

**Richter, Susan K.**

---

**From:** efilmingmail@tylerhost.net  
**Sent:** Thursday, March 03, 2016 5:33 PM  
**To:** Richter, Susan K.  
**Subject:** Notification of Service for Case No. 18-2015-CV-00240 ( Public Service Commission, et al. vs. Grand Forks Bean Company, Inc. )

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 Curt Amundson

[Download Document](#)

The following are service contacts on this filing:

Auto-Owners Insurance Company:

Toni Nicolson (tnicolson@morleylawfirm.com)

Michael Morley (mmorley@morleylawfirm.com)

Public Service Commission:

Mitchell Armstrong (marmstrong@smithbakke.com)

Sara Forsberg (sforsberg@smithbakke.com)

Tiffany Knopik (tknopik@smithbakke.com)

Anna Heinen (aheinen@smithbakke.com)

Brian Schmidt (bschmidt@smithbakke.com)

Illona Jeffcoat-Sacco (ijs@nd.gov)

Casey Furey (cfurey@nd.gov)

Other Service Contacts not associated with a party on the case:

Sue Schaumburg (sschaumburg@camrudlaw.com)

Scott Knudsvig (sknudsvig@pringlend.com)

John Schroeder (jschroeder@northdakotalaw.net)

Daniel Gaustad (dan@grandforkslaw.com)

Russ Melland (rmelland@camrudlaw.com)

Tracy Kennedy (tracykennedy@northdakotalaw.net)

Susan Richter (srichter@nd.gov)

Jon Brakke (jbrakke@vogellaw.com)

Daniel Gaustad (dan@grandforkslaw.com)

Joel Arneson (jfamoose@gra.midco.net)

[Download Document](#)

If the link above is not accessible, copy this URL into your browser's address bar to view the document:  
<http://northdakota.tylerhost.net/ViewServiceDocuments.aspx?ADMIN=0&SID=5398dc55-9f4f-4bb4-adbb-e849c11c183b>

This message was automatically generated using Odyssey File & Serve; do not reply to this email.

For assistance, contact the North Dakota Court's Information Technology Department at 701.328.4218. Support is available 8 a.m. to 5 p.m. CT, Monday through Friday.

1 DISTRICT COURT, GRAND FORKS COUNTY, NORTH DAKOTA  
 2 Civil No. 18-2015-CV-00240  
 3 Public Service Commission )  
 4 Petitioner, )  
 5 vs. )  
 6 Grand Forks Bean Company, Inc., )  
 7 Auto-Owners Insurance Company, )  
 8 Respondents. )  
 9 -----  
 10 DEPOSITION OF CURT AMUNDSON  
 11 January 20, 2016  
 12 A p p e a r a n c e s :  
 13 For the Petitioner:  
 14 SMITH BAKKE PORSBORG SCHWEIGERT & ARMSTRONG  
 15 P. O. Box 460  
 16 Bismarck, North Dakota 58502-0460  
 17 By: MITCHELL D. ARMSTRONG, ESQ.  
 18 For the Claimants Beth Nelson and Curt  
 19 Amundson:  
 20 VOGEL LAW FIRM  
 21 P. O. Box 1389  
 22 Fargo, North Dakota 58107-1389  
 23 By: JON R. BRAKKE, ESQ.  
 24 For the Claimants Nick Adams, Ron Adams and  
 25 Chuck Nelson:  
 CAHRUD, MADDOCK, OLSON & LARSON, LTD.  
 P. O. Box 5849  
 Grand Forks, North Dakota 58206-5849  
 By: RUSS J. MELLAND, ESQ.

1 I N D E X 3  
 2  
 3 DEPONENT: PAGE NO.  
 4 CURT AMUNDSON  
 5 Examination by . . . Mr. Schroeder 5  
 6 Examination by . . . Mr. Armstrong 40  
 7  
 8  
 9  
 10 EXHIBITS MARKED  
 11 No. 37 -- Claim 10  
 12 No. 38 -- Shipping Document No. 1221 37  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 A p p e a r a n c e s (Continued): 2  
 2  
 3 For the Claimants Brent Baldwin, Baldwin  
 4 Farms, Inc., and Duane Altendorf:  
 5 PEARSON CHRISTENSEN, PLLP  
 6 P. O. Box 5758  
 7 Grand Forks, North Dakota 58206-5758  
 8 By: DANIEL L. GAUSTAD, ESQ.  
 9 For the Respondent Auto-Owners Insurance  
 10 Company:  
 11 MORLEY LAW FIRM, LTD.  
 12 P. O. Box 14519  
 13 Grand Forks, North Dakota 58208-4519  
 14 By: MICHAEL J. MORLEY, ESQ.  
 15 For Bremer Bank, National Association:  
 16 ZIMNEY FOSTER P.C.  
 17 3100 South Columbia Road, Suite 200  
 18 Grand Forks, North Dakota 58201  
 19 By: JOHN D. SCHROEDER, ESQ.  
 20  
 21 Taken By: Joy Filipiski, Court Reporter  
 22  
 23  
 24  
 25

1 . . . The following is the Deposition  
 2 of CURT AMUNDSON, taken at the request of the  
 3 Attorney for Bremer Bank, National Association  
 4 in the above-entitled cause, pending in the  
 5 District Court, Grand Forks County, North  
 6 Dakota, pursuant to Amended Notice and the  
 7 North Dakota Rules of Civil Procedure, before  
 8 Joy Filipiski, Court Reporter, a Notary Public  
 9 within and for the State of North Dakota, at  
 10 the law office of ZINNEY FOSTER P.C., 3100  
 11 South Columbia Road, Suite 200, Grand Forks,  
 12 North Dakota, on Wednesday, January 20, 2016,  
 13 at 10:15 o'clock a.m., at which time counsel  
 14 appeared as hereinbefore set forth . . .  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

COPY

5

1 CURT AMUNDSON,  
 2 a Claimant, of East Grand Forks, Minnesota,  
 3 called as a witness by the Attorney for Bremer  
 4 Bank, National Association, being first duly  
 5 sworn by Joy Filipski, Court Reporter, a Notary  
 6 Public within and for the State of North  
 7 Dakota, was examined and deposed on his oath as  
 8 follows:  
 9  
 10 EXAMINATION  
 11 BY MR. SCHROEDER:  
 12 Q. Go ahead and have you state your  
 13 name for the record here.  
 14 A. Curtis Amundson.  
 15 Q. Okay. Have you ever given a  
 16 deposition before?  
 17 A. (No verbal response.)  
 18 Q. Okay.  
 19 A. No.  
 20 Q. So I'll be asking you a series of  
 21 questions. If at any time you don't understand  
 22 the question, tell me and I'll rephrase the  
 23 question.  
 24 A. Okay.  
 25 Q. If you answer my question, I'm

6

1 going to assume that you understood what I was  
 2 asking of you.  
 3 When I ask a question, please wait  
 4 until I've completed asking my question before  
 5 you start your response.  
 6 If I ask for a yes or no question,  
 7 can you please answer yes or no, not a nod of  
 8 the head or uh-huh --  
 9 A. Okay.  
 10 Q. -- or yeah.  
 11 A. Yes.  
 12 Q. And then if you need a, a break at  
 13 any time, let us know and, and we can  
 14 accommodate that.  
 15 Okay. What is your age?  
 16 A. 55.

17 Q. Okay. And then can you give me  
 18 your address?  
 19 A. 43507 120th Street Southwest, East  
 20 Grand Forks, Minnesota.  
 21 Q. Okay. Can you describe your  
 22 educational background for me?  
 23 A. Two years of Vo Tech after high  
 24 school.  
 25 Q. And where was that at?

7

1 A. East Grand Forks Vo Tech or AVTI or  
 2 whatever it is called today.  
 3 Q. All right. And then after the, the  
 4 Vo Tech, what did you do for a living?  
 5 A. Farmed.  
 6 Q. Okay. And what year was that?  
 7 A. Gra -- I guess -- I don't  
 8 understand, what years?  
 9 Q. Sure.  
 10 When, when were you done at the Vo  
 11 Tech?  
 12 A. Must have been '81.  
 13 Q. So since 1981, you've continuously  
 14 been farming?  
 15 A. Yes.  
 16 Q. Okay. Any other work that you're  
 17 involved in?  
 18 A. No.  
 19 Q. Okay. And in your farm operation,  
 20 what, what type of crops do you grow?  
 21 A. Wheat, soybeans, edible beans.  
 22 Q. Okay. Was that true in 2013, did  
 23 you grow those, those crops?  
 24 A. Yes.  
 25 Q. Okay. The edible beans, what are

8

1 those: pinto beans?  
 2 A. Yes.  
 3 Q. Okay. And the -- where -- what did  
 4 you do with those pinto beans after you  
 5 harvested them?  
 6 A. I guess -- re -- rephrase the  
 7 question. You mean, where did they go?  
 8 Q. Sure, yeah.  
 9 A. Or what --  
 10 Q. Where did, where did those -- what  
 11 did you do --  
 12 A. Hauled to Grand Forks Bean.  
 13 Q. Okay. And that would be for all of  
 14 the pintos that you harvested in 2013?  
 15 A. I believe so.  
 16 Q. Okay. I'll show you what's been

17 marked as Deposition Exhibit 16.  
 18 It's titled a, a Price Later  
 19 Marketing Agreement?  
 20 A. Uh-huh.  
 21 Q. Are you familiar with that  
 22 document?  
 23 A. Yes, I've seen it.  
 24 Q. Okay. And do you see at the top  
 25 there where it says: Grower, Curt Amundson?

9

1 A. Yes.

2 Q. Okay. And then on the, the bottom

3 line there, above where it says: Grower, is

4 that your signature there?

5 A. Yes.

6 Q. Okay. And that document, what's

7 the date of that document?

8 A. I believe it's September 5, 2013.

9 Q. Okay. To, to your recollection,

10 did you sign that document on that date?

11 A. I don't remember --

12 Q. Okay.

13 A. -- if it's that date.

14 Q. Okay. Would you have signed that

15 in September of 2013?

16 A. I don't remember.

17 Q. Okay. Do you recall when you

18 signed it?

19 A. Exact date?

20 I mean, --

21 Q. Do you recall --

22 A. -- it --

23 Q. -- the month and the year?

24 A. I would say probably 2013.

25 Q. Okay. And then there's some

10

1 handwritten notes on the bottom left-hand side.

2 Are, are those -- is that your

3 handwriting?

4 A. No.

5 Q. Okay. Do you know whose

6 handwriting that would be?

7 A. No.

8 Q. Okay. Do you see the, the box

9 where it says: This contract is not protected

10 by North Dakota statutory warehouseman's bond

11 coverage in the event of buyer's insolvency?

12 A. Uh-huh.

13 Q. Do you see, is there a handwritten

14 notation in that box?

15 A. Well, you got Erdmann's signature

16 and then it looks like, looks like my initials.

17 Q. Okay. The CRA right above that:

18 Seller, those are your initials?

19 A. It looks like it, yes.

20 Q. Okay.

21 (Whereupon, Deposition Exhibit No.

22 37, Amundson, was marked for identification.)

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

24 what's been marked as Deposition Exhibit 37.

25 And it's titled: Claim of Curt

11

1 Amundson.

2 Are you, are you familiar with that

3 document?

4 A. It looks like it's all weight slips

5 after.

6 It's something Jon probably made

7 up.

8 Q. Okay.

9 (Whereupon, there was discussion

10 off the record.)

11 Q. (By Mr. Schroeder) The, the first

12 page of that claim is stating it's based on

13 12,128.28 hundredweight of beans.

14 Do you see that?

15 A. Yep.

16 Q. Is that the --

17 A. Yes.

18 Q. -- amount you're claiming that you

19 delivered to Grand Forks Bean that you have not

20 been paid for?

21 A. Correct, --

22 Q. Okay.

23 A. -- yes.

24 Q. And you see where it says: priced

25 at \$30 per hundredweight, on this claim?

12

1 A. I see that.

2 Q. Okay. Do you know why, why that's

3 listed there?

4 A. Well, I believe at the time,

5 looking at the Price Later Marketing

6 Agreement, --

7 Q. Uh-huh.

8 A. -- July 1 was approximately \$30.

9 Q. And so your, your claim in this

10 insolvency is based on this Price Later

11 Marketing Agreement. Is that right?

12 MR. BRAKKE: Are you asking him --

13 A. I --

14 MR. BRAKKE: -- to form a legal

15 conclusion as to precisely what documents or

16 statutes this claim is based on?

17 MR. SCHROEDER: I asked him, is his

18 claim based on this Price Marketing Later

19 Agreement.

20 MR. BRAKKE: I mean, if you can

21 answer that, Curt, from a legal standpoint, go

22 ahead and do so.

23 A. That I'm -- I don't know what --

24 No.

25 Q. (By Mr. Schroeder) Okay. But the,

13

1 the reference to \$30 per hundredweight, you --  
 2 that's a reference to July 1, 2014 in this  
 3 Price Later Marketing Agreement. Is that  
 4 right?  
 5 A. Say that again?  
 6 Q. Sure.  
 7 MR. SCHROEDER: Can you read it  
 8 back, Joy?  
 9 (Whereupon, the question was read  
 10 back by the court reporter.)  
 11 A. Well, the reference to the \$30 is  
 12 what the market was approximately at that time,  
 13 nothing on this agreement.  
 14 Q. (By Mr. Schroeder) Okay. And I'll  
 15 have you turn to Page -- the second page of the  
 16 Exhibit.  
 17 You would agree the Price Later  
 18 Marketing Agreement, you've attached that to  
 19 this claim document or this -- that's attached  
 20 this claim document. Is that right?  
 21 A. Jon probably put it together that  
 22 way. I did not put it that way.  
 23 Q. Okay. Do you see -- can you  
 24 turn -- look at the first page of that claim  
 25 document?

14

1 The -- there's a reference to an  
 2 offset in the amount of 42,753. Do you know  
 3 what that's a reference to?  
 4 A. It's a reference to seed.  
 5 Q. So that's a reference to an amount  
 6 of money that you're claiming you owe Grand  
 7 Forks Bean Company?  
 8 A. To the dollar, approximate dollar  
 9 value owed for seed.  
 10 Q. Okay. And that would have been  
 11 seed you bought from Grand Forks Bean Company  
 12 in 2013?  
 13 A. Yes.  
 14 Q. How much seed did you buy from  
 15 Grand Forks Bean Company in 2013?  
 16 A. I couldn't tell you now.  
 17 Q. Okay. And did you buy all of your  
 18 pinto bean seed from Grand Forks Bean Company  
 19 in 2013?  
 20 A. I'm not sure.  
 21 Q. Okay. Who else would you have  
 22 bought from in 2013, the -- for pinto seed?  
 23 A. I'm not sure.  
 24 Q. Okay. I'll have you look through  
 25 the, the later pages of that claim document.

15

1 Can you identify what those pages  
 2 show?  
 3 A. Well, it looks like our, our scale  
 4 slips.  
 5 Q. Okay. And are those the scale  
 6 tickets that would have been issued to you when  
 7 pinto beans were delivered by -- to Grand Forks  
 8 Bean?  
 9 A. Yes, they're given to us at, at the  
 10 time the -- each load.  
 11 Q. Okay. Can you describe for me how  
 12 the, the pinto beans that you harvested were  
 13 delivered to Grand Forks Bean?  
 14 A. By truck.  
 15 Q. Okay. Personally by you?  
 16 A. Oh, I probably do 95 percent of it.  
 17 I mean, -- or a good ma -- percent  
 18 of it.  
 19 Q. Okay. And if it wasn't you, who,  
 20 who would have been the person delivering the  
 21 pintos?  
 22 A. Brad Nelson.  
 23 Q. Okay. So in 2013, after Brad had  
 24 died, anybody else that would have delivered  
 25 pintos to Grand Forks Bean Company for you?

16

1 A. Oh, we're talking '13 -- yeah, I, I  
 2 left that open.  
 3 For 2013 crop -- see, that would  
 4 have been after Brad died.  
 5 So it'd been probably myself or  
 6 Odney Ellingson, Jr.  
 7 MR. BRAKKE: Excuse me.  
 8 Q. (By Mr. Schroeder) Do you know,  
 9 did Odney Ellingson, Jr., deliver any beans for  
 10 you in 2013 to Grand Forks Bean Company?  
 11 A. I'm not sure.  
 12 Q. Okay. Would you have paid Mr.  
 13 Ellingson for doing that work for you? What  
 14 would your arrangement have been with, with  
 15 him?  
 16 A. He's an employee.  
 17 Q. Okay.  
 18 A. Or was an employee at that time.  
 19 Q. Okay. Was, was he on your payroll  
 20 in September of 2013?  
 21 A. I'm not sure --  
 22 Q. Okay.  
 23 A. -- without looking.  
 24 Q. So even if he was working for you,  
 25 he may not have been the one delivering beans,

<p style="text-align: center;">17</p> <p>1 he might have been doing other kind of work for 2 you?</p> <p>3 A. Correct.</p> <p>4 Q. Okay. After Brad Nelson died, did 5 you assist the -- his estate in dealing with 6 his pinto beans?</p> <p>7 A. Yeah, rephrase that. How, how do 8 you mean?</p> <p>9 Q. Sure.</p> <p>10 So Brad Nelson had -- growing pinto 11 beans when he died. Is that right?</p> <p>12 A. Was he growing pinto beans?</p> <p>13 Q. Right.</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Did you help in harvesting 16 those pinto beans for Brad?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Did you help in delivering 19 those pinto beans to Grand Forks Bean for --</p> <p>20 A. Yeah.</p> <p>21 Q. --- Brad?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Do you know, did anybody 24 else have any involvement for Brad Nelson's 25 estate involving those pinto beans besides</p>	<p style="text-align: center;">19</p> <p>1 Thank you.</p> <p>2 Q. (By Mr. Schroeder) I'll show you 3 what's been marked previously as Deposition 4 Exhibit 19.</p> <p>5 It's a Price Later Marketing 6 Agreement. At the top, do you see where it 7 says: Grower, Brad Nelson?</p> <p>8 A. Uh-huh.</p> <p>9 Q. Okay. And then at the bottom, it's 10 above the grower line, it says: Brad Nelson as 11 well. Is that right?</p> <p>12 A. Here (indicating), you're 13 talking, --</p> <p>14 Q. Yes.</p> <p>15 A. -- on the lower line?</p> <p>16 Q. That's right.</p> <p>17 A. It says that. It looks like it 18 says that, yes.</p> <p>19 Q. Okay. Did you write Brad Nelson's 20 name there?</p> <p>21 A. No.</p> <p>22 Q. Okay. Any idea who did write Brad 23 Nelson's name there?</p> <p>24 A. No.</p> <p>25 Q. Okay. Have you seen this document</p>
<p style="text-align: center;">18</p> <p>1 yourself?</p> <p>2 A. I guess you have to rephrase that 3 question, I, I'm not sure how -- involvement as 4 in how?</p> <p>5 Q. Regarding those pinto beans, was 6 anybody else making a decision involving, 7 involving those for Brad Nelson's estate?</p> <p>8 A. No.</p> <p>9 Q. Okay.</p> <p>10 A. Nor was I.</p> <p>11 Q. So who decided to bring the -- 12 Brad's pinto beans to, to Grand Forks Bean 13 Company?</p> <p>14 A. His wife.</p> <p>15 Q. Okay. And she asked you to do 16 that?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. When would that have been?</p> <p>19 A. I don't know an exact date.</p> <p>20 Q. Around the time they're being 21 harvested?</p> <p>22 A. I would assume or before.</p> <p>23 Q. Okay.</p> <p>24 MR. SCHROEDER: Joy, do we have 25 those Exhibits we marked earlier?</p>	<p style="text-align: center;">20</p> <p>1 before?</p> <p>2 A. I'm not sure.</p> <p>3 Q. Okay, thanks.</p> <p>4 Do you have any idea whose 5 handwriting that might be, that Brad Nelson 6 grower line?</p> <p>7 A. On the grower line?</p> <p>8 Q. Correct.</p> <p>9 A. I don't know whose that is.</p> <p>10 Q. Okay. So after you delivered your 11 pinto beans to Grand Forks Bean, what, what 12 kind of contact did you have with Grand Forks 13 Bean Company?</p> <p>14 A. I guess that's an open question. 15 What kind of contact we had with them?</p> <p>16 Q. Uh-huh.</p> <p>17 A. Can you rephrase on what kind of 18 contact or --</p> <p>19 Q. Sure.</p> <p>20 Did you have any discussions with 21 Grand Forks Bean Company or any representative 22 of Grand Forks Bean Company after you delivered 23 your pinto beans?</p> <p>24 A. Oh, yeah, yes.</p> <p>25 Q. Okay. Who did, who did you have</p>

21

1 contact with?

2 A. Todd McGurk.

3 Q. Okay. What was your, your contact

4 with Todd?

5 A. What do you mean by that? Rephrase

6 that.

7 Q. Sure.

8 Did you have any written

9 communications with Todd McGurk after --

10 A. Written --

11 Q. -- you delivered --

12 A. -- agreement? Communications, no.

13 Q. Okay. So then you had telephone

14 conversations with Todd McGurk then?

15 A. Going into his office.

16 Q. Okay.

17 A. And, and phone conversations.

18 Q. Okay.

19 A. Both.

20 Q. The conversations in his office,

21 what did you discuss in those conversations?

22 A. Trying to get the beans sold.

23 Q. Okay. Do you recall when those

24 conversations occurred?

25 A. Well, probably started at harvest

22

1 time.

2 Q. Meaning, when?

3 A. Well, can I look at weight slips?

4 I'm not sure of actual dates.

5 MR. BRAKKE: Sure.

6 A. But I suppose somewhere in the -- a

7 lot of this is 9, 9-'12.

8 Q. (By Mr. Schroeder) So starting

9 September of 2013?

10 A. Well, I suppose Octoberish, you

11 know.

12 Q. Okay.

13 A. September, October.

14 Q. So, so what, what did you ask of

15 Todd at that time?

16 A. I think we were talking at that

17 time getting the beans sold as soon as we can

18 and to sell them.

19 I wanted my beans sold right away

20 and -- but I think at the particular time we

21 did not want to take any income in until after

22 January 1 or before, depending on, once we got

23 into tax season to see where we're sitting.

24 Q. Okay. So, so you -- there weren't

25 any definite plans made to, to sell them at --

23

1 A. Oh, --

2 Q. -- that time?

3 A. -- no, it's definitely plans to

4 sell them.

5 Q. Okay.

6 A. Yeah.

7 It's just --

8 Q. Did you discuss a price at that

9 time?

10 A. Price at that time was discussed,

11 yes, but -- you're going to ask me what it was,

12 I couldn't honestly tell you exactly what it

13 was.

14 Q. Okay. What was Todd's response

15 when you asked, asked him to sell, sell those?

16 A. I don't know, his resp --

17 I can't remember right offhand, I'd

18 be speculating.

19 Q. Okay. And you did get paid for

20 some of the pinto beans you delivered to Grand

21 Forks Bean Company in the fall of 2013. Is

22 that right?

23 A. I got paid for the contract, yes.

24 Q. Okay. And by "contract", what do

25 you -- what are you referring to?

24

1 A. There was a -- oh, I can't remember

2 what you call it.

3 It was a contract that we'd sold

4 beans earlier in the season, for that fall.

5 Q. Okay. Do you recall how many --

6 A. No.

7 Q. Okay. And you don't -- do you

8 recall what price you received for those?

9 A. Not right now.

10 Q. Okay.

11 A. I'd have to look. No.

12 Q. Any other conversations with Todd

13 McGurk at Grand Forks Bean?

14 A. It was off and on all, all season,

15 trying to get paid, trying to, trying to get

16 money out of him.

17 Q. Okay. And by "all season", what

18 are -- what time frame are you talking about

19 there?

20 A. Well, I -- starting at harvest

21 time, on through to his death.

22 Q. And what would be Todd's response

23 to those requests?

24 A. He didn't have the money.

25 Q. When you're making these repeated

25

1 demands, was price discussed at, at each one of  
 2 those?  
 3 A. I can't recall right offhand.  
 4 Q. Okay. Do you recall, did you  
 5 discuss different prices?  
 6 A. It would have been different  
 7 prices, but a price at, at the time we started  
 8 talking, you know. I can't really recall  
 9 exactly.  
 10 Q. Okay. Anybody else that you had  
 11 contact with at Grand Forks Bean?  
 12 A. I guess you have to rephrase that.  
 13 Q. Sure.  
 14 Anybody else you had contact with  
 15 representing Grand Forks Bean?  
 16 A. No.  
 17 Q. Other than Todd?  
 18 A. No.  
 19 Q. No, okay.  
 20 Any dealings with Tad McGurk?  
 21 A. After Todd died.  
 22 Q. Okay. What were your, what were  
 23 your conversations with Tad McGurk?  
 24 THE DEPONENT: Do you want to plug  
 25 your ears?

26

1 A. It wasn't good.  
 2 Q. (By Mr. Schroeder) Okay. Well,  
 3 what did you tell Tad?  
 4 A. At, at the time, when we first  
 5 talked to him: we got to get these beans sold.  
 6 And he was vulgar to us. And --  
 7 Q. When was that conversation? You  
 8 said the first time you talked to him.  
 9 A. Oh, I'm going to say it -- Todd  
 10 died August 9. I would say about two, two and  
 11 a half weeks after that, two weeks after that.  
 12 So we let him have some time.  
 13 Q. And that would have been in 2014?  
 14 A. Yeah. Yeah, I had to think a --  
 15 it's been so far back.  
 16 Yep.  
 17 Q. Any --  
 18 MR. BRAKKE: Excuse me.  
 19 Q. (By Mr. Schroeder) -- written  
 20 communications between you and Tad McGurk?  
 21 A. I guess -- you'd have to rephrase.  
 22 Written, I'm -- about what?  
 23 Q. Any written communications with Tad  
 24 McGurk regarding Grand Forks Bean?  
 25 A. No.

27

1 Q. Okay. So any, any communications  
 2 would have been in person or on the phone?  
 3 A. Between Tad and I?  
 4 Q. Correct.  
 5 A. Yes.  
 6 Q. Okay. Did you ever ask to get your  
 7 pinto beans that you had delivered returned to  
 8 you?  
 9 A. Yes.  
 10 Q. Okay. When, when was that?  
 11 A. I can't recall exactly.  
 12 Q. Okay. Have you had any  
 13 conversations regarding Grand Forks Bean with  
 14 any of the other farmers who filed claims in  
 15 this matter, without their attorneys present?  
 16 A. You've got to rephrase that.  
 17 Q. Okay. Have you had any -- I'll  
 18 start it this way. Have you had any written  
 19 communication with, with Ron Adams regarding  
 20 Grand Forks Bean?  
 21 A. Written?  
 22 Q. Yeah. We'll --  
 23 A. No.  
 24 Q. -- start with written.  
 25 Any written communications

28

1 regarding Grand Forks Bean with Nick Adams?  
 2 A. No.  
 3 Q. Any written communications with Jon  
 4 or Steve Nelson regarding Grand Forks Bean?  
 5 A. No.  
 6 Q. Okay. Any written communications  
 7 with Beth Nelson regarding Grand Forks Bean?  
 8 A. No.  
 9 Q. Any written communications with  
 10 Chuck Nelson regarding Grand Forks Bean?  
 11 A. No.  
 12 Q. Any written communications with  
 13 Duane Altendorf regarding Grand Forks Bean?  
 14 A. No.  
 15 Q. Any written communications with  
 16 Brent Baldwin regarding Grand Forks Bean?  
 17 A. No.  
 18 Q. Any written communications with  
 19 Baldwin Farms, Incorporated, --  
 20 A. No.  
 21 Q. -- about --  
 22 What about oral, oral  
 23 communications? Any oral communications with  
 24 any of those people we just went through?  
 25 A. Re -- rephrase. When and about

29

1 what?

2 Q. Okay. Anything regarding Grand

3 Forks Bean since, we'll say, September 1, 2013?

4 A. Yes.

5 Q. Okay. Well, let's start -- when,

6 when was the, the first discussion you had with

7 any of those people after September 1, 2013?

8 A. You mean, when would the first

9 discussion -- re -- you'd have to rephrase

10 that. Discussion about what?

11 Q. Regarding Grand Forks Bean Company.

12 MR. BRAKKE: So you're asking him

13 what color is the plant or just about these --

14 THE DEPONENT: Yeah.

15 MR. BRAKKE: -- beans?

16 A. It, it's a very open question.

17 Q. (By Mr. Schroeder) Sure.

18 Do you recall the first time you

19 talked with any of these individuals about any

20 aspect regarding Grand Forks Bean Company?

21 A. And that's -- what date did you

22 say?

23 Q. After September 1, 2013.

24 A. Probably the next -- I don't know,

25 very soon with Beth.

30

1 Q. Okay.

2 A. Because we do -- yeah.

3 Q. Well, let, let's do it this way.

4 What do you recall discussing with

5 any of those individuals we just went through

6 regarding Grand Forks Bean Company?

7 A. If they're getting paid.

8 Q. Anything else?

9 A. No.

10 Q. Any discussions about getting beans

11 redelivered?

12 A. There was.

13 Q. Okay. When, when were those

14 discussions?

15 A. Well, it'd been after Todd died,

16 with Tad. And I'm not sure of the date.

17 Q. Okay. Just the one time or

18 multiple times?

19 A. With who?

20 Q. Where you -- there was a discussion

21 regarding redelivery with the other farmers.

22 A. With the other farmers? Multiple.

23 Q. Okay. When were those discussions?

24 A. I cannot, I can't remember an exact

25 date.

31

1 Q. Were they all after Todd had passed

2 away?

3 A. I'm not sure.

4 Q. Okay. You said "multiple". Do you

5 have an idea how many? Can you estimate?

6 A. No.

7 Q. Okay. There have been -- there --

8 there's been some testimony about a meeting at

9 a Season's restaurant in East Grand Forks. Do

10 you, do you recall a meeting with the -- some

11 of these farmers at Season's?

12 A. Uh-huh.

13 Q. Okay. Do you recall when that

14 occurred?

15 A. Do I what?

16 Q. Do you recall when that meeting

17 occurred?

18 A. A date?

19 Q. Correct.

20 A. No.

21 Q. Okay. Would it have been after

22 Todd had died?

23 A. Yes.

24 Q. Okay. What was discussed at that

25 meeting at Season's?

32

1 A. Reclaiming beans.

2 Q. Okay. So that would have been

3 when?

4 A. And, and getting -- or getting

5 paid, you know.

6 Q. Okay. In any of these meetings

7 with any of these other farmers, was there any

8 discussion about a, a Price Later Marketing

9 Agreement or any of the, the written documents

10 that the farmers had with Grand Forks Bean

11 Company?

12 A. I can't remember.

13 Q. Okay. Do you recall seeing any

14 type of documents at any of these meetings with

15 other farmers?

16 MR. MELLAND: I just want to

17 interject. That, to the extent that we

18 participated in a meeting at my office when I

19 was representing you, that is a privileged

20 meeting and I, I would instruct or request that

21 you not respond to those questions or --

22 MR. SCHROEDER: Well, and I asked

23 him if he saw any documents.

24 MR. MELLAND: Well, --

25 MR. SCHROEDER: So I, I --

33

1 Q. (By Mr. Schroeder) To the  
 2 extent -- did you see any documents?  
 3 MR. SCHROEDER: I, I don't think  
 4 that goes to communications.  
 5 MR. BRAKKE: If you recall, Curt,  
 6 you can go ahead and answer.  
 7 A. Recall if, if I seen any of these  
 8 documents?  
 9 There's a meeting that, yeah, that  
 10 we saw some.  
 11 Q. (By Mr. Schroeder) Okay. What  
 12 meeting was that?  
 13 A. It -- well, I guess -- a meeting  
 14 with the group of farmers.  
 15 Q. And where was that meeting?  
 16 MR. MELLAND: I, I, I don't believe  
 17 the location of the meeting is, is confidential  
 18 and privileged.  
 19 A. At Russ's --  
 20 Q. (By Mr. Schroeder) Okay.  
 21 A. -- office.  
 22 Q. And so that would have been in  
 23 December of 2014?  
 24 A. I'm not sure --  
 25 Q. Okay.

34

1 A. -- exactly.  
 2 MR. MELLAND: If you know.  
 3 THE DEPONENT: Do you remember?  
 4 Q. (By Mr. Schroeder) Any other --  
 5 MR. MELLAND: I'm not -- they're  
 6 not taking my depo.  
 7 THE DEPONENT: Okay.  
 8 Q. (By Mr. Schroeder) Any other --  
 9 A. Sorry.  
 10 Q. Any other time you recall  
 11 discussing or seeing any, any documents  
 12 involving the sale of beans to Grand Forks Bean  
 13 Company with any of these other farmers?  
 14 A. Huh-uh.  
 15 Q. Other than that meeting at Mr.  
 16 Melland's office?  
 17 A. (No verbal response.)  
 18 Q. Okay.  
 19 MR. ARMSTRONG: Can we have him  
 20 answer verbally, please?  
 21 MR. SCHROEDER: Right.  
 22 Q. (By Mr. Schroeder) And that was  
 23 yes?  
 24 A. Oh, yes.  
 25 I guess re -- redo the question

35

1 first.  
 2 MR. SCHROEDER: Yeah, Joy, can you  
 3 read it back? Thanks.  
 4 MR. MORLEY: I think there was two  
 5 of them that he -- nonverbal.  
 6 (Whereupon, the question was read  
 7 back by the court reporter.)  
 8 MR. BRAKKE: That was the question?  
 9 A. That was --  
 10 COURT REPORTER: That was the  
 11 question.  
 12 MR. BRAKKE: Is there an answer?  
 13 A. No, there's no answer, other than  
 14 that meeting.  
 15 Q. (By Mr. Schroeder) Okay. Other  
 16 than that meeting at Mr. Melland's office, did  
 17 you see any documents related to the storage or  
 18 sale of pinto beans at Grand Forks Bean Company  
 19 when you met with any of these other farmers?  
 20 A. No.  
 21 Q. Okay. Can you describe for me  
 22 communications you've had with the Public  
 23 Service Commission involving Grand Forks Bean  
 24 Company?  
 25 A. Explain. I, I guess rephrase it.

36

1 Q. Okay. When -- you've had some  
 2 discussions with the Public Service Commission  
 3 regarding Grand Forks Bean Company. Is that  
 4 right?  
 5 A. Yes.  
 6 Q. Okay. When's the first time you  
 7 had a discussion with the Public Service  
 8 Commission regarding Grand Forks Bean Company?  
 9 A. I'm not sure on the exact date.  
 10 Q. Okay. Do you have a month and a  
 11 year?  
 12 A. Well, 2014.  
 13 Q. Okay.  
 14 A. But --  
 15 Q. The first part of the year, the --  
 16 A. No.  
 17 Q. -- last part of the year?  
 18 A. Last part.  
 19 Q. Okay. Any written communications  
 20 with the Public Service Commission?  
 21 A. E-mail.  
 22 Q. Okay. Any -- some faxes maybe?  
 23 A. Yes.  
 24 Q. Okay.  
 25 A. Faxes, also.

37

1 Q. Okay. And --

2 What, what did you dis -- discuss

3 with the Public Service Commission?

4 A. I guess, ask the question, what --

5 ask it over again? What did I talk to her --

6 to them about, about?

7 Q. Right.

8 A. Called in regard that we can't get

9 money out of Grand Forks Bean.

10 Q. Okay. Did you discuss redelivery

11 with the Public Service Commission?

12 A. Yes.

13 Q. Okay.

14 MR. SCHROEDER: I don't, I don't

15 think I had any other questions.

16 MR. BRAKKE: Why don't we take just

17 about a minute break, I want to ask Curt

18 something, just to make sure that there was no

19 confusion during your examination.

20 MR. SCHROEDER: Sure.

21 (Whereupon, Deposition Exhibit No.

22 38, Amundson, was marked for identification.)

23 (Whereupon, a three-minute recess

24 was taken.)

25 MR. SCHROEDER: Yeah, why don't we

38

1 go back on the record and go ahead and do that.

2 Q. (By Mr. Schroeder) Any other

3 people at Grand Forks Bean Company that you

4 communicated with as representatives of Grand

5 Forks Bean Company?

6 A. As a representative? Or employees?

7 Q. Sure.

8 So did you have communications with

9 employees of Grand Forks Bean Company?

10 A. Yes.

11 Q. Okay. Who were those people?

12 A. It'd been Dan Mitzel. And Randy

13 Miller.

14 Q. Okay. When did you, you speak with

15 Dan?

16 A. I would, if Dan or Randy was in

17 there each time I'd stop in to talk to Todd

18 McGurk, I would just, you know, at least say hi

19 and visit and see how things are going.

20 Q. Okay. Do you know what, what Dan's

21 role as an employee of Grand Forks Bean was?

22 A. Dan would have been the manager of

23 the plant and Randy would have been under --

24 I, I, I don't know what you would call Randy's

25 position.

39

1 Q. Okay. Assisting Dan?

2 A. Yeah.

3 Q. Okay.

4 A. Yeah.

5 Q. So, so these, these individuals

6 were more involved in the, the physical labor

7 side of the business?

8 A. Correct.

9 Q. Okay. So actually unloading the

10 beans and --

11 A. Correct.

12 Q. -- that part of the operation?

13 Okay.

14 A. Unloading and cleaning and

15 moving --

16 Q. Did --

17 A. -- out.

18 Q. Did you discuss with either Dan or

19 Randy the, the pricing of any of your pinto

20 beans at Grand Forks Bean?

21 A. Might have discussed pricing, but

22 always -- they always would ask: why are you

23 in there?

24 And I would just say: I'm trying

25 to get money.

40

1 Q. Was it your belief that either Don

2 or -- excuse me, Dan or Randy had any authority

3 to discuss the, --

4 A. No.

5 Q. -- the sale of those pinto beans?

6 A. No.

7 Q. Okay.

8 MR. SCHROEDER: I think that's all.

9 I think Mr. Armstrong has --

10 MR. ARMSTRONG: I have, --

11 MR. SCHROEDER: -- some questions.

12 MR. ARMSTRONG: -- I have a few

13 questions.

14

15 EXAMINATION

16 BY MR. ARMSTRONG:

17 Q. Just to start off: what did Dan or

18 Randy say when you told them you were trying to

19 get money?

20 A. Probably -- they didn't know what

21 was going on.

22 And loading -- and then, and then

23 I'd ask them about loading out. And, and they

24 were loading out beans periodically.

25 But that's how it was kind of left.

41

1 Q. By "loading out", did you  
 2 understand that to mean --  
 3 A. Cleaning and, and rail or, or  
 4 whatever, you know. Going out of the -- being  
 5 sold and going out.  
 6 Q. Going out of Grand Forks Bean?  
 7 A. Right.  
 8 Q. Okay. I, I want to talk to you  
 9 about the seed offset that Mr. Schroeder talked  
 10 to you about earlier.  
 11 A. Okay.  
 12 Q. And I believe you said it was in  
 13 2013 year that you got seed from Grand Forks  
 14 Bean. Is that correct?  
 15 A. Uh-huh.  
 16 Q. Yes?  
 17 A. Yes.  
 18 Q. Could you just explain to me how  
 19 that process worked between you and Grand Forks  
 20 Bean, as far as the seed offset?  
 21 A. Explain --  
 22 Q. Yeah. I understand you got some  
 23 seed from them and didn't pay for it. And you  
 24 agree that you owe them some money for that  
 25 seed. How does that work for you?

42

1 A. Each year we would get seed from  
 2 Grand Forks Bean. Mr. McGurk and I, we had a,  
 3 I don't know how you want to call it, program,  
 4 or whatever, he would take it out of the last  
 5 beans sold the year before or the first beans  
 6 sold of that year.  
 7 No interest.  
 8 Q. I've put in front of you Deposition  
 9 Exhibit, I think it's 38. Is that correct?  
 10 MR. SCHROEDER: Correct.  
 11 A. Yeah.  
 12 Q. (By Mr. Armstrong) Have you -- are  
 13 you familiar with this document that we've put  
 14 in front of you as Exhibit 38?  
 15 A. Not this document, no.  
 16 Q. Okay. Have -- did you ever receive  
 17 that document?  
 18 A. I can't remember.  
 19 I might have re -- received a  
 20 document before Todd passed away.  
 21 Q. Before Todd passed away?  
 22 A. Yeah.  
 23 Q. Okay. But that's what I'm trying  
 24 to figure out here. I don't know if you've  
 25 read the Public Service Commission's report or

43

1 not, but this was a document that Tim Erdmann  
 2 says he found in Grand Forks Beans' records,  
 3 okay.  
 4 And it's an invoice from December  
 5 of 2014, which would have been after Todd's  
 6 death.  
 7 You agree with me that's after  
 8 Todd's death, correct?  
 9 A. Yeah, Todd died August 9, 2014.  
 10 Q. Yeah.  
 11 Could you just tell me, after Todd  
 12 death, did you and Tad have discussions about  
 13 the seed offset?  
 14 A. Yes, we did.  
 15 Q. Can you explain those to me,  
 16 please?  
 17 A. Explain --  
 18 MR. BRAKKE: Without swear words.  
 19 THE DEPONENT: Yeah.  
 20 Q. (By Mr. Armstrong) Just -- you can  
 21 swear in the deposition, okay. I just want to  
 22 know exactly as much as you can recall. If you  
 23 can quote him, quote him. We, we're, we're all  
 24 adults in the room.  
 25 A. Tad -- we, we wanted to get the

44

1 beans sold. And Tad would always say: well,  
 2 you got a, you got a seed bill here, too, why  
 3 don't you pay up for that, and whatever.  
 4 And I said, and I told Tad, I said:  
 5 well, Todd and I have always had an agreement.  
 6 And, and Tad would say: well,  
 7 Todd's dead and I never wanted that to happen  
 8 and few swear words in between and that and,  
 9 and pay up this blah-blah-blah bill.  
 10 And, and, and that was about it.  
 11 Q. And was it your position, take,  
 12 take up the bill at -- when you sell my beans?  
 13 A. That's what we've always done.  
 14 Q. Okay. And I understand that was --  
 15 was that just an oral agreement with Todd?  
 16 A. Oral agreement, plus we've had -- I  
 17 have records all the way back from when Todd  
 18 bought the plant.  
 19 Q. Sure.  
 20 And the -- what I'm, basically what  
 21 I'm getting at is your claim seed offset is  
 22 \$42,753 in your claim, okay?  
 23 A. Uh-huh.  
 24 Q. And the only invoice or record we  
 25 found is, I think, 55, excuse me, fifty -- I

45

1 can't read it, I'm --  
 2 A. It's 51 --  
 3 MR. BRAKKE: 55,160.56.  
 4 Q. (By Mr. Armstrong) Yeah. How, how  
 5 did you come up with your amount for the seed  
 6 offset?  
 7 A. Price that Todd and I had, Todd  
 8 McGurk and I had talked about the spring  
 9 before.  
 10 Q. And is that a price per pound or  
 11 how did that work?  
 12 A. It was a price per pound.  
 13 Q. Okay. Do you recall what the  
 14 price --  
 15 A. Or per hundredweight or --  
 16 Q. Do you recall what the price was?  
 17 A. Not right offhand.  
 18 Q. And that was a conversation you had  
 19 with Todd, when did you say?  
 20 A. I would -- we usually buy our seed  
 21 about this time of the year. The -- January,  
 22 February time.  
 23 Q. So it'd been January, February  
 24 2013ish or --  
 25 A. Correct.

46

1 Q. -- 2013?  
 2 Did you and Todd ever memorialize  
 3 the amount of your seed purchase in 2013 in  
 4 some sort of writing?  
 5 A. Todd and I, no.  
 6 Q. Did, did you have any documents  
 7 relating to the amount of the seed purchased  
 8 from Grand Forks Bean in 2013?  
 9 A. From who?  
 10 Q. Anyone.  
 11 A. Tad, yes.  
 12 Q. Okay. And what documents did you  
 13 have?  
 14 A. Not, not this one, another one.  
 15 Q. What -- could you explain that  
 16 document to me?  
 17 A. Well, it was printed out beans and,  
 18 and amounts and that and whatever.  
 19 Q. Do you still have that document?  
 20 A. I don't know.  
 21 Q. Do you recall what the amount was  
 22 on that document?  
 23 A. On Tad's deal, yes, it was 50, a  
 24 little over 50,000.  
 25 Q. So at least in the ballpark of

47

1 what's on Exhibit 38?  
 2 A. Without interest.  
 3 Q. Okay. Do you know, by looking at  
 4 Exhibit 38, if the other document you're  
 5 talking about was the -- did it have the exact  
 6 amount, 51,312 --  
 7 A. I'm not sure.  
 8 Q. Okay. Did you -- do you dispute  
 9 that amount, 50, that -- the 50 -- around  
 10 \$50,000 --  
 11 A. Yes.  
 12 Q. -- for --  
 13 Okay. Why?  
 14 A. It's not the, the dollar -- or the  
 15 price that Todd and I had talked about the  
 16 spring before.  
 17 Q. And do you know what the per  
 18 hundredweight you and Todd talked about for  
 19 seed was, the, the price?  
 20 A. Per hundredweight pricewise?  
 21 Q. Yeah.  
 22 A. Each variety's different.  
 23 Q. Okay. Do you -- can you tell me  
 24 what prices you agreed to pay Todd in January,  
 25 February 2013 for seed?

48

1 A. I don't have it right offhand.  
 2 Q. Okay. Okay. Is there a way you  
 3 could find out?  
 4 A. Possibly.  
 5 Q. How would you do that?  
 6 A. Well, we've always had an  
 7 agreement, Todd and I, that, that I paid at  
 8 cost -- or his cost, for other reasons.  
 9 Q. What I'm, what I'm trying to get at  
 10 here is you've got a specific amount in your  
 11 claim \$42,753 for an offset. How -- where did  
 12 that number come from? How's it derived?  
 13 A. That come off of a -- it was a  
 14 conversation between Todd and I. And I think I  
 15 still have it in that year. And what seed was  
 16 being sold for. That's basically all it is.  
 17 And I know how many, how many pounds of each  
 18 variety we have. So that's what it went, went  
 19 off of.  
 20 Q. How many pounds of each variety did  
 21 you have?  
 22 A. I can't tell you offhand.  
 23 Q. So it sounds to me like you know  
 24 there's some -- a document or some, some  
 25 documents out there about the pounds of the

49

1 variety you had?

2 A. Well, -- and I usually keep all

3 that stuff on hand.

4 And I do not have, actually, the

5 last three years, I can't find my documents on

6 that.

7 But I can go back to our totes that

8 we've used. The planting and that.

9 Q. Explain what you mean by that. How

10 you would do that.

11 A. Well, we buy, buy the seed in bulk

12 and totes.

13 Q. And how would you figure that out

14 without the paperwork or anything?

15 A. By the, by the cheat sheet or the,

16 the price that Todd and I were talking on a

17 scratch pad.

18 Q. Do you know how many totes you had

19 in two thousand --

20 A. Not right off the top of my head.

21 Q. And that's what I'm getting at. So

22 how would you go back and find out how many

23 totes of each kind you had in 2013?

24 A. I'd have to go back in my records.

25 Q. Okay. And what kind of records are

50

1 we talking about? What records?

2 A. It's my records that I've kept.

3 Q. Are they receipts or are they just

4 farm --

5 A. No.

6 Q. -- records?

7 A. Farm records.

8 Q. Would they be seed records or

9 planting records? What kind?

10 A. I could get, I could get the actual

11 receipt records, because the beans are

12 delivered directly from Idaho to our farm.

13 Q. Did you talk to Tad about the

14 difference between what you thought you owed

15 versus what he said you owed?

16 A. There was a few conversations that

17 we had that I don't want to remember because of

18 all the swearing.

19 Q. But it sounds like you do remember,

20 so what did he tell you or what was, what was

21 your disagreement with the difference?

22 A. The difference in there? I asked

23 him where he got his numbers from.

24 And that was -- he didn't -- I

25 don't think he specified one way or another.

51

1 Q. Okay. What -- and whether it be

2 the 42,000 and change or 51,000 and change, you

3 agree that you owe at least 42,753 --

4 A. Yes.

5 Q. -- dollars for seed in 2013?

6 A. Yes.

7 Q. Okay. And then -- just so I'm

8 clear. None of the seed you purchased through

9 Grand Forks Bean was ever -- there was no

10 partial payments or anything like that ever

11 made in 2013?

12 A. I don't believe so.

13 Q. Okay. You were talking with Mr.

14 Schroeder about conversations you had with the

15 Public Service Commission. Did you speak

16 with -- or who did you speak with at the Public

17 Service Commission?

18 A. Sue Richter at first. And then Tim

19 Erdmann, I think it was Tim, when he was at the

20 plant.

21 Q. And that was when the -- was that

22 when the beans were being delivered to Central

23 Valley?

24 A. Over the years, I bumped into Tim

25 before at the plant.

52

1 Q. Okay. At Grand Forks Bean?

2 A. Yes.

3 Q. Just talking about, you know, what

4 we're dealing with now, the, the, the failing

5 of Grand Forks Bean, I'll just call it, and you

6 not getting paid for your beans, did you have

7 discussions with Tim about that?

8 A. At what time?

9 Q. Any time.

10 A. Yeah. Yes.

11 Q. When did you talk to Tim about

12 that?

13 A. I couldn't tell you an exact date.

14 Q. And that would have been when he

15 was up in Grand Forks?

16 A. Yes.

17 Q. Okay. What did you and Tim talk

18 about?

19 A. Hundredweight in the bins, if it's

20 enough to possibly reclaim them or, or give

21 them, give them back to us.

22 And what the beans are looking like

23 in the bin.

24 You know, otherwise I'm not sure

25 exactly what we talked about.

53

1 Q. Okay. And what did Tim say about  
 2 whether there was enough beans?  
 3 A. At the best of his measurements,  
 4 there should be enough.  
 5 Q. Okay. You had talked at two  
 6 different times when Mr. Schroeder's asking you  
 7 questions, you ask -- you mentioned at one  
 8 point that you asked that your beans be  
 9 returned. Do you recall talk, talking about  
 10 that with Mr. Schroeder?  
 11 A. Yes.  
 12 Q. Did you ask that of Todd or Tad or  
 13 both?  
 14 A. Tad for sure.  
 15 And I'm not quite sure on Todd.  
 16 Q. Okay. At least as you sit here  
 17 today, you don't recall ever asking Todd to  
 18 redeliver your beans?  
 19 MR. BRAKKE: I think he said he's  
 20 not sure.  
 21 A. I'm not sure.  
 22 I'm --  
 23 I'm not sure.  
 24 Q. (By Mr. Armstrong) Okay. I'm not  
 25 sure what that means right now, because -- do

54

1 you recall having a discussion in 2013 or 2014  
 2 with Todd about redelivering your beans?  
 3 A. I can't remember.  
 4 Q. Okay.  
 5 MR. ARMSTRONG; That's all the  
 6 questions I have. Thank you.  
 7 MR. MELLAND: No questions.  
 8 MR. MORLEY: No questions.  
 9 MR. GAUSTAD: No questions.  
 10 MR. BRAKKE: Curt, once this  
 11 transcript is reduced to paper and ink, you  
 12 have the right to review it, to make sure your  
 13 answers were taken down correctly.  
 14 This wasn't a real long deposition,  
 15 nobody argued over top of one another and it  
 16 wasn't a technical deposition and the court  
 17 reporter is quite accurate.  
 18 So, given all those factors, I  
 19 would normally advise a witness to waive the  
 20 right to read, however, if you wish, it's no  
 21 inconvenience to anybody.  
 22 THE DEPONENT: The right to read it  
 23 over?  
 24 MR. BRAKKE: Yeah.  
 25 THE DEPONENT: No.

55

1 MR. BRAKKE: We waive.  
 2 (Whereupon, the deposition was  
 3 concluded at 11:21 o'clock a.m.)  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

56

1 NOTARY-REPORTER'S CERTIFICATE  
 2 STATE OF NORTH DAKOTA )  
 ) 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 55  
 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 in this matter directly or indirectly.  
 19 WITNESS my hand and seal this 25<sup>th</sup> day of January  
 20 2016  
 21  
 22  
 23 **JOY FILIPSKI**  
 24 NOTARY PUBLIC  
 25 STATE OF NORTH DAKOTA  
 My Commission Expires OCTOBER 30, 2020  
 Grand Forks County, North Dakota

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Civil No. 18-2015-CV-00240

Petitioner,

**CLAIM OF CURT AMUNDSON**

v.

Grand Forks Bean Company, Inc.,


Respondent.

PSC Case No. GE-15-36

Curt Amundson asserts a claim in the above entitled proceeding in the amount of \$363,848.40, together with interest accruing at the rate of 6% per annum from and after July 1, 2014, less an offset in the amount of \$42,753.00 arising from a purchase of seed by Curt Amundson from Grand Forks Bean Company, Inc., in 2014. Said claim is based on a quantity of 12,128.28 cwt. of beans priced at \$30.00 per cwt. Copies of the scale tickets issued by Grand Forks Bean Company, Inc. on said beans and the contract between Curt Amundson and Grand Forks Bean Company, Inc. are attached to this claim as Exhibit A.

Dated: May 13, 2015.

BY:

  
John R. Brakke (#03554)

jbrakke@vogellaw.com

**VOGEL LAW FIRM**

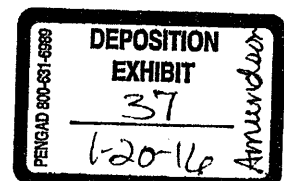
218 NP Avenue

PO Box 1389

Fargo, ND 58107-1389

Telephone: 701.237.6983

ATTORNEYS FOR CURT AMUNDSON



# PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.  
 GROWER Curt Amundson  
 ADDRESS \_\_\_\_\_

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 ~~\$0.0639~~ 00493 per day per cwt applies.

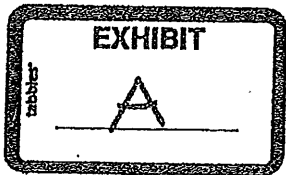
Dated this 5<sup>th</sup> day of SEPTEMBER, 20 13.

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

[Signature]  
 GROWER

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

[Signature]  
 Seller



RX Date/Time  
Mar 14 15 03:07p

03/1 J15  
Curt Amundson

15:11 218 773 0631

210-773-0631

P.009  
p.9

Comments:  
*Enright Dec 18 Sullivan*

68110 Vehicle & Grain...LBS  
 27440 Vehicle.....LBS  
 40670 Gross Grain.....LBS  
 1725 Dockage.....LBS  
 38945 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/4/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_  
 Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
 Splits 1 %Pick 44 %FM 18 %  
 Moist 14.0 % Total Dock 4.24 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April 1st of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:  
*Enright Dec 18 Sullivan*

68610 Vehicle & Grain...LBS  
 25190 Vehicle.....LBS  
 43420 Gross Grain.....LBS  
 1042 Dockage.....LBS  
 42378 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/4/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_  
 Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
 Splits 88 %Pick 12 %FM 4 %  
 Moist 4.5 % Total Dock 2.4 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April 1st of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:  
*Enright Dec 18 Sullivan*

66620 Vehicle & Grain...LBS  
 26310 Vehicle.....LBS  
 40310 Gross Grain.....LBS  
 1290 Dockage.....LBS  
 39020 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/4/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_  
 Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
 Splits 14 %Pick 6 %FM 12 %  
 Moist 13.6 % Total Dock 3.22 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April 1st of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:  
 See 18  
 Sullivan

12790 Vehicle & Grain...LBS  
 26940 Vehicle.....LBS  
 45858 Gross Grain.....LBS  
 1706 Dockage.....LBS  
 44144 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/4/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
 Splits 1.52 %Pick 1.2 %FM 1  
 Moist 14 % Total Dock 3.72 %  
 Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:  
 See 32  
 Northland

14500 Vehicle & Grain...LBS  
 26360 Vehicle.....LBS  
 48140 Gross Grain.....LBS  
 1599 Dockage.....LBS  
 46541 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/5/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
 Splits 1.52 %Pick 1.1 %FM .8  
 Moist 13 % Total Dock 3.32 %  
 Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:  
 See 32  
 Northland

75730 Vehicle & Grain...LBS  
 25160 Vehicle.....LBS  
 50570 Gross Grain.....LBS  
 2427 Dockage.....LBS  
 48143 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/5/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
 Splits 1.4 %Pick 1.6 %FM 1.8  
 Moist 13.2 % Total Dock 4.8 %  
 Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: See 32  
Northland  
72070  
Vehicle & Grain...LBS  
26170 Vehicle.....LBS  
45900 Gross Grain.....LBS  
1707 Dockage.....LBS  
44193 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE 9/5/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF  
Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Splits 12 %Pick \_\_\_\_\_ %FM 2 %  
Moist \_\_\_\_\_ % Total Dock 3.72 %  
Check Seed Coats \_\_\_\_\_ %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_  
CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: HCE  
See 18 Sullivan  
62800 Vehicle & Grain...LBS  
26240 Vehicle.....LBS  
36500 Gross Grain.....LBS  
1097 Dockage.....LBS  
35463 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE 9/5/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF  
Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Splits 16 %Pick 6 %FM 8 %  
Moist \_\_\_\_\_ % Total Dock 3  
Check Seed Coats \_\_\_\_\_ %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_  
CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: HCE  
See 18 Sullivan  
81110 Vehicle & Grain...LBS  
27460 Vehicle.....LBS  
53680 Gross Grain.....LBS  
1631 Dockage.....LBS  
52019 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE 9/5/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF  
Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Splits 2 %Pick 4 %FM 64 %  
Moist \_\_\_\_\_ % Total Dock 3.04 %  
Check Seed Coats \_\_\_\_\_ %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_  
CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments:  
 Hcw.  
 See 18 Suelbion

79070 Vehicle & Grain..LBS  
 26990 Vehicle.....LBS  
 52080 Gross Grain.....LBS  
 1021 Dockage.....LBS  
 51059 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/6/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind Pinto Grade 1 Bin No. ES  
 Spills .64 %Pick 1.2 %FM .2 %  
 Moist 14.6 % Total Dock 1.96 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April 1st/15th of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: Hcw  
 See 18 Suelbion

75550 Vehicle & Grain..LBS  
 26370 Vehicle.....LBS  
 49180 Gross Grain.....LBS  
 1397 Dockage.....LBS  
 47783 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/6/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind Pinto Grade 1 Bin No. ES  
 Spills .64 %Pick 1.2 %FM .2 %  
 Moist 14.7 % Total Dock 2.87 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April 1st/15th of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: See 18 Suelbion

77160 Vehicle & Grain..LBS  
 24920 Vehicle.....LBS  
 52240 Gross Grain.....LBS  
 1442 Dockage.....LBS  
 50798 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/6/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind Pinto Grade 1 Bin No. ES  
 Spills .56 %Pick 1.6 %FM .6 %  
 Moist 15.7 % Total Dock 2.76 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April 1st/15th of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: *MA*  
*See 18 Sullivan*

80840 Vehicle & Grain...LBS  
26810 Vehicle.....LBS  
54030 Gross Grain.....LBS  
1340 Dockage.....LBS  
52690 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE *9/6/13*  
Name *Curl Amundson*  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind *Puro* Grade *1* Bin No. *ES*  
Spills *6* %Pick *1.2* %FM *6.8* %  
Moist *13.7* % Total Dock *2.48* %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: *MA*  
*See 18 Sullivan*

78330 Vehicle & Grain...LBS  
26350 Vehicle.....LBS  
51980 Gross Grain.....LBS  
769 Dockage.....LBS  
51211 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE *9/6/13*  
Name *Curl Amundson*  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind *Puro* Grade *1* Bin No. *ES*  
Spills *2* %Pick *4.8* %FM *8.8* %  
Moist *13.6* % Total Dock *1.48* %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments:  
*See 18 Sullivan*

75220 Vehicle & Grain...LBS  
25370 Vehicle.....LBS  
49850 Gross Grain.....LBS  
1894 Dockage.....LBS  
47956 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE *9/11/13*  
Name *Curl Amundson*  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind *Puro* Grade *1* Bin No. *ES*  
Spills *1.12* %Pick *1.8* %FM *8.8* %  
Moist \_\_\_\_\_ % Total Dock *3.8* %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: See 2 G.F.

35840 Vehicle & Grain...LBS  
 26910 Vehicle.....LBS  
 8930 Gross Grain.....LBS  
 225 Dockage.....LBS  
 8705 Net Grain.....LBS  
 348 Moist Dock.....%LBS  
 8357 Net Grain.....LBS

02665

DATE 9/11/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
 Splits 32 %Pick 16 %FM 16 %  
 Moist 17.9 % Total Dock 2.52 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: A  
See 2 G.F.

78760 Vehicle & Grain...LBS  
 26800 Vehicle.....LBS  
 51900 Gross Grain.....LBS  
 1142 Dockage.....LBS  
 50758 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

02665

DATE 9/12/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
 Splits 24 %Pick 10.8 %FM 12.8 %  
 Moist 15.5 % Total Dock 3.2 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: A  
See 2 G.F.

72790 Vehicle & Grain...LBS  
 25470 Vehicle.....LBS  
 47320 Gross Grain.....LBS  
 1420 Dockage.....LBS  
 45900 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

02665

DATE 9/12/13  
 Name Curt Amundson  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
 Splits 1 %Pick 1.2 %FM 8 %  
 Moist 15.4 % Total Dock 3 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: *A*  
*See 2*  
*G.F.*

77380 Vehicle & Grain...LBS  
 26660 Vehicle.....LBS  
 50720 Gross Grain.....LBS  
 1461 Dockage.....LBS  
 49259 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/2/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind *Flunko* Grade *1* Bin No. *ES*  
 Splits *1* %Pick *88* %FM *1* %  
 Moist *14.9* % Total Dock *2.88* %

Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
 This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: *A*  
*See 2*  
*G.F.*

73840 Vehicle & Grain...LBS  
 27230 Vehicle.....LBS  
 46210 Gross Grain.....LBS  
 1510 Dockage.....LBS  
 45100 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/2/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind *Flunko* Grade *1* Bin No. *3/A*  
 Splits *1* %Pick *72* %FM *1* %  
 Moist *14.7* % Total Dock *3.24* %

Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
 This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: *A*  
*See 2*  
*G.F.*

76270 Vehicle & Grain...LBS  
 25320 Vehicle.....LBS  
 50950 Gross Grain.....LBS  
 1264 Dockage.....LBS  
 49686 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/13/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind *Flunko* Grade *1* Bin No. *S*  
 Splits *88* %Pick *4* %FM *1* %  
 Moist *14.5* % Total Dock *2.48* %

Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
 This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments: Ltk  
Sec 1 GF

88530 Vehicle & Grain...LBS  
26280 Vehicle.....LBS  
62250 Gross Grain.....LBS  
1270 Dockage.....LBS  
60980 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02652

DATE 9/13/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Linko Grade \_\_\_\_\_ Bin No. 3/4  
Splits 92 %Pick 4 %FM 72 %  
Moist 14.3 % Total Dock 209 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: LA  
Sec 1 GF

73270 Vehicle & Grain...LBS  
27050 Vehicle.....LBS  
46220 Gross Grain.....LBS  
1017 Dockage.....LBS  
45203 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02652

DATE 9/13/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Linko Grade \_\_\_\_\_ Bin No. 3/4  
Splits 108 %Pick 32 %FM 12 %  
Moist 14.2 % Total Dock 222 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: LA  
Sec 1 G.F.

77200 Vehicle & Grain...LBS  
25770 Vehicle.....LBS  
52030 Gross Grain.....LBS  
1061 Dockage.....LBS  
50969 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02652

DATE 9/13/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Splits 104 %Pick 4 %FM 1 %  
Moist 14.4 % Total Dock 204 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

RX Date/Time  
Mar 14 15 03:09p

03/015  
Curt Amundson

15:11

218 773 0631

218-773-0631

p.17

P.017

Comments: LK  
See 1  
G.F.

79800 Vehicle & Grain...LBS  
~~20650~~ Vehicle.....LBS  
~~6027~~ Gross Grain.....LBS  
1482 Dockage.....LBS  
51448 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02665

DATE 9/13/13  
Name CURT AMUNDSON  
Name CURT AMUNDSON DRIVER OFF

Address  
Kind Grade Bln No. 3/4  
Spills 88 %Pick 6 %FM 1.32  
Moist 14.3 % Total Dock 2.8

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: LA  
See 1  
G.F.

82450 Vehicle & Grain...LBS  
26380 Vehicle.....LBS  
562070 Gross Grain.....LBS  
1278 Dockage.....LBS  
54792 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02665

DATE 9/14/13  
Name CURT AMUNDSON  
Name CURT AMUNDSON DRIVER OFF

Address  
Kind Grade Bln No. 3/4  
Spills 22 %Pick 28 %FM 1.8  
Moist 14.2 % Total Dock 2.28

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: BD  
See 32  
NORTON ROAD

61300 Vehicle & Grain...LBS  
25360 Vehicle.....LBS  
35940 Gross Grain.....LBS  
1265 Dockage.....LBS  
34675 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02665

DATE 9/14/13  
Name CURT AMUNDSON  
Name CURT AMUNDSON DRIVER OFF

Address  
Kind Grade Bln No. 3/4  
Spills 8 %Pick 1.2 %FM 1.52  
Moist 14.2 % Total Dock 3.52

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: Kriger seed 22 Sullivan

79340 Vehicle & Grain...LBS  
25630 Vehicle.....LBS  
53710 Gross Grain.....LBS  
1139 Dockage.....LBS  
52571 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02674

DATE 9/15/13  
Name CURL AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 44 %Pick 108 %FM 1 %  
Moist 15.1 % Total Dock 2.13 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

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

**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: K  
See 22 Sullivan

84960 Vehicle & Grain...LBS  
27188 Vehicle.....LBS  
57780 Gross Grain.....LBS  
1895 Dockage.....LBS  
55885 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02675

DATE 9/15/13  
Name CURL AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 48 %Pick 6 %FM 2.2 %  
Moist 14.5 % Total Dock 3.28 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

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

**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: K  
See 22 Sullivan

80450 Vehicle & Grain...LBS  
26500 Vehicle.....LBS  
53950 Gross Grain.....LBS  
1467 Dockage.....LBS  
52483 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02674

DATE 9/15/14  
Name CURL AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 52 %Pick 4 %FM 1.84 %  
Moist 14.2 % Total Dock 2.12 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

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

**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: *K*  
*See 22 Sullivan*

37990 Vehicle & Grain...LBS  
25340 Vehicle.....LBS  
12650 Gross Grain.....LBS  
435 Dockage.....LBS  
12215 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02677

DATE 9/15/17  
Name CURT AMUNDSON  
Name DRIVER OFF

Address  
Kind Bin No. 3/4  
Splits 1/2 %Pick 1/2 %FM 2.2 %  
Moist % Total Dock 3.44 %

Check Seed Coats %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
All Storage contracts on dry edible beans shall terminate on April 1st of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: *B Dry Jan 14*  
*See 19 Sullivan*

81040 Vehicle & Grain...LBS  
25640 Vehicle.....LBS  
55400 Gross Grain.....LBS  
2526 Dockage.....LBS  
52874 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02694

DATE 9/17/13  
Name CURT AMUNDSON  
Name DRIVER OFF

Address  
Kind Bin No. 2  
Splits 8 %Pick 1.36 %FM 2.4 %  
Moist 14.3 % Total Dock 4.56 %

Check Seed Coats %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
All Storage contracts on dry-edible beans shall terminate on April 1st of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: *B*  
*See 19 Sullivan*

81710 Vehicle & Grain...LBS  
27860 Vehicle.....LBS  
53850 Gross Grain.....LBS  
2326 Dockage.....LBS  
51524 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02664

DATE 9/17/13  
Name CURT AMUNDSON  
Name DRIVER OFF

Address  
Kind Bin No. 2  
Splits 10.4 %Pick 1.48 %FM 2.2 %  
Moist 14.3 % Total Dock 4.32 %

Check Seed Coats %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of re-delivery.  
All Storage contracts on dry edible beans shall terminate on April 1st of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: 8

See 19  
Suehwar  
86280 Vehicle & Grain...LBS  
27440 Vehicle.....LBS  
58840 Gross Grain.....LBS  
3130 Dockage.....LBS  
55710 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02685

DATE 9/17/13  
Name: CURT AMUNDSON  
Name: DRIVER OFF

Address: \_\_\_\_\_  
Kind: \_\_\_\_\_ Grade: \_\_\_\_\_ Bin No. 5  
Splits: 62 %Pick / 32 %FM 34 %  
Moist: 13.9 % Total Dock 5.32 %  
Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: 8

See 19  
Suehwar  
58800 Vehicle & Grain...LBS  
26210 Vehicle.....LBS  
32590 Gross Grain.....LBS  
1825 Dockage.....LBS  
30765 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02690

DATE 9/18/13  
Name: CURT AMUNDSON  
Name: DRIVER OFF

Address: \_\_\_\_\_  
Kind: \_\_\_\_\_ Grade: \_\_\_\_\_ Bin No. MN  
Splits: 62 %Pick / 8 %FM 42 %  
Moist: 14.4 % Total Dock 5.6 %  
Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: b

See 22  
Northland  
39080 Vehicle & Grain...LBS  
26850 Vehicle.....LBS  
12230 Gross Grain.....LBS  
318 Dockage.....LBS  
11912 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02691

DATE 9/18/13  
Name: CURT AMUNDSON  
Name: DRIVER OFF

Address: \_\_\_\_\_  
Kind: \_\_\_\_\_ Grade: \_\_\_\_\_ Bin No. MN  
Splits: 62 %Pick / 72 %FM 28 %  
Moist: \_\_\_\_\_ % Total Dock 2.6 %  
Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: See 32 Northland

80540 Vehicle & Grain...LBS  
27250 Vehicle.....LBS  
53290 Gross Grain.....LBS  
2281 Dockage.....LBS  
51009 Net Grain.....LBS  
16e31 Moist Dock...%LBS  
44378 Net Grain.....LBS

02696

DATE 9/20/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Bin No. NN  
Grade \_\_\_\_\_  
Splits 32 % Pick 21e % FM 1.8 %  
Moist 21.8 % Total Dock 4.28 %  
Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 15th of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments: See 32 Northland

68880 Vehicle & Grain...LBS  
29470 Vehicle.....LBS  
43410 Gross Grain.....LBS  
1615 Dockage.....LBS  
41195 Net Grain.....LBS  
2095 Moist Dock...%LBS  
39705 Net Grain.....LBS

02696

DATE 9/20/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Bin No. NN  
Grade \_\_\_\_\_  
Splits 2 % Pick 2 % FM 1.52 %  
Moist 1.8 % Total Dock 3.12 %  
Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 15th of each year.

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

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments: See 32 Northland

41770 Vehicle & Grain...LBS  
26760 Vehicle.....LBS  
15010 Gross Grain.....LBS  
330 Dockage.....LBS  
14680 Net Grain.....LBS  
1321 Moist Dock...%LBS  
1359 Net Grain.....LBS

02696

DATE 9/20/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Bin No. \_\_\_\_\_  
Grade \_\_\_\_\_  
Splits 2 % Pick 1.6 % FM 4 %  
Moist 20.2 % Total Dock 2.2 %  
Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 15th of each year.

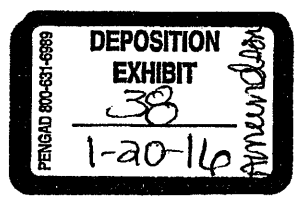
Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

# GRAND FORKS BEAN CO, INC.

2120 North Washington Street  
 Phone (701) 775-3984 - Fax (701) 775-3985  
 Grand Forks, North Dakota 58203

DATE 12-16-14



QUART AMUNDSON  
 RR 3 BOX 220  
 EAST GRAND FORKS MN

SHIP TO  
 Grand Forks Bean Company  
 2120 North Washington  
 Grand Forks, ND 58203

ORDERED	QUANTITY	SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT
			INTEREST		3848.41
			TOTAL		55160.56
			PHOTO SEED		51512.15

TERMS: CUSTOMER'S ORDER NO. DATE SHIPPED OUR ORDER NO. SALESMAN SHIPPED VIA

58721

PRICE LATER MARKETING AGREEMENT 1104

COMPANY Grand Forks Bean Co., Inc.  
GROWER CURT AMUNDSON  
ADDRESS \_\_\_\_\_

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 ~~\$.08~~ <sup>00493</sup> per day per cwt applies.

Dated this 5<sup>th</sup> day of SEPTEMBER, 20 13.

17,128.28 cwt  
<5,000.00> 1/28/14  
12,128.28

Grand Forks Bean Co., Inc. T. J. M.  
COMPANY BY  
Curt Amundson  
GROWER

STORAGE (6)  
9/1/13 THRU 2/28/14  
# 3,587.54

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

PERIOD 800-531-6889  
Erdmann 11/4/14  
DEPOSITION  
EXHIBIT  
16

CAT  
Seller

<b>\$</b>	<b>4</b>	<p><b>ahead</b> [4] - 5:12, 12:22, 33:6, 38:1</p> <p><b>Altendorf</b> [2] - 2:3, 28:13</p> <p><b>Amended</b> [1] - 4:6</p> <p><b>amount</b> [10] - 11:18, 14:2, 14:5, 45:5, 46:3, 46:7, 46:21, 47:6, 47:9, 48:10</p> <p><b>amounts</b> [1] - 46:18</p> <p><b>AMUNDSON</b> [3] - 1:9, 3:4, 4:2</p> <p><b>Amundson</b> [6] - 1:18, 5:14, 8:25, 10:22, 11:1, 37:22</p> <p><b>answer</b> [7] - 5:25, 6:7, 12:21, 33:6, 34:20, 35:12, 35:13</p> <p><b>answers</b> [1] - 54:13</p> <p><b>appeared</b> [1] - 4:14</p> <p><b>approximate</b> [1] - 14:8</p> <p><b>argued</b> [1] - 54:15</p> <p><b>armstrong</b> [3] - 3:5, 40:9, 43:20</p> <p><b>Armstrong</b> [3] - 42:12, 45:4, 53:24</p> <p><b>ARMSTRONG</b> [7] - 1:14, 1:16, 34:19, 40:10, 40:12, 40:16, 54:5</p> <p><b>arrangement</b> [1] - 16:14</p> <p><b>aspect</b> [1] - 29:20</p> <p><b>assist</b> [1] - 17:5</p> <p><b>assisting</b> [1] - 39:1</p> <p><b>Association</b> [3] - 2:12, 4:3, 5:4</p> <p><b>assume</b> [2] - 6:1, 18:22</p> <p><b>attached</b> [2] - 13:18, 13:19</p> <p><b>Attorney</b> [2] - 4:3, 5:3</p> <p><b>attorneys</b> [1] - 27:15</p> <p><b>August</b> [2] - 26:10, 43:9</p> <p><b>authority</b> [1] - 40:2</p> <p><b>Auto</b> [2] - 1:7, 2:7</p> <p><b>Auto-Owners</b> [2] - 1:7, 2:7</p> <p><b>AVTI</b> [1] - 7:1</p>	<p>1:24, 2:5, 2:9</p> <p><b>box</b> [2] - 10:8, 10:14</p> <p><b>Brad</b> [14] - 15:22, 15:23, 16:4, 17:4, 17:10, 17:16, 17:21, 17:24, 18:7, 19:7, 19:10, 19:19, 19:22, 20:5</p> <p><b>Brad's</b> [1] - 18:12</p> <p><b>BRAKKE</b> [19] - 1:20, 12:12, 12:14, 12:20, 16:7, 22:5, 26:18, 29:12, 29:15, 33:5, 35:8, 35:12, 37:16, 43:18, 45:3, 53:19, 54:10, 54:24, 55:1</p> <p><b>break</b> [2] - 6:12, 37:17</p> <p><b>Bremer</b> [3] - 2:12, 4:3, 5:3</p> <p><b>Brent</b> [2] - 2:3, 28:16</p> <p><b>bring</b> [1] - 18:11</p> <p><b>bulk</b> [1] - 49:11</p> <p><b>bumped</b> [1] - 51:24</p> <p><b>business</b> [1] - 39:7</p> <p><b>buy</b> [5] - 14:14, 14:17, 45:20, 49:11</p> <p><b>buyer's</b> [1] - 10:11</p> <p><b>BY</b> [2] - 5:11, 40:16</p>
<b>'</b>	<b>5</b>	<p><b>13</b> [1] - 16:1</p> <p><b>'81</b> [1] - 7:12</p>	<p><b>5</b> [2] - 3:5, 9:8</p> <p><b>50</b> [3] - 46:23, 47:9</p> <p><b>50,000</b> [1] - 46:24</p> <p><b>51</b> [1] - 45:2</p> <p><b>51,000</b> [1] - 51:2</p> <p><b>51,312</b> [1] - 47:6</p> <p><b>55</b> [3] - 6:16, 44:25, 56:12</p> <p><b>55,160.56</b> [1] - 45:3</p> <p><b>5758</b> [1] - 2:5</p> <p><b>58107-1389</b> [1] - 1:20</p> <p><b>58201</b> [1] - 2:14</p> <p><b>58206-5758</b> [1] - 2:5</p> <p><b>58206-5849</b> [1] - 1:24</p> <p><b>58208-4519</b> [1] - 2:10</p> <p><b>5849</b> [1] - 1:24</p> <p><b>58502-0460</b> [1] - 1:15</p>
<b>1</b>	<b>9</b>	<p><b>1</b> [6] - 12:8, 13:2, 22:22, 29:3, 29:7, 29:23</p> <p><b>10</b> [1] - 3:11</p> <p><b>10:15</b> [1] - 4:13</p> <p><b>11:21</b> [1] - 55:3</p> <p><b>12,128.28</b> [1] - 11:13</p> <p><b>120th</b> [1] - 6:19</p> <p><b>1221</b> [1] - 3:12</p> <p><b>1389</b> [1] - 1:19</p> <p><b>14519</b> [1] - 2:9</p> <p><b>16</b> [1] - 8:17</p> <p><b>18-2015-CV-00240</b> [1] - 1:2</p> <p><b>19</b> [1] - 19:4</p> <p><b>1981</b> [1] - 7:13</p>	<p><b>9</b> [3] - 22:7, 26:10, 43:9</p> <p><b>9-12</b> [1] - 22:7</p> <p><b>95</b> [1] - 15:16</p>
<b>2</b>	<b>A</b>	<p><b>20</b> [2] - 1:10, 4:12</p> <p><b>200</b> [2] - 2:13, 4:11</p> <p><b>2013</b> [27] - 7:22, 8:14, 9:8, 9:15, 9:24, 14:12, 14:15, 14:19, 14:22, 15:23, 16:3, 16:10, 16:20, 22:9, 23:21, 29:3, 29:7, 29:23, 41:13, 46:1, 46:3, 46:8, 47:25, 49:23, 51:5, 51:11, 54:1</p> <p><b>2013ish</b> [1] - 45:24</p> <p><b>2014</b> [7] - 13:2, 26:13, 33:23, 36:12, 43:5, 43:9, 54:1</p> <p><b>2016</b> [2] - 1:10, 4:12</p>	<p><b>a.m</b> [2] - 4:13, 55:3</p> <p><b>above-entitled</b> [1] - 4:4</p> <p><b>accommodate</b> [1] - 6:14</p> <p><b>accurate</b> [1] - 54:17</p> <p><b>actual</b> [2] - 22:4, 50:10</p> <p><b>Adams</b> [4] - 1:22, 27:19, 28:1</p> <p><b>address</b> [1] - 6:18</p> <p><b>adults</b> [1] - 43:24</p> <p><b>advise</b> [1] - 54:19</p> <p><b>afore</b> [1] - 56:9</p> <p><b>afore-named</b> [1] - 56:9</p> <p><b>age</b> [1] - 6:15</p> <p><b>agree</b> [4] - 13:17, 41:24, 43:7, 51:3</p> <p><b>agreed</b> [1] - 47:24</p> <p><b>Agreement</b> [6] - 12:6, 12:11, 13:3, 13:18, 19:6, 32:9</p> <p><b>agreement</b> [8] - 8:19, 12:19, 13:13, 21:12, 44:5, 44:15, 44:16, 48:7</p>
<b>3</b>	<b>B</b>	<p><b>3100</b> [2] - 2:13, 4:10</p> <p><b>37</b> [4] - 3:11, 3:12, 10:22, 10:24</p> <p><b>38</b> [6] - 3:12, 37:22, 42:9, 42:14, 47:1, 47:4</p>	<p><b>background</b> [1] - 6:22</p> <p><b>BAKKE</b> [1] - 1:14</p> <p><b>Baldwin</b> [4] - 2:3, 28:16, 28:19</p> <p><b>ballpark</b> [1] - 46:25</p> <p><b>Bank</b> [3] - 2:12, 4:3, 5:4</p>
		<p><b>based</b> [4] - 11:12, 12:10, 12:16, 12:18</p> <p><b>bean</b> [7] - 14:11, 14:18, 16:10, 27:13, 28:4, 41:6, 52:5</p> <p><b>Bean</b> [48] - 1:6, 8:12, 11:19, 14:7, 14:15, 14:18, 15:8, 15:13, 15:25, 17:19, 18:12, 20:11, 20:13, 20:21, 20:22, 23:21, 24:13, 25:11, 25:15, 26:24, 27:20, 28:1, 28:7, 28:10, 28:13, 28:16, 29:3, 29:11, 29:20, 30:6, 32:10, 34:12, 35:18, 35:23, 36:3, 36:8, 37:9, 38:3, 38:5, 38:9, 38:21, 39:20, 41:14, 41:20, 42:2, 46:8, 51:9, 52:1</p> <p><b>beans</b> [48] - 7:21, 7:25, 8:1, 8:4, 11:13, 15:7, 15:12, 16:9, 16:25, 17:6, 17:11, 17:12, 17:16, 17:19, 17:25, 18:5, 18:12, 20:11, 20:23, 21:22, 22:17, 22:19, 23:20, 24:4, 26:5, 27:7, 29:15, 30:10, 32:1, 34:12, 35:18, 39:10, 39:20, 40:5, 40:24, 42:5, 44:1, 44:12, 46:17, 50:11, 51:22, 52:6, 52:22, 53:2, 53:8, 53:18, 54:2</p> <p><b>beans'</b> [1] - 43:2</p> <p><b>belief</b> [1] - 40:1</p> <p><b>best</b> [1] - 53:3</p> <p><b>Beth</b> [3] - 1:17, 28:7, 29:25</p> <p><b>between</b> [6] - 26:20, 27:3, 41:19, 44:8, 48:14, 50:14</p> <p><b>bill</b> [3] - 44:2, 44:9, 44:12</p> <p><b>bin</b> [1] - 52:23</p> <p><b>bins</b> [1] - 52:19</p> <p><b>Bismarck</b> [1] - 1:15</p> <p><b>blah</b> [3] - 44:9</p> <p><b>blah-blah-blah</b> [1] - 44:9</p> <p><b>bond</b> [1] - 10:10</p> <p><b>bottom</b> [3] - 9:2, 10:1, 19:9</p> <p><b>bought</b> [3] - 14:11, 14:22, 44:18</p> <p><b>Box</b> [5] - 1:15, 1:19,</p>	
	<b>C</b>	<p><b>CAMRUD</b> [1] - 1:23</p> <p><b>cannot</b> [1] - 30:24</p> <p><b>central</b> [1] - 51:22</p> <p><b>CERTIFICATE</b> [1] - 56:1</p> <p><b>certify</b> [2] - 56:7, 56:17</p> <p><b>change</b> [2] - 51:2</p> <p><b>cheat</b> [1] - 49:15</p> <p><b>CHRISTENSEN</b> [1] - 2:4</p> <p><b>Chuck</b> [2] - 1:22, 28:10</p> <p><b>Civil</b> [2] - 1:2, 4:7</p> <p><b>claim</b> [13] - 10:25, 11:12, 11:25, 12:9, 12:16, 12:18, 13:19, 13:20, 13:24, 14:25, 44:21, 44:22, 48:11</p> <p><b>Claim</b> [1] - 3:11</p> <p><b>Claimant</b> [1] - 5:2</p> <p><b>Claimants</b> [3] - 1:17, 1:22, 2:3</p> <p><b>claiming</b> [2] - 11:18, 14:6</p> <p><b>claims</b> [1] - 27:14</p> <p><b>cleaning</b> [2] - 39:14, 41:3</p> <p><b>clear</b> [1] - 51:8</p>	

<p><b>color</b> [1] - 29:13  <b>Columbia</b> [2] - 2:13, 4:11  <b>Commission</b> [9] - 1:3, 35:23, 36:2, 36:8, 36:20, 37:3, 37:11, 51:15, 51:17  <b>commission's</b> [1] - 42:25  <b>communicated</b> [1] - 38:4  <b>communication</b> [1] - 27:19  <b>communications</b> [18] - 21:9, 21:12, 26:20, 26:23, 27:1, 27:25, 28:3, 28:6, 28:9, 28:12, 28:15, 28:18, 28:23, 33:4, 35:22, 36:19, 38:8  <b>Company</b> [24] - 1:6, 1:7, 2:8, 14:7, 14:15, 14:18, 15:25, 18:13, 20:13, 20:21, 20:22, 23:21, 29:11, 29:20, 30:6, 32:11, 34:13, 35:18, 35:24, 36:3, 36:8, 38:3, 38:5, 38:9  <b>company</b> [2] - 14:11, 16:10  <b>completed</b> [1] - 6:4  <b>concluded</b> [1] - 55:3  <b>conclusion</b> [1] - 12:15  <b>confidential</b> [1] - 33:17  <b>confusion</b> [1] - 37:19  <b>consisting</b> [1] - 56:12  <b>contact</b> [7] - 20:12, 20:15, 20:18, 21:1, 21:3, 25:11, 25:14  <b>Continued</b> [1] - 2:1  <b>continuously</b> [1] - 7:13  <b>contract</b> [4] - 10:9, 23:23, 23:24, 24:3  <b>conversation</b> [3] - 26:7, 45:18, 48:14  <b>conversations</b> [10] - 21:14, 21:17, 21:20, 21:21, 21:24, 24:12, 25:23, 27:13, 50:16, 51:14  <b>correct</b> [12] - 11:21, 17:3, 20:8, 27:4, 31:19, 39:8, 39:11, 41:14, 42:9, 42:10, 43:8, 45:25  <b>correctly</b> [1] - 54:13  <b>cost</b> [2] - 48:8</p>	<p><b>counsel</b> [2] - 4:13, 56:18  <b>COUNTY</b> [2] - 1:1, 56:3  <b>County</b> [3] - 4:5, 56:6, 56:24  <b>Court</b> [4] - 2:18, 4:5, 4:8, 5:5  <b>court</b> [3] - 13:10, 35:7, 54:16  <b>COURT</b> [2] - 1:1, 35:10  <b>coverage</b> [1] - 10:11  <b>CRA</b> [1] - 10:17  <b>crop</b> [1] - 16:3  <b>crops</b> [2] - 7:20, 7:23  <b>CURT</b> [3] - 1:9, 3:4, 4:2  <b>curt</b> [1] - 12:21  <b>Curt</b> [6] - 1:17, 8:25, 10:25, 33:5, 37:17, 54:10  <b>Curtis</b> [1] - 5:14</p>	<p>23:20, 27:7, 50:12, 51:22  <b>delivering</b> [3] - 15:20, 16:25, 17:18  <b>demands</b> [1] - 25:1  <b>depo</b> [1] - 34:6  <b>DEPONENT</b> [8] - 3:3, 25:24, 29:14, 34:3, 34:7, 43:19, 54:22, 54:25  <b>deposed</b> [1] - 5:7  <b>DEPOSITION</b> [1] - 1:9  <b>Deposition</b> [3] - 4:1, 10:21, 37:21  <b>deposition</b> [10] - 5:16, 8:17, 10:24, 19:3, 42:8, 43:21, 54:14, 54:16, 55:2, 56:12  <b>derived</b> [1] - 48:12  <b>describe</b> [3] - 6:21, 15:11, 35:21  <b>died</b> [9] - 15:24, 16:4, 17:4, 17:11, 25:21, 26:10, 30:15, 31:22, 43:9  <b>difference</b> [3] - 50:14, 50:21, 50:22  <b>different</b> [4] - 25:5, 25:6, 47:22, 53:6  <b>direction</b> [1] - 56:16  <b>directly</b> [2] - 50:12, 56:19  <b>dis</b> [1] - 37:2  <b>disagreement</b> [1] - 50:21  <b>discuss</b> [7] - 21:21, 23:8, 25:5, 37:2, 37:10, 39:18, 40:3  <b>discussed</b> [4] - 23:10, 25:1, 31:24, 39:21  <b>discussing</b> [2] - 30:4, 34:11  <b>discussion</b> [8] - 11:9, 29:6, 29:9, 29:10, 30:20, 32:8, 36:7, 54:1  <b>discussions</b> [7] - 20:20, 30:10, 30:14, 30:22, 36:2, 43:12, 52:7  <b>dispute</b> [1] - 47:8  <b>DISTRICT</b> [1] - 1:1  <b>District</b> [1] - 4:5  <b>document</b> [20] - 8:22, 9:6, 9:7, 9:10, 11:3, 13:19, 13:20, 13:25, 14:25, 19:25, 42:13, 42:15, 42:17, 42:20, 43:1, 46:16, 46:19, 46:22, 47:4, 48:24</p>	<p><b>Document</b> [1] - 3:12  <b>documents</b> [12] - 12:15, 32:9, 32:14, 32:23, 33:2, 33:8, 34:11, 35:17, 46:6, 46:12, 48:25, 49:5  <b>dollar</b> [3] - 14:8, 47:14  <b>dollars</b> [1] - 51:5  <b>Don</b> [1] - 40:1  <b>done</b> [2] - 7:10, 44:13  <b>down</b> [2] - 54:13, 56:13  <b>Duane</b> [2] - 2:3, 28:13  <b>duly</b> [1] - 5:4  <b>during</b> [1] - 37:19</p>	<p>37:21  <b>exhibit</b> [8] - 8:17, 10:24, 13:16, 19:4, 42:9, 42:14, 47:1, 47:4  <b>EXHIBITS</b> [1] - 3:10  <b>Exhibits</b> [1] - 18:25  <b>explain</b> [7] - 35:25, 41:18, 41:21, 43:15, 43:17, 46:15, 49:9  <b>extent</b> [2] - 32:17, 33:2</p>
<b>F</b>				
<b>E</b>				
	<p><b>D</b></p> <p><b>DAKOTA</b> [2] - 1:1, 56:2  <b>Dakota</b> [14] - 1:15, 1:20, 1:24, 2:5, 2:10, 2:14, 4:6, 4:7, 4:9, 4:12, 5:7, 10:10, 56:7, 56:24  <b>Dan</b> [8] - 38:12, 38:15, 38:16, 38:22, 39:1, 39:18, 40:2, 40:17  <b>Dan's</b> [1] - 38:20  <b>DANIEL</b> [1] - 2:6  <b>date</b> [11] - 9:7, 9:10, 9:13, 9:19, 18:19, 29:21, 30:16, 30:25, 31:18, 36:9, 52:13  <b>dates</b> [1] - 22:4  <b>dead</b> [1] - 44:7  <b>deal</b> [1] - 46:23  <b>dealing</b> [2] - 17:5, 52:4  <b>dealings</b> [1] - 25:20  <b>death</b> [4] - 24:21, 43:6, 43:8, 43:12  <b>December</b> [2] - 33:23, 43:4  <b>decided</b> [1] - 18:11  <b>decision</b> [1] - 18:6  <b>definite</b> [1] - 22:25  <b>definitely</b> [1] - 23:3  <b>deliver</b> [1] - 16:9  <b>delivered</b> [11] - 11:19, 15:7, 15:13, 15:24, 20:10, 20:22, 21:11,</p>		<p><b>e-mail</b> [1] - 36:21  <b>ears</b> [1] - 25:25  <b>east</b> [1] - 7:1  <b>East</b> [3] - 5:2, 6:19, 31:9  <b>edible</b> [2] - 7:21, 7:25  <b>educational</b> [1] - 6:22  <b>either</b> [2] - 39:18, 40:1  <b>Ellingson</b> [2] - 16:6, 16:9  <b>ellingson</b> [1] - 16:13  <b>employee</b> [3] - 16:16, 16:18, 38:21  <b>employees</b> [2] - 38:6, 38:9  <b>entitled</b> [1] - 4:4  <b>Erdmann</b> [1] - 51:19  <b>erdmann</b> [1] - 43:1  <b>Erdmann's</b> [1] - 10:15  <b>ESQ</b> [6] - 1:16, 1:20, 1:25, 2:6, 2:10, 2:14  <b>estate</b> [3] - 17:5, 17:25, 18:7  <b>estimate</b> [1] - 31:5  <b>event</b> [1] - 10:11  <b>exact</b> [6] - 9:19, 18:19, 30:24, 36:9, 47:5, 52:13  <b>exactly</b> [6] - 23:12, 25:9, 27:11, 34:1, 43:22, 52:25  <b>Examination</b> [2] - 3:5, 3:5  <b>EXAMINATION</b> [2] - 5:10, 40:15  <b>examination</b> [1] - 37:19  <b>examined</b> [2] - 5:7, 56:8  <b>excuse</b> [4] - 16:7, 26:18, 40:2, 44:25  <b>Exhibit</b> [2] - 10:21,</p>	<p><b>factors</b> [1] - 54:18  <b>failing</b> [1] - 52:4  <b>fall</b> [2] - 23:21, 24:4  <b>familiar</b> [3] - 8:21, 11:2, 42:13  <b>far</b> [2] - 26:15, 41:20  <b>Fargo</b> [1] - 1:20  <b>farm</b> [4] - 7:19, 50:4, 50:7, 50:12  <b>farmed</b> [1] - 7:5  <b>farmers</b> [10] - 27:14, 30:21, 30:22, 31:11, 32:7, 32:10, 32:15, 33:14, 34:13, 35:19  <b>farming</b> [1] - 7:14  <b>Farms</b> [1] - 2:3  <b>farms</b> [1] - 28:19  <b>faxes</b> [2] - 36:22, 36:25  <b>February</b> [3] - 45:22, 45:23, 47:25  <b>few</b> [3] - 40:12, 44:8, 50:16  <b>fifty</b> [1] - 44:25  <b>figure</b> [2] - 42:24, 49:13  <b>filed</b> [1] - 27:14  <b>FILIPSKI</b> [1] - 56:5  <b>Filipski</b> [4] - 2:18, 4:8, 5:5, 56:23  <b>FIRM</b> [2] - 1:19, 2:9  <b>first</b> [13] - 5:4, 11:11, 13:24, 26:4, 26:8, 29:6, 29:8, 29:18, 35:1, 36:6, 36:15, 42:5, 51:18  <b>following</b> [1] - 4:1  <b>follows</b> [1] - 5:8  <b>FORKS</b> [2] - 1:1, 56:3  <b>Forks</b> [68] - 1:6, 1:24, 2:5, 2:10, 2:14, 4:5, 4:11, 5:2, 6:20, 7:1, 8:12, 11:19, 14:7, 14:11, 14:15, 14:18, 15:7, 15:13, 15:25,</p>

<p>16:10, 17:19, 18:12, 20:11, 20:12, 20:21, 20:22, 23:21, 24:13, 25:11, 25:15, 26:24, 27:13, 27:20, 28:1, 28:4, 28:7, 28:10, 28:13, 28:16, 29:3, 29:11, 29:20, 30:6, 31:9, 32:10, 34:12, 35:18, 35:23, 36:3, 36:8, 37:9, 38:3, 38:5, 38:9, 38:21, 39:20, 41:6, 41:13, 41:19, 42:2, 43:2, 46:8, 51:9, 52:1, 52:5, 52:15, 56:6, 56:24</p> <p><b>form</b> [1] - 12:14 <b>forth</b> [1] - 4:14 <b>FOSTER</b> [2] - 2:13, 4:10 <b>frame</b> [1] - 24:18 <b>front</b> [2] - 42:8, 42:14</p>	<p>17:12 <b>guess</b> [10] - 7:7, 8:6, 18:2, 20:14, 25:12, 26:21, 33:13, 34:25, 35:25, 37:4</p> <p style="text-align: center;"><b>H</b></p> <p><b>half</b> [1] - 26:11 <b>hand</b> [3] - 10:1, 49:3, 56:20 <b>handwriting</b> [3] - 10:3, 10:6, 20:5 <b>handwritten</b> [2] - 10:1, 10:13 <b>harvest</b> [2] - 21:25, 24:20 <b>harvested</b> [4] - 8:5, 8:14, 15:12, 18:21 <b>harvesting</b> [1] - 17:15 <b>hauled</b> [1] - 8:12 <b>head</b> [2] - 6:8, 49:20 <b>help</b> [2] - 17:15, 17:18 <b>hereby</b> [1] - 56:7 <b>hereinbefore</b> [1] - 4:14 <b>hi</b> [1] - 38:18 <b>high</b> [1] - 6:23 <b>honestly</b> [1] - 23:12 <b>hundredweight</b> [7] - 11:13, 11:25, 13:1, 45:15, 47:18, 47:20, 52:19</p>	<p>47:2 <b>interested</b> [1] - 56:18 <b>interject</b> [1] - 32:17 <b>invoice</b> [2] - 43:4, 44:24 <b>involved</b> [2] - 7:17, 39:6 <b>involvement</b> [2] - 17:24, 18:3 <b>involving</b> [5] - 17:25, 18:6, 18:7, 34:12, 35:23 <b>issued</b> [1] - 15:6 <b>it'd</b> [4] - 16:5, 30:15, 38:12, 45:23</p>	<p><b>location</b> [1] - 33:17 <b>look</b> [4] - 13:24, 14:24, 22:3, 24:11 <b>looking</b> [4] - 12:5, 16:23, 47:3, 52:22 <b>looks</b> [6] - 10:16, 10:19, 11:4, 15:3, 19:17 <b>lower</b> [1] - 19:15 <b>LTD</b> [2] - 1:23, 2:9</p>	<p>39:21, 42:19 <b>Miller</b> [1] - 38:13 <b>Minnesota</b> [2] - 5:2, 6:20 <b>minute</b> [2] - 37:17, 37:23 <b>MITCHELL</b> [1] - 1:16 <b>Mitzel</b> [1] - 38:12 <b>money</b> [7] - 14:6, 24:16, 24:24, 37:9, 39:25, 40:19, 41:24 <b>month</b> [2] - 9:23, 36:10 <b>MORLEY</b> [4] - 2:9, 2:10, 35:4, 54:8 <b>moving</b> [1] - 39:15 <b>MR</b> [47] - 5:11, 12:12, 12:14, 12:17, 12:20, 13:7, 16:7, 18:24, 22:5, 26:18, 29:12, 29:15, 32:16, 32:22, 32:24, 32:25, 33:3, 33:5, 33:16, 34:2, 34:5, 34:19, 34:21, 35:2, 35:4, 35:8, 35:12, 37:14, 37:16, 37:20, 37:25, 40:8, 40:10, 40:11, 40:12, 40:16, 42:10, 43:18, 45:3, 53:19, 54:5, 54:7, 54:8, 54:9, 54:10, 54:24, 55:1 <b>multiple</b> [2] - 30:18, 30:22 <b>multiple</b> [1] [1] - 31:4 <b>must</b> [1] - 7:12</p>
<p style="text-align: center;"><b>G</b></p> <p><b>GAUSTAD</b> [2] - 2:6, 54:9 <b>given</b> [3] - 5:15, 15:9, 54:18 <b>gra</b> [1] - 7:7 <b>GRAND</b> [2] - 1:1, 56:3 <b>grand</b> [1] - 7:1 <b>Grand</b> [67] - 1:6, 1:24, 2:5, 2:10, 2:14, 4:5, 4:11, 5:2, 6:20, 8:12, 11:19, 14:6, 14:11, 14:15, 14:18, 15:7, 15:13, 15:25, 16:10, 17:19, 18:12, 20:11, 20:12, 20:21, 20:22, 23:20, 24:13, 25:11, 25:15, 26:24, 27:13, 27:20, 28:1, 28:4, 28:7, 28:10, 28:13, 28:16, 29:2, 29:11, 29:20, 30:6, 31:9, 32:10, 34:12, 35:18, 35:23, 36:3, 36:8, 37:9, 38:3, 38:4, 38:9, 38:21, 39:20, 41:6, 41:13, 41:19, 42:2, 43:2, 46:8, 51:9, 52:1, 52:5, 52:15, 56:6, 56:24 <b>group</b> [1] - 33:14 <b>grow</b> [2] - 7:20, 7:23 <b>grower</b> [6] - 8:25, 9:3, 19:7, 19:10, 20:6, 20:7 <b>growing</b> [2] - 17:10,</p>	<p style="text-align: center;"><b>I</b></p> <p><b>Idaho</b> [1] - 50:12 <b>idea</b> [3] - 19:22, 20:4, 31:5 <b>identification</b> [2] - 10:22, 37:22 <b>identify</b> [1] - 15:1 <b>Inc</b> [2] - 1:6, 2:3 <b>income</b> [1] - 22:21 <b>inconvenience</b> [1] - 54:21 <b>incorporated</b> [1] - 28:19 <b>indicating</b> [1] - 19:12 <b>indirectly</b> [1] - 56:19 <b>individuals</b> [3] - 29:19, 30:5, 39:5 <b>initials</b> [2] - 10:16, 10:18 <b>ink</b> [1] - 54:11 <b>insolvency</b> [2] - 10:11, 12:10 <b>instruct</b> [1] - 32:20 <b>Insurance</b> [2] - 1:7, 2:7 <b>interest</b> [2] - 42:7,</p>	<p style="text-align: center;"><b>J</b></p> <p><b>January</b> [6] - 1:10, 4:12, 22:22, 45:21, 45:23, 47:24 <b>JOHN</b> [1] - 2:14 <b>JON</b> [1] - 1:20 <b>Jon</b> [3] - 11:6, 13:21, 28:3 <b>JOY</b> [1] - 56:5 <b>Joy</b> [7] - 2:18, 4:8, 5:5, 13:8, 18:24, 35:2, 56:23 <b>Jr</b> [2] - 16:6, 16:9 <b>July</b> [2] - 12:8, 13:2</p>	<p style="text-align: center;"><b>M</b></p> <p><b>MADDOCK</b> [1] - 1:23 <b>mail</b> [1] - 36:21 <b>manager</b> [1] - 38:22 <b>marked</b> [6] - 8:17, 10:22, 10:24, 18:25, 19:3, 37:22 <b>MARKED</b> [1] - 3:10 <b>market</b> [1] - 13:12 <b>Marketing</b> [6] - 12:5, 12:11, 13:3, 13:18, 19:5, 32:8 <b>marketing</b> [2] - 8:19, 12:18 <b>materials</b> [1] - 56:13 <b>matter</b> [2] - 27:15, 56:19 <b>mcGurk</b> [1] - 21:2 <b>McGurk</b> [10] - 21:9, 21:14, 24:13, 25:20, 25:23, 26:20, 26:24, 38:18, 42:2, 45:8 <b>mean</b> [9] - 8:7, 9:20, 12:20, 15:17, 17:8, 21:5, 29:8, 41:2, 49:9 <b>meaning</b> [1] - 22:2 <b>means</b> [1] - 53:25 <b>measurements</b> [1] - 53:3 <b>meeting</b> [14] - 31:8, 31:10, 31:16, 31:25, 32:18, 32:20, 33:9, 33:12, 33:13, 33:15, 33:17, 34:15, 35:14, 35:16 <b>meetings</b> [2] - 32:6, 32:14 <b>MELLAND</b> [7] - 1:25, 32:16, 32:24, 33:16, 34:2, 34:5, 54:7 <b>melland's</b> [1] - 34:16 <b>Melland's</b> [1] - 35:16 <b>memorialize</b> [1] - 46:2 <b>mentioned</b> [1] - 53:7 <b>met</b> [1] - 35:19 <b>MICHAEL</b> [1] - 2:10 <b>might</b> [4] - 17:1, 20:5,</p>	<p style="text-align: center;"><b>N</b></p> <p><b>name</b> [3] - 5:13, 19:20, 19:23 <b>named</b> [2] - 56:9, 56:15 <b>National</b> [3] - 2:12, 4:3, 5:4 <b>need</b> [1] - 6:12 <b>Nelson</b> [11] - 1:17, 1:22, 15:22, 17:4, 17:10, 19:7, 19:10, 20:5, 28:4, 28:7, 28:10 <b>Nelson's</b> [4] - 17:24, 18:7, 19:19, 19:23 <b>never</b> [1] - 44:7 <b>next</b> [1] - 29:24 <b>Nick</b> [2] - 1:22, 28:1 <b>NO</b> [1] - 3:3 <b>nobody</b> [1] - 54:15 <b>none</b> [1] - 51:8 <b>nonverbal</b> [1] - 35:5</p>

<p>normally [1] - 54:19  <b>NORTH</b> [2] - 1:1, 56:2  <b>North</b> [14] - 1:15, 1:20, 1:24, 2:5, 2:10, 2:14, 4:5, 4:7, 4:9, 4:12, 5:6, 10:10, 56:7, 56:24  <b>Notary</b> [4] - 4:8, 5:5, 56:5, 56:23  <b>NOTARY</b> [1] - 56:1  <b>NOTARY-REPORTER'S</b> [1] - 56:1  <b>notation</b> [1] - 10:14  <b>notes</b> [1] - 10:1  <b>noting</b> [2] - 13:13, 56:10  <b>Notice</b> [1] - 4:6  <b>number</b> [1] - 48:12  <b>numbers</b> [1] - 50:23</p>	<p><b>pad</b> [1] - 49:17  <b>page</b> [4] - 11:12, 13:15, 13:24  <b>PAGE</b> [1] - 3:3  <b>pages</b> [3] - 14:25, 15:1, 56:13  <b>paid</b> [9] - 11:20, 16:12, 23:19, 23:23, 24:15, 30:7, 32:5, 48:7, 52:6  <b>paper</b> [1] - 54:11  <b>paperwork</b> [1] - 49:14  <b>part</b> [4] - 36:15, 36:17, 36:18, 39:12  <b>partial</b> [1] - 51:10  <b>participated</b> [1] - 32:18  <b>particular</b> [1] - 22:20  <b>parties</b> [1] - 56:18  <b>passed</b> [3] - 31:1, 42:20, 42:21  <b>pay</b> [4] - 41:23, 44:3, 44:9, 47:24  <b>payments</b> [1] - 51:10  <b>payroll</b> [1] - 16:19  <b>PEARSON</b> [1] - 2:4  <b>pending</b> [1] - 4:4  <b>people</b> [4] - 28:24, 29:7, 38:3, 38:11  <b>per</b> [7] - 11:25, 13:1, 45:10, 45:12, 45:15, 47:17, 47:20  <b>percent</b> [2] - 15:16, 15:17  <b>periodically</b> [1] - 40:24  <b>person</b> [2] - 15:20, 27:2  <b>personally</b> [1] - 15:15  <b>Petitioner</b> [2] - 1:4, 1:13  <b>phone</b> [2] - 21:17, 27:2  <b>physical</b> [1] - 39:6  <b>pinto</b> [2] - 8:1, 8:4, 14:18, 14:22, 15:7, 15:12, 17:6, 17:10, 17:12, 17:16, 17:19,</p>	<p>50:9  <b>PLLP</b> [1] - 2:4  <b>plug</b> [1] - 25:24  <b>plus</b> [1] - 44:16  <b>point</b> [1] - 53:8  <b>PORSBORG</b> [1] - 1:14  <b>position</b> [2] - 38:25, 44:11  <b>possibly</b> [2] - 48:4, 52:20  <b>pound</b> [2] - 45:10, 45:12  <b>pounds</b> [3] - 48:17, 48:20, 48:25  <b>precisely</b> [1] - 12:15  <b>present</b> [1] - 27:15  <b>previously</b> [1] - 19:3  <b>price</b> [15] - 8:18, 12:18, 23:8, 23:10, 24:8, 25:1, 25:7, 45:7, 45:10, 45:12, 45:14, 45:16, 47:15, 47:19, 49:16  <b>Price</b> [6] - 12:5, 12:10, 13:3, 13:17, 19:5, 32:8  <b>priced</b> [1] - 11:24  <b>prices</b> [3] - 25:5, 25:7, 47:24  <b>pricewise</b> [1] - 47:20  <b>pricing</b> [2] - 39:19, 39:21  <b>printed</b> [1] - 46:17  <b>privileged</b> [2] - 32:19, 33:18  <b>Procedure</b> [1] - 4:7  <b>process</b> [1] - 41:19  <b>program</b> [1] - 42:3  <b>protected</b> [1] - 10:9  <b>Public</b> [13] - 1:3, 4:8, 5:6, 35:22, 36:2, 36:7, 36:20, 37:3, 37:11, 51:15, 51:16, 56:5, 56:23  <b>public</b> [1] - 42:25  <b>purchase</b> [1] - 46:3  <b>purchased</b> [2] - 46:7, 51:8</p>	<p><b>quote</b> [2] - 43:23</p> <p style="text-align: center;"><b>R</b></p> <p><b>rail</b> [1] - 41:3  <b>Randy</b> [6] - 38:12, 38:16, 38:23, 39:19, 40:2, 40:18  <b>Randy's</b> [1] - 38:24  <b>re</b> [5] - 8:6, 28:25, 29:9, 34:25, 42:19  <b>read</b> [8] - 13:7, 13:9, 35:3, 35:6, 42:25, 45:1, 54:20, 54:22  <b>real</b> [1] - 54:14  <b>really</b> [1] - 25:8  <b>reasons</b> [1] - 48:8  <b>receipt</b> [1] - 50:11  <b>receipts</b> [1] - 50:3  <b>receive</b> [1] - 42:16  <b>received</b> [2] - 24:8, 42:19  <b>recess</b> [1] - 37:23  <b>reclaim</b> [1] - 52:20  <b>reclaiming</b> [1] - 32:1  <b>recollection</b> [1] - 9:9  <b>record</b> [4] - 5:13, 11:10, 38:1, 44:24  <b>records</b> [11] - 43:2, 44:17, 49:24, 49:25, 50:1, 50:2, 50:6, 50:7, 50:8, 50:9, 50:11  <b>redeliver</b> [1] - 53:18  <b>redelivered</b> [1] - 30:11  <b>redelivering</b> [1] - 54:2  <b>redelivery</b> [2] - 30:21, 37:10  <b>redo</b> [1] - 34:25  <b>reduced</b> [2] - 54:11, 56:15  <b>reference</b> [7] - 13:1, 13:2, 13:11, 14:1, 14:3, 14:4, 14:5  <b>referring</b> [1] - 23:25  <b>regard</b> [1] - 37:8  <b>regarding</b> [17] - 18:5, 26:24, 27:13, 27:19, 28:1, 28:4, 28:7,</p>	<p>54:3  <b>repeated</b> [1] - 24:25  <b>rephrase</b> [12] - 5:22, 8:6, 17:7, 18:2, 20:17, 21:5, 25:12, 26:21, 27:16, 28:25, 29:9, 35:25  <b>report</b> [1] - 42:25  <b>REPORTER</b> [1] - 35:10  <b>reporter</b> [3] - 13:10, 35:7, 54:17  <b>Reporter</b> [3] - 2:18, 4:8, 5:5  <b>REPORTER'S</b> [1] - 56:1  <b>representative</b> [2] - 20:21, 38:6  <b>representatives</b> [1] - 38:4  <b>representing</b> [2] - 25:15, 32:19  <b>request</b> [2] - 4:2, 32:20  <b>requests</b> [1] - 24:23  <b>resp</b> [1] - 23:16  <b>respond</b> [1] - 32:21  <b>Respondent</b> [1] - 2:7  <b>Respondents</b> [1] - 1:8  <b>response</b> [5] - 5:17, 6:5, 23:14, 24:22, 34:17  <b>restaurant</b> [1] - 31:9  <b>returned</b> [2] - 27:7, 53:9  <b>review</b> [1] - 54:12  <b>Richter</b> [1] - 51:18  <b>Road</b> [2] - 2:13, 4:11  <b>role</b> [1] - 38:21  <b>Ron</b> [2] - 1:22, 27:19  <b>room</b> [1] - 43:24  <b>Rules</b> [1] - 4:7  <b>RUSS</b> [1] - 1:25  <b>Russ's</b> [1] - 33:19</p>
<p style="text-align: center;"><b>O</b></p> <p><b>o'clock</b> [2] - 4:13, 55:3  <b>oath</b> [1] - 5:7  <b>occurred</b> [3] - 21:24, 31:14, 31:17  <b>October</b> [1] - 22:13  <b>Octoberish</b> [1] - 22:10  <b>Odney</b> [2] - 16:6, 16:9  <b>OF</b> [3] - 1:9, 56:2, 56:3  <b>offhand</b> [5] - 23:17, 25:3, 45:17, 48:1, 48:22  <b>office</b> [7] - 4:10, 21:15, 21:20, 32:18, 33:21, 34:16, 35:16  <b>offset</b> [7] - 14:2, 41:9, 41:20, 43:13, 44:21, 45:6, 48:11  <b>OLSON</b> [1] - 1:23  <b>once</b> [2] - 22:22, 54:10  <b>one</b> [8] - 16:25, 25:1, 30:17, 46:14, 50:25, 53:7, 54:15  <b>open</b> [3] - 16:2, 20:14, 29:16  <b>operation</b> [2] - 7:19, 39:12</p>	<p>20:11, 20:23, 23:20, 27:7, 35:18, 39:19, 40:5  <b>pintos</b> [3] - 8:14, 15:21, 15:25  <b>place</b> [1] - 56:14  <b>plans</b> [2] - 22:25, 23:3  <b>plant</b> [5] - 29:13, 38:23, 44:18, 51:20, 51:25  <b>planting</b> [2] - 49:8,</p>	<p><b>Oral</b> [5] - 28:22, 28:23, 44:15, 44:16  <b>otherwise</b> [1] - 52:24  <b>owe</b> [3] - 14:6, 41:24, 51:3  <b>owed</b> [3] - 14:9, 50:14, 50:15  <b>Owners</b> [2] - 1:7, 2:7</p> <p style="text-align: center;"><b>P</b></p> <p><b>P.C</b> [2] - 2:13, 4:10</p>	<p><b>put</b> [4] - 13:21, 13:22, 42:8, 42:13</p> <p style="text-align: center;"><b>Q</b></p> <p><b>questions</b> [10] - 5:21, 32:21, 37:15, 40:11, 40:13, 53:7, 54:6, 54:7, 54:8, 54:9  <b>quite</b> [2] - 53:15, 54:17</p> <p>28:10, 28:13, 28:16, 29:2, 29:11, 29:20, 30:6, 30:21, 36:3, 36:8  <b>related</b> [2] - 35:17, 56:17  <b>relating</b> [1] - 46:7  <b>remember</b> [11] - 9:11, 9:16, 23:17, 24:1, 30:24, 32:12, 34:3, 42:18, 50:17, 50:19,</p>	<p style="text-align: center;"><b>S</b></p> <p><b>sale</b> [3] - 34:12, 35:18, 40:5</p>
<p><b>saw</b> [2] - 32:23, 33:10  <b>scale</b> [2] - 15:3, 15:5  <b>school</b> [1] - 6:24  <b>SCHROEDER</b> [16] - 2:14, 5:11, 12:17, 13:7, 18:24, 32:22, 32:25, 33:3, 34:21, 35:2, 37:14, 37:20, 37:25, 40:8, 40:11, 42:10  <b>Schroeder</b> [22] - 3:5,</p>				

<p>10:23, 11:11, 12:25, 13:14, 16:8, 19:2, 22:8, 26:2, 26:19, 29:17, 33:1, 33:11, 33:20, 34:4, 34:8, 34:22, 35:15, 38:2, 41:9, 51:14, 53:10  <b>Schroeder's</b> [1] - 53:6  <b>SCHWEIGERT</b> [1] - 1:14  <b>scratch</b> [1] - 49:17  <b>seal</b> [1] - 56:20  <b>season</b> [4] - 22:23, 24:4, 24:14, 24:17  <b>Season's</b> [3] - 31:9, 31:11, 31:25  <b>second</b> [1] - 13:15  <b>see</b> [13] - 8:24, 10:8, 10:13, 11:14, 11:24, 12:1, 13:23, 16:3, 19:6, 22:23, 33:2, 35:17, 38:19  <b>seed</b> [26] - 14:4, 14:9, 14:11, 14:14, 14:18, 14:22, 41:9, 41:13, 41:20, 41:23, 41:25, 42:1, 43:13, 44:2, 44:21, 45:5, 45:20, 46:3, 46:7, 47:19, 47:25, 48:15, 49:11, 50:8, 51:5, 51:8  <b>seeing</b> [2] - 32:13, 34:11  <b>sell</b> [6] - 22:18, 22:25, 23:4, 23:15, 44:12  <b>seller</b> [1] - 10:18  <b>September</b> [8] - 9:8, 9:15, 16:20, 22:9, 22:13, 29:3, 29:7, 29:23  <b>series</b> [1] - 5:20  <b>Service</b> [9] - 1:3, 35:23, 36:2, 36:7, 36:20, 37:3, 37:11, 51:15, 51:17  <b>service</b> [1] - 42:25  <b>set</b> [1] - 4:14  <b>sheet</b> [1] - 49:15  <b>shipping</b> [1] - 3:12  <b>show</b> [4] - 8:16, 10:23, 15:2, 19:2  <b>side</b> [2] - 10:1, 39:7  <b>sign</b> [1] - 9:10  <b>signature</b> [2] - 9:4, 10:15  <b>signed</b> [2] - 9:14, 9:18  <b>sit</b> [1] - 53:16  <b>sitting</b> [1] - 22:23  <b>slips</b> [3] - 11:4, 15:4, 22:3</p>	<p><b>SMITH</b> [1] - 1:14  <b>sold</b> [10] - 21:22, 22:17, 22:19, 24:3, 26:5, 41:5, 42:5, 42:6, 44:1, 48:16  <b>somewhere</b> [1] - 22:6  <b>soon</b> [2] - 22:17, 29:25  <b>sorry</b> [1] - 34:9  <b>sort</b> [1] - 46:4  <b>sounds</b> [2] - 48:23, 50:19  <b>South</b> [2] - 2:13, 4:11  <b>southwest</b> [1] - 6:19  <b>soybeans</b> [1] - 7:21  <b>specific</b> [1] - 48:10  <b>specified</b> [1] - 50:25  <b>speculating</b> [1] - 23:18  <b>spring</b> [2] - 45:8, 47:16  <b>ss</b> [1] - 56:2  <b>standpoint</b> [1] - 12:21  <b>start</b> [5] - 6:5, 27:18, 27:24, 29:5, 40:17  <b>started</b> [2] - 21:25, 25:7  <b>starting</b> [2] - 22:8, 24:20  <b>STATE</b> [1] - 56:2  <b>State</b> [3] - 4:9, 5:6, 56:6  <b>state</b> [1] - 5:12  <b>stating</b> [1] - 11:12  <b>statutes</b> [1] - 12:16  <b>statutory</b> [1] - 10:10  <b>Stenotype</b> [1] - 56:14  <b>Steve</b> [1] - 28:4  <b>still</b> [2] - 46:19, 48:15  <b>stop</b> [1] - 38:17  <b>storage</b> [1] - 35:17  <b>street</b> [1] - 6:19  <b>stuff</b> [1] - 49:3  <b>Sue</b> [1] - 51:18  <b>Suite</b> [2] - 2:13, 4:11  <b>suppose</b> [2] - 22:6, 22:10  <b>swear</b> [3] - 43:18, 43:21, 44:8  <b>swearing</b> [1] - 50:18  <b>sworn</b> [2] - 5:5, 56:9</p>	<p><b>Tad's</b> [1] - 46:23  <b>tax</b> [1] - 22:23  <b>Tech</b> [4] - 6:23, 7:1, 7:4, 7:11  <b>technical</b> [1] - 54:16  <b>telephone</b> [1] - 21:13  <b>testify</b> [1] - 56:9  <b>testimony</b> [1] - 31:8  <b>THE</b> [7] - 25:24, 29:14, 34:3, 34:7, 43:19, 54:22, 54:25  <b>thereafter</b> [1] - 56:15  <b>therein</b> [1] - 56:15  <b>thousand</b> [1] - 49:19  <b>three</b> [2] - 37:23, 49:5  <b>three-minute</b> [1] - 37:23  <b>tickets</b> [1] - 15:6  <b>Tim</b> [8] - 43:1, 51:18, 51:19, 51:24, 52:7, 52:11, 52:17, 53:1  <b>titled</b> [2] - 8:18, 10:25  <b>today</b> [2] - 7:2, 53:17  <b>Todd</b> [35] - 21:2, 21:4, 21:9, 21:14, 22:15, 24:12, 25:17, 25:21, 26:9, 30:15, 31:1, 31:22, 38:17, 42:20, 42:21, 43:9, 43:11, 44:5, 44:15, 44:17, 45:7, 45:19, 46:2, 46:5, 47:15, 47:18, 47:24, 48:7, 48:14, 49:16, 53:12, 53:15, 53:17, 54:2  <b>Todd's</b> [5] - 23:14, 24:22, 43:5, 43:8, 44:7  <b>together</b> [1] - 13:21  <b>top</b> [4] - 8:24, 19:6, 49:20, 54:15  <b>totes</b> [4] - 49:7, 49:12, 49:18, 49:23  <b>transcript</b> [1] - 54:11  <b>truck</b> [1] - 15:14  <b>true</b> [1] - 7:22  <b>truth</b> [3] - 56:10, 56:11  <b>trying</b> [8] - 21:22, 24:15, 39:24, 40:18, 42:23, 48:9  <b>turn</b> [2] - 13:15, 13:24  <b>two</b> [7] - 6:23, 26:10, 26:11, 35:4, 49:19, 53:5  <b>type</b> [2] - 7:20, 32:14  <b>typewriting</b> [1] - 56:16  <b>typewritten</b> [1] - 56:13</p>	<p style="text-align: center;"><b>U</b></p> <p><b>under</b> [2] - 38:23, 56:16  <b>understood</b> [1] - 6:1  <b>unloading</b> [2] - 39:9, 39:14  <b>up</b> [6] - 11:7, 44:3, 44:9, 44:12, 45:5, 52:15</p> <p style="text-align: center;"><b>V</b></p> <p><b>valley</b> [1] - 51:23  <b>value</b> [1] - 14:9  <b>variety</b> [3] - 48:18, 48:20, 49:1  <b>variety's</b> [1] - 47:22  <b>verbal</b> [2] - 5:17, 34:17  <b>verbally</b> [1] - 34:20  <b>versus</b> [1] - 50:15  <b>visit</b> [1] - 38:19  <b>Vo</b> [4] - 6:23, 7:1, 7:4, 7:10  <b>VOGEL</b> [1] - 1:19  <b>vs</b> [1] - 1:5  <b>vulgar</b> [1] - 26:6</p>	<p><b>years</b> [4] - 6:23, 7:8, 49:5, 51:24  <b>yourself</b> [1] - 18:1</p> <p style="text-align: center;"><b>Z</b></p>
	<p style="text-align: center;"><b>T</b></p> <p><b>Tad</b> [16] - 25:20, 25:23, 26:3, 26:20, 26:23, 27:3, 30:16, 43:12, 43:25, 44:1, 44:4, 44:6, 46:11, 50:13, 53:12, 53:14</p>		<p style="text-align: center;"><b>W</b></p> <p><b>wait</b> [1] - 6:3  <b>waive</b> [2] - 54:19, 55:1  <b>warehouseman's</b> [1] - 10:10  <b>Wednesday</b> [1] - 4:12  <b>weeks</b> [2] - 26:11  <b>weight</b> [2] - 11:4, 22:3  <b>wheat</b> [1] - 7:21  <b>whole</b> [1] - 56:10  <b>wife</b> [1] - 18:14  <b>wish</b> [1] - 54:20  <b>witness</b> [3] - 5:3, 54:19, 56:9  <b>WITNESS</b> [1] - 56:20  <b>words</b> [2] - 43:18, 44:8  <b>write</b> [2] - 19:19, 19:22  <b>writing</b> [1] - 46:4  <b>written</b> [17] - 21:8, 21:10, 26:19, 26:22, 26:23, 27:18, 27:21, 27:24, 27:25, 28:3, 28:6, 28:9, 28:12, 28:15, 28:18, 32:9, 36:19</p> <p style="text-align: center;"><b>Y</b></p> <p><b>year</b> [11] - 7:6, 9:23, 36:11, 36:15, 36:17, 41:13, 42:1, 42:5, 42:6, 45:21, 48:15</p>	<p><b>ZIMNEY</b> [2] - 2:13, 4:10</p>