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7 Office of Disciplinary Counsel

8
9 BEFORE THE COMMISSION ON PRACTICE OF THE
10 SUPREME COURT OF THE STATE OF MONTANA

11 * * * * *

12 IN THE MATTER OF JOHN P. MEYER,
13 An Attorney at Law,
14 Respondent.

} Supreme Court Cause No. _____
} ODC File No. 23-207
} **COMPLAINT**
} **Rules 3.1, 3.3, 3.4, 3.6, 4.1, 8.4, MRPC**

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17 By leave of the Commission on Practice granted on January 7, 2026, the
18 Office of Disciplinary Counsel for the State of Montana (“ODC”), hereby charges
19 John P. Meyer with professional misconduct as follows:

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21 **General Allegations**

22 1. John P. Meyer, hereinafter referred to as Respondent, was admitted to the
23 practice of law in the State of Montana in 2010, at which time Respondent took the
24 oath required for admission, wherein Respondent agreed to abide by the Rules of
25

1 Professional Conduct, the Disciplinary Rules adopted by the Supreme Court, and the
2 highest standards of honesty, justice and morality, including but not limited to, those
3 outlined in parts 3 and 4 of Chapter 61, Title 37, Montana Code Annotated.

4 2. The Montana Supreme Court has approved and adopted the Montana Rules
5 of Professional Conduct (“MRPC”), governing the ethical conduct of attorneys
6 licensed to practice in the State of Montana, which Rules were in effect at all times
7 mentioned in this Complaint.
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9 3. At all times relevant to the Complaint, Respondent operated Cottonwood
10 Environmental Law Center Inc. (a.k.a., Cottonwood Environmental Law Center)
11 (“Cottonwood”).
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13 4. Beginning in 2017, Respondent and Cottonwood were involved, and
14 remain still, in extensive litigation before Gallatin County District Court and U.S.
15 District Court and filed complaints before the Montana Department of
16 Environmental Quality (“DEQ”) and the U.S. Environmental Protection Agency
17 (“EPA”). The proceedings were initiated against numerous public and private
18 entities in Big Sky, including, but not limited to, Big Sky Resort (“Big Sky”),
19 Spanish Peaks Mountain Club (“Spanish Peaks”), Yellowstone Mountain Club
20 (“Yellowstone Club”), and Big Sky Water & Sewer District (“Big Sky District”),
21 and asserted numerous environmental violations against each.
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1 5. ***John Meyer v. Big Sky Resort; Salewa USA, LLC, Cause No. CV-18-2,***
2 **U.S. District Court, Butte Division.** On December 15, 2017, Respondent filed a
3 \$50 million personal injury lawsuit against Big Sky Resort and Salewa USA (maker
4 of ski bindings) regarding a ski wreck at Big Sky.
5

6 6. In October 2019, Salewa settled their part and were released with prejudice
7 from the action according to an unsigned copy of the settlement agreement. In March
8 of 2021, a Montana jury unanimously ruled against the Respondent.
9

10 7. ***Montana Rivers, Gallatin Wildlife Association and Cottonwood***
11 ***Environmental Law Center v. Montana Department of Environmental Quality,***
12 **Cause No. DV-20-200A, Eighteenth Judicial District Court, Gallatin County.**
13 The Plaintiffs sued DEQ alleging it violated the Montana Environmental Policy Act
14 (“MEPA”) by failing to supplement a 2007 environmental impact statement (“EIS”)
15 that the agency had once prepared for a contemplated rulemaking by the Board of
16 Environmental Review.
17

18 8. The Board declined to proceed with that rulemaking in 2013, after
19 many extensions of the notice and comment period, and let the process expire. In
20 2018, Cottonwood and Gallatin Wildlife filed a new petition on the matter, and the
21 Board rejected it, noting the agency’s discharge permitting process already imposed
22 a stringent water quality standard in the Gallatin.
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1 9. The Plaintiffs filed the above lawsuit, and the parties exchanged
2 summary judgment motions. The District Court granted summary judgment to DEQ
3 holding that the Plaintiffs had no viable MEPA cause of action since there was no
4 longer any proposed state action for which to supplement the EIS. Plaintiffs
5 appealed, and the Supreme Court affirmed it on July 5, 2022.
6

7 10. ***Cottonwood Environmental Law Center, et al., v. Big Sky Water &***
8 ***Sewer District, et al., Cause No. CV-20-28, U.S. District Court, Butte Division.***
9 ***(“Big Sky District.”)*** Cottonwood, represented by Respondent, filed a lawsuit in
10 September 2020 against Big Sky District and its general manager alleging
11 Defendants were unlawfully discharging pollutants into the West Fork of the
12 Gallatin River, specifically alleging that lined holding ponds used by the District to
13 store treated wastewater, were leaking into the groundwater and polluting the West
14 Fork.
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17 11. On March 23, 2021, the Court denied Cottonwood’s motion for
18 injunction, which sought to prevent Big Sky District from accepting new sewer
19 connections, and to stop irrigation with reclaimed water.
20

21 12. The claims in the case were bifurcated, with the first claims going to
22 trial on April 25 and 26, 2022. One of the central issues was the volume of leakage
23 from the holding ponds; the jury found in favor of Big Sky District. Respondent filed
24 a Motion for New Trial on June 1, 2022, which the Court denied on September 6,
25

1 2022. Respondent appealed, which was affirmed by the Ninth Circuit Court of
2 Appeals affirmed on November 21, 2023, trial court’s rulings and the jury’s verdict
3 in favor of Big Sky District. Respondent petitioned the Ninth Circuit for rehearing,
4 which was denied January 10, 2024.
5

6 13. News coverage of the ruling noted that the repeated litigation against
7 Big Sky District cost roughly \$1.8 million in legal fees, with the burden of those fees
8 on the local taxpayers.
9

10 14. After the Ninth Circuit denied Respondent’s petition for rehearing in
11 *Big Sky District*, Respondent attempted to vacate the verdict, based again, on the
12 assertion that Defendants had committed fraud. This and other motions continued to
13 be filed in U.S. District Court. Following a motions hearing in June 2025, the U.S.
14 District Court entered an Order July 10, 2025, describing Respondent’s theories of
15 fraud, that they were false, and had been rebutted multiple times.
16

17 15. In the same Order, the judge noted that Respondent’s own expert
18 testified during the April 2022 trial, not only to having accessed the information
19 Respondent alleged had been “hidden,” but that the expert admitted to
20 miscalculating millions of gallons of leakage and was aware of the mathematical
21 mistake, prior to trial. The Court also identified that Respondent himself, contrary
22 to his later assertions, admitted that he had in fact received the “hidden” information
23 10 months prior to the April trial.
24
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1 16. The judge sanctioned Respondent \$7,500; denied Cottonwood’s
2 Motion to Vacate; and required Respondent and Cottonwood to seek leave of the
3 Court before filing any other claims against Big Sky District or its employees. The
4 Court added final remarks that it had received an “anonymous voicemail”
5 encouraging the Court to “do a little homework.”
6

7 17. A jury trial on the remaining claims was held November 20, 2025,
8 which returned a defense verdict regarding the over-irrigation of the Big Sky golf
9 course and pollution of the West Fork.
10

11 18. The news coverage updated details of the costs of Big Sky District’s
12 litigation: “Despite the [Big Sky District] now having won each of the four
13 judgements in suits initiated by Cottonwood since 2020, legal defense fees have now
14 reached \$3.4 million with burden affecting roughly 3,500 Big Sky ratepayers—
15 approximately \$1,000 per customer, according to BSCWSD board chair Brian
16 Wheeler—forcing the district to raise rates and dig into cash reserves amid
17 other costly infrastructure needs.”
18

19 19. *Cottonwood Environmental Law Center, et al., v. Yellowstone*
20 *Mountain Club LLC; Spanish Peaks Mountain Resort, Cause No. CV-21-93,*
21 *United States District Court, Butte Division. (“Spanish Peaks.”)* The December
22 9, 2021, action alleged both Defendants had unlawfully discharged treated sewage
23 water into the West Fork of the Gallatin River. On October 5, 2022, the judge
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1 dismissed Yellowstone Club from *Spanish Peaks*, with prejudice. Around the same
2 time, pursuant to joint agreement, the parties moved to dismiss Spanish Peaks as a
3 defendant. The parties' Consent Decree limited the volume of treated sewage
4 Spanish Peaks could spray and required them to replace specific pond liner on their
5 golf course, among other agreements. By Consent Order November 16, 2022,
6 Spanish Peaks was dismissed from the suit.
7

8 20. Within weeks of settling *Spanish Peaks*, Respondent provided notice
9 of intent to file another lawsuit against them, alleging many of the same facts and
10 issues contained in the initial *Spanish Peaks* litigation.
11

12 21. ***Gallatin Wildlife and Cottonwood v. DEQ and Yellowstone***
13 ***Mountain Club***, Cause No. DV-2021-833, Gallatin County District Court.
14 (***“DEQ Yellowstone.”***) In August 2021, Respondent filed a suit in Gallatin County
15 District Court challenging DEQ's June 2021 decision to issue a Montana Discharge
16 Elimination System to the Yellowstone Club for their use of treated wastewater in
17 snow making operations.
18

19 22. The Plaintiffs, through Respondent, alleged, among other things, that
20 DEQ had violated MEPA by failing to investigate the possible impacts of
21 pharmaceuticals in reclaimed water on surface waters, including the Gallatin River.
22

23 23. By Order dated December 28, 2022, the Court dismissed Plaintiff's
24 claims two through five. On January 26, 2023, the Court denied Plaintiff's request
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1 for injunction against the reclaimed-water snowmaking permit and found
2 Cottonwood’s pharmaceutical allegations to be “a speculative proposition.”

3 24. On June 30, 2023, the Court ruled in favor of the Defendants and
4 Intervenor and against Cottonwood in an Order on Cross-Motions for Summary
5 Judgment. Respondent then sought another injunction, pending appeal, which the
6 Court denied October 13, 2023.

7
8 25. Respondent appealed to the Montana Supreme Court, which court
9 affirmed on May 14, 2024, that Yellowstone Club’s permit for reclaimed-water
10 snowmaking was lawful.

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12 26. *Cottonwood et al. v. Big Sky Water & Sewer, et al., Cause No. DV-*
13 *2022-1121, Gallatin County District Court (“Big Sky District DEQ”).* On
14 December 12, 2022, Respondent filed an Amended Complaint for Declaratory
15 Injunction and Relief, which sought to enjoin Big Sky District and DEQ from
16 accepting or reviewing any new or pending sewer connection applications, and
17 irrigating Meadow Village golf course with treated sewage. The Gallatin County
18 District Court denied Respondent’s Application for Temporary Restraining Order
19 and Preliminary Injunction December 15, 2022.

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22 27. By Order dated June 9, 2023, the Court denied Plaintiff’s request for
23 injunction, noting the Plaintiffs had, “already lost on virtually identical claims in
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1 federal court in their requests for a temporary restraining order, preliminary
2 injunction, and before a jury.”

3 28. On January 2, 2025, the Court granted summary judgment to DEQ and
4 against Cottonwood, finding that DEQ’s investigation into Big Sky District’s storage
5 ponds was adequate and that DEQ’s findings and closure of the investigation were
6 lawful.
7

8 29. **EPA Complaint 2023.** In July of 2023, EPA closed a complaint
9 involving the storage and use of reclaimed water for irrigation by Big Sky District.
10 The EPA concluded there was no conclusive evidence that the West Fork was being
11 polluted.
12

13 30. ***Cottonwood v. Yellowstone Club, Cause No. CV-23-26, U.S. District***
14 **Court, Butte Division. (“*Cottonwood Yellowstone.*”)** On April 26, 2023,
15 Respondent alleged that the Yellowstone Club had violated the Clean Water Act,
16 and Montana’s civil and criminal nuisance laws via its irrigation practices; the claims
17 were similar to those plead against Yellowstone Club in *Spanish Peaks*, that the U.S.
18 District Court had previously denied and where it had dismissed Yellowstone Club
19 as a defendant.
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22 31. Through briefing on motions to dismiss and summary judgment,
23 Respondent learned of controlling authority that precludes a private party from
24 bringing criminal charges. Despite conceding the issue, he failed to dismiss the
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1 charges and continued discussing them and seeking fundraising donations to support
2 his “prosecution.”

3 32. On October 25, 2023, the Court dismissed a substantial portion of
4 Cottonwood’s claims, including those related to criminal charges. On November 22,
5 2024, Defendants filed a Motion for an Order to Restrict Extrajudicial Statements
6 made by Respondent.
7

8 33. The Court held a hearing on this and other motions on December 16,
9 2024. The Court entered an Order on January 9, 2025, granting in part, Defendant’s
10 Motion, and limited the statements Respondent and Cottonwood could make related
11 to expert testimony, their reports and opinions, and the evidence in the case.
12

13 34. On July 21, 2025, the Court denied another attempt by Respondent to
14 obtain an injunction. The Court noted that despite its January 2025 Order about
15 extrajudicial statements, Respondent and Cottonwood had violated the Order several
16 times and had attempted to improperly influence the jury pool using their social
17 media platforms.
18

19 35. Then, for a second time, on October 1, 2025, the Court found that
20 Respondent and Cottonwood had violated the January Order and improperly used
21 social media to influence the potential jury pool. The Court denied Cottonwood’s
22 use of additional experts, granted restriction on Respondent and Cottonwood’s
23 extrajudicial statements, and ordered Cottonwood to pay defense counsel \$3,000.
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1 36. The Pretrial Order was entered on January 6, 2026, with case going to
2 trial February 3-5, 2026; the jury found in favor of Yellowstone Club.

3 37. *Cottonwood Environmental Law Center vs. CH SP Acquisition LLC*
4 *d/b/a Spanish Peaks Mountain Club; Lone Mountain Land Company, Cause No.*
5 *CV-23-28, United States District Court, Butte Division. (“Cottonwood Spanish*
6 *Peaks.)”* In 2023, shortly after the Consent Decree had been entered in *Spanish*
7 *Peaks*, Respondent filed a Complaint alleging Spanish Peaks over-irrigated its golf
8 course and allowed their treated sewage holding pond to pollute the West Fork of
9 the Gallatin River.
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12 38. The Court denied Cottonwood’s request for injunction against Spanish
13 Peaks’ use of reclaimed water for irrigation (which had been authorized by DEQ)
14 and further, dismissed Cottonwood’s claims against Spanish Peaks December 20,
15 2023. On February 13, 2024, the Court denied Cottonwood’s additional request for
16 injunction.
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18 39. **DEQ closes Cottonwood’s complaint against Big Sky District and**
19 **Meadow Village 2024.** Cottonwood filed a complaint against Big Sky District and
20 Meadow Village in May 2022, involving the storage and use of reclaimed water for
21 irrigation by Big Sky District. DEQ concluded that “there is no credible evidence
22 that the [District’s] Ponds are leaking in excess of state design standards,” and that
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1 “the evidence does not support the allegation that the [Meadow Village] is being
2 over-irrigated.”

3 **40. DEQ closes Cottonwood’s complaint against Yellowstone Club.**

4 On August 22, 2024, DEQ “did not observe any evidence that discharges to state
5 water had occurred.”

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7 **41. *Monroe Cameron, et al., individually and on behalf of all others***
8 ***similarly situated v. Cross Harbor Capital Partners, LLC; CH SP Acquisition***
9 ***LLC, d/b/a Spanish Peaks Mountain Club; Yellowstone Mountain Club, LLC;***
10 ***Lone Mountain Land Company; Matt Kidd; Mike Ducuennis; Rich Chandler;***
11 ***Ron Edwards, Cause No. CV-25-33, United States District Court, Butte***
12 ***Division. (“RICO.”)*** The Complaint was filed March 21, 2025, and Respondent
13 alleged the Defendants had engaged in wire and mail fraud by sending fraudulent
14 data to state and federal investigators, regarding the effluent Big Sky District
15 exported to Yellowstone Club and Spanish Peaks for disposal.
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18 **42.** On October 9, 2025, the Court dismissed Cottonwood’s RICO case,
19 finding that there was “no evidence” to support Respondent’s claims. Further, that
20 Respondent and Cottonwood continued to advance baseless fraud theories which
21 had been rejected by the trial court throughout *Big Sky District* and upheld by the
22 Ninth Circuit.
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Count One

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2 43. ODC realleges and incorporates paragraphs 1 through 42 of the
3 General Allegations as if fully restated in this Count One.

4 44. After the jury's verdict in *Big Sky District*, Respondent remained
5 unwilling to accept the judgment and instead, accused the opposing parties and
6 counsel of presenting false evidence and requested a new trial on those grounds.
7 Respondent's theories were repeatedly rejected, yet he continued to pursue them,
8 without a basis in fact or law, and in spite of verifiable evidence.
9

10
11 45. Respondent filed complaints against the Defendants with DEQ
12 alleging that Big Sky District and Yellowstone Club had acted unlawfully. DEQ
13 rejected Respondent's claims, as did the EPA.

14
15 46. While the DEQ complaints were pending, Respondent continued to
16 collaterally attack the Defendants and their employees in state district court, on the
17 same or similar theories. *DEQ Yellowstone* and *Big Sky District DEQ*, were
18 dismissed, in part, on the finding that the issues were barred by claim and issue
19 preclusion. The findings in *DEQ Yellowstone* were upheld by the Montana Supreme
20 Court, who found Yellowstone Club's irrigation practices were lawful.
21

22 47. After Respondent's petition for rehearing was rejected by the Ninth
23 Circuit, Respondent brought *Big Sky District* back to federal court where he moved
24 to vacate the final judgment in favor of Big Sky District, again, due to "fraud on the
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1 court” and filed a RICO lawsuit naming the same parties, and similar allegations,
2 around the same time.

3 48. The judge in *Big Sky District* extensively outlined Respondent’s
4 often-shifting claims. Throughout the 29 page July 10, 2025 Order, the Court pointed
5 to specific evidence in the record refuting Respondent’s claims, “the record before
6 the Court remains devoid of anything resembling a credible claim of misconduct by
7 [Big Sky District],” and further, that Respondent “persists in pushing a baseless
8 fraud theory that has been debunked multiple times three years after trial.” The Court
9 sanctioned Respondent for “reckless misstatements and disregard of facts, combined
10 with the relentless pursuit of an alleged theory of fraud that has been rebutted
11 multiple times.”
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14 49. Once again, the Court found that the District Defendants had not
15 falsified data and that Respondent’s baseless accusations warranted sanctions. The
16 Court ordered Respondent to pay \$7,500 and prohibited Respondent and
17 Cottonwood from filing any further claims against Big Sky District or its employees,
18 without first seeking leave of the Court.
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21 50. The same judge went on to dismiss Respondent’s RICO claim. The
22 Court explained that Respondent had advanced the same baseless allegations of
23 fraud, as was done and decided in *Big Sky District*.
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1 55. After settling *Spanish Peaks*, Respondent emailed Spanish Peaks'
2 counsel, alleging that Spanish Peaks was discharging sewage into the creek. The
3 letter included a video link which Respondent claimed to depict Spanish Peaks using
4 its spray irrigation equipment in an unlawful manner.
5

6 56. Respondent did not disclose that the video had been edited to splice
7 together footage from different days to make it appear as if Spanish Peaks was using
8 irrigation equipment and spraying reclaimed water into a flowing creek on a rainy
9 day. Contemporaneous operator logs verified that the video was inaccurate.
10

11 57. Respondent copied federal and state officials on the letter with the video
12 link. He used the edited footage as a basis to file *Cottonwood Spanish Peaks*, despite
13 having settled with them in relation to this issue earlier, and knowing the video was
14 edited. Respondent failed to inform federal or state officials or the U.S. District
15 Court that the video had been edited and was a false portrayal of his claims.
16

17 58. **Rule 3.3, Candor Toward the Tribunal, MRPC**, says a lawyer shall
18 not knowingly offer evidence that the lawyer knows to be false. If a witness has
19 offered false evidence, the lawyer shall take reasonable remedial measures,
20 including disclosure to the tribunal. Respondent's conduct as outlined above violated
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22 **Rule 3.3.**

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1 72. Respondent has refused to accept and acknowledge court rulings
2 adverse to his position. Respondent continued needlessly and repeatedly pursuing
3 the same rejected and disproven claim against the Defendants in different forums.
4 Respondent's conduct has resulted in extensive and protracted litigation, which has
5 been costly both financially and emotionally to all parties. After the *Big Sky District*
6 jury trial on November 2025, Big Sky District estimated their defense costs had
7 exceeded \$3,000,000.
8

9 73. Respondent presented evidence which he knew to be incorrect at trial.
10 Respondent supplied altered video evidence to federal and state regulatory
11 authorities, as if it correctly depicted Spanish Peaks' activity, and presented the same
12 to U.S. District Court in support of his claims in *Cottonwood Spanish Peaks*.
13

14 74. Respondent continued to make extrajudicial statements about the
15 *Cottonwood Yellowstone* litigation, its experts, and the merits of the case, in
16 violation of the U.S. District Court's Order.
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18 75. Respondent asserted Defendants were under criminal investigation,
19 despite his allegations of criminal and unlawful conduct having been dismissed,
20 and/or denied by state and federal courts, as well as DEQ and the EPA. Both of
21 Respondent's DEQ complaints against Big Sky District and Yellowstone Club were
22 made shortly after judicial findings had been made in their favor and/or against
23 Respondent and Cottonwood.
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1 76. **Rule 8.4(c)(d), Misconduct, MRPC**, provides that it is professional
2 misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or
3 misrepresentation and to engage in conduct that is prejudicial to the administration
4 of justice. Respondent's conduct as noted above violated **Rule 8.4**.

5
6 WHEREFORE, the Office of Disciplinary Counsel prays:

7 1. That a Citation be issued to the Respondent, to which shall be attached a
8 copy of the complaint, requiring Respondent, within twenty-one (21) days after
9 service thereof, to file a written answer to the complaint;

10
11 2. That a formal hearing be had on the allegations of this complaint before an
12 Adjudicatory Panel of the Commission;

13 3. That the Adjudicatory Panel of the Commission make a report of its
14 findings and recommendations after a formal hearing to the Montana Supreme
15 Court, and, in the event the Adjudicatory Panel finds the facts warrant disciplinary
16 action and recommends discipline, that the Commission also recommend the nature
17 and extent of appropriate disciplinary action, including an award of costs and
18 expenses incurred in investigating and prosecuting this matter; and,
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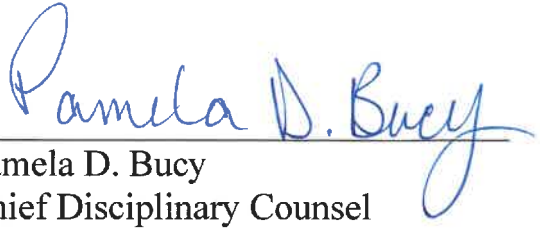
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1 4. For such other and further relief as deemed necessary and proper.

2 DATED this 9th day of February, 2026.

3 OFFICE OF DISCIPLINARY COUNSEL

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5 By:


Pamela D. Bucy
Chief Disciplinary Counsel

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CERTIFICATE OF SERVICE

I, Pamela D. Bucy, hereby certify that I have served true and accurate copies of the foregoing Complaint - Formal Complaint and Citation to Appear to the following on 02-09-2026:

John Phillip Meyer (Attorney)
P.O. Box 412
Bozeman MT 59771
Representing: John Meyer
Service Method: eService

Electronically signed by Cathy Gordon on behalf of Pamela D. Bucy
Dated: 02-09-2026