

A11-1746

6

STATE OF MINNESOTA  
COURT OF APPEALS

---

Jeanine M. Barker, Michael T. Blum,  
Nancy Boogaard, Marlan Buchert, Diane M. Campbell,  
Dean Champine, Joan Davis, Bernard Doom,  
Ramona Hammer, Todd I. Hammer, Paul Henriksen,  
James A. Hubley, Ronald A. Krause, Richard Maes,  
Chad Magnusses, Mark Mather, Carol A. Oakland,  
Susan A. Paradis, Don Raveling, Carolyn Runholt,  
Douglas E. Swenson, Mark Swenson, James L. Thomasson,  
Steven Van Moer, Paula Van Overbeke, Tamara K. Van Overbeke,  
Donna Swalboski, Lorene Verstraete, Nadine Vierstraete,  
Michael R. Williams, Mary Jo Zimmer, and Susan Zvorak,

Appellants,

vs.

County of Lyon and Lyon County  
Board of Commissioners,

Respondents.

---

**APPELLANTS' BRIEF AND ADDENDUM**

---

Gregg M. Corwin #19033  
Cristina Parra Herrera #388146  
Gregg M. Corwin & Associate  
Law Office, P.C.  
1660 South Highway 100, Suite 508E  
St. Louis Park, MN 55416  
952-544-7774

Ann R. Goering #210699  
Christian R. Shafer #0387947  
Ratwik, Roszak & Maloney, P.A.  
300 U.S. Trust Building  
730 Second Avenue South  
Minneapolis, MN 55402  
612-339-0060

ATTORNEYS FOR APPELLANTS

ATTORNEYS FOR RESPONDENTS

The appendix to this brief is not available for online viewing as specified in the *Minnesota Rules of Public Access to the Records of the Judicial Branch*, Rule 8, Subd. 2(e)(2).

**TABLE OF CONTENTS**

TABLE OF AUTHORITIES ..... iii

CERTIFICATE AS TO BRIEF LENGTH ..... 1

STATEMENT OF THE ISSUES ..... 2

STATEMENT OF THE CASE ..... 4

STATEMENT OF THE FACTS ..... 5

I. The Lyon County Policy Manual Promised Appellants a Post-Retirement Insurance Benefit ..... 5

II. The County Modified the Post-Retirement Benefit for Economic Reasons ..... 8

III. Appellants relied on the Benefit to Their Detriment ..... 11

ARGUMENT ..... 16

I. The Court Improperly Granted Summary Judgment on Appellants’ Promissory Estoppel Claim ..... 17

A. The County Made a Clear and Definite Promise to Appellants ..... 17

B. The County Intended to Induce Reliance and the Appellants Relied on Their Detriment ..... 19

1. The County Intended to Induce Reliance on the Part of Appellants ..... 19

2. Appellants Relied on the County’s Promise to Their Detriment ..... 20

C. Appellants Reliance on the County’s Promise Was Reasonable ..... 23

1. Appellants Reasonably Believed the County Commissioners and County Administrators’ Promises ..... 24

|     |  |    |
|-----|--|----|
| 2.  | The Disclaimer Does Not Render Appellants' Reliance<br>Unreasonable as a Matter of Law .....                           | 27 |
| D.  | The Promise Must be Enforced to Prevent Injustice .....  | 29 |
| II. | The District Court Improperly Granted Summary Judgment on<br>Appellants' Unconstitutional Impairment of Contract ..... | 30 |
|     | CONCLUSION .....   | 33 |
|     | ADDENDUM .....   | 34 |

## TABLE OF AUTHORITIES

### Cases

|  |                    |
|--|--------------------|
| <u>Aberman v. Malden Mills Indus., Inc.</u> , 414 N.W.2d 769 (Minn. Ct. App. 1987) .....                                 | 19                 |
| <u>Aderman v. Cnty. of Washington</u> , No. C2-2348, 1989 WL 35612 (Minn. Ct. App. Apr. 18, 1989) .....                  | 3, 33              |
| <u>Anderson v. Cnty. of Lyon</u> , 784 N.W.2d 77 (Minn. Ct. App. 2011) .....   | 32                 |
| <u>Berg v. Xerxes-Southdale Office Bldg. Co.</u> , 290 N.W.2d 612 (Minn. 1980) .....                                     | 23                 |
| <u>Celotex Cop. v. Caltrett</u> , 477 U.S. 317 (1986) .....  | 23                 |
| <u>Christensen v. Minneapolis Mun. Emps. Ret. Bd.</u> , 331 N.W.2d 740 (Minn. 1983) .....                                | 22, 29, 30, 31, 32 |
| <u>Cohen v. Cowles Media Co.</u> , 479 N.W.2d 387 (Minn. 1992) .....   | 17                 |
| <u>In Re Estate of Poncin</u> , No. C6-97-1176, 1998 WL 8470 (Minn. Ct. App. Jan. 13, 1998) .....                        | 23                 |
| <u>Faimon v. Winona State Univ.</u> , 540 N.W.2d 879 (Minn. Ct. App. 1995) .....   | 20                 |
| <u>Gaalswyk v. King</u> , No. 10-411 (PJS/JSM), 2011 WL 409158 (D. Minn. Aug. 2, 2011) .....                             | 19                 |
| <u>Garmaker v. Sterling Elec. Const. Co., Inc.</u> , No. C4-95-1204, 1995 WL 606591 (Minn. Ct. App. Oct. 17, 1995) ..... | 2, 28              |
| <u>Gaspord v. Washington Cnty. Planning Comm'n</u> , 252 N.W.2d 589 (1977) .....   | 16                 |
| <u>Halek v. City of St. Paul</u> , 35 N.W.2d 705 (Minn. 1949) .....  | 31                 |
| <u>Hanks v. Hubbard Broadcasting, Inc.</u> , 493 N.W.2d 302 (Minn. Ct. App. 1992) .....                                  | 24, 29             |

|   |            |
|---|------------|
| <u>Hempel v. Nor-Son, Inc.</u> , No. A09-2004, 2010 WL 2650546 (Minn. Ct. App. July 6, 2010) .....                    | 2, 27      |
| <u>Hessian v. Ervin</u> , 283 N.W. 404 (Minn. 1939) .....   | 31         |
| <u>Housing and Redevelopment Auth. of Chisholm v. Norman</u> , 696 N.W.2d 329 (Minn. 2005) .....                      | 3, 30      |
| <u>Hoyt Props., Inc. v. Prod. Res. Grp., L.L.C.</u> , 716 N.W.2d 366 (Minn. Ct. App. 2006) .....                      | 20         |
| <u>Johnson Bldg. Co. v. River Bluff Dev. Co.</u> , 374 N.W.2d 187 (Minn. Ct. App. 1985) .....                         | 2, 29      |
| <u>Law Enforcement Labor Servs., Inc. v. Cnty. of Mower</u> , 483 N.W.2d 696 (Minn. 1992) .....                       | 21, 22, 30 |
| <u>Martens v. Minn. Mining &amp; Mfg. Co.</u> , 616 N.W.2d 732 (Minn. 2000) .....                                     | 18         |
| <u>In re Mesaba Aviation Div. of Halvorson of Duluth, Inc. v. Cnty. of Itasca</u> , 258 N.W.2d 877 (Minn. 1977) ..... | 25         |
| <u>Minn. Teachers Ret. Fund Ass'n v. State of Minn.</u> , 490 N.W.2d 124 (Minn. Ct. App. 1992) .....                  | 32         |
| <u>Nicollet Restoration, Inc. v. City of St. Paul</u> , 533 N.W.2d 845 (Minn. 1985) .....                             | 2, 17, 23  |
| <u>Nutakor v. Kallys</u> , No. C0-98-1751, 1999 WL 289253 (Minn. Ct. App. May 11, 1999) .....                         | 24         |
| <u>Rathbun v. W.T. Grant Co.</u> , 219 N.W.2d 641 (1974) .....  | 17         |
| <u>Ruud v. Great Plains Supply, Inc.</u> , 526 N.W.2d 369 (Minn. 1995) .....  | 19         |
| <u>Sally v. Norwest Mortgage, Inc.</u> , No. C4-02-2181, 2003 WL 22039526 (Minn. Ct. App. Sept. 2, 2003) .....        | 23         |
| <u>Schroeder v. St. Louis Cnty.</u> , 708 N.W.2d 497 (Minn. 2006) .....   | 16         |
| <u>Slezak v. Ousdigian</u> , 110 N.W.2d 1 (Minn. 1961) .....  | 31         |

|  |        |
|--|--------|
| <u>U.S. Trust Co. v. New Jersey</u> , 431 U.S. 1, 26 (1977) .....  | 32     |
| <u>Williams v. Heins, Mills &amp; Olson, PLC</u> , No. A09-1757, 2010<br>WL 3305017 (Minn. Ct. App. Aug. 24, 2010) ..... | 21     |
| <u>William v. Smith</u> , No. A10-1802, 2011 WL 4905629 (Minn.<br>Ct. App. Oct. 17, 2011) .....                          | 22, 25 |
| <br><u>Statutes</u>  |        |
| Minn. Stat. § 375A.06 .....  | 26     |

**CERTIFICATE AS TO BRIEF LENGTH**

This brief complies with the form and length requirements of Minn. R. App. P. 132.01, subs. 1-3. Appellants' attorneys prepared this brief using the word processing software Microsoft Office Word 2007. The brief uses the proportional font "Times New Roman," in 13-point type. According to the software's word count utility feature, this brief contains 7,862 words, thereby satisfying Minn. R. App. P. 132.01.

## STATEMENT OF THE ISSUES

1. Did the District Court err in determining as a matter of law that Appellants' reliance on Respondents' promise to provide post-retirement health care benefits was unreasonable, thereby dismissing Appellants' claim for promissory estoppel?

Respondents moved for summary judgment on Appellants' claim for promissory estoppel. (App. 373.)<sup>1</sup> The district court granted summary judgment because it found that Appellants' reliance was not reasonable. (Add. 4.) Appellants timely appealed from the entry of summary judgment. (App. 451.)

### Apposite Authorities:

Garmaker v. Sterling Elec. Const. Co., Inc., No. C4-95-1204, 1995 WL 606591 (Minn. Ct. App. Oct. 17, 1995).

Hempel v. Nor-Son, Inc., No. A09-2004, 2010 WL 2650546 (Minn. Ct. App. July 6, 2010).

Johnson Bldg. Co. v. River Bluff Dev. Co., 374 N.W.2d 187, 194 (Minn. Ct. App. 1985)

Nicollet Restoration, Inc. v. City of St. Paul, 533 N.W.2d 845 (Minn. 1995).

2. Did the District Court err in determining as a matter of law that Appellants did not have a vested right in the post-retirement health care benefits that Respondents had promised, thereby dismissing Appellants' claim for unconstitutional impairment of contract?

---

<sup>1</sup> "App. [#]" refers to Appellants' Appendix.

Respondents moved for summary judgment on Appellants' claim for unconstitutional impairment of contract. (App. 3.) The district court granted summary judgment because it found that Appellants' did not have a vested right in the post-retirement health care benefit. (Add. 7.) Appellants timely appealed from the entry of summary judgment. (App. 451.)

Apposite Authorities:

Housing and Redevelopment Auth. of Chisholm v. Norman, 696

N.W.2d 329 (Minn. 2005).

Aderman v. Cnty. of Washington, No. C2-2348, 1989 WL 35612 (Minn. Ct.

App. Apr. 18, 1989).

## STATEMENT OF THE CASE

Appellants, current and retired employees of Lyon County, brought an action against Lyon County and the County's Board of Commissioners relating to Lyon County's modification of a post-retirement benefit that had long been provided to Lyon County employees. (App. 1.) Appellants brought claims for breach of contract, promissory estoppel and unconstitutional impairment of contract. On August 24, 2011, Judge Jeffrey L. Flynn issued an order granting Respondents' motion for summary judgment on all claims, and entered the judgment. (Add. 9.) The district court granted summary judgment on the promissory estoppel claim because it found as a matter of law that Appellants' reliance on the policy manual provision was not "reasonable." The district court granted summary judgment on the impairment of contract claim because it found as a matter of law that Appellants did not have a "vested" right in the post-retirement benefit. Appellants timely appealed from this order. (App. 451.)

## STATEMENT OF THE FACTS

Appellants are Lyon County current and retired employees and elected officials<sup>2</sup> who relied to their detriment on receiving a post-retirement benefit Lyon County promised and provided for many years. Lyon County began promising to pay for employees' post-retirement insurance premiums in 1985. In 1997, the County determined that it would only provide the benefit to persons employed at that time, including Appellants. But in 2009, the County modified its promise and determined that going forward, the County would pay a reduced portion of retirees' premiums. The County continues to provide the full benefit to retirees who retired before the change in 2009.

### **I. The Lyon County Policy Manual Promised Appellants a Post-Retirement Insurance Benefit.**

The County's Policy Manual, approved by the County Board, provided how employees earned the post-retirement benefit:

Any employee retiring while in active service shall be entitled to 3% per year of service toward their health insurance premium.

(App. 22.) The Policy Manual also provided in the Introduction that “[a]ny deviation from the established policy of operation will be recognized only on the authority of the Board of County Commissioners.” (App. 17.) On the last page, the Policy Manual stated:

This policy manual, which will replace all previous policy manuals has been approved by the Lyon County Board of Commissioners this 22<sup>nd</sup> day of October, 1985, and is to be in effect October 22, 1985.

---

<sup>2</sup> The County promised the benefit to both employees and elected officials. (E.g., App. 40.) The term “employees” will, unless otherwise stated, include both employees and elected officials.

(App. 32.)

The 1989 Policy Manual stated:

Any employee or elected official retiring while in active service shall be entitled to Three (3) % per year of service towards their health insurance premium.

(App. 40.) The statement regarding deviations from the established policy remained the same, and on the last page, the Manual stated that it replaced all previous policy manuals.

(App. 35, 53.)

In 1991, the County increased the percentage earned to four percent per year of service. The 1991 Policy Manual states:

Any employee or elected official retiring while in active service shall be entitled to four percent per year of service towards their health insurance premium.

(App. 63.) The Policy Manual also added the following language to the Introduction.

Although it is not an employment contract, this policy manual guides the employment relationship between the County and all County employees except Board members, elected officials and non-County employees who are members of Boards and Committees unless explicitly noted otherwise. The Board reserves the right to change any of these policies, after notice to and input from employees.

(App. 57.) The 1991 Manual retained the language regarding deviations and replacing previous policy manuals. (App. 57, 75.)

This 1995 Policy Manual states:

Any employee or elected official retiring while in active service shall be entitled to four percent per year of service towards the County dental and health insurance premium.

(App. 87.) The 1995 Manual contains the same language in the Introduction regarding deviations, and changes to the policies as the 1991 Manual. It also contains a disclaimer before the Introduction, that states: “PLEASE NOTE: THIS POLICY MANUAL IS NOT AN EMPLOYMENT CONTRACT.” (App. 79.) On the last page, the Manual contains the same language as before, stating that it replaces previous policy manuals. (App. 110.)

In 1997, the Lyon County Board of Commissioners passed a resolution modifying the benefit for future employees, but preserving it for current employees. The resolution states:

WHEAREAS, Lyon County policy currently provides for certain payment for health and dental insurance to retired employees who qualify, and;

WHEREAS, the cost of this insurance is rapidly increasing and may cause financial hardship to the taxpayers of Lyon County in the future,

NOW THEREFORE BE IT RESOLVED, effective May 01, 1997 any employee hired after this date will no longer be eligible for this benefit. Employees currently employed by Lyon County and who qualify for this benefit as of May 01, 1997 will continue to qualify as per county policy in effect at that time.

(App. 541.)

The 1999 Policy Manual states:

Any employee or elected official hired on a full-time basis or elected to office prior to May 01, 1997 and retiring while in active service shall be entitled to four percent (4%) per year of service towards the County dental and health insurance premium. . . . Any employee hired after May 01, 1997 shall not be eligible for this benefit.

(App. 130.) The 1999 Policy Manual retains the disclaimer, the language in the Introduction regarding deviations and changes to the policies and replacing previous policy manuals. (App. 121, 158.)

The 2003 Policy Manual contains the same provision regarding the benefit as the 1999 manual. (App. 224.) On the twelfth page, in an Article titled “Philosophy, Mission and Scope,” it stated: “This Employee Handbook is not a contract;” and “The County Board may modify or revoke any of these policies at any time.” (App. 171.) The 2007 Policy Manual also contained each of these provisions regarding the benefit and handbook not being a contract, and modification of the policies. (App. 224, 171.)

In 2009, the County Board modified the benefit by passing a resolution. The Resolution stated:

Article 3260, Section D of the Lyon County Personnel Policies shall be amended as follows:

Any employee or elected official hired on a full-time basis or elected to office prior to May 01, 1997 and retiring while in active service shall be entitled to monthly contributions of a maximum amount of \$330, which shall be prorated at 4% per year of service. Payments would continue for ten years (120) monthly payments), or upon death of the retiree, whichever occurs first. All payments would be made to a health care retirement account. ~~four percent (4%) percent per year of service towards the County dental and health insurance premium. . . . Any employee hired after May 01, 1997 shall not be eligible for this benefit.~~

(App. 686.)

## **II. The County Modified the Post-Retirement Benefit for Economic Reasons.**

When the County first began offering the benefit to its employees in 1985, health insurance was more affordable, and it was easier for the County to offer the benefit than offer a salary increase. Former Commissioner Paul Knoblauch explained to Appellant Jeanine Barker at the time the benefit was first provided at the three percent rate that the County could not raise taxes because it was a bad time for farmers. The County opted

instead to offer the retiree health benefit. (App. 651; see also App. 663.) Unfortunately, the County never funded the benefit it promised its employees. From the beginning, the fund was an unfunded liability paid out of the current budget.

The 1997 County Board Resolution acknowledged the financial difficulties the County faced in paying for the benefit, but maintained the benefit for current employees, including Appellants. County minutes show that when the Board was considering ending the benefit, Board members specifically discussed whether current employees would be affected:

Jorgensen - . . . This resolution removes the retirement insurance benefit for anyone hired full-time after May 1, 1997. Discussion on resolution.

Goodenow – This will not affect anyone that was hired before May 1?

Jorgensen – Correct. Fenske – This is a good deal.

(App. 692.) The County continued to pay the benefit for employees hired before May 1, 1997 when these employees retired. The County, however, did not fund the benefit for future retirees, and health care costs continued to rise. These costs again were assessed against the current budget. No money was ever put away in a fund to pay this benefit in the future.

In 2007 or 2008, the Government Accounting Standard Board issued an accounting change requiring public entities to account for their liability for post-employment benefits. (App. 675.) Before the accounting change, public entities were not required to calculate and disclose the amount of the accrued liability, resulting in no liability on the financial records. (App. 676.) The County commissioned an actuarial

study to determine the County's liability after the change. (App. 675.) The report, issued in October 2007, calculated the County's liability at \$9,480,606. (App. 676.) A second report, issued in 2009, recalculated the liability at \$4,103,917. (App. 676.)

With the institution of the accounting change, County Administrator Loren Stomberg began to think the County should change the benefit. He acknowledged that the policy of granting the benefit only became an issue because under the accounting change, the County now had to recognize the liability on its books. (App. 676.) The County considered changes to the benefit at Board meetings held in 2008.

In October of 2008, after the County Administrator and Board had begun considering these changes, the County required that employees as a condition of continued employment sign a form ("the Acknowledgment form") stating that the Policy Manual "supersedes" previous Policy Manuals. (App. 516-540.) Appellants were told that if they did not sign this form, they could lose their jobs. The Acknowledgment states in relevant part:

I understand these manuals or any other Lyon County policy, practice or procedure, do not constitute a contract. Since the information, policies and benefits are subject to change, I acknowledge that revisions to these Manuals may occur.

(App. 516-40.) The County had never before required that employees sign a form with such language. Employees had sometimes signed forms stating that they received the Policy Manual, or a specific policy, but had never required that employees sign a form like the Acknowledgment form. (App. 508-515.) Some Appellants refused to sign the

Acknowledgment form as written. Michael Blum wrote: "I do not agree current policies supersede previous benefits offered." (App. 525.) Diane Campbell and Susan Paradis crossed out the paragraph stating that that policies and benefits are necessarily subject to change. (App. 522-23.)

The Board held meetings where employees asked that the Board consider alternatives and told the Board how they had relied on the benefit to their detriment, and current and former Commissioners discussed the purpose of the benefit. (App. 306-08.) At the November 18, 2008 special meeting, former commissioner Paul Knoblauch acknowledged that the purpose of the benefit was to retain employees: "I guess I am one of those that you can blame for starting that program and I am not ashamed of it. . . We had some good employees we wanted to keep." Commissioner Goodenow stated that the benefit "is a reward for long term employment with the county when you retire." (App. 307.) Also at the November 18 meeting, Appellant Dean Champine read a letter on behalf of affected employees. (App. 306-07.) The letter explains that the benefit had been part of employees' retirement plans, and described the opportunities employees had forgone because they expected to receive the benefit.

### **III. Appellants Relied on the Benefit to Their Detriment.**

Appellants made decisions about their retirement based on the County's promise that they would receive the benefit. (App. 361.) They made professional decisions and financial decisions in reliance on this promise. Employees told the County Board about some of these decision in the letter they read at the November 18, 2008 Board meeting,

but the County was aware of employees' reliance even before the November meeting. (App. 306-07.)

Appellants made financial decisions in reliance on the County's promise. Susan Paradis and her husband planned their investments and contributed to her disabled son's finances with the expectation that her health insurance premiums would be covered when she retired. (App. 365, 588-89.) Susan Zvorak did not believe she would have to save money for post-retirement health insurance premiums. (App. 551.) She believed the County could not take away a benefit she had already earned: "I felt that I was earning it through the years by this four percent or three percent that we were earning and I didn't know they could take something away that you had already earned." (App. 552.)

Jeanine Barker chose to run for reelection as County Recorder because she wanted to keep the benefit. (App. 657.) She decided not to remain on her husband's family health care plan because she believed her coverage would be covered by the County. (App. 362.) She relied on the Policy Manual even though it contained a disclaimer because she believed that the Manual was not an individual contract with each employee, but that "it was the working policies of the county which we had to adhere to or not be able to be employed by the county." (App. 657.) She believed the benefit was part of her compensation, and that the benefit was provided in lieu of salary increases. (App. 657.)

Other Appellants made professional decisions based on the County's promise that it would provide the benefit. Appellant James Hubley discussed the benefit with former Commissioner Paul Knoblauch, who told Mr. Hubley that he should continue to work for

the County because of the benefit, and that other employers would not be able to match it. (App. 618.) Chad Magnussen accepted the position with the County after the County Engineer used the benefit to entice him to work for the County; he turned down a job with higher wages with Martin County because they did not offer the same retirement health insurance benefit. (App. 364.) Michael Blum accepted the position with the County based in part on the promised benefit; the person interviewing him for the position, Tom Behm, acknowledged that the wages were not as competitive, but emphasized that the benefit was a very good deal. (App. 362, 645.) Steve Van Moer learned about the benefit at his job interview with the County in 1985, and realized then that the value of the benefit. (App. 575.) He later withdrew from the interview process for another position that did not offer a post-retirement benefit similar to the County's based in part on the benefit. (App. 574.) Diane Campbell testified that her "main focus" was to work for twenty-five years to obtain the full benefit, and that if anyone had told her that after twenty-four years of service, the County would not provide the benefit, she would have pursued different job opportunities. (App. 638.) Other Appellants, such as Nancy Boogaard, Todd Hammer, Ronald Krause, and Carol Oakland, did not apply for other positions because they believed they would receive the benefit when they retired. (App. 362-64, 672.)

Joan Davis, who works for the court system, chose to receive County benefits rather than state benefits when she had the choice in 2000. (App. 630.) The court system went from a county system to a state system in 2000, and employees were allowed to choose between state benefits and county benefits. (App. 630.) Joan Davis chose County

benefits based on the retirement benefit. She had been working for the County for twenty-four years at that point, and chose to stay with the County solely because of this benefit. (App. 307.) In 2000, her twenty-four years of service entitled her to 96% of the post-retirement insurance. After she made that choice, she was diagnosed with Multiple Sclerosis, and will require health insurance after she retires. (App. 632.) When she chose County benefits, she gave up vacation leave that she would have had if she had chosen state benefits. (App. 363.) Other court employees chose state benefits, but she chose County employee benefits because she was so close to obtaining the full benefit. (App. 363.)

Appellants believed they would receive the benefit that was promised to them in the Policy Manual despite the disclaimer. Carolyn Runholt believed that the statement that the Manual was subject to change meant that the County could make changes going forward, but could not change what it had promised in the past. (App. 583.) Diane Campbell also interpreted the disclaimer to mean “that there may be a change from that point forward. Change is what they did in ’97 when they took this away from new employee hires. Change is not taking away what has already been earned.” (App. 639.)

Tamara Van Overbeke explained why she relied on the Policy Manual:

As far as I look upon the policy manual it is what your employer expects of you and what you get in return. If I am still here and I have not been terminated or fired or those types of things and I have given everything I can and get good evaluations from my supervisors, I figure I am standing by my part of the deal and I expect the same from the other part.

(App. 561.) Jeanine Barker believed that because employees earned a percentage of the benefit with each year of service, the County could not take away the percentage she had earned. (App. 659.) Paul Henriksen believed that he had earned a percentage of the benefit with each year of service. (App. 627.) Carol Oakland testified that she had received the benefit in lieu of salary increases. (App. 596.) Paula Van Overbeke, who supervised other employees, did not believe that the County could take away the benefits employees earned, such as the post-retirement benefit. (App. 569.)

Appellants also believed that they would receive the benefit based on the 1997 Board Resolution. Paula Van Overbeke believed that current employees were grandfathered in by the 1997 resolution. (App. 569.) Chad Magnusson thought that he would definitely receive the benefit because he had started working before 1997. (App. 603.) Steve Van Moer also believed that the County knew it would be obligated to provide the benefit to employees hired before 1997:

Well a promise is promise. It was in the policy manual and I understood fully when they took it away . . . for any new employees, they knew what you're getting into with that deal. But when you spend your whole life working for the company and they pull that out from underneath you, yeah, that hurts.

(App. 576.) Steven Johnson also understood that by not providing the benefit to new employees, the County was obligating itself to continue to provide it for existing employees. (App. 609.)

The County Board members knew that employees had relied on the post-retirement benefit and considered it part of their compensation. (E.g., App. 555.) At one

point, the County Board froze salaries so that employees could keep the benefit. (App. 596.) Appellant Jeanine Barker spoke with commissioners regarding the benefit, and reminded Commissioner Phil Nelson that the County had promised employees the benefit, and that employees had earned the benefit with each year of service. (App. 650.) Ms. Barker had similar conversations with Commissioners Bob Fenske and Mark Goodenow. (App. 650-51.) In the late 1980s, then-Commissioner Paul Knoblauch told James Hubley that he “better stick around” because the benefit was so good, and stated that other employers would never match the County’s benefits. (App. 618.) At the August 19, 2008 Board meeting, Commissioner Goodenow acknowledged that employees had planned on having the benefit when they retired: “It is a very generous benefit but on the other hand there is an argument that you work and plan on having it paid or not.” (App. 283.)

Nevertheless, in February 2009, the Board altered the benefit. In February of 2009, the County changed the benefit to cap the premiums at \$330 per month for ten years. (App. 676.)

## **ARGUMENT**

Summary judgment is proper only where there is no genuine issue of material fact in dispute and where a determination of the applicable law will resolve the controversy. Gaspord v. Washington Cnty. Planning Comm’n, 252 N.W.2d 589 (1977). The party moving for summary judgment bears the burden of persuasion. On a motion for summary judgment, courts consider the evidence in the light most favorable to the nonmoving

party. Schroeder v. St. Louis Cnty., 708 N.W.2d 497 (Minn. 2006). Any doubt regarding the existence of a genuine fact issue should be resolved in favor of its existence. Rathbun v. W.T. Grant Co., 219 N.W.2d 641 (1974).

**I. The Court Improperly Granted Summary Judgment on Appellants' Promissory Estoppel Claim.**

To prevail on a claim for promissory estoppel, plaintiffs must show that:

- a. A clear and definite promise was made;
- b. The promisor intended to induce reliance and the promisee in fact relied to his or her detriment; and
- c. The promise must be enforced to prevent injustice.

Cohen v. Cowles Media Co., 479 N.W. 2d 387, 391 (Minn. 1992). The reliance must also be reasonable. Nicollet Restoration, Inc. v. City of St. Paul, 533 N.W.2d 845 (Minn. 1995).

**A. The County Made a Clear and Definite Promise to Appellants.**

The County promised Appellants that for each year they worked, the County would pay a percentage of their insurance premiums after retirement. The promise is in:

- (1) The Policy Manual, which stated that employees would receive a percentage of the premiums for each year of service;
- (2) The Board's 1997 resolution stating that persons employed at the time would receive a percentage of their post-retirement insurance premiums for each year of service;

(3) Statements made to Appellants by County Board members regarding the future availability of the benefit; and

(4) The County's practice of paying retirees a percentage of their insurance premiums for each year of service.

In determining whether a promise in an employee handbook is sufficiently definite, Minnesota courts require that the language be definite enough "for a court to discern with specificity what the provision requires of the employer so that if the employer's conduct in terminating the employee or making other decisions affecting the employment is challenged, it can be determined if there has been a breach." Martens v. Minn. Mining & Mfg. Co., 616 N.W.2d 732, 742 (Minn. 2000).

The County's promise to Appellants was definite. The promise was not a general statement of policy. It is a clear statement that offered a precise, quantifiable benefit: four percent of an employee's post-retirement health insurance benefits for each year of service. Indeed, the County has never alleged that the promise cannot be discerned with specificity. Rather, it was because the promise and the cost to the County could be so clearly discerned that the County changed the benefit. The County commissioned a study to determine the costs of the benefit, and upon determining that the County could not afford this benefit, it modified the benefit. That analysis and decision plainly contradict any argument that the promise is indefinite.

Even if the promise in the Policy Manual did not give rise to a unilateral employment contract, the promise is sufficient to support a claim for promissory estoppel.

In cases like Ruud and Aberman, courts found that the employer's promises were too vague to create a contract. Ruud v. Great Plains Supply, Inc., 526 N.W.2d 369 (Minn. 1995); Aberman v. Malden Mills Indus., Inc., 414 N.W.2d 769 (Minn. Ct. App. 1987). Unlike this case, the alleged promises in those cases were more akin to general policy statements than to definite promises for a discernible benefit. Moreover, in this case, the district court found that the "Policy Manual constituted an employment contract between Lyon County and its employees." The County has not appealed this finding. Accordingly, any argument that the promise was insufficiently clear to constitute a definite promise must fail.

**B. The County Intended to Induce Reliance and the Appellants Relied to Their Detriment.**

*1. The County Intended to Induce Reliance on the Part of Appellants.*

The County used the benefit to induce Appellants to provide long-term service to the County. To the extent Respondents contest whether the benefit was an inducement to provide long-term service, this question is a jury question inappropriate for summary judgment. Gaalswyk v. King, No. 10-411 (PJS/JSM), 2011 WL 409158, \*11 (D. Minn. Aug. 2, 2011) (App. 706). The benefit itself is evidence of the County's intent because it is a reward for long-term service, with employees earning a percentage of the insurance premiums with each year of service. The County Board members' statements regarding the reason for providing the benefit also prove that the County used the benefit to induce employees to continue to work for the County. Further, the County has never denied that

the purpose of the benefit was to induce Appellants to provide long-term service to the County.

2. *Appellants Relied on the County's Promise to Their Detriment.*

“Ultimately, reliance is a jury question.” Hoyt Props. Inc. v. Prod. Res. Grp. L.L.C., 716 N.W.2d 366, 375 (Minn. Ct. App. 2006). Appellants submitted evidence that they relied to their detriment by turning down job offers. They turned down job offers or failed to apply for other jobs because they relied on the County’s promise. They failed to include insurance premium costs in their retirement plans because they relied on the County’s promise. A jury should have been permitted to consider that evidence. The district court made no findings as to whether or not Appellants relied to their detriment on the County’s promise, but under Minnesota law on promissory estoppel, Appellants’ evidence of reliance is sufficient for a jury to find that Appellants relied on the County’s promise to their detriment.

The decision to turn down other job opportunities or to not seek out such opportunities in the first place is sufficient to support a claim for promissory estoppel. Appellants took these actions because other employers did not offer this benefit, and they relied on the County’s promise to provide the benefit when they retired. In Faimon v. Winona State University, this Court found that such reliance was sufficient to support a claim for promissory estoppel. 540 N.W.2d 879 (Minn. Ct. App. 1995). The employee “contend[ed] that the promise invited her to withhold applications for alternative employment and that respondent should reasonably have expected this reliance.” Id. at

882; see also Williams v. Heins, Mills & Olson, PLC, No. A09-1757, 2010 WL 3305017 (Minn. Ct. App. Aug. 24, 2010) (finding that evidence that employee continued to work for employer and made personal sacrifices was sufficient to support jury verdict that he relied on employer's promise) (App. 737). Viewing the record in the light most favorable to the employee, the court found that the record would permit a conclusion that the employer should reasonably have expected the employee's reliance on the employer's promise. Faimon, 540 N.W.2d at 883.

Appellants also relied to their detriment on the County's promise when making financial decisions regarding retirement. Courts have found that this type of reliance is sufficient to support a claim for promissory estoppel. In County of Mower, the Minnesota Supreme Court held that a county was estopped from denying post-retirement health insurance benefits to an employee based on a collective bargaining agreement. Law Enforcement Labor Servs., Inc. v. Cnty. of Mower, 483 N.W.2d 696 (Minn. 1992). There is no collective bargaining agreement in this instance, but the detrimental reliance findings and analysis in Mower apply equally in this case:

Baker reasonably relied on the county's assurances that he and his dependents were entitled to health care insurance at the county's expense and on its custom of regular payment of the premium. As a consequence, he did not anticipate having to pay such premiums from his own funds or to investigate alternative sources of health care insurance, which have now become very expensive. Having represented to Baker that he had satisfied the eligibility conditions for retirement benefits, . . . the county is estopped from depriving Baker and other similarly situated retirees of the fruit of their legitimate expectations.

Id. (citing Christensen v. Minneapolis Mun. Emps. Ret. Bd., 331 N.W.2d 740 (Minn. 1983)).

As in Mower, Appellants relied on the County's assurances and on the County's custom of regularly paying retirees' premiums. Appellants did not anticipate having to pay the post-retirement premiums out of their own funds, or investigating alternative sources of health care insurance. The County has acknowledged how expensive premiums are and to escape that costly obligation, modified the benefit after Appellants earned it. As a result, Appellants are now unexpectedly faced with paying such premiums. This Court should find that just as in Mower, the County is estopped from depriving Appellants of the fruit of their legitimate expectations.

Based on this evidence, a court may not find that there was no reliance as a matter of law. Appellants relied on the County's promise to provide the benefit for years before the County ever signaled that it may not fulfill its promise to provide the benefit. The evidence of this reliance is sufficient for a jury to conclude that Appellants relied on the County's promise to their detriment. See Williams v. Smith, No. A10-1802, 2011 WL 4905629, \*6 (Minn. Ct. App. Oct. 17, 2011) (finding sufficient evidence for a jury to conclude that Appellant relied on Respondent's promise to his detriment before Respondent informed Appellant that Respondent lacked authority to make binding promise) (App. 743).

**C. Appellants' Reliance on the County's Promises Was Reasonable.**

To begin, reasonableness of the reliance is a question for the fact-finder, not for the court to decide on summary judgment. Nicollet Restoration, 533 N.W.2d at 848; In re Estate of Poncin, No. C6-97-1176, 1998 WL 8470, \*3 (Minn. Ct. App. Jan. 13, 1998) (App. 703); Scally v. Norwest Mortgage, Inc., No. C4-02-2181, 2003 WL 22039526, \*5 (Minn. Ct. App. Sept. 2, 2003) (App. 731). Further, the question to be asked in determining whether reliance is reasonable is not whether the representation would deceive the average person, but whether the representation was calculated to deceive a person of the capacity and experience of the particular individual. Berg v. Xerxes-Southdale Office Bldg. Co., 290 N.W.2d 612, 616 (Minn. 1980). Summary judgment is appropriate only if there is "a complete failure of proof" that reliance was reasonable because such failure would render all other facts immaterial. Nicollet Restoration, 533 N.W.2d at 848 (citing Celotex Corp. v. Caltrett, 477 U.S. 317, 323 (1986)). Because Appellants have produced evidence that reliance was reasonable, summary judgment is inappropriate.

Appellants relied on the County's promise to provide the benefit because the County had acknowledged in 1997 its obligation to provide the benefit to current employees and had in fact provided the benefit to its retirees, and because County Commissioners had represented to Appellants that they would receive the benefit. The County appeared to have already acted to address the rising cost of the insurance premiums by ceasing to offer the benefit to new employees. Further, the benefit was

structured so that Appellants would earn a part of it each year they worked for the County. Accordingly, Appellants reasonably believed that the County would not take away what they had earned. Based on this evidence, a jury could reasonably determine that Appellants continued to believe that the County would provide the benefit despite the disclaimer in the Policy Manual. Hanks v. Hubbard Broadcasting, Inc., 493 N.W.2d 302, 310 (Minn. Ct. App. 1992).

The district court, however, ignored this evidence, and focused solely on the disclaimer in the Policy Manual. The district court stated that “It is unpersuasive to argue that a reasonable person would rely on the terms of a policy manual that could, by a vote of the Board of Commissioners, be ‘revised, modified, or amended.’” (Add. 6.) By focusing solely on the disclaimer, and failing to consider the evidence that reliance was reasonable, the district court made improper findings of fact and usurped the role of the jury.

*1. Appellants Reasonably Believed the County Commissioners and County Administrators’ Promises.*

There is a material question of fact regarding whether it was reasonable for Appellants to rely on the promises of County employees and elected officials. Nutakor v. Kallys, No. C0-98-1751, 1999 WL 289253, \*2-3 (Minn. Ct. App. May 11, 1999) (App. 728). The County argued below that the County should not be bound by the promises of County employees, even when such employees have the apparent authority to make such promises on the county’s behalf. But in promising this benefit, the County was acting like

any private employer would, and therefore cannot shield itself from liability by relying on its public entity status. At a minimum, there is a question of fact regarding whether it was reasonable for Appellants to believe that the County should not be bound by its employees' promises based on the County's status as a public entity.

Further, because providing and administering employment benefits is not a sovereign matter, an equitable doctrine like promissory estoppel applies to the County's actions. In re Mesaba Aviation Div. of Halvorson of Duluth, Inc. v Cnty. of Itasca, 258 N.W.2d 877, 879 (Minn. 1977). Although Mesaba dealt with equitable estoppel, the same reasoning applies to promissory estoppel. Further, this Court recently held that a public employer should be held to the same responsibilities and liabilities as a private employer. Williams v. Smith, 2011 WL 4905629 at \*6. But even if this case involved a sovereign matter, the County may be bound by its promise if justice so requires:

The foundation for equitable estoppel is justice. . . . [T]he equities of the circumstances must be examined and the government estopped if justice so requires, weighing in that determination the public interest frustrated by the estoppel.

Mesaba 258 N.W.2d at 880.

Courts have applied equitable estoppel to bind public entities based on the representations of county officials. In Mesaba Aviation, the Supreme Court stated that, "Whether an administrative officer is authorized to make a representation is an important consideration in determining whether the government should be estopped from contesting the accuracy of that representation. " 258 N.W.2d 877, 879 (Minn. 1977). The county

administrator is the administrative head of the county and is responsible for the proper administration of the affairs of the county, including employment matters. Minn. Stat. § 375A.06. Armed with this authority, the county administrators made representations to Appellants about the benefit. County Administrator Loren Stomberg for example, admitted that employees had “earned” the benefit. (App. 548.) Based on these facts, a jury could find that it was reasonable for employees to believe that a County Administrator that has authority over personnel matters such as hiring and firing could bind the County regarding employee benefits. The court therefore erred by finding that Appellants’ reliance was unreasonable as a matter of law.

A person with Appellants’ experience would also have found it reasonable to rely on the statements of County Commissioners and the 1997 resolution providing that they would receive the benefit. County Commissioners make legislative and quasi-legislative decisions. The County Commissioners have authority over the County’s budget, and accordingly, over how the County funds the benefits it provides to employees. It was reasonable for employees to believe that County Commissioners were aware of the benefit, and of the cost to the County of providing the benefit. The Board had acknowledged the rising costs of the benefit in 1997, and apparently taken steps to address those costs then. A jury could therefore find that it was reasonable for Appellants to believe that the County had taken whatever steps were necessary to address the costs of the benefit, and that the County would continue to provide the benefit to employees who worked before 1997.

The statements of the County Commissioners regarding the benefit would also have led the average person to believe that the benefit would be there when Appellants retired. During the 1997 Board meeting, the County Commissioners stated that the benefit would be available for employees hired before May 1, 1997. At that time, the County Commissioners explicitly stated that the benefit would remain available to current employees. In light of this reassurance, the district court erred in finding that Appellants' reliance was unreasonable as a matter of law.

2. *The Disclaimer Does Not Render Appellants' Reliance Unreasonable as a Matter of Law.*

The district court wrongly found that “[w]hether the reliance was ‘reasonable’ depends upon whether or not the policy manual could be changed or amended by the County Commissioners . . .” (Add. 6.) The district court found that a reasonable person would not rely on the terms of a policy manual that could be “revised, modified, or amended.” (Add. 6.) The disclaimer is insufficient to find that reliance was unreasonable as a matter of law.

“While there may be a question as to the reasonableness of appellant’s reliance on the language in the letter and [a] statement, it is an unresolved question properly left to the fact-finder.” Hempel v. Nor-Son, Inc., No. A09-2004, 2010 WL 2650546 (Minn. Ct. App. July 6, 2010) (App. 723). In Hempel, an employee alleged that his employer promised employment until retirement, and pointed to three instances of the employer making such a promise: an employer’s letter that the position was “long-term,” the

employer's conduct, and a discussion with the employer regarding the employee's role until retirement. Even though the employee had signed an acknowledgement stating that his relationship was at-will, this Court held that the reasonableness of the employee's reliance was a question for the fact-finder, not for the court to determine as a matter of law. Id. at \*7. As in Hempel, Appellants have also submitted evidence of the promise, and the disclaimer in the Policy Manual is insufficient to render Appellants' reliance unreasonable as a matter of law.

The district court's finding ignores the fact that the promise was not only found in the Policy Manual. The promise was also in the 1997 Resolution, in statements made by the County Commissioners and the County Administrators, and in the County's past practice of paying the benefit to retirees. Each of these promises is a collateral promise that is sufficient to refute the disclaimer. Garmaker v. Sterling Elec. Const. Co., Inc., No. C4-95-1204, 1995 WL 606591, \*3 (Minn. Ct. App. Oct. 17, 1995) (App. 721).

Employees received the Policy Manual, and were expected to abide by it. They could be disciplined for not following it, and reasonably expected the County to follow it. At oral argument, the County admitted that employees were obligated to read the Manual. (App. 484) The County Administrator acknowledged that the County generally follows the Policy Manual. (App. 681.) Accordingly, a jury could find that an average person would have reasonably relied on the Policy Manual regardless of any "disclaimer."

Further, nothing in the Policy Manual or anywhere else, plainly contradicts the promise. "When a promise is not in plain contradiction of a contract . . . , the question of

reasonable reliance is for the trier of fact.” Johnson Bldg. Co. v. River Bluff Dev. Co., 374 N.W.2d 187, 194 (Minn. Ct. App. 1985); Hanks, 493 N.W.2d at 310. The promise is that the County will provide a specific benefit, and nothing in the Policy Manual states that the County will not provide the benefit. The Policy Manual states that the County may revise, modify, or amend the Policy Manual, but this statement does not contradict the promise itself. If the County can, by simply inserting such a disclaimer revoke the benefits Appellants have earned, the County’s promise would be illusory, and would be “dependent once again on the ‘graciousness and appreciation of sovereignty’ (or the lack of it)-an anarchic notion of a gratuity” that the Supreme Court rejected in Christensen. 331 N.W.2d at 748. Moreover, the Policy Manual is not the only instance of the promise. The promise also exists in the 1997 resolution, and nowhere in that resolution is there any statement that the County will cease to provide the benefit, or limit the benefit in any way.

**D. The Promise Must Be Enforced to Prevent Injustice.**

Appellants worked for the County for years and even decades in reliance on the County’s promise of a significant post-retirement benefit. Appellants considered the benefit to be part of their compensation, and planned their lives in reliance on the County’s promise to provide the benefit once they retired. Appellants decided to forgo other employment opportunities, and made financial plans about their retirement years based on this promise. The Supreme Court has found that this is precisely the type of injustice that promissory estoppel is intended to avoid:

In the realities of the modern employment marketplace, the state reasonably expects its promise of a retirement program to induce persons to accept and remain in public employment, and persons are so induced, and injustice can be avoided only by enforcement of that promise.

Christensen, 331 N.W.2d at 749. Because the County reasonably expected its promise to induce persons to accept and remain in public employment, and Appellants were so induced, the County's promise should be enforced to avoid injustice.

## **II. The District Court Improperly Granted Summary Judgment on Appellants' Unconstitutional Impairment of Contract.**

The district court dismissed Appellants' claim for unconstitutional impairment of contract because it wrongly found that Appellants had no contract or vested right. The district court stated that the amount or duration of the benefit was determined on the date the employee retires, as in Mower, 483 N.W.2d 696. But in fact, under the terms of the promise, the amount of the benefit is determined each year. An employee earns a percentage of the benefit with each year of service; thus, the amount of the benefit the employee has earned may be ascertained at any point during an employee's service. The employee may continue to earn an additional percentage of the benefit.

The benefit in this case differs from benefits in other cases that did not vest. In Norman, once an employee served for ten years, the employee became eligible for the benefit upon retirement. Housing and Redevelopment Auth. of Chisholm v. Norman, 696 N.W.2d 329 (Minn. 2005). The benefit was an all-or-nothing proposition. In Mower, an employee became eligible for the benefit based on a schedule that took into account the employee's years of service and age at retirement. 483 N.W.2d 696. For example, an

employee who retired with thirty years of service after attaining age fifty-five was eligible; so was an employee who retired with twenty years of service after attaining age sixty. Again, the benefit was an all-or-nothing proposition for the employees. Each year of service did not entitle them to the benefit. They could only obtain the benefit upon crossing the years of service and age threshold in the schedule. Id.

The other cases cited by the district court in support of its finding that Appellants' right had not vested have been overruled. The district court relied on Hessian v. Ervin, 283 N.W. 404 (Minn. 1939); Slezak v. Ousdigian, 110 N.W.2d 1 (Minn. 1961); and Halek v. City of St. Paul, 35 N.W.2d 705 (Minn. 1949) for the proposition that a public employee has no "vested" rights to a pension or similar benefits until the employee retires. But in Christensen, the Minnesota Supreme Court explicitly overruled each of these cases, and held that it would no longer apply the gratuity approach. 331 N.W.2d at 746.

Although the district court dismissed Appellants' contractual claim, the unconstitutional impairment of contract claim survives based on Appellants' quasi-contractual rights created by promissory estoppel. This Court previously held that the decision to modify the benefit was a quasi-legislative action. Respondents ignored this Court's ruling when characterizing the decision as "administrative" rather than legislative, but under the law of this case, the Board's decision was quasi-legislative and for purposes of Appellants' constitutional claim, should be considered a legislative act.

Anderson v. Cnty. of Lyon, 784 N.W.2d 77 (Minn. Ct. App. 2011) (App. 694). That quasi-legislative decision impaired rights that had vested.

Because the County's quasi-legislative act operated as a substantial impairment of a contractual obligation, Appellant's claim should be heard by a factfinder. The test to determine whether a statute unconstitutionally impairs a contract is:

- 1) Has the statute operated as a substantial impairment of a contractual right?
- 2) If there is a substantial impairment, was there a significant and legitimate public purpose behind the legislation?
- 3) Was the adjustment of the rights and responsibilities of the contracting parties based upon reasonable conditions, and is the adjustment of a character appropriate to the public purpose justifying the legislation's adoption?

Minn. Teachers Ret. Fund Ass'n v. State of Minn., 490 N.W.2d 124, 128 (Minn. Ct. App. 1992). "This three-part test is applied with more scrutiny when the state seeks to impair a contract to which it is a party than when it regulates a private contract since 'complete deference to a legislative assessment of reasonableness and necessity is not appropriate because the State's self-interest is at stake.'" Christensen, 331 N.W.2d at 751 quoting U.S. Trust Co. v. New Jersey, 431 U.S. 1, 26 (1977).

The second and third prongs of this test are questions of fact inappropriate for summary judgment. A trier of fact must determine whether the County had a significant and legitimate purpose for passing the 2009 resolution, and whether the change to Appellants' rights was based on reasonable conditions and appropriate to the public

purpose of the resolution. These questions require a balancing of interests, which involves genuine issues of material fact. Aderman v. Cnty. of Washington, No. C2-2348, 1989 WL 35612, \*3 (Minn. Ct. App. Apr. 18, 1989) (App. 700).

**CONCLUSION**

For the foregoing reasons, Appellants respectfully request that this Court reverse the decision of the district court. The district court usurped the role of the jury in finding that Appellants' reliance on Respondents' promise was unreasonable as a matter of law, and that Appellants possessed no vested right in the post-retirement benefit.

Dated: December 8, 2011

GREGG M. CORWIN & ASSOCIATE  
LAW OFFICE, P.C.



---

Gregg M. Corwin, #19033  
Cristina Parra Herrera #388146  
1660 South Highway 100, Suite 508E  
St. Louis Park, MN 55416  
Phone: 952-544-7774

ATTORNEYS FOR APPELLANTS