



*Gaa Ching Ziibi Daawaa Anishinaabek*

**Little River Band of Ottawa Indians**

375 River Street  
Manistee, MI 49660

**Office of Tribal Council**

**Office of Tribal Ogema**

Phone # (231) 723-8288

Fax # (231) 398-0674

Attorney Registration & Disciplinary Commission  
of the Supreme Court of Illinois  
One Prudential Plaza  
130 East Randolph Drive, Suite 1500  
Chicago, IL 60601-6219

**RECEIVED**

FEB 03 2010

ATTY. REG. & DISC. COMM.  
CHICAGO

February 2, 2010

*Re: Request for Investigation of Attorney Joseph H. Martin*

To the Attorney Registration & Disciplinary Commission:

The Little River Band of Ottawa Indians (the "Tribe") is a federally-recognized Indian Tribe located in the northwestern Lower Peninsula of the State of Michigan. We are a sovereign entity and enjoy government-to-government relations with the United States and with state governments. We are writing to request an investigation into the conduct of our former attorney, Joseph Henry Martin. Mr. Martin is licensed to practice as an attorney in the State of Illinois.<sup>1</sup>

**Introduction**

Mr. Martin was discharged as the Tribe's attorney in October of 2009 for failing (over a period of two years) to obtain a license to practice as an attorney in the State of Michigan. The Tribe's insistence that Mr. Martin be licensed in Michigan was consistent with the express terms of his employment contract and with prohibitions on the unauthorized practice of law imposed by Michigan law, the Illinois Rules of Professional Conduct and the Tribe's Code of Ethics for Tribal Lawyers.

As set forth in more detail below, Mr. Martin's response to his discharge has involved a campaign of resistance involving numerous instances of highly improper attorney conduct, culminating in a letter sent recently by Mr. Martin to the Tribe in which he threatened to publicly disclose "EVERYTHING I learned and/or advised the Tribe during my tenure [as the Tribe's attorney]" unless the Tribe pays him \$225,000.

The Tribe makes this request for an investigation with deep regret and with a sincere appreciation of the serious implications that such an investigation carries for the attorney involved, for the State Bar of Illinois, and for the limited resources of this Commission.

<sup>1</sup> Mr. Martin's contact data is 362 First Street, Manistee, Michigan, 49660; (989) 600-5607.

### Facts Supporting Request for Investigation

The factual background supporting this request for an investigation is as follows:<sup>2</sup>

1. Mr. Martin's Failure to Obtain a Michigan Law License

- The Tribe hired Mr. Martin to serve as the Chief Legislative Counsel to its Tribal Council on September 10, 2007. The Tribal Council is the Tribe's governing legislative body.
- Mr. Martin's employment contract provided that "[t]he Attorney's client is the Tribe and he shall at all times and on all matters act in the interests of the Tribe." See Attachment 1 (September 10, 2007, Contract at ¶ 3).
- The Attorney Standing provision of Mr. Martin's contract required that he obtain his license to practice as an attorney in the State of Michigan within six months of the date of the contract (*i.e.*, by March 10, 2008) and that he maintain his good standing with the State Bar of Illinois at all times. See *id.* at ¶ 7.
- In March of 2008, the Tribe learned that Mr. Martin had not obtained a Michigan law license as required by his contract and that his Illinois license had lapsed, and that as a result Mr. Martin had been barred from practicing before our Tribal Courts. See Attachment 2 (March 17, 2008, Tribal Court letter).
- On April 14, 2008, the Tribal Ogema notified Mr. Martin of his intention to terminate Mr. Martin's employment contract. The notice of termination cited Mr. Martin's breach of the Attorney Standing provision of his contract as the reason for his termination. See Attachment 3 (April 14, 2008, Notice of Termination).<sup>3</sup>
- On May 23, 2008, while still serving as the Tribe's attorney, Mr. Martin filed, *pro se*, a breach of contract lawsuit against the Tribe in Tribal Court, naming the Tribal Ogema, who is the Chief Executive of the Tribe and who had signed the April 14, 2008, notice of termination, as defendant. The suit was premised on alleged procedural defects in the notice of termination. *Martin v. Tribal Ogema*, Tribal Court, Case No. 08-132-GC (filed May 23, 2008).
- Mr. Martin did not formally notify the Tribe of his intent to file the law suit, or seek the Tribe's consent to the suit, or consult with the Tribe regarding the implications of the suit for

<sup>2</sup> In the interest of conciseness, the Tribe has attached select key documents with this request. Additional documentation of matters asserted herein will be provided upon request.

<sup>3</sup> The April 14, 2008, notice of termination did not effectuate Mr. Martin's discharge. He remained employed as the Tribe's attorney pending the Tribal Court's determination of the Ogema's constitutional authority to discharge him, which was later upheld.



the attorney-client relationship. Nor did he seek to withdraw from the attorney-client relationship before filing the suit. It is the Tribe's view that when Mr. Martin filed suit in such a manner, he violated his fiduciary obligations to the Tribe and violated the Illinois Rules of Professional Conduct ("IRPC"). The suit was clearly directly adverse to the Tribe's interests, and Mr. Martin's continuing representation of the Tribe as its attorney was clearly materially limited by his own interests as a result of the suit. Mr. Martin also placed himself in a position where he could testify against the Tribe in a court proceeding.

- On February 16, 2009, Mr. Martin moved to amend his May 23, 2008, Complaint to add the Tribal Council as a named defendant in the suit, with additional allegations directed at the Council.
- By April of 2009, the Tribe had reconsidered its intentions to discharge Mr. Martin as its attorney. The Tribe had learned that Mr. Martin had been restored to good standing with the State Bar of Illinois and that he may not have been at fault for the lapse of his Illinois license.<sup>4</sup> Mr. Martin and the Tribe thereafter stipulated to dismissal of Mr. Martin's May 23, 2008, law suit. However, the Tribe informed Mr. Martin that his continued employment as the Tribe's attorney was subject to the requirement that he obtain his Michigan law license. *See Attachment 4 (April 6, 2009, Letter from Tribal Ogema).*
- To practice before our Tribal Courts, an attorney must have a valid law license from any state. However, it is essential that all of the Tribe's attorneys be licensed to practice law specifically in the State of Michigan. The reason is that Tribal attorneys sometimes are required to practice in Michigan state courts and to legally represent the Tribe in other settings in the State of Michigan beyond our own courts and our jurisdiction. Mr. Martin had been required to perform such duties on numerous occasions, including representing the Tribe's interests in ongoing litigation with the State of Michigan, appearing in other tribal courts, and even appearing as the Tribe's attorney in meetings with the Governor of Michigan and other state officials.
- Mr. Martin's lack of a Michigan law license was brought to his attention by Tribal officials on numerous occasions. His typical response was to provide assurances that he was working on obtaining his license and that, in any event, it was not a compelling issue because he was licensed in Illinois and was employed by an Indian tribe and therefore was not actually required to be licensed in Michigan to practice law within the State.
- However, under Michigan law, "[a] person shall not practice law or . . . in any manner whatsoever lead others to believe that he or she is authorized to practice law . . . and shall not

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<sup>4</sup> Shortly after the Tribe learned that Mr. Martin's Illinois license had lapsed, an individual member of the Tribal Council submitted to this Commission a request for an investigation of the matter. The Tribal Council did not authorize that request and also did not view the facts surrounding the lapse of Mr. Martin's Illinois license as justifying an ethics investigation. The Council accordingly requested that the Commission not pursue the investigation.



in any manner whatsoever represent or designate himself or herself as an attorney . . . unless the person is regularly licensed and authorized to practice law *in this state*.” Michigan Compiled Laws § 600.916 (emphasis added).

- And under the IRPC, “[a] lawyer shall not: (a) practice law in a jurisdiction where doing so violates the regulation of the legal profession *in that jurisdiction*[.]” IRPC 5.5 (Unauthorized Practice of Law) (emphasis added). See also Attachment 5 (Code of Ethics for Tribal Lawyers at § 2.308(E)(1)(same)).<sup>5</sup>

2. Mr. Martin’s Subsequent Lawsuits and Discharge by the Tribe

- By the summer of 2009, Mr. Martin had still not obtained his license to practice as an attorney in Michigan and the Tribe resumed its consideration of discharging him for his failure to obtain a Michigan license.
- On August 17, 2009, after Mr. Martin became aware of that resumed consideration, he filed a new lawsuit against the Tribe (still his client), reiterating the claims set forth in his prior suit and proposed amended complaint mentioned above. Mr. Martin was represented by counsel. *Martin v. Little River Band*, Tribal Court, Case No. 09-169-GC (filed August 17, 2009) (“Contract Claim”).
- Mr. Martin did not formally notify the Tribe of his intent to file the new law suit even though Mr. Martin implicated by name the Tribe’s two senior remaining attorneys in his allegations, effectively disqualifying them from litigating the matter for the Tribe (based on their status as potential fact witnesses) and necessitating the expedited retention of outside counsel. Mr. Martin also did not seek the Tribe’s consent to the suit, or consult with the Tribe regarding the implications of the suit for the attorney-client relationship. Nor did he seek to withdraw from the attorney-client relationship before filing the suit.
- It is the Tribe’s view that when Mr. Martin filed suit in such a manner, he violated his fiduciary obligations to the Tribe and violated the IRPC. The suit was clearly directly adverse to the Tribe’s interests, and his continuing representation of the Tribe as its attorney was clearly materially limited by his own interests as a result of the suit. Mr. Martin also placed himself in a position where he could testify against the Tribe in a court proceeding.

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<sup>5</sup> Citations to the Illinois Rules of Professional Conduct are directed to the version of the rules in effect during the events described. The Tribe also cites to the Tribe’s Code of Ethics for Tribal Lawyers (“CETL”). The CETL is modeled after the Michigan Rules of Professional Conduct and as such, closely parallels the Illinois rules. The CETL, § 2.301, states that “[i]t is recognized that attorneys who are admitted to practice before the [Tribal] Court are also members of the State Bar of Michigan or some other State and are therefore subject to discipline under the appropriate State ethical rules. This Code is not intended to preempt or supersede any State authority to discipline attorneys for any conduct prohibited by this Code.”



connected to an entity has stated that I may even get remuneration to continue the fight should I run short of funds. (If you're wondering how this can be accomplished legally and above board, so was I; but then I just figured that they could draft a contract for unnamed services commencing in September of 2011, and pay the money upon execution of the contract.)

*Id.* at 6.

- In the Tribe's view, these are clearly the statements of an attorney who has lost his bearings with respect to the ethical imperatives that govern his professional conduct. Mr. Martin is brandishing his willingness to disclose confidences and carry on a federal law suit against his former client, regardless of its merits, as a paid shill for his former client's political and economic adversaries.
- In addition to making clear that Mr. Martin's motives go far beyond the vindication of his legal rights to include harassment and malicious injury to the Tribe's interests, the quoted statements (and others in the letter) appear to violate IRPC 8.4(a)(6). That rule provides that a lawyer "shall not . . . state or imply an ability to influence improperly any tribunal, legislative body, government agency or official[.]" Mr. Martin clearly implied an ability to improperly influence a federal tribunal as well as state and federal government officials by disclosing client confidences. *See also* Attachment 12 (December 11, 2009, Demand Letter) at 4 (referring to Assistant United States Attorney Jeff Davis, United States Attorney General Eric Holder and "my other close friends in the federal government to whom the Tribe will go to request a land-into-trust transfer"). *See also id.* at 7 ("I will get affidavits from the [Obama] Administration officials; naturally, they will want to see the lawsuits.").
- The Tribe does not view Mr. Martin's references to his close relationships with officials in the federal government as pure bluster. Mr. Martin frequently met with federal officials in Washington D.C. on behalf of the Tribe regarding Tribal land issues (to which he makes reference) and other important Tribal matters for which the cooperation of federal officials is vital to the Tribe's interests. It was an important part of Mr. Martin's duties as the Tribe's Chief Legislative Counsel to cultivate such relationships for the benefit of the Tribe. Mr. Martin has clearly threatened to harm the Tribe's vital interests by exploiting relationships he established, and information that he gleaned, as the Tribe's attorney.
- Nor does the Tribe view Mr. Martin's threats to disclose the Tribe's confidences as empty threats. Mr. Martin admits that he has already violated IRPC 1.6(a) and 1.9(a)(2) by disclosing the Tribe's confidential information to "several entities whose interests don't exactly jibe with the . . . Tribe's interests in Muskegon," *id.* at 6, and to John Wernet, who is the Deputy Legal Counsel to the Governor of Michigan. *Id.* at 4. The Tribe has confirmed that Mr. Martin did personally visit Mr. Wernet on November 12, 2009 (as he states), and that he did disclose confidential information and discuss matters related to his representation of the Tribe in an attempt to persuade Mr. Wernet to withhold his support of the Tribe's economic development plans.



- On October 16, 2009, the Tribe discharged Mr. Martin as its attorney, citing his persistent failure to obtain his Michigan license and also citing the fact that Mr. Martin had breached his contract (§ 2.3) by performing work for a client other than the Tribe. *See* Attachment 6 (October 16, 2009, Letter of Termination).
- On November 3, 2009, Mr. Martin filed another suit, *pro se*, against the Tribe in Tribal Court, this one under the Indian Civil Rights Act ("ICRA") alleging violations of his due process and equal protection rights stemming from a Tribal Court decision determining the scope of the Tribe's constitutional authority to terminate Mr. Martin's contract. *Martin v. Little River Band*, Tribal Court, Case No. 09-248-GC (filed November 3, 2009) ("ICRA Claim"). *See* IRPC 1.9.
- Three days later, on November 6, 2009, Mr. Martin filed another lawsuit, represented by counsel, against the Tribe, this time alleging that the Tribe violated its Whistleblower Protection Act by discharging him after his August 17, 2009 lawsuit. *Martin v. Little River Band*, Tribal Court, Case No. 09-244-GC (filed November 6, 2009) ("WPA Claim"). *See* IRPC 1.9.
- All three of Mr. Martin's aforementioned claims – the Contract, WPA and ICRA claims – are subject to motions to dismiss filed by the Tribe. The Tribal Courts have been delayed in adjudicating the claims because Mr. Martin moved to disqualify both judges on various grounds and has filed *pro se* law suits against both judges as well. Mr. Martin's attorney in the Contract and WPA actions recently moved to withdraw as counsel for Mr. Martin in both cases.<sup>6</sup>

3. Mr. Martin's Disruptive and Menacing Conduct in Response to his Discharge

- In the course of his litigation against the Tribe in response to his discharge, Mr. Martin has been belligerent and menacing toward Tribal personnel, the Tribe's attorneys and even the Tribal judges presiding over his cases. As just one example, Mr. Martin was cited for contempt of court "for his unprofessional and irrational behavior in the courtroom" at a hearing on the ICRA claim. *See* Attachment 7 (December 7, 2009, Contempt Order). Mr. Martin disrupted that hearing with interruptions, outbursts and angry demands that the judge disqualify himself. *See* Attachment 8 (December 7, 2009, Hearing Transcript). He

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<sup>6</sup> The several suits that Mr. Martin has filed challenging his discharge contain numerous legal assertions that evince either a lack of basic professional competence or an intention to harass the Tribe with frivolous and vexatious litigation. Mr. Martin's complaints have also contained gratuitous disclosures of the Tribe's secrets and privileged information unrelated to any claim in the suits. They have contained numerous knowingly false statements and patent misrepresentations of evidence to the Tribal Court. Mr. Martin has also attached documents to his complaints that could only have been obtained in violation of Tribal law. The Tribe will amply document these assertions upon request, but has chosen here to focus this request for an investigation on certain key instances of unethical conduct by Mr. Martin.



threatened to initiate disciplinary proceedings against opposing counsel with the State Bar of Michigan (discussed below). He openly taunted the judge ("What are you going to do hold me in contempt?"), *id.* at line 74, and refused to be seated upon the judge's request ("No I am not having any seat."), *id.* at lines 61-62. The judge summoned the police, *id.* at line 71, as Mr. Martin stormed out of the courtroom threatening to sue the judge in federal court and stating to the judge that "I would get yourself a good attorney." *Id.* at lines 78-79.<sup>7</sup>

- Mr. Martin has also confronted Tribal government personnel on the street, angrily warning of his intent to influence state and federal government officials to oppose important economic development plans of the Tribe. He has also appeared at Tribal government offices and glared at employees through the window. The Tribe has authorized police presence at all government buildings to ensure the security of Tribal employees. Kanji & Katzen, PLLC, the law firm that is handling Mr. Martin's Contract, ICRA and WPA claims for the Tribe, has provided a photograph of Mr. Martin to its receptionist with instructions to dial 911 should he pay a visit.
- Mr. Martin's conduct has been sufficiently intimidating and disruptive that on December 16, 2009, the Tribe issued an order barring him from being present on Tribal properties except for limited purposes and with advance notification and approval. *See* Attachment 9 (December 16, 2009, Order Barring Joseph Martin from Tribal Lands). To date, Mr. Martin has violated that order twice by showing up unannounced at the Tribal Court building. *See* Attachment 10 (January 18, 2010, Letter from Tribal Ogema).

4. Mr. Martin's Threat to Initiate Disciplinary Proceedings Against the Tribe's Outside Counsel

- On December 4, 2009, Mr. Martin telephoned David Giampetroni, the counsel of record (from the aforementioned law firm) on behalf of the Tribe in the three cases. With what Mr. Giampetroni interpreted as an irrational level of personal hostility, Mr. Martin angrily accused Mr. Giampetroni of having an impermissible conflict of interest in the three cases based on the presence of the Ogema and the Tribal Council as named defendants. Mr. Martin then issued the following threat to Mr. Giampetroni: If Mr. Giampetroni did not file a motion with the Tribal Courts withdrawing as counsel for the Tribe in all three of the cases within five days, Mr. Martin would initiate a disciplinary proceeding against Mr. Giampetroni with the State Bar of Michigan based on the purported conflict of interest. *See* Attachment 11 (Affidavit of David Giampetroni with attached December 8, 2009, Letter to Dennis Swain).

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<sup>7</sup> On January 12, 2010, Mr. Martin filed a fifth law suit, this one against that judge, alleging in part that because the Judge's contempt citation, issued the day of the hearing, did not contain a ruling on Mr. Martin's oral (*i.e.*, shouted) motion to disqualify the judge from the ICRA suit, it somehow violated Mr. Martin's rights to equal protection and due process. Hand in hand with that new suit, Mr. Martin filed a written motion to disqualify the Judge from the ICRA suit based on the Judge's status as a defendant in the new suit.



- Under IRPC 1.2(e), “[a] lawyer shall not . . . threaten to present . . . professional disciplinary actions to obtain an advantage in a civil matter.” Mr. Martin’s threat to initiate a disciplinary action against Mr. Giampetroni unless he withdrew from representing the Tribe in pending civil litigation would appear to have been squarely in violation of this rule.
- Mr. Martin reiterated his threat to Mr. Giampetroni on record in open court at the aforementioned December 7, 2009, hearing on the ICRA claim, stating: “[B]y the way Mr. Giampetroni, you should have taken my offer on Friday to withdraw on all of these cases – that letter is going to the Michigan Bar on Wednesday.” *See* Attachment 8 (December 7, 2009, Hearing Transcript) at lines 45-47. This in-court threat would appear additionally to have violated IRPC 3.3(a)(7) which provides that a lawyer shall not violate the IRPC (*i.e.*, Rule 1.2(e)) when appearing before a tribunal.

5. Mr. Martin’s Attempt at Extortion and Threat to Disclose Confidential Information

- On December 11, 2009, the Tribe received an extremely unsettling letter from Mr. Martin, which he styled as a “Demand Letter.” In that letter, Mr. Martin informed the Tribe of his intent to combine all three of his pending cases against the Tribe – the Contract, WPA and ICRA claims – into one federal lawsuit in the United States District Court for the Western District of Michigan. *See* Attachment 12 (December 11, 2009, Demand Letter). In the course of the letter, Mr. Martin issued threats and made statements as follows:
- Mr. Martin threatened to publicly disclose via the federal lawsuit and other channels “EVERYTHING I learned and/or advised the Tribe during my tenure [as the Tribe’s attorney],” including legal advice, and proprietary, confidential and privileged information. *See id.* at 3. He opined that “all of that information . . . can be shared with anybody at my discretion, including federal and state authorities, those opposing the Tribe’s efforts in any venture, etc.” *Id.* at 4.
- As the legal justification for his threat, Mr. Martin stated that “in a breach of contract lawsuit between attorney and client, any and all claims of privilege and confidentiality are deemed waived.” *Id.* at 3.
- As the condition for not carrying out his threat, Mr. Martin stated that “in return for voluntarily dropping all lawsuits [against the Tribe] and a confidentiality agreement covering all knowledge, confidential or not, gained during the employment with the Tribe, the Tribe will agree to pay me the sum of \$225,000[.]” *Id.* at 6.
- A fair reading of Mr. Martin’s December 11, 2009, letter in full reveals it to be, on a number of levels, a breathtakingly improper communication for an attorney to make to a former client.<sup>8</sup>

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<sup>8</sup> In the Tribe’s opinion, Mr. Martin’s letter, which he sent by certified U.S. Mail, also raises serious questions under 18 U.S.C. § 876 (Mailing threatening communications) (“Whoever, with



- At a minimum, it appears to the Tribe that Mr. Martin's December 11, 2009, letter constituted a gross breach of his ethical obligations to the Tribe under the IRPC.
- The Hearing Board of this Commission has adjudicated a similar matter involving an attorney who wrote an email demanding money from his former client (who had discharged him) and threatening to reveal confidential information in a court proceeding if the money was not paid. As the Hearing Board stated in that matter:

By threatening to disclose confidential information communicated to him by his client, unless the client acceded to the Respondent's wishes (i.e. pay the amount of the disputed attorney fees), the Respondent clearly breached the fiduciary duty he owed to [the former client].

Based upon the same conduct . . . we also find that the Respondent attempted (Rule 8.4(a)(1)) to violate Rule 1.6(a) by threatening to disclose confidential or secret communications at the hearing on fees, unless the client paid the disputed fees prior to the hearing. We believe the Respondent's actions constituted a substantial step toward improper disclosure.

. . . . Finally, we have no doubt that the threat to disclose confidential information from a client, for the purpose of affecting the outcome of a disputed matter pending against the client before a court, is prejudicial to the administration of justice and tends to bring the legal profession into disrepute [citing Rule 8.4(a)(5) and Supreme Court Rule 770].

*In re Whitney Dove Hardy*, Commission No. 03 SH 104, pp. 7-8, (December 8, 2004), *aff'd* by Review Board (October 27, 2005).

- Mr. Martin's threat to disclose the Tribe's confidential information in a federal lawsuit and elsewhere if the Tribe did not pay him nearly a quarter of a million dollars would appear to fit squarely within the Board's reasoning in *Hardy* finding such conduct a breach of fiduciary duty and an impermissible attempt, under IRPC 8.4(a)(1), to violate IRPC 1.6(a).<sup>9</sup>

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intent to extort from any person any money or other thing of value, knowingly so deposits [in U.S. Mail] . . . any communication . . . containing any threat to injure the property [e.g., confidential information] or reputation of the addressee . . . or any threat to accuse the addressee or any other person of a crime, shall be fined under this title or imprisoned not more than two years, or both." *Id.* at (d).

<sup>9</sup> IRPC 8.4(a)(1) provides that a lawyer "shall not . . . attempt to violate these Rules." IRPC 1.6(a) provides that "a lawyer shall not, during or after termination of the professional relationship with the client, use or reveal a confidence or secret of the client known to the lawyer" without the client's consent. (Emphasis added). Mr. Martin's threat would also appear to be an attempt to violate IRPC 1.9(a)(2), which provides that "a lawyer who has formerly represented a client in a matter shall not thereafter . . . use information relating to the

- The threat was also, insofar as Mr. Martin coupled it with a proposal to drop his pending lawsuits (*i.e.*, “affecting the outcome of a disputed matter pending against the client before a court,” *see Hardy*), prejudicial to the administration of justice under IRPC 8.4(a)(5). It certainly constituted an act bringing the legal profession into disrepute.
- Further, Mr. Martin surely knew, or should have known, that his statement that “any and all claims of privilege and confidentiality are deemed waived” in any breach of contract action between a lawyer and client was a serious misstatement of the ethical rules by which Mr. Martin is bound. *See, e.g.*, IRPC 1.6(c)(3) (“A lawyer may reveal . . . confidences or secrets *necessary* to . . . defend the lawyer . . . against an accusation of wrongful conduct.” (emphasis added)). *See also* CETL 2.304(F)(3)(e)(same).
- Mr. Martin’s assertion of a blanket involuntary waiver of the attorney-client privilege was a grossly improper misstatement of law for an attorney to make to a former client in any context, let alone in an attempt to coerce that former client into paying the attorney \$225,000 in exchange for a guarantee of confidentiality to which the former client is already entitled under the law. *See also* IRPC 4.1(a); 8.4(a)(4).
- Mr. Martin’s letter also makes very clear that his threat to file a federal lawsuit constituted a substantial step (*i.e.*, an attempt) toward violating IRPC 1.2(f)(1), which prohibits a lawyer from filing a law suit “merely to harass or maliciously injure another.” Mr. Martin states that “the simple act of filing the suit is most damaging” and therefore “*it matters not at all*” whether the Tribe would have meritorious legal defenses to his threatened suit. Attachment 12 (December 11, 2009, Demand Letter) at 5-6 (emphasis added). Mr. Martin continued:

[W]hen this filing gets out to the press, tribes and other entities opposing the tribe’s plans for a second [casino], legislators in the state who will need to ratify any [gaming] compact changes, unions, and members of Congress opposing any expansion of gaming, etc., the state and feds will be backtracking from any second [casino] talk in no time.

How do I know that these entities will be contacted in this case? . . . I have already been contacted by persons connected to several entities whose interests don’t exactly jibe with the . . . Tribe’s interests in Muskegon [the site of a possible second casino for the Tribe]. They have urged me not to settle the cases, because win or lose on legal grounds the *facts* brought out in a filing in federal court will constitute pennies-on-the-dollar advertising against the Muskegon project and against federal and State approval, although with what is at stake, I would venture to say that it is *percentages* of pennies on the dollar. One person

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representation to the disadvantage of the former client[.]” The CETL provides that “a lawyer who has formerly represented a client . . . shall not thereafter . . . use information relating to the representation to the disadvantage of the former client . . . or reveal information related to the representation[.]” CETL § 2.304(I)(3).



- Finally, Mr. Martin's December 11, 2009, letter is replete with gratuitously disparaging remarks and broadside allegations of corrupt, unethical and illegal conduct directed at the Tribal judges and Tribal Courts. *See* IRPC 8.2(a). *See also* Preamble, 2010 Illinois Rules of Professional Conduct ("A lawyer should demonstrate respect for the legal system and for those who serve it, including judges, other lawyers and public officials. While it is the lawyer's duty, when necessary, to challenge the rectitude of official action, it is also the lawyer's duty to uphold the legal process.").<sup>10</sup>

### Conclusion

Mr. Martin was discharged as the Tribe's attorney for failing to obtain a lawful license to practice as an attorney in the State of Michigan. The Tribe's insistence that Mr. Martin be licensed in Michigan was consistent with the express terms of his contract and with prohibitions on the unauthorized practice of law imposed by Michigan law, the Illinois Rules of Professional Conduct and the Code of Ethics for Tribal Lawyers. The Tribe does not begrudge Mr. Martin his day in court if he believes that his discharge as the Tribe's attorney was legally deficient. But Mr. Martin has chosen to oppose his discharge with an aggressive campaign of resistance against the Tribe (his client and then former client) including a proliferation of vexatious law suits (five to date), disruptive intimidation, and grossly unethical attempts at extortion. In the Tribe's view, Mr. Martin's anger at the Tribe for discharging him has consumed him to the point that he has demonstrably lost touch with the ethical imperatives that govern his conduct as an Illinois attorney.

We appreciate your consideration of this matter. Please let us know if you need further documentation or other information.

Sincerely,



Larry Romanelli  
Tribal Ogema



Stephen Parsons  
Tribal Council Speaker

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<sup>10</sup> On December 16, 2009, our outside law firm responded to Mr. Martin's December 11, 2009, threat by a letter to Mr. Martin's attorney setting forth the circumstances of the threat and making clear that the Tribe did not consent to Mr. Martin's disclosure of any information relating to the Tribe under any circumstances. *See* Attachment 13 (December 16, 2009, Letter to Dennis Swain).