

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
BRENT BALDWIN**



[¶1] Brent Baldwin asserts an amended claim in the above-entitled proceeding, based upon his quantity of 2,220.36 hundred weight (cwt.) of beans, at a price of \$38.00 per cwt, for a total of \$84,373.68, 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. Brent Baldwin asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. Brent Baldwin 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] Brent Baldwin submits with this claim, copies of receipts and other evidence for said beans that were contained within his files, which are attached hereto as **Exhibit A**. The Dry Bean Contracts that attached as part of Exhibit A also relate to and are evidence of the amended claim brought by Baldwin Farms, Inc.

[¶3] Based upon information and belief, the PSC obtained copies of documents within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Brent Baldwin's

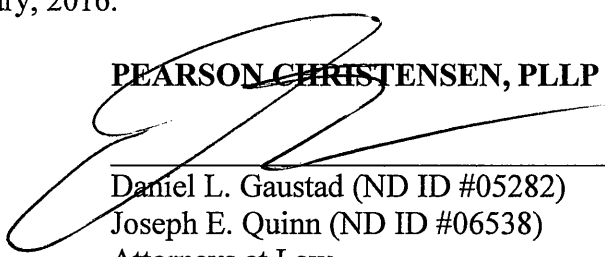
2,220.36 cwt. of beans. Brent Baldwin obtained copies of said documents from the PSC, and accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B**.

[¶4] The Price Later Marketing Agreement document, attached as part of Exhibit B, filled out by Defendant Grand Forks Bean, Inc. purports to include an authorization for Mr. Baldwin's signature and initials. However, this Price Later Marketing Agreement, contained as part of Exhibit B, was not signed or initialed by Mr. Baldwin, was not authorized by Mr. Baldwin, and the inclusion of Mr. Baldwin's name on the contract was without his knowledge or authorization, and until he obtained it from the PSC, had not been seen by him.

[¶5] Attached as **Exhibit C** is a spreadsheet summarizing Brent Baldwin'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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Attorneys for Brent Baldwin

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

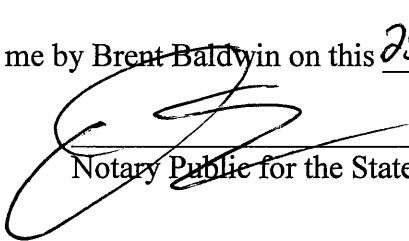
[¶6] Brent Baldwin, being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 23rd day of January, 2016.



BRENT BALDWIN

Subscribed and sworn to before me by Brent Baldwin on this 23rd day of January, 2016.



Notary Public for the State of North Dakota

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

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1001

Year 2013 CROP

Between **Grand Forks Bean Co, Inc.** of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brent Baldwin St. Thomas, ND, hereinafter known as "Seller".

Seller agrees to deliver #1 pink beans to the Buyer at the time of harvest, maximum N/A # per acre.

Acres N/A CWT 3,000

The undersigned Buyer agrees to pay to Seller for the above beans, the amounts as determined as follows:

\$ 45⁰⁰ per cwt., clean bean basis, #1's.

\$ 44⁰⁰ per cwt., clean bean basis, #2's.

\$ 43⁰⁰ per cwt., clean bean basis, #3's.

If Seller is unable to deliver commodity of the grade required by this Agreement, then Seller agrees to sell & Buyer agrees to purchase commodity of lower grades at the contract price less the applicable market discount at the time of sale. However, Buyer shall not be obligated hereunder to accept any sample grade commodity.

All beans delivered shall be below 16 % moisture or be subject to moisture discounts applicable at the time of sale.

All beans delivered hereunder shall be free and clear of all liens, security interests and other encumbrances, unless provided in writing herein by the Seller. It is further understood that the Seller has not contracted any other portion of the total acreage listed above. Title of the beans passes to the Buyer at the time and place of delivery.

In the event of breach, the Buyer shall be entitled to all costs taken in force of the same including reasonable attorneys fees.

This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Performance of this agreement shall be excused to the extent the growing, harvesting, or delivery of the beans by Seller or their grading, receipt, or use by Buyer, is prevented by fire, explosion, war or acts of God.

Payment shall be made as follows; 100 % on 12/31/2013
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

Seller

By: [Signature]

By: per phone w/ Brent

Date: 9/6/13

Date: 9/6/13

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1002

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brent Baldwin St. Thomas, ND, hereinafter known as "Seller".

Seller agrees to deliver #1 Pinks beans to the Buyer at the time of harvest, maximum N/A # per acre.

Acres N/A CWT 3,000

The undersigned Buyer agrees to pay to Seller for the above beans, the amounts as determined as follows:

\$ 1.00 ~~1.00~~ per cwt., clean bean basis, #1's.

\$ _____ per cwt., clean bean basis, #2's.

\$ _____ per cwt., clean bean basis, #3's.

If Seller is unable to deliver commodity of the grade required by this Agreement, then Seller agrees to sell & Buyer agrees to purchase commodity of lower grades at the contract price less the applicable market discount at the time of sale. However, Buyer shall not be obligated hereunder to accept any sample grade commodity.

All beans delivered shall be below 16 % moisture or be subject to moisture discounts applicable at the time of sale.

All beans delivered hereunder shall be free and clear of all liens, security interests and other encumbrances, unless provided in writing herein by the Seller. It is further understood that the Seller has not contracted any other portion of the total acreage listed above. Title of the beans passes to the Buyer at the time and place of delivery.

In the event of breach, the Buyer shall be entitled to all costs taken in force of the same including reasonable attorneys fees.

This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Performance of this agreement shall be excused to the extent the growing, harvesting, or delivery of the beans by Seller or their grading, receipt, or use by Buyer, is prevented by fire, explosion, war or acts of God.

Payment shall be made as follows; 100 % on at time of sale
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

Seller

By: [Signature]

By: per phone w/ Brent

Date: 9/6/13

Date: 9/6/13

Comments:

94580 Vehicle & Grain..LBS
35060 Vehicle.....LBS
59520 Gross Grain.....LBS
2428 Dockage.....LBS
57092 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02683

DATE 9/17/13
Name BRENT BALDWIN
Name _____ DRIVER ON OFF

Address _____
Kind _____ Grade _____ Bin No. S
Splits 24 %Pick 1.28 %FM 4 %
Moist 13.4 % Total Dock 4.08 %
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:

87010 Vehicle & Grain..LBS
34830 Vehicle.....LBS
52180 Gross Grain.....LBS
1899 Dockage.....LBS
50281 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02678

DATE 9/16/13
Name BRENT BALDWIN
Name _____ DRIVER ON OFF

Address _____
Kind _____ Grade _____ Bin No. S
Splits 224 %Pick 6 %FM 8 %
Moist 14 % Total Dock 3.64 %
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.
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:

92150 Vehicle & Grain..LBS
35010 Vehicle.....LBS
57140 Gross Grain.....LBS
2491 Dockage.....LBS
54649 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

Exhibit A

DATE 9/16/13
Name BRENT BALDWIN
Name _____ DRIVER ON OFF

Address _____
Kind _____ Grade _____ Bin No. S
Splits 28 %Pick 2.16 %FM 92 %
Moist 14.1 % Total Dock 4.36 %
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.
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

2,220.36 cwt

Comments:

97300 Vehicle & Grain..LBS
35430 Vehicle.....LBS
61870 Gross Grain.....LBS
1856 Dockage.....LBS
60014 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02698

DATE 9/23/13

Name BRENT BALDWIN

Name FREIGHT TO BALDWIN FORMS INC. ON DRIVER OFF

Address

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 8 %FM 6 %

Moist 14.2 % Total Dock 3 %

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

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 peace 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 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 .00493 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.W. Seller

Brent Baldwin

<u>Scale Ticket Number</u>	<u>Date</u>	Net Grain in Pounds
		<u>Brent Baldwin</u>
2678	9/16/2013	50,281.00
2680	9/16/2013	54,649.00
2683	9/17/2013	57,092.00
2698	9/23/2013	<u>60,014.00</u>
Subtotals		222,036.00
Less Sold		<u>0.00</u>
Totals in Pounds		<u>222,036.00</u>
Totals in CWT		<u>2,220.36</u>