



National Grain and Feed Association Arbitration Decision

www.ngfa.org | www.ngfa.org/decisions

1400 Crystal Drive, Suite 260
Arlington, VA 22202

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

December 15, 2025

CASE NUMBER 3133

PLAINTIFF: THE ANDERSONS, INC., MIDDLEBURG, FLORIDA

DEFENDANT: BREEDING FARMS, LLC, RINEYVILLE, KENTUCKY

FACTUAL AND PROCEDURAL BACKGROUND

The plaintiff, The Andersons, Inc., requested the entry of a default judgment in the amount of \$218,210.83 against the defendant, Breeding Farms, LLC. The default judgment is granted for the reasons set forth below.

The plaintiff submitted an arbitration complaint dated June 1, 2023, to the National Grain and Feed Association (NGFA). The complaint alleged that the defendant failed to perform on contracts DP88129/PO90146, and DP88161/PO89998 for yellow corn, contract PO88906 for soybeans and contract 88509 for wheat.

The contracts were duly executed by the parties and stated under paragraph 2 of the “CONTRACT TERMS AND CONDITIONS” as follows:

This Contract is subject to the customary trade rules, as established and governed by the appropriate exchange, board, or association designated on the face hereof, of the market to which the product is shipped. This Contract is also subject to the Trade Rules of the National Grain and Feed Association (“NGFA”). A copy will be provided upon request. Further, any disputes or controversies arising out of this Contract shall be arbitrated by the NGFA pursuant to its Arbitration Rules. Buyer and seller agree that judgment may be entered upon any arbitration award in any Court of competent jurisdiction. Performance of this Contract is subject to orders, rules, and regulations of all governmental agencies, and to all causes which are beyond the reasonable control of the parties thereto.

Acting upon the plaintiff’s complaint, NGFA prepared an arbitration services contract and submitted it to the plaintiff for execution. By Federal Express dated June 23, 2023, 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. Federal Express confirmed that this mailing to the defendant was delivered on June 27, 2023.

Upon receipt of the duly executed arbitration services contract from the plaintiff, NGFA then sent it with accompanying correspondence to the defendant by Federal Express on July 14, 2023. Federal Express confirmed that this mailing to the defendant was delivered on July 18, 2023.

On August 23, 2023, NGFA sent to the defendant another letter by Federal Express. Federal Express confirmed this mailing was delivered on August 25, 2023. NGFA's letters of July 14, and August 23, 2023, to the defendant provided notice that Rule 2(E) of the NGFA Arbitration Rules required that the signed contract be returned within fifteen (15) days.

After not receiving any response from the defendant, NGFA sent another notice to the defendant on October 13, 2023, 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].

On November 2, 2023, NGFA resent its October 13 notice. Federal Express confirmed that this mailing was delivered to the defendant on November 4, 2023.

On October 8, 2025, NGFA sent another letter to the defendant to follow up on its prior notices with additional documents provided by the plaintiff. Federal Express confirmed that this mailing was delivered to the defendant on October 11, 2025.

To date, 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 \$218,210.83
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: November 6, 2025*

NATIONAL GRAIN AND FEED ASSOCIATION

By: Charles M. Delacruz
NGFA Secretary

* On November 6, 2025, 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.