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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

IN RE:	) Case No. 11-62031
	) NOTICE OF HEARING
SOUTHERN MONTANA ELECTRIC	) Date: September 24, 2013
GENERATION AND TRANSMISSION	) Time: 1:30 p.m.
COOPERATIVE, INC.	) Location: Federal Courthouse
	) 2601 2nd Ave. North
Debtor.	) Billings, MT

FERGUS ELECTRIC'S OBJECTIONS TO
TRUSTEE'S DISCLOSURE STATEMENT

Fergus Electric Cooperative, Inc. ("Fergus"), through counsel, objects to the Disclosure Statement for Trustee's Second Amended Plan of Reorganization for Southern Montana Electric Generation and Transmission Cooperative, Inc., filed on September 12, 2013 at Docket No. 1018 ("Disclosure Statement) on the following grounds.

I. INTRODUCTION.

Southern Montana Electric Generation and Transmission Cooperative, Inc. ("Southern") is a not-for-profit cooperative organized under Montana's Rural Electric and Telephone Cooperative

Act. It is now comprised of four non-profit cooperatives (the "Members"),[1] each of which is also organized under Montana's Rural Electric and Telephone Cooperative Act. Each of the Members, in turn, is comprised of the families, ranchers, businesses and other power users spread across rural Montana. The Members and Southern were formed "for the purpose of supplying electrical energy and promoting and extending the use of electrical energy in rural areas. . . ." MCA § 35-18-105(1).

The Disclosure Statement describes a plan that turns that purpose on its head. What the Trustee is proposing is that the Members, and thus, ranchers, families and businesses across rural Montana, should pay above-market rates for the next twelve years so that massive lending corporations can be bailed out of a bad debt. Essentially, the Trustee is proposing that the Members must guarantee payment on the Noteholders' debt, even though the Noteholders did not bargain for such guarantee.

In an attempt to mask this purpose, the Trustee makes various claims that the plan provides reasonable rates, even stating that "the Debtor's members and, hence, their members as the ultimate rate payers, are significantly benefitted by the Trustee's Plan." Disclosure Statement, p. 29. However, the Trustee justifies such statements by misleadingly comparing his proposed rates to outdated projections from 2009. When compared to current market rates (something the Disclosure Statement fails to do), the Trustee's proposed plan results in rates to the Members' customers that are above market rates. In other words, the Trustee's proposed plan requires Montana's ranchers, families and rural businesses to bail out Wall Street lenders.

II. PURPOSE OF DISCLOSURE STATEMENT.

Section 1125(b) requires that a disclosure statement be provided and approved by the Court

[1]The Members are Tongue River Electric Cooperative, Inc. ("Tongue River"), Mid-Yellowstone Electric Cooperative, Inc. ("Mid-Yellowstone"), Fergus and Beartooth Electric Cooperative, Inc. ("Beartooth").

which provides "adequate information." The term "adequate information" means information "that would **enable such a hypothetical investor of the relevant class to make an informed judgment about the plan**. . . ." 11 U.S.C. § 1125(a)(1) (emphasis added). This Court has outlined nineteen non-exclusive factors that may be relevant in determining the adequacy of a disclosure statement. *In re Reilly*, 71 B.R. 132, 134 (Bankr. D. Mont. 1987).

The Trustee's Disclosure Statement wholly fails to satisfy the above requirements. The Disclosure Statement ignores the fundamental problems that make the plan unconfirmable and instead portrays the proposed plan through rose-colored glasses. No "hypothetical investor" could make an "informed judgment about the plan" based on the Disclosure Statement.

III. THE MEMBERS DO NOT CONSENT TO THE PLAN.

Before addressing the nineteen factors, a fundamental issue that renders the plan unconfirmable must be addressed. The Trustee suggests that his proposed plan is the result of extensive negotiations, including with the four remaining Members of Southern, and, without directly saying so, leaves the reader with the impression that the remaining Members, including Fergus, support the plan. Nothing could be further from the truth.

Fergus does not support the plan. Likewise, it understands that none of the other Members support the plan. Indeed, Fergus and the other Members do not want Southern to continue in business pursuant to this plan. Thus, the Trustee's proposed plan would require four Members to continue in business together for twelve years against their will. The Trustee never discloses this fact. Nor does he disclose how he believes four entities can be forced to carry on a business against their will.

Further, the proposed plan is wholly premised on assigning the wholesale power contracts between Southern and its Members (the "WPCs"). However, given the plan treatment of the WPCs, each of the Members objects to such assignment and believes the plan improperly changes the

fundamental nature of the WPCs and the Members' participation in Southern. The Disclosure Statement ignores this issue, which is fatal to the plan. *See In re Cajun Electric Power Cooperative, Inc.*, 230 B.R. 693 (M.D.La. 1999). Without disclosing this fundamental and glaring issue, the Disclosure Statement is wholly inadequate.

IV. THE DISCLOSURE STATEMENT FAILS NUMEROUS OF THE 19 FACTORS.

A. The Events Which Led to the Bankruptcy Petition.

The Disclosure Statement does provide a lengthy discussion of events prior to the filing of the bankruptcy. However, this discussion is somewhat misleading as it suggests that the PPL contract was the primary, if not only, reason for filing bankruptcy. The Trustee suggests that, with the PPL contract gone, the reason for the bankruptcy is also gone. The Trustee wholly fails to discuss or acknowledge the problems caused by the dissension and deadlock that existed on the Southern Board prior to bankruptcy and how those issues factored into the bankruptcy. The Trustee also fails to acknowledge that those issues are not resolved.

B. A Description of the Available Assets and their Value.

There is no clear statement of the Debtor's current assets, their value, or a description of those assets. The Highwood Generating Station ("HGS") appears to be the Debtor's largest asset, and it is thoroughly described. However, there is no clear statement of its value. The liquidation analysis provides a value of roughly $14 million, but it is unclear how that figure was reached.

On page 19, the Disclosure Statement provides a brief paragraph entitled "Other Assets." However, the descriptions do not provide adequate information allowing a hypothetical investor to analyze the various assets or their value.

The Trustee also glosses over the value of the WPCs. Prudential claims that the WPCs are Southern's largest asset, with enough value to render Prudential an over-secured creditor. The Trustee, on the other hand, argued in filings to this Court that the WPCs were valueless - an

argument with which Fergus concurs. If the WPCs are valueless, then Prudential is an under-secured creditor with the vast majority of its claim being unsecured. However, the Trustee abandoned this argument in favor of the current plan, which provides much better treatment of Prudential than it does for other unsecured claims. The Trustee should be required to state the value of the WPCs in the Disclosure Statement and provide an explanation for his reasoning. He should be specifically required to explain his about-face: how can he now present a plan that favors a creditor whom, a short time ago, he argued was severely under-secured. Assuming he does not change the opinion presented in his Motion for Valuation (Doc. 816), the Trustee should also be required to provide sufficient information to justify Purdential's unsecured portion of its claim being treated much differently than other unsecured claims.

C. The Anticipated Future of the Reorganized Company.

The Disclosure Statement provides little or no information regarding the post-confirmation governance of the reorganized debtor. The Disclosure Statement references its Exhibit 1, the proposed plan, which states in part that the Trustee will remain in place "until all payments and distributions to the holders of Allowed Claims shall have been made under the Plan and a final decree pursuant to Rule 3022 of the Bankruptcy Rules is entered." This is a twelve-year plan. Is the Trustee to remain in place, with hired attorneys, for twelve years? What is the Trustee's involvement in management? How much will the Trustee and his attorneys cost? None of these questions are answered.

More importantly, the proposed plan, which is incorporated into the Disclosure Statement, states that a "Plan Supplement" is anticipated to be filed five days before the voting deadline. The Plan Supplement anticipates containing amended corporate governance documents and amended, restated and/or replacement notes and indenture. All of these documents should be part of the Disclosure Statement. It is inadequate to simply leave the post-confirmation corporate governance

structure undescribed and undefined.

This is especially true where, as here, none of the Members want Southern to continue in existence pursuant to the plan. Two prior members sued to get out of Southern and have now left the company. How does the Trustee propose to ensure that this does not happen in the future? Why don't the other Members have the right to exit on similar terms? From a creditors' point of view, what is to prevent the Members from dissolving on the emergence from bankruptcy? Or filing bankruptcy individually? Are the new corporate governance documents going to take that right away? If so, is that legal? None of these questions are answered.

The Trustee also does not analyze the effect of the exit of prior members, Yellowstone Valley Electric Cooperative ("YVEC") and the City of Great Falls/Electric City Power ("City"), on the future viability of Southern. YVEC and the City comprised approximately 40% of Southern's sales of power. Even with those two members, Southern went into bankruptcy. Are we just supposed to accept that, without 40% of the prior contributions, Southern can still carry the same debt load and meet its obligations?

The entire proposed plan depends on the remaining Members paying the proposed rates for the next twelve years. However, the Disclosure Statement provides no financial analysis of the remaining Members or whether the Members can pay the rates proposed by Trustee. Indeed, the Trustee supports his plan by repeatedly citing to a 2009 rate forecast from Southern. *See, e.g., id.*, pp. 28 and 65. However, the Disclosure Statement does not provide information regarding the assumptions used to prepare the 2009 rate forecast, the basis of the rate forecast, the purpose of the rate forecast or the impact of the exit of the City of Great Falls and Yellowstone Valley Electric Cooperative on the rate forecast.

More importantly, why is the Trustee comparing his proposed rates to a 2009 forecast? He should be comparing his proposed rates to current market rates. However, the Disclosure Statement

never compares the proposed rates to actual, current, market rates. The reason for this is simple - **the Trustee is proposing rates that are above market rates**. This means that the Members will have to pass on rates to their customers that are above market rate. The Disclosure Statement does not disclose this fact. Nor does the Disclosure Statement analyze whether the Members will be able to stay in business when they are charging above-market rates and likely losing customers.

D. Source of Information Provided in Disclosure Statement.

The Disclosure Statement does not discuss or disclose who participated in drafting the Disclosure Statement, or the sources of the information. For example, on page 50, the Disclosure Statement claims that "Noteholders are making significant concessions by agreeing to the currently proposed Plan and have voluntarily offered concessions since the outset of negotiations with the Trustee" and "Noteholders are agreeing to accept approximately $61 million less than they bargained for fewer than two years before the Chapter 11 Case was filed." *Id.* These are misleading statements plainly inserted for the benefit of Noteholders. The Members do not agree that the Noteholders are making significant concessions. The Trustee abandoned his well-reasoned argument that the Noteholders were undersecured and were not entitled to the make whole payment. This paragraph, obviously for the benefit of the Noteholders, is contrary to the Trustee's prior judicial statements and should not be set forth as a statement of fact. The paragraph should state it is the Noteholders' position and there should be a corresponding paragraph stating the actual facts. The referenced paragraph is only an example. If this is a Disclosure Statement drafted by the Noteholders, it should say so.

E. The Present Condition of the Debtor While in Chapter 11.

As described above, the Disclosure Statement provides no information about the current relationships between the Members, whether they support the plan, whether they want to remain members of Debtor, etc. Without such information, how is a "hypothetical investor" supposed to

analyze the plan? Certainly, a hypothetical investor would want to know that none of the Members of the debtor want this plan, and none of them believe it can or will work.

The Disclosure Statement does not advise that negotiations between the Members and Prudential were a failure. Nor does it disclose that the Members were excluded from negotiations between the Trustee and Prudential. The Disclosure Statement wholly fails to accurately portray the current state of the Debtor, including the dissension between the Members and the Trustee, and between the Members, themselves. A hypothetical investor needs to know these things and how they might affect the proposed plan.

For example, the Disclosure Statement talks about Beartooth's current adversary proceeding aimed at invalidating its WPC. However, the Trustee simply dismisses the proceeding, stating that "[t]he Trustee believes that the Beartooth complaint has no merit and, accordingly, that the litigation will not impair the Trustee's ability to achieve confirmation of the Plan." *Id*., p. 41. The Trustee cannot simply dismiss litigation which would completely invalidate the plan. Specifically, if the WPCs are void, the plan fails because the cornerstone of the plan is requiring the remaining Members to perform pursuant to those contracts.

The Disclosure Statement also provides very little information about the future of HGS. Is it operational? Is it currently producing power? Can it produce power at a competitive price? If not, what work is needed to get it to a profitable operating state? How much will that cost? Where will the funds for such work come from? None of these questions are answered.

The fact is that the current state of the Debtor is not good and the prospects looking forward are not any better. Indeed, apparently the only thing the Members can agree on is that not one of them wants to proceed in business together under the proposed plan because it is not good for their customers - rural families, ranchers and businesses.

F. Scheduled Claims.

The Disclosure Statement contains some discussion about scheduled claims. However, the discussion is lacking. For example, there is no discussion of general unsecured claims, what the total of such claims is, or the percentage recovery that unsecured creditors can expect to obtain.

Regarding the claims of the Members, there is no explanation from the Trustee as to whether the Trustee is treating those claims as equity or debt, or how such treatment affects the possibility of confirming the plan. Further, the Disclosure Statement claims that the Members' claims (Class 8 and 9) are unimpaired. There is no explanation of how this conclusion was reached. The Trustee purports to force the Members to be a part of the reorganized debtor pursuant to Bylaws and corporate governance documents that the Members never approved and to be bound by contracts to which they did not consent. That would certainly appear to qualify as "impairment."[2]

G. Future Management of the Reorganized Company.

As discussed above, the Disclosure Statement does not provide adequate information about the reorganized company. First and foremost, the reorganized company will apparently be governed by documents which the Trustee does not intend to disclose until five days before the voting deadline. That is inadequate. Interested parties, including the Members, must be fully apprised of corporate governance matters and the related documents by the Disclosure Statement. Otherwise, there is no possibility to properly analyze the plan. For example, from the Members' perspective, are the new Bylaws going to take away rights and fundamentally alter the prior operation of Debtor. From a creditors' perspective, what assurances are there that the reorganized company will not implode and dissolve?

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[2]Southern is organized under Montana's Rural Electric and Telephone Cooperative Act. It is unclear how the Trustee's proposed plan, which binds Southern without approval of its Board, restates and amends various contracts between Southern and its Members and Southern and its creditors without approval of its Board, sets rates without the approval of its Board, and revises the corporate governance documents including the Bylaws without the approval of its Board, complies with such Act.

The Disclosure Statement and plan also suggest that the Trustee and his attorneys will be involved in the reorganized company for the next twelve years. However, there is no discussion of the interplay between the Board and the Trustee, or who will have what powers.

Further, the Disclosure Statement does not provide any discussion regarding the past and present dissension on the Southern Board, or explain how such ongoing dissension will affect the future management. Finally, the Disclosure Statement does not state or explain who the fifth Board Member, as required under MCA § 35-18-311, will be or how that Board Member will be chosen. The Trustee has apparently selected a new general manager for the reorganized company, without the participation of the Members. Does the Trustee intend on appointing the fifth Board Member in the same manner? With the information provided, it is impossible for a hypothetical investor to make an informed decision about Debtor's future management and ability to survive.

H. Estimated Administrative Expenses.

There is current litigation between Southern and construction lien claimants, as well as between Southern and its Members. Further, the Trustee is attempting to impose a plan on the Members, against their will, which takes away their rights, re-writes their contracts, and deprives them of their right to vote on matters that affect the next twelve years of business. This raises the possibility of additional litigation. Further, the Disclosure Statement indicates that the Trustee and his attorneys will remain involved for the next twelve years. All of these expenses are ultimately borne by the Members (through rates paid by their customers). Yet there is no discussion or estimation of what these expenses might be.

I. Financial Information, Valuations and Projections Relevant to Creditors' Decision to Accept or Reject the Plan.

On the very first page of the Disclosure Statement, the Trustee makes a sweeping claim that the proposed plan will assure "reasonable rates to Debtor's members for at least the next decade."

However, there is no analysis of what "reasonable" means. Indeed, the Trustee supports this statement solely by repeatedly referencing a 2009 forecast of Southern's future rates. Such a comparison is meaningless. An analysis of what is a "reasonable" rate can only be done by comparing the proposed rates to current market rates. However, there is no such analysis contained in the Disclosure Statement. Without such analysis, the Trustee's repeated claims of "reasonable" rates are meaningless and misleading.

On a separate issue, the Disclosure Statement does not provide sufficient information as to the value of Prudential's Security, specifically the WPCs, nor does it provide any analysis of why such valuation is crucial to an analysis of the fairness of the plan. Also, the Disclosure Statement provides no past financial statements. Such statements would be critical in analyzing future viability and determining how the exit of the City and YVEC affect future operations.

J. Information Relevant to the Risks Posed Creditors Under the Plan.

The Disclosure Statement's only analysis of risk involves a discussion of the risks associated with the plan not being approved. This discussion involves two paragraphs on pages 61-62, which in total make up less than half a page. They can be summarized as follows: there is no guarantee that the Bankruptcy Court will approve the Disclosure Statement, the conditions precedent to confirmation of the plan, or the plan itself.

That is it. There is nothing discussing the risks associated with the plan itself, assuming it is confirmed. The following are all very real risks associated with the plan, none of which are discussed in the Disclosure Statement:

i. The rates proposed by the Trustee are higher than market rates. This will affect the Members' customers, who may leave for other providers;

ii. The ongoing dissension among Members leads to deadlock;

iii. Certain Members may take legal or public action to leave Southern;

iv. From a creditor's perspective, is there anything preventing the Members (or the Members' customers) from taking action to dissolve Southern upon the exit from bankruptcy;

v. The financial stability of each remaining Member and how a bankruptcy or other problems of an individual member would affect operations;

vi. How the exit of two prior members (and 40% of consumption/revenue) affects the viability of Southern and its ability to repay debts when it could not survive with six members;

vii. Lack of funding to complete Phase II of the construction of the HGS and/or inability/lack of funding to operate the facility; and

viii. The fact that, under the plan, the sole source of revenue is the WPCs. However, the Members claim that the WPCs are rendered invalid and unenforceable by the plan.

The Disclosure Statement steadfastly ignores all risks and does not adequately inform of the multitude of risks which make the plan impossible to carry to fruition.

K. The Actual or Projected Realizable Value from Recovery of Preferential or Otherwise Avoidable Transfers.

The Disclosure Statement contains no information on this category of information. On page 46, the Disclosure Statement states that Nancy Temple was retained to do an investigative report on January 3, 2012, which would apparently include this information. Apparently, Ms. Temple has submitted drafts of her report, but it has not been finalized some twenty months later. This report, and any other information the Trustee has on this subject (including the Eide Bailly report referenced at page 46) should be fully disclosed before the Disclosure Statement is finalized.

L. Litigation Likely to Arise in a Non-bankruptcy Context.

Given the history of Southern, it is impossible to claim that, if the plan is approved as proposed, there will not be litigation. Not one of the Members supports the plan or wants to carry on the business of Southern pursuant to the plan. If they are forced to do so, it seems certain that litigation will follow. Again, there is no discussion of this in the Disclosure Statement.

M. Relationship of the Debtor with Affiliates.

Southern's only affiliates are the Members. The Members not only are the only members of Southern, they are also its only customers and source of revenues. Under the plan, the WPCs with the Members are the only source of revenues.

The Disclosure Statement does not fully discuss the deterioration of the relationship between Southern and its Members. Two prior members have already exited Southern, Beartooth has sued to invalidate its WPC with Southern and the other Members have intervened in that litigation. The only thing the Members agree on is that they do not want to continue their participation in Southern under the proposed plan.

Without fully discussing and disclosing these issues, the Disclosure Statement is deficient.

V. OTHER ISSUES.

The following are other discrete issues which add to the inadequacy of the Disclosure Statement:

1. Page 15 of the Disclosure Statement contains a statement that the debtor "provides electric service to more than 50,000 Montanans." It is unknown how this figure was calculated. Based on information available from the debtor, there are 11,364 members in the four Members, served by 19,619 meters.

2. The Disclosure Statement appears to project power requirements usage at 432,063 megawatt hours in 2013. In order to meet the requirements of adequacy, the Disclosure Statement should set forth in detail the basis for projecting the 2013 power requirements by the four remaining Members.

3. Exhibit 2, Part 1, projects a 0.5% annual usage growth. The Disclosure Statement fails to adequately explain the basis for the projected growth.

4. The financial information provided in the Disclosure Statement and in the Plan incorporated into the Disclosure Statement does not provide any information regarding the amount of lockbox fees that will be assessed in the event the Plan is confirmed and the reorganized debtor purchases power from Morgan Stanley Capital Group, Inc.

5. On page 1 of the Disclosure Statement, the trustee states that "By any measure, the MSCGI agreement will save the debtor over $100 million as compared to what it

would have had to pay under the PPL contract." It would be appropriate for the Disclosure Statement to contain at least one analysis that would show a savings of over $100 million to support that statement.

6. The Disclosure Statement does not address the Memorandum of Understanding dated August 16, 2010, between the debtor and landowners adjoining the Highwood Generation Station Plant. There are still unperformed obligations on the part of the Debtor under that Memorandum of Understanding and it should be addressed in any Disclosure Statement.

7. On page 28, the Disclosure Statement suggests that rate increases from January 2009 through June 2011 were 43.75%. This figure appears to be inaccurate. Actual rate increases were closer to and approximately 53.1% in a two year four month period.

8. On page 48 of the Disclosure Statement, there is an outline of the power sales price to be charged by the reorganized debtor. One of the components to reach the sum of the sales price charged is the following:

> The differential from mid-C to Northwestern Energy connection plus transmission if the differential from mid-C to the Northwestern Energy connection is not fully included in the quoted price to the Northwestern Energy connection.

Some clarification or explanation of this component of the sales price to be charged should be included in the Disclosure Statement. The language is to the ordinary reader, at best, confusing.

9. At page Section I, page 2, the Disclosure Statement claims that by continuing to operate, the Debtor's claims against certain members that are attempting to terminate their wholesale power contract is preserved for the benefit of creditors. This is misleading in that the Trustee has let two prior members out of Southern for payment of a fraction of what the remaining Members are required to bear under the plan.

10. At page 38, Section IV.M.2. the Disclosure Statement notes PPL's Proof of Claim No. 50 in the amount of nearly $375 million. The Trustee does not explain to unsecured creditors that the amount of this claim will cause the unsecured creditors to recover essentially nothing on their claims.

11. At page 44, Section IV.R.1, the Disclosure Statement claims that the new deal between the "Reorganized Southern and MSCGI" will be the "cornerstone of the Plan." Trustee does not disclose that binding the Members to such an agreement without the Members' consent violates the bylaws and very purpose of the existence of Debtor, rendering such agreement void.

12. At page 46, Section IV.T, the Disclosure Statement discusses the YVEC settlement. However, the Trustee does not advise interested parties of the effect of losing 9 MW of the 21.5 MW WAPA agreement and does not advise of the risks associated with

losing YVEC, the largest member of Debtor, from the Debtor. There is no discussion of how this will affect the remaining members' ability to pay back the enormous debt load.

13. At page 51, Section V.A, the Trustee continues to represent that the alleged restructuring of its debt will allow the Debtor to charge its Members reasonable rates for power, energy and transmission services. This is a completely unsupported statement. Nowhere in the Disclosure Statement does it discuss the current, actual market rates for power. There is no analysis in the Disclosure Statement as to whether the proposed rates the Debtor intends to charge its Members are reasonable in the market place or whether they are unreasonable and will lead to the bankruptcy or financial ruin of the Members. Without such an analysis, all of the Trustee's claims about reasonable rates are meaningless and misleading.

14. Section V.C.2 claims the board of trustees of the Reorganized Southern shall continue to have the power and authority to set the rates of the Reorganized Southern, however, the rates must be sufficient to satisfy Reorganized Southern's obligations under the plan. This takes away the Board's authority to set rates and appears to be unlawful. The Disclosure Statement does not address this issue.

15. At Section V.C.7, the Disclosure Statement states that the Members are required to enter into a guarantee of the agreement with MSCGI, negotiated by the Trustee. There is no discussion of how the Members are to be forced into such an agreement. Further, this improperly takes away the power of self governance provided by law and in the Bylaws.

16. At Section VII.A.4., the Trustee discusses the feasibility of the plan. The feasibility analysis lacks any discussion regarding the financial condition of the Members, the fact that none of the Members approved the plan or want to be part of the reorganized debtor pursuant to the plan, or the fact that the reorganization plan calls for rates to be charged to the Members in excess of market rates. The Disclosure Statement provides no analysis of the effect of higher than market rates on the Members' businesses. Further, in the feasibility analysis, there is no discussion of the fact that two of the original six members are gone from the Debtor, representing approximately 40% of the prior usage/revenue. All of these facts are missing from the Trustee's discussion and render the Disclosure Statement inadequate.

For the above reasons, the Disclosure Statement does not enable a hypothetical investor to make an informed decision about the plan and must be rejected.

DATED this 18th of September, 2013.

GOETZ, BALDWIN & GEDDES, P.C.

By: ***/s/Trent M. Gardner***
Trent M. Gardner
Attorneys for Fergus Electric Cooperative, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that on September 18, 2013, a copy of the foregoing pleading was served (i) by electronic means pursuant to LBR 9013-1(c) on the parties noted in the Court's ECF transmission facilities and/or (ii) by mail on the following parties: None.

/s/Trent M. Gardner
Trent M. Gardner
GOETZ, BALDWIN & GEDDES, P.C.
ATTORNEYS FOR FERGUS ELECTRIC COOPERATIVE, INC.