



STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Midwest Grain Trading / NoDak Grain
Roving Grain Buyer / Grain Warehouse
Insolvencies

PUBLIC SERVICE COMMISSION
Case No. GE-18-395

CLAIM WITHDRAWAL OF
E Y, INC.

E Y, Inc, hereby requests to withdraw their Grain Complaint claim submitted November 26, 2018 and filed with the ND Public Service Commission on November 30, 2018 under Case No. GE-18-395 at Docket no. 14, attached hereto as Exhibit A.

Dated this 22nd day of April, 2019.

BY: Nathan C. Gibbens (ND License #07111)
OF: GIBBENS LAW OFFICE
6780 Highway 17 East
P.O. Box 708
Cando, ND 58324
nathan@gibbenslaw.com
701-968-3342
ATTORNEY FOR E Y, INC.

Exhibit A

Consisting of the following documents and 12 total pages:

1. Grain Complaint and attachments (12)



GRAIN COMPLAINT
PUBLIC SERVICE COMMISSION
SFN 60852 (06-2015)



Complainant Information

Name EY Inc.		Telephone Number 701-685-2687
Address 5866 76th Ave SE		cell - 701-320-8054 - Bryan 701-320-1995 - Emma
City Jnd	State ND	ZIP Code 58454

Complaint Against

Name of Grain Warehouse or Grain Buyer Midwest Grain Trading		Telephone Number 701-381-1022
Address 218 4th St SW Suite #1		
City Devils Lake	State ND	ZIP Code 58301

Allegations

Describe the facts of your complaint in detail. If more space is required, continue on a separate sheet of paper.

10,000 bushels of milling Hard Red Spring Wheat sold to Midwest Grain trading of Devils Lake ND. 10 loads picked up off EY Inc Farm by A + T trucking and delivered to Osnaabrock Farmers Co-op Elevator, Nekoma ND. (Tickets attached) First load left 10/22/18 and last load 11/5/18. No payment has been received and unable to contact anyone from Midwest Grain trading. Contract attached and also trade confirmation agreement.

Have you consulted an attorney? <input type="checkbox"/> No <input type="checkbox"/> Yes - Provide Contact Information Below.	
Name of Attorney	Telephone Number

Signature of Person Filing Complaint: Ey Hula of EY Inc.	Date 11/26/18
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NOTICE: A copy of this complaint will be forwarded to the licensee complained against, providing the licensee an opportunity to respond to the allegations.

The Commission considers all complaints important and will process your complaint in as timely a manner as possible. Please attach copies of any support documents you may have such as written contracts, scale tickets, or other items.

SEND TO: Public Service Commission
Licensing Division
600 East Boulevard Avenue - Department 408
Bismarck, ND 58505-0480
Facsimile Number: 701-328-2410
E-mail: srichter@nd.gov

EV Inc
Jud NO

Osnabrock Farmers Co-op Elevator Co.
103 Dakota St.
Nekoma, ND 58356
Main Office (701) 949 2722

NEW YORK

INBOUND

INSPECTION AND WEIGHT CERTIFICATE

License# _____ Commodity: Spilling Wheat (SPWH/1)
Received From: Midwest Grain Trading P/L Location: _____
Box 183
Leeds, ND 58346

No. 178299 10/31/2018
Truck: A&J TRUCKING M13
Weighter
12:46:44 GROSS Lbs 94580
12:53:31 TARE Lbs 33360

Remarks	DOC	MST	DMG	NET Lbs	Gross BU	Shrink BU	Lockage BU	Net BU
	2.0	12.8	0.0	61220	1020.33	0.00	20.41	909.92
	TW	PRO						
	60.0	15.7						
Splits								
Midwest Grain Trading	%	Gross	Application Type					
	100.00	1,020.33	Priced					

EY Inc
Jud nd

Warehouse Scale Ticket

Ticket #: 65042
Inbound

nabrock Farmers Coop Elevator

Box 105
abrock, ND 58269

Received From: Midwest Grain Trading (MidWes)

Box 183

Leeds, ND 58346

Ticket Date: 11/01/2018

Location: Osna

Carrier:

BL#

Vehicle:

Axes: 0

Driver On? No

Weighmaster: ck

Bin:

Commodity: Spring Wheat (SpWht)

Assembly:

Price: 0.00

Farm ID:

Field ID:

Comments:

Gross Wt: 94,060 lb 11/01/2018 01:15PM

Tare Wt: 33,420 lb 11/01/2018 01:25PM

Net Wt: 60,640 lb

Gross Units: 1,010.67

Shrink Units: 0.00

Dock Units: 23.25

Net Units: 987.42

TW	59.20	Dmg
Doc	2.30	FM
Mst	12.40	TD
Pro	16.50	FN

Vom
Basis
Misc

Units	Percent	Net Units	DPRStatus	Contract
Midwest Grain Trading (MidWes)	100.00%	987.42	Priced	

ORIGINAL NOT-NEGOTIABLE

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the U.S. Grain Standards Act)

DEFINITION: This certificate is issued by an inspector/weigher licensed under the United States Warehouse Act and regulations thereunder for the nabrock Farmers Coop Elevator, Osnabrock, ND Fed. Lic. No. 3-9560

Osnabrock Farmers Co-op Elevator Co.

103 Dakota St.
Nekoma ND 58355
Main Office (701) 949-2722

Notifiable

INBOUND

INSPECTION AND WEIGHT CERTIFICATE

License#	Commodity: Spring Wheat (SPWHT);	No - 178367	11/02/2018	
Received From	Midwest Grain Trading	Truck: A&T TRUCKING M13		
	Box 183	Weigher		
	Leeds ND 58346	13:11:29 GROSS Lbs	93240	
Remarks		13:18:38 TARE Lbs	33580	
		NET Lbs	59660	
DOC	MST	DMG	Gross BU	994.33
2.8	12.8	0.0	Shrink BU	0.00
TW	PRO		Dockage BU	27.84
58.0	16.5		Net BU	966.49

EY Inc
 Just
 No

Osnabrock Farmers Co-op Elevator Co.

INBOUND

103 Dakota St.
 Nekoma ND 58365
 Main Office (701) 949-2722

12/17/18

INSPECTION AND WEIGHT CERTIFICATE

License#

Commodity: Spilling Wheat (SPWHT)

No. 178411

11/09/2018

Received From Midwest Grain Trading

Pit Location

Truck: A&T TRUCKING M13

Box 183
 Leeds ND 58349

12:59:03 GROSS Lbs
 13:18:37 TARE Lbs

93220

Remarks

13:18:37 TARE Lbs

33580

DOC MSI DMG

2.7 13.3 0.0

TW PRO

58.8 16.1

NET Lbs

59640

Gross BU

994.00

Shrink BU

0.00

Package BU

26.84

Net BU

967.16

Spills
 Midwest Grain Trading

% Gross
 100.00 994.00

Application Type
 Filled

UNLITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
 Inspection Not Valid For Purposes of the US Grain Standards Act
 FEDERAL ACT 1916 This certificate is issued by an inspector assigned to inspect under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9580

GRAIN PURCHASE CONTRACT

187254

This is an agreement that the Seller EX Inc Brian Huber (Seller's Name) of 5866 76th Ave SE Jnd, N.D. 58454 701-320-8054 (Seller's Address, City, State & Zip) on 7-25-18 (Date) has sold and agreed to deliver to the Buyer West Coast Grain Trading (Company Name) at 218 4th ST SW Suite #1 Devils Lake, N.D. 58301 (Buyer's Address, City, State & Zip) a net quantity of 5,000 (bu. / cwt.) of U.S. 1 (Grade and Kind) of Spring Wheat (Commodity) at 14% (% Moisture) (% Protein) (Circle One) at pick up location (Delivery Location) for delivery 8-1-18 to 9-30-18 (Specify Time Period for Delivery) at the purchase price of \$ 5.83 (Circle One) per (bu. / cwt.) under the following terms and conditions:

TERMS AND CONDITIONS

Grade and Quality Specifications: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

Merchantable Quality: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

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

Premiums and Discounts to Apply: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: 14% pro + 10 @ 45 to 16.0% - 5 @ 45 to 12.5%

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

Settlement for under-delivery or non-delivery of grain shall be made on the difference between market price on delivery date and the contract price _____ cents per bushel handling charge to be paid to buyer upon such settlement.

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

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

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

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

In witness whereof, the parties have signed this contract this 6th day of Oct (month), 2018 (year).

SELLER: EX Inc By Brian Huber (Authorized Signature(s))

BUYER: Hunter Anderson (Authorized Signature(s))

GRAIN PURCHASE CONTRACT

187291

This is an agreement that the Seller EF Inc Brian Huber (Seller's Name) of 5866 76th Ave SE Jct, MN 58454 (Seller's Address, City, State & Zip) on 7-25-18 (Date) has sold and agreed to deliver to the Buyer Midwest Grain Trading (Company Name) at 218 4th St SW Suite #1 Devils Lake, MN 58301 (Buyer's Address, City, State & Zip) a net quantity of 5,000 ((bu./ cwt.) of U.S. # 1 of Spring Wheat at 14.0% (% Moisture) (% Protein) (Circle One) (Grade and Kind) (Commodity) (Circle One) at pick up location (Delivery Location) for delivery 8-1-18 to 9-30-18 (Specify Time Period for Delivery) at the purchase price of \$ 5.83 per (bu. / cwt.) under the following terms and conditions:

TERMS AND CONDITIONS

Net 30

Grade and Quality Specifications: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

Merchantable Quality: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

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

Premiums and Discounts to Apply: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: 14% pro + 10¢ 45 to 16.0, -5¢ 45 to 12.5%

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

Settlement for under-delivery or non-delivery of grain shall be made on the difference between market price on delivery date and the contract price _____ cents per bushel handling charge to be paid to buyer upon such settlement.

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

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

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

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

In witness whereof, the parties have signed this contract this 6th day of Oct (month), 2018 (year).

SELLER: EF Inc By Brian Huber (Authorized Signature(s))

BUYER: Hunter Hanson (Authorized Signature(s))

Trade Confirmation #21641

East Central Grain Marketing Inc.
13033 Ridgedale Dr, PMB 165
Minnetonka MN 55305
(952) 476-0127

Contract Date: 7/25/18

Seller: EY Inc.
5866 76th Ave SE
Jud, ND 58454
Brian Huber - 701-320-8054
emmy@drtel.net

Buyer: Midwest Grain Trading
313 5th Ave NE
Devils Lake, ND 58301
Chris - 701-381-1028
midwestgraintrading@gmail.com

Quantity: 10,000 bu

Commodity: Milling Quality - # 1 Hard Red Spring Wheat
Protein: 14 %

Shipment: Aug 1, 2018 - Sep 30, 2018

Origin: 5866 76th Ave SE
Jud, ND 58454

Weights: Destination

Grades: Destination - PRO SCALES Basis 14% pro: +10 a 1/5 to 16.0, -5 a 1/5 to 12.5%

Price Basis: Origin

Price Paid To Seller: -\$0.44 bu Sep 2018 futures (Contract Price)
Priced 1 MWU at \$ 5.94 bu

Seller's Net: -\$0.44 bu

Pricing: Seller will initiate pricing on or before the close of the day before first notice day

Governing Contract: National Grain and Feed Association

Payment: Per Agreement

Discount Schedule: Destination

Advise immediately if terms are not in accordance with your understanding. ECGM Inc. acts as a broker only and assumes no responsibility for fulfillment of contract.

Code: 9X2YT

EY Inc
Juel No

NEW YORK

Osnabrock Farmers Co-op Elevator Co.
103 Dakota St.
Nekoma, ND 58355
Main Office (701) 949-2722

INBOUND

INSPECTION AND WEIGHT CERTIFICATE

License#	Commodity: Spring Wheat (SPWHT);	No. 177811	10/22/2018
Received From: Midwest Grain Trading	Pit Location	Truck: A&T TRUCKING M13	
Box 185		Weigher	
Leads ND 58346		13:05:41 GROSS Lbs	92040
Remarks		13:15:06 TARE Lbs	33020
		NET Lbs	59020
DOC	MST	DMG	
1.5	12.8	0.0	
TW	PRO		
57.1	16.5		
Splits	% Gross	Application Type	
Midwest Grain Trading	100.00 983.67	Priced	

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the US Grain Standards Act)
CERTIFICATION: This certificate is issued by an inspector/weigher licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

EY Inc
Jud 20

Osnabrock Farmers Co-op Elevator Co.
103 Dakota St.
Nekoma, ND 58355
Main Office (701) 949-2722

North Dakota

INBOUND

INSPECTION AND WEIGHT CERTIFICATE

License#	Commodity: Spring Wheat (SPWHT)		No	177909	10/23/2018
Received From	Midwest Grain Trading	Pit Location	Truck: A&T TRUCKING M13		
	Box 183		Weigher		
	Leeds ND 58346		12:56:36	GROSS Lbs	81420
Remarks			13:03:32	TARE Lbs	33160
				NET Lbs	48260
DOC	MST	DMG		Gross BU	804.33
1.7	12.6	0.0		Shrink BU	0.00
TW	PRO			Dockage BU	13.67
58.4	16.5			Net BU	790.66
Splits		% Gross	Application Type		
Midwest Grain Trading		100.00 804.33	Priced		

Osnabrock Farmers Co-op Elevator Co.
103 Dakota St.
Nekoma, ND 58355
Main Office (701) 949-2722

North Dakota

INBOUND

INSPECTION AND WEIGHT CERTIFICATE

License#	Commodity: Spring Wheat (SPWHT)		No	178082	10/25/2018
Received From	Midwest Grain Trading	Pit Location	Truck: A&T TRUCKING M13		
	Box 183		Weigher		
	Leeds ND 58346		13:10:55	GROSS Lbs	95220
Remarks			13:23:53	TARE Lbs	33180
				NET Lbs	62040
DOC	MST	DMG		Gross BU	1034.00
2.1	13.3	0.0		Shrink BU	0.00
TW	PRO			Dockage BU	21.71
59.7	15.7			Net BU	1012.29
Splits		% Gross	Application Type		

EY Inc
Jud no

Osnabrock Farmers Co-op Elevator Co.
103 Dakota St.
Nekoma, ND 58355
Main Office (701) 949-2722

INBOUND

portland

INSPECTION AND WEIGHT CERTIFICATE

License#	Commodity: Spring Wheat (SPWHT)	No - 178009	10/24/2018
Received From: Midwest Grain Trading Box 183 Leeds ND 58346	Pit Location	Truck: A&T TRUCKING M13 Weigher	
Remarks		13:09:50 GROSS Lbs	93480
		13:16:05 TARE Lbs	33220
		NET Lbs	60260
DOC MST DMG		Gross BU	1004.33
2.0 14.3 0.0		Shrink BU	26.41
TW PRO		Dockage BU	20.09
58.9 15.8		Net BU	957.83
Splits	% Gross	Application Type	
Midwest Grain Trading	100.00 1,004.33	Priced	

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the US Grain Standards Act)
CERTIFICATION This certificate is issued by an inspection/weigher licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

EY Inc
Jud no

Osnabrock Farmers Co-op Elevator Co.
103 Dakota St.
Nekoma ND 58355
Main Office (701) 949-2722

INBOUND

Northville

INSPECTION AND WEIGHT CERTIFICATE

License#	Commodity: Spring Wheat (SPWHT)	No. 178150	10/26/2018
Received From	Midwest Grain Trading Box 183 Leeds, ND 58346	Pit Location	Truck: A&T TRUCKING M13 Weigher
Remarks		13:05:34 GROSS Lbs	94360
		13:11:55 TARE Lbs	33300
		NET Lbs	61060
DOC	MST	DMG	
1.4	13.1	0.0	
TW	PRO		
60.0	15.3		
Splits	% Gross	Application Type	
Midwest Grain Trading	100.00 1.017.67	Priced	

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the US Grain Standards Act)
CERTIFICATION This certificate is issued by an inspection/weight license holder under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

E4 Inc
Jud NO

Osnabrock Farmers Co-op Elevator Co.

Northwind

INBOUND

103 Dakota St.
Mekoma, ND 58355
Main Office (701) 949-2722

INSPECTION AND WEIGHT CERTIFICATE

Commodity: Spring Wheat (SPWHT)

Mo: 1/8198 10/29/2018
Truck: A&I TRUCKING M13

License#
Received From: Midwest Grain Trading
Box 183
Leeds, ND 58346

Plt Location

12:42:40 GROSS Lbs
12:48:39 TARE Lbs

94220
33200
61020

Remarks

NET Lbs
Gross BU 1017.00
Shrink BU 0.00
Dorkage BU 16.27
Net BU 1000.73

DOC MSI DMG
1.6 12.9 0.0
TW PRO
60.0 15.5

Sjls
Midwest Grain Trading
% Gross 1.017.00
Application Type Priced

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
Inspection Not Valid for purposes of the US Grain Standards Act
CERTIFICATION: This certificate is issued by an inspector/agent licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Co-op Elevator, Osnabrock, ND Fed Lic No. 3-9580