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By OGC/CELA at 12:31 pm, May 25, 2022

**River Ranch Citrus, LLC**  
**21083 E Trimmer Springs Rd, Sanger, CA 93657**

May 19<sup>th</sup>, 2022

Federal Election Commission  
Office of Complaints Examination  
& Legal Administration  
Attn: Trace Keeys, Paralegal  
1050 First Street, NE  
Washington, DC 20463

RE: MUR 7986

To the General Counsel's Office,

I am writing to respond to your letter dated May 3<sup>rd</sup>, 2022, which we received on May 10<sup>th</sup>, 2022. I believe that River Ranch Citrus, LLC, A California Limited Liability Company (RRC) complied with all relevant Federal Election laws in making contributions to the Magsig for Congress campaign.

As you will see in the accompanying operating agreement, RRC elected to be treated as a partnership for federal tax purposes.

Therefore, I respectfully request that no action be taken against RRC and that the complaint against RRC be dismissed immediately.

I affirm that to the best of my knowledge under penalty of perjury this information is accurate.

Respectfully,



David Hines  
River Ranch Citrus, LLC

Enclosures:

1. River Ranch Citrus, LLC Operating Agreement

**OPERATING AGREEMENT**  
for  
**RIVER RANCH CITRUS, LLC**

A. THIS OPERATING AGREEMENT is effective and entered into as of **August 29, 2013**, by David F. Hines and Diana H. Hines as Trustees of The Hines 2002 Revocable Trust Agreement, AND Keith B. Gardner and Janet L. Gardner as Trustees of The Gardner 2003 Revocable Trust Agreement (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Beverly-Killea Limited Liability Company Act. The LLC-1 Articles of Organization of the Company were filed with the California Secretary of State on **August 29, 2013** (and attached hereto as Exhibit "A") are hereby adopted and approved by the Members.

C. The Members hereby enter into this Agreement to form and provide for the governance of the Company and the conduct of its business, and to specify the Members' relative rights and obligations.

NOW THEREFORE, the Members hereby agree, as follows:

**ARTICLE I: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in California Corporations Code §17001.

1.1. "*Act*" means the Beverly-Killea Limited Liability Company Act (California Corporations Code §§17000-17656), including amendments from time to time.

1.2. "*Adjusted Capital Contribution*" is defined in Article IV, Section 4.6(a).

1.3. "*Adjusted Capital Account Deficit*" is defined in Article IV, Section 4.3(a).

1.4. "*Affiliate*" of a Member means (1) any Person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member. The term "*control*" (including the terms "*controlled by*" and "*under common control with*") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through membership, ownership of voting securities, by contract, or otherwise.

1.5. "*Agreement*" means this Operating Agreement, as originally executed and as it may be amended from time to time.

1.50. "Vote" means a written consent or approval, a ballot cast at a meeting, or a voice vote.

1.51. "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest shall be directly proportional to that Member's Percentage Interest.

1.52. "Writing" includes any form of recorded message capable of comprehension by ordinary visual means, and when used to describe communications between the Company and its Members, "writing" shall include electronic transmissions by and to the Company as defined in Corp C §17001(o)(1)-(2).

1.53. "Written" or "in writing" includes facsimile, telephonic, and other electronic communication authorized by the Corporations Code.

## ARTICLE II: ARTICLES OF ORGANIZATION

2.1. The LLC-I Articles of Organization were filed with the California Secretary of State on August 29, 2013, File Number 201324210192. A copy of the Articles of Organization as filed is attached to this Agreement as Exhibit "A".

2.2. The name of the Company is RIVER RANCH CITRUS, LLC.

2.3. The principal executive office of the Company is at 21083 E. Trimmer Springs Road, Sanger, CA 93657, or such other place or places as may be determined by the Manager from time to time.

2.4. The initial agent for service of process on the Company shall be David F. Hines, whose address is 21083 E. Trimmer Springs Road, Sanger, CA 93657. The Manager(s) may from time to time change the Company's agent for service of process.

2.5. The Company has been formed for the purposes of engaging in the business of growing farm products.

2.6. The Members intend the Company to be a limited liability company under the Act, classified as a partnership for federal income taxes and, to the maximum extent possible, for state income taxes. Neither the Manager nor any Member shall take any action inconsistent with the express intent of the parties to this Agreement to be taxed as a partnership.

2.7. The term of existence of the Company shall commence on the effective date of filing of Articles of Organization with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by