

**STATE OF NEW MEXICO  
COUNTY OF SOCORRO  
SEVENTH JUDICIAL DISTRICT**

THE SOCORRO ELECTRIC COOPERATIVE, INC.

Plaintiff/Petitioner,

vs.

No. D-725-CV-2019-00234

CITY OF SOCORRO,

Defendant/Respondent.

**CITY OF SOCORRO'S NOTICE OF ACCEPTANCE OF  
SEC'S RULE 1-068 NMRA OFFER OF SETTLEMENT**

COMES NOW, the City of Socorro (the City), by and through its attorneys of record, Stelzner, Winter, Warburton, Flores & Dawes, P.A., and pursuant to Rule 1-068 NMRA, hereby serves Notice of its acceptance of SEC's Rule 1-068 NMRA Offer of Settlement, a copy of which is attached hereto as Exhibit A.

Respectfully submitted,

STELZNER, WINTER, WarBURTON  
FLORES & DAWES, P.A.

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BY: /s/ Juan L. Flores

NANN M. WINTER

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JAIME L. DAWES

*Attorneys for City of Socorro*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I filed the foregoing electronically on the 28<sup>th</sup> day of June, 2021, through the Odyssey File and Serve system, which caused the following counsel and parties to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Lorna M. Wiggins:

Email: [lwiggins@wwlaw.us](mailto:lwiggins@wwlaw.us)

/s/ Juan L. Flores  
JUAN L. FLORES

STATE OF NEW MEXICO  
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SEVENTH JUDICIAL DISTRICT

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**SEC'S RULE 1-068 NMRA OFFER OF SETTLEMENT**

TO: City of Socorro, c/o of its attorneys, Nann M. Winter (nwinter@stelznerlaw.com), Juan L. Flores (jflores@stelznerlaw.com) and Jaime L. Dawes (jd@stelznerlaw.com), Stelzner, Winter, Warburton, Flores, Sanchez & Dawes, P.A., P.O. Box 528, Albuquerque, New Mexico 87103

Pursuant to Rule 1-068 NMRA, The Socorro Electric Cooperative, Inc. ("SEC") hereby serves the City of Socorro (the "City") with its offer to settle as follows:

In exchange for dismissal of the First and Second Claims for Relief with prejudice, the 1999 Franchise Agreement will remain in full force and effect through May 17, 2024. SEC may continue using the City's rights of way, as contemplated by the 1999 Franchise Agreement and under the applicable terms thereof, until May 17, 2024, at which time the Franchise Agreement will be deemed automatically terminated and no additional notice of such termination will be required by the City to SEC. The Third Claim for Relief will be dismissed without prejudice.

This offer of settlement is made for the purposes specified in Rule 1-068. If the City does not accept this offer, it may become obligated to pay SEC double its costs incurred after the making of this offer in the event that a judgment against it is more favorable than this Offer of Settlement.

EXHIBIT A

This Offer of Settlement shall not be filed with the Court unless (a) accepted or (b) in a proceeding to determine costs. To accept this offer, the City must serve written notice to the undersigned of acceptance thereof within ten (10) days of the date this offer is made.

WIGGINS, WILLIAMS & WIGGINS  
A Professional Corporation

By           /s/ Lorna M. Wiggins          

Lorna M. Wiggins

Attorneys for Defendants

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