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STATE OF NORTH DAKOTA

IN THE SUPREME COURT OF THE STATE OF NORTH DAKOTA

Raymond Melendez, Plaintiff, vs Merritt Charles Horning III a.k.a. Chad Horning; Riggers Store Holdings, LLC; Riggers Store 1, LLC; Gregory Dalton Bradford a.k.a. Greg Bradford; Chase Merritt Management, Inc.; Chase Merritt, LP, a limited partnership; and Racers Store Management, LLC, Defendants, Merritt Charles Horning III a.k.a. Chad Horning; Riggers Store Holdings, LLC; Riggers Store 1, LLC; Chase Merritt Management, Inc.; Chase Merritt, LP, a limited partnership; and Racers Store Management, LLC, Appellants, Raymond Melendez and Gregory Dalton Bradford a.k.a. Greg Bradford, Appellees.	Williams Co. No.: 53-2016-CV-01662 Supreme Court No.: 20170183

APPELLANTS' BRIEF
APPEAL FROM DISTRICT COURT'S ORDER DENYING MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION FOR FAILURE TO STATE A CLAIM AND TO COMPEL ARBITRATION ENTERED ON APRIL 19, 2017

Kip M. Kaler (ND Atty. #03757)
Asa K. Burck (ND Atty. #07251)
KALER DOELING, PLLP
3429 Interstate Boulevard South
PO Box 9231
Fargo, ND 58106-9231
Phone: (701) 232-8757
Fax: (701) 232-0624
kip@kaler-doeling.com
asa@kaler-doeling.com

Attorneys for Appellants Merritt Charles Horning III a.k.a. Chad Horning; Riggers Store Holdings, LLC; Riggers Store 1, LLC; Chase Merritt Management, Inc.; Chase Merritt, LP, a limited partnership; and Racers Store Management, LLC

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STATEMENT OF THE ISSUES

I. Did the District Court err in denying Defendants' Motion to Compel Arbitration?

II. Did the District Court err in holding that it lacked the authority to compel non-signatories of the Riggers Holdings, LLC Operating Agreement to arbitration?

III. Did the District Court err in holding that the Riggers Holdings, LLC Operating Agreement does not mandate arbitration of breaches of fiduciary duties?

STATEMENT OF THE CASE

This is an appeal from the order of the district court of Williams County denying the defendants' (less defendant Gregory Dalton Bradford a.k.a. Greg Bradford's (hereinafter "Bradford")) (collectively referred to as the "Horning Group"), motion to dismiss for lack of personal jurisdiction, for failure to state a claim, and compel arbitration. Plaintiff Raymond Melendez (hereinafter "Melendez") brought a lawsuit against defendants Merritt Charles Horning III a.k.a. Chad Horning (hereinafter "Horning"); Riggers Store Holdings, LLC, a Delaware limited liability company (hereinafter "Riggers Holdings"); Riggers Store 1, LLC, a Delaware limited liability company (hereinafter "Riggers 1"); Bradford; Chase Merritt Management, Inc., a Delaware corporation (hereinafter "CMM"); Chase Merritt, LP, a Delaware limited partnership (hereinafter "Chase Merritt"); and Racers Store Management, LLC, a Delaware limited liability company (hereinafter "Racers Management") seeking: (1) the appointment of a new managing member of Riggers 1; (2) equitable relief for declaratory judgment determining the right, status, and legal relationships of the individuals; (3) an accounting; and (4) a determination that actions taken by Horning and the named defendants in which Horning has an ownership interest in, either directly or through affiliates, comingled funds and stole inventory and assets belonging to Riggers Holdings.

The defendants, less defendant Bradford, brought motions to dismiss plaintiff's complaint for lack of personal jurisdiction as well as for failure to state a cause of action and, in the alternative, a motion to compel arbitration of the

dispute. A hearing was held on the motion on March 21, 2017. On April 19, 2017, the court entered its order denying defendants' motions to dismiss for lack of personal jurisdiction, for failure to state a claim, and to compel arbitration. Appellants Horning; Riggers Holdings; Riggers 1; CMM; Chase Merritt; and Racers Management hereby filed appeal.

¶1 STATEMENT OF FACTS

¶2 Defendant Riggers Holdings is a Delaware limited liability company. Its members are Plaintiff Melendez, Defendant Bradford and Defendant Chase Merritt. Riggers Holdings' members appointed Defendant CMM, a Delaware corporation, as the manager of Riggers Holdings. Defendant Chase Merritt is a Delaware limited partnership; Defendant Horning is the limited partner of Chase Merritt. Defendant Horning further owns all of the shares of stock of CMM.

¶3 Riggers 1 owns the physical assets of the convenience store located at 2621 Pheasant Run Parkway, Williston, ND. Riggers 1, is a Delaware limited liability company, and is owned entirely by Riggers Holdings. There are no other owners or members of Riggers 1. Riggers Holdings, as the sole owner and member, appointed CMM as the manager of Riggers 1.

¶4 In its capacity as a manager of Riggers 1, CMM executed a contract with Racers Management to operate the convenience store including providing labor, administration, and executive functions.

¶5 Melendez, Bradford and Chase Merritt, as members, and CMM as manager of Riggers Holdings, executed an Operating Agreement directing that the Operating Agreement is to be interpreted according to Delaware law.

¶6. The Riggers Holdings Operating Agreement contained an arbitration clause requiring that all disputes between members or the manager, concerning the Operating Agreement or the parties' rights and duties must be arbitrated.

¶7 ARGUMENT

¶8 The operating agreement for Riggers Holdings, which was executed by

plaintiff Melendez as well as defendants Bradford, Chase Merritt, and CMM, directs that the agreement is to be interpreted according to Delaware law.

¶9 Further, the operating agreement contains an arbitration agreement which reads in relevant part:

> "If any controversy or dispute arises between or among the Members or the Manager or their respective representatives concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, then: (a) such dispute or controversy shall be submitted to arbitration and such arbitration shall be governed by the California Arbitration Act...."

(Riggers Store 1, LLC Operating Agreement at 12.5).

¶10 1. Delaware law favors arbitration.

¶11 Delaware, much like North Dakota, strongly favors arbitration. See SBC Interactive, Inc. v Corporate Media Partners, 714 A.2d 758, 761 (Del. 1998) ("Any doubt as to arbitrability is to be resolved in favor of arbitrations."). Delaware has adopted the Uniform Arbitration Act which provides that "[a] written agreement to submit to arbitration any controversy existing at or arising after the effective date of the agreement is valid, enforceable and irrevocable save upon such grounds as exist at law or in equity for the revocation of any contract, without regard to the justiciable character of the controversy . . . ." DEL. CODE ANN. tit. 10 § 5701.

¶12 The district court denied the Horning Group's motion to compel arbitration on two grounds, but in doing so, the court relied upon a misinterpretation of Delaware law.

¶13 2. The District Court erred in holding that it did not have the authority to compel non-signatories to arbitrate the dispute.

¶14 First, the court noted that there were "two different sets of party

defendants in this case. On the one hand, [Horning], [Rigger Store], and [Racers Management] are not signatories to the operating agreement of [Riggers Holdings]. On the other hand, Bradford, Melendez, [Chase Merritt], and [CMM] are in fact signatories to that operating agreement." (Order at ¶14). The court concluded that it did not have the authority to compel Horning, Riggers 1, and Racers Management to arbitration. Further, the court said, since arbitration is a contractual matter, "the court would have needed before it a contract, executed by these parties, requiring the same." (Order at ¶15). "Therefore, it is the ruling of this court that it has no authority to compel arbitration of these individuals and entities." Id. However, it is not necessary that all parties to an action be signatories to an arbitration agreement. There are a number of instances in which arbitration may be compelled even when there are non-signatories.

¶15 Under Delaware law, courts have the power to compel arbitration even when there are non-signatories involved. "It is not unusual for courts to require arbitration of claims involving parties who are not formally parties to an arbitration agreement. A situation that especially arises when affiliates or signatories are subject to or make claims. In such situations, it is harder for signatories to escape arbitration when, as here, the non-signatories consent." McLaughlin v McCann, 942 A.2d 616, 627 (Del. Ch. 2008). In arriving at this conclusion, the McLaughlin court was influenced by the United States Court of Appeals for the Second Circuit's decision in Contec Corp. v Remote Solution, Co., Ltd., 398 F.3d 205, 211 (2d Cir. 2005), where the Contec Corp. "not[ed] the difference between a non-signatory compelling a signatory to arbitrate and signatory compelling a non-

signatory to arbitrate was material to that court . . . because 'it [was] an important indicator of [the signatory's] expectation and intent when binding itself to the' agreement containing the arbitration clause." McLaughlin, 942 A.2d at 627 n. 43.

¶16 The McLaughlin court was also influenced by an unpublished Delaware case that held "courts have bound a signatory to arbitrate at the non-signatory's insistence because of the close relationship between the entities involved, as well as the relationship of the alleged wrong to the non-signatory's obligations and duties in the contract....and [because] the claims were intimately in and intertwined with the underlined contract obligations." Ishimaru v Fung, 2005 W.L. 2899680 (Del. Ch. 2005).

¶17 This case is similar to the McLaughlin case in that the only parties seeking to avoid arbitration, Melendez and Bradford, are actually signatories to the Riggers Holdings Operating Agreement. Meanwhile, signatories CMM and Chase Merritt as well non-signatories Riggers 1, Riggers Holdings, Racers Management, and Horning all seek to compel Bradford and Melendez to arbitrate this dispute. Further, it is Plaintiff Melendez's claim that the Horning Group are all intertwined as a result of Horning's ownership in the entities. As such, the obligations and duties of the defendants Racers Management, Riggers 1, Riggers Holdings may be determined by the Operating Agreement and therefore, the lack of an Operating Agreement signed by these parties is irrelevant.

¶18 Another traditional basis in which a non-signatory can be bound to arbitrate a dispute is by piercing the corporate veil or finding that the parties are mere alter egos. Thomson – CSF, S.A. v American Arbitration Ass'n, 64 F.3d

773, 776 (2d Cir. 1995). While these defendants deny that piercing the corporate veil is appropriate in this case and deny that any of the defendants are mere alter egos of each other or of Horning, plaintiff Melendez has specifically attempted to tie these parties together as a result of Horning's ownership interests in them. Melendez is now seeking to have it both ways; seeking a declaration that all of the stores owned by Horning or his subsidiaries are mere alter egos of Horning, while also denying Horning and his subsidiaries the right to compel arbitration of this dispute.

¶19 3. The district court erred in holding that Melendez's claims are not arbitrable.

¶20 Riggers Holdings' members (Melendez, Bradford, and Chase Merritt), and its manager (CMM) entered into an Operating Agreement, governed by Delaware law, which requires arbitration. Melendez, individually, is a member of Riggers Holdings only. Melendez has no ownership interest in Riggers 1. Riggers Holdings is the sole owner and member of Riggers 1. Riggers 1 merely owns the convenience store. The actual business of the convenience store is run by Racers, not Riggers 1 or Riggers Holdings. Melendez has no ownership interest in Racers. The Operating Agreement of Holdings requires that all disputes between members, the manager, and the LLC must be resolved by arbitration.

¶21 Melendez brings this action for purposes of: (1) appointing a new manager of Holdings; (2) determining the ownership percentage of the members of Holdings; (3) an accounting of the inventory and cash belonging to Riggers Store; and (4) alleging "Fraud" by Horning and the Defendants. The district court

found that several of these specific claims made by Melendez were not arbitrable. (Order at ¶19). Delaware law, however, clearly allows and, in fact, requires, arbitration of all of these claims.

¶22 Clearly complaint counts 1 and 2 relate to disputes between members, which must be arbitrated. Complaint count 3 is a contention the manager misapplied funds, which is a claim against the manager of Holdings (who signed the arbitration agreement). Complaint count 4 is in the essence of a derivative claim, i.e. allegedly misappropriated money belongs to Riggers 1; Melendez is not a member of Riggers 1, and has no standing, has not taken the prerequisite actions to obtain standing, and he does not have the authority to bring a derivative claim.

¶23 In count 1 of his complaint, Melendez seeks the appointment of a new "manager" of Riggers Holdings. That is clearly a dispute between a member and the other members or the manager of Riggers Holdings and, as they are all signatories to the arbitration agreement, this dispute must be arbitrated. Melendez might also appear to contend that the court should install a new manager of Riggers 1. Melendez is not a member of Riggers 1 and has no standing and makes no allegation of standing to request such relief; that is a matter for Holdings, its sole member. Melendez fails to allege what basis he has to make that claim on behalf of Riggers Holdings.

¶24 In count 2, Melendez asks this court to declare what the ownership interests of the various members of Riggers Holdings is. Melendez fails to state why, if this were his only claim relating to his ownership of a Delaware company,

he would be entitled to litigate that dispute in a court of law in North Dakota. This a dispute between members and must be arbitrated according to their agreement.

¶25 In count 3, Melendez asks the court to compel an accounting. Interpreting Melendez's pleading as broadly as possible, this could be inferred as requesting an accounting in Riggers Holdings, which is equitable relief not monetary relief. Again, Melendez is not a member of Riggers Store, but Riggers Holdings is. Therefore, Melendez lacks standing to compel an accounting of, for or on behalf of Riggers Store. Assuming Melendez is complaining about Riggers Holdings not providing him sufficient financial information that is a claim against Riggers Holdings. Melendez's dispute with Riggers Holdings is subject to arbitration. A dispute among members, members and managers, and members with the LLC itself are all subject to arbitration. Elf Atochem N. Am., Inc. v. Jaffari, 727 A.2d 286, 293 (Del. 1999).

¶26 In count 4, Melendez alleges fraud. As with count 3, Melendez is not in a position to make this claim on behalf of Riggers Store: a) Melendez lacks standing to bring this claim as he is a not a member of Riggers Store; b) Melendez may not make a derivative claim on behalf of Riggers Store in that he is not a member or manager of Riggers Store; and c) any claim Melendez has must be arbitrated.

¶27 Melendez suffers no direct loss if Riggers Store has a loss, only Riggers Store suffers a loss. Melendez is not member of Riggers Store. Melendez fails to state why he has any standing to bring the claim.

¶28 Under Delaware law, the plaintiff must be a member of the LLC or an assignee of the interest in the LLC to bring a derivative action. DEL. CODE ANN. tit. 6 §18-1002 ("plaintiff must be a member or an assignee of a limited liability company interest at the time of bringing the action . . ."). A member may bring a derivative action only if the members with authority have refused to bring the action or the effort to cause them to do so is unlikely to succeed. DEL. CODE ANN. tit. 6 §18-1001. The complainant must "set forth with particularity the effort, if any, of the plaintiff to secure initiation of the action by a manager or member or the reasons for not making the effort." DEL. CODE ANN. tit. 6 §18-1003.[1] Melendez has not so pled or proven, and therefore may not bring a derivative claim.

¶29 The Delaware Court in Elf Atochem N. Am., Inc. v. Jaffari similarly concluded that the member's claims, whether or not denominated as derivative, must be arbitrated. Id., at 293-96.

> Sections 13.7 [the forum selection clause] and 13.8 [the arbitration clause] of the Agreement do not distinguish between direct and derivative claims. . . . Elf initiated this action in the Court of Chancery in contravention of its own contractual agreement. As a result, the Court of Chancery correctly held that **all claims, whether derivative or direct**, arose under, out of or in connection with the Agreement, and thus are covered by the arbitration and forum selection clauses.

Id. at 294 (emphasis added).

> Our conclusion is bolstered by the fact that Delaware recognizes a strong public policy in favor of arbitration. Normally, doubts on the issue of whether a particular issue is arbitrable will be resolved in favor of arbitration. In the case at bar, we do not believe there is any doubt of the parties' intention to agree to arbitrate all disputed matters

[1] Although not applicable, North Dakota law has similar restrictions, only a member may bring a derivative claim, the member must first demand and those in control must deny action on the derivative claim, and these things must be specifically pled. N.D.C.C. § 10-32.1-34.

> in California. If we were to hold otherwise, arbitration clauses in existing LLC agreements could be rendered meaningless. By resorting to the alleged "special" jurisdiction of the Court of Chancery, future plaintiffs could avoid their own arbitration agreements simply by couching their claims as derivative. Such a result could adversely affect many arbitration agreements already in existence in Delaware.

Id. at 295-96.

¶30 The district court found that "the operating agreement does not implicate defendants' fiduciary duties, and, therefore, the arbitration clause cannot bar Bradford or Melendez from seeking relief in this court." (Order at ¶18) (citing Parfi Holding AB v Mirror Image Internet, Inc., 817 A.2d 149, 157 (Del. 2002). "Because Bradford and Melendez's claims do not arise from the operating agreement, Bradford and Melendez cannot be compelled to arbitrate the same." (Order at ¶19) (citing Parfi 817 A.2d at 151). To the extent that Melendez even raises an issue of a breach of fiduciary duty, he has done so only as an element to support his four claims. Because each of the claims is otherwise a dispute between members and the manager, or the rights and duties of the parties to the agreement, each of these claims is arbitable.

¶31 However, even if Melendez had specifically brought a claim against a defendant for breach of fiduciary duties, the claim could, and should, be arbitrated. The district court's ruling was based upon its mistaken reliance upon the Parfi case. Parfi's holdings are limited to the narrow situation out of which it arose. As will be described below, the facts of the Parfi case are clearly distinguishable from this case.

¶32 In reaching its conclusion that the "Operating Agreement does not implicate defendant's fiduciary duties" the district court was mistaken on several

issues. First, the district court relies on a truncated recitation of the Riggers Holdings' Operating Agreement. The district court found that Bradford, Melendez, and Chase Merritt entered into an arbitration agreement that required arbitration of "any controversy or disputing [sic] aris[ing] between or among the members or the manager of the respective representatives concerning **any provision of this agreement**." (Order at ¶18) (emphasis in original). The arbitration clause contained in the Operating Agreement reads:

> If any controversy or dispute arises between or among the Members or the Manager or their respective representatives concerning any provision of this Agreement **or the rights and duties of any person or entity in relation thereto**, then: (a) such dispute or controversy shall be submitted to arbitration and such arbitration shall be governed by the California Arbitration Act, Section 1280 through 1294.2 of the California Code of Civil Procedure; and (b) the arbitrator shall apply the substantive laws of the State of California and the arbitrator's decision shall be subject to appellate review thereon as would the decision of the Superior Court of the State of California sitting without a jury. Any judgment or order entered in any final arbitration shall contain a specific provision providing for the recovery of all costs and expenses of such action including, without limitation, expert witness' fees and actual attorneys' fees, costs and expenses incurred in connection with (i) enforcing, perfecting and executing such judgment; (ii) post-judgment motions; (iii) contempt proceedings; (iv) garnishment, levee, and debtor and third-party examinations; (v) discovery; and (vi) bankruptcy litigation. With respect to any dispute arising under or in connection with this Agreement or any related agreement, as to which no Member or the Manager invokes the right to arbitration hereinabove provided, or as to which legal action nevertheless occurs, each Member and the Manager hereby knowingly, intentionally, voluntarily and irrevocably waives all rights it may have to demand a jury trial.

(Riggers Holdings Operating Agreement at 12.5) (emphasis added). In finding that "the operating agreement does not implicate defendants' fiduciary duties", the district court disregarded the language expressly stating otherwise.

¶33 Second, the district court's reliance on Parfi misinterpreted Delaware law.

The fact that an action may arise out of a breach of fiduciary duty does not preclude a court from compelling arbitration.

¶34 The arbitration agreement that governed the relationship between the parties in Parfi was contained in an underwriting agreement between the parties. Parfi Holding AB 817 A.2d at 151. The corporation in question already existed and already had numerous shareholders. The underwriting agreement merely brought in additional owners. The Parfi court's decision was influenced by the fact that, under those specific facts, holding Parfi to the arbitration provision would create an absurd outcome: "every stockholder except Parfi could bring the unfair dilution claim." Id. at 159. Essentially, because the arbitration agreement was not a part of the very foundation of the company (i.e., the corporation's charter or by-laws) and was only binding on specific members, the court was willing to disregard it. Parfi does not stand for the proposition that breaches of fiduciary duties are inherently beyond the scope of arbitration agreements. The Parfi court specifically acknowledged that arbitration agreements can "by their nature, extend so far as to mandate arbitration for breach of fiduciary duty claims." Id. (citing Elf Atochem North America v. Jaffari, 727 A.2d 286, 293-95 (Del. 2002)).

¶35 The Court of Chancery of Delaware was later presented with the issue of whether an arbitration agreement contained in the "LLC Agreement" was binding even as to issues related to breaches of fiduciary duties. See Douzinas v. American Bureau of Shipping, Inc., 888 A.2d 1146 (Del. Ch. 2006). The Douzinas court compared Parfi to the Elf Atochem decision (727 A.2d 286 (Del.

1999)) and found Elf Atochem to be the better law. The Douzinas court, in its analysis, noted that:

> Because the fiduciary duty claims did not depend in any manner on the underwriting agreement, the Supreme Court found they were not arbitrable. In so ruling, the Supreme Court was clearly influenced by the facts that the arbitration agreement was not contained in the basic contract of the entity—the corporation's charter—that gave rise to the fiduciary relationship and that, as a result, other stockholders who were not parties to the underwriting agreement would have been able to litigate the exact claims the plaintiffs would have been required to arbitrate.
>
> As another distinction, Parfi addressed fiduciary duty claims asserted in the corporate, rather than alternative entity, context. This is important because alternative entity statutes, such as Delaware's Limited Liability Company and Limited Partnership Acts, permit the contracting parties to expand or restrict "the member's or manager's or other person's duties [including fiduciary duties] and liabilities ... in a limited liability company agreement." As a result, in the alternative entity context, it is frequently impossible to decide fiduciary duty claims without close examination and interpretation of the governing instrument of the entity giving rise to what would be, under default law, a fiduciary relationship.

Id. at 1149.

¶36 The present case is closer to Elf Atochem than it is to Parfi. Here, the arbitration agreement is contained in the Operating Agreement of Riggers Holdings. All members of Riggers Holdings, Melendez, Bradford, Chase Merritt, and its manager, CMM, are signatories to the Operating Agreement, which is the basic contract of the entity. As such, the Operating Agreement is the very heart of the parties' relationship. Riggers Holdings is also a Delaware limited liability company and, as the Douzinas court noted, Delaware limited liability companies can expand or restrict the duties and liabilities of its members and managers. To determine whether CMM, Chase Merritt, or any of the other parties to this action

breached their duties and liabilities to the others, the Court must look to the terms of the Operating Agreement which specifically mandates arbitration of disputes, whether arising out of the Operating Agreement, or out of their rights and duties in relation to the Operating Agreement.

¶37 Further, the language of the arbitration agreement is broader in this case than it was in Parfi. The Parfi court found that "[t]he parties agreed that any dispute, controversy or claim 'arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration.'" Parfi Holding AB, 817 A.2d at 151-52. The court repeatedly returned to the agreement's use of the words "arising out of or in connection with this Agreement" in its decision, finding that this language was broad. Id. It but also found that this language clearly evinced the parties' intention to arbitrate contractual disputes only. Id. at 156.

¶38 Contrast the language of the Parfi arbitration agreement to the language of the Elf Atochem agreement which required that "any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, **or the action or inaction of any Member or Manager** hereunder shall be submitted to arbitration in San Francisco, California...." Elf Atochem, 727 A.2d at 287 (emphasis added).

¶39 In the present case, the language describing what is subject to arbitration is far closer to the Elf Atochem language than it is to Parfi. The arbitration provision in the Riggers Holdings' Operating Agreement reads as follows:

> If any controversy or dispute arises **between or among the Members** or the Manager or their respective representatives

> concerning any provision of this Agreement **or the rights and duties of any person or entity** relation thereto . . .

(Operating Agreement at 12.5) (emphasis added). The Operating Agreement clearly anticipates that the parties are to arbitrate ALL disputes, including those relating to their "rights and duties." This broad language clearly includes alleged breaches of fiduciary duties. It is also crucial to note that the Riggers Holdings' Operating Agreement is its basic contract and is binding on all of its members and managers.

¶40 In light of Delaware's strong preference for arbitration, if there is any doubt as to whether these matters should be arbitrated or whether the signatories to the Riggers Holdings Operating Agreement can be compelled to arbitrate with non-signatories, the district court should have ruled in favor of arbitration.

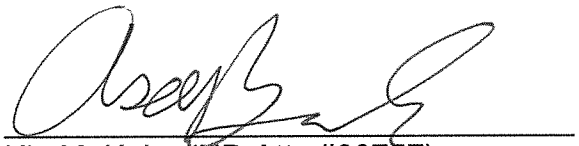
¶41 SUMMARY

¶42 The district court erred in determining that it does not have the authority to compel the parties to arbitrate the dispute as a result of several of the parties, specifically Horning, Racers Management, and Riggers 1's to failure to sign the arbitration agreement. Further, the district court erred in determining that the claims raised by Melendez are non-arbitrable in that they do not arise out of the agreement. Rather, the claims raised by Melendez concern the agreement "or the rights and duties of any person or entity in relation thereto" as provided in the Riggers 1 Operating Agreement.

¶43 CONCLUSION

¶44 The Horning Group request that the Court reverse the trial court, directing it to issue an order compelling arbitration of all issues raised by Melendez.

¶45 Respectfully submitted this 13th day of September, 2017.



Kip M. Kaler (ND Atty #03757)
Asa K. Burck (ND Atty #07251)
KALER DOELING, PLLP
3429 Interstate Blvd. S.
P.O. Box 9231
Fargo, ND 58106-9231
(701) 232-8757
kip@kaler-doeling.com
Attorney for Appellants Merritt Charles Horning III a.k.a. Chad Horning; Riggers Store Holdings, LLC; Riggers Store 1, LLC; Chase Merritt Management, Inc.; Chase Merritt, LP, a limited partnership; and Racers Store Management, LLC

IN THE SUPREME COURT OF THE
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I, Charity Grueneich, being first duly sworn and under oath, depose and say: I am of legal age, a citizen of the United States and not a party to the action herein; that on the 13th day of September, 2017, I served the following documents:

APPENDIX TO APPELLANTS' BRIEF
APPELLANTS' BRIEF

on the persons listed below by sending via email to the following addresses:

Michael L. Gust – mlgfilings@andersonbottrell.com
Charles L. Neff – cneff@nefflawnd.com

Charity Grueneich

Subscribed and sworn to before me this 13th day of September, 2017.

JAN SCHWARTZ
Notary Public
State of North Dakota
My Commission Expires Dec. 17, 2020

NOTARY PUBLIC, Cass County, ND