



# 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

January 12, 2026

## CASE NUMBER 3160

**PLAINTIFF: ATTEBURY GRAIN, LLC, AMARILLO, TX**

**DEFENDANT: NORAG LLC, LEAWOOD, KS**

### FACTUAL AND PROCEDURAL BACKGROUND

The plaintiff, Attebury Grain, LLC, requested the entry of a default judgment in the amount of \$1,485,303.76 against the defendant, NORAG LLC. The default judgment is granted for the reasons set forth below.

The plaintiff submitted an arbitration complaint dated August 27, 2024, to the National Grain and Feed Association (NGFA). The complaint alleged that the defendant failed to perform on contracts 995011874, 995011877, and 995011882 for YGS Sorghum.

The contracts stated: "Trade Rules to Govern: National Grain & Feed Association Trade & Arbitration Rules." The contracts further stated under paragraph 12 of the terms and conditions:

... Any dispute or difference of any nature which may arise under this contract and which can not be settled amicably between the parties hereto shall be submitted for arbitration to the Exchange/Board and/or Association under whose rules this contract has been drawn. The decision reached shall be final and binding upon all parties hereto.

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 September 20, 2024, 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 returned this mailing to NGFA stating "Box Closed" and "Unable to Forward."

Upon receipt of the duly executed arbitration services contract from the plaintiff and an updated address for the defendant, NGFA then sent the arbitration services contract and a copy of the initial notice sent to the defendant on November 1, 2024. Federal Express was unable to confirm it delivered the November 1, 2024, correspondence to the defendant, so NGFA sent another letter to the defendant with a copy of all previous correspondence in this case on February 14, 2025. Federal Express confirmed that this mailing to the defendant was delivered on February 18, 2025.

On March 21, 2025, NGFA sent another letter to the defendant by Federal Express. Federal Express confirmed this mailing was delivered on March 24, 2025. NGFA's letters of February 14, and March 21, 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 May 29, 2025, 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 June 3, 2025.

On June 18, 2025, NGFA received a letter from the defendant (dated June 3, 2025) stating that the defendant declines to participate in the arbitration of this case. The letter also stated: “The fundamental purpose of arbitration is to resolve disputes and, in this case, both parties generally agree to the amount owed by Norag LLC to Attebury Grain LLC. There is no value in arbitration.”

On October 8, 2025, NGFA sent the defendant additional documents provided by the plaintiff, which included copies of contract confirmations 650481, 650483, and 650484, issued by the defendant, which corresponded to the three contracts issued by the plaintiff in this case. The contract confirmations issued by the defendant stated: “contract governed by the Trade & Arbitration Rules of the NGFA.”

On October 23, 2025, the defendant responded to NGFA to simply update its new address and company name.

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 \$1,485,303.76.
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 20, 2025\*

**NATIONAL GRAIN AND FEED ASSOCIATION**

\* On November 20, 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.