

Cody Rodney; Schmitt
P.O. Box 151
Dawson, ND 58428
lisastahlberg.wellness@gmail.com

STATE OF NORTH DAKOTA
NORTHEAST JUDICIAL DISTRICT COURT

Rodney J. Schmitt - Appelle
Pamela Schmitt - Appelle

Plaintiffs

Vs .

Cody Rodney; Schmitt-Appellant

CASE No. 20140164
PIERCE CO. NO 2014-CV-00037

BREIF and
MEMORANDUM
In Support of
Appeal

COMES NOW; Cody Rodney; Schmitt: Living Man, Created by God, one of the people as contemplated in the preambles of the 1889 Constitution for the State of North Dakota, and the 1789 Constitution for the United States of America. Plaintiff in the aforementioned instant action, IN WANT OF COUNCIL; and

BRIEF IN THE FORM OF A MEMORANDUM OF LAW IN SUPPORT OF VERIFIED COMPLAINT FOR VIOLATIONS OF APPELLANT'S CONSTITUTIONALY PROTECTED GOD GIVEN RIGHTS

BREIF and MEMORANDUM

TABLE OF CONTENTS

| | |
|--|---------------|
| 1) <u>DEFENDANTS RESERVATION OF RIGHTS</u> | Pa. 1 |
| 2) <u>DESCRIPTION OF THE DEFENDANTS</u> | Pa. 7 |
| 3) <u>DESCRIPTION OF THE PLAINTIFFS</u> | Pa. 8 |
| 4) <u>STATEMENT OF ISSUES</u> | Pa.10 |
| 5) <u>INTRODUCTION</u> | Pa. 11 |
| 6) <u>SPECIFIC ALLEGAIONS AND / OR STATEMENTS</u> | Pa. 26 |
| 7) <u>ARGUMENTS</u> | Pa. 28 |
| 8) <u>CASE CITINGS</u> | Pa. 37 |
| 9) <u>CONCLUSION</u> | Pa. 46 |

TABLE OF CITATIONS

| | |
|---|---------------|
| 1. <u>Article I, Sec. 21. Of the North Dakota Constitution states Circa 1889:</u> | <i>Pa. 44</i> |
| 2. <u>Blacks's Law Dictionary (5th edition). West: St. Paul (MN) 1979</u> | <i>Pa. 27</i> |
| 3. <u><i>Bouvier's Law Dictionary, vol. 2, "Maxim,"</i></u> | <i>Pa. 20</i> |
| 4. <u>Brady v. U.S.379 U.S. 742 at 748 (1970)</u> | <i>Pa. 45</i> |
| 5. <u>Chapter 47-32-04 of NDCC</u> | <i>Pa. 45</i> |
| 6. <u><i>Coffin v. Ogden, 85 U.S. 120, 124</i></u> | <i>Pa. 20</i> |
| 7. <u><i>Cooper v. Aaron, 358 U.S. 1, 78 S. Ct. 1401 (1958)</i></u> | <i>Pa. 42</i> |
| 8. <u><i>Crawford v. Pennel as cited in Words and Phrases</i></u> | <i>Pa. 25</i> |
| 9. <u><i>Hale v. Henkel, 201 U.S. 43 at 47 (1905),.</i></u> | <i>Pa. 44</i> |
| 10. <u><i>Kipp v. Lipp, 495 N.W. 2d 056 (N.D. 1993)</i></u> | <i>Pa. 34</i> |
| 11. <u><i>Law of Torts, 4th Ed. § 63</i></u> | <i>Pa. 45</i> |
| 12. <u><i>McNally v. U.S., 483 U.S. 350, 371-372, Quoting U.S. v. Holzer,</i></u> | <i>Pa. 17</i> |
| 13. <u><i>Miranda v. Arizona, 384 U.S. 436</i></u> | <i>Pa. 43</i> |
| 14. <u><i>Nolan v. New York cited in words and Phrases</i></u> | <i>Pa. 25</i> |
| 15. <u><i>North Dakota Constitution, Article I, SEC. 17.</i></u> | <i>Pa. 45</i> |
| 16. <u><i>Stevens v. Barnes, 43 N.D. 438, 175 N.W. 709,</i></u> | <i>Pa. 40</i> |
| 17. <u><i>United States v. Throckmorton, 98 U.S. 61</i></u> | <i>Pa. 41</i> |
| 18. <u><i>U.S. v. Tweel, 550 F. 2d 297, 299.</i></u> | <i>Pa. 37</i> |
| 19. <u><i>Verry v. Murphy (163 N.W. 2d 721) Supreme Court of North Dakota page 731, [19](1)</i></u> | <i>Pa. 39</i> |
| 20. <u><i>2nd Thirteenth Amendment of the unites states of America</i></u> | <i>Pa. 45</i> |

21. **23 Am J2d Fraud §2.**

Pa. 38

22. **23 Am J2d Fraud §2**

Pa. 38

III. DECLARATION OF RIGHTS.

Pa. 45

DEFENDANTS RESERVATION OF RIGHTS

1. That the undersigned, in want of counsel and laymen without law school training, hereby invoke the rights, and the indulgence of this Court, as enunciated by the Supreme Court of the United States.
2. The Plaintiffs declare that all utterances and written words in this above styled action shall be defined in the “BLACKS LAW DICTIONARY”, Fifth Edition (1979) and all words not found in fifth edition of Blacks shall be defined in “WEBSTER’S THIRD INTERNATIONAL DICTIONARY.” This requirement shall hold true for both the defendant and the plaintiff; and
3. Plaintiff’s reserve the right to oral hearings before being dismissed;
4. The North Dakota State Courts’ Jurisdiction over the people in this instant action shall be established by the record showing that they reside in the boundaries of the state of North Dakota and the an injury has been committed by the Defendants, singularly or in unison with each other; and
5. The Right of the people to a COURT OF RECORD has been guaranteed by The North Dakota Constitution, Section 110 and this action shall be brought by the convening a Court of Record; and
6. All Rights reserved by the people in the North Dakota Constitution Article 1, Declaration of rights and the united states of America Bill of rights; and

DESCRIPTION OF THE DEFENDANTS

7. Cody Rodney; Schmitt (hereinafter “Cody”), Is one of the People of North Dakota, Without the UNITED STATES, Third Party Secured Creditor and Beneficiary of the Public Trust.

DESCRIPTION OF THE PLAINTIFFS

8. Rodney J. Schmitt, for all intents and purposes in and for this action is a private person, acting in his own capacity; and Rodney J. Schmitt in his official capacity is acting as a Landlord, Cattle Rancher and Employer; and

9. Pamela Schmitt, for all intents and purposes in and for this action is a private person, acting in her own capacity; and Pamela Schmitt in her official capacity is acting as a Creditor; and

STATEMENT OF ISSUES

10. Cody Rodney; Schmitt, Lisa Renae; Stahlberg were forced to vacate their residence at the address of 4791 22nd Ave Ne Rugby, ND 58368. Rodney J. Schmitt thru threats and intimidation continually harassed the tenants, seized the tenants property, barricaded the entrance to the residence and shut off the water supply to the residence.

INTRODUCTION

11. **Notice of Intention to Evict** was delivered on or about April 17th 2014; and
12. **Notice of Intention to Evict** was delivered with paperwork from case nos. 35-2014-CV-00028; and
13. **Notice of Intention to Evict** was delivered with and along with paperwork from Case Nos. 35-2014-CV-00028 and did not have a Summons or Complaint with the Document stating that the document was starting a new case against the defendants only after the Defendants sent back document titled Answer to Intent to Evict were they informed that the **Intent to Evict** used to open case 2014-CV-00037 ; and
14. Cody Rodney; Schmitt and Lisa Renae; Stahlberg answered **the Notice of Intention to Evict** with a document titled **Answer to Notice of Intention to Evict** under Case number 35-2014-CV-00028; and
15. **Notice of Intention to Evict** was delivered on the same date that the Plaintiff Rodney J. Schmitt Shot the Defendant's German Shepherd, the family dog; and
16. Cody Rodney; Schmitt and Lisa Renae; Stahlberg answered **the Notice of Intention to Evict** with a document titled **Answer to Notice of Intention to Evict** under Case number 35-2014-CV-00028, which has never been answered; and
17. Aforementioned case 35-2014-CV-00028, was used as a smokescreen to introduce said **Notice of Intent to Evict**, "*Fraud in its elementary common law sense of deceit... includes the deliberate concealment of material information in a setting of fiduciary obligation. A public official is a fiduciary toward the public, ... and if he deliberately conceals material information from them he is guilty of fraud*" **McNally v. U.S., 483 U.S. 350, 371-372, Quoting U.S. v. Holzer, 816 F.2d. 304, 307**"; and
18. The **Notice of Intent to Evict** was an attachment to the Answer to Amended Complaint

for case 35-2014-CV-00028, “**Constructive Fraud**: A contract or act, which, not originating in evil design and contrivance to perpetuate a positive fraud or injury upon other persons, yet, by its necessary tendency to deceive or mislead them, or to violate a public or private confidence, or to impair or injure public interest, is deemed equally reprehensible with positive fraud, and therefore is prohibited by law, ...” **Bovier’s Law Dictionary-1856 Edition**; and

19. Aforementioned case 35-2014-CV-00028, was conceived due to threats and intimidation by Rodney J. Schmitt and Pamela Schmitt; and
 20. Notice of Intent to Evict, States the Plaintiff-owner will institute an action under Chapter 47-32 of NDCC to recover possession of said premises, “*Uncertain things are held for nothing. Maxim of Law. The law requires, not conjecture, but certainty.* **Coffin v. Ogden, 85 U.S. 120, 124.**! Where the law is uncertain, there is no law. **Bovier’s Law Dictionary, vol. 2, “Maxim,”**; and
 21. Plaintiffs are as follows: Cody Rodney; Schmitt and Lisa Renae; Stahlberg in the aforementioned case 35-2014-CV-00028; and
 22. Cody Rodney; Schmitt and Lisa Renae; Stahlberg Filed a Summons and Complaint opening case 35-2014-CV-00028, which has yet to be heard; and
 23. Cody Rodney; Schmitt and Lisa Renae; Stahlberg Filed a Summons and Complaint opening case 35-2014-CV-00028, stating many of the issues that were happening to them before the **Notice of Intent to Evict** was served on them; and
 24. Cody Rodney; Schmitt and Lisa Renae; Stahlberg Filed a **Summons and Complaint** opening case 35-2014-CV-00028, want the original complaint to be heard; and
 25. **Notice of Intent to Evict and Answer to Amended Complaint** was delivered in lieu of the Pierce County Sheriff performing an investigation of the shooting of Cody Rodney; Schmitt and Lisa Renae; Stahlberg’s Family Dog. Which was allegedly reported by Rodney J. Schmitt earlier that morning identifying himself as the shooter, “*Trespass on the case signifies a form of action designed to cover all cases where an actionable claim under the particular circumstances of the case stated.* **Nolan v. New York cited in words and Phrases**
- Passive negligence or “trespass on the case” at common law was a form of action adapted to the recovery of damages for some injury resulting to a party from the wrongful act of another, unaccompanied by direct or immediate force, or consequences of defendants’ act.* **Crawford v. Pennel as cited in Words and Phrases.**”; and

SPECIFIC ALLEGAIONS AND / OR STATEMENTS

26. In the **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND ORDER FOR EVICTION** District Court Judge M. Richard Geiger stated on bulletin Nos. 7, it was indicated that service for the eviction notices were sufficient. There has to be proof of service per delivery. **RULE 4. OF N.D.R.Civ.P PERSONS SUBJECT TO JURISDICTION:PROCESS; SERVICE** (a) **Definition of Person (3)** any two or more persons having a joint or common interest. (e) **Service by publication (C)** the action is to foreclose a mortgage, cancel a contract for sale, or to enforce a lien on or a security interest in real or personal property in this state. **RULE 5. OF N.D.R. Civ.P SERVICE AND FILING OF PLEADINGS AND OTHER DOCUMENTS** 5(b)(3)(C)(D) (C) Mailing it to the persons last known address, in which event service is complete upon mailing; (D) Sending it by a third-party commercial carrier to the persons last known address, in which event service is complete upon deposit of the document to be served with the commercial carrier; 5(f) **Proof of Service.** Proof of service under this rule is made as provided in **Rule 4** or by an attorney's or court personnel's certificate showing that service was made under subdivision (b); and
27. In the **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND ORDER FOR EVICTION** District Court Judge M. Richard Geiger stated on bulletin Nos.14, he finds the conduct of Blocking and shutting off water to the trailer house is not relevant to the eviction action as second appears to have been motivated by a need to repair a frozen water line and to protect the Plaintiff's livestock and that the action occurred at a single time and for that purpose only.
The water lines were not frozen as the same water lines supplied the Trailer house supplied the cows. **In property law, ingress, egress, and regress are the rights of a person (such as a lessee) to enter, leave, and return to property, respectively** **Blacks's Law Dictionary (5th edition). West: St. Paul (MN) 1979;** and

ARGUMENTS

28. The Appellant requests Service of "Amended Notice of Eviction" to be reviewed; and
29. The Appellant requests Service to be deemed insufficient due to lack of service; and
30. The lease was not properly terminated or formally terminated due to lack of service; and
31. The Appellant requests that the blockade of the driveway into the residence of 4791 22nd ave ne be deemed inappropriate due to Property Laws of Ingress, egress, and regress; and
32. The Appellant requests that the termination of water at the residence of 4791 22nd ave ne be deemed inappropriate due to insufficient evidence that the Appelle was needing to

provide for his livestock; and

33. The Appellant states that he was not properly or formally informed there was ever an issue with the water as, the water for the trailer house and the cows were all on the same well. The Appellant was using the water on the date in question and the water was indeed not frozen; and
34. *It is illegal for a landlord to physically lock a tenant out of his / her unit. See **Kipp v. Lipp, 495 N.W. 2d 056 (N.D. 1993)** It is also illegal for a landlord to cut off the utilities in an attempt to get the tenant to move; and*
35. Rodney J. Schmitt(Appelle) verbally threatened Lisa Renae; Stahlberg on several occasions with needing to vacate the premises or to harm her or her minor child, Rodney J. Schmitt visited the Dawson Café in Dawson ND and proceeded to threaten and Intimidate and verbally voice his hatred for Lisa Renae; Stahlberg. Rodney J. Schmitt displayed hatred and anger towards the Lisa Renae; Stahlberg and her minor child, several calls were placed to the Pierce County Sheriff's Dept asking for help and / or assistance; and
36. Rodney J. Schmitt(Appelle) added a lock to the water shed to prevent access to the water pump and pressure tank; and

CASE CITINGS

37. *"Silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading..." **U.S. v. Tweel, 550 F. 2d 297, 299. See also U.S. v. Prudden, 424 F. 2d 1021, 1032;***
38. *"Deceit, deception, artifice, or trickery operating prejudicially on the rights of another, and so intended, by inducing him to part with property or surrender some legal right". **23 Am J2d Fraud §2.** "Anything calculated to deceive another to his prejudice and accomplishing the purpose, whether it be an act, a word, silence, the suppression of the truth, or other device contrary to the plain rules of common honesty". **23 Am J2d Fraud §2.***
39. *"that fraud vitiates and destroys everything into which it enters." **Verry v. Murphy (163 N.W. 2d 721) Supreme Court of North Dakota page 731 , [19] (1)***
40. *The law requires good faith in business transactions and will not allow one party to willfully mislead or deceive another." **Stevens v. Barnes, 43 N.D. 438, 175 N.W. 709,***
41. *"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments." **United States v. Throckmorton, 98 U.S. 61***

42. *"The Constitution of these United States is the supreme law of the land. Any law that is repugnant to the Constitution is null and void of the law."* **Cooper v. Aaron, 358 U.S. 1, 78 S. Ct. 1401 (1958)**
43. *"The court is to protect against any encroachment of Constitutional liberties."* **Miranda v. Arizona, 384 U.S. 436**
44. **Article I, Sec. 21. Of the North Dakota Constitution states Circa 1889:** *"The provisions of this Constitution are mandatory and prohibitory unless, by express words, they are declared to be otherwise."*

"The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing there from, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." **Hale v. Henkel, 201 U.S. 43 at 47 (1905).**

45. **Chapter 47-32-04 of NDCC,** *Eviction actions not Joinable with other actions*
An Action of eviction cannot be brought with any other action; and

I. NATURE OF LESSOR AND LESSEE

When land is leased to a tenant, the law of Property regards the lease as equivalent to a sale of the premises for the term. The lessee acquires an estate in the land, and becomes for the time being the owner and occupier, subject to all of the responsibilities of one in possession, both to those who enter onto the land and to those outside of its boundaries.

In the absence of agreement to the contrary, the lessor surrenders both possession and control of the land to lessee, retaining only a reversionary interest; and he has not right even to enter without the permission of the lessee. **Law of Torts, 4th Ed. § 63**

II. RIGHTS OF "WE THE PEOPLE"

"The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing there

from, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).

*The **2nd Thirteenth Amendment of the unites states of America** provides in pertinent part that "Neither slavery nor involuntary servitude, except as a punishment for crime....., shall exist within the United States, or any place subject to their jurisdiction". These defendants through their private conduct in conspiracy, caused to effectuate this Plaintiff to "Compulsory Involuntary Servitude", an act punishable under Title 18 1584 as a criminal act.*

***North Dakota Constitution, Article I, SEC. 17.** Neither slavery nor involuntary servitude, unless for the punishment of crime, shall ever be tolerated in this state.*

*The rights of "**We the People**" include the right to freely contract, but to be a binding contracts must be fully disclosed, must be agreed to by both parties, and there must be delivery and acceptance. Any Contract that the court perceives to be binding without the above qualities are null and void.*

"Waivers of Constitutional Rights not only must be voluntary, they must be knowingly intelligent acts, done with sufficient awareness of the relevant circumstances and consequences." Brady v. U.S., 379 U.S. 742 at 748 (1970):

III. DECLARATION OF RIGHTS

***Section 1.** All individuals are by nature equally free and independent and have certain inalienable rights, among which are those of enjoying and defending life and liberty; acquiring, possessing and protecting property and reputation; pursuing and obtaining safety and happiness; and to keep and bear arms for the defense of their person, family, property, and the state, and for lawful hunting, recreational, and other lawful purposes, which shall not be infringed.*

***Section 4.** Every man may freely write, speak and publish his opinions on all subjects, being responsible for the abuse of that privilege. In all civil and criminal trials for libel the truth may be given in evidence, and shall be a sufficient defense when the matter is published with good motives and for justifiable ends; and the jury shall have the same power of giving a general verdict as in other cases; and in all indictments or informations for libels the jury shall have the right to determine the law and the facts under the direction of the court as in other cases.*

***Section 6.** Neither slavery nor involuntary servitude, unless for the punishment of crime, shall ever be tolerated in this state.*

Section 8. The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures shall not be violated; and no warrant shall issue but upon probable cause, supported by oath or affirmation, particularly describing the place to be searched and the persons and things to be seized.

Section 9. All courts shall be open, and every man for any injury done him in his lands, goods, person or reputation shall have remedy by due process of law, and right and justice administered without sale, denial or delay. Suits may be brought against the state in such manner, in such courts, and in such cases, as the legislative assembly may, by law, direct.

Section 16. Private property shall not be taken or damaged for public use without just compensation having been first made to, or paid into court for the owner, unless the owner chooses to accept annual payments as may be provided for by law. No right of way shall be appropriated to the use of any corporation until full compensation therefor be first made in money or ascertained and paid into court for the owner, unless the owner chooses annual payments as may be provided by law, irrespective of any benefit from any improvement proposed by such corporation. Compensation shall be ascertained by a jury, unless a jury be waived. When the state or any of its departments, agencies or political subdivisions seeks to acquire right of way, it may take possession upon making an offer to purchase and by depositing the amount of such offer with the clerk of the district court of the county wherein the right of way is located. The clerk shall immediately notify the owner of such deposit. The owner may thereupon appeal to the court in the manner provided by law, and may have a jury trial, unless a jury be waived, to determine the damages, which damages the owner may choose to accept in annual payments as may be provided for by law. Annual payments shall not be subject to escalator clauses but may be supplemented by interest earned.

For purposes of this section, a public use or a public purpose does not include public benefits of economic development, including an increase in tax base, tax revenues, employment, or general economic health. Private property shall not be taken for the use of, or ownership by, any private individual or entity, unless that property is necessary for conducting a common carrier or utility business.

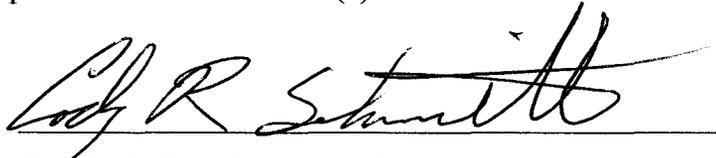
CONCLUSION

46. Overturn the Judgment on Case No. 2014-CV-00037

County of Kidder

State of North Dakota

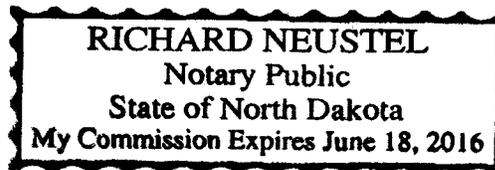
I, Cody Rodney; Schmitt, *Sui Juris*, Plaintiffs in the above entitled action, hereby verify under penalty of perjury, under the laws of the **united states of America**, without the "**UNITED STATES**" (federal government), that the above statement of facts and laws is true and correct, according to the best of My current information, knowledge, and belief, so help me God, pursuant to 28 USC 1746(1).



Signed: /s/Cody Rodney; Schmitt, *In Propria Persona*

Subscribed and Sworn before me, Richard Neustel Notary for the State
of North Dakota, County of Kidder

This 6 day of July, 2014



Cody Rodney; Schmitt
P.O. Box 151
Dawson, ND 58428
lisastahlberg.wellness@gmail.com

STATE OF NORTH DAKOTA
NORTHEAST JUDICIAL DISTRICT COURT

Rodney J. Schmitt - Appelle
Pamela Schmitt - Appelle

Plaintiff

Cr. Nos. 20140164

Vs.

AFFIDAVIT of Service
Via E-mail
Michelle M. Kessler
J. Bruce Gibbens

Cody Rodney; Schmitt- Appellant

Defendant

Brief and Memorandum

Table of Contents

Table of Citations

Cover letter

I, Cody Rodney; Schmitt placed the copies of the originals of the, BRIEF AND MEMORANDUM OF APPEAL, TABLE OF CONTENTS, TABLE OF CITATIONS, AND COVER LETTER in an email addressed as set forth below.

michelle@gibbenslaw.com

I, Cody Rodney; Schmitt placed the email as described above on ~~June~~ ^{July} ~~June~~ _{June} ___16___, 2014

County of Keddes

State of North Dakota

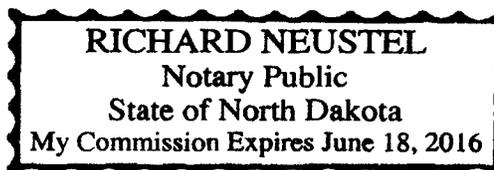
I, Cody Rodney; Schmitt, hereby verify under penalty of perjury, under the laws of the **United States of America**, without the "United States" (federal government), that the above statement of facts and laws is true and correct, according to the best of My current information, knowledge, and belief, so help me God, pursuant to 28 USC 1746(1).



Signed s// Cody Rodney; Schmitt

Subscribed and Sworn before me, Richard Neustel Notary for the State of North Dakota, County of Keddes

This day of July, 6 2014



Cody Rodney; Schmitt
P.O. Box 151
Dawson, ND 58428
lisastahlberg.wellness@gmail.com

STATE OF NORTH DAKOTA
NORTHEAST JUDICIAL DISTRICT COURT

Rodney J. Schmitt - Appelle
Pamela Schmitt - Appelle

Plaintiff

Cr. Nos. 20140164

Vs .

AFFIDAVIT of Service
Via E-mail
Michelle M. Kessler
J. Bruce Gibbens

Cody Rodney; Schmitt- Appellant

Corrected
Brief and Memorandum

Defendant

Appendix

I, Cody Rodney; Schmitt placed the copies of the originals of the, Corrected BRIEF AND MEMORANDUM OF APPEAL, AND APPENDIX, in an email addressed as set forth below.

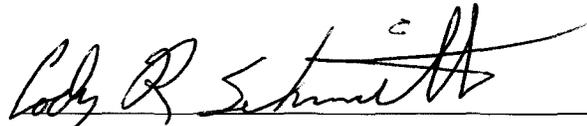
michelle@gibbenslaw.com

I, Cody Rodney; Schmitt placed the email as described above on June 30, 2014

County of Kidder

State of North Dakota

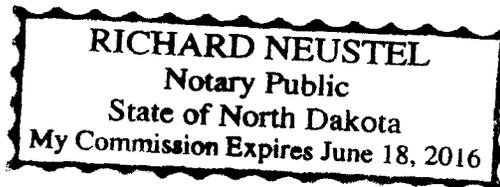
I, Cody Rodney; Schmitt, hereby verify under penalty of perjury, under the laws of the **United States of America**, without the "United States" (federal government), that the above statement of facts and laws is true and correct, according to the best of My current information, knowledge, and belief, so help me God, pursuant to 28 USC 1746(1).



Signed s// Cody Rodney; Schmitt

Subscribed and Sworn before me, Richard Neustel Notary for the State of North Dakota, County of Kidder

This day of July, 6 2014



Cody Rodney; Schmitt
P.O. Box 151
Dawson, ND 58428
lisastahlberg.wellness@gmail.com

STATE OF NORTH DAKOTA
NORTHEAST JUDICIAL DISTRICT COURT

Rodney J. Schmitt - Appelle
Pamela Schmitt - Appelle

Plaintiff

Cr. Nos. 20140164

Vs .

AFFIDAVIT of Service
Via E-mail
Michelle M. Kessler
J. Bruce Gibbens

Cody Rodney; Schmitt- Appellant

Corrected
Brief and Memorandum

Defendant

Corrected
Appendix with
Table of Content

I, Cody Rodney; Schmitt placed the copies of the originals of the, Corrected BRIEF AND MEMORANDUM OF APPEAL, AND APPENDIX with Table of Content, in an email addressed as set forth below.

michelle@gibbenslaw.com

I, Cody Rodney; Schmitt placed the email as described above on July 6, 2014

County of Kidder

State of North Dakota

I, Cody Rodney; Schmitt, hereby verify under penalty of perjury, under the laws of the **United States of America**, without the "United States" (federal government), that the above statement of facts and laws is true and correct, according to the best of My current information, knowledge, and belief, so help me God, pursuant to 28 USC 1746(1).

Cody R Schmitt

Signed s// Cody Rodney; Schmitt

Subscribed and Sworn before me, Richard Neustel Notary for the State of North Dakota, County of Kidder

This day of July, 6 2014

