

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

Katie Kunnert

JANET JARRATT, JOE R. BACA,
MARGARET CORDOVA WRIGHT, *et al.*,

Petitioners,

v.

THE MIDDLE RIO GRANDE CONSERVANCY
DISTRICT,

Respondent.

No. D-202-CV-2012-08893

**RESPONDENT MRGCD'S REPLY IN SUPPORT OF
MOTION TO DISMISS PURSUANT TO RULE 1-012(B) NMRA**

Respondent Middle Rio Grande Conservancy District ("MRGCD"), by and through its attorneys of record, Law & Resource Planning Associates, P.C., hereby respectfully submits this Reply in support of its Motion requesting that this Court Dismiss Petitioners' Verified Petition for a Writ of Mandamus pursuant to Rule 1-012(B), and, as grounds therefore, the MRGCD states that the action should be dismissed because, while Petitioners now admit serving the MRGCD with a copy of the Petition, they now concede that such service does not confer jurisdiction over the MRGCD. Furthermore, even if jurisdiction had been conferred, the Petition does not state a claim for which mandamus relief can be granted as all actions complained of are within the discretion of the MRGCD.

ARGUMENT

I. BECAUSE THE ACTION IS CONCEDED TO HAVE BEEN FILED IN THE CONSERVANCY COURT, VENUE IS PROPER.

In accordance with NMSA 1978, § 73-14-4, the Conservancy Court, not the District Court, has "original and exclusive jurisdiction" over matters involving the operation of the

MRGCD. Petitioners have now clarified that this case is docketed in front of Judge Shannon Bacon, who is designated as the Conservancy Court Judge for the Second Judicial District. Response at 1. Because this representation appears to be correct, the MRGCD concedes venue is proper.

II. BECAUSE, AS PETITIONERS NOW CONCEDE, SERVICE OF THE PETITION DOES NOT CONFER JURISDICTION ON THIS COURT, THE PETITION MUST BE DISMISSED.

Petitioners continue to misconstrue the narrow procedural constraints of writ pleading under New Mexico statutes. New Mexico statutes direct petitioners, if they wish relief in mandamus, to file a petition with the court seeking the issuance of the writ. *See* NMSA 1978, §§ 44-2-1 through 44-2-14. The petition itself is nothing more than a request that the court determine whether it will exercise jurisdiction by issuing the writ. The issuance of the writ is not automatic; the court will only exercise jurisdiction if it determines the requirements for issuance of a writ have been met. The most fundamental requirement is that the action sought to be compelled by the writ is non-discretionary. If the court determines it is not appropriate to issue the Alternative Writ because the petition seeks to control discretion, it can dismiss the petition, or, it can also take no action.¹ NMSA 1978, § 44-2-7 (1884).

Most importantly for purposes of this Motion, the Court assumes jurisdiction over Respondent only if the Court issues the Alternative Writ and only upon service of the Alternative Writ on the Respondent.² NMSA 1978, § 44-2-9; *State ex rel. Burg v. City of Albuquerque*, 31 N.M. 576, 249 P. 242 (1926); *Laumbauch v. Board of County Com'rs of San Miguel County*, 60 N.M. 226, 232, 290 P.2d 1067, 1070 (1955).

¹ The court may also issue a peremptory writ, but as issuance of such is without notice and hearing, due process considerations are implicated. *See, e.g., Montoya v. Blackhurst*, 84 N.M. 91, 93 500 P.2d 176, 178 (1972).

² The statute refers to the parties as Plaintiff and Defendant, so they are mislabeled in this case.

In this case, Petitioners served their Petition upon Respondent and requested a return of service, expressly asserting the Court's jurisdiction over the MRGCD solely on the basis of the service of the Petition. Indeed, Petitioners filed a Notice of Acceptance of Service via Email and Completion of Service on October 5, 2012, attached hereto as Exhibit "A". In their Response, Petitioners correctly admit that this Court has no jurisdiction over the MRGCD. Response at 2. The purpose of service of process is to inform a respondent of a court's exercise of jurisdiction over them, "and to afford a reasonable opportunity to appear" and respond. Rule 1-004(E) NMRA. Where, as here, proper service has not been made, and an answer is neither warranted nor could one be filed because the Alternative Writ has not been issued, and where the Petitioners admit there is no jurisdiction, the attempted service of process is a nullity, and the action must be dismissed. *State ex rel. Clinton Realty Co. v. Scarborough*, 78 N.M. 132, 134, 429 P.2d 330, 332 (1967) (holding that where a pleading is not properly served there is no jurisdiction over the Defendant).

Oddly, Petitioners now contend that they served the Petition upon the MRGCD as "a courtesy". Response at 2. As evidence of this, Petitioners point out that they did not include a summons. The status of receiving a pleading as a "courtesy" is not a legal one. And, in any event, the mandamus statute controls and does not require service of a summons.³ NMSA 1978, § 44-2-11.

Petitioners argue that the mandamus statute⁴ precludes filing of motions pursuant to the New Mexico Rules of Civil Procedure as specifically authorized in Rule 1-012. Response at 2. Petitioners rely on the fact that the only *pleadings* allowed in a mandamus action are the Writ and the Answer. NMSA 1978, § 44-2-11 (1884). Petitioners' view is specifically contradicted

³ See also Rule 1-001(B)(3) NMRA (confirming that writs are served without a summons).

⁴ NMSA 1978, §§ 44-2-1 to 44-2-14 (1884).

by the New Mexico Rules of Civil Procedure. The Rules draw a distinction between “Pleadings” and “Motions.” “Pleadings” are described specifically by Rule 1-007(A) NMRA. In contrast, “Motions,” which are not “Pleadings,” are defined and described in Rule 1-007(B) NMRA. The mandamus statute does not preclude the filing of motions; indeed motions are not mentioned. And, more significantly, Rule 1-012(B) NMRA specifically permits the filing of jurisdictional motions prior to the filing of an answer, exactly as has occurred here. Thus, there is no merit in the argument that a motion to dismiss is not allowed by the mandamus statute.

Of course, even if the Rules did not authorize the filing of the motion, all courts have jurisdiction to determine their own jurisdiction. *Bell v. Hood*, 327 U.S. 678, 682, 66 S.Ct. 773, 776-777 (1946). The argument that a Court is powerless to determine in advance whether it has jurisdiction to issue a writ of mandamus is frivolous and inconsistent with principles of judicial efficiency. That is precisely what Petitioners argue here.

Because Petitioners concede there is no jurisdiction, having failed to follow proper statutory procedural provisions and by improperly serving their Petition upon the MRGCD, and because the Motion to Dismiss is authorized by the New Mexico Rules of Civil Procedure, the Petition must be dismissed.

III. MANDAMUS DOES NOT LIE TO CORRECT AN ABUSE OF DISCRETION BY A POLITICAL BODY. THE PETITION IN THIS CASE CITES NO STATUTES THAT LIMIT THE DISCRETION OF THE MRGCD BOARD.

While, as noted above, the MRGCD waives no procedural defenses by responding to the allegations of the Petition, on its face, the Petition must be dismissed for failure to state a claim upon which the requested relief of mandamus can be granted.

Petitioners misunderstand the narrow function of mandamus. The Writ cannot issue to challenge the wisdom of the exercise of a discretionary power. *Brantley Farms v. Carlsbad Irr.*

Dist., 1998-NMCA-23, ¶¶ 22-23, 954 P.2d 763, 770-771. Nor is it designed to reverse what is alleged to have been an improper exercise of discretion. *Id.* It can only issue if the legislature carefully precluded the exercise of discretion by the public official. *State ex rel. Shell Western E & P, Inc. v. Chavez*, 2002-NMCA-005, ¶¶ 10-12, 38 P.3d 886, 889-890. If a statute confers discretion on a public official to act, then mandamus will not lie. *Id.* at ¶ 22, 954 P.2d at 770. Petitioners are not seeking to enforce a non-discretionary duty; rather, they are asking for a ruling that the MRGCD abused its discretion when their elected public officials failed to take the actions they want.

While abuses of discretion may be reviewed by appeal or by declaratory judgment, they cannot be reviewed by mandamus. The Legislature unequivocally conferred the power on the MRGCD to distribute irrigation waters in the manner the Board of Directors (“Board”) determines to be “reasonable and proper.” NMSA 1978, § 73-14-50 (1951). Thus, requiring sharing of shortages rather than strictly enforcing priorities (and thereby pitting neighbor against neighbor) was an exercise of that discretion. The legislature granted the Board the power to “make a determination of all rights, property, easements or other interests in the waters, or the watercourses.” NMSA 1978, § 73-14-47(D) (1927). Whether the Board chooses to exercise this power and make such a determination of rights is also discretionary. Finally, the Board is authorized to “protect the water rights of the lands and landowners of the district.” NMSA 1978, § 73-14-47(B) (1927). Thus, when and how the Board evaluates the effects of surface diversions on MRGCD property is also a matter of discretion. Simply put, this is litigation challenging alleged abuses of discretion by the MRGCD clothed improperly as a request for a writ of mandamus. For this reason, the Petition must be dismissed.

The case law on this issue is legion. A writ of mandamus can only issue to “compel the performance of an act” that is non-discretionary. NMSA 1978, § 44-2-11. “Mandamus lies only to compel a public officer to perform an affirmative act where, on a given state of facts, the public officer has a clear legal duty to perform the act and there is no other plain, speedy, and adequate remedy in the ordinary course of the law.” *Mimbres Valley Irrigation Co. v. Salopek*, 2006 NMCA 93, ¶ 11, 140 P.3d 1117, 1120. The writ applies only to ministerial duties, and it will not lie when the matter has been entrusted to the judgment or discretion of the public officer. *El Dorado at Santa Fe, Inc. v. Bd. of County Comm’rs*, 89 N.M. 313, 316-17, 551 P.2d 1360, 1363-64 (1976).

In the present matter, the distribution of irrigation waters is committed to the pure discretion of the MRGCD Board on the face of the statute itself:

All conservancy districts heretofore organized under the laws of New Mexico, and all such districts hereafter to be organized, are specifically empowered to make such proper and necessary distribution and allocation of the waters available for irrigation within such districts as the boards of directors thereof, in consultation with the chief engineer of such districts, *shall determine to be reasonable and proper*. The method and manner of distribution and allocation may be altered and changed as often as is deemed requisite.

NMSA 1978, § 73-14-50 (1951) (emphasis added). A process deferring more to the discretion of the Board could hardly be drafted. Indeed, the Legislature anticipated the issue of discretion this case raises and specifically addressed it. It concluded that it “deems it of manifest importance that conservancy districts have the unquestioned power to make such distribution and allocation of irrigation waters.” NMSA 1978, § 73-14-49 (1951). As the New Mexico Supreme Court observed in *Middle Rio Grande Conservancy District v. Chavez*, 44 N.M. 240, 101 P.2d 190, 194 (1940):

All water rights of the individual remain undisturbed; but the administration of these rights, so far as the impounding, diversion, carrying and delivering of so much water for irrigation as any land owner under the project is by prior established right entitled to receive, has now been placed in the hands of this new and superior authority, plaintiff District.

The legislature thought it wise to provide the machinery found in the Conservancy Act. Thus operating, the land owners of the district must of necessity surrender the superior right of control of the distributing system.

Id. Our Court of Appeals found further “support in the law for the discretionary nature of the Board’s duty to distribute and allocate water” in analyzing a very similar statute, NMSA 1978, § 73-10-16 (1921), which contains provisions very similar to those of the Conservancy Act. *Brantley Farms* at ¶ 24, 954 P.2d at 771.

Finally, Petitioners contend the MRGCD’s Motion to Dismiss is deficient in that it “only addresses one of the claims entered by Petitioners in their Writ.” Response at 3. Leaving aside that Petitioners seek relief based upon allegations in their Petition, that no writ has been issued, and that there is no obligation to respond to any of the allegations in the Petition, Petitioners are in error on this issue as well. Each of Petitioners’ claims alleges an abuse of discretion by the MRGCD in carrying out its statutory duty to distribute irrigation waters and to protect those waters while in transit in District works. The extent of the discretion is spelled out above and in the MRGCD’s Motion to Dismiss.

That they argue an abuse of discretion is spelled out in Petitioners’ PRAYER FOR RELIEF. Paragraph 2 of Petitioners’ PRAYER FOR RELIEF alleges that it was an abuse of discretion by the Board to not adopt a policy to allocate water according to priorities, and therefore, the MRGCD should be ordered to reverse its discretionary choice and “cause a

determination to be made of all rights, property easements or other interests in the waters” of the district. Petition at 15. While Petitioners rely on NMSA 1978, § 73-14-47(D), that provision explicitly grants the MRGCD the discretion when, if at all, it might take such action.

At the time of the general appraisal of benefits and damages of the district, or at any subsequent time, *the board may cause a determination to be made of the conditions and extent of the water rights, and water supply and of the watercourses within the district as they were before the improvements of the district were made, or as they existed at any subsequent time, and they may make a determination of all rights, property, easements or other interests in the waters, or the watercourses*

NMSA 1978, § 73-14-47(D) (1927) (emphasis added). Petitioners likewise allege that the MRGCD has abused its discretion in not taking action “to fully evaluate the hydrologic impacts of the ABCWUA San Juan-Chama diversion on its drains and facilities, and to pursue any and all relief allowed by law for any such impacts.” Petition at 16. Although NMSA 1978, § 73-14-47(B), contemplates protection of District waters, the District consists of over 1200 miles of ditches and drains, each of which is affected in different ways by the actions of others. Which actions to address first is, again, a matter of discretion. More specifically, there exists an Agreement between the MRGCD and the ABCWUA addressing the effects of the ABCWUA on the MRGCD. *See Agreement Between the City of Albuquerque and the Middle Rio Grande Conservancy District Resolving Protest to Application No. 4830, attached hereto as Exhibit “B”*. The choice as to the rate and manner of enforcing that MOA, and where to budget resources for this purpose, is a subject matter left to the discretion of the Board. NMSA 1978, § 73-14-48 (1927).

Stripped of the legal window dressing, these are attacks on the political operations of the Board in exercising its discretion as to when and how to take actions. As noted above, and without conceding there is any legal basis to attack these exercises of discretion on the merits,

the remedies, should they exist, are by appeal or through a Declaratory Judgment action, not mandamus. Indeed, given the nature of these political questions, the proper remedy for seeking redress on these issues is the ballot box, not in the courts. *See Baker v. Carr*, 369 U.S. 186, 82 S.Ct. 691 (1962).

CONCLUSION

For the reasons stated above, and as stated within Respondent's Motion to Dismiss Petitioners' Verified Petition for a Writ of Mandamus pursuant to Rule 1-012(B), the Petition must be dismissed because: 1) Petitioners fail to invoke the jurisdiction of this Court due to improper writ pleading; and 2) Petitioners fail to state a claim for which Mandamus relief may be granted.

Respectfully submitted,

LAW & RESOURCE PLANNING ASSOCIATES,
A Professional Corporation

By: 

Charles T. DuMars

Tanya L. Scott

Attorneys at Law

Albuquerque Plaza, 201 Third Street NW, Suite 1750

Albuquerque, NM 87102

(505) 346-0998 / Fax (505) 346-0997

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed to all counsel entitled to notice on this 30th day of October, 2012 as follows:

A. Blair Dunn, Esq.
Martin E. Threet, Esq.
Martin E. Threet and Associates
6605 Uptown Blvd NE, Ste. 280
Albuquerque, NM 87110


Charles T. DuMars

EXHIBIT "A"

CERTIFICATE OF SERVICE

I hereby certify that I have emailed a copy of the foregoing notice to opposing counsel on record on this 5th day of October 2012.

By: /s/ A. Blair Dunn ,
A. Blair Dunn, Esq.

Charles T. DuMars
Law & Resource Planning Associates, P.C.
Post Office Box 27209
Albuquerque, NM 87125
ctd@lrpa-usa.com

**AGREEMENT
BETWEEN THE CITY OF ALBUQUERQUE
AND
THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT
RESOLVING PROTEST TO APPLICATION NO. 4830**

THIS AGREEMENT BETWEEN THE CITY OF ALBUQUERQUE AND THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT ("Agreement") is made this _____ day of June, 2002, between the City of Albuquerque, New Mexico, a political subdivision of the State of New Mexico ("City") and the Middle Rio Grande Conservancy District, a political subdivision of the State of New Mexico ("MRGCD").

RECITALS:

WHEREAS, the City filed Application No. 4830 with the Office of the State Engineer on May 18, 2001, and June 28, 2001, which application is for a permit to divert and fully consume the City's Imported San Juan-Chama Project water from the Rio Grande as set forth in the Colorado River Storage Project Act of April 11, 1956, P.L. 84-485 and the San Juan-Chama Project Act of June 13, 1962, P.L. 87-483 ("San Juan-Chama Project water"), in the manner more fully described in Application No. 4830 and the related Notice of Publication; AND

WHEREAS, MRGCD filed a protest to the City's Application No. 4830 on November 16, 2001; AND

WHEREAS, MRGCD has reviewed Application No. 4830 together with the Albuquerque Water Resources Management Strategy ("AWRMS"), and has analyzed Application No. 4830 with representatives of the City and has agreed to the terms of this settlement document and considers it in the best interests of the ratepayers of the middle Rio Grande valley, and based upon this settlement agreement, has concluded that Application No. 4830 is in the best interest of the City and the middle Rio Grande valley and should be approved; AND

WHEREAS, the City and MRGCD desire to settle MRGCD's protest;

NOW, THEREFORE, IT IS MUTUALLY AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

DEFINITIONS:

1. "Minnow v. Keys" means Case No. CIV 99-1320 JP/RLP -- ACE in United States District Court in Albuquerque.
2. "Consistent with the applicable Biological Opinion" means that if sufficient water, which is not a part of MRGCD supply, is released into the river from Cochiti Dam

EXHIBIT "B"

and if sufficient flows arrive at Isleta Dam to offset evaporation and transpiration losses, then MRGCD will ensure that 50 cfs passes at San Acacia Dam, if required by the then applicable Biological Opinion.

AGREEMENT

1. The City agrees to provide MRGCD with 70,000 acre-feet of San Juan-Chama Project water from its water stored in Abiquiú Reservoir for MRGCD's use and/or storage during the 2002 irrigation season ("2002 Water"). MRGCD agrees that the 2002 Water will not be released until MRGCD's water supply has been exhausted. If MRGCD exhausts the 2002 Water, MRGCD may receive additional water for the 2002 irrigation season because of drought conditions, if negotiated between the parties. If possible, MRGCD may retain or carry over a portion of the 2002 Water at Abiquiú or El Vado Reservoirs for the following year. Under no circumstances will MRGCD retain or carry over water the City provides in 2002 which is in addition to the "2002 Water." Any carryover water is subject to evaporative losses. Water shall be released from water stored in Abiquiú Reservoir and shall not be subject to the jurisdiction of the United States Bureau of Reclamation. Water, when released from Abiquiú Reservoir, shall be applied to beneficial consumptive use within New Mexico in the manner required by the Colorado River Compact, 45 Stat. 1028 (1928), and the Upper Colorado River Compact, 63 Stat. 31 (1949). Water shall be utilized by MRGCD consistent with the applicable Biological Opinion with respect to the Rio Grande Silvery Minnow. The MRGCD will repay the water within fifteen (15) years of the year in which diversions begin for the City's Drinking Water Project. During that fifteen (15) years, repayment will occur under the following conditions: El Vado Reservoir is full; the combination of flows from the Rio Chama and mainstem are in excess of the MRGCD's daily demand; and the MRGCD is not releasing water from storage to meet demands. The City and MRGCD recognize that repayment water may not be available every year and that repayment will be done so as to avoid injury to the farmers of the MRGCD. In the alternative, MRGCD may choose to repay the 2002 Water with MRGCD's San Juan-Chama Project water or through a waiver of offset requirements imposed on the City as a result of effects of pumping of the aquifer by the City wells if such a waiver of offset requirements is approved by the Office of the State Engineer.

2. The City agrees, during times of curtailment of its surface water diversions as set forth in Permit Application No. 4830, to provide MRGCD with City San Juan-Chama Project water in an amount of 20,000 acre-feet in any one year, or more as negotiated by the parties. In exchange, repayment will occur under the following conditions: El Vado Reservoir is full; the combination of flows from the Rio Chama and mainstem are in excess of the MRGCD's daily demand; and the MRGCD is not releasing water from storage to meet demands. The City and MRGCD recognize that repayment water may not be available every year and that repayment will be done so as to avoid injury to the farmers of the MRGCD. However, the MRGCD will provide an equal amount of repayment water to the City for use in a City aquifer recharge program, storage program or other use as required by the City. The MRGCD shall work with the

City of Albuquerque to develop a plan for the method of repayment of the water in this paragraph. In the alternative, MRGCD may choose to repay the obligation in this paragraph with MRGCD's San Juan-Chama Project water or through a waiver of offset requirements imposed on the City of Albuquerque as a result of effects of pumping of the aquifer by the City of Albuquerque wells if such a waiver of offset requirements is approved by the Office of the State Engineer. In years in which the City is providing water to the MRGCD pursuant to this paragraph, the MRGCD will provide for minimum daily flows of 150 cfs in the Albuquerque reach of the Rio Grande as measured at the Central Avenue Bridge ("Albuquerque Gauge"). The MRGCD can provide water to the City before the MRGCD has a repayment obligation. A system of credits in favor of the MRGCD will be maintained within the water balance account. An appropriate accounting and reimbursement procedure will be negotiated between the parties.

3. Subject to applicable permits and regulatory approval, the City agrees to lease MRGCD 50,000 acre-feet of Abiquilú Reservoir storage space, or the amount of such storage space not required by the City in any one year for the City's use, whichever is greater, at a negotiated lease price, for the storage of water held under New Mexico state water law or under the San Juan-Chama Project Act. However, nothing contained in this paragraph shall be construed to alter MRGCD's repayment obligations as set forth in paragraphs 1 and 2 of this Agreement.

4. The City and MRGCD shall complete negotiations on a Joint Powers Agreement by October 31, 2002, providing for a process for developing future river management issues common to both the City and MRGCD, which will mutually benefit both the MRGCD and the City.

5. The City shall support the MRGCD bosque restoration project with public policy statements and pursuing funding to reduce or eliminate non-native species of vegetation in the Albuquerque reach.

6. The City and MRGCD shall work jointly toward implementing a river walk in Albuquerque including pursuing funding, easements, and other improvements that may be necessary.

7. The City shall file an *amicus curiae* brief on behalf of MRGCD in the case of *Minnow v. Keys* supporting MRGCD's counterclaim on title. The brief shall address the manner in which the City has treated MRGCD's title historically.

8. MRGCD agrees that it will withdraw its protest to the City of Albuquerque's Application No. 4830, in a form acceptable to the City within 10 days of the execution of this Agreement. This Agreement shall bind the parties irrespective of the final outcome of the decision in Permit Application No. 4830, and irrespective of whether the City of Albuquerque Drinking Water Project ("DWP") is ever constructed, unless otherwise set forth herein. The MRGCD did not have an opportunity to fully evaluate the hydrologic impacts of the diversion on its drains and other facilities. That data has been made

available to the MRGCD but requires extensive analysis. During the development of the Joint Powers Agreement, the MRGCD and the City experts will confer and determine the impacts, if any, on the District facilities and arrange for solutions to mitigate these impacts, should such be determined to occur.

9. MRGCD shall cooperate with the City's efforts to fully implement the City's DWP and will support the City's efforts in the NEPA and ESA components of the DWP.

10. In partial consideration of this Agreement, MRGCD shall expeditiously provide the City a license for use of MRGCD property under the standard MRGCD terms and conditions, which shall be adequate for the City's diversion project. Such license shall be contingent upon approval of Application No. 4830, and MRGCD will provide appropriate documentation of such to the Hearing Examiner in Application No. 4830, or others, if requested by the City.

11. This Agreement merges all previous negotiations and agreements between the parties hereto and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. However, nothing in this Agreement shall be construed to nullify previous obligations. No alteration, modification, or amendment hereto shall be valid except when in writing and when signed by the parties.

THE CITY OF ALBUQUERQUE



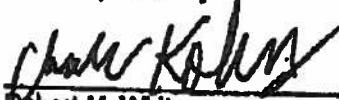
Jay Czar,
Chief Administrative Officer

THE MIDDLE RIO GRANDE
CONSERVANCY DISTRICT



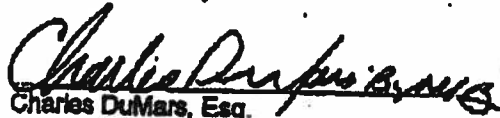
Subhas K. Shah
Chief Executive Officer

Recommended by:



Robert M. White,
City Attorney

Recommended by:



Charles DuMars, Esq.
Law Research & Planning Assoc. Inc.
Attorney for MRGCD