

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
LAFAYETTE DIVISION**

RANDALL N. MARTIN,	)	Case No.:
	)	
Plaintiff,	)	<b>42 U.S.C. § 1983 COMPLAINT</b>
v.	)	
	)	<b>28 U.S.C. § 2201 COMPLAINT</b>
ROBERT A. GOLDSMITH, Individually,	)	
AND As Sheriff of Tippecanoe County,	)	<b>STATE LAW TORT COMPLAINT</b>
Indiana,	)	
	)	
And	)	<b>JURY DEMAND</b>
	)	
PATRICK HARRINGTON, Individually,	)	
AND As Prosecutor of	)	
Tippecanoe County, Indiana,	)	
	)	
And	)	
	)	
JASON BISS, Individually, AND	)	
As Chief Deputy Prosecutor of	)	
Tippecanoe County, Indiana,	)	
	)	
And	)	
	)	
TIPPECANOE COUNTY, INDIANA	)	
BOARD OF COMMISSIONERS,	)	
	)	
And	)	
	)	
STATE OF INDIANA,	)	
	)	
Defendants.	)	

**COMPLAINT FOR DAMAGES, ACTION FOR DECLARATORY JUDGMENT AND  
INJUNCTIVE RELIEF, AND DEMAND FOR TRIAL BY JURY**

**I. INTRODUCTION AND STATEMENT OF FACTS**

1. This is an action for declaratory relief, injunctive relief, and damages pursuant to 28 U.S.C. § 2201, 42 U.S.C. § 1983, and other state law based upon a pattern of retaliation, abuses and violations by Defendants that deprived Plaintiff, Randall N. Martin (hereinafter, “MARTIN”), of his

constitutional and state law rights. MARTIN is a former Lieutenant and 14-year veteran of the Tippecanoe County Sheriff's Office, with an exemplary record of service.

2. Throughout the course of his tenure with the Tippecanoe County Sheriff's Office, MARTIN received numerous promotions, commendations, and public acknowledgements resulting from his dedication to protecting the citizens of Tippecanoe County. MARTIN was looked to for mentorship and guidance, both formally and informally, and held many certifications, titles, awards, and recognitions for his exemplary service over the years.

3. Defendant, Robert A. Goldsmith (hereinafter, "GOLDSMITH"), was elected Sheriff of Tippecanoe County in November 2018. GOLDSMITH was elected in somewhat unexpected fashion, following a hotly-contested political campaign which polarized many of the employees in the Tippecanoe County Sheriff's Office.

4. GOLDSMITH took office in January 2019, while MARTIN was still employed by the Tippecanoe County Sheriff's Office. During or immediately following GOLDSMITH's campaign for office, MARTIN filed departmental complaints against several Tippecanoe County Sheriff's Officers, including but not limited to Lt. Travis Dowell, for campaigning on behalf of GOLDSMITH while on duty and in uniform, in violation of clearly established state law and departmental policy. Lt. Dowell and others invited MARTIN to participate in this improper activity, and then plotted retribution along with GOLDSMITH when MARTIN declined to participate and/or filed complaints.

5. As a result of MARTIN's actions in filing the aforementioned complaints, in 2020 and 2021, GOLDSMITH subjected MARTIN to various forms of retaliation for a perceived lack of political loyalty, including, but not limited to, subjecting MARTIN to a bogus internal affairs investigation. This investigation was conducted with regard to MARTIN's arrest of two intoxicated and belligerent individuals—even though no external complaint had been filed by any civilian involved in the incident. GOLDSMITH acted egregiously and with calculated malicious intent to leverage

both the threat of investigation, and the manner in which the preliminary stages of the investigation were conducted, to publicly humiliate, embarrass, and defame MARTIN in an effort to pressure MARTIN out of his employment with false, misleading and otherwise defamatory disciplinary charges and, even worse, publication and/or threatened publication of the alleged findings.

6. As a county police officer, MARTIN held a property interest in his employment of which, pursuant to Ind. Code § 36-8-10-11, 42 U.S.C. § 1983, and the Fourteenth Amendment to the United States Constitution, he could not be deprived without procedural due process. Unlike many officers faced with disciplinary charges, MARTIN chose to exercise his due process rights and stand up against the cronyism, politics and corruption existing within the Tippecanoe County Sheriff's Office by requesting a public hearing on all charges, specifically afforded to him by the provisions of Ind. Code § 36-8-10-11(a).

7. MARTIN viewed himself as working in service to the Tippecanoe County Sheriff's Office and the people of Tippecanoe County, as opposed to working in political service to GOLDSMITH. MARTIN's views in this regard were inconsistent with the culture which GOLDSMITH was promoting and demanding from his deputies. MARTIN was thus viewed as an obstacle by GOLDSMITH and his cronies, because MARTIN was widely well-regarded and respected in the Tippecanoe County Sheriff's Office for his dedication to ethical service to the community, to the Tippecanoe County Sheriff's Office, and to his colleagues.

8. In response to MARTIN's request for a public hearing, GOLDSMITH, in concert with Defendant Prosecutor Patrick Harrington (hereinafter, "HARRINGTON") and Defendant Chief Deputy Jason Biss (hereinafter, "BISS"), took actions to ensure that MARTIN never received the hearing to which he was entitled pursuant to both State and Federal statutory and constitutional law.

9. Prior to GOLDSMITH's election, internal affairs investigations in the Sheriff's Office had typically been assigned to an administrative lieutenant and an administrative sergeant, as a means of completely separating internal affairs investigations from criminal investigators and criminal investigations. The purpose of this separation was to avoid all actual, perceived, or potential conflicts of interest and/or any appearance of impropriety, and further to ensure that all investigations were conducted in compliance with applicable laws.

10. Upon his election as Sheriff of Tippecanoe County, and prior to initiating any investigations or proceedings against MARTIN, GOLDSMITH fundamentally altered the framework and procedure for internal investigations within the Tippecanoe County Sheriff's Office by relieving the administrative personnel formerly assigned to those duties and hand-selecting Lt. Travis Dowell, the chief participant in the political impropriety alleged by MARTIN in his administrative complaints, to serve both as Lieutenant of Detectives and the lead Internal Affairs Investigator for the Sheriff's Office. Dowell was selected for these positions by GOLDSMITH as a reward for his political loyalty to GOLDSMITH, despite Dowell's own history of misconduct, which includes a felony indictment involving domestic violence.

11. GOLDSMITH's actions in placing Lt. Dowell in charge of both internal affairs investigations and the Detective Bureau, which worked closely with all deputies on patrol, allowed GOLDSMITH to gain greater personal leverage over the conduct of the employees of the Tippecanoe County Sheriff's Office. The presence of this structure within the Tippecanoe County Sheriff's Office allowed GOLDSMITH to further his intentions of effecting retribution upon those who had opposed him politically prior to his election.

12. In the fall of 2020, GOLDSMITH assigned two deputies who had personal and substantial conflicts of interest to conduct the "investigation" regarding MARTIN. Again, this "investigation" stemmed from MARTIN's involvement in an incident involving intoxicated persons

whom MARTIN, in his judgment and discretion as a law enforcement officer, believed to have presented a threat to themselves and/or other Tippecanoe County residents. No external complaints were ever submitted to the Tippecanoe County Sheriff's Office as a result of this incident; the "investigation" was initiated independently by GOLDSMITH himself.

13. Despite the readily apparent conflict of interest, Lt. Travis Dowell, in his newly appointed position as lead Internal Affairs Investigator, was assigned to investigate MARTIN's role in the incident.

14. Also assigned to investigate MARTIN's role in the incident was Lt. Donnie Miller, who was the subject of a previous sexual harassment investigation involving misconduct including but not limited to a chain-of-command complaint reported by MARTIN. Thus, Lt. Miller also had a known motive to pursue retribution against MARTIN. Lt. Miller was also assigned to the night shift at the time, with known intentions to seek a position on the day shift. MARTIN had a higher level of seniority than Lt. Miller, which means that Lt. Miller's best chance at obtaining the next available day shift position would be for MARTIN to exit or be removed.

15. Despite conflicting results from independent reviews of the incident in question, and proceeding solely in reliance on the findings of Lts. Dowell and Miller, GOLDSMITH ultimately elected to suspend MARTIN pending completion of the "investigation," without the presentation of formal written disciplinary charges.

16. GOLDSMITH elected to notify MARTIN of his suspension by sending Chief Deputy Terry Ruley and Capt. John Ricks to MARTIN's place of part-time employment, the Town of Dayton, where MARTIN had served for eight years as a Deputy Town Marshal. Department policy would ordinarily have required the notice to be sent to MARTIN via certified mail, but Chief Deputy Ruley and Capt. Ricks advised that there were no documents available at that time and that GOLDSMITH must not have been done with the charges yet.

17. While MARTIN was on duty at the Town of Dayton, in the evening and after normal business hours, Chief Deputy Ruley and Capt. Ricks personally appeared in order to inform MARTIN of his suspension. Chief Deputy Ruley and Capt. Ricks demanded that MARTIN leave his post in the Town of Dayton immediately in order to return his Tippecanoe County-issued equipment—on the day before Christmas Eve—instead of simply waiting until the next shift when MARTIN could have received the charges in the ordinary course of business, as had been the usual practice of the Sheriff. This method of delivering notice caused humiliation, embarrassment, and inconvenience to MARTIN and was calculated to directly slander MARTIN’s reputation in the eyes of his part-time employer, the Town of Dayton.

18. MARTIN was assigned a hearing date before the Tippecanoe County Sheriff’s Office Merit Board, as required by the provisions of Ind. Code § 36-8-10-11.

19. Prior to the completion of MARTIN’s investigation and the scheduled hearing date, GOLDSMITH further influenced the investigatory process by manipulating the composition of the Tippecanoe County Sheriff’s Merit Board, which has been established in compliance with Ind. Code § 36-8-10-3. GOLDSMITH had a unique ability to significantly harm MARTIN’s interests in this regard, because GOLDSMITH, by statute, has the ability to appoint three (3) members of the Merit Board, constituting a majority.

20. Prior to the completion of MARTIN’s investigation and the scheduled hearing date, GOLDSMITH “retired” and/or replaced certain members of the Merit Board which would have been scheduled to hear MARTIN’s case. Not coincidentally, the Merit Board members who were replaced by GOLDSMITH were familiar with MARTIN, had historically voted to hire, promote and/or commend MARTIN, and were known to have respect for MARTIN’s work. GOLDSMITH acted to replace those members with his own newly hand-picked members.

21. As the public hearing date approached, GOLDSMITH continued to slander MARTIN's reputation by issuing press releases to local media outlets that were embarrassing and humiliating and improperly portrayed MARTIN in an unfavorable light.

22. The aforementioned press releases were published in print, on television and online, and are now part of MARTIN's permanent life, affecting his reputation forever and impairing his ability to obtain gainful employment—an outcome which GOLDSMITH, based on his retaliatory animus, clearly intended.

23. As an example, GOLDSMITH personally ensured that significant portions of relevant and potentially exculpatory bodycam footage regarding the alleged misconduct of MARTIN were not released to the public, in furtherance of GOLDSMITH's goal to slander MARTIN's reputation and pressure him to abandon his hearing or, alternatively, resign from employment.

24. Additionally, GOLDSMITH, in collaboration with HARRINGTON and BISS, abused his position of authority to facilitate the referral of the jaded internal affairs investigation of MARTIN to a Special Prosecutor for further criminal investigation. This referral was made almost six months after the occurrence of the events in question and, not coincidentally, just a few weeks before the scheduled date for the public hearing which MARTIN had requested.

25. In the face of the late referral to the Special Prosecutor which, given its public visibility, would have further diminished and harmed MARTIN's reputation and future employability, MARTIN approached GOLDSMITH, through counsel, and indicated he would be willing to resign his position with the Tippecanoe County Sheriff's Office upon the condition that all allegations of misconduct against him were withdrawn.

26. The Special Prosecutor found no basis for any action against MARTIN, but not until after this final, baseless threat forced MARTIN to give up his right to a hearing and resign while the Special Prosecutor investigation was pending, as GOLDSMITH knew it would.

27. Pursuant to MARTIN's request, and in an action which allowed GOLDSMITH to avoid a public hearing at which GOLDSMITH's pattern of political retaliation, abuses, and other violations of law could have come to light, GOLDSMITH agreed to withdraw all of the charges of misconduct against MARTIN in exchange for MARTIN's resignation. The agreements were reduced to a contract.

28. The Agreement to Resolve Employment between MARTIN and GOLDSMITH was executed on April 28, 2021, effective May 3, 2021, and is attached to this Complaint as Exhibit "A."

29. In part, MARTIN based his decision to resign from employment with the Tippecanoe County Sheriff's Office (foregoing all of the seniority and associated benefits which he had accumulated in 14 years of service) in reliance on his legitimate and previously-vetted expectation of an ability to move to a position of full-time employment as Deputy Marshal with the Town of Dayton, where he was employed in a part-time capacity at the time.

30. In a continued planned, calculated, coordinated effort to not only end MARTIN's career with the Tippecanoe County Sheriff's Department, but also to significantly harm MARTIN's ability to continue to serve as a law enforcement officer in any capacity at any location, with full knowledge of the scope of discussions surrounding MARTIN's resignation, and with full knowledge of their obligations to withdraw all charges of misconduct against MARTIN pursuant to the Agreement to Resolve Employment, GOLDSMITH, HARRINGTON, and BISS subsequently prepared and issued a Disclosure of Information pursuant to *Brady v. United States*, 397 U.S. 742 (1970) and/or *Giglio v. United States*, 405 U.S. 150 (1972), (attached to the Complaint as Exhibit B, hereinafter, "the Brady-Giglio Disclosure" or "the Disclosure").

31. The Disclosure unnecessarily and maliciously, with intent to further embarrass and humiliate MARTIN and minimize MARTIN's level of employability by other police departments, refers to MARTIN as "...now former Lt. Randy Martin...;" states that MARTIN was scheduled for



a public hearing on April 29 and 30, 2021; and states that he resigned from employment on April 28, 2021.

32. The Disclosure then proceeds to list, in a document *intended for public disclosure*, each and every false, misleading, unproven allegation of misconduct against MARTIN that was contained in the Defendant Sheriff's Charging Notice but withdrawn by written contractual agreement in exchange for MARTIN's agreement to forego his procedural due process rights afforded by State and Federal statutory and constitutional law.

33. None of the aforementioned statements, representations or information contained in the Disclosure regarding MARTIN constitute properly disclosable information pursuant to *Brady v. United States*, 397 U.S. 742 (1970) and/or *Giglio v. United States*, 405 U.S. 150 (1972).

34. GOLDSMITH, HARRINGTON, and BISS conspired to draft and publish the Disclosure with precision timing to ensure that MARTIN did not learn of it prior to executing his resignation and the Agreement to Resolve Employment, so as to achieve the greatest possible harm against MARTIN by completely depriving him of an ability to respond to the allegations in a public forum.

35. Not coincidentally, the Disclosure was prepared and disseminated by Defendants to the members of the Tippecanoe County Bar on May 3, 2021, the very day the Agreement to Resolve Employment became effective.

36. Further, HARRINGTON and BISS filed the Disclosure as a matter of public record in dozens of cases in which MARTIN was involved in an arrest, which enables the Disclosure to be seen by all counsel, judges, parties and any other person who reviews the publicly-accessible online docket for any of such case.

37. The Defendants also directly communicated the Disclosure to MARTIN's part-time employer of eight years, the Town of Dayton, Indiana.

38. In order to ensure that MARTIN's future employability would be harmed by the Defendant's actions, and in an act that can only be explained by retaliatory animus, BISS directed an email, along with the Disclosure, to MARTIN's supervising officer in the Town of Dayton. BISS's email detailed his opinions with regard to the perceived impact of the Disclosure on the Tippecanoe County Prosecutor's ability to prosecute suspects arrested by MARTIN. BISS's email states, "Ofc. Martin's disciplinary issue dealt with both use of force and his veracity as his reports on the incident were inaccurate. His truthfulness would come out at possibly any and all trials—which would hurt his credibility in front of a jury."

39. BISS went on to state that the Disclosure would render MARTIN's testimony as a key witness "...unusable—proving disastrous to our success on a conviction."

40. At no time did BISS, HARRINGTON, or GOLDSMITH even notify the Town of Dayton that all allegations of misconduct against MARTIN had been withdrawn by agreement of GOLDSMITH, let alone honor the terms of the Agreement to Resolve Employment by *actually withdrawing* the charges of misconduct and taking no further action pursuant to or in furtherance of those charges.

41. As a further deprivation of MARTIN's rights to procedural due process, not only had all allegations against MARTIN never been proven, and had in fact been withdrawn, no one from the Tippecanoe County Prosecutor's Office ever took the time to even speak to MARTIN regarding the events in question, his report, the bodycam footage, or any other relevant, and potentially exculpatory, matter.

42. Moreso, HARRINGTON and BISS have specifically declined multiple requests by MARTIN, via his counsel, to engage in conversation to discuss the events in question, thus intentionally depriving themselves of full information and depriving MARTIN of even an informal shred of procedural due process.

43. As a result of the Disclosure and representations from BISS, The Town of Dayton has not only declined to hire MARTIN in a full-time capacity, despite his years of prior service and legitimate expectation of the Town's willingness to do so prior to the issuance of the Disclosure, but has also suspended MARTIN from his part-time duty, leaving him completely unemployed. Again, MARTIN relied in part on an ability to maintain employment with the Town of Dayton in making the decision to resign from employment with the Tippecanoe County Sheriff's Office.

44. MARTIN has been unable to secure employment as a law enforcement officer in any capacity since his suspension in Dayton. As an example, MARTIN has been expressly rejected from consideration for employment as a law enforcement officer in the Town of Flora, despite having been proactively recruited by the Town of Flora prior to the issuance of the Disclosure. It should be noted that the Town of Flora is located in Carroll County, Indiana, and therefore should not be subject to the influence of GOLDSMITH and/or any other Tippecanoe County official.

45. Upon information and belief, GOLDSMITH provided the Town of Flora with false, misleading and defamatory information regarding MARTIN during his application process that caused MARTIN to lose the opportunity for employment with the Town of Flora.

46. As a result of the issuance of the Disclosure, and the media smear campaign and defamatory representations made by GOLDSMITH which remain present in the sphere of information readily available to the general public, MARTIN has been unable to find comparable gainful employment of any kind outside of law enforcement.

## **II. JURISDICTION AND VENUE**

47. This is an action for injunctive relief and damages pursuant to 42 U.S.C. § 1983 based upon the continuing violations of Plaintiff's rights under the U.S. Constitution.

48. Jurisdiction exists pursuant to 28 U.S.C. § 1331 and based on 42 U.S.C. § 1983 and questions of federal constitutional law. This Court also has jurisdiction under the Declaratory

Judgment Act, 28 U.S.C. §§ 2201(a) and 2202. Supplemental jurisdiction of Plaintiff's state law claims is also present, pursuant to 28 U.S.C. § 1367.

49. Venue is proper as is personal jurisdiction in the Northern District of Indiana, as all relevant events and the conduct of Defendants occurred in the Tippecanoe County, Indiana, which is located within the Northern District of Indiana.

50. MARTIN is an individual who is a lifelong resident of Lafayette, Tippecanoe County, Indiana and who, in all circumstances relevant to this Complaint, was employed by and/or sought employment with law enforcement agencies located in Tippecanoe and Carroll Counties in Indiana.

51. GOLDSMITH is an individual who, at all relevant times, was the duly elected Sheriff of Tippecanoe County, Indiana. At certain times relevant to Plaintiff's claims, GOLDSMITH represented himself to act and did act, properly or improperly, in his official capacity as Sheriff of Tippecanoe County, Indiana.

52. HARRINGTON is an individual who, at all relevant times, was the duly elected Prosecutor of Tippecanoe County, Indiana. At certain times relevant to Plaintiff's claims, HARRINGTON represented himself to act and did act, properly or improperly, in his official capacity as the Prosecutor of Tippecanoe County, Indiana.

53. BISS is an individual who, at all relevant times, was the Chief Deputy Prosecutor of Tippecanoe County, Indiana. At certain times relevant to Plaintiff's claims, BISS represented himself to act and did act, properly or improperly, in his official capacity as Chief Deputy Prosecutor of Tippecanoe County, Indiana.

54. Defendant Tippecanoe County Board of Commissioners is a unit of local government capable of suing and being sued, as defined by I.C. §36-1-2-23, and is required to indemnify Tippecanoe County officials and employees against judgments relating to official misconduct pursuant to I.C. §34-13-4-1, including claims such as those raised by MARTIN herein.

55. Defendant State of Indiana was, at all relevant times, required to indemnify and defend HARRINGTON and BISS against claims of this type, pursuant to I.C. §§33-39-9-3 and 33-39-9-4.

**III. STATEMENT OF CLAIMS: FEDERAL AND STATE LAW CAUSES OF ACTION FOR MONETARY AND OTHER DAMAGES**

**COUNT ONE: FRAUDULENT INDUCEMENT**

56. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 55 as if fully rewritten herein.

57. GOLDSMITH, HARRINGTON, and BISS acted willfully, wantonly and with malice and intent to defraud MARTIN when they surreptitiously planned and calculated to publish the *Brady-Giglio* Disclosure regarding MARTIN, only after he executed his resignation from the Tippecanoe County Sheriff's Office and Agreement to Resolve Employment.

58. Defendants acted with actual knowledge and intent to deceive and defraud MARTIN out of his clearly established right to a public hearing concerning the disciplinary charges and his employment, knowing that he would never give up those rights if he knew they planned to file the *Brady-Giglio* Disclosure.

59. Together, Defendants fraudulently induced MARTIN into executing the Agreement to Resolve Employment on April 28, 2021, which ended both MARTIN's employment and his opportunity for a public hearing regarding the allegations contained in GOLDSMITH's Charging Notice, which were copied in the Disclosure.

60. In coordinating with GOLDSMITH to fraudulently induce MARTIN into signing his resignation before filing the Disclosure, HARRINGTON and BISS acted outside of the scope of any legitimate duties of the prosecutor's office.

61. Pursuant to Indiana law, because he was fraudulently induced into entering into the Agreement to Resolve Employment, MARTIN is entitled to affirm and enforce the contract, retain

all benefits of the bargain to which he is entitled, and claim damages as a result of Defendants' failure to adhere to its terms.

**COUNT TWO: CONSPIRACY, COLLUSION AND CORRUPTION**

62. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 61 as if fully rewritten herein.

63. GOLDSMITH, HARRINGTON, and BISS communicated and calculated to secretly surprise MARTIN with the publishing of the Disclosure only after he agreed to relinquish his employment with the Tippecanoe County Sheriff's Office, along with his statutorily- and Constitutionally-protected right to procedural due process regarding the disciplinary charges against him.

64. The act of publishing the Disclosure on the exact date Plaintiff Martin's resignation and Agreement To Resolve Employment became effective (May 3, 2021) when, based on the allegations contained in the Disclosure, the Disclosure could conceivably have been published (subject to MARTIN's objections or efforts to oppose it) on any date within the six (6) month period of the improper and abusive Internal Affairs investigation of MARTIN, is a bold act of deception achieved by Defendants, who agreed to act together to accomplish this unlawful goal for the specific purpose of harming MARTIN based on his refusal to acquiesce politically to GOLDSMITH.

65. HARRINGTON and BISS willfully and intentionally agreed to prepare and time the publication of the Disclosure in coordination with GOLDSMITH to help GOLDSMITH with his personal objectives of winning and maintaining election to the Office of the Tippecanoe County Sheriff, and were not related to any discernable public benefit or good other than that which could be gleaned from their own political affiliations to GOLDSMITH.

66. The intentional actions of GOLDSMITH, HARRINGTON, and BISS in secretly communicating, planning and coordinating the publishing of the Disclosure were taken outside of any

legitimate duties of the prosecutor's office and constitute a civil conspiracy, collusion and corruption of public office for personal gain.

67. Pursuant to Indiana law, governmental immunity will not protect a public employee (which GOLDSMITH, HARRINGTON, and BISS are) if the public employee's actions are not taken in good faith and without corrupt motives or purpose, or are otherwise outside the scope of the public employee's employment.

### **COUNT THREE: STATE LAW ABUSE OF PROCESS**

68. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 67 as if fully rewritten herein.

69. Defendants GOLDSMITH, HARRINGTON, and BISS acted in concert to publish the Disclosure regarding MARTIN for the ulterior motive and purpose of continuing GOLDSMITH's pattern of retribution and retaliation against MARTIN and/or to otherwise benefit GOLDSMITH personally and politically.

70. The publishing of the Disclosure was an intentional, willful, wanton and malicious act and was not a proper use of the process of *Brady-Giglio* Disclosures, thus constituting an abuse of that process by GOLDSMITH, HARRINGTON, and BISS.

71. In diverting the *Brady-Giglio* Disclosure process from its intended purpose to support the unlawful goals of GOLDSMITH, HARRINGTON and BISS acted outside of the scope of any legitimate duties of the prosecutor's office. Pursuant to Indiana law, governmental immunity will not protect a public employee (which GOLDSMITH, HARRINGTON, and BISS are) if the public employee's actions are not taken in good faith and without corrupt motives or purpose, or are otherwise outside the scope of the public employee's employment.

#### COUNT FOUR: BREACH OF CONTRACT

72. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 71 as if fully rewritten herein.

73. Defendant Goldsmith contractually agreed to withdraw all charges of misconduct against Plaintiff Martin prior to the publication and dissemination of the *Brady-Giglio* Disclosure via the Agreement to Resolve Employment, executed April 28, 2021 and effective May 3, 2021 (*see* Exhibit “A”). An agreed resolution to a pending legal matter (or, in this case, a quasi-legal administrative proceeding) is clearly an enforceable contract pursuant to Indiana law.

74. The Agreement to Resolve Employment (*see* Exhibit “A”) states at Section 2:

**2. Acceptance of Resignation and Withdrawal of Charges.** The Sheriff accepts Martin’s resignation and withdraws the charges that are pending before the Merit Board of the Department.

75. While agreeing to withdraw the charges of misconduct, GOLDSMITH and/or those within his control were willfully and maliciously promoting and participating in the drafting, the preparation, and ultimately the dissemination of the Disclosure containing those identical charges, in breach of the Agreement to Resolve Employment with MARTIN, on the very day it became effective.

76. MARTIN has been significantly harmed as a result of his detrimental reliance on the agreement that GOLDSMITH would withdraw all allegations of misconduct, as, in reliance on the agreement, MARTIN elected to resign from employment and forego the procedural due process to which he would otherwise have been entitled. Thus, MARTIN now has no legitimate avenue for redress of GOLDSMITH’s breach of said agreement other than litigation.

77. MARTIN has further been significantly harmed in an ongoing manner by GOLDSMITH’s breach of the agreement, to the extent that he can no longer be employed by other law enforcement agencies due to GOLDSMITH’s failure to withdraw the allegations of misconduct and corresponding actions taken on the basis of said allegations of misconduct in an alternative forum.



Further, should MARTIN remain unemployed by any law enforcement agency as of December 31, 2022, he risks losing even his most basic law enforcement certification because no law enforcement agency is reporting his continuing education credits. Thus, even though MARTIN may have an available remedy at law through the recovery of damages, the ongoing nature of the harm renders this remedy inadequate. Accordingly, MARTIN should be entitled to seek specific performance of the Agreement to Resolve Employment, which would effectively require that all allegations of misconduct be withdrawn and render the *Brady-Giglio* Disclosure completely baseless, necessitating its withdrawal.

#### **COUNT FIVE: DEFAMATION**

78. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 77 as if fully rewritten herein.

79. GOLDSMITH, HARRINGTON, and BISS intentionally published knowingly false and defamatory statements and information about MARTIN to colleagues, to members of the Tippecanoe County Bar, to members of the general public, to the Town of Dayton (MARTIN's employer at the time), and to at least one prospective employer, with malice and for the purpose of causing him harm and loss.

80. As a result of Defendant's conduct, MARTIN has suffered harm and damages including, but not limited to, harm to his personal and professional reputation, a lower standing in the professional and private communities, a loss of current and future employability, a significant hindrance to future business dealings, humiliation, and embarrassment.

81. In knowingly and intentionally issuing defamatory and misleading statements and representations regarding MARTIN through press releases during the course of an Internal Affairs investigation, and continuing with their mass distribution of the Disclosure and communications with the Town of Dayton and the Town of Flora, GOLDSMITH, HARRINGTON, and BISS have conspired to slander and defame MARTIN's reputation, to the extent that he is entitled to damages.

82. All actions taken and statements made by GOLDSMITH, HARRINGTON, and BISS were made purely for the purpose of pressuring MARTIN to forego his opportunity to bring to light the improper motives of GOLDSMITH in taking actions against employees for personal political gain. Pursuant to Indiana law, governmental immunity will not protect a public employee (which GOLDSMITH, HARRINGTON, and BISS are) if the public employee's actions are not taken in good faith and without corrupt motives or purpose, or are otherwise outside the scope of the public employee's employment.

**COUNT SIX: TORTIOUS INTERFERENCE WITH BUSINESS  
RELATIONSHIP**

83. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 82 as if fully rewritten herein.

84. In or about early May, 2021, GOLDSMITH and/or others within his control as Sheriff and executive of the Tippecanoe County Sheriff's Office, in concert with HARRINGTON and BISS, prepared, disseminated, published, communicated, or distributed the *Brady-Giglio* Disclosure, as well as additional statements regarding the *Brady-Giglio* Disclosure and MARTIN, to the Town of Dayton.

85. GOLDSMITH, HARRINGTON, and BISS took these actions intentionally and with full knowledge that Plaintiff was relying on his 8-year employment relationship with the Town of Dayton as a means of securing future full-time employment with the Town, the likelihood of which was a contributing factor in his decision to forego statutorily- and Constitutionally-protected due process and resign his employment with the Tippecanoe County Sheriff's Office.

86. GOLDSMITH, HARRINGTON, and BISS intentionally forwarded the *Brady-Giglio* Disclosure, accompanied by a corresponding analysis of its impacts, to the Town of Dayton, with full knowledge that distribution of these materials to the Town of Dayton would interfere with MARTIN's current and prospective future employment with the Town of Dayton.

87. Defendants' conduct in interfering with MARTIN's employment relationship by distributing the *Brady-Giglio* Disclosure containing false information, fortifying the *Brady-Giglio* Disclosure with an email analysis that the *Brady-Giglio* Disclosure would be "disastrous" to future prosecutions on MARTIN's arrests, and failing to disclose to the Town of Dayton that all allegations had been withdrawn, was unjustified and constitutes tortious interference with MARTIN's business relationship with the Town of Dayton. Said interference caused MARTIN to be indefinitely suspended from his part-time employment and lose the opportunity for full-time employment, and otherwise be harmed and damaged.

88. GOLDSMITH similarly interfered with MARTIN's opportunity for employment with the Town of Flora, Indiana, by communicating similar information in similar fashion to the Town of Flora, between June and August, 2021, causing MARTIN damages, loss and harm.

89. Defendants' conduct in preparing and disseminating the Disclosure and communicating with the Town of Dayton and the Town of Flora constituted actions outside of the legitimate duties of their respective offices, conducted largely for GOLDSMITH's personal political gain. Pursuant to Indiana law, governmental immunity will not protect a public employee (which GOLDSMITH, HARRINGTON, and BISS are) if the public employee's actions are not taken in good faith and without corrupt motives or purpose, or are otherwise outside the scope of the public employee's employment.

**COUNT SEVEN: INVASION OF PRIVACY – FALSE LIGHT**

90. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 90 as if fully rewritten herein.

91. The conduct of GOLDSMITH, HARRINGTON, and BISS in disseminating the *Brady-Giglio* Disclosure to members of the Tippecanoe County Bar Association, the Town of Dayton, the Town of Flora, and others portrayed MARTIN in a false light that would be highly offensive to

any reasonable person and, as such, constituted an invasion of his privacy resulting in personal, emotional, and other harm, loss and damages.

92. Defendants' conduct in preparing and disseminating the Disclosure and communicating with the Town of Dayton constituted actions outside of the legitimate duties of their respective offices, conducted largely for GOLDSMITH's personal political gain. Pursuant to Indiana law, governmental immunity will not protect a public employee (which GOLDSMITH, HARRINGTON, and BISS are) if the public employee's actions are not taken in good faith and without corrupt motives or purpose, or are otherwise outside the scope of the public employee's employment.

**COUNT EIGHT: DEPRIVATION OF PROCEDURAL DUE PROCESS PURSUANT TO 42 U.S.C § 1983 AND THE FOURTEENTH AMENDMENT TO THE UNITED STATES CONSITUTION**

93. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 92 as if fully rewritten herein.

94. GOLDSMITH acted under color of law when he assigned investigators to MARTIN's case who had clear conflicts of interest with and/or retaliatory animus against MARTIN's interests, reconfigured the composition of the Tippecanoe County Sheriff's Merit Board to favor a determination unfavorable to MARTIN in the event that a public hearing had been held, placed misleading and defamatory information in the public sphere concerning MARTIN during the course of a pending investigation, initiated a special prosecution and/or criminal investigation against MARTIN, and pressured MARTIN into resigning from employment and foregoing his statutorily- and Constitutionally-protected right to procedural due process, pursuant to a contractual agreement which GOLDSMITH ultimately failed to honor.

95. Further, GOLDSMITH, HARRINGTON, and BISS were acting under color of law when they surreptitiously planned, calculated, conspired, and timed the preparation of, and dissemination of, the *Brady-Giglio* Disclosure regarding MARTIN.

96. GOLDSMITH, HARRINGTON, and BISS acted in concert to ensure that MARTIN *first* gave up his lawful right to his disciplinary hearing challenging the false allegations made by GOLDSMITH in the Sheriff's Disciplinary Notice and gave up his employment with the Tippecanoe County Sheriff's Office, *before* the *Brady-Giglio* Disclosure was published or made known to MARTIN.

97. As a county police officer, MARTIN held a property interest in his employment of which, pursuant to Ind. Code § 36-8-10-11, 42 U.S.C. § 1983, and the Fourteenth Amendment to the United States Constitution, he could not be deprived without procedural due process. The conduct of GOLDSMITH, HARRINGTON, and BISS in deceiving MARTIN into giving up his employment with the Tippecanoe County Sheriff's Office and his right to his disciplinary hearing, all while believing he had cleared his name and his employment future with the contractual withdrawal of the disciplinary allegations against him, constitutes a deprivation of MARTIN's clearly established Fourth and Fifth Amendment Due Process rights, and otherwise violates the United States Constitution, as a result of which he has been harmed, damaged and suffered losses.

#### **COUNT NINE: STATE LAW AGENCY**

98. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 97 as if fully rewritten herein.

99. Defendant, Tippecanoe County, Indiana Board of Commissioners, is a unit of local government capable of suing and being sued, as defined by I.C. §36-1-2-23, and is required to indemnify Tippecanoe County officials and employees against judgments relating to official misconduct pursuant to I.C. §34-13-4-1, including claims such as those raised by MARTIN herein.

100. Defendant Tippecanoe County Board of Commissioners is thus vicariously liable to indemnify and defend against complaints which arise from the actions of GOLDSMITH and employees of the Tippecanoe County Sheriff's Office taken within the scope of their duties.

101. Defendant State of Indiana was, at all relevant times, required to indemnify and defend HARRINGTON and BISS against claims of this type, pursuant to I.C. §§33-39-9-3 and 33-39-9-4. Defendant State of Indiana is thus vicariously liable to indemnify and defend against complaints which arise from the actions of HARRINGTON and BISS taken within the scope of their duties.

**IV. PRAYER FOR RELIEF: COUNTS ONE THROUGH NINE**

102. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 101, as if fully rewritten herein.

103. As a result of Defendants' conduct, MARTIN has suffered harm, loss, and damage, past and present, and will continue to suffer such in the future.

104. MARTIN has suffered loss of past, present, and future employment; loss of past, present, and future wages; and loss of past, present, and future benefits, including, but not limited to, seniority, pension contributions, and insurance and retirement benefits.

105. MARTIN has incurred directly related costs, expenses, and attorney fees dealing with the fallout from his suspension in the Town of Dayton, confronting the *Brady-Giglio* Disclosure in pending criminal matters where he is an arresting officer, and otherwise.

106. MARTIN suffers continued loss of employment opportunity, decreased employability, and harm to relationships that lead to employment, along with a loss of certifications which has decreased, and could virtually eliminate, his ability to obtain future employment in law enforcement.

107. MARTIN reasonably expects to continue to suffer unemployability in law enforcement and severe underemployment as a result of Defendants' actions. MARTIN has suffered

loss of reputation, invasion of privacy, and loss of standing in the community, both personal and professional.

108. MARTIN has endured and suffered great personal and professional humiliation and embarrassment, disruption of professional, personal, and family relationships, emotional pain, and distress.

109. MARTIN has suffered other harm, damage, and loss and reasonably expects such harm, damage and loss to continue into the future.

110. At all times relevant to MARTIN's claims, GOLDSMITH, HARRINGTON, and/or BISS acted willfully and maliciously in a manner that exceeded the scope of their official capacities and responsibilities, which negates any contention that the actions were taken in the course of their official employment and accordingly subjects them to punitive damages.

111. The conduct of GOLDSMITH, HARRINGTON, and BISS in using deceit and collusion with respect to the publication and filing of the *Brady-Giglio* Disclosure subjects them to a penalty under I.C. §33-43-1-8(b) of treble damages in favor of MARTIN as a person who has been injured by their deceit and collusion.

112. The conduct of GOLDSMITH, MARTIN, and BISS violated MARTIN's constitutionally protected Due Process rights, while acting under color of law and, as such, entitle Plaintiff to an award of attorney fees under 42 U.S.C. §1983 and 42 U.S.C. §1988.

WHEREFORE, Plaintiff, Randall N. Martin, demands judgment as follows:

- (a) Grant a permanent injunction enjoining Defendants, their officers, successors, assigns, and all persons in active concert or participation with them, from further use of the *Brady-Giglio* Disclosure related to MARTIN;
- (b) Compensatory damages, including but not limited to back pay, front pay, compensation for loss of employment opportunity and loss of employability, compensation for harm to

reputation, and any other form of compensation deemed just and proper to MARTIN herein;

- (c) Treble damages against GOLDSMITH, HARRINGTON, and BISS as noted in ¶111, *supra*;
- (d) Punitive damages against GOLDSMITH, HARRINGTON, and BISS as noted in ¶110, *supra*;
- (e) All costs and attorney fees as allowed by law;
- (f) Any and all other relief, including any prospective injunctive relief, to which MARTIN is entitled; and
- (g) Any further relief as the Court deems necessary and proper in the public interest.

**V. ACTION FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

113. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 112 as if fully rewritten herein.

114. A real, legitimate and substantial controversy exists between MARTIN and Defendants such that they are legally adverse, and the controversy immediately warrants declaratory judgment and such other relief as may be necessary and proper under 28 U.S.C. §§ 2201(a) and 2202.

115. MARTIN is entitled to an immediate declaration that the *Brady-Giglio* Disclosure prepared and disseminated by Defendants regarding him (Exhibit B) is null and void, and should be immediately rescinded and/or withdrawn, on the basis that:

- a) its disclosures are in direct breach of contract terms contained in the Agreement to Resolve Employment executed between MARTIN and GOLDSMITH;



- b) it was prepared and disseminated by GOLDSMITH, HARRINGTON, and BISS in violation of MARTIN's statutorily- and Constitutionally-protected right to procedural due process;
- c) it was prepared and disseminated by GOLDSMITH, HARRINGTON, and BISS as part of a continuous pattern of retaliation, fraudulent inducement, collusion and corruption between government officials abusing their positions for personal and political gain, and/or purposes unrelated to their official duties; and
- d) even if filed for legitimate purposes, which it was not, none of the false, unproven information contained in the *Brady-Giglio* Disclosure constitutes disclosable information under *Brady v. United States*, 397 U.S. 742 (1970) and/or *Giglio v. United States*, 405 U.S. 150 (1972).

**VI. PRAYER FOR RELIEF: ACTION FOR DECLARATORY AND INJUNCTIVE RELIEF**

WHEREFORE, Plaintiff, Randall N. Martin, demands declaratory judgement as follows:

- (a) An Order from this Court mandating HARRINGTON and BISS, as Prosecutor and Chief Deputy Prosecutor of Tippecanoe County, to fully, completely, and unequivocally rescind the *Brady-Giglio* Disclosure regarding MARTIN from all persons and places to which it was distributed, filed or otherwise published or given.
- (b) An Order for any further relief as the Court deems necessary and proper in the public interest.

**VII. JURY DEMAND**

Plaintiff, Randall N. Martin, hereby requests trial by jury of all claims, issues and causes of action triable thereto.

Respectfully submitted,

\_\_\_\_\_  
/s/ NICHOLAS A. SNOW

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