

# Exhibit 5

STATE OF SOUTH DAKOTA )  
 : SS  
COUNTY OF KINGSBURY )

IN CIRCUIT COURT  
THIRD JUDICIAL CIRCUIT

Chad Murphy,  
Bratland Farms, Inc., Kurt Christensen, Brian Erickson,  
LeRoy Erickson, John Fuhr, Jeff Gruenhagen,  
Jerry Gruenhagen, J.G. Family Farms, L.L.C.,  
Jim Jensen, Paula Jensen, Mark Johnson,  
Jim Klein, David McDonald, Donna Ogren,  
Randy Ogren, Darrell Reuer, Lee Serfling,  
Dale Virchow, Frank Virchow, Warne Farms,  
Bennie Widman, Ed Wilkinson, Erin Wilkinson,  
William B. Haufschild Jr. Post # 263 The American Legion,  
and Devon Wolkow,  
Plaintiffs,

38 CIV. 17 - 000045

vs.

FIRST AMENDED COMPLAINT

H & I Grain of Hetland, Inc.,  
Duane Steffensen,  
JoAnn Steffensen,  
Jared Steffensen, and  
CHS Hedging, L.L.C.  
a Delaware L.L.C.,  
Defendants.

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Come now the above-named Plaintiffs, by and through their counsel of record,  
and for their causes of action against the above-named Defendants H & I Grain of  
Hetland, Inc., Duane Steffensen, JoAnn Steffensen, Jared Steffensen, and CHS Hedging,  
L.L.C., state and allege as follows:

1. Plaintiff Chad Murphy is a farmer who resides in Kingsbury County,  
South Dakota.

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2. Plaintiff Bratland Farms, Inc. is a South Dakota domestic corporation with its principal place of business in Clark County, South Dakota.

3. Plaintiff Kurt Christensen is a farmer who resides in Kingsbury County, South Dakota.

4. Plaintiff Brian Erickson is a farmer who resides in Kingsbury County, South Dakota.

5. Plaintiff LeRoy Erickson is a farmer who resides in Lake County, South Dakota.

6. Plaintiff John Fuhr is a farmer who resides in Brookings County, South Dakota.

7. Plaintiff Jeff Gruenhagen is a farmer who resides in Kingsbury County, South Dakota.

8. Plaintiff Jerry Gruenhagen is a farmer who resides in Kingsbury County, South Dakota.

9. Plaintiff J.G. Family Farms, L.L.C. is a South Dakota domestic limited liability company with its principal place of business in Kingsbury County, South Dakota.

10. Plaintiff Jim Jensen is a farmer who resides in Kingsbury County, South Dakota.

11. Plaintiff Paula Jensen is a farmer who resides in Kingsbury County, South Dakota.

12. Plaintiff Mark Johnson is a farmer who resides in Kingsbury County, South Dakota.
13. Plaintiff Jim Klein is a farmer who resides in Minnehaha County, South Dakota.
14. Plaintiff David McDonald is a farmer who resides in Beadle County, South Dakota.
15. Plaintiff Donna Ogren is a farmer who resides in Beadle County, South Dakota.
16. Plaintiff Randy Ogren is a farmer who resides in Beadle County, South Dakota.
17. Plaintiff Darrell Reuer is a farmer who resides in Beadle County, South Dakota.
18. Plaintiff Lee Serfling is a farmer who resides in Kingsbury County, South Dakota.
19. Plaintiff Dale Virchow is a farmer who resides in Kingsbury County, South Dakota.
20. Plaintiff Frank Virchow is a farmer who resides in Kingsbury County, South Dakota.
21. Plaintiff Rick Warne is a farmer who resides in Kingsbury County, South Dakota and does business under the name of Warne Farms.
22. Plaintiff Jim Pommer is a farmer who resides in Kingsbury County, South Dakota and does business under the name of Warne Farms.

23. Plaintiff Bennie Widman is a farmer who resides in Kingsbury County, South Dakota.

24. Plaintiff Ed Wilkinson is a farmer who resides in Kingsbury County, South Dakota.

25. Plaintiff Erin Wilkinson is a farmer who resides in Kingsbury County, South Dakota.

26. Plaintiff William B. Haufschild Jr. Post # 263 The American Legion is a domestic nonprofit corporation doing business in Kingsbury County, South Dakota.

27. Plaintiff Devon Wolkow is a farmer who resides in Kingsbury County, South Dakota.

28. Defendants, Duane Steffensen, JoAnn Steffensen, and Jared Steffensen, are residents of Kingsbury County, South Dakota.

29. H & I Grain of Hetland, Inc. is in the grain elevator business in Kingsbury County, South Dakota.

30. CHS Inc. is a large co-operative which operates 26 grain elevators within South Dakota, in addition to CHS Hedging, and is familiar with the grain business and elevator requirements in South Dakota.

31. CHS Hedging, LLC merged with Country Hedging Inc. and is the successor by merger of the two commodity hedging firms.

32. CHS Hedging, LLC is a Limited Liability Company organized in Delaware with its principal place of business in Grove Heights, Minnesota.

33. Duane Steffensen and JoAnn Steffensen are the sole owners of H & I Grain of Hetland, Inc., a South Dakota domestic corporation.

34. Jared Steffensen, at all relevant times, was the manager of H & I Grain with the authority to trade and hedge grain.

35. H & I Grain handled approximately 1 million bushels of corn in November 2011, valued at approximately \$3 Million.

36. In 2011, H & I Grain entered into contracts with CHS Hedging to hedge grain accounts.

37. Duane Steffensen and JoAnn Steffensen, as the only shareholders of H & I Grain, were required to issue personal guarantees.

38. On November 15, 2011, Duane Steffensen and JoAnn Steffensen signed guarantees on preprinted CHS Hedging forms.

39. On November 22, 2011, Phyllis Nystrom, CHS broker for H & I Grain at the time, called and informed Jared Steffensen that the H & I hedging account bearing account number 21910 was opened.

40. In 2012, Jared Steffensen placed trade orders via telephone to buy or sell orders of 10 to 20 contracts of corn or soybean futures to hedge against fluctuations in the market for grain H & I Grain was currently storing.

41. All telephonic orders to CHS Hedging were audio recorded.

42. In April 2012, H & I Grain General Manager Jared Steffensen requested and was granted a subaccount numbered 21911.

43. CHS Hedging was required by law and National Futures Association (“NFA”) rules to establish limits for H & I Grain’s accounts.
44. CHS Hedging determined upon contracting with H & I Grain in 2011, an initial risk-based limit of 10 contracts per order and no more than 25 per day.
45. By March 18, 2015, without any positive change in the economic status of H & I Grain, CHS Hedging, in violation of the law and NFA rules, increased the trade limit to 500 contracts per day and 50 contracts per order.
46. CHS Hedging knew that H & I Grain did not have sufficient capacity to hedge 2.5 million bushels per day.
47. Employees of CHS Hedging knew, or should have known, that Jared Steffensen, after June of 2014, was no longer hedging but was speculating with the account.
48. Jenna Roe, an employee of CHS Hedging who replaced Phyllis Nystrom as H & I Grain’s broker, received approximately \$800,000.00 in commissions in 2015 from the H & I Grain account.
49. During 2015, Jenna Roe knew that H & I Grain’s General Manager, Jared Steffensen, had begun speculating trades against the rules of CHS Hedging and NFA rules.
50. All limits on H & I Grain’s trading were eliminated after February 8, 2016.
51. On April 25, 2016, Jenna Roe misrepresented to Jared Steffensen that the limit for his account had been reset to 500.

52. Jared Steffensen asked that the limits be reduced to 100 contracts and Jenna Roe misrepresented to Jared Steffensen that she would do so.

53. Jenna Roe, and other unknown employees of CHS Hedging, aided and abetted Jared Steffensen in grain speculations far in excess of any business need of H & I Grain.

54. CHS Hedging knew that the original purpose of the H & I Grain accounts was to hedge the market risk of H & I Grain's grain farmer customers.

55. CHS Hedging, at the time of opening H & I Grain's customer accounts, received and knew of H & I's financial condition and that of the guarantors and owners of H & I Grain, Duane Steffensen and JoAnn Steffensen.

56. CHS Hedging knew that as of July 11, 2016, H & I Grain was insolvent.

57. CHS Hedging, as part of CHS Inc., knew that grain buyers must report, under SDCL § 49-45-25, their insolvency to the South Dakota Public Utilities Commission immediately.

58. Knowing H & I Grain was insolvent, neither H & I Grain nor CHS Hedging reported the insolvency to the Public Utilities Commission.

59. H & I Grain continued to lose hundreds of thousands of dollars on commodity speculations resulting in total losses of over Five Million Dollars.

60. On July 15, 2016, CHS Hedging terminated the account and claimed H & I Grain owed \$1,907,799.25 for speculative trading losses.

61. On September 14, 2016, CHS Hedging claimed that H & I Grain was unable to pay its debt in an amount of at least \$1,907,799.25.



62. On July 16, 2016 and thereafter, CHS Hedging knew that neither it nor H & I Grain had reported H & I Grain's insolvency, nor did H & I Grain notify any of the farmers it had conducted business with.

63. The Defendants had a duty to disclose H & I Grain's insolvency to farmers selling grain to H & I Grain.

64. H & I Grain, after July 16, 2016, continued to purchase grain on credit from farmers and continued to accept hedging and speculative grain contract orders from H & I Grain.

65. CHS Hedging knew on and after July 16, 2016, that Jared Steffensen and H & I Grain were fraudulently concealing the insolvency of H & I Grain from its customers.

66. Plaintiffs were unaware that H & I Grain was insolvent and relied upon the solvency of H & I Grain in marketing Plaintiffs' grain.

67. Plaintiffs did not know that CHS Hedging had sued H & I Grain for sums in excess of \$1.9 Million, caused by commodity speculation.

68. Plaintiff Chad Murphy delivered 704,872 bushels of number two yellow corn (#2 yellow) to H & I Grain during the period from October 20, 2016 to November 23, 2016, of which 249,900 bushels remain unpaid.

69. On June 16, 2017, Plaintiff Chad Murphy demanded payment by H & I Grain for 249,9000 bushels of corn and H & I Grain has refused to pay the sum as agreed.

70. H & I Grain also contracted with the Plaintiff Chad Murphy for trucking of grain and owes \$16,811.99 for such trucking, which sums are due and unpaid.

71. Plaintiff Bratland Farms, Inc. delivered 24,908.82 bushels of corn to H & I Grain during the period from June 12, 2017 to June 19, 2017, which remain unpaid.

72. On June 23, 2017, Plaintiff Bratland Farms, Inc. demanded payment by H & I Grain for 24,908.82 bushels of corn and H & I refused to pay the sum as agreed.

73. Plaintiff Kurt Christensen delivered 2,860.53 bushels of corn to H & I Grain during the period of fall 2016, which remain unpaid.

74. On July 6, 2017, Plaintiff Kurt Christensen demanded payment by H & I Grain for 2,860.53 bushels of corn and H & I refused to pay the sum as agreed.

75. Plaintiff Brian Erickson delivered 13,289.00 bushels of corn to H & I Grain during the period of fall 2016, which remain unpaid.

76. On July 10, 2017, Plaintiff Brian Erickson demanded payment by H & I Grain for 13,289.00 bushels of corn and H & I refused to pay the sum as agreed.

77. Plaintiff LeRoy Erickson delivered 13,289.00 bushels of corn to H & I Grain during the period of fall 2016, which remain unpaid.

78. On July 10, 2017, Plaintiff LeRoy Erickson demanded payment by H & I Grain for 13,289.00 bushels of corn and H & I refused to pay the sum as agreed.

79. Plaintiff John Fuhr delivered 183,226.68 bushels of corn to H & I Grain during the period from October 27, 2016 to November 15, 2016, which remain unpaid.

80. On July 10, 2017, Plaintiff John Fuhr demanded payment by H & I Grain for 183,226.68 bushels of corn and H & I refused to pay the sum as agreed.

81. Plaintiff Jeff Gruenhagen delivered 26,171.23 bushels of corn and 669.04 bushels of soybeans to H & I Grain during the period from December 28, 2016 to June 13, 2017, which remain unpaid.

82. On June 22, 2017, Plaintiff Jeff Gruenhagen demanded payment by H & I Grain for 26,171.23 bushels of corn and 669.04 bushels of soybeans and H & I refused to pay the sum as agreed.

83. Plaintiff Jerry Gruenhagen delivered 66,869.35 bushels of corn and 4,915.37 bushels of soybeans to H & I Grain during the period from December 28, 2016 to June 13, 2017, which remain unpaid.

84. On June 22, 2017, Plaintiff Jerry Gruenhagen demanded payment by H & I Grain for 66,869.35 bushels of corn and 4,915.37 bushels of soybeans and H & I refused to pay the sum as agreed.

85. Plaintiff J.G. Family Farms, LLC delivered 29,496.04 bushels of corn and 3,091.33 bushels of soybeans to H & I Grain during the period of fall 2016 to spring 2017, which remain unpaid.

86. Plaintiff J.G. Family Farms, L.L.C. demanded payment by H & I Grain for 29,496.04 bushels of corn and 3,091.33 bushels of soybeans and H & I refused to pay the sum as agreed.

87. Plaintiff Jim Jensen delivered 18,979.06 bushels of corn to H & I Grain during the period of spring 2016 to fall 2016, which remain unpaid.

88. Plaintiff Jim Jensen demanded payment by H & I Grain for 718,979.06 bushels of corn and H & I refused to pay the sum as agreed.

89. Plaintiff Paula Jensen delivered 42806.54 bushels of corn and 1,158.34 bushels of soybeans to H & I Grain during the period of spring 2016 to fall 2016, which remain unpaid.

90. Plaintiff Paula Jensen demanded payment by H & I Grain for 42806.54 bushels of corn and 1,158.34 bushels of soybeans and H & I refused to pay the sum as agreed.

91. Plaintiff Mark Johnson delivered 11,908.75 bushels of corn and 11,793.71 bushels of soybeans to H & I Grain during the fall 2016, which remain unpaid.

92. Plaintiff Mark Johnson demanded payment by H & I Grain for 11,908.75 bushels of corn and 11,793.71 bushels of soybeans and H & I refused to pay the sum as agreed.

93. Plaintiff Jim Klein delivered 87,972.48 bushels of corn to H & I Grain during the period from the fall 2016 to the spring 2017, which remain unpaid.

94. Plaintiff Jim Klein demanded payment by H & I Grain for 87,972.48 bushels of corn and H & I refused to pay the sum as agreed.

95. Plaintiff David McDonald delivered 53,973.70 bushels of corn and 8,503.66 bushels of soybeans to H & I Grain during the fall 2016, which remain unpaid.

96. On June 23, 2017, Plaintiff David McDonald demanded payment by H & I Grain for 53973.70 bushels of corn and 8,503.66 bushels of soybeans and H & I refused to pay the sum as agreed.

97. Plaintiff Donna Ogren delivered 3,899.81 bushels of soybeans to H & I Grain during the period of spring 2017, which remain unpaid.

98. On June 19, 2017, Plaintiff Donna Ogren demanded payment by H & I Grain for 3,899.81 bushels of soybeans and H & I refused to pay the sum as agreed.

99. Plaintiff Randy Ogren delivered 7,212.54 bushels of soybeans to H & I Grain during the period of spring 2017, which remain unpaid.

100. On July 6, 2017, Plaintiff Randy Ogren demanded payment by H & I Grain for 7,212.54 bushels of soybeans and H & I refused to pay the sum as agreed.

101. Plaintiff Darrell Reuer delivered 10,772.99 bushels of soybeans to H & I Grain during the period from October 9, 2016 to October 10, 2016, of which 10,000.00 bushels remain unpaid.

102. On July 5, 2017, Plaintiff Darrell Reuer demanded payment by H & I Grain for 10,000.00 bushels of soybeans and H & I refused to pay the sum as agreed.

103. Plaintiff Lee Serfling delivered 2,984.11 bushels of corn to H & I Grain during the period of fall 2016, which remain unpaid.

104. On June 27, 2017, Plaintiff Lee Serfling demanded payment by H & I Grain for 2,997.00 bushels of corn and H & I refused to pay the sum as agreed.

105. Plaintiff Dale Virchow delivered 35,271.81 bushels of corn and 10,018.99 bushels of soybeans to H & I Grain during the period from October 19, 2016 to November 5, 2016, which remain unpaid.

106. On June 19, 2017, Plaintiff Dale Virchow demanded payment by H & I Grain for 35,000.00 bushels of corn and 10,018 bushels of soybeans and H & I refused to pay the sum as agreed.

107. Plaintiff Frank Virchow delivered 70,805 bushels of corn to H & I Grain during the period from October 19, 2016 to November 5, 2016, which remain unpaid.

108. On June 19, 2017, Plaintiff Frank Virchow demanded payment by H & I Grain for 70,805.00 bushels of corn and H & I refused to pay the sum as agreed.

109. Plaintiff Warne Farms delivered 25,710.54 bushels of corn to H & I Grain during the period from October 19, 2016 to November 5, 2016, which remain unpaid.

110. On June 22, 2017, Plaintiff Warne Farms demanded payment by H & I Grain for 25,710.54 bushels of corn and H & I refused to pay the sum as agreed.

111. Plaintiff Bennie Widman delivered 3,640.72 bushels of corn to H & I Grain during the period of fall 2016, which remain unpaid.

112. Plaintiff Bennie Widman demanded payment by H & I Grain for 3,640.72 bushels of corn and H & I refused to pay the sum as agreed.

113. Plaintiff Ed Wilkinson delivered 26,819.35 bushels of corn to H & I Grain during the period from November 11, 2016 to November 14, 2016, which remain unpaid.

114. On June 27, 2017, Plaintiff Ed Wilkinson demanded payment by H & I Grain for 26,819.35 bushels of corn and H & I refused to pay the sum as agreed.

115. Plaintiff Erin Wilkinson delivered 14,480.00 bushels of corn to H & I Grain during the day of November 9, 2016 which remain unpaid.

116. On June 27, 2017, Plaintiff Erin Wilkinson, demanded payment by H & I Grain for 14,480.00 bushels of corn and H & I refused to pay the sum as agreed.

117. Plaintiff William B. Haufschild Jr. Post # 263 The American Legion delivered 8,496 bushels of corn to H & I Grain, which remain unpaid.

118. Plaintiff William B. Haufschild Jr. Post # 263 demanded payment by H & I Grain for 8,496 bushels of corn and H & I refused to pay the sum as agreed.

119. Plaintiff Devon Wolkow delivered 9,527.03 bushels of corn and 13,184.66 bushels of soybeans to H & I Grain during the period from March 8, 2017 to June 15, 2017, which remain unpaid.

120. On June 27, 2017, Plaintiff Devon Wolkow demanded payment by H & I Grain for 9,527.03 bushels of corn and 13,184.66 bushels of soybeans and H & I refused to pay the sum as agreed.

121. Plaintiffs relied on the silence of the Defendants that H & I Grain was in good standing with the Public Utilities Commission when Plaintiffs sold grain to H & I Grain in 2016 and 2017.

122. Plaintiffs have suffered a financial loss when all of the Defendants willfully neglected to inform the Public Utilities Commission and the grain selling public of the insolvent condition of H & I Grain, a Class Six Felony under SDCL § 49-45-25.

123. CHS Hedging employees knew of the insolvency and continued to accept hedging and speculative grain contract orders from H & I Grain.

124. All of the Defendants entered into a conspiracy to conceal the massive speculative losses of H & I Grain.

125. H & I Grain, on and after July 11, 2016, was in violation of SDCL § 49-45-25.

126. CHS Hedging was aware of the violation.

127. CHS Hedging employees, Duane Steffensen, JoAnn Steffensen, and Jared Steffensen committed misprision of a felony, in violation of SDCL § 22-11-12, when they failed to report H & I Grain's continued business operations after they had knowledge of H & I Grain's insolvency.

128. CHS Hedging knew H & I Grain was in a willful violation of SDCL § 49-45-25, that was resulting in financial loss and, therefore, CHS Hedging knew H & I Grain was committing a Class Six Felony.

129. Duane Steffensen and JoAnn Steffensen, as managers or owners of a grain buying operation, are responsible under SDCL § 49-25-27 and SDCL § 49-45-28 to report the financial condition of H & I Grain to the South Dakota Public Utilities Commission and the grain selling public.

130. The Defendants conspired to keep H & I Grain in business in order for H & I Grain to recoup its speculative losses.

131. CHS Hedging committed a continuing violation of SDCL §22-11-12, which constitutes a civil conspiracy as well as a crime.

132. The Defendants' conduct alleged above amounts to deceit as defined by SDCL §§ 20-10-1 and 20-10-2(s).

133. The Defendants' conduct alleged above amounts to civil conspiracy.

134. As a result of the Defendants' deceit and conspiracy, Plaintiff Chad Murphy has been damaged in a sum in excess of \$750,000.00 for unpaid grain and \$16,811.99 for trucking of grain.



135. As a result of the Defendants' deceit and conspiracy, Plaintiff Bratland Farms, Inc. has been damaged in a sum of in excess of \$80,953.67 for unpaid grain.

136. As a result of the Defendants' deceit and conspiracy, Plaintiff Kurt Christensen has been damaged in a sum of in excess of \$9,153.69 for unpaid grain.

137. As a result of the Defendants' deceit and conspiracy, Plaintiff Brian Erickson has been damaged in a sum of in excess of \$42,524.80 for unpaid grain.

138. As a result of the Defendants' deceit and conspiracy, Plaintiff LeRoy Erickson has been damaged in a sum of in excess of \$42,524.80 for unpaid grain.

139. As a result of the Defendants' deceit and conspiracy, Plaintiff John Fuhr has been damaged in a sum of in excess of \$586,325.38 for unpaid grain.

140. As a result of the Defendants' deceit and conspiracy, Plaintiff Jeff Gruenhagen has been damaged in a sum of in excess of \$89,434.78 for unpaid grain.

141. As a result of the Defendants' deceit and conspiracy, Plaintiff Jerry Gruenhagen has been damaged in a sum of in excess of \$244,227.85 for unpaid grain.

142. As a result of the Defendants' deceit and conspiracy, Plaintiff J.G. Family Farms, L.L.C. has been damaged in a sum of in excess of \$120,663.63 for unpaid grain.

143. As a result of the Defendants' deceit and conspiracy, Plaintiff Jim Jensen has been damaged in a sum of in excess of \$60,732.99 for unpaid grain.

144. As a result of the Defendants' deceit and conspiracy, Plaintiff Paula Jensen has been damaged in a sum of in excess of \$146,826.81 for unpaid grain.

145. As a result of the Defendants' deceit and conspiracy, Plaintiff Mark Johnson has been damaged in a sum of in excess of \$127,636.66 for unpaid grain.

146. As a result of the Defendants' deceit and conspiracy, Plaintiff Jim Klein has been damaged in a sum of in excess of \$308,902.06 for unpaid grain.

147. As a result of the Defendants' deceit and conspiracy, Plaintiff David McDonald has been damaged in a sum of in excess of \$244,996.95 for unpaid grain.

148. As a result of the Defendants' deceit and conspiracy, Plaintiff, Donna Ogren has been damaged in a sum of in excess of \$33,148.38 for unpaid grain.

149. As a result of the Defendants' deceit and conspiracy, Plaintiff Randy Ogren has been damaged in a sum of in excess of \$64,047.35 for unpaid grain.

150. As a result of the Defendants' deceit and conspiracy, Plaintiff Darrell Reuer has been damaged in a sum of in excess of \$85,000.00 for unpaid grain.

151. As a result of the Defendants' deceit and conspiracy, Plaintiff Lee Serfling has been damaged in a sum of in excess of \$9,640.21 for unpaid grain.

152. As a result of the Defendants' deceit and conspiracy, Plaintiff Dale Virchow has been damaged in a sum of in excess of \$222,839.71 for unpaid grain.

153. As a result of the Defendants' deceit and conspiracy, Plaintiff Frank Virchow has been damaged in a sum of in excess of \$226,576.00 for unpaid grain.

154. As a result of the Defendants' deceit and conspiracy, Plaintiff Warne Farms has been damaged in a sum of in excess of \$82,273.73 for unpaid grain.

155. As a result of the Defendants' deceit and conspiracy, Plaintiff Bennie Widman has been damaged in a sum of in excess of \$11,650.30 for unpaid grain.

156. As a result of the Defendants' deceit and conspiracy, Plaintiff Ed Wilkinson has been damaged in a sum of in excess of \$87,431.08 for unpaid grain.

157. As a result of the Defendants' deceit and conspiracy, Plaintiff Erin Wilkinson has been damaged in a sum of in excess of \$46,336.00 for unpaid grain.

158. As a result of the Defendants' deceit and conspiracy, Plaintiff William B. Haufschild Jr. Post # 263 has been damaged in a sum of in excess of \$29,573.00 for unpaid grain.

159. As a result of the Defendants' deceit and conspiracy, Plaintiff Devon Wolkow has been damaged in a sum of in excess of \$136,259.01 for unpaid grain.

160. The conspiracy of the Defendants is the direct cause of Plaintiffs' losses.

161. The Defendants' conduct exhibits a criminal indifference to its civil obligations warranting punitive damages.

WHEREFORE Plaintiffs pray for a judgment against Defendants H & I Grain of Hetland, Inc., Duane Steffensen, JoAnn Steffensen, Jared Steffensen, and CHS Hedging, L.L.C., jointly and severally, for compensatory and punitive damages to be determined by a jury, costs and disbursements, and such other and further relief as the Court deems just and equitable.

Dated this 11th day of August, 2017.

WILKINSON & WILKINSON



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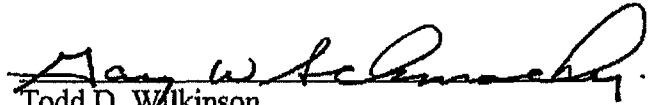
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**DEMAND FOR JURY TRIAL**

The Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated this 11th day of August, 2017.

WILKINSON & WILKINSON



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