



National Grain and Feed Association Arbitration Decision

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August 12, 2026

CASE NUMBER 3153

PLAINTIFF: THE ANDERSONS, INC., OVERLAND PARK, KANSAS

DEFENDANT: KEVIN SYKES, MORRISVILLE, NEW YORK

STATEMENT OF THE CASE

At issue in this case are a total of eleven contracts made between The Andersons, Inc. (The Andersons), the claimant, and Kevin Sykes (Sykes), the respondent.

The contracts were made between April 20, 2021, and January 5, 2022. There were eight contracts for yellow corn totaling 70,000 bushels; two contracts for soybeans for 6,500 bushels and one contract for feed wheat for 4,345.27 bushels. The delivery periods of the contracts were between August 1, 2021, and December of 2022.

The Andersons allege that Sykes failed to perform on these contracts, and The Andersons is seeking compensation for the costs of cancelling the contracts.

The Andersons began picking up under the feed wheat contract in September of 2021. In late December 2021, the parties agreed to roll four of the yellow corn contracts to October 2022 through December 2022 delivery. In January 2022, partial delivery on one of the soybean contracts occurred. Between February 2022 and May 2022, partial delivery on one of the corn contracts occurred.

According to The Andersons, Sykes made no further deliveries after May of 2022, leaving 4,623.83 bushels of soybeans, 60,982.09 bushels of corn, and 1,118.11 bushels of feed wheat undelivered. The Andersons sent a letter on April 5, 2023, to Sykes requesting assurances that he would perform on the contracts or The Andersons would cancel the contracts at the close of business on April 12, 2023. Sykes did not respond to the letter, and The Andersons cancelled the contracts and invoiced Sykes for the difference in market value between the contracts and current prices at that time.

Sykes claimed that the contracts were not valid because they should not have named him personally; some of the contracts were not signed by Sykes; and the contracts that were signed by Sykes were only signed under duress with threat of physical violence by an employee of The Andersons at that time.

THE DECISION

In regard to the claim that the contracts named the incorrect counterparty because they named Sykes personally, The Andersons presented in this case evidence of contracts and payments made to Sykes in 2017 through 2022, including the contracts in dispute in this case. Sykes delivered grain and cashed the checks for the grain on those contracts, which the arbitrators conclude demonstrated acceptance by Sykes of the proper party designation under those contracts.

In regard to the claim that the unsigned contracts were not valid contracts because they were not signed, Sykes did not object to those contracts until over a year past the date the contracts were originally made and after deliveries had begun on some of the contracts. Sykes' acting upon those contracts and failure to diligently inform The Andersons of any issues or non-acceptance of these contracts as provided in Rule 3(A) of the NGFA Grain Trade Rules demonstrates that the contracts were accepted and deemed valid by Sykes.

In regard to the claim that the signed contracts were only signed under duress, the arbitrators determined that Sykes did not prove this claim. Sykes did not report any threats of violence to law enforcement nor did Sykes inform The Andersons of any threats from its employee at any time, even after Sykes was informed that the person who allegedly threatened him was no longer an employee of The Andersons. Thus, there was not sufficient evidence to support these claims by Sykes.

These conclusions were unanimous by the arbitrators.

THE AWARD

The arbitrators decided in favor of The Andersons in the amount of \$128,336.74. Interest shall accrue on the award at the rate of 8.5 percent pursuant to NGFA Arbitration rule 6(F) from September 16, 2024, until the award is paid in full. There is no award for attorneys' fees or arbitration costs.

Decided: April 9, 2026

Submitted with the unanimous consent of the arbitrators, whose names appear below:

Ben Buie, Chair
Vice President, Grain
Crystal Valley Cooperative
Mankato, MN

Derrick Bruhn
General Manager
Topflight Grain Cooperative, Inc.
Monticello, IL

Dennis Kinhead
Senior Manager Commodity
Purchasing
Tyson Foods, Inc.
Springdale, AR