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PUC DOCKET NO. 49871

PETITION OF THE CITY OF RED OAK INDUSTRIAL DEVELOPMENT CORPORATION TO AMEND ROCKETT SPECIAL UTILITY DISTRICT'S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY IN DALLAS AND ELLIS COUNTIES BY EXPEDITED RELEASE	§ § § § § § §	**PUBLIC UTILITY COMMISSION OF TEXAS**

ROCKETT SPECIAL UTILITY DISTRICT'S RESPONSE AND OBJECTION TO RED OAK INDUSTRIAL DEVLEOPMENT CORPORATION'S THIRD MOTION TO LIFT ABATEMENT

COMES NOW Rockett Special Utility District ("Rockett") and hereby submits its response and objection to Red Oak Industrial Development Corporation's ("ROIDC") and/or City of Red Oak Industrial Development Corporation's ("CROIDC") Third Motion to Lift Abatement, Item 34 (Oct. 5, 2020). Rockett objects to this motion, on the grounds *inter alia*, that ROIDC is not a party to this proceeding and has no standing as a non-party to file a motion.[1]

I. RESPONSE TO BACKGROUND

It is agreed that CROIDC, not ROIDC, filed the Petition to Amend Rockett's Certificate of Convenience and Necessity No. 10099 in Dallas and Ellis Counties by Expedited Release, Item 1 (Aug. 19, 2019) (the "Petition" or "Petition For Decertification"), citing the void provisions of

[1] Rockett objects to ROIDC's characterization that ROIDC should be substituted as the Petitioner herein. See Amendment of Petition and Request to Restyle Docket, Item 31 (Sept. 21, 2020), filed by ROIDC, which is not a party to this proceeding as CROIDC filed the Petition. ROIDC's Third Motion to Lift Abatement, Item 34 (Oct. 5, 2020), was also filed by ROIDC, which is not a party to this proceeding, through the legal counsel for CROIDC. See id., at 12. Thus, the Amendment of Petition and Request to Restyle Docket and the Motion to Lift Abatement filed by ROIDC, which is not a party to this proceeding, should be summarily denied. See Rockett's Response and Objection and Renewed Motion to Dismiss, Item 32 (Sept. 28, 2020).

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the Texas Water Code (TWC) § 13.254(a-5), and 16 Texas Administration (TAC) § 24.254(1), now codified at TWC § 13.2541.[2]

Rockett filed a Motion to Dismiss herein, asserting in part that because CROIDC filed the Petition but is not the owner of the Property which is the subject of the Petition, this proceeding must be dismissed. Rockett's Response and Objection to Petitioner's Second Motion to Lift Abatement and Motion to Dismiss the Petition, Item 21 (Feb. 11, 2020). Part of the Property described in the Petition is owned by ROIDC, as admitted by CROIDC's alleged Amendment of Petition, Item 31, at 1 (Sept. 21, 2020). Rockett also pointed out that neither CROIDC or ROIDC is the owner of all tracts of land in question because ROIDC conveyed a portion of the Property to Compass Datacenters DFW III, LLC ("Compass"). See Rockett's Response, Item 21, at 2 and Ex. B[3] (providing a copy of the filed Special Warranty Deed dated November 1, 2019 of such conveyance to Compass).

Subsequently, CROIDC did not address or amend the Petition to reflect that ROIDC is the correct Petitioner nor that a portion of the Property was now owned by Compass, stating "[t]he matter is currently abated. These issues cannot be resolved while the petition is abated." CROIDC's Reply to Rockett's Response, Item 23, at 1 (Feb. 12, 2020). A few days later, CROIDC filed a Supplement to the Second Motion to Lift Abatement and Motion to Dismiss, Item 24 (Feb. 14, 2020), yet again did not address ROIDC as the correct Petitioner or the Compass ownership

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[2] *Crystal Clear Special Util. Dist. v. Walker*, 2019 WL 2453777, at *2 (W.D. Tex. Mar.27, 2019), ("Crystal Clear") declared the provisions of the relevant statutes which allow decertification without considering the certificate holder's federal debt preempted and void.

[3] The Property is divided into five tracts as depicted by CROIDC's Supplemental Filing, Item 3, at Ex. D (Sept. 3, 2019). CROIDC (Petitioner) does not own any of these tracts. Tracts 3 and 4A are owned by Compass, with Tracts 1, 2 and 4B owned by ROIDC. See Rockett's Response and Objection to Petitioner's Second Motion to Lift Abatement and Motion to Dismiss the Petition, Item 21, at 2 and Ex. B (Feb. 11, 2020). It is the Petitioner's burden to prove ownership.

issue. ROIDC or CROIDC did not file the Amendment of Petition until September 21, 2020, some eight (8) months later when abatement has not been lifted, and such filing does not correct the allegations in relation to the tracts owned by Compass.

Rockett has also objected to the attempted substitution of ROIDC as the Petitioner and renewed its Motion to Dismiss herein, as the naming of CROIDC as the Petitioner was not the result of a misnomer, but a misidentification, as well as on the ground that ROIDC has no legal existence and forfeited its right to do business. Rockett's Response and Objection to Petitioner's Amendment of Petition and Request to Restyle Docket and Renewed Motion to Dismiss the Petition, Item 32 (Sept. 28, 2020).

Rockett did file a federal lawsuit against the members of the Public Utility Commission of Texas (Commission), CROIDC (not ROIDC, since ROIDC did not file the Petition for Decertification), and Alamo Mission, LLC (Alamo), seeking to preclude decertification of property from Rockett's CCN because *Crystal Clear* had declared the provisions of Tex. Water Code §§ 13.254(a-5 and a-6) void as preempted by federal law. (See footnote no. 2.) This raises other concerns because if ROIDC is substituted as the Petitioner herein, Rockett's federal complaint will likely need to be amended.

On October 11, 2019, Staff entered Commission Staff's Recommendation finding in part, that Petitioner CROIDC is the owner of the 5 Tracts in issue,[4] even though the deeds provided in the Petition reflect ownership by ROIDC.[5]

[4] Commission Staff's Recommendation on Final Disposition, Item 10, at 3 (Oct. 11, 2019).

[5] Petition, Item 1, at Exs. E1-4 (Aug. 19, 2019).

CROIDC now admits that it does not own any of the Property and the Special Warranty Deed dated November 1, 2019, in which *Rockett* submitted,[6] shows that Compass owns a portion of the Property. ROIDC (who is not the Petitioner) is the owner of only certain tracts of the Property described in the original Petition. Staff may have overlooked that ROIDC had transferred portions of the property to Compass, as no subsequent filings by Commission Staff address the issue.

On November 25, 2019, CROIDC (not ROIDC) filed its first Motion to Lift Abatement to which Rockett filed its Response and Objection on December 2, 2019. On December 5, 2019, Staff recommended the Commission deny CROIDC's Motion to Lift Abatement, and the Commission denied CROIDC's Motion issued by Order No. 5, Item 19 (Dec. 9, 2019).

On February 4, 2020, CROIDC filed its *Second* Motion to Lift Abatement contending that the USDA had argued in the federal litigation that Rockett does not have a federal loan guarantee. Rockett responded disclosing that the USDA has taken a similar position in the past and lost that issue. See Rockett's Response, Item 21, at 4 (Feb. 11, 2020), citing in part *Wells Fargo Bank, N.A. v. United States*, 88 F.3d 1012, 1018 (Fed.Cir.1996). Staff reviewed these pleadings and again recommended that the abatement not be lifted.[7] The Commission again denied CROIDC's Second Motion to Lift Abatement, issued by Order No. 6, Item 25 (Mar. 31, 2020).

II. RESPONSE TO STATEMENT OF RELATED FEDERAL LITIGATION

There are currently three pertinent lawsuits pending in federal court: (1) Rockett Special Util. Dist. v. Botkin, et al., Alamo Mission, LLC and City of Red Oak Industrial Development Corp., U.S. District Court, W.D. Texas, Case NO. 19-CV-1007 (Rockett Federal Case); (2) City

[6] Rockett's Response, Item 21 at 2 and Ex. B (Feb. 11, 2020).

[7] Commission Staff's Response to Second motion to Lift Abatement, Item 22 (Feb. 11, 2020).

of Red Oak and ROIDC v. United States Dep't. of Agriculture, Rural Utilities Service, Rockett Special Utility Dist. and CoBank, U.S. District Court, W.D. Texas, Case No. 20-CV-0483 (Red Oak Federal Case) and (3) Rockett Spec. Util. Dist. v. City of Red Oak, U.S. District Court, N.D. Texas, Case No. 20-cv-1320-E (Rockett Federal Case-2).

The Rockett Federal Case challenges the authority of the Commission to act on petitions filed under TWC § 13.254(a-5) when the certificate holder is indebted on a loan which qualifies the borrower for 7 U.S.C. § 1926(b) protection. Specifically, Rockett claims that "Rockett is indebted on a loan guaranteed by the United States Department of Agriculture (USDA)." The Rockett Federal Case-2 seeks in part damages, a declaratory judgment and injunctive relief for the City of Red Oak's violation of 7 U.S.C. § 1926(b).

The Red Oak Federal Case challenges both the validity and the existence of the federal guarantee claimed by Rockett before this Commission and in the Rockett Federal Case. In its suit, Red Oak asserts that Rockett is ineligible to receive any loans under 7 U.S.C. § 1926, and seeks an injunction against Rockett, CoBank and the USDA from consummating the loan note guarantee in violation of the statute and the regulations under the statute. The Red Oak Federal Case also seeks a declaratory judgment that the loan note guarantee that has been *conditionally* approved by the USDA is invalid.

III. ARGUMENT AND AUTHORITY

CROIDC and ROIDC are incorrect in their assertion that Rockett does not have § 1926(b) protection for the Property, and in its assertion that Rockett does not have a qualifying federal indebtedness. These issues have not been resolved by the federal courts and the Commission does not have jurisdiction to resolve these federal law issues, especially in light of Rockett's England

Reservation filed herein,[8] reserving the right to have all federal issues resolved in federal court. (See *England v. Louisiana State Bd. of Med. Examiners*, 375 U.S. 411, 417, 84 S. Ct. 461, 466, 11 L. Ed. 2d 440 (1964).)

A. ROCKETT DOES HAVE INDEBTEDNESS CONTEMPLATED BY 7 U.S.C. § 1926(B)

1. Federal Court Recommendations and Decisions

CROIDC and ROIDC contend that the Magistrate's Report and Recommendation in the Red Oak Federal Case at p. 7, found that: "it [Rockett/CoBank] did not have a loan guarantee in line with federal regulations." However, this statement is not found at p. 7 of the Magistrate's Report and Recommendation. Indeed, the Magistrate held:

> By issuing the Conditional Commitment for Guarantee, the USDA has determined that the CoBank loan satisfies the necessary requirements. *See* 7 C.F.R. § 1779.53. Although CoBank and Rockett must satisfy certain conditions precedent to receive the Loan Note Guarantee, the USDA has no discretion about providing a Loan Note Guarantee if those conditions are satisfied. *See* 7 C.F.R. § 1779.64(b); *see also Wells Fargo Bank, N.A. v. U.S.*, 88 F.3d 1012, 1020 (Fed.Cir.1996) (holding the United States breached a contract by issuing a commitment to guarantee a loan if certain conditions were met and then failing to issue the guarantee after the conditions were met). Two cases in Texas have held that approving a loan was a final agency action that subjected the USDA to judicial review even though the loan had not yet closed and funded. *City of Schertz v. United States Dept. of Agric. by & Through Perdue*, Item 18-CV-1112-RP, 2019 WL 5579541 (W.D. Tex. Oct. 29,2019); Melissa Indus. Dev. Corp. v. N. Collin Water Supply Corp., 256 F.Supp.2d 557, 562 (E.D. Tex.2003). the USDA attempts to distinguish Melissa and City of Schertz because those cases involved direct loans rather than loan guarantees and in this case "the USDA cannot legally act on the Conditional Commitment under the applicable regulations until it received various commitments from the lender and borrower detailed above." Dkt. Item 38 at 17. However, as described above, once the USDA receives those commitments, it has no discretion on whether the issue the Loan Note Guarantee. Accordingly, the undersigned determines the Conditional Commitment for Guarantee is a final agency action.

Dkt. Item 34 at Ex. A, pp. 7-8.

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[8] Rockett's Response to the Petition, Item 7, at 8 (Oct. 2, 2019).

The District Court Judge in the Red Oak Federal Case did adopt the Magistrate's Report and Recommendation; however, such does not address or resolve whether Rockett is entitled to § 1926(b) protection, but only resolved various Motions to Dismiss which had been filed by the Defendants, Rockett, USDA and CoBank. The issue of whether Rockett is entitled to § 1926(b) protection was simply not before the Court, as that issue is before the Court in Rockett's Federal Case. Indeed, nowhere in the Magistrates Report and Recommendation does he address whether Rockett's loan from CoBank under the facts here provides Rockett Section 1926(b) protection. Furthermore, the District Court's adoption of the Magistrate's Report and Recommendation is not a final order but is a "recommendation" which remains subject to further review, revision and rejection by the District Court Judge. *Golman v. Tesoro Drilling Corp.*, 700 F.2d 249, 253 (5th Cir. 1983) and Fed. R. Civ. Pro. 54(b).

The Magistrate's Report and Recommendation in the Rockett Federal Case that "Rockett does not have a loan entitled to § 1926(b) protection" is just that—*a recommendation*, not a judgment or final order. Rockett has filed an Objection to the Magistrate's Report and Recommendation, which by law, requires de novo review by the District Court Judge. *Campos v. U.S. Parole Comm'n*, 984 F.Supp. 1011, 1017 (W.D. Texas 1996), aff'd, 120 F.3d 49 (5th Cir. 1997); *Zuniga v. Yeary*, 2020 WL 1329908, at *1 (W.D. Tex. Mar. 20, 2020). In addition, the Texas Rural Water Association ("TRWA") and CoBank have each filed Amicus Curiae briefs in support of Rockett. The District Court Judge has not yet ruled on Rockett's objection and the TRWA and CoBank briefs, thus, there is no judgment or order by the District Court or the Fifth Circuit resolving the issue.

2. Regulatory Authority And Agency Representations

ROIDC and CROIDC's position that "the federal court deciding the federal issues has found that there is no qualifying indebtedness" is misplaced. The Federal Court which is to decide this issue is the District Court Judge in the Rockett Federal Case, and no such order or finding has been made to that effect by the District Court or the Fifth Circuit. See Argument III(A)(1) above.

ROIDC and CROIDC's reliance upon the federal regulations, does not support its position that the abatement should be lifted. The application of these federal regulations and the ultimate decision of whether Rockett has a loan qualifying it for protection under § 1926(b), are all federal questions beyond the jurisdiction of the Commission, and has not yet been resolved by the federal district or appellate courts.

B. STAFF FINDINGS

ROIDC and CROIDC's argument that the Staff recommendation and finding is that the Property Tracts 1,2,3 and 4A are not receiving water service from the CCN holder, is not on point. The Petition must be filed by the owner of the Property. This is jurisdictional. TWC § 13.254(a)(5), now § 13.2541. As acknowledged by ROIDC and CROIDC, the entity which filed the Petition for Decertification (CROIDC) is not the owner of the Property, therefore jurisdiction never attached to the original filing. Furthermore, neither CROIDC nor ROIDC owns the property conveyed to Compass.

In addition to the error concerning ownership of the Property, Staff's Recommendation that certain Tracts of the Property (Staff found that Tract 4B was receiving service) have not been provided service, is in error as the evidence establishes that Rockett is providing service under *state* law. Rockett has committed facilities for the provision of water service for the Property (all tracts). Compass applied to Rockett for water service for its tracts, and Compass is receiving water service from Rockett.

Contrary to ROIDC and CROIDC's position, Rockett is providing service as required to preclude decertification. 16 TAC § 24.245(h)(1) authorizes the streamlined expedited release if all conditions provided thereunder are met, including subsection "(B) the tract of land is not receiving service of the type that the current CCN holder is authorized to provide under the applicable CCN...." Texas Water Code § 13.2541 contains similar language providing that decertification is allowed if the property "is not receiving water or sewer service..." TWC § 13.2541(b); 16 TAC § 24.3(33) and TWC § 13.002(21) define "service" as follows:

> **Any act performed,** ***anything furnished or supplied***, and **any facilities or lines** ***committed*** **or** ***used*** by a retail public utility **in the performance of its duties** under TWC Chapter 13 to its patrons, employees, other retail public utilities and the public, as well as the interchange of facilities between two or more retail public utilities.
>
> (Emphasis added.)

Rockett has **performed many acts** in the performance of its duties as a retail public utility to the Property, including but not limited to the installation, construction, maintenance, operation, and/or improvements of all Rockett waterlines and facilities that serve its certificated area.

As provided in Rockett's Response and Objection to the Petition, Rockett has performed acts in furtherance of the provision of retail water service to the Property and Rockett is committed to and used (and continues to commit and use) its waterlines and facilities to provide water service to the Property as set forth in Rockett's Response and Objection to Petition, Item 7, at 6-7 (Oct. 2, 2019).

As Rockett has extensively shown that it is providing "service" and has committed or used (and continues to commit and use) its facilities and waterlines to provide water service to the Property under its duty as the retail public utility and CCN holder, the Petition must be dismissed as the Property is receiving such "service."

ROIDC and CROIDC's contention that even if Rockett has an indebtedness qualifying Rockett for federal protection, Rockett has not or cannot demonstrate that it has the physical ability to serve the Properties and that there is no concern of preemption, is not supported or supportable.

Rockett has provided significant evidence that it has met the "Pipes In The Ground Test" in the Rockett Federal Case,[9] where the issue of Rockett's § 1926(b) protection will be resolved pursuant to federal law. Indeed, under federal law:

> Doubts about whether a water association is entitled to protection from competition under § 1926(b) should be resolved in favor of the FmHA-indebted party seeking protection for its territory. *See North Alamo Water Supply Corp. v. City of San Juan, Tex.*, 90 F.3d 910, 913 (5th Cir.1996) ("The service area of a federally indebted water association is sacrosanct. Every federal court to have interpreted § 1926(b) has concluded that the statute should be liberally interpreted to protect FmHA-indebted rural water associations from municipal encroachments.")

Sequoyah County RWD Item 7 v. Town of Muldrow, 191 F.3d 1192, 1197 (10th Cir.1999). See also *Pub. Water Supply Dist. No. 3 of Laclede Cty., Mo. v. City of Lebanon, Mo.*, 605 F.3d 511, 515 (8th Cir. 2010) ("In Sioux Center, we noted that "any '[d]oubts about whether a water association is entitled to protection from competition under § 1926(b) should be resolved in favor of the [USDA]-indebted party seeking protection for its territory.")

Furthermore, the Commission lacks jurisdiction to determine questions of federal law and thus, has no jurisdiction to determine if Rockett satisfies the "made service available" test to invoke § 1926(b) protection especially in light of Rockett's England Reservation filed herein.

ROIDC and CROIDC's contention that continuance of the abatement of this proceeding is not appropriate due to the Fifth Circuit's recent modification of the "made service available" test as applied, has no merit. A rural water association seeking the protections of § 1926(b) must establish "(1) that it is an "association" as defined in § 1926; (2) that the association has an outstanding qualifying federal loan, and (3) that the utility provided or made water service

[9] *Rockett Special Utility District v. Shelly Botkin, et.al.*, U.S. District Court W.D. Texas, Case No. 19-CV-01007-RP.

available." See *Crystal Clear Special Utility Dist. v. Marquez, et al.*, 316 F.Supp.3d 965, 969 (5th Cir.2018) (referring to *El Oso Water Supply Corp. v. City of Karnes City, Texas*, Item SA-10-CA-0819-OLG, 2011 WL 9155609, at *5 (W.D. Tex. Aug. 30, 2011)). The "made service available" element itself has two components: (1) the association must have the legal right to serve and (2) the physical ability to serve. Prior to the recent ruling in *Green Valley Special Utility Dist. v. City of Schertz*, 969 F.3d 460 (5th Cir.2020), an indebted association within the Fifth Circuit met the "made service available" test (both the legal right component and the physical ability component) by having a Certificate of Convenience and Necessity (CCN) for the area. *North Alamo Water Supply Corp. v. City of San Juan*, 90 F.3d 910, 915-916 (5th Cir.1996). *Schertz* overruled the *North Alamo* standard for the physical ability component of the "made service available" test and adopted a version of the "Pipes In The Ground Test" requiring the association have sufficient facilities from which service can be provided within a reasonable time. *Schertz*, 969 F.3d at 477.

ROIDC and CROIDC's argument that the Commission should determine whether an indebted association (Rockett) meets the pipes in the ground test, is unsupported. The "Pipes In The Ground Test" is a matter of federal law—not an issue within the Commission's jurisdiction. This is especially true in light of the England Reservation which Rockett has filed in this docket, reserving its right to have these questions of federal law resolved within federal court.

As discussed above, the Report and Recommendation of the Magistrate Judge is under de novo review by the U.S. District Court Judge, and has no force or effect. Indeed, the Magistrate Judge's Report and Recommendation does not address the preemption issue, which is the issue which resulted in the abatement of this proceeding in the first place.

C. THE COMMISSION CANNOT GRANT DECERTIFICATION UNDER A STATUTE WHICH HAS BEEN DECLARED VOID

On August 19, 2019, CROIDC filed the Petition for Decertification under the provisions of Texas State law that provides the Commission must grant decertification without regards to whether the certificate holder is a borrower under a federal program.

Several months earlier, on March 27, 2019, the U.S. District Court, W.D. Texas entered the following judgment against the Commissioners and ordered:

"The Court **ORDERS AND DECLARES**:

> (1) PUC Officials' Final Order of September 28, 2016, in the matter titled Tex. Pub. Util. Comm'n, *Petition of Las Colinas San Marcos Phase ILLC*, Docket No. 46148 **was entered in violation of 7 U.S.C. § 1926(b) and is void**.
>
> (2) **7 U.S.C. § 1926 preempts and voids** the following section of Tex. Water Code § 13.254(a-6): "The utility commission may not deny a petition received under Subsection (a-5) based on the facts that a certificate holder is a borrower under a federal loan program."
> (3) To the extent that Tex. Water Code § 13.254(a-5) directs PUC Officials to grant a petition for decertification that meets the requirements of that provision without regard to whether the utility holding the certification if federally indebted and otherwise entitled to the protections of 7 U.S.C. § 1926(b), **the statute is preempted and is void**.
>
> **IT IS FURTHER ORDERED** that the PUC, its officers, employees, and agents **are permanently enjoined** from enforcing in any manner, the order of September 28, 2016, in the matter titled Tex. Pub. Util. Comm'n, Petition of Las Colinas San Marcos Phase ILLC, Docket No. 46148 (Final Order)."

Crystal Clear Special Util. Dist. v. Walker, No. 1:17-CV-254-LY, 2019 WL 2453777, at *2 (W.D. Tex. Mar. 27, 2019). (Emphasis added.)

Prior to the above judgment against the Commissioners and declaring Tex. Water Code §§ 13.254(a-5) and (a-6) void (relative to entities that enjoy the protection of 1926(b)) the Commissioners suggested that they had no choice but to follow state law despite that law being directly contradictory to federal law. U.S. Magistrate Judge Andrew Austin (Western District) stated in this recommendation to the Court:

> "Thus, regardless of whether § 13.254(a-5) explicitly directs the PUC to consider the provisions of 7 U.S.C. § 1926(b), the PUC has no choice in the matter, as the

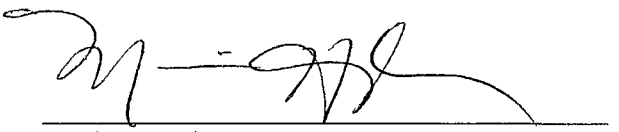
> Constitution compels it to consider that applicable federal law. The fact that the PUC suggests otherwise is troubling. Generally, a court should be as circumscribed as possible when it determines the scope of a ruling invalidating a statute, and this is particularly true when there are both separation of powers and federalism issues implicated, as there are here. **But the PUC Officials' suggestion that they have no choice but to follow state law even in the face of a directly contrary federal law – despite the fact that the agency has a general counsel and a staff full of attorneys** – supports Crystal Clear's argument that the Court should go further than simply enjoining enforcement of § 13.254(a-6). Accordingly, the Court has added in its recommended relief, a declaration regarding § 13.254(a-5) as well."

Crystal Clear Spec. Util. Dist. v. Walker, No. A-17-CV-00254-LY, 2018 WL 6242370, at *4 (W.D. Tex. Non29,2018), report and recommendation adopted as modified sub nom. *Crystal Clear Special Util. Dist. v. Walker*, No. 1:17-CV-254-LY, 2019 WL 2453777 (W.D. Tex. Mar.27,2019). (Emphasis added.)

CONCLUSION

Based upon the above the Commission should deny the Third Motion to Lift Abatement and continue abatement of these proceeding pending resolution of the federal issues in federal court.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I certify that a true and correct copy of this document was served on the following parties of record on October 12, 2020, via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.

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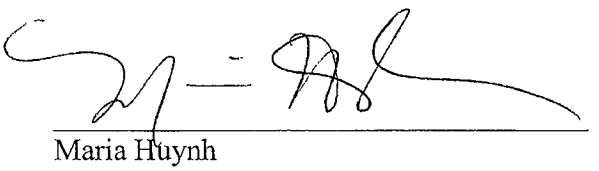

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