

The Scheme to Steal the Tribe's Money

In anticipation of Mr. Payment's anticipated victory (Bouschor had Mitchell Research conduct several illegal election polls that concluded Payment would win unless Bouschor went negative with salacious mailings), Defendant Bouschor and the Key Employees devised and implemented a secret scheme to allegedly "terminate" the Key Employees and pay them severance pay under their employment agreements if Defendant Bouschor lost.

The plan began on May 19, 2004, when the Tribe held a primary election to reduce the number of candidates running for the position of Tribal Chairman from five to two. The two candidates receiving the most votes were Defendant Bouschor and Aaron Payment. Mr. Payment came in first, beating Defendant Bouschor. On the morning after the primary election results became final, May 26, 2004, Defendants Bouschor, Green and Jannetta – sensing a potential defeat — called Defendant Miller Canfield (the Tribe's law firm) and asked it to start drafting new employment contracts, which would say that the Tribe fired the seven, paid them "severance pay" and released them from liability. They provided a sample for Miller Canfield to use as a template. They also asked Miller Canfield to draft an opinion letter that said that Defendant Bouschor had the authority to do this without the knowledge or approval of the Tribal Board.

Defendant Miller Canfield went to work with two of the Tribe's lawyers – General Counsel Defendant Green and his chief assistant, Defendant Jannetta. Over the course of the next two weeks, they drafted, redrafted, edited, reviewed, e-mailed and revised severance agreements. They even drafted a so-called opinion letter that said the Chairperson could do this without the Board's approval.

On June 9, 2004, Defendant Miller Canfield e-mailed final versions of the Severance Agreements to Defendant Green's personal e-mail. They all met at an attorney's office in Sault Ste. Marie and signed the Severance Agreements. The Severance Agreements contain numerous provisions not included in the Employment Agreements. Among other things, the Severance Agreements allow the allegedly terminated employee to revoke them depending on the election results. Are you really terminated if you get to choose to come back to work?