

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NORTH DAKOTA**

David A. Blasi and Paula J. Blasi, as Trustees )  
of the Blasi Living Trust, on behalf of themselves )  
and a class of similarly situated persons, )

**ORDER FOR CERTIFICATION**

Plaintiffs, )

v. Lime Rock Resources Operating Co., Inc., et al., )  
v. Kraken Development III LLC )  
v. Continental Resources, Inc., )  
v. EOG, Resources, Inc., )  
v. Bruin E&P Partners, LLC, et al., )

Case No. 3:20-cv-00091  
Case No. 3:20-cv-00092  
Case No. 3:20-cv-00093  
Case No. 3:20-cv-00094  
Case No. 3:20-cv-00085

Defendants. )

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**I. QUESTION OF LAW CERTIFIED TO THE NORTH DAKOTA SUPREME COURT.**

Pursuant to North Dakota Rule of Appellate Procedure 47, the United States District Court for the District of North Dakota hereby certifies the following question of law to the North Dakota Supreme Court:

Whether the instant oil royalty provision is interpreted to mean the royalty is based on the value of the oil “at the well:”

Lessee agrees ... “[t]o deliver to the credit of the lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal [fractional] part of all oil produced and saved from the leased premises.”

**II. STATEMENT OF FACTS RELEVANT TO QUESTION CERTIFIED.**

1. The Certified Question of Law is raised by the allegations in the Complaints in these five pending matters before the United States District Court. Plaintiffs are Trustees of the Blasi Living Trust, which is purportedly the successor in interest to multiple oil and gas leases (“Leases”) covering certain lands in North Dakota, thus making the Trust the Lessor under the

Leases (hereafter “Lessor”). Defendants are oil and gas producers that allegedly are or have acquired the Lessees’ interests under the Leases (hereafter “Lessees”). Lessor claims the Lessees have produced and sold oil from wells subject to the Leases. An exemplar Lease is attached to this Order for Certification as Exhibit A.

2. The Leases contain an oil royalty clause that states Lessee agrees:

To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land the equal [fractional] part of all oil produced and saved from the leased premises.

3. Lessor receives a cash royalty from Lessees rather than an in-kind royalty. Lessor claims it has been underpaid royalties because various post-production costs have been deducted from the sales price of the oil prior to calculating the cash royalty. These deductions have been described as “costs such as gathering or moving the oil and other costs” in the Complaints. Lessor claims the deduction of post-production costs violates the oil royalty provision because the royalty is to be paid “free of cost.” Lessor has sued for breach of contract.

4. In each of these cases, Lessees have brought a motion to dismiss pursuant to Rule 12(b)(6), Federal Rules of Civil Procedure, for failure to state a claim upon which relief can be granted. Lessees generally contend the royalty is to be valued at or near the wellhead and assert the “at the well rule” applies, citing Bice v. Petro-Hunt, L.L.C., 2009 ND 124, 768 N.W.2d 496. Lessees have asserted that Lessor’s claims fail as a matter of law because post-production costs may be deducted under the “at the well rule.” Lessor contends dismissal under Rule 12(b)(6) is not appropriate.

### **III. STATEMENT OF LACK OF CONTROLLING PRECEDENT IN NORTH DAKOTA.**

The Court believes there is no controlling precedent of the North Dakota Supreme Court on the interpretation of the instant oil royalty provision. This royalty provision has not been

construed and, in this Court's opinion, is substantially different from the royalty provisions at issue in Bice v. Petro-Hunt, L.L.C., 2009 ND 124, 768 N.W.2d 496, Kittleson v. Grynberg Petroleum Company, 2016 ND 44, 876 N.W.2d 443, and Newfield Exploration Company v. State ex rel. North Dakota Board of University and School Lands, 2019 ND 193, 931 N.W.2d 478.

The Court believes this question involves interpretation of North Dakota law of some magnitude. There are at least six separate putative class action suits involving claims of underpaid oil royalties pending in the United States District Court for the District of North Dakota involving the interpretation of the oil royalty provision set forth in the certified question of law. Furthermore, there is a decision from the United States District Court for the District of North Dakota that concluded a lessor in a similar case presented a plausible claim for relief and denied dismissal. White River Royalties, LLC v. Hess Bakken Invest. II, LLC., Case No. 1:19-cv-00218, Doc. No. 32 (D.N.D. May 22, 2020).

**IV. RESOLUTION OF THE QUESTION OF LAW MAY BE DETERMINATIVE.**

Resolution of the certified question of law may be determinative of the proceedings. Specifically, if the "at the well rule" applies then the Lessor's claims for unpaid royalties will likely be subject to dismissal under Federal Rule of Civil Procedure 12(b)(6). The resolution of this question will also impact future oil royalty claims. Because of the significance of this question of law on payment of oil royalties in the state involving the instant royalty provision, the Court believes it ought to be resolved by the North Dakota Supreme Court.

Dated this 30<sup>th</sup> day of November, 2020.

/s/ Peter D. Welte  
Peter D. Welte, Chief Judge  
United States District Court

# **EXHIBIT A**

PRODUCERS 88-PAID UP  
Rev. 5-60 No.2

## OIL AND GAS LEASE

AGREEMENT, Made and entered into this 26th day of October, 2006 by and between

Marcella M. Blasi, a widow  
607 W 10th St., Pratt, KS 67124

Party of the first part, hereinafter called Lessor (whether one or more), and

CONTINENTAL RESOURCES, INC., P.O. Box 1032, Enid, OK 73702-1032

party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of TEN & MORE DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Dunn State of North Dakota described as follows, to-wit:

Township 146 North, Range 96 West of the 5th P.M.  
Section 8: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$

containing 320.00 acres, more or less

1. It is agreed that this lease shall remain in force for a term of Three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-sixth (1/6th) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-sixth (1/6th) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-sixth (1/6th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-sixth (1/6th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to Lessor One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease, such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Marcella M. Blasi  
Marcella M. Blasi



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### EXTENSION OF LEASE TERM

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, under date of 10/26/2006, a certain oil and gas lease was executed by Marcella M. Blasi, a widow

\_\_\_\_\_, as lessor, unto CONTINENTAL RESOURCES, INC., as lessee, which lease is recorded in **Book 333, Page 190** of the records of **Dunn County, State of North Dakota** and covering lands in said County and State, described therein as follows:

Township 146 North, Range 96 West of the 5th P.M.  
Section 8: S½NW¼, SW¼, S½SE¼

WHEREAS, said lease expires in the absence of drilling operations on 10/26/2009 and the current owner(s) of said lease desire(s) to have the primary term of said lease extended.

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollars (\$10.00) and more, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby agree that the primary term of said lease insofar as the interest of the undersigned in the above described land is concerned, shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of **THREE (3)** years from 10/26/2009, subject however, in all other respects to the provisions and conditions of said lease or any modifications thereof.

IN WITNESS WHEREOF, this instrument is signed on this 28th day of April, 2009.

X Marcella M. Blasi  
Marcella M. Blasi

Tod G. Maleckar  
Tod G. Maleckar, as agent for  
CONTINENTAL RESOURCES, INC. and its  
assigns

#### ACKNOWLEDGEMENT

STATE OF KANSAS )  
COUNTY OF Pratt )

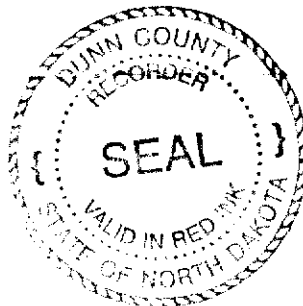
On this 28 day of, April, 2009, before me, a notary public, personally appeared Marcella M. Blasi, a widow

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

My Commission expires: 4-20-10

Kathy Wood  
Notary Public

749 0366



OIL AND GAS LEASE EXTENSION \$10.00  
Chris Larsen, Dunn County Recorder  
By P. Hendricks Deputy

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Page: 1 of 1  
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Picket 28A

**U.S. District Court  
District of North Dakota (Eastern)  
CIVIL DOCKET FOR CASE #: 3:20-cv-00092-PDW-ARS  
Internal Use Only**

Blasi et al v. Kraken Development III LLC et al  
Assigned to: Chief Judge Peter D. Welte  
Referred to: Magistrate Judge Alice R. Senechal  
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 05/26/2020  
Jury Demand: Plaintiff  
Nature of Suit: 195 Contract Product  
Liability  
Jurisdiction: Diversity

**Plaintiff**

**David A Blasi**

*as trustee of the Blasi Living Trust, on  
behalf of himself and a class of  
similarly situated persons  
other*

Blasi Living Trust

represented by **Michael S. Montgomery**  
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**Plaintiff**

**Paula J Blasi**

*as trustee of the Blasi Living Trust, on  
behalf of herself and a class of similarly  
situated persons  
other*

Blasi Living Trust

represented by **Michael S. Montgomery**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Charles Thomas Schimmel**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Gregory Bentz**  
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*ATTORNEY TO BE NOTICED*

**Isaac Diel**  
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*ATTORNEY TO BE NOTICED*

**Kyle G. Pender**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rex A Sharp**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Kraken Development III LLC**

represented by **Matthew Joseph Salzman**  
Stinson LLP  
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Kansas City, MO 64106  
816-691-2495



Email: matt.salzman@stinson.com  
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*ATTORNEY TO BE NOTICED*

**Defendant**

**Kraken Operating LLC**

represented by **Matthew Joseph Salzman**  
(See above for address)  
*LEAD ATTORNEY*  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Paul Jonathan Forster**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*



**Zachary R. Eiken**  
(See above for address)  
*LEAD ATTORNEY*


## ATTORNEY TO BE NOTICED

**Robin Wade Forward**

(See above for address)

## ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/26/2020	<a href="#">1</a>	COMPLAINT against Kraken Development III LLC, Kraken Operating LLC (Filing fee \$400, receipt number 320000297) filed by Paula J Blasi, David A Blasi. (Attachments: # <a href="#">1</a> Exhibit 1 - Oil and Gas Lease, # <a href="#">2</a> Civil Cover Sheet)(pb) (Entered: 05/26/2020)
05/27/2020	<a href="#">2</a>	Summons Issued as to Kraken Development III LLC, Kraken Operating LLC. (pb) (Entered: 05/27/2020)
05/27/2020	<a href="#">3</a>	NOTICE of Direct Assignment as to David A Blasi. Consent/Reassignment Form due by 6/10/2020. (pb) (Entered: 05/27/2020)
05/27/2020	<a href="#">4</a>	NOTICE of Direct Assignment as to Paula J Blasi. Consent/Reassignment Form due by 6/10/2020. (pb) (Entered: 05/27/2020)
05/27/2020		(Court only) ***Staff note: Attorney admission letters previously sent as to Kyle Pender, Rex Sharp, Isaac Diel, Gregory Bentz, and Chuck Schimmel in case 3:20-cv-85. (pb) (Entered: 05/27/2020)
06/03/2020	<a href="#">5</a>	CONSENT/REASSIGNMENT FORM by David A Blasi, Paula J Blasi. (pb) (Entered: 06/03/2020)
06/05/2020	 <a href="#">6</a>	*RESTRICTED - WRONG EVENT SELECTED* AFFIDAVIT of Service by Certified Mail Return Receipt, with copy of Certified Mail Receipt re <a href="#">1</a> Complaint, <a href="#">2</a> Summons Issued by David A Blasi, Paula J Blasi. (Montgomery, Michael) Modified on 6/9/2020 to restrict access. (js) (Entered: 06/05/2020)
06/05/2020	<a href="#">7</a>	SUMMONS Returned Executed by Paula J Blasi, David A Blasi. Kraken Development III LLC served on 6/1/2020, answer due 6/22/2020; Kraken Operating LLC served on 6/1/2020, answer due 6/22/2020. (js) (Entered: 06/09/2020)
06/09/2020		DOCKET CORRECTION re: <a href="#">6</a> AFFIDAVIT. Wrong event selected. Clerks office restricted access to document and re-filed as SUMMONS Returned Executed at <a href="#">7</a> . (js) (Entered: 06/09/2020)
06/09/2020	<a href="#">8</a>	NOTICE of Appearance by Robin Wade Forward on behalf of All Defendants (Forward, Robin) (Entered: 06/09/2020)
06/12/2020	<a href="#">9</a>	MOTION for Extension of Time to File Response/Reply as to <a href="#">1</a> Complaint <i>Stipulation for Extension of Time to Respond to Complaint</i> by Kraken Development III LLC, Kraken Operating LLC. (Salzman, Matthew) (Entered: 06/12/2020)

06/15/2020	10	(Text Only) ORDER by Magistrate Judge Alice R. Senechal granting unopposed <a href="#">9</a> Motion for Extension of Time to File Answer. Answer is due by 7/22/20. (LF) (Entered: 06/15/2020)
06/15/2020		Set/Reset Deadlines: All Defendants. Answer due 7/22/20. (LF) (Entered: 06/15/2020)
07/15/2020	<a href="#">11</a>	NOTICE of Direct Assignment as to Kraken Development III LLC. Consent/Reassignment Form due by 7/29/2020. (js) (Entered: 07/15/2020)
07/15/2020	<a href="#">12</a>	NOTICE of Direct Assignment as to Kraken Operating LLC. Consent/Reassignment Form due by 7/29/2020. (js) (Entered: 07/15/2020)
07/17/2020	<a href="#">13</a>	CONSENT/REASSIGNMENT FORM by Kraken Development III LLC, Kraken Operating LLC. (js) (Entered: 07/17/2020)
07/17/2020	14	(Text Only) ORDER REASSIGNING CASE to Chief Judge Peter D. Welte, as presiding judge, and Magistrate Judge Alice R. Senechal, as referral judge, for all further proceedings by Chief Judge Peter D. Welte. Magistrate Judge Alice R. Senechal no longer assigned as presiding judge. (js) (Entered: 07/17/2020)
07/22/2020	 <a href="#">15</a>	MOTION to Dismiss for Failure to State a Claim by Kraken Development III LLC, Kraken Operating LLC. (Salzman, Matthew) (Entered: 07/22/2020)
07/22/2020	<a href="#">16</a>	MEMORANDUM in Support re <a href="#">15</a> MOTION to Dismiss for Failure to State a Claim filed by Kraken Development III LLC, Kraken Operating LLC. (Salzman, Matthew) (Entered: 07/22/2020)
08/12/2020	<a href="#">17</a>	RESPONSE to Motion re <a href="#">15</a> MOTION to Dismiss for Failure to State a Claim filed by David A Blasi, Paula J Blasi. (Montgomery, Michael) (Entered: 08/12/2020)
08/25/2020	<a href="#">18</a>	STIPULATION re <a href="#">15</a> MOTION to Dismiss for Failure to State a Claim , <a href="#">17</a> Response to Motion <i>Stipulation for Extension of Time to File Response in support of Motion to Dismiss</i> by Kraken Development III LLC. (Forward, Robin) (Entered: 08/25/2020)
08/26/2020	19	(Text Only) ORDER by Magistrate Judge Alice R. Senechal. adopting the <a href="#">18</a> Stipulation re <a href="#">15</a> MOTION to Dismiss for Failure to State a Claim. Reply due by 8/31/2020. (AS) (Entered: 08/26/2020)
08/31/2020	<a href="#">20</a>	REPLY to Response to Motion re <a href="#">15</a> MOTION to Dismiss for Failure to State a Claim filed by Kraken Development III LLC, Kraken Operating LLC. (Forward, Robin) (Entered: 08/31/2020)
10/14/2020	21	NOTICE of Hearing: Status Conference set for 10/30/2020 at 09:00 AM by telephone conference before Chief Judge Peter D. Welte. Conference call information provided to parties by email. (SG) (Entered: 10/14/2020)
10/30/2020	<a href="#">22</a>	Minute Entry for proceedings held before Chief Judge Peter D. Welte: Status Conference held on 10/30/2020. (Court Reporter kk) (lh) (Entered: 10/30/2020)

11/16/2020	<a href="#">23</a>	BRIEF re <a href="#">22</a> Status Conference <i>Defendants' Position Regarding Potential Certification of a Question to the ND Supreme Court</i> by Kraken Development III LLC, Kraken Operating LLC. (Attachments: # <a href="#">1</a> Exhibit A- [Proposed] Certification Order)(Forward, Robin) Modified on 11/17/2020 to include Exhibit Letter (mf). (Entered: 11/16/2020)
11/16/2020	<a href="#">24</a>	BRIEF re <a href="#">22</a> Status Conference <i>Memorandum in Support of Plaintiffs' Position Regarding Certification of Legal Question to the Supreme Court of North Dakota</i> by David A Blasi, Paula J Blasi. (Montgomery, Michael) (Entered: 11/16/2020)
11/17/2020		DOCKET CORRECTION re: <a href="#">23</a> Brief. Clerk's Office added Exhibit Letter. (mf) (Entered: 11/17/2020)
11/30/2020	<a href="#">25</a>	Certification of Issue to State Court by Chief Judge Peter D. Welte. (Attachments: # <a href="#">1</a> Exhibit A - Exemplar Lease) (Order and Exhibit Electronically Transmitted to the North Dakota Supreme Court).(kmk) (Entered: 11/30/2020)