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This is a service filing for Case No. 18-2015-CV-00240, Public Service Commission, et al. vs. Grand Forks Bean Company, Inc..

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Filing Code: Deposition

Filing Desc: Deposition of Beth Nelson

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281 GE-15-36 Filed 03/03/2016 Pages: 29
Notification of Service – Deposition of Beth Nelson
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1 DISTRICT COURT, GRAND FORKS COUNTY, NORTH DAKOTA
 2 Civil No. 18-2015-CV-00240
 3
 4 Public Service Commission)
 5)
 6)
 7 vs.)
 8 Grand Forks Bean Company, Inc.,)
 9 Auto-Owners Insurance Company,)
 10)
 11 Respondents.)
 12 -----
 13
 14 DEPOSITION OF BETH NELSON
 15 January 20, 2016
 16
 17 A p p e a r a n c e s :
 18
 19 For the Petitioner:
 20
 21 SNITH BAKKE PORSBDORF SCHWEIGERT & ARMSTRONG
 22 P. O. Box 460
 23 Bismarck, North Dakota 58502-0460
 24 By: MITCHELL D. ARMSTRONG, ESQ.
 25
 26
 27 For the Claimants Beth Nelson and Curt
 28 Amundson:
 29
 30 VOGEL LAW FIRM
 31 P. O. Box 1388
 32 Fargo, North Dakota 58107-1389
 33 By: JON R. BRAKKE, ESQ.
 34
 35 For the Claimants Nick Adams, Ron Adams and
 36 Chuck Nelson:
 37
 38 CANRUD, MADDOCK, OLSON & LARSON, LTD.
 39 P. O. Box 5849
 40 Grand Forks, North Dakota 58206-5849
 41 By: RUSS J. NELLAND, ESQ.

1 I N D E X 3
 2
 3 DEPENDENT: PAGE NO.
 4 BETH NELSON
 5 Examination by . . . Mr. Schroeder 5
 6 Examination by . . . Mr. Armstrong 19
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 23
 24
 25

1 A p p e a r a n c e s (Continued): 2
 2
 3 For the Claimants Brent Baldwin, Baldwin
 4 Farms, Inc., and Duane Altendorf:
 5
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 7 P. O. Box 5758
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 10
 11 For the Respondent Auto-Owners Insurance
 12 Company:
 13
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 15 P. O. Box 14519
 16 Grand Forks, North Dakota 58208-4519
 17 By: MICHAEL J. HORLEY, ESQ.
 18
 19 For Bremer Bank, National Association:
 20
 21 ZIMNEY FOSTER P.C.
 22 3100 South Columbia Road, Suite 200
 23 Grand Forks, North Dakota 58201
 24 By: JOHN D. SCHROEDER, ESQ.
 25
 26
 27 Taken By: Joy Filipiski, Court Reporter
 28
 29
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1 . . . The following is the Deposition
 2 of BETH NELSON, taken at the request of the
 3 Attorney for Bremer Bank, National Association
 4 in the above-entitled cause, pending in the
 5 District Court, Grand Forks County, North
 6 Dakota, pursuant to Amended Notice and the
 7 North Dakota Rules of Civil Procedure, before
 8 Joy Filipiski, Court Reporter, a Notary Public
 9 within and for the State of North Dakota, at
 10 the law office of ZIMNEY FOSTER P.C., 3100
 11 South Columbia Road, Suite 200, Grand Forks,
 12 North Dakota, on Wednesday, January 20, 2016,
 13 at 9:47 o'clock a.m., at which time counsel
 14 appeared as hereinbefore set forth . . .
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COPY

5

1 BETH NELSON,
 2 a Claimant, of East Grand Forks, Minnesota,
 3 called as a witness by the Attorney for Bremer
 4 Bank, National Association, being first duly
 5 sworn by Joy Filipski, Court Reporter, a Notary
 6 Public within and for the State of North
 7 Dakota, was examined and deposed on her oath as
 8 follows:
 9
 10 EXAMINATION
 11 BY MR. SCHROEDER:
 12 Q. Okay. Can you please state your
 13 full name for the record?
 14 A. Beth Ann Nelson.
 15 Q. All right. And then your attorney
 16 may have gone over with -- some of this with
 17 you, but I'll be asking you a series of
 18 questions. And if you don't understand the
 19 question at any time, please let me know, tell
 20 me you don't understand it and I'll rephrase
 21 the question.
 22 If you answer my question, I'm
 23 going to assume that you understood what I was
 24 asking of you.
 25 A. Okay.

6

1 Q. When I ask a question, for our
 2 court reporter, please wait until I'm done
 3 asking the question before you give your, your
 4 response. And I'll show that same courtesy, I
 5 won't -- I'll try not to cut off your answers.
 6 And then if you need a break at any
 7 time, let us know and we can take a break.
 8 A. Okay.
 9 Q. Okay.
 10 (Whereupon, Deposition Exhibit No.
 11 35, Beth Nelson, was marked for
 12 identification.)
 13 Q. (By Mr. Schroeder) And you're the
 14 personal representative for the Estate of Brad
 15 Nelson. Is that right?
 16 A. Yes.

17 Q. Okay. And as, as the
 18 representative of the estate, you filed a claim
 19 against Grand Forks Bean Company, Incorporated.
 20 Is that right?
 21 A. Yes.
 22 Q. Okay. I'm showing you what's been
 23 marked as Deposition Exhibit 35. Would that be
 24 the, the claim that you filed?
 25 A. Yes.

7

1 Q. Okay. And so you're, you're,
 2 you're claiming there's 1,810.44 hundredweight
 3 of, it's pinto beans, that were delivered to
 4 Grand Forks Bean Company for the Estate of Brad
 5 Nelson. Is that right?
 6 A. Yes.
 7 Q. Okay. And that would be shown on
 8 the scale tickets that are attached to your
 9 claim. Is that right?
 10 A. Yes.
 11 Q. Okay. Those -- were there any
 12 pinto beans that were the property of the
 13 estate that were delivered anywhere else
 14 besides Grand Forks Bean Company?
 15 A. No.
 16 Q. Okay. And then the, the documents
 17 attached to the claim, were those the only
 18 documents in your possession relating to Grand
 19 Forks Bean Company, Incorporated?
 20 A. Yes, they were.
 21 Q. And so have you been paid anything
 22 for any of the, those pinto beans that have
 23 been delivered to Grand Forks Bean Company?
 24 A. No.
 25 Q. Okay. And you haven't received

8

1 back from Grand Forks Bean Company any, any
 2 pinto beans that have been delivered?
 3 A. No.
 4 Q. Okay. For the, the pinto beans
 5 that were delivered, were those delivered by
 6 you personally?
 7 A. By Curtis Amundson.
 8 Q. Okay. So did, did you have any
 9 involvement in any aspect of the transaction
 10 involving these pinto beans?
 11 A. No.
 12 Q. Okay.
 13 A. He, he harvested them for the, for
 14 the family and brought them in.
 15 Q. Okay. So Curt -- you -- Curt
 16 Amundson really handled all aspects of these

17 pinto beans for the estate. Is that right?
 18 A. Yes.
 19 Q. Okay. So looking at the, the first
 20 page of your claim, do you see the date July 1
 21 there, 2014?
 22 A. Okay.
 23 Q. And if, if I'm reading this right,
 24 it says you're requesting that interest on your
 25 claim be paid starting July 1, 2014. Is that

9

1 right?

2 A. Yes.

3 Q. Okay. And what's significant about

4 July 1, 2014?

5 MR. BRAKKE: Well, since she didn't

6 sign the claim form, if she knows, she can

7 answer.

8 But don't speculate.

9 And I will --

10 THE DEPONENT: Yeah.

11 MR. BRAKKE: -- also state for the

12 record, that we will be amending this claim to

13 assert a higher per hundredweight value and an

14 earlier date for accrual of interest.

15 So, again, if, --

16 THE DEPONENT: Yeah.

17 A. I don't know.

18 MR. BRAKKE: -- if you, if you can

19 answer --

20 A. I --

21 MR. BRAKKE: -- the question.

22 A. -- don't know.

23 MR. BRAKKE: Yeah, good.

24 Q. (By Mr. Schroeder) Okay. Did you

25 review this, this claim prior to it being filed

10

1 with the Court?

2 MR. BRAKKE: You should not discuss

3 your conversations with me.

4 THE DEPONENT: Okay.

5 MR. BRAKKE: So to the extent that

6 question is asking for communications between

7 ourselves, that's attorney-client privilege.

8 And she will not be answering that

9 question.

10 Q. (By Mr. Schroeder) But you agree,

11 Mr. Brakke did file this with the Court on your

12 behalf?

13 MR. BRAKKE: Well, again, do you

14 know if I filed it with the Court?

15 THE DEPONENT: N -- no.

16 MR. BRAKKE: Okay. And I will

17 tell --

18 A. I --

19 MR. BRAKKE: -- you, I filed it

20 with the Court and the Court records will tell

21 you that same thing.

22 Q. (By Mr. Schroeder) All right. And

23 so the, the notation \$30 per hundredweight, you

24 don't know why that's on the, the face of this

25 claim?

11

1 A. No.

2 Q. Okay. I'm going to show you what's

3 been marked previously as Deposition Exhibit

4 19.

5 It's called, it's titled a Price

6 Later Marketing Agreement. And do you see at

7 the top there it has the name Brad Nelson as

8 the grower?

9 A. Uh-huh.

10 Q. Okay. Have you seen this document

11 before?

12 A. No.

13 Q. Okay. So that would -- at the

14 bottom, where it, it says: Grower and the name

15 Brad Nelson's written, that wouldn't be your

16 writing?

17 A. Not my writing.

18 Q. Okay. So if there were any

19 questions I had related to these pinto beans or

20 the, the estate of Brad Nelson, its

21 relationship with Grand Forks Bean Company, I

22 can ask Curt Amundson about those?

23 MR. BRAKKE: Well, I mean, you're

24 free to ask Mr. Amundson any questions you

25 want, but until you ask her the question, she

12

1 won't know whether she has personal knowledge

2 of the matters.

3 And so your question is

4 objectionable.

5 And she will not answer that kind

6 of broad question.

7 Again, if you've got specific

8 questions, go ahead and ask them.

9 (Whereupon, Deposition Exhibit No.

10 36, Beth Nelson, was marked for

11 identification.)

12 Q. (By Mr. Schroeder) I'm showing you

13 what's been marked as Deposition Exhibit 36.

14 It's titled: Claimant Beth Nelson,

15 as Personal Representative, and Assignee of the

16 Estate of Brad Nelson's Answers and Objections

17 to Bremer Bank, National Association's

18 Interrogatories and Request for Production of

19 Documents.

20 Have you seen that document before?

21 A. Yes.

22 Q. Okay. What's your understanding of

23 that document?

24 MR. BRAKKE: Do you know?

25 THE DEPONENT: I don't.

13

1 A. I don't know.

2 Q. (By Mr. Schroeder) Can you turn to

3 the last page of that document?

4 And do you see a line where it, it

5 would have Beth Nelson listed?

6 A. Uh-huh.

7 Q. Okay.

8 A. Yes.

9 Q. And, and you didn't sign this

10 document. Is that right?

11 A. No.

12 Q. Okay. But your attorney -- did

13 your attorney sign this document?

14 MR. BRAKKE: As to objections, yes.

15 A. It, it -- I don't know if that's

16 his signature, but it says his name.

17 Q. (By Mr. Schroeder) Okay. I'll

18 have you turn to the, the second page of those.

19 Have you had, have you had any

20 conversations relating to Grand Forks Bean

21 Company with Todd McGurk?

22 A. Yes.

23 Q. Okay. What were those

24 conversations?

25 A. I had called him at one point and

14

1 told him I needed to sell the beans to try and

2 settle up the estate.

3 Q. Do you recall when that, that

4 conversation was?

5 A. I don't.

6 Q. Okay. Sometime in the fall of

7 2013?

8 A. I don't recall --

9 Q. Okay.

10 A. -- at all.

11 Q. Have you had any conversations

12 relating to Grand Forks Bean with Tad McGurk?

13 A. Yes.

14 Q. Okay. What were those

15 conversations?

16 A. I had called him and asked him

17 or told him that I needed to sell the beans.

18 Q. And when was that conversation?

19 A. It was after Todd died, that's --

20 Q. No other specific --

21 A. I don't --

22 Q. -- time?

23 A. -- remember, I just remember it was

24 after Todd, because I couldn't talk to Todd

25 anymore.

15

1 Q. Right.

2 Going back to the conversation with

3 Todd, when, when you asked to sell the beans,

4 what was the response Todd gave you?

5 A. There was no market.

6 Q. And then the same question for the

7 conversation with Tad: what was Tad's response

8 to you?

9 A. He told me the same thing.

10 Q. Did you ever ask either Todd McGurk

11 or Tad McGurk to redeliver the beans to you?

12 A. No.

13 Q. Okay. Do you know who Ray Miller

14 is?

15 A. No.

16 Q. Okay. Do you know who Dan Mitzel

17 is?

18 A. No.

19 Q. Okay. So you've never had any

20 conversations with either of those people?

21 A. Huh-uh.

22 Q. Okay. Any written communication

23 with either Todd or Tad or anybody else at

24 Grand Forks Bean Company?

25 A. No.

16

1 Q. Okay. Any written communications

2 with any other farmers that you know of have

3 delivered beans to Grand Forks Bean?

4 A. No.

5 Q. Have you had any conversations with

6 any of the other farmers related to Grand Forks

7 Bean Company?

8 A. No.

9 Q. Okay. Have you had any

10 conversations with Curt Amundson related to

11 these pinto beans at Grand Forks Bean Company?

12 A. Yes.

13 Q. Okay. What, what have those

14 conversations been?

15 MR. BRAKKE: Now, Beth, --

16 A. It --

17 MR. BRAKKE: -- since I'm

18 representing both you and Curt --

19 THE DEPONENT: Uh-huh.

20 MR. BRAKKE: -- and we've had a

21 variety of conversations --

22 THE DEPONENT: Yeah.

23 MR. BRAKKE: -- together, any

24 communications certainly after you, both of you

25 retained me would be subject to

17

1 attorney-client --
 2 THE DEPONENT: Uh-huh.
 3 MR. BRAKKE: -- privilege.
 4 If there are communications with
 5 Curt you recall before that time, that would be
 6 something that you would --
 7 THE DEPONENT: Okay.
 8 MR. BRAKKE: -- answer.
 9 MR. MELLAND: I would --
 10 A. I --
 11 MR. MELLAND: -- like to interject,
 12 that for a time, --
 13 THE DEPONENT: Uh-huh.
 14 MR. MELLAND: -- Beth, if you do
 15 recall, --
 16 THE DEPONENT: Yes.
 17 MR. BRAKKE: Yeah.
 18 MR. MELLAND: -- I did represent
 19 you as well.
 20 THE DEPONENT: Yes.
 21 MR. BRAKKE: Sorry.
 22 MR. MELLAND: And so any
 23 conversations that occurred under that
 24 representation or in the guise of my presence
 25 and involving those growers would also be

18

1 privileged as well.
 2 THE DEPONENT: Okay.
 3 MR. MELLAND: Thank you.
 4 A. So could you ask the question --
 5 Q. (By Mr. Schroeder) Sure.
 6 A. -- again?
 7 Q. And, and I'll rephrase it.
 8 Have you had any conversations with
 9 Curt Amundson regarding Grand Forks Bean
 10 Company without your attorneys present?
 11 A. Yes, prior to.
 12 Q. Okay. And what were -- what did
 13 you discuss in those conversations?
 14 A. They won't sell my beans. So --
 15 Yeah.
 16 Q. Okay. Do, do you recall the, the
 17 date of any of those conversations?
 18 A. No.
 19 Q. Okay. I'll have you look on --
 20 A. Uh-huh.
 21 Q. -- Deposition Exhibit 19 again.
 22 MR. BRAKKE: Excuse me.
 23 Q. (By Mr. Schroeder) The handwriting
 24 on the bottom there, where -- above the grower
 25 line, any idea whose handwriting that might be?

19

1 A. No.
 2 I know it's not Brad.
 3 Q. Right.
 4 MR. SCHROEDER: I think that's all
 5 the questions I had.
 6 THE DEPONENT: Okay.
 7 MR. BRAKKE: Beth, once the
 8 transcript is --
 9 MR. ARMSTRONG: Hold on.
 10 MR. SCHROEDER: Well, I think Mitch
 11 has a few questions.
 12 THE DEPONENT: Oh.
 13 MR. BRAKKE: Excuse me.
 14
 15 EXAMINATION
 16 BY MR. ARMSTRONG:
 17 Q. When did Brad die?
 18 A. July 9 of 2013.
 19 Q. Do you know when the estate opened?
 20 A. No.
 21 Q. Okay. Is it shortly following his
 22 death? Within a number of months?
 23 A. A few months after.
 24 Q. When you -- and that was at
 25 sometime after that, when you talked to Todd

20

1 about selling the beans?
 2 A. Uh-huh.
 3 Q. Is that a yes?
 4 A. Yes. I'm sorry.
 5 Q. Okay, no problem.
 6 Did, did you ask Todd to sell them
 7 at a specific price or just ask him to sell
 8 them or how -- what were the terms of your --
 9 A. I asked --
 10 Q. -- asking him --
 11 A. -- him to sell them.
 12 I did not give him a specific
 13 price.
 14 Q. Just get rid of them?
 15 A. Uh-huh.
 16 Q. Okay. And he said there was no
 17 market?
 18 A. Yes.
 19 Q. Did he say anything else?
 20 A. Not that I recall.
 21 Q. And you don't recall -- was it one
 22 conversation with Todd?
 23 A. No.
 24 Two for sure.
 25 Q. Can you give us best estimate of

21

1 when those conversations happened?
 2 A. I cannot remember.
 3 I know one conversation was
 4 probably at least a, a month before his death.
 5 Q. Okay.
 6 A. That would have been like the last
 7 conversation.
 8 Q. Before Todd's death?
 9 A. Uh-huh.
 10 Q. And was Brad your husband?
 11 A. Yes.
 12 Q. Okay. And I assume over the years
 13 you've seen him sign documents?
 14 A. Uh-huh.
 15 Q. Yes?
 16 A. Yes.
 17 Q. Can you just tell me --
 18 A. I'm sorry.
 19 Q. -- how you know that's not his
 20 signature on Deposition Exhibit 19?
 21 A. Because it's dated, for one thing,
 22 September of 13, and he died in July.
 23 And his signature is not that neat.
 24 Q. Okay. You heard Mr. Brakke mention
 25 earlier that you would be amending the claim.

22

1 Do you know what you're asking for the price of
 2 the beans at this point?
 3 A. I'll --
 4 MR. BRAKKE: If you know.
 5 A. I don't know.
 6 Q. (By Mr. Armstrong) Do you know
 7 when you're claiming they should have been
 8 sold? A date?
 9 A. No.
 10 MR. BRAKKE: Well, I think the
 11 question is the date of insolvency, not the
 12 beans should have been sold.
 13 And the date of insolvency is going
 14 to depend on the earliest demand of anybody at
 15 Grand Forks Bean, so --
 16 ~~That's going to be the price~~
 17 determinant of our amended claim.
 18 MR. ARMSTRONG: I'm just asking her
 19 if she has a date that she knows that she's
 20 claiming that to be.
 21 A. Huh-uh. I don't know.
 22 Q. (By Mr. Armstrong) Are you aware
 23 of any writings from either Brad or yourself to
 24 Grand Forks Bean saying: please sell our beans
 25 or, you know, sell the beans, anything like

23

1 that?
 2 A. No.
 3 Q. Okay. So it'd all be verbal
 4 conversations?
 5 A. Yes.
 6 Q. Okay. Did, did Brad and Curt farm
 7 together or how did --
 8 A. Yes.
 9 Q. -- what was their --
 10 A. They --
 11 Q. -- relationship?
 12 A. -- had an arrangement.
 13 Q. Okay. And what was that
 14 arrangement?
 15 MR. BRAKKE: If you know.
 16 A. Brad --
 17 THE DEPONENT: Yeah.
 18 A. Brad worked for Curtis and also
 19 rented equipment to fa -- they worked, they
 20 worked their farmland together.
 21 Q. (By Mr. Armstrong) And so these
 22 beans, at least the scale tickets show they
 23 were delivered to Grand Forks Bean in September
 24 of 2013, which would obviously be after
 25 Brad's --

24

1 A. Uh-huh.
 2 Q. -- death, correct?
 3 Yes?
 4 A. Yes.
 5 Q. Thank you.
 6 A. Sorry.
 7 Q. After Brad's death, did you have a
 8 relationship with Curt then for him to farm
 9 Brad's land or how did that work?
 10 MR. BRAKKE: And how is --
 11 A. I'm --
 12 MR. BRAKKE: -- this relevant to
 13 this case, since we're talking about then
 14 subsequent farming operations?
 15 MR. ARMSTRONG: Are you instructing
 16 her not to answer?
 17 MR. BRAKKE: I'd like to hear the
 18 relevance before I instruct her not to
 19 answer.
 20 MR. ARMSTRONG: I'm trying to
 21 figure out how the beans got there in September
 22 of 2013 and --
 23 MR. BRAKKE: Go ahead --
 24 MR. ARMSTRONG: -- under what
 25 scope.

25

1 MR. BRAKKE: -- and answer it.

2 A. Curtis harvested them for Brad.

3 Q. (By Mr. Armstrong) Okay. Is the

4 estate still open?

5 A. It has not been closed.

6 Q. Okay.

7 MR. ARMSTRONG: Thank you. That's

8 all the questions I have.

9 MR. MELLAND: No questions.

10 MR. MORLEY: No questions.

11 MR. GAUSTAD: No questions.

12 MR. BRAKKE: Now, so I don't cut

13 off anybody else, once this transcript is

14 reduced to paper and ink format, you have a

15 right to read your answers, to make sure they

16 were taken down correctly.

17 THE DEPONENT: Okay.

18 MR. BRAKKE: It was a very short

19 deposition, nobody argued over the top of one

20 another, it wasn't technical and I believe the

21 court reporter is eminently accurate, so, under

22 those circumstances, I would advise my clients

23 to waive the right.

24 THE DEPONENT: Okay.

25 MR. BRAKKE: We waive.

26

1 (Whereupon, the deposition was

2 concluded at 10:11 o'clock a.m.)

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1 NOTARY-REPORTER'S CERTIFICATE

2 STATE OF NORTH DAKOTA)

3) ss

3 COUNTY OF GRAND FORKS)

4

5 I, JOY FILIPSKI, a Notary Public within and

6 for the County of Grand Forks and State of

7 North Dakota, do hereby certify:

8 That prior to being examined the

9 afore-named witness was by me sworn to testify

10 the truth, the whole truth, and nothing but the

11 truth;

12 That said deposition, consisting of 26

13 pages of typewritten materials, was taken down

14 by me in Stenotype at the time and place

15 therein named, and was thereafter reduced to

16 typewriting under my direction.

17 I further certify that I am neither related

18 to any of the parties or counsel nor interested

19 in this matter directly or indirectly.

20 WITNESS my hand and seal this 25 day of January

21 2016

22

23

24

25

JOY FILIPSKI
 NOTARY PUBLIC
 STATE OF NORTH DAKOTA
 My Commission Expires OCTOBER 19, 2020

Grand Forks County, North Dakota

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Civil No. 18-2015-CV-00240

Petitioner,

v.

**CLAIM OF THE ESTATE
OF BRAD NELSON**

Grand Forks Bean Company, Inc.,

Respondent.

PSC Case No. GE-15-36

The Estate of Brad Nelson asserts a claim in the above entitled proceeding in the amount of \$54,313.20, together with interest accruing at the rate of 6% per annum from and after July 1, 2014. Said claim is based on a quantity of 1,810.44 cwt of beans priced at \$30.00 per cwt. Copies of the scale tickets issued by Grand Forks Bean Company, Inc. on said beans and the contract between Brad Nelson and Grand Forks Bean Company, Inc. are attached to this claim as **Exhibit A**.

Dated this 27th day of April, 2015.

BY: _____

Jon R. Brakke (#03554)

jbrakke@vogellaw.com

VOGEL LAW FIRM

218 NP Avenue

PO Box 1389

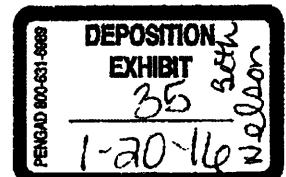
Fargo, ND 58107-1389

Telephone: 701.237.6983

ATTORNEYS FOR THE ESTATE OF

BRAD NELSON

2207779.1



Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1054

Year 2013 CROP

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

and Brad Nelson, EGF, MN hereinafter known as "Seller".

Seller agrees to deliver #1 pinto beans to the Buyer at the time of harvest, maximum 800 # per acre.

Acres 75 CWT 600

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

\$ 33.00 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.

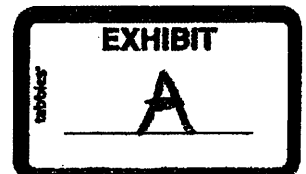
This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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 Dec. 31 2013
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)



Grand Forks Bean Co, Inc.

Seller

By: [Signature]

By: phone w/ Brad

Date: 10/16/12

Date: 10/16/12

Comments:

88230 Vehicle & Grain..LBS
27130 Vehicle.....LBS
61100 Gross Grain.....LBS
1784 Dockage.....LBS
59316 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02670

DATE 9/14/13

Name BRAD NELSON

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 48 %Pick 32 %FM 2.12%

Moist 13 % Total Dock 2.92%

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:

79130 Vehicle & Grain..LBS
26720 Vehicle.....LBS
52410 Gross Grain.....LBS
1048 Dockage.....LBS
51362 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02671

DATE 9/14/13

Name BRAD NELSON

Name DRIVER ON OFF

Address

Kind Grade Bin No. 3/4

Splits 24 %Pick 48 %FM 1.88%

Moist 2 % Total Dock 2 %

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:

80450 Vehicle & Grain..LBS
25270 Vehicle.....LBS
55180 Gross Grain.....LBS
1545 Dockage.....LBS
53635 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02672

DATE 9/14/13
Name BRAD NELSON
Name _____ DRIVER ON/OFF

Address _____
Kind _____ Grade _____ Bin No. 3/4
Splits 6 %Pick 4 %FM 1.8 %
Moist _____ % Total Dock 2.8 %
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:

44670 Vehicle & Grain..LBS
27300 Vehicle.....LBS
17320 Gross Grain.....LBS
589 Dockage.....LBS
16731 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02673

DATE 9/14/13
Name BRAD NELSON
Name _____ DRIVER ON/OFF

Address _____
Kind _____ Grade _____ Bin No. _____
Splits 6 %Pick 8 %FM 2 %
Moist _____ % Total Dock 3.4 %
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

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Petitioner,

v.

Grand Forks Bean Company, Inc., Auto-
Owners Insurance Company,

Respondents,

v.

Bremer Bank, National Association,

Applicant for Intervention.

Civil No. 18-2015-CV-00240

**CLAIMANT BETH NELSON, AS
PERSONAL REPRESENTATIVE
OF, AND ASSIGNEE OF THE
ESTATE OF BRAD NELSON'S
ANSWERS AND OBJECTIONS TO
BREMER BANK, NATIONAL
ASSOCIATION'S
INTERROGATORIES AND
REQUEST FOR PRODUCTION OF
DOCUMENTS**

PSC Case No. GE-15-36

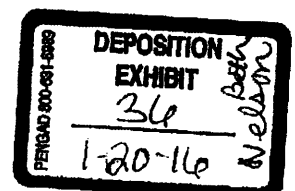
Claimant Beth Nelson, as Personal Representative of, and Assignee of the Estate of Brad Nelson, for her Answers and Objections to Bremer Bank, National Association's Interrogatories and Request for Production of Documents, states as follows:

INTERROGATORIES

1. Identify, by giving the name, title, address and Identify, by giving the name, title, address and telephone number(s) of each person who is completing this, or assisting in completing, the answers to these interrogatories.

ANSWER: Beth Nelson, 27 Garden Court Northwest, East Grand Forks, MN 56721.

2. Identify, by giving the name, address and telephone number(s) of each person who has knowledge or information relative to any fact that has a bearing on your claim in this



proceeding or your dealings with Grand Forks Bean Company, Inc.

ANSWER: All claimants and various agents and employees of Grand Forks Bean Company including, but not limited to, Todd McGurk, Tad McGurk, Ray Miller and Dan Mitzel.

3. Identify, by giving the name, address and telephone number(s) of each person who has since January 1, 2009 delivered beans to Grand Forks Bean Company, Inc.'s warehouse on your behalf, including the dates or date ranges that such person made such deliveries.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 3 seeks the identity of all individuals delivering beans to the Respondent Grand Forks Bean Company, Inc. on the Claimant's behalf, from and after January 1, 2009 without regard to the terms on which said beans were delivered. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 3 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to oral contracts have no possible probative value.

4. Identify each oral contract you have entered with Grand Forks Bean Company, Inc. since January 1, 2009, including the details of the terms of the contract, the date the contract was entered into, and whether any performance remains to be rendered by either party to the contract.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 4 seeks information on any oral contracts the Claimant entered into with the Respondent Grand Forks Bean Company, Inc. from January 1, 2009 to the present, without regard to the essence of those contracts. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or

calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 4 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to oral contracts have no possible probative value.

5. For each person you intend to call as a witness during any evidentiary hearing in this matter, state the name, profession, address, business address, telephone number, and business telephone number of each such person.

ANSWER: Objected to on grounds that Interrogatory No. 5 seeks discovery with respect to the mental impressions, work product and trial strategy of Claimant's counsel. Without waiving this objection, Claimant states that she has made no determination as to what witnesses she will call during the course of any evidentiary hearings in this matter.

6. For each person you intend to call as a witness during any evidentiary hearing in this matter provide a detailed summary of the person's expected testimony, whether in direct support of your claim, defense to any other Claimant's claim, or on rebuttal.

ANSWER: Objected to on grounds that Interrogatory No. 6 seeks discovery with respect to the mental impressions, work product and trial strategy of Claimant's counsel. Without waiving this objection, Claimant states that she has made no determination as to what witnesses she will call during the course of any evidentiary hearings in this matter. This Interrogatory is further objected to on grounds that it requires the Claimant to speculate. The testimony of any witnesses called by Claimant will depend, in part, on questions they are asked by counsel for other parties in interest. At present, Claimant can only speculate as to what those questions might be. Thus, it is impossible to provide a summary of the anticipated response of any witness to such questions.

7. For each person you intend to call as an expert witness during any evidentiary hearing in this matter, state the name, profession, business address and business telephone number of the expert and for each such expert, state:

a. His or her education background, giving the names of the educational institutions

attended, the dates of attendance and degrees earned with dates thereof;

- b. His or her professional specialty, if any;
- c. His or her experience within the field, giving the dates, names and addresses of employers, if any; dates, names and addresses of institutions with which he or she has been associated, if any and any other applicable experience, including dates and places;
- d. The names of all professional associations or societies with which he or she has been related or has maintained membership, stating his or her status with each and the inclusive dates of such status;
- e. The title, name of publication, name of publisher and date of publication, of any published articles, books, etc., authored by each such person; and
- f. Whether he or she has ever been a witness in any other lawsuit and, if so, for each such lawsuit, give the name of the suit, the nature of the suit involved, the name of the court, the approximate date of the testimony and the name and address of the parties or attorneys for whom he or she gave evidence.

ANSWER: To date, Claimant has not retained the services of any individuals as to whom Claimant has made a determination that said individuals will be called to testify in this proceeding as experts. This Interrogatory is also objected to on grounds that it exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure.

8. For each expert identified in answer to the previous Interrogatory, state the opinions to which the expert is expected to testify.

ANSWER: To date, Claimant has not retained the services of any individuals as to whom Claimant has made a determination that said individuals will be called to testify in this proceeding as experts.

9. For each expert opinion set forth in answer to the previous Interrogatory and as

to each fact that is in any way relied upon by such expert in arriving in his or her opinion, state:

- a. The name and address of the person supplying such facts; and
- b. The form in which such facts were supplied to him or her.

ANSWER: To date, Claimant has not retained the services of any individuals as to whom Claimant has made a determination that said individuals will be called to testify in this proceeding as experts.

10. For each expert or lay witness you intend to call at the trial, state whether you have paid or agreed to pay any compensation and/or expenses, and if so, state the amounts you have paid or agreed to pay and describe the compensation agreement (hourly, daily, percentage, etc.).

ANSWER: Objected to on grounds that Interrogatory No. 10 seeks discovery with respect to the mental impressions, work product and trial strategy of Claimant's counsel. To date, Claimant has not retained the services of any individuals as to whom Claimant has made a determination that said individuals will be called to testify in this proceeding as experts. Additionally, to date, Claimant has made no determination as to what lay witnesses she will call during the other evidentiary hearings in this matter.

11. Provide a description of all written correspondence or other (including verbal) communication(s) since January 1, 2009 between you and Grand Forks Bean Company, Inc.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 11 seeks a description of all written or verbal correspondence or communications between Claimant and the Respondent Grand Forks Bean Company, Inc. from January 1, 2009 to the present, without regard to subject matter. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 11 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to correspondence and communications have no possible probative value. Without

waiving the above objections, beginning in January of 2014, Claimant advised Todd McGurk to sell the subject beans and pay Claimant. Todd McGurk refused. After Todd McGurk's death, the same conversations continued with Tad McGurk.

12. Provide a description of all verbal or written communication(s) since January 1, 2014 between you and any persons who has knowledge or information relative to any fact that has a bearing on your claim in this proceeding or your dealings with Grand Forks Bean Company, Inc.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 12 seeks a description of all verbal or written communications from January 1, 2014 between Claimant and any persons that might have knowledge concerning facts bearing on Claimant's claim in this proceeding or Claimant's dealings with the Respondent Grand Forks Bean Company, Inc. without regard to the substance of those dealings. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 12 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Interrogatory No. 12 is also objected to on grounds that the scope is broad enough to seek information on communications between Claimant and Claimant's counsel which would be protected by the attorney/client privilege. If a privilege log is requested, one will be provided. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to communications have no possible probative value.

13. Provide a description of all verbal or written communication(s) since January 1, 2014 between you and any persons who has since January 1, 2009 delivered beans to Grand Forks Bean Company, Inc.'s warehouse on your behalf.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 13 seeks the description of all verbal or written communications between Claimant and any persons delivering beans to the Respondent Grand Forks Bean Company, Inc. on Claimant's behalf since January 1, 2009, without regard to the terms on which said

beans were delivered. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 13 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to communications have no possible probative value.

14. Provide a description of all verbal or written communication(s) since January 1, 2014 between you and any other person who has filed a claim in this proceeding regarding Grand Forks Bean Company, Inc.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 14 seeks the description of all verbal or written communications between Claimant and any persons filing claims in this proceeding without regard to the subject matter of those communications. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 14 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to communications have no possible probative value.

15. Provide a description of all verbal or written communication(s) since January 1, 2014 between you and the North Dakota Public Service Commission or any of its employees, staff or agents.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 15 seeks the description of all verbal or written communications between Claimant and the North Dakota Public Service Commission without regard to the subject matter of that communication. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding.

Thus, Interrogatory No. 15 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc., thus discovery requests directed to communications have no possible probative value.

16. Identify each scale ticket, warehouse receipt, contract, or other document, since January 1, 2009, evidencing the storage, sale, or marketing of crops by you at Grand Forks Bean Company, Inc.

ANSWER: Objected to on grounds of overbreadth and that the information sought is neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Interrogatory No. 16 seeks the description of any documents evidencing storage, sale or marketing of crops by Claimant at the Respondent Grand Forks Bean Company, Inc. from January 1, 2009 without regard to the nature of the involved transaction. As a consequence, there is no apparent nexus between the information sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Interrogatory No. 16 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to transactions unrelated to those involved in this proceeding have no possible probative value. It is believed that as to the transactions that form the basis of Claimant's claim, Bremer Bank National Association has copies of all related documents.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. All correspondence between you and Grand Forks Bean Company, Inc. since January 1, 2009.

RESPONSE: Objected to on grounds of overbreadth and that the documents sought are neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Request for Production of Documents No. 1 seeks all documents with respect to correspondence between Claimant and the Respondent Grand Forks Bean Company, Inc. from and after January 1, 2009, without regard to the subject matter of the same. As a

consequence, there is no apparent nexus between the documents sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. As a consequence, Request for Production of Documents No. 1 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc., thus discovery requests directed to correspondence have no possible probative value.

2. All correspondence between you and the North Dakota Public Service Commission, its employees, staff, or agents since January 1, 2014.

RESPONSE: Objected to on grounds of overbreadth and that the documents sought are neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Request for Production of Documents No. 2 seeks all documents respecting any correspondence between Claimant and the North Dakota Public Service Commission without regard to the subject matter of the same. As a consequence, there is no apparent nexus between the correspondence sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. As a consequence, Request for Production of Documents No. 2 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to correspondence have no possible probative value.

3. All copies of memoranda, checks, contracts, correspondence, notes, or other written documents since January 1, 2009 with any person who delivered beans to Grand Forks Bean Company, Inc. on your behalf.

RESPONSE: Objected to on grounds of overbreadth and that the documents sought are neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Request for Production of Documents No. 3 seeks all documents with any person delivering beans to the Respondent Grand Forks Bean Company, Inc. on Claimant's behalf since January 1, 2009, without regard to the terms on which said beans were delivered. Thus, there is no apparent nexus between the documents sought and information that is either relevant or calculated to lead to the discovery of information relevant to the

issues in dispute in this proceeding. As a consequence, Request for Production of Documents No. 3 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to anything other than such contracts have no possible probative value.

4. All copies of scale tickets, warehouse receipts, contracts, or other documents, since January 1, 2009, evidencing the storage, sale, or marketing of crops by you at Grand Forks Bean Company, Inc.

RESPONSE: Objected to on grounds of overbreadth and that the documents sought are neither relevant to nor calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Request for Production of Documents No. 4 seeks all documents respecting storage, sale or marketing of crops by Claimant at Grand Forks Bean Company, Inc. from and after January 1, 2009, without regard to the nature of the involved transaction. As a consequence, there is no apparent nexus between the documents sought and information that is either relevant or calculated to lead to the discovery of information relevant to the issues in dispute in this proceeding. Thus, Request for Production of Documents No. 4 exceeds the scope of discovery permitted under Rule 26 of the North Dakota Rules of Civil Procedure. Additionally, by statute, the nature of the claims in this proceeding (i.e., either receipt holder or credit seller) are determined based on the terms of the written contracts entered into between the Claimants and the Respondent Grand Forks Bean Company, Inc. For this reason, discovery requests directed to anything other than such contracts have no possible probative value. It is believed that as to the transactions that form the basis of Claimant's claim, Bremer Bank National Association has copies of all related documents.

5. Identify and attach to your responses to these requests for the production of documents a true copy of any and all exhibit(s) you intend to offer at trial.

RESPONSE: Objected to on grounds that Request for Production of Documents No. 5 seeks discovery with respect to the mental impressions, work product and trial strategy of Claimant's counsel. Without waiving this objection, Claimant states that it has made no determination as to the exhibits Claimant intends to offer during the course of any evidentiary hearings in this matter.

6. Identify and attach to your responses to these requests for the production of

documents a true copy of any and all documents referred to or identified in your answers to interrogatories.


RESPONSE: None, other than as referenced in the response to Request for Production of Documents No. 4.

Dated this ___ day of December, 2015.

Beth Nelson

AS TO OBJECTIONS:

Dated this 23rd day of December, 2015.



Jon R. Brakke (#03554)
ibrakke@vogellaw.com
VOGEL LAW FIRM
218 NP Avenue
P. O. Box 1389
Fargo, ND 58107-1389
Telephone: (701) 237-6983
ATTORNEY FOR CLAIMANT
BETH NELSON

2400749.1

PRICE LATER MARKETING AGREEMENT

1109

COMPANY Grand Forks Bean Co., Inc.
 GROWER Brad Nelson
 ADDRESS EGF, MN

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:

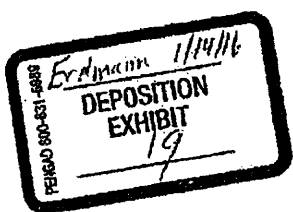
NOW THEREFORE, it is hereby agreed by and between the grower and the company as follows:

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 the 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 \$.00329 per day per cwt applies.

Dated this 6th day of Sept, 2013.

1,810,44 cwt

Grand Forks Bean Co., Inc. BY [Signature]
 COMPANY
Brad Nelson
 GROWER



THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
B 77 Seller

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