

# **EXHIBIT A**

STATE OF RHODE ISLAND  
WASHINGTON COUNTY

SUPERIOR COURT

DOUGLAS J. LUCKERMAN

v.

W.C. No. 2013 - 0124

THE NARRAGANSETT INDIAN TRIBE

COMPLAINT

I - Introduction

This is an action to recover unpaid legal fees, expenses, and contract-specified interest, all incurred by defendant The Narragansett Indian Tribe in the period beginning in 2003 and ending with the filing of this Complaint.

II - Parties

1. Plaintiff, Douglas J. Luckerman, is an individual and resident of the Commonwealth of Massachusetts. Mr. Luckerman is an attorney licensed to practice law by the Commonwealth of Massachusetts.
2. Defendant, The Narragansett Indian Tribe ("Tribe") is a sovereign nation of Native American people located primarily within the State of Rhode Island.

III - Jurisdiction

3. This Court has personal jurisdiction over the Tribe by reason of its location within the State of Rhode Island.

SUPERIOR COURT  
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STATE OF RHODE ISLAND  
WASHINGTON COUNTY

SUPERIOR COURT

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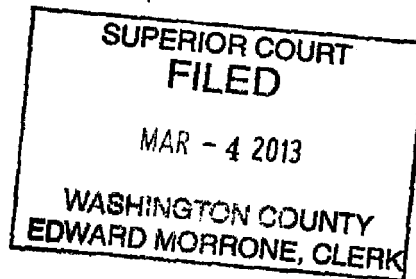
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III - Jurisdiction

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4. This Court has subject matter jurisdiction in this case by virtue of the provisions of R.I. Gen. Laws § 8-2-14(a) (2012), as this is, in principal part, an action at law in which the amount in controversy exceeds the sum of ten thousand (\$10,000) dollars.

#### IV - Venue

5. The appropriate venue for this proceeding is in this Court as the Tribe dwells primarily in Washington County. See R.I. Gen. Laws § 9-4-3 (2012).

#### V - Facts

6. In or about June 2002, Plaintiff, in association with local counsel, was engaged by the Tribe to provide legal advice and services in various matters relating to tribal lands.
7. In early 2003, Plaintiff's representation of the Tribe was expanded to include additional matters relating primarily to tribal sovereignty.
8. In connection with the expanded scope of his responsibilities, Plaintiff prepared and directed to the Tribe's chief executive officer, Chief Sachem Matthew Thomas, a letter dated March 6, 2003 ("March Agreement") setting forth the terms of the engagement. The March Agreement is incorporated herein by reference, and a copy is attached as Tab A.
9. The Tribe accepted the terms of the March Agreement.
10. Under the terms of the March Agreement, the Tribe clearly and explicitly waived its right to tribal sovereign immunity "for claims or actions arising from [the March Agreement] . . . brought in state or federal courts."
11. Also pursuant to the March Agreement, and in addition to the provision of legal services to the Tribe in various other matters, Plaintiff acted as lead counsel to the Tribe in two substantial cases tried in the United States District Court for the District of Rhode Island,

and appealed to United States Court of Appeals for the First Circuit (“Federal Litigation”).

12. Plaintiff vigorously represented the Tribe’s interests in the Federal Litigation over a period of approximately three years.
13. In or about February 2007, Plaintiff was engaged again by the Tribe to act as counsel to one of the Tribe’s offices, The Narragansett Indian Tribal Historic Preservation Office (“NITHPO”), “in connection with issues that relate to the preservation of Tribal sovereignty, culture and traditions as well as for economic development and other issues . . . .”
14. On or about February 20, 2007, Plaintiff and the Tribe, through NITHPO, entered into an agreement setting forth the terms of Plaintiff’s engagement (“February Agreement”). The February Agreement is incorporated herein by reference, and a copy is attached as Tab B.
15. Under the terms of the February Agreement, NITHPO clearly and explicitly waived the Tribe’s right to tribal sovereign immunity “for claims or actions arising from [the February Agreement]” and brought “in state and federal courts.”
16. During the period of Plaintiff’s engagement in these matters, he submitted regular billings for his services, out-of-pocket expenses, and, where applicable, accrued interest on unpaid balances.
17. From time to time both during and following Plaintiff’s engagement, the Tribe made payments to Plaintiff to be applied to its outstanding balances.
18. Those payments were never enough, however, to meet the Tribe’s obligations under the terms of the March and February Agreements.

19. As a consequence, the Tribe is currently indebted to Plaintiff in an amount in excess of one million one hundred thousand (\$1,100,000) dollars.
20. At no time during the course of Plaintiff's engagements by the Tribe did it ever express dissatisfaction with the legal services it received from Plaintiff.
21. At no time since these engagements concluded has the Tribe ever expressed dissatisfaction with the legal services it received from Plaintiff.
22. At no time has the Tribe ever suggested that any provision of the March Agreement or February Agreement is somehow illegal, unfair, or otherwise improper.

#### VI – Claims

##### Count I – Express Contract

23. Plaintiff incorporates by reference each of the allegations of Paragraphs 1 through 22, above.
24. Plaintiff and the Tribe entered into express agreements respecting the provision of legal services.
25. Plaintiff fully performed the legal services contemplated by the terms of the March and February Agreements. He did so in a highly skilled and professional manner, fully meeting his contractual and professional responsibilities in every respect.
26. The Tribe, on the other hand, has breached the March and February Agreements by failing to pay the amounts due to Plaintiff.
27. Plaintiff has sustained damages as a consequence of the Tribe's conduct.

##### Count II – Implied Contract

28. Plaintiff incorporates by reference each of the allegations of Paragraphs 1 through 22, above.

29. Plaintiff and the Tribe entered into implied agreements respecting the provision of legal services.
30. Plaintiff fully performed the legal services contemplated by the parties' agreements. He did so in a highly skilled and professional manner, fully meeting his contractual and professional responsibilities in every respect.
31. The Tribe, on the other hand, has breached the parties' agreements by failing to pay the amounts due to Plaintiff.
32. Plaintiff has sustained damages as a consequence of the Tribe's conduct.

Count III – Quantum Meruit

33. Plaintiff incorporates by reference each of the allegations of Paragraphs 1 through 22, above.
34. Plaintiff conferred valuable benefits upon the Tribe through the legal representation that he provided over the period beginning in 2002.
35. The Tribe accepted the benefits conferred upon it by Plaintiff.
36. Under the circumstances of this case, it would be unjust and inequitable for the Tribe to retain the benefits provided to it without payment for the fair value of the services.

Count IV – Promissory Estoppel

37. Plaintiff incorporates by reference each of the allegations of Paragraphs 1 through 22, above.
38. The Tribe engaged in conduct directed toward Plaintiff which was intended to induce him to provide and continue to provide legal services for the benefit of the Tribe.
39. The Tribe's conduct did in fact induce Plaintiff to provide legal services for the Tribe over a number of years.

40. Plaintiff has been prejudiced by his reasonable and justifiable reliance on the Tribe's representations.

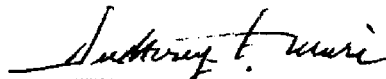
41. It would be inequitable and otherwise unfair in these circumstances to deny Plaintiff the fair value of the services he provided to the Tribe.

VII - Relief

WHEREFORE, Plaintiff demands judgment against the Tribe for contract damages or, in the case of Counts III and IV, for the fair value of the services provided, all with prejudgment interest at the rate specified in the March and February Agreements, the costs of suit, and such other and further relief as may be appropriate in the circumstances of this case.

Douglas J. Luckerman  
By his attorneys,

Date: 3/4/2013

  
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