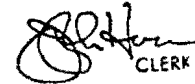


**FILED**

**JUN 13 2012**

  
CLERK

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH DAKOTA  
CENTRAL DIVISION

Plains Commerce Bank, Jerome Hageman, and  
Randy Robinson,

Plaintiffs,

v.

Long Family Land and Cattle Co. Inc., Ronnie  
Long, Lila Long, and Cheyenne River Sioux  
Tribal Court,

Defendants.

Court File No. 12-3021

**VERIFIED COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiffs Plains Commerce Bank (the "Bank"), Jerome Hageman ("Hageman"), and Randy Robinson ("Robinson") (collectively, "Plaintiffs"), for their Complaint against Defendants Long Family Land and Cattle Co. Inc. (the "Long Company"), Ronnie Long and Lila Long (the "Longs"), and the Cheyenne River Sioux Tribal Court (the "Tribal Court") (collectively "Defendants"), state and allege as follows:

**THE PARTIES**

1. Plaintiff Plains Commerce Bank, formerly known as Bank of Hoven, is a South Dakota banking corporation with its principal place of business located in Potter County, South Dakota (the "Bank"). The Bank is a principal on an Appeal Bond executed on March 19, 2003, in connection with the Bank's appeal from the Cheyenne River Sioux Tribal Court in *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. R-120-99.

2. Plaintiff Jerome Hageman is a citizen of the State of South Dakota and is a joint and several surety on an Appeal Bond executed on March 19, 2003, in connection with the

Bank's appeal from the Cheyenne River Sioux Tribal Court in *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. R-120-99.

3. Plaintiff Randy Robinson is a citizen of the State of South Dakota and is a joint and several surety on an Appeal Bond executed on March 19, 2003, in connection with the Bank's appeal from the Cheyenne River Sioux Tribal Court in *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. R-120-99.

4. Upon information and belief, Defendant Long Family Land and Cattle Co. Inc., is a South Dakota corporation with its principal place of business in Dewey County, South Dakota, located on the Cheyenne River Sioux Indian Reservation (the "Long Company").

5. Upon information and belief, Defendants Ronnie Long and Lila Long are members of the Cheyenne River Sioux Tribe, and residents of the Cheyenne River Sioux Indian Reservation.

6. Upon information and belief, Defendant Cheyenne River Sioux Tribal Court is the tribunal organized to perform judicial functions on the Cheyenne River Sioux Reservation and is the venue in which *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. 12C087, was initiated on or about May 30, 2012, and currently is pending.

#### **JURISDICTION AND VENUE**

7. This Court has federal-question jurisdiction over the subject of this action pursuant to 28 U.S.C. § 1331.

8. Venue in this district is proper under 28 U.S.C. § 1391(b).

#### **FACTUAL ALLEGATIONS**

9. The Bank has been a lender to the Long Family Land and Cattle Company, a family-owned company currently operated by Ronnie and Lila Long, since approximately 1987.

The Long Company conducts ranching and farming operations on non-Indian owned land within the boundaries of the Cheyenne River Sioux Reservation.

10. The Bank entered into two contracts with the Long Company in 1996 – a loan agreement and a lease with an option to purchase. Both agreements related to 2,230 acres of farm pasture real estate owned by the Bank within the boundaries of the reservation. The Long Company failed to exercise its option to purchase this land, and its option expired in 1998. The Bank then sold two parcels of that 2,230 acres to third parties. But because the Long Company continued in possession of the land after its lease expired, the Bank commenced eviction proceedings against the Long Company in 1999.

11. In response, the Long Company and the Longs filed an action in 1999 against the Bank in Tribal Court claiming bad faith, breach of contract, and discrimination. The Bank objected to tribal court jurisdiction, but the Tribal Court held that it had jurisdiction to hear the case. A jury trial was held in tribal court in 2002 and the jury returned a general verdict against the Bank in the amount of \$875,922.46 (\$750,000 plus prejudgment interest), finding the Bank liable for breach of contract, bad faith, and discrimination.

12. The Bank perfected an appeal of the discrimination claim to the Tribal Court of Appeals. To facilitate the appeal, the Bank filed an Appeal Bond in 2003 pursuant to Rule 37(e) of the Law and Order Code of the Cheyenne River Sioux Tribe that promised to pay “the Judgment appealed from once all remedies have been exhausted.” The Tribal Court of Appeals affirmed the Tribal Court’s jurisdiction over the discrimination claim in 2004.

13. The Bank then commenced a declaratory-judgment action in federal court in 2005 to challenge the Tribal Court’s assertion of jurisdiction. The District Court held in 2006 that the

Tribal Court had jurisdiction over the discrimination claim. The Bank then appealed to the 8<sup>th</sup> Circuit Court of Appeals. The Circuit Court affirmed the District Court in 2007.

14. The Bank petitioned the Supreme Court of the United States for certiorari. The Court granted the petition, and after briefing on the merits, issued a decision in 2008 reversing the Circuit Court and District Court.

15. The Supreme Court explained that “[i]f the tribal court is found to lack such jurisdiction [over nonmembers], any judgment as to the nonmember is necessarily null and void.” The Court noted that the Longs did not contest this “settled principle.” *See Plains Commerce Bank v. Long Family Land and Cattle Company*, 554 U.S. 316, 324 (2008).

16. The Supreme Court held that the Tribal Court lacked jurisdiction over the discrimination claim against the Bank and that “the jury could have based its damages award, in whole or in part, on the finding of discrimination.”

17. On May 30, 2012, the Longs and the Long Company filed a new claim in Tribal Court against the Plaintiffs seeking to recover under the 2003 tribal court Appeal Bond. Service on the Plaintiffs was effected by mail on or about May 30, 2012. This purportedly set in motion an obligation to answer the summons and complaint in Tribal Court within 20 days or risk judgment by default. A true and correct copy of the Longs’ and Long Company’s complaint is attached hereto as Exhibit A.

18. The Longs’ and the Long Company’s wrongful attempt to again bring the Bank, and now the sureties on the Appeal Bond, into the Cheyenne River Sioux Tribal Court notwithstanding the Supreme Court’s determination that the Tribal Court judgment based on a general verdict including the discrimination claim was null and void is motivated by a desire to

harass Plaintiffs and is conducted in bad faith. The action also is patently violative of express jurisdictional prohibitions.

19. Plaintiffs will be immediately and irreparably harmed if forced to participate in a new Tribal Court action commenced four years after the Supreme Court determined that the judgment based on a general verdict on which the Longs and Long Company rely was invalidated by the Tribal Court's lack of jurisdiction over the discrimination claim.

**COUNT I**  
**DECLARATORY RELIEF**

20. Plaintiffs incorporate by reference and reallege each of the above paragraphs as if fully stated herein.

21. Where the Tribal Court lacks jurisdiction over nonmembers, any judgment as to the nonmember is "necessarily null and void."

22. The Supreme Court held that the Cheyenne River Sioux Tribal Court lacked jurisdiction over the Longs' discrimination claim against the Bank and that "the jury could have based its damages award, in whole or in part, on the finding of discrimination."

23. The Longs and Long Company now attempt to execute on an Appeal Bond that secures a judgment based on a general verdict invalidated by the United States Supreme Court by way of a new action commenced in the Cheyenne River Sioux Tribal Court.

24. The Cheyenne River Sioux Tribal Court lacks jurisdiction to adjudicate the Longs' claims in their new Complaint.

25. Plaintiffs are entitled to a declaration that the Cheyenne River Sioux Tribal Court lacks jurisdiction over *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. 12C087.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request the Court issue an Order in its favor and against Defendants as follows:

1. Declaring that the Cheyenne River Sioux Tribal Court lacks jurisdiction over *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. 12C087;
2. Granting preliminary and permanent injunctive relief precluding further proceedings in *Long Family Land and Cattle Company, Inc., et al. v. Plains Commerce Bank, et al.*, Case No. 12C087, venued in Cheyenne River Sioux Tribal Court;
3. Granting Plaintiffs the reasonable attorneys fees, costs and disbursements incurred in this action;
4. Granting such further relief as the Court finds Plaintiffs are entitled to as a matter of law or equity.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs respectfully request a jury trial on all issues and claims so triable.

DATED: June 13, 2012

**LINDQUIST & VENNUM PLLP**

By 

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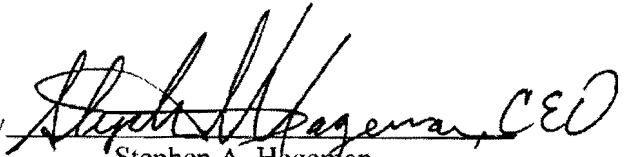
**ATTORNEYS FOR PLAINTIFFS**

**VERIFICATION**


STATE OF SOUTH DAKOTA     )  
  ) ss.  
COUNTY OF HUGHES         )

Stephen A. Hageman, being duly sworn, under penalty of perjury deposes and says that he is the Chief Executive Officer of Plaintiff Plains Commerce Bank in the above action; that he has read the foregoing complaint and knows the contents thereof and that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes them to be true.

**PLAINS COMMERCE BANK**

By  CEO  
Stephen A. Hageman

Signed and sworn to before me  
this 13<sup>th</sup> day of June, 2012.

  
Notary Public         6-29-2012

