.

  
John B. Draper