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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA,  
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14 Plaintiff,  
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16 WALKER RIVER PAIUTE TRIBE,  
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18 Plaintiff-Intervenor,  
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20 v.

21 WALKER RIVER IRRIGATION  
22 DISTRICT, a corporation, et al.,  
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24 Defendants.

25 MINERAL COUNTY,  
26  
27 Plaintiff-Intervenor,  
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29 WALKER RIVER IRRIGATION  
30 DISTRICT,  
31  
32 Defendants,

IN EQUITY NO. C-125  
Case No. 3:73-CV-00128-MMD-CSD

**MOTION TO SUBSTITUTE  
PARTY AND ORDER**

**MOTION TO SUBSTITUTE PARTY**

Pursuant to Rule 25(c) of the Federal Rules of Civil Procedure (FRCP), defendant Centennial Livestock hereby moves to substitute Wood Bridgeport, LLC, and Lacey Livestock, for Centennial Livestock as defendants in this action. Centennial Livestock has transferred its ownership interest in its land and water rights, including its water rights in the Walker River, to the aforementioned entities, as a result of which Centennial Livestock has ceased to own any land or water rights affected by the action. The grounds for this motion are set forth in the Memorandum of Points and Authorities, and on all papers and pleadings on file in this proceeding.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**1. Rule 25(c) of Federal Rules of Civil Procedure**

Under Rule 25(c) of the FRCP, if the interest of a party is transferred, the action may be continued by or against the original party unless the court, on motion, orders the transferee to be substituted in the action. “Rule 25(c) is not designed to create new relationships among parties to a suit but is designed to allow the action to continue unabated when an interest in the lawsuit changes hands.” *In re Bernal*, 207 F.3d 595, 598 (9<sup>th</sup> Cir. 2000), quoting *Collateral Control Corp v. Deal*, 638 F.2d 1362, 1264 (5<sup>th</sup> Cir. 1981). According to a leading treatise:

The most significant feature of Rule 25(c) is that it does not require that anything be done after an interest has been transferred. The action may be continued by or against the original party, and the judgment will be binding on his successor in interest even though he is not named. An order of joinder is merely a discretionary

determination by the trial court that the transferee's presence would facilitate the conduct of the litigation.

7C Charles Alan Writ, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 1958 (2d ed. 1986) (footnote omitted).

## 2. Factual Grounds for Motion

Centennial Livestock is a limited liability partnership located in and established under the laws of California. Centennial Livestock possesses water rights in the Walker River, which were recognized and adjudicated in the Walker River Decree. Centennial Livestock is one of the defendants in this action, and is also one of the Principal Defendants, who are the defendants that have actively participated in the litigation. Centennial Livestock has actively participated in this litigation, by, among other things, filing pleadings, motions and briefs, and joining in actions taken by the other Principal Defendants.

For succession planning and other actions unrelated to the pending action, Centennial Livestock recently transferred its ownership interests in its land and water rights, including its water rights in the Walker River, to its general partners. As a result, the land and water rights formerly owned by Centennial Livestock are now owned by two new entities—Wood Bridgeport, LLC, a California limited liability company, and Lacey Livestock, a California general partnership. As a result of the transfer, Wood Bridgeport, LLC, will own 52%, and Lacey Livestock 48%, of Centennial Livestock's land and water rights, including its water rights in the Walker River. As a result of the transfer, Centennial Livestock has ceased to own any land or water rights affected by the action.

The two new entities will be represented by Centennial Livestock's counsel, Roderick E. Walston.

For the foregoing reasons, this Court should grant the motion to substitute Wood Bridgeport, LLC, and Lacey Livestock, for Centennial Livestock as defendants in this action.

By: /s/ Roderick E. Walston  
RODERICK E. WALSTON  
 Counsel for defendant Centennial  
 Livestock

**ORDER**

Wood Bridgeport, LLC, and Lacey Livestock shall be substituted for defendant Centennial Livestock as defendants in this action.

DATED: March 9, 2023.

  
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United States Magistrate Judge