



Judge finalizes order for Greenpeace to pay \$345 million in North Dakota oil pipeline case

BY: MARY STEURER
ND Monitor

A North Dakota judge officially ordered Greenpeace to pay \$345 million to the developer of the Dakota Access Pipeline following a nearly yearlong tug-of-war over a Morton County jury's verdict.

The jury in March 2025 originally ordered Greenpeace to pay Energy Transfer about \$667 million, finding the environmental group at fault for harming the company during anti-pipeline protests in North Dakota in 2016 and 2017 and for publishing false statements that harmed the company's reputation. Greenpeace denies these allegations and says Energy Transfer's lawsuit is a veiled attempt to punish the environmental group for supporting the demonstrations.

Southwest Judicial District Judge James Gion in October slashed the jury's award to \$345 million, though he didn't finalize the amount until Friday.

The final judgment also orders Greenpeace to pay 11% interest on the sum, starting from March 19, the date the jury announced its verdict, until the full amount is paid.

Greenpeace said in a Friday news release it expects in the short-term to request a new trial or an amendment to Gion's judgment.

Later, Greenpeace will have the option of appealing the decision to the North Dakota



Kristin Casper, center, general counsel for Greenpeace International, and other representatives for Greenpeace speak to the media March 19, 2025, outside the Morton County Courthouse. (Amy Dalrymple/North Dakota Monitor)

Supreme Court.

"This is a setback, but the movement to defend people and the planet has always faced setbacks and resistance, and Energy Transfer will fail in its goal of silencing its critics," Marco Simons, interim general counsel for Greenpeace USA and Greenpeace Fund, said in the announcement.

Energy Transfer was not immediately available for comment on Friday.

In the aftermath of the jury's verdict, Greenpeace asked Gion to completely eliminate or at least reduce the \$667 million award, alleging it exceeded statutory caps on damages and that the verdict contained inconsistencies. Gion agreed with some of those claims when he cut the sum by roughly half.

Energy Transfer previously indicated that it would ask the North Dakota Supreme Court to reverse Gion's reduction of the damages.

The company at the time said it was still "pleased" that the judge left \$345 million of the award intact and that the verdict would "send a clear signal to those who choose to deliberately break the laws of the United States of America."

The judgment comes roughly seven years after Energy Transfer's suit was originally filed.

The company developed the Dakota Access Pipeline, also known as DAPL, to carry crude oil from North Dakota to Illinois.

Greenpeace was one of many activist groups that participated in a movement to halt the pipeline's construction. Those protests were started by the Standing Rock Sioux Tribe, and ultimately drew thousands to rural south-central North Dakota to demonstrate.

Energy Transfer sued Greenpeace in Morton County in 2019, accusing it of organizing violent attacks against the pipeline company during the protests and of waging a misinformation campaign to sabotage its business. The lawsuit is against three separate organizations affiliated with Greenpeace — Greenpeace USA, Greenpeace Fund and Greenpeace International.

The more than three-week trial in early 2025 featured dozens of witnesses, including current and former Greenpeace employees, Indigenous activists, Energy Transfer representatives and law enforcement.

Witnesses for Greenpeace during the trial said the environmental group only ever played a small role in the protests. Greenpeace maintains it only had six employees visit the protest camps, and that all worked for Greenpeace USA, not Greenpeace Fund or

Greenpeace International.

The jury found Greenpeace USA liable for almost all claims. It did not find Greenpeace International and Greenpeace Fund responsible for the alleged on-the-ground harms committed by protesters, but did find those entities liable for defamation and interfering with Energy Transfer's business. It also found Greenpeace USA and Greenpeace International liable for conspiracy.

Greenpeace International has filed a separate lawsuit against Energy Transfer in the Netherlands that accuses the company of weaponizing the U.S. legal system against the environmental group.

"With hard-won freedoms under threat and the climate crisis accelerating, the stakes of this legal fight couldn't be higher," Mads Christensen, executive director of the Netherlands-based Greenpeace International, said in the

Friday announcement. Energy Transfer asked Gion to halt the Netherlands lawsuit while the North Dakota case is still pending, which the judge denied. Energy Transfer appealed that decision to the North Dakota Supreme Court, which has yet to make a decision on the matter.

North Dakota Monitor reporter Mary Steurer can be reached at msteurer@northdakotamonitor.com.

SUMMONS

TURTLE MOUNTAIN TRIBAL COURT - CIVIL DIVISION
TURTLE MOUNTAIN RESERVATION
BELCOURT, NORTH DAKOTA

State of North Dakota and
Brittany L. Laducer
Petitioner(s))
VS)
SUMMONS)
CASE#)
CS# 25-7011)
Kevin L. Morin,
Respondent(s))

[s.] The State of North Dakota to Kevin L. Morin: YOU ARE HEREBY summoned and required to appear and defend against the Petition in this action, which is or will be filed with the Clerk of Court of the Turtle Mountain Band of Chippewa Indians, and which is herewith served upon you by serving upon the undersigned an Answer or other proper response within forty (40) days after the service of the summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the petition. The nature of this claim, the requested relief, and the amount are set forth in the petition and incorporated herein by reference.

Dated this 25th day of April, 2025

/s/Vincent N. Knuth
Special Assistant Attorney General
ND Bar I.D. Number: 09274
TMTIC I.D. Number: ATT-013-24
1820 Walnut St. E Ste. #4
Devils Lake, ND 58301
Phone: (701) 328-5440
devilslakece@nd.gov
Attorney for the Child Support Program

Dated and filed by the Court on: 5/2/20254
/s/ Kathleen Turcotte
Turtle Mountain Tribal Court

TURTLE MOUNTAIN TRIBAL COURT - CIVIL DIVISION
TURTLE MOUNTAIN RESERVATION
BELCOURT, NORTH DAKOTA

State of North Dakota and
Brittany L. Laducer,
Plaintiff(s))
VS)
Affidavit for
Publication)
Civil No.#)
CS# 25-7011)
Kevin L. Morin,
Defendant)

STATE OF NORTH DAKOTA)
COUNTY OF RAMSEY)

1. Vincent N. Knuth, being first duly sworn, deposes and states as follows:
 2. I am the attorney for the Regional Child Support Field Office of Devils Lake, North Dakota, representing the State of North Dakota. I make this affidavit to satisfy the requirements of service by publication.
 3. I am familiar with the facts of this case.
 4. This matter involves an action against the defendant to address issues of child support and medical support.
 5. A Complaint commencing this action has been filed with the Clerk of Court in Turtle Mountain Tribal Court, North Dakota.
 6. After diligent inquiry, personal service of the Summons cannot be made upon the defendant in the State of North Dakota to my best knowledge, information and belief.
 7. The Court has personal and subject matter jurisdiction of this matter over the parties pursuant to Title 2, Judicial Procedure, Civil.
 8. The defendant's last reasonably ascertainable address is:
Kevin L. Morin
PO Box 262
Rolette, ND 58366-0262
 9. I declare, under penalty of perjury under the law of North Dakota, that the foregoing is true and correct.
- Signed on the 19th day of February, 2026, at Devils Lake, North Dakota, United States of America.

/s/Vincent N. Knuth
Special Assistant Attorney General
ND Bar I.D. Number: 09274
TMTIC I.D. # ATT-109-05-26
1820 Walnut St. E Ste. #4
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Attorney for the Child Support Program

(# 25, 26, 27)

MSU Native American Cultural Center receives upgrade



MINOT, ND (KXNET) — Minot State University upgrades their Native American Cultural Center with gift from Chairman Jamie Azure.

The gift included furniture, including a couch, loveseat, two ottomans, two chairs, an entertainment center, a smart TV, room decor, and a dining table with six chairs.

Debate ignites over proposed data center in Oliver County Native American Cultural Center director Annette Mennem said, "Chairman Azure decided he wanted to gift us new furniture and set it up with Stu's Furniture in Belcourt to enhance our space. The students and I worked together to pick out what best fit the needs of the center."

This gift comes from the Turtle Mountain Band of Chippewa Indians Tribal Council and Chairman Jamie Azure to upgrade furniture in the center.

Dunseith man to serve six years for methamphetamine possession with intent to deliver

Quentin James Demery Jr. has credit for 133 days.

GRAND FORKS — A Dunseith man was ordered Thursday, Feb. 26, to serve six years for possessing methamphetamine in Grand Forks County with intent to deliver it.

Quentin James Demery Jr., 41, pleaded guilty to Class A felony possession of at least 50 grams of methamphetamine with intent to deliver, Class C felony tampering with physical evidence and Class C felony unlawful possession of drug paraphernalia.

He was charged in October after the vehicle he was riding in got pulled over by a state trooper, according to a declaration of probable cause filed in the case. Due to "suspicious behavior and conflicting stories," a K9 unit was deployed on scene. The K9 alerted to the vehicle, prompting a search that revealed methamphetamine paraphernalia, which Demery was arrested for.

While being transported to the Grand Forks County Correctional Center, Demery was seen pushing something into the seat of the law enforcement vehicle, the declaration said. The vehicle was later searched, and a sock containing a bag of suspected methamphetamine was located. Demery was charged with possession with intent as well as evidence tampering.

Demery was sentenced to the maximum for the Class A felony charge, which is 20 years, but 14 years of the sentence were suspended. After serving six years, he will be on supervised probation for three years. During that time any violation would put Demery at risk of returning to prison for the remaining 14 years.

He has credit for 133 days served.

NOTICE TO BIDDERS School District – St. John School State of North Dakota

Sealed bids will be received by the School District of St. John School, Rolette County, North Dakota, at the office of the Superintendent, 400 Foussard Ave., St. John, ND, 58369, starting March 2, 2026 (8:00 am) and closing March 19, 2026 (4:00 p.m. CST) for furnishing one (1) new 65-passenger school bus with a Cummins gas engine, in accordance with the specifications described below. Bids will be opened and publicly read aloud at that time and place.

I. DESCRIPTION OF EQUIPMENT

The bus shall meet or exceed the following minimum specifications:

1. Passenger Capacity: 65 passengers.
2. Engine: Cummins Gas Engine (2026 or 2027).
3. Transmission: Automatic.
4. Brakes: Hydraulic power braking system.
5. Heating & Defrost Systems: Includes driver defroster, adequate interior heating, and stepwell warmer.
6. Safety & Lighting:
 - o LED stop arms and warning lights meeting North Dakota school bus standards.
 - o Reflective markings and required emergency exits.
7. Additional Equipment:
 - o Engine block heater.
 - o AM/FM radio (as specified).
 - o Seating and seat belts as required by applicable state and federal regulations.
8. Compliance: Must comply with all current North Dakota Administrative Code and North Dakota Century Code requirements for school buses, including applicable Federal Motor Vehicle Safety Standards.

II. TRADE-IN

St. John School intends to trade in a 2016 International bus, 65-passenger, diesel engine, in good condition with 150,000 miles. The trade-in offer will be considered as part of the bid award. Bidders shall state the trade-in allowance offered in their bid. The trade-in allowance will be considered in determining the lowest responsible bidder.

III. BID REQUIREMENTS

1. Sealed bids must be plainly marked on the outside of the envelope: **"BID – 65-Passenger School Bus (Cummins Gas Engine) – St. John School"**.
2. All bids must include a detailed description of the unit offered, including the engine model, delivery date, warranty provisions, and trade-in allowance.
3. Bids must include delivery cost to St. John School, and delivery shall be made by **December 15, 2026**.
4. Bids shall be accompanied by any manufacturer's specifications and warranty information.

IV. AWARD OF BID

The School District reserves the right to:

- Reject any and all bids or waive any informalities in the bidding process.
- Award the contract in the best interest of the district, taking into account the trade-in value, specifications, delivery schedule, and total cost to the district.

V. PUBLICATION & BID OPENING

This Notice will be published in the official newspaper of the district on **Turtle Mountain Star and Turtle Mountain Times on March 30, 2026**. Bids will be opened publicly at **10:00 a.m. (CST) on March 23, 2026**, at the **St. John School District Office**.

VI. CONTACT FOR SPECIFICATIONS

Questions or requests for specifications should be directed to:

Keith LaVallie, Superintendent
Phone: 701-477-5651
Email: keith.lavallie@k12.nd.us

Dated: **February 23, 2026**.

BID FORM — 65-Passenger School Bus (Cummins Gas Engine) School District: St. John School

| Item | Description |
|---|-------------|
| Base Bid Price | \$ _____ |
| Trade-In Allowance (2016 International Bus) | \$ _____ |
| Net Bid Price (Bid – Trade-In) | \$ _____ |
| Engine Model/Specs | _____ |
| Delivery Date | _____ |
| Warranty (Years/Miles) | _____ |

Bidder: _____
Address: _____
Phone: _____
Signature: _____
Date: _____