20160131

IN SUPREME COURT STATE OF NORTH DAKOTA

CHS, Inc.	)	
Plaintiff /Appellee	)	**Supreme Court No. 20160131**
vs.	)	
Roland C. Riemers	)	Ref. Grand Forks 18-2015-CV-1950
Defendants/Appellant	)	

APPELLANT'S

BRIEF

SUMMARY JUDGMENT

APPEAL

DISTRICT COURT, GRAND FORKS COUNTY

By: Roland C. Riemers, Pro Se, Appellant,
P.O. Box 14702
Grand Forks, ND 58208

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STATEMENT OF ISSUES FOR REVIEW

I. Did the court err in requiring Riemers to prove the check was not an error, and without giving Riemers the opportunity to do any discovery to determine that facts?

II. Did the court err by placing an impossible burden of proof onto Riemers when CHS had exclusive control and knowledge of all evidence?

III. Did the court err in accepting non-certified exhibits from CHS?

IV. Did the court err in accepting CHS affidavits that were not timely presented, contained conclusory allegations, were not based on personal knowledge, with the signer presenting no authorization to represent CHS and that did not follow the Rules of Procedure or Evidence?

V. Did the court err by totally ignoring all rebuttal affidavits presented by Riemers?

VI. Did the court err in allowing a pre-judgment rate of 6.5% interest when only 6% interest was pleaded and only 6% is allowed by law for pre-judgment interest?

VII. Did the court err by awarding and starting the pre-judgment interest from the date the check was drafted by CHS?

VIII. Did the North Dakota Supreme Court err when it sue sponte remanded this case back for a decision on pre-judgment interest?

IX. Did the court err by not requiring CHS to first plead for pre-judgment interest in its Complaint?

X. Did the court err by allowing in late affidavits submitted just before the hearing?

NATURE OF CASE AND COURSE PROCEEDINGS

Riemers used to own a hanger at the Larimore, North Dakota Airport, which was located just to the southeast of the Larimore CHS plant. In recent years CHS has undertaken a multi-million dollar expansion of their operation by obtaining from the railroad a thin strip of additional land to the north of the Riemers hanger. But CHS really needed Riemers' hanger land (about 2 acres) that sat right in the middle of their operation and that also was a real eye sore to their facility as well as their only entrance being through Riemers land and past his hanger. After several years of negotiation, in 2014 CHS finally purchased Riemers' hanger and land and CHS eventually tore the hanger down. The price paid was probably very much less then the actual value of the land to CHS as his land represented the only real avenue for future expansion for their multi-million dollar new plant. Since that transaction, there has also been some on again, off again, negotiations to redo the southern hanger property line which currently passes through several buildings owned by Morton Helicopter. The desire being to redo the property descriptions and eliminate that problem. Riemers had agreed to Morton Helicopter to do whatever was needed to accomplish this task, including paying for the necessary survey work. Riemers has not heard anything lately on this matter. *(lines 5-17, page 1 of Riemers Affidavit, Appx 15)*

Shortly after the 2nd of March 2015 Riemers received an envelope in the mail from CHS. In the envelope was a check made out to "Roland Riemers" in the amount of $38,763. There was no cover letter with the check. There was no other writing or notations on the check to show what it was for. The check appeared to be genuine and properly signed. *(lines 18-21, Id)*

After waiting for over a month, and having heard nothing further from CHS, Riemers spent the money from the check for various purposes. *(lines 22 of Appx 15 to line 4 of Appx 16 in Riemers Affidavit , and ¶ 3-4 of CHS letter, Appx 12)*

On 20 August 2015, a half year later, CHS sent by certified mail a notification to Riemers that the *". . . check had been issued in error and requesting the return of the funds in full." (¶ 3 of Ann Young Affidavit, Appx 9)*

On 2 September 2015, Riemers responded to the CHS letter and asked *"If you can advise me of your legal bases for requiring me to return funds willingly and legally paid to me, then I will go over that information with my attorney, and if he agrees then I will have to make payments to CHS as the funds become available. (¶ 5 of Appx 12)*

At no time in this process, up until the 14 January 2016 Affidavit of Julie Price, has CHS provided an answer, let alone proof, that the questioned check was sent to Riemers in error. *(lines 8 -13 of Riemers Affidavit, Appx 16, and Julie Price Affidavit, Appx. 18-19)*

On the 2nd of September 2015 CHS filed a Summons and Complaint claiming unjust enrichment, and at the same time, served a motion for Summary Judgment. *(Appx 8)*

On 14 January 2016, CHS submitted the Julie Price Affidavit. *(Doc 18-21)* The Affidavit finally gave explanation on how the check error came about. At no time in the Affidavit does Price admit or identify who made the error. Just that an error was made. *(Id.)*

A hearing was held on this motion 21 January 2016, and the district court entered an order in favor of CNS on 4 March 2016. *(Docket 42)*

On 1 April 2016, CHS filed, but failed to properly serve a Motion to Amend to get an award for pre-judgment interest. *(Doc 54)*

On 8 April 2016, Riemers filed a Motion to Strike the CHS Motion to Amend based on improper service as they had tried to serve it by email instead of mail. *(Doc 58)* But the court has never ruled on this motion.

On 12 April 2016, Riemers appealed the decision to the Supreme Court. *(Doc 60)*

On 13 April 2016, CHS re-served their Motion for pre-judgment interest, and this

time properly served it by mail. *(Doc 66)* But CHS never requested a remand on this issue.

On 21 April 2016, the Supreme Court sue sponte remanded the case back to the district court for resolving the issue of pre-judgment interest. *(Doc 69)*

On 16 May 2016, the district court awarded pre-judgment interest to the date the check was written by CHS, on the 2nd of March 2015. *(Doc 85)*

On 26 May 2016, a Clerk's Supplemental Certificate of Appeal was filed. (Doc 98)

LAW AND ARGUMENT

I. The court erred in requiring Riemers to bear the burden of proving the check was not an error, and without giving Riemers the opportunity to do any discovery to determine that facts.

This Court has often ruled that Summary Judgment is not appropriate when the opposing party has not had an opportunity for discovery. (¶ *1 of Choice Financial Group v. Schellpfeffer, 2006 ND 87)* Yet in this instance CHS served their Summons and Complaint and filed for Summary Judgment before even a case number was assigned and even before Riemers had an opportunity to Answer, let alone do discovery. *(Doc. 1 thru 16)*

Furthermore, under *Rule 56 (a) of N.D.R.Civ.P. "A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the expiration of 21 days from the commencement of the action . . . move with or without supporting affidavits for a summary judgment in the party's favor upon all or any part thereof."* But in this instance, not only did CHS not wait 20 days, but they actually filed their Motion for Summary Judgment on 11/02/2015, the same day they filed their Summons and Complaint. *Doc 1 thru 5.* Thus CHS seriously violated Rule 56.

As Riemers had absolutely ZERO opportunity to do discovery, Summary Judgment was not appropriate when CHS clearly violated Rule 56(a).

II. The court erred by placing an impossible burden of proof onto Riemers when CHS had exclusive control and knowledge of all evidence.

Only CHS had the absolute ability to prove who and why the check was sent to Riemers. Riemers had no way to prove or disapprove something that was not in his power to prove. This Court has repeatedly ruled that *"When a party has the burden of proving or disproving a fact for which there is no evidence – for example, proving that something did not happen – the party is not required to proffer evidence. Rather, the party may merely point to the absence of evidence."* *(Black v. Abex Corp., 1999 ND 236, ¶ 19, 603 N.W. 2d 182)* CHS's offered NO evidence supporting its claim that the check was sent in error when it filed its Motion for Summary Judgment. The burden of proving the check error was theirs, not Riemers to prove it wasn't an error. Instead CHS submitted a hearsay Affidavit by Ann Young *(9 & 10 of Appx)* Therefore CHS had not met its burden of proof.

As CHS had total control of background of the check error, Riemers had no opportunity to prove otherwise, and thus his only obligation was to point to the absence of evidence in the initial Summary Judgment pleadings, which he repeatedly did. *(See lines 19-27, page 4, Riemers Brief of 2 December 2015, Doc 23)*

III. The court erred in accepting non-certified exhibits from CHS.

Rule 56(e) N.D.R.Civ.P. requires that "*Sworn or certified copies of all papers or parts thereof referred to in an affidavit must be attached thereto or served therewith.*" Yet, none of the supporting CHS documents are sworn or certified as the rule requires. *(See Appx 11, 12, 20,& 21)* In the case of page 12, this is an unsigned letter from Riemers, How can an unsigned letter be considered "sworn or certified"? How can the affiant, Ann Young, make this unsigned letter a "sworn or certified" document merely by alleging "*Mr. Riemers responded by letter dated September 2, 2015 . . .*" *(¶ 4, of Appx 9)* Furthermore, the letter is an offer to compromise, and therefore is clearly never allowed as evidence under *N.D.R.Ev. Rule 408,* COMPROMISE OFFERS AND NEGOTIATIONS, which states:

> *(a) Prohibited Uses. Evidence of the following is not admissible, on behalf of any party, either to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction:*
>
> > *(1) furnishing, promising, offering, accepting, promising to accept, or offering to accept a valuable consideration in compromising or attempting to compromise the claim; and*
> >
> > *(2) conduct or a statement made during compromise negotiations.*

N.D.R.Civ.P. Rule 56(e) requires ". . .*affidavits must be made on personal knowledge, set forth such facts as would be admissible in evidence, and show affirmatively that the affiant is competent to testify to the matters stated therein.*" Did Young receive the Riemers letter? She doesn't say so. Did Young see Riemers write or mail the letter? She doesn't say so. Did Young affirmatively show she was competent to testify to the letter, or even had any personal information about the letter. Young doesn't say so! Did Young even testify she was authorized to speak for CHS? No she doesn't say so. *(Appx 9-10)*

As the supporting documents were not sworn or certified, the court should not have accepted them into evidence and used as a bases for its findings and decision.

IV. The court erred in accepting CHS affidavits that were not timely presented, contained conclusory allegations, were not based on personal knowledge, with the signer presenting no authorization to represent CHS and which did not follow the Rules of Procedure or Evidence.

CHS presented just the supporting Affidavit by Ann Young (a CHS employee) when it submitted its motion for Summary Judgment. *(Appx 9-10)* Under Rule 56(e)N.D.R.Civ.P.:

> *Affidavits; Further Testimony. In General. A supporting or opposing affidavit must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant is competent to testify on the matters stated. If a paper or part of a paper is referred to in an affidavit, a sworn or certified copy must be attached to or served with the affidavit. The court may permit an affidavit to be supplemented or opposed by depositions, answers to interrogatories, or additional affidavit.*

In paragraph 1, Young states *"She is an employee of CHS, Inc., personally familiar with the Defendant Roland Reimers' account. . ." (Appx 9)* But, Young never submits evidence, or

even states, that she is duly authorized to speak for CHS as required by Ben Weiss Co., 271 F.2d 234, 235 (7th Cir. 1939), Furthermore, Rule 56(e) mandates affidavits must be made on personal knowledge, and why would the ND Supreme Court make one rule for Corporations and another rule for the rest of us?

In paragraph 2 Young makes the conclusory statement "*On March 2, 2015, a check was issued, in error, to Mr. Reimers by CHS Inc. In the sum of $38,763.00.*" *(Id.)* But, Young does not state she wrote or signed the check. There is no evidence Young mailed the check. Young is just testifying on what other CHS employees may or may not have done and is thus not competent to testify on these matters. Young then goes on in the same paragraph with *"This check was cashed by Mr. Reimers on March 7, 2015 at Alerus Financial."* *(Id.)* Was Young present at Alerus Financial on March 7th to observe this? Young does not say she was, and it is not likely. Therefore she again can not testify based on her own personal knowledge.

In paragraph 3 Young states a letter was mailed to Riemers notifying him that the check was issued in error. *(Appx 11)* But, Young does not testify she wrote or mailed the letter. Looking at the CHS letter, it is signed by a Kimberly Lang, and not Ann Young. *(Appx 11)* Furthermore, when attaching copies, Rule 56(e) requires a *". . . sworn or certified copy must be attached to or served with the affidavit."* But Young's Affidavit does neither so therefore is not acceptable evidence. *(Appx 11)*

In paragraph 4, Young comments on a responding letter from Riemers dated 2 September 2015. Young testifies "he thought" when referring to Riemers thinking. *(Id.)* How would Young know what Riemers was thinking? Young refers to this Riemers' letter as an "exhibit". But, this letter is not a "sworn or certified copy" and in fact it is not signed by anyone, and thus is not acceptable evidence under Rule 56(e).

In paragraph 5, Young gives no admittable testimony, and again only makes conclusions and speculations such as "*The funds were sent to Mr. Reimers in error . . .*" *(Appx 10)*

As Young's Affidavit did not meet the requirements of N.D.Civ.P. 56(e), nor N.D.R.Ev. 602 that *"Affidavits containing conclusory allegations on an essential element of a claim are*

insufficient to raise a genuine issue of material fact." And as this was the only evidence submitted by CHS, then CHS had no, zero, or nada evidence, and the CHS Motion for Summary Judgment should have been denied.

V. The court erred by totally ignoring all rebuttal affidavits presented by Riemers.

Riemers did submit a supporting affidavit. (Appx 17). Riemers swore that *"The check was addressed and deliberately sent to me and was not a mistake by CHS, Inc."* And the law is, *"A district court deciding a motion for summary judgment is required to view the evidence in the light most favorable to the resisting party". (Rogstad v. Dakota Gasification Co., 2001 ND 54, ¶ 10, 623 N.W.2d 382)*

Riemers affidavit effectively disputes Young's affidavit and thus sets up a factual dispute making the case unsuitable for summary judgment. Furthermore, as indicated in Rogstad, Riemers evidence has to given the most favorable weight. But, not only did the district court not give the Riemers affidavit the more favorable weight, it gave it absolutely NO WEIGHT. In its decision the court instead states: *"Riemers, in his response, fails to provide any evidence. . ." (¶ 20 of Appx 28)* Thus the court clearly erred in its decision.

VI. The court erred in allowing a pre-judgment rate of 6.5% interest when only 6% interest was pleaded and only 6% is allowed by law for pre-judgment interest.

When CHS made its motion for pre-judgment interest, it asked for the statutory rate of 6%. *(Appx 31)* The court issued an Order on the 16th of May 2016 awarding prejudgment interest - but did not state the interest. *(Appx 39)* The Clerk issued an Execution of Judgment with a 6.5% judgment rate on the 23rd of May 2016. (Appx 41) An Amended Judgment was issued on the 24th of May 2016, that also does not mention any interest rate. (Appx 40)

[Side Note: Why the difference? Although it is not in the record, nor could it be in the record, I did ask the clerk about the 6.5% interest rate, and she stated that this was all figured by their computers and they had no control over nor even the faintest idea how is was arrived at. At this date, I have not the faintest idea what interest rate CHS is charging me for

pre-judgment interest. I only know that the clerk continues to calculate it at 6.5%., and as CHS likes to ignore the law, then most likely that is what CHS has been collecting.]

What should be the correct rate? This Court has repeatedly held that *"N.D.C.C. 47-14-05 governs interest after a debt's maturity and is considered compensation for damages for the wrongful detention of money. (¶ 13 of Weeks v. Geiermann, 814 N.W. 2d 792 (2012))* So the prejudgment awarding of 6.5% is court computer error combined with CHS greed for the higher interest rate and thus this Court should correct this minor error and set the pre-judgment interest rate to 6% as required by law.

VII. The court erred by awarding and starting the pre-judgment interest from the date the check was drafted by CHS.

CHS wrote the $38,763 check on the 2nd of March 2015. (¶ 3 of Complaint, Appx 5) No evidence was ever presented for when it was mailed or received. Ann Young in her Affidavit states it was cashed on 7 March 2015. (¶ 2, Appx 9) Thus, if correct, CHS asked for and the court awarded interest for the 5 days the money was in the mail and thus still in the CHS bank account. (¶ 1, Order, Appx 39) CHS in their Brief, argues that *"prejudgment interest is recoverable from date of breach until date of judgment"* (¶ 2, Doc 54) But it is self evident, that there can be no breach of an obligation when CHS was still setting on the funds in their bank account. In fact, CHS argues in its Brief that "*Defendant's failure to return to Plaintiff the money Defendant received by mistake constitutes a breach of his obligation to Plaintiff.*" But, how can Riemers be obligated to return money for a check before he even received it or cashed it? The CHS logic seems to be, that as soon as CHS drafted the check Riemers was negligent for not rushing down to CHS and giving them the cash for the check?

VIII. The North Dakota Supreme Court erred when it sue sponte remanded this case back for a decision on pre-judgment interest.

On 1 April 2016, CHS made a motion to add pre-judgment interest to the judgment

against Riemers. *N.D.R.Civ.P. Rule 5(a)(1)* requires all pleadings to be first properly served. CHS had mistakenly attempted to serve by email. *(Appx 32)* But *N.D.R.Civ.P. Rule 5(b)(3)(F)* only allows "*... sending it by electronic means if the person consented in writing. ...*" Riemers had not consented to electronic service by email. (¶1 of Riemers Affidavit, Doc 82) Therefore, CHS did not have valid service for their 1 April motion. After the appeal was filed, CHS attempted to remedy this mistake on 13 April with mail service but CHS did not re-submit the previously filed documents with the court. (Doc 66)

On 8 April 2016, Riemers filed a Motion To Strike CHS's 1 April motion for prejudgment interest due to lack of service, and Riemers also included a short response to that motion. *(Doc 58)*

On 11 April 2016, Riemers filed an appeal to the ND Supreme Court. *(Doc 62)*, so at that point, the District Court no longer had jurisdiction over the case.

On 13 April 2016, CHS responded to Riemers Motion to Strike their 1 April motion and argued that email was justified because Riemers had his email address in court records and also because Riemers was Pro Se. Also Riemers initial offer to repay the check after consulting with his attorney was not a valid offer. *(Doc 64)* But as this was after the District Court had lost jurisdiction to the Supreme Court, this the motion should have now been moot.

If CHS had wished to have a hearing on their motion for pre-judgment interest after the appeal was filed. Then under *N.D.R.App.P. Rule 4 (a)(3)(A)(I) "If a party files with the clerk of district court any motion listed in subparagraph (a)(3)(A) after a notice of appeal is filed, the party filing the motion must notify the clerk of the supreme court in writing, and the court may remand the case to the district court to decide the motion."* I point out the word "MUST" in this rule. "Must" is mandatory. I have just reviewed the Supreme Court File, and for at least what is visible for us non-lawyers, I find no CHS filing notifying the Supreme Court of their wish for a hearing on their motion. Nor, do I recall getting a serving of any such notice. So I can only assume CHS did not do this mandatory requirement and thus the

Supreme Court did not have the authority to remand, nor did the district court have the authority to hear a matter that was not properly filed and noticed to the Supreme Court.

IX. The court erred by not requiring CHS to first plead for pre-judgment interest.

N.D.R.Civ.P. Rule 8(a) requires *"A pleading that states a claim for relief . . . must contain: (1) a short and plain statement of the claim showing that the pleader is entitled to relief; and (2) a demand for the relief sought, which may include relief in the alternative or different types of relief."* I see nothing in the CHS Complaint that asks for pre-judgment interest. (Appx 6) So, if you don't plead it, you don't get it!

The charging of interest from the date the CHS check was written was not part of the Complaint. *(Appx 6)* Nor had CHS made a motion to amend prior to the judgment. Thus any pre-judgment interest from the date of the check drafting should not have been awarded.

The bases for CHS interest claim is *"At no time did Defendant ever offer to repay Plaintiff for the check mistakenly sent Defendant." (¶ 2, Page 1, of Doc 64).* Yet CHS admits that Riemers had offered to repay the debt after he had the claim *"reviewed and approved by my attorney." (Id)* CHS concludes, with no legal or factual proof in support, that since Riemers was currently representing himself pro-se, that at the time he made his settlement offer, he did not have an attorney someplace that he could consult with? *(Id)* As the CHS argument lacked facts and law, their motions should all have been denied.

X. The court erred by allowing in late affidavits submitted just before the hearing.

On the 15th of January 2016, just 6 days before the hearing, CHS presents an Affidavit by Julie Price and additional documents detailing how the check error was made. *(Doc 38 thru 41)* But the late ambush submission allowed no chance for Riemers to verify or rebut the Affidavit and was also a clear violation of *Rule 56(c) N.D.R.Civ.P.* that mandates *"The motion and supporting papers must be served at least 34 days before the day set for the hearing. An opposing party must have 30 days after service of a brief to serve and file an answer brief and supporting papers."*

Riemers clearly objected to the Price affidavit at the hearing. (line 7, page 3 of Transcript) The court ruled against Riemers and found the Price affidavit - submitted 6 days before the hearing - was timely. The court used this affidavit and documents as an important bases in making its decision. (¶ 8, Appx 24). The court clearly erred in doing so.

CONCLUSIONS AND RELIEF SOUGHT

As a moral issue, should a company (or individual) be free to just write a check out to anyone with deep pockets, and then much later cry "unjust enrichment" and as a result be awarded the value of the check plus interest well above bank rates as a reward for their stupidity? If I wrote a $39,000 check to CHS, would the courts give me the same high interest reward? Doesn't the person or company writing and mailing out a check have any moral or legal responsibility? I believe they do. And that is why I demanded that CHS first disclose how the error occurred and their legal bases for getting the money back. CHS refused to do so, and instead took the easy route thru our court system. It there is unjust enrichment in this case, it is the awarding of high interest to a negligent and incompetent company with sloppy book keeping and legal practices.

CHS has violated the Rules of Civil Procedure, the Rules of Appellate Procedure, the Rules of Evidence, and the court erred in granting them summary judgment when there was a factual issue in place (the hearsay CHS Affidavit v. the Riemers Affidavit). Especially when the rules require the court to view the Riemers Affidavit in the most favorable light.

While CHS and the lower court acted outside the rules and the law, this Court has not been much better. Instead of waiting for CHS to follow the rules YOU set up, you remanded the case back to the district court sua sponte. You have set up a court computer system that only allows one rate of interest, when there are at least two. You may, or may not, require a supersedeas bond on appeal, for an uncertain amount, which may be impossible to get when you have a judgment against the property you are trying to protect, and if you do manage to get it, the court may reject it and you have just wasted a lot of time and money obtaining it.

You allow a motion for summary judgment on the pleadings before the defendant even gets to make any pleadings. If there was real justice in this state how can parents be denied access to their own children? How can divorcing parents be denied the right to a jury trial in the most important legal case in their and their children's lives? How can we lock up for life people we "know" are sexually dangerous, based on some funky psychological test? (If we really can weed out dangerous people with a test, why not give tests to everyone and lock up those who in the future "we know" will commit some type of crime?

Should CHS get their money back? In fairness, I would agree they should and I have held said money in reserve for the purpose of doing so. But they should also have to follow the law and the rules. They should also owe up to their mistake instead of blaming the receiver of their mistake. They and certainly should not be rewarded for their poor check writing practices.

Riemers asks this Court to overturn the decisions and rulings of the district court, award Riemers costs and disbursements, and all other just and reasonable remedies as allowed by law and the rules, and that any money and costs currently collected from Riemers by CHS, be returned to Riemers immediately with 6.5% interest.

Dated: 21 July 2016 By: _____

Roland Riemers, Appellant, Pro Se
P.O. Box 14702, Grand Forks, ND 58208
701-317-1803

IN SUPREME COURT RECEIVED BY CLERK SUPREME COURT JUL 22 2016 STATE OF NORTH DAKOTA

CHS, Inc.	**Supreme Court No. 20160131**
Plaintiff /Appellee	
vs.	Ref. Grand Forks 18-2015-CV-1950
Roland C. Riemers	
Defendants/Appellant	

I, DAVID RUUD, being sworn, state that I am a citizen of the United States of America over the age of eighteen and that I am not a party to the above-entitled matter. That on this 21st day of July 2016, this Affiant deposited in the mailing department of the United States Post Office at Grand Forks, North Dakota, true and correct copies of the following documents filed in the above captioned action.

APPELLANT'S BRIEF (with Appendix previously mailed)

That copies of the above documents were securely enclosed in an envelope with postage duly prepaid, and addressed as follows:

Jon R. Brakke, 218 NP Avenue, PO Box 1389, Fargo, ND 58107-1389

To the best of his Affiant's knowledge, information and belief, such addresses as given above are the actual post office addresses of the parties intended to be served. The above documents were duly mailed in accordance with provisions of the North Dakota Rules of Civil Procedure.

Affiant's signature: Roland Riemers

The above Person I have personally identified, and has subscribed and sworn to before me this 21 day of July, 2016.

Notary Public, State of North Dakota

ROLAND C RIEMERS
NOTARY PUBLIC
STATE OF NORTH DAKOTA
My Commission Expires MARCH 1, 2018