

AFFIDAVIT OF PUBLICATION

State of Minnesota, County of Anoka

John M. Kysylyczyn, being duly sworn on oath says that he is the owner and publisher of the newspaper known as the Anoka County Record, and has full knowledge of the facts which are stated below:

The newspaper has complied with all the requirements constituting qualifications as a qualified newspaper, as provided by Minnesota Statutes 331A and other applicable laws.

The printed statement(s) attached was(were) printed and published on the following day(s) and date(s):

- Tuesday, August 9, 2016
- Tuesday, August 16, 2016
- Tuesday, August 23, 2016

[Signature]

John M. Kysylyczyn,
Owner & Publisher

Subscribed and sworn to before me on this 23rd day of August, 2016



KATHLEEN ANN BREKKE
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019

[Signature]
Notary Public

Lowest classified rate paid by commercial users per column inch: \$.55

MICHAEL KELNER
STATE OF MINNESOTA DISTRICT COURT
COUNTY OF ANOKA TENTH JUDICIAL DISTRICT
GGNSC St. Paul Twin Rivers EEC, d/b/a
Golden Living Center - Twin Rivers,
Plaintiff, COURT FILE NO.:02-CV-16-3246
v
Michael Kelner, Defendant, COMPLAINT

Plaintiff, for its Complaint against Defendant, states and alleges as follows:

PARTIES

1. Plaintiff GGNSC St. Paul Lake Ridge LLC, d/b/a Golden Living Center - Twin Rivers (hereinafter Golden Living) is a Delaware corporation with its principle place of business located at 1209 Orange Street, Wilmington, DE 19801. The Golden Living Center - Twin Rivers is located at 305 Fremont Street, Anoka, Minnesota 55303.
2. Michael Kelner (hereinafter "Defendant") is an individual whose last known address is 849-154th Lane NW, Andover, Minnesota 55304.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to Minn. Stat. § 484.01 which grant general jurisdiction over claims of this type to this Court.
4. Venue is appropriate in this Court because the Defendant resides in this Judicial District and county.

FACTUAL ALLEGATIONS

5. On or about March 12, 2015, Defendant signed Golden Living's Admission Agreement for nursing and other care services beginning March 12, 2015.
6. Under the terms of the Admission agreement, Defendant agreed to pay his account with Plaintiff for the items and services provided.
7. While Defendant was a patient at Golden Living, he received therapies and nursing services.
8. On or about October 10, 2015, Defendant Michael Kelner moved out of the Golden Living facility.
9. Defendant currently has an outstanding balance with Plaintiff totaling \$15,536.23.
10. Plaintiff Golden Living Facility regularly and routinely submitted invoices for services rendered.
11. Despite demand, Defendant has not timely objected to the invoices or remitted payment for the sums due and owing.

COUNT I

BREACH OF CONTRACT

12. Plaintiff restates the allegations contained in paragraphs 1 through 11 as if fully set forth herein.

13. Defendant is indebted to Plaintiff in the amount of \$15,536.23 for services provided while Defendant was a patient at the facility.
14. Although duly demanded by Plaintiff, Defendant failed to pay the \$15,536.23.
15. Plaintiff fully and properly performed all of its obligations to Defendant, and properly invoiced him for services.
16. Defendant did not express dissatisfaction with the services provided by Plaintiff.
17. Defendant breached its contract with Plaintiff by failing to fully pay for the services provided by Plaintiff, and Plaintiff is entitled to judgment against Defendant for damages in the amount of \$15,536.23 plus interest through the date of trial, plus costs disbursements.

COUNT II
ACCOUNT STATED

18. Plaintiff restates the allegations contained in paragraphs 1 through 17 as if fully set forth herein.
19. Defendant is indebted to Plaintiff in the amount of \$15,536.23 on an account stated. A true and correct copy of the applicable statement of said account/invoice(s) is attached hereto as Exhibit A and is by this reference incorporated herein.
20. Plaintiff sent invoices and/or demands for payment for services provided to Defendant, indicating the amounts owed.
21. Upon information and belief, Defendant received and retained Plaintiff's invoices and/or demands for payment for more than a reasonable period of time to object to such amounts owed.
22. An account was stated between Plaintiff and Defendant in the amount of \$15,536.23 plus interest, and costs and disbursements incurred in this proceeding to collect for the amount owed.
23. Although duly demanded by Plaintiff, none of the \$15,536.23 has been paid by Defendant, leaving a balance due to Plaintiff in the amount of \$15,536.23.

COUNT III

UNJUST ENRICHMENT

24. Plaintiff restates the allegations contained in paragraphs 1 through 23 as if fully set forth herein.
25. Pursuant to the Admission Agreement between Plaintiff and Defendant, and with the knowledge and consent of Defendant, Plaintiff provided services to Defendant for which it is entitled to fair and reasonable compensation in the amount of \$15,536.23 plus interest and costs and disbursements.
26. Plaintiff's services had a reasonable value, as reflected in the invoices and Defendant did not dispute the amounts in question.
27. Plaintiff conferred a benefit on Defendant by providing services to Defendant.
28. Defendant knowingly accepted Plaintiff's services.

29. The acceptance and retention of Plaintiff's services by Defendant without fully paying Plaintiff would be inequitable.
30. Plaintiff is entitled to judgment in unjust enrichment against Defendant for the fair and reasonable value of Plaintiff's services in the amount of \$15,536.23 plus interest and costs and disbursements.

COUNT IV
QUANTUM MERUIT

31. Plaintiff restates the allegations contained in paragraphs 1 through 30 as if fully set forth herein.
32. Alternatively to portions of Count Three, Plaintiff asserts this Count against Defendant.
33. Plaintiff provided services for the benefit of Defendant at Defendant's request and direction.
34. Defendant knowingly benefited from Plaintiff's services.
35. It would be unjust to allow Defendant to retain the benefit of Plaintiff's services without fully and reasonably compensating Plaintiff for the benefits of Plaintiff's services.
36. Plaintiff's services had an undisputed and reasonable value, as confirmed by Plaintiff's invoices.
37. Plaintiff is entitled to judgment in quantum meruit against Defendant for the reasonable value of Plaintiff's services provided in the amount of \$15,536.23 plus interest and costs and disbursements.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment as follows:
1. For judgment in favor of Plaintiff against Defendant in the amount of \$15,536.23, together with costs, disbursements, interest, attorneys fees and costs of investigation pursuant to Counts I, II, III, and IV.
2. For such other and further relief as deemed just and equitable by the Court.

Dated: June 24, 2016
PETERSON HABICHT, PA
/s/ Ryan J. Hatton, 310803
33 South Sixth Street, Suite #3900
Minneapolis, MN 55402
(612) 836-5504
rhatton@petersonhabicht.com
Attorneys for Plaintiff

ACKNOWLEDGMENT

Plaintiff, through its attorney, acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties under Minn. Stat. §549.211, subd. 3.

/s/ Ryan J. Hatton, #310803
(Published 8/9, 8/16, 8/23, 2016 Anoka County Record) #489

**CERTIFICATE OF
ASSUMED NAME
STATE OF MN
MN STATUTES
CHAPTER 333**

The undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. Assumed Name:
**KEEFE SUPPLY
COMPANY**
2. Principal Place of
Business:
**10000 Lin Page
Place, Saint Louis,
MO 63132**
3. Nameholder(s):
**Keefe Group, LLC
10000 Lin Page
Place, St. Louis, MO
63132**

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as if I had signed this certificate under oath.

FILED: 8/11/2016,
898274400026
/s/ Marion Lyons
(Published 8/16, 8/23, 2016
Anoka County Record) #494

AFFIDAVIT OF PUBLICATION

State of Minnesota, County of Anoka


John M. Kysylyczyn, being duly sworn on oath says that he is the owner and publisher of the newspaper known as the Anoka County Record, and has full knowledge of the facts which are stated below:

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The printed statement(s) attached was(were) printed and published on the following day(s) and date(s):

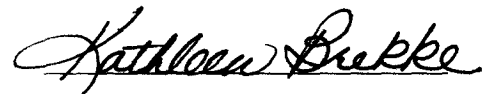
Tuesday, August 16, 2016

Tuesday, August 23, 2016



John M. Kysylyczyn,
Owner & Publisher

Subscribed and sworn to before me
on this 23rd day of August, 2016



Notary Public

**ASSUMED NAME
STATE OF MN
MN STATUTES
CHAPTER 333**

The undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. Assumed Name:
Jeffs Yard Services
2. Principal Place of Business:

**22070 Woodbine St
NW, Oak Grove, MN
55303**

3. Nameholder(s):
**Jeffrey Scott Pray
22070 Woodbine St
NW, Oak Grove, MN
55303**

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as if I had signed this certificate under oath.

FILED: 8/15/2016,
898621200029
/s/ Jeffrey Scott Pray
(Published 8/16, 8/23, 2016
Anoka County Record) #493

AFFIDAVIT OF PUBLICATION

State of Minnesota, County of Anoka

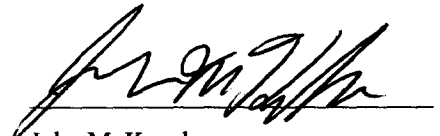
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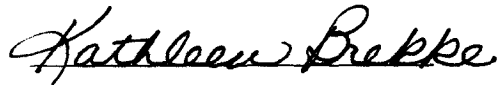
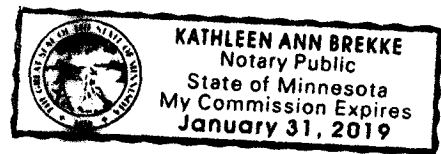
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John M. Kysylyczyn,
Owner & Publisher

Subscribed and sworn to before me on this 23rd day of August, 2016



Notary Public

**CERTIFICATE OF
ASSUMED NAME
STATE OF MN
MN STATUTES
CHAPTER 333**

The undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. Assumed Name:

Nailed It

2. Principal Place of Business:

**7943 Henry Lane
Lino Lakes, MN
55014**

3. Nameholder(s):

**Mathew John
Paulson**

**7943 Henry Lane
Lino Lakes, MN
55014**

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as if I had signed this certificate under oath.

FILED: 8/11/2016,

898351900029

/s/ Elizabeth Paulson

(Published 8/16, 8/23, 2016
Anoka County Record) #496

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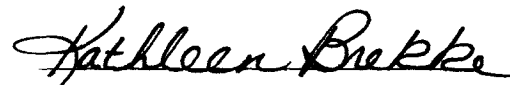
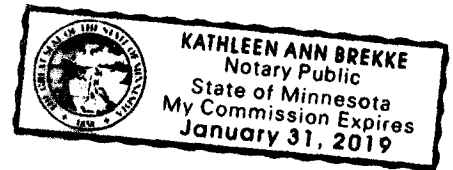
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Tuesday, August 23, 2016



John M. Kysylyczyn,
Owner & Publisher

Subscribed and sworn to before me
on this 23rd day of August, 2016



Notary Public

**CERTIFICATE OF
ASSUMED NAME
STATE OF MN
MN STATUTES
CHAPTER 333**

The undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. Assumed Name:
**Cornerstone Tax
& Accounting
Services**
2. Principal Place of
Business:
**20266 Erskine St NE
East Bethel, MN
55092**
3. Nameholder(s):
**Tiffany Buske
20266 Erskine St NE
East Bethel, MN
55092**

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as if I had signed this certificate under oath.

FILED: 8/2/2016,
896557100037
/s/ Tiffany Buske,
Owner

(Published 8/16, 8/23, 2016
Anoka County Record) #497

AFFIDAVIT OF PUBLICATION

State of Minnesota, County of Anoka

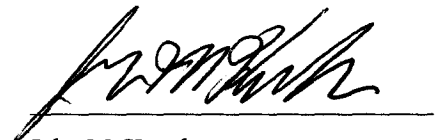
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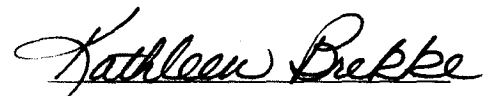
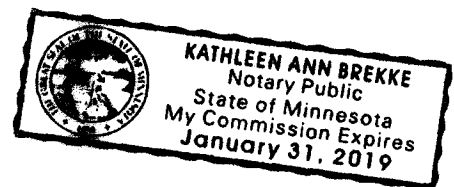
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Tuesday, August 23, 2016



John M. Kysylyczyn,
Owner & Publisher

Subscribed and sworn to before me
on this 23rd day of August, 2016



Notary Public

**CERTIFICATE OF
ASSUMED NAME
STATE OF MN
MN STATUTES
CHAPTER 333**

The undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. Assumed Name:
TrailersPlus
2. Principal Place of Business:

**9541 152nd Ave NE
Columbus, MN
55025**

3. Nameholder(s):
**Interstate Group,
LLC**

**3800 Airport Road
Nampa, ID 83687**

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as if I had signed this certificate under oath.

FILED: 7/21/2016,
896067700028
/s/ Lauren Snow
(Published 8/16, 8/23, 2016
Anoka County Record) #491

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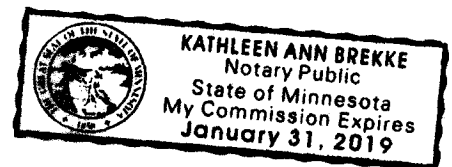
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Owner & Publisher

Subscribed and sworn to before me
on this 23rd day of August, 2016



Notary Public

**CERTIFICATE OF
ASSUMED NAME
STATE OF MN
MN STATUTES
CHAPTER 333**

The undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. Assumed Name:
Dinosaur Hampton
2. Principal Place of Business:
**536 138th Ln NE
Ham Lake, MN
55304**

3. Nameholder(s):
**Dinosaur Hampton,
LLC
536 138th Ln NE
Ham Lake, MN
55304**

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as if I had signed this certificate under oath.

FILED: 7/25/2016,
896266100021
/s/ Staci Caldwell

(Published 8/16, 8/23, 2016
Anoka County Record) #492

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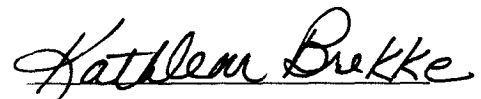
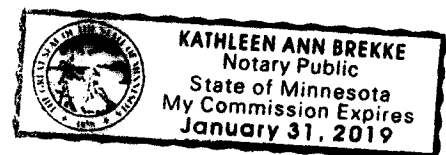
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