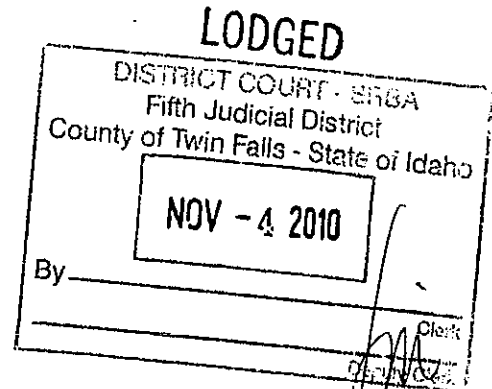


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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

Subcase Nos: 34-2459, 34-2460, 34-2461,
34-2462, and 34-10925

**MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Isom Acres Limited Partnership, Charles Isom, and Don Isom (collectively, "Isom"), by and through his counsel of record, Robert L. Harris of Holden, Kidwell, Hahn & Crapo, PLLC, hereby submit this *Memorandum in Support of Motion for Summary Judgment*. Isom's motion is made pursuant to Rule 56(c) of the Idaho Rules of Civil Procedure and Rule 6(4)(f) of this Court's Administrative Order 1 ("AO1"). This memorandum is supported by the *Second Affidavit of Attorney Robert L. Harris* in Support of Motion for Summary Judgment, (hereinafter, the "*Second Harris Affidavit*"), which includes documents previously submitted to this court on March 23, 2009 attached to the Affidavit of Attorney Robert L. Harris. For ease of reference, documents relevant to this motion contained in the prior Harris Affidavit will be attached to the *Second Harris Affidavit*.

Additionally, this motion is supported by the *Affidavit of Charles Isom*, and the *Affidavits of Ernest Carlsen* and *James Cefalo* submitted in a separate district court matter, but addressing the issue of reference to canal systems in water rights and the legal effect of that reference.

Isom's motion addresses objections filed by the Big Lost River Irrigation District ("BLRID"), by and through its counsel of record, Kent Fletcher of Fletcher Law Office, and by Doug Schureman, Jim Huelsman, and Tyler Felton (collectively, "Schureman"), by and through their counsel of record, Paul L. Arrington of Barker, Rosholt & Simpson, LLP. For the reasons set forth below, the objections filed by BLRID and Schureman fail as a matter of law, and summary judgment in Isom's favor should be granted.

I. INTRODUCTION AND BACKGROUND

This matter concerns the adjudication of the above subcases that were initially claimed by Willard Bell, a predecessor-in-interest to Isom, in the late 1980s. On October 30, 1990, amended claims were filed by Willard Bell of Crater Farms, Inc. Importantly, the amended claim contained two maps: one map of the water right place of use (near the Arco Airport) and three claimed points of diversion (the Airport Wells), and the second map depicting the location of the Island Wells. This second map depicting the Island wells was not included in the original claim filed by Mr. Bell. *Second Harris Affidavit* at Exhibit A.

Further, in the claim document itself, at item 14 (the "Remarks Section"), it states the following

"Rediversion from Munsey Ditch: NW SE SE, (2 points), Section 2; SW SW NW, (2 points) Section 13.; SE SE NE Section 15; SE NE NE Section 22; SE NW SW Section 23; Township 3 North, Range 26 East."

Second Harris Affidavit at Exhibit A. The submission of this second map and the statement in the remarks section indicates that Mr. Bell claimed the Island Wells as authorized points of diversion under this water right. Unfortunately, for reasons not evident in the file, the legal descriptions for the Island Wells were not included on the first page of the amended claim (where the legal written legal descriptions are to be listed) as they apparently should have been based upon the included maps.

Incorrect partial decrees for the above subcases were eventually issued on December 16, 1997. They were also later amended for other reasons in 2001 as necessitated by the case of *A&B Irrigation Dist. v.; Idaho Conservation League*, 131 Idaho 411, 423, 958 P.2d 568, 580 (1998). *Second Harris Affidavit* at Exhibit B.

Unfortunately, the initial partial decrees did not include the Island wells as authorized points of diversion for Water Right Nos. 34-2459, 34-2460, 34-2461, 34-2462, and 34-10925, which was the intent of the amended claims filed by Willard Bell. The historical practices of Mr. Bell, and continued by Isom deserve additional explanation.

Water Right Nos. 34-2459, 34-2460, 34-2461, 34-2462, and 34-10925 share two common points of diversion which are located in the SWSENE and the SENESE, both in Section 2, T3N., R26E. These wells are commonly referred to as the "Airport Wells". Water Right No. 34-7037 is diverted through two wells found in the NESENE of Section 3, T4N., R26E., and the SENESE of Section 34, T5N., R26E. These wells are commonly referred to as the "Island Wells", and these wells divert into the Island Canal, and then into the Munsey Canal, to be delivered to the same place of use as water from the Airport wells are delivered. Historically, the Island Wells diverted more than their licensed 12 cfs to service the 1980 acre place of use.

Because of the error in the initial partial decrees, the lessee of the Isom property, Mitchell Sorensen, filed a *Motion to Set Aside Partial Decrees Pursuant to I.R.C.P. 60(a)*. The court

eventually granted the motion based upon the argument and evidence submitted which demonstrated a meritorious position. That evidence demonstrated that the historic practice of Isom's predecessor-in-interest, Willard Bell, is that the wells were used interchangeably depending on the time of the year to divert the entirety of Mr. Isom's 24.5 cfs of ground water authorized under the above rights. The Island Wells were drilled in 1982. See Well Driller's Report attached as Exhibit C to the *Second Harris Affidavit*.

The Island Wells were designed to divert the full 24.5 cfs of ground water rights owned by Bell, and now owned by Isom. In the license for Water Right No. 34-7037, a copy of which is attached to the *Second Harris Affidavit* at Exhibit D, it specifically states that the Island Wells have a diversion capacity of 24.66 cfs, which is enough to divert 34-7037 (12 cfs) plus the additional 12.5 cfs under the other Isom water rights, for a total of 24.5 cfs.

The historic practice has been such that when the Airport wells are not producing sufficient amounts of water, the entirety of the Isom rights were diverted from the Island Wells. This practice was undertaken previous to 1987, and therefore, qualified the water rights at issue for an accomplished transfer. Additionally, even under the prior incorrect partial decrees, all of the above-referenced water rights shared a common place of use of 1980 acres, and further, shared a combined annual diversion volume limitation of 8441.5 acre-feet. It follows that the rights should likewise all share the same points of diversion and combined diversion rate.

Based upon this information, IDWR issued *Amended Director's Reports* on December 8, 2009 for the above subcases, which changed the partial decrees to allow for the interchanged use of the Airport and Island Wells. However, the amended partial decrees also contained additional conditions and/or clarifying language limiting volumes diverted pursuant to various rights, and importantly included the following remark to protect against injury to other water rights:

Pursuant to a call, in times of scarcity, the diversion of water under this right from the two wells in T05N R26E S34 SENWSW and T04N R25E S3 NESENW has a priority date of May 18, 1982.

Second Harris Affidavit at Exhibit E. Therefore, to extent a delivery call is filed, existing water rights are protected pursuant to this condition, including water rights owned by Schureman.

Additionally, IDWR included a remark simply indicating that water diverted from the Island Wells is injected into a canal system owned and operated by BLRID. The condition reads as follows:

Groundwater diverted from the points of diversion in T05N 26E S34 SENWSW and T04N R26E S3 NESENW is comingled with the Island Canal then injected into the Big Lost River at the point of injection and rediverted into the Munsey Canal at the point of rediversion.

Second Harris Affidavit at Exhibit E. Overall, Isom was satisfied with the changes made to the partial decrees.

Lastly, IDWR also took the opportunity to add volume limitations to the individual water rights, which is now standard IDWR practice, but was not at the time of issuance of the initial partial decree.

After the *Amended Director's Report* was issued, objections were subsequently filed by BLRID to the quantity of the water rights, the point of diversion, the place of use, and for other easement-related issues, specifically that "there is no transport agreement in place with the Big Lost River Irrigation District for this right," and that "[i]f the water right makes reference to transportation of water through the Big Lost River Irrigation District facilities, it must state that it is subject to the permission, rules and regulations of the Big Lost River Irrigation District."

Objections were also filed by Schureman, alleging that the diversion rate was inaccurate, that the acre-feet limitation of 8441.5 acre-feet was unjustified, and should be limited to 6930 acre-feet,

and that IDWR should perform an “injury analysis” as to inclusion of the Island Wells in the above subcases.

For the reasons set forth below, the objections made by BLRID and Schureman should be disposed of as a matter of law pursuant to an order of summary judgment.

II. ARGUMENT.

A. Summary Judgment Standard.

Summary judgment is appropriate when “the pleadings, depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.”¹ When a jury trial has been demanded, disputed facts are to be construed in favor of the non-moving party, and all reasonable inferences that can be drawn from the record are drawn in favor of the non-moving party. Without a demand for a jury trial, however, the court may construe facts differently:

[I]f an action will be tried before the court without a jury, the judge is not constrained to draw inferences in favor of the party opposing a motion for summary judgment. Rather, the judge is free to arrive at the most probable inferences to be drawn from uncontroverted evidentiary facts.²

Further, the non-moving party must submit more than just conclusory assertions in response to a motion for summary judgment. In other words, “[a] mere scintilla of evidence or only slight doubt is not sufficient to create a genuine issue of material fact.”³

¹Idaho Rule of Civil Procedure 56(c).

²*Loomis v. City of Hailey*, 119 Idaho 434, 437, 807 P.2d 1272, 1275 (1991); *Blackmon v. Zufelt*, 108 Idaho 469, 470, 700 P.2d 91, 92 (Ct. App. 1985) (citing *Riverside Development Co. v. Ritchie*, 103 Idaho 515, 519, 650 P.2d 657, 661 (1982)).

³*Samuel v. Hepworth, Nungester & Lezamiz, Inc.*, 134 Idaho 84, 87, 996 P.2d 303, 306 (2000).

B. BLRID's and Schureman's objections relative to diversion volume limitations are barred by *res judicata* and/or collateral estoppel because these elements of the above subcases remain unchanged from the initial partial decrees of the above subcases, and were not objected to previously.

As set forth above, BLRID and Schureman objected to the volume quantity and place of use descriptions of the above-subcases contained in the Amended Director's Report, yet the combined volume quantity and place of use elements of these subcases did not change in the *Amended Director's Report* from the prior partial decrees. A copy of the original partial decree for Water Right No. 34-2459 and the amended partial decree for the same water right are attached to the *Second Harris Affidavit* at Exhibits B and E respectively.

BLRID and Schureman had the opportunity to object to these elements prior to the issuance of the original partial decrees, but did not. Therefore, the objections now filed to the *Amended Director's Report* for these water rights as to the unchanged elements amount to a second bite at the apple, which should not be permitted pursuant to the doctrine of *res judicata* and/or collateral estoppel.

Regarding *res judicata*, the Idaho Supreme Court has held that *res judicata*, or claim preclusion, has "three requirements: (1) same parties; (2) same claim; and (3) final judgment."⁴ For collateral estoppel, or issue preclusion, five factors must be met to bar relitigation of an issue decided in an earlier proceeding:

- (1) the party against whom the earlier decision was asserted had a full and fair opportunity to litigate the issue decided in the earlier case;
- (2) the issue decided in the prior litigation was identical to the issue presented in the present action;
- (3) the issue sought to be precluded was actually decided in the prior litigation;
- (4) there was

⁴*Andrus v. Nicholson*, 145 Idaho 774, 777-78, 186 P.3d 630, 633-34 (2008) (citations omitted).

a final judgment on the merits in the prior litigation; and (5) the party against whom the issue is asserted was a party or in privity with a party to the litigation.⁵

As to *res judicata*, as water users that were necessarily part of the SRBA, BLRID and Schureman are parties to the SRBA litigation process, and therefore meet the first requirement under *res judicata*. Secondly, the elements of the water right previously unobjected to are now objected to by BLRID and Schureman, and involve the same claims for the Isom water rights. The second element of *res judicata* is therefore met. Thirdly, there was a final judgment as the elements of the water right as evidenced by the initial partial decree set forth as Exhibit B to the *Second Harris Affidavit*. Consequently, the third element of *res judicata* is likewise met. With these three elements met, BLRID and Schureman are barred by *res judicata* from asserting objections to the 1980 acre place of use and the volume limitation of 8441.5 acre-feet per year. BLRID and Schureman should not be entitled to a second bite of the apple as to these elements.

Regarding collateral estoppel, (1) BLRID and Schureman had a full and fair opportunity to litigate the elements of the Isom's water rights, (2) the issue relative to these elements is exactly the same as previously determined, (3) the issue of place of use and volume limitation was actually decided previously, (4) there was a final judgment—a partial decree—issued on the merits of the claim as to these elements which remain unchanged with the amended partial decrees, and (5) BLRID and Schureman were parties to the SRBA litigation. Therefore, similar to *res judicata*, BLRID and Schureman are likewise barred by collateral estoppel on this issue.

⁵*Waller v. State, Dept. of Health and Welfare*, 192 P.3d 1058, 1062 (2008).

- C. To the extent the place of use element remain subject to a second bite of the apple, it is undisputed that the above subcases were licensed with the 1980 acre place of use, and there is no dispute of fact as to their historic place of use.**

To the extent the place of use issue can be revisited, attached as Exhibits D and F to the *Second Harris Affidavit* are licenses for Water Right Nos. 34-7037 and 34-7138 that show the previously issued licenses for these water rights have a place of use of 1980 acres. The state-issued licenses serve as *prima facie* evidence of the water right place of use, and there has been no evidence presented otherwise that the 1980 licensed acres have subsequently been administratively reduced or forfeited. Therefore, as a matter of law, the place of use objections made by BLRID are without merit, and summary judgment in Isom's favor is appropriate.

- D. To the extent the volume limitation element remains subject to a second bite of the apple, it is undisputed that the volume remains the same as the prior partial decree, which was apparently calculated by adding additional volume to the licensed diversion volume to allow for conveyance losses through the BLRID canal system.**

It is undisputed that IDWR licensed the above subcases such that in combination, they are allowed 3.5 acre-feet per acre—based on an IDWR standard—for a total of 6930 acre-feet. The original and amended partial decrees have increased this amount to 8441.5 acre-feet to account for the conveyance losses suffered by Isom through the BLRID system, which is used for approximately 8 miles before reaching Isom's place of use. See *Harris Affidavit* at Exhibit I (showing location of Island wells and Isom place of use). Per acre, this means that the Isom's have been allocated approximately 4.26 acre-feet per acre, a reasonable amount given the over 8-mile trip the Isom water must make through the BLRID system before arriving at the authorized place of use.

Neither BLRID nor Schureman have presented evidence that the additional amount of acre-feet is unjustified under the circumstances. Conveyance losses are a consideration made by IDWR

in their SRBA recommendations when determining appropriate rates and volume allocations. For this reason, summary judgment in Isom's favor is appropriate.

- E. Issues raised by BLRID relative to easement matters or canal usage are not elements of a water right subject to the SRBA, and therefore, should be disregarded as a matter of law.**

BLRID has objected to the above subcases on easement-based grounds, asserting that "there is no transport agreement in place with the Big Lost River Irrigation District for this right," and that "[i]f the water right makes reference to transportation of water through the Big Lost River Irrigation District facilities, it must state that it is subject to the permission, rules and regulations of the Big Lost River Irrigation District." These matters are property rights issues, separate and apart from the adjudication of these water rights. Therefore, a simple reference to the delivery system is informational only, and does not purport to grant an easement or right-of-way or other authorization for use of the canal to the water right holder. The existence or nonexistence of a transport agreement is not an issue that needs to be addressed in the Isom amended partial decrees. BLRID's objection in this regard should therefore be disposed of as a matter of law.

The Idaho Supreme Court has held that "[a]lthough a ditch easement typically concerns the conveyance of water, it is 'a property right apart from and independent of' questions of water rights. *Beach Lateral Water Users Ass'n v. Harrison*, 142 Idaho 600, 130 P.3d 1138 (2006) (quoting *Savage Lateral Ditch Water Users Assoc. v. Pulley*, 125 Idaho 237, 242, 869 P.2d 554, 559 (1993)). Nevertheless, despite this clear state of Idaho law, BLRID attempt to inject easement matters into a water rights matters.

In order to understand the misguided nature of Defendants' arguments, brief background on two matters must be addressed: (1) The water rights permitting process, and (2) the elements addressed in the SRBA.

First, the water rights permitting process is set forth in Chapter 2 of Title 42 of the Idaho Code. In a nutshell, one desiring a water right submits an application for water right permit to IDWR. The application for permit is a standard form prepared by IDWR, and contains blanks for elements of the water right, but also contains blanks for additional information helpful to IDWR, including narrative forms to explain your proposal. Generally speaking, this will include reference to the type of project in greater detail, and generally includes descriptions of the water use and delivery system. After passing an initial review from IDWR, the application for permit is advertised to determine if anyone objects to the water right. Idaho Code § 42-203A. If no one objects, or if objections are resolved through negotiation or formal hearing, then IDWR will issue a permit to allow development of the water right. The permit will establish a time period within which the permit holder must “prove up” his water right by submitting “proof of beneficial use.” Idaho Code § 42-217. Once proof of beneficial use is reviewed, and a field exam performed to confirm the beneficial use, IDWR will issue a water right license confirming development of the water right. Idaho Code § 42-219.

Secondly, as this court is aware, the process for filing claims in the SRBA for water rights is set forth in Chapter 14 of Title 42. Once a claim is investigated by IDWR, recommended to the court with elements of the water right set forth in a “Director’s Report” (Idaho Code § 42-1411), the final step is issuance of a “partial decree,” which is a final order from the SRBA court for one water right, complete with a Rule 54(b) certificate. Idaho Code § 42-1412. Eventually, all of the single partial decrees, along with general provisions, will be combined into a final decree. Idaho Code § 42-1412 (8). A partial decree is final evidence of the elements of a water right.

In a district court case in which Isom’s counsel is involved, Ernest Carlsen, formerly of IDWR, and James Cefalo, currently employed by IDWR, submitted affidavit testimony regarding

the language included in a water right that references delivery through a canal. As explained in the Carlsen Affidavit, the partial decree elements are set forth at Idaho Code § 42-1411, and include “the water right owner, the source of water, the quantity of water (which can be described in both a diversion rate and a volume, or both), the priority date, the legal description of the point of diversion, the purpose of use of the water, the season (or period) of use within which a water right can be exercised, the legal description of the place of use, conditions on the exercise of the water right, and remarks that may clarify one of the above water right elements.” Carlsen Affidavit ¶ 10. Idaho Code § 42-1411 does not state that a conveyance system is an element of a water right. Succinctly put, In the words of long-time IDWR employee Ernest Carlsen, “[t]he delivery system (i.e., a canal or pipeline) is not an element of the water right.” Carlsen Affidavit ¶ 12. Mr. Carlsen’s affidavit was confirmed as the current policy of IDWR by Mr. Cefalo.

With the above background in mind, BLRID is wrong to presume that reference to a canal system grants property rights in that canal system to the water right holder. As clearly stated by the Supreme Court, they are separate issues. As explained by Mr. Carlsen, the reference to the delivery system is to aid the water master in delivering water, but inclusion of this language does not mandate that it be delivered through the referenced system. Otherwise, IDWR would be in the business of granting easements and rights-of-way, which they do not have authority to do. To the extent changes in the delivery system are made, the water user is to notify the water master to ensure accurate measuring and accounting of water.

In short, reference to a canal system does not make the canal system an element of Plaintiff’s water rights. Insisting on additional conditions relative to easement issues is not something that should be included in the amended partial decrees because they are not elements of the water right. Clearly, Isom acknowledges that they would need to secure such authorization prior to use of the

canal, and therefore, as a practical matter, it must be addressed. However, it is not necessary to include reference to this fact in the water right itself, and therefore, this basis for objection must be disregarded.

Isom also notes that there are many water rights delivered through the BLRID system, and to the best of Isom's knowledge, the proposed BLRID condition has not been imposed or suggested relative to those water rights. We are therefore unclear why the proposed reference is being made as to these subcases only. Isom is in a dispute with BLRID over BLRID's transport agreements, but this dispute does not implicate water rights matters, and we can therefore only presume that BLRID—who only holds storage water rights—has injected itself into these subcases due to the transport agreement disputes. Those issues will be dealt with in a separate forum, but as to the SRBA, are not issues that need to be addressed. Therefore, Isom is entitled to judgment as a matter of law as to these issues.

G. There is no dispute of fact that the Island Wells have the capacity to divert water pursuant to all of the above subcases, that the wells have been used in this fashion prior to 1987, and even BLRID documents demonstrate that at least 20 cfs were carried through the BLRID system from the Island Wells. Isom is therefore entitled to judgment as a matter of law as to these issues.

The Island Wells were drilled in 1982. See Well Driller's Report attached as Exhibit C to the *Second Harris Affidavit*. Since that time, to the best of the Isom's knowledge, the historic practice of Isom's predecessor-in-interest, Willard Bell, is that the wells were used interchangeably depending on the time of the year to divert the entirety of Mr. Isom's 24.5 cfs of ground water authorized under the above rights. See *Isom Affidavit*.

As shown on the license for Water Right No. 34-7037, the Island Wells have a capacity to divert 24.66 cfs (which was measured at the field exam performed 1985), and therefore, the accomplished transfer happened based on the physical capacity of the diversion system.

Additionally, the historic practice is also demonstrated by the existence of a transport agreement between Mr. Bell and BLRID, which increased the amount allowed for transport through the BLRID system from 12 cfs (600 inches) to 1000 inches (20 cfs). At a minimum, therefore, based on this transport agreement, the two Island Wells should be decreed such that they can divert, in combination with all other rights, at least 20 cfs. *Second Harris Affidavit* at Exhibit G.

Based on the evidence contained in the Isom Affidavit, the license of Water Right No. 34-7037, and the BLRID transport agreement, it is undisputed that the accomplished transfer occurred. Isom is aware of any evidence to the contrary possessed by BLRID or Schureman, and therefore, the matter can be determined as a matter of law.

F. Schureman's request for an injury analysis from IDWR as a basis for their objections is an attempt to circumvent the SRBA process in this matter, and should therefore be disregarded.

As part of Schureman's objection, they request that an injury analysis be performed by IDWR relative to the accomplished transfer. It is unclear whether this is an injury analysis to be performed pursuant to a delivery call or pursuant to the accomplished transfer statute, Idaho Code § 42-1425(2)(a). Obviously, the SRBA is not the appropriate forum for a delivery call, and to the extent the request for an injury analysis is pursuant to such a delivery call, it should be disregarded.

Likewise, to the extent the request is made pursuant to Idaho Code § 42-1425(2)(a), Isom submits that as a matter of law, such an analysis should not be undertaken. Counsel for Isom was involved with another set of subcases in Basin 74 (the Carmen Creek subcases) before Special Master Dolan, and requested a similar injury analysis from IDWR. The request was objected to by Barker, Rosholt & Simpson, counsel for the opposing water users. Ultimately, the request was denied, and Special Master Dolan reasoned that "[a] remand of the subcases to the Director would give the Burnses two "bites at the apple" and allow them to gather more information plus better

prepare for eventual trial. But there is no doubt that a remand would delay final resolution when nothing in I.C. § 42-1425(2)(a) 'mandates' such process. . . In these subcases, there is conflicting evidence that can be determined only through a full trial and there is no suggestion that the Director is the proper trier of such qualifying fact." *Second Harris Affidavit* at Exhibit H. Special Master Dolan went further to state that "IDWR determined that there was a transfer--presumably without injury to other water rights or enlargement of the original right--and now the SRBA Court will examine all the facts . . . " *Id.* Thus, based on this precedent, an injury analysis at this stage as requested by Schureman is not appropriate.

Furthermore, IDWR has already protected Schureman by including a new condition which protects water users against the very injury Schureman alleges:

Pursuant to a call, in times of scarcity, the diversion of water under this right from the two wells in T05N R26E S34 SENWSW and T04N R25E S3 NESENW has a priority date of May 18, 1982.

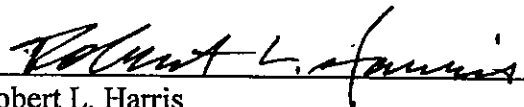
Therefore, to extent a delivery call is filed, existing water rights are protected, including those of Schureman.

In short, as a matter of law, no injury analysis needs to be performed based on existing SRBA precedent, and furthermore, the inclusion of the above language provides Schureman with the protection they desire. For these reasons, this portion of Schureman's objection should be addressed as a matter of law, with an order of summary judgment in favor of Isom on this issue.

III. CONCLUSION

For the reasons set forth above, summary judgment in favor of Isom as to BLRID's and Schureman's objections should be granted.

Dated this 3rd day of November, 2010.


Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC

CERTIFICATE OF MAILING

I certify that on this 3rd day of November, 2010, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
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Twin Falls, ID 83303-2707

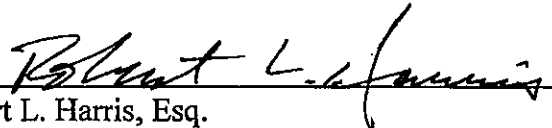
2. Copies to:

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