



April 7, 2026

CASE NUMBER 3095(B)

PLAINTIFF: BUNGE MILLING (SOUTHWEST), INC., RED OAK, IOWA

DEFENDANT: JUSTIN AND JENNIFER DAMMANN, ESSEX, IOWA

STATEMENT OF THE CASE

This case involves the following basis contracts for white corn between plaintiff, Bunge Milling (Southwest), Inc. (hereinafter “Bunge”), and defendants, Justin and Jennifer Dammann (hereinafter “Dammanns”):

- June 2022 delivery: Contract Nos. 1000905422/2002101470
- July 2022 delivery: Contract Nos. 1000905423/2002101471
- August 2022 delivery: Contract Nos. 1000905424/2002101472
- September 2022 delivery: Contract Nos. 1000905425/2002101473

The Dammanns state they did not agree to the above contracts or receive them in the mail. After the Dammanns finished performing on other contracts, they did not have sufficient white corn available to deliver on the contracts in this dispute, and they let Bunge know. Bunge claims once it received confirmation via text from Justin Dammann that the Dammanns were out of white corn, Bunge cancelled the contracts at fair market value and assessed the Dammanns \$287,648.20 in damages.

The sequence of events leading up to the dispute is as follows:

- November 30, 2020 – Bunge claims the parties entered into the disputed contracts for a total of 70,000 bushels of white corn for delivery in June, July, August, and September of 2022. The Dammanns claim these were only potential contracts, and because the Dammanns did not sign them, they were not binding contracts. Bunge also claims it sent out contracts to the Dammanns on November 30, 2020.
- January 1, 2021 – Bunge claims the Dammanns priced the contracts at \$4.63N2, and Bunge claims it sent contracts in the mail to the Dammanns.
- March 2, 2022 – the Dammanns sold 10,000 bushels of white corn to another company not in this dispute at 150% of the value of the contracts already sold to Bunge.

- May 3, 2022 – The Dammanns requested by email that the names be changed on all contracts to “Justin and Jennifer Dammann” from “Dammann Farms,” and Bunge confirmed the changes by email. The Dammanns claim this email exchange did not specifically apply to the contracts in this dispute. It is unclear to the arbitrators if contracts with the name changes were attached to the email from Bunge. The email from the Dammanns requesting the name change was not provided in this case.
- May 4, 2022 – Jennifer Dammann responded to Bunge’s email stating: “Thank you. I mailed the voided check today.” It is unclear from the information provided in this case about the reference to a voided check.
- May 19 thru August 3, 2022 – The Dammanns delivered 13,598.392 bushels to Bunge. Bunge claims it originally applied all these bushels to the June Contract (1000905422) but later cancelled 323.215 bushels on the June contract as Dammann had delivered certain bushels via “spot” delivery.
- August 3 thru August 23, 2022 – Bunge employees reached out to Justin Damman multiple times via texts and telephone calls to discuss delivery of the remainder of the June, July, August, and September contracts.
- August 23, 2022 – The Dammanns notified Bunge via telephone that they would not complete delivery under the contracts.
- August 24, 2022 – Justin Dammann confirmed via text they were out of white corn, and Bunge cancelled the contracts. Bunge’s merchandiser texted Justin Dammann citing CZ22 at \$6.55 plus white corn basis of \$3.40 for \$9.95/bu on replacement cost for a difference of \$5.10 on 56,401 bushels.

The main arguments by Bunge are the Dammanns did not contest the contracts and instead priced and partially delivered under the contracts. Bunge also argues multiple communications were exchanged between the parties via text, email, and telephone regarding the contracts. According to Bunge, the Dammanns failed to perform and the contracts were cancelled immediately and at fair market value.

The main arguments by the Dammanns are they did not receive or sign the contracts in dispute and were not obligated to deliver the bushels or perform financially upon the cancellation of those contracts.

THE DECISION

The arbitrators reached the following unanimous conclusions:

- The NGFA Grain Trade Rules were followed regarding the confirmation and subsequent cancellation of the contracts in this dispute.

NGFA Grain Trade Rule 3 [Confirmation of Contracts] states:

(A) ... Upon receipt of said confirmation, the parties shall carefully check all specifications therein and, upon finding any differences, shall immediately notify the other party to the contract by rapid written communication, or by telephone confirmed by subsequent written communication.

(B) If either the Buyer or the Seller fails to send a confirmation, the confirmation sent by the other party will be binding upon both parties, unless the confirming party has immediately notified by non-conforming party ...

NGFA Grain Trade Rule 28(A) [Seller's Non-Performance] states:

If the Seller finds that the Seller will not be able to complete a contract within the contract specifications, it shall be the Seller's duty at once to give notice of such fact to the Buyer.... The Buyer shall then, at once elect either to: ... (2) buy-in for the account of the Seller, using due diligence, the defaulted portion of the contract; or (3) cancel the defaulted portion of the contract at fair market value based on the close of the market the next business day.

- The Dammanns did not contest contracts or balances when notified of open contracts. While neither party was seamless in its communications about intentions and the open contracts, Bunge followed the trade rules and requested Dammann acknowledge the contracts and balances as well as provide Bunge with their intentions regarding delivery.
- The Dammanns contracted and delivered grain to another company not involved in this dispute at 150% higher than the Bunge contract prices. The Dammanns also spot sold an additional 32,423.0363 bushels to the other company from January 20 – March 2, 2022.
- The Dammanns claim they could have sourced the replacement bushels at a lower cost than Bunge did, but the Dammanns did not provide examples or support for this argument. White corn has value as a specialty grain and, therefore, has more volatile basis movements due to its supply and demand characteristics.
- Bunge provided support for its claim the Dammanns sought to price corn under the July 2022 contract at 70,000 bushels.
- The Dammanns owe Bunge \$287,648.20 for cancellation of the white corn contracts for the summer of 2022. The decision is simply that the Dammanns pay Bunge for the cost of replacing those contracts in August of 2022 plus interest.

THE AWARD

The arbitrators award \$287,648.20 in damages to Bunge Milling (Southwest), Inc. from Justin and Jennifer Dammann. Interest shall accrue on the award at the rate of 5.50 percent pursuant to NGFA Arbitration Rule 6(F) from August 24, 2022, until the award is paid in full.

Decided: December 30, 2025

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

Jared Law, *Chair*
Profit Center Manager
The Andersons, Inc.
Overland Park, KS

Elyse Harris
Trade Manager
ADM
Decatur, IL

Taylor Warwick
Merchandiser
HighLine Grain Growers
Davenport, WA