

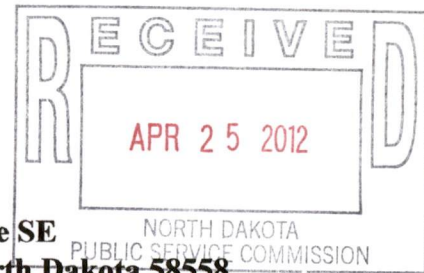
Rauleigh D. Robinson

Lawyer

April 24, 2012

Illona A. Jeffcoat-Sacco
Special Assistant Attorney General
Public Service Commission
600 E. Boulevard Ave, Dept 408
Bismarck, ND 58505

15901 62nd Ave SE
Menoken, North Dakota 58558
(701) 673-3298
Fax (701) 673-3298



Re: Public Service Commission v. Anderson Seed Co., Inc.

Dear Attorney Jeffcoat-Sacco:

Since my earlier contact with you, after commencement of our action against Anderson Seed Co., Inc., I have also made a Motion for Summary Judgment.

Fundamentally, we alleged that they contracted to buy our sunflowers and took delivery, all after these negotiations to sell the assets were under way. Accordingly, we alleged that they had no intention of paying for them.

Since I expect that after they have bled this company about as far as they think they can, they will file bankruptcy, I alleged fraud, which may prevent discharge of the debt.

Enclosed is a copy of the affidavit of Ronald Anderson, President of the company, that you may find interesting.

If you want copies of other parts of my file just ask, though I am going to be out of my office from the 26th through May 15.

I am wondering if you are making any progress towards getting any recovery for these farmers who have been fleeced?

Very truly yours,

A handwritten signature in blue ink, appearing to be "Rauleigh D. Robinson".

Rauleigh D. Robinson

c: Glenn and Lisa Gerving
Dean Gerving

file 4/23/12

STATE OF NOUTH DAKOTA

IN DISTRICT COURT

COUNTY OF MORTON

SOUTH CENTRAL JUDICIAL DISTRICT

Glenn Gerving and Lisa Gerving,

Plaintiffs,

Case No: 30-2012-CV-00215

vs.

Anderson Seed Co., Inc.,

AFFIDAVIT OF RONALD ANDERSON

Defendant.

STATE OF FLORIDA)
) SS
COUNTY OF MONROE)

Ronald Anderson, being first duly sworn on oath, states and alleges as follows:

1. I am the President of Anderson Seed Co., Inc. ("Anderson Seed") and make this Affidavit in support of Defendant's Opposition to Plaintiff's Motion for Summary Judgment.

2. In late 2011 Anderson Seed experienced significant financial difficulties necessitating a sale of assets. An asset sale was determined by the owners of Anderson Seed to pay off the secured debt of Anderson Seed and provide the maximum amount of relief to Anderson Seed's unsecured creditors.

3. The contracts with Plaintiffs that are the subject of this dispute as well as the acceptance of delivery of the seeds from Plaintiffs were entered into and performed with the intention of paying Plaintiffs in accordance with the contracts.

4. At no time did Anderson Seed or any of its owners, directors, or officers act with fraudulent intent to induce Plaintiffs to contract and deliver their seeds.

5. Although assets have been sold, neither Anderson Seed nor any of its officers or directors have transferred, assigned, or hidden any asset of the company for purposes of delaying

or defrauding creditors. I do not intend to transfer, assign or hide any assets from creditors, at any point in the future. Any asset sales have been done with the goal of maximizing the sales price for the benefit of the company. As indicated above, all sales proceeds have been paid to creditors.

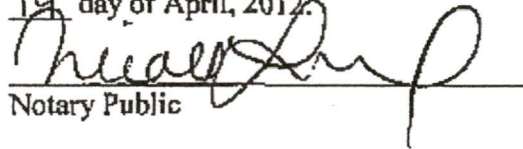
FURTHER YOUR AFFIANT SAITH NOT.

Dated: 4-19, 2012



Ronald Anderson

Subscribed and sworn to before me this
19 day of April, 2012.



Notary Public

