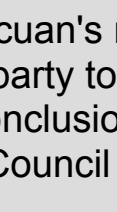
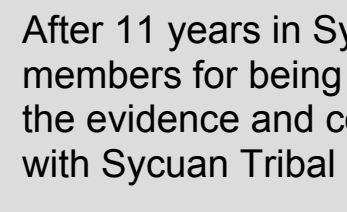


**You can't put the paint back in the can after your employees and vendors painted in them with it and expect to bargain as if the problems they created don't exist — apparently Sycuan can under Tribal Sovereignty and/or Unfair Advantage.**

[sycuanbandofthieves.com](http://sycuanbandofthieves.com)



The Kumeyaay Information Village & Website

August 21, 2018, Updated Original Sycuan Casino Resort Hotel Complaint Protest Blog

## WHERE'S MY HARD-EARNED MONEY GOING?

*Right into the pockets of Sycuan band members, I'm saying.*

After 11 years in Sycuan's nightmare grievance process, I've called out Sycuan tribal members for being party to Sycuan's alleged theft of my intellectual property based on the evidence and conclusions drawn below, including my latest settlement 'negotiation' with Sycuan Tribal Council members under Cody Martinez.

At stake here for my family is the **\$125,000 settlement payment** that former Chairman Georgia Tucker personally told me she got authorized from the Sycuan Tribal Council in December of 2008. My payment was subsequently withheld without explanation (allegedly) by her then chairman brother, Danny Tucker.

At a minimum 6% bank interest rate, my \$125,000 has accrued to more than **\$250,000** as of 2018.

Calculate 6% interest out for 80 years (the life of my copyrights), and the amount balloons to a staggering **\$11 MILLION (plus millions more in unpaid royalty payments)** that Sycuan band members will have unjustly enriched generations of their family members at the expense of my family.

### MY CONCLUSION QUESTION:

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

On March 24, 2016 — in an effort to break Chairman Cody Martinez's silence and exhaust my resolve for closure with a tribal council who clammed up AGAIN and refused to resolve the problems their employees created (allegedly) — I mailed my follow-up letter to each of the seven Sycuan Tribal Council members.

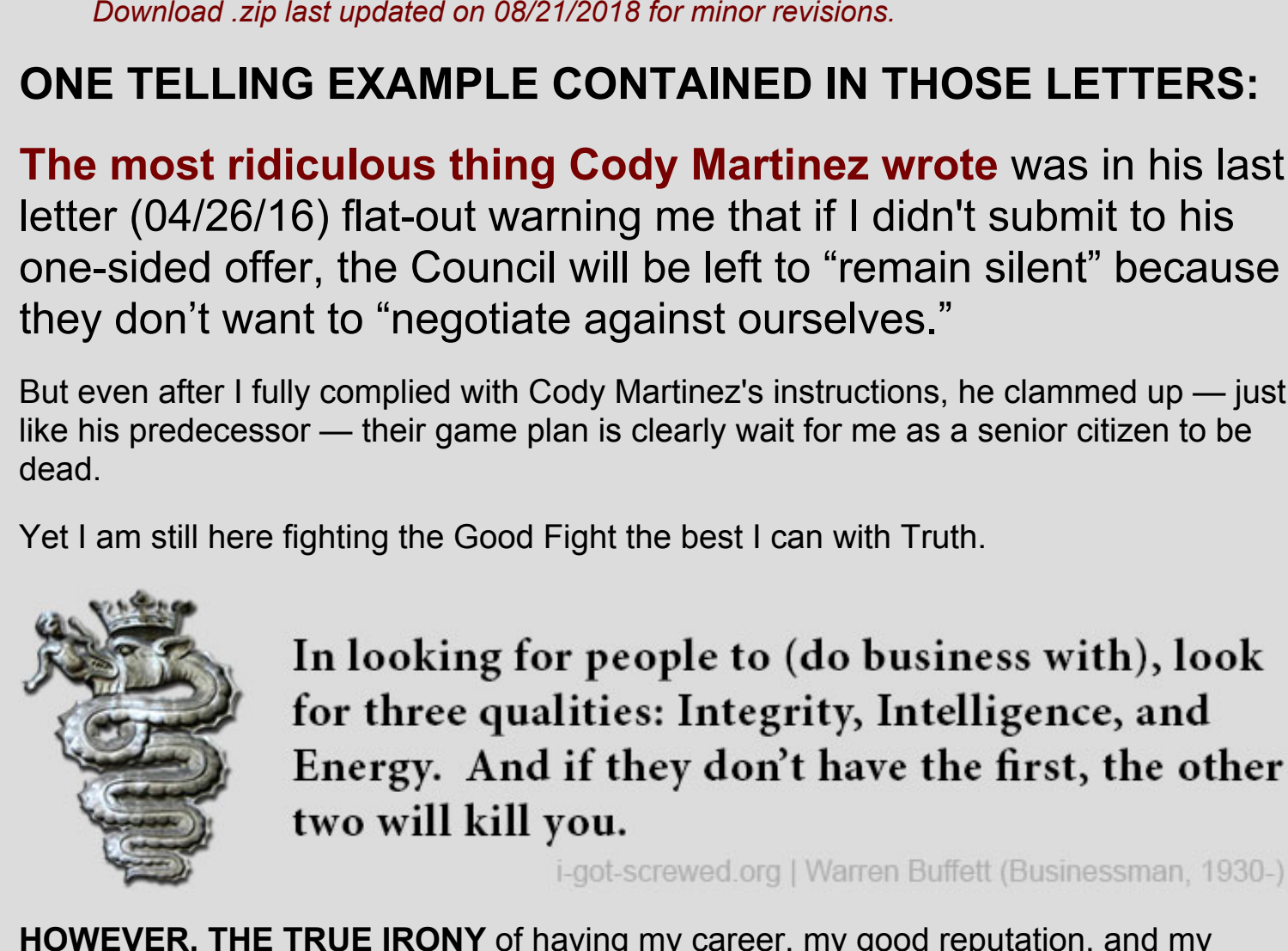
I closed my letter with this excerpt:

... 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.

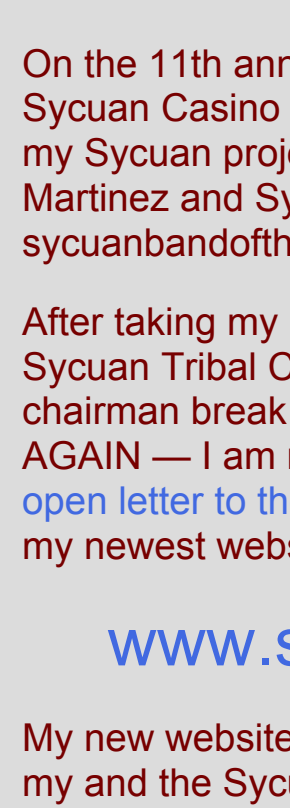
**Or please tell me, how can you argue this otherwise?**



## TAKE CAUTION GOOD PEOPLE:

If you plan on doing business with Sycuan or visiting their beautiful new Southern California Indian reservation hotel, casino, resort — there are Bad Spirits and Wrongoers masquerading in plain sight on the reservation to welcome you in.

The hard evidence documented in my original Sycuan complaint blog below is important to put on public record because it begs the question what else Sycuan band members may be Cheating on in their business operations and Stealing from vulnerable people when it serves Greed and Family interests.



**If you have the facts on your side, pound the facts. If you have the law on your side, pound the law. If you have neither, pound the table (or clam up).**

[get-over-it.org](http://get-over-it.org)

**IF YOU ARE CONCERNED about my serious allegations** against Sycuan Tribal Council members and Sycuan Casino Resort Hotel executive management, please download and read my and Chairman Cody J. Martinez's [complete 2015-2016 series of unedited settlement letters in this PDF](#) and you will see how unfairly Sycuan Tribal Council members treated me with their vague, one-sided offer despite the clear and convincing evidence and my 20 years of loyal service to the Sycuan People.

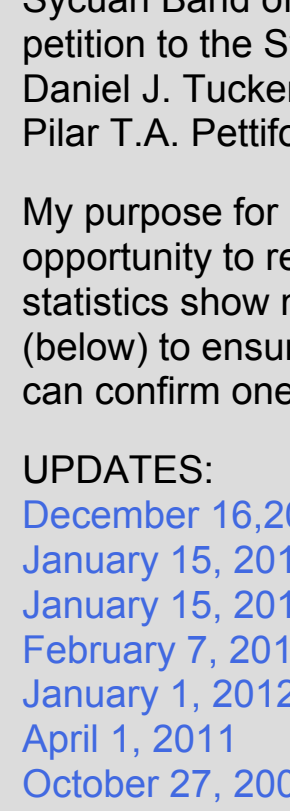
- My original 2009 [Sycuan Casino protest blog](#).
- My original 2009 [Open Letter to Sycuan](#).
- My and Cody's [complete 2015-2016 series of unedited letters \(download PDF\)](#).
- This page [www.sycuanbandofthieves.com](#) (my 2016 11th anniversary letter).
- For convenience and historical purposes — 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 08/21/2018 for minor revisions.](#)

## ONE TELLING EXAMPLE CONTAINED IN THOSE LETTERS:

**The most ridiculous thing Cody Martinez wrote** was in his last letter (04/26/16) flat-out warning me that if I didn't submit to his one-sided offer, the Council will be left to "remain silent" because they don't want to "negotiate against ourselves."

But even after I fully complied with Cody Martinez's instructions, he clammed up — just like his predecessor — their game plan is clearly wait for me as a senior citizen to be dead.

Yet I am still here fighting the Good Fight the best I can with Truth.

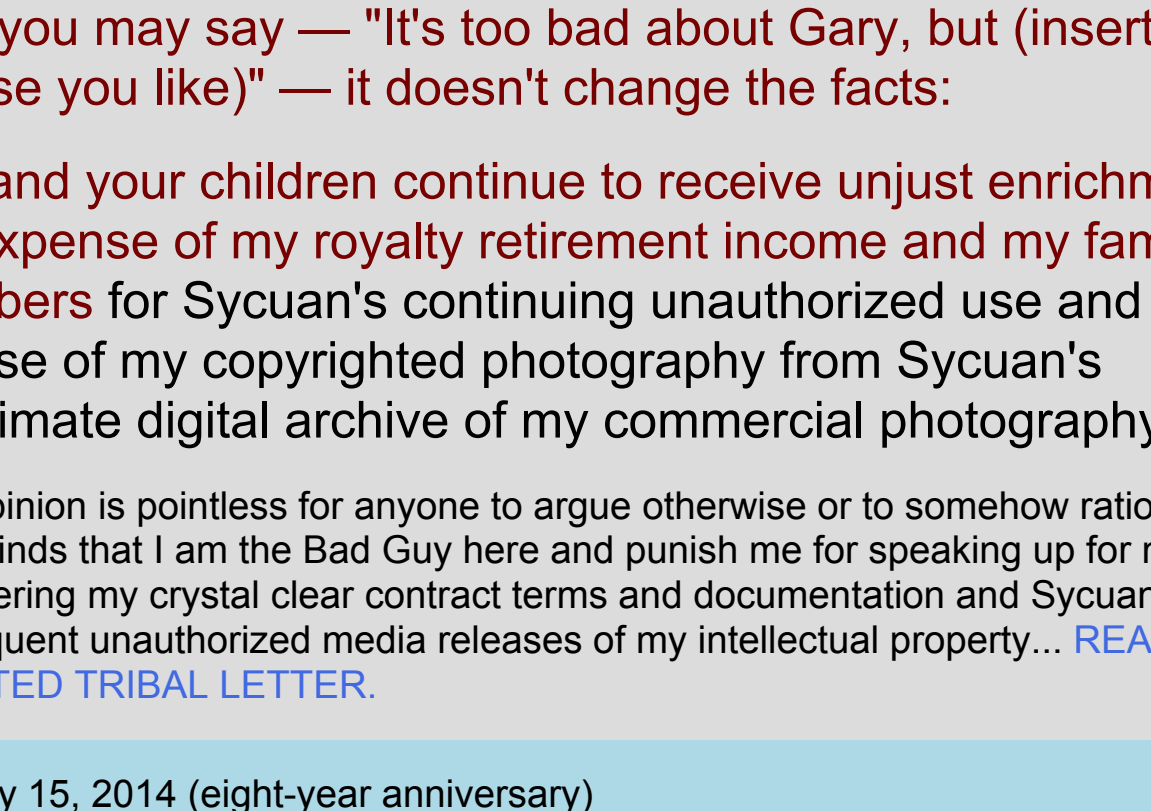


**In looking for people to (do business with), look for three qualities: Integrity, Intelligence, and Energy. And if they don't have the first, the other two will kill you.**

[i-got-screwed.org](http://i-got-screwed.org) | Warren Buffett (Businessman, 1930-)

**HOWEVER, the TRUE IRONY** of having my career, my good reputation, and my professional Legacy destroyed for respectfully asking a Sycuan Casino manager for an explanation:

I gave the offending Sycuan Casino's Creative Executive a no-strings written offer for Sycuan to use my pictures "royalty free" for all time before my complaint ever left his department. But he let my offer expire and (allegedly) resigned over his management problems at Sycuan ([read my actual offer, 2006...](#)). Yet my business and good name were destroyed by Sycuan's leadership (allegedly) in retaliation for trying to decisively clean up their managers' negligence through that memo.



Abraham Lincoln

## Christmas Time 2016, previous update July 11, 2017

On the 11th anniversary of my unresolved copyright infringement complaints against Sycuan Casino and Resort marketing managers and alleged unfair terminations from my Sycuan projects — I'm posting my NEW 2016 open letter to Chairman Cody Martinez and Sycuan Tribal Council members under my new Sycuan protest website [sycuanbandofthieves.com](#).

After taking my blogs off the Internet for a year in good faith for the newly-elected Sycuan Tribal Council's dispute resolution process to work — only to see the new tribal chairman break his promise of "actual negotiations" with the tribal council and clam up AGAIN — I am re-posting my original Sycuan complaint blog (below), my original 2009 open letter to the [Sycuan Band of the Kumeyaay Nation](#) and the [Sycuan people](#); and my newest website:

[www.sycuanbandofthieves.com](http://www.sycuanbandofthieves.com)

My new website includes a 2017 updated SUMMARY of this complaint, and a copy of my and the Sycuan Tribal Council's [complete 2015-2016 series of unedited settlement letters in this download PDF](#) for anyone to review and draw their own conclusions about the dysfunctionality and one-sidedness of Sycuan's dispute resolution process.

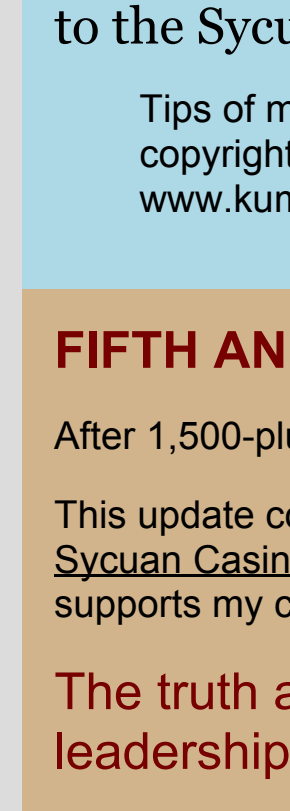
GARY BALLARD

## Breaking news about Sycuan Casino Resort:

It's great Sycuan Casino and Resort is doing so well the Sycuan band has just broken ground on a new \$226 million Indian casino project to renovate its casino into a true Las Vegas style resort with non-gaming amenities such as individual adult and children swimming pools and a new 300 room, 12 story hotel.

That's in addition to the \$13 million renovation project they're doing on their US Grant Hotel off-reservation property in downtown San Diego a short walk from Petco Park. Of course this renovation is a bit less involved than the \$50 million Sycuan spent a decade ago on their first restoration of the Grant.

Maybe Sycuan's management could use some of their successful business sense to finish their business with me verses using my property to build their castles off the backs of my family members.



**A man without scars on his face never had to fight for something he believed in.**

[i-got-screwed.org](http://i-got-screwed.org)

October 27, 2009

RE: Open Letter to Sycuan, a 4,999-day 2,300-day grievance process

[En Español](#)

**Welcome good people of the world — this is my personal blog to explain about my June 22nd Open Letter to the Honorable Sycuan People** ([read my letter](#)) of the Sycuan Band of the Kumeyaay Nation, in case you stumbled across that private Web petition to the Sycuan band members and their tribal council members: Chairman Daniel J. Tucker, Vice Chairman Ricci LaBake, Candellita Billingsly, Cody J. Martinez, Pilar T.A. Pettiford, Orlando Sandoval, Deedra Tucker.

My purpose for posting that petition was to give Sycuan tribal members a private opportunity to review the documented facts of my complaint — but because my site statistics show my link was visited only one time — I am publishing this public blog (below) to ensure Sycuan band members have the opportunity to read my petition and I can confirm one way or another that this is how they want Sycuan doing business.

UPDATES:

December 16, 2016  
January 15, 2015  
January 15, 2014  
February 7, 2013  
January 1, 2012  
April 1, 2011  
October 27, 2009  
ENC: Evidence  
September 3, 2012

January 15, 2015 (nine-year anniversary)

I updated my personal letter directly to the tribal members of the Sycuan Band of the Kumeyaay Nation:

**Yes, you may say — "It's too bad about Gary, but (insert any excuse you like) — it doesn't change the facts:**

**You and your children continue to receive unjust enrichment at the expense of my royalty retirement income and my family members for Sycuan's continuing unauthorized use and release of my copyrighted photography from Sycuan's illegitimate digital archive of my commercial photography.**

This opinion is pointless for anyone to argue otherwise or to somehow rationalize in their minds that I am the Bad Guy here and punish me for speaking up for myself considering my crystal clear contract terms and documentation and Sycuan's subsequent unauthorized media releases of my intellectual property... [READ THE UPDATED TRIBAL LETTER](#).

January 15, 2014 (eight-year anniversary)

Seeing my copyrighted photos being used illegitimately in recent Sycuan TV commercials and Emmy Award winning tribal documentary films is disheartening because it only continues to cheat me and my family out of my hard-earned royalty income and professional legacy, in my opinion.

If ignorance is the excuse, then this complaint documents a clear and convincing pattern of Sycuan's professional employees and vendors flagrantly breaching our agreements and assimilating my copyrighted photography into Sycuan's own historical digital archives in ways that no one at Sycuan can no longer distinguish my intellectual property from Sycuan's.

Sycuan Tribal Council members were formally made aware of the problem eight years ago through this detailed complaint, and yet they are apparently still condoning this alleged unethical behavior at the expense of me and my family.

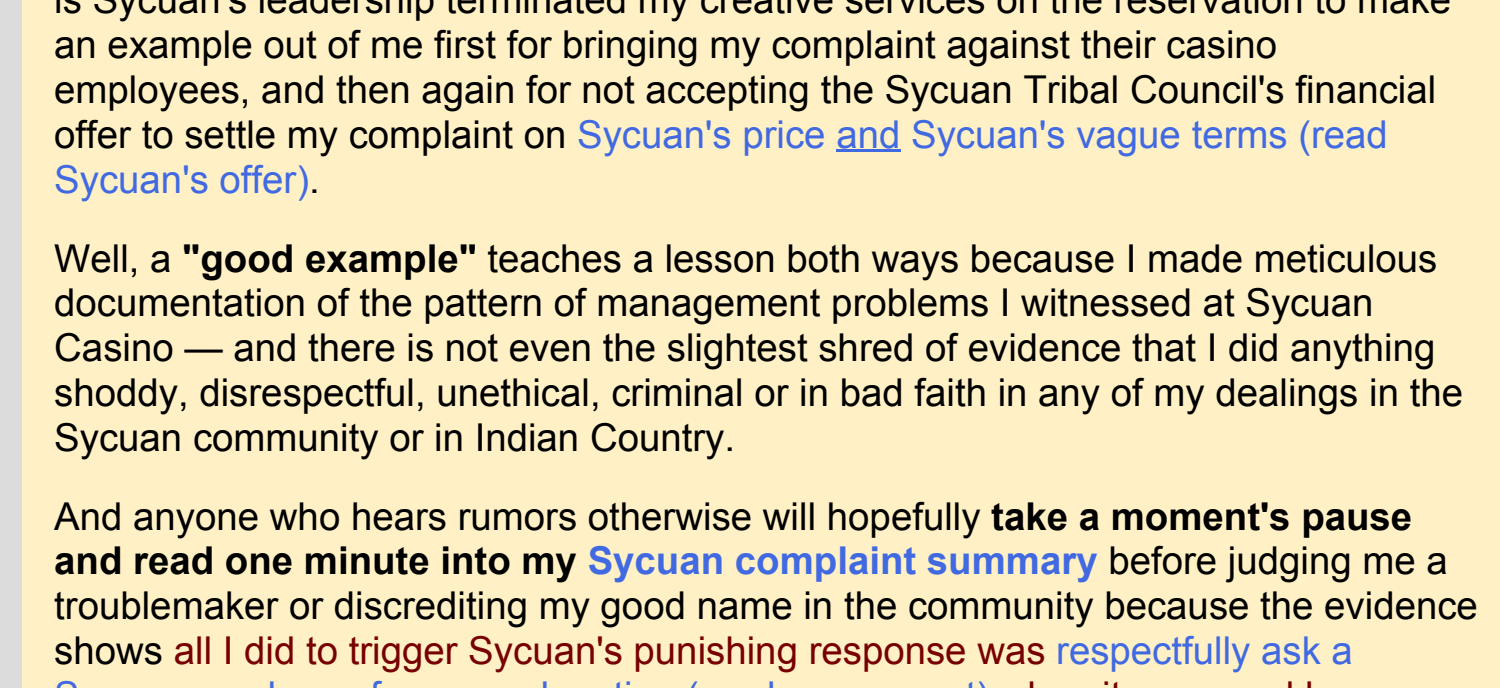
I'm all for moving forward, but if I don't stand up for myself and ask Sycuan Tribal Council members for a response to my complaint, who will?

February 7, 2013

**SEVENTH ANNIVERSARY News: Chairman Tucker** still has not responded to my personal business letters requesting closure, and my high-stakes Sycuan contract problems remain unresolved and accruing.

While no one could blame a tribal chairman for wanting to fire a few people over the serious management problems documented in my complaint — it seems cruel to punish a clean-handed worker after 20 years of loyal service when one has the intelligence and resources to provide a genuine fair and responsible governance.

That includes providing a work environment where employees and contractors can air valid grievances without fear of, God forbid, immediate retaliation and unfairly losing their livelihood and retirement equity under any similar circumstances.



*Pictured 2007 at the 17-year peak of my Sycuan career (I worked for Sycuan 1989-2010). With the newly established Sycuan Tribal Court, El Cajon, CA, hopefully non-Indians may now have a fair forum to resolve their grievances under Sycuan's tribal laws and judicial system. Concerned like me, I am still trying to get over it.*

“Despite the Sycuan Tribal Council's punishing reactions to my complaint — I could not be more proud of the mountain ranges of creative work I produced under (and around) my Sycuan contracts, or the high ethical and professional standards I brought to Sycuan over my 20 years of loyal service to the Sycuan people...” ([READ my letter to my family, Jan. 1, 2012](#)).

Tips of my massive 550,000 megabyte digital archive — my original copyrighted intellectual property — may be seen on my websites: [www.kumeyaay.info](#) | [www.sycuanfire.com](#) | [www.gehotshots.org](#).

## FIFTH ANNIVERSARY UPDATE April 1, 2011

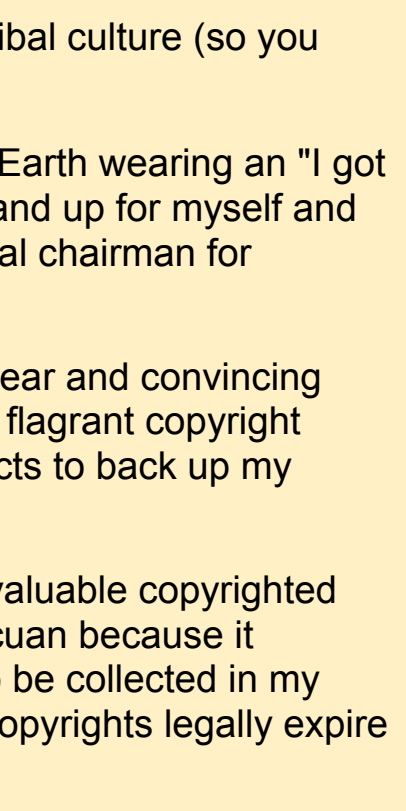
After 1,500-plus days with no closure in sight....

This update contains excerpts of the [key evidence I previously supplied to the Sycuan Casino Resort and the Sycuan Tribal Council](#) — because the evidence supports my claims like nothing else can.

**The truth about my predicament with the Sycuan tribal leadership is:**

After 17 years of impeccable contract service to Sycuan, I brought the Sycuan Tribal Council a 100-percent valid contract dispute with only asked its esteemed council members for **"a fair review of the facts and timely closure"** — but what appears as an immediate retaliation for bringing the council my grievance — my good reputation was ruined by untruths, my business was unfairly destroyed, and the original problem remains unresolved.

And there's not much I can do about it legally as a non-Indian if the Sycuan Tribal Government throws out my business contracts and federal copyright laws and claims **sovereign tribal immunity** to cheat me out of my substantial royalty income and my 20-year retirement equity.



Work hard with diligence, integrity & honesty  
And you shall be rewarded!

But I want people to know I continue to **ADAMANTLY PROTEST** Sycuan's unfair taking of my intellectual property — that Sycuan has no legitimate rights to use or digitally archive my photographs\* — that I protested the Sycuan Casino's gross mismanagement of my commercial image bank, in writing, from the moment I first noticed the problem beginning on June 13, 2000....

After all, in 2008 — BEFORE my grievance ever went to the Sycuan Tribal Council — BEFORE my good name and business were unfairly destroyed on the reservation — I offered a Sycuan Executive a free, no-strings written offer for Sycuan to use my pictures "royalty free" for all time, but he let my free offer expire and allegedly tendered his resignation ([read my offer, 2006...](#)).

TIP: If you click on my "read" links, click on your Web browser's BACK BUTTON to return back to where you were reading.

And I did agree to accept Sycuan's price (Dec. 17, 2008) to resolve all problems only to never receive any further response from the Sycuan Tribal Council ([read Sycuan's offer, 2008...](#)).

**Can anyone expect me to just quietly walk away from this and leave 20 years of my valuable contract equity in limbo at Sycuan?**

That equity includes clear contractual rights, copyright, to some 30,000 film negatives, 20,000 digital photographs, at least seven video [movie DVDs](#), two websites ([gehotshots.org](#) & [sycuanfire.com](#)), and a mammoth 300,000-megabyte digital Sycuan archive that I invested over 2,000 hours of my personal free time developing.

*That Sycuan investment does NOT include an additional 4,500 personal free hours I spent creating the [kumeyaay.info](#) website, its Goodwill, or its separate 250,000-megabyte digital multimedia archive.*

**The problems Sycuan employees and their vendors created** when they began separating my Studio and copyright notices and licensing agreements from hundreds of my commercial photographs and digitally archiving them is: **Sycuan can no longer distinguish my work from theirs.**

Moreover, it is impossible for Sycuan to unwind these damages because my unlabeled, altered images surely span the hard drives, backups, servers and redundant digital archives of many users and companies due to how Sycuan employees mismanaged my image bank.

Sycuan employees (and their vendors) negligence has not only deprived me of substantial income royalties over the past decade and evaporated my 20 years of Sycuan retirement equity, it is also substantially degrading my historical legacy for all time.

Further, if I do not resolve the problems now, it will also deprive three generations of my legal heirs of valuable royalty income and control of my legacy for 70 years after my death (until my copyrights legally expire).

My Sycuan contract terms could not be more clear in support of my argument ([read the contract terms, 1989-2010...](#)).

I ALLEGE a new executive casino management team came to Sycuan Casino in 2000 and immediately began breaching my previous 11 years of Sycuan contracts that resulted in the unauthorized assimilation of my intellectual property into theirs ([read my first written notice to the Casino Executive, a tribal member and their vendor's CEO protesting this negligent behavior, 2000...](#)).

## THE STRAWS THAT BROKE THE CAMEL'S BACK and triggered my formal complaint (2006):

I licensed my high-resolution Kumeyaay Map file to Sycuan Casino employees in 2003 for a magazine print AD, and again in 2005 for a TV commercial.

*I produced the Kumeyaay Nation map on my own free time and it was never billed under a Sycuan project.*

Sycuan employees then used my files from their unauthorized archive to print 36-inch posters (see below photos) — **they also rubbed out my legal COPYRIGHT NOTICES and CONSULTANT CREDITS on both of their unauthorized print runs!** ([read the details of these two flagrant infringements, 2004 & 2006...](#)).



*Two unauthorized 36-inch map poster prints with my legal COPYRIGHT NOTICES and CONSULTANT CREDITS rubbed out (pictured left in 2004 and right in 2006). — I built my Kumeyaay Nation map from scratch on my own free time, and it was never licensed to Sycuan to print posters.*

Yet when I brought the matter to the Sycuan Tribal Council in 2007 — AFTER the Casino Executive let my free offer expire ([read my offer, 2006...](#)), and AFTER casino management refused to discuss the problems — the Sycuan leadership punished me severely for their employees' outrageous unprofessional behavior!

With the facts in hand ([read the contract, 1989-2010...](#)), it becomes a **real feat of human rationalization** for anyone to point the finger at me as the Bad Guy for standing up for myself and respectfully asking a casino manager for an explanation (which I have still never received) ([read my request, 2006...](#)) and **read the strange, offensive tone the Casino Executive used in his response to my request, 2006...**

## ALL ABOUT THE MONEY — NOT!

I will add, it was Sycuan casino managers and the tribal Legal Director who kept bringing up money — I was always more interested in creative ways to resolve the problems (to continue working on my Dream) — and I only estimated what I believed was a very conservative "Fair Price" for the Sycuan Activated what I was hard-pressed by the Legal Director during Sycuan's negotiating process ([read my Estimate, 2008...](#)).

Sign me out for now as:

**I JUST WANT CLOSURE ON THIS EXTREMELY STRESSFUL SITUATION AND DO NOT THINK IT IS "RIGHT" OR "FAIR" THAT I GIVE UP 20 YEARS OF CONTRACT EQUITY AND MY FUTURE JUST TO ASK CHAIRMAN TUCKER TO FINISH OUR BUSINESS WITH THE RESPECT OF ANY OTHER HARD-WORKING LEGITIMATE BUSINESSMAN.**

GARY G. BALLARD

ENC: CLEAR AND CONVINCING EVIDENCE

January 1, 2012

As my Sycuan complaint enters its **sixth New Year** — it's obvious Chairman Daniel Tucker and Sycuan Tribal Council members have no intention of resolving my contract dispute with the Sycuan Casino Resort or the original problems Sycuan employees and vendors created at Sycuan involving their alleged gross mismanagement of my two massive collections of copyrighted intellectual property.

**If my business and good reputation in the community must be destroyed over this**, how sad, but this writing is for my family because I did not bring my family talents and family work ethic to Sycuan, and work my butt off for 20 years for the Sycuan people, to have my career and property taken from me under unlawful, unjust, unfair or unethical circumstances.

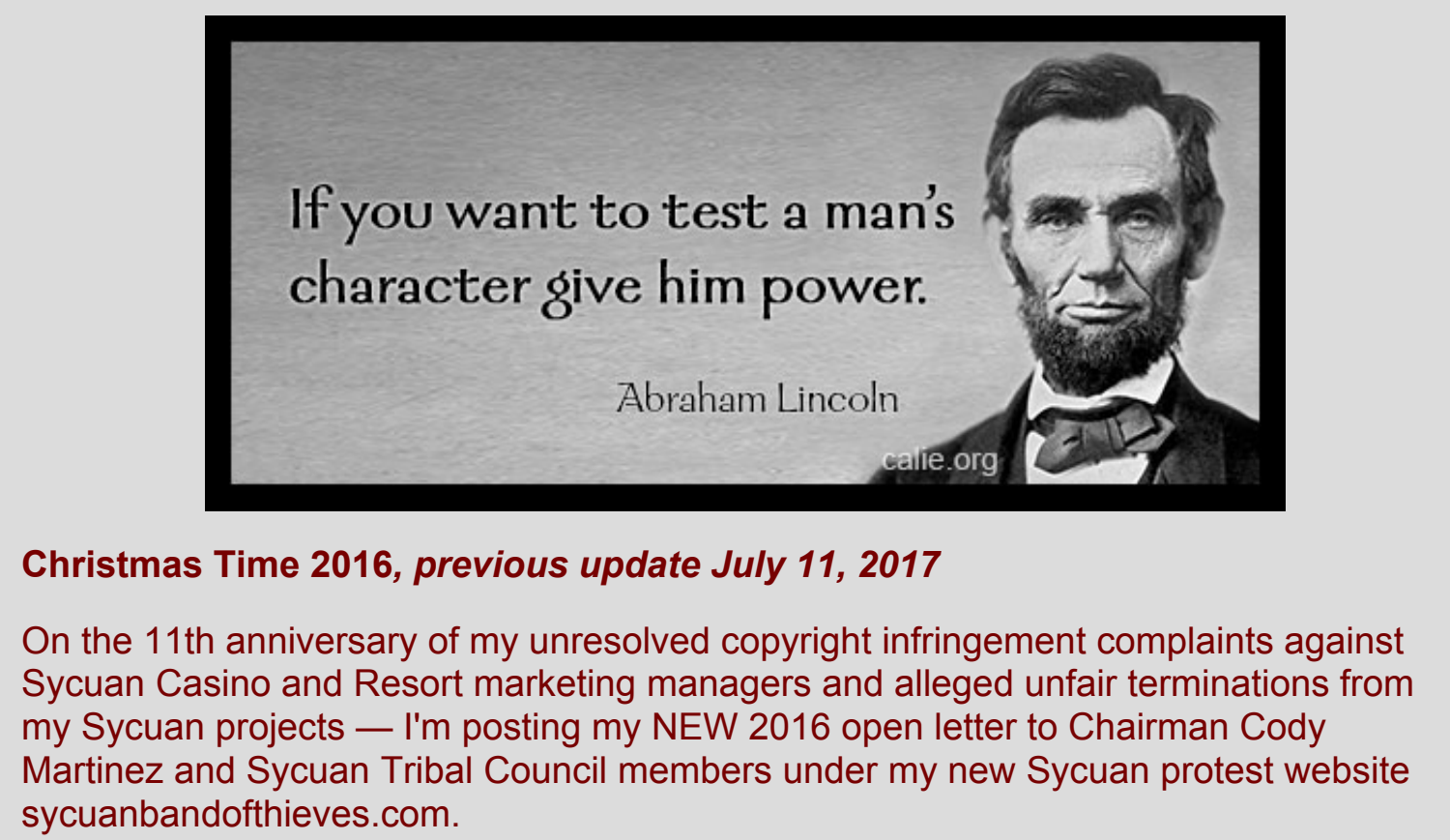
It's a true horror story in the workplace because here I am 1,840-plus days later still trapped in Sycuan's nightmare grievance process trying to finish my business with a former trusted business partner who apparently doesn't want to talk anymore about their **unauthorized digital archive** of my copyrighted commercial property or the **mounting unpaid royalties** on my professional photography and creative work.

## The ring of truth:

It appears to me the most logical theory that would explain Sycuan's harsh reaction is Sycuan's leadership terminated my creative services on the reservation to make an example out of me first for bringing my complaint against their casino employees, and then again for not accepting the Sycuan Tribal Council's financial offer to settle my complaint on [Sycuan's price and Sycuan's vague terms](#) ([read Sycuan's offer](#)).

Well, a **"good example"** teaches a lesson both ways because I made meticulous documentation of the pattern of management problems I witnessed at Sycuan Casino — and there is not even the slightest shred of evidence that I did anything shoddy, disrespectful, unethical, criminal or in bad faith in any of my dealings in the Sycuan community or in Indian Country.

And anyone who hears rumors otherwise will **helpfully take a moment's pause and read one minute into my Sycuan complaint summary** before judging me a troublemaker or discrediting my good name in the community because the evidence shows all I did to trigger Sycuan's punishing response was **respectfully ask a Sycuan employee for an explanation** ([read my request](#)) when it appeared he digitally erased my Studio credit and legal copyright notices off my unlicensed commercial art (again), and was printing it into Sycuan posters (again), and depriving me of royalty income (again):



*Two unauthorized 36-inch map poster prints with my legal COPYRIGHT NOTICES and CONSULTANT CREDITS rubbed out (pictured left in 2004 and right in 2006). — I built my Kumeyaay Nation map from scratch on my own free time, and it was never licensed to Sycuan to print posters.*

## To Sycuan tribal leadership:

With all due respect, and with the **clear and convincing evidence in your hands**, how is it fair or "responsible governance" to punish me for your employees' blatant contract breaches and highly unprofessional behavior — **and you keep 20 years of my valuable contract equity to boot (after erasing my name from it)?**

A "fair price" to compensate me for the severe problems your employees' gross negligence ultimately caused to my business, including legitimate rights to digitally archive and use my Sycuan pictures, has little to do with how much my business with you employees got paid in severance packages when their contracts were terminated early because I was an independent contractor and I legally own "sole and exclusive" rights, copyright, to my 50,000 or so Sycuan photographs, plus the Goodwill of that work I developed in my brands.

On crystal clear **contract terms** ([read the contract](#)), I invested 20 years and spent thousands of unbilled personal hours developing my **massive Sycuan archive** under the guidance of respected Sycuan elders — for God's sake, Chairman Tucker — please respond to the private letters I sent you in 2007, 2008 and 2009 asking you for closure, and let's finish our business like ethical businessmen so **everybody** can move on!

**To my family** who are non-Indians and unfamiliar with tribal culture (so you may better understand what happened and why):

I can't see myself becoming a bitter old man and walking the Earth wearing an "I got screwed I-shirt" because I did not have the self esteem to stand up for myself and respectfully ask a casino manager for an explanation or a tribal chairman for closure.

Yet when I say **people are stealing from me** — I have the clear and convincing photographic evidence of a great deal of pirated material and flagrant copyright infringements, including supporting emails, letters and contracts to back up my opinion.

And I do have a HUGE problem with leaving 20 years of my valuable copyrighted contract equity — my **professional legacy** — in limbo at Sycuan because it potentially represents millions of dollars in income royalties to be collected in my lifetime and for three generations of my legal heirs (until my copyrights legally expire 70 years after my death).

The legal conundrum — I've learned the hard way about non-Indians doing business with a **sovereign Indian tribe** — is the **unfair advantage** a tribal government can exert if it chooses to invoke "sovereign immunity" to disonor its agreements and deep pockets to protract expensive lawsuits that challenge its sovereign ruling authority.

Further, there is no legal recourse, mediation services or assistance for non-Indians in the Southern California tribal judicial system that I could find — so my options were:

1. File a grand lawsuit in U.S. federal court against The Sycuan Band of the Kumeyaay Nation (good luck to anyone going down that road).
2. Go crawl under a rock and cover every time someone is caught stealing my property and depriving my family of income for their own unjust enrichment, or
3. Publish the facts on public record in strongest ADAMANT PROTEST so that people at least have the opportunity to research actual documented cases, the truth, about how Gary Ballard did business at Sycuan.

**But what I want you to understand best:**

I could not be more proud of the mountain ranges of creative work I produced under (and around) my Sycuan contracts, or the high ethical and professional standards I brought to Sycuan over my 20 years of loyal service to the Sycuan people.

Moreover, I had the privilege of working closely with several Sycuan tribal members that I like and trust — I also **believe** those tribal members explained the terms of our contracts to tribal leadership, and that they spoke highly of my good character and the importance of our socially-significant work throughout this ordeal.

But in a "tribal rule" system of Native American Indian governance, an elected tribal council sets the legal and moral standards for their individual band — and a strong "chief" can lay down the law of the land and get his way, and his band members are obligated by deep-rooted **tribal culture** to abide by his ruling.

In a modern federally-recognized California Indian band, its tribal members are usually all related by close blood ties — a tribal band is literally a large family with all the personalities and human traits you may expect. And with some 130 enrolled tribal members, the Sycuan band, like most American Indian tribes, is barely one generation out of surviving centuries of cruel social neglect, racial discrimination and debilitating abject poverty.

Today, some Sycuan band members are new multi-millionaires flush from [Indian casino](#) gaming profits collected over the past two decades and driving luxury cars like Bentley, Rolls Royce, Jaguar, BMW, Mercedes-Benz.

Moreover, the Sycuan tribe just completed a \$27 million renovation to their large east county gambling casino. Sycuan owns premier crown-jewelry properties like the downtown U.S. Grant Hotel (a recent \$52 million renovation), and two championship golf courses at the Sycuan Golf Course and Resort. Sycuan is also one of the largest employers in the County of San Diego with thousands of employees on their payroll.

The Sycuan people's struggle to get back on their feet as a **Fair and Responsible sovereign tribal government** is as much my own Hope and Dream because I have looked into the eyes of too many Indian elders to believe otherwise.

**That said:**

I'm going to let the evidence and the massive historical digital archives and no-profit websites I founded and built around Sycuan (and the Kumeyaay tribe) — including the 6,500-plus unbilled hours I gave back in community service — speak for my good character, likability, and family work ethic.

This large body of my original copyrighted work includes [kumeyaay.info](#) | [gehotshots.org](#) | [sycuanfire.com](#) websites, some 50,000 Sycuan photographs, some 10 multimedia DVD movies, and a supporting 550,000 megabyte digital image bank.

**Please know there is no disgrace reflected on me or my family name** over this whatsoever — I not only did the very best I could with a Good Heart and the active support of various Kumeyaay elders — I feel I've honored my ancestors and my made mother proud by a lifetime of hard work and dedication to a worthy people, and by providing a good example to the community.

As previously written [privately to the Sycuan Tribal Council in 2009](#) ([read my letter](#)) — I just want to finish my business with the Sycuan people and move on (and I think that is



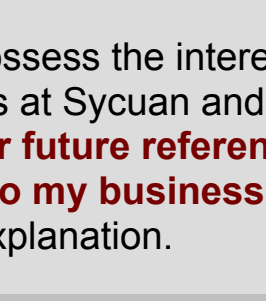
GARY G. BALLARD

October 27, 2009 (continued):

Unfortunately, this has now become a train wreck for everyone concerned....

### World's greatest quote about dealing with honest and dishonest people:

"Me, I'm dishonest. And a dishonest man you can always trust to be dishonest. Honestly! It's the honest ones you want to watch out for, because you can never predict when they're going to do something incredibly stupid."



Captain Jack Sparrow (actor Johnny Depp) timeless immortal words spoken as he betrays Barbossa in the Disney movie, *The Curse of the Black Pearl*.

I may not be a very smart person when caught in the headlights of justice — but I believe I am an honest, straight-forward person who has certainly worked hard and played by the rules my entire life.

So I stand here today for everyone who has ever worked hard and been faced with unfairly losing their Life's Work, their Good Name, their Livelihood, their Good Health, and their Peace of Mind.

I do this while I possess the interest and fortitude of mind to stand up for myself — to finish my business at Sycuan and find closure, to move on — **to set the record straight today for future references about how Sycuan got my photographs and what happened to my business** as a consequence of asking a Sycuan Casino manager for an explanation.

#### SYCUAN TRIBAL MEMBERS

FIRST, I NEED TO SAY UP FRONT the Sycuan Indians I've worked with directly over the past 20 years on the Sycuan Indian Reservation in San Diego County — including the Sycuan Fire Department — have always treated me fairly and respectfully.

Likewise, I've been honored to work with many other good people at Sycuan whom I also like and respect.

Together we have produced mountain ranges of positive, interesting work that millions of people have enjoyed on our popular cultural and education Web sites and multi-media presentations over the past several years alone.

These successful American Indian Web sites include [www.kumeyaay.info](http://www.kumeyaay.info), [www.sycuanfire.com](http://www.sycuanfire.com), [www.gehotshots.org](http://www.gehotshots.org) — I built these Native American Websites all from scratch and currently maintain them. These young sites are getting some 2-million hits a month and their key words are dominating Google and Yahoo search engines.

*\*Update:* I took down sycuanfire and gehotshots websites and archived a few of the several hundred original pages on [www.kumeyaay.info](http://www.kumeyaay.info) in April of 2010 (one page from the .com and several pages from the .org were saved).

#### ONE-PERSON COMPANY — SUCCESSFUL 20-YEAR BUSINESS RELATIONSHIP WITH SYCUAN

As a one-person independent creative enterprise, I worked my butt off for Sycuan mostly under commercial photography contracts since 1989 — my business was literally formed around Sycuan and I served the Sycuan people on a near exclusive basis for well over a decade, always as a free-lance, independent contractor.

During my 20 years serving Sycuan and its various business enterprises, I have performed every contract and I have never been noticed of a single complaint against me or my work.

I have given back thousands of free hours to Sycuan and our communities — most dramatically on [www.kumeyaay.info](http://www.kumeyaay.info) — I spent some 4,000 hours of my free time creating and maintaining this huge multi-media Web site at my sole expense and I never took in any money off this Web site whatsoever.

I never cared much about making money beyond paying my rent and buying the tools necessary to practice my craft — but I believed I was working intelligently in the "Sycuan family" team environment — to have something meaningful to the end of my productive years to leave behind as my professional legacy for future generations to enjoy and learn from.

#### The Nutshell:

After a protracted 1,000-day Sycuan grievance process — the Sycuan Tribal Council left me to conclude they have thrown out 20 years of our business contracts, and just took my valuable intellectual property to use royalty-free for all time.

THE INTELLECTUAL PROPERTY AT STAKE is substantial, including my exclusive contractual rights — copyright — to some 30,000 photographic film negatives, some 20,000 digital photographs, some 100 hours of digital video, several published movie DVDs, and some very successful Native American Web sites, including [www.sycuanfire.com](http://www.sycuanfire.com), [www.gehotshots.org](http://www.gehotshots.org).

That material includes ONLY the work I produced related to my Sycuan contracts — that Sycuan material forms the cornerstone of my greater life's work on tribal communities of northern Baja California, and the Southern California Indians.

That Sycuan material does NOT include an additional mammoth 250,000-megabyte digital archive of still images, writings, or video cultural documentaries I produced on my free time for The Kumeyaay Information Village Web site and its historical image and video archives.

Exclusive rights to the complete G. BALLARD multi-media library — and the Good Will contained therein — represent the total equity I built into my 23-year publishing business and my professional legacy.

The simple truth of my complaint is:

If I do not enforce my copyrights today — as I have done adamantly with Sycuan managers, infringers and plagiarizers in the past — I will have no copyrights tomorrow (and several years from now no one will know or care who photographed my historical images).

My **original grievance** against Sycuan Casino managers was based on a documented pattern of unethical management practices that included professional Sycuan Casino employees and/or their vendors acquiring my digital files illegitimately, rubbing out my watermarked copyright notices and Studio file information and archiving the altered files to disks, and using the altered images in print, Web and commercial projects without my permission in direct breaches of crystal-clear written licensing terms.

The final straw(s) involved Sycuan Casino employees taking my personal high-resolution files in for a Studio pow-wow AD and a Sycuan TV commercial, then less rubbing out my credits and copyright notices behind the scenes and printing them in large posters in flagrant breaches of crystal-clear licensing terms and devoid of professional ethics (not once, but twice!).

In response to the second instance, I wrote to the offending casino manager and asked him for an explanation about the second infringement — his supervisor (a Sycuan Casino executive) responded to my request by E-mail. The executive's strange and unprofessional written responses to me are what set my grievance in motion.

Moreover, **my grievance was brought to the Sycuan Tribal Council only after:**

- Only AFTER I gave the Sycuan Casino executive a [written free offer for Sycuan to use my pictures royalty-free for all time](#) (to close the matter then and be done with his shoddy casino management);
- Only AFTER the casino executive let my free offer expire just as he (allegedly) resigned from Sycuan;
- And then, only AFTER his subordinate casino manager did not respond to my subsequent written request to discuss the matter.

If that was n't disappointing enough:

AFTER I placed the documented facts in the Sycuan legal director's hands and we were discussing my complaint in Good Faith — the pow-wow director informed me tribal members ordered her not to use my creative services anymore on the Sycuan powwow because of untrue and damaging statements they (allegedly) made to her about me, she said to me.

**Losing the powwow under these (alleged) circumstances** was quite a personal blow because I had previously photographed 13 Sycuan powwows, and the trust and relationships I built with these tribal peoples means a lot to me to have them (and the community) hear I was dismissed from the Sycuan powwow because I am "suing Sycuan" over their pictures — because it is a baseless and untrue statement that never should have been said to the pow-wow director (or anyone else).

In fact, my contracts, licenses and copyright laws were written to protect their pow-wow pictures.

Yet this all took place in spite of my clear and convincing evidence, my spotless 17-year record at Sycuan (and in the Indian community I serve), and before my complaint had any reasonable time to cure after it was handed over to the Sycuan Tribal Council.

Today — more than 1,000 days later — I have exhausted Sycuan's grievance process and reached my wit's end dealing with one of the most powerful sovereign Indian gaming tribes in Southern California and trying to get closure with a tribal chairman who refuses to discuss the problem any more so we can finish our business like professional business people and settle our differences.

As a result — most regretfully — his administration, the [Sycuan Tribal Council](#), has left me to conclude:

**The sovereign Sycuan Tribal Government has no intention of Honoring:**

- 1) our established 20-year written contract terms, or
- 2) the agreements its Sycuan Casino executives signed, or
- 3) my agreements with the Sycuan Fire Department, or
- 4) the binding written terms Sycuan employees and Sycuan vendors agreed to when they downloaded, altered, archived and used my commercial images off my Internet servers and portfolio CDs for countless Sycuan tribal, and casino projects.

Because I desperately need to get this all off my chest and get on with my life, I am making the following points now so I don't have to make them later.

#### SYCUAN'S OFFER (Sycuan's Price, Sycuan's Terms)

IT IS TRUE THE SYCUAN COUNCIL MADE ME AN OFFER to resolve the problems.

Sycuan's offer boils down to: My (Sycuan's) Price — My (Sycuan's) Terms.

I don't see how "My Price — My Terms" is fair in any negotiating sense, but **here is the complete price and terms of the Sycuan Offer:**

**The Tribal Council "reached the decision to offer (price edited) for full rights to all photographs."**

I basically agreed to accept Sycuan's low price to close the matter, but what does "full rights to all photographs" mean in any contractual sense?

**How could I possibly agree to that meaningless legal wording, those terms?**

I've produced a mountain range of unrelated work on the [California Indian Peoples](#) — was Sycuan trying to include "full rights to all photographs" contained in this greater work in their vague terms?

After all — I was crystal clear from day one with the Sycuan legal director that any acceptable agreement would have to specifically and clearly distinguish and exclude my unrelated but similar work on California Indians.

Maybe I don't understand how hard-ball "professional" negotiators operate, but I questioned Sycuan's vague wording again and provided my detailed counter terms to resolve all the problems (based on previous writings). I received NO FURTHER RESPONSE from the Sycuan Tribal Council — and most importantly — no closure.

Further, their legal director did not respond to my three subsequent written requests asking her to acknowledge receipt of my last counter offer.

Even further than that, Chairman Tucker also did not respond to my two subsequent letters to him asking his administration for its response — and most importantly — for its closure.

**My opinion is:**

Sycuan's vague offer was "take it or leave it" — either simply agree to Sycuan's Price and Sycuan's Terms or Sycuan claims up — because that's what happened at Sycuan.

#### SYCUAN ALREADY PAID FOR PHOTOGRAPHS — NOT!

The Sycuan Tribal Council stated in their initial offer, it based their price on the theory they had somehow already paid for the photos "in the normal course of business when the photos were originally taken."

Because the contracts are crystal clear about who owns the "sole and exclusive" rights to my Sycuan photographs — I do — the above statement is a pretty strange point to argue after reading our long-established contract terms, in my opinion.

All the hundreds of Ballard-Sycuan invoices have included (clauses 2, 5):  
[2] Except as otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Studio. Any additional uses by Sycuan (Sycuan) require the prior written permission of Studio on terms to be negotiated.  
[5] ... This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended.

I pointed out this crystal clear contractual detail to both the Sycuan Casino executive management, the tribal council and the Sycuan Business Committee throughout this process.

I also detailed the facts that I have invested over 2,000 hours of my free personal time developing and organizing a massive \*190,000-mega-byte digital Sycuan archive (not including video files) mostly by converting the best of my Sycuan film negatives to high resolution digital scans — plus an additional 4,000 hours developing the valuable Goodwill associated with my now famous Sycuan art and greater work on California American Indians.

*\*Update:* Since writing this blog, I have grown the Sycuan digital archive to 300,000 megabytes with new digital jobs and production work for the Sycuan Fire Dept.

#### ECONOMIC REALITY

Sycuan's last Counter Offer, the last response I received from Sycuan, dated December 16, 2008, stated Sycuan's "offer reflects the economic reality of the current market."

While I appreciate the "economic reality" Sycuan faces — because I and most other people who work for a living are in the same boat — Sycuan's Price, the **price I agreed to**, was greatly reduced for the current business environment and my wish to give Sycuan a genuine opportunity (at its own price) to acquire clear, uncomplicated and legitimate rights to my Sycuan pictures, and resolve the damages its employees and vendors caused to my long-established creative business.

#### The Reality, in any case:

The Sycuan Casino created the "reality" when their employees and vendors started **rubbing out** my copyright notices, **scanning** hundreds of my photographs to disks, **separating** my Studio/copyright information from my photographs, **archiving** my altered and unknown work to who knows where, **printing** and **releasing** it to who knew who, **using** it on countless Sycuan projects — they set in motion a chain of events, and the result is that it is impossible for them or anyone else to unwind: You Can't Put the Paint Back in the Can.

My photographs were so poorly mismanaged at Sycuan that no one there now (or in the future) can possibly distinguish my photos from Sycuan's anymore.

Furthermore, the damages to my good name and business on the Sycuan reservation were certainly compounded by tribal members (allegedly) just weeks AFTER I brought my grievance to the council, and compounded again now in the greater Indian community I serve by HOW this administration has dealt with my grievance.

The only possible solution here to clean up these very unfortunate problems is for Sycuan to pony up to the "reality" it created, honor our contracts and try to restore the damages it caused to my business and good name.

#### RESPONSIBLE GOVERNANCE

Sycuan Mission Statement states:

**Our Mission:**  
To protect Sycuan's sovereignty and preserve the well-being of our people through self-sufficiency and responsible governance, while having a positive impact on our community.

-source: [www.sycuan.com/mission\\_statement.html](http://www.sycuan.com/mission_statement.html)

Those are very noble words, indeed....

#### WHY DO THIS? (lastly)

I am talking about clear contractual rights to TWENTY YEARS of my hard, dedicated life's work, my livelihood, and my professional legacy — for goodness sake!

What would you have done in my shoes?

Regards,

GARY G. BALLARD

ENC: My [open letter to Sycuan band members](#) for more information.

#### FURTHER BLOG ENTRIES:

October 29, 2009:  
With a couple days now to reflect on this, it has to be a lot more healthy than keeping this all bottled up inside.

#### ENCLOSURES: Added April 1, 2011

This information was mailed to the casino management and Legal Director in January of 2007, and it was included in my [private letter to the Sycuan people \(Oct. 27, 2009\)](#), but I don't believe it was ever made available to the Sycuan people.

By including a few **UNDISPUTED KEY FACTS** here, people at least have the opportunity to review the backbone of my complaint and draw their own conclusions about how Gary Ballard did business at Sycuan Casino.

#### FIRST, THE CONTRACT TERMS:

All the hundreds of Ballard-Sycuan invoices have included (clauses 2, 5)\*:

(2) Except as otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Studio. Any additional uses by Sycuan (Sycuan) require the prior written permission of Studio on terms to be negotiated.

(5) ... This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended.

\*Note: There are six Ballard invoices in the past few years that do give Sycuan copyright to six specific works (my 2003, 2005 and 2006 pow-wow stills, and my 2007, 2008 and 2009 Fire Department), but Ballard owns all other copyrights under the above specified terms.

Under this clear and consistent contract term, the each piece of Studio work I delivered to Sycuan was serialized and labeled with a unique Studio File Number (and/or title) and copyright notice.

In every case regarding films, printed and digital files, my conversations with Sycuan employees and their vendors were sharp to the point, including e-mails, contracts, invoices, memos, and User Agreements which strictly prohibited and/or limited specific rights, including usage, scanning, archiving, altering, and releasing photographs to third parties.

**It is under these specific Terms & Conditions that I invested 20 years in Sycuan as an independent contractor, and built the retirement equity in my business and Goodwill in my brands as a professional artist.**

The problem is Sycuan employees and vendors flagrantly breached our agreements and unlawfully altered and digitally archived hundreds of my images AFTER they removed my Studio licensing and copyright notices, and grossly mismanaged my image bank so badly they can't distinguish what's mine anymore.

Moreover, it is impossible for Sycuan to unwind these damages because my unlabeled images surely span the hard drives, backups, servers and redundant digital archives of many users and companies due to how Sycuan employees mismanaged my images.

These images include my original copyrighted works that were not even produced under Sycuan invoices — works I created on my own free time — as seen below in my Kumeyaay map project for example.

#### HERE IS WHAT TRIGGERED MY FORMAL COMPLAINT:

A documented pattern of other earlier infringements and subsequent written infirmement notices were discussed and mailed to casino managers and their vendors (beginning on June 1, 2009, during my very first meeting with the new Casino Executive and his vendor). These conversations and documents were also included in my original package mailed to the casino and Sycuan Legal Director in January, 2007. But the Kumeyaay Map incidents make my point clearly enough:

**FIRST FLAGRANT MAP INFRINGEMENT (2003)**

I built this map from scratch on my own time and it was never billed under a Sycuan project.

In 2003, I delivered a high-resolution digital copy of my Kumeyaay Nation map file to a Casino Designer to use as an AD in the 2003 Sycuan pow-wow magazine.

In 2004, I was shocked to see Sycuan casino employees had not only **illegitimately printed my map file into large 36-inch display posters (above), THEY RUBBED OUT MY LEGAL COPYRIGHT NOTICE and CONSULTANT CREDITS!**

All seven additional pictures to right of my map are also my copyrighted photographs and were used in this extended panel series without Studio permission or historical credit.

I asked a Casino Manager for an explanation, and he admitted they made a mistake because, he said, he "thought the map was ours."

I HAVE TO ADD:

I wanted to ask him if that thought came before or after he rubbed out my prominent copyright notice off my map file, but I held my tongue even after hearing his absurd excuse.

#### A VERY SIMPLE TRUTH ABOUT COPYRIGHT:

If artists do not enforce their copyrights today — as I have done adamantly with Sycuan managers, infringers and plagiarizers in the past — they will have no copyrights tomorrow (and several years from now no one will know or care who photographed or produced my historical images).

#### \*\*A SIMPLE FACT ABOUT MY SYCUAN PHOTOGRAPHS:

By clear contract terms ([read the contract, 1989-2010](#)), Sycuan has no legitimate rights to use or release any of my 50,000 or so Sycuan still photographs except for my 2003, 2005 and 2006 Sycuan powwow stills (which they own), and eight historical stills of the Sycuan Fire Chief and one other tribal member who has passed. I licensed the Chiefs and tribal members' photographs to a Sycuan band member for her tribal project in 2010.

Furthermore, except for a few specific exceptions, Sycuan has no rights to digitally archive my photographs — In fact — most of my Licensing Agreements with Sycuan specifically prohibited digitally archiving my photographs.

#### SECOND FLAGRANT MAP INFRINGEMENT (2006)

**Lands of The Kumeyaay Nation**  
California  
Sycuan Reservation  
San Felipe  
La Paz  
Mexican  
Map: Creative/Production ©2001 www.gballard.net • Consultant: Kalim Smith

This second unauthorized 36" map poster print (pictured above) also shows my legal COPYRIGHT and CONSULTANT CREDITS RUBBED OUT allegedly by Sycuan employees and/or their vendors before they printed it.

#### SIMPLE EXPLANATION, PLEASE (2006)

BACKSTORY:

On February 25, 2005, a Casino Executive asked me to use my Kumeyaay Map again in a proposed Sycuan TV commercial.

Because of the Casino Manager's **first map infringement** and our subsequent discussion, I had asked for and received the manager's **personal written assurance** before I released the second map file to him so there would be no chance of any further misunderstandings.

This second map License was agreed to in this series of PRE RELEASE MEMOS (below) and begins in reverse chronology with me asking the Casino Manager for an explanation after I saw the second printed map poster:

Notes inside "[ ]" have been edited for privacy.

**E-mail: HOW DO YOU EXPLAIN THIS? (2006)**  
(in reverse chronology):

**From:** G. BALLARD [mailto:edited]  
**Sent:** Sat 12/9/2006 14:43  
**To:** [Casino Manager]  
**Subject:** Re: Kumeyaay Map PRE RELEASE MEMO

Dear [Casino Manager],

**At a Sycuan event Friday, I saw a new unauthorized 36-inch poster print of my Kumeyaay Nation map being used.**

**Further, the copyright/credits had been removed from my file!**

Since I brought this issue to [your department]'s attention in March of 2004 (Sycuan was printing posters from my full-resolution master .psd file that I provided [Casino Designer] for the 2003 pow-wow book, and [Casino Designer] subsequently assured me that he would purge Sycuan disks of all map files and recall all the map prints), I can only guess this new print was made from the file I supplied you in February 2005 for [Casino Executive]'s TV spot under the following E-mail.

Due to my long relationship with the Sycuan band and the spirit of the work itself — I have rarely noticed [your department] about Sycuan using my copyrighted images repeatedly without permission or compensation....

**And I will again respectfully ask for your explanation regarding these issues.**

Sincerely,

GARY G. BALLARD  
G. BALLARD Studio

\*\*\*\*\*

**E-mail: SYCUAN MANAGER REPLY TO PRE-RELEASE MEMO (manager agrees to terms) (2005):**

On 2/28/05 8:52 AM, "[name deleted]" <[namedeleted]@sycuan.com> wrote:

3,000 pixels will do. I, [name deleted], [Sycuan Manager] of Sycuan Resort and Casino gives my assurance of using Kumeyaay Map file as a one-time occurrence for a Tribal TV spot.

\*\*\*\*\*

**E-mail: BALLARD PRE-RELEASE MEMO (release terms) (2005):**

**From:** G. BALLARD  
**Sent:** Friday, February 25, 2005 6:23 PM  
**To:** [Casino Manager]  
**Subject:** Re: Kumeyaay Map PRE RELEASE MEMO

[Dear Casino Manager],

I want to be clear here with you for a moment and receive your written assurance.

Reworking my Master Kumeyaay Map file for Sycuan's one-time use is a one-time license.

The License does NOT include Sycuan using my original work, in whole or in part, to fashion another map for any further or repetitive usage.

I am being up front with you on this because the human nature of delivering my Master file will make it extremely easy for a professional to plagiarize my creative work, by altering it or using it as a template, and copyrighting it in their own name.

In essence, Sycuan does not retain any rights to any altered file(s) except for this one TV spot.

I am supplying you with my Master file in good faith to give you full creative control of your layout for the Sycuan Tribe.

I trust you will do what it takes to ensure that my creative work is fully protected at Sycuan, with proper notice on any files you archive there, and with your vendors, so there is no misunderstanding or plagiarism down the road.

Please Reply back with your written assurance on this point.

GARY G. BALLARD  
G. BALLARD Studio

#### CASINO'S RESPONSE (2006)

A Casino Executive responded to my above e-mail request for an explanation about the **SECOND MAP INFRINGEMENT** with a written, strange tirade about money, personal issues and the "spirit" of my work....I was so disappointed with the damaged relationship, with the casino management and their outrageous behavior that I BLANKETED him on 12/14/06 (below) with a **NO-STRINGS WRITTEN OFFER FOR A FREE** BLANKET LICENSE for the casino and band to use my 16 years of Sycuan photos free for all time with my best wishes.

At the time, I still had the pow wow and fire department accounts, and the support of various tribal members to keep the working on the reservation (and on my Dream), but the casino management was so disappointing at this point that I didn't want any more to do with them.

Here are a few of Casino Executive's e-mails, in chronological order, in response to my request for an explanation:

(Skip one e-mail below to my **ACTUAL FREE OFFER**...)

Notes inside "[ ]" have been edited for privacy.

**E-mail: I WILL SPARE YOU THE CASINO EXECUTIVE'S FIRST RESPONSE to my request to his manager for an explanation, but here is my Reply (2006):**

**From:** G. BALLARD [gary]@cox.net  
**Sent:** Monday, December 11, 2006 9:20 AM  
**To:** [Casino Manager]; [Casino Executive]  
**Subject:** Re: Kumeyaay Map PRE RELEASE MEMO

Dear [Casino Executive],

Hoo, boy, that is some kind of response you wrote me.

First [your department] takes my file in for a TV spot, then rubs out my credits and prints posters from it (not once, but twice).

And then you respond to me in that strange offensive tone when I ask the buyer for an explanation.

The only relevant issue here is:

I earn my living from producing original works including printing posters and the sale of licensing fees, so yes I do expect [your department] to honor my legal contracts, and yes I do expect to be paid for my work like everyone else who works for a living.

Since this concept is apparently unfamiliar to you, I request that Sycuan takes a review of my contracts, including Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended, and gets back to me with an appropriate response to resolve these issues.

Sincerely,

GARY G. BALLARD  
G. BALLARD Studio



++++++

**E-mail: STRANGE OFFENSIVE TONE (for simple explanation, in response to my above e-mail):**

On 12/11/06 9:45 AM, "Casino Executive" [Casino Executive] @sycuan.com> wrote:  
Gary –

That "strange, offensive" tone is called sarcasm. You can read more about it in the Uniform Commercial Sarcasm Code. See, there it was again.

[Rest of Casino Executive's e-mail is deleted for brevity and because it is more of the same strange, offensive tone that I see no purpose to include here.]

[Signed: Casino Executive].

## HERE IS MY ACTUAL FREE WRITTEN OFFER (2006):

Notes inside "[ ]" have been edited for privacy.

**E-mail: I OFFERED TO GIVE SYCUAN ALL MY PHOTOGRAPHS FOR FREE — TO LEAVE THE GOOD SYCUAN PEOPLE ON A POSITIVE NOTE before my complaint ever went to the tribal council.**

**This is the last e-mail I wrote to the Casino Executive (2006):**

**From:** G BALLARD [mailto:[gballard@cox.net](mailto:gballard@cox.net)]  
**Sent:** Thu 12/14/2006 12:13  
**To:** [Casino Executive]; [Casino Manager]; [Casino Designer]  
**Subject:** Re: Kumeyaay Map PRE RELEASE MEMO CLOSED

**Dear [Casino Executive],**

**I hope to close these matters with this writing.**  
**It is not about money, as you wrote throughout this email.**  
**It is about taking responsibility and common respect.**

Whether the problems there were honest mistakes or inexperience or management policy, the result is I have lost a lot of income there over the past six years for unpaid licensing fees under your leadership. I worked hard for over a decade putting those photos in place, building equity in my photography business.

But this is all old news to me.

I have dredged a few key facts up now only to defend myself because you so sarcastically threw onus on me for your problems there (and that is not going to happen as long as I have breath).

While I am baffled by your responses, the true record shows I have been nothing less than professional, upfront and loyal to you and the Sycuan band.

I will leave it at that and let my personal actions and my accomplishments be my measure.

Sincerely,

GARY G. BALLARD  
G. BALLARD Studio

**PS:**

**If you would like a memo granting [your department] and the Sycuan band a free blanket license to use all related G. BALLARD photos royalty free, please ask me for one in writing before January 1, 2007. I would like to resolve this matter so is not hanging over either one of our heads in the new year — like I said, I have moved on and wish only the best for you and the Sycuan people.**

(Read the e-mails that directly led up to that offer...)

**Unfortunately for everyone** the Casino Executive resigned (allegedly) just as he let my offer expire (he did not respond to it), and the casino management did not respond to my subsequent written request to discuss the matter.

Thus, I invoiced the casino for the minimum amount stated on our contract for Unauthorized Usage in expectation that the problem would be reviewed by higher up casino management and the problem would be fairly addressed by a professional administrator.

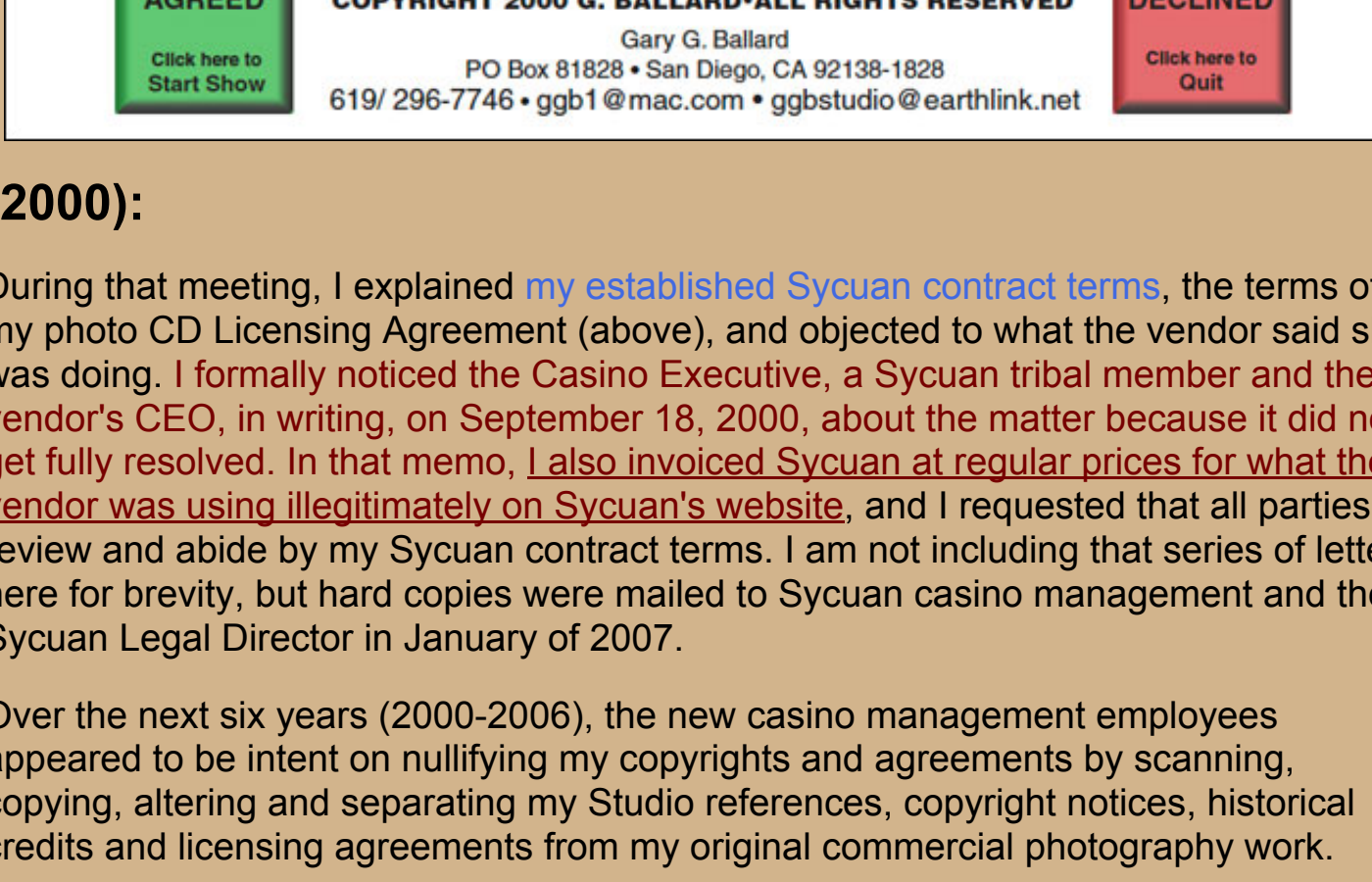
## \*\*\* (1989-2000)

In my 11 years working with the casino's previous casino staff on a near exclusive daily basis (1989-2000), I was never noticed of even a single complaint about my services or goods, and I was always treated fairly and respectfully.

## (2000-2006)

WORKING WITH THE NEW CASINO MANAGEMENT WAS A COMPLETELY DIFFERENT EXPERIENCE:

In my 6 years working intermittently with the new casino managers (2000-2006), I documented a pattern of infringement issues verbally and in writing beginning on June 13, 2000, during my very first meeting with the new Casino Executive and one of his professional vendors: During this meeting, Sycuan's vendor said Sycuan employees had released my "G. PROMO" portfolio CD to her publishing company, and she said she had copied my images off my CD, rubbed my copyright notices off my images, archived them, and was publishing them on Sycuan's website without notice or permission. This is in FLAGRANT BREACH of the prominent studio copyright notice contained in the photo disk which I programmed to open on this specific LICENSING AGREEMENT:

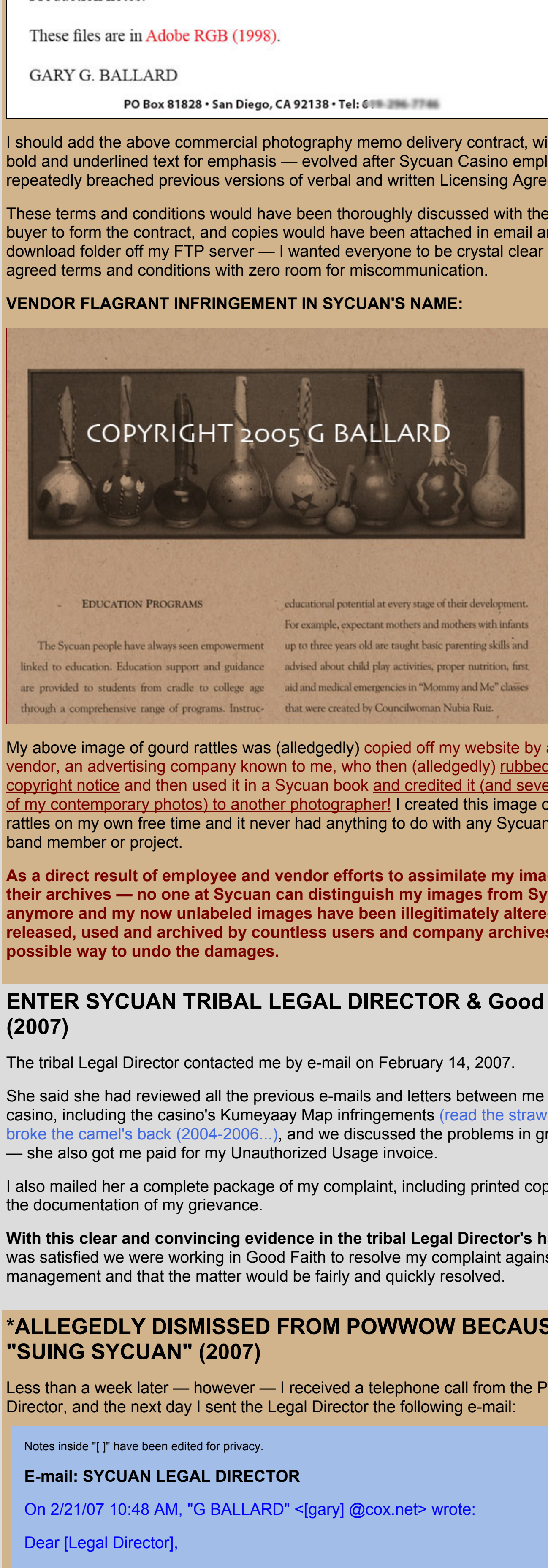


## (2000):

During that meeting, I explained my established Sycuan contract terms, the terms of my photo CD Licensing Agreement (above), and objected to what the vendor said she was doing. I formally notified the Casino Executive, a Sycuan tribal member and the vendor's CEO, in writing, on September 18, 2000, about the matter because it did not get fully resolved. In that memo, I also invoiced Sycuan at regular prices for what their vendor was using illegitimately on Sycuan's website, and I requested that all parties review and abide by my Sycuan contract terms. I am not including that series of letters here for brevity, but hard copies were mailed to Sycuan casino management and the Sycuan Legal Director in January of 2007.

Over the next six years (2000-2006), the new casino management employees appeared to be intent on nullifying my copyrights and agreements by scanning, copying, altering and separating my Studio references, copyright notices, historical credits and licensing agreements from my original commercial photography work.

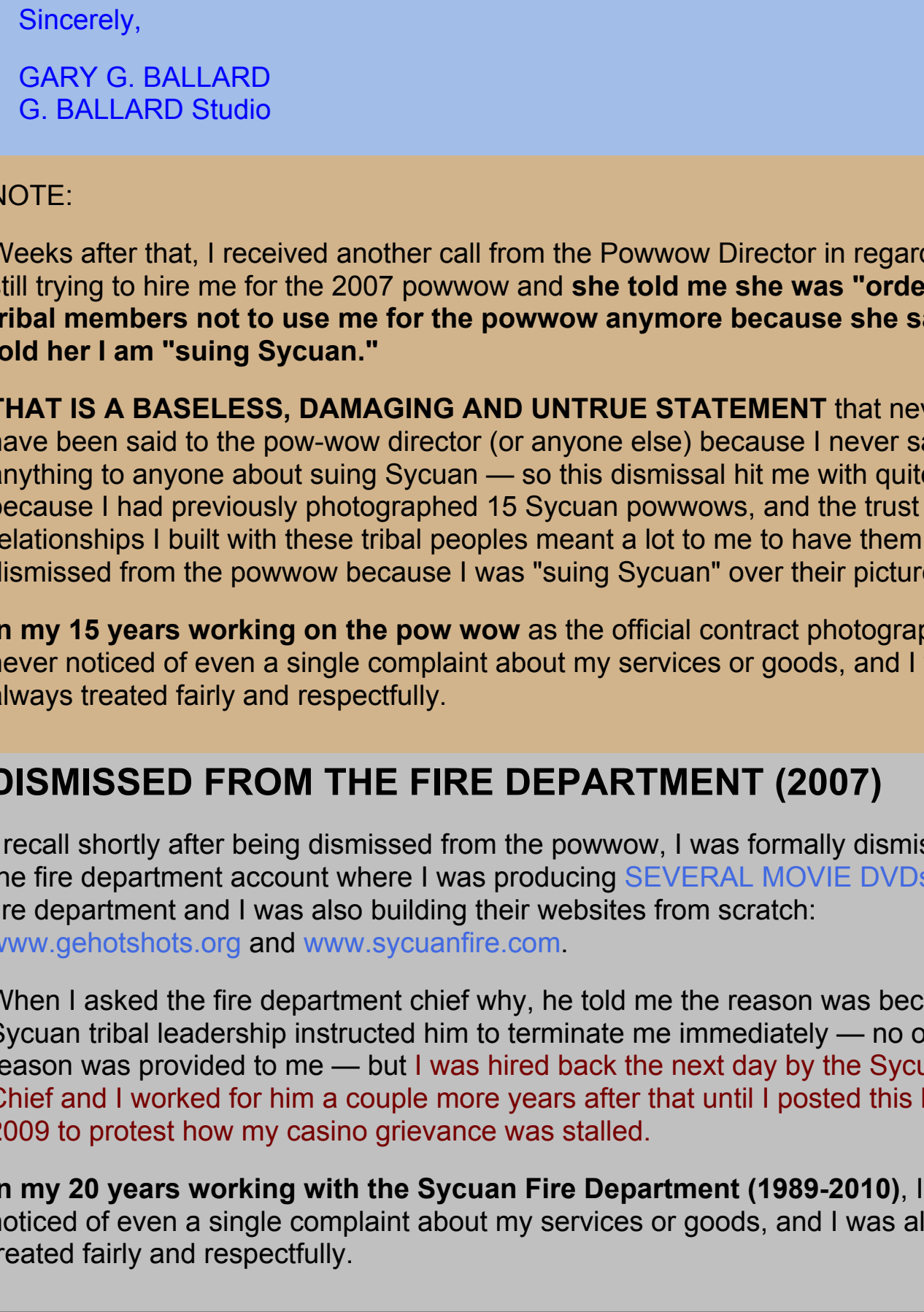
Below Studio licensing is an actual unaltered copy of the CLEAR LICENSING TERMS format I used with Sycuan employees. As anyone can see — my memos are very clear and specific — I put a lot of effort into the business end of my craft.



I should add the above commercial photography memo delivery contract, with colored, bold and underlined text for emphasis — evolved after Sycuan Casino employees repeatedly breached previous versions of verbal and written Licensing Agreements.

These terms and conditions would have been thoroughly discussed with the Sycuan buyer to form the contract, and copies would have been attached in email and the download folder off my FTP server — I wanted everyone to be crystal clear on the agreed terms and conditions with zero room for miscommunication.

## VENDOR FLAGRANT INFRINGEMENT IN SYCUAN'S NAME:



My above image of gourd rattles was (allegedly) copied off my website by a Sycuan vendor, an advertising company known to me, who then (allegedly) rubbed out my copyright notice and then used it in a Sycuan book and credited it (and several other of my contemporary photos) to another photographer! I created this image of gourd rattles on my own free time and it never had anything to do with any Sycuan invoice, band member or project.

As a direct result of employee and vendor efforts to assimilate my images into their archives — no one at Sycuan can distinguish my images from Sycuan's anymore and my now unlabeled images have been illegitimately altered, released, used and archived by countless users and company archives with no possible way to undo the damages.

## ENTER SYCUAN TRIBAL LEGAL DIRECTOR & Good Faith (2007)

The tribal Legal Director contacted me by e-mail on February 14, 2007.

She said she had reviewed all the previous e-mails and letters between me and the casino, including the casino's Kumeaya Map infringements (read the straws that broke the camel's back (2004-2006)...), and we discussed the problems in great detail — she also got me paid for my Unauthorized Usage invoice.

I also mailed her a complete package of my complaint, including printed copies of all the documentation of my grievance.

With this clear and convincing evidence in the tribal Legal Director's hands — I was satisfied we were working in Good Faith to resolve my complaint against casino management and that the matter would be fair and quickly resolved.

## \*ALLEGEDLY DISMISSED FROM POWWOW BECAUSE I AM "SUING SYCUAN" (2007)

Less than a week later — however — I received a telephone call from the Powwow Director, and the next day I sent the Legal Director the following e-mail:

Notes inside "[ ]" have been edited for privacy.

**E-mail: SYCUAN LEGAL DIRECTOR**

On 2/21/07 10:48 AM, "G BALLARD" <[gjarry@cox.net](mailto:gjarry@cox.net)> wrote:

Dear [Legal Director],

Yesterday I received a call from the Sycuan pow-wow director, [name edited], in regards to my invoice 2998 (unauthorized use of pow-wow photos).

Because the related invoices and photos had nothing to do with [name edited], she was understandably confused and concerned about the matter when [casino department] contacted her about 2998 — she seems to think I am suing Sycuan over the pow wow and was told this is now her problem.

I understand this contact occurred since you and I spoke and wrote to each other, and now I am confused.

Could you please take a moment to let me know what is going on there, who I should be discussing this with?

If [name edited] needs to touch this problem then I will need to copy her on all related emails I had with [casino department] (the package) so she can review the contracts, the emails, the clear facts and color that lead me to submit the invoices.

I trust that as legal director you can understand my sensitive position to protect my good professional name and will move swiftly there to get the problems under control and fully resolved.

Sincerely,

GARY G. BALLARD  
G. BALLARD Studio

NOTE:

Weeks after that, I received another call from the Powwow Director in regards to her still trying to hire me for the 2007 powwow and she told me she was "ordered" by tribal members not to use me for the powwow anymore because she said they told her I am "suing Sycuan."

THAT IS A BASELESS, DAMAGING AND UNTRUE STATEMENT that never should have been said to the pow-wow director (or anyone else) because I never said anything to anyone about suing Sycuan — so this dismissal hit me with quite a blow because I had previously photographed 15 Sycuan powwows, and the trust and the relationships I built with these tribal peoples meant a lot to me to have them fire I was dismissed from the powwow because I was "suing Sycuan" over their pictures.

In my 15 years working on the pow wow as the official contract photographer, I was never noticed of even a single complaint about my services or goods, and I was always treated fairly and respectfully.

## DISMISSED FROM THE FIRE DEPARTMENT (2007)

I recall shortly after being dismissed from the powwow, I was formally dismissed from the fire department account where I was producing SEVERAL MOVIE DVDs for the fire department and I was also building their websites from scratch:

[www.gehotshots.org](http://www.gehotshots.org) and [www.sycuanfire.com](http://www.sycuanfire.com).

When I asked the fire department chief why, he told me the reason was because the Sycuan tribal leadership instructed him to terminate me immediately — no other reason was provided for me — but I was hired back the next day by the Sycuan Fire Chief and I worked for him a couple more years after that until I posted this blog in 2009 to protest how my casino grievance was stalled.

In my 20 years working with the Sycuan Fire Department (1989-2007), I was never noticed of even a single complaint about my services or goods, and I was always treated fairly and respectfully.

## ESTIMATE — FAIR PRICE (2008)

Sycuan's initial price to resolve the problems was unrealistically low, so I provided the legal Director with this outlined Estimate to help the council members conceptualize my Sycuan archive (my Sycuan digital archive is now well over 300,000 megabytes, including new Sycuan work added since my initial estimate):

Notes inside "[ ]" have been edited for privacy.

**Letter: To Tribal Council (page 2) BALLARD'S WRITTEN ESTIMATE IN HIS COUNTER OFFER**

December 3, 2008

Sycuan Band of The Kumeayaay Nation  
5459 Sycuan Road  
El Cajon, CA 92019

RE: Sycuan's Offer, E-mail (November 25, 2008)

ATTENTION: [name edited], Sycuan legal director

### FAIR PRICE (based on expert firsthand knowledge)

I have no idea how Sycuan calculated its "fair" price, but as a working expert in these areas, I gave my FAIR PRICE a great deal of forethought.

First, the 190,000-megabyte MOUNTAIN of digital files represent the enormous core investment of my free time — thousands of unfiled hours — I've spent outside of Sycuan invoices working on my goals to preserve, organize, develop the material, and build the Good Will in my 22-year publishing business.

I am a noted CREATIVE ARTIST who specializes in these areas and am personally familiar with every image I photographed, printed, scanned, worked on, archived, released, and published — so I have a publisher's eye to conceptualize the entire collection.

I am a noted DIGITAL EXPERT and have personally opened and carefully examined each of the thousands of digital files contained in the digital archive — so I understand its high-resolution file sizes, sophisticated enhancements, and technical qualities.

I am a noted FILM PHOTOGRAPHER and have expert knowledge of the professional medium-format cameras and films I used to produce the 30,000 plus film negatives — so I have a solid background to comprehend the quality and size of the film archive.

I am a noted PHOTOJOURNALIST, a HISTORICAL WITNESS to the period. The material documents an important period in California Indian history and sets the spotlight on the Sycuan reservation — so it has great historical significance as well — and I have demonstrated the basic potential this material has in telling a powerful Sycuan story.

### GOOD WILL

As they like to say on the "Antiques Roadshow," we like everything about this collection:

- The artist is famous for working in the specialized area.
- The work is technically superb, creatively stylized and brilliant.
- The work documents a key turning point in California Indian history.
- Even the subject matter, Sycuan, adds a great deal of prominence to the collection.
- And from a publisher's view, the massive archive contains clear, exclusive copyright.

### BUSINESS

With unique qualifications — I know what I am talking about and [amount edited] for full rights to own this MOUNTAIN range of digital and film materials, COPYRIGHT and GOOD WILL, is a very conservative price in my opinion.

So substantial don't think I just pulled a number out of a hat to start negotiating because my every instinct tells me this work forms a true cornerstone of a greater, more substantial and priceless work that sooner or later will be recognized as such — I do believe ultimate control of the Sycuan pictures belongs in Sycuan's hands.

My Estimate, December 3, 2008 continued:

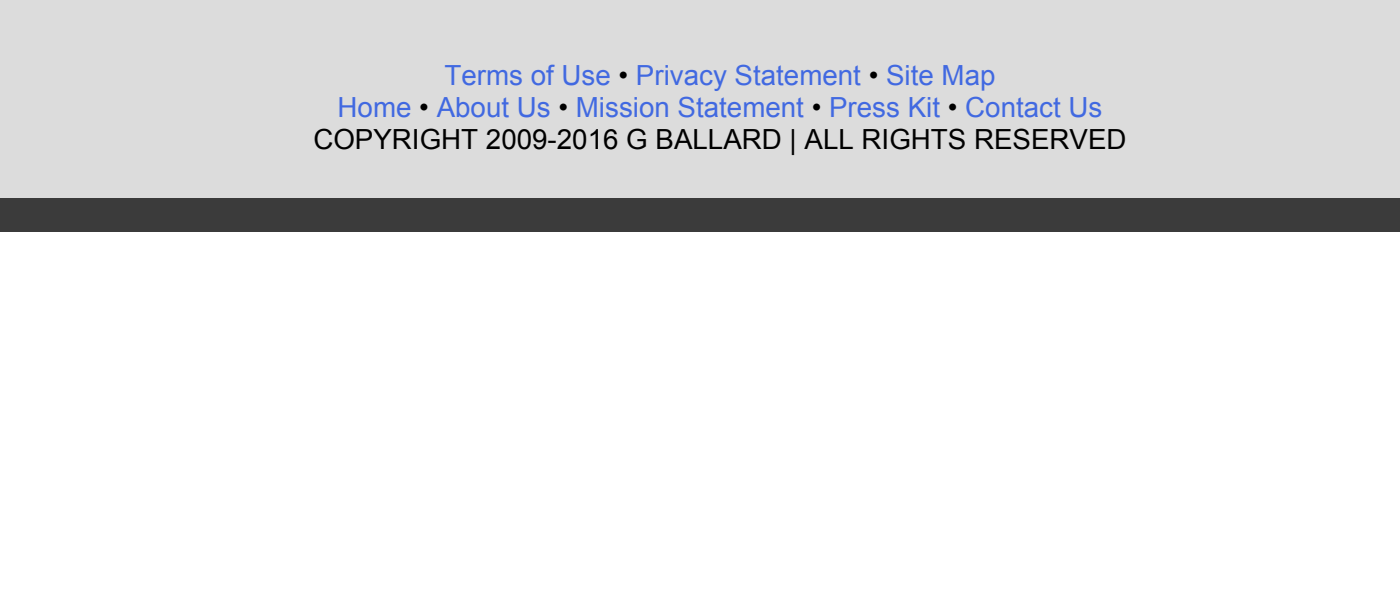
## NINETEEN YEARS OF HARD, DEDICATED WORK FOR SYCUAN & CALIFORNIA INDIAN COMMUNITY — my legacy

Historically, photographers with similar mind-sets and energy typically work in an area for a limited number of productive years and then bequeath their body of work to a favorable institution — or they start their own foundations.

From 1989 to 2003, I shot well over 30,000 professional medium-format film negatives as an independent commercial photographer under contract with Sycuan — I am still currently working with the Sycuan Fire Department on various large multi-media and Web projects as an independent producer.

Since 2003, I have invested well over 2,000 hours of my personal free time (outside of any invoice) converting more than 1,500 of my best Sycuan photographs over to high resolution digital scans to build, organize and promote a professional-quality historical archive to serve Native and non-Native communities.

From 2004-2008, I spent an additional 4,000 hours of my personal free time building the massive 250,000 megabyte KUMEYAAY.INFO multimedia archive and website. And I have not taken even a single dollar off that website.



## POWWOW PICTURES — I photographed 15 Sycuan Powwows

Much of the commercial value of my Sycuan archive is in my pow-wow pictures — their timeless good will to publishing archives and historians over centuries. My photographs provide a unique image library of near endless source material for branding, advertising, design.

Just consider the price for licensing exclusive rights to ONE IMAGE to a commercial artist or for a casino logo — thousands of dollars — then calculate a price for copyright to ONE POWWOW....

### SYCUAN TRIBAL PICTURES

I documented nearly every tribal function from 1989-2000.

### SYCUAN CASINO PICTURES

I documented a lot casino history from 1989-2002, including construction, lifestyle, guests, public relations, advertising, personnel, events, boxing and concerts.

### SYCUAN EDUCATION PICTURES

I shot nearly all the existing still and video photography up until 2003 for the D.Q. University at Sycuan, now the Kumeayaay Community College.

### CALIFORNIA INDIAN GAMING — political

I (and my camera) was there.

Consider the historical aspect documenting a critical turning point in California Indian history with the voter gaming initiatives.

### SYCUAN 2003-2009 — digital camera used

I went completely digital around 2003 and have since shot several Sycuan powwows — and produced a mountain of multimedia work for the Sycuan Fire Department.

### SYCUAN FIRE DEPARTMENT

The contracts also involve my legal copyright to some 20,000 digital photographs, movie DVDs, and websites [www.gehotshots.org](http://www.gehotshots.org) - [www.sycuanfire.com](http://www.sycuanfire.com) that I produced for the fire department.

### PAID FOR IN THE NORMAL COURSE OF BUSINESS

Your chairman previously argued that Sycuan had already somehow paid for the pictures "in the normal course of business" which I already addressed above (read the contract...).

## NUTS & BOLTS — my mammoth digital Sycuan archive

Digital imaging on this level and magnitude — well over 190,000 megabytes of high resolution files — is actually a lot of work that very few people can conceptualize or appreciate the time and expertise involved in producing it, but I tried to illustrate my points to the Tribal Council in a previous writing (excerpts):



BEFORE & AFTER (2002 Poster/Magazine Art, for example) — 6x4.5 format film original, 16-bit drum quality scans, 5,550 x 4,500 pixel dimensions, 37 layers, over 20 hours Photoshop work to produce finished image. Original invoice paid \$350 for one-time rights to use this signature for the 2002 pow-wow (far below the 20 hours I spent putting my creative signature on it).

### MOTIVATION & COMMITMENT TO THE SYCUAN PEOPLE

I invest this kind of extreme time and effort in my work because I own the copyright to it — I **didn't own my Sycuan work** — I would have had little reason to preserve the negatives for 19 years, and I certainly would not have invested thousands of hours of my free time into growing, organizing, and promoting my Sycuan work on anything near this commercial level.

I OPERATE MY BUSINESS THIS WAY because it gives me a financial and promotional investment in my name hoping the fruits of my labor are useful to people now to keep a roof over my head, and far into the future to ensure my legacy.

My free community service Web work has been paying substantial dividends to Sycuan since 2004 when I founded KUMEYAAY.INFO — no one can dispute this if they know what's been going on the past six years on my related Web sites.

The people who I've actually worked with at Sycuan have always witnessed my positive attitude and generous hard-working nature first hand.

They are the people who understand my commitment to Sycuan and they know how I do business — in fact — because I've exceeded nearly every contract I've ever performed for Sycuan.

This work continues to grow BECAUSE the people I work with at Sycuan inspire me to do my best work, and I want to knock their socks off producing their work.

## SYCUAN ARCHIVE BASED ON THESE TYPES OF DIGITAL FILES

My 190,000 megabyte digital archive is based on these types of files, under my Proposal, Sycuan gets all the hi-resolution, layered, editable master files.

I know this is hard for most people to understand or how to make the images work for Sycuan, but these are remarkable and useful high-quality files — and I've proven that.



SOPHISTICATED DIGITAL ENHANCEMENTS — All 6x4.5 original film photos, 16-bit drum quality scans; Unbilled Color Guard poster 7,916 x 7,916 pixels, 25 layers, 15hrs; Unbilled Stephanie Naming poster 7,611 x 11,412, 6hrs (research); 2001 Poster/Magazine Art) Nez Perce Dancer 6,992 x 5,188 pixels, 50 layers, 30hrs (repairing a misfire of the flash and extensive retouching and levels enhancements).

## DAMAGE CONTROL:

I actually had quite a bit of positive communication with the Legal Director and was satisfied with our every conversation that she was listening, working on creative solutions and acting professionally in Good Faith.

Here is one such letter where I voiced my most serious concern:

Notes inside "[ ]" have been edited for privacy.

**Letter: To Tribal Council (excerpt, page 2) DAMAGE CONTROL**

October 30, 2008

Sycuan Band of The Kumeayaay Nation  
5459 Sycuan Road  
El Cajon, CA 92019

RE: Sycuan's Offer, E-mail

ATTENTION: [name edited], Sycuan legal director

### DAMAGE CONTROL

A large percentage of my business is based on Sycuan and I've always held up my parts of the contracts and provided Sycuan with my very best personal service.

As such, I am extremely concerned about any and all unwarranted words against my good name and/or how I've done business on the reservation.

### My greatest concern is:

**However the Tribal Council decides to address these problems will no doubt influence sensitive cross-cultural perceptions that will either help repair the good reputation I've earned at Sycuan, or it may worsen the problems and cause irreversibly damage to my good name in the Indian community that I have selflessly served — which in turn may effectively destroy my business and my ability to earn a living.**

**They may also easily damage or bring down my greater work, KUMEYAAY.INFO, or prevent me from pursuing my greatest life endeavors in this area.**

I mention damage control here because it will need to be a crucial part of any forward movement regarding a fair resolution of these issues.

**And as Grandma would say, "That's the writing on the wall."**

End of Attachments, April 1, 2012

### September 3, 2012

I heard from someone who mentioned my complaint to someone related to it who was told they should not "hold on" to such things — what a profound statement that is.

Unfortunately I do not have the luxury of "letting go" my property or a mental switch to silence my Inner Voice.

It's ironic because the people I respect most have "held on" to their Dreams and Morality despite their personal circumstances (good or bad) — that's how my mother brought her children up, by "holding on" and by "moral example."

Just a thought...