

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

_____)
Public Service Commission)
))
Petitioner,)
))
vs.)
))
Anderson Seed Co., Inc.)
))
Respondent.)
_____)
PSC Case No. GE-12-78)
_____)

CIVIL NO. _____

**AFFIDAVIT OF
SUSAN K. RICHTER**

STATE OF NORTH DAKOTA)
) **ss**
COUNTY OF BURLEIGH)

Susan K. Richter being duly sworn states as follows:

1. That she is a citizen of the United States of America, of legal age, residing at Bismarck, North Dakota.
2. That she is the Director of the Licensing Division for the Public Service Commission (Commission) and as such is charged with the duty of enforcing the provisions of North Dakota Century Code Chapters 60-02 and 60-04.
3. Anderson Seed Co., Inc. of Mentor, Minnesota, which is authorized to do business in North Dakota, operated grain warehouses at Durbin, North Dakota since October 2003 and at Selz, North Dakota since October 2004 under North Dakota Century Code Chapters 60-02 and 60-04.


4. Anderson Seed Co., Inc. operates its grain warehouse facilities at Durbin, North Dakota under license number 1132 and at Selz, North Dakota under license number 1153.
5. As part of the licensing process, Anderson Seed Co., Inc. filed a surety bond with the Commission as required by North Dakota Century Code §60-02-09 and North Dakota Administrative Code §69-07-02-02, in the amount of \$280,000 and identified as number 087708 66042403 with Auto-Owners Insurance Company, P.O. Box 30660, Lansing, Michigan, as surety.
6. In early February 2012, Anderson Seed Co., Inc. provided information to the Public Service Commission showing a significant amount of grain was received from producers in 2011 for which payment has not been made.
7. On February 15, 2012, the Commission received a letter with attachments from Douglas Doll on behalf of the Doll & Pazdernik Partnership of Mandan, North Dakota, alleging the partnership has not been paid for sunflower seeds delivered to Anderson Seed Co., Inc. at their licensed grain warehouse in Durbin, North Dakota. Copy attached as Exhibit A.
8. Between February 21, 2012 and February 24, 2012, the Commission received additional written communications, each alleging non payment for sunflower seeds delivered or sold to Anderson Seed Co., Inc. Copies attached as Exhibit A.
9. In addition to the written communications received, the Licensing Division has received and continues to receive numerous phone calls from additional producers alleging they had not been paid for sunflower seeds sold to Anderson

Seed Co., Inc. and asking for instructions for filing a claim against the bond under the provisions of North Dakota Century Code §60-02-09 or against the credit-sale contract indemnity fund under the provisions of North Dakota Century Code §60-10-04.

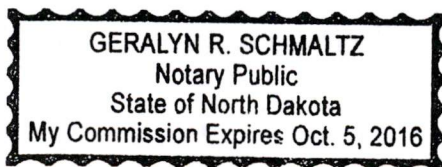
10. Affiant has reason to believe that Anderson Seed Co., Inc. moved or is in the process of moving grain by truck out of the licensed public warehouses at Durbin, North Dakota and Selz, North Dakota, to a storage facility in Fertile, Minnesota. Affiant is concerned that moving the grain could compromise the trust fund.
11. Affiant believes that North Dakota Century Code §60-04-03 provides the court may issue a temporary ex parte order to preserve or protect the assets of the trust fund until the court issues its order granting or denying the application.
12. Affiant believes that Anderson Seed Co., Inc. has violated North Dakota Century Code §60-02-09 (4)(a) by failing to faithfully perform the licensee's duties as a public warehouseman and North Dakota Century Code §60-04-02 by refusing, neglecting, or being unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored.
13. Affiant believes, based on the claims for non payment filed with the Commission and the phone calls from producers alleging non payment for sunflower seeds sold to Anderson Seed Co., Inc., that Anderson Seed Co., Inc. is insolvent under North Dakota Century Code Chapter 60-04.

14. Affiant believes it is in the best interest of the potential claimants that the Commission be appointed trustee in an insolvency proceeding under the provisions of North Dakota Century Code Chapter 60-04.
15. Affiant believes that the bond proceeds may be needed to redeem outstanding receipts issued by Anderson Seed Co., Inc.
16. Affiant believes that proceeds from the credit-sale contract indemnity fund may be needed to meet the licensee's obligations to any holders of credit-sale contracts.
17. Affiant believes it is in the best interest of potential claimants that the Court issue *ex parte* a temporary order preserving and protecting any assets of the trust under North Dakota Century Code Chapter 60-04.
18. That this affidavit is made for the purpose of securing the appointment of the Commission as trustee of Anderson Seed Co., Inc. and preserving any assets of the trust under North Dakota Century Code Chapter 60-04.

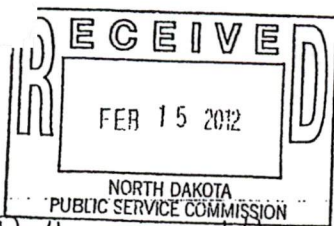
Dated this 29th day of February, 2012.


Susan K. Richter

Subscribed and sworn to before me
this 29th day of February, 2012.




Notary Public



2-14-12

I Douglas D. Doll, am writing this letter on behalf of the Doll + Puzdernik Partnership.

On 4-29-2011 we contracted 500 acres of sunflowers at 600 lbs. per acre, 6000 cwt to Anderson Seed Co. Inc. 16774 300th St. Mentor, MN 56736. The sunflowers were ~~to be~~ delivered to Durbin, ND between 11-29-11 to 12-12-11. The agreed base price for the delivered sunflowers was \$34.00 per hundred or 3rd alb. at 70% dehaul.

As of 12-12-11 Doll + Puzdernik Partnership has completed their part of the contract by delivering all the sunflowers, 6 loads were hauled by my privately hired trucker (Kraft LLC. All Kraft was paid by Doll + Puzdernik Partnership on 12-17-11 CK# 44926. The remaining 8 loads were hauled by trucks hired by Anderson Seed Co. Inc. The cost of these 8 loads was to be deducted from the checks to be sent to us to fulfill their part of the contract.

As of the date of this letter we have only received 3 checks from Anderson Seed Co. Inc. CK# 43387, tickets 14336 and 14357. CK # 43431, tickets 23321 and 23323. CK # 43474, tickets 23351 and 23352.

Per telephone conversation with Stephanie Anderson of Anderson Seed Co. Inc. Anderson Seed

Co. Inc. they would also be purchasing the overun pounds of sunflowers at \$33.50 per cwt.

According to our figures Anderson Seed Co. Inc. is 8 loads short of the amount contracted. They have not fulfilled their part of the contract and our partnership is short by our estimation some where between \$155,000 to \$165,000 depending upon freight, moisture, and dockage deductions.

We were to receive our money by the end of December but as of the date of this letter Anderson Seed Co. Inc. has breached this contract and has withheld not only the truth but income that is rightfully ours. If they cannot complete their part of this contract, we have no other alternative but to put a lien on their assets or have them return our sunflowers.

Attached is all pertinent information regarding this matter.

Doll & Pozdaniik Partnership
by Douglas D. Doll P.O. A.

Grain Bond Proof of Claim

I, Glenn Gerving, the undersigned, do hereby submit this claim against the bond of Anderson Seed Co. for the following grain:

Kind of Grain	Quantity	Unit Price	Total	Ticket #
Sunflowers	573.85	34.5	\$19,797.83	23326
Sunflowers	545.12	34.5	\$18,806.64	23327
Sunflowers	545.88	34.5	\$18,832.86	23346
Sunflowers	538.16	34.5	\$18,566.52	23350
Sunflowers	564.73	34.75	\$19,624.37	23354
Sunflowers	529.81	34.5	\$18,278.45	23356
Sunflowers	584.87	34.5	\$20,178.02	23360
Sunflowers	566.68	34.5	\$19,550.46	23362
Sunflowers	513.19	34.5	\$17,705.06	23364
Sunflowers	537.33	34.5	\$18,537.89	23365

Total Value of Claim: \$189,878.08

Enclosed are copies of applicable scale tickets.

Glenn Gerving

PO Box 607

Glen Ullin, ND 58631

701-348-3418 Home

701-391-6461 Cell

Signed: *Glenn Gerving*

Date: 2-20-12

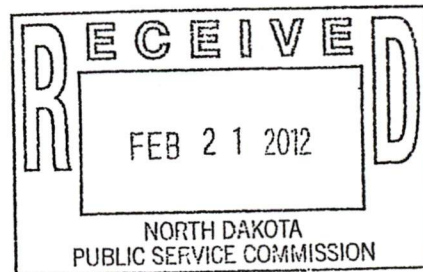


Dear Sue,

I am writing this letter concerning the Anderson seed claim. Anderson seed picked up off the farm 5 loads of sunflowers and hauled them to Mentor, Minnesota. They paid on 7 loads and still owe on 8. They started hauling on 12/13/11 and finished on 12/30/11. I was in contact with Pat O'Neil at Anderson. We agreed on \$33 a cwt. picked up off the farm. I was not supposed to pay freight deductions at \$.60 a cwt. Anderson still owes 3924.57 cwt. at \$33 = \$129510.81 and freight deductions of \$2211.12 The scale tickets are in my name but my dad Doug Iglehart is receiving payment.

Thank you,

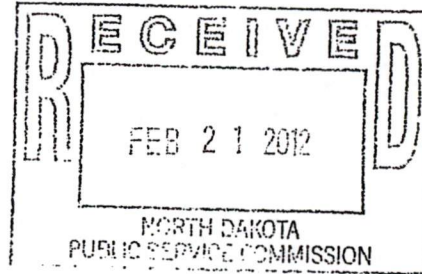
Travis Iglehart



Tim Hase
1931 28th St NE
Martin, ND 58758

2-17-2012

Public Service Commission
600 E Boulevard Ave
Bismarck, ND 58501



Dear Sirs:

Re: Anderson Seed Co, Inc. from Selz, ND and Mentor, MN.

I'm a sunflower producer from Martin, ND who delivered sunflowers to both the Selz and Mentor plants on contracts from early 2011. I signed contracts for both con-oil and dehull sunflowers and returned the contracts to Anderson but never received a copy signed by them back. Sunflowers that I delivered to them were priced at the contract price as shown on the invoices attached.

I was at Anderson Seed in Mentor on February 13, 2012 and they verified that I was owed for 5 loads and did pay me for the smallest load \$8,747.70 as shown on the attached assembly sheet and that I was owed \$46,627.20 for the remaining 4 loads. Ron Anderson told me that they were in process of refinancing their business and would know by 2-15-2012 and be able to pay me by 2-20-2012.

All loads were delivered in November/December 2011 and I notified the company by phone in December that I wanted the income deferred to 2012 and they were going to send out a deferred sales contract like they had done in past. I never received the deferred sales contract from them and attempts to get money in January/February were always delayed until the personal visit when I received the \$8700 check.


Now with news of their sale to another company has me concerned about getting the money that I'm owed and request that the Commission investigate this company. Also notify me of any additional information that might be needed to file a claim with their bond or with the Indemnity fund for my loss.

Sincerely,

Tim Hase

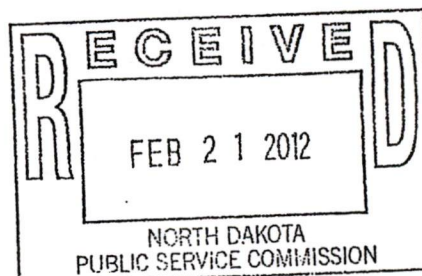
To whom it may concern:

I Dirk O'Connor, President of DRO, Inc., of Plevna, MT has 6 loads of sunflowers that were delivered to Redfield, SD under contract with Anderson Seed, Inc. based in Mentor, MN. Anderson Seed Inc. owes us \$107,136.22. After numerous phone calls for the past 45 days they kept telling me the checks were going out the next week. They never showed up. I am enclosing an assembly sheet showing the sunflower loads that were not paid for under contract, along with a copy of the contract.

 *President*

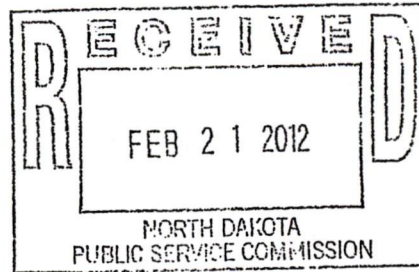
DRO, Inc.
Dirk O'Connor
746 Pine Creek Rd.
Plevna, MT 59344

(406) 772-5003



2-17-12

ND Public Service Commission
600 East Blvd Ave Dept 408
Bismarck, ND 58505



Ms. Richter,

I am formally filing a claim against Anderson Seed Company, Inc. of Mentor, MN and/or against their grain bond in ND.

I contracted with Anderson Seed Company and delivered my AOG contract with full production in early December, 2011. According to the contract I was to be paid 30 days after last delivery. As of today I have only received less than half of the total owed me. I am attaching all supporting information, which included copies of the envelope the contract was sent in to copies of the two checks I received. I am also enclosing emails that were sent to Anderson Seed up to the point of sale to Legumex Walker this past week. I have personally left a message with the Attorney's hired by Anderson Seed and my attorney has also left messages. As of writing this letter on neither of us has had any follow-up call from the attorney's.

Please consider this complaint as an official claim against Anderson Seed and/or their ND Grain Bond.

Please keep me up to date on any developments in regards to Anderson Seeds with the state of ND or any payment progress reports.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Brusseau".

Chad Brusseau

10790 39th ST SW

Dickinson, ND 58601

701-483-1547 home

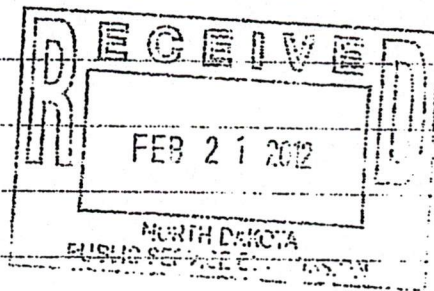
701-290-3458 cell (preferred way to get a hold of me)

cmbrusseau@dow.com or cbrusseau@ndsupernet.com

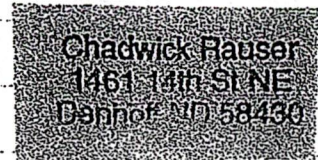
SUSAN,

Here is all the information that you should need to file a claim against Anderson Seed. They sent 2 checks for \$10,000 each to pay off part of the owed amount. they still owe me \$61,383.26.

I cannot find the other check stub for one payment but I have included copies of the checks instead. If you have any questions or concerns you can call me at 701-730-4792



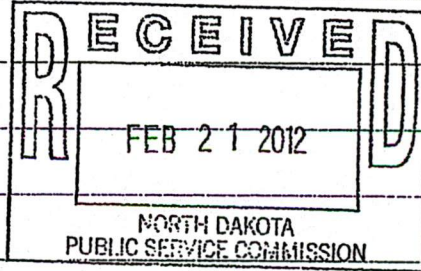
Chadwick Rauser



Susan,

this is the information for my father Ken Rausser which is payable to Rausser Family Inc they owe him a balance of 16,944.39 after sending him a check for \$16,000. If you have any questions regarding his info you can call him at 701-693-5455

Chadwick Rausser



Public Service Co:

I enclosed all info;

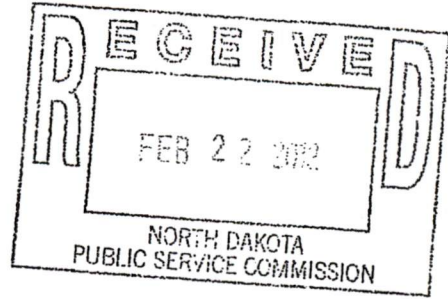
- Contract
- 7 loads hauled in 75% Dan 25% Ken
- 3 ^{loads} were paid
- 4 loads unpaid but paid
- Maps where flowers were planted
- fulfilled my obligations
- Please let me know the outcome

Dan Braaten
5650 160th AVE
Kindred ND 58051
701 212 3346



February 17, 2012

Public Service Commission
600 E. Boulevard Ave.
Dept 408
Bismarck, ND 58505-0480



To Whom It May Concern:

In February of 2011, I entered into a contract with Anderson Seed Company to sell them part of my 2011 sunflower crop. In November and December of 2011 I had six loads of sunflowers delivered to their site in Durbin, ND. I decided to defer the first two loads into January of 2012, and signed a contract to do so. I had not received this check by mid January. After several attempts to contact them by phone, I did receive payments on the last two loads I delivered. At that time I was also told I would receive payment on the remaining four loads, the week of February 6th. I never received those payments.

Below I have listed delivery dates, ticket load numbers, and pounds, for all six loads.

Date	Ticket #	Pounds	
11/18/11	23262	58523	Deferred, not paid
11/28/11	23298	62680	Deferred, not paid
12/15/11	23363	69072	Not paid
12/16/11	23369	65250	Not paid
12/22/11	23388	67100	Payment received end of January
12/29/11	23398	66485	Payment received beginning of February

Enclosed please find copies of the contract, deferred contract, load tickets and assembly sheets.

If you have any further questions, feel free to contact me at my home 701/348/3134 or my cell phone at 701-226-6299. Thank you for your attention to this matter.

A handwritten signature in cursive script that reads "David Wanner".

David Wanner

February 20, 2012



Dear Public Service commissioners

I am writing this letter to inform you of a complaint that I have with the Anderson Seed Company. We had a deferred payment agreement with them on sunflowers that we had delivered to their Durbin, ND facility. The payment contract stated that we would receive payment between the dates of January 7th and January 14th of 2012.

We did not receive our payment and so we called them. Stephanie Anderson stated that she had mailed it, we waited about a week and then called them to inform them that we did not receive it and we were assured that it was mailed. We asked if they could cancel that check and reissue a new one as it must have gotten lost in the mail. Stephanie agreed and said she would issue a new check, after waiting approximately another week we called them again to inform them that we had not received payment. At first Stephanie assured us that they would get the check mailed, but after not receiving it and contacting them we heard excuses such as the person who writes the checks has not been in or that they only write checks on certain days of the week. We continued to make many calls and were always told that Stephanie was not in or that they would have her call us, and we never heard from her. We asked to speak to someone else in management and told them our situation and he stated he would have Stephanie call us. We never did receive a call. A couple days later we called and found out that Andersons were no longer doing business at that phone number. As of today we have not received our payment of \$68,496.45.

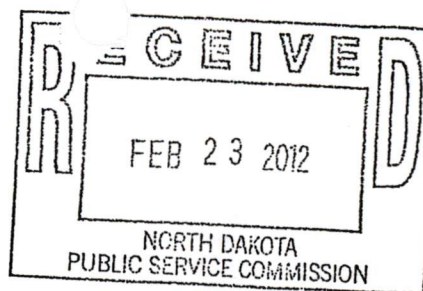
I am attaching a copy of our Deferred Payment Agreement and our scale Tickets. Please contact me with any information you may have to help me with this situation. I can be reached by phone at (701)321-1515.

Sincerely

A handwritten signature in cursive script that reads "Robert Weigel".

Robert Weigel
2651 66th St SE
Kintyre, ND 58549
bnjweigel@yahoo.com

Derrick Enos
151 Valley Road
Baker Montana 59313
Phone: 406-775-6100



2-16-2012

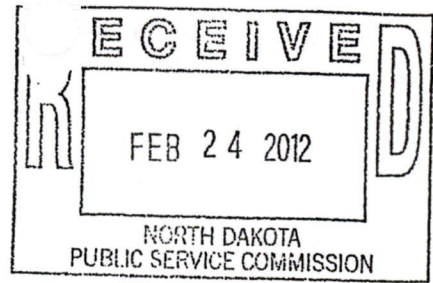
North Dakota Public Service Commission:

This letter is to inform you of my past dealing with Anderson Seed Company. I signed a contract with them in the spring of 2011. The contract specifically states that payment shall be made after 30 days of delivery. We delivered seven loads of con-oil sunflowers to the Durbin, North Dakota facility owned and operated by Anderson Seed Company. I was paid for two of the seven loads. Anderson Seed currently owes \$85,034.26 for sunflowers that were delivered in December. I have enclosed copies of my weight tickets, along with settlements. Over the last month we were in contact with the management of Anderson Seed, they kept reassuring us that they were going to pay us soon. They also mentioned several times that the check was in the mail. The check never came and the truth came out that we were being lied to. The lack of honesty and integrity on the part of Anderson Seed has really put my family and business in a very difficult position. It is my hope that the commission will take this matter very seriously. Thank you for your time regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Derrick Enos".

Derrick Enos



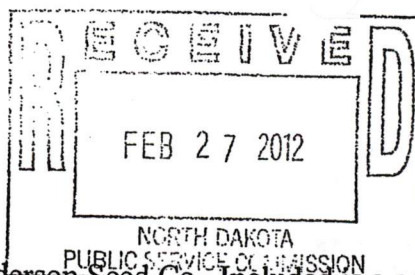
Dear public service commission

I have been getting the run around from Anderson seed since the end of December 2011. I have two act of god contracts with Anderson seed. I hauled a total of 4 loads and from that they owe me a total of \$45,358.48. I have included copies of my four warehouse scale tickets and my two act of god contracts.

Sincerely Trevor Kohler

2415b 23rd Ave NW
Benedict, ND 58716
701-661-0155

Sue Richter
Public Service Commission



2/24/2012

Enclosed is the information I have with the Anderson Seed Co. Included is a copy of the contract we signed with Anderson Seed. Copies of the scale tickets I received when I delivered the loads to the Selz ND plant.

Scale tickets:

31914	Unpaid
31918	Unpaid
31920	Unpaid
31924	Paid

David Hill is the name that appears on the scale tickets. Gary Hill has a 50% share in the loads and also received his payment for scale ticket 31924.

I have also included copies of our assembly sheets for the payment we received for scale ticket 31924. On the assembly sheets the unpaid scale tickets are listed and the Gross amount owed to us for these loads are listed. I have highlighted that for you.

We also have Sunflowers stored on our farm that is contracted for delivery to Anderson Seed Co. The contract price is for 33.00/cwt. We have about 100,000 lbs. Stored on the farm.

If there is anymore information you need please contact us at one of the contact numbers below.

Thanks
David Hill
2690 84th St. NE
Willow City, ND 58384
home# 701-246-3789
shop 701-246-3676
Cell 701-228-4286
email: dhillfarm@gmail.com

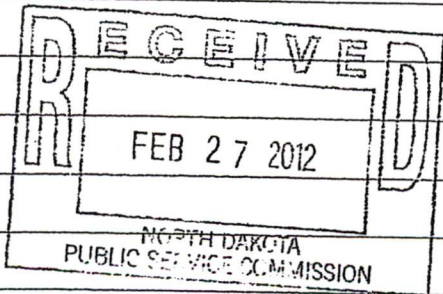
Gary Hill
Home# 701-366-4418
cell 701-228-4263



Dan Pfeifle

Dan Pfeifle
418 Ave E E
Napoleon ND 58561

H-701-754-2850
C-701-320-2850



To - Public Service Comm. N.D.

Dan Pfeifle

I would like to File a
claim against the Bond
of Anderson Seed Elevator
in Durbin ND For which
I have not received
payment of Approximately
\$128,396.45 owed yet.
I hauled App 922,807 LBS
of Sunflowers to the
Durbin Elevator. Total Amount
to me is App \$30,520.03 of
which Anderson Seed has paid me
\$173,123.58 leaving Anderson
Seed owing me App
\$128,396.45 on non payment.

2-24-12 Dan Pfeifle
Napoleon ND 58561

