



National Grain and Feed Association Arbitration Decision

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August 20, 2025

CASE NUMBER 3065

PLAINTIFF: BUNGE NORTH AMERICA, INC., GRAND TOWER, ILLINOIS.

DEFENDANT: ERIC DOZA AND ERIC DOZA FARMS LLC, SAINT MARY, MISSOURI

STATEMENT OF THE CASE

The plaintiff, Bunge North America, Inc. (“Bunge”), and the defendants, Eric Doza and Eric Doza Farms LLC (collectively “Doza”), entered into contract 1000862806 (“original contract”) for 15,000 bushels (bu.) of U.S. No. 2 yellow corn. The parties entered into this contract on July 1, 2020, for delivery in March 2021.

On January 21, 2021, Doza, through its farm marketer, set basis at +\$0.25 per bushel and requested the following option be added to the original contract:

*CU21
Strike \$5.00
Premium \$0.33 or better
15,000 bushels
Eric Doza contract #862806*

Bunge confirmed the change the same day and issued Pricing Contract 2002105842 (“pricing contract”). The pricing contract contained the following option:

*Call Vanilla Option Short – Bullet
Underlying: CU21 @ 476.50
Levels: 500.00 (Strike)
Total Premium: -30.375 (Customer receives 30.375)
Expiration Date: 08/27/21; Value Date: 01/21/21
3 cent*

Doza delivered the corn as required throughout January and February 2021 and received the premium on all of the deliveries.

On August 27, 2021, the September 2021 corn futures price settled above \$5.00 per bushel. Bunge consequently issued contract 1000967821 (“double-up contract”) to confirm the additional 15,000 bu. now owed by Doza given that the September 2021 corn futures price settled above \$5.00 on August 27,

2021. Bunge subsequently rolled the double-up contract on two occasions – from September 2021 futures to December 2021 futures, and then from December 2021 futures to March 2021 futures.

Bunge claims it made attempts to contact Doza regarding the double-up contract. After not hearing from Doza regarding the double-up contract, Bunge cancelled it on February 25, 2022, and sent an invoice for \$24,037.50 to Doza.

Doza claims they were unaware of the original contract until February 2022. Doza claims that Mr. Doza is not familiar with HTA contracts and would not voluntarily enter into any HTA contract without first being advised of the terms and conditions. Mr. Doza also claimed that in July 2020, he did not have a corn crop sufficient to fulfill a contract calling for 15,000 bu. and he would not have entered into any contract to fulfill such an obligation.

Doza claims Bunge approached Mr. Doza's wife in January 2021 to sign the pricing contract. Doza claims Bunge represented to Mr. Doza's wife she had to sign it, and Mr. Doza's wife, believing she was obligated to sign, signed the pricing contract. Doza claims Mr. Doza became aware his wife signed a contract and believed she had signed the original contract and that the delivery of the 15,000 bu. in January and February 2021 satisfied all outstanding contractual obligations between Doza and Bunge.

Doza also claims the farm marketer that emailed Bunge about the option was not acting as Doza's agent at the time of the email, and the option entered into is not valid.

THE DECISION

The arbitrators find the contracts to be valid and enforceable. Doza and its farm marketer have a signed and verified Power of Attorney (POA), and nothing was presented in this case to demonstrate the revocation or restriction on the POA.

While it is possible Mr. Doza did not understand the contracts, he had a skilled and paid advisor working on his behalf. The contracts were executed on Doza's behalf, and both parties were obligated to those terms and conditions. Doza fulfilled the initial obligation of delivering 15,000 bushels and fully benefited from the \$4,500 option premium – paid by Bunge prior to the expiration of the contract – which was added to the original contract price.

The arbitrators noted that Bunge rolled the double-up contract two times without actually talking to Doza. The Delivery Date indicated by the contracts was 10/01/2021 through 11/30/21, so the initial roll from the September to December futures makes sense. However, the arbitrators do not agree with the second roll from December futures to March futures without communication with the customer, especially on with respect to a double bushel commitment. Therefore, the arbitrators have adjusted the calculation for damages as follows:

Calculation of Damages Due to Non-Delivery Under Futures Contract

The initial December Futures value was \$5.00. After applying the roll adjustment and associated fees, the adjusted value became \$4.9825 (i.e., \$5.00 minus 0.0175 cents). The December Futures closed at \$5.67 on November 30, 2021.

The resulting difference is:

$$\$5.67 - \$4.9825 = \$0.6875 \text{ (68.75 cents)}$$

This difference, when applied to the contracted quantity of 15,000 bushels, results in a direct financial loss of:

$$\$0.6875 \times 15,000 = \$10,312.50$$

THE AWARD

The arbitrators awarded \$10,312.50 in damages to Bunge North America, Inc. from Eric Doza and Eric Doza Farms LLC. Interest shall accrue on the award at a rate of 5.50 percent, pursuant to NGFA Arbitration Rule 6(F) from February 25, 2022 (date of invoice) until the award is paid in full.

Decided: July 22, 2025

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

Mike Hogan, *Chair*
Corporate Origination Manager
Consolidated Grain and Barge Co.
Jeffersonville, IN

Darren Amerongen
Director of Merchandising
Parrish & Heimbecker Ltd.
Winnipeg, MB, Canada

Craig Haugaard
Grain Division Manager
Superior Ag
Huntingburg, IN