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STATE OF NORTH DAKOTA

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Ruth Bornsen and Nathan Bornsen, Plaintiffs/Appellants, v. Pragotrade, LLC, Pragotrade, Inc., and Cabela's Retail, Inc., Defendants/Appellees.	Supreme Court No. 20110087

Certified Question of Law from the
United States District Court for the District of North Dakota

April 4, 2011

BRIEF OF AMICUS CURIAE NORTH DAKOTA ASSOCIATION FOR JUSTICE IN SUPPORT OF PLAINTIFFS RUTH BORNSEN AND NATHAN BORNSEN

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IDENTITY OF AMICUS CURIAE

[1] The amicus curiae is the North Dakota Association for Justice. The North Dakota Association for Justice is an organization of North Dakota attorneys committed to protecting and advancing the rights of individual North Dakotans, particularly the right to trial by jury and the right to seek redress from those who cause North Dakotans harm. This brief is offered because the North Dakota Association for Justice concluded that the issue before the Court is of both paramount and fundamental importance in its potential to affect those rights.

ARGUMENT

A. Introduction

[2] Before the Court is the certified question, under Rule 47, N.D.R.App.P., of whether North Dakota law recognizes the apparent manufacturer doctrine, as stated by the Restatement (Second) of Torts § 400 (1965) [hereinafter the "Second Restatement"] and Restatement (Third) of Torts: Product Liability § 14 (1998) [hereinafter the "Third Restatement"]. From the outset, it should be noted that the proper inquiry is not whether this Court will adopt the doctrine, but rather whether it will recognize the doctrine. The reason is simple: As this Court has explained before, it is "not a legislative body and [] therefore cannot 'adopt' any part of the Restatements." Barsness v. General Diesel & Equipment Co., Inc., 383 N.W.2d 840, 842 n.1 (N.D. 1986). In other words, the task before the Court is to say not what the law should be, but rather what the law is.

[3] The dispute between the parties does not appear to be whether the Restatements properly express the apparent manufacturer doctrine. Rather, the dispute is simply whether North Dakota law includes the apparent manufacturer doctrine. For the reasons stated infra, this Court should recognize that North Dakota law includes the apparent manufacturer doctrine. The federal court can then determine whether and how the doctrine applies to the facts before it, issues not raised in its certified question to this Court.

[4] Because this amicus curiae brief is offered to discuss North Dakota law and not actively to engage in the dispute amongst the parties, treatment of the facts of the underlying lawsuit will be kept to a minimum. Similarly, the legal discussion will be confined to the apparent manufacturer doctrine. To the extent that other theories of law

may permit the plaintiff in the federal court action to obtain recovery from the apparent manufacturer without resort to the apparent manufacturer doctrine—such as a cause of action for negligent design alleging that, even though it did not manufacture the product, the apparent manufacturer participated in designing the product and is therefore culpable for its defective design, see N.D.C.C. § 28-01.3-04(2)—the amicus curiae offers no argument and leaves those issues to the sound judgment of the federal court. This brief will discuss precisely one issue: Whether North Dakota law recognizes the apparent manufacturer doctrine in a claim for strict products liability.

B. The Restatements correctly state North Dakota law

[5] While it is true that this Court does not adopt Restatement sections into North Dakota law, it is equally true that they are entitled to great respect. "They are entitled to respect as authoritative and reasoned outlines of the law as it has developed in the courts." Barsness, 383 N.W.2d at 842 n.1 (internal quotations omitted). Indeed, this Court has generally "use[d] and cite[d] Restatement references as authoritative and convenient expressions of principles of law where they are appropriate." Ibid.

[6] Here, the Restatements state that "[o]ne who puts out as his own product a chattel manufactured by another is subject to the same liability as though he were its manufacturer." In re Stand 'N Seal, Products Liability Litigation, No. 1:07-MD1804-TWT, slip op. at 4 (N.D.Ga. 2009) (quoting Restatement (Second) of Torts § 400). There does not appear to be any question that the Restatements correctly explain what the apparent manufacturer doctrine is or what it means. The question is, instead, the very simple one of whether the apparent manufacturer doctrine exists under North Dakota law.

[7] The Restatements aim to explain what the law generally is throughout the nation's various jurisdictions. There are certainly situations in which divergence from such general principles of law does occur. There does not appear to be any North Dakota jurisprudence on the issue prior to the 1965 publication date of the Second Restatement. The undersigned has performed a Westlaw search for any state or federal court opinion within the Eighth Circuit in which the phrase "apparent manufacturer" was used, finding exactly five such opinions, the earliest of which was published in 1995. There is, therefore, no reason to believe that North Dakota was ever home to an exception under its common law to the general common-law principle stated by Restatement (Second) of Torts § 400 in 1965.

[8] The statute that permits a nonmanufacturing seller to obtain dismissal in a strict products liability action when certain requirements are met was last amended in 1993. 1993 N.D. Laws ch. 324, § 4; N.D.C.C. § 28-01.3-04. This falls five years prior to the publication of the Third Restatement in 1998. Other states had adopted similar statutes prior to 1998. See, e.g., 1977 Colo. Sess. Laws H.B. 1536, § 2; 1961 Mich. Pub. Acts no. 236, § 2947; 1987 Ohio Laws 1, § 1. Demonstrating that this development in the law is actually a trend that has continued after the Third Restatement was published, at least one other state has adopted such a statute since the Third Restatement was published. See 2003 Tex. Sess. Law Serv. Ch. 204, § 5.02 (Vernon).

[9] The Third Restatement was therefore drafted and published at a time when such statutes, enabling nonmanufacturing sellers to obtain dismissal in products liability actions against them when the actual manufacturer is solvent and subject to suit, were

already common and becoming more so. As a restatement of existing law, then, the apparent manufacturer doctrine as stated in Restatement (Third) of Torts: Products Liability § 14 must apply within the context of such statutes, including N.D.C.C. § 28-01.3-04.

[10] There is no inherent incompatibility between the apparent manufacturer doctrine and North Dakota's statutes and jurisprudence in the realm of products liability. This Court has, in fact, acknowledged the applicability of Restatement provisions in a products liability context subsequent to the Legislative Assembly's adopting the most recent version of the products liability act. See Collette v. Clausen, 2003 ND 129, ¶ 26, 667 N.W.2d 617. For this reason alone, the Court should recognize that the doctrine is part of North Dakota law.

C. The majority of states that have addressed the issue recognize the apparent manufacturer doctrine

[11] To the knowledge of the undersigned, there is exactly one published opinion in the state and federal courts of North Dakota in which the apparent manufacturer doctrine is discussed. The United States District Court for the District of North Dakota found that "[a] majority of the jurisdictions that have considered the issue have adopted the apparent manufacturer doctrine." Reiss v. Komatsu America Corp., 735 F.Supp.2d 1125, 1133 (D.N.D. 1010). The federal court went on to cite to 15 states that have done so: Alabama, Arkansas, California, Indiana, Iowa, Kansas, Louisiana, New Jersey, New York, North Carolina, Pennsylvania, Texas, Tennessee, Virginia, and Wisconsin; and none that have not. Ibid.

[12] For want of a strong legal or policy reason to reject the apparent manufacturer doctrine, this Court should join with the majority of others that have adopted or otherwise recognized the doctrine. To do otherwise would be to act differently for the sake of acting differently, which is not a valid justification for accepting or rejecting such a fundamentally important law.

D. Considerations of public policy support recognition of the apparent manufacturer doctrine

[13] In the context of a products liability action where a nonmanufacturing seller is able to obtain dismissal of the claim against it by identifying the manufacturer and requiring the plaintiff to make the manufacturer a party to the lawsuit, the public policy consideration is clearly to protect from liability a person or business whose only involvement in the product's life cycle was passing it on from an upstream supplier to the ultimate owner and user. See, e.g., Winkler v. Gilmore & Tatge Mfg. Co., Inc., 334 N.W.2d 837, 840 (N.D. 1983) (recognizing that the purpose of the statute, according to one of its original sponsors, is "to 'relieve' North Dakota retailers of products liability suits that they are subjected to merely because the retailer sold the product.").

[14] The apparent manufacturer doctrine furthers this policy of protecting nonmanufacturing sellers and North Dakota businesses. In Reiss,[1] the plaintiff was a North Dakota widow who lost her husband to a fatal accident which she alleged was caused by a defect in a piece of construction equipment. 735 F.Supp.2d at 1129-1130. The plaintiff brought suit against two parties: Komatsu America Corp. and Diesel

[1] The undersigned was counsel of record in the Reiss action before the United States District Court for the District of North Dakota. All references to that case within this brief are carefully cited to avoid presenting any argument to the Court that it could not find from an independent review of the federal court's records.

Machinery, Inc. Id. at 1129. Komatsu was the successor in interest to the Galion division of Dresser Industries, Inc. Ibid. The construction equipment involved in the products liability action was a Dresser/Galion product which was manufactured in Brazil and then imported for sale by Dresser Industries. Ibid. Diesel Machinery was a South Dakota corporation engaged in selling, renting, and servicing construction equipment. Ibid. Diesel Machinery had sold the construction equipment involved in the case to the plaintiff's decedent's employer. Id. at 1129-1130.[2]

[15] The surprising thing about the Reiss decision is not that it predicts, under Erie Railroad Co. v. Tompkins, 304 U.S. 64 (1938), that this Court would recognize the apparent manufacturer doctrine. The surprising thing is that Diesel Machinery—a defendant—rather than the plaintiff led the charge for applying the doctrine in that case. Diesel Machinery filed an affidavit under N.D.C.C. § 28-01.3-04(1), in which it stated that the Galion Manufacturing Division of Dresser Industries was the actual manufacturer of the product. Reiss, 735 F.Supp.2d at 1132. Komatsu filed a competing affidavit, stating that the Brazilian company manufactured the product. Ibid. Diesel Machinery argued that the apparent manufacturer doctrine should apply, that Komatsu should be treated as the manufacturer of the product, and that Diesel Machinery should be dismissed as a nonmanufacturing seller. Id. at 1134. The federal court ultimately found that only material issues of fact relating to exceptions to N.D.C.C. § 28-01.3-04

[2] While it does not appear in the district court's memorandum opinion, the particular unit that was involved in the accident in Reiss was sold from Diesel Machinery's lot in West Fargo, North Dakota. See Plaintiff's Response to Defendant Komatsu America Corp.'s Motion for Summary Judgment, Reiss v. Komatsu America Corp., No. 1:08-cv-082, Docket #25, p. 1.

precluded its granting summary judgment in Diesel Machinery's favor on the strict products liability claim against it. Id. at 1135.

[16] If the plaintiff had been unable to prove those exceptions, then Diesel Machinery would have been dismissed from the case and thereby protected from any liability. The combination of the apparent manufacturer doctrine with N.D.C.C. § 28-01.3-04 is a powerful protection for nonmanufacturing sellers. This furthers the public policy of North Dakota as embodied in the products liability act, discussed supra at ¶ 13.

[17] It is easy to envision fact scenarios in which N.D.C.C. § 28-01.3-04 fails to protect a nonmanufacturing seller in North Dakota absent the apparent manufacturer doctrine. In Reiss, without the doctrine, the impossibility of making the actual, Brazilian manufacturer of the product a party would have resulted in liability being imposed on all nonmanufacturing sellers rather than only one the seller who imported the product to this country and proudly emblazoned its name on the product to further marketability and sales. Such a result would run directly counter to the policy expressed by N.D.C.C. § 28-01.3-04. The apparent manufacturer doctrine successfully protected the company whose West Fargo lot sold the product.

[18] The apparent manufacturer doctrine also protects individual North Dakotans. Brand name awareness and reputation are important means by which companies increase sales of their products. As one marketing consultant explains, branding is important because:

1. It distinguishes one company/product from another.
2. It tells the customers what the company/product is about.

> 3. It helps customers identify with the company/product and what the company/product represents.

Dr. Donald Tan, Franchising and Licensing Association (Singapore), Success Factors in Establishing Your Brand (2010) <http://www.flasingapore.org/info_branding.php>. More succinctly still, "[a] brand is an identifiable entity that makes some specific promise of value." Marketing & Branding Blog, Why is branding important? (Apr. 30, 2007) <http://davedolak.blogspot.com/2007/04/why-is-branding-important_30.html>. The apparent manufacturer, by placing its name on the product, makes a promise about that product's value, including its safety. When that promise is broken, the apparent manufacturer doctrine allows parties and courts to look to the company that made the promise for fulfillment rather than to some anonymous manufacturer who did not make a public promise of the product's value.

[19] There is another type of party who can benefit from the apparent manufacturer doctrine: the actual manufacturer. If a small manufacturer in North Dakota were to manufacture a product that some larger company rebranded and marketed as its own, that small North Dakota company would not receive the brand name awareness for its product. Rather, the larger company would build its own brand reputation on the work of the North Dakota manufacturer. Why, then, should the North Dakota manufacturer receive only liability for its products and not recognition? In other words, it is unfair that the only time a small North Dakota manufacturer's name will be seen by the consumers of the world is in the captions of lawsuits brought against it. The apparent manufacturer doctrine represents the simple principle that a party who receives the benefits of a

product's successes (building brand reputation based on the product) should also receive the liabilities of its failures.

[20] The apparent and actual manufacturer in that scenario would, of course, have privity of contract and, thus, an opportunity to allocate the liabilities amongst themselves. The apparent manufacturer doctrine does not punish apparent manufacturers but instead sets a default rule that requires apparent and actual manufacturers to allocate responsibility and make conscious decisions about whether the party who made a product or the party who branded it will be liable to the different causes of action that may exist as a result of the product's being on the market.

[21] In summary, the public policy of protecting North Dakotans—both individual and business—is advanced by the apparent manufacturer doctrine. From the perspective of a North Dakota consumer, the apparent manufacturer doctrine is a valuable means of protecting the right to seek redress from a party who is responsible for an injury or other harm. From the perspective of a North Dakota wholesaler or retailer, the doctrine is a valuable means of protecting the right not to become liable for such harm when it was caused by another party. From the perspective of a small North Dakota manufacturer whose products are rebranded by a larger out-of-state company, the doctrine is a valuable means of protecting against liability for the larger company's broken promises of its brand's value.

CONCLUSION

[22] The apparent manufacturer doctrine as embodied in the Restatement (Second) of Torts § 400 and Restatement (Third) of Torts: Products Liability § 14 should be recognized as part of North Dakota law. Legislative history, public policy, and sound

jurisprudence all support the doctrine's applicability to our state's scheme of products liability. The only reason for—and effect of—denying the doctrine's existence in North Dakota is to protect large, almost exclusively out-of-state companies from liability when products that they sell through the marketing power embodied in their names hurt North Dakotans. There is no legal or other principle upon which such a perverted form of protectionism—benefiting foreign companies at the expense of North Dakota's citizens—can be based. For these reasons, the Court should respond to the federal court's certified question with an unequivocal "yes, North Dakota does recognize the apparent manufacturer doctrine."

Dated this 9th day of May, 2011.

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CERTIFICATE OF SERVICE

I hereby certify that, on the 9th day of May, 2011, I served the foregoing document on the following by electronic mail transmission, per N.D. Sup. Ct. Admin. Order 14(D):

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Further, I hereby certify that, on the 9th day of May, 2011, I served the foregoing document on the following by United States mail under Rule 25(c)(1)(B):

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N.D. Cent. Code Ch. 1-01
General Principles and Definitions

1-01-06. Code excludes common law. In this state there is no common law in any case in which the law is declared by the code.

N.D. Cent. Code Ch. 1-02
Rules of Interpretation

1-02-01. Rule of construction of code. The rule of the common law that statutes in derogation thereof are to be construed strictly has no application to this code. The code establishes the law of this state respecting the subjects to which it relates, and its provisions and all proceedings under it are to be construed liberally, with a view to effecting its objects and to promoting justice.

N.D. Cent. Code Ch. 28-01.3
Products Liability

28-01.3-01. Definitions. As used in this chapter:

1. "Manufacturer" means a person or entity who designs, assembles, fabricates, produces, constructs, or otherwise prepares a product or a component part of a product prior to the sale of the product to a user or consumer. The term includes any seller of a product who is owned in whole or significant part by the manufacturer or who owns, in whole or significant part, the manufacturer.

28-01.3-04. Liability of nonmanufacturing sellers.

1. In any products liability action maintained against a seller of a product who did not manufacture the product, the seller shall upon answering or otherwise pleading file an affidavit certifying the correct identity of the manufacturer of the product allegedly causing the personal injury, death, or damage to property.
2. After the plaintiff has filed a complaint against the manufacturer and the manufacturer has or is required to have answered or otherwise pleaded, the court shall order the dismissal of the claim against the certifying seller, unless the plaintiff can show any of the following:
    a. That the certifying seller exercised some significant control over the design or manufacture of the product, or provided instructions or warnings to the manufacturer relative to the alleged defect in the product which caused the personal injury, death, or damage to property.

b. That the certifying seller had actual knowledge of the defect in the product which caused the personal injury, death, or damage to property.

c. That the certifying seller created the defect in the product which caused the personal injury, death, or damage to property.

3. The plaintiff may at any time prior to the beginning of the trial move to vacate the order of dismissal and reinstate the certifying seller if the plaintiff can show any of the following:

a. That the applicable statute of limitation bars a product liability action against the manufacturer of the product allegedly causing the injury, death, or damage.

b. That the identity of the manufacturer given to the plaintiff by the certifying defendant was incorrect.

28-01.3-05. Indemnity of seller. If a product liability action is commenced against a seller, and it is alleged that a product was defectively designed, contained defectively manufactured parts, had insufficient safety guards, or had inaccurate or insufficient warning; that such condition existed when the product left the control of the manufacturer; that the seller has not substantially altered the product; and that the defective condition or lack of safety guards or adequate warnings caused the injury or damage complained of; the manufacturer from whom the product was acquired by the seller must be required to assume the cost of defense of the action, and any liability that may be imposed on the seller. The obligation to assume the seller's cost of defense should also extend to an action in which the manufacturer and seller are ultimately found not liable.

N.D. Cent. Code Ch. 31-11
Presumptions, Maxims, and Estoppels

31-11-05. Maxims of jurisprudence - How to be used and applied - List. The maxims of jurisprudence set forth in this section are not intended to qualify any of the provisions of the laws of this state, but to aid in their just application:

1. When the reason of a rule ceases so should the rule itself.

1979 Session Laws Ch. 369
Products Liability Actions Regulated

AN ACT to regulate products liability actions by providing for the indemnification of the seller by the manufacturer and requiring the manufacturer to assume the defense of the seller in certain actions.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF THE STATE OF NORTH DAKOTA:

SECTION 1. DEFINITIONS.) For purposes of this Act:

1. "Manufacturer" means a person or entity who designs, assembles, fabricates, produces, constructs, or otherwise prepares a product or a component part of a product prior to the sale of the product to a user or consumer. The term includes any seller who has actual knowledge of a defect in a product or a seller of a product who creates and furnishes a manufacturer with specifications, relevant to the alleged defect, for producing the product or who otherwise exercises some significant control over all or a portion of the manufacturing process or who alters or modifies a product in any significant manner after the product comes into his possession and before it is sold to the ultimate user or consumer. The term also includes any seller of a product who is owned in whole or significant part by the manufacturer or who owns, in whole or significant part, the manufacturer. A seller not otherwise a manufacturer shall not be deemed to be a manufacturer merely because he places or has placed a private label on a product if he:

   a. Does not otherwise specify how the product shall be produced; or

   b. Does not control, in some significant manner, the manufacturing process of the product,

   and the seller discloses the actual manufacturer.

2. "Product liability action" means any action brought against a manufacturer or seller of a product, regardless of the substantive legal theory or theories upon which the action is brought, for or on account of personal injury, death, or property damage caused by or resulting from the manufacture, construction, design, formula, installation, preparation, assembly, testing, packaging, labeling, or sale of any product, or the failure to warn or protect against a danger or hazard in the use, misuse, or unintended use of any product, or the failure to provide proper instructions for the use of any product.

3. "Seller" means any individual or entity, including a manufacturer, wholesaler, distributor, or retailer, who is engaged in the business of selling or leasing any product for resale, use, or consumption.

SECTION 2. INDEMNITY OF SELLER.) If a product liability action is commenced against a seller, and it is alleged that a product was defectively designed, contained defectively manufactured parts, had insufficient safety guards, or had inaccurate or insufficient warnings; that such condition existed when the product left the control of the manufacturer; that the seller has not substantially altered the product; and that the defective condition or lack of safety guards or adequate warnings caused the injury or damage complained of; the manufacturer from whom the product was acquired by the seller shall be required to assume the cost of defense of the action, and any liability that may be imposed on the seller.

Approved March 13, 1979.

1987 Session Laws Ch. 384
Nonmanufacturer Liability Limitation

AN ACT to create and enact a new section to chapter 28-01.1 of the North Dakota Century Code, relating to the liability of a nonmanufacturer; and to amend and reenact section 28-01.1-06 of the North Dakota Century Code, relating to the definition of a manufacturer.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF THE STATE OF NORTH DAKOTA:

SECTION 1. A new section to chapter 28-01.1 of the North Dakota Century Code, is hereby created and enacted to read as follows:

Limitation on liability of nonmanufacturer.

1. In any product liability action based in whole or in part on strict liability in tort commenced or maintained against a defendant other than the manufacturer, the defendant shall upon answering or otherwise pleading file an affidavit certifying the correct identity of the manufacturer of the product allegedly causing the personal injury, death, or damage to property.

2. After the plaintiff has filed a complaint against a manufacturer and the manufacturer has or is required to have answered or otherwise pleaded, the court shall order the dismissal of the claim against the certifying defendant, unless the plaintiff can show any of the following:

   a. That the certifying defendant exercised some significant control over the design or manufacture of the product, or

provided instructions or warnings to the manufacturer relative to the alleged defect in the product which caused the personal injury, death, or damage to property.

b. That the certifying defendant had actual knowledge of the defect in the product which caused the personal injury, death, or damage to property.

c. That the certifying defendant created the defect in the product which caused the personal injury, death, or damage to property.

3. The plaintiff may at any time prior to the beginning of the trial move to vacate the order of dismissal and reinstate the certifying defendant, if the plaintiff can show any of the following:

a. That the applicable statute of limitation bars the assertion of a strict liability in tort cause of action against the manufacturer of the product allegedly causing the injury, death, or damage.

b. That the identify of the manufacturer given to the plaintiff by the certifying defendant was incorrect.

c. That the manufacturer no longer exists, is not subject to the jurisdiction of the courts of this state, or, despite due diligence, is not amenable to service of process.

d. That the manufacturer is unable to satisfy any judgment, reasonable settlement, or other agreement with the plaintiff.

4. If the identify of the manufacturer was incorrect and the plaintiff has moved to vacate the order of dismissal and reinstate the certifying defendant, the court shall deny the motion if the correct identity of the manufacturer is given by the certifying defendant.

SECTION 2. AMENDMENT. Section 28-01.1-06 of the 1985 Supplement to the North Dakota Century Code is hereby amended and reenacted to read as follows:

28-01.1-06. Definitions applicable to sections 28-01.1-06, 1 of this act, and 28-01.1-07. For purposes of this section, section 1 of this Act, and section 28-01.1-07:

1. "Manufacturer" means a person or entity who designs, assembles, fabricates, produces, constructs, or otherwise prepares a product or a component part of a product prior to the sale of the product to a user or consumer. ~~**The term includes any seller who has actual knowledge of a defect in a product or a seller of a product who creates and furnishes a manufacturer with specifications, relevant to the alleged defect, for producing the product or who otherwise exercises some significant control over all or a portion of the manufacturing process or who alters or modifies a product in any significant manner after the product comes into his possession and before it is sold to the ultimate user or consumer.**~~ The term ~~**also**~~ includes any seller of a product who is owned in whole or significant part by the manufacturer or who owns, in whole or significant part, the manufacturer. ~~**A seller not otherwise a manufacturer shall not be deemed to be a manufacturer merely because he places or has placed a private label on a product if he:**~~

~~**a. Does not otherwise specify how the product shall be produced, or**~~

~~**b. Does not control, in some significant manner, the manufacturing process of the product,**~~

~~**and the seller discloses the actual manufacturer.**~~

2. "Product liability action" means any action brought against a manufacturer or seller of a product, regardless of the substantive legal theory or theories upon which the action is brought, for or on account of personal injury, death, or property damage caused by or resulting from the manufacture, construction, design, formula, installation, preparation, assembly, testing, packaging, labeling, or sale of any product, or the failure to warn or protect against a danger or hazard in the use, misuse, or unintended use of any product, or the failure to provide proper instructions for the use of any product.

3. "Seller" means any individual or entity, including a manufacturer, wholesaler, distributor, or retailer, who is engaged in the business of selling or leasing any product for resale, use, or consumption.

Approved March 20, 1987
Filed March 23, 1987