

1 CAUTIONS IN USING A REALTIME PARTIALLY EDITED TRANSCRIPT

2

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.

20

21

22

23

24

25

26

27

28

1 GABRIELINO-TONGVA TRIBE VS. STEIN, TRIAL DAY 14

2 ROUGH TRIAL TESTIMONY OF VIRGINIA CARMELO

3

4 THE COURT: All right plaintiff you may call your  
5 next witness. Did we break off from somebody.

6 MS. IBARRA: Yeah we did, with Ms. Virginia  
7 Carmelo who's supposed to be here, I haven't seen here, if  
8 she's not --.

9 MR. STEIN: And Your Honor because I have not yet  
10 had a chance to cross-examine her.

11 THE COURT: Oh yeah she's coming back.

12 COURT ATTENDANT: She's here Your Honor. Bring  
13 her in.

14 THE COURT: Nods. Ms. Carmelo would you please  
15 retake the seat.

16 MR. FORDYCE: And Your Honor just from my notes do  
17 we have any decision of where we are on timing.

18 THE COURT: I don't think we have any timing, I  
19 didn't put any time on Mr. Crane, now that we have don't  
20 have a jury we're not as tight on time but she can go ahead  
21 and look.

22 MR. FORDYCE: Thanks Your Honor.

23 THE COURT: But you can start in.

24 MR. FORDYCE: Thank you.

25 THE COURT: You have don't need to be re sworn you  
26 understand you're still under oath?

27 A. Yes. Let me just look for my glasses.

28 Q. BY MS. IBARRA: Ms. Carmelo did Mr. Stein ever

1 tell you that he was an Indian law expert?

2 A. I don't think so, no.

3 Q. Did he tell you he was experienced in Indian  
4 gaming law?

5 A. I'm sorry in what.

6 Q. Indian gaming law, tribal gaming?

7 A. I don't remember I staying anything about that.

8 Q. During the time that you were associated -- that  
9 you were tribal council chairwoman, you had multiple  
10 lawyers, correct?

11 A. Yes.

12 Q. Did you ever think that the fact that you had one  
13 lawyer meant that you couldn't have others?

14 A. Yes. I -- it took me sometime to understand that  
15 lawyers had different expertise [-Z] and so different  
16 lawyers were required for different aspects. So initially  
17 being introduced to Mr. Stein I thought that he would be  
18 able to as a lawyer cover all of our necessities as a tribe  
19 moving forward.

20 Q. So that was your impression of him from the  
21 beginning?

22 A. From the beginning, uh-huh.

23 MR. STEIN: Forgive me Your Honor, I don't  
24 understand the witness' answer she --.

25 THE COURT: Well then you can clarify it.

26 MR. STEIN: Very good.

27 THE COURT: On your cross.

28 Q. BY MS. IBARRA: And so the other lawyers, who were

1 the other lawyers besides Mr. Stein that were associated  
2 with the tribe?

3 A. Rae Lamothe, Liz Aronson and later Marilyn  
4 Barrett, Jim McShane, and Dina Gonzalez.

5 Q. This is after the [TKO\*UP], after the [HREUS]  
6 [TKPWAEUGS]?

7 A. Those are after the litigation.

8 Q. I'm talking about plaintiff litigation?

9 A. Up to Marilyn Barrett.

10 Q. That was it, those are all the ones you can  
11 recall?

12 A. Yes.

13 Q. So when we left off we were talking about the  
14 fiduciary duty of Exhibit 67?

15 A. Is that in here?

16 Q. Yeah it's in the blue binder, and I think I gave  
17 you a loose leaf one because it's easier for you to pull  
18 out?

19 A. Yes, you do.

20 Q. So and is it your recollection that this was  
21 prepared by Mr. Stein.

22 THE COURT: Let me get it first.

23 MR. FORDYCE: I'm sorry Your Honor our binder from  
24 Plaintiffs does have not an exhibit here.

25 MS. IBARRA: Oh that's right it was missing and  
26 then I circulated another copy of it.

27 MR. STEIN: We never got another copy of it Your  
28 Honor.

1 THE COURT: Well I don't know if I have one, let  
2 me check, '67.

3 MR. FORDYCE: Oh, you know what, my apologies, we  
4 do.

5 THE COURT: I'm 19 that doesn't have it but that's  
6 all right.

7 MR. FORDYCE: If Your Honor doesn't have two  
8 then --.

9 THE COURT: But can I see it for a second,  
10 maybe.

11 A. (Indicating.).

12 THE COURT: Yeah I think I did receive it at one  
13 point.

14 MR. STEIN: Your Honor may we give it to the  
15 clerk? We have an extra copy.

16 MS. IBARRA: That's -- yours has notes on it  
17 though. The Stein version has notes which is why we had a  
18 separate copy.

19 MR. FORDYCE: I remember seeing this but.

20 MS. IBARRA: Yes this is it.

21 THE CLERK: Mr. Stein had it.

22 THE COURT: Okay thank you.

23 Q. BY MS. IBARRA: Can you look at Item No. 4?

24 THE CLERK: It was talked about on July 7th?

25 A. Okay.

26 Q. BY MS. IBARRA: Can you read it?

27 A. Fraudulent transfer law, liability to gaming  
28 authority slash tribe. Liability to any unpaid creditors,

1 liability to innocent council members on indemnification  
2 claims.

3 Q. So when you read this, what did you think this  
4 referred to?

5 A. This specifically?

6 Q. Yes. ?

7 A. Four?

8 Q. If you can recall?

9 A. What I recall is what the report is basically, I  
10 felt like it was a threat that -- in that we should know  
11 that we had these responsibilities which we did, we were  
12 aware of that.

13 THE COURT: Who prepared this document?

14 A. You know it was presented to us by Jim McShane.

15 THE COURT: Who's Jim McShane?

16 A. Jim McShane is the lawyer that Mr. Stein [KO\*Z]  
17 brought in to explain this document.

18 THE COURT: Oh okay?

19 A. To us.

20 THE COURT: Was Mr. Stein and Mr. Shane?

21 A. That's right.

22 Q. BY MS. IBARRA: But you testified that had you  
23 thought Mr. Stein prepared it?

24 A. That's correct.

25 Q. Why?

26 A. Because I believe when we were called into this  
27 meeting that we were -- he had -- the purpose of the  
28 meeting was going to be to discuss this or for it to be

1 presented so we already had been idea we were going to  
2 receive something having to do with fiduciary duties.

3 Q. So my question is why did you think that Mr. Stein  
4 had prepared it?

5 A. Because he was the initiate-er at that meeting and  
6 there was -- we had no reason after the September 9th  
7 event.

8 Q. So do you have -- so is that the only reason you  
9 thought he prepared it?

10 A. Yes.

11 Q. Can you look at the letterhead?

12 A. Yes.

13 Q. Would Mr. shake have put his own memos on the  
14 Gabrielino-Tongva Tribal letterhead?

15 A. No.

16 Q. Was Mr. McShane engaged at this point?

17 A. No.

18 THE COURT: Was he just somebody who showed up at  
19 the meeting?

20 A. No I think he was -- he was brought in by Mr.  
21 Stein to basically give us another opinion, another legal  
22 opinion of what our fiduciary duties would be and it was  
23 the first time I ever met him.

24 Q. BY MS. IBARRA: So the first time you met Mr.  
25 Shane was during the meeting where you discussed this  
26 documents?

27 A. Where they present [TH-D] document to us, yes.

28 Q. And Mr. Stein had told you before. Do you recall

1 how he told you he was going to have a discussion with you  
2 about fiduciary duties.

3 MR. STEIN: Objection leading.

4 THE COURT: Overruled?

5 A. It most likely was by e-mail since I wasn't  
6 converts-g him by telephone at that point. It could have  
7 been --.

8 THE COURT: Did you have some type of resolution  
9 that hired McShane?

10 A. No.

11 Q. You did eventually hire Mr. McShane?

12 A. No.

13 THE COURT: But not at this time?

14 A. No not at this point.

15 Q. BY MS. IBARRA: So this was like a meet and greet  
16 with Mr. McShane and to a report on your fiduciary duties?

17 A. You know the way I remember it being presented is  
18 you guys need to under your fiduciary duties so I'm going  
19 to invite this friend of mine Jim McShane who's a lawyer  
20 who's going to explain it to you, that's kind of what I  
21 remember.

22 Q. And is this document is it like an agenda item, I  
23 mean an agenda -- an agenda of what --

24 A. At that point we were not meeting with Mr. Stein.  
25 So he prepared -- he prepared this meeting with this item  
26 to be presented.

27 Q. So you testified earlier this is something  
28 that --.



1 THE COURT: Was he even fired by this point?

2 A. Mr. Stein.

3 THE COURT: Fired or --?

4 A. Yes he quit on September 9th yes so this was 10  
5 days later.

6 THE COURT: So 10 days later, he quits or whatever  
7 and then had he wants to -- and then he calls this meeting  
8 with you.

9 A. Yes.

10 THE COURT: And brings a lawyer?

11 A. Uh-huh yes.

12 THE COURT: Okay to explain your fiduciary duties?

13 A. Yes. And myself, I had already determined that I  
14 didn't want to be in his presence but because some of the  
15 other council members asked me to attend, I did.

16 Q. BY MS. IBARRA: And so look at Item No. 4?

17 A. Okay.

18 Q. Can you read that?

19 A. Yes.

20 Q. Can you read it out loud please?

21 A. Fraudulent transfer lawsuit, liability to gaming  
22 authority tribe, liability to any unpaid creditors,  
23 liability to innocent council members on indemnification  
24 claims.

25 Q. You testified earlier that you thought this was a  
26 threat?

27 A. Well just the entire report I felt like basically  
28 the message given was that you guys are not doing your

1 duties and if you don't you're going to be in [TRUFBL] with  
2 the law.

3 Q. Did he eventually sue you for fraudulent  
4 transfers?

5 A. Yes.

6 Q. So was he telling you -- was he trying to tell you  
7 ways he might sue you?

8 A. I think what he was trying to do that day was you  
9 guys need to continue on this path otherwise this will  
10 [HR-BG] like this is [WHA\*] what is happening, you are not  
11 living up to your fiduciary duties.

12 Q. Did you think it was odd that he was already in an  
13 adverse position with you, that there was already like a  
14 conflict and that he was giving you advice about the  
15 conflict that he was having personally with the tribal  
16 council.

17 MR. STEIN: Objection leading.

18 THE COURT: Sustained?

19 A. Answer.

20 THE COURT: Well she has to rephrase that.

21 MS. IBARRA: I have to rephrase it?

22 A. Okay.

23 Q. BY MS. IBARRA: Was there -- at this point there  
24 was a conflict between the tribe -- the tribal council and  
25 Mr. Stein?

26 A. Correct.

27 Q. Was -- did Mr. Stein ever give you advice about  
28 his position with the tribe?

1           A.    After the conflict, after the date of the  
2 conflict?

3           Q.    Yes.

4           A.    Well that's a little hard to answer because since  
5 I myself wasn't communicating with him but I think he was  
6 sending e-mails basically for the tribe to continue to work  
7 with him -- I mean the tribal council.

8           Q.    Okay well let's back up?

9           A.    Okay.

10          Q.    How about before the conflict, did he ever give  
11 you legal advice about positions he was taking vis-a-vis  
12 the tribe?

13          A.    Positions that he was taking?

14          Q.    Yes.  For example if he had a conflict with Liz  
15 Aronson did he give you any conflict about his position  
16 versus Liz Aronson's position?

17          A.    Not that I recall.

18          Q.    Did he ever tell you that Liz Aronson was  
19 incompetent?

20          A.    I don't recall that, I remember hearing that he  
21 said that but I don't remember him saying it to me.

22          Q.    Did he ever tell you that Liz Aronson was not a  
23 good lawyer?

24          A.    I think a phrase might have been something to the  
25 effect that she was as knowledgeable as other lawyers.

26          Q.    Dose that she wasn't as knowledgeable as he was?

27          A.    I think that was the intention.

28          Q.    Was it explicit or implicit?

1 A. It was implicit.

2 Q. Did he ever say that about Ms. Marilyn Barrett?

3 A. No not that I remember.

4 Q. You knew that he fired her?

5 A. Yes.

6 Q. Do you know why Mr. Stein fired Ms. Barrett?

7 A. I don't remember why, I just remember thinking  
8 that okay she did her job and now he considers that she's  
9 no longer needed when as I looked at it, you know there  
10 was -- there would have at that time been further work to  
11 be done.

12 Q. Do you know when she was fired?

13 A. I think it was -- well it was just before the  
14 Libra funding was -- you know all of that played out.

15 Q. So Ms. Barrett was not present at the time that  
16 the Libra funding agreement was executed and entered  
17 into?

18 A. No.

19 Q. Were you -- so you were the signatory on the Libra  
20 funding agreement?

21 A. Yes.

22 Q. Who was with you when you executed that agreement?

23 A. The tribal council I think. I'm trying to recall  
24 where it was executed. Yeah I would I think at least some  
25 of the members of the tribal council were there.

26 Q. Did you have a lawyer present? Did you have a  
27 lawyer present on your behalf?

28 A. Mr. Stein was present.

1 THE COURT: He was present for what the signing.

2 MS. IBARRA: Yes the signing.

3 Q. Did he tell you to sign the agreement?

4 A. Which I don't remember him actually telling me to  
5 sign the agreement, I remember we were in prep [RAEUGZ] for  
6 days and days and days and days and that was going to be --  
7 after all the [WREUFRPG] [-LZ] were ironed out that was  
8 going to be the end game to sign it so I knew all along  
9 that was what was going to happen once we came to agreement  
10 on both sides.

11 Q. So who was keeping you appraised of it before all  
12 this activity was happening?

13 A. Well before I think Marilyn was, she were  
14 reporting to us and we were meeting with her quite often  
15 but also Mr. Stein would keep us updated as to what was  
16 transpiring.

17 Q. Did you realize that she had been fired?

18 A. No.

19 Q. You didn't?

20 A. No.

21 Q. So there was never amiss to you that she all of a  
22 sudden she wasn't -- she wasn't around?

23 A. I did -- I do remember wondering what had happened  
24 and again thinking well she was employed by the tribal  
25 council, the tribe not anyone else.

26 Q. But it was Mr. Stein who was sort of keeping you  
27 appraised of the status and when you were going to actually  
28 execute and close the agreement?

1 A. Yes.

2 Q. And he was the only lawyer who was present on the  
3 day of the signing.

4 MR. STEIN: Objection leading.

5 THE COURT: Overruled. I think she said it  
6 already.

7 MS. IBARRA: I think she did too.

8 THE COURT: It's just repeating what she said so  
9 asked and answered.

10 Q. BY MS. IBARRA: Okay. Moving along, so the  
11 decision of when the agreement was complete and ready for  
12 signature, was that your decision or was that Mr. Stein's  
13 decision?

14 A. Well I think as it was changing every day, I just  
15 remember it kept -- we kept pushing back the date and so  
16 feign Lee the last date was okay this is it h May the  
17 20th.

18 Q. You kept pushing back the date why?

19 A. Well because there were being changes, changes  
20 were occurring in the contract.

21 Q. So there was a lot of last minute changes?

22 A. I wouldn't say last minute, I would just say there  
23 were a lot of changes over a period of weeks.

24 Q. I'll ask you look at the agreement in a minute but  
25 I just want to go through a couple of other issues quickly.  
26 Did Mr. Stein ever tell you that it was illegal to record  
27 tribal council meetings?

28 A. I don't remember him ever saying that.

1 Q. Was there ever an issue about recording meetings?

2 A. There was a lot of discussion on that. Some  
3 council members wanted recordings, others didn't. In the  
4 end we just kind of postponed it and kept on having  
5 meetings without recordings but there were times when we  
6 did record.

7 Q. Did Mr. Stein ever state a position about  
8 recording meetings?

9 A. No.

10 Q. But there was an issue with a tape recorder once?

11 A. Yes.

12 Q. But that was not about meetings?

13 A. I'm sorry?

14 Q. That was not about meetings?

15 A. ?

16 A. Are you talking about the tape recorder throwing  
17 or --.

18 Q. Yes. Yes?

19 A. Oh yeah that wasn't about the meeting though, that  
20 was a recording was presented for the council to listen to.

21 THE COURT: That was a phone call, is that what  
22 that was?

23 A. That was -- no it was a tribal council meeting.

24 THE COURT: Oh the tape recording of --?

25 A. And we were listening to a cassette recording.

26 Q. But it was a cassette recording of a voicemail?

27 A. Of a voicemail yes.

28 Q. That Mr. Stein left for?

1 A. For Liz Aronson.

2 Q. Did he ever tell you it was illegal to play a  
3 voicemail?

4 A. No.

5 Q. Did he ever threaten --?

6 A. I think he may have said that he didn't -- I know  
7 he didn't like it, he didn't care for it. He -- you know  
8 it made him angry.

9 Q. But he didn't give you any legal advice about  
10 that?

11 A. I don't recall.

12 Q. Did he ever tell you -- did he ever give you legal  
13 advice about whether you owed Marilyn Barrett's firm any  
14 money?

15 A. I think so.

16 Q. What was that advice?

17 A. Just that there was an amount that was outstanding  
18 and that we should withhold payment for sometime.

19 Q. And do you recall the basis for withholding  
20 payment?

21 A. Huh. No not without my notes.

22 Q. You took notes?

23 A. Well we had tribal council meetings and so I took  
24 notes many times.

25 Q. But you don't remember as you sit here today?

26 A. I don't remember.

27 Q. Let's look at the Libra agreement which is 644.

28 THE COURT: How long have we been going.



1 THE CLERK: We started at 136.

2 THE COURT: Let's take a break yeah, 15 minutes?

3 A. Thank you.

4 THE COURT: Uh-huh.

5 (Break taken.) 03:01 PM to 03:14 PM.

6 THE COURT: Gabrielino-Tongva Tribe versus Stein,  
7 BC361307. You may proceed.

8 MS. IBARRA: Thank you.

9 Q. BY MS. IBARRA: So before we continue with our  
10 line of questioning we wanted to ask you about the  
11 confidentiality of the records that were maintained in Mr.  
12 Stein's law offices. So you previously said that you never  
13 actually saw the SMDC agreement complete?

14 A. Right.

15 Q. So you only saw the resolutions that were put  
16 before you regarding the SMDC agreement?

17 A. Yes.

18 Q. Do you know where these -- you know these business  
19 documents were kept?

20 A. Yeah in a room in Mr. Stein's office.

21 Q. Did you have access to them?

22 A. You know, I never asked if I had access to them  
23 so, I don't know. I knew they were there when the dispute  
24 happened because Ms. Aronson told us.

25 Q. So Ms. Aronson had access?

26 A. Yes.

27 Q. Did Mr. Stein have access?

28 A. Yes.

1 Q. Did Ms. Barbara Garcia have access?

2 A. Yes.

3 Q. Do you know of anybody else who definitely had  
4 access?

5 A. No did.

6 Q. Any the tribal council members have access?

7 A. Not that I know of.

8 Q. What else was maintained in Mr. Stein's law  
9 offices besides the SMDC agreement?

10 A. Pardon me, what else --.

11 Q. What other documents?

12 A. Oh, well the tribal council notes were kept in the  
13 binders in that area.

14 Q. Are notes resolutions?

15 A. Including the resolutions, the tribal council  
16 meetings, the notices that we would have a meeting and then  
17 the minutes from the meetings, et cetera all those would be  
18 kept with those documents.

19 Q. So there's more than just resolutions, there's  
20 notices?

21 A. Yes.

22 Q. And minutes?

23 A. And minutes.

24 THE COURT: How about an agenda, would you have an  
25 agenda for your meetings?

26 A. Yeah the notice [WOZ] include the agenda, uh-huh.

27 Q. BY MS. IBARRA: And any other documents that were  
28 kept there?

1           A.    No not that I remember.  I don't think that the  
2 SMDC agreement was in those council.

3           Q.    Binders?

4           A.    Binders.

5           Q.    So did you --.

6           MR. STEIN:  Motion to strike she just indicated  
7 she never looked for the binders how could she know if  
8 they're in there.

9           THE COURT:  I don't know if she said she never  
10 looked for them.

11          MR. STEIN:  She said --.

12          MS. IBARRA:  Well will he lay a foundation.

13          THE COURT:  I'm not sure.

14          Q.    BY MS. IBARRA:  Did you ever look through the  
15 binders?

16          A.    Once I received them after the September 9th date,  
17 evening, then I looked at some of them.

18          Q.    Were those some of the documents that you took  
19 with you?

20          A.    Yes.

21          Q.    So you don't know which documents were left  
22 behind?

23          A.    What I do know is that all of the memberships  
24 documents were left behind and that's what interests us and  
25 we didn't have access to though.

26          Q.    Did you have a complete understanding of all of  
27 the government filings that Mr. Stein was making on behalf  
28 of the tribe?

1 A. I don't think so.

2 Q. Did he -- so he never told you?

3 A. He explained to us and in the council meetings, he  
4 would say whatever we're talking about, he would give an  
5 explanation, sometimes questions would be asked.

6 Q. But he never gave you copies?

7 A. Of the government filings?

8 Q. Like if he was making a filing with the FP PC?

9 A. I would say no.

10 Q. Okay. But it's fair to say that the general  
11 membership didn't have access to these documents?

12 A. No.

13 Q. And unclear whether all the tribal council members  
14 had access to these documents?

15 A. That's right.

16 Q. Let's look back at the Libra agreement, which is  
17 Exhibit 64 four, we were just discussing that?

18 A. Okay.

19 Q. This is the document that you signed, right?

20 A. Yes.

21 Q. Did you leaf through it before you signed it, do  
22 you remember?

23 A. Yes.

24 Q. Can we look at what is marked as Exhibit B of this  
25 agreement which is going to start at '09 00.

26 MR. STEIN: What exhibit number are we on Niall.

27 MR. FORDYCE: 644.

28 MS. IBARRA: 644.

1 MR. STEIN: Very good.

2 Q. BY MS. IBARRA: Do you recall seeing this before?

3 A. Yes.

4 Q. What did you think this was?

5 A. I thought it was it was a bill being introduced in  
6 Sacramento concerning gaming.

7 Q. Did Mr. Stein ever tell that you it was just a  
8 draft?

9 A. No.

10 MR. STEIN: Objection what relevance, what  
11 relevance would this have.

12 THE COURT: Overruled. It's part of the agreement  
13 right.

14 MS. IBARRA: Yes.

15 Q. BY MS. IBARRA: Apart from -- apart from the Libra  
16 investor agreement, did he ever reference a bill that would  
17 be authored by Senator Vincent?

18 A. I remember him referencing it after the if you  
19 understand had come in. I remember being in Sacramento and  
20 that we were I guess supporting would be the word the bill  
21 by speaking with different members of legislature.

22 Q. And do you remember what the bill was supposed to  
23 do?

24 A. At the time I remember it was an issue with gaming  
25 and initially I thought it had something to do with game  
26 that would be for Tongva and later on I think I had the  
27 reverse understanding, that it was something with gaming  
28 but not specifically for Tongva.

1 Q. But you don't remember when you had -- when you  
2 got this new understanding?

3 A. When we were in Sacramento.

4 Q. Okay. I'm going to have you look at Plaintiff's  
5 Exhibit 5 four which is going to be in a different book,  
6 it's going to be in the blue books behind you. I'll come  
7 and help you.

8 MR. FORDYCE: 75 four has not been marked yet.

9 THE COURT: This is a new one.

10 MS. IBARRA: This is a new one.

11 THE COURT: What's the number again.

12 MS. IBARRA: 54.

13 THE COURT: 54, okay. She might want to put her  
14 book up here. I'm going to put mine over there.

15 MS. IBARRA: It's missing from here is it missing  
16 from your book too.

17 THE COURT: An e-mail.

18 MS. IBARRA: Yes.

19 THE COURT: From Virginia Carmelo to Jonathan  
20 Stein as you all know by now.

21 MS. IBARRA: So it's missing from her book so  
22 we'll just share this then.

23 MR. STEIN: Excuse me what is the witness looking  
24 at.

25 THE COURT: An e-mail, that's 54.

26 MS. IBARRA: Exhibit 54 is it in your book.

27 MR. STEIN: 54 is in our book so is it the same  
28 one. May I see what the --.

1 MS. IBARRA: Yes (Indicating.).

2 THE COURT: Well you can come up at look at it  
3 rather than Neminski come down.

4 MR. STEIN: Oh sure absolutely. It's a heavy book  
5 to carry around.

6 THE COURT: Well I mean just come up and look at  
7 what she's got to verify you have what she has, we don't  
8 need to take it from her.

9 MR. STEIN: Niall -- do you want to give them this  
10 back to the witness.

11 MS. IBARRA: Yes thank you.

12 MR. STEIN: And then in the future I'll come on  
13 up.

14 THE COURT: Right in the future if you come on up  
15 if you have [A\*] the same exhibit.

16 MR. STEIN: Again it is only uncertainty.

17 THE COURT: Okay 54.

18 Q. BY MS. IBARRA: Do you recall receiving this  
19 e-mail Ms. Carmelo?

20 A. Yes.

21 Q. Look at Item 1?

22 A. Okay.

23 Q. So -- well first of all, why don't you describe  
24 the events that preceded this?

25 A. Well the Libra funds had come in and some monies  
26 had been dispersed and Sam was unhappy that he wasn't  
27 receiving the amount he was asking for was I remember it  
28 was \$18,000 and it was causing a great amount of conflict

1 between Stein and Mr. Dunlap and yeah.

2 Q. And Mr. Stein had been receiving reimbursements  
3 for expenses that he had incurred before the Libra  
4 investment came in, right?

5 A. Yes.

6 MR. STEIN: Objection I'm sorry are we talking  
7 about Mr. Dunlap or Mr. Stein.

8 THE COURT: Mr. Stein.

9 MR. STEIN: Very good.

10 MS. IBARRA: We're talking about the conflict  
11 between them?

12 A. Okay.

13 Q. Is that correct, is that -- so is this e-mail  
14 about the conflict that developed who --?

15 A. That's pretty much what Mr. Dunlap's complaint was  
16 that if he gets this then I should get what I want also.

17 THE COURT: So he was saying if Stein gets his  
18 reimbursements I should get mine too is what he's saying?

19 A. Yes.

20 Q. BY MS. IBARRA: So that's the background as to  
21 what this dispute is about in this e-mail, so look at Item  
22 1, Page 2?

23 A. Okay.

24 Q. The last three paragraphs before Item 2 starts.  
25 Can you read that? You can read it out loud it's short?

26 A. There was no written contract between Mr. Dunlap  
27 and the tribe or between Mr. Dunlap and SMDC. For him to  
28 advance amounts on behalf of the tribe, nor was there any



1 provision for interest on these expenditures and no  
2 understanding that interest would ever be paid, however the  
3 SMDC development agreement has specific provisions for a 10  
4 percent annual interest to be paid in an amount advanced  
5 voluntarily on behalf of the tribe. Thus in the past I  
6 have proposed to the council that interest be accrued but  
7 not paid on the Dunlap expenditures and past monthly fees  
8 due to council men, a spreadsheet to this effect has  
9 already been prepare. On a procedural level if all  
10 formalities are follow, council Dunlap's proposal would be  
11 to previously amend the budget and so should probably be  
12 adopted by resolution of counsel. Given the nature the  
13 councilmen Dunlap's proposas form tally appears  
14 appropriate, the expenditure must also be reported to  
15 investors, most likely be in the October 9th or October 9th  
16 updates.

17 Q. Did you they were as legal advice?

18 A. Yes.

19 Q. Item 2 on the same page, can you read the title of  
20 the item?

21 A. Potential violence of rev participation facility  
22 and exhibit budget.

23 THE COURT: Where is this? Where is this located?

24 A. The bottom of Page 2 where.

25 MS. IBARRA: At Item 2.

26 THE COURT: Oh potential violation of revenue.

27 MS. IBARRA: So review the next two paragraphs  
28 just to yourself.

1 A. Yes.

2 Q. And then when you can when you're ready if you can  
3 read the last paragraph?

4 A. Okay.

5 Q. Of Item 2?

6 A. Okay.

7 Q. In addition to contractual duties investor owes  
8 common law duties of care and perhaps a duty of loyalty.  
9 Authorizing the expenditure of revenue participation  
10 facility cannot be justified in advancing the cause of  
11 action a casino and crews a personal benefit of councilman  
12 Dunlap may violate these duties. Do you think this was  
13 legal advice?

14 A. Yes.

15 Q. Moving on to Item 4, can you read that, can you  
16 read the title of it?

17 A. Okay. Possible bankruptcy fraud.

18 Q. Okay so --?

19 A. Continue reading.

20 Q. No just review it and then when you're ready just  
21 read the last paragraph on that page, it's Bates number 37  
22 zero '77 so [SKWRUF] the last paragraph of [HRAOEUPBL] 350?

23 A. Payment of interest on tribes reimbursement for  
24 counsel [PHAOEPB] Dunlap would tend to prove that the  
25 \$50,000 payment already made was payment of a past debt.  
26 The \$18,000 payment would then constitute a second count of  
27 potentially criminal conduct.

28 Q. So is this advising that Mr. Dunlap might be

1 engaging in criminal conduct with regards to the  
2 bankruptcy?

3 A. Yes I think so.

4 Q. So did you think this was legal advice?

5 A. Did I think it was what?

6 Q. Legal advice?

7 A. Yes.

8 Q. Did you have anyway of assessing whether or not  
9 this was good advice or not?

10 A. No.

11 Q. So how did you -- you just --?

12 A. Well you know the Trust was in Mr. Stein as a --  
13 knowing the law.

14 Q. So you just trusted him?

15 A. Yes.

16 Q. So move on to -- skip to Item 6, what's the title  
17 of this item?

18 A. We are under [TPHRUPBD] funded and recently  
19 suffered a [TPAO\*U] huge defeat.

20 THE COURT: No next page?

21 A. The last page I guess.

22 MS. IBARRA: Yeah last page of exhibit.

23 THE COURT: Are we recently suffered a huge defeat  
24 that one in Sacramento?

25 A. Uh-huh.

26 Q. BY MS. IBARRA: So go to the last paragraph of  
27 this item and read the last two sentences of that paragraph  
28 carefully. Can you read them out loud?

1           A.    It may include facts that will sour them on this  
2 investment and as we previously assured them that S B 17  
3 35 --

4           Q.    I'm sorry let me interrupt you?

5           A.    Okay.

6           Q.    It doesn't make sense if you don't read the  
7 sentence before that?

8           A.    Okay.  On August 9th our next report to investors  
9 is due, it may include facts that will sour them on the  
10 this investment as we previously assured them that S B 17  
11 Five was authored by Senator Vincent and would be  
12 introduced publicly, a major step towards the casino.  In  
13 the August 9th report we are likely going to state that  
14 Senator Vincent refused to author S B 17 Five and that it  
15 will not be publicly introduced this legislature session.

16          Q.    Now I want you to focus on those last two  
17 sentences, so the sentence before last says that he assured  
18 the investors that Senator Vincent had authored this  
19 legislation and then in the last sentence he says that  
20 Senator Vincent refused to author this legislation?

21          A.    Yes.

22          Q.    How do you interpret that?

23          A.    Well I -- you know at the time I remember it  
24 seemed like this was going to be needed once -- S B 17 Five  
25 that somehow we had to be on the bandwagon with that and.

26          Q.    Let me just focus you on that?

27          A.    Pardon me.

28          Q.    Are those two sentences consistent?

1           A.    No they're contrary, they're contrary, no they're  
2 had not consistent.

3           Q.    So what is he saying in the second to last  
4 sentence?

5           A.    Well there's he's saying that S B -- that S B 17  
6 Five by Senator Vincent would be introduced and then the  
7 second sentence he's saying they're going to have to report  
8 that Senator Vincent refuse [STKPWHR-D] well actually he  
9 didn't say introduce, he said authored?

10          A.    Yes it was authored by Senator Vincent that's what  
11 it says.

12          Q.    And then that's the same sentence that he uses in  
13 the last sentence that was that it was not authored?

14          A.    No.

15          Q.    Can you conclude that he lied to the investors?

16          A.    Yes, I would conclude that.

17          Q.    So let's go -- with that go back to the 644, which  
18 is the Libra investor agreement?

19          A.    Okay.

20          Q.    Exhibit B that starts at zero '90 zero?

21          A.    B , okay.

22          Q.    Is this the same bill he's referencing in Exhibit  
23 54?

24          A.    Yes bill Number 17 Five.

25          Q.    So this is the bill that he's using to tell the  
26 investors that Senator Vincent authored?

27          A.    Yes.

28          Q.    And then in August he's saying Senator Vincent

1 didn't author it.

2 MR. STEIN: Objection vague as to didn't author,  
3 he might have changed his mind so it's leading.

4 MS. IBARRA: So he's [KWAOET]-g.

5 THE COURT: It said introduced my.

6 MR. STEIN: Your Honor once again if he can change  
7 his mind or he can author it and says didn't he say X isn't  
8 that Y isn't that a leading question given that he could  
9 have changed his mind as an elected official.

10 MS. IBARRA: That's part of direct I think.

11 THE COURT: Okay overruled. So why don't you read  
12 back the question Madam Court Reporter.

13 (Record read.)?

14 A. The e-mail is from July.

15 Q. BY MS. IBARRA: Oh I'm sorry yes it's from July?

16 A. Yeah.

17 Q. So July, and the investor agreement is in May?

18 A. Yeah and the investor agreement is in May,  
19 right.

20 Q. Thank you for clarification. Oh but what is your  
21 response to my question?

22 A. Oh the response is -- I'm sorry would you repeat  
23 the question.

24 THE COURT: Yes.

25 MS. IBARRA: Ms. Court reporter's sorry.

26 (Record read.)?

27 A. So in July, yes that's what he said.

28 BY [LEFT1]:

1 Q. If you knew that the investor agreement contained  
2 a lie, would you have wanted to correct that for the  
3 investors?

4 A. Yes.

5 MR. STEIN: Objection facts not in evidence that  
6 it contained any lie.

7 MR. FORDYCE: Incomplete hypothetical lacks  
8 foundation speculation.

9 THE COURT: What's the hypothetical, what else is  
10 missing.

11 MR. FORDYCE: Can I have the question read back.

12 MR. STEIN: The hypothetical -- no no forgive me,  
13 forgive me.

14 THE COURT: Overruled. Overruled.

15 MR. STEIN: Again --.

16 THE COURT: You can on redirect you can ask her  
17 whatever you want so.

18 MS. IBARRA: Do you need the question repeated.

19 THE COURT: Question read back.

20 (Record read.)?

21 A. Yes.

22 Q. BY MS. IBARRA: Just so close off on this topic,  
23 do you ever recall Mr. Stein saying anything about this  
24 bill or the copy of that document that's attached?

25 A. Like I said, I do remember the bill because we  
26 were in Sacramento in support of it so we were together  
27 during that time and and I just remember that my  
28 interpretation shall my understanding of it changed during

1 that time.

2 Q. Yeah that's what you testified to before. So  
3 moving on to Exhibit 55 so that's in the blue binder, the  
4 colored binder?

5 A. Okay.

6 THE COURT: Is this a new one.

7 MR. FORDYCE: Yes.

8 MS. IBARRA: This is a new one, yes.

9 Q. BY MS. IBARRA: Ms. Carmelo do you recall seeing  
10 this before?

11 A. Yes.

12 Q. I'll give you a minute to review it and then if  
13 you can just read the last paragraph?

14 A. It says perhaps attorneys like Jonathan Stein are  
15 the true empowerment of our tribe, perhaps we as his  
16 clients are to be dictated to and coerced as we have been  
17 in the past by him. And I [PHAOUPBT] impact question  
18 Jonathan Stein's practice and treatments of his clients.

19 Q. So this is Mr. Sam Dunlap writing to the tribal  
20 council?

21 A. Right.

22 Q. So in this e-mail he's referring to Mr. Stein as  
23 your lawyer?

24 A. Right.

25 Q. Did anybody respond to this e-mail and say Mr.  
26 Stein is not our lawyer?

27 A. No.

28 Q. Did Mr. Stein respond and say I am not your



1 lawyer?

2 A. No.

3 Q. Did anybody at all like anybody copied there, Liz  
4 Aronson anybody else clarify that Mr. Stein was not the  
5 wasn't?

6 A. No.

7 Q. Do you think it's because everybody on that thread  
8 agreed he was the lawyer.

9 MR. STEIN: Objection speculation.

10 MR. FORDYCE: Join.

11 THE COURT: Sustained.

12 Q. BY MS. IBARRA: So to move on to exhibit 56, this  
13 is also new. Do you recall seeing this?

14 A. Yes.

15 Q. Exam this is from whom to whom?

16 A. It's from Sam Dunlap to Richard Polanco.

17 Q. What is the date of this?

18 A. August 4th, 2006.

19 Q. So same date as the previous one?

20 A. Yes.

21 Q. Do you know what the time on this is?

22 A. It says 8:11 a.m.

23 Q. So is it after Exhibit 55?

24 A. I didn't see the time?

25 A. Yes.

26 Q. So look at the last paragraph in this e-mail?

27 A. Okay.

28 Q. Can you read it out loud?

1           A.    My question is that in your experience as a state  
2 law make [SKPER] politician, did any other elected tribal  
3 official like myself that you have interacted with have  
4 similar issues with their attorneys, i.e. Jonathan Stein or  
5 does the Gabrielino-Tongva just happen to be in a unique  
6 situation.

7           Q.    Who's copied on this e-mail?

8           A.    Jonathan Stein, Elizabeth Aronson, Rae Lamothe,  
9 Virginia Carmelo, Shirley Machado, Martin Alcala, Edgar  
10 Perez and Adam Loya.

11          Q.    So similar question, did anybody respond that Mr.  
12 Dunlap was incorrect in calling Mr. Stein the tribes  
13 lawyer?

14          A.    No.

15                THE COURT: More importantly did Mr. Stein ever  
16 say.

17                MS. IBARRA: Yes.

18                THE COURT: He stated that?

19          A.    No.

20          Q.    BY MS. IBARRA: I want to take you back to 644, to  
21 the Libra investment agreement and point you to a different  
22 exhibit in here having to do with the budget.

23                THE COURT: Which exhibit? Is this the -- or the  
24 Libra investor agreement.

25                MS. IBARRA: Yeah the Libra -- so 644.

26                THE COURT: 644.

27                MS. IBARRA: Is the Libra investor agreement and  
28 Exhibit E to that agreement, at '09 26 is the Bates stamp

1 at the bottom, that's where the budget starts. And if you  
2 look at '09 27 that's the actual budget. Do you recall  
3 seeing this?

4 A. Yes.

5 Q. So what is the first item at the top after tribal  
6 council [-FRPL] tribal council, judgment plus -- judgment  
7 plus costs.

8 Q. And how much is that item?

9 A. \$52,000.

10 THE COURT: Well the first answer is tribal  
11 council, isn't it tribal professionals.

12 Q. Tribal council, yes so it's the first sub item I  
13 guess?

14 A. Okay yes.

15 Q. So judgment plus costs, do you know what this  
16 refers to?

17 A. I'm thinking it refers to the Morales judgment.

18 Q. Okay. Because you previously testified that you  
19 didn't think the Morales judgment was included in the  
20 budget?

21 A. Yeah I didn't recall.

22 Q. So does this refresh your recollection?

23 A. Yes it doesn't say Morales but that's what it  
24 would be.

25 Q. Would it be anything else?

26 A. No.

27 Q. Because how much was the Morales judgment?

28 A. I thought it was 51 or 52,000. It's 52,000.

1 Q. And that's after the negotiations to bring it down  
2 from you said it was something else --

3 A. Yes.

4 Q. -- right? So this was the final item on that?

5 A. Right.

6 Q. So now I want to ask you about Mr. Stein's  
7 resignation?

8 A. Okay.

9 Q. So you thought -- you previously testified that  
10 you thought when he resigned you took his oral resignation  
11 as being complete?

12 A. Yes.

13 Q. And what positions was he holding with the tribe  
14 at the time that he resigned?

15 A. The title you mean?

16 Q. Yes if you can recall?

17 A. Oh my gosh. You know it's just escaping me right  
18 now. He was the CEO.

19 Q. He was the CEO?

20 A. Uh-huh.

21 Q. Definite more than one title when he was at the  
22 tribe?

23 A. Yes he had other names, we started, you know  
24 previous years before with whatever name it was and it  
25 changed and we were preparing for the funding to come out  
26 that's when it changed to CEO.

27 Q. CEO. Was there also a tribal gaming authority  
28 that was created?

1 A. Yes.

2 Q. Do you recall when that was created?

3 A. It might -- I don't know, I think it might have  
4 been in 2005.

5 Q. So before the -- before the Libra investor  
6 agreement?

7 A. Yes.

8 Q. Did Mr. Stein ever give you advice about Indian  
9 gaming without federal recognition?

10 A. Yes.

11 Q. What did he say about that?

12 A. Basically he was saying if we pursued several  
13 different avenues we could game with a state compact --  
14 with a -- we could game under California law as a state  
15 recognized tribe.

16 Q. Did he tell you you were a state recognized tribe?

17 A. Yes.

18 Q. What did he tell you about that?

19 A. Well he gave us some information that talked about  
20 other tribes that were state recognized, most of them were  
21 Eastern tribes and then California could work along the  
22 same lines with two state recognized tribe, our tribe and  
23 the tribe to the south of us.

24 Q. A tribe to the south of you?

25 A. Uh-huh.

26 Q. Which one?

27 A. The Guaneno tribe.

28 Q. Debt with you the Guanenos were also state

1 recognized?

2 A. I don't recall. I don't remember. I remember  
3 thinking that they were but I don't know if he was the one  
4 that told us that.

5 Q. But you do remember that he told you that about  
6 you?

7 A. Yes.

8 Q. About your tribe?

9 A. Yes.

10 Q. If you knew that you weren't recognized by the  
11 State of California would it have changed your approach to  
12 the casino project?

13 A. .

14 THE COURT: I'm sorry if you knew you weren't  
15 state recognized.

16 MS. IBARRA: State recognized?

17 A. Early on I don't think so because I think there  
18 were just -- you know we were looking at various avenues  
19 and that was the one that seemed at that point to be the  
20 most -- that the path that could be taken but for myself  
21 personally, I just always thought it was just a major  
22 importance to have federal recognition which in the course  
23 of event would also allow for gaming.

24 Q. So had you a personal preference for federal  
25 recognition?

26 A. Yes.

27 Q. And is it correct for me to call it a perform  
28 preference?

1 A. Yes.

2 Q. Because it did it vary among the tribal council?

3 A. I think so.

4 Q. Did it vary among the membership?

5 A. I think so.

6 Q. Did you ever have a discussion about which one you  
7 may want to pursue?

8 A. With membership?

9 Q. Yes.

10 A. No. I think you know it was more to talk about  
11 the end game which would be the gaming. So not necessarily  
12 how we get there but once we get there.

13 Q. So there was testimony today about there being a  
14 petition for federal recognition?

15 A. Okay.

16 Q. Do you recall that you -- that the tribe made a  
17 petition for federal recognition?

18 A. Yes.

19 Q. You do?

20 A. Yes.

21 Q. When was that?

22 A. I think it probably was in 2003, maybe 2004.

23 Q. 2003, 2004?

24 A. Yeah.

25 Q. Were you involved with that?

26 A. To the extent that the tribal council indicated to  
27 Rae Lamothe that we would like to have it worked on and  
28 done and submitted, we did have several discussions on that

1 during tribal council meetings.

2 Q. So to your recollection was Mr. Crane involved in  
3 that petition?

4 A. No, no.

5 Q. He wasn't?

6 A. No.

7 Q. And you were involve in that position?

8 A. Well like I said, to the extent of getting  
9 background information, having discussions with Rae  
10 Lamothe, yes.

11 Q. Who signed it? Do you recall seeing the petition.

12 THE COURT: Do you have not a copy of the  
13 petition.

14 MS. IBARRA: No?

15 A. I don't recall who signed it. It might have been  
16 Rae Lamothe on behalf of the tribe.

17 Q. BY MS. IBARRA: And you don't recall -- do you  
18 have a specific recollection of seeing it?

19 A. Oh yes I've seen it several times, yes.

20 Q. Do you know if anybody has a copy of it?

21 A. I have a copy of it, yeah.

22 Q. Oh, you do?

23 A. Oh I do, yeah.

24 Q. How long is it?

25 A. Like about its (Indicating.). I don't know, a lot  
26 of pages.

27 THE COURT: An inch or an inch thick?

28 A. No not quite a inch (Indicating.).



1 THE COURT: Half an inch thick?

2 A. Yeah.

3 Q. BY MS. IBARRA: And do you recall what information  
4 was contained in it?

5 A. It contained you know the BIA asks for basic  
6 information and then there's historical information and  
7 there's kind of like fill in the blank kind of things, you  
8 know, who's your tribe, where were they, you know certain  
9 dates.

10 Q. And it was never acted upon by the BIA?

11 A. Yes, it was. Well you know the process is very --  
12 extremely long and very burdensome so the petition was  
13 submitted and within the course of about a year we did  
14 receive a response that it was incomplete.

15 Q. Oh okay. So within about a year?

16 A. Yes.

17 Q. So you could resubmit?

18 A. Oh yes, yeah you're supposed to maintain and back  
19 and forth you know correspondence until it comes to  
20 fruition I guess.

21 Q. And did you, did you resubmit?

22 A. No.

23 Q. Why not?

24 A. For a variety of reasons, it kind of just got  
25 pushed to the back with the Libra funding coming on and  
26 other activities taking [STKPHRAEUS] but wouldn't the Libra  
27 funding make it easier because federal recognition is  
28 really expense sieve and you need experts?

1 A. Oh yeah it would have -- oh yes.

2 Q. So why could you not use Libra funds for federal  
3 recognition or to further that petition?

4 A. Well there was some intention that there would be  
5 earmarked for the next tronch when funding.

6 Q. I want to touch upon the statement of  
7 unincorporated association which we saw earlier and I  
8 believe you've seen it with Ms. Linda Candelaria?

9 A. Yes.

10 Q. And Ms. Barbara Garcia?

11 A. Yes.

12 Q. When was the first time that you saw that?

13 A. Probably I think it was in December of 2006.

14 Q. Oh so you saw it soon after it was filed?

15 A. Yes, soon after.

16 Q. Did you take that as an effort to usurp your name?

17 A. Yes.

18 Q. Even though you don't think of yourself as a quote  
19 unquote unincorporated association?

20 A. Right correct.

21 Q. So why did you think it was your an attempt to  
22 usurp your name?

23 A. Main pee because it was taken on by -- because  
24 master mind by none tribal people.

25 Q. And who was the master mind non tribal people?

26 A. Mr. Stein.

27 Q. So to you it was obvious.

28 MR. STEIN: Objection?

1 A. Pardon.

2 MR. STEIN: Objection speculation she said she  
3 didn't communicate with Mr. [STOEUPB] at all so how does  
4 she know who master minded it.

5 MS. IBARRA: We can look at the exhibit.

6 THE COURT: Okay show her the exhibit, is it  
7 signed or.

8 MR. STEIN: By Linda Candelaria, not by Mr. Stein.

9 MS. IBARRA: Let's look at the exhibit, I believe  
10 it's Exhibit 16.

11 MR. FORDYCE: I think it might be 107 actually.

12 MS. IBARRA: Which one I'm sorry.

13 MR. FORDYCE: Are you talking about the statement  
14 of unincorporated association.

15 MS. IBARRA: Yeah?

16 A. Could I ask [H\*] get some water.

17 THE COURT: Veronica I think the witness is asking  
18 for water.

19 COURT ATTENDANT: Yes I'll get you another cup.

20 THE COURT: Actually it's almost 4:00 o'clock so  
21 we can either top now or finish with what you're looking  
22 for.

23 MS. IBARRA: We can stop now because my 104 is  
24 missing h my exhibit books are a mess.

25 THE COURT: Well defense has it.

26 MS. IBARRA: You have it at 107.

27 MR. STEIN: We have it right here, would you like  
28 it. Would you like it.

1 MS. IBARRA: Yes sorry.

2 MR. STEIN: And do you have a copy for us.

3 MS. IBARRA: I think I might have --.

4 MR. STEIN: Your Honor just tell us how we can do  
5 this easier because I'd like to help out.

6 THE COURT: If you can two can walk up to the  
7 witness and then you can share it.

8 MR. STEIN: Ms. Ibarra why don't you take it to  
9 the witness and I'll just look over her short.

10 THE COURT: Yeah you both can walk up and look at  
11 the same document together.

12 MS. IBARRA: Wait what number was it.

13 THE COURT: 107.

14 MS. IBARRA: Was miss [TPR-G] [PH\*T] my book is  
15 this looking at.

16 MR. STEIN: Let me get this out of your way.

17 THE COURT: As long as it's not in her pathway.

18 MS. IBARRA: So it's in here so I can hook on with  
19 her and you can take this. Thanks so much.

20 Q. BY MS. IBARRA: So Ms. Carmelo, what about this  
21 document gives you have an indication that it was master  
22 mind-d that by Mr. Stein?

23 A. Well the fact that it's signed by Linda Candelaria  
24 who at the time I already knew was working with Mr. Stein  
25 and it says name of agent for service of process, Barbara  
26 Garcia who I knew to be his secretary and it also gives the  
27 address of his office in Santa Monica.

28 Q. And is there a fax header?

1 A. Oh there is, yes.

2 Q. And what does it say?

3 A. It says December 18th, '06, 10 18 a.m., Jonathan  
4 Stein, 31 zero 58 '72 two '81.

5 Q. So did you think that either Ms. Candelaria or Ms.  
6 Garcia would have undertaken this action without Mr.  
7 Stein's approval.

8 MR. FORDYCE: Calls for speculation.

9 THE COURT: Yeah sustained.

10 MS. IBARRA:

11 Q. Did you think Ms. Candelaria would do this often  
12 her on, file a statement of unincorporated association?

13 A. No, no.

14 Q. Did you think that Ms. Garcia would prompt Ms.  
15 Candelaria to do this?

16 A. No.

17 Q. Or list herself as agent.

18 MR. STEIN: Objection -- objection speculation on  
19 all these points.

20 THE COURT: Yes, it is speculative.

21 MS. IBARRA: Okay so I'll just leave the testimony  
22 as it is. Thank you. I'm done with the witness Your  
23 Honor.

24 THE COURT: Okay so why don't we adjourn and we  
25 can start fresh with you.

26

27

28