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 KI The Kumeyaay Information Village & Website

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RE: 11th Sycuan anniversary news
 www.sycuanbandofthieves.com watchdog

Dear Chairman Cody J. Martinez, Vice Chairman Henry R. Murphy, Secretary Charlene Worrell, Treasurer LaShunna Davidson, Council Members Shu Brown and Joshua Muse, Councilwoman Alanna Sandoval, and the Sycuan People,

Unfortunately Sycuan's elected officials ended our last settlement "negotiation" with their silence AGAIN and left everyone with a fair question begging to be asked:

“Is Sycuan an organization of thieves operating under the colors of Tribal Sovereignty and Unfair Advantage?”

This sidebar puts my CONCLUSION QUESTION into perspective regarding Sycuan's one-sided, 10-year complaint resolution process against Sycuan Casino Hotel marketing managers.

After I responded to the Sycuan Tribal Council's second \$125,000 offer to settle my long standing copyright dispute — Chairman Cody Martinez went silent AGAIN for 60 days.

At that time, on March 24, 2016 — in an effort to exhaust my efforts for closure — I mailed my follow-up letter to each of the seven Sycuan Government tribal officials addressed above.

I closed my letter with this excerpt:

... I understand you have the right to remain silent — but that will leave me to conclude that you, as a member of Sycuan's governing body, have officially condoned the unlawful taking and unrestricted use of my property for all time.
 I believe that amounts to thievery and plagiarism of my property for your Band members' unjust enrichment, prestige and entertainment.
 That ultimately results in generations of your Band members cheating my family out of the substantial treasure I built in my materials and brands over decades of personal sacrifices and hard work.

Or please tell me, how can you argue this otherwise?

I didn't write the new Sycuan Tribal Council a year ago asking for a handout.

I wrote you for a mutually-balanced opportunity to work out a solution to the serious irreversible problems Sycuan employees and contractors created, and because I needed a doorway out of this 10-year nightmare Sycuan grievance process and dispute that has destroyed my career and poisoned my mammoth professional Legacy.

But after Chairman Cody Martinez's many encouraging words and my 20 years of honorable service to the Sycuan People — it's truly disheartening to see a new generation of Sycuan Tribal Council members clam up AGAIN and not follow through on their promises and written offer AGAIN to settle my long-standing copyright infringement complaint against Sycuan Casino managers because silence does not resolve anything.

And because the original problems remain intact, unresolved and accruing.

For example: Bank interest alone on the \$125,000 that former Chairman Daniel J. Tucker withheld from me in 2008 has accrued some \$80,000 in interest to date. So where is my RETIREMENT INCOME flowing (right into the pockets of Sycuan Band members)?

Moreover, bank interest on my \$125,000 will accrue some \$11 MILLION over the 70-year life of my copyrights. That doesn't include potentially MILLIONS of more dollars in unpaid royalties for Sycuan's unauthorized use and release of my photographs over that 70-year period, or substantial compensation for my destroyed brands, my destroyed business, my lost peace of mind in my senior years....

- Is the Sycuan Casino and Resort fair honest trustworthy?
- Does Sycuan's Tribal leadership govern with integrity?

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HOW OUTRAGEOUS IS SYCUAN'S NEGOTIATING STYLE? Chairman Martinez used many hopeful, sincere words throughout our settlement discussion, but he failed to follow through on even one of them to conclusion.

1. Chairman Cody Martinez re-introduced my 2008 price (\$250,000) in his 10/24/2015 invitation to meet with his Council members on the Sycuan Indian Reservation to discuss their buying rights to my 50,000-image collection of copyrighted Sycuan-related photographs to "settle this matter," he wrote.

Because our meeting and correspondence appeared positive and on track, I was caught off guard by the Sycuan Tribal Council's subsequent lowball written offer for \$125,000, inasmuch for their terse "copyrights" buyout terms for my "entire collection" including all my 600 gigabytes of related "materials."

Chairman Cody Martinez hinted his discount pricing strategy in my meeting by stating the Council ideally wanted to Pick & Choose and Pay "piecemeal" for only my images that contain Sycuan Band members.

In our meeting, I told the Council members that licensing that specific set of images from a 50,000-image collection is contractually problematic, it's too complicated.

But I didn't see where the Chairman was going with his comment because I was misled by his \$250,000 invitation price — and I was keenly focused on proposing the detailed terms of our deal to preserve my massive historical collections intact for the Seven Generations I created them for.

2. In his formal offer letter (01/04/2016), Chairman Martinez substantiated his \$125,000 DISCOUNT because the rest of the collection "is of no use to us."

Seriously, Cody?

Is it Fair Play on the Reservation to pay a poor rancher your lowball price for only the tenderloin cuts in his prized buffalo to settle a problem you created, and then use your position in government to extort the whole animal on the premise the rest of it "is of no use to" you?

Does that even make sense outside of a kleptocracy?

But do you have any idea how many times your employees and contractors have used their illegitimate digital copies of my Sycuan Casino photographs over the past 15 years in Sycuan TV commercials, Tribal documentaries, theater presentations, billboards, books, trade show displays, editorials and advertising?

Yet you say you have "no use" for them, you refuse to negotiate your one-sided offer — and you officially condone the Sycuan Tribal Government's unauthorized and anonymous digital storage and unrestricted use of my income property for all time to substantially benefit your families at the expense of mine!!!

3. MY COUNTER RESPONSE:

I responded to the Council's 01/04/2016 offer by letter on 01/25/2016 and explained my prominent imagery of Sycuan Band members represents the CROWN JEWELS of my mammoth two-part Kumeyaay Tribal collection.

I substantiated "my Price" in detail — how the Sycuan Band's price is disproportionate to their "copyrights" and all "materials" terms — and how licensing sole exclusive rights to the Crown Jewels of my "entire collection" would also hugely devalue my leftover Sycuan-related imagery AND my Kumeyaay.info materials and brand as an historical work.

I also explained that licensing the fraction of my materials and photographs that contain Sycuan Band members is highly impractical and impossible for me, Sycuan (or anyone else) to ensure compliance.

One reason is because of the large amount of altered and anonymous digital copies of my images illegitimately stored by Sycuan across multiple user, company and contractor backups ... I cover this area in detail in my 01/25/2016 letter.

Regardless, Chairman Martinez wrote in his offer and follow-up letter, he wants exclusive rights to my "copyrights" and all "materials" that "relate" to his "Tribe and its members" that are contained in my "entire collection" — at Sycuan's discount price.

I.e., the Chairman based his price on a fraction of my collection, but he wants my "entire collection" at his lowball piecemeal price with ZERO NEGOTIATION of his price or his terms. Huh??

4. SYCUAN'S EXCLUSIVE TERMS: A \$125,000 payment for my "copyrights" and all "materials" contained in my "entire collection" of "images related to our (Kumeyaay) Tribe and its members."

My interpretation of Cody's offer (01/04/2016) and his follow-up letter (04/26/2016) means Sycuan would be the EXCLUSIVE SOLE RECIPIENT of my Sycuan AND my Kumeyaay.info collections with ZERO contractual rights to preserve or credit my work or make it available to students and researchers.

Further — Cody's written offer and follow up leaves me with ZERO contractual rights to my Sycuan and Kumeyaay.info photographs, materials and websites — even in my lifetime!

At some future undetermined point — I foresee Cody's terms would legally require me, my heirs and/or my assignees to delete my websites and purge all "related" content from my leftover professional Legacy.

But even further than that — Sycuan Council members flatly refused to discuss or clarify their terms beyond their offer and one follow-up letter where they tacked on their disclaimers. They even flatly refused my written requests to supply me with a written contract to view their offer in its detailed entirety.

5. SYCUAN'S AMBIGUOUS TERMS: Is The Kumeyaay Information Village & Website, brand, and its mammoth 250 gigabytes of digital materials included in Cody's deal or not?



Depending on how you interpret the Chairman's settlement terms — he is including my massive Kumeyaay.info Tribal collection and its related websites and brands in his one-sided, non-negotiable super deal for my "entire collection" of "images related to our Tribe and its members."

I can foresee how an opposing attorney would argue in a lawsuit the meaning of "Tribe" and claim that all my "materials" were included in Sycuan's deal because they somehow "relate" to the "Kumeyaay Tribe and its members" — because Kumeyaay.info content certainly does just that.

And with my copyrights transferred to Sycuan — a Sycuan Band member could stir up trouble at any time in the future and threaten to sue me, my heirs and/or my assignees if we didn't tear apart my Kumeyaay.info collection and websites at their every whim and remove "materials" they claim somehow "relates" to their "Tribe and its members."

The Chairman's ambiguity would only exacerbate unresolved cultural and legal conflicts with Sycuan for even the best negotiation or institution who would otherwise love to receive my original and exclusive copyrighted collection(s) and invest their time and resources in preserving and building off it for generations.

That's not nitpicking — the most basic principal of contract law is that terms and conditions must be certain and not too ambiguous or vague or they're destined to cause Bad Blood and a Bad Ending.

BUT IN FACT: I stipulated in my letters from the beginning with the Sycuan Legal Director that my Kumeyaay.info project must be contractually defined and excluded from our deal for my Sycuan photographs. Also that my Kumeyaay.info project must retain uncomplicated assignable historical rights to my Sycuan work (so I can leave my collections in good hands and enjoy my future free of this unjust stigma on my name and Legacy).

6. Sidebar: A BIT OF THE HISTORY Because my damages and blacklisting are complicated issues to clarify:

As my professional Legacy, my two-part "entire collection" consists of some 60,000 still "images" — 600-plus gigabytes of "materials" — and websites and brands that all "relate" directly to the "Tribe."

After earning my academic degrees in photojournalism and business, and eight years in the US Navy honing my mass communication skills:

I was hired by Sycuan in 1989 as an independent contractor and spent the next 20 years, some 7,500 personal unbilled hours and tens of thousands of dollars of my own money developing my mammoth "related" Tribal collections and brands.

I own sole and exclusive rights, copyright, to this work and I'm not too keen on delivering it into a black hole under Cody's ambiguous terms at any price.

After all, I had my own Hopes and Dreams to cornerstone my own foundation with this work — to leave something meaningful to show for my time on Earth — until Sycuan's former leadership threw a monkey wrench into my plans.

But does \$125,000 sound like a fair price to buy SOLE & EXCLUSIVE RIGHTS to scrap my Life's Work for a few anonymous parts and junk my Legacy — not to mention a copyright buyout settlement for compensation of the irreversible and grave problems to my Life that were clearly set in motion by Sycuan employees' alleged gross negligence and the former Chairman's alleged punishing retaliation to my complaint?

A FEW MORE KEY FACTS These were never outlined because my Kumeyaay.info collection was never in our deal to settle my dispute until Cody's last letter:

My Kumeyaay.info website and related brands were developed with the full knowledge of the Sycuan Tribal Council, various Band members, and cooperation of the Sycuan Casino's executive marketing management and employees — including the prominent use of my Sycuan imagery featuring Sycuan Band members and various Sycuan logos.

I produced Kumeyaay.info under the guidance and support of respected Sycuan Elders, inter-Tribal Elders and enrolled Kumeyaay Indians from other Bands. In addition, many dozens of California Indians actively participated in my Kumeyaay.info projects.

I believe that unprecedented Tribal participation and support for a white man from Ohio working in a large Southern California Indian community attested to my good reputation, usefulness and general likability.

Moreover, I personally conceptualized, designed and built The Kumeyaay Information Village & Website pro bono from scratch on my own free time and money — I am the only person who ever worked on it.

Kumeyaay.info logged well over 100 MILLION hits from 2004-2011 when I stopped working on it over my alleged blacklisting. I tried unsuccessfully to donate it via this open letter to prospective recipients, including formal letters I sent to several institutions, including the Smithsonian NMAI and The Bancroft Library, UC Berkeley.

When the alleged untrue statements against my good name first surfaced on the Sycuan Indian Reservation in early 2007 — just prior to my alleged unfair terminations — I immediately contacted the Sycuan Legal Director in writing on 02/21/2007 and addressed the problem before it spread and caused irreparable damage to my good reputation.

And on 10/30/2008, I wrote to the Sycuan Tribal Council members and expressed my concerns about how they were handling my complaint because they were causing cross-cultural conflicts for me in the community and affecting my Kumeyaay.info project as well as my livelihood.

Despite my warnings — Sycuan leadership did nothing to mitigate damages to my good name — and Kumeyaay.info was dragged down into my dispute.

IF YOU DOUBT MY BLACKLISTING CLAIMS:

My good reputation was paramount to my working effectively in Indian Country as a non-Indian producer of very personal and sensitive cultural information for the World Wide Web.

Just imagine the amount of trust my relationships required in a large inter-Tribal community — and how those relationships soured when news of my dispute with Sycuan's leadership spread.

Then consider my inability to earn viable income in my specialty and region because having my name, presence or stock photography associated with a Tribal event would put the hiring person and/or their organization in conflict with at least one highly-influential Sycuan Band member and risk Sycuan sponsorship dollars, their relationships and jobs.

And my many unsuccessful attempts to donate my mammoth copyrighted Tribal collections into good hands because accepting my collections under this stigma would create undesirable cultural and legal conflicts with at least one influential Sycuan Band member for even the best negotiation or institution who would otherwise love to receive my original and exclusive copyrighted materials.

7. MATERIAL "OF NO USE" TO SYCUAN Because Chairman Martinez stated he has "no use" for my "material" if it doesn't contain a Sycuan Indian in the photograph — and the ambiguity in his terms regarding my "entire collection":

I'm afraid the young Chairman didn't think he one-sided offer terminated any better than former Chairman Tucker did when he allegedly unfairly through my Sycuan projects and destroyed my business on the Sycuan Indian Reservation.

For example: My Sycuan imagery includes professional photojournalism of the critical period in United States' history when the Department of the Interior (DOI) officially recognized the federal government's legacy of injustice and broken promises to Native American Indians, including the U.S. Congress passing the National Indian Gaming Regulatory Act of 1988.

The birth of legalized Indian casino gaming changed everything for the Tribes and the Sycuan People. And I was there on the front lines taking pictures for Sycuan and documenting the political movements and effects the New Wealth had on the local San Diego Indian gaming Tribes, including their surrounding non-gaming Indian reservations and non-Indian communities.

Yet Cody wrote he has "no use" for this material — but he wants it (and everything else I produced that "relates" to the "Tribe") included in his once-in-a-lifetime deal before he would settle my complaint!?

8. REFUSAL TO SUPPLY SYCUAN'S CONTRACT FOR REVIEW:

Even after a year of protracted discussions and my written requests, the Chairman and Council members flatly refused to expound their terms in any legal contractual format for my review beyond their initial terse written offer and one follow-up letter where they tacked on disclaimers and further mixed up their proposal.

I cannot speak for all entrepreneurs or commercial artists — but I need to see some detailed contracts in writing before I'm required to sit down to sign off on them to close on a six-figure deal — that's only reasonable and customary.

So how in FAIRNESS can Chairman Martinez warn me in his last letter he will "remain silent" if I do not accept Sycuan's price or provide a monetary Council offer if I cannot even understand his terms in a contractual legal sense?

In my opinion, the Chairman's 01/04/2016 offer and 04/26/2016 follow-up letter do not form a legally-binding contract — they're ambiguous and incomplete in critical areas and ultimately unenforceable — there is no meeting of the minds.

On top of that — the Chairman's offer (01/04/2016) and follow-up letter (04/26/2016) make ZERO contractual provision for how the Tribal Council plans to attempt to restore my good name, my destroyed business, my lost contracts, therapy and treatments for related stress disorders, job retraining or any of the other areas customary to address in these disorders of settlement discussions.

9. MY CONCLUSIONS AND SUMMARY:

After their 60 days of post-offer silence, I wrote Chairman Martinez and Council members a second follow-up letter on 03/25/2016 and again individually asked for their response.

Because I was Once Burned by former Chairman Tucker's silence in 2008 — and because it appeared the new Chairman was following in his footsteps — my 03/25/2016 letter mailed to each individual Sycuan Tribal Council member was pointed and direct to keep my guard up and door open.

My 03/25/2016 letter concluded that their silence officially condones Sycuan's alleged theft and anonymous unrestricted use of my property for their Band members' unjust enrichment. I address my thievery and unjust enrichment conclusions below.

My 03/25/2016 letter also contained a summary of Outstanding Matters that will need to be immediately resolved if the Council fails to follow through and close on their offer to our mutual satisfaction. I also address this issue in more detail below.

10. CODY'S LAST LETTER (04/26/2016):

After 90 days of his post-offer silence, Chairman Martinez finally responded to my two post-offer letters.

His last letter tacked on several disclaimers to his offer and promised me "actual negotiations" with the Tribal Council if I provided him with an acceptable "dollar amount" to settle my complaint — I address Sycuan's broken promises below.

Also in his last letter, Chairman Martinez clarified his "proposal (is) to purchase your entire collection of images related to our Tribe and its members."

I originally presumed he meant Sycuan Band members in his January 2016 offer, but it could be easily interpreted now his last letter reinforced Sycuan's offer to include all Kumeyaay Tribal members in Southern California and Mexico.

And every photograph and "material" I own that somehow "relates" to the Kumeyaay "Tribe" is now included in Sycuan's grand deal.

Also in his last letter, Chairman Martinez wrote he did not agree with my "characterizations." I address my thievery and unjust enrichment conclusions below.

Also in his last letter, Chairman Martinez tacked on another disclaimer to his offer to address my "misunderstanding" with his offer regarding his copyright terms — I address the copyright issue below.

11. After fully complying with the Chairman's price request in my timely response to his last letter — neither he nor any Council member responded — they clammed up AGAIN!

But the most ridiculous thing Chairman Martinez wrote was in his last letter (04/26/16) that if I didn't submit to his one-sided negotiating style, the Council will be left to "remain silent" because they don't want to "negotiate against ourselves."

Huh???

This is such an unfair, mixed up, dysfunctional and downright shameful negotiating style it would be hard to believe without the actual letters to substantiate my claims — therefore I am including our complete series of unedited settlement discussion letters in this PDF for download for review.

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WE HAVE A FAILURE TO NEGOTIATE Chairman Martinez's price fixation:

I had the highest motivation possible throughout our discussions to negotiate a timely deal with Sycuan's elected officials to resolve all matters — to put my Life's Work in good hands and leave this nightmare behind me.

But Chairman Martinez fixated on his price and I was never able to move our discussion beyond his price to even begin clarifying the ambiguity in his terms before he clammed up AGAIN for the last time.

While I do believe Chairman Martinez "sincerely" wanted to settle my complaint that he "inherited" from his predecessor, as he wrote in his letters — it's clear that Sycuan's offer is sincere ONLY if:

1. I simply write the Chairman's price down on my response,
2. Close my mouth, and
3. Sign his papers.

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LEVERAGE In light of my huge investments of my valuable time and resources in my collections, and the amount of clear and convincing evidence supporting my claims:

I contend my leverage is well-earned and entitles me to a balanced discussion of Terms & Conditions that will minimally ensure my high technical and unique creative standards and writings are historically preserved in responsible hands, properly credited, cataloged, and made available to generations of future students and researchers.

Further, that Kumeyaay.info should have either retained some type of full and uncomplicated assignable rights to my Sycuan-related material or my copyrights would be off the table.

Again, this was stipulated from the beginning in my discussions with the Sycuan Legal Director and subsequent letters to the Council.

Or "my Price" needed to be adjusted to buyout my Kumeyaay.info copyrights, materials and brand as well. I had good ideas in mind to resolve this issue in light that the Sycuan Tribal Chairman has "no use" for my images that don't contain a Sycuan Band member.

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THE EVIDENCE OF INFRINGEMENT (my original complaint) IS CLEAR AND CONVINCING:



I need I remind anyone of the hard photographic evidence I submitted to the Sycuan Casino creative manager when I respectfully asked him to explain his second alleged unauthorized 36-inch print run of my original high-resolution Kumeyaay Map artwork?

He allegedly reprinted my Map poster AGAIN (right photo) despite his personal written assurance that he would honor our second Licensing Agreement that included only "one-time use" of my Map in a "Sycuan TV commercial."

But as pictured above, my copyright notices and consultant credits were expertly digitally erased from both of Sycuan's unauthorized poster print runs. And my Map was clearly plagiarized with the addition of Sycuan's logo and distinct graphical branding (left photo above).



This image of gourd rattles was copied off my website by an alleged Sycuan-contracted ad agency who then allegedly rubbed out my copyright notice and published it on this page in a prominent Sycuan historical book. They even credited my image (and several other of my best contemporary Tribal and casino photos) to a competitor photographer!

As with my Kumeyaay Map, I created this commercial studio product image of Indian gourd rattles on my own free time for my Kumeyaay.info project and it never had anything to do with any Sycuan invoice, Band member or project.

Moreover: (1) the Casino marketing executive's strange written tirade in response to my request to his subordinate for an explanation regarding their second map infringement, (2) my free no-strings written offer to him for the Casino and Band to use my Sycuan images royalty free for all time to close the matter before I ever took my complaint out of his department, (3) his alleged immediate resignation, (4) my offer that he let expire on his way out, and (4) the Sycuan Casino's refusal to further discuss the matter.

Yet even after my free offer in 2006 to decisively close all matters, and my putting the clear and convincing evidence in the Tribal Council's hands in January 2007 for a "fair review of the facts and timely closure" — Chairman Tucker's alleged retaliatory reaction to my complaint was swift, unfair and punitive.

Please see my original public Sycuan Casino protest blog for more details about my alleged Sycuan unfair termination and my copyright infringement and plagiarism claims, including photo documentation, emails and time lines.

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DYSFUNCTIONAL, UNBALANCED, UNFAIR, PROTRACTED AND DOWNRIGHT SHAMEFUL:

Our complete written settlement discussion letters affirm Sycuan's negotiating style is dysfunctional, unbalanced, unfair, unreasonably protracted.

And that Sycuan Tribal Council members do not honor their written promises.

Dysfunctional:

There's a reason I wrote to Chairman Martinez in response to his offer and explained my inability to form a functional Counter response to his "Sycuan's-Price-and-Sycuan's-Terms" offer, dated 01/04/2016.

And there's a reason Chairman Martinez wrote me back after his 90 days of post-offer silence and my two follow-up letters to his offer, to write: "the Tribal Council is left to either negotiate against ourselves or remain silent."

Unbalanced and unfair:

The reason for this dysfunction is that's what happens when one side tries to leverage its superior resources, time and unbalanced sovereign playing field and dictates both Price and Terms in a settlement discussion to force an unfair advantage on a weaker injured party.

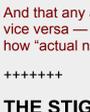
Unreasonably protracted:

After a decade of my sustained protest, two failed offers and more broken promises — Sycuan's Master Plan appears to be drag this out until they get their way or I'm DEAD!

Then — after their employees and contractors have erased all traces of my name from Sycuan's unauthorized digital archive of my work — generations of their Band members will be hugely rewarded in blissful ignorance for their ancestors' alleged dishonest business practices.

Sycuan's broken promises:

Chairman Martinez's 04/26/2016 letter promised me "actual negotiations" with his Council if I provided him with my "acceptable (dollar) amount" to settle — but he and his Council members clammed up AGAIN and refused to respond to my additional two follow-up letters even after I fully complied with their requirements.



Therefore, with due respect for Native American history: The broken rights in Sycuan's Tribal logo appear to project dual meanings. One for the U.S. Government's broken promises to the Tribes, and one for Sycuan's broken promises to good hardworking people who worked for and trusted them. (Logo: www.sycuan.com)

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THIEVERY AND UNJUST ENRICHMENT:

After 60 days of silence since I replied to Sycuan's offer — I outlined my opinions and conclusions in detail in my 03/25/2016 second post-offer follow-up letter to Chairman Martinez and his Council members.

That letter stated Sycuan Tribal Council members' silence will officially condone their employees' and alleged contractors' illicit taking, altering, anonymous storage and use of my photographs, in my opinion, and their silence amounts to no less than green lighting Sycuan's ongoing THIEVERY of my property for their Band members' UNJUST ENRICHMENT and entertainment.

And that Sycuan Tribal members are effectively cheating my family and heirs out of the substantial Treasure and Prestige I built in my materials and brands over decades of my personal sacrifices, investments and hard work.

Chairman Martinez's post-offer silence streak lasted 90 days before he responded to my two post-offer letters.

The Chairman wrote on 04/26/2016 that he did not agree with my "characterizations."

However — I most strongly contend my itemized points and conclusions are spot on and fully substantiated by detailed clear and convincing evidence that I personally provided to him and his Council members in our recent review and discussions.

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BENEFIT OF THE BARGAIN

You cannot put the paint back in the can after your employees and contractors painted things up with it and expect to bargain as if the problems they caused don't exist.

I contend Sycuan lost the benefit of their FIRST bargain on New Years Day 2007 when their Sycuan Casino marketing executive allegedly resigned over this and let my written offer expire for Sycuan to use my Sycuan-related photographs royalty FREE for all time to close the matter before I ever took my complaint out of his department.

Further, Sycuan lost the benefit of their SECOND bargain in 2008 when Chairman Tucker withheld my settlement money without explanation and refused to respond to my letters after I agreed to accept Sycuan's \$125,000 price in 2008 to settle all matters.

This THIRD lost opportunity (2016) — Chairman Martinez broke his promise to engage in "actual negotiations" with me and clammed up AGAIN even after I complied with his instructions. He and Tribal Council members also ignored my final written requests to resolve the Outstanding Matters.

A new deal to settle all matters:

I further contend these are valid negotiating points and that a new price should be more reflective of (1) the accrued interest on the price I agreed to accept in 2008 that was withheld from me, (2) the two years of Sycuan material I created after submitting my original 2008 price to Chairman Tucker via the Sycuan Legal Director, and (3) the damages to my good name and business that have occurred and matured.

And that any adjustment in Price needs to reflect an equal adjustment in Terms and vice versa — or if you want your Price then I get my Terms — that's just commonsense how "actual negotiations" work.

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THE STIGMA...

If you doubt my blacklisting claim and the negative effects it had on my life:

The conflicts caused by the cross-cultural stigma of my unresolved Sycuan complaint is preventing me from finalizing my affairs and making arrangements to put my massive collections in good hands before I pass on.

It's the same stigma and conflict with Sycuan's former leadership that effectively got me blacklisted and ruined my ability to maintain viable work in my profession in the Southern California Tribal community where my 25-year business was based.

In fact, the destruction of my business and good reputation in the community was so personally debilitating it's caused me to withdraw, sell off my tools and take a menial job at one-tenth of my professional rate to try and keep a roof over my head.

While I don't have tangible evidence that anyone at Sycuan told people off the Sycuan reservation the untruths against my good name or if anyone from Sycuan asked my established clients not to use my creative services, it ultimately had the same negative effect.

Sycuan is an extremely powerful and influential Indian Tribe in Southern California. After my complaint against them became known in the community, most people would not risk their jobs or relationships with Sycuan Tribal members by associating with me.

That's just human nature how whistle blowing and unfair terminations work against an injured party — and until Sycuan leadership steps up and resolves my complaint — my work remains in limbo.

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OUTSTANDING MATTERS:

Because we could not close a timely settlement deal based on Sycuan's purchase of legitimate rights to my Sycuan imagery, as Cody proposed in his invitation, then we needed to discuss how to immediately resolve items B-F outlined in my 03/25/2016 letter to Tribal Council members.

Note: Sycuan Tribal Council members refused to respond to my 03/25/2016 and 07/09/2016 outlined request to rectify these matters:

B. The unlicensed digital copies of my copyrighted photographs and materials that Sycuan employees and contractors have illegitimately accumulated, created, altered and/or stored on their computers across redundant user and company backups and storage media.

C. Sycuan employees' and contractors' altering and stripping of my copyright notices, credits and licensing agreements from my photographs and materials in ways that have left my property indistinguishable from Sycuan's (or anyone else's) and falling into the public domain.

D. The unauthorized derivative works Sycuan and its contractors have created that include my photographs, in whole or in part, including paintings, artwork, books, documentaries, TV commercials, advertisements, et cetera. And the destruction of these unauthorized works.

E. Substantial compensation for more than a decade of Sycuan's unauthorized use and release of my materials, including 70 years of future royalty payments due to my heirs after my death.

F. The elephant in the room of our recent discussions: The untruths Band members and Sycuan employees allegedly said against my good name that resulted in my unfair termination from long-established Sycuan projects that destroyed my good reputation, and ultimately my career, my successful brands, and my historical legacy.

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THE COPYRIGHT ISSUE RESOLVED.

Chairman Martinez's offer, Sycuan's price and "copyrights" terms, is in plain language and terse to the point — there is no "misunderstanding" the meaning or significance of his words.

The root basis for my complaint is based on my exclusive rights, the copyrights I own to my 50,000+ or so Sycuan photographs and Sycuan employees' and their alleged contractors' documented patterns of flagrant behind-the-scenes infringements of my copyrights and blatant breaches of our Licensing Agreements.

I contend Sycuan's offer (01/04/2016) CEMENTED my copyright claim when the Sycuan Tribal Council offered me \$125,000 to buy my "copyrights" to "settle" my copyright infringement complaint.

Additionally, Chairman Martinez stated I "own the rights to" my photographs in his 07/29/2015 email to me.

Although when Chairman Martinez broke his 90-day post-offer silent streak, he wrote that I "misunderstood" his offer and then tacked on disclaimers to it.

But why on Earth would Council members offer me such a large amount of money to buy my copyrights to settle a copyright infringement complaint if Sycuan had even the slightest argument otherwise because their terms completely undermine that position and establish my legal ownership of the copyrights?

Chairman Martinez either made a strategic blunder in his offer, or more likely, his "copyrights" wording never raised an eyebrow on his committee when they drafted and proofread their offer because they consciously or subconsciously conceded my copyright ownership based on the overwhelming evidence supporting my claims, the moral law, and federal and international copyright laws.

That is unless, at this late date, the Council members would go so low to claim Sovereign Tribal Immunity to disavow the promises and agreements their former Chairpersons, Band members, employees and contractors made to me in good faith because it's impossible for non-Indians like me to sue federally-recognized Indian tribes for justice.

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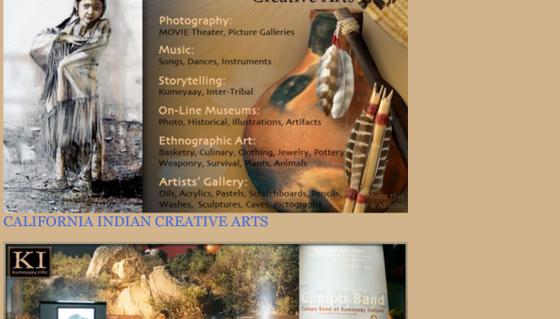
LASTLY, I'M NOT A MONSTER:

NOW IS MY TIME to finish my business with Sycuan — not a year from now, not five years from now — as a 60 year old, I need to get my affairs in order.

I published sycuanbandofthieves.com today because — before I'm legally silenced, incapacitated or dead — I want my evidence on public record so people know the truth about how Sycuan acquired my photographs — they didn't pay me for them (with only a few exceptions).

Also how hard I worked over the past 10 years with two administrations putting the evidence and my arguments in their hands for a "fair review of the facts and timely closure" of the matter (which I clearly never received).

And because if I do not stand up for myself, who will?



To my supporters, former supporters and people at Sycuan: I understand Blood is thicker than water; and Anger over paying with Family Money to settle "inherited" business obligations you had ZERO to do with — especially when it's convenient for you to continue looking the other way and reaping substantial benefits for yourselves and generations of your children.

But you know, Cody played his cards from a deck stacked against me — his discussion was unbalanced and ambiguous — and this is the last opportunity I'll have in my lifetime to stand up for my good Family Name, my hard-earned Treasure and Legacy and my Future.

In any case, your esteemed young Tribal Council members have unfortunately left us with the question begging to be asked of yourself:

Is Sycuan an organization of thieves operating under the colors of Tribal Sovereignty and Unfair Advantage?

I certainly have my opinion at this late date, but I am leaving the evidence in a trail of breadcrumbs for anyone to follow and draw their own conclusions:

- My original 2009 Sycuan Casino protest blog.
- My original 2009 Open Letter to Sycuan.
- My and Cody's complete 2015-2016 series of unedited letters (download PDF).
- This page www.sycuanbandofthieves.com (my 2016 11th anniversary letters).
- For convenience and historical purposes — I've packaged a complete set of PDFs for DOWNLOAD in this zip file (15MB). It contains full copies of both my 2009 blogs, my complete series of 2015-2016 settlement letters, and my sycuanbandofthieves website.

Download .zip last updated on 08/01/2018 for minor revisions.

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I had great difficulty writing a meaningful close to this letter campaign until I realized, what's the point?



The time for talk has passed.

SYCUAN'S SILENCE has only clamped the lid down on a Pressure Pot of my destroyed career, my destroyed reputation, my destroyed business, my destroyed relationships, my nightmare past 3,650 days and lost future — the 7,000-plus personal unbillable hours and tens of thousands of dollars of my own money I invested in my now destroyed brands and lost legacy.

ON TOP OF the blatant theft of my income property for the Sycuan People's unjust enrichment, prestige and entertainment. Their cheating my family out of my settlement money and millions of dollars in interest and royalty income over the 80-year life of my copyrights. The healthcare and housing issues associated with losing one's livelihood, the cruel punishment the Sycuan People ultimately inflicted on my ability to provide for my family as a breadwinner and my inability to contribute anything to my Mother's care in her final years.

How does one square WrongDoings of such magnitude?

Very sincerely,

GARY G. BALLARD

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PS: Special holiday note to Sycuan::

Happy 11th anniversary of my giving your Sycuan Casino executive my free no-strings written offer for your band and casino to use my Sycuan-related photographs royalty free for all time to close the matter in December of 2006 before my complaint ever left his department — too bad he resigned (allegedly) over the problem and let my very generous offer expire on his way out the door.

You know, Christmas in 2015 was pretty merry because I had good feelings from our early December meeting and high expectations your timely settlement offer would meet reasonable standards of fairness and we could quickly finish our business and forget all about this.

But you can probably understand how the other 10 holiday seasons were really depressing with this black cloud hanging over me and my legacy — especially this holiday season because in 2016 — I lost hope in the Sycuan people's human capacity to fairly and respectfully settle or resolve the pressing Outstanding Issues surrounding my complaint in time for me to make final arrangements to leave my life's work in good hands (and not the garbage can).

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Welcome visitors:

I expect my mammoth collections will soon be no longer able to speak for themselves through my voice — so this may be your last opportunity to enjoy my work before it is lost:

2004-2011: OVER THREE MILLION UNIQUE DAILY VISITORS. 111 MILLION HITS LOGGED.

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