National Grain and Feed Association
Arbitration Decision
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1400 Crystal Drive, Suite 260
Arlington, VA 22202

P: (202) 289-0873
F: (202) 289-5388

August 12, 2026

CASE NUMBER 3168

PLAINTIFF: COMARK EQUITY ALLIANCE, LLC, ENID, OKLAHOMA

DEFENDANT: CRESCENT COOPERATIVE ASSOCIATION, CRESCENT, OKLAHOMA

FACTUAL AND PROCEDURAL BACKGROUND

The plaintiff, CoMark Equity Alliance, LLC, requested the entry of a default judgment in the amount of $571,647.88 against the defendant, Crescent Cooperative Association. The default judgment is granted for the reasons set forth below.

The plaintiff submitted an arbitration complaint dated October 13, 2025, to the National Grain and Feed Association (NGFA). The complaint alleged the defendant failed to make payments for rye and wheat under the terms and conditions of two agreements between the parties:

- Sixth Amended Operating Agreement of CoMark Equity Alliance, LLC (Operating Agreement)
- Third Amended Warehouse Operation Agreement (Warehouse Operation Agreement)

The Operating Agreement stated: "…the Dispute shall be settled by final and binding arbitration in accordance with the Trade and Arbitration Rules of the National Feed and Grain Association (NGFS") *[sic]*…" The Warehouse Operation Agreement further stated under paragraph 21:

> **ARBITRATION**. Where possible, any disputes that shall arise under this Warehouseman Agreement that cannot be resolved by mediation as set forth in paragraph 20 above shall be resolved through arbitration as outlined under the National Rules of the National Grain and Feed Association. The parties shall participate voluntarily in the arbitration process.

Acting upon the plaintiff's complaint, NGFA prepared an arbitration services contract and submitted it to the plaintiff for execution. By United States Postal Service (USPS) Priority Mail dated October 29, 2025, NGFA also sent to the defendant a letter providing notice of these proceedings with copies of the plaintiff's complaint and attachments, as well as the NGFA Trade Rules and Arbitration Rules. USPS confirmed this mailing to the defendant was delivered on November 1, 2025.

Upon receipt of the duly executed arbitration services contract from the plaintiff, NGFA then sent the arbitration services contract to the defendant on November 13, 2025. USPS confirmed that this mailing to the defendant was delivered on November 17, 2025.

On December 10, 2025, NGFA sent another letter to the defendant by USPS. USPS confirmed this mailing was delivered on December 15, 2025. NGFA's letters of November 13, and December 10, 2025, to the defendant provided notice that Rule 2(E) of the NGFA Arbitration Rules required that the signed arbitration services contract be returned within fifteen (15) days.

After not receiving any response from the defendant, NGFA sent another notice to the defendant on January 8, 2026, by Federal Express. This notice stated as follows:

> NGFA Arbitration Rules 2(D) and (E) provide for the entry of a default judgment when a party fails to execute the arbitration contract and pay the service fee within fifteen (15) days. Based upon the lack of any response from you thus far, we must anticipate that you do not intend to respond. ***This is our last attempt to elicit a response from you. A default judgment may be entered against you at any time, which the Plaintiff may enforce in a court of law.*** [Emphasis in original].

Federal Express confirmed that this mailing was delivered to the defendant on January 12, 2026.

NGFA has not received an executed arbitration services contract from the defendant.

DEFAULT JUDGMENT

NGFA established jurisdiction over this matter pursuant to the express terms of the contract and by way of the plaintiff's status as an NGFA active member.

The plaintiff filed its complaint in conformity with NGFA Arbitration Rule 2(A). Pursuant to Rule 2(B), NGFA then submitted an arbitration services contract to the parties. Rule 2(D) states that, "Each party must return the completed arbitration services contract within 15 days from the date the party receives it from the NGFA Secretary." The plaintiff executed and returned the arbitration services contract. The defendant elected to not comply with the NGFA Arbitration Rules.

NGFA Arbitration Rule 2(E) provides for the following:

> Where a party fails to execute the arbitration services contract or pay the arbitration services fee, the NGFA Secretary may without further submissions by the parties enter a default judgment or such other relief as the NGFA Secretary deems appropriate.

Pursuant to Rule 2(E), NGFA finds that entry of default judgment against the defendant is warranted.

NGFA Arbitration Rule 2(E) also sets forth the requirements and conditions under which, "[a]ny party against whom a default judgment has been entered may apply to vacate the default judgment within 15 days of entry of the default judgment." Further, NGFA Arbitration Rule 7 provides that a default judgment issued by NGFA may be appealed under the rules by either party.

THE AWARD

THEREFORE, IT IS ORDERED THAT:

1. The plaintiff is awarded judgment against the defendant for $571,647.88.

2. Interest on the judgment shall accrue at the statutory rate available for judgments in the applicable jurisdiction from this date until paid in full. This award is not intended to preclude the plaintiff from pursuing an additional award for interest, legal fees or costs in a court of law.

Dated: April 15, 2026*

NATIONAL GRAIN AND FEED ASSOCIATION
By: Charles M. Delacruz
NGFA Secretary

* On April 15, 2026, NGFA entered the default judgment against the defendant. The defendant was advised regarding the procedures for applying to vacate the default judgment, but the defendant did not apply to vacate the default judgment.