

STATE OF INDIANA }  
COUNTY OF MARION } SS

**BEFORE THE INDIANA GRAIN  
BUYERS AND WAREHOUSE  
LICENSING AGENCY**

**ADMINISTRATIVE CAUSE #: 08-0129**

**IN RE:**

████████████████████  
████████████████████  
████████████████████  
**South Whitley, IN 46787**

**Finding of Fact and Final Order**

**I. Introduction**

An administrative hearing was held pursuant to I.C. 4-21.5-1, 824 I.A.C. 1-21 *et seq.*, and I.C. 26-3-7 by the Indiana Grain Buyers and Warehouse Licensing Agency (hereafter “Agency”) with Sarah Ash Simpson, Interim Director (hereafter “Director”) presiding. The hearing was held in connection with ██████████ (hereafter “Respondent”) whose business address is ██████████, South Whitley, Indiana, 46787. The Agency licensed ██████████ as a Buyer/Warehouse pursuant to the Agency’s authority under I.C. 26-3-7. The hearing was held in the Community Room at 118 E. Front Street, South Whitley, IN 46787 on Thursday, June 12, 2008 at 1:40 p.m.

The hearing was to accept evidence of claims of persons unable to secure satisfaction of financial obligation due or to be due from the Respondent for grain delivered for sale or storage. All parties having an interest, including Respondent and all grain creditors known to the Agency based on the books and records of Respondent were notified of the hearing by first class U.S. mail. Further notice was provided by publication in the Churubusco News, Churubusco, Indiana on June 4, 2008. Additionally, a public notice of the hearing was posted at Respondent’s facility, ██████████, South Whitley, Indiana and the Community Room, 118 E. Front Street, South Whitley, Indiana. The Director took administrative notice of all information in the files of the Agency relating to Respondent, including but not limited to the notice of hearing and the notice of publication pursuant to I.C. 4-21.5-3-26. Charles D. Holm, Court Reporters, Inc. provided reporting services for the proceeding. The transcript and exhibits are retained at the Agency’s office, 101 West Ohio Street, Suite 1200, Indianapolis, Indiana 46204.

Present for the Agency were DeAnna Brunner, General Counsel; Jerome Hawkins, Audit Supervisor; Dennis Henry, Licensing Officer; Aimee Fiesbeck, Field Auditor; Bob Goulet, Field Auditor; Andres Meyer, Field Auditor; and Kurt Simerman, Field Auditor.

All Claimants were afforded the opportunity to give claims testimony. Claim forms and accompanying support material presented were admitted into evidence and marked as exhibits.

The Director hereby submits the Findings of Fact and Final Order after due consideration of the written claims, evidentiary material received at the hearing, the business records of Respondent and the Agency file.

**II. Claims Hearing**

## A. Findings of Fact

1. Claims were filed on behalf of the parties for grain delivered to Respondent for payment or grain had not been received:

Leon Albright 648 W 1400 N North Manchester, IN 46962 Claim No. WFD-101	Tom Decker 4803 W 800 S Claypool, IN 46510 Claim No. WFD-112	Ron Hull 4251 SR 9 Columbia City, IN 46725 Claim No. WFD-123	Gregory L. Seifert 2300 N 550 W Columbia City, IN 46725 Claim No. WFD-134
Chad Eric Allen 3546 E 1300 S North Manchester, IN 46962 Claim No. WFD-102	Jay Emley 2499 W SR 14 Columbia City, IN 46725 Claim No. WFD-113	William Bryan Leeuw 8449 S 350 W South Whitley, IN 46787 Claim No. WFD-124	Paul Smith 9710 S 100 E Claypool, IN 46510 Claim No. WFD-135
Shannon Amiss 598 W 600 S Claypool, IN 46510 Claim No. WFD-103	Tom Fortman 6365 W Division Rd Larwill, IN 46764 Claim No. WFD-114	Gary Lopshire 5752 N CR 350 E Columbia City, IN 46725 Claim No. WFD-125	Steve Metzger c/o South View Farms 11397 S 400 E Claypool, IN 46510 Claim No. WFD-136
Brian Bidwell 1483 S 900 E Pierceton, IN 46562 Claim No. WFD-104	Andy Fosnaugh 4854 W 300 S Columbia City, IN 46725 Claim No. WFD-115	Mike McKinney 3380 US 30 Columbia City, IN 46725 Claim No. WFD-126	John Studebaker 1460 N SR 5 Larwill, IN 46764 Claim No. WFD-137
Dennis Boggs 4925 S Country Club Rd Warsaw, IN 46580 Claim No. WFD-105	Dave Gangwer 5105 W 200 S Columbia City, IN 46725 Claim No. WFD-116	Jay Ocken 7585 W 400 S South Whitley, IN 46787 Claim No. WFD-127	Roger Studebaker 3169 S 575 E Pierceton, IN 46562 Claim No. WFD-138
Robert Burch 3966 S 150 W Wabash, IN 46992 Claim No. WFD-106	Steve Gebert 2839 N SR 5 Larwill, IN 46764 Claim No. WFD-117	Jay Parker & Sons 10462 S 450 W Silver Lake, IN 46982 Claim No. WFD-128	Mark Stutzman 10729 W 1250 N Nappanee, IN 46550 Claim No. WFD-139
John Camden 6516 E Pierceton Rd Pierceton, IN 46562 Claim No. WFD-107	Terry Hardy 11658 N 300 W Huntington, IN 46750 Claim No. WFD-118	Don Reed 413 N Wolf Rd Columbia City, IN 46725 Claim No. WFD-129	Steven R. Trump 6587 S 300 E Claypool, IN 46510 Claim No. WFD-140
CDK Farms 14975 N SR B North Manchester, IN 46962 Claim No. WFD-108	Jeff & Lisa Hawley 5027 S 50 W Claypool, IN 46510 Claim No. WFD-119	Mark E. Roser 3864 E 1300 N North Manchester, IN 46962 Claim No. WFD-130	Paul Weirich 7153 W 1400 N Silver Lake, IN 46982 Claim No. WFD-141
Leonard Coburn 3301 W SR 14 Columbia City, IN 46725 Claim No. WFD-109	Brad Hull 1870 W 800 S Columbia City, IN 46725 Claim No. WFD-120	Gregory Michael Rostochak 4835 N Elder Rd Larwill, IN 46764 Claim No. WFD-131	David Wilfong 6500 W SR 205 South Whitley, IN 46787 Claim No. WFD-142
Pat Dean 341 ½ N. Main St Columbia City, IN 46725 Claim No. WFD-110	Harold Hull 8250 S 350 W South Whitley, IN 46787 Claim No. WFD-121	Don Rowland 8976 W 900 S South Whitley, IN 46787 Claim No. WFD-132	Rex Wilfong 2285 N Range Line Rd Huntington, IN 46750 Claim No. WFD-143
Eric Lee Decker 1443 W 700 S Claypool, IN 46510 Claim No. WFD-111	Ron Hull 1200 S Raber Rd Columbia City, IN 46725 Claim No. WFD-122	Brian Ruckman 2155 S SR 5 Larwill, IN 46764 Claim No. WFD-133	Mavelen G. Woodruff c/o Tom Woodruff 6530 W 350 S South Whitley, IN 46787 Claim No. WFD-144

These individuals will be referred to collectively as the “Claimants” as defined by I.C. 26-3-7-2(5) meaning a person that is unable to secure satisfaction of the financial obligations due from a licensee under this chapter for grain that has been delivered to the licensee for sale or for storage under bailment.

2. At the hearing, the claims were submitted to the Agency; in addition, those present provided oral testimony detailing the amounts reflected in their claims. The claims and oral testimony of Claimants are hereby incorporated by reference.
3. For purposes of calculating claims, the Agency has priced the corn in grain bank storage at \$ [REDACTED] per bushel less any applicable grain bank charges. For purposes of calculating claims, the Agency has priced the oats in grain bank storage at \$ [REDACTED] per bushel less any applicable grain bank charges.
4. The Director allows Claimants the net total due from Respondent as depicted in the column entitled “Net Claim Amount” on attached Schedule A.

### **III. Claims**

#### **Chad Eric Allen – WFD-102**

5. Claimant Chad Eric Allen entered into an agreement with Respondent for the purpose of storing grain in grain bank. Chad Eric Allen has a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
6. Pursuant to the agreement referenced in paragraph 5 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
7. The agreement referenced in paragraph 5 above represent claim WFD-102.

#### **Robert Burch – WFD-106**

8. Claimant Robert Burch entered into an agreement with Respondent for the purpose of storing grain in grain bank. Robert Burch has a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
9. Pursuant to the agreement referenced in paragraph 8 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
10. The agreement referenced in paragraph 8 above represent claim WFD-106.

**John Camden – WFD-107**

11. John Camden entered into an agreement with Respondent for the purpose of storing grain in grain bank. John Camden claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
12. Pursuant to the agreement referenced in paragraph 11 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
13. The agreement referenced in paragraph 11 above represent claim WFD-107.

**Eric Lee Decker – WFD-111**

14. Eric Lee Decker entered into an agreement with Respondent for the purpose of storing grain in grain bank. Eric Lee Decker claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
15. Pursuant to the agreement referenced in paragraph 14 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
16. The agreement referenced in paragraph 14 above represent claim WFD-111.

**Tom Decker – WFD-112**

17. Tom Decker entered into an agreement with Respondent for the purpose of storing grain in grain bank. Tom Decker claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
18. Pursuant to the agreement referenced in paragraph 17 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
19. The agreement referenced in paragraph 17 above represent claim WFD-112.

**Andy Fosnaugh – WFD-115**

20. Andy Fosnaugh entered into an agreement with Respondent for the purpose of storing grain in grain bank. Andy Fosnaugh claims a balance of [REDACTED] bushels of corn stored in grain bank as of June 10, 2008.
21. Pursuant to the agreement referenced in paragraph 20 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
22. The agreement referenced in paragraph 20 above represent claim WFD-115.

**Steve Gebert – WFD-117**

23. Steve Gebert entered into an agreement with Respondent for the purpose of storing grain in grain bank. Steve Gebert claims a balance of [REDACTED] bushels of oats stored in grain bank as of May 1, 2008 as per Respondent's records confirmed by the Agency.
24. Pursuant to the agreement referenced in paragraph 23 above, the oats delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
25. The agreement referenced in paragraph 23 above represent claim WFD-117.

**William Bryan Leeuw – WFD-124**

26. William Bryan Leeuw entered into an agreement with Respondent for the purpose of storing grain in grain bank. William Bryan Leeuw claims a balance of [REDACTED] bushels of corn stored in grain bank as of June 10, 2008.
27. Pursuant to the agreement referenced in paragraph 26 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
28. The agreement referenced in paragraph 26 above represent claim WFD-124.

**Gary Lopshire – WFD-125**

29. Gary Lopshire entered into an agreement with Respondent for the purpose of storing grain in grain bank. Gary Lopshire claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
30. Pursuant to the agreement referenced in paragraph 29 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
31. The agreement referenced in paragraph 29 above represent claim WFD-125.

**Mark E. Roser – WFD-130**

32. Mark E. Roser entered into an agreement with Respondent for the purpose of storing grain in grain bank. Mark E. Roser claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
33. Pursuant to the agreement referenced in paragraph 32 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
34. The agreement referenced in paragraph 32 above represent claim WFD-130.

**Gregory Michael Rostochak – WFD-131**

35. Gregory Michael Rostochak entered into an agreement with Respondent for the purpose of storing grain in grain bank. Gregory Michael Rostochak claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
36. Pursuant to the agreement referenced in paragraph 35 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
37. The agreement referenced in paragraph 35 above represent claim WFD-131.

**Greg Seifert – WFD-134**

38. Greg Seifert entered into an agreement with Respondent for the purpose of storing grain in grain bank. Greg Seifert claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
39. Pursuant to the agreement referenced in paragraph 38 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
40. The agreement referenced in paragraph 38 above represent claim WFD-134.

**Paul Smith – WFD-135**

41. Paul Smith entered into an agreement with Respondent for the purpose of storing grain in grain bank. John Camden claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
42. Pursuant to the agreement referenced in paragraph 41 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
43. The agreement referenced in paragraph 41 above represent claim WFD-135.

**South View Farms – WFD-136**

44. South View Farms entered into an agreement with Respondent for the purpose of storing grain in grain bank. Steve Metzger, owner of South View Farms, claims a balance of [REDACTED] bushels of corn and [REDACTED] bushels of oats stored in grain bank as of May 1, 2008.
45. Pursuant to the agreement referenced in paragraph 44 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
46. The agreement referenced in paragraph 44 above represent claim WFD-136.

**Steven R. Trump – WFD-140**

47. Steven R. Trump entered into an agreement with Respondent for the purpose of storing grain in grain bank. Steven R. Trump claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
48. Pursuant to the agreement referenced in paragraph 47 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
49. The agreement referenced in paragraph 47 above represent claim WFD-140.

**David Wilfong – WFD-142**

50. David Wilfong delivered to Respondent [REDACTED] bushels of corn from October 12, 2001 through March 1, 2005 that was designated as a deferred-price obligation after the contracts were completed.
51. David Wilfong delivered grain to Respondent on October 18, 2005 for the purpose of open storage in the amount of [REDACTED] bushels.
52. David Wilfong entered into an agreement with Respondent for the cash sale of grain in the amount of [REDACTED] bushels.
53. Pursuant to the agreement referenced in paragraph 50 above, [REDACTED] bushels of corn delivered by David Wilfong was to be priced by “deferred pricing” as defined by I.C. 26-3-7-2(6).
54. Pursuant to the agreement referenced in paragraph 51 above, [REDACTED] bushels of corn delivered by David Wilfong was for “grain bank” as defined by I.C. 26-3-7-2(14).
55. Pursuant to the agreement reference in paragraph 52 above, [REDACTED] bushels of corn delivered by David Wilfong was sold to Respondent at a price of \$ [REDACTED] per bushel.
56. The agreements referenced in paragraphs 50, 51, and 52 above represent claim WFD-143.

**Rex Wilfong – WFD-143**

57. Rex Wilfong entered into an agreement with Respondent for the cash sale of grain on December 4, 2003 and September 4, 2004 in the amounts of [REDACTED] and [REDACTED] bushels respectfully.
58. Pursuant to the agreement reference in paragraph 57 above, [REDACTED] bushels of corn delivered by Rex Wilfong was sold to Respondent at a price of \$ [REDACTED] per bushel.
59. The agreement referenced in paragraph 57 above represents claim WFD-143

**Tom Woodruff – WFD-144**

- 60. Tom Woodruff entered into an agreement with Respondent for the purpose of storing grain in grain bank. Tom Woodruff claims a balance of [REDACTED] bushels of corn stored in grain bank as of May 1, 2008.
- 61. Pursuant to the agreement referenced in paragraph 60 above, the corn delivered to Respondent was for grain bank as defined by I.C. 26-3-7-2 (14).
- 62. The agreement referenced in paragraph 60 above represent claim WFD-144.

**No Claim**

- 63. The following claimants failed to present a claim:

Leon Albright – WFD-101	Dave Gangwer – WFD-116	Jay Parker & Sons – WFD-128
Shannon Amiss – WFD-103	Terry Hardy – WFD-118	Don Reed – WFD-129
Brian Bidwell – WFD-104	Jeff & Lisa Hawley – WFD-119	Don Rowland – WFD-132
Dennis Boggs – WFD-105	Brad Hull – WFD-120	Brian Ruckman – WFD-133
CDK Farms – WFD-108	Harold Hull – WFD-121	John Studebaker – WFD-137
Leonard Coburn – WFD-109	Ron Hull – WFD-122	Roger Studebaker – WFD-138
Pat Dean – WFD-110	Ron Hull – WFD-123	Mark Stutzman – WFD-139
Jay Emley – WFD-113	Mike McKinney – WFD-126	Paul Weirich – WFD-141
Tom Fortman – WFD-114	Jay Ocken – WFD-127	

**B. Conclusion of Law**

- 62. Respondent is and will be unable to satisfy financial obligations due or to be due to the above Claimants identified in paragraph II (A)(1) supra for claims unpaid and due on or after May 1, 2008.
- 63. The Agency has determined valid claims in the amount depicted in the column entitled “Net Claim Amount” on attached Schedule A.
- 64. Pursuant I.C. 26-3-7-16.5 (d), the Agency for purposes of calculating claimant’s compensation priced corn in grain bank or deferred priced at \$ [REDACTED] per bushel and oats in grain bank or deferred priced at \$ [REDACTED] per bushel.



## IV. Bond Disbursement

### A. Findings of Fact

1. The Agency holds a certificate of deposit in the amount of [REDACTED] conditional on Respondent's faithful performance of all its obligations under I.C. 26-3-7-1, *et seq.*
2. Respondent failed to satisfy its obligations under I.C. 26-3-7-1, *et seq.*, as of May 1, 2008.
3. The amount of proven claims against Respondent is \$ [REDACTED].

### B. Final Order

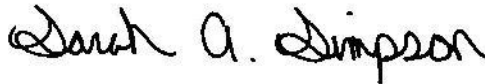
4. Bond shall be disbursed as depicted in the column entitled "Bond Distribution" on attached Schedule A.
5. The priority of the claims is established under I.C. 26-3-7-16.8 (f).
6. All corn purchases on or after July 1, 2007 will be assessed a Five-Tenths of a percent (0.5%) deduction for the Indiana corn checkoff.
7. The conclusions herein are the final actions and are the conclusive consideration of the issues involved except as any party shall demand administrative review in a writing that identifies the basis of the objection with reasonable particularity and is filed with the ultimate authority for the Agency issuing the order within fifteen (15) days after the order is served on the Petitioner.
8. A copy of these findings, conclusions, and orders shall be served upon all Claimants and counsel and all other persons who have requested notice of the same claim.
9. The determination as to valid claims made herein and the complete record of these proceedings shall be transmitted to the Indiana Grain Indemnity Corporation.

WHEREFORE, the Agency ORDERS the Star Financial bank to pay the proceeds of the certificate of deposit no. [REDACTED], on behalf of [REDACTED] Respondent, to the Indiana Grain Buyers and Warehouse Licensing Agency for the purposes of disbursement in a manner consistent with this Order.

Notice is hereby give that judicial review of this Order may be sought pursuant to I.C. 4-21.5-5-1, *et seq.*

IT IS SO ORDERED, this 10<sup>th</sup> day of September, 2008.

INDIANA GRAIN BUYERS AND  
WAREHOUSE LICENSING AGENCY



By: \_\_\_\_\_

Sarah Ash Simpson, Interim Director

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