

**Richter, Susan K.**

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Filing Desc: Deposition of Brent Baldwin

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1 DISTRICT COURT, GRAND FORKS COUNTY, NORTH DAKOTA  
 2 Civil No. 18-2015-CV-00240  
 3 Public Service Commission )  
 4 Petitioner, )  
 5 vs. )  
 6 Grand Forks Bean Company, Inc., )  
 7 Auto-Owners Insurance Company, )  
 8 Respondents. )  
 9  
 10 DEPOSITION OF BRENT BALDWIN  
 11 January 20, 2016  
 12 A p p e a r a n c e s :  
 13 For the Petitioner:  
 14 SMITH BAKKE PORSBORG SCHWEIGERT & ARMSTRONG  
 15 P. O. Box 480  
 16 Bismarck, North Dakota 58502-0480  
 17 By: MITCHELL D. ARMSTRONG, ESQ.  
 18 For the Claimants Brent Baldwin, Baldwin  
 19 Farms, Inc., and Duane Altendorf:  
 20 PEARSON CHRISTENSEN, PLLP  
 21 P. O. Box 5758  
 22 Grand Forks, North Dakota 58206-5758  
 23 By: DANIEL L. GAUSTAD, ESQ.  
 24 For the Claimants Nick Adams, Ron Adams and  
 25 Chuck Nelson:  
 CAMRUD, MADDOCK, OLSON & LARSON, LTD.  
 P. O. Box 5849  
 Grand Forks, North Dakota 58206-5849  
 By: RUSS J. HELLAND, ESQ.

1 I N D E X  
 2  
 3 DEPONENT: PAGE NO  
 4 BRENT BALDWIN  
 5 Examination by . . . Mr. Schroeder 5  
 6 Examination by . . . Mr. Armstrong 53  
 7 Examination by . . . Mr. Morley 57  
 8 Examination by . . . Mr. Schroeder 59  
 9 Examination by . . . Mr. Morley 61  
 10  
 11  
 12 EXHIBITS MARKED  
 13 No. 39 -- Claim 17  
 14 No. 40 -- Claim for Baldwin Farms, Inc. 27  
 15 No. 41 -- 12-20-14 E-mail 51  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 A p p e a r a n c e s (Continued):  
 2  
 3 For the Respondent Auto-Owners Insurance  
 4 Company:  
 5 NORLEY LAW FIRM, LTD.  
 6 P. O. Box 14519  
 7 Grand Forks, North Dakota 58208-4519  
 8 By: MICHAEL J. NORLEY, ESQ.  
 9  
 10 For Bremer Bank, National Association:  
 11 ZINNEY FOSTER P.C.  
 12 3100 South Columbia Road, Suite 200  
 13 Grand Forks, North Dakota 58201  
 14 By: JOHN D. SCHROEDER, ESQ.  
 15  
 16 Taken By: Joy Filipski, Court Reporter  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

COPY

1 The following is the Deposition  
 2 of BRENT BALDWIN, 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 Filipski, Court Reporter, a Notary Public  
 9 within and for the State of North Dakota, at  
 10 the law office of ZINNEY FOSTER P.C., 3100  
 11 South Columbia Road, Suite 200, Grand Forks,  
 12 North Dakota, on Wednesday, January 20, 2016,  
 13 at 1:04 o'clock p.m., at which time counsel  
 14 appeared as hereinbefore set forth . . .  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

5

1 BRENT BALDWIN,  
2 a Claimant, of St. Thomas, North Dakota, called  
3 as a witness by the Attorney for Bremer Bank,  
4 National Association, being first duly sworn by  
5 Joy Filipski, Court Reporter, a Notary Public  
6 within and for the State of North Dakota, was  
7 examined and deposed on his oath as follows:

8  
9 MR. SCHROEDER: I note this is the  
10 date and time to where two depositions have  
11 been Noticed, one for Brent Baldwin and the  
12 other one for Baldwin Farms, Incorporated.

13 And my understanding is Brent  
14 Baldwin's here to testify on behalf of Baldwin  
15 Farms, Incorporated, pursuant to that Notice.

16 THE DEPONENT: Yes.

17  
18 EXAMINATION

19 BY MR. SCHROEDER:

20 Q. Okay. Can you go ahead and state  
21 your name for the record?

22 A. Brent Baldwin.

23 Q. Okay. And have you given a  
24 deposition before?

25 A. No.

6

1 Q. Okay. And you may have gone over  
2 this with your attorney, but I'll just go over  
3 it with you as well.

4 I'm going to be asking a series of  
5 questions. If at any time you don't understand  
6 my question, please tell me and I can rephrase  
7 the question.

8 If you answer my question, I'm  
9 going to assume you understood what I was  
10 asking.

11 When I ask a question, please wait  
12 until I've completed my question before you  
13 start giving your response.

14 Please also state your answer  
15 orally, meaning, yes or no or -- not an uh-huh

16 or an uh-huh or a nod of the head.

17 And if you need to take a break,  
18 please let us know and we can take a break.

19 Okay. What is your age?

20 A. 45.

21 Q. And what is your address?

22 A. 8244 144th Avenue Northeast, St.  
23 Thomas, North Dakota.

24 Q. Can you describe your educational  
25 background for me?

7

1 A. College graduate.

2 Q. Okay. What college did you --

3 A. Mayville State.

4 Q. And when did you graduate from  
5 Mayville?

6 A. Ninety -- 1993.

7 Q. What did you study at Mayville?

8 A. Business.

9 Q. And then after you graduated from  
10 Mayville State, what did you do for a living?

11 A. Went home and farmed.

12 Q. Okay. During college, were you  
13 also farming?

14 A. Yes.

15 Q. Okay. So when did you start  
16 farming?

17 A. 1990.

18 Q. And ever since 1990, you've --  
19 that's what you've been doing is farming?

20 A. Yes.

21 Q. Okay. Any other work that you've  
22 been involved in?

23 A. I'm a licensed crop insurance agent  
24 and I'm a basketball coach.

25 Q. Okay.

8

1 A. High school basketball.

2 Q. When did you start doing the crop  
3 insurance?

4 A. Nine -- oh. I don't know --

5 Q. Okay.

6 A. -- when I started.

7 Q. Is that through a particular  
8 agency?

9 A. I started at Farm Credit Services,  
10 yes.

11 Q. Is that who you're through still?

12 A. No.

13 Q. Okay. Who -- what company are you  
14 doing the crop insurance with?

15 A. Right now I'm under First United

17 Q. Okay. And how long have you been  
18 with First United?

19 A. Seven years.

20 Q. Okay. And where is First United  
21 based out of?

22 A. Out of Hoople, North Dakota.

23 Q. Okay. Then what is Baldwin Farm,  
24 Incorporated?

25 A. That's, that's one of our entities

9

1 on the farm.  
 2 Q. And by "we", who are you referring  
 3 to?  
 4 A. Baldwin Farms, Incorporated, is  
 5 William, LeAnn Baldwin and myself.  
 6 Q. Okay. So you said that's one of  
 7 the entities on the farm. What are some of the  
 8 other ones?  
 9 A. Brent Baldwin Farms.  
 10 Q. And is that a corporation?  
 11 A. No.  
 12 Q. What is, what's Brent Baldwin  
 13 Farms?  
 14 A. Sole proprietorship.  
 15 Q. Any other entities?  
 16 A. No.  
 17 Q. Okay. Who's, who's William  
 18 Baldwin?  
 19 A. My father.  
 20 Q. And who's -- was it LeAnn Baldwin?  
 21 A. Yes.  
 22 Q. Okay. And who's that?  
 23 A. That's my mother.  
 24 Q. Does William have any nicknames?  
 25 A. Buzz.

10

1 Q. Okay. So who are the, the  
 2 shareholders of Baldwin Farms, Incorporated?  
 3 A. William, LeAnn, Brent.  
 4 Q. And can you -- who are the officers  
 5 for Baldwin Farms, Incorporated?  
 6 A. William Baldwin's the president and  
 7 Brent Baldwin's the vice president, LeAnn is  
 8 secretary/treasurer.  
 9 Q. And then directors, who are the  
 10 directors for Baldwin Farms, Incorporated?  
 11 A. N -- none -- or -- I don't -- no  
 12 one, I don't know.  
 13 Q. Okay. Any other, any other  
 14 individuals besides yourself, William and LeAnn  
 15 that are involved in the governance --  
 16 A. No.  
 17 Q. Okay. Does Baldwin Farms,  
 18 Incorporated, have any employees?  
 19 A. Yes.  
 20 Q. Okay. Who are the current  
 21 employees?  
 22 A. Year-round?  
 23 Q. Currently on your payroll? Who's  
 24 on your payroll right now?  
 25 A. Right now, William Baldwin, Brent

11

1 Baldwin, LeAnn Baldwin.  
 2 Q. Okay. In September of 2013, who,  
 3 who was on the payroll at Baldwin Farms,  
 4 Incorporated?  
 5 A. Brian Robinson. Jeff Nelson.  
 6 Janie Martinez.  
 7 Q. That was Jamie?  
 8 A. Janie.  
 9 Q. Janie.  
 10 A. September?  
 11 Q. Right.  
 12 A. Be David Vile.  
 13 I --  
 14 MR. GAUSTAD: If, if you can  
 15 remember the rest of them.  
 16 A. I -- Steve Hartje.  
 17 Q. (By Mr. Schroeder) How do you  
 18 spell Hartje?  
 19 A. H-a-r-t-j-e.  
 20 Ernesto Dela Cru -- I -- oh, I  
 21 mean, I could go on.  
 22 Ernesto Dela Cruz.  
 23 I'd have to look to be sure, the  
 24 rest. I just --  
 25 Q. Okay.

12

1 A. Various truck drivers.  
 2 But those are my (indicating), sort  
 3 of main people, the top three are.  
 4 Q. Okay. Do -- any of those people  
 5 that you just listed, have any of them worked  
 6 for you in the past 12 months?  
 7 A. Yes.  
 8 Q. Okay. Would, would you say all of  
 9 them? Less than all?  
 10 A. All.  
 11 Q. Okay.  
 12 A. I believe.  
 13 David Vile, no.  
 14 Q. Okay. For September 2013, were  
 15 there any differences from the current  
 16 officers --  
 17 A. No.  
 18 Q. -- of --  
 19 And shareholders, any change in  
 20 shareholders from September of 2013?  
 21 A. No.  
 22 Q. Okay. Then can you, can you  
 23 describe for me the, the business of the  
 24 corporation, what, what the corporation --  
 25 A. It's a, a farm.

13

1 Q. Okay. So it raises crops?  
 2 A. Yes.  
 3 Q. Okay. Does the corporation have  
 4 any partnerships it's engaged in?  
 5 A. Yes.  
 6 Q. Okay. And what are those  
 7 partnerships?  
 8 A. A limited partnership in sugar  
 9 beets.  
 10 Q. Okay. And then you, you had said  
 11 Baldwin Farms. So yourself, also, is engaged  
 12 in farming. Is that concurrent with Baldwin  
 13 Farms? Can you describe for me how that  
 14 relationship works?  
 15 A. We farm together. We have separate  
 16 parcels of land. Everything's kind of split  
 17 up. Equipment's half-and-half, stuff like --  
 18 we just have a pro -- everything's prorated.  
 19 We farm together, my dad and I.  
 20 Q. So you, you make decision of what  
 21 you're going to raise on your land and Baldwin  
 22 Farms, Incorporated, makes the decision, what  
 23 they're going to raise on the Baldwin Farms,  
 24 Incorporated, land?  
 25 A. I make the decision for both.

14

1 Q. Okay. So, so are you the one  
 2 that's, that's primarily making the decisions  
 3 for Baldwin Farms, Incorporated?  
 4 A. Yes.  
 5 Q. Okay. And then in September of  
 6 2013, would that be true, too?  
 7 A. Yes.  
 8 Q. Okay. So, so the -- can you  
 9 describe for me the role that your dad,  
 10 William, takes in, in the operations of Baldwin  
 11 Farms, Incorporated?  
 12 A. He oversees everything. If there's  
 13 something of his concern, it will be brought to  
 14 my attention.  
 15 Q. Okay. So is, is William involved  
 16 in the decisions about marketing crops?  
 17 A. We discuss them, yeah, together.  
 18 Yep.  
 19 Q. Any other persons at Baldwin Farms,  
 20 Incorporated, that's involved in making  
 21 decisions about crop marketing?  
 22 A. No.  
 23 Q. Okay. So for, for yourself  
 24 individually, what crops did you grow in 2013?  
 25 A. Wheat, pinto beans, soybeans, sugar

15

1 beets.  
 2 Q. Then the, the pinto beans, after  
 3 those were harvested, what did you do with  
 4 them?  
 5 A. Hauled them to a receiving station.  
 6 Q. And what receiving station was  
 7 that?  
 8 A. In 2013?  
 9 Q. Right.  
 10 A. Cavalier Bean.  
 11 Grand Forks Bean.  
 12 Q. So you hauled some to Cavalier Bean  
 13 and some to Grand Forks Bean?  
 14 A. Yes.  
 15 Q. Okay. Any reason that you, you  
 16 took some to Cavalier Bean and some to Grand  
 17 Forks Bean?  
 18 A. The reason I brought beans to  
 19 Cav -- Grand Forks Bean was because I was -- I  
 20 had a nice contr -- a price, nice price,  
 21 contract on them.  
 22 Q. You had a written contract on them?  
 23 A. I do have one, yeah.  
 24 Q. Okay.  
 25 A. It was over the phone.

16

1 Q. Okay. Let's talk about Baldwin  
 2 Farms, Incorporated. What crops did Baldwin  
 3 Farms, Incorporated, --  
 4 A. Wheat.  
 5 Q. And this is for 2013, this is what  
 6 they grew?  
 7 A. (No verbal response.)  
 8 Q. Okay.  
 9 A. Soybeans, pinto beans, sugar beets.  
 10 Q. And then the pinto beans that were  
 11 harvested for Baldwin Farms, Incorporated,  
 12 what, what happened to those?  
 13 A. Delivered to the receiving station.  
 14 Q. Which receiving stations?  
 15 A. Cavalier Bean and Grand Forks Bean.  
 16 Q. And, and why were some of the  
 17 pintos delivered to Cavalier and others  
 18 delivered to Grand Forks Bean?  
 19 A. We had a, an agree -- a contract  
 20 with Grand Forks Bean.  
 21 Q. Okay. By "we", who do you -- who  
 22 are you referring to?  
 23 A. Myself and Baldwin Farms.  
 24 Q. Okay. So you had a, an agreement  
 25 with yourself and Baldwin Farms or there was

17

1 two separate agreements?  
 2 A. I had an agreement with Grand Forks  
 3 Bean that I would deliver a certain amount of  
 4 beans coming from Brent Baldwin and Baldwin  
 5 Farms.  
 6 Q. Okay. Do you recall what the  
 7 amount was?  
 8 A. 45 cents.  
 9 Q. Okay. And how many, how many beans  
 10 was that for?  
 11 A. 3,000. Hundredweight. 3,000 bags.  
 12 (Whereupon, Deposition Exhibit No.  
 13 39, Baldwin, was marked for identification.)  
 14 Q. (By Mr. Schroeder) I'll show you  
 15 what's been marked as Deposition Exhibit 39.  
 16 It's titled: Claim of Brent Baldwin. Are you  
 17 familiar with that document?  
 18 A. Yes.  
 19 Q. Okay. And turning to the third  
 20 page of that. Is that -- that's your  
 21 signature --  
 22 A. Yes.  
 23 Q. -- on there?  
 24 Okay. And can you read that, that  
 25 phrase after that paragraph number 6? What

18

1 does that say there?  
 2 A. Brent Bald -- Brent Baldwin, being  
 3 duly sworn upon oath, deposes and states that I  
 4 have read the above claim and to the best of my  
 5 knowledge, believe, believe the contents to be  
 6 true and correct.  
 7 Q. Okay. So looking at the front of  
 8 that claim document, is, is it your  
 9 understanding you're, you're claiming you're  
 10 owed on 2,220.36 hundredweight of pinto beans?  
 11 A. Yes.  
 12 Q. Okay. I'll have you turn to, it's  
 13 the fourth page in.  
 14 We were just talking about a, a, an  
 15 agreement. Is this the agreement you were  
 16 referring to for 45 cents?  
 17 A. Yep. Yes.  
 18 Q. Okay. And at the top there, can  
 19 you -- it, it says: Brent Baldwin. Is that  
 20 right?  
 21 A. Yes.  
 22 Q. Okay. Was there a reference to  
 23 Baldwin Farms, Incorporated, on there?  
 24 A. Nope.  
 25 Q. Okay.

19

1 A. No.  
 2 Q. Can you explain for me how --  
 3 where, where you received a copy of this  
 4 document from?  
 5 A. I don't remember.  
 6 Q. Okay. And if you look at the first  
 7 page of that claim, it says that those were  
 8 contained in your files. Do you see that on  
 9 the first page of the claim document, after  
 10 paragraph 2?  
 11 A. They were in my file?  
 12 Q. I was just asking. Do you see that  
 13 on, on --  
 14 A. Oh.  
 15 Q. -- paragraph 2, where it says that  
 16 you're -- Brent Baldwin submits with this  
 17 claim, --  
 18 A. Okay, okay.  
 19 Q. -- copies of receipts --  
 20 A. Yeah, I read it.  
 21 Q. -- and other evidence for beans  
 22 contained within his files that are attached as  
 23 Exhibit A?  
 24 A. Yes.  
 25 Q. Okay. So was this dry bean crop --

20

1 contract 1001, that was something that was in  
 2 your files?  
 3 A. Yes.  
 4 Q. Okay. And so, so how did this dry  
 5 bean contract end up in your files, do you  
 6 know?  
 7 A. I'm assuming it was mailed to me or  
 8 brought back by a truck driver.  
 9 Q. Mailed to you, mean, to -- mailed  
 10 to you by Grand Forks Bean?  
 11 A. Yes.  
 12 Or more than likely brought back by  
 13 a truck driver.  
 14 Q. Okay. Is that something that'd  
 15 happened in the past, that truck drivers had  
 16 re -- exchanged documents regarding settling  
 17 beans with --  
 18 A. Usually not, no.  
 19 Q. Okay.  
 20 A. The only thing truck drivers bring  
 21 back are scale tickets usually.  
 22 Q. And the rest of that Exhibit A,  
 23 were -- are those the scale tickets you'd be  
 24 referring to?  
 25 A. Yes.

21

1 Q. Okay. How, how would you  
2 differentiate between your loads that were  
3 Brent Baldwin or Baldwin Farms when, when  
4 they're getting shipped down to Grand Forks  
5 Bean?

6 A. The, when they left the field, the  
7 truck driver's told what name to put them in.

8 Q. Okay. These scale tickets that are  
9 at Exhibit A, is there any, any issue that any  
10 of these should be Baldwin Farms, Incorporated,  
11 and not under Brent Baldwin?

12 MR. GAUSTAD: Issue, as far as  
13 what?

14 Q. (By Mr. Schroeder) Meaning, any  
15 claims that, that they're miscategorized?

16 A. I see no reason, no.

17 Q. Okay. I'll have you turn to, it's  
18 labeled Exhibit B, within this Deposition  
19 Exhibit 39?

20 Can you describe for me what this  
21 document is?

22 MR. GAUSTAD: If you know.

23 A. I can read it.

24 It's a Price Later Marketing  
25 Agreement.

22

1 Q. (By Mr. Schroeder) Okay. Do you  
2 know when the, the first time you seen this  
3 document?

4 A. Other than today? I saw it in a,  
5 in a stack of papers (indicating) like this  
6 from Dan.

7 Q. I'll have you look down at the line  
8 where it says, up towards the bottom, where it  
9 says: Grower, --

10 A. Yep.

11 Q. -- and there's Brent Baldwin  
12 written above there. Is that -- did you write  
13 that on there?

14 A. No.

15 Q. Okay. Then it says: By, and  
16 there's some, looks to me like a signature

17 after. Do you see that?

18 A. I do see it.

19 Q. Okay. Where -- after it says: By,  
20 do you recognize that signature?

21 A. I don't recognize the signature.

22 Q. Okay. That wouldn't be Steve  
23 Hartje's signature?

24 A. I would say it'd be close to that,  
25 yeah.

23

1 Q. Okay.

2 A. I've never seen him sign his name.

3 Q. Do you have any other -- and  
4 then -- strike that.

5 The, the box below that, where it  
6 says: The contract is not protected by North  
7 Dakota statutory warehouseman's bond coverage  
8 in the event of buyer's insolvency.

9 Would you agree there's an S.H.  
10 noted in that box?

11 A. There is.

12 Q. Okay. Do you have any other  
13 employees besides Steve that would have the  
14 initials S.H.?

15 MR. GAUSTAD: Ever?

16 Q. (By Mr. Schroeder) In September of  
17 2013, do you have any -- would you have had any  
18 other employees with the initials S.H., besides  
19 Steve?

20 MR. GAUSTAD: If you can remember.

21 A. I, I can't remember, no, I can't  
22 remember of any, no.

23 Q. (By Mr. Schroeder) Okay. So  
24 Steve's the only one you recall?

25 A. Right now, yes.

24

1 Q. Okay. Would you have payroll  
2 records for September of 2013 --

3 A. Yes.

4 Q. -- available?

5 Okay. Who has those records?

6 A. I would.

7 Q. Okay. Would any accountants have  
8 those for either Baldwin Farms --

9 A. They're all at the farm.

10 Q. Okay. For the employees who -- do  
11 you have any employees personally?

12 A. Yes.

13 Q. Okay. How would you personally pay  
14 those employees?

15 A. Hourly.

16 Q. Okay. In September of 2013, would

17 you pay your employees, and this is, again,  
18 this is on the personal side, by check or cash?

19 A. Oh.

20 Well, now -- one by check, the rest  
21 are direct deposit.

22 Q. Okay.

23 A. I --

24 Q. In September of 2013 you were using  
25 direct deposit, too?

25

1 A. Oh.  
 2 How far back does that go?  
 3 I do not know if I went back that  
 4 far.  
 5 Q. Okay. What, what bank is the  
 6 account with those payroll payments would be  
 7 coming out of?  
 8 A. Are you talking about Brent  
 9 Baldwin?  
 10 Q. For Brent Baldwin.  
 11 A. First United.  
 12 Q. Okay. Where is First United --  
 13 A. Grafton.  
 14 Q. -- at?  
 15 Okay. And that's, in September of  
 16 2013, that's the bank you were using?  
 17 A. Yes.  
 18 Q. Okay. Then about -- for Baldwin  
 19 Farms, Incorporated, what -- how did they pay  
 20 their employees in September of 2013?  
 21 A. Check.  
 22 Q. Okay. And what bank was that  
 23 account with that those --  
 24 A. Choice Financial.  
 25 Q. I'll have you look at the first

26

1 page of that claim?  
 2 Do you see where it says: Brent  
 3 Baldwin asserts the date of insolvency of  
 4 defendant, Grand Forks Bean Company,  
 5 Incorporated, occurred on or before December  
 6 19, 2014?  
 7 A. I, I see that, yes.  
 8 Q. Okay. So what date would you  
 9 assert that is the insolvency of defendant,  
 10 Grand Forks Bean Company?  
 11 MR. GAUSTAD: Well, I'm going to  
 12 object, because it calls for a legal  
 13 conclusion.  
 14 To the extent you know.  
 15 THE DEPONENT: Extent I know?  
 16 MR. GAUSTAD: Yeah.  
 17 A. Somebody tell me the date and I'll  
 18 tell you. I mean, or --  
 19 MR. GAUSTAD: If you don't know,  
 20 then that's fine, --  
 21 A. I don't --  
 22 MR. GAUSTAD: -- too.  
 23 A. -- know.  
 24 MR. MORLEY: What was the date  
 25 again? That he said? Was it --

27

1 Where we at?  
 2 MR. SCHROEDER: December 19, --  
 3 MR. MORLEY: Oh, '14.  
 4 MR. SCHROEDER: -- 2014.  
 5 MR. MORLEY: Okay. All right.  
 6 Thanks.  
 7 (Whereupon, Deposition Exhibit No.  
 8 40, Baldwin, was marked for identification.)  
 9 Q. (By Mr. Schroeder) All right.  
 10 I'll show you what's been marked as Deposition  
 11 Exhibit 41.  
 12 COURT REPORTER: 40.  
 13 Q. (By Mr. Schroeder) Is --  
 14 COURT REPORTER: 40.  
 15 Q. (By Mr. Schroeder) Deposition  
 16 Exhibit 40, excuse me.  
 17 That's titled: Claim of Baldwin  
 18 Farms, Incorporated.  
 19 Are you familiar with that  
 20 document?  
 21 A. Yes.  
 22 Q. And on the third page, it's, it  
 23 says it's signed by the corporation, acting  
 24 through Buzz Baldwin. And that's, that's  
 25 William Baldwin, right?

28

1 A. Yes.  
 2 Q. Okay. But this is something you're  
 3 familiar with as well?  
 4 A. Yes.  
 5 Q. Okay. And so Baldwin Farms,  
 6 Incorporated, is asserting it's, it's got a  
 7 claim against Grand Forks Bean Company for  
 8 1,005.71 hundredweight of pinto beans. Is that  
 9 right?  
 10 A. Yes.  
 11 Q. Okay. I'll have you turn to that  
 12 Exhibit A of the -- Deposition Exhibit 40.  
 13 Is that document within the files  
 14 of Baldwin Farms, Incorporated, this Price  
 15 Later Marketing Agreement?  
 16 A. Yes.  
 17 Q. Okay. And how did that document  
 18 get in the files of Baldwin Farms,  
 19 Incorporated?  
 20 A. I believe it came back with a truck  
 21 driver.  
 22 Q. Do you know which truck driver?  
 23 A. For sure, no, but I'm going to  
 24 assume Steven Hartje.  
 25 Q. And then the rest of that Exhibit

29

1 A, are those the scale tickets that would  
 2 constitute the, the beans that were delivered  
 3 for Baldwin Farms, Incorporated, in September  
 4 of 2013?  
 5 A. Looks like.  
 6 Yes, it does.  
 7 Q. And then the last page of that  
 8 Exhibit A, can you tell me what that document  
 9 is?  
 10 A. That was the check we got for the  
 11 first 3,000 bags.  
 12 Q. And by "we", who are, who are you  
 13 referring to?  
 14 A. Baldwin Farms.  
 15 Q. Okay.  
 16 A. Or -- Baldwin Farms, Brent Baldwin.  
 17 Q. Okay. And is that based on that  
 18 phone agreement that you had with Todd?  
 19 A. Yes.  
 20 Q. Okay. That, that, and referencing  
 21 that agreement that's attached to the claim of  
 22 Brent Baldwin?  
 23 A. That is right, correct.  
 24 Q. Okay. So that's what this, this  
 25 check stub, it looks like, is, is referencing,

30

1 those 3,000 hundredweight?  
 2 A. At 45.  
 3 Q. Okay.  
 4 A. There's another Exhibit in that,  
 5 too.  
 6 Under Brent Baldwin.  
 7 For the other 3,000 hundredweight.  
 8 Q. So be -- between the, the beans  
 9 that were delivered for both yourself  
 10 individually and Baldwin Farms, Incorporated,  
 11 you -- there's only been a payment made for  
 12 3,000 hundredweight. Is that right?  
 13 A. Yeah, yes.  
 14 Q. Okay. I'll have you turn to the --  
 15 Exhibit B.  
 16 Of that Exhibit No. 40

17 A. Yep.  
 18 Q. Okay. What, what's the first date  
 19 that anyone for Baldwin Farms, Incorporated,  
 20 reviewed this document?  
 21 MR. GAUSTAD: The one -- this  
 22 Exhibit B?  
 23 Q. (By Mr. Schroeder) Exhibit B to  
 24 Exhibit 40.  
 25 MR. GAUSTAD: If you can remember,

31

1 if you can re -- know.  
 2 A. I don't know the date.  
 3 Q. (By Mr. Schroeder) Okay. And then  
 4 the, the scale tickets that are part of that  
 5 Exhibit A to Exhibit 40.  
 6 How did those end up in the, the  
 7 records of Baldwin Farms, Incorporated?  
 8 A. They are Baldwin Farms' beans.  
 9 Q. Okay. Did the drivers bring those  
 10 back from --  
 11 A. Yes.  
 12 Q. -- the facility?  
 13 Other than the documents that are  
 14 attached to each of those claims, do you,  
 15 individually, do you have any other documents  
 16 showing beans being sold or stored at Grand  
 17 Forks Bean Company, Incorporated?  
 18 A. No.  
 19 Do not.  
 20 Q. Okay. And the same question for  
 21 Baldwin Farms, Incorporated: other than the  
 22 documents attached to the, the claims, those --  
 23 Deposition Exhibit 40 and 39, any other  
 24 documents showing beans being sold or stored at  
 25 Grand Forks Bean Company?

32

1 A. No.  
 2 Q. Okay. For the deliveries that were  
 3 being made to Grand Forks Bean Company on your,  
 4 on your individual capacity, who was making  
 5 those deliveries in September of 2013?  
 6 A. Employees of Baldwin Farms and  
 7 Brent Baldwin.  
 8 Q. Did you personally make any  
 9 deliveries?  
 10 A. No.  
 11 Q. Okay. Did you personally make any  
 12 for Baldwin Farms, --  
 13 A. No.  
 14 Q. -- Incorporated?  
 15 Okay. Do you know what employees  
 16 made deliveries for yourself in September of

17 2013?  
 18 A. Ernesto Dela Cruz.  
 19 Janie Martinez. Steve Hartje.  
 20 Q. Any, any others?  
 21 A. David Voil -- Vile.  
 22 And that's, that's all I can  
 23 remember.  
 24 Q. Okay.  
 25 A. I don't -- there's --

33

1 Q. And would those same employees have  
 2 been the ones making deliveries for Baldwin  
 3 Farms, Incorporated?  
 4 A. They'd have been some of them, yes.  
 5 Q. Okay. In September of twenty- --  
 6 A. Yes.  
 7 Q. -- thirteen?  
 8 Okay. Did you have any discussions  
 9 with any of those employees after they'd  
 10 delivered beans to Grand Forks Bean Company,  
 11 Incorporated, in September of 2013?  
 12 MR. GAUSTAD: About what?  
 13 A. When they returned to the field,  
 14 asked for the scale ticket.  
 15 Q. (By Mr. Schroeder) Okay. Any  
 16 discussions about a Price Later Marketing  
 17 Agreement or a contract with any of those  
 18 drivers in September of 2013?  
 19 A. No.  
 20 Q. What was the, the practice in  
 21 delivering beans to Cavalier Bean in September  
 22 of 2013?  
 23 A. Truck drivers are told where to go  
 24 with their load and whose name they were under.  
 25 Q. Okay. That's the same for --

34

1 A. The sa --  
 2 Q. -- those deliveries to Grand Forks  
 3 Bean --  
 4 A. Same.  
 5 Q. -- Company?  
 6 Okay. All right. So after the,  
 7 the beans, your individual, the Brent Baldwin  
 8 beans were delivered to Grand Forks Bean  
 9 Company in September of 2013, describe for me  
 10 the, the contacts you had with Todd McGurk  
 11 regarding those pinto beans.  
 12 A. After they were delivered, there  
 13 was contact probably within two weeks of  
 14 marketing the balance of the beans.  
 15 And then thereon after, every week  
 16 to two weeks.  
 17 And: when are we getting the check  
 18 for the first one?  
 19 Q. What, what was your expectation for  
 20 those first 300,000 -- or 3,000 hundredweight  
 21 of beans --  
 22 A. 45 cents, --  
 23 Q. -- as to pay --  
 24 A. -- they were on a contract.  
 25 Q. When were you expecting to be paid

35

1 on those?  
 2 A. Well, usually it's -- well, it all  
 3 depends, you know.  
 4 I guess I don't know.  
 5 That's why I was asking.  
 6 Q. The phone conversation about that  
 7 first 3,000, before they were delivered to  
 8 Grand Forks Bean Company, who was that with?  
 9 A. Todd McGurk.  
 10 Q. Todd, okay.  
 11 What did you and Todd discuss?  
 12 A. He asked if I'd be interested in  
 13 bringing some beans to him at a 45-cents  
 14 contract.  
 15 Q. So Todd contacted you and asked you  
 16 that?  
 17 A. I don't remember which way it went.  
 18 And then he wanted a balance for  
 19 overage.  
 20 At a dollar over market.  
 21 On the open.  
 22 Q. What do you mean by -- can you  
 23 explain that for me?  
 24 A. I had a contract for 3,000 bags at  
 25 45 and the balance, the additional 3,000 were a

36

1 buck over market. At the time I was -- wanted  
 2 to sell.  
 3 And if you want to put that date  
 4 down, it was October of 2013, when they're at  
 5 38 cents, so I should have got 39.  
 6 Q. And that was a conversation with  
 7 you individually or you for Brent Baldwin  
 8 Farms, Incorporated, --  
 9 A. When I --  
 10 Q. -- as well?  
 11 A. -- did the conversation, it was for  
 12 Brent Baldwin and Baldwin Farms, because we  
 13 were going to deliver the beans together.  
 14 That's how we do things.  
 15 Q. Okay.  
 16 A. And he'd just write two checks,  
 17 which was -- he knew.  
 18 Q. So after the delivery, you said  
 19 there were -- there was about a two-week span  
 20 there and then you contacted Todd McGurk.  
 21 After that initial contact, what  
 22 other contact did you have?  
 23 A. By phone every two weeks to -- (no  
 24 further response.)  
 25 Q. And in those contacts, what would

37

1 you, what would you discuss?  
 2 A. Ask to sell my beans.  
 3 Q. On what terms?  
 4 A. At market. I mean, -- at -- I'd  
 5 just ask to cash out the balance of our beans.  
 6 Q. Okay. So you discussed like  
 7 different, different prices for those or --  
 8 what was the discussion?  
 9 A. Ever since the first time, until  
 10 probably December, he said: I'm working on it.  
 11 I'm working on it.  
 12 And there really wasn't any  
 13 discussion.  
 14 And then all of the sudden,  
 15 probably three months later, he said: oh,  
 16 they've dropped to 36.  
 17 Well, if they've dropped to 36, why  
 18 aren't you selling my beans?  
 19 But he never sold my beans, so --  
 20 Q. Okay. Three months after they were  
 21 delivered?  
 22 A. Yeah.  
 23 Q. Okay. So --  
 24 A. Yes.  
 25 Q. -- that would be like the end

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1 of, --  
 2 A. January.  
 3 Q. -- end of 2013?  
 4 A. Uh-huh.  
 5 Q. So January 2014?  
 6 A. Yes.  
 7 Q. Okay.  
 8 MR. GAUSTAD: Are you asking about  
 9 the subsequent conversations or what, what are  
 10 you -- because I'm confused.  
 11 MR. SCHROEDER: He referenced three  
 12 months later, so I was asking what three  
 13 months.  
 14 MR. MORLEY: And I'm confused. Are  
 15 we still talking about the 3,000-bag contract?  
 16 Is that our discussion now?

17 THE DEPONENT: That was done.  
 18 That's done and --  
 19 MR. MORLEY: That's --  
 20 THE DEPONENT: -- sealed.  
 21 MR. MORLEY: -- done.  
 22 THE DEPONENT: I'm talking about  
 23 the balance, the 3,000 bags that we're still  
 24 talking about.  
 25 That I still have at -- or -- (no

39

1 further response.)  
 2 Q. (By Mr. Schroeder) Any, any  
 3 written communications with Grand Forks Bean  
 4 after your, your beans were delivered in  
 5 September of 2013?  
 6 A. No.  
 7 Q. Any written communications between  
 8 Baldwin Farms, Incorporated, and Grand Forks  
 9 Bean, Incorporated, after Baldwin Farms' beans  
 10 were delivered in September of 2013?  
 11 A. No.  
 12 Q. In discussing the -- your, your  
 13 pinto beans at Grand Forks Bean, any contact  
 14 other than Todd McGurk?  
 15 A. (No verbal response.)  
 16 Q. That's kind of a clunky question,  
 17 sorry.  
 18 A. Time frame?  
 19 Sorry.  
 20 Q. So after the, the pinto beans were  
 21 delivered to Grand Forks Bean, both yourself --  
 22 your own and Baldwin Farms, Incorporated, did,  
 23 did you discuss those pinto beans with anyone  
 24 other than Todd McGurk at Grand Forks Bean  
 25 Company?

40

1 A. Until today?  
 2 Q. Sure.  
 3 A. Yes.  
 4 Q. Okay. Who else did you discuss  
 5 those pinto beans with?  
 6 A. Tad McGurk.  
 7 Q. Okay. So only Todd and Tad?  
 8 A. Yes.  
 9 Q. Okay. And those discussions with  
 10 Tad only started after Todd had passed away.  
 11 Is that right?  
 12 A. Yes.  
 13 Q. Okay. What were your discussions  
 14 with Tad McGurk?  
 15 A. If he was able to price our beans.  
 16 Q. Did you ever discuss with Tad or

17 Todd redelivery of your beans?  
 18 A. Yes.  
 19 Q. Okay. When did you have those  
 20 discussions with Todd?  
 21 A. Never.  
 22 Q. Okay. When did you have  
 23 discussions with Tad?  
 24 A. Dec -- end, end of November,  
 25 December of '14.

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1 Q. When you had those discussions,  
 2 what was Tad's response?  
 3 A. Oh. I don't know how --  
 4 The conversation went: Tad, are  
 5 you able to market our beans?  
 6 I'm not a bean marketer, I'm a  
 7 grain marketer.  
 8 I said, I said: there's a market  
 9 out there, we're selling beans other places.  
 10 That's not my -- it's not my f'ing  
 11 problem.  
 12 I said: then what do I need to do?  
 13 Can I come get my beans?  
 14 Come get your f'ing beans then.  
 15 I said: I'll send my -- lined up  
 16 there after dinner.  
 17 Fuck you, hung up, hung up on me.  
 18 Q. Do you, do you recall the, the date  
 19 of that conversation?  
 20 A. No.  
 21 Q. Okay. But it would have been  
 22 November, December --  
 23 A. Yes.  
 24 Q. -- of 2014, in there?  
 25 Okay.

42

1 A. And ever since that date, he  
 2 wouldn't talk to me, so --  
 3 Q. Okay. Did you discuss any kind of  
 4 redelivery fee at that time?  
 5 A. I called the PSC. They said that  
 6 it was \$6.  
 7 Q. Okay. So after the conversation  
 8 with Tad, that same day you called the --  
 9 A. Yeah.  
 10 Q. -- Public Service Commission?  
 11 A. Yes.  
 12 Q. Okay. And who did you talk to at  
 13 the Public Service --  
 14 A. Sue.  
 15 Q. -- Commission?  
 16 Sue --  
 17 A. Sue --  
 18 Q. -- Richter?  
 19 A. -- Richter.  
 20 Yeah.  
 21 Q. And was redelivery the only thing  
 22 you discussed with Sue that day?  
 23 A. Yes. How to get my beans out of  
 24 there, yes.  
 25 Q. Okay. Looking at Exhibit 39. I

43

1 don't see a, a dollar amount referenced in  
 2 there. What, what dollar amount do you believe  
 3 you're owed on those 2,220.36 hundredweight?  
 4 A. I started -- I wanted to sell at 38  
 5 plus a dollar on my contract. That's when I  
 6 wanted to start selling, yes.  
 7 My, --  
 8 Q. So --  
 9 A. -- my contract says a bu -- plus a  
 10 dollar.  
 11 Q. Okay. So you'd, you'd take this  
 12 2,220.36 times \$39 and figure out the math and  
 13 that's the amount that you would, you would  
 14 want to be paid?  
 15 A. On that and the thousand. Under  
 16 Baldwin Farms.  
 17 Q. Right. And we're --  
 18 A. Yes.  
 19 Q. -- just talking about --  
 20 A. Yes, I would, --  
 21 Q. -- Brent Baldwin right now.  
 22 A. -- yes.  
 23 Q. Okay. Well, let's talk about  
 24 Baldwin Farms. So on Exhibit 40, again,  
 25 there's no dollar amount stated, so what dollar

44

1 amount would you want to be paid for the, would  
 2 Baldwin Farms want to be paid for its claim?  
 3 A. 39.  
 4 Q. 39 --  
 5 A. 38, plus a buck.  
 6 Q. Okay. So \$39 times whatever  
 7 hundredweight Baldwin Farms has outstanding?  
 8 A. Yes.  
 9 Q. Okay. And, and that's based on a,  
 10 a market price in October 2013?  
 11 A. Yes.  
 12 Q. Okay. How did, how did you figure  
 13 out that market price in October of 2013?  
 14 A. We were selling beans at that price  
 15 in Cavalier.  
 16 Q. Okay. For those beans you  
 17 delivered at Cavalier Bean in 2013, did you get  
 18 any other documents besides scale tickets?  
 19 A. No.  
 20 Q. No, okay.  
 21 No other contracts related to those  
 22 beans?  
 23 A. No.  
 24 Q. Okay. Any warehouse receipts  
 25 related to those beans?

45

1 MR. GAUSTAD: Well, I think you  
 2 asked the question. Other than warehouse  
 3 receipts.  
 4 I think you've asked and answered  
 5 the, the question.  
 6 But go ahead.  
 7 A. Oh. Aren't scale tickets the same?  
 8 Yeah.  
 9 Q. (By Mr. Schroeder) So just the  
 10 scale tickets --  
 11 A. I got --  
 12 Q. -- is all you received?  
 13 A. -- scale tickets, yes.  
 14 Q. Okay.  
 15 A. Yes.  
 16 THE DEPONENT: You think a guy  
 17 could take a minute to --  
 18 MR. SCHROEDER: Yeah.  
 19 THE DEPONENT: -- use the restroom?  
 20 MR. SCHROEDER: If you want to take  
 21 a break, let's take five.  
 22 THE DEPONENT: Uh-huh, please.  
 23 MR. SCHROEDER: Yeah.  
 24 (Whereupon, a two-minute recess was  
 25 taken.)

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1 MR. SCHROEDER: We'll go back on  
 2 the record.  
 3 Q. (By Mr. Schroeder) Do you have an  
 4 address for your employee, Steve Hartje?  
 5 A. I do.  
 6 Q. What is it?  
 7 A. I don't have it with me.  
 8 Q. Okay. Do you have his phone  
 9 number?  
 10 A. I do.  
 11 Q. Okay. What is it?  
 12 A. (701) 520-3562.  
 13 Q. All right. Since September of  
 14 2013, have you had any written communications  
 15 with any of the other farmers that have filed  
 16 claims against Grand Forks Bean Company?  
 17 A. Written, no.  
 18 Q. Okay. And that's same for Baldwin  
 19 Farms, Incorporated?  
 20 A. Yes.  
 21 Q. Okay. Have you had any  
 22 conversations with any of the other farmers who  
 23 filed claims since September of 2013?  
 24 A. Yes.  
 25 Q. Okay. And who, who have you had

47

1 those conversations with?  
 2 A. I think all of them.  
 3 Q. Okay. Well, what's the, the first  
 4 one that you recall?  
 5 A. Duane Altendorf.  
 6 Q. Okay. And when was that?  
 7 MR. GAUSTAD: When was the first  
 8 conversation --  
 9 MR. SCHROEDER: Right.  
 10 MR. GAUSTAD: -- or --  
 11 Q. (By Mr. Schroeder) When was the  
 12 first conversation with Duane Altendorf that  
 13 you recall?  
 14 A. I talk to Duane every day.  
 15 First conversation about what --  
 16 Q. About Grand Forks -- the pinto  
 17 beans at Grand Forks Bean Company.  
 18 A. How to get our money? Or how to  
 19 get our beans out of there or what -- the  
 20 conversation about what?  
 21 Q. Sure.  
 22 A. We -- Duane and I talk about  
 23 Grand -- I mean, Duane, Duane Altendorf and I  
 24 are neighbors and I do work for him, he does  
 25 work for me. We, we kind of work together.

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1 Q. So the, the first time you and  
 2 Duane talked about, about selling your beans at  
 3 Grand Forks Bean after September of 2013?  
 4 A. October --  
 5 Q. And --  
 6 A. -- 2013.  
 7 Q. What was that discussion in October  
 8 of 2013?  
 9 A. Let's get rid of them.  
 10 Let's sell our beans in Grand  
 11 Forks.  
 12 So am I talking about Baldwin  
 13 Farms, Inc., too? Because I would have sold --  
 14 I'm selling those, too.  
 15 Q. Okay.  
 16 A. So is that a conversation?  
 17 I'm not sure if that name's on  
 18 there, but, yes, that would be the other one.  
 19 Q. Okay.  
 20 A. Yep.  
 21 Q. Any other farmers you've spoken to  
 22 individually, not as a, a group, regarding  
 23 Grand Forks Bean Company since September of  
 24 2013?  
 25 A. I talked to Curt Amundson.

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1 Q. Okay. And what did you talk about  
 2 with Curt?  
 3 A. How to find a market for our beans.  
 4 Q. And when was that conversation?  
 5 A. December of '14. I think. The end  
 6 of November '14.  
 7 Q. So November or December of 2014?  
 8 A. Right. Yes.  
 9 Q. And then there were a few, a few  
 10 meetings with substantially all of the, the  
 11 farmers. Is that right?  
 12 A. Yes.  
 13 Q. Okay. And you attended those?  
 14 A. Not all of them.  
 15 Q. Okay. Which ones did you attend?  
 16 A. I went to one at the restaurant in  
 17 East Grand Forks.  
 18 Q. Okay. Do you recall when that was?  
 19 A. I left early because the Bison were  
 20 playing, so it was December, a Saturday in  
 21 December.  
 22 Q. And what was discussed at that  
 23 meeting?  
 24 A. That we all had beans at Grand  
 25 Forks Bean and there was no market -- or they

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1 were doing nothing to see -- just kind of a  
 2 group effort to see what we could and couldn't  
 3 do, to come up with a solution.  
 4 Q. Then the other meetings you recall?  
 5 A. I think -- they were all relatively  
 6 the same. I mean, what are we going to do.  
 7 How are we going to market these beans. How  
 8 can we help market these beans. What can we  
 9 do.  
 10 MR. MELLAND: Just for the record,  
 11 Mr. Baldwin, to the extent that you  
 12 participated in a meeting at my office with --  
 13 under my direction, --  
 14 THE DEPONENT: No, I --  
 15 MR. MELLAND: -- that --  
 16 THE DEPONENT: -- did not.  
 17 MR. MELLAND: Okay.  
 18 Q. (By Mr. Schroeder) Okay. So has,  
 19 has Mr. Melland ever been your attorney related  
 20 to Grand Forks Bean?  
 21 A. I was unable to make the meeting,  
 22 but I assumed he was.  
 23 MR. MELLAND: Yes.  
 24 Q. (By Mr. Schroeder) Okay.  
 25 A. Yes.

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1 (Whereupon, Deposition Exhibit No.  
 2 41, Baldwin, was marked for identification.)  
 3 Q. (By Mr. Schroeder) I'll show you  
 4 what's been marked Deposition Exhibit 41.  
 5 Do you recognize that document?  
 6 A. Yes.  
 7 Q. And that's an e-mail you sent to  
 8 Sue Richter at the Public Service Commission.  
 9 Is that right?  
 10 A. Yes.  
 11 Q. Okay. And were you sending that  
 12 for both yourself and Baldwin Farms,  
 13 Incorporated?  
 14 A. Yes.  
 15 Q. Okay. And you would have sent that  
 16 on December 20 of 2014. Is that right?  
 17 A. Yes.  
 18 Q. Okay. Any written communications  
 19 with Sue Richter prior to that?  
 20 A. Written, no.  
 21 Q. Okay. Any phone calls with Sue  
 22 Richter prior to that, that you recall?  
 23 A. Yes.  
 24 Q. Okay. How many?  
 25 A. I thought I called her twice.

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1 Q. Okay. Twice prior to December  
 2 20, --  
 3 A. She --  
 4 Q. -- 2014?  
 5 A. -- called me back, that's what it  
 6 was.  
 7 I think we played phone tag for a  
 8 little while.  
 9 What, what -- sorry.  
 10 Q. Yeah.  
 11 So in those phone calls, what did  
 12 you discuss with Sue?  
 13 A. Re -- redelivery of beans.  
 14 Q. Okay. So this would be the first  
 15 communication where you said you'd like to file  
 16 a claim against Grand Forks Bean?  
 17 MR. GAUSTAD: I, I'm going to  
 18 object as to, one, I don't know what you mean  
 19 by a claim, I think it, I think it has some  
 20 legal connotations to it, so it --  
 21 MR. SCHROEDER: I'm just reading  
 22 the e-mail.  
 23 MR. GAUSTAD: I understand, but  
 24 you -- you've -- you're putting words in the  
 25 witness's mouth here about this is the first

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1 time you've -- you contact -- talked to her  
2 about filing a claim.

3 So to the extent that, that it  
4 requires some legal conclusion, I'd object to  
5 the --

6 You can answer it, if, if you can  
7 recall what was discussed.

8 A. I only talked to Sue Richter about  
9 reloading beans.

10 Q. (By Mr. Schroeder) Okay.

11 MR. SCHROEDER: I think that's all  
12 the questions I had.

13 MR. ARMSTRONG: I have a few, Mr.  
14 Baldwin.

15 EXAMINATION

16 BY MR. ARMSTRONG:

17 Q. Help me clarify just a couple  
18 things, but as I kind of understood your  
19 testimony, both you personally and Baldwin  
20 Farms, Inc., had some beans at Grand Forks Bean  
21 Farms, Inc., had some beans at Grand Forks Bean  
22 from the 2013 crop year?

23 A. Yes.

24 Q. And you were the person who dealt  
25 with Grand Forks Bean on your own behalf and on

54

1 behalf of Baldwin Farms, Inc.?

2 A. I did.

3 Q. And it sounds to me like you  
4 treated those kind of as a group, like when you  
5 dealt on your behalf, you were also dealing on  
6 behalf of Baldwin Farms, Inc. Is that fair?

7 A. Yes.

8 Q. Did you treat your beans, other  
9 than ownership, I understand that, but did you  
10 make any requests or treat your, your personal  
11 beans at Grand Forks Bean any different than  
12 Baldwin Farms' beans?

13 A. No.

14 Q. Okay. And this is just a  
15 clarification. I, see, I'm, I'm not a farmer,  
16 but you're the second person who's talked about

17 cents for beans and I think you said 45 cents.  
18 And is that per pound?

19 A. 45 cents a hundred, yeah.

20 Q. Okay. And the reason I've asked is  
21 Exhibit 39 has -- is the dry bean contract and  
22 it says \$45 per hundredweight.

23 THE DEPONENT: Back one.

24 Q. (By Mr. Armstrong) I'm just trying  
25 to work out the terminology. Somebody else

55

1 used cents yesterday, too.

2 A. It's \$45 a bag, 45 cents a hundred.

3 Q. Gotcha.

4 And so tell me if I'm understanding  
5 this correctly. At least looking through this,  
6 as you were testifying, it was my impression  
7 that the check, which is the last page of  
8 Exhibit A of Exhibit 40 --

9 MR. GAUSTAD: Which, which claim  
10 are you referring to?

11 MR. ARMSTRONG: Well, that's why  
12 I'm going with the Exhibit Nos.

13 MR. GAUSTAD: Okay. The claim --

14 Q. (By Mr. Armstrong) The --

15 MR. GAUSTAD: -- of Baldwin Farms.

16 Q. (By Mr. Armstrong) The claim of  
17 Baldwin Farms, Inc., which is Exhibit 40, has  
18 the check for \$135,000 roughly.

19 But it seemed to me that, that was  
20 the payment for this dry bean contract 1001,  
21 which is Exhibit A to your claim. Is that --  
22 am I correct on that or not?

23 I can show you what I'm trying to  
24 say, too.

25 A. This payment is al -- for this,

56

1 yes.

2 Q. So the -- so you're agreeing with  
3 me. This payment for 135,000 is for the dry  
4 bean contract 1001?

5 A. Right.

6 Yes.

7 Q. Okay. And that payment was for the  
8 full 3,000 hundredweight?

9 A. Yes.

10 Q. Okay. I guess I'm trying to -- I  
11 don't know if Mr. Hartje or -- if I'm saying  
12 that right, the --

13 A. Steve?

14 Q. Yeah.

15 A. Hartje, yeah.

16 Q. If he signed this Bean-Later

17 Marketing Agreement, is that with your  
18 authorization --

19 A. No.

20 Q. -- both individually and on behalf  
21 of Baldwin Farms, Inc.?

22 A. No.

23 Q. And why do you say that?

24 A. They're not supposed to sign any  
25 documents for Brent Baldwin or Baldwin Farms.

57

1 Q. I apologize for jumping around, but  
 2 that check for the 3,000 hundredweight for  
 3 approximately 135,000, is that the only payment  
 4 you or Baldwin Farms received for the pinto  
 5 beans?  
 6 A. Yes.  
 7 MR. ARMSTRONG: That's all the  
 8 questions I have. Thank you.  
 9 MR. MELLAND: No questions.  
 10  
 11 EXAMINATION  
 12 BY MR. MORLEY:  
 13 Q. Mr. Baldwin, what was the market  
 14 price for pinto beans in December of 2014?  
 15 A. '13.  
 16 Q. '14.  
 17 A. We start this year -- I would  
 18 say --  
 19 MR. GAUSTAD: If you know.  
 20 A. Do you, do you want an exact? I, I  
 21 don't know the exact.  
 22 Q. (By Mr. Morley) Just --  
 23 A. I can --  
 24 Q. -- your -- give me your best  
 25 estimate.

58

1 A. I'm trying to remember when I sold  
 2 beans.  
 3 If you --  
 4 MR. GAUSTAD: Don't, don't  
 5 speculate or don't guess.  
 6 A. I, I -- honestly, I can't tell you  
 7 for sure. I could speculate.  
 8 I can't tell you for sure.  
 9 Q. (By Mr. Morley) Speculate.  
 10 MR. GAUSTAD: With that  
 11 understanding, it's, it's speculation.  
 12 MR. MORLEY: Yeah, it's, it's a  
 13 deposition.  
 14 A. I would say --  
 15 MR. GAUSTAD: I understand.  
 16 THE DEPONENT: Can I answer?  
 17 MR. GAUSTAD: If you need -- to the  
 18 best of your ability to --  
 19 A. To the best of --  
 20 Q. (By Mr. Morley) With the --  
 21 A. To the best of my knowledge, at the  
 22 end of that year I tried to get a 28-cent  
 23 contract, contract. 28 cents.  
 24 Q. 28 cents.  
 25 You, you tried --

59

1 A. I had --  
 2 Q. -- to and you, you couldn't --  
 3 A. No.  
 4 Q. -- or what?  
 5 A. They wouldn't -- they took them  
 6 off.  
 7 And beans come on the Board next --  
 8 or they didn't have any contracts -- bean --  
 9 beans, beans come on the Board next fall at 15  
 10 to 25.  
 11 And they dropped again.  
 12 So --  
 13 Q. Okay.  
 14 MR. MORLEY: All right, well, I  
 15 hope that makes sense to somebody. I, I don't  
 16 have any other questions.  
 17 MR. SCHROEDER: I have a follow-up  
 18 to that.  
 19  
 20 EXAMINATION  
 21 BY MR. SCHROEDER:  
 22 Q. So have you reviewed the Public  
 23 Service Commission's report in this case?  
 24 A. No.  
 25 Q. No, okay.

60

1 THE DEPONENT: Was I supposed to?  
 2 Q. (By Mr. Schroeder) The, the report  
 3 is, is claiming as of December 19, 2014, the  
 4 price would be twenty -- \$23 per hundredweight.  
 5 Do you have anything to dispute  
 6 the, the price of \$23 per hundredweight?  
 7 A. On when?  
 8 Q. December 19, 2014.  
 9 MR. GAUSTAD: Dispute -- in what  
 10 context? Dispute with respect to his claim?  
 11 Dispute --  
 12 Q. (By Mr. Schroeder) What facts  
 13 would you have to dispute that?  
 14 A. The beans are -- well, they're,  
 15 they're going to dock -- well, so are you  
 16 saying -- is that what the market price was or  
 17 is that what --  
 18 What I'm saying is, if you have --  
 19 we had -- for every year you hold a bean, you  
 20 lose a buck.  
 21 Why? Discolor.  
 22 That's why, try to get rid of them  
 23 and then it's their problem.  
 24 You, you know, you get a little  
 25 leery about storage issues, the color.

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1 You know, beans aren't very good to  
 2 handle in the winter in North Dakota. Because  
 3 of cracking and stuff like that.  
 4 Q. Is it -- so would you agree or  
 5 disagree with 23 cents per hundredweight in  
 6 December of 2014?  
 7 A. I don't think I'll comment.  
 8 Because I don't -- no, I -- no.  
 9 Q. You don't know?  
 10 A. I don't know.  
 11 Q. Okay.  
 12 MR. SCHROEDER: That's all.  
 13 MR. GAUSTAD: All right.  
 14 Nothing?  
 15 MR. ARMSTRONG: Nothing.  
 16  
 17 EXAMINATION  
 18 BY MR. MORLEY:  
 19 Q. That would be pretty close to your  
 20 speculation? You said you couldn't get 28.  
 21 23, I mean, we're, we're in the ballpark?  
 22 MR. GAUSTAD: Well, are we arguing  
 23 or are we asking?  
 24 Q. (By Mr. Morley) No, are we?  
 25 Right? Are we in the ballpark? From your

62

1 speculation.  
 2 A. In 2014?  
 3 Q. Yes, sir.  
 4 A. In 2014, I would speculate you are.  
 5 Q. Okay.  
 6 MR. MORLEY: That's all, sir.  
 7 Thank you.  
 8 MR. GAUSTAD: You have a right to  
 9 read and review. She's very good and others  
 10 have waived, but we'll go ahead and, and, and  
 11 read.  
 12 THE DEPONENT: Okay.  
 13 COURT REPORTER: Thank you.  
 14 (Whereupon, the deposition was  
 15 concluded at 2:20 o'clock p.m.)  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

63

1 I, BRENT BALDWIN, do hereby certify  
 2 that the foregoing 62 pages contain a full,  
 3 true and correct transcript of the testimony as  
 4 given by me at the aforesaid time and place  
 5 with corrections, if any, as noted on the  
 6 attached sheet or sheets.  
 7  
 8  
 9  
 10  
 11  
 12  
 13 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

\_\_\_\_\_  
 Brent Baldwin

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1 NOTARY-REPORTER'S CERTIFICATE  
 2 STATE OF NORTH DAKOTA )  
 3 COUNTY OF GRAND FORKS ) ss  
 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 62  
 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*  
 JOY FILIPSKI  
 NOTARY PUBLIC  
 STATE OF NORTH DAKOTA, Grand Forks County, North Dakota  
 My Commission Expires OCTOBER 30, 2020

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.

Civil No. 18-2015-CV-00240

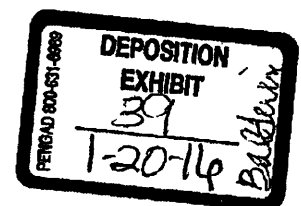
**CLAIM OF  
BRENT BALDWIN**

\_\_\_\_\_  
PSC Case No. GE-15-36  
\_\_\_\_\_

[¶1] Brent Baldwin asserts a claim in the above-entitled proceeding, based upon his quantity of 2,220.36 hundred weight (cwt.) of beans, for 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 since the date of the insolvency of Defendant Grand Forks Bean Company, Inc. Pursuant to the Court's Amended Order Appointing Trustee (Court Doc. No. 26), Brent Baldwin asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. occurred on or before December 19, 2014.

[¶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**.

[¶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 11<sup>th</sup> day of May, 2015.

**PEARSON CHRISTENSEN, PLLP**

Daniel L. Gatstad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4<sup>th</sup> Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

[dan@grandforkslaw.com](mailto:dan@grandforkslaw.com)

[jquinn@grandforkslaw.com](mailto:jquinn@grandforkslaw.com)

Attorneys for Brent Baldwin

*[balance of page intentionally left blank]*

STATE OF NORTH DAKOTA

)

) ss. VERIFICATION

)

COUNTY OF Pembina

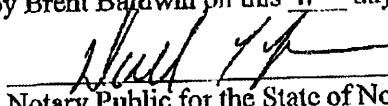
[¶6] Brent Baldwin, being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 11<sup>th</sup> day of May, 2015.



BRENT BALDWIN

Subscribed and sworn to before me by Brent Baldwin on this 11<sup>th</sup> day of May, 2015.



Notary Public for the State of North Dakota

DANIEL L. JOHNSON  
Notary Public  
State of North Dakota  
My Commission Expires Feb. 2, 2017

# 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 pinde 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:

\$ 45<sup>00</sup> per cwt., clean bean basis, #1's.

\$ 44<sup>00</sup> per cwt., clean bean basis, #2's.

\$ 43<sup>00</sup> 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 Pinto 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:

\$ 1.10 <sup>up</sup> ~~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 \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
 Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 5  
 Splits 24 %Pick 1.28 %FM 4  
 Moist 134 % 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 re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April 30th 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 \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
 Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 5  
 Splits 234 %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 re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April 30th 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 \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
 Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 5  
 Splits 28 %Pick 2.16 %FM 9.2  
 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 re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April 30th 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:

97300 Vehicle & Grain...LBS  
 35430 Vehicle.....LBS  
 621870 Gross Grain.....LBS  
 1856 Dockage.....LBS  
 60014 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

02698

DATE 9/23/13

Name PRENT BALDWIN

Name FREIGHT TO BALDWIN FORTS IMON DRIVER OFF

Address

Kind \_\_\_\_\_ Grade 1 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 thirty 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

PRICE LATER MARKETING AGREEMENT 1108

COMPANY Grand Forks Bean Co., Inc.  
GROWER WALDWIN 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 access 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 the company 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 \$~~00.00~~<sup>00493</sup> per day per owt applies.

Dated this 12 day of SEPTEMBER, 2013.

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 [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



Brent Baldwin

<u>Scale Ticket Number</u>	<u>Date</u>	<u>Net Grain in Pounds</u>
		<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	60,014.00
<b>Subtotals</b>		222,036.00
<b>Less Sold</b>		<u>0.00</u>
<b>Totals in Pounds</b>		<u>222,036.00</u>
<b>Totals in CWT</b>		<u>2,220.36</u>

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.

Civil No. 18-2015-CV-00240

**CLAIM OF  
BALDWIN FARMS, INC.**

---

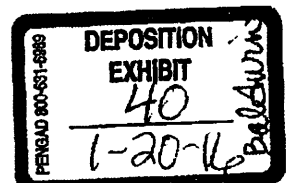
PSC Case No. GE-15-36

---

[¶1] Baldwin Farms, Inc., asserts a claim in the above-entitled proceeding, based upon its quantity of 1,005.71 hundred weight (cwt.) of beans, for 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 since the date of the insolvency of Defendant Grand Forks Bean Company, Inc. Pursuant to the Court's Amended Order Appointing Trustee (Court Doc. No. 26), Baldwin Farms, Inc. asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. occurred on or before December 19, 2014.

[¶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**.

[¶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 11<sup>th</sup> day of May, 2015.

**PEARSON CHRISTENSEN, PLLP**

Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4<sup>th</sup> Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

[dan@grandforkslaw.com](mailto:dan@grandforkslaw.com)

[jquinn@grandforkslaw.com](mailto:jquinn@grandforkslaw.com)

Attorneys for Baldwin Farms, Inc.

*[balance of page intentionally left blank]*

STATE OF NORTH DAKOTA

)

) ss. VERIFICATION

COUNTY OF Pembina

)

[16] Buzz Baldwin, as the 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 11<sup>th</sup> day of May, 2015.

BALDWIN FARMS, INC.

Buzz Baldwin

BY: Buzz Baldwin

Its: President

Subscribed and sworn to before me by Buzz Baldwin, as President of Baldwin Farms, Inc. on this 11<sup>th</sup> day of May, 2015.

Daniel L. Johnson

Notary Public for the State of North Dakota

DANIEL L. JOHNSON  
Notary Public  
State of North Dakota  
My Commission Expires Feb. 2, 2017

# 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 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 \$00493~~0000~~ 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.Y.

Seller

Exhibit A

Comments:

93290 Vehicle & Grain..LBS  
 35450 Vehicle.....LBS  
 57840 Gross Grain.....LBS  
 2684 Dockage.....LBS  
 55156 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

02685

DATE 9/17/13  
 Name BARNUM 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

0.2659

DATE 9/13/13  
 Name BARNUM FARMS INC  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. S  
 Splits 1.6 \_\_\_\_\_ %Pick 32 %FM 2.2 %  
 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  
 516460 Gross Grain.....LBS  
 1028 Dockage.....LBS  
 55432 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

0.2659

DATE 13/13  
 Name BARNUM FARMS INC  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. S  
 Splits 2.2 \_\_\_\_\_ %Pick 2 %FM 2.2 %  
 Moist 14.6 \_\_\_\_\_ % 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 BARNUM FARMS INC

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Pinto Grade \_\_\_\_\_ Bin No. ES

Splits 83 %Pick 4 %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 1st 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 BARNUM FARMS INC

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_

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 1st 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  
61290 Gross Grain.....LBS  
1588 Dockage.....LBS  
65702 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02651

DATE 12/13

Name ADMIN FARMS INC

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Pinto Grade \_\_\_\_\_ Bin No. ES

Splits 64 %Pick 4 %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 1st of each year.

Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

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

ND FORKS BEAN CO, INC.  
AND FORKS, NORTH DAKOTA 58203

4005.71 cwt

3000 sold

1005.7' cwt left

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 BATSWIN FARMS INC

Name \_\_\_\_\_ DRIVER  ON  OFF

Address \_\_\_\_\_

Kind Picks 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

GRAND FORKS BEAN COMPANY, INC.

705,6

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 WALDWIN FARMS, INC. / Brent Baldwin

ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo 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 a crop 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 the company 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 JAN 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 ~~\$0.0000~~ 00493 per day per owt applies.

Dated this 12 day of SEPTEMBER, 2013.

6,226.07 cwt  
 43,000.00 > 12/27/13  
 3,226.07

Grand Forks Bean Co., Inc. [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.  
[Signature] 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	55,156.00
Subtotals		400,571.00
Less Sold (in pounds)	12/27/2013	(300,000.00)
Totals in Pounds		<u>100,571.00</u>
Totals in CWT		<u>1,005.71</u>

**Richter, Susan K.**

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**From:** Brent Baldwin <baldwin@polarcomm.com>  
**Sent:** Saturday, December 20, 2014 1:01 PM  
**To:** Richter, Susan K.  
**Subject:** Claim

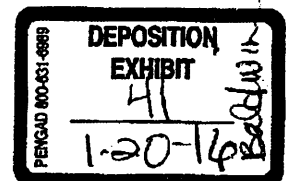
Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks,

Brent Baldwin  
Baldwin Farms, Inc.

Sent from my iPhone



<p><b>\$</b></p> <p><b>\$135,000</b> [1] - 55:18  <b>\$23</b> [2] - 60:4, 60:6  <b>\$39</b> [2] - 43:12, 44:6  <b>\$45</b> [2] - 54:22, 55:2  <b>\$6</b> [1] - 42:6</p>	<p><b>23</b> [2] - 61:5, 61:21  <b>25</b> [1] - 59:10  <b>27</b> [1] - 3:14  <b>28</b> [3] - 58:23, 58:24, 61:20  <b>28-cent</b> [1] - 58:22  <b>2:20</b> [1] - 62:15</p>	<p><b>62</b> [2] - 63:2, 64:12</p>	<p>61:15  <b>Armstrong</b> [4] - 3:5, 54:24, 55:14, 55:16</p>	<p>22:11, 24:8, 25:9, 25:10, 25:18, 26:3, 27:8, 27:17, 27:24, 28:5, 28:14, 28:18, 29:3, 29:14, 29:16, 29:22, 30:6, 30:10, 30:19, 31:7, 31:8, 31:21, 32:6, 32:7, 32:12, 33:2, 34:7, 36:7, 36:12, 39:8, 39:9, 43:16, 43:21, 43:24, 44:2, 44:7, 46:18, 48:12, 51:2, 53:20, 54:1, 54:12, 55:15, 55:17, 56:21, 56:25, 57:4, 63:9</p>
<p><b>1</b></p> <p>'13 [1] - 57:15  '14 [5] - 27:3, 40:25, 49:5, 49:6, 57:16</p>	<p><b>3</b></p> <p><b>3,000</b> [13] - 17:11, 29:11, 30:1, 30:7, 30:12, 34:20, 35:7, 35:24, 35:25, 38:23, 56:8, 57:2  <b>3,000-bag</b> [1] - 38:15  <b>300,000</b> [1] - 34:20  <b>3100</b> [2] - 2:9, 4:10  <b>36</b> [2] - 37:16, 37:17  <b>38</b> [3] - 36:5, 43:4, 44:5  <b>39</b> [10] - 3:13, 17:13, 17:15, 21:19, 31:23, 36:5, 42:25, 44:3, 44:4, 54:21</p>	<p><b>7</b></p> <p><b>701</b> [1] - 46:12</p>	<p><b>assert</b> [1] - 26:9  <b>asserting</b> [1] - 28:6  <b>asserts</b> [1] - 26:3  <b>Association</b> [3] - 2:8, 4:3, 5:4  <b>assume</b> [2] - 6:9, 28:24  <b>assumed</b> [1] - 50:22  <b>assuming</b> [1] - 20:7  <b>attached</b> [5] - 19:22, 29:21, 31:14, 31:22, 63:6  <b>attend</b> [1] - 49:15  <b>attended</b> [1] - 49:13  <b>attention</b> [1] - 14:14  <b>attorney</b> [2] - 6:2, 50:19  <b>Attorney</b> [2] - 4:3, 5:3  <b>authorization</b> [1] - 56:18  <b>Auto</b> [2] - 1:7, 2:3  <b>Auto-Owners</b> [2] - 1:7, 2:3  <b>available</b> [1] - 24:4  <b>avenue</b> [1] - 6:22</p>	<p><b>Baldwin's</b> [3] - 5:14, 10:6, 10:7  <b>ballpark</b> [2] - 61:21, 61:25  <b>Bank</b> [3] - 2:8, 4:3, 5:3  <b>bank</b> [3] - 25:5, 25:16, 25:22  <b>based</b> [3] - 8:21, 29:17, 44:9  <b>basketball</b> [2] - 7:24, 8:1  <b>bean</b> [12] - 19:25, 20:5, 21:5, 26:4, 34:3, 41:6, 48:16, 54:21, 55:20, 56:4, 59:8, 60:19  <b>Bean</b> [38] - 1:6, 15:10, 15:11, 15:12, 15:13, 15:16, 15:17, 15:19, 16:15, 16:18, 16:20, 17:3, 20:10, 26:10, 28:7, 31:17, 31:25, 32:3, 33:10, 33:21, 34:8, 35:8, 39:3, 39:9, 39:13, 39:21, 39:24, 44:17, 47:17, 48:3, 48:23, 49:25, 50:20, 52:16, 53:21, 53:25, 54:11  <b>beans</b> [89] - 14:25, 15:2, 15:18, 16:9, 16:10, 17:4, 17:9, 18:10, 19:21, 20:17, 28:8, 29:2, 30:8, 31:8, 31:16, 31:24, 33:10, 33:21, 34:7, 34:8, 34:11, 34:14, 34:21, 35:13, 36:13, 37:2, 37:5, 37:18, 37:19, 39:4, 39:9, 39:13, 39:20, 39:23, 40:5, 40:15, 40:17, 41:5, 41:9, 41:13, 41:14, 42:23, 44:14,</p>
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