

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF PUC STAFF’S COMPLAINT)	STIPULATION AND
AGAINST FEARLESS GRAIN MARKETING, LLC)	SETTLEMENT AGREEMENT
AND JEREMEY FROST)	
)	GW21-001

This Stipulation and Settlement Agreement (Settlement) reflects the resolution reached between the Staff of the Public Utilities Commission (Staff), Jeremey Frost (Frost) and Fearless Grain Marketing, LLC (Fearless), together “the Parties”. If adopted by the Commission, this Settlement resolves all violations included in the complaint for purchase of grain without a license occurring prior to the date this Settlement is signed.

I. BACKGROUND

On March 31, 2021, Staff filed with the Public Utilities Commission (Commission) a complaint against Fearless and Frost alleging Fearless operated as a grain buyer without a license.

The Complaint alleged Fearless purchased at least 23 loads of grain over the past six months and continued to make such purchases after Staff explained that Fearless needed to obtain a grain buyer license to continue purchasing grain. The penalty for operating as a grain buyer without a license is described in SDCL 49-45-1, which provides for a fine of \$1,000 for each purchase of grain up to a maximum fine of \$20,000. If, after hearing, the Commission determined Fearless made 20 or more purchases without a license, Fearless could be subject to a maximum fine of \$20,000.

Now, to avoid a hearing, the Parties stipulate to the facts below and agree to resolve this matter as follows:

1. Fearless is a grain broker located in Onida, SD and in the business of advising farmers in their grain marketing while connecting the farmers directly to end users.

2. Frost is the sole owner and registered agent of Fearless Grain Marketing, LLC.
3. Neither Fearless nor Frost are licensed to operate as a grain buyer in the State of South Dakota.
4. The Parties agree Fearless engaged in the business of purchasing grain for resale in violation of SDCL 49-45-1 and 49-45-10.
5. The Parties acknowledge that Fearless is subject to penalties for these violations. The Parties believe a civil penalty in the amount of \$20,000 for failure to obtain a grain buyer license should be paid by Fearless for this violation.
6. Fearless and Frost agree to immediately cease and desist operating as an unlicensed grain buyer.
7. Fearless and Frost agree not to purchase grain for resale in this state unless licensed as a grain buyer.
8. Fearless and Frost agree to provide Staff a list of all grain purchase and delivery contracts between Frost or Fearless and any other entity. Fearless and Frost agree to provide Staff weekly updates on the status of each outstanding contract until such time as all such contracts are fulfilled, paid in full, or transferred
9. Fearless agrees to make payment to the Commission of the \$20,000 civil fine within thirty days of receipt of the Commission Order.
10. Staff agrees this Stipulation and Settlement Agreement, if approved by the Commission, represents the final disposition of the issues specified herein.

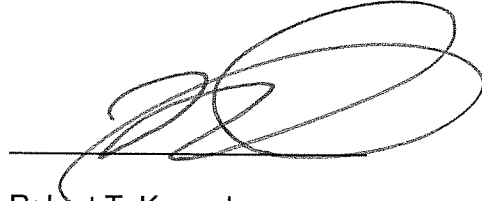
The Parties acknowledge that they may have different reasoning for the agreed upon Settlement and absent the Settlement, the Parties would have engaged in discovery and an evidentiary hearing on the matter would have been held before the Public Utilities

Commission. This Stipulation and Settlement Agreement does not reflect the concession of any single issue, but a negotiated global agreement.

Dated this 12th day of May 2021.

Amanda M. Reiss 5/13/2021

Amanda M. Reiss
Kristen E. Edwards
Staff Attorneys
SD Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501



Robert T. Konrad
Representing Fearless Grain Marketing, LLC
and Jeremey Frost
Konrad Law, Prof L.L.C.
1110 East Sioux Avenue
Pierre, SD 57501