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Montana Water Court

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IN THE WATER COURT OF THE STATE OF MONTANA
CONFEDERATED SALISH & KOOTENAI TRIBES – MONTANA – UNITED STATES
COMPACT

* * * * *

CASE NO. WC-0001-C-2021
EVIDENTIARY HEARING No. 11

COMPACT PARTIES' POST-HEARING RESPONSE BRIEF
REGARDING MATERIAL INJURY HEARING No. 11 [Jore et al.]

Pursuant to the governing orders,¹ the Confederated Salish and Kootenai Tribes (“CSKT”), the State of Montana, and the United States (collectively, “Compact Parties”), submit this post-hearing response brief rebutting Objectors Kathleen French’s, Rick and Nancy Jore’s, Gunner and Beth Junge’s, and Rick Schoening’s (“Objectors”) claims of material injury in their *Post Hearing Brief Pertaining to Material Injury, Jore Group Hearing 11*, Dkt. 2652.00 (Aug. 22, 2025) (“Objectors’ Opening”). As the Compact Parties explain in the *Compact Parties’ Post-Hearing Opening Brief Regarding Material Injury Hearing No. 11 [Jore et al.]*, Dkt. No. 2639.00 (Aug. 22, 2025) (“Compact Parties’ Opening”), and below, Objectors’ Opening fails to establish that any of their witnesses proved any material injury from operation of the CSKT–Montana–United States Compact.²

Instead, Objectors’ Opening complains about the Court’s rulings in the hearing and in previous orders; seeks to rely on irrelevant evidence not admitted at the hearing; and insists that unsubstantiated assertions that other parties are injured should be sufficient to establish material injury to them. The burden on Objectors at the hearing, however, was to prove concrete material injury *personal to them*³ and *caused by* operation of the Compact. See Compact Parties’ Opening at 2-3 (discussing the material injury legal standard). As more fully set forth below, Objectors failed this task. Therefore, the Court should dismiss Objectors’ objections, grant the Compact Parties’ *Motion for Approval of the Flathead Reservation-State of Montana-United States Compact and for Summary Judgment Dismissing All Remaining Objections*, Dkt. No. 1823.00 at 71-72 (“Motion”), and approve the Compact.

I. MATERIAL INJURY LEGAL STANDARD

The Compact Parties’ Opening explained that this Court and the Montana Supreme Court have held that to demonstrate material injury from a Compact, an objector must establish,

¹ *Order on Motion for Additional Pages*, Dkt. No. 2668.00 (Sep. 15, 2025); *Order Modifying Briefing Schedule*, Dkt. No. 2626.00 (Aug. 13, 2025).

² Sections 85-20-1901, -1902, MCA (“Compact”).

³ See *Case Management Order No. 5*, Dkt. No. 2109.00 at 2 (Jan. 31, 2025) (“CMO 5”) (“The parties should expect the hearing to include the objectors’ burden to prove material injury by operation of the Compact.”); January 30, 2025, Case Management Conference, 4:33-5:00 (describing the purpose and structure of the hearings as “a number of individual hearings, not one big long hearing where we start out with evidence at the beginning and is cumulative evidence”); *Case Management Order No. 9*, Dkt. No. 2602.00 at 2 (May 16, 2025) (any references to exhibits in briefing shall only be to “exhibits admitted *in the hearing addressed in the brief*”) (emphasis added).

through admissible evidence, a concrete injury to water rights or other real property interests caused by operation of the Compact. Compact Parties' Opening at 2-3. Objectors discuss the governing standard in part, but then appear to critique the fact that the governing standard was developed by the courts, instead of through statute or the Montana Water Right Adjudication Rules (which are drafted and issued by the Montana Supreme Court). Objectors' Opening at 3, 11-13.⁴ Objectors do not explain their citation to § 85-2-233(1)(c), MCA, *id.*, but to the extent they suggest the Court can "modify" the Compact as set forth in the preliminary decree to accommodate Objectors' rights, such contention is wrong.

The Court cannot rewrite the Compact. *See, e.g., Order on Pending Motions Regarding Compact Approval*, Dkt. No. 2336.00 at 20-21 (Apr. 1, 2025) ("*Compact Validity Order*") (citing § 85-2-702(3), MCA, which confines the Court's review of compacts "to determining whether to include a compact in a final decree or to sustain an objection" to it). As reflected in § 85-2-702(3), MCA, the Montana Legislature *did* establish the governing standard for this Court's review, and through a series of decisions that standard has been clarified. Compact Parties' Opening at 2-3. Objectors contend that governing case law "has been applied inconsistently and remains largely undefined, contributing to confusion over what must be proven," Objectors' Opening at 3, but offer no support for such conclusory statement and thus fail to counter the Compact Parties' description of the governing standard.

II. OBJECTORS' ARGUMENTS REGARDING THE FAIRNESS OF THIS PROCEEDING LACK MERIT

Objectors make several arguments attacking the narrow scope of the material injury proceeding and the Court's rulings refusing to admit certain evidence as unfair. As detailed below, none of these arguments hold water and the Court should reject all of them.

A. The Narrow Scope of the Material Injury Hearing is Proper

Objectors complain about proceedings in this case. *See, e.g.,* Objectors' Opening at 1 (discussing transcript errors); *id.* at 2 (citing to the Court's prior rulings and Objectors' *Combined*

⁴ Objector Jore testified that he does not believe judicial decisions have the force of law. Hearing Tr. 55:14–57:23 ("Tr."); *see also* Objectors' Opening at 6 (describing this testimony). Of course, it is well established that "it is the province and duty of the judiciary 'to say what the law is.'" *Best v. Police Dep't of Cty. of Billings*, 2000 MT 97, ¶ 16, 299 Mont. 247, 999 P.2d 334 (quoting *Marbury v. Madison*, 5 U.S. (1 Cranch) 137, 177 (1803)). Notwithstanding Objector Jore's beliefs, there is no legitimate dispute that this Court is bound by rulings from higher courts and such rulings constitute binding law on the public.

Objections of a Number of Pro Se Objectors, Dkt. No. 2593.00 (May 5, 2025) for the general claim of “procedural errors”); *id.* at 3 (objecting to the narrow scope of the evidentiary hearing because it did not subject Objectors’ “constitutional and treaty-based claims” to “evidentiary consideration”); *id.* at 4 (asserting that the Court’s purported violations of the Montana Rules of Evidence violates their due process); *id.* at 4-11 (detailing evidence the Court refused to admit at the hearing); *id.* at 13 (claiming the Court has inconsistently applied the governing standard and improperly refused Objectors’ discovery); *id.* at 14 (characterizing comments Judge Brown made after the hearing without explaining the context for them); *id.* at 14-15 (appearing to take issue with the Court’s order regarding the scope of post-hearing briefing).

Objectors appear to contend that they are prejudiced by prior rulings and orders that limit the scope of the evidentiary hearing to the issue of their personal, concrete material injury because such rulings prevent them from demonstrating material injury. *See, e.g.*, Objectors’ Opening at 15-17 (listing the Court’s evidentiary rulings refusing to admit evidence of injury to the public or other individuals not participating in the hearing; refusing to admit evidence pertaining to issues resolved by the *Compact Validity Order*; and contending that the Court’s rulings were “vague”). As *pro se* parties and lay witnesses, however, none of the Objectors were empowered to speak on behalf of other persons or entities at the hearing. *E.g.*, *CMO 5* at 2. Evidence of material injury to the “public,” to other objectors, or to entities who did not object to the Compact, Objectors’ Opening at 1 (referencing “the public interest of Lake County and Thompson Falls”); Tr. 40:18–41:8, (Thomson Falls did not object to the Compact); *Hearings 12 and 13 Consolidated Prehearing Order*, Dkt. No. 2569.00 at 1 (Apr. 29, 2025) (Lake County’s material injury claims governed by a separate hearing); Objectors’ Opening at 17-18 (referencing evidence offered at separate evidentiary hearings), is not material to *these* Objectors’ claims of material injury and thus are irrelevant.

The narrow scope of the hearing is also entirely proper because it is consistent with the governing standard, which Objectors ignore. Objectors’ Opening at 3 (omitting reference to the burden shift to Objectors to prove material injury from operation of the Compact). The Court has made clear, once it ruled that the Compact was presumptively valid in its *Compact Validity Order*, that all issues pertaining to the Compact’s validity—including claims of fraud⁵ or

⁵ Objectors contend they “never claimed the Compact itself is fraudulent, but rather that it **contains** fraudulent elements.” Objectors’ Opening at 4 (emphasis original). This is a

illegality with respect to the Compact’s formation or its substance—were resolved by the *Compact Validity Order* and thus could not be relitigated as part of the material injury hearing. *See, e.g., Clarification Order and Case Management Order No. 7*, Dkt. No. 2147.00 at 1 (Mar. 5, 2025) (“*CMO 7*”) (“The hearing is not intended as another opportunity to re-argue motions pending before the Court”); *Order on Motion for Protective Order and Cross-Motion to Compel*, Dkt. No. 2558.00 at 2 (Apr. 29, 2025) (“The [*Compact Validity Order*] specified that the evidentiary hearings were limited to the Objector burdens”); *id.* at 4-7 (granting the Compact Parties’ motion for protective order after concluding that Objectors’ discovery requests sought information outside the scope of the material injury hearing and that Objectors failed to adequately explain or respond to the Compact Parties’ motion).

The April 30, 2025 hearing was Objectors’ opportunity to offer factual evidence of personal, concrete injury to them from operation of the Compact. As the Compact Parties explained in prior briefing and reiterate below in section III, Objectors failed to do this.⁶ Now faced with this reality, they cry foul about the process, including what they contend was an unfair narrowing of the scope of the April 30, 2025 evidentiary hearing. The Court should reject these complaints; Objectors had the same opportunity as other parties to develop factual evidence in support of their material injury claims long before the hearing, including through discovery. That they failed to do so is their error, not the Court’s.

B. Objectors Offer the Court No Basis to Reconsider Its Evidentiary Rulings

Objectors spend considerable time detailing the evidence they offered but the Court refused to admit. Objectors’ Opening at 1-2, 4-11. The Court properly refused to admit such evidence and nothing in Objectors’ Opening provides any basis for reconsideration.

Claims that parties outside the proceeding are injured by the Compact, such as the general public or other objectors, *see* Objectors’ Opening at 1-11, fails to prove material injury *to them* and thus is properly excluded as irrelevant. *E.g., CMO 5* at 2. And evidence regarding the Compact’s validity, including Objectors’ views regarding the Hellgate Treaty; the status of the

distinction without a difference, and the statement is refuted by Objectors’ own filings in this case. The issue of whether the Compact was the product of “fraud,” or that its provisions were in any way unlawful, was resolved by the *Compact Validity Order*, in which the Court entirely rejected Objectors’ “fraud” arguments. *Compact Validity Order* at 33-36.

⁶ Objector Schoening asserts that he was denied the opportunity for redirect. Objectors’ Opening at 8. The Court, however, specifically told Objector Schoening he had the opportunity for redirect after cross-examination, which he declined to pursue. Tr. 84:24-85:3.

Flathead Reservation; CSKT's priority dates; documentation related to the Compact's negotiation and formation; and the provisions of the Compact aimed to protect fish resources is irrelevant to the issue of Objectors' material injury from operation of the Compact. *CMO* 7 at 1.

Objectors' description of evidence and testimony the Court refused to admit fares no better. *See* Objectors' Opening at 8 (describing testimony from Fire Chief James Russell who never testified); *id.* at 10 (describing a leading question that the Court did not allow the witness to answer). Moreover, unsubstantiated, conclusory statements offered in a table format, which the Compact Parties refute in a corresponding table attached hereto as Exhibit A, also fail to establish material injury from operation of the Compact that is personal to Objectors. Objectors' assertion that "the evidence reveals significant public interest harms, including economic disruption, diminished local governance, and risk to essential services such as fire suppression and public water systems," Objectors' Opening at 10, is, as more fully explained below, entirely speculative and unsupported by the evidence the Court admitted at the hearing.

III. OBJECTORS OFFERED NO ADMISSIBLE EVIDENCE OF PERSONAL MATERIAL INJURY CAUSED BY OPERATION OF THE COMPACT

None of the Objectors offered concrete, factual evidence of material injury to them from operation of the Compact, and their attempt to rely on evidence offered by other objectors in separate hearings, Objectors' Opening at 17-18, must be rejected. As set forth below and in the table attached hereto as Exhibit A, Objectors have entirely failed to meet their burden to show material injury, personal to them, stemming from operation of the Compact.

In their own telling, Objector Junge only points to testimony on issues deemed irrelevant to the proceeding, including harms to the public, to support his claim of material injury. Objectors' Opening at 4-5. Objector Junge has entirely failed to meet his burden in this case. Compact Parties' Opening at 3-4. For example, his concerns about impacts to the City of Thompson Falls's municipal water rights fail to establish material injury *to him* from operation of the Compact. *Id.* While Objector Junge does not and cannot represent the City of Thompson Falls in this proceeding, and he admitted that Thompson Falls did not object to the Compact, he ignores that any municipal water rights claims held by Thompson Falls are not subject to call under the Compact. *Id.* Thus, aside from proving material injury *to him*, he has failed to prove material injury *at all*.

Similarly, Objector Jore offered no admissible factual evidence proving material injury to him from operation of the Compact. His complaints about being subject to the authority of the

Flathead Reservation Water Management Board and his contentions about the status of the Flathead Reservation,⁷ including how his fee lands within the Flathead Reservation are characterized, Objectors’ Opening at 5-6, fail to establish material injury from implementation of any provision of the Compact. Compact Parties’ Opening at 4. Moreover, the risk that a neighbor may call on Objector’s water rights is not material injury in a prior appropriation system. *Id.* See also *Compact Validity Order* at 75-76.

Objector Schoening further failed to prove material injury to himself from operation of the Compact. Mr. Schoening contends that the instream flow provisions of the Compact that protect fish resources “caused” FIIP to not deliver him water in 2023, but he offered no evidence, beyond his speculation, that this was the case. *E.g.*, Tr. at 72:20-75:12 (admitting that the United States Bureau of Indian Affairs operates FIIP and that he did not contact FIIP to learn why water was not delivered to him in 2023). Indeed, all the evidence the Compact Parties offered and the Court admitted demonstrated that there was no causal link between any provision of the Compact and FIIP water deliveries through the feeder A-Canal in 2023. *See, e.g.*, Tr. 76:20-80:21 (Objector Schoening reading from the 2008 Flathead Indian Irrigation Project, Flathead Agency, Operation and Maintenance Guidelines, stating the numerous factors that affect the timing of FIIP water deliveries and Objector Schoening’s admission that the information was relevant).⁸

Objector French’s claims of material injury from operation of the Compact also fail. All of French’s concerns were based on speculation about what *might* happen, which she acknowledged when she testified that she and her husband had not suffered concrete harm from the Compact and her concerns were based on what they “anticipate and expect.” Tr. 87:10-13;

⁷ Objector Jore’s views on various federal statutes, including the Montana Enabling Act, 25 Stat. 676 (1889), and the Indian Reorganization Act, 48 Stat. 984 (1934), and their impact on the status of and authority over the Flathead Reservation, relates to Objector Jore’s disagreement with prior precedent holding that the Reservation is not diminished. *See* Tr. 50:1-55:13 (Objector admitting that he takes issue with being subject to anything but exclusive state jurisdiction); Tr. 55:14-57:23 (asserting that judicial decisions do not have the force of law); *Compact Validity Order* at 2 (citing *Confederated Salish & Kootenai Tribes of Flathead Rsr. v. Namen*, 665 F.2d 951 (9th Cir. 1982) when rejecting diminishment arguments). Such contentions are irrelevant to the issue of, and thus cannot prove, material injury.

⁸ Objectors assert that this document is irrelevant because it preceded the Compact. Objectors’ Opening at 7. Objectors miss the point. That factors, including instream flow requirements *in place before the Compact*, affect the timing of FIIP deliveries refutes Mr. Schoening’s bare “belief” that the Compact had anything to do with FIIP’s apparent failure to deliver water to him in 2023. *See also* Tr. 82:5-84:17 (letter from FIIP announcing the end of water deliveries).

see also Tr. 107:12-23 (“[A]ccumulative nature of all of the decisions at multiple water rights *could have* significant impact on me.” (emphasis added)). An objector’s speculation about potential future harm is insufficient to demonstrate material injury. *In re Forest Service*, No. WC-2007-03, 2012 WL 9494882, at *10 (Mont. Water Ct., Oct. 31, 2012). Moreover, French’s only irrigation rights are from tributaries to the Flathead River, upstream from its confluence with the Clark Fork River. Tr. 88:3-9; 113:11-15; 117:6-24. She did not identify any water rights she has from the mainstem of the Clark Fork River and thus does not have any water rights subject to call under the Compact. Further, French’s complaint that the Compact’s 100 gpm no-call threshold for wells is arbitrary amounts to little more than a disagreement with the Compacts’ terms, not a material injury from them. *See* Tr. 103:15-21.

Objectors’ witness, Tiffani Murphy, further failed to offer any admissible evidence proving that any of the Objectors have or will endure any material injury from operation of the Compact. Her admission that she had no knowledge of Objectors’ water rights claims, that none had any pending applications, and none had withdrawn any application as a result of the Compact, renders her testimony entirely irrelevant. *See* Compact Parties’ Opening at 8.

IV. CONCLUSION

For the foregoing reasons, the Compact Parties request that the Court find the Objectors have not met their burden to establish material injury to their water rights or other property interests from operation of the Compact. The Court should dismiss all objections and approve the Compact.

Respectfully submitted this 19th day of September, 2025.

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing *Post-Hearing Response Brief* for Hearing No. 11 was served by mail/email to the Objectors and email to counsel for the Compact Parties as set forth below this 19th day of September, 2025.

/s/ Jean Saye

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Exhibit A

“Finding of Fact”¹	“Application of Law”	“Public Interest Impact”	Compact Parties’ Response
1. How much evidence of fraud and material injury is necessary (Tr. 12-15, 23, 24)	Limited testimony as to the public interest.	Undermines public confidence in the Compact.	<p>This is not a “finding of fact”; it was a question posed by Objector Gunner Junge during his testimony, <i>see</i> Tr. at 12:7-13, that neither he (nor any other Objector) attempted to answer. The statement reflects dissatisfaction with the governing standards, which include the requirement that they can only rely on injury personal to them, which is a legal issue and irrelevant to the question of material injury. <i>See Compact Parties Post-Hearing Response Brief Regarding Material Injury Hearing No. 11 [Jore et al.]</i> at 1-2, (“Compact Parties’ Response”), filed concurrently herewith.</p> <p>Nothing in the governing standards requires the Court, in the context of the material injury hearing, to consider the “public interest impact” of the Compact. <i>Id.</i></p>
2. References to MCA concerning water rights and municipalities. Refers to MWRPA (Tr. 17-21)	State Law and Congressional intent.	Compact affects all water users.	Objector Junge’s testimony concerning statutory provisions governing municipal water uses is irrelevant to proving he is personally injured from operation of the Compact. Objector Junge purports to speak for the City of Thompson Falls, Montana, which did not file an objection to the Compact. Tr. 40:18 –41:8. Objector Junge, as a <i>pro se</i> objector, has no authority to represent the interests or speak on

¹ The information in the first three columns (“Finding of Fact”; “Application of Law”; and “Public Interest Impact”) is reproduced from Objectors’ Opening at 10-11 for the Court’s convenience. By including the statements here, Compact Parties are not agreeing to the truth of such statements. The Compact Parties’ response to each of the assertions is set forth in the fourth column of this Exhibit, labeled “Compact Parties’ Response”).

			<p>behalf of the City of Thompson Falls. Mont. W.Adj.R. 33(a) (except for <i>pro se</i> parties representing themselves, only licensed attorneys authorized to practice in Montana “may represent a party in water court proceedings”). Moreover, municipal uses are not subject to call under the Compact, and thus any contention that the Compact affects the municipal water rights of the City of Thompson Falls is incorrect. Compact Parties’ Opening at 3-4 (citing § 85-20-1901, MCA, Art. III.G.1).</p>
<p>3. Listing of material injuries. (Tr. 25-37)</p>	<p>Injuries to private and public permitted by standard of review.</p>	<p>Impacts the tax payers if fraudulent.</p>	<p>See Compact Parties’ Response” at sections I-III (refuting these assertions).</p>
<p>4. Court excluded Exhibits C1-C5 showing the impact of Water Management Board on Lake County. (Tr. 43-46)</p>	<p>Eliminated evidence of jurisdictional confusion impacting water use.</p>	<p>Raises broader governance concerns and landowner rights.</p>	<p>See Compact Parties’ Response at section II(B) (discussing why the Court’s refusal to admit such evidence was proper).</p>
<p>5. Water Management Board structure has interfered with administration, lack of proper judicial review. (Tr. 50, 51)</p>	<p>Materially alters how rights are enforced; causes legal uncertainty.</p>	<p>Undermines local control and predictability in land use planning.</p>	<p>See Compact Parties’ Response at 6 (Compact validity issues, including the legality of the Flathead Reservation Water Management Board, including its structure and the availability of judicial review, were resolved by the <i>Compact Validity Order</i> and are not relevant to the material injury hearing); Tr. at 51:10-21 (Objector Jore admits that this issue was raised in briefing in 2024 on the Compact’s validity).</p>

6. Testimony on Enabling Act and Tribal resolutions was limited. Private land was withdrawn from Reservation (Tr. 52-57)	Exclusion of legal context diminishes the ability to assess injury.	Suggests federalism and sovereignty issues on private land is relevant to both private and public.	<i>See</i> Tr. 50:3-25; 51:1-55:13 (Objector Jore admits these issues pertain to (1) his objection to being subject to anything but exclusive state jurisdiction; and (2) his disagreement with controlling precedent holding that the Flathead Reservation was not diminished). <i>See also</i> Compact Parties' Opening at 4 (objections to the Board jurisdiction, or contentions regarding the Reservation's status were addressed by the <i>Compact Validity Order</i>).
7. Mischaracterization in Marsh Creek water right abstract. (Tr. 59-65)	Creates potential harm through legal ambiguity in water right title.	May mislead public registries relied upon by users and developers.	Objectors' contention fails to prove material injury to any of the Objectors. Objectors refer to their own exhibit, offered into evidence, to make these assertions. <i>See</i> Ex. No. 11-JoreB3. While counsel for the Compact Parties tried to clarify the errors apparent in Objectors' exhibit during cross-examination, Objector Jore was unable to provide such clarity. Tr. 59:12-65:7. <i>See also</i> Compact Parties' Opening at 4-5 (that Objector is subject to call in a priority system is not material injury). Moreover, Ex. No. 11-JoreB3 is annotated documentation from Montana Cadastral; to the extent they take issue with the errors in such documentation, those errors have nothing to do with the Compact.
8. Observed changes in water right administration in Lake County, excessive instream flow, threatens ranchers and the citizens of Mt. (Tr. 66-71)	Mitigation of stock water losses is admittance of material injury	County residents face reduced access to transparent processes and faces economic uncertainty.	This evidence fails to show material injury from operation of the Compact. <i>See</i> Tr. 71:12-19 (Objector Schoening admits he has suffered no stock water losses and that his testimony only pertains to alleged losses to unknown users); Compact Parties' Response at 1 (to meet their burden, Objectors had to offer evidence of material injury personal to them).

9. Close interrelation relationship between surface and ground waters of Reservation. (Tr. 67)	Courts must consider impact of Compact to ground water.	Developers face costly delays and planning uncertainty	This contention fails to show material injury from operation of the Compact. Objector Schoening's statement about one of the "whereas" clauses in the Compact, and broad statements concerning residents of the Reservation, fail to show concrete, material injury personal to him. Objectors' assertion that the Court "consider impact of Compact to ground water" is unsupported and contrary to the case law setting forth the limited scope of the Court's review of the Compact. <i>See</i> Compact Parties' Response at 2; Compact Parties' Opening at 8 (testimony concerning impacts to non-party developers fails to establish material injury to Objectors).
10. Lack of access to Flathead [Indian] Irrigation Project (Tr. 67)	Compact interferes with exhibit use. Limited use is arbitrary.	Hampers crop and fruit production.	Objector Schoening failed to prove that the alleged failure of the Flathead Indian Irrigation Project ("FIIP") to deliver water to his property in 2023 had anything to do with the Compact. <i>See</i> Compact Parties' Opening at 5-6; Compact Parties' Response at 6.
11. Lack of irrigation water is due to implementation of Compact (Tr. 68)	This is at the direction of the provisions of the Compact.	Erodes public trust in water governance and civic participation.	<i>See</i> response to item 10 above. In addition, unsubstantiated, generalized claims of "erod[ing] public trust" fails to prove material injury to Objector Schoening from operation of the Compact.
12. Call on water would affect pasture and livestock health. (Tr. 87:5)	Direct impact to beneficial use of water and agricultural viability.	Loss of productive land impacts rural livelihoods and food supply.	Objector French's speculative claims fail to prove material injury from operation of the Compact. <i>See</i> Compact Parties' Opening at 6-8; Compact Parties' Response at 7.

13. Wilson Creek and Paradise Water District may be affected. (Tr. 88-91, 99)	Injures both private and public water systems tied to land use.	Endangers water supply for fire suppression, business, and irrigation.	<i>See</i> response to item 12 above.
14. McMillan Project approval at risk due to water availability. Tr. 100-101)	Compact impairs the feasibility of lawful development projects.	Delays critical infrastructure (hotel, museum, RV park) that support local tourism.	<i>See</i> response to item 12 above. Additionally, Objectors' witness, Tiffani Murphy, failed to offer any evidence pertaining to any material injury to Objectors. <i>See</i> Compact Parties' Opening at 6-8; Compact Parties' Response at 7.
15. Threshold of 100 gpm is arbitrary and unsupported. (Tr. 103)	Imposes unjustified limits on historically recognized rights.	Disproportionately affects small-scale users and rural landowners.	Objectors' argument fails to establish material injury from the Compact. The time to question the legal sufficiency of the Compact was in 2024, when the Court was considering its validity. Compact Parties' Response at 4. <i>See also id.</i> at 7. That some water uses may be subject to call in a priority system is not material injury. <i>See</i> Compact Parties' Opening at 7.
16. Impacts extend beyond reservation boundaries. (Tr. 104-106)	Overreaches into non-tribal territory, interfering with lawful rights.	Raises concerns about jurisdiction and fairness to off-reservation residents.	Objectors' arguments fail to establish material injury personal to them from operation of the Compact. These contentions relate to the Compact's validity, which the Court already addressed. <i>Compact Validity Order</i> at 33-36 (addressing claims of fraud, overreaching, and collusion), 51-56 (approving of Compact's off-Reservation water rights); Compact Parties' Response at 1, 4.

17. Concerns stem from Compact administration, not just direct calls. (Tr. 88-91, 99)	Evident that implementation creates systemic injury.	Administrative overreach threatens long-term resource planning.	Objectors' arguments fail to establish concrete material injury to Objectors from operation of the Compact. <i>See</i> Compact Parties' Opening at 6-7; Compact Parties Response at 1-2.
18. [Intentionally omitted]			
19. Developers withdrew/amended projects due to WMB confusion. (Tr. 124-126)	Demonstrates that the Compact disrupts reliance interests and development.	Threatens housing availability and local economic development.	Objectors' arguments fail to establish material injury personal to them from operation of the Compact. <i>See</i> Compact Parties' Opening at 8 (Objectors' witness, Tiffani Murphy, offered no evidence of material injury to Objectors).
20. Compact has altered water availability review process. (Tr. 126:3)	Constitutes de facto change to permitting rights and procedures.	Undermines certainty needed by investors and landowners.	<i>See</i> response to item 19 above.
21. Broader chilling effect despite no named objector. (Tr. 129)	General deterrent effect confirms systemic harm.	Reduces citizen engagement and trust in government processes.	Objectors offer no evidence to support these contentions. They cite to the portion of the transcript wherein their witness, Tiffani Murphy, admitted to having no personal knowledge of Objectors' rights, that Objectors did not have pending applications; and that none of the Objectors had to withdraw any application. Compact Parties' Opening at 8. Contentions about a "broader chilling effect" were not established at the hearing or elsewhere.