

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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GABRIELINO-TONGVA TRIBE VS. STEIN

ROUGH TRIAL TESTIMONY OF JONATHAN STEIN, 1/19/17

MR. FORDYCE: THANK YOU WE JUST FINISHED WITH SECTION 23 WHICH IS THE LEGAL ADVICE SECTION PROVISION IN THE SMDC AGREEMENT. SO WE'RE NOW GOING TO MOVE ON TO THE REDACTION A NUMBER OF RESOLUTIONS. CAN YOU PLEASE DESCRIBE WHAT THESE RESOLUTIONS GENERALLY -- WHAT WERE THEY?

A. EACH TIME THE TRIBAL COUNCIL APPROVED THE AGREEMENT, THE APPROVAL WAS STATED IN WRITING AND THE RESOLUTIONS ALSO WOULD SET -- WOULD SET FORTH YOU KNOW THE TYPICAL AUTHORIZATION OF A PERSON. AND ALSO SET FORTH THAT THE TRIBE WAS AFFIRMING ALL THE TERMS AND CONDITIONS AND THE REASON THAT THE RESOLUTIONS WERE WRITTEN THAT WAY WAS BECAUSE OF SEYFARTH SHAW'S CONCERNS THAT ALL OF THE PROVISIONS THAT WERE EXCULPATORY TO MR. STEIN THAT SAID THERE IS NO ATTORNEY-CLIENT RELATIONSHIP AMONGST OTHER -- THERE IS A LIMITATION OF LIABILITY, THOSE PROVISIONS WERE SOMETIMES REPEATED IN THE RESOLUTIONS AND SOMETIMES NOT BUT EACH RESOLUTION WAS FOR THE APPROVAL OF THIS AGREEMENT OR APPROVAL OF AN AMENDMENT AND RATIFICATION SO THERE WAS NEVER JUST AN AMENDMENT THERE WAS ALWAYS A RATIFICATION OF THE AGREEMENT AS OF THE NEW DATE OF THE NEW RESOLUTION.

Q. WITH THAT IN MIND, THIS IS BATES -- PAGE BATES NUMBERS ZERO 49 SEVEN AND THIS IS THE ECONOMIC DEVELOPMENT RESOLUTION MARKED FOR 2001, THAT'S WHERE IT STARTS, IDENTIFY ACTUALLY LIKE TO DRAW YOUR ATTENTION -- OH AND JUST TO BE CLEAR, DOES THIS MARCH 4TH, 2001 RESOLUTION,

1 DOES THIS FIT THE CONFINES OF WHAT YOU'VE JUST DESCRIBED?

2 A. YES THIS WAS THE FIRST RESOLUTION.

3 THE COURT: HOLD ON I NEED TO GET TO THE
4 RESOLUTION.

5 MR. FORDYCE: OH SORRY YOUR HONOR.

6 THE COURT: THAT'S ALL RIGHT?

7 A. PAGE 49 SEVEN.

8 THE COURT: THANK YOU. I'M THERE?

9 A. OKAY. THIS RESOLUTION WAS THE FIRST APPROVAL OF
10 THE AGREEMENT AND IT WAS FLAWED. STEVE OTTO, THEIR TRIBAL
11 COUNSEL QUIT IN THE MIDDLE OF THE REPRESENTATION AND THEN
12 SHORTLY AFTER IT WAS APPROVED MOST OF THE PEOPLE WHO SIGNED
13 THIS RESIGNED AS TRIBAL COUNCIL PEOPLE, SO THERE WERE LATER
14 RESOLUTIONS TO FIX THE PROBLEMS THAT ARE IN RESOLUTION 10
15 SO IT IS THE FIRST ONE DATED MARCH 4, 2001 AND IT APPROVED
16 THE SMDC AGREEMENT THAT WE'VE BEEN DISCUSSING.

17 Q. BY MR. FORDYCE: WHO DRAFTED THIS RESOLUTION?

18 A. SEYFARTH SHAW AND I REFINED IT WITH CERTAIN FACTS
19 JUST AS THE VERY MANY MEETINGS THAT MR. OTTO HAD HAD BEFORE
20 HE QUIT.

21 MS. IBARRA: I'M GOING TO OBJECT THAT IT MISSTATES
22 THE TESTIMONY.

23 THE COURT: WELL I'LL REMEMBER THE TESTIMONY. IF
24 IT CONFLICTS I WILL TAKE NOTE OF IT.

25 **{LEFT1}**: OKAY.

26 Q. BY MR. FORDYCE: OKAY MR. STEIN ON PAGE BATES
27 NUMBER '04 '98 WHICH WHICH IS THE SECOND PAGE OF IT.

28 THE COURT: DOESN'T MEAN YOU SHOULDN'T OBJECT JUST

1 FOR THE RECORD.

2 MS. IBARRA: FORT I'LL MAKE THE OBJECTIONS.

3 THE COURT: AND THAT'S OKAY.

4 MS. IBARRA: AND I UNDERSTAND YOU'RE GOING TO
5 OVERRULE IT BUT I'LL MAKE IT.

6 MR. FORDYCE: IN THE MIDDLE OF THE PAGE THERE'S A
7 WHEREAS CLAUSE THAT STARTS WHEREAS THE COUNCIL AS HAD NOT
8 ADVISED DO YOU SEE THAT?

9 A. SURE.

10 Q. CAN YOU PLEASE READ THAT INTO THE RECORD?

11 A. SO ON PAGE 49 EIGHT THE FIRST FULL WHEREAS CLAUSE,
12 WHEREAS THE COUNCIL HAS BEEN ADVISED BY DEVELOPER TO SEEK
13 LEGAL ADVICE FROM INDEPENDENT COUNSEL REGARDING DEVELOPMENT
14 AGREEMENT AND AFFORDED THE OPPORTUNITY TO DO SO AND MR.
15 OTTO WAS GIVEN EXAM REVIEWED A DRAFT OF THE DEVELOPMENT
16 AGREEMENT.

17 Q. PLEASE EXPLAIN THIS WHEREAS CLAUSE?

18 A. STEVE OTTO ACTUALLY AGREED TO REVIEW THE AGREEMENT
19 FOR THE TRIBAL COUNCIL AND I SEND IT TO HIM, I DISCUSSED IT
20 WITH HIM, HE UNDERSTOOD THE BASIC TERMS --.

21 MS. IBARRA: I'M GOING TO OBJECT ON HEARSAY
22 BECAUSE MR. OTTO IS NOT HERE.

23 THE COURT: THAT'S SUSTAINED IT'S ALSO SPECULATION
24 AS TO WHETHER OTTO UNDERSTOOD IT?

25 A. WELL HE SAID TO ME SHALL AM I ALLOWED TO SAY HE
26 SAID TO ME.

27 MS. IBARRA: THAT'S HEARSAY STILL.

28 THE COURT: NO IS THE ATTORNEY A PARTY OPPONENT?

1 A. YEAH.

2 MS. IBARRA: NO, HE'S NOT, MR. OTTO IS A THIRD
3 PARTY WHO'S --.

4 THE COURT: BUT HE WAS REPRESENTING YOUR CLIENT
5 SO?

6 A. YEAH.

7 MS. IBARRA: ACTUALLY NO, HE SPECIFICALLY --
8 REMEMBER WE BLEW UP ONE OF HIS LETTERS WHERE HE SAID THAT
9 HE NEVER REPRESENTED THE TRIBE AS HE TOLD MR. STEIN AND
10 PREVIOUSLY -- ACTUALLY THERE WAS TWO LETTERS, THERE WAS TWO
11 LETTERS OF MR. OTTO THAT WERE BLOWN UP WHEN THE JURORS WERE
12 HERE WHERE HE SPECIFICALLY SAYS I NEVER REPRESENTED THE
13 TRIBE AND THEN HE WRITES ANOTHER ONE WHERE HE SAID SAYS AS
14 I STATED BEFORE I HAVE NEVER REPRESENTED THE TRIBE.

15 THE COURT: DESIGN IT.

16 MS. IBARRA: YES, IT WAS WRITTEN AS A MEMO BUT IT
17 WAS SIGNED.

18 MR. FORDYCE: YOUR HONOR I DON'T THINK THAT'S
19 QUITE ACCURATE AS TO THE EXHIBITS IN QUESTION.

20 MS. IBARRA: IT'S ONE OF PLAINTIFFS EXHIBITS, ONE
21 THROUGH 10 WE CAN FIND IT?

22 A. WELL THAT'S THAT WAS MR. OTTO'S SIDE OF WHAT HE
23 SAID AND --.

24 THE COURT: WELL THAT WOULD BE HEARSAY AND.

25 MS. IBARRA: AND ALSO JUST NOT TRUE.

26 THE COURT: ALL RIGHT I'LL SUSTAIN THE O.

27 MR. FORDYCE: LET'S JUST MOVE ON MR. STEIN WHY WAS
28 THIS CLAUSE IMPORTANT TO YOU?

1 A. WELL BECAUSE THEY HAD THE OPPORTUNITY TO SEEK
2 LEGAL ADVICE AND THEY DID IN FACT MEET WITH MR. OTTO.

3 MS. IBARRA: I'M GOING TO OBJECT THAT IT MISSTATES
4 THE TESTIMONY?

5 A. AND THAT IT --.

6 THE COURT: HOLD ON LET HER STATE HER OBJECTION.

7 MS. IBARRA: IT MISSTATES PRIOR TESTIMONY OF OTHER
8 WITNESSES?

9 A. I'M NOT STATING -- I'M NOT TALKING ABOUT -- I'M
10 SAYING WHAT MY UNDERSTANDING IS.

11 MS. IBARRA: OKAY?

12 A. SO FORGIVE ME. AGAIN THEY HAD THE OPPORTUNITY TO
13 GET LEGAL ADVICE AND MR. OTTO WAS THE PERSON THEY
14 APPROACHED TO USE THAT OPPORTUNITY.

15 Q. BY MR. FORDYCE: AND ANYTHING BY WHICH TO YOUR
16 UNDERSTANDING -- STRIKE THAT. LET'S TRY THAT AGAIN. TO
17 YOUR UNDERSTANDING WAS THERE ANY REASON THAT THE TRIBE
18 COULDN'T GET LEGAL ADVICE.

19 THE COURT: WELL LET ME ASK YOU, IT SAYS AND
20 AFFORDED THE OPPORTUNITY TO DO SO AND MR. OTTO WAS GIVEN A
21 REVIEW -- AND REVIEWED A DRAFT OF THE DEVELOPMENT AGREEMENT
22 BUT IT DOESN'T SAY MR. OTTO COUNSELED FOR THE TRIBE OR ANY
23 ITEM IDENTIFICATION OF HIM AS COUNSEL FOR THE TRIBE IN THIS
24 DOCUMENT OR IS THERE SOMEWHERE?

25 A. YEAH ACTUALLY -- IT'S A GOOD POINT.

26 THE COURT: NO BUT I MEAN IS THERE SOMETHING IN
27 THE DOCUMENT.

28 A. YES, YES IT'S -- AND THE OTHER WITNESS HAS SPOKEN

1 ABOUT IT TOO, IT'S THE WHEREAS CLAUSE AT THE BOTTOM.

2 THE COURT: AT THE BOTTOM OKAY I SEE.

3 MR. FORDYCE: WELL SHALL WE MOVE ON THE NEXT
4 WHEREAS.

5 THE COURT: WELL WAIT A MINUTE.

6 MR. FORDYCE: SURE. YOUR HONOR, IT'S THE WHEREAS
7 CLAUSE AT THE BOTTOM OF PAGE 0498.

8 Q. AND, MR. STEIN, THAT WHEREAS CLAUSE STARTS,
9 WHEREAS THE COUNCIL, LITTLE I RECEIVED A DRAFT OF THE
10 DEVELOPMENT AGREEMENT, CAN I READ THAT INTO THE RECORD,
11 PLEASE?

12 A. SURE, WHEREAS OF THE COUNCIL, LITTLE ONE, RECEIVED
13 A DRAFT OF THE DEVELOPMENT AGREEMENT AND THIS RESOLUTION
14 FOR EACH COUNCIL MEMBER IN EARLY DECEMBER 2000 FROM MR.
15 STEIN. LITTLE TWO, MET WITH MR. STEIN FOR SEVERAL HOURS ON
16 OR ABOUT JANUARY 14TH TO REVIEW AND MAKE CHANGES TO THE
17 TERMS AND CONDITIONS OF THE DRAFT DEVELOPMENT AGREEMENT AND
18 THIS RESOLUTION, LITTLE THREE, MET ON ITS OWN FOR SEVERAL
19 HOURS ON OR ABOUT JANUARY 27TH, 2001 TO DISCUSS IS THE
20 TERMS AND CONDITIONS OF THE DRAFT DEVELOPMENT AGREEMENT AND
21 THIS RESOLUTION. LITTLE FOUR, MET A SECOND TIME WITH MR.
22 STEIN FOR SEVERAL HOURS ON FEBRUARY 11TH, 2011 TO REVIEW A
23 NEW DRAFT OF THE DEVELOPMENT AGREEMENT WHICH INCORPORATED
24 PREVIOUS CHANGES AND TO MAKE FURTHER CHANGES TO THE TERMS
25 AND CONDITIONS OF THE DEVELOPMENT AGREEMENT AND THIS
26 RESOLUTIONS, LITTLE FIVE, TRIBAL GENERAL COUNSEL OTTO
27 RECEIVED FROM MR. STEIN A REVIEW YOU'VE DEVELOPMENT
28 AGREEMENT AND THIS RESOLUTION, LITTLE SIX, THAT THE TRIBAL

1 COUNCIL OF MET WITH TRIBAL GENERAL COUNSEL ON FEBRUARY 6,
2 2001 TO REVIEW AGAIN THE TERMS AND CONDITIONS OF THIS
3 DEVELOPMENT AGREEMENT AND THIS RESOLUTION AND TO SEEK HIS
4 ADVICE, AND LITTLE SEVEN OR MEETING TODAY, MARCH 4TH, 2001
5 TO GIVE FINAL CONSIDERATION TO AND TO ADOPT THE DEVELOPMENT
6 AGREEMENT AND THIS RESOLUTION AS A VALID BINDING AND
7 ENFORCEABLE OBLIGATION OF THE TRIBE EFFECTIVE IMMEDIATELY.

8 Q. MR. STEIN DO YOU HAVE ANY RENAL TO BELIEVE ANY OF
9 WHAT YOU READ DID NOT ACTUALLY TAKE PLACE?

10 A. WELL AS PART OF SOME OF IT BUT NOT ALL OF IT BUT
11 THEY ALL SIGNED THAT THIS WAS CORRECT, THEY ALL SIGNED THIS
12 AND IF IT WAS INCORRECT THEY WOULD HAVE SAID WELL NO THIS
13 PART IS INCORRECT. WHAT IT DOES IS IT SHOWS THAT THERE WAS
14 AN ACTIVE NEGOTIATION FROM EARLY DECEMBER THROUGH MARCH
15 4TH, THAT'S MOST OF DECEMBER, ALL OF JANUARY, ALL OF
16 FEBRUARY AND INTO MARCH THERE WERE THIS ACTIVE BACK AND
17 FORTH INCLUDING STEVE OTTO AND SOME OF IT I PARTICIPATED
18 IN, SOME OF IT I DIDN'T BUT THEY ALL SIGNED THAT IT WAS
19 CORRECT IN THEIR CERTIFICATION WHICH -- THE CERTIFICATION
20 CAN BE READ, IT'S THE FOREGOING RESOLUTION WAS CONSIDERED
21 BY THE TRIBAL COUNCIL.

22 Q. HANG ON LET'S -- HANG ON JUST A SEC SO WE HAVE A
23 CLEAR RECORD, THAT BATES NUMBER '05 00 TO WHICH YOU'RE
24 REFERRING, THOSE ARE THE SIGNATURES TO WHICH YOU'RE
25 REFERRING, CORRECT?

26 A. RIGHT AND THE SIGNATURES A- WHAT THEY'RE SIGNING
27 ON MAKE 500 IS THE CERTIFICATION THAT STATES THE FOREGOING
28 RESOLUTION WAS CONSIDERED BY THE TRIBAL COUNCIL OF THE

1 GABRIELINO-TONGVA TRIBE AT THAT TIME A DULY CALLED MEETING
2 AND ADOPTED AND ENACTED WHICH TRIBAL COUNCIL WITH A QUORUM
3 PRESENT ON MARCH 4TH IN RIVERSIDE.

4 MS. IBARRA: I'M GOING TO OBJECT BECAUSE ALL OF --
5 IT MISSTATES TESTIMONY BY ALL OF THESE WITNESSES WHO THE
6 MAJORITY OF WHOM WERE HERE AND GAVE TESTIMONY THAT
7 CONTRADICTS WHAT WAS JUST STATED BY MR. STEIN.

8 MR. FORDYCE: YOUR HONOR THE TESTIMONY WILL SPEAK
9 FOR ITSELF THEY EITHER DID OR DIDN'T SAY THIS DOCUMENT WAS
10 SIGNED.

11 MS. IBARRA: I KNOW BUT I'M STATING THEIR
12 OBJECTION.

13 MR. FORDYCE: THAT'S FINE.

14 MS. IBARRA: THAT WE DID HEAR THEIR TESTIMONY
15 ALREADY.

16 MR. FORDYCE: I'M JUST MAKING A REPORT.

17 MS. IBARRA: AND FOR THE RECORD WE FOUND THE OTTO
18 LETTER AND IT'S PLAINTIFF'S EXHIBIT 16.

19 MR. FORDYCE: WELL I CHOOSE TO -- IF DEFENDANTS
20 CHOOSE TO LOOK AT PLAINTIFFS 16 WE WILL DO.

21 MS. IBARRA: OKAY LET'S MOVE ON.

22 THE COURT: ALL RIGHT.

23 A. ONCE AGAIN THERE'S SO MANY MORE RESOLUTIONS MAYBE
24 WE CAN TO THAT LATER.

25 Q. BY MR. FORDYCE: SO MR. STEIN I'D LIKE TO TAKE YOU
26 THROUGH --.

27 THE COURT: WE WERE AT THE SIGNATURES.

28 MR. FORDYCE: YEAH.

1 MS. IBARRA: YES.

2 MR. FORDYCE: ACTUALLY I WOULD LIKE TO MOVE BACK
3 TO PAGE '04 '98 AND TAKE MR. STEIN THROUGH A COUPLE OF
4 THESE. SMALL I ONE MR. STEIN, DID YOU PROVIDE A DRAFT OF
5 THE DEVELOPMENT AGREEMENT IN EARLY DECEMBER 2001 TO THE
6 COUNCIL?

7 A. YES, I DID.

8 Q. DID YOU MEET WITH THEM PER LITTLE TWO?

9 A. ON JANUARY 14TH?

10 Q. CORRECT.

11 A. YES, I DID.

12 Q. 2001 H DO YOU HAVE PERSONAL KNOWLEDGE UNDER LITTLE
13 THREE AS TO WHETHER THE COUNCIL MET ON ITS OWN FOR SEVERAL
14 HOURS ON JANUARY 27TH, 2001?

15 A. THAT WAS MY UNDERSTANDING AT THE TIME THIS WAS
16 WRITTEN.

17 Q. LITTLE FOUR, MET A SECOND TIME WITH MR. STEIN SO
18 THIS IS A COUNCIL MEETING WITH YOU FOR SEVERAL HOURS ON
19 FEBRUARY 11, 2001. DID THIS TAKE PLACE?

20 A. YES, IT DID.

21 Q. LITTLE FIVE, TRIBAL GENERAL COUNSEL DID YOU
22 PROVIDE TRIBAL GENERAL COUNSEL OTTO A DRAFT OF THE
23 AGREEMENT AND THIS RESOLUTION.

24 MS. IBARRA: I'M GOING TO OBJECT TO REFERRING TO
25 MR. OTTO AS TRIBAL GENERAL COUNSEL. I UNDERSTAND THAT
26 THAT'S WHAT THE DOCUMENT REFERS TO, BUT THERE'S DISPUTED
27 EVIDENCE.

28 MR. FORDYCE: THE DOCUMENT SPEAKS FOR ITSELF.

1 THE COURT: IT IS DISPUTED, BUT IT IS REFERRED TO
2 IN THE DOCUMENT AS TRIBAL GENERAL COUNSEL. SO I UNDERSTAND
3 IT'S DISPUTED AS TO WHETHER IN FACT IT WAS. I WILL TAKE
4 NOTE THERE THERE'S A DISPUTE.

5 MR. FORDYCE: SO MR. STEIN DID YOU PROVIDE THE
6 DEVELOPMENT AGREEMENT IN THIS RESOLUTION TO TRIBAL GENERAL
7 COUNSEL TO MR. OTTO AS STATED IN THIS DOCUMENT.

8 A. YES I DID, HE CONFIRMED BY E-MAIL THAT HE RECEIVED
9 IT.

10 Q. DID YOU MEET WITH -- WELL LET'S.

11 MS. IBARRA: I'M GOING TO -- WELL NO.

12 MR. FORDYCE: I HAVEN'T ASKED A QUESTION YET.

13 MS. IBARRA: I'M OBJECTING TO HIS TESTIMONY. I'M
14 GOING TO OBJECT TO THE CONFIRMATION BY E-MAIL THAT IT'S
15 HEARSAY IF WE DON'T HAVE THE DOCUMENT.

16 THE COURT: MOTION IS GRANTED THE ANSWER IS
17 STRICKEN, THAT PORTION OF THE ANSWER IS STRICKEN IF THE
18 E-MAIL IS HEARSAY.

19 MR. FORDYCE: THANK YOU HER HONOR.

20 Q. IN WHEN I A MR. STEIN DID YOU CONFIRM THAT MR.
21 OTTO?

22 A. IT IS MY UNDERSTANDING AT THE TIME THAT HE DID
23 RECEIVE IT.

24 Q. LITTLE SIX.

25 THE COURT: IF IT'S BASED ON HEARSAY IT'S STRICKEN
26 WHAT IS OTTO SAYS IF HE WAS HERE AND SAYS SOMETHING ABOUT
27 IT THEN HIS TESTIMONY IS WHAT IS THE TESTIMONY.

28 MR. FORDYCE: THANK YOU YOUR HONOR I'LL MOVE

1 AHEAD.

2 Q. AND EVEN THOUGH WE UNDERSTAND THAT THERE'S A
3 FACTUAL DISPUTE AS TO WHETHER MR. OTTO WAS TRIBAL GENERAL
4 COUNSEL OR NOT I'M GOING TO READ FROM THE DOCUMENT LITTLE
5 SIX, TRIBAL GENERAL COUNSEL DID YOU MEET WITH -- WELL LET'S
6 SET AND NO FOUNDATION, FIRST TRIBAL GENERAL COUNSEL
7 REFERRED TO IN NUMBER 6 IS THAT MR. OTTO?

8 A. YES.

9 Q. AND DID YOU IN FACT MEET WITH HIM FOR SEVERAL
10 HOURS PER LITTLE SIX ON FEBRUARY 25, 2001 TO REFER THE
11 TERMS AND CONDITIONS AS STATED IN THIS DOCUMENT?

12 A. I DID NOT, IT WAS MY UNDERSTANDING THAT THE --
13 THAT THEY DID, THAT THE TRIBAL COUNCIL DID.

14 MS. IBARRA: I'M GOING TO OBJECT BECAUSE IT --
15 THERE'S NO PERSONAL KNOWLEDGE.

16 MR. FORDYCE: IT'S HIS UNDERSTANDING.

17 THE COURT: WELL NO. WELL YEAH. WELL HE CAN
18 UNDERSTAND A LOST THINGS. HOW DO YOU KNOW THAT TRIBAL
19 GENERAL COUNSEL MET WITH THE TRIBAL COUNCIL ON FEBRUARY
20 25TH WERE YOU THERE?

21 A. TWO WAYS. NO THEY -- THEY HAD -- THEY -- MULTIPLE
22 PEOPLE MADE SPECIFIC REFERENCES TO ME AT THAT MEETING WHICH
23 GAVE ME THE UNDERSTANDING AND THEN --.

24 THE COURT: WHO WOULD HAVE DONE THAT THOUGH, WHO
25 COULD HAVE TOLD YOU?

26 A. THE SAME PEOPLE WHO DENIED DOING IT LATER AND SOME
27 PEOPLE ADMITTED DOING IT.

28 THE COURT: WHO ARE THE PERSONS?

1 MS. IBARRA: IS THIS GOING TO BE HEARSAY.

2 A. THE PEOPLE THAT SIGNED THIS, SAM DUNLAP SAID THAT,
3 ERNIE VELASQUES SAID THAT TO TO ME.

4 MS. IBARRA: IT'S HEARSAY?

5 A. DAVID VELASQUES.

6 THE COURT: IT'S A PARTY ADMISSION?

7 A. THESE ARE ALL TRIBAL COUNCIL MAYBE.

8 THE COURT: THEY MAY HAVE TESTIFIED DIFFERENTLY
9 BUT HE'S SAYING HE TOLD HIM THAT I'M JUST RULING ON THE
10 HEARSAY OBJECTION NOT NECESSARILY THE TRUTH OF THE
11 STATEMENT JUST THAT IT'S ADMISSIBLE?

12 A. AND SOME OF THESE PEOPLE ACTUALLY ADMITTED THEY
13 WERE WITH HIM AS WELL THE TESTIMONY.

14 THE COURT: I'D HAVE TO GO OVER THE TESTIMONY TO
15 KNOW WHETHER IN FACT THEY SAID THAT SO -- I DON'T REMEMBER
16 IT?

17 A. SO WE HAVE CONFIRMING SIGNATURES FROM EIGHT OF THE
18 10 TRIBAL COUNCIL PEOPLE INCLUDING MANY THAT TESTIFIED HER.

19 THE COURT: SO I'M GOING TO OVERRULE THE OBJECTION
20 THAT HE SAID IT IS MY UNDERSTANDING BECAUSE HIS
21 UNDERSTANDING CAME FROM THE TRIBAL MEMBERS THEMSELVES, HIS
22 STATEMENTS TO THEM, IT'S ALLEGED STATEMENT TO THEM.

23 MS. IBARRA: GOT IT.

24 MR. FORDYCE: AND HOPEFULLY WE CAN AVOID THE SAME
25 OBJECTION FOR LITTLE SEVEN BECAUSE IT'S THE SAME SORT OF
26 THE ISSUE.

27 Q. MR. STEIN OUR MEETING TODAY AND THIS IS REFERRING
28 TO THE COUNCIL MARCH 4, 2001 TO GIVE FINAL CONSIDERATION

1 TODAY AND ADOPT THE DEVELOPMENT AGREEMENT IN THIS
2 RESOLUTION, TO YOUR UNDERSTANDING.

3 THE COURT: SHOW DOWN OTHER.

4 MR. FORDYCE: SORRY YOUR HONOR.

5 THE COURT: YOU'RE GOING REALLY FAST ESPECIALLY
6 WHEN YOU READ.

7 MR. FORDYCE: TRUE ENOUGH.

8 Q. LITTLE SEVEN OUR MEETING TODAY AND THIS IS THE
9 TRIBAL COUNCIL MARCH 4, 2001 TO GIVE FINAL CONSIDERATION TO
10 AND TO ADOPT THE DEVELOPMENT AGREEMENT AND THE RESOLUTION
11 AS THE VALID BINDING AND ENFORCEABLE OBLIGATION OF THE
12 TRIBE EFFECTIVE IMMEDIATELY. TO YOUR UNDERSTANDING DID
13 THIS TAKE PLACE?

14 A. YEAH HE WAS AT THE MEETING WHEN THEY MADE THE --
15 AND I WATCHED THEM DO THE SIGNATURES.

16 Q. LET'S MOVE ON TO THE CLAUSE, NOT THE WHEREAS BUT
17 THE THERE FOR ON BATES '04 '99 THERE FOR BEING IT RESOLVED
18 CAN YOU READ THAT INTO THE RECORD PLEASE?

19 A. THE RESOLUTION SAYS ON PAGE 499 THEREFORE, BE IT
20 RESOLVED THAT THE TERMS AND CONDITIONS OF THE DEVELOPMENT
21 AGREEMENT ARE HEREBY AGREED AND BY THIS RESOLUTION THAT
22 COUNCIL DEPOSITS AND APPROVES THE DEVELOPMENT AGREEMENT AS
23 AN ACTION OF ON BEHALF OF THIS TRIBAL COUNCIL AND THE
24 TRIBE.

25 Q. DO YOU HAVE ANY REASON TO BELIEVE THIS DIDN'T TAKE
26 PLACE?

27 A. NO I WAS THERE AND THE WORDING WAS REVIEWED IN
28 DETAIL.

1 Q. WHY IS IT IMPORTANT?

2 A. BECAUSE IT SAYS THAT THEY AGREED WITH THE
3 DEVELOPMENT AGREEMENT WHICH HAD LOTS OF STUFF IN IT THAT I
4 NEEDED BEFORE I COULD DO THIS WORK WHICH WAS DONE WITHOUT
5 YOU KNOW PROVIDING FOR IMMEDIATE PAYMENT, THESE PEOPLE WERE
6 PENNILESS, I HAD TO GO OUT, RAISE THE MONEY WHICH I DID, I
7 RAISED 21 MILLION DOLLARS OBLIGATION AND THEN -- THEN GOT
8 THE 2.15 MILLION, THAT WAS BECAUSE OF MY EFFORTS AND THAT
9 ALLOWED ME TO BE PAID BUT THAT WAS IN 2006. WE'RE HERE IN
10 2001, FIVE YEARS EARLIER SAYING I'M GOING TO TAKE A
11 GIGANTIC RISK OF DEALING WITH THESE PEOPLE AND WORKING WHEN
12 THEY HAVE NO MONEY TO PAY ME AND I'M GOING TO PUT \$200,000
13 OF MY OWN MONEY INTO IT ALL ON THE HOPE THAT 2006 WILL
14 ACTUALLY OCCUR. SO I NEEDED PROTECTIONS THAT WERE IN THE
15 TERMS AND CONDITIONS OF THE AGREEMENT, ONE PROTECTION OF
16 WHICH IS HEY WE'RE NOT GOING TO DO ANYTHING OTHER THAN WHAT
17 IS IN WRITING AND THIS SAYS THAT THOSE TERMS AND CONDITIONS
18 ARE CORRECT AND IT HAS IN WRITING SOMETHING SIGNED BY THE
19 TRIBAL COUNCIL.

20 Q. LET'S LOOK AT THE BE IT RESOLVED FURTHER, NOT THE
21 NEXT CLAUSE BUT THE CLAUSE AFTER, BE IT RESOLVED FURTHER
22 THAT IS THE INTENTION OF THIS COUNCIL TO BIND THE TRIBE,
23 CAN YOU READ THAT INTO THE RECORD PLEASE?

24 A. ON PAGE 49 9, BE IT RESOLVED FURTHER THAT IT IS
25 THE INTENTION OF THIS COUNCIL TO BIND THE TRIBE AND ANY
26 SUCCESSOR AND RELATED ENTITY THAT MAY ACHIEVE FEDERAL
27 RECOGNITION AS AN INDIAN TRIBE AND/OR ENTER INTO A TRIBAL
28 GAMING COMPACT TO THE AGREEMENT WITH THE DEVELOPER.

1 Q. WHY IS THAT IMPORTANT?

2 A. WELL WHAT THAT BASICALLY SAID WAS THAT NO MATTER
3 HOW MANY TIMES THE TRIBAL COUNCIL MIGHT CHANGE AND THERE
4 WERE 27 DIFFERENT INDIVIDUALS ON THE TRIBAL COUNCIL THAT
5 THE TERMS OF THIS AGREEMENT WERE THERE. SO FOR EXAMPLE IF
6 SAM DUNLAP SAYS FIVE YEARS LATER OH YOU'RE ANY ATTORNEY
7 THAT MIGHT BE FINE FOR SAM DUNLAP AND HE DID SUE ME IN THIS
8 LITIGATION EARLIER AND THAT SUIT FAILED, THAT MAY BE FINE
9 BUT AS FAR AS THE TRIBE WAS CONCERNED THE TRIBE WAS BINDING
10 WHOEVER MIGHT BE ON THE COUNCIL AT A LATER DATE TO THESE
11 TERMS AND CONDITIONS WHICH SAID THEY ARE GOING TO DO THEIR
12 BEST TO MAKE SURE THERE'S NO IMPLICATION THAT THERE WAS AN
13 ATTORNEY CLIENT AGREEMENT OR THEY'RE GOING TO RAISE THEIR
14 HAND AND WARN ME AND DO SOMETHING IN WRITING SAYING WE'RE
15 NOT DIAGNOSE SOMETHING UNDER THIS AGREEMENT.

16 THE COURT: IS THAT WHAT YOUR CONTENTION IS THAT'S
17 WHAT IT SAYS OR IS IT YOUR INTERPRET STATION BECAUSE THAT'S
18 NOT LITERALLY WHAT IT SAYS?

19 A. OH AND THE COURT IS EXACTLY RIGHT, I'M GOING FROM
20 THE IDEA THAT SUCCESSORS AND SUCCESSIVE TRIBAL COUNCIL ARE
21 BOUND TO THIS AGREEMENT AND THEN I'M SAYING RAMP OCCASION
22 OF THAT IS THAT THEY'RE BOUND TO THE FACT THAT THEY'RE
23 EXCULPATORY CLAUSES IN IT.

24 Q. AND THEN BROADLY MR. STEIN IS THERE ANYTHING YOU
25 SEE IN RESOLUTION 10 THAT CREATES AN ATTORNEY-CLIENT
26 RELATIONSHIP BETWEEN YOU AND THE TRIBE?

27 A. NO AND THE ONLY THING THAT HAS TO DO WITH
28 ATTORNEY-CLIENT RELATIONSHIP IN RESOLUTION 10 WAS THAT THEY

1 HAD AN OPPORTUNITY TO GET LEGAL COUNSEL WHICH IS PRETTY
2 TYPICAL FOR ANY CORPORATE RESOLUTION BY ANY PARTY.

3 Q. LET'S MOVE ON -- LET'S SEE IF I CAN GET JUST A
4 COUPLE MORE THINGS DONE IN THE NEXT COUPLE OF MINUTES.
5 BATES NUMBER 0501 IS RESOLUTION 15, CONTRACTUAL AGREEMENT
6 BETWEEN TRIBE AND TRIBAL GENERAL COUNSEL. AND I DRAW YOUR
7 ATTENTION TO PAGE 502 BATES 0502, THE FIRST THEREFORE
8 CLAUSE, JUST SLIGHTLY IN THE MIDDLE OF THE PAGE, CAN YOU
9 READ THAT INTO THE REPORT PLEASE?

10 A. YEAH. WHICH ONE? HOW DOES IT GO?

11 Q. IT GOES THEREFORE, BE IT RESOLVED THAT ED
12 HAMBURGER BE AND HEREBY IS APPOINTED?

13 A. YEAH AND ON THE SECOND PAGE.

14 THE COURT: THERE'S A RESIGNATION BY OTTO AND AT
15 LEAST A CLAIM THAT HE WAS MISSING.

16 MS. IBARRA: THIS IS UNSIGNED.

17 THE COURT: IT SAYS PURSUANT TO ECONOMIC
18 DEVELOPMENT RESOLUTION NO. 2, THE TRIBAL COUNCIL HAD
19 APPOINTED MR. OTTO AS TRIBAL GENERAL COUNSEL.

20 MR. FORDYCE: YEAH THAT'S --.

21 THE COURT: SO THAT WOULD HAVE BEEN AFTER THE
22 AGREEMENT? ?

23 A. YEAH THIS IS -- YEAH I THINK THE TIMING IS
24 IMPORTANT HERE. MARCH 4TH, OTTO HAD BEEN LOST BEFORE MARCH
25 4TH AND THE SIGNATURES ACTUALLY OCCURRED, HE'S LOST BEFORE
26 THEN.

27 THE COURT: HE WAS -- I'M SORRY?

28 A. HE WAS LOST HE HAD RESIGNED BEFORE MARCH 4TH

1 OCCURRED.

2 MS. IBARRA: I'M GOING TO SAY -- I'M JUST GOING TO
3 OBJECT THAT IT MISSTATES EVIDENCE?

4 A. I'M SORRY I WAS IN A MIDDLE OF A SENTENCE.

5 THE COURT: OKAY WELL?

6 A. AND THEN APRIL 29TH IS WHEN THIS WAS AN
7 OCCURRENCE, SO THIS WAS ALL OF MARCH AND ALL OF APRIL, TWO
8 MONTHS LATER.

9 THE COURT: OKAY SO WHAT DID YOU WANT TO STAY.

10 MS. IBARRA: I JUST WANTED TO OBJECT THAT IT
11 MISSTATES EVIDENCE, THE PLAINTIFFS 16 SAYS THAT HE WAS
12 NEVER ENGAGED ENGAGED, THAT'S THE SUBSTANCE OF HIS LETTER.

13 THE COURT: SO THIS RESOLUTION APPEARS TO -- HAS
14 NO SIGNATURES.

15 MS. IBARRA: IT HAS NO SIGNATURES.

16 MR. FORDYCE: HOWEVER YOUR HONOR I THINK WE MIGHT
17 BE ABLE TO ADDRESS THAT WITH RESOLUTION 17 WHICH WE'RE
18 GETTING TO.

19 THE COURT: OKAY.

20 Q. BY MR. FORDYCE: MR. STEIN DO YOU KNOW IF THIS
21 RESOLUTION ACTUALLY EVER WAS SIGNED?

22 A. YEAH THE -- UNFORTUNATELY NOT ALL COPIES OF IT
23 WERE, THE TRIBAL COUNCIL WHEN THEY LEFT IN 2006 THEY TOOK
24 WITH THEM A LOT OF BOOKS INCLUDING THE BOOKS THAT SHOWED
25 TIME SLIPS WE'VE TALKED ABOUT BEFORE BUT THEY ALSO TOOK ALL
26 THE RESOLUTIONS SO THE ORIGINAL SIGNED COPIES OF THE
27 RESOLUTIONS WERE TAKEN.

28 MS. IBARRA: AGAIN I'D JUST OBJECT.

1 THE COURT: NO LET HIM FINISH AND THEN YOU CAN
2 OBJECT.

3 A. YEAH THE ORIGINAL -- THERE WERE SIX OF THEM AND
4 THEY WALKED OUT WITH ABOUT 20 OR 30 BOOKS BUT WE HAD
5 MULTIPLE COPIES, WE HAD MULTIPLE EXECUTED COPIES,
6 UNFORTUNATELY WHAT THEY LEFT BEHIND AS IT TURNED OUT
7 RESOLUTION 15 WAS NOT SIGNED, I'VE SEEN THE SIGNED VERSION
8 BUT THIS IS NOT IT.

9 MS. IBARRA: SO OBJECTION THAT IT MISSTATES
10 TESTIMONY BY MULTIPLE WITNESSES THAT THERE WERE A NUMBER OF
11 COPIES OF ALL OF THESE RESOLUTIONS AND THEY ONLY TOOK ONE
12 COPY AND THE OTHER COPIES WERE LEFT IN MR. STEIN'S OFFICES,
13 THERE'S NO REASON WHY THIS WOULDN'T BE -- THERE WOULDN'T BE
14 IN EXISTENCE A SIGNED COPY OF THIS AND THERE'S ALSO
15 TESTIMONY THAT THERE WAS COPIES IN THE COMPUTER THAT WAS
16 LEFT IN MR. STEIN'S OFFICE. AND I UNDERSTAND THAT'S GOING
17 TO BE OVERRULED BECAUSE -- BUT WE CAN MOVE ON.

18 MR. FORDYCE: IT'S A FACTUAL DISPUTE.

19 THE COURT: WELL HE'S SAYING IT WAS SIGNED. HOW
20 DO YOU KNOW IT WAS SIGNED?

21 A. I'VE SEEN A SIGNED RESOLUTION.

22 MR. FORDYCE: MR. STEIN'S PERSONAL KNOWLEDGE YOUR
23 HONOR?

24 A. AND I ALSO SAW HOW MANY BOOKS WERE TAKEN, WE HAD
25 FOUR COPIES OF THE BOOKS AND THERE WAS ONE COPY LEFT SO
26 SINCE I WAS VERY FAMILIAR WITH WHAT MY OWN LAW OFFICE AND
27 THE ROOM SET ASIDE FOR THE TRIBES PURPOSES LOOKED LIKE, WE
28 SAW THAT THERE WERE MANY COPIES MISSING NOT JUST ONE.

1 Q. BY MR. FORDYCE: SO MR. STEIN DOES -- TO YOUR
2 KNOWLEDGE, WAS MR. HAM APPOINTED BY THE TRIBAL GENERAL
3 COUNSEL AT ANY POINT ON OR AROUND THE FIRST FOUR OR FIVE
4 MONTHS OF 2001?

5 A. YES HE WAS APPOINTED ON APRIL 29TH, 2001.

6 Q. AND YOU HAVE PERSONAL KNOWLEDGE OF THIS?

7 A. YES.

8 Q. MOVE ON TO RESOLUTION 17 AND THIS IS BATES NUMBER
9 '05 '04.

10 THE COURT: I HAVE A QUESTION, THIS ECONOMIC
11 DEVELOPMENT AGREEMENT WAS DRAFTED AND SIGNED AND THE
12 RESOLUTIONS CAME AFTER?

13 A. RIGHT IT WAS DRAFTED -- THE RESOLUTION 10 WAS AT
14 THE SAME TIME THAT WAS WHAT WAS APPROVED THE DEVELOPMENT
15 AGREEMENT AND THEN RESOLUTION 15 WAS TWO MONTHS AFTER AND
16 THEN 17 WAS AFTER THAT.

17 MR. FORDYCE: AND WE'RE ON RESOLUTION 17 NOW THIS
18 IS APRIL --?

19 A. HOLD ON.

20 THE COURT: THE QUESTION IS.

21 MR. FORDYCE: OH I'M SORRY YOUR HONOR.

22 THE COURT: I'M CURIOUS PURSUANT TO ECONOMIC
23 DEVELOPMENT RESOLUTION NUMBER 2 THE TRIBE HAD APPOINTED
24 GENERAL COUNSEL OTTO BY THE TRIBAL COUNCIL SO WHEN WAS
25 RESOLUTION TWO EXECUTED WAS IT AFTER THE ECONOMIC
26 DEVELOPMENT AGREEMENT WAS SIGNED BY THE TRIBAL MEMBERS?

27 A. NO YOUR HONOR.

28 THE COURT: BECAUSE YOUR CLAIM WAS THEY WERE

1 REPRESENTED BY OTTO AND THEY SIGNED THE AGREEMENT AND THIS
2 WAS SAY SUBSEQUENT RESOLUTION -- BY SUBSEQUENT RESOLUTION
3 OTTO WAS HIRED SO I DON'T SEE HOW HE COULD HAVE BEEN
4 COUNSEL FOR THEM WHEN?

5 A. WELL FIRST OF ALL.

6 THE COURT: WHEN THE DOCUMENT WAS SIGNED IF HE
7 WASN'T HIRED UNTIL LATER SO?

8 A. THERE WERE 10 RESOLUTIONS SIGNED ON THE FIRST DAY.
9 THE 10TH WAS TO APPROVE THE AGREEMENT. THE FIRST NINE DID
10 VARIOUS THINGS INCLUDING APPOINTING STEVE OTTO BUT MY
11 TESTIMONY IS NOT THAT HE WAS TRIBAL GENERAL COUNSEL ON
12 MARCH 4TH, MY TESTIMONY HAS BEEN THAT THEY HAD THE
13 OPPORTUNITY CONSULT WITH A LAWYER AND THEN WE FIXED IT WITH
14 LATER RESOLUTIONS ON LATER DATES WHEN THEY DID HAVE TRIBAL
15 GENERAL COUNSEL AND WE RATIFIED THE ACTION.

16 THE COURT: SO YOU'RE SAYING THEY DIDN'T HAVE
17 COUNSEL AT THE TIME DESPITE WHAT THIS DOCUMENT SAYS, THEY
18 DIDN'T HAVE COUNSEL AT THE TIME BECAUSE THE SMDC AGREEMENT
19 SEEMS TO INDICATE THAT THEY HAD COUNSEL, THERE ARE PORTIONS
20 THAT SAY THEY HAD THE OPPORTUNITY TO OBTAIN COUNSEL BUT I
21 THINK THERE WERE OTHER PROVISIONS THAT ACTUALLY SAY THEY
22 HAD COUNSEL AND THAT'S MY --?

23 A. THAT WOULD BE A QUESTION TO -- FOR I THINK IT WAS
24 SECTION 23, PAGE 48 --.

25 THE COURT: WELL THAT PROVISION YOU WERE TALKING
26 ABOUT, THE WHEREAS ON PAGE 498 AND 499, WHEREAS THE COUNCIL
27 MET WITH TRIBAL GENERAL COUNSEL FOR SEVERAL HOURS ON
28 FEBRUARY 25TH, 2001 TO REVIEW AGAIN THE DEVELOPMENT

1 AGREEMENT AND SEEK HIS ADVICE BUT THE RESOLUTION NUMBER 2
2 WHICH COMES AFTERWARD?

3 A. NO RESOLUTION WOULD BE BEFORE 10.

4 THE COURT: BEFORE --?

5 A. THIS WAS RESOLUTION 10 THAT YOU'RE READING FROM.

6 THE COURT: YES?

7 A. WAS RESOLUTION NUMBER 10.

8 THE COURT: NO NO NO. MAYBE I'M CONFUSED.

9 MR. FORDYCE: IT WAS A LITTLE CONFUSING.

10 MS. IBARRA: IT IS CONFUSING.

11 THE COURT: OH MY GOSH. OKAY THIS ECONOMIC
12 DEVELOPMENT RESOLUTION MARCH 4TH.

13 MR. FORDYCE: CORRECT YOUR HONOR?

14 A. WHICH PAGE ARE YOU ON.

15 THE COURT: IS NUMBER 10?

16 A. SO 10 COMES AFTER NUMBER 2.

17 THE COURT: SO NUMBER 2 -- RIGHT. BUFF MY
18 QUESTION IS DEFINITE -- DID THEY HAVE COUNSEL AT THE TIME
19 THAT THE SMDC AGREEMENT WAS ENTERED INTO?

20 A. DID THEY HAVE COUNSEL?.

21 THE COURT: RIGHT WHO WAS REPRESENTING THEM AT
22 THAT TIME?

23 A. ON THE EXACT DATE THAT THEY SIGNED IT, I BELIEVE
24 MR. OTTO HAD RESIGNED BY THAT DATE AND I BELIEVE THAT'S
25 WHERE THE WHEREAS CLAUSE THAT THEY SIGNED ONTO WAS SO
26 IMPORTANT AS IT SHOWS HAD HE HAD EVERY OPPORTUNITY TO HAVE
27 COUNSEL EVEN IF THEY DIDN'T HAVE COUNSEL ON THAT DAY.

28 THE COURT: SO THEY DIDN'T HAVE COUNSEL BUT YOU

1 PUT IN THERE THEY HAD THE OPPORTUNITY TO --

2 A. AND THAT WAS MY TESTIMONY TODAY YES, MA'AM.

3 THE COURT: I WAS JUST A LITTLE CONFUSED BY THE
4 TESTIMONY?

5 A. ABSOLUTELY.

6 THE COURT: AND THE -- BECAUSE THE RESOLUTIONS
7 AREN'T BEING PRESENTED IN KIND OF NUMERICAL ORDER THEY'RE
8 BEING PRESENTED KIND OF ALL OVER THE PLACE, WE'RE LOOKING
9 AT 10 FIRST, INSTEAD OF ONE TWO THREE FOUR SO IT SIGNED OF
10 MAKES MORE SENSE TO GO THROUGH IT THAT WAY BUT --?

11 A. YOU'RE RIGHT.

12 THE COURT: ALL RIGHT. GO AHEAD -- OH I TOOK UP
13 ALL THE TIME.

14 MR. FORDYCE: OH. AH. WELL, I SUPPOSE I WAS
15 JUST AT RESOLUTION 17 SO THAT'S FINE.

16 THE COURT: SO RESOLUTION 17 IS WHERE YOU'RE GOING
17 TO GO NEXT.

18 MR. FORDYCE: YES THAT'S FINE YOUR HONOR.

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