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

Date Submitted: 3/3/2016 5:17:29 PM CST

Filing Code: Deposition

Filing Desc: Deposition of Chuck Nelson

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284 GE-15-36 Filed 03/03/2016 Pages: 19
Notification of Service – Deposition of Chuck Nelson
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1 DISTRICT COURT, GRAND FORKS COUNTY, NORTH DAKOTA
 2 Civil No. 18-2015-CV-00240
 3
 4 Public Service Commission)
 5 Petitioner,)
 6 vs.)
 7 Grand Forks Bean Company, Inc.,)
 8 Auto-Owners Insurance Company,)
 9 Respondents.)

 9 DEPOSITION OF CHUCK NELSON
 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
 20 For the Claimants Nick Adams, Ron Adams and
 21 Chuck Nelson:
 22 CAMRUD, MADDOCK, OLSON & LARSON, LTD.
 23 P. O. Box 5849
 24 Grand Forks, North Dakota 58206-5849
 25 By: RUSS J. MELLAND, ESQ.
 26
 27 For the Claimants Brent Baldwin, Baldwin
 28 Farms, Inc., and Duane Altendorf:
 29 PEARSON CHRISTENSEN, PLLP
 30 P. O. Box 5758
 31 Grand Forks, North Dakota 58206-5758
 32 By: DANIEL L. GAUSTAD, ESQ.

1 I N D E X
 2
 3 DEPONENT: PAGE NO.
 4 CHUCK NELSON
 5 Examination by . . . Mr. Schroeder 5
 6 Examination by . . . Mr. Armstrong 26
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 9
 10
 11 EXHIBIT MARKED
 12 No. 33 -- Claim 9
 13
 14
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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 MORLEY LAW FIRM, LTD.
 6 P. O. Box 14519
 7 Grand Forks, North Dakota 58208-4519
 8 By: MICHAEL J. MORLEY, ESQ.
 9
 10 For Bremer Bank, National Association:
 11 ZIMNEY FOSTER P.C.
 12 3100 South Columbia Road, Suite 200
 13 Grand Forks, North Dakota 58201
 14 By: JOHN D. SCHROEDER, ESQ.
 15
 16 Also Present: Brent Baldwin
 17 Duane Altendorf
 18
 19 Taken By: Joy Filipksi, Court Reporter
 20
 21
 22
 23
 24
 25

1 . . . The following is the Deposition
 2 of CHUCK NELSON, taken at the request of the
 3 Attorney for Bremer Bank, National Association
 4 in the above-entitled cause, pending in the
 5 District Court, Grand Forks County, North
 6 Dakota, pursuant to Amended Notice and the
 7 North Dakota Rules of Civil Procedure, before
 8 Joy 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 1:34 o'clock p.m., at which time counsel
 14 appeared as hereinbefore set forth . . .
 15
 16
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 22
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COPY

5

1 CHUCK NELSON,
 2 a Claimant, of Thompson, North Dakota, called
 3 as a witness by the Attorney for Bremer Bank,
 4 National Association, being first duly sworn by
 5 Joy Filipski, Court Reporter, a Notary Public
 6 within and for the State of North Dakota, was
 7 examined and deposed on his oath as follows:
 8
 9 EXAMINATION
 10 BY MR. SCHROEDER:
 11 Q. We'll go ahead and have you state
 12 your name for the record, please?
 13 A. Charles B. Nelson.
 14 Q. Okay. And your attorney probably
 15 went over this, but I'll state it, too. I'll
 16 be asking you a series of questions. If you
 17 don't understand the question at any time, just
 18 ask me to rephrase it or say you don't
 19 understand the question.
 20 If you answer the question, I'm
 21 going to assume that you understood what I was
 22 asking you.
 23 When I ask a question, please wait
 24 until I've finished asking the question before
 25 you start answering. It's a courtesy to our

6

1 court reporter.
 2 I will also not interrupt your
 3 answers.
 4 If the question asks for a yes or
 5 no answer, please respond with yes or no, not a
 6 nod of your head or an uh-huh.
 7 And if you need to take a break,
 8 let us know and we can take a break.
 9 Okay. What is your age?
 10 A. 64.
 11 Q. 64.
 12 Okay. And what's your, your
 13 present address?
 14 A. 795 11th Street Northeast,
 15 Thompson, North Dakota, 58278.

16 Q. Okay. And what is your educational
 17 background?
 18 A. College. High school, college.
 19 Q. Where did you go to college?
 20 A. Wahpeton Science, business and
 21 accounting.
 22 Q. And when did you graduate from
 23 Wahpeton?
 24 A. '71. 1971.
 25 Q. Okay. And then after you

7

1 graduated, what, what did you do for a, a
 2 living?
 3 A. I had farmed, I planned on going on
 4 to further school, but I got too busy on the
 5 farm and I never made it back.
 6 Q. All right. So you've been
 7 continuously farming since 1971?
 8 A. That's correct.
 9 Q. Okay. Any other work you're
 10 involved in?
 11 A. Just volunteer stuff a little bit,
 12 here and there.
 13 Q. Okay. What type of volunteer work?
 14 A. Well, I, I've been on school boards
 15 and different boards in the past.
 16 Q. Okay. What, what other type of
 17 schooling were you considering?
 18 A. Additional, either at NDSU or
 19 Moorhead State, either in the business or
 20 agriculture.
 21 Q. Okay. And you're still engaged in
 22 farming; is that --
 23 A. That's --
 24 Q. -- right?
 25 A. -- correct.

8

1 Q. All right. And you, you farm
 2 mainly in the Thompson area. Is that right?
 3 A. Yes.
 4 Q. Okay. And for the crop year 2013,
 5 what, what crops did you grow, if you recall?
 6 A. Well, we had pinto beans, black
 7 turtles, sugar beets, wheat, barley, oats.
 8 Q. Okay. And then when you harvested
 9 those crops, what, what would you do with them?
 10 A. A majority would be stored on the
 11 farm. Of course sugar beets were delivered to
 12 American Crystal.
 13 The edible beans are delivered.
 14 Pinto beans were delivered to Grand
 15 Forks Bean.

16 Q. Besides the edible beans, any other
 17 bean -- any other crops that you --
 18 A. Did I say soybeans? I don't recall
 19 if I said soy -- did I say soybeans there?
 20 Q. Nope, you didn't. So --
 21 A. Okay, I'm sorry.
 22 Q. No worries.
 23 So for the -- everything but the
 24 edible beans, you, you would just store those
 25 on the farm and then sell them. Is that right?

9

1 A. For the most part.

2 Q. Okay. You wouldn't store them in

3 an elevator necessarily?

4 A. Oh, on occasion.

5 Q. Okay. If, if you stored any of

6 those, wheat, barley, any of those nonedible --

7 crops other than edible beans, where would you

8 store those at?

9 A. Local elevator.

10 Q. Okay. Then the -- for 2013, those

11 black, black turtle beans, where, where were

12 those delivered to?

13 A. I believe they were delivered to

14 Oslo.

15 Q. Okay. And then the pintos, were

16 all of the pintos for 2013 that you grew

17 delivered to Grand Forks Bean?

18 A. That's correct, yes.

19 MR. SCHROEDER: Let's mark this.

20 (Whereupon, Deposition Exhibit No.

21 33, Nelson, was marked for identification.)

22 Q. (By Mr. Schroeder) I'll show you

23 what's been marked as Deposition Exhibit No.

24 33. It says: Claim of Chuck Nelson. Do you

25 recognize that document?

10

1 A. Yes, I do.

2 Q. Okay. And does that essentially

3 lay out the, the claim you're making of what

4 Grand Forks Bean owes you for those 2013 pinto

5 beans?

6 A. Yes, it would.

7 Q. Okay. So the -- looking at the

8 first page of that Exhibit 33, the date July 1,

9 2014, why is that reference there?

10 A. I don't know.

11 Q. Okay. And so you're, you're

12 claiming you delivered 1,000 -- or at least

13 have remaining delivered 1,315.08 hundredweight

14 of pinto beans at Grand Forks Bean; is that --

15 A. Yes.

16 Q. -- right?

17 Okay. And then you're saying

18 you're, you're owed a price of \$30 per

19 hundredweight for that amount of pinto beans.

20 Is that right?

21 A. I don't know.

22 It says it on the front page.

23 Q. Okay. But you don't know why it

24 says \$30 per --

25 A. No.

11

1 Q. -- hundredweight there?

2 Okay. Do you have a, an -- did you

3 have an agreement for 1,315.08 hundredweight of

4 beans with Grand Forks Bean at \$30 a

5 hundredweight?

6 A. No, I did not.

7 Q. Okay. I'll have you turn to the

8 second page of that Exhibit, that's listed

9 Exhibit A in front of you? Do you recognize

10 that, that document?

11 A. (No verbal response.)

12 Q. That's titled: Price Later

13 Marketing Agreement. Do you recognize that?

14 A. When I received it from the PSC.

15 Q. Okay. And would you agree that

16 the, the company listed at the top there is

17 Grand Forks Bean Company, Incorporated?

18 A. That's what it states.

19 Q. Okay. And the grower listed is

20 Chuck Nelson?

21 A. Yes.

22 Q. Okay. And at the bottom there,

23 where it says, dated 29th day of September,

24 2013, would you agree it says that?

25 A. Never saw it.

12

1 Q. Okay. And the line where it says:

2 Grower, is that your signature above where it

3 says: Grower?

4 A. No, it is not.

5 Q. No, it's not, okay.

6 And where it says C.N. in the box

7 there, is that your initials?

8 A. No.

9 Q. No.

10 Okay. But you would agree this is

11 a document you filed with your claim in this

12 matter. Is that right?

13 A. I don't recall.

14 This (indicating) is the history.

15 Q. Okay. Looking at Exhibit B to

16 Exhibit 33, do you recognize that, that

17 document?

18 A. Yes, I do.

19 Q. Okay. What, what, what's that

20 document?

21 A. That's an edible bean or dry bean

22 contract.

23 Q. Okay. And this was a, an agreement

24 you had with Grand Forks Bean Company?

25 A. Yes.

<p>13</p> <p>1 Q. Okay. And what, what were -- what 2 was your understanding of the agreement with 3 Grand Forks Bean based on this document? 4 A. We had X amount of pounds 5 contracted at a specific price. And we would, 6 after delivering the beans, we would receive 7 the income from those beans on that specified 8 amount and -- of money and price. 9 Q. Okay. 10 A. Beans. 11 Q. Then down there, where it says: 12 Seller, is your signature -- 13 A. That's -- yes. 14 Q. -- at the bottom there? 15 I'll have you turn back to Exhibit 16 A. 17 Do you see, on the left-hand side, 18 that handwritten note, where it references: 19 5,000, 12-31-13? 20 A. Yes. 21 Q. Is that a reference to the 5,000 22 hundredweight shown on Exhibit B in that dry 23 bean contract? 24 A. Yes. 25 Q. Okay. I'll have you turn to</p>	<p>15</p> <p>1 Q. Okay. At a specific price or how 2 would, how would that work? 3 A. When I decided to sell them, I 4 would call him and/or stop in to ask to sell 5 them. 6 Q. Okay. So other than the documents 7 that were filed with the claim, I guess the 8 scale tickets represented on the assembly 9 sheet, do you have any other documents showing 10 these 2013 pinto beans that were delivered to 11 Grand Forks Bean? 12 A. Other than the scale tickets, no. 13 Q. Okay. 14 Okay. For the pinto beans in 2013 15 that were delivered, did you deliver those 16 personally yourself? 17 A. I delivered a couple loads myself. 18 Q. Okay. Do you recall what date that 19 was? 20 A. No, I do not. 21 Q. Okay. Well, let's look at the 22 assembly sheet. Would it have been September 23 25, 2013? 24 A. I don't know. 25 Q. Okay. How about in November, do</p>
<p>14</p> <p>1 Page -- I guess it's the second pa -- third 2 page of Exhibit 33. Do you recognize what that 3 document is? 4 A. Yes. 5 Q. Okay. And what is that document? 6 A. Assembly sheet. 7 Q. Okay. And so this is a summary of 8 the, the scale tickets representing the beans 9 that you delivered to Grand Forks Bean Company 10 in, it looks like September and November of 11 2013? 12 A. Yes. 13 Q. Okay. So when you delivered your 14 pinto beans to Grand Forks Bean in the fall of 15 2013, what was your, your understanding with 16 respect to those those beans being delivered?</p>	<p>16</p> <p>1 you recall delivering them in November? 2 A. I believe I did. 3 Q. Okay. So for the beans that 4 weren't personally delivered by you, who would 5 have delivered those? 6 A. Employees. 7 Q. Okay. So who were your employees 8 in 2013 that would have delivered the -- 9 A. I -- 10 Q. -- beans? 11 A. -- don't recall all of them. 12 Q. Okay. Can you list the names that 13 you do recall? 14 A. Lloyd Stevens. Oliver Castro, Jr. 15 Myself, perhaps. 16 I can't think of anybody else</p>
<p>17 A. We had a bona fide contract of 18 5,000, 500,000 pounds. 19 Q. And for any beans over that 5,000, 20 what was your understanding? 21 A. We would sell them later. 22 Q. And by "sell them later", what, 23 what do you mean? Sell them to who or -- 24 A. They were delivered to Grand Forks 25 Bean, so I would sell them to Grand Forks Bean.</p>	<p>17 Q. Okay. Any current employees that 18 were working for you, that were working for you 19 in 2013? 20 A. Yeah. 21 Q. Okay. And is that Lloyd and 22 Oliver? 23 A. Just a -- Lloyd. 24 Q. Just Lloyd. 25 Okay. But you would have, still</p>

<p>17</p> <p>1 have payroll records for September and November 2 of 2013 that would show who your employees are? 3 A. Yeah. 4 Q. Okay. And who would have those 5 payroll records? 6 A. I would. 7 Q. Okay. And would an accountant? 8 A. Well, I would. 9 Q. Okay. But would an accountant have 10 those records, too? 11 A. No. 12 Q. No, okay. 13 And do you pay your employees by 14 check? 15 A. Yes. 16 Q. Okay. And what bank is the account 17 with that those checks are drawn on? 18 A. U.S. Bank. 19 Q. U.S. Bank. 20 Okay. And at 2013, that would have 21 been true, that it would have been U.S. Bank, 22 had your payroll account? 23 A. Yes. 24 Q. Okay. So regarding this 1,315.08 25 hundredweight of beans, what conversations did</p>	<p>19</p> <p>1 Q. Okay. Any e-mail contact with 2 Grand Forks Bean? 3 A. No. 4 Q. Okay. Any text message contact 5 with Grand Forks Bean? 6 A. No. 7 Q. Okay. Who, who at Grand Forks Bean 8 was your -- the people you had contact with 9 related to this 1,315.08 hundredweight? 10 A. Todd. 11 Q. Anybody else? 12 A. (No verbal response.) 13 Q. No? 14 A. Don't recall. 15 Q. Did you ever request that Grand 16 Forks Bean redeliver 1,315.08 hundredweight of 17 beans to you? 18 A. No. 19 Q. Okay. Have you had any 20 conversations with any of the other farmers 21 who've made a claim in this, this matter 22 related to Grand Forks Bean Company? 23 A. When? 24 Q. Ever. 25 A. Yes.</p>
<p>18</p> <p>1 you have with Grand Forks Bean regarding, 2 regarding those? 3 A. January of '14, I asked to sell 4 them. 5 Q. And what was the response to that? 6 A. We'll work on it. 7 Q. Okay. Was there a certain dollar 8 amount or anything that you discussed in 9 January -- 10 A. I do not -- 11 Q. -- of '14? 12 A. -- recall. 13 Q. Okay. And that would have been a 14 phone conversation or in person? 15 A. That was telephone. 16 Q. Okay. Any other communications? 17 A. Perhaps once or twice. 18 Q. Okay. Do you -- when were those? 19 A. Getting close to the spring. 20 Q. Spring of 2014? 21 A. Yes. 22 Q. Okay. And what, what were those 23 communications? 24 A. The same thing. 25 Like the beans sold.</p>	<p>20</p> <p>1 Q. Okay. Who have you had 2 conversations with related to Grand Forks Bean 3 Company? 4 A. Curt Amundson. 5 Q. Okay. Any others? 6 A. I don't recall. 7 Q. Okay. Any e-mail communication 8 with any of the other farmers who've filed a 9 claim in this matter? 10 A. No. 11 Q. Any other written communications 12 with -- 13 A. No. 14 Q. -- them? 15 All right. So with Curt Amundson, 16 what, what was the discussion related to Grand 17 Forks Bean Company? 18 A. Concern, when we have beans that 19 are a perishable crop, concern about condition 20 of the crop. To find a home for the crop. 21 Q. What do you mean by "find a home"? 22 A. Find somebody that would be 23 interested in buying the pinto beans. 24 Q. Do you know when those discussions 25 took place?</p>

21

1 A. November, December of '14.
 2 Q. Looking back at the, Exhibit 33,
 3 the page that has that Price Later Marketing
 4 Agreement on it. Do you have any idea whose
 5 signature is on the bottom there?
 6 A. I do not.
 7 Q. Okay. No employee came and told
 8 you that they signed this on your behalf or
 9 anything?
 10 A. No.
 11 Q. Okay. Have you so -- delivered
 12 beans to Grand Forks Bean Company in the
 13 past, --
 14 A. Yes.
 15 Q. -- prior to this?
 16 Okay. When, when did you deliver
 17 other beans to Grand Forks Bean Company?
 18 A. Several years.
 19 Q. Okay. What years?
 20 A. Probably the last 10, 12, 15 years.
 21 And not remembering if we had pinto
 22 beans every year. If you understand.
 23 Q. Sure.
 24 So you don't grow pintos every year
 25 and that's --

22

1 A. Not all the years, no.
 2 Q. And that's basically what you
 3 would --
 4 A. That's the only bean that they
 5 handled.
 6 Q. Okay. What was your understanding
 7 when you would deliver beans to Grand Forks
 8 Bean in the years prior to 2013?
 9 A. Sometimes there would be a contract
 10 offered, sometimes not.
 11 Q. And by "contract offered", what do
 12 you mean?
 13 A. Similar to Exhibit B.
 14 Q. So similar to a, like a dry bean
 15 contract?
 16 A. That's correct.

17 Q. Okay. Not a Price Later
 18 Marketing --
 19 A. No.
 20 Q. -- Agreement?
 21 Okay. Have you ever had a Price
 22 Later Marketing Agreement with --
 23 A. I don't --
 24 Q. -- Grand Forks --
 25 A. -- recall.

23

1 Q. -- Bean Company?
 2 Okay. So if you had beans in
 3 excess of what was on a dry bean contract, what
 4 was your understanding in, in the years prior
 5 to 2013, how, how were those handled?
 6 A. I sold the beans whenever.
 7 Q. Okay.
 8 MR. SCHROEDER: Let me take a
 9 five-minute break.
 10 Off the record.
 11 (Whereupon, a ten-minute recess was
 12 taken.)
 13 MR. SCHROEDER: We'll go back on
 14 the record.
 15 Q. (By Mr. Schroeder) So the Exhibit
 16 33, what was the, the purpose in including that
 17 Price Later Marketing Agreement along with your
 18 claim?
 19 A. To receive money for our beans.
 20 Q. Okay. So you were adopting that
 21 Price Later Marketing Agreement by submitting
 22 it. Is that right?
 23 A. I guess that'd be accurate.
 24 Q. It's, it's been marked as
 25 Deposition Exhibit 24 in a deposition of Tim

24

1 Erdmann, on November (sic) 14, 2016. And I'll
 2 show you that. Do you recognize that document?
 3 A. I don't recall.
 4 Q. Okay. And on the bottom there,
 5 where it says: Grower, and it lists Chuck
 6 Nelson, is that your signature?
 7 A. It doesn't look like to me.
 8 Q. Okay.
 9 A. I would say no.
 10 Because (indicating) -- (no further
 11 response.)
 12 Q. Okay. But you did deliver and sell
 13 some beans through Grand Forks Bean in 2009.
 14 Is that right?
 15 A. I'm going by memory here, I, I
 16 think I did.

17 Q. Okay.
 18 A. I, apparently I did.
 19 Q. Okay.
 20 All right. For, the seed for your
 21 pinto beans, did you buy that from Grand Forks
 22 Bean at all?
 23 A. Yes, I did.
 24 Q. Okay. Did you buy it from Grand
 25 Forks Bean in twenty -- 2013?

25

1 A. Yes, I did.

2 Q. Okay. And have you paid Grand

3 Forks Bean for your pinto seed in 2013?

4 A. Yes, I have.

5 Q. Okay. And if you had a, a check --

6 how did you pay Grand Forks Bean?

7 A. Check.

8 Q. A check, okay.

9 And you could get a copy of that

10 check to your attorney to show that that's been

11 paid?

12 A. Could I get a copy?

13 Q. Yeah.

14 A. I think I can.

15 Q. Okay.

16 Let's see here.

17 When, when you would deliver beans

18 to Grand Forks Bean and they would eventually

19 be sold, would you pay any kind of service fee

20 or storage fee to Grand Forks Bean?

21 A. I believe I did get charged on some

22 storage --

23 Q. Okay.

24 A. -- that didn't get sold.

25 Q. And --

26

1 A. I don't recall exactly.

2 Q. Okay. But if, if you did recall,

3 was it as a deduction from the ultimate payment

4 you received or did you pay that separately by

5 check?

6 A. That'd be a deduction.

7 Q. Okay. And this 1,315.08

8 hundredweight of beans, you haven't been paid

9 for those?

10 A. No, I have not.

11 Q. Okay.

12 MR. SCHROEDER: I don't think I

13 have anything else.

14 MR. GAUSTAD: I don't have any

15 questions.

16 MR. ARMSTRONG: I've just got a

17 couple of them.

18 You asked mine, so I don't need to

19 ask them all.

20

21 EXAMINATION

22 BY MR. ARMSTRONG:

23 Q. But do you know -- do you have an

24 opinion on the market value of pinto beans in

25 December of 2014?

27

1 A. I don't recall, so I just -- (no

2 further response.)

3 Q. Don't recall, but I'm asking if

4 you, if you know?

5 A. If I knew, I'd tell you.

6 Q. Okay. Gotcha.

7 So you don't have an opinion?

8 A. That's right.

9 Q. Okay. I -- the scale tickets in

10 this case I think all say Nelson Farms.

11 A. Yes.

12 Q. What is Nelson Farms?

13 A. That's -- we run a sole

14 proprietorship.

15 Q. Okay.

16 A. And the reason for that was,

17 sometime in the future, if my kids -- if we

18 ever had to do something, for name

19 identification solely.

20 Q. Gotcha.

21 Do you have any -- are you related

22 to Brad Nelson or were you related to --

23 A. No, --

24 Q. -- Brad Nelson?

25 A. -- I'm not, no.

28

1 Q. How about WJS Nelson?

2 A. No.

3 Q. Okay.

4 MR. ARMSTRONG: That's all the

5 questions I have. Thank you.

6 MR. MORLEY: I have no questions,

7 sir.

8 THE DEPONENT: Okay.

9 MR. MELLAND: No questions.

10 MR. SCHROEDER: I don't have

11 anything else.

12 THE DEPONENT: Okay, thank you.

13 (Whereupon, the deposition was

14 concluded at 2:14 o'clock p.m.)

15

16

17

18

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29

1 I, CHUCK NELSON, do hereby certify
2 that the foregoing 28 pages contain a full,
3 true and correct transcript of the testimony as
4 given by me at the aforesaid time and place
5 with corrections, if any, as noted on the
6 attached sheet or sheets.

7
8

9 _____
Chuck Nelson

10
11
12
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20
21
22
23
24
25

Dated this _____ day of _____, 2016.

30

1 NOTARY-REPORTER'S CERTIFICATE
2 STATE OF NORTH DAKOTA)
3) ss
4 COUNTY OF GRAND FORKS)

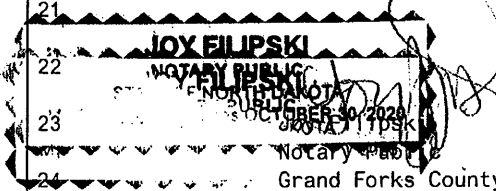
5 I, JOY FILIPSKI, a Notary Public within and
6 for the County of Grand Forks and State of
7 North Dakota, do hereby certify:

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 28
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 *20th* day of *January*
21 *2016*



22
23
24 Grand Forks County, North Dakota

25

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

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

Civil No. 18-2015-CV-00240

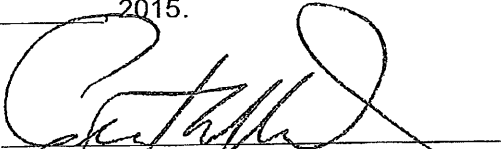
CLAIM OF CHUCK NELSON

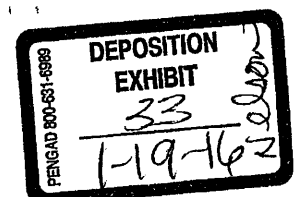
PSC Case No. GE-15-36

¶1 Chuck Nelson asserts a claim in the above entitled proceeding in the amount of \$39,452.40, together with interest accruing at the rate of 6% per annum from and after July 1, 2014. Said claim is based on a quantity of 1,315.08 cwt of beans priced at \$30.00 per cwt.

¶2 The Price Later Marketing Agreement #1106 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A and the Dry Bean Contract is attached as Exhibit B.

Dated this 14 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 Chuck Nelson



PRICE LATER MARKETING AGREEMENT

1106

COMPANY Grand Forks Bean Co., Inc.
 GROWER Chuck Nelson
 ADDRESS Thompson, 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 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 ~~\$1.00~~ ^{0.00493} per day per cwt applies.

Dated this 29th day of September, 2013.

6,315.08 cwt
 <5,000.00> 12/31/13
 1,315.08

Grand Forks Bean Co., Inc.
 COMPANY BY
Chuck Nelson
 GROWER

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

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1051

Year 2013 CROP

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

and Chuck Nelson, Thompson, ND, hereinafter known as "Seller".

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

Acres N/A CWT 5,000

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

\$ 33.00 per cwt., clean bean basis, #1's.

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

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

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

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

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

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

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

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

Payment shall be made as follows; 100 % on Dec. 31, 2013
(MONTH / DATE / YEAR)
_____ % on _____
(MONTH / DATE / YEAR)
_____ % on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

By: Todd M

Date: 10/16/12

Seller Nelson Farms by Charis P. Nelson

By: phone w/ Chuck

Date: 10/16/12

NELSON FARMS.XLS

2015 Ckcp

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/25/13	2711	1.60	1.40	0.60	3.60%	15.0	1	46,980	1,691	45,289		45,289
09/25/13	2712	0.32	1.20	0.80	2.32%	15.4	1	50,760	1,178	49,582		49,582
09/25/13	2713	0.28	0.72	0.88	1.88%	14.7	1	51,860	975	50,905		50,905
09/25/13	2714	0.60	0.40	1.20	2.20%	14.4	1	49,600	1,091	48,509		48,509
09/25/13	2715	0.32	0.60	1.60	2.52%	13.8	1	50,400	1,270	49,130		49,130
09/25/13	2716	0.68	0.72	1.00	2.40%	14.0	1	47,560	1,141	46,419		46,419
09/26/13	2717	1.12	0.48	1.40	3.00%	14.2	1	46,890	1,407	45,483		45,483
09/26/13	2718	0.72	0.56	1.40	2.68%	14.2	1	25,080	672	24,408		24,408
09/26/13	2719	1.88	0.60	0.92	3.40%	13.9	1	36,490	1,241	35,249		35,249
11/01/13	2720	4.00	4.56	0.60	9.16%	17.1		48,360	4,430	43,930	3%	42,612
11/01/13	2721	6.40	4.80	0.60	11.80%	17.0		46,570	5,495	41,075	3%	39,843
11/01/13	2722	4.80	4.20	0.80	9.80%	17.1		48,700	4,773	43,927	3%	42,609
11/01/13	2723	4.80	4.00	0.60	9.40%	17.2		54,540	5,127	49,413	3%	47,931
11/02/13	2724	5.20	3.88	0.60	9.68%	16.8		57,470	5,563	51,907	2%	50,869
11/02/13	2725	8.12	4.48	0.56	13.16%	16.5		14,890	1,960	12,930	2%	12,671
					0.00%				0	0		0

TOTAL NET GRAIN

631,508

DATE 12/31/2013
CHECK 7063
PRICE 33.00

-500000

Balance

131,508

1001

PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.

GROWER Chuck Nelson / Nelson Farms

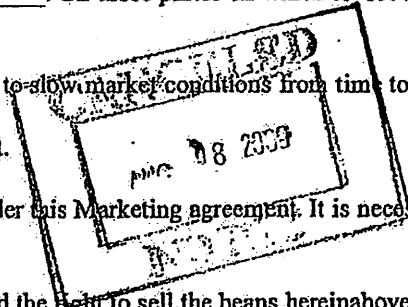
ADDRESS Thompson, ND

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 Sept. 30. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$.00329 per day per cwt applies.



Dated this March day of 1, 2009.

12216-56
6/30/09

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

Chuck Nelson
GROWER

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

Seller

Erldmann 1/14/16
DEPOSITION
EXHIBIT
24

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