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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..

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E-file to Court – Exhibit B to PSC's Pre-Hearing Brief
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
SOUTHEASTERN DIVISION

RECEIVED

JUL - 2 2002

NORTH DAKOTA
PUBLIC SERVICE
COMMISSION
EXECUTIVE SECRETARY

Civil No. A3-02-46

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Wimbledon Grain Company; Kenneth)
 Hoggarth; Gerald Hoggarth; North)
 Dakota Public Service Commission;)
 Security State Bank; Employers)
 Mutual Casualty Company; Archer)
 Daniels Midland Company; Cargill,)
 Inc.; and All Claimants to the)
 Liquidated Grain Proceeds of)
 Wimbledon Grain Company,)
)
 Defendants.)

FILED
JUL 1 2002
EDWARD J. KLECKER, CLERK
U.S. DISTRICT COURT-NORTH DAKOTA

ORDER FOLLOWING EVIDENTIARY HEARING

On June 28, 2002, this Court held an evidentiary hearing to determine whether unsigned contracts and forged contracts were truly unsigned and forged. The Court made oral findings at the conclusion of the hearing. This written order follows.

As a preliminary matter, the Court adopts the characterization of the five classes of claimants as delineated by the Public Service Commission ("PSC"). The first class contains claimants holding cash-sale or deferred payment contracts. The second class consists of those with open-storage receipts. Those claims where the grain was stored on an unsigned contract for sale make up the third class. The fourth class is the forged contract claimants. Finally, the fifth class consists of all claims in which grain was sold on a credit-sale contract.

From the evidence received at the hearing, the Court concludes that all allegedly unsigned contracts¹ were truly unsigned. This conclusion is based not only on the affidavits provided to the Court by the sellers but also on the testimony of Timothy Erdmann, a grain warehouse inspector for the North Dakota Public Service Commission, who testified that, while some of the contracts were signed by a representative of the elevator, none of them were signed by the seller. The Court further concludes that for priority purposes sellers with unsigned contracts (Class III) should be treated in the same manner as those claimants in Class II, those with open storage receipts.

Class IV consists of those claimants alleging that their grain sale contracts were forged.² Affidavits and testimony at the evidentiary hearing indicate that the signatures on these contracts were forged. As with the unsigned contracts, the Court finds that for priority purposes sellers with forged contracts

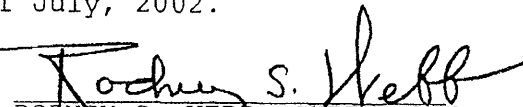
¹ Except as modified herein, the Court's ruling on unsigned contracts refers to those contracts delineated as unsigned in a spreadsheet prepared by the PSC. Exh. A to doc. # 30.

² The Court's ruling on forged contracts refers to those contracts delineated as forged in a spreadsheet prepared by the PSC, Exh. A to doc. # 30, with the following modifications. Charlotte Henning's contract 25197, Dale Jorissen's contracts 9502 and 9530, and Joanne Tucker's contracts 7784 and 7785, should be reclassified to the class of claimants delineated by the PSC as Class V. Delores Kerber's contract 25057 was characterized by the PSC as forged. However, the Court finds that this contract should be properly categorized as unsigned, since it was not signed by Ms. Kerber or her authorized representative. Likewise, Alice Mutschler's contracts 25172 and 25191 were also not signed by her or her authorized representative and thus should be reclassified from the forged contract class (Class IV) to the unsigned contract class (Class III).

(Class IV) should be treated in the same manner as those with open storage receipts (Class II).

IT IS SO ORDERED.

Dated this 1st day of July, 2002.


RODNEY S. WEBB, CHIEF JUDGE
UNITED STATES DISTRICT COURT

NOTICE OF ENTRY

Take notice that the original of this copy was entered in the office of the clerk of the United States District Court for the District of North Dakota on the 1st day of

July 20 02
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By: Shelley M. Guenne
Deputy