

1 CAUTIONS IN USING A REALTIME PARTIALLY EDITED TRANSCRIPT

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3 IN A REALTIME PARTIALLY EDITED TRANSCRIPT, YOU MAY
4 SEE THE REPORTER'S RAW SHORTHAND NOTES. CONSEQUENTLY, YOU
5 MAY SEE ERRORS IN CAPITALIZATION AND PUNCTUATION,
6 MISSPELLINGS, SMALL WORDS MISSING (SUCH AS "THE," "IT,"
7 "A"), TRANSPOSED WORDS, DOUBLE WORDS, CONTEXTUAL HEARING
8 MISTAKES, HEARING MISTAKES OF SOUND-ALIKE WORDS, POSSIBLE
9 INCORRECT SPEAKER IDENTIFICATION, AND AT TIMES STENO
10 OUTLINES THAT HAVE NOT BEEN TRANSLATED.

11 BE ASSURED THAT IN THE FINAL EDITED VERSION OF THE
12 TRANSCRIPT, ALL ERRORS ARE CORRECTED. AN UNEDITED OR
13 PARTIALLY EDITED TRANSCRIPT REPRESENTS A FIRST DRAFT AND
14 SHOULD BE USED ACCORDINGLY.

15 THEREFORE, IT IS NOT RECOMMENDED YOU RELY ON THE
16 UNEDITED VERSION AS YOU WOULD A FINAL EVIDENTIARY CERTIFIED
17 TRANSCRIPT. ALTHOUGH AN UNEDITED OR PARTIALLY EDITED
18 TRANSCRIPT WILL BE VERY READABLE AND MOSTLY ACCURATE, IT
19 SHOULD BE USED WITH GREAT CARE.

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1 GABRIELINO-TONGVA TRIBE VS. STEIN

2 ROUGH TRIAL TESTIMONY OF J. STEIN

3 10:55 AM.

4 THE COURT: Gabrielino versus Stein, BC361307,
5 good morning.

6 MS. IBARRA: Good morning Your Honor.

7 MR. FORDYCE: Good morning Your Honor.

8 MS. GOAD: Good morning Your Honor.

9 THE COURT: Counsel make your appearances.

10 MS. IBARRA: Delia Ibarra on behalf of plaintiff
11 Gabrielino-Tongva Tribe.

12 MR. FORDYCE: Good morning Your Honor Niall
13 Fordyce on behalf of Mr. Stein at law offices of Jonathan
14 Stein.

15 MR. STEIN: Good morning Your Honor Jonathan Stein
16 on behalf of SMDC and the Crane Group.

17 THE COURT: Okay thank you. What are we going to
18 do today.

19 MS. IBARRA: I still have some finishing up to do.

20 THE COURT: Clean up.

21 MS. IBARRA: With Mr. Stein.

22 THE COURT: All right Mr. Stein I think we're
23 getting close.

24 MR. STEIN: And then we're hoping is if she
25 finishes before noon maybe a few moments of scheduling
26 discussion.

27 THE COURT: Okay sure we can do that.

28 THE COURT: Okay Mr. Stein you're still under

1 oath?

2 A. Yes Your Honor.

3 THE COURT: All right you may continue.

4 Q. BY MS. IBARRA: Mr. Stein, we've heard testimony
5 about computers that were kept in the tribal office in your
6 law office; is that correct?

7 A. Yes we have.

8 Q. And is that your recollection that there were
9 computers there?

10 A. No.

11 Q. That's not your recollection?

12 A. There was a compute he were but there were not
13 computers.

14 Q. I see. So there was just a singular computer?

15 A. There was nothing singular about the computer,
16 there was one computer there.

17 Q. Okay. So there was one computer and the tribal --
18 would you refer to it as the tribal council offices?

19 A. I would not refer to them as the tribal council
20 offices, that was the tribes administrative office.

21 Q. And it was a separate part of your law offices,
22 right?

23 A. My law offices had several rooms, I had one, two,
24 three, four Five rooms in my law office, just as an
25 accident of what the building had available and was willing
26 to let cheaply and so we set aside one room to be used only
27 for the tribes purposes. The computer in that room was not
28 networked with any of the other computers in the office as

1 well.

2 Q. What kind of applications were on that computer?

3 A. I don't recall.

4 Q. Did it have a word program or something foreword
5 processing?

6 A. It had -- it had at a minimum the mika soft office
7 which is word and excel and whatever else is in the minimum
8 package and it also had Quickbooks because the Quickbooks
9 had to be used for check entry and check printing and of
10 course it had a printer that could print out checks for the
11 tribe.

12 Q. Did it have a document management system for
13 keeping documents or storing them?

14 A. Well word has its own document management system.
15 Now we're on the cloud but at that time the document
16 management system was just your set up by word under my
17 documents and every document you created in the Microsoft
18 office would go directly into that.

19 Q. Do you know what happened to that computer?

20 A. Yes.

21 Q. Can you tell me what happened to that computer?

22 A. After downloading its hard drive onto other media,
23 it was donated to a school in the L.A. Unified School
24 District by my IP guy. Everybody that is a client of his,
25 he takes their computers, does work that the LAUSD will
26 require, just all for out of the goodness of his heart and
27 donates a computer to the school in a way that can be used
28 by some of the poorer schools in the district.

1 THE COURT: So who did the downloading?

2 A. Niels -- Niels Neiderheim, Neiderheimer. I can
3 look it up.

4 THE COURT: and who did you see had he work for?

5 A. He was my IP guy, he work for himself.

6 THE COURT: so he is the IP guy, so why is he
7 going into the tribal office and downloading and selling or
8 donating the computer?

9 A. Under the authority of the tribal council that we
10 thought was the same tribe at the time Linda Candalaria.

11 THE COURT: So Linda Candalaria authorized Niels
12 Neiderheim to take it, and Neils downloaded it and donated
13 it to a school. Why did he bother doing that?

14 A. No, no. Forgive me. They didn't bother doing any
15 of that.

16 THE COURT: Okay.

17 A. But at a certain point, you know did you mean
18 computers, I always buy my computers at Dell, they last
19 three years and they're really well made so you can go a
20 fourth and fifth year but eventually you have to get rid of
21 the computer otherwise it will destroy itself, you mean
22 they're not manufactured to last forever and as I said
23 today, we're on the cloud so that's not a problem now.

24 THE COURT: right?

25 A. But back in the technology of those days had you
26 to change computers, by that time --.

27 THE COURT: so Linda Candalaria said on her -- I
28 want to change the computers now so I'm going to download

1 it and give away the old one and so where's the new one?

2 A. There was no new one so by that time, we're now
3 talking maybe two years after the -- after all the events
4 that we've heard about in 2006, maybe two years later, I
5 was fully confident that I was dealing with the same real
6 party in interest, the opposite of what the jury is.

7 THE COURT: Okay so you thought this was the real
8 tribal in other words the Candalarias?

9 A. And on top of that rebel we had as well --

10 THE COURT: sew you were dealing with the real
11 Candalarias why didn't you get the new computer, reload the
12 stuff and keep going?

13 A. Because at that time it was no longer necessary or
14 expedient to put it on the tribes computers, nobody from
15 the tribe came in to -- to do that. So -- and that's
16 number one. Number 2, the most important thing were the
17 membership records and those were by that time on the cloud
18 with another vendor, Dan Wegner of Wegner works. So those
19 were, if you have the password you can see them today, it's
20 the exact same records from 2006 updated continually by the
21 Candalaria group and showing as -- as showing the people
22 that have left the Candalaria group and went to the Dunlap
23 group. Again as judge.

24 THE COURT: So who has all the information then,
25 does Linda Candalaria have all that?

26 A. Nods.

27 THE COURT: oh okay?

28 A. And remember it was --.

1 THE COURT: we should have gotten all the
2 documents from her I suppose, meaning you have automatic?

3 A. Yeah.

4 THE COURT: defense and plaintiff should ask
5 Ms. Canned hey bring all the documents in here you have it
6 download on a disc or a thumb drive or something that way
7 we won't have any Issues as to authenticity of documents,
8 completion of documents, attachment here and there, you
9 know is this a PP, is this a reprint, you know, maybe we
10 should bring her back.

11 MR. FORDYCE: Your Honor I think that presupposes
12 a thoroughness on Ms. Candalaria's part that might not have
13 been manifest.

14 THE COURT: Well if Niel need who's is an IP
15 person who did it it would be complete.

16 MR. FORDYCE: Well I think Her Honor is assuming
17 that what he downloaded is -- he did a complete download.

18 THE COURT: Of course it's a I.L.G. P person.

19 MR. FORDYCE: What did he download.

20 THE COURT: Whatever was in there.

21 MS. IBARRA: Well here's the other thing, I need
22 from the testimony, you have said the most important
23 records why the membership records but did it also download
24 everything else, is that your testimony?

25 A. The membership records were, the membership
26 records were taken by Dan we go [TPHER], we had the papers
27 in the office and the membership records were -- were also
28 in notebooks and then we had the database which is still

1 available bypass word protection and which have been
2 updated since 2006, [STPHAOERDZ] yes?

3 A. After 11 years most -- there's been a [HAOUPBL]
4 turnover in addresses and all the rest. Most of the
5 members had left -- for the Dunlap group the 236 [#*] 237,
6 [TK*] about 200 of them came back to the Candalaria group
7 so out of the original members in September of 2006.

8 MS. IBARRA: I'm going to move to strike?

9 A. About a third of them.

10 MS. IBARRA: nonresponsive.

11 THE COURT: okay what was the original question.

12 MS. IBARRA: my original [TWE] was I understand
13 the testimony about the membership records, my -- I'm
14 asking about the other records that were in the computer.

15 THE COURT: you have mean records other than
16 membership records.

17 MS. IBARRA: yeah there's resolutions.

18 THE COURT: what's your question about those
19 records.

20 MS. IBARRA: exactly, what happened to those
21 records. The testimony is that the membership records were
22 downloaded. My question is what happened to all the other
23 records?

24 A. Sure. The tribal council took all of the
25 resolutions, there were --.

26 THE COURT: not the hard copies, we're talking
27 about the computer downloaded records, not the hard copies
28 because we -- I understand -- I guess from my point of view

1 and I don't -- I'm sorry.

2 MS. IBARRA: that's fine.

3 THE COURT: we have a lot of incomplete records, a
4 lot of unsigned records and I'm not criticizing one side or
5 the other, you both have incomplete records?

6 A. Sure.

7 THE COURT: attachments aren't there, just -- and
8 if there's a place where these records exist in their
9 original form, such as the downloading from -- by Niel need
10 which was apparently giving to Linda Candalaria maybe
11 that's a place we can find all the records in their
12 original form and I won't have to rely on well this
13 incomplete record and this unsigned record and attachments
14 missing here and there and -- so that's sort of where I'm
15 coming from?

16 A. Sure.

17 THE COURT: in terms of trying to get to these
18 records because it is a very Old case. So I guess -- I
19 don't know if that's where you're trying to go but that's
20 what I'm trying to get.

21 MS. IBARRA: I'm trying to get to a similar place.

22 THE COURT: okay so the question is where are the
23 balance of those records, are they in the possession of
24 Linda Candalaria again, all the records of the tribe --.

25 THE COURT: not hard copies, I'm talking about the
26 computer records?

27 A. Okay. The L.A. Sheriff served on the computers
28 and took computers, several computers into its possession.

1 THE COURT: so what's your testimony, L.A. Sheriff
2 has the computer records?

3 A. The L.A. Sheriff then turned over --.

4 THE COURT: no the questions?

5 A. I'm answering the court, forgive me Your Honor I'm
6 just trying to trying to cooperate.

7 THE COURT: it's yes or no. Okay it's yes or no?

8 A. No.

9 THE COURT: does the L.A. Sheriff have all the
10 records?

11 A. No.

12 THE COURT: okay so why doesn't the L.A. Sheriff
13 have the records?

14 A. Because they were turned over to Linda Candalaria.

15 THE COURT: okay?

16 A. As -- first they were turned over to SMDC, forgive
17 me, SMDC pursuant to the writ of attachment and SMDC turned
18 them over to Lydia Anderson canned who at the time of the
19 turnover we thought she was the real party in interest, we
20 thought that the tribes 1700 members were represented by
21 her because at a -- out of 1700 odd members only about 30
22 of them were not represented by her.

23 THE COURT: okay so you're?

24 A. The overwhelming image gee.

25 THE COURT: testimony is Linda Candalaria has the
26 balance of all the records that were in the computer in the
27 tribal offices? I just want to be -- I just want to be
28 clear that's what you're saying, regardless of how far it

1 got there that's what you're saying is where they are right
2 now?

3 A. If she's kept them then I believe that would be
4 the case.

5 THE COURT: okay so.

6 MS. IBARRA: okay.

7 THE COURT: so Linda Candalaria is the person.

8 Q. BY MS. IBARRA: is this despite the fact that the
9 writ was provisional and it wouldn't be final until -- is
10 that correct that the writ was provisional, is that your
11 understanding of it?

12 A. There is no such thing as a provisional writ of
13 attachment, it's a writ of attachment, you get possession
14 of things pending the resolution of the lawsuit, that's why
15 it's such an incredibly high legal standard to fulfill.

16 Q. Right.

17 A. But judge bide-er man found that the legal
18 standard was fulfilled, issued a writ -- issued a right to
19 attach order.

20 THE COURT: which is provision A1, those
21 attachment orders are provisional?

22 A. They are -- it depends on how you use provisional
23 Your Honor but the Sheriff treated.

24 MS. IBARRA: objection legal argument?

25 A. Yeah.

26 THE COURT: sustained?

27 A. Once again I don't know what to do.

28 THE COURT: I just --?

1 A. I simply don't photograph what the court wants me
2 to do and I [PHOEU] apologies to the court.

3 Q. BY LEFT1: well so did you think that the writ was
4 final before the litigation was over.

5 MR. FORDYCE: vague and ambiguous as to final and
6 calls for a legal conclusion.

7 THE COURT: I'm not sure I understand your
8 question, did you think.

9 Q. BY MS. IBARRA: did you think that you had a right
10 to do whatever you have wanted with the property that was
11 attached even though the litigation was still ongoing?

12 A. The property that was attached was put towards --
13 was put towards a potential judgment and there is a
14 specific statutory provision that provides for objections
15 to use of the property that if the party wants the property
16 taken care of in a special way, if the party says hey there
17 is not property property to levee Monday the [SHRAEUFRB]
18 did something wrong the objection goes to court but it's
19 hundred dollars a very tight deadline, there was no such
20 [SOBGS] filed at all by GT Tribe and any of its six
21 different law firms that represent [T-D], nobody cared,
22 nobody cared enough to file a motion with the court or to
23 file an [SOBGS] with the Sheriff's office within the
24 statutory time limits or after the statutory limits.

25 Q. When was --?

26 A. They just did not care.

27 Q. When was the writ levied or attached, when was the
28 attachment order issued.

1 THE COURT: so I didn't get the answer to the
2 question. Could you re-read the question because if it's
3 nonresponsive we'll strike it and try to answer the
4 question?

5 A. Whatever I can do to cooperate with the court.

6 THE COURT: so let's hear the question back report
7 report Your Honor I apologize my computer froze so if you
8 give me a minute I can get it out of there.

9 THE COURT: no problem, Mr. Stein I'm going to
10 caution, just answer the question as being asked, if it
11 calls for yes or no, just answer yes or no?

12 A. Very good left me do that.

13 THE COURT: it's been a problem, I know sometimes
14 you want to explain but get out a yes or no and then if
15 there's an explanation we can get to that but let's answer
16 the questions because it's not helpful?

17 A. Thank you for the guidance.

18 (Pause in proceedings.).

19 THE COURT: if I remember the question it was did
20 you think you had the right to do whatever you wanted with
21 the items that were in receipt.

22 MR. FORDYCE: I think that's right because I was
23 going to object to whatever he wanted but I think that
24 might be right.

25 THE COURT: why don't we do this, why don't we
26 just answer that question, when the writ was issued?

27 A. That's a good.

28 THE COURT: when the provision writ did you think

1 you had a right to do whatever huh wanted with it?

2 A. No.

3 THE COURT: No?

4 A. No.

5 THE COURT: So what happened to it, you gave it to
6 Candalaria?

7 A. We filed the statutory framework I remember
8 reviewing.

9 THE COURT: did you give it to Candalaria is the
10 question.

11 A. Yes did I.

12 THE COURT: all right.

13 Q. BY MS. IBARRA: did you also attach -- did you
14 also attach property from the terminal street address, this
15 is when [TK*RB] --

16 A. Yes we attached property at the 50 one Santa
17 Monica Boulevard from from terminal street we tried to
18 attach property.

19 THE COURT: the answer is yes, Mr. Stein please
20 just answer the question that's asked or we'll be here?

21 A. Sure.

22 THE COURT: for a long time.

23 Q. BY MS. IBARRA: can we look at exhibit --
24 Defendant's Exhibit 789?

25 A. Is that the third volume.

26 MR. FORDYCE: yes.

27 THE COURT: 789.

28 MS. IBARRA: 789 and I believe this is new.

1 MR. FORDYCE: it doesn't -- I agree it doesn't
2 sound familiar I can check my notes but [TPHEL] he's -- I
3 don't know this is familiar to me but it might be for other
4 reasons.

5 THE CLERK: Is it a different number.

6 MR. FORDYCE: no no 789.

7 MS. IBARRA: yeah no this is the first time.

8 THE COURT: this is new I haven't seen this one.

9 MR. FORDYCE: okay.

10 Q. BY MS. IBARRA: Mr. Stein are you familiar with
11 this?

12 A. Yes.

13 Q. What is it?

14 A. It is one page of what I remember as a several
15 page documents from the Sheriff's office.

16 Q. And does this relate to the attachment?

17 A. Yes.

18 Q. Does this relate to the attachment of the Terminal
19 Street address?

20 A. Yes.

21 Q. So can you look toward the bottom of this
22 document, can you see the last item that's listed?

23 A. Facts.

24 Q. Well first, does this seem to indicate the
25 property that was attached from Terminal Street?

26 A. This is one page of what I believe was several
27 pages of property attached from Terminal Street, yes.

28 Q. So the bottom being fax, so does that indicate

1 that a fax was attached?

2 A. Yes a fax machine a fax machine probably, and then
3 above it it says PC computer.

4 A. Yes.

5 Q. So does that indicate that a computer was attached
6 from the Terminal Street address?

7 A. Yes.

8 Q. What about the a- item above it?

9 A. That's computer accessories, that means wires and
10 things connected to the computer was attached.

11 Q. Okay. And do you see how nine items above it
12 there is a couple of file boxes list?

13 A. Yeah file box and it says papers.

14 Q. So do you recall what those items were, do you
15 have a better description than what is provided in here?

16 A. No I think this description is pretty good. As I
17 said I think there may have been more than one page to this
18 though.

19 Q. Do you also see how after the file boxes, about 10
20 items above it t says pictures?

21 A. It says pictures on four paper pads.

22 Q. And then some more files and then 1.5 CT Y what
23 does that mean, oh phones, pagers, papers. Did you ever
24 look at what's in the computers?

25 A. Yes.

26 Q. What was in the computers?

27 A. A complete copy of everything that was on the
28 tribes computer.

1 Q. So and that includes what?

2 A. That includes all the computerized records of the
3 tribe. In other words somebody downloaded from the tribe,
4 tribal administrative office computer all of the documents
5 for the tribe and then reloaded them on these computers and
6 when we did a forensic investigation of these computers, we
7 found what seemed to be a duplicate copy of every single
8 directory and probably every single file of the tribes.

9 Q. And it was in this computer?

10 A. Well there's more than one computer. There's --

11 Q. Oh I'm sorry?

12 A. There was this computer and therein there was a
13 laptop of Mr. Polanco that the tribe used and between the
14 two they had everything.

15 Q. And then you took them with this attachment?

16 A. Yes.

17 Q. So what happened to all of these documents and not
18 just documents but the property?

19 A. They were turned over to Linda Candalaria after
20 the statutory objection period ended without objection.

21 Q. Despite the fact that the litigation was still
22 pending?

23 A. Yes.

24 Q. Okay. So do you know what happened to those
25 computers after they were turned over to Linda Candalaria?

26 A. No.

27 Q. Do you recall saying that you could get them back
28 if you wanted to?

1 A. No.

2 Q. No. So after you took these computers, do you
3 have any reason to believe that the tribe which you called
4 the Dunlap faction at the time that they would still have
5 copies of all these documents?

6 A. I didn't take these computers.

7 Q. I'm sorry what do you mean by that?

8 A. I mean I didn't take these computers h I did
9 nothing. The Los Angeles County Sheriff followed the law
10 and he did everything and they followed what they -- they
11 did what they wanted to do. I did -- I had nothing to do
12 with this, nothing to do with this.

13 THE COURT: They didn't turnover custody of those
14 items to you?

15 A. They turned over custody of the items with to
16 Linda Candalaria.

17 THE COURT: Directly?

18 A. With my permission, I gave a letter saying give
19 these to the person that shows up because we didn't have
20 the time to get down to fills transfer and storage on
21 Silver Lake Boulevard in Los Angeles.

22 THE COURT: So there's a letter somewhere to the
23 Sheriff. Well okay probably in their records?

24 A. I suggest -- I suggest Plaintiffs go and find it.

25 THE COURT: Well it's probably in your records as
26 well right. Do you have that record?

27 A. I don't know. I don't know.

28 THE COURT: I'm going to suggest that you look for

1 it and then Monday you let me know where it is?

2 A. Niall --.

3 MR. FORDYCE: Your Honor, There is 791 from
4 Candalaria but it's actually to the bond company, which
5 actually makes sense. But it's a one line letter to the
6 bond company that says we've received all personal property
7 and items covered by Bond Nos. 737 -- I'm sorry 437213 and
8 43768.

9 THE COURT: Yeah okay but I need the letter that
10 apparently Mr. Stein wrote to the Sheriff saying that the
11 items could be delivered directly to candy striper so go
12 ahead and take a look in your records and let me know on
13 Monday.

14 MR. FORDYCE: Or Tuesday Your Honor sorry.

15 THE COURT: Oh Tuesday Your Honor you're right
16 Tuesday?

17 A. Your Honor it may be then that is the letter and
18 then identify refer to '79 zero.

19 THE COURT: Okay hold on let me look it up.
20 Received cash, right.

21 MS. IBARRA: Okay but it doesn't -- there's no
22 letter?

23 A. And then --.

24 THE COURT: Yeah buff I have need to see your
25 letter saying the items of property can be delivered
26 directly to candidate?

27 A. If I have it Your Honor.

28 THE COURT: Because we're talking about possession

1 of items -- because they're seeking the plaintiff is
2 seeking possession of some of these items back, right,
3 isn't that part of the lawsuit.

4 MS. IBARRA: Yes.

5 THE COURT: So tracing these items is important,
6 so if you gave a direction to the Sheriff to give them --
7 bypass you and give them directly to candy striper then
8 that would be important to know. So I need to see that
9 letter?

10 A. And once again, if she would like to sue the
11 Sheriff she's welcome to.

12 THE COURT: She didn't sue the Sheriff she sued
13 you?

14 A. Well.

15 THE COURT: And you just testified that you wrote
16 a letter so I want to see the letter?

17 A. If I can. Niall can you make a note of it.

18 MR. FORDYCE: Already done.

19 MS. IBARRA: I don't think so the Sheriff did
20 anything wrong eye wrong [AOP] item process you requested
21 from the court.

22 THE COURT: He's going to look for it.

23 Q. BY MS. IBARRA: Were you counsel of the record
24 when the attachment was issued.

25 MR. FORDYCE: Vague and ambiguous as to which
26 case, there are multiple cases here.

27 MS. IBARRA: In the case where this was -- where
28 the attachment order was issued which is SC '09 16 44?

1 A. Seyfarth Shaw was counsel of record.

2 Q. But weren't you also counsel of record?

3 A. I don't recall whether or not I was at that time I
4 certainly was after Seyfarth Shaw withdrew and my request
5 because I could no longer afford to pay them and I know I
6 was counsel of record at that point. I don't know if I was
7 counsel of record as co-counsel or not before that, you if
8 you had a document I'm sure it would be accurate.

9 Q. Were you -- but you were a party because -- well
10 SMDC was a party?

11 A. Yes.

12 Q. And was the attachment order issued on behalf of
13 SMDC?

14 A. No.

15 Q. The attachment order was issued on behalf of the
16 Los Angeles Superior Court system to the Los Angeles county
17 Sheriff's who took possession of all records and assumed
18 you'll liability, we put up a bond so that if you sued the
19 Sheriff's for doing something wrong which you're no
20 alleging that somebody other than the Sheriff's did, you
21 could collect -- the Sheriff's could pull on the bonds but
22 you haven't sued the Sheriff's, there was no objection to
23 the handling of this stuff and it was all done according to
24 what the Sheriff's wanted to do. Not what SMDC wanted to
25 do, it's what the Sheriff's wanted to do and what she
26 accepted doing and what the bond company accepted doing,
27 you have not made a claim on the bonds, you have not made a
28 claim against the Sheriff's.

1 MS. IBARRA: Objection legal argument did you.

2 THE COURT: No but it's nonresponsive.

3 MS. IBARRA: It's not also nonresponsive.

4 THE COURT: Do you remember the question, do you
5 remember the question if not I'll have the court reporter
6 read it back.

7 MS. IBARRA: The question was if the attachment
8 order was issued on behalf of SMDC.

9 A. No.

10 MR. FORDYCE: And Your Honor this is a simple
11 procedural issue, I mean we've introduced a writ of
12 attachment as a document.

13 THE COURT: Had not all of it, all of [WAOEUFBLGS]
14 [TKPWOF] to the the rest of it if you'd like?

15 A. We don't quite have the rest it but the we will
16 because the court asked for.

17 THE COURT: I asked for the entire writ of
18 attachment to see who the Applicant was.

19 A. Yes.

20 THE COURT: What was the representations made
21 concerning the attachment et cetera, et cetera, so.

22 MR. FORDYCE: But Your Honor the writ is issued to
23 the Marshall. Okay.

24 Q. BY MS. IBARRA: The question is who made the
25 application.

26 MR. FORDYCE: That's a different question?

27 A. Seyfarth Shaw made the application on behalf of I
28 was client Saint Monica development company.

1 THE COURT: Okay.

2 MS. IBARRA: Okay thank you.

3 Q. BY MS. IBARRA: So the right to attach order was
4 for SMDC, SMDC had a right to attach?

5 A. SMDC and the Crane Group both had rights to attach
6 but I believe the application may have been SMDC, if you
7 could show me the court records I could tell you for sure.

8 MR. FORDYCE: 78 Five.

9 MS. IBARRA: 78 Five.

10 THE COURT: Yeah I think we already looked at
11 that, that's the writ isn't it.

12 MS. IBARRA: That's the order.

13 MR. FORDYCE: We did, Your Honor, it's the right
14 to attach and the writ of attachment.

15 THE COURT: That's the order.

16 THE COURT: It's not in my book but I do know we
17 looked at it.

18 MS. IBARRA: Can we look at Plaintiff's Number
19 one, exhibit number one.

20 Q. BY MS. IBARRA: Mr. Stein down what this is?

21 A. Yes.

22 Q. What is it?

23 A. I'm sorry?

24 Q. What is it?

25 A. It is a check written by Elizabeth Aronson and
26 signed by me, to Mr. Jonathan Stein, for \$60,000 dated
27 September 30th, 2006.

28 MR. FORDYCE: Actually, it's June 30?

1 A. June 30th, 2006.

2 Q. BY MS. IBARRA: Was this actually negotiated?

3 A. Yes it was.

4 Q. So why did Ms. Aronson write a check but not sign
5 it?

6 A. Ms. Aronson wrote all the checks for all three
7 accounts while she was assistant general counsel and she
8 wrote the -- this check was written the wrong way however
9 given --.

10 THE COURT: What do you mean by that, it was
11 written are the wrong way?

12 A. It should have been to Saint Monica development
13 and there should have been six separate \$10,000 checks not
14 one \$60,000.

15 MS. IBARRA: I'm sorry six separate?

16 A. \$10,000 checks not one \$60,000 checks and the
17 party should have been Saint Monica development company not
18 Jonathan Stein and the account should have been an account
19 other than the Gabrielino-Tongva Tribal gaming authority
20 account she did all those things wrong.

21 Q. What account should it have been?

22 A. It should have been one of the two Union Bank
23 accounts because the Gabrielino-Tongva Tribal gaming
24 authority account was supposed to have just very single
25 single transfers into the other account and the other
26 accounts were to do itemized billings. That was the
27 procedure that we had work out. She did not follow that
28 procedure and this --.

1 Q. This is a Union Bank account, hook at the check?

2 A. I'm sorry?

3 Q. You said this should have been --?

4 A. Oh no forgive me then it is union bank account,
5 right.

6 Q. So then what did she do wrong in using the union
7 bank account?

8 A. She did not do anything wrong in using the union
9 bank account. She should have -- this check should have
10 been six separate checks for 10,000 a piece and it should
11 have been made out to Saint Monica development company
12 and I'm glad to see it's on the union bank account.

13 Q. Okay but nonetheless, even though it was not made
14 out to the right entity you negotiate the check?

15 A. Yes that's correct.

16 Q. Why?

17 A. Because I was having so much problems with
18 Elizabeth Aronson that I to pick my battles and I was not
19 going to pick this battle, I don't know why I didn't pick
20 this battle but given that in August and September I got no
21 money even though I was promised to get money and was
22 supposed to get money, I think I had the right judgment in
23 not picking the battle over this.

24 Q. Okay but this is dated six, 30, 2006?

25 A. Yes.

26 Q. And --?

27 A. Just 30 days before Elizabeth Aronson decided
28 unilaterally to stop paying me.

1 Q. In June?

2 A. No in -- on August 1, 30 days after this check, 31
3 days after this check.

4 THE COURT: The date of the check is June 30th,
5 2006?

6 A. Right, right.

7 THE COURT: So I'm not -- I'm not understanding
8 your testimony. What are you --

9 A. I'm not understand th the question so forgive me
10 Your Honor so I'm trying to answer the question, she's
11 saying why was a borrowed, why didn't I make a battle with
12 Elizabeth Aronson over this particular example of not
13 following procedure, the answer is because there were so
14 many examples number one and Number 2, I was concerned,
15 wouldn't get paid if I didn't just take the check that she
16 offered and 30 days later in fact I didn't get paid any
17 check. Actually I got paid checks that --.

18 THE COURT: So you're saying I didn't -- I was
19 already having problems.

20 A. Yes.

21 THE COURT: And so I just took this check?

22 A. Right that's right.

23 THE COURT: It was made out to me so I just
24 took -- signed it and took it because I was already having
25 problems or conflicts.

26 A. Right.

27 THE COURT: I didn't want to fight about having
28 her pay to the order of Saint Monica?

1 A. That's exactly right.

2 MS. IBARRA: Okay.

3 Q. BY MS. IBARRA: Is this reflected in the Talley
4 account?

5 A. Absolutely yes.

6 Q. Can you show us, the Talley being 577.

7 MR. FORDYCE: 577?

8 A. If I can flip the page here.

9 MS. IBARRA: Yes?

10 A. It should be Page 609.

11 THE COURT: 577 Page 609?

12 A. I'm sorry 609 is the wrong reference, let me give
13 you the right reference.

14 MS. IBARRA: Okay?

15 A. It's Page 605.

16 THE COURT: It's not 609 it's 605?

17 A. Correct.

18 Q. BY MS. IBARRA: Can you show us specifically.

19 THE COURT: Is there a \$60,000 entry on 605
20 somewhere?

21 A. There are -- if you count the 10,000 entries dated
22 5/24, and six, 21, that's the 60,000, and those are the six
23 different checks that should have been written, when Talley
24 asked me a question about the check that was written I said
25 you should record it this way so that we could actually see
26 what happened. Again I was trying to correct the --.

27 THE COURT: So -- I don't -- there is no
28 checklist-d here for 60,000, there is separate checks for

1 10,000, right?

2 A. That's correct.

3 THE COURT: But that's not what happened right?

4 A. That's correct.

5 THE COURT: So why would Talley put that in there?

6 A. I believe Lorna Dertadian went through this with
7 the court on a very similar point and the court expressed
8 exactly the same sentiments and she said what she was
9 interested in is creating a snapshot of how far the money
10 flowed not -- and bill payments if they were checks, the
11 court was concerned there were no check numbers.

12 THE COURT: Right?

13 A. And she said well we didn't refer to check numbers
14 we just wanted to show --.

15 THE COURT: Because we didn't look at the checks
16 is what she said. She said we had no check numbers to look
17 at I think?

18 A. Right they had taken the checks.

19 THE COURT: And where did she Defendant the
20 information.

21 MS. IBARRA: And can I just object that it
22 mischaracterizes the testimony exam then we can go on.

23 THE COURT: So let me just make sure I understand.
24 There were no checks for \$10,000 each as reflected in this
25 Talley report?

26 A. That's correct. What the Talley report reflects
27 is what Elizabeth Aronson should have done and not with a
28 Elizabeth Aronson actually did.

1 THE COURT: Okay. So this doesn't reflect.

2 MS. IBARRA: What happened.

3 THE COURT: A real snapshot?

4 A. The snapshot was gone because the checking account
5 books had been taken by the tribal council and they will he
6 fused to give them to Lorna Dertadian.

7 THE COURT: Well let me ask you do you think this
8 is a reliable report?

9 A. Absolutely it is.

10 THE COURT: Why would it be if there's no
11 documents reviewed or it's not really reflecting checks,
12 they're just what somebody -- it's still unclear to me who
13 somebody is -- thinks it should be?

14 A. The Court's criticism is correct.

15 THE COURT: Well I'm just saying that the
16 court --?

17 A. But it is a conclusion.

18 THE COURT: Can the court rely on something like
19 this and --?

20 A. Yes absolutely, you have Lorna Dertadian's
21 professional testimony, you have my testimony, you have an
22 exact explanation of why it was done this way and you have
23 the fact that this 898,000 balances out.

24 MS. IBARRA: Oh can --?

25 A. The profit and loss statement balances out with
26 the amounts.

27 THE COURT: See the problem is if these -- if this
28 is a fix, in other words if this really isn't six separate

1 checks then why should I rely on this report at all because
2 if it's not accurate because it's what somebody thinks it
3 should be but there's no -- that isn't true and you've said
4 no this really isn't accurate?

5 A. No Your Honor, you're -- you're presupposing
6 something.

7 THE COURT: Okay?

8 A. That is had not correct.

9 THE COURT: What is it that's not correct?

10 A. The way Quickbooks works and you have bills and
11 you have bill payments and this says bill payment dash
12 check, all the check refers to is that --.

13 THE COURT: Where does it say bill payment?

14 A. It's --.

15 THE COURT: It doesn't say it on there if --?

16 A. Your Honor forgive me, it does, you're looking
17 straight at it, bill PMT, PMT is widely separated as
18 payment.

19 THE COURT: Yes I see it, okay?

20 A. And then it says check as it was paid by check as
21 compared to wire transfer as compared to debit or credit
22 where you might just credit back, there was in here.

23 THE COURT: But there was no check right.

24 A. Yes there was, there was a check for \$60,000.

25 THE COURT: Buffer not for 10 is my point?

26 A. That's because Quickbooks doesn't work that way h
27 Quickbooks if you have a bill for 10,000 and you make a
28 payment on that bill, then the bill payment is \$10,000, you

1 have to enter that six times, that's how Quickbooks works
2 and I believe if the court had an accounting degree that
3 the court would recognize from T accounts that's how you
4 entered things on T accounts. The other way to do it is
5 what the court very correctly said.

6 THE COURT: Okay well?

7 A. Very correctly said just show a check for 60,000
8 and all the bills.

9 THE COURT: Okay Mr. Stein I understand you feel
10 you can rely on this. I have my doubts.

11 A. Yes, Your Honor.

12 Q. BY MS. IBARRA: Do they add up if we look at
13 those numbers reflected here under Santa Monica development
14 FCCP contract, do they add up to 60?

15 A. The bill payments of 5/24, and 6/21, which are the
16 two dates prior to 60,000, prior to June 30 add up to 60.
17 There was then a separate payment on July 19th after the
18 July 30th days for another 10,000 so yes, they do add up.

19 Q. And those numbers here, because it says the
20 columns are type, date and number, is that the check
21 number?

22 A. Type, the columns, type date and number, no that's
23 not -- that is not the check number if you see, you use
24 12/13, 14, 15, it's just a Quickbooks numerical system.

25 Q. So what do they indicate?

26 A. I don't know?

27 A. Again I didn't prepare this and I don't see the
28 plaintiff coming forward with any of the check stubs.

1 Q. Huh. What -- I mean it might be in the documents
2 that were attached?

3 A. The plaintiff had a pure copy of the Quickbooks,
4 and the plaintiff has not shown me any documents I'd like
5 to see them it puff them.

6 Q. There hasn't been any evidence that plaintiff ever
7 had a copy of the Quickbooks?

8 A. I'm sorry I just testified that you did.

9 Q. You testified that they did?

10 A. Yes.

11 Q. That's fine. I understand that you contend that
12 the tribe was stealing money, right and that's why you
13 needed to take some of the actions that you did in
14 September of 2006, the tribal council?

15 A. Nope.

16 Q. Okay. So why did you take some of the actions
17 that you took in September of 2006 against the tribe?

18 A. I don't know what you're referring to. What's
19 some actions against the tribe, what does that mean.

20 Q. Let me see. So why did you write those letters to
21 the financial institutions who were doing business with the
22 tribe.

23 MR. FORDYCE: Assumes facts.

24 THE COURT: Overruled?

25 A. There were two letters which were written by me
26 and the tribes outside counsel.

27 THE COURT: That's been established. Why did you
28 do it?

1 A. Why did I do it? Because I thought if we had a
2 cooling off period where we could sit down and work this
3 stuff out, it would be better than outright flagrant
4 transfers that would breach the Libra agreement.

5 Q. So you don't think that that meant that you
6 believed they were stealing money?

7 A. No I believed they were stealing money and I
8 believed they were going to steal more.

9 Q. So that is your contention, that's all I'm asking,
10 your contention was the tribal council was stealing money
11 in September of 2006.

12 THE COURT: The question had you asked him was
13 what steps did he take?

14 A. That's exactly right.

15 THE COURT: And so that's why he went into the two
16 letters.

17 MS. IBARRA: Okay.

18 THE COURT: So the two letters was I guess one of
19 the steps?

20 A. And --.

21 THE COURT: In response to what he believed was
22 theft of the money.

23 MS. IBARRA: Okay.

24 Q. BY MS. IBARRA: So let's assume -- all I wanted to
25 sort of establish was that that was the contention. Assume
26 that it wasn't stolen, okay? I understand that that's not
27 your contention but let's just assume that the money was
28 not stolen. So if the money was not stolen do you think it

1 was proper for you to write those letters to the financial
2 institutions.

3 MR. FORDYCE: Incomplete hypothetical.

4 THE COURT: Overruled.

5 A. Yes.

6 Q. BY MS. IBARRA: On what basis?

7 A. Because I suspected that they were stolen, I
8 talked to my counsel Seyfarth Shaw about it and they said
9 well why don't you just write letters to the bank and tell
10 them to hold off. Then I talked to the outside counsel
11 Sheppard Mullin that was acting as outside counsel and
12 became outside counsel just a week later and they also said
13 sure let's just have a cooling off period, write the
14 letters. And he gave me a draft of the letter to write.

15 Q. Where is the evidence -- we've already gone over
16 the issue about Sheppard Mullin and Mr. McShane and whether
17 whether or not he gave you have that instruction so I'm
18 not -- I understand that's your testimony, I'm not going to
19 go into that because we've already gone into that but I
20 want to see that what the evidence is that Seyfarth Shaw
21 gave you that advice.

22 MR. FORDYCE: I would like -- objection it's
23 irrelevant what counsel would like to see, she is putting
24 on her case, let her put on the evidence?

25 A. Yeah that's right you go go ahead and get it.

26 THE COURT: Overruled she's cross-examination?

27 A. What is the evidence?

28 Q. BY MS. IBARRA: Yes.

1 A. My testimony, I spoke with my lawyers at Seyfarth
2 Shaw, they said write letters to Union Bank and Wells
3 Fargo.

4 Q. Do you have any e-mails that show that?

5 A. I may, I don't know 11 years later, I've never
6 been asked this question before.

7 THE COURT: Well maybe he can do a search?

8 A. No I wanted to -- Niall why don't you write that
9 down and do a search for that.

10 THE COURT: Write that down h you're going to do a
11 search, letters or e-mails from Seyfarth Shaw giving
12 instruction to Mr. Stein to write letters to the banks?

13 A. And the reason I remember that --.

14 THE COURT: There's no question pending.

15 THE CLERK: Letters to.

16 THE COURT: To banks?

17 A. Niall can you.

18 MR. FORDYCE: I got it.

19 MS. IBARRA: No Union Bank and to Wells Fargo.

20 THE COURT: Union bank and to Wells Fargo.

21 Q. BY MS. IBARRA: So continue with the same
22 hypothetical, I understand that your contention is
23 different but let's assume that the tribal council was not
24 actually stealing money. If the tribal council was not
25 actually stealing money do you think it was appropriate for
26 you to send out letters to the tribal members
27 misrepresenting --

28 A. Yes.

1 Q. Your position with the tribe?

2 A. Absolutely yes. I was no longer -- when those
3 letters were written, SMDC had no contract, I -- the
4 resignation on September 9th had occurred, months had
5 passed, a financial oversight --.

6 THE COURT: So the answers yes.

7 A. Yes.

8 THE COURT: Everything else is stricken?

9 A. Niall can you make a note of.

10 MR. FORDYCE: Nods.

11 MS. IBARRA: Do you think it was.

12 THE COURT: Mr. Stein I'm going to order that you
13 not communicate with --

14 A. Sure.

15 THE COURT: -- Niall until there's a break and you
16 can talk to him but just giving him instructions from the
17 witness stand is not appropriate.

18 A. You're right Your Honor.

19 THE COURT: Right now you are the witness?

20 A. You're right Your Honor.

21 Q. BY MS. IBARRA: So continuing with the same
22 hypothetical assuming, I know that you contend otherwise,
23 assume that there was no stealing of money by the tribal
24 council, was it appropriate for you to tell the tribal
25 council -- the tribal members that Libra had decided not to
26 fund the tribe any longer until you were returned to the
27 tribe as its CEO?

28 A. I don't recall doing that, maybe you could show me

1 a letter where it says that.

2 MS. IBARRA: Sure.

3 THE COURT: Why don't you assume there was such a
4 letter and let's move on.

5 MS. IBARRA: Well so let me shorten it just to
6 make it a little bit cleaner. So with that hypothetical,
7 would it be appropriate for you to send out a letter to the
8 members saying Libra would not fund the tribe any further
9 until you had a position with the tribe?

10 A. Again I don't know that I ever said that.

11 THE COURT: You have to assume?

12 A. Assume.

13 THE COURT: That there's such a letter?

14 A. Okay assume that there's such a letter and what
15 else am I supposed to assume.

16 THE COURT: Was it appropriate to send the letter,
17 yes or no.

18 A. Yes.

19 Q. BY MS. IBARRA: On what basis?

20 A. I was no longer working for -- for the Dunlap
21 faction, I had been requested by the financial oversight
22 committee to communicate, I had --.

23 THE COURT: You're talking about the Candalaria
24 group.

25 A. Yes that's right. What became the Candalaria
26 group, at that point it was just a bunch of volunteers.
27 And then I was also concerned that I not be -- that SMDC
28 not be associated with what I considered to be willful

1 misconduct and I did not -- and so I informed the members
2 of the minimum that they had to know which was that there
3 had been casino money, that there were questions raised as
4 to how it was being spent by the tribal council and the
5 entire tribal council had run away from the tribal
6 administration offices.

7 THE COURT: Well the question was was it
8 appropriate to tell them that Libra decided not to fund
9 until you were restored to your position, that's the
10 question, was that appropriate?

11 A. I don't know. 11 years later I can say I don't
12 know but I do know that at the time given my suspicions and
13 given had my -- the advice of my counsel and given the fact
14 that I was no longer working for the Dunlap faction and I
15 had been requested by financial oversight committee I could
16 say --.

17 THE COURT: So you don't know basically?

18 A. At the time I did, now I don't.

19 Q. BY MS. IBARRA: So same hypothetical, do you think
20 it was appropriate for you to use the tribal council
21 letterhead to send out your letter?

22 A. No.

23 Q. It wasn't?

24 A. Probably not.

25 Q. And how about to use the --

26 A. Although the letters themselves of course stated
27 that I'd already been stated and that they were not
28 authorized so I think the body of the letter compensate

1 today that.

2 Q. And to use the database that belonged to the tribe
3 and that contained the names and addresses and contact
4 information.

5 MR. FORDYCE: That lacks foundation assumes facts
6 not in evidence.

7 THE COURT: Overruled?

8 A. The database did not belong to the tribe, it
9 belongs to the members.

10 THE COURT: Answer is stricken nonresponsive.

11 Q. BY MS. IBARRA: I mean if you want to look at the
12 letter it's your Exhibit 5 20, Defendants, I'm sorry
13 defendants' exhibit.

14 MR. FORDYCE: Would counsel like Mr. Stein to look
15 at the letter.

16 MS. IBARRA: Yes to refresh his recollection.

17 MR. FORDYCE: If he should put pull it out.

18 MS. IBARRA: He said the letter was available.

19 THE COURT: Ms. Ibarra are you bringing back your
20 expert.

21 MS. IBARRA: Yes.

22 THE COURT: In other words who's your next
23 witness.

24 MS. IBARRA: My next witness is my expert which is
25 Mr. Margolis.

26 THE COURT: Okay.

27 MS. IBARRA: But we also have -- I mean we can do
28 the scheduling right now is that --.

1 THE COURT: No no no that's fine just finish and
2 then --

3 MS. IBARRA: Okay. Let me just --.

4 THE COURT: Well how much more do you have.

5 MS. IBARRA: I have like half a page.

6 THE COURT: Well then let's talk about scheduling
7 now and you can finish another day. Why don't you
8 stipulate down Mr. Stein?

9 A. Thank you Your Honor.

10 THE COURT: And let's do the scheduling now. Okay
11 so you have Margolis.

12 MS. IBARRA: We have Margolis but Defendants
13 mentioned that they wanted to bring their expert first and
14 I have no objection to doing Mr. milliliters mills in he's
15 available Tuesday.

16 THE COURT: All right so you want to bring mills
17 first.

18 MR. STEIN: I didn't say that Your Honor.

19 MS. IBARRA: Oh I thought you did.

20 THE COURT: So who's your next witness.

21 MS. IBARRA: I can start with Mr. Margolis
22 Tuesday.

23 THE COURT: After that.

24 MS. IBARRA: After that we were going to do Mr.
25 Mills'?

26 A. Mr. Mills'.

27 MR. STEIN: That's not their witness, that's our
28 witness.

1 THE COURT: Are you going to be called under 776,
2 plaintiff?

3 MS. IBARRA: Yeah, I'd like to call him under 776.

4 THE COURT: Okay. Who is your next witness?

5 MR. STEIN: Will they bring a check?

6 THE COURT: Who is your next witness?

7 MR. STEIN: Will they bring a check?

8 THE COURT: Who is your next witness?

9 MS. IBARRA: Ms. Barrett and then Ms. Aronson.

10 THE COURT: Barrett and then Aronson.

11 MS. IBARRA: And that's it.

12 THE COURT: All right you will then rest.

13 MS. IBARRA: Yes.

14 THE COURT: All right defense, your witnesses.

15 MR. STEIN: Barbara Garcia very short, Steven
16 Johnson very short, Jonathan Stein.

17 THE COURT: Also very short. Who's your next
18 question.

19 MR. FORDYCE: .

20 MR. STEIN: It's not clear that that will be so
21 short.

22 THE COURT: No it is clear. You've been
23 testifying for days now.

24 MR. STEIN: We have not put on our case in chief.

25 THE COURT: You've been testifying for days it's
26 been put on, who's your next witness.

27 MR. STEIN: And Mr. Mills'.

28 THE COURT: Well he's going to be off in '76 you

1 can get everything you have want out of him at the time
2 he's on the stand.

3 MR. FORDYCE: So does that mean there's not a
4 rebuttal case Your Honor.

5 MR. STEIN: I think they have to pay them given
6 the difficulty.

7 THE COURT: Counsel we're not discussing payment
8 that's something you discuss outside the Court's presence,
9 I don't deal with payment, I'm talking about order.

10 MR. STEIN: I believe the Code of Civil Procedure
11 required them if they're going to call my expert they have
12 Then In 2000 show up with a check.

13 THE COURT: Mr. Stein we're not talking -- Mr.
14 Stein stop talking over me.

15 MR. STEIN: Forgive me.

16 THE COURT: I don't know how many times that's
17 happened, you need to stop.

18 MR. STEIN: Yes Your Honor.

19 THE COURT: I'm not going to tell with payment of
20 witnesses, you have talk to each other about paying
21 witnesses, how much when to pay how to pay.

22 MR. FORDYCE: We'll deal with it Her Honor.

23 THE COURT: The court doesn't get involved.

24 MR. FORDYCE: We'll deal with that.

25 THE COURT: Mr. Fordyce says we may need to have
26 recall him for some reason, so let me talk to Mr. Fordyce
27 because you want to talk about payment and he wants to
28 actually talk about witnesses so.

1 MR. FORDYCE: We're wondering Your Honor if we're
2 going to have put on a rebuttal case because Ms. Garcia,
3 Mr. Johnson, and Mr. Stein are for our case in chief on the
4 cross-complaint, so the question is to what extent are we
5 going to get to rebut once Plaintiffs rest.

6 THE COURT: So you want to recall Mills in
7 rebuttal or you want to at least have the option.

8 MR. FORDYCE: Ms. Goad possibly, we're thinking
9 Ms. Goad.

10 THE COURT: In rebuttal or in your case.

11 MR. FORDYCE: In rebuttal.

12 THE COURT: All right.

13 MR. STEIN: And then may I ask you if we'll have
14 the opportunity of Ms. Aronson to get outside the course of
15 the direct to do our rebuttal at the same time.

16 THE COURT: Yeah that way you don't have to recall
17 her, that's probably a good idea.

18 MR. STEIN: Well once we're as interested as the
19 court is in streamlining this.

20 THE COURT: Well it's going to be streamlined.
21 We're going to move.

22 MR. FORDYCE: So Barrett for both our case in
23 chief and rebuttal.

24 THE COURT: Any other witnesses for the defense
25 and I'm going to set time limits.

26 MR. FORDYCE: Yeah Your Honor I think it look like
27 just in rebuttal, Ms. Goad, Ms. Barrett and Ms. Aronson.

28 THE COURT: Ms. Barrett, did we identify Barrett,

1 no not yet so Barrett.

2 MR. STEIN: And Mr. Stein.

3 MR. FORDYCE: And Mr. Stein of course but so.

4 MS. IBARRA: So Ms. Barrett has already been here
5 and we were calling her back for the discreet issues having
6 to do with the Libra agreement and whether she represented
7 SMDC.

8 THE COURT: So we'll try to get everything we can
9 out of her, but if something comes up they need to rebut,
10 perhaps we may need to recall her. I don't know, we'll
11 make that call as we go. But if these witnesses get up
12 here with information that should have been elicited when
13 they were up here, you're not going to recall them; okay?
14 So keep that in mind. You have them up here, you get
15 everything out of them that you think you need at that
16 time unless there's something new or surprising you're not
17 going to be able to have recall them, all right anything
18 else? All right Tuesday, what's our calendar like
19 Tuesday.

20 THE CLERK: We can do 10:00 o'clock.

21 THE COURT: 10.

22 THE CLERK: Same time.

23 THE COURT: If you think in terms of.

24 MR. FORDYCE: And oven I just want to make sure
25 that once we rebut Plaintiffs case in chief, the Plaintiffs
26 not going to come back and say oh, by the way, I forgot
27 something, there's something else I need, I should have
28 done this, I should have done that.

1 THE COURT: I can't guarantee anything, so I don't
2 know.

3 MR. FORDYCE: Just bringing it up.

4 THE COURT: And there's always surrebuttal. If
5 either party thinks there's something new brought that
6 needs to be rebutted, the court will allow surrebuttal or
7 consider whether a response is necessary because it's new
8 so and that goes for both sides.

9 MR. FORDYCE: Understood Your Honor thank you.

10 THE COURT: But you know I am going to hook on
11 such a request skeptically if information should have been
12 brought out in the first place so be forewarned.

13 MR. FORDYCE: Yes.

14 THE COURT: All right.

15 MS. IBARRA: Thank you.

16 THE COURT: 10:00 o'clock Tuesday.

17 MR. FORDYCE: Thank you Your Honor.

18 THE COURT: Thank you. 11:56 AM.

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