

ORIGINAL

20080298

IN THE SUPREME COURT  
STATE OF NORTH DAKOTA

Peter John Grzeskowiak  
Petitioner

v

Supreme Court 20080298

Walsh County 08-C-0149

Nodak Electric Coop  
Respondent

FILED  
IN THE OFFICE OF THE  
CLERK OF SUPREME COURT

JAN 08 2009

STATE OF NORTH DAKOTA

Petitioner  
Peter John Grzeskowiak  
15750 County Road 15  
Minto ND 58261  
701 699 3189

Respondents  
Nodak Electric Coop, CEO,  
Board of Directors, accounting  
Dept  
4000 32 nd Ave South  
Grand Forks ND 58201  
701 746 4461  
Walsh County Facility  
14772 Highway 17  
Grafton Nd 58237  
701 352 0541

TABLES OF AUTHORITITES

ND Rule 4d(2)	6
ND CC 28-01	4
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ND Constitution	3, 7
ND Decision	
Braaten v Deere & Co . 569 NW2d 563 1997	5
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Marbury v US 5 US 137 (1803)	
Havens Realty Corp v Coleman 455 US 363 1982	4
Judiciary Act of 1789	6
Nodak By Laws	5, 6

JURISDICTIONAL STATEMENT

The Right to address the Court is granted as a natural born Citizen of the State of North Dakota pursuant to The North Dakota Constitution, Art 1, Sec 9 deeming all courts shall be open for an injury to property. Original Appellate jurisdiction lays in North Dakota Century Code 27-02 -04 The Right to a remedy of damage to my personal property.

QUESTION FOR APPEAL

1 Were the statute of limitations properly tolled?

2 Was there an error in service?

NOTICE OF APPEAL TIMELY

Notice of appeal was timely per mailing date of November 5th, 2008

I am asking The Court for a proper decision. To read my attempt at an appeals brief under the Plain Error Standard of Review. If the statute of limits have not been properly tolled, to remand back to the District Court for a full hearing.

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STATEMENT OF THE CASE

This case is now before the Court because of years of continuous discrimination by Nodak. This isn't a single, isolated episode but a continuous series of events that has caused irreparable injury in my life, destruction of my home, lowered my standard of living.

I was very concerned about Nodak's billing practices, when I was finally allowed my billing records, there was a computer generated estimate of \$175 a month. I then went & used my actual meter readings then divided by time frame that showed I only used some \$40 a month with my deposit of \$200 plus the capital credits that are supposed to be applied before any disconnection. The other area of concern is why I was never given a disconnect notice.

When I showed Nodak's computer estimate of \$175 a month was wrong, I was told to "send them a bill". I tried to get estimates for the damages, but due to the extensive damage I could not pay for any of all different estimates. I have the estimate for the plumbing damage dated as June 3, 2002. Yet I did not find Nodak has "changed" the billing records till 2004. I tried to get estimates & or an appraiser to give an estimate for the extensive damages but I could not afford to pay. I then notified Nodak I was not able to pay for estimates & for Nodak to inform their insurance company.

I have made many good faith attempts to settle this.

1 I sent Nodak a letter from jail stating payments would be made thru my family or my brother Tom, \$240 was paid on my account

2 I showed Nodak the error in their computerized estimate.

3 I called CEO Mr Berg, he refused to answer the phone.

4 I notified the ND Attorney General's Office-consumer fraud

5 I notified the ND Public Service Commission, they claimed no jurisdiction as Nodak is owned by the customers

6 I filed a complaint with the USDA, nothing was done

7 I asked for the county reps that are supposed to help resolve problems between Nodak & the owner/customers-nothing done.

8 I asked the US Dept of Justice to address Nodak's ongoing fraud.

9 I have filed a report of Mail Fraud with the US Postal Inspectors.

#### Actions by Nodak

1 Refused to give Notice of Disconnect

2 Used computer estimates of \$175 a month

3 Falsified the billing record.

4 Refused to bill by actual electricity usage, refused to apply \$200 deposit, REFUSED to apply capital credits.

4 Nodak has acted in a constant series of events of a discriminatory nature against me & my property. Nodak has refused to abide by NDCC

10-13 & has refused to abide by Nodak By Laws

I am disabled & can barely afford to live on SSI of \$651 a month so I am again asking the Supreme Court to grant full IFP status & hereby invoked per the North Dakota Constitution Art 1, Sec 9 All Courts are deemed open & shall have remedy without sale, denial nor delay. I have tried to present the issues as best I can, please review this with an open mind. Respectfully submitted



 Mr. Pete Farms  
15750 County Road 15  
Minto, ND 58261

701 699 3189

## STATUTE OF LIMITS

Are governed per NDCC 28-01 As I was incarcerated when my electricity was denied, nor was I given Notice of Disconnect by Nodak, there is a continuous pattern of discrimination & a continued harm to Pete, my home, my standard of living, my emotional health. I moved back into my home in June of 2002, I had no running water, no hot water heater till July 2, 2002. I had no toilet for 3 years. I still have considerable damage to my plumbing system, faucets, flooring, sheet rock.

This action was filed before I could have done any more in a good faith attempt to remedy this damage by Nodak. I am disabled & cannot afford the extensive repairs to all the damage caused by Nodak. I had no toilet for 3 years, I still owe on the installation to Vilandres Plumbing. This isn't a single event, but a constant series of discriminatory acts that have destroyed my home, my living conditions. The Court in Havens Realty Corp v Coleman, 455 US 363 (1982) has decided;

Where the challenged violation is a continuing one, the staleness disappears. .

As stated in Chase Securities Corp v Donaldson, 325 US 304 (1945) To restore the Right to a Remedy & not deny by a statutory bar. This right is secured thru Marbury v Madison, 5 US 137 (1803)

The continued discrimination is outlined in my complaint, I may have not listed in a proper chronological order as in Complaint 1, #2, #3

The last act of discrimination occurred in October of 2008. I lost electricity to my home. Nodak did make repairs but left clay upon my alfalfa I had to remove & left my driveway covered in dirt & clay. After a rain my driveway was covered in a slick mud, I left for my Fathers funeral or tried to as I got stuck & covered with mud. After many phone calls to Gary Ford the mud was removed & new gravel hauled in, except I did not need the stress of getting stuck when dressed

for the funeral, then having to clean mud from my shoes so I was late.

This court has recognized the Equitable Tolling Doctrine in Braaten v Deere & Co, 1997 ND 202, 569 NW2d 563 with a showing of good faith, I have asked Nodak many times, when I could not afford for a contractor or adjuster/appraiser for an estimate, I notified Nodak I stopped paying the electric bill till they acted in good faith. Nodak choose to again deny electricity by a limited use-an off & on type restriction that shut off the electricity to the electric fence which allowed my cows to break thru the fence-cows have an ability to smell electric current thru an electric fence, once there was no current thru the fence my cows went. Again causing stress. If the Continuing Violations Doctrine nor am I allowed Equitable tolling, I am invoking NDCC 28-01-14 As on the date my electricity was DENIED by fraudulent billing practices I was locked up in physical custody of the State of minnesota sec (3)

#### ERROR IN SERVICE

In N Dakota, when there is property damage, per NDCC 28-04-01 the action is to be filed in the county where the damage occurred. The people of Nodak 14772 Hwy 17, Grafton ND 58237 701 325 0541. These were those responsible for the final act & are so named in the complaint & duly served per the agent in charge Gary Ford, see Nodak By law, Art VI (1)

Except as otherwise provided in these bylaws, the board of directors may authorize "ANY" individual officer, officers, agents or agents to enter into any contract or execute and DELIVERY of ANY INSTRUMENT in the name & on behalf of the cooperative, and such authority maybe general or confined to limited instances.

My Ford did not refuse service nor imply he could not act in an official capacity for Nodak. He readily accepted the verified Complaint/Summons.

Also see Nodak By Law Art XIV. The cooperative to the full extent permitted by law shall indemnify ANY director, officier, employee or agent of the Coopersative against his expenses, including attorney fees and for judgements, fines and amounts paid in settlements, actually & reasonably incurred by him in ANY proceedings which includes such director, officer employee or agent of the Cooperative by his reason of being or have been such director, officer, employee or agent

If these people working for Nodak hereby indemnity granted by the Article in the By Laws, these are all included for all acts on behalf of Nodak-are to be served legal process for their direct involvement in a continued ongoing discriminatory harm

If there is an Error in Service-is the error subject to The Judiciary Act of 1789 Sec 32? That no summons, writ, declaration, return, process, judgement or other proceedings in civil causes in any of the Courts shall be abated, arrested, quashed nor reversed for any defect or want of form, but said courts shall respectively proceed & give judgements accordingly as the Right of the Cause.

Service of Process is per R-4d(2) clearly states; upon a domestic cooperation Nodak is incorporated in the State of North Dakota with Gary Ford is in the chain of command as lead superintendant of the Walsh County facility. This is the facility that removed the meter so electricity was DENIED to my home, that caused my home to freeze which destoryed eveything. Thereby service was perfected.

## ARGUMENT

Silence equates fraud when there is a legal or moral obligation to reveal the information or where a question left unanswered would be intentionally misleading, US v Pruden Nodak has remained silent on why I wasn't allowed a Notice of Disconnect of Electrical Service, why Nodak uses false computer generated electrical useage or why Nodak acts in such a discriminatory manner. During the period of incarceration, I notified Nodak of my jail address, I had filed a change of address & wrote Nodak I would be making electrical payments thru my family. Payments were made that more than paid for all electrical usage. Nodak is silent on why my \$200 deposit was never applied to their fraudulent billing statement or why Nodak is silent on why my Earned Capital Credit was never applied to the fraudulent billing. The North Dakota Constitution stands by my right to protect my property, Art 1 Sec 1 Acquiring & protecting property of which I have tried thru the Courts, Sec 9 All courts SHALL be open, & every man for any injury done him in his lands, goods or person. My home was destroyed, my costs incurred have lowered my standard of living & these willfull actions by Nodak are pyschological abuse of a disabled adult & discrimination. Therefore I ask the Court to abide by the Intent of my Constitutional Rights & let this action proceed, per Sec 13, The Right of trial by jury shall be secured to all. Per Sec 24 My Right to a remedy is mandatory.

A true copy of the enclosed brief shall be served upon the lawyer for Nodak by US Pre-paid mail Scot Jenson 401 Demers Ste 500, PO Box 5849 Grand Forks ND 58206 Jan 8, 2009



# Vilandre

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TOLL FREE (888) 784-4675

June 3, 2002

Pete's Farm  
15750 Cr Rd 15  
Minto, ND 58261

Dear Pete:

We will supply labor and material to install one CRANE toilet, this installation will include new flange bolts and wax ring. The installed cost including sales tax, is  
.....\$ 271.00.

We will supply labor and material to install a new DELTA kitchen faucet model 400TP, this installation will include new stops and supply tubes. The installed cost including sales tax, is.....\$ 270.00.

We will supply labor and material to install a new DELTA lav faucet model 5207PM, this installation will include new stops and supply tubes. The installed cost including sales tax, is  
.....\$ 265.00.

**NOTE:** The above does not include any repairs to the plumbing system due to freezing of the plumbing pipes in the house.

**NOTE:** The above does not include any repairs to the plumbing system due to freezing of the plumbing pipes in the house.

**TERMS:** Payment is due upon completion, finance charges will apply thirty days after the first billing.!



*"We Baby Sit With Your Furnace and Air Conditioner"  
Services Backed by the Vilandre Advantage"*

ND #9101 8 MN #005165PM