

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,
Plaintiff,

-vs-

Grand Forks Bean Company, Inc.,
Defendant.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

**AMENDED
CLAIM OF
BALDWIN FARMS, INC.**



[¶1] Baldwin Farms, Inc., asserts an amended claim in the above-entitled proceeding, based upon its quantity of 1,005.71 hundred weight (cwt.) of beans, at a price of \$38.00 per cwt, for a total of \$38,216.98, being the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota from and after October 15, 2013.

Baldwin Farms, Inc. asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. Baldwin Farms, Inc. reserves the right to assert an additional \$1.00 per cwt over and above the market price based upon its agreement with Grand Forks Bean Company.

[¶2] Baldwin Farms, Inc. submits with this claim, copies of receipts and other evidence for said beans that were contained within its files, which are attached hereto as **Exhibit A**. The Dry Bean Contracts that are attached as part of Exhibit A to the amended claim of Brent Baldwin relate to and are also evidence for this claim of Baldwin Farms, Inc.

[¶3] Based upon information and belief, the PSC obtained copies of documents that were within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Baldwin Farms, Inc.'s 1,005.71 cwt. of beans. Baldwin Farms, Inc. obtained copies of said documents from the PSC, and accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B**.

[¶4] The Price Later Marketing Agreement documents, attached as part of Exhibits A and B, filled out by Defendant Grand Forks Bean, Inc. purport to have been signed and initialed with the authorization of Mr. Brent Baldwin, but no such authorization was given.

[¶5] Attached as **Exhibit C** is a spreadsheet summarizing Baldwin Farm, Inc.'s claim.

Dated this 28th day of January, 2016.

~~PEARSON CHRISTENSEN, PLLP~~

Daniel L. Gaustad (ND ID #05282)
Joseph E. Quinn (ND ID #06538)
Attorneys at Law
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P. O. Box 5758
Grand Forks, ND 58206-5758
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jquinn@grandforkslaw.com
Attorneys for Baldwin Farms, Inc.


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STATE OF NORTH DAKOTA)
) ss. VERIFICATION
COUNTY OF Grand Forks)

[¶6] Brent Baldwin, as the Vice-President of Baldwin Farms, Inc., being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

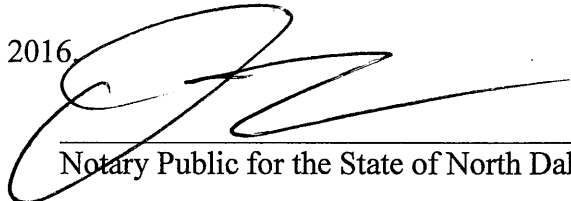
DATED this 28th day of January, 2016.

BALDWIN FARMS, INC.


By: Brent Baldwin
Its: Vice-President

Subscribed and sworn to before me by Brent Baldwin, as Vice-President of Baldwin Farms, Inc. on this 28th day of January, 2016.

DANIEL L GAUSTAD
Notary Public
State of North Dakota
My Commission Expires Dec. 4, 2020


Notary Public for the State of North Dakota

PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.

GROWER BALDWIN FARMS INC.

ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have choice in the time for marketing his pinto beans:

NOW THEREFORE, it is hereby agreed by and between the grower and the company as follows:

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$~~0.0050~~⁰⁰⁴⁹³ per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc. Ted Q. [Signature]
COMPANY BY

Brent Baldwin by [Signature]
GROWER,

THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.

S.A.

Seller

Exhibit A

Comments:

93290 Vehicle & Grain..LBS
35450 Vehicle.....LBS
57840 Gross Grain.....LBS
2684 Dockage.....LBS
55150 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02685

DATE 9/17/13
Name BALDWIN FARMS INC
Name DRIVER ON OFF

Address
Kind Grade Bin No. S
Splits 3.04 %Pick 48 %FM 1.12 %
Moist % Total Dock 4.64 %
Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

85070 Vehicle & Grain..LBS
31440 Vehicle.....LBS
53630 Gross Grain.....LBS
1137 Dockage.....LBS
52493 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02659

DATE 9/13/13
Name BALDWIN FARMS INC
Name DRIVER ON OFF

Address
Kind Grade Bin No. S
Splits 1.6 %Pick 32 %FM 2 %
Moist 13.8 % Total Dock 2.12 %
Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

91050 Vehicle & Grain..LBS
34590 Vehicle.....LBS
56400 Gross Grain.....LBS
1028 Dockage.....LBS
55432 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02659

DATE 13/13
Name BALDWIN FARMS INC
Name DRIVER ON OFF

Address
Kind Grade Bin No. S
Splits 2 %Pick 2 %FM 2 %
Moist 1.6 % Total Dock 1.82 %
Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

88100 Vehicle & Grain...LBS
27090 Vehicle.....LBS
61010 Gross Grain.....LBS
1440 Dockage.....LBS
59570 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02655

DATE 9/12/13

Name BALDWIN FARMS INC

Name _____ DRIVER ON OFF

Address _____
Kind Pinto Grade 1 Bin No. ES
Splits 88 %Pick 1 %FM 48 %
Moist 14.6 % Total Dock 2.36 %

Check Seed Coats _____ %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. _____ Storage Tkt. No. _____ Assembly Sheet No. _____

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

Comments:

83940 Vehicle & Grain...LBS
32640 Vehicle.....LBS
49300 Gross Grain.....LBS
1045 Dockage.....LBS
48255 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02651

DATE 9/12/13

Name BALDWIN FARMS INC

Name _____ DRIVER ON OFF

Address _____
Kind Pinto Grade 1 Bin No. ES
Splits 92 %Pick 4 %FM 8 %
Moist 14.8 % Total Dock 2.12 %

Check Seed Coats _____ %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. _____ Storage Tkt. No. _____ Assembly Sheet No. _____

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

Comments:

102260 Vehicle & Grain...LBS
34970 Vehicle.....LBS
67290 Gross Grain.....LBS
1588 Dockage.....LBS
65702 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02651

DATE 12/13

Name BALDWIN FARMS INC

Name _____ DRIVER ON OFF

Address _____
Kind Pinto Grade 1 Bin No. ES
Splits 64 %Pick 1 %FM 32 %
Moist 14.6 % Total Dock 2.36 %

Check Seed Coats _____ %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Storage Tkt. No. _____ Assembly Sheet No. _____

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

Comments:

92930 Vehicle & Grain...LBS
27340 Vehicle.....LBS
65590 Gross Grain.....LBS
1627 Dockage.....LBS
63963 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02647

DATE 9/12/13

Name Bates and Farms Inc

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. ES

Splits 1.2 %Pick 8 %FM 48 %

Moist 15.3 % Total Dock 2.48 %

Check Seed Coats _____ %Base Price Per CWT _____

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. _____ Storage Tkt. No. _____ Assembly Sheet No. _____

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

4005.71 cwt

3000 sold

1005.71 cwt left

GRAND FORKS BEAN COMPANY, INC.

7056

Baldwin Farms Inc.

12/27/2013

3,000 cwt @ \$45.00

135,000.00
-300.00

1010 - BREMER CHE

134,700.00

PRICE LATER MARKETING AGREEMENT 1108

COMPANY Grand Forks Bean Co., Inc.

GROWER BALDWIN FARM INC / Brent Baldwin

ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have choice in the time for marketing his pinto beans:

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2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of .00493 ~~\$.00300~~ per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

6,226.07 cwt
 43,000.00 > 12/27/13

 3,226.07

Grand Forks Bean Co., Inc. Ted O W
 COMPANY BY
Brent Baldwin by the 1/17
 GROWER

THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
S.H.
 Seller

Baldwin Farms, Inc.

<u>Scale Ticket Number</u>	<u>Date</u>	<u>Net Grain in Pounds</u>
		<u>Baldwin Farms, Inc.</u>
2646	9/12/2013	65,702.00
2647	9/12/2013	63,963.00
2651	9/12/2013	48,255.00
2655	9/12/2013	59,570.00
2659	9/13/2013	52,493.00
2660	9/13/2013	55,432.00
2685	9/17/2013	<u>55,156.00</u>
Subtotals		400,571.00
Less Sold (in pounds)	12/27/2013	<u>(300,000.00)</u>
Totals in Pounds		<u>100,571.00</u>
Totals in CWT		<u>1,005.71</u>