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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 DEPOSITION OF NICK ADAMS
 10 January 19, 2016

11
 12 A p p e a r a n c e s :
 13
 14 For the Petitioner:
 15 SMITH BAKKE PORSBORG SCHWEIGERT & ARMSTRONG
 16 P. O. Box 460
 17 Bismarck, North Dakota 58502-0460
 18 By: MITCHELL D. ARMSTRONG, ESQ.

19 For the Claimants Nick Adams, Ron Adams and
 20 Chuck Nelson:
 21 CAMRUD, MADDOCK, OLSON & LARSON, LTD.
 22 P. O. Box 5849
 23 Grand Forks, North Dakota 58208-5859
 24 By: RUSS J. HELLAND, ESQ.

25 For the Claimants Brent Baldwin, Baldwin
 Farms, Inc., and Duane Altendorf:
 PEARSON CHRISTENSEN, PLLP
 P. O. Box 5758
 Grand Forks, North Dakota 58208-5758
 By: DANIEL L. GAUSTAD, ESQ.

1 I N D E X
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 3 DEPONENT: PAGE NO.
 4 NICK ADAMS
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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 For Bremer Bank, National Association:
 10 ZIMNEY FOSTER P.C.
 11 3100 South Columbia Road, Suite 200
 12 Grand Forks, North Dakota 58201
 13 By: JOHN D. SCHRADER, ESQ.

14
 15
 16 Taken By: Joy Filipski, Court Reporter

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COPY

1 . . . The following is the Deposition
 2 of NICK ADAMS, 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 ZIMNEY FOSTER P.C., 3100
 11 South Columbia Road, Suite 200, Grand Forks,
 12 North Dakota, on Tuesday, January 19, 2016, at
 13 9:01 o'clock a.m., at which time counsel
 14 appeared as hereinbefore set forth . . .

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 21
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 25

5

1 N I C K A D A M S,
 2 a Claimant, of Grand Forks, North Dakota,
 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 his oath as
 8 follows:

9
 10 EXAMINATION
 11 BY MR. SCHROEDER:
 12 Q. All right. I'll have you go ahead
 13 and state your name for the record, please.
 14 A. Nicholas Eugene Adams.
 15 Q. All right. And have you ever given
 16 a deposition before?
 17 A. No.
 18 Q. Okay. Ever testified in a --
 19 before a Court before?
 20 A. No.
 21 Q. Okay. So I'll be asking you a, a
 22 series of questions. If you do not understand
 23 the question at any time, please tell me and
 24 I'll rephrase the question.
 25 If you answer the question, I'm

6

1 going to assume that you understood what I was
 2 asking you.
 3 A. Okay.
 4 Q. When I ask a question, can you
 5 please wait until I've completed the question
 6 before you start answering.
 7 And please give a, an audible
 8 answer, meaning, if it's a yes, please say yes,
 9 if it's no, please say no. Not a shake of the
 10 head or a yeah or an uh-huh.
 11 Okay. And if you need to take a
 12 break at any time, please let us know and we
 13 can, we can take a break.
 14 A. Okay.
 15 Q. Okay. And what's your age?
 16 A. 34.
 17 Q. 34.
 18 Okay. And what's your present
 19 address?
 20 A. I just moved to 2401 South 36th
 21 Street, Grand Forks.
 22 Q. Okay. And what's your educational
 23 background?
 24 A. I've got a -- went to Mayville
 25 State and I have a business degree.

7

1 Graduated from Central Valley High
 2 School.
 3 Q. What year did you get that business
 4 degree from Mayville State?
 5 A. I believe it was 2005.
 6 Q. And then after Mayville State, did
 7 you begin working?
 8 A. I started farming in 2000, while I

9 was going to college, and then I did an
 10 internship at a bank my last semester of
 11 college. And then I, I did work seasonally for
 12 three years in the -- as an ag lender.
 13 Q. So while you were working
 14 seasonally, you were still farming. Is that
 15 right?
 16 A. Correct.
 17 Q. Okay. What, what bank were you
 18 working for?
 19 A. Wells Fargo.
 20 Q. And you said for three years, so
 21 what three years would those -- that have been?
 22 A. Probably the winter -- well, --
 23 '06, '07 and '08 probably.
 24 Q. So two thous --
 25 A. I'm not sure, it -- two thousand --

8

1 I believe it was 2006, '07 and '08.
 2 Q. Okay. So are you still engaged,
 3 actively engaged in farming then?
 4 A. Yes.
 5 Q. Okay. And any other work besides
 6 farming at this point?
 7 A. No.
 8 Q. Okay. What, what crops do you
 9 typically grow?
 10 A. Well, edible beans, sugar beets,
 11 soybeans, wheat, barley, corn.
 12 Q. Okay. So in 2012, do you remember
 13 what, what you grew for crops in that crop
 14 year?
 15 A. I believe we had pinto beans, navy
 16 beans, corn, soybeans, wheat and sugar beets.
 17 Q. And you said "we", who do you mean
 18 by "we"?
 19 A. I farm with my dad -- or I --
 20 Q. We --
 21 A. -- should say I, but --
 22 I farm with my dad, but --
 23 Q. Okay.
 24 A. -- separately, so --
 25 I, I, instead of we.

9

1 Q. So the sugar beets, I assume you
 2 sold those to American Crystal; is that --
 3 A. Correct.
 4 Q. -- right?
 5 Okay. The wheat, what did you do
 6 with the wheat in 2012?
 7 A. I don't exactly know where I -- it
 8 either went probably to the local co-op or the
 9 North Dakota Mill.
 10 Q. What about the corn, do you
 11 remember what you did with the corn?
 12 A. Probably went between Reynolds
 13 United, Northwood Equity and Tharladson Esa --
 14 Ethanol in Casselton.
 15 Q. The navy beans, do you recall what
 16 you did with those?
 17 A. Not exactly, they either went to
 18 Central Valley Bean or ADM.
 19 Q. And the pinto beans, what did you
 20 do with the pinto beans?
 21 A. Well, some went to Grand Forks
 22 Bean, in Grand Forks, and -- I don't know if I
 23 had any more pinto beans that year. If I did,
 24 they went to Central Valley Bean.
 25 Q. Okay. So the, the wheat you

10

1 delivered to a local co-op. Do you recall,
 2 were you paid for the wheat right away or were
 3 you issued a warehouse receipt?
 4 A. I don't, I don't remember, I mean,
 5 back that far I guess.
 6 Q. Okay. If you had a copy of a
 7 warehouse receipt, you could get that to your
 8 attorney?
 9 A. Yes.
 10 Q. Okay. And, and the same, if you
 11 had a contract to se -- to sell your wheat, you
 12 could get that to your attorney?
 13 A. Yes.
 14 Q. Okay. And if I ask for those,
 15 would you agree to provide those?
 16 MR. MELLAND: Well, subject to an
 17 objection for relevancy, I guess, but I don't
 18 know that we'd have an issue.
 19 MR. SCHROEDER: Okay.
 20 Q. (By Mr. Schroeder) And the same
 21 with the, the corn and the navy beans, if you
 22 had a warehouse receipt, a copy of a warehouse
 23 receipt or a copy of a, another contract, you
 24 could get those to your attorney, subject to
 25 the same objection?

11

1 A. Yes.
 2 Q. Okay. And regarding the pinto
 3 beans and, and Central Valley Bean, do you
 4 recall if you delivered those under a warehouse
 5 receipt or some other arrangement?
 6 A. I do not remember. I don't know if
 7 I delivered any there or not, I -- I don't
 8 recall.
 9 Q. Okay. Have you delivered pinto
 10 beans to Central Valley Bean in any other year?
 11 A. Yes.
 12 Q. When was the last time?
 13 A. I haven't grown pinto beans since
 14 2012, so it'd be 2012 or earlier.
 15 MR. SCHROEDER: Can you . . .
 16 (Whereupon, there was discussion
 17 off the record.)
 18 (Whereupon, Deposition Exhibit No.
 19 26, Adams, was marked for identification.)
 20 Q. (By Mr. Schroeder) Showing you
 21 what's been marked as Deposition Exhibit No.
 22 26.
 23 Would you agree that's the, the
 24 claim that you filed in the, with the Court in
 25 this matter?

12

1 A. Yes.
 2 Q. Okay. So your assertion is that
 3 Grand Forks Bean owes you a certain amount
 4 based on 908.55 hundredweight of beans. Is
 5 that right?
 6 A. Yes.
 7 Q. And those are pinto beans?
 8 A. Yes.
 9 Q. Okay. And, and you're asserting
 10 that that -- that the dollar amount of your
 11 claim is 29,982.15 as a principal amount. Is
 12 that right?
 13 A. Correct.
 14 Q. Okay. And that's based on a price
 15 of -- a, a dollar amount of \$33 per
 16 hundredweight. Is that right?
 17 A. Yes.
 18 Q. Okay. How, how did you determine
 19 \$33 per hundredweight?
 20 A. I don't know.
 21 THE DEPONENT: Is that --
 22 MR. MELLAND: If you recall.
 23 A. I believe we just went off whatever
 24 the Board price was at that time, but I guess I
 25 don't exactly recall.

13

1 Q. (By Mr. Schroeder) And at -- when
 2 you mean -- say "at that time", what do you
 3 mean "at that time"?
 4 A. Can you restate the question?
 5 Q. So, so you said it was the Board
 6 price at that time. What time were you
 7 referring to?

8 A. I don't remember the exact date

9 when we, we -- (no further response.)
 10 Q. So you don't really know the basis
 11 for choosing \$33 a hundredweight. Is that
 12 right?

13 A. I don't recall where -- exact point
 14 in time we put the 33 on there.

15 Q. So you never had an agreement with
 16 Grand Forks Bean to sell 908.55 hundredweight
 17 of beans for \$33 a hundredweight?

18 A. No.

19 Q. Okay.

20 A. It was just the, the market price
 21 at that time when we tried to sell them.

22 Q. And -- but you don't know what time
 23 that was?

24 A. I'd have to go back in our notes, I
 25 guess. I don't know if we have any -- not

14

1 notes, but just -- I don't know at this time.

2 Q. Okay. Do you have any notes that
 3 you've provided to your attorney?

4 A. They should all be in that --

5 THE DEPONENT: Is it that -- is it
 6 discovery document or whatever that --

7 A. Whatever we gave you.

8 Q. (By Mr. Schroeder) Okay. And we
 9 can go -- we'll go through those.

10 So of this 908.55 hundredweight, do
 11 you have any agreement with Grand Forks Bean
 12 for the sale of those beans?

13 A. No.

14 Q. Okay. I'll have you turn to the
 15 last page of that Exhibit 26.

16 Have, have you seen that document
 17 before?

18 A. Yes.

19 Q. Okay. And what do you understand
 20 that document to be?

21 A. Well, I'd delivered two loads of
 22 pinto beans on September 15. And the two --
 23 there's two ticket numbers and --

24 It shows the dockage and the, the
 25 net grain amount.

15

1 Q. Okay.
 2 A. And the total.
 3 Q. So September 15, 2012, did you
 4 deliver those pinto beans to Grand Forks Bean
 5 yourself?
 6 A. Probably not. It's probably an
 7 employee.

8 Q. So it would have been somebody

9 hired directly by you?

10 A. (No verbal response.)

11 Q. Okay.

12 A. Yes.

13 Q. Do you know what employee it would
 14 have been?

15 A. No.

16 Q. Okay. How many employees did you
 17 have in September of 2012?

18 A. I don't recall.

19 Q. More than ten?

20 A. No.

21 Q. Do you have any, any employees
 22 currently working for you that were working for
 23 you in 2012?

24 A. Yes.

25 Q. Okay. What are their names?

16

1 A. Tony Young.
 2 Lee Young.

3 I'd have to look back, I've got a
 4 couple guys that I'm not sure if they
 5 started -- if they were working in 2012 or not.

6 Q. Okay. What's Tony's, Tony Young's
 7 address?

8 A. I don't know.

9 Q. But you could get that information.
 10 Is that right?

11 A. Yes.

12 Q. Okay. Lee Young, do you know his
 13 address?

14 A. No.

15 Q. Do you know either of their phone
 16 numbers?

17 A. I could get them on my phone.

18 Q. Can you do that?

19 THE DEPONENT: Is that --
 20 MR. MELLAND: Yeah.

21 A. Lee is (218) 639-1606.
 22 Tony is (218) 779-4505.

23 Q. (By Mr. Schroeder) And what does
 24 Tony do for, for you as an employee?

25 A. He's mainly a mechanic and he's

17

1 truck driving.

2 Q. And by "truck driving", do you

3 mean -- what do you mean?

4 A. He hauls grain, sugar beets, any

5 commodity we grow.

6 Q. Okay. And Lee Young, what does Lee

7 do for you as an employee?

8 A. He runs our grain drill, mows

9 ditches and hauls grain, sugar beets.

10 Q. Now that we've talked about some of

11 these employees that you do recall, any others

12 you recall from September of 2012?

13 A. No.

14 Q. Okay. And you maintain payroll

15 records. Is that right?

16 A. Yes.

17 Q. Okay. And, and your payroll

18 records would reveal who your employees --

19 A. Correct.

20 Q. -- are?

21 And you, you still have payroll

22 records for September of 2012?

23 A. Yes.

24 Q. Okay. And, again, you could

25 provide those to your attorney, who could get

18

1 those to me?

2 A. Yes, if it's relevant.

3 Q. Would those payroll records be with

4 any accounting firm?

5 A. We currently do our payroll records

6 with AgCountry in Grand Forks. I do not

7 remember when we started with them, so possibly

8 with them.

9 Q. Who would you have used before

10 AgCountry?

11 A. We just did it ourselves prior.

12 Q. Your, your employees in September

13 of 2012, would you pay them with check?

14 A. Yes.

15 Q. Okay. What, what bank was that

16 check drawn on?

17 A. I believe Bremer Bank.

18 Q. Anywhere else you bank at?

19 A. We banked at Wells Fargo for a

20 couple years, but I believe that was prior to

21 '12.

22 Q. Okay. So since 2012, it's just

23 been Bremer?

24 A. Yes.

25 Q. Okay.

19

1 A. I believe so.

2 I'd have to check. I'm not sure.

3 Q. I'll have you turn to the, let's

4 see, third page of that Exhibit 26.

5 Marked Exhibit A.

6 Do you recognize that document?

7 A. Yes.

8 Q. Okay. And what, what do you

9 recognize that document to be?

10 A. It is labeled as a Price Later

11 Marketing Agreement.

12 Q. Okay. And the company at the top,

13 that's Grand Forks Bean Company, Incorporated.

14 Is that right?

15 A. Yes.

16 Q. Okay. And then the -- listed as

17 growers, Adams, comma, Nick. Is that right?

18 A. Yes.

19 Q. Okay. Is that a reference to you?

20 A. Yes.

21 Q. Okay. And then the address has

22 Reynolds, North Dakota. Is that right?

23 A. Yes.

24 Q. Where were you living in September

25 of 2012?

20

1 A. In Reynolds, --

2 Q. Okay.

3 A. -- at our farm.

4 Q. Okay. And how about in November of

5 2013, where were you living?

6 A. In Reynolds.

7 Q. Okay. And you see at the bottom

8 where there, there's a line that says: Grower?

9 And then there's the writing: Nick Adams. Is

10 that your signature?

11 A. No.

12 Q. Okay. And the -- below that, do

13 you see a, a box that has some writing in it

14 and the initials: NA?

15 A. Yes.

16 Q. Okay. Are those -- were those

17 initials written on there by you?

18 A. No.

19 Q. Okay. When, when's the first time

20 you saw this document?

21 A. I received it in an e-mail from Sue

22 Richter at the PSC. And I don't recall the

23 date, it should be in there.

24 Q. Did you authorize anybody else to

25 sign your name on this agreement?

21

1 A. No.
 2 Q. And the same for the initials, did
 3 you authorize anybody else to initial the
 4 document for you?
 5 A. No.
 6 Q. Okay. Tony Young, what type of
 7 things does Tony handle for you as an employee?
 8 A. Well, I mean, all general farm

9 labor. He mainly does a lot of mechanic work
 10 for us and trucking commodities and pick some
 11 rocks.
 12 Q. Okay.
 13 A. Pretty much covers it.
 14 Q. So trucking commodities, would you
 15 say he's a, a primary representative for
 16 dealing with elevators?
 17 A. No.
 18 Q. Okay. What's, what's his role in
 19 dealing with grain elevators?
 20 A. He hauls the grain there and dumps
 21 it and they give him a scale ticket, there's --
 22 he's not authorized to make any decisions.
 23 Q. Okay. The same for Lee Young,
 24 Young, what's his role in interacting with
 25 grain elevators for you?

22

1 A. He hauls the grain there and dumps
 2 it and collects a scale ticket and isn't
 3 authorized to make any decisions for me.
 4 Q. On the bottom of that third page of
 5 Exhibit 26, do you believe Tony Young's writing
 6 is the writing that says Nick Adams?
 7 A. No.
 8 Q. What about Lee Young, do you think
 9 that's Lee Young's writing?
 10 A. No.
 11 Q. Do you have an idea whose writing
 12 that might be?
 13 A. I assume it's Todd McGurk's.
 14 Q. What makes you think it's Todd
 15 McGurk's?
 16 A. I don't know. It's an assumption.
 17 Q. Do you remember where you
 18 celebrated Thanksgiving in 2013?
 19 A. At my dad's house in Grand Forks.
 20 Q. Okay. Do you remember what you
 21 were doing the day before Thanksgiving in 2013?
 22 A. I believe we were working in the
 23 field.
 24 Q. Okay. Do you recall any telephone
 25 calls with anyone at Grand Forks Bean the day

23

1 before Thanksgiving in 2013?
 2 A. Not that I remember.
 3 Q. Okay. Have you ever been to the
 4 Grand Forks Bean Company facility in Grand
 5 Forks?
 6 A. Yes.
 7 Q. What -- when was the last time you
 8 were there?

9 A. I don't remember the exact date.
 10 Q. Would it have been before or after
 11 November 27, 2013?
 12 A. After.
 13 Q. Would it have been in the winter?
 14 A. Yes.
 15 Q. Okay. So the winter of --
 16 A. Probably the winter of '14.
 17 Q. Winter of '14?
 18 Any other time before you were
 19 there in the winter of 2014?
 20 A. In, in between this date or --
 21 Q. Right. So in between November of
 22 2013, to the winter of 2014.
 23 A. I don't remember.
 24 Q. Okay. Do you recall any times
 25 prior to November of 2013 that you were at the

24

1 Grand Forks Bean facility?
 2 A. Yeah, I mean, over the years I've
 3 been there quite a bit. I don't remember
 4 specific dates, but -- (no further response.)
 5 Q. Do you recall any posted notices or
 6 license documents or anything at Grand Forks
 7 Bean?
 8 A. No.
 9 Q. No, okay.
 10 Other than the, the documents filed
 11 with your claim, which is that Exhibit 26, any
 12 other documents between you and Grand Forks
 13 Bean Company relating to this 908.55
 14 hundredweight?
 15 A. There should have been two scale
 16 tickets. You know, individual scale tickets.
 17 Other than that, no.
 18 Q. Okay. So the, the individual scale
 19 tickets with -- matching the numbers referenced
 20 on the last page of that Exhibit. Is that
 21 right?
 22 A. Yes.
 23 Q. Okay. Who was your contact person
 24 at Grand Forks Bean?
 25 A. Todd McGurk.

25

1 Q. Anybody else from Grand Forks Bean
2 that you interacted with?

3 A. Well, I'd interact with the
4 driveway guys, but any time it --

5 Q. What were the interactions with the
6 driveway guys related to?

7 A. Just kind of when they're open,
8 their hours.

9 Just regular conversation.

10 Q. Okay. Not really business kind of
11 talk?

12 A. Correct.

13 Q. Okay. How did, how did you contact
14 Todd McGurk?

15 A. By telephone.

16 Q. Any e-mail contact with Todd McGurk
17 at Grand Forks Bean?

18 A. I believe one e-mail on some seed.
19 I'm not sure if it was 2012 or prior, but --
20 There might have been an e-mail on
21 some seed.

22 Q. Okay. Meaning, some seed you
23 purchased from Grand Forks Bean Company?

24 A. That -- like a price list for some
25 seed that we were looking at purchasing.

26

1 Q. Okay. Did you purchase any seed
2 from Grand Forks Bean Company? Ever?

3 A. Yeah, in the past we have. I don't
4 know if, 2012, if we did or not.

5 Q. Okay. Who else would you have
6 bought seed from in 2012, if it wasn't Grand
7 Forks Bean?

8 A. Central Valley Bean.

9 Q. Okay. Any text message contact
10 with Todd McGurk?

11 A. No.

12 Q. Okay.

13 All right. What's the last date
14 you had telephone contact with Todd McGurk?

15 A. I don't remember the exact date.

16 Q. Okay. What's the last conversation
17 you recall having with Todd McGurk?

18 A. It was about, I guess, all these
19 beans.

20 Q. Okay. Do you recall what date that
21 was?

22 A. No.

23 Q. Okay. Would that have been after
24 November 27 of 2013?

25 A. I believe so.

27

1 Q. Okay. Would it have been after
2 July of 2014?

3 A. I don't recall the day he passed
4 away, but it would have been obviously before
5 that.

6 Q. Okay. Any contact with Tad McGurk?
7 A. Yes.

8 Q. Okay. What's that contact been?
9 A. We met as a group of farmers and
10 went in there to talk to him and -- (no further
11 response.)

12 Q. Do you recall when that was?
13 A. Not the exact date.

14 Q. Do you remember the month?
15 A. No. Not -- I don't.
16 I could find out, but no, I don't
17 remember.

18 Q. How could you find out?
19 A. Hopefully one of the other growers
20 would recall.

21 Q. Okay.

22 A. I didn't have the date written
23 down, so I don't recall the date.

24 Q. Have you had any conversations with
25 any of the other persons who filed a claim in

28

1 this matter since, let's start, January 1 of
2 2014?

3 A. I don't have a timeline of all the
4 dates.

5 I don't -- did you say January 1 of
6 '14?

7 Q. Uh-huh.

8 A. I don't, I don't recall specific
9 dates.

10 Q. Okay. Well, I think you've had
11 contact with Ron Adams, right?

12 A. Yes.

13 Q. That's -- who, who is that?
14 A. My dad.

15 Q. That's your dad, okay.
16 What have your discussions with
17 your dad been regarding Grand Forks Bean?

18 A. Well, just, I guess, general
19 conversation when we're getting our documents
20 together I guess.

21 Q. What about Curt Amundson, do you
22 recall any discussions with Curt Amundson
23 regarding Grand Forks Bean?

24 A. He would have been the only other
25 grower I would have talked to, just touching

<p>29</p> <p>1 base and seeing where things are at. 2 Q. When was -- when would you have 3 talked with Curt Amundson? 4 A. I don't remember the date. 5 Q. Okay. Do you remember a month? 6 A. No. 7 Q. Okay. Would you -- you said 8 "touching base and seeing where things are at" 9 what do you mean? 10 A. When was the claim filed, was it 11 prior to January 1, '14 or after? 12 I don't remember the timeline is 13 why I'm asking you I guess, so -- 14 Q. Okay. Would it have been after 15 Todd had died? 16 A. Yes. 17 Q. Okay. And again, what, what do you 18 mean -- what did you mean by "seeing where 19 things are at" in your discussions -- 20 A. Just seeing -- 21 Q. -- with Curt? 22 A. -- if there -- anything more on 23 what was going on with Grand Forks Bean. 24 Q. Did you discuss how many beans you 25 had delivered to Grand Forks Bean?</p>	<p>31</p> <p>1 A. Yes. 2 Q. Okay. Where was that meeting at? 3 A. We just all met at Grand Forks 4 Bean. 5 Q. Was Tad McGurk there? 6 A. Yes. 7 Q. Okay. Well, what did Tad tell you 8 at that meeting? 9 A. He's not a very receptive guy to 10 talk to and -- 11 He told us he needed some more time 12 and -- 13 So -- 14 That was about it. 15 Q. Okay. Any contact with Beth, Beth 16 Nelson? 17 A. The only contact I had with the 18 rest of the growers that are involved in this 19 claim was when we all got together. 20 Q. Okay. Can you describe the contact 21 you've had with anybody at the Public Service 22 Commission? 23 A. I believe the only person I've had 24 contact with at the Public Service Commission 25 is Sue Richter.</p>
<p>30</p> <p>1 A. No. 2 Q. What did Curt tell you about Grand 3 Forks Bean? 4 A. That, just that he was having a 5 tough time getting ahold of his brother, Tad, 6 that was running Grand Forks Bean after his 7 death. 8 Q. Did Curt discuss any type of plans, 9 how to resolve your, your issues with Grand 10 Forks Bean? 11 A. Yes. 12 Q. Okay. What, what did you discuss? 13 A. We discussed working with Grand 14 Forks Bean to get our beans out of there. 15 Q. Any contact with Jon or Steve 16 Nelson? 17 A. The first time I met them was we 18 got together as growers, those -- the only 19 contact was that time. 20 Q. And you talked about this meeting 21 of growers that -- but you don't recall 22 specifically when that was? 23 A. No. 24 Q. But, but it would have been after 25 Todd had died. Is that right?</p>	<p>32</p> <p>1 Q. Do you recall the first day you 2 contacted Sue? 3 A. Again, not specific dates. 4 Q. Do you recall the month? 5 A. It was -- must have been November 6 or December. 7 Q. Of 2014 or '15? 8 A. Must have been '14. I guess I'd 9 have to look at the e-mail, but . . . 10 It was prior to my, filing my 11 Complaint, so whatever year that was, '14 I 12 believe. 13 (Whereupon, Deposition Exhibit No. 14 27, Adams, was marked for identification.) 15 Q. (By Mr. Schroeder) Showing you 16 what's been marked as Deposition Exhibit 27. 17 Do you recognize what that document 18 is? 19 A. Ye -- yes. 20 Q. And are those your Supplemental 21 Answers to some discovery requests that our 22 office served on your attorney? 23 A. Yes. 24 Q. Okay. I'll have you turn to the 25 document that's Bates stamped Nick Adams - 9.</p>

33

1 A. Okay.

2 Q. Can you explain what, what this

3 document is?

4 A. This is some notes I took regarding

5 this case.

6 Q. Do you recall what day you took

7 these notes?

8 A. No.

9 Q. Were you speaking with anybody when

10 you took these notes?

11 A. I don't remember.

12 Q. See the line that says: so what

13 does Bremer have? What's the word underneath

14 that line?

15 A. Filed.

16 Q. Filed, okay.

17 See at the bottom, does it look

18 like there's some e-mail addresses there?

19 A. Yes.

20 Q. Okay. Whose e-mail addresses are

21 those?

22 A. That must be Duane Altendorf and --

23 THE DEPONENT: Is it Brent or Bret

24 Baldwin? Is it Brent?

25 A. Brent Baldwin, Chuck Nelson.

34

1 Q. (By Mr. Schroeder) Okay. Have you

2 e-mailed either -- any of those e-mail

3 addresses?

4 A. I believe once.

5 Q. Okay. And was that regarding Grand

6 Forks Bean?

7 A. Yes.

8 Q. Okay. Did you provide any of those

9 e-mails to your attorney?

10 A. No.

11 Q. Okay. Can you?

12 A. Yes.

13 Q. Okay. And what, what did those

14 e-mails discuss regarding Grand Forks Bean?

15 A. (No verbal response.)

16 Q. Let's start with Duane Altendorf's.

17 So what did your e-mail to Duane Altendorf

18 discuss with Grand Forks Bean?

19 A. If I sent an e-mail, it would have

20 been one e-mail regarding, I believe that I was

21 filing a Complaint with the PSC.

22 Q. Okay. The, the same to the

23 baldwin@polarcomm.com, what, what did you

24 send -- what, what was in the e-mail --

25 A. It would have been --

35

1 Q. -- you sent --

2 A. -- the same for all three.

3 Q. Okay. Did you --

4 A. I don't, I don't recall if -- what

5 was sent or --

6 I was going -- I don't know if I

7 ever did.

8 Q. Okay. What e-mail address would

9 you have e-mailed those, to those?

10 A. What e-mail address I use?

11 Q. Right. What e-mail address do you

12 use?

13 A. Nadams52@hotmail.com.

14 Q. Any other e-mail addresses that

15 you've used in the past three years?

16 A. No.

17 Q. Okay. All right. I'll have you

18 turn to Bates Page 10?

19 A. Okay.

20 Q. Can you tell me what that document

21 is?

22 A. Just some notes I scratched when --

23 I don't recall if I was talking to Russ or Sue.

24 Just some notes I wrote.

25 Q. Where it says: U.S. District

36

1 Court, Complaint against Court -- do you agree

2 that's what it says there?

3 A. Yes.

4 Q. Okay. What do you -- what did you

5 mean by that note?

6 A. I don't know.

7 Q. Okay. And then the note that's the

8 line below that, what, what does that say?

9 A. Look at Trust Statement on website.

10 Q. Okay. And what is that note

11 referring to?

12 A. I was trying to find information

13 on -- for myself. And I don't know where that

14 came from.

15 Q. Do you know what website you'd be

16 referring to?

17 A. No.

18 Q. Okay. And the line below that,

19 what does that say?

20 A. I think it says: Probate Court.

21 Q. Okay. And what would that be a

22 reference to?

23 A. Again, the -- exploring our options

24 in this matter. I don't recall where that came

25 from, but -- just some notes.

37

1 Q. What do you mean by "exploring our
2 options"?

3 A. Just exploring what our rights in
4 this matter were.

5 Q. And then the line below that, what
6 does that say?

7 A. Have to go through North Dakota
8 Department of Ag.

9 Q. Okay. And what's that a note
10 referring to?

11 A. I'm not sure if this is all -- I
12 don't know. It's just some notes I scratched
13 down. I don't know if they're connected
14 together or what.

15 Q. Okay. I'll have you turn to what's
16 been Bates stamped Page 11?

17 A. Okay.

18 Q. Can you explain what this document
19 is?

20 A. Oh, this was a document that I was
21 typing up to send to the PSC.

22 Q. Okay. So it's something you typed.
23 There's some handwriting --

24 A. And then I --

25 Q. -- on --

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1 A. And then I wrote on the bottom of
2 it.

3 Q. Okay. So that's your handwriting?

4 A. Yes.

5 Q. What did you mean by you had --
6 I've been trying to price the beans since
7 delivery and this has not happened?

8 A. I tried to price the beans and
9 Grand Forks Bean was not able to do that.

10 Q. And what do you mean by "price the
11 beans"?

12 A. Sell the beans.

13 Q. Okay. Sell the beans to who?

14 A. Say that again?

15 Q. I said, "Sell the beans to who?"

16 A. To Grand Forks Bean.

17 Q. Okay. So did Grand Forks Bean have
18 an obligation to, to pay you for those beans?

19 MR. GAUSTAD: I'm going to object,
20 you're asking -- that's a legal conclusion.

21 MR. MELLAND: Yeah, it calls for a
22 legal conclusion.

23 Q. (By Mr. Schroeder) Do you, do you
24 believe Grand Forks Bean had an obligation to
25 buy those beans from you?

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1 A. Yes.

2 Q. Okay. And what, what were you --
3 what's your basis for that belief?

4 A. Because I hauled the beans there
5 and they're a bean company and that's, I guess,
6 how it works.

7 Q. So when you delivered your beans to
8 Grand Forks Bean in September of 2012, it
9 wasn't just to store them there. Is that
10 right?

11 A. Could you explain that?

12 Q. I said, when you se -- when you
13 delivered the beans in September of 2012 to
14 Grand Forks Bean Company, you were not
15 delivering them just to store at Grand Forks
16 Bean Company. Is that right?

17 A. Correct.

18 Q. Okay. The handwritten note on Page
19 11 there, what does, what does that handwritten
20 note mean?

21 A. It says: storage charges not
22 relevant if notice has not been sent from Grand
23 Forks Bean.

24 Just was in a conversation on the
25 phone with Sue Richter, we were -- was a

40

1 question I asked of her.

2 Q. I'll have you turn to page Bates
3 stamp 13?

4 A. Okay.

5 Q. Can you describe that document for
6 me?

7 A. This was a note -- I just jotted
8 some notes for myself.

9 All the farmers met together
10 with -- at the Camrud law firm.

11 Q. By "all the farmers", who, who do
12 you mean?

13 A. It was myself, Ron Adams, Curt
14 Amundson, Duane Altendorf, Brent Baldwin,
15 Chuck Nelson.

16 Somebody from -- one of the
17 Nelsons, WJS.

18 I can't remember the lady's name
19 that was representing her husband's estate.

20 Q. Do you recall when that meeting had
21 happened?

22 A. Within a day or two of the date of
23 a -- the, the claim I filed with the PSC.

24 Q. Can you look at Page 24 of that
25 Exhibit?

41

1 A. Okay.

2 Q. Is that the claim you're, claim to

3 be filed with the Public Service Commission?

4 A. Yes.

5 Q. Okay. So the meeting at the law

6 firm would have happened a day or two prior to

7 that or a day or two --

8 A. It would have --

9 Q. -- after that?

10 A. -- been Saturday, December nine --

11 or on December 20, 2014.

12 Q. Okay. Well, what, what was

13 discussed at that meeting?

14 MR. MELLAND: I've got to object to

15 that, that's privileged communication.

16 MR. SCHROEDER: And -- so you're

17 representing to me that -- I, I guess --

18 MR. MELLAND: At the time of that

19 meeting, I represented all the parties present

20 at that meeting.

21 MR. SCHROEDER: Okay.

22 So you're going to direct your

23 client not to answer --

24 MR. MELLAND: Not to.

25 MR. SCHROEDER: -- the question?

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1 MR. MELLAND: Yes.

2 MR. SCHROEDER: Okay.

3 Q. (By Mr. Schroeder) Did you have a

4 discussion with any of the farmers without your

5 lawyer present at that meeting?

6 A. No.

7 Q. Have you had a discussion with any

8 of the other claimants that you just listed

9 following December 20, 2014?

10 A. I believe we covered that earlier,

11 it was Curt Amundson.

12 Q. Okay. So that discussion with Curt

13 Amundson was after December 20, 2014?

14 A. Correct.

15 Q. Okay. At that meeting at the

16 Camrud law firm, any discussions with --

17 MR. MELLAND: Again, I'm going to

18 object --

19 Q. (By Mr. Schroeder) -- anyone at

20 the Public Service Commission?

21 MR. GAUSTAD: I'm not following the

22 question. And, and --

23 MR. MELLAND: Yeah.

24 MR. GAUSTAD: -- I don't understand

25 the question.

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1 Q. (By Mr. Schroeder) I asked, at the

2 meeting at the Camrud law firm, was there a

3 discussion with anyone at the Public Service

4 Commission that day?

5 MR. MELLAND: You can answer if you

6 recall.

7 A. That was a Saturday, so I don't

8 believe there was.

9 Q. (By Mr. Schroeder) Okay.

10 I'll have you turn to Page 14?

11 A. Okay.

12 Q. Can you explain what that note is?

13 A. This was just a note I took when I

14 was, I believe, talking to Sue Richter with the

15 PSC.

16 It says: file a Complaint that

17 Grand Forks Bean cannot pay us or won't give us

18 the beans back.

19 Can e-mail Complaint.

20 And the date they receive it is the

21 date they use, is what she told me, as far as

22 anything forward.

23 I'm not sure what -- I believe

24 these are attorneys' names, I don't -- if I was

25 just Goog -- I don't know where they came from,

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1 if it was -- (no further response.)

2 Q. But this was a note from a

3 conversation you had with Sue Richter?

4 A. Yeah.

5 Q. Okay. Do you recall what date the

6 conversation occurred?

7 A. It was prior to the 19th of

8 December, --

9 Q. Okay.

10 A. -- 2014.

11 Q. Like a day prior?

12 A. I don't recall.

13 Q. A month prior?

14 A. Within the month.

15 Q. Within the month, okay.

16 I'll have you turn to what's been

17 Bates stamped Page 15?

18 A. Okay.

19 Q. Can you explain what that document

20 is?

21 A. Again, it's just some notes I took.

22 I believe it was another

23 conversation with Sue Richter at the Public

24 Service Commission.

25 Q. And that, that first note there,

<p>45</p> <p>1 what does that say? 2 A. We would have ownership. 3 Q. And what's that referring to? 4 A. That our beans were ours in Grand 5 Forks Bean. 6 Q. Okay. And what's the note 7 underneath there? 8 A. Storage agreement. 9 Q. Okay. 10 A. Or -- 11 I don't know if it's agreement or 12 arrangement. 13 Q. Okay. And then the note below 14 that, what does that say? 15 A. Credit sale. 16 Q. Okay. And then underneath it, what 17 does -- what's referred to there? 18 A. 15 cents per month. 19 Q. And what, what's that a reference 20 to? 21 A. I don't know exactly, I assume that 22 is a printed number with the PSC that -- just a 23 standard, but I'm not sure. 24 Q. Okay. Do you owe Grand Forks Bean 25 Company a service fee for having your beans</p>	<p>47</p> <p>1 yearly, -- 2 Q. Okay. 3 A. -- if there is one. 4 Q. Has it ever been deducted from an 5 amount that you've sold through the facility? 6 A. Yes. 7 Q. Okay. Has that ever occurred at 8 Grand Forks Bean prior to 2012, if you marketed 9 beans through them? 10 A. I don't know. 11 Q. Okay. The note on the bottom 12 there, it's -- what -- the, the last one, what 13 does that say? 14 A. The insolvency. Noncredit sales. 15 What we have. 16 Q. What's that referring to? 17 A. That was referring to a 18 conversation we had with Sue Richter. I don't 19 know if that was -- 20 I guess that's what I wrote down, I 21 don't -- (no further response.) 22 Q. Who's the "we" that you're 23 referring to there? 24 A. It must be my dad, Ron, that I'm 25 referring to as we, because he's involved.</p>
<p>46</p> <p>1 in -- at Grand Forks Bean from September of 2 twenty -- September 15 of 2012? 3 MR. MELLAND: If you know. 4 A. I would say no. 5 Q. (By Mr. Schroeder) And why would 6 you say "no"? 7 A. Because I haven't received any 8 charge. 9 Q. Do you pay any types of service 10 fees to any of the other elevators that you 11 have delivered commodities to? 12 MR. MELLAND: I'm going to object 13 on the relevancy. 14 But you, you can answer. 15 If you know. 16 A. I guess that's a very -- some, 17 there's free storage. You know, it's, it's 18 elevator by elevator, so it really depends on 19 the case. 20 Q. (By Mr. Schroeder) Okay. Have you 21 ever been charged a service fee -- 22 A. Yes. 23 Q. -- by another -- 24 Okay. How is that typically paid? 25 A. Typically they send the bill out</p>	<p>48</p> <p>1 Q. Okay. Is that your claim, that you 2 have a noncredit sale arrangement with Grand 3 Forks Bean Company? 4 MR. MELLAND: I, I'm, I'm going to 5 object I, I think that calls for a legal 6 conclusion. 7 MR. SCHROEDER: Well, I'm asking 8 him what his assertion is. 9 MR. MELLAND: You can answer if you 10 know. 11 A. What was the question again? 12 MR. SCHROEDER: Can you read it 13 back? 14 Thank you. 15 (Whereupon, the question was read 16 back by the court reporter.) 17 A. I don't think the -- 18 THE DEPONENT: Yes or -- 19 MR. MELLAND: If you know. 20 A. I don't know. 21 Q. (By Mr. Schroeder) What date do 22 you assert Grand Forks Bean Company refused to 23 pay you for your beans? 24 A. I don't know a specific date. I 25 guess the prior -- prior to the Complaint that</p>

<p>49</p> <p>1 was filed.</p> <p>2 Q. What about a specific date that</p> <p>3 they refused to redeliver the, the beans to</p> <p>4 you?</p> <p>5 A. I don't have the specific date.</p> <p>6 Q. Do you have any writings where you</p> <p>7 asked Grand Forks Bean to pay you for the beans</p> <p>8 or redeliver the beans to you?</p> <p>9 A. I do not.</p> <p>10 Q. Okay. I'll have you turn to Page,</p> <p>11 what's been Bates stamped 16?</p> <p>12 A. Okay.</p> <p>13 Q. Can you explain what that document</p> <p>14 is to me?</p> <p>15 A. I believe these are notes that I</p> <p>16 was asking Sue Richter and --</p> <p>17 It says -- that -- it says -- the</p> <p>18 third -- fourth line: what are our rights.</p> <p>19 So I was trying to figure out --</p> <p>20 To get our beans sold or out of</p> <p>21 there, so --</p> <p>22 Q. Okay. And right above that, what,</p> <p>23 what does that note say?</p> <p>24 A. The third line?</p> <p>25 Q. Correct, the third line down.</p>	<p>51</p> <p>1 A. I was asking Sue to get us the</p> <p>2 copies.</p> <p>3 Q. And then the note below that,</p> <p>4 what's that referring to?</p> <p>5 A. I don't believe I asked her to</p> <p>6 grease our backhoe, but I think I was just on</p> <p>7 the phone and wrote a note.</p> <p>8 Q. Just re -- remembering something</p> <p>9 you needed to --</p> <p>10 A. Yeah.</p> <p>11 Q. -- do?</p> <p>12 A. Yeah.</p> <p>13 Q. Okay. The note below that, what's</p> <p>14 that referring to?</p> <p>15 A. It states: she believes elevator</p> <p>16 different.</p> <p>17 I do not know what that means.</p> <p>18 Q. Okay. The note at the top, what's</p> <p>19 that referring to, where it says: PACA lien?</p> <p>20 A. Yes, it -- it was researching</p> <p>21 myself and -- that came up and I asked her what</p> <p>22 that was.</p> <p>23 Q. And below where it says: PACA</p> <p>24 lien, is that a phone number?</p> <p>25 A. Yes.</p>
<p>50</p> <p>1 A. It says: PSC, signed Priced Later</p> <p>2 contracts.</p> <p>3 Q. What's that referring to?</p> <p>4 A. I believe Sue Richter's -- told me</p> <p>5 they had signed Priced Later contracts, on</p> <p>6 file.</p> <p>7 Q. And you were asking Sue what your</p> <p>8 rights were for -- if you had a signed Price</p> <p>9 Later contract. Is that right?</p> <p>10 A. That was just a general question on</p> <p>11 the matter, not specific to those contracts.</p> <p>12 Q. So that was yes or no?</p> <p>13 A. Can you repeat the question?</p> <p>14 Q. Sure.</p> <p>15 MR. SCHROEDER: Can you read it</p> <p>16 back, Joy.</p> <p>17 (Whereupon, the question was read</p> <p>18 back by the court reporter.)</p> <p>19 A. I don't know if it was specific to</p> <p>20 that.</p> <p>21 Q. (By Mr. Schroeder) Can you read</p> <p>22 the next note down? What's that referring to?</p> <p>23 A. Copies of Price Later Marketing</p> <p>24 Agreement.</p> <p>25 Q. What does that note mean?</p>	<p>52</p> <p>1 Q. Whose phone number is that?</p> <p>2 A. I do not know.</p> <p>3 Q. Okay. I'll have you turn to Page</p> <p>4 17?</p> <p>5 A. Okay.</p> <p>6 Q. What's -- can you describe this</p> <p>7 note for me?</p> <p>8 A. It is names and phone numbers.</p> <p>9 Q. Where did you get the names and</p> <p>10 phone numbers from?</p> <p>11 A. I believe at the, would have been</p> <p>12 at the meeting at the Camrud law firm on</p> <p>13 December 20.</p> <p>14 Q. I'll have you turn to Page 18?</p> <p>15 A. Okay.</p> <p>16 Q. Can you describe what that is?</p> <p>17 A. Curt and Adams talked and called</p> <p>18 PSC. Sue called Adams back and Adams and Russ.</p> <p>19 Q. And what is this note referring to?</p> <p>20 A. It -- Curt Amundson and Ron and</p> <p>21 Nick Adams would have talked to the PSC. I</p> <p>22 believe I met -- left her a message and then</p> <p>23 she called back and we got Russ on the phone.</p> <p>24 Q. Okay.</p> <p>25 A. So --</p>

<p style="text-align: right;">53</p> <p>1 Q. What date --</p> <p>2 A. -- it would --</p> <p>3 Q. -- would that --</p> <p>4 A. -- have been Ron and Nick Adams and</p> <p>5 Russ Melland and Sue Richter.</p> <p>6 Q. What date would that have been?</p> <p>7 A. Prior to the 19th of December.</p> <p>8 Q. What did, what did you and your</p>	<p style="text-align: right;">55</p> <p>1 your beans back?</p> <p>2 A. Both.</p> <p>3 Q. Okay. What did Sue explain to you</p> <p>4 for options? If anything.</p> <p>5 A. I believe she talked about the</p> <p>6 redelivery of the beans.</p> <p>7 Q. Did she discuss any type of</p> <p>8 indemnity fund or bond or any other types of</p>
<p>9 father and Sue discuss?</p> <p>10 A. It was a conversation about Grand</p> <p>11 Forks Bean.</p> <p>12 Q. Okay. Specifically, what did you</p> <p>13 talk about?</p> <p>14 MR. MELLAND: If you know.</p> <p>15 A. Just, I think we were just asking</p> <p>16 her questions on any matters regarding Grand</p> <p>17 Forks Bean and any information we could get.</p> <p>18 Q. (By Mr. Schroeder) Did you discuss</p> <p>19 filing a claim with the Commission?</p> <p>20 A. I don't believe in that</p> <p>21 conversation.</p> <p>22 Q. Okay. You said that was prior to</p> <p>23 12-8 -- 12-19. Is that right?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. But you don't recall</p>	<p>9 payment sources?</p> <p>10 A. Yeah, she would have explained --</p> <p>11 like I said, we just called to get information</p> <p>12 on what -- the different avenues we, we have</p> <p>13 and --</p> <p>14 Q. What avenues did she explain to</p> <p>15 you?</p> <p>16 A. Yeah, she had mentioned the</p> <p>17 indemnity fund and bond and --</p> <p>18 Q. What did she mention about the</p> <p>19 indemnity fund?</p> <p>20 A. I don't recall the details.</p> <p>21 Q. What did she mention about the</p> <p>22 bond?</p> <p>23 A. I don't remember the exact dollar</p> <p>24 amount or details, just depends on what type of</p> <p>25 agreement there is.</p>
<p style="text-align: right;">54</p> <p>1 specifically what day that was?</p> <p>2 A. No.</p> <p>3 Q. Okay. What did you explain to the</p> <p>4 Commission, why, why -- what, what the failing</p> <p>5 was at Grand Forks Bean at that time?</p> <p>6 A. What the what was?</p> <p>7 Q. What, what your problem with Grand</p> <p>8 Forks Bean was at the time.</p> <p>9 A. I believe that conversation at that</p> <p>10 time was just to get information on Grand Forks</p> <p>11 Bean and if there was anything going on.</p> <p>12 Q. Okay. Meaning, if there were --</p> <p>13 A. Problems.</p> <p>14 Q. Problems.</p> <p>15 What kind of problems?</p> <p>16 A. That's why we called.</p> <p>17 Q. Meaning, problems with the facility</p> <p>18 itself?</p> <p>19 A. Financial issues.</p> <p>20 Q. You were concerned about getting</p> <p>21 paid for your beans or getting your beans back,</p> <p>22 right?</p> <p>23 A. Correct.</p> <p>24 Q. Okay. So what was the discussion</p> <p>25 with Sue? About getting paid or about getting</p>	<p style="text-align: right;">56</p> <p>1 Q. Did she explain the -- how, how</p> <p>2 payments out of the indemnity fund happen?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. What did she explain?</p> <p>5 A. I don't remember the details.</p> <p>6 Q. Okay. Did she reference these</p> <p>7 Price Later Agreements, in referring to the</p> <p>8 indemnity fund?</p> <p>9 A. I don't recall.</p> <p>10 Q. Okay. Anything else you</p> <p>11 specifically recall from that conversation?</p> <p>12 A. No.</p> <p>13 Q. I'll have you turn to Page, what's</p> <p>14 been Bates stamped Page 23.</p> <p>15 A. Okay.</p> <p>16 Q. Can you explain what that is?</p> <p>17 A. This is another document from the</p> <p>18 meeting we had at the Camrud law firm on the</p> <p>19 20th of December.</p> <p>20 It's a -- e-mail addresses for the</p> <p>21 parties that were there.</p> <p>22 Q. Okay. Have you ever e-mailed the</p> <p>23 radams8320@hotmail.com address?</p> <p>24 A. Yes.</p> <p>25 Q. Have you e-mailed that address</p>

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1 relating to Grand Forks Bean Company?
 2 A. Yes.
 3 Q. Okay. Have you provided any of
 4 those e-mails to your lawyer?
 5 A. Yes.
 6 Q. Okay. Were they provided to me in
 7 this Bates stamped 1 through 25?
 8 A. I believe they were, they're -- if
 9 there is, he's cc'd on them, I just --
 10 Yeah, there's one right
 11 (indicating) here. Item 24.
 12 Q. Is that the -- where it says: Dad,
 13 is that what you're referring to?
 14 A. Yes.
 15 Q. And that's your dad's e-mail
 16 address, right?
 17 A. Correct.
 18 Q. Okay. Any other e-mails with your
 19 dad referring to Grand Forks Bean, besides
 20 those that are provided here?
 21 A. Not that I know of, I'd have to
 22 check.
 23 Q. Okay. And if, if you check, you
 24 can provide those to your lawyer. Is that
 25 right?

58

1 A. Yes.
 2 Q. Okay. What about the
 3 banelson@gra.midco.net, do you know whose
 4 e-mail that is?
 5 A. That must be Beth Nelson.
 6 Q. Okay. Any e-mails to Beth Nelson
 7 regarding Grand Forks Bean Company?
 8 A. No.
 9 Q. Okay. And wjs@invisimax.com?
 10 A. No.
 11 Q. Whose e-mail is that?
 12 A. It'd be -- I think to the right
 13 there it's -- there's: mntwins1966, so it's
 14 WJS and Jon Nelson.
 15 Q. Okay. Any e-mails from you to
 16 either -- or received from that e-mail address
 17 to you regarding Grand Forks Bean Company,
 18 Incorporated?
 19 A. No.
 20 Q. Okay. And I think we covered Chuck
 21 Nelson, but I'll just make sure to ask. So
 22 chuck@nelsonfarms.biz, any e-mails to or from
 23 you regarding Grand Forks Bean Company?
 24 A. I don't believe so.
 25 Q. Okay. The same for

59

1 baldwin@polarcomm.com, any e-mails to or from
 2 that e-mail address to you -- or from you --
 3 A. No, I don't --
 4 Q. -- regarding --
 5 A. -- believe so.
 6 Q. And the daltndrf@polarcomm.com,
 7 same question, any e-mails to or from you
 8 regarding Grand Forks Bean Company?
 9 A. No, I don't believe so.
 10 Q. And then ndams, that's your e-mail?
 11 A. Correct.
 12 Q. Cbamundson@me.com, who's that
 13 referring to?
 14 A. That's Curtis Amundson.
 15 Q. Okay. Any e-mails to or from that
 16 e-mail address or Curt Amundson to you?
 17 A. No, I don't believe so.
 18 Q. Okay. I'll have you look at Page
 19 24, --
 20 A. Okay.
 21 Q. -- that's been Bates stamped.
 22 Can you explain what that document
 23 is?
 24 A. This is a, an e-mail, the top
 25 e-mail is from me to Sue Richter. This is me

60

1 filing a claim against Grand Forks Bean.
 2 Q. And you'd agree you didn't file any
 3 type of claim with the Public Service
 4 Commission before this e-mail?
 5 A. Yes.
 6 Q. Okay.
 7 MR. SCHROEDER: Let's maybe take a
 8 five-minute break. I, I don't know if I have
 9 anymore questions or not, but let's go off the
 10 record.
 11 (Whereupon, a fifteen-minute recess
 12 was taken.)
 13 MR. SCHROEDER: We'll go back on
 14 the record.
 15 Q. (By Mr. Schroeder) On December 20,
 16 2014, was it your understanding Russ was your
 17 attorney?
 18 A. Yes.
 19 Q. Okay.
 20 (Whereupon, Deposition Exhibit No.
 21 28, Adams, was marked for identification.)
 22 Q. (By Mr. Schroeder) I'll show you
 23 what's being marked as Ex -- Deposition Exhibit
 24 28.
 25 A. Okay.

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1 Q. Which is the Report and
 2 Recommendation of the Trustee in this matter.
 3 Have you seen this document before?
 4 MR. ARMSTRONG: No, you go ahead
 5 and look at it first.
 6 MR. SCHROEDER: There, do you want
 7 to look --
 8 MR. ARMSTRONG: No.

9 MR. SCHROEDER: -- through my copy
 10 here?
 11 MR. ARMSTRONG: I was just going to
 12 make sure it's all there, but -- if not, it's
 13 on file with the Court, anyway, so we're good.
 14 A. And the question was if I'd seen
 15 this before?
 16 Q. (By Mr. Schroeder) Right.
 17 A. Yes.
 18 Q. I'll have you turn to Page 20 of
 19 that Exhibit.
 20 A. Okay.
 21 Q. Can you read paragraph -- let's
 22 strike that.
 23 Can you look at Page 24, please?
 24 A. Okay.
 25 Q. Do you see in paragraph 78, it

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1 says: The Commission recommends the Court
 2 order that the market price prevailing on the
 3 date of insolvency is \$23 per hundredweight?
 4 A. Yes.
 5 Q. Okay. And that's less than the
 6 amount that you're claiming you are owed. Is
 7 that right?
 8 A. Yes.
 9 Q. Okay. And do you see above that,
 10 where it -- the Commission's recommending a
 11 date of insolvency of December 19, 2014. Is
 12 that right?
 13 A. Yes.
 14 Q. Okay. What facts do you have to
 15 dispute that Grand Forks Bean was insolvent on
 16 a different date than December 19, 2014?
 17 MR. GAUSTAD: I, I'm going to
 18 object, I think the date of insolvency is a
 19 legal conclusion.
 20 MR. MELLAND: I'd join in that.
 21 Q. (By Mr. Schroeder) Are you able to
 22 answer the question?
 23 A. No.
 24 Q. Okay. Let's turn to Page 23.
 25 A. Okay.

63

1 Q. Do you see where it says: There is
 2 no documentation in the claims filed or other
 3 information received and reviewed by the
 4 Commission that Grand Forks Bean refused,
 5 neglected or was unable upon proper demand to
 6 make payment for grain purchased or marketed
 7 for redelivery or payment for grain stored
 8 before this date.

9 And this date, referring to
 10 December 19, 2014.
 11 What facts do you have to dispute
 12 that there was any refusal, neglect or a proper
 13 demand made on Grand Forks Bean before December
 14 19, 2014?
 15 MR. GAUSTAD: By him or by who?
 16 MR. SCHROEDER: I said whatever
 17 facts.
 18 MR. MELLAND: If you know.
 19 A. I tried to sell my beans and they
 20 were not able to pay me.
 21 Q. (By Mr. Schroeder) Okay. And, and
 22 as of what day?
 23 A. Well, any, any date prior to the
 24 19th of December.
 25 Q. Okay. What date prior to December

64

1 19, 2014?
 2 A. I don't have a specific date.
 3 Q. Okay. I'll have you turn to Page
 4 26?
 5 A. Okay.
 6 Q. Do you see the column i., where it
 7 says: Nicholas E. Adams, 908.55 hundredweight
 8 and 19,770.05?
 9 A. That is column h., or line h., yes.
 10 Q. Okay. And that amount, 19,770.05,
 11 are you, are you disputing that's the amount
 12 that you're entitled to in this insolvency
 13 proceeding?
 14 A. Yes.
 15 Q. Okay. And what amount are you
 16 asserting you're entitled to?
 17 A. The price at 33 cents. Wherever --
 18 29,982.15.
 19 Q. Okay.
 20 A. Principal.
 21 Q. And what facts are you going to --
 22 what, what facts do you rely on to -- that
 23 you're owed 33 cents per pound?
 24 A. Based on the market price I wanted
 25 to get paid for the beans.

65

1 Q. Okay. And when was that?

2 A. I don't know.

3 Q. Okay. If you read paragraph 83,

4 the Commission's also recommending that some

5 storage charges be deducted from the claim

6 amounts. Do you see that?

7 A. Yes.

8 Q. Okay. Are you disputing that you

9 owe any storage or service charges to Grand

10 Forks Bean Company?

11 A. I don't know.

12 Q. Okay.

13 MR. SCHROEDER: I think that's all

14 the questions I'll ask.

15 Anybody else have any questions?

16 MR. ARMSTRONG: I've got a few.

17

18 EXAMINATION

19 BY MR. ARMSTRONG:

20 Q. Mr. Adams, I just have a few

21 questions for you and I, and I think the first

22 couple are probably pretty easy.

23 You're making a claim for 908.55

24 hundredweight of beans in this insolvency,

25 correct?

66

1 A. Correct.

2 Q. And those are beans that you

3 delivered to Grand Forks Bean or were delivered

4 there on your behalf?

5 A. Yes.

6 Q. Okay. And you've not been paid for

7 those beans?

8 A. Correct.

9 Q. And have you received anything else

10 in exchange for those beans?

11 A. No.

12 Q. Okay. And that's -- those beans

13 were delivered in September 2012?

14 A. Correct.

15 Q. What did you do after September

16 2012 to, and I don't need necessarily exact

17 dates or anything, but what did you do after

18 September 2012 to try to get paid for your

19 beans, leading up to this insolvency

20 proceeding?

21 A. I was just -- a phone call to Todd

22 McGurk. Just wanting to price out the beans.

23 Q. Was that one phone call?

24 A. No, there was, I believe, three.

25 Q. And they were all to Todd?

67

1 A. Yes.

2 Q. So they would all been sometime

3 before his death in August of 2015?

4 A. Correct.

5 Q. Best estimate of when you made

6 those calls?

7 A. Well, probably within the year of

8 his death.

9 Q. So sometime between July -- August

10 2014 and August 2015 is best estimate?

11 A. That'd -- did he pass away

12 August --

13 Q. Or, excuse me, he passed away in

14 August of 2014.

15 A. 2014, yeah.

16 Q. Yeah.

17 A. So a year prior to that.

18 Q. Okay. And what was Todd's

19 response?

20 A. He was in the hospital once and --

21 so he said he couldn't do anything at that

22 time.

23 And another conversation was, he

24 said he didn't have a market for them.

25 Q. Did you ever ask him to redeliver

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1 the beans then?

2 A. We -- or I talked to Todd about it.

3 And that -- you know, because there, in the

4 industry there's a redelivery charge. So we

5 asked him about that and -- I guess we didn't

6 ask him to deliver -- redeliver the beans while

7 he was alive.

8 Q. So it sounds to me like what you're

9 saying, and correct me if I'm wrong, is you

10 talked about redelivery, but you never went

11 through with requesting them to be redelivered?

12 A. Not with Todd McGurk himself.

13 Q. Okay. Did you do that with Tad

14 then?

15 A. Yes.

16 Q. Do you know when that happ -- well,

17 tell me about that conversation as best as you

18 can, approximately when that occurred.

19 I understand nothing was in

20 writing. Is that correct?

21 A. One of the other farmers, I

22 believed, had a document that they presented to

23 Tad with all of our names on it. I didn't --

24 never got a copy of it. But the -- that day we

25 met at Grand Forks Bean, we wanted -- we

69

1 requested that we take delivery of our beans.
 2 Q. Okay. And so that would have been
 3 sometime after Todd's death anyway?
 4 A. Correct.
 5 I believe it was the -- sometime
 6 between October, November, December of 2014.
 7 Q. Okay. And what was the response at
 8 that time from Tad?

9 A. Well, he just got mad, he's just a
 10 very angry person and -- just with his
 11 brother's death and his dad's health and he
 12 just -- I didn't feel we were getting anywhere,
 13 so that's when I called Sue at the -- I, I
 14 believe I had talked to her prior, but that's
 15 when -- like this isn't going to go anywhere.

16 So that's when I want -- you know,
 17 I took the steps to file a Complaint.

18 Q. When you and the other farmers met
 19 with Tad, and I -- was it just that one meeting
 20 with all of you and --

21 A. Yes.

22 Q. -- Tad?

23 Was that -- had you contacted the
 24 Public Service Commission before that meeting?
 25 A. (No verbal response.)

70

1 Q. You, you specifically.
 2 If you --

3 A. I don't --

4 Q. -- recall.

5 A. -- know if it was prior to that
 6 meeting or not.

7 Q. Okay. And can you just explain to
 8 me your farming operation, like how it works,
 9 who you work with. You know, are your partners
 10 with your dad? How, how that whole thing
 11 works.

12 A. In 2012, I just farmed
 13 individually. I mean, my dad and I help each
 14 other back and forth, it's a family operation,
 15 but I have my, my land and crops, he has his
 16 own and --

17 Since then, we have formed a
 18 partnership. We took on some land and just
 19 more -- it's more of a transition planning for
 20 us.

21 Q. So 2012 you were separate and now
 22 you and your dad have a farm?

23 A. We still have our separate
 24 operations, but we added some land and formed a
 25 partnership.

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1 Q. Okay.
 2 A. So it's -- we just added a
 3 partnership. We didn't dissolve individually,
 4 we still have -- farm individually.
 5 Q. Had you delivered beans to Grand
 6 Forks Bean before September of 2012?
 7 A. Yes.
 8 Q. And how many -- any, any idea how

9 many times?

10 A. You know, I don't -- I didn't look
 11 back any further than 2009, but --

12 I hadn't -- I don't believe I
 13 personally had delivered any between 2009 and
 14 '12, it'd been '12.

15 But prior to that I have.

16 Q. Prior to 2009?

17 A. (No verbal response.)

18 Q. And were you -- I assume you were
 19 paid for those beans?

20 A. Yes.

21 Q. And how did that work?

22 A. Depending on the year. Some years
 23 we'd have a, a contract for a certain amount.

24 And then when we wanted to sell the rest, we'd
 25 just call them and he'd pay us.

72

1 Q. Is that how it always worked
 2 whenever you delivered beans?

3 A. Yes.

4 Q. Okay. And just so I'm clear, I
 5 understand that Price Later Marketing
 6 Agreement, the first time you ever saw it was
 7 when the PSC provided it to you. Is that
 8 correct?

9 A. That is correct.

10 Q. And then all your -- even your past
 11 dealings with them, you'd never seen that
 12 document before?

13 A. Correct.

14 Q. Or a, a similar document or the
 15 same document, the same form?

16 A. I had not seen that form ever --

17 Q. Okay.

18 A. -- before.

19 Q. Before it was provided to you
 20 by the --

21 A. Correct.

22 Q. -- PSC?

23 Okay. How do you price your beans?

24 A. It's all based on the market
 25 conditions. If we think the market's going up

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1 or down and -- sometimes we'll -- I guess in
 2 the edible bean industry, it's a contract.
 3 Usually you can contract eight or nine bags to
 4 the acre or ten, whatever, whatever it is.
 5 And then if there's overrun,
 6 then -- if we think the market's going up, we
 7 wait to sell them. And, if not, we sell them
 8 right off the combine.
 9 Q. Is there a listing or posting
 10 somewhere of what beans are worth that you
 11 follow?
 12 A. Yes.
 13 Q. And what do you follow?
 14 A. Generally Central Valley Bean has a
 15 -- I go on their website and they have the
 16 prices of navies, pintos, blacks and -- you
 17 know. And most -- well, I think all the bean
 18 plants have a, a Board in the office that is
 19 the posted price.
 20 Q. Sure.
 21 You just --
 22 A. Or the Board price is all --
 23 Q. You check out the local --
 24 A. Yeah.
 25 Q. -- warehouse Boards?

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1 A. Yeah.
 2 Q. Okay. Are you familiar at all with
 3 the United States Department of Agriculture
 4 Colorado Department of Ag Market News?
 5 A. No.
 6 Q. Okay.
 7 MR. ARMSTRONG: That's all the
 8 questions I have. Thank you.
 9 THE DEPONENT: Sure.
 10 MR. GAUSTAD: I have no questions.
 11 MR. MORLEY: Just one question,
 12 sir.
 13
 14 EXAMINATION
 15 BY MR. MORLEY:
 16 Q. What is the Exhibit with the 25
 17 Bates numbers? Is that 26? Your claim?
 18 MR. ARMSTRONG: It's 27.
 19 MR. GAUSTAD: 27.
 20 MR. MORLEY: 27.
 21 Q. (By Mr. Morley) That has the Bates
 22 Pages 1 through 25 I think?
 23 A. Yes.
 24 Q. Okay. Just, just more of
 25 explanation than anything else. Go to Bates

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1 15, would you, please?
 2 Nick Adams - 15.
 3 A. Okay.
 4 Q. The third line down, I, I think the
 5 words there are: credit sale. Is that right?
 6 A. Yes.
 7 Q. Okay. And why were those words
 8 written on that Bates 15?
 9 A. It was a conversation with Sue
 10 Richter, from the PSC, and we were talking
 11 about credit sales, noncredit sales, just the
 12 different types of documents with -- from the
 13 warehouse.
 14 Q. Okay. And below the words: credit
 15 sale, it looks like it's written: 15 cents per
 16 month. Is that, is that right?
 17 A. Correct.
 18 Q. Does that line refer to the words
 19 credit sale right above it or are they
 20 unconnected to each other, do you know?
 21 A. I don't know if that's -- I was
 22 just jotting things as we were writing, so I'm
 23 not sure.
 24 Q. The words: credit sale, were you
 25 necessarily -- or was that note suggesting that

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1 that define the relationship between you and
 2 Grand Forks Bean and your, your beans at, at
 3 issue in this case or, or not?
 4 A. (No verbal response.)
 5 Q. That's a lousy question, but do the
 6 best you can.
 7 MR. MELLAND: Can you rephrase
 8 that --
 9 THE DEPONENT: Yeah.
 10 MR. MELLAND: -- question?
 11 MR. MORLEY: I don't know.
 12 Q. (By Mr. Morley) The words: credit
 13 sale, were -- was it intended that that
 14 referred to the beans that you had stored at
 15 Grand Forks Bean that you've made a claim for?
 16 A. That was written just in
 17 conversation with Sue and get -- just compiling
 18 information, what they thought my beans were.
 19 Just to see where -- I guess just getting
 20 information.
 21 Q. Okay. Was Sue suggesting that your
 22 relationship with Grand Forks Bean was a credit
 23 sale relationship as opposed to a, I guess, a
 24 noncredit sale relationship?
 25 MR. MELLAND: I -- does that mean

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1 speculation as to what Sue was --
 2 Q. (By Mr. Morley) Well, in --
 3 MR. MELLAND: I'll object --
 4 Q. (By Mr. Morley) -- when you, --
 5 MR. MELLAND: -- to that.
 6 Q. (By Mr. Morley) -- when you talked
 7 to her, was that what she was telling you or,
 8 or -- I, I guess I just, more than anything

9 else, I want, I want to know why those words
 10 are at Nick Adams - 15: credit sale. If, if,
 11 if you can tell me.
 12 A. No, it was just in conversation,
 13 just notes and -- just getting the definitions
 14 between the two and -- (no further response.)
 15 Q. Okay.
 16 MR. MORLEY: That's all I have,
 17 thanks.
 18 MR. GAUSTAD: I --
 19 MR. MELLAND: No questions.
 20 MR. GAUSTAD: I don't have any
 21 questions, sorry. I thought I already said
 22 that.
 23 MR. MORLEY: I think you
 24 did.
 25 MR. SCHROEDER: I just have a

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1 couple follow-up.
 2
 3 EXAMINATION
 4 BY MR. SCHROEDER:
 5 Q. Your understanding is, the, the
 6 payment you're -- the Commission's proposing to
 7 make to you is from the, the proceeds from the
 8 actual pinto beans that were sold in this
 9 matter. Is that right?
 10 A. Yes.
 11 Q. Okay. And not out of any indemnity
 12 fund. Is that right?
 13 A. It's whatever fund it comes from to
 14 make me whole, is what I'm looking at.
 15 Q. Okay. So you really don't -- it's
 16 not a concern of you where you would be paid
 17 from. Is that right?
 18 A. Well, yes, it would be a concern.
 19 Q. Okay. So, so what would be the
 20 concern?
 21 A. The concern would be that I'm not
 22 paid what -- based off the claim I made.
 23 Q. Okay. So if there were not enough
 24 pinto beans to fully pay your claim, you would
 25 prefer that you'd be paid out of that indemnity

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1 fund. Is that right?
 2 MR. GAUSTAD: Well, you're going
 3 to --
 4 A. I don't --
 5 MR. GAUSTAD: -- have to -- I think
 6 you're going to have to give him some reference
 7 point here, because he -- I'm objecting --
 8 A. That's a pretty vague --

9 MR. GAUSTAD: -- to the form of the
 10 question.
 11 MR. MELLAND: Yeah. I'd object to
 12 that, too.
 13 MR. SCHROEDER: Can you read --
 14 MR. MELLAND: You don't underst --
 15 do you understand the question?
 16 THE DEPONENT: No.
 17 Q. (By Mr. Schroeder) What do you
 18 understand the indemnity fund is designed to
 19 pay for?
 20 A. I believe -- well, I don't know.
 21 I don't want to speculate.
 22 Q. Okay. So let's say there were no
 23 pinto beans in Grand Forks Bean Company,
 24 Incorporated. You would want to look for any
 25 other source of payment that would be available

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1 to you. Is that right?
 2 A. Yes.
 3 Q. And so if there was this indemnity
 4 fund available for credit sale contracts, you
 5 would want to be classified as a credit sale.
 6 Is that right?
 7 MR. GAUSTAD: And you're asking him
 8 to speculate? That that -- is that what you're
 9 asking him?
 10 Q. (By Mr. Schroeder) Can you answer
 11 the question?
 12 A. No.
 13 I don't, I guess I don't understand
 14 the question.
 15 Q. Okay.
 16 MR. SCHROEDER: Can you read it
 17 back, Joy?
 18 (Whereupon, the question was read
 19 back by the court reporter.)
 20 MR. MELLAND: I, I sai -- I, I
 21 think the preface was, if, if there were no
 22 beans, and I do think that does call for
 23 speculation and I'm going to object to that.
 24 Q. (By Mr. Schroeder) Can you answer
 25 the question?

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1 A. No.

2 Q. And why can't you answer the

3 question?

4 A. Because I don't want to speculate.

5 Q. Okay.

6 MR. SCHROEDER: Well, that's all

7 the questions I have, that's fine.

8 MR. MORLEY: Nothing else.

9 MR. MELLAND: Nothing else.

10 MR. GAUSTAD: None here.

11 COURT REPORTER: Read and sign or

12 waive?

13 MR. MELLAND: Read and sign.

14 COURT REPORTER: Thank you.

15 (Whereupon, the deposition was

16 concluded at 11:22 o'clock a.m.)

17

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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 81

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 22nd day of *Janua*

21 *2016*

22

23 **JOY FILIPSKI**
 NOTARY PUBLIC, Filipski
 STATE OF NORTH DAKOTA
 My Commission Expires OCTOBER 30, 2020

24 Grand Forks County, North Dakota

25

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1 I, NICK ADAMS, do hereby certify that

2 the foregoing 81 pages contain a full, true and

3 correct transcript of the testimony as given by

4 me at the aforesaid time and place with

5 corrections, if any, as noted on the attached

6 sheet or sheets.

7

8

9 _____

Nick Adams

10

11

12

13 Dated this _____ day of _____, 2016.

14

15

16

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STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,
Plaintiff,
v.
Grand Forks Bean Company, Inc.
Respondent.

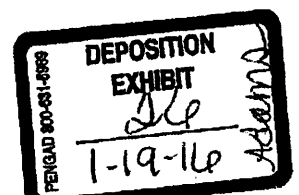
Civil No. 18-2015-CV-00240

CLAIM OF NICHOLAS E. ADAMS

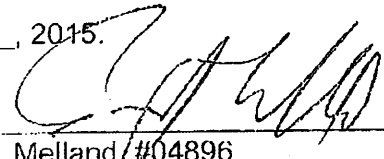
PSC Case No. GE-15-36

¶1 Nicholas E. Adams asserts a claim in the above entitled proceeding based on a quantity of 908.55 cwt of beans delivered to Grand Forks Bean Company, Inc. in September of 2012. The Price Later Marketing Agreement #1102 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. The claim in the above entitled proceeding in the amount of \$29,982.15, together with interest accruing at the rate of 6% per annum from and after September 15, 2012 is based on a quantity of 908.55 cwt of beans priced at \$33.00 per cwt.

¶2 Although a signature of the name "Nick Adams" appears on the Grower signature line, and the initials "NA" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.



Dated this 13 day of May, 2015.



Russ J. Melland #04896
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P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Nicholas E. Adams

EXHIBIT A

PRICE LATER MARKETING AGREEMENT 1102

COMPANY Grand Forks Bean Co., Inc.
GROWER Nick Adams, Nick
ADDRESS Raymonds, ND

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

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

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ~~\$0.0000~~ ^{0.00493} per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
908.55 cwt

Grand Forks Bean Co., Inc. TRW
COMPANY BY
Nick Adams
GROWER

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

NA

Seller

NICK ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dwg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2584	0.40	2.88	1.60	4.88%	12.0	1	55,450	2,706	52,744		52,744
09/15/12	2585	1.00	4.60	1.40	7.00%	12.7	2	40,980	2,669	38,111		38,111
					0.00%				0	0		0
TOTAL NET GRAIN										<u>90,855</u>		

DATE CHECK PRICE

Balance 90,355

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Plaintiff,

v.

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

Respondents.

Civil No. 18-2015-CV-00240

**CLAIMANT NICHOLAS ADAMS'
SUPPLEMENTAL ANSWERS AND
RESPONSES TO BREMER BANK,
NATIONAL ASSOCIATION'S
INTERROGATORIES AND REQUEST F
FOR PRODUCTION OF OCUMENTS**

PSC Case No. GE-15-36

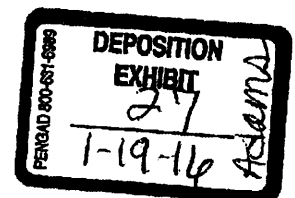
Claimant, Nicholas Adams, for his supplemental answers and responses to Bremer Bank, National Association's Interrogatories and Request for Production of Documents, states as follows:

INTERROGATORIES

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.

SUPPLEMENTAL ANSWER: Persons with knowledge include, but are not limited to all Claimants and various agents and employees of Grand Forks Bean, and the PSC.

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.

SUPPLEMENTAL ANSWER: Without waiving previous objections: There were verbal communications with Grand Forks Bean, the other claimants, and PSC regarding the demands to market the beans, selling the beans, payment for the beans, and re-delivery and return of the beans.

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.

SUPPLEMENTAL ANSWER: See Answer to Interrogatory No. 12.

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.

SUPPLEMENTAL ANSWER: See answer to Interrogatory No. 12.

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.

SUPPLEMENTAL ANSWER: See answer to Interrogatory No. 12. See also documents Bates Nos. Nick Adams 1-25.

REQUESTS FOR PRODUCTION OF DOCUMENTS

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

SUPPLEMENTAL RESPONSE: Without waiving previous objections and to the

extent the described correspondence exists, see Nick Adams file Bates Nos. Nick Adams 1-25.

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

SUPPLEMENTAL RESPONSE: Without waiving previous objections and to the extent the described correspondence exists, see Nick Adams file Bates Nos. Nick Adams 1-25.

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.

SUPPLEMENTAL RESPONSE: Without waiving previous objections and to the extent these documents exist, see Nick Adams file Bates Nos. Nick Adams 1-25.


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.

SUPPLEMENTAL RESPONSE: Without waiving previous objections and to the extent these documents exist, see Nick Adams file Bates Nos. Nick Adams 1-25.

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.

SUPPLEMENTAL RESPONSE: Without waiving previous objections and to the extent these documents exist, see Nick Adams file Bates Nos. Nick Adams 1-25.

Dated this 15 day of January, 2016.




Nicholas Adams

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Grand Forks)

Nicholas Adams, being first duly sworn, deposes and says: That he is one of the Claimants in the above entitled matter, and that he makes the within Supplemental Answers to Interrogatories and Supplemental Responses to Requests for Production of Documents of his own knowledge; that the same are true and correct and as to those matters stated on information and belief, he believes them to be true and correct.

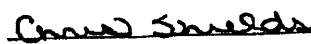
Dated this 15 day of January, 2016.



Nicholas Adams

Subscribed and sworn to before me this 15 day of January, 2016.

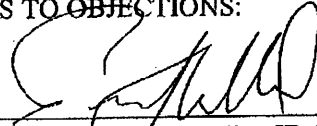
CHRIS SHIELDS
NOTARY PUBLIC
STATE OF NORTH DAKOTA
My Commission Expires: Dec. 5, 2021



Notary Public

Dated this ____ day of January, 2016.

AS TO OBJECTIONS:



Russ J. Melland, ND Bar ID 04896
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DeMers Ave., Ste. 500
P.O. Box 5849
Grand Forks, ND 58206-5849
Telephone: 701-775-5595
Facsimile: 701-772-3743
rmelland@camrudlaw.com
ATTORNEYS FOR NICHOLAS ADAMS

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Plaintiff,

v.

Grand Forks Bean Company, Inc.

Respondent.

Civil No. 18-2015-CV-00240

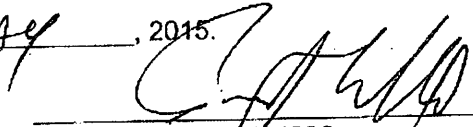
CLAIM OF NICHOLAS E. ADAMS

PSC Case No. GE-15-36

¶1 Nicholas E. Adams asserts a claim in the above entitled proceeding based on a quantity of 908.55 cwt of beans delivered to Grand Forks Bean Company, Inc. in September of 2012. The Price Later Marketing Agreement #1102 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. The claim in the above entitled proceeding in the amount of \$29,982.15, together with interest accruing at the rate of 6% per annum from and after September 15, 2012 is based on a quantity of 908.55 cwt of beans priced at \$33.00 per cwt.

¶2 Although a signature of the name "Nick Adams" appears on the Grower signature line, and the initials "NA" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Dated this 13 day of May, 2015.



Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Nicholas E. Adams

EXHIBIT

PRICE LATER MARKETING AGREEMENT 1102

COMPANY Grand Forks Bean Co., Inc.
GROWER Nick Adams, Nick
ADDRESS Raymond, ND

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 pinto beans 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 ~~\$0.0029~~ ^{0.00498} per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
908.55 cwt

Grand Forks Bean Co., Inc. TRW
COMPANY BY
Nick Adams
GROWER

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

NICK ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2564	0.40	2.88	1.60	4.88%	12.0	1	55,450	2,706	52,744		52,744
09/15/12	2565	1.00	4.60	1.40	7.00%	12.7	2	40,980	2,869	38,111		38,111
					0.00%				0	0		0
TOTAL NET GRAIN											<u>90,855</u>	

DATE CHECK PRICE

Balance 90,855

RX Date/Time 11/19/2014 12:41
Nov. 19. 2014 11:39 AM

PRICE LATER MARKETING AGREEMENT 1102

COMPANY Grand Forks Bean Co., Inc.
GROWER Nick Adams
ADDRESS Raymonds, ND

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:

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7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ~~\$0.0029~~ ^{.00493} per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
908.55 cwt

Grand Forks Bean Co., Inc. TRW
COMPANY BY
Nick Adams
GROWER

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

NICK ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dtg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2564	0.40	2.88	1.60	4.88%	12.0	1	55,460	2,706	52,744		52,744
09/15/12	2565	1.00	4.60	1.40	7.00%	12.7	2	40,980	2,889	38,111		38,111
					0.00%				0	0		0
TOTAL NET GRAIN											90,855	

DATE CHECK PRICE

Balance 90,855

DELAYED PRICING GRAIN PURCHASE CONTRACT

This is an agreement that the Seller of On has sold and agreed to deliver to the Buyer at a net quantity of (bu. cwt.) of U.S. of at (% Protein) (%Moisture) at for delivery

The purchase price of the grain is agreed to be Buyer's bid price, less charges, at the time Seller gives notice to buyer to set the price. In the event Seller gives such notice after the trading hours of the Chicago Board of Trade and the Minneapolis Grain Exchange (presently 8:30 A.M. to 1:15 P.M., central time, Monday through Friday), Buyer reserves the right to defer setting a bid price until the next market trading session.

Seller shall pay Buyer a service charge equal to the greater of 1) cents per bushel or 2) cents per bushel per month or fraction thereof from the date of delivery of the grain to the date of such notice (which is the date that the price is set). Both the service charge and the purchase price shall be payable on the date the purchase price is determined.

Buyer will advance to Seller % (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller.

ADDITIONAL TERMS AND CONDITIONS

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery even though no price has been determined. MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law.

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows:

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter.

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of and arbitrated by the competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assessment of 2% (.02) of the value of grain covered by this contract will be deducted at settlement.

In witness whereof, the parties have signed this contract

NOTICE TO SELLER OF FINANCIAL RISK. MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. THIS CONTRACT NOT COVERED BY ANY GRAIN BUYER'S BOND. MONTANA - THE SELLER RECOGNIZES THAT IN THE EVENT OF FORECLOSURE OR BANKRUPTCY, THIS CONTRACT IS EQUIVALENT TO AN UNSECURED LOAN TO THE PURCHASER. THE SELLER AND ANY OF THE SELLER'S CREDITORS SHOULD BE ADVISED OF THE FINANCIAL RISKS INVOLVED IN THIS CONTRACT. NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY. SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.

Buyer: (Authorized Signature) Date

Seller: (Authorized Signature) Date

SCALE TICKET SUMMARY

Table with 3 columns: DATE, SCALE TKT. NO., BUSHELS

Table with 3 columns: DATE, SCALE TKT. NO., BUSHELS

Grand Forks Bean Co.

701-775-3984 • FAX 701-775-3985
2120 NORTH WASHINGTON • P.O. Box 5357 • GRAND FORKS, ND 58206-5357

Sue -

I am going to move some
growers over to Delayed Pricing
From Warehouse Receipt. Are
these contracts ok?

Thanks
Todd

Bromo - Creditor of GF Bean

All Platen - Bromo -

No valid delayed pricing contracts

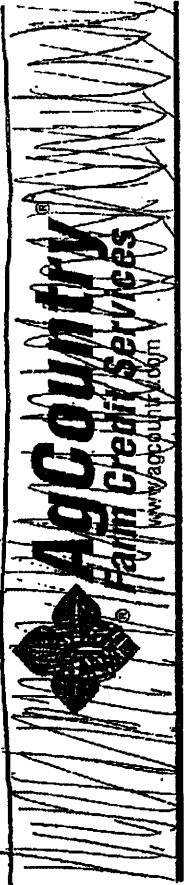
So what does Bromo. ~~Adams~~ have

C:16v.

daltrntof @ pola-comm. com

bulwila @ pola-comm. com

Chuck @ NelsonFarm. biz



Mayville
786-3600

Portland
786-2858
1-800-448-7999

Hillsboro
636-5471



Megurb

US District Court
- Complaint against Court

Court and Trust Statement on Website

Probable Court

Have to go through

ND Department of ~~the~~

~~_____~~

I would like to file a claim against grand forks bean because I have been trying to price the beans since delivery and this has not happened. ~~We are trying to work with Grand Forks Bean~~ to haul our beans out of the plant because we have a market for them and they indicated they cannot sell them. All bean plants in the area have a market for the beans.

~~✱~~ Storage charges not relevant if notice
has not been sent from GF Bean,

Document Number: 749085

View recorded documents

Grantors

MCGURK - ESTATE, TODD

Grantees

MCGURK, JOSHUA

Instruments

**PERSONAL REPRESENTATIVE DEED
LETTERS TESTAMENTARY**

File Date: 12/16/2014

File Time: 11:05 AM

Consideration: \$.00

Description: HVIDSTON'S SUBDIVISION

Lot: 23

Block: 5

Unit:

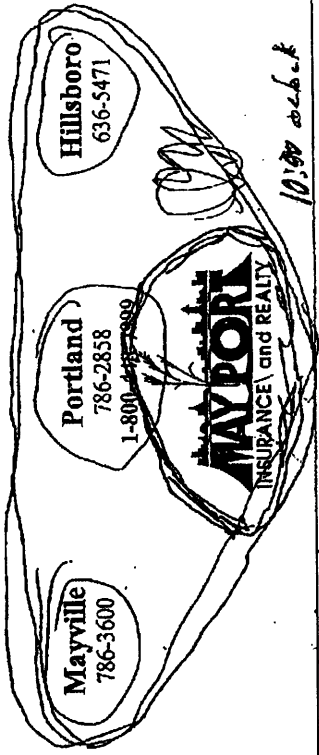
Building:

Section:

Township:

Range:

Dean Dahl - Information Systems Director - Web Designer.
Copyright © 2001 County of Grand Forks, ND. All rights reserved.



10:00 a.m.

~~786-2858~~
- See Richter

701-527-0890

All we did was what we do it was right for us.

Need to get it resolved ASAP because it gets to be

Too a PR - Must be in state yet.

Joel Arneson

John brother of Seth Lane

Mayville
786-3600

Portland
786-2858
1-800-448-7990

Hillsboro
636-3471

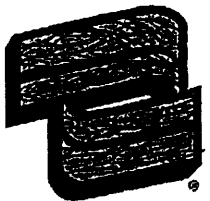


File a complaint that
GF Bond cannot pay us
or won't give us loan back
Can email complaint
Date they use
Mike Gust
John Becker
Jon Johnson
Gordon Maggstrand
Gerrin Poake

~~4~~

mpins@polarcomm.com

www.mayportinsurance.com



PRINSCO
The pipe with the gold stripe.

We would like ownership
- Storage Arrangement

Credit Sale

• 15 cents per month

Storage - We have ownership

- Storage fee .15/month

- Rebate for 3

Sale of plant to whomover

Insolvency -

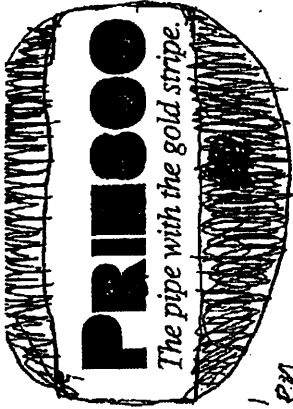
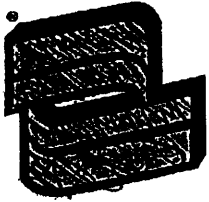
now credit sale - what we have

PT

GOLDFLO®, ECOFLO® and GOLDLINE® Corrugated Polyethylene Pipe Products

Pineburg, Minnesota Toll Free: (800) 982-1725 Fax: (320) 978-9602	Fairfax, Minnesota Toll Free: (800) 982-1725 Fax: (319) 827-3103	Chatsworth, Illinois Toll Free: (800) 868-7712 Fax: (815) 635-3133
Jessup, Iowa Toll Free: (800) 728-6428 Fax: (319) 827-3103	Bethany, Missouri Toll Free: (800) 728-6428 Fax: (319) 827-3103	Fort Dodge, Iowa Toll Free: (800) 533-9327 Fax: (515) 573-8531

www.prinSCO.com



PACA Lien

L 701-328-2400

PSC Signed Priced Later Contracts

What are our risks

*Copies of /
Price List /
Marketing Agreement*

Gransa Backhoe

5th ballows element d. 166666



GOLFLO® ECOFLO® and GOLDLINE® Corrugated Polyethylene Pipe Products

Pineburg, Minnesota
Toll Free: (800) 992-1725
Fax: (320) 978-8662

Fairfax, Minnesota
Toll Free: (800) 992-1725
Fax: (319) 827-3103

Chatsworth, Illinois
Toll Free: (800) 889-7712
Fax: (815) 635-3133

Jesup, Iowa
Toll Free: (800) 728-6428
Fax: (318) 827-3103

Bethany, Missouri
Toll Free: (800) 728-6428
Fax: (318) 827-3103

Fort Dodge, Iowa
Toll Free: (800) 533-8327
Fax: (515) 573-8531

www.prinsco.com

Curt + Adam Taylor + called PSC

See Called Adams back +

Adams + Russ



**DOMESTIC CORPORATION
ANNUAL REPORT
SECRETARY OF STATE
SFN 13016 (05-2014)**

2014

FOR OFFICE USE ONLY

ID Number	21,261,200
WO Number	
Filed	By

(Corporate Name, Commercial or Noncommercial Registered Agent Name and Address)
GRAND FORKS BEAN COMPANY, INC.

REPORT DUE AUGUST 1, 2014

TAD MCGURK
2120 N WASHINGTON ST
GRAND FORKS, ND 58203-1447

1. FILING FEES:

\$25.00 if postmarked on or before August 1, 2014
\$45.00 if postmarked after August 1, 2014 and on or before November 3, 2014
\$86.00 if postmarked after November 3, 2014 and on or before August 3, 2015

TYPE, PRINT LEGIBLY OR USE ELECTRONIC FILING OPTION (SEE number 11)

For reference, see N.D.C.C. Section 10-19.1-146.

SEE INSTRUCTIONS FOR FEES, FILING AND MAILING INFORMATION

2. Business Activities Actually Engaged In (Be specific) BUY & SELL PINTO BEANS (PROCESSOR)		3. Federal ID Number	4. Telephone Number (701) 775-3984
5. Address of Principal Place of Business as Previously Reported (Street/RR, City, State, ZIP+4) If incorrect, cross out and correct as necessary. Address cannot only be a post office box. 2120 N WASHINGTON ST GRAND FORKS, ND 58203-1447			
OFFICERS AND DIRECTORS OF THE CORPORATION			
6. <ul style="list-style-type: none"> ● Must provide the name of at least a president, secretary, and treasurer. <u>Make some indication when officer serves in more than one position.</u> ● Must provide the name of at least one director. Check "Yes" or "No" to indicate if officer also serves as a director. ● An * precedes required fields. Failure to complete will result in a rejected annual report. 			
		COMPLETE MAILING ADDRESS	
OFFICE	NAME	DIRECTOR	Street/RR PO Box City State ZIP+4
* PRESIDENT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
VICE PRESIDENT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
SECRETARY/ TREASURER		<input type="checkbox"/> Yes <input type="checkbox"/> No	
* SECRETARY		<input type="checkbox"/> Yes <input type="checkbox"/> No	
* TREASURER		<input type="checkbox"/> Yes <input type="checkbox"/> No	
* DIRECTOR			
DIRECTOR			
7. TOTAL NUMBER OF SHARES ISSUED (Must be completed or annual report will be rejected.)	SUMMARY OF CORPORATION'S SHARES ON DATE THIS REPORT WAS EXECUTED (Do not alter summary)		
	AUTHORITY TO ISSUE CLASS	NUMBER OF SHARES	PAR VALUE PER SHARE
		5000.000000	10.000000
8. "The undersigned has read the foregoing annual report, knows the contents, and believes the statements made to be true. I understand that if I make a false statement in this document, I may be subject to criminal penalties."			
Signature			Date
9. Name of Person to Contact about this Report	Contact Person's Email Address	Daytime Telephone Number and Extension, if any	

(OVER)

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Location : Northeast Central District [Help](#)

REGISTER OF ACTIONS
CASE No. 18-08-C-00353

JOHN GILMOUR VS. GRAND FORKS BEAN COMPANY, INC.

Case Type: Contract / Collection
Date Filed: 03/05/2008
Location: -- Grand Forks County
Judicial Officer: Braaten, Karen

18
08
C
00
353

PARTY INFORMATION

		Attorneys
Defendant	Grand Forks Bean Company, Inc. GRAND FORKS, ND 58203	
Defendant	Mcgurk, Todd B GRAND FORKS, ND 58201	
Plaintiff	Brickyard Bean Company d.b.a. Dba Brickyard Bean Company	
Plaintiff	Gilmour, John	Robert Glynn Manly Retained 701-237-6983 x0000(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
04/23/2008	Judgment / Order Entered (Judicial Officer: Braaten, Karen) Converted Disposition: Party(Gilmour, John) Party(Grand Forks Bean Company, Inc.) Monetary Award Judgment Status: \$34,070.00 Creditor: Brickyard Bean Company, Creditor: John Gilmour Debtor: Grand Forks Bean Company, Inc., Debtor: Todd B McGurk Entered: 04/23/2008 Docketed: 04/23/2008, 2:45PM Damages: \$34070.00 Interest Rate: 10.600% Comment:JudgmentAmt: 34070.00 Damages : 33980.00 Cost & Disb: 90.00 Type : C
OTHER EVENTS AND HEARINGS	
03/05/2008	Summons Doc ID# 1 SUMMONS
03/05/2008	Complaint Doc ID# 2 COMPLAINT
03/05/2008	Service Document Doc ID# 3 ADMISSION OF SERVICE
03/05/2008	Affidavit Doc ID# 4 AFFIDAVIT OF SERVICE BY MAIL
03/05/2008	Affidavit Doc ID# 5 AFFIDAVIT OF NO ANSWER
03/05/2008	Affidavit Doc ID# 6 AFFIDAVIT OF IDENTIFICATION
03/05/2008	Affidavit Doc ID# 7 AFFIDAVIT OF NON-MILITARY STATUS
03/05/2008	Affidavit Doc ID# 8 AFFIDAVIT OF AMOUNT DUE
03/14/2008	Stipulation / Agreement Doc ID# 9 STIPULATION FOR WITHDRAWAL OF COUNSEL
03/14/2008	Affidavit Doc ID# 10 AFFIDAVIT OF SERVICE BY MAIL
04/18/2008	Affidavit Doc ID# 11 AFFIDAVIT OF JOHN GILMOUR
04/23/2008	Judgment JUDGMENT/ORDER ENTERED
04/23/2008	Affidavit Doc ID# 12 AFFIDAVIT OF COSTS AND DISBURSEMENTS
04/23/2008	Order Doc ID# 13 ORDER FOR JUDGMENT
04/23/2008	Judgment Doc ID# 14 JUDGMENT

FINANCIAL INFORMATION

	Plaintiff Brickyard Bean Company		80.00
	Total Financial Assessment		80.00
	Total Payments and Credits		0.00
	Balance Due as of 12/19/2014		80.00
03/05/2008	Transaction Assessment		(80.00)
03/05/2008	Counter Payment	Receipt # 18-351836	
		VOGEL (D)	

radams8320@hotmail.com

barabon@gra.inidco.net

~~WISB INVEST.MBX.COM MOTUSNSRLL@YAHOO.COM~~

~~WISB DUBIN / Non Dubin~~

chuck@nelsonfarms.biz

balduwin@Polarcomm.com Brent Baldwin

daltndrf@Polarcomm.com Duane Attendorf

radams52@hotmail.com

Nick Adams

cbamundson@me.com

Richter, Susan K.

From: Nick Adams <nadams52@hotmail.com>
Sent: Friday, December 19, 2014 3:47 PM
To: Richter, Susan K.
Cc: Russ Melland ; Dad
Subject: RE: Grand Forks Bean Co., Inc.

Sue,

I would like to file a claim against Grand Forks Bean. The reason for this claim is because they have not been able to market our beans or pay us for them. Please respond so I know you received this.

Thanks

Nick Adams
218-779-0479

From: Richter, Susan K. [mailto:srichter@nd.gov]
Sent: Friday, December 19, 2014 11:12 AM
To: 'nadams52@hotmail.com'
Subject: Grand Forks Bean Co., Inc.

Nick,
The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

Sue Richter

Licensing Division
ND Public Service Commission
600 East Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

This transmission, email and any files transmitted with it, may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential under federal or state law. If you are not the intended recipient of this message, you may not use, disclose, print, copy or disseminate this information. If you have received this transmission in error, notify the sender (only) and delete the message. This message may also be subject to disclosure under the North Dakota Open Records Laws.

Richter, Susan K.

From: Nick Adams <nadams52@hotmail.com>
Sent: Sunday, December 21, 2014 9:32 PM
To: Richter, Susan K.
Cc: 'Russ Melland'; 'Dad'
Subject: RE: Grand Forks Bean Co., Inc.
Attachments: scan0159.pdf

Attached is assembly sheet to go along with my claim.

From: Richter, Susan K. [<mailto:srichter@nd.gov>]
Sent: Friday, December 19, 2014 4:03 PM
To: 'Nick Adams'
Cc: Russ Melland ; Dad
Subject: RE: Grand Forks Bean Co., Inc.

Nick,
As mentioned in my response email to Ron, you must file support documents.

Sue Richter

Licensing Division
ND Public Service Commission
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

From: Nick Adams [<mailto:nadams52@hotmail.com>]
Sent: Friday, December 19, 2014 3:47 PM
To: Richter, Susan K.
Cc: Russ Melland ; Dad
Subject: RE: Grand Forks Bean Co., Inc.

Sue,

I would like to file a claim against Grand Forks Bean. The reason for this claim is because they have not been able to market our beans or pay us for them. Please respond so I know you received this.

Thanks

Nick Adams
218-779-0479

From: Richter, Susan K. [<mailto:srichter@nd.gov>]
Sent: Friday, December 19, 2014 11:12 AM

STATE OF NORTH DAKOTA

IN DISTRICT COURT

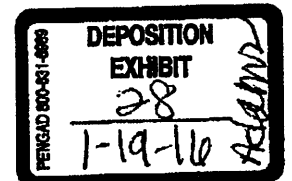
COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission)	CIVIL NO. 18-2015-CV-00240
)	
Petitioner,)	
)	
vs.)	
)	REPORT AND
Grand Forks Bean Company, Inc.)	RECOMMENDATION
)	OF TRUSTEE
and)	
)	
Auto-Owners Insurance Company)	
)	
Respondents.)	
)	
_____)	
PSC Case No. GE-15-36)	
_____)	

I. PROCEEDINGS AND BACKGROUND INFORMATION

1. The North Dakota Public Service Commission (Commission) as Trustee, makes the following Report and Recommendation to the Court:
2. Grand Forks Bean Company, Inc., ("Grand Forks Bean") a North Dakota Corporation, operated a licensed grain warehouse at Grand Forks, North Dakota, licensed under North Dakota Century Code Chapters 60-02 and 60-04. *Supplemental Affidavit of Susan Richter at ¶ 3 & Ex. 2 (September 30, 2015) ("Richter Supp. Aff.")*.
3. Grand Forks Bean operated its grain warehouse at Grand Forks, North Dakota under license number 1164. Id.
4. As part of the licensing process, Grand Forks Bean filed a bond with the Commission as required by North Dakota Century Code section 60-02-09, in the amount of \$100,000 and



identified as number 077708 66024305, with Auto-Owners Insurance Company, 6101 Anacapri Boulevard, Lansing, Michigan, 48917, as surety. Id. at Ex. 3.

5. On November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had delivered to Grand Forks Bean at its licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean had not been able to market his dry edible beans according to his price later marketing agreement with Grand Forks Bean. The producer also stated he was contacting Licensing Division Staff about taking redelivery of beans because Grand Forks Bean was not able to market the dry edible beans. *Affidavit of Susan K. Richter in Support of Application* at ¶ 6 (Feb. 13, 2015) (Doc ID # 4) ("*Richter Aff.*").
6. On November 19, 2014, Licensing Division Staff contacted Grand Forks Bean to discuss the producer's request for redelivery of dry edible beans. Staff asked Grand Forks Bean about its current dry edible bean inventory and if the inventory was sufficient to make redelivery to each producer who had delivered dry edible beans to the licensed grain warehouse in Grand Forks. Staff asked Grand Forks Bean to fax a copy of all price later marketing agreements it had issued and related assembly sheets. Staff also asked Grand Forks Bean to fax a copy of all documents for any producer who delivered beans after a February 2014 grain warehouse examination. Id. at ¶ 7.
7. On November 19 and November 20, 2014, Grand Forks Bean faxed Staff copies of the requested price later marketing agreements and assembly sheets. Id. at ¶ 8.
8. Between November 25 and December 19, 2014, the Licensing Division received additional phone calls from producers who delivered dry edible beans to the licensed grain warehouse in Grand Forks. Id. at ¶ 9.

9. On December 1, 2014, a Commission Grain Warehouse Inspector visited Grand Forks Bean and measured the grain inventory, concluding the inventory consisted of approximately 40,000 hundredweight of pinto beans. Id. at ¶ 10
10. Between December 19, 2014, and December 23, 2014, the Commission received claims from eight producers. The claims were filed via electronic mail or facsimile. Each producer alleged Grand Forks Bean had not been able to market the producer's beans or pay for the beans delivered to Grand Forks Bean's facility in Grand Forks, North Dakota. Id. at ¶ 11.
11. On December 23, 2014, Grand Forks Bean Company, Inc. and Public Service Commission Staff executed a Stipulation in which Grand Forks Bean agreed that it would not receive additional grain, that the dry edible bean inventory in the Grand Forks Bean facility would not be sold, redelivered, or moved from the Grand Forks facility without prior Commission approval, that the beans will continue to be stored in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory, and that Grand Forks Bean will continue to maintain insurance on the dry edible bean inventory. Id. at ¶ 12.
12. The Stipulation provided that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. Although Staff was not aware of any violation, Staff concluded, as a result of several discussions with growers, the warehouse and the bank, that the matter could not be resolved outside an insolvency proceeding. As a result, on January 16, 2015, Staff recommended the Commission issue an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. Id. at ¶ 13

13. On January 16, 2015, the Commission issued an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. ordering that Grand Forks Bean Company, Inc. cease and desist from receiving or purchasing grain, moving any grain out of the Grand Forks facility that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the Stipulation. Id. at ¶ 14.
14. The Commission, eight growers who had filed claims, and Bremer Bank continued to discuss the pending insolvency filing, the interests of the parties in the beans, and the need to sell the bean inventory in the Grand Forks Bean facility to maximize proceeds. All parties agreed the beans should be sold as quickly as possible, before deterioration and during acceptable weather for this commodity. The parties engaged in negotiations on a second Stipulation in order to provide a means to liquidate the inventory and preserve its value, to protect the proceeds, and also to preserve any interest the parties assert in those proceeds for resolution through the insolvency proceeding or via another means. Id. at ¶ 15.
15. The growers assert, under North Dakota Century Code section 60-02-25.1, as outstanding receiptholders, they have a statutory first priority lien giving them rights to all beans held at the Grand Forks facility to satisfy their claims for the beans they sold or delivered to Grand Forks Bean. The bank asserts it has a perfected security interest in the grain inventory and other assets of Grand Forks Bean that may become a part of the trust in any insolvency proceeding and filed a claim to this effect on January 28, 2015. The Commission asserts an interest in the beans and other assets of Grand Forks Bean, arising by statute, with respect to the claims of the growers and other receiptholders, if any. Id. at ¶ 16

16. To move toward liquidation, bids were entertained for purchase of the beans. Central Valley Bean Cooperative, American Bean LLC, SRS Commodities Limited, Star of the West Milling Company, Forest River Bean Co. Inc., Johnstown Bean Company, and Walhalla Bean Company were provided an opportunity to inspect samples of the pinto beans and submit bids. Id. at ¶ 17.
17. Central Valley Bean Cooperative (Central Valley Bean) submitted a bid of \$23.50/cwt delivered to Buxton or \$22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans, including loading and hauling. American Bean LLC submitted a bid of \$22.25/cwt for three bins and \$16.25/cwt for one bin including loading and hauling. SRS Commodities Limited submitted a bid of \$20.00/cwt based on US #1 grade (discounts to be applied as necessary), US #2 - \$1/cwt discount and US #3 - \$2/cwt discount and would furnish equipment, labor and transportation. Id. at ¶ 18.
18. All parties agreed the bid from Central Valley Bean was the most reasonable bid. Id. at ¶ 19.
19. On January 30, 2015, a Stipulation for the Sale of Inventory and Deposit of Proceeds was executed by attorneys for the Commission, Grand Forks Bean Company, eight growers, and Bremer Bank, National Association. (Subsequently all parties agreed via electronic mail that the Letter of Credit from Central Valley Bean need not be irrevocable.) Id. at ¶ 20.
20. Commission Staff informed Central Valley Bean that its bid was accepted, based on the terms submitted, with a price of \$22.75/cwt based off a #1 pinto, normal discounts to apply, including loading and hauling. Id. at ¶ 21.

21. On February 3, 2015, Central Valley Bean began transporting the beans to its licensed grain warehouse in Buxton, North Dakota. The final load of beans was transported on February 11, 2015. A Grand Forks Bean outbound scale ticket was issued for each load of beans moved from the Grand Forks Bean warehouse and a copy of each outbound scale ticket was provided to the Commission. Commission Staff created an assembly report that included a record for each load of beans moved from the Grand Forks Bean warehouse. Id. at ¶ 22.
22. Central Valley Bean issued an inbound scale ticket for each load of beans received with grading information and Grand Forks Bean, the Public Service Commission, and the trucking company indicated as the persons from whom the grain was received. Central Valley Bean provided a copy of each inbound scale ticket to the Commission. Central Valley Bean created a daily assembly report that included a record for each load of beans received and provided a copy of each daily assembly report to the Commission. Id. at ¶ 23.
23. Once all beans were removed from the Grand Forks Bean warehouse and delivered to Central Valley Bean, Central Valley Bean provided a final assembly report to the Commission. Central Valley Bean paid the Commission the full amount due, with a final payment made on February 11, 2015. Id. at ¶ 24.
24. The proceeds from the sale of the beans have been received and deposited in an interest bearing escrow account at the Bank of North Dakota under the name Grand Forks Bean Company, Inc., and the Stipulation for the Sale of Inventory and Deposit of Proceeds was provided to the bank to evidence the conditions of the escrow. The funds remain on

deposit in the Public Service Commission's Grand Forks Bean Company, Inc. escrow account at the Bank of North Dakota. Id. at ¶ 25.

25. On February 13, 2015, the Commission filed an Application for Appointment as Trustee and for Ex Parte Order in District Court, County of Grand Forks, Northeast Central Judicial District. Doc ID # 1.
26. On February 18, 2015, the District Court ordered that Grand Forks Bean must preserve and protect any trust assets as provided in N.D.C.C. ch. 60-04 until the court issues its order granting or denying the application for appointment of the Commission as Trustee of the trust fund. Doc ID # 11. On February 25, 2015, a copy of the Notice of Entry of Ex Parte Order with attached copy of the executed Ex Parte Order to Preserve Trust Assets was served on the parties and also sent by regular mail to fourteen persons the Commission identified from the records of Grand Forks Bean as potential claimants in the insolvency proceeding. Doc ID ## 12-13.
27. Brent Baldwin, Baldwin Farms, Inc., Duane Altendorf, Ron Adams, Nicholas Adams, Chuck B. Nelson and WJS Nelson (John Nelson & Steve Nelson), Curt Amundson, and the Estate of Brad Nelson conditionally objected to the Commission's Application for Appointment as Trustee, asserting that Grand Forks Bean was insolvent substantially before December 19, 2014. Doc ID ## 14-15. The Commission responded, asserting that, if appointed Trustee, the Commission would request a specific insolvency date when it files its Report and Recommendations. Doc ID # 17.
28. On March 25, 2015, the District Court ordered that the Commission is appointed Trustee of the trust fund provided by North Dakota Century Code Chapter 60-04 for the purpose of marshaling all trust assets of the insolvent Grand Forks Bean, Inc. and further ordered

that the date of insolvency be established as on or before December 19, 2014. Doc ID # 26. On March 27, 2015, a copy of the Notice of Entry of Order and a copy of the Notice of Appointment as Trustee and Notice to File Claims was served on the parties through Odyssey or certified mail, as applicable, and also sent by regular mail to ten persons or their attorneys that the Commission identified as potential claimants in the insolvency proceeding. Doc ID ## 27-30. The notice required the filing of claims with the Commission within forty-five days of the final publication of the notice. Doc ID # 28.

29. The Notice of Appointment as Trustee and Notice to File Claims was published as a legal publication in the Grand Forks Herald on April 2 and April 9, 2015, as provided by law. The Grand Forks Herald is located in Grand Forks County and is the official county newspaper of the county in which the Grand Forks Bean warehouse is located.
30. Eleven claims were filed either with the District Court through Odyssey, directly to the Commission, or both. Not all of the claims provided a specific dollar amount claimed. The claims of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf were presented in the form of the hundredweight (cwt) of beans for the market price of the beans prevailing on the date of the insolvency of Grand Forks Bean. The following is a summary of the filed claims:

	Claimant Name	Claim Filed*
a.	Bremer Bank, National Association	\$ 893,614.54
b.	Estate of Brad Nelson	\$ 54,313.20
c.	Brent Baldwin	2,220.36 cwt.
d.	Baldwin Farms, Inc.	1,005.71 cwt
e.	Duane Altendorf	2,408.22 cwt
f.	Curt Amundson	\$ 363,848.40
g.	Chuck Nelson	\$ 39,452.40
h.	WJS Nelson	\$ 50,250.00
i.	Nicholas E. Adams	\$ 29,982.15
j.	Ronald E. Adams	\$ 357,847.73

k. Fessenden Cooperative Association

\$ 270,000.00

* All claims allege interest at varying rates and from varying dates.

31. The balance of the trust fund as of September 1, 2015, is \$767,861.78. *Richter Supp. Aff.* at ¶ 2.

II. APPLICABLE LAW

32. Chapters 60-02 and 60-04, N.D.C.C., address the issues in this case. Pursuant to N.D.C.C. § 60-02-03, the PSC has general supervision powers over public warehouses. Public warehouses include "any elevator, mill, warehouse, subterminal, grain warehouse, terminal warehouse, or other structure or facility not licensed under the United States Warehouse Act [7 U.S.C. 241-273] in which grain is received for storing, buying, selling, shipping, or processing for compensation." N.D.C.C. § 60-02-01(5). "Grain" includes "beans" and as discussed in this report the two will be considered synonymous. N.D.C.C. § 60-02-01(3). Upon receiving grain into a warehouse, a uniform scale ticket must be issued. N.D.C.C. § 60-02-11. All scale tickets must be converted into cash, noncredit-sale contracts, credit-sale contracts, or warehouse receipts within forty-five days after grain is delivered to the warehouse. *Id.*

33. Grain contained in a warehouse is subject to a first priority lien in favor of outstanding receiptholders storing, selling, or depositing grain in the warehouse. N.D.C.C. § 60-02-25.1. "Receipts" are "grain warehouse receipts, scale tickets, checks, or other memoranda given by a public warehouseman for, or as evidence of, the receipt, storage, or sale of grain except when such memoranda was received as a result of a credit sale contract." N.D.C.C. §§ 60-02-01(7); 60-04-01(6). The lien is "preferred to any lien or security interest in favor of any creditor of the warehouseman regardless of the time when

the creditor's lien or security interest attached to the grain." N.D.C.C. § 60-02-25.1.

There is no notice needed to perfect this lien. Id.

34. A licensee is insolvent when it refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed or to make redelivery or payment for grain stored. N.D.C.C. § 60-04-02. Upon insolvency, the PSC, once appointed trustee, shall take all action necessary and appropriate to secure and act as trustee of the trust fund. N.D.C.C. § 60-04-03. The trust fund is established for the benefit of noncredit-sale receiptholders and to pay the costs incurred by the commission in the administration of N.D.C.C. ch. 60-04. N.D.C.C. § 60-04-03.1. The trust fund consists of the items enumerated in N.D.C.C. § 60-04-03.1, including the grain in the warehouse or the proceeds as obtained through the sale of such grain and claims for relief (or proceeds from) any bond given to ensure faithful performance of the warehouseman's duties.
35. Upon appointment as trustee, the PSC shall cause notice of its appointment to be published once each week for two consecutive weeks in a newspaper in the county in which the warehouse is located and may notify by ordinary mail the holders of record outstanding receipts as shown in the warehouseman's records. N.D.C.C. § 60-04-04. The notice requires outstanding receiptholders to file claims against the warehouseman with the PSC along with the receipts or such other evidence of the claims. Id. If a claim is not submitted within forty-five days of the last publication or such longer time as prescribed by the PSC, the PSC is relieved of any further duty or action on behalf of the receiptholder and the receiptholder may be barred from participation in the trust fund. Id.
36. Proper notice has been published and the time for filing claims has passed. After receipt and evaluation of the claims filed, the Commission must file a report containing the

proposed distribution of the trust (less expenses incurred by the PSC), showing the amount and validity of each claim after recognizing:

1. Any proper liens or pledges thereon.
2. Assignments thereof.
3. Deductions therefrom by reason of advances or offsets accrued in favor of the warehouseman.
4. In case of cash claims or checks, the amount thereof, with interest at the weighted average prime rate charged by the bank of North Dakota since the date of the insolvency.
5. In the case of scale tickets or warehouse receipts, the amount thereof based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of insolvency.

N.D.C.C. § 60-04-09. If the trust fund is insufficient to redeem all claims in full, the fund must be shown prorated in the report in the manner the commission deems fair and equitable. Id.

37. The law provides only two classifications for contracts between a grain warehouse and a seller—credit-sale contracts and noncredit-sale contracts. There is no alternative form of contract. As set out in N.D.C.C. § 60-02-01(2):

“Credit-sale contract” means a written contract for the sale of grain pursuant to which the sale price is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale and which contains the notice provided in subsection 7 of 60-02-19.1. If a part of the sale price of a contract for the sale of grain is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale, only such part of the contract is a credit-sale contract.

Any contract that does not meet the above criteria is a noncredit-sale contract. N.D.C.C. § 60-02-01(4).

38. Section 60-02-19.1 sets out several conditions required of a credit-sale contract. These conditions include that all credit-sale contracts must be in writing and be consecutively numbered at the time of printing the contract, and must provide for all of the following:

1. The seller's name and address.
2. The conditions of delivery.
3. The amount and kind of grain delivered.
4. The price per unit or basis of value.
5. The date payment is to be made.
6. The duration of the credit-sale contract.
7. Notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. However, if the warehouseman has obtained bond coverage in addition to that required by section 60-02-09 and such coverage extends to the benefit of credit-sale contracts, the warehouseman may state the same in the credit-sale contract along with the extent of coverage.

A credit-sale contract must also be signed by both parties and executed in duplicate (with one copy retained by the warehouseman and the other delivered to the seller). N.D.C.C. § 60-02-19.1. In order to be a credit-sale contract, the foregoing conditions must be strictly followed. See Findings of Fact, Conclusions of Law, and Order, Public Service Comm'n v. Grabanski Grain, LLC, and Platte River Ins. Co., Northeast Judicial District Case No. 50-2011-CV-00029, at pp. 5-6 (copy attached as Exhibit A).

39. When there is a valid credit-sale contract, a person is eligible to receive indemnity payments from the credit-sale contract indemnity fund if the warehouse becomes insolvent, the seller is not fully compensated, and the sale was after August 2, 2003. N.D.C.C. § 60-10-04; see also N.D.C.C. § 60-10-05 (providing that upon insolvency, the

credit-sale indemnity fund is available for meeting the licensee's obligation when the PSC is trustee). The amount payable from the credit-sale contract indemnity fund for each insolvency may not exceed the lesser of eighty percent of the amount owed to that person in accordance with all of that person's unsatisfied credit-sale contracts or two hundred eighty thousand dollars. N.D.C.C. § 60-10-06.

III. RECOMMENDATIONS

A. Status of Claims

40. There are essentially three types of claims filed in this case: 1. Claims by individual growers; 2. A claim by Bremer Bank; and 3. A contract claim by Fessenden Cooperative Association. The Estate of Brad Nelson, Brent Baldwin, Baldwin Farms, Inc., Duane Altendorf, Curt Amundson, Chuck Nelson, WJS Nelson, Nicholas E. Adams, and Ronald Adams have all provided sufficient documentation establishing the amount of grain each respectively delivered to Grand Forks Bean. The first step is to determine whether and which of their respective claims are credit-sale or noncredit-sale contracts. The Commission recommends all of these claims be considered noncredit-sale contracts.
41. There are specific statutory requirements in order for a contract to be considered a credit-sale contract. N.D.C.C. § 60-02-19.1. For various reasons, the individual grower claims do not meet all of the requirements necessary to be considered credit-sale contracts.

i. Estate of Brad Nelson

42. The Estate of Brad Nelson submitted a claim for \$54,313.20 plus interest from July 1, 2014. This claim is based on a quantity of 1,810.44 cwt of beans priced at \$30.00 per cwt. The Estate's claim includes a *Dry Bean Contract* dated October 16, 2012, signed by Grand Forks Bean. The signature for Brad Nelson is noted as "phone w/ Brad". The *Dry*

Bean Contract indicates Nelson agrees to deliver #1 pinto beans to Grand Forks Bean at the time of harvest. Grand Forks Bean agreed to pay "\$33.00 per cwt, clean basis, #1's." Payment was to be made 100% on December 31, 2013. Documentation submitted along with the claim supports the 1,810.44 cwt of beans were received by Grand Forks Bean on September 14, 2013, for which Brad Nelson has not been paid. Brad Nelson's claim information was filed with the Court as Doc ID ## 43-44.

43. In addition to the information submitted by Brad Nelson, the Commission's investigation disclosed a *Price Later Marketing Agreement* in the files of Grand Forks Bean. The *Price Later Marketing Agreement* appears to be dated September 6, 2013. There is a signature on the *Agreement* purporting to be by Brad Nelson. The *Agreement* contains the following terms:

1. The company [Grand Forks Bean Co., Inc.] 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 delivery 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. [title warranty]
7. [non-assignability]

8. Service fee of \$.00329 per cwt applies.

There is a handwritten note on the *Agreement* stating "1,810.44 cwt". *Affidavit of Timothy Erdmann* ("Erdmann Aff.") at ¶ 6(a) & Ex. 1 (September 30, 2015).

44. The Commission recognizes there may be some dispute for this claim, as well as the others that will be discussed later, whether the agreements were actually signed or agreed to by the claimants. Regardless, the Commission recommends that neither the *Price Later Marketing Agreement* nor the *Dry Bean Contract* be considered a credit-sale contract because they do not meet all of the statutory requirements for a credit-sale contract. While there may be additional reasons not necessarily specified, the *Price Later Marketing Agreement* should not be considered a credit-sale contract because it does not indicate the date on which payment is to be made or a duration. N.D.C.C. § 60-02-19.1(4). Further, the *Price Later Marketing Agreement* does not provide a price per unit or basis of value. *Id.* at (4).
45. The *Dry Bean Contract* also does not include a duration of the agreement and does not include notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. N.D.C.C. § 60-02-19.1(6), (7).
46. Further, N.D.C.C. § 60-02-19.1 requires credit-sale contracts to be "signed by both parties and executed in duplicate."

From the language of NDCC 60-02-19.1, the absence of a signature by both of the parties to the contract precludes it from otherwise constituting a credit-sale contract. The statutory language requires that a credit-sale contract be manifested by not only written form but by the signature of both parties. To conclude otherwise requires the Court to disregard what the legislature set out as the requirements to create an enforceable credit-sale contract. So, any claim manifested by a document not signed by both parties can never constitute a credit-sale contract regardless of the language in the unsigned document.

Grabanski Grain, at ¶ 19 (filed herewith). These requirements are not met for either the *Dry Bean Contract* or the *Price Later Marketing Agreement*.

47. Without all information satisfying the requirements of a credit-sale contract, it is not possible to administer indemnity payments from the credit-sale contract fund under the applicable law as the amount of payments are based on the actual amount owed to a person in accordance with the specific, required terms of the credit-sale contract.
48. Accordingly, the Commission recommends the claim by the estate of Brad Nelson be considered a valid noncredit-sale claim for 1,810.44 cwt.

ii. **Brent Baldwin**

49. Brent Baldwin has submitted a claim based upon a quantity of 2,220.36 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Brent Baldwin's claim includes two *Dry Bean Contracts* dated September 6, 2013, along with documentation supporting 2,220.35 cwt claimed. The relevant terms of the *Dry Bean Contracts* are all the same as discussed above with the Estate of Brad Nelson's claim. There are differences in the price, and the *Dry Bean Contract* no. 1002 indicates the payment shall be made "at time of sale." The *Dry Bean Contracts* are signed by Grand Forks Bean and "per phone with Brent". Brent Baldwin's claim information was filed with the Court as Doc ID ## 46-49.
50. Baldwin also provided a copy of a *Price Later Marketing Agreement* which he asserts was never signed or agreed to by him, but was obtained by him from the Commission during its investigation. The *Price Later Marketing Agreement* contains the same terms described above except it is noted to have a \$.00493 service charge. Id.

51. For the reasons explained in the claim of the Estate of Brad Nelson, the Commission recommends the claim by Brent Baldwin be considered a valid noncredit-sale claim for 2,220.35 cwt.

iii. **Baldwin Farms, Inc.**

52. Baldwin Farms, Inc. has submitted a claim based upon a quantity of 1,005.71 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Baldwin Farms' claim includes documentations supporting 1,005.72 cwt. Baldwin Farms' claim information was filed with the Court as Doc ID ## 50-53.

53. Baldwin Farms also provided a copy of a *Price Later Marketing Agreement* which it asserts was never signed or agreed to, but was obtained by him from the Commission during its investigation. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00493 service charge. Id.

54. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Baldwin Farms be considered a valid noncredit-sale claim for 1,005.72 cwt.

iv. **Duane Altendorf**

55. Duane Altendorf has submitted a claim based upon a quantity of 2,408.22 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Altendorf's claim includes documentations supporting the cwt claimed. Duane Altendorf's claim information was filed with the Court as Doc ID ## 54-57.

56. Altendorf also provided a copy of a *Price Later Marketing Agreement* which he asserts was never signed or agreed to, but was obtained by him from the Commission during its

investigation. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00329 service charge.

57. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Altendorf be considered a valid noncredit-sale claim for 2,408.22 cwt.

v. Curt Amundson

58. Curt Amundson has submitted a claim for \$363,848.40 with interest after July 1, 2014, based upon a quantity of 12,128.28 cwt of beans at \$30.00 per cwt. Amundson acknowledges an offset should be applied in the amount of \$42,753.00 arising from a purchase of seed by him from Grand Forks Bean. Amundson's claim includes documentation supporting the cwt claimed. Amundson's claim information was filed with the Court as Doc ID ## 59-60.
59. Amundson also provided a copy of a *Price Later Marketing Agreement* dated September 5, 2013. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00493 service charge. Id.
60. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Amundson be considered a valid noncredit-sale claim for 12,128.28 cwt less the identified offset for the seed purchase.
61. The Commission recommends the amount of the offset applied to Amundson's claim be \$51,312.15. In a search of Grand Forks Bean's records, an invoice (No. 1221) was found indicating the purchase of seed resulting in the offset. The amount of the invoice is \$55,160.56, which includes \$51,312.15 for Pinto Seed and \$3,848.41 for interest. No additional documentation regarding the offset has been provided by Amundson or located

in Grand Forks Bean's records. Absent any documentation showing the difference between what Amundson asserts is the correct amount of the offset and what is reflected in Grand Forks Bean's records, the Commission recommends the amount of the offset approved be \$51,312.15 as reflected as the amount of seed sold to Amundson in Grand Forks Bean's records. See Erdmann Aff. at ¶ 6(c) & Ex. 2.

vi. Chuck Nelson

62. Chuck Nelson has submitted a claim in the amount of \$39,452.40 with interest after July 1, 2014, based upon a quantity of 1,315.08 cwt of beans based on \$30.00 per cwt. Chuck Nelson's claim includes a *Dry Bean Contract* dated October 16, 2012, along with a scale ticket summary supporting the 1,315.08 cwt claimed. The relevant terms of the *Dry Bean Contract* are all the same as discussed above. The price listed is \$33.00 per cwt. The *Dry Bean Contract* is signed by Grand Forks Bean and "phone w/ Chuck" as well as "Nelson Farms by Charles B. Nelson." Chuck Nelson's claim information was filed with the Court as Doc ID ## 64-66.
63. Chuck Nelson also submitted a *Price Later Marketing Agreement*. The *Price Later Marketing Agreement* contains the same terms described above except it is noted to have a \$.00493 service charge.
64. For the reasons explained above with respect to the *Dry Bean Contract* and the *Price Later Marketing Agreement*, the Commission recommends the claim by Chuck Nelson be considered a valid noncredit-sale claim for 1,315.08 cwt.

vii. WJS Nelson

65. WJS Nelson has submitted a claim in the amount of \$50,250.00 with interest after April, 2015, based upon a quantity of 1,675 cwt of beans based on \$30.00 per cwt. WJS

Nelson's claim includes three scale tickets supporting a net of 1,600.91 cwt. The price listed is \$30.00 per cwt.

66. There were no contracts provided by WJS Nelson, and none were found in the Commission's investigation. Accordingly, Commission recommends the claim by WJS Nelson be considered a valid noncredit-sale claim for 1,600.91 cwt. WJS Nelson's claim information was filed with the Court as Doc ID ## 62-63.

viii. Nicholas E. Adams

67. Nicholas E. Adams has submitted a claim in the amount of \$29,982.15 with interest after September 15, 2012, based upon a quantity of 908.55 cwt of beans based on \$33.00 per cwt. Nicholas E. Adams' claim includes a *Price Later Marketing Agreement* dated November 27, 2013, along with a scale ticket summary supporting the 908.55 cwt claimed. Nicholas E. Adams asserts the *Price Later Marketing Agreement* was not signed or authorized to be signed by him, but was obtained from the Commission. Nicholas Adams's claim information was filed with the Court as Doc ID ## 67-68. Scale tickets were located in Grand Forks Bean's files supporting the 908.55 cwt claimed. *Erdmann Aff.* at ¶ 6(h) & Ex. 4.
68. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00493 service charge.
69. For the reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Nicholas E. Adams be considered a valid noncredit-sale claim for 908.55 cwt.

ix. **Ronald E. Adams**

70. Ronald E. Adams has submitted a claim in the total amount of \$357,847.73 plus interest after March 29, 2012 on 6,232.33 cwt and after December 31, 2012 on 1,545.91 cwt. Ronald E. Adams submitted scale ticket summaries and scale tickets to support his claim. The Commission's investigation revealed two *Price Later Marketing Agreements*, each dated November 27, 2013. Ronald E. Adams asserts he did not sign or authorize his signature on the *Agreements*. Ronald Adams's claim information was filed with the Court as Doc ID ## 69-73. Scale tickets were located in Grand Forks Bean's files supporting the 7,778.24 cwt claimed. *Erdmann Aff.* at ¶ 6(h) & Ex. 5.
71. The *Price Later Marketing Agreements* contain the same terms in the other agreements discussed and have a \$.00493 service charge.
72. For the reasons explained previously regarding the *Price Later Marketing Agreement*, the Commission recommends the claim by Ronald E. Adams be considered a valid noncredit-sale claim for 7,778.24 cwt.

x. **Bremer Bank, National Association**

73. Bremer Bank National Association submitted a claim in the amount of \$893,614.54 plus interest based upon security interests arising from *Commercial Security Agreements*, *UCC Financing Statements*, and a *Loan Workout Agreement*. Bremer Bank asserts it is entitled to the first distribution, prior to distribution to any other claimant, from the trust assets. Alternatively, it asserts it is entitled to second distribution, following distribution to valid receipt holders. Bremer Bank's claim information was filed with the Court as Doc ID ## 31-41.

74. The Commission recommends the valid receiptholders have priority over Bremer Bank's claim. Bremer Bank's claim is not as a valid receiptholder because it did not deliver grain to Grand Forks Bean. Further, any security interest the bank may have in Grand Forks Bean's inventory is secondary to the valid receiptholders. See N.D.C.C. § 60-02-25.1 (grain contained in a warehouse is subject to a first priority lien in favor of outstanding receiptholders storing, selling, or depositing grain in the warehouse); Public Service Comm. v. Valley Bean Farmers Bean Ass'n., 365 N.W.2d 528, 536-37 (N.D. 1985). The lien is "preferred to any lien or security interest in favor of any creditor of the warehouseman regardless of the time when the creditor's lien or security interest attached to the grain." N.D.C.C. § 60-02-25.1. Further, the Bank's asserted interest does not constitute a "receipt" as that term is defined in N.D.C.C. §§ 60-02-01(7) or 60-04-01(6). The Commission recommends the Court determine the Bank does not have a valid claim under N.D.C.C. ch. 60-02 or 60-04.

xi. Fessenden Cooperative Association

75. Fessenden Cooperative Association ("FCA") submitted a claim in the amount of \$270,000 plus interest from date payment was to be made based upon alleged breach of two contracts for Grand Forks Bean to purchase pinto beans from FCA. FCA's claim information was filed with the Court as Doc ID ## 82-85.
76. The Commission recommends FCA's claim be denied in this proceeding. Its asserted claim does not constitute a "receipt" as that term is defined in N.D.C.C. §§ 60-02-01(7) or 60-04-01(6). The Commission recommends the Court determine FCA does not have a valid claim under N.D.C.C. ch. 60-02 or 60-04.

B. Insolvency Date

77. Pursuant to N.D.C.C. § 60-04-02, a licensee is insolvent when the licensee refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored. Establishing the date of insolvency is important to determine the price to be paid for outstanding claims and the interest. The Commission recommends the date of insolvency be established as December 19, 2014. There is no documentation in the claims filed or other information received and reviewed by the Commission that Grand Forks Bean refused, neglected, or was unable upon proper demand to make payment for grain purchased or marked for redelivery or payment for grain stored before this date. On December 19, 2014, Nick Adams and Ron Adams communicated to the PSC, both indicating Grand Forks Bean has "not been able to market our beans or pays us for them." *Richter Aff.* at ¶ 11 (Doc ID # 4). The amount of the claims in this case involves a total cwt of 31,175.79. When the beans were sold to Central Valley Coop., there was 36,022.80 gross and 33,439.68 net cwt, along with pinto bean splits of 834.20 gross and 651.07 net cwt. Accordingly, it appears Grand Forks Bean had enough beans to make redelivery of the beans stored, but refused, neglected or was unable to do so as of December 19, 2014. Prior to that date, there is no documentation that would allow the PSC to provide a basis for any other "date of insolvency." As a result, the PSC recommends December 19, 2014, be considered the date of insolvency. Having recommended a date of insolvency, the next consideration is the price to be applied.

C. Price

78. As the valid claims in this case all arise from scale tickets, the amount of each claim is "based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency." N.D.C.C. § 60-04-09. As indicated above, the recommended date of insolvency is December 19, 2014. The Commission recommends the Court order that the market price prevailing on the date of insolvency is \$23.00 per cwt. This amount is based on the United States Department of Agriculture -- Colorado Department of Ag Market News as of December 16, 2014 (the closest pricing date to December 19). This is not a daily market and there were no prices listed during the holiday week, which included December 19. The bean price was also \$23.00 at the next market report on January 6, 2015. *Erdmann Aff.* at ¶ 7 & Ex. 6.
79. Grain asset proceeds are sufficient to pay each valid claimant 100% of each claim. The Commission recommends that the valid noncredit-sale claimants be paid 100% of the claims, plus interest from the date of insolvency. The Commission recommends that payment for each claim be made jointly payable to the claimant and any relevant valid lien holders at the time checks are issued. The final amounts to be paid will be determined once Court approval is received.
80. Under North Dakota Century Code section 60-04-09(5) interest may be paid in the case of scale tickets to claimants at the weighted average prime rate charged by the Bank of North Dakota since the date of insolvency. The Bank of North Dakota's weighted average prime rate is 3.25% which has been in place since December 17, 2008. *Erdmann Aff.* at ¶ 8 & Ex. 7. When trust proceeds are distributed there will be funds available to

pay interest from the date of insolvency. Therefore, we propose to pay the claimant's interest on each respective valid claim from the date of insolvency.

81. Grand Forks Bean had a Storage, Handling, and Delivery Policy posted at its facility indicating a Storage Rate and Service Rate of \$0.15/cwt/month. *Erdmann Aff.* at ¶ 9 & Ex. 8. There are legal requirements for assessing storage in a case involving warehouse receipts. See N.D.C.C. §§ 60-02-11, 13, 16, 17. These sections address the requirements for storage charges in situations involving a warehouse receipt. There are no true warehouse receipts in this case and the Commission recommends the storage provisions relating to warehouse receipts be considered not applicable. Commission Staff has found no information or documentation other than the posted policy regarding storage. Pursuant to N.D.C.C. § 60-02-30, all storage contracts terminate for dry edible beans on April 30 of each year. If a public warehouseman does not notify a receiptholder by mail of an intention to terminate a storage contract as required, storage charges for the preceding twelve months are forfeited. N.D.C.C. § 60-02-30(4). Accordingly, the Commission recommends applying a storage rate of \$0.15/cwt/month from May 1, 2014, through December 18, 2014, for a total amount of storage charges on the 31,175.79 cwt of beans at issue of \$35,540.40.
82. An assessment at the rate of ten cents per cwt must be imposed upon all dry beans grown in this state, delivered into this state, or sold to a designated handler. N.D.C.C. § 4.1-06-12 ("edible bean promotion"). Therefore, this assessment totaling \$3,117.58 should be applied to the beans in this case as it would have applied upon the sale of the beans by Grand Forks Bean. *Erdmann Aff.* at ¶ 10.

83. As a result, the valid claim amounts total \$717,043.17 minus \$3,117.58 for the edible bean promotion, minus \$35,540.40 for storage charges, minus \$51,312.15 for the Amundson seed offset, for a value of \$627,073.04 plus interest of \$16,017.33 (interest through October 1, but which will continue to accumulate) as shown below and with additional detail in Exhibit 9 to the *Affidavit of Timothy Erdmann*.

	Claimant Name	CWT verified	Claim Amount Based on Prevailing Market Price on 12/19/14**
a.	Estate of Brad Nelson	1,810.44 cwt	\$ 39,395.17
b.	Brent Baldwin	2,220.35 cwt	\$ 48,314.82
c.	Baldwin Farms, Inc.	1,005.72 cwt	\$ 21,884.47
d.	Duane Altendorf	2,408.22 cwt	\$ 52,402.87
e.	Curt Amundson	12,128.28 cwt	\$ 212,599.22
f.	Chuck Nelson	1,315.08 cwt	\$ 28,616.14
g.	WJS Nelson	1,600.91 cwt	\$ 34,835.80
h.	Nicholas E. Adams	908.55 cwt	\$ 19,770.05
i.	Ronald E. Adams	7,778.24 cwt	\$ 169,254.50

**Claim amount after bean promotion and storage charges (and Amundson's seed offset in the amount of \$51,312.15) are deducted and before any interest is added as interest will continue to accumulate.

84. No proceeds from the credit-sale contract indemnity fund will be needed to meet the insolvent licensee's obligations because there are no holders of valid credit-sale contracts.

85. North Dakota Century Code section 60-04-09 provides that expenses incurred in administering the insolvency are reimbursable from the trust fund. The Commission recommends reimbursement for the expenses incurred for postage, publication, legal and miscellaneous expenses. The total amount incurred as of September 1 is \$6,912.30. *Richter Supp. Aff.* at ¶ 4 & Ex. 4. The Commission requests the final amount to be paid

for expenses incurred administering the insolvency be determined following any hearing and final proceedings once Court approval is received.

86. Contemporaneously with the filing of this Report and Recommendation a motion to approve the Report and Recommendation, approve payments, and discharge Trustee has been filed with the North Dakota District Court located in Grand Forks County North Dakota. Any interested party may appear at the hearing to show cause why the Report and Recommendation should not be approved. The Court has scheduled a hearing on this matter for March 14-16, 2016, at 9:00 a.m., before the Honorable Jon J. Jensen, at the Grand Forks County Courthouse, 124 South 4th Street, Grand Forks, North Dakota 58201.

Wherefore the Commission asks the Court to:

87. Approve the Report and Recommendation of the Trustee.
88. Authorize the Commission to make payments of trust fund proceeds consistent with this Report and Recommendation to persons with valid claims for grain purchased via a noncredit-sale by Grand Forks Bean Company, Inc. at Grand Forks, North Dakota.
89. Authorize the Commission to make payment for fees, expenses, etc. in administering the insolvency in a final amount to be established upon Court approval.
90. Discharge the Public Service Commission, as Trustee, once trust fund assets have been distributed and all payments have been made.

Dated this 30th day of September, 2015.

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