

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, TRIAL DAY 14

2 ROUGH TRIAL TESTIMONY OF VIRGINIA CARMELO

3 Q. BY MR. STEIN: Mr. Crane I'm going to start by
4 referring back to one of the notes we made in your earlier
5 testimony, and this refers to Section 4 H of the exhibit
6 599, the Crane agreement. And it says here liquidated
7 debt, could you read four H please?

8 A. Compensation when due is a liquidated date.
9 Compensation payable here under shall here under shall when
10 accrued be a fully liquidated debt of the tribe payable as
11 provided in Section 4 E and once payable shall not be
12 contingent upon anything.

13 Q. And the phrase once payable is not contingent upon
14 anything, what in your mind is the intent of that phrase?

15 A. In my mind the intent of that phrase is that once
16 the conditions set forth in Section 4 D, that is -- excuse
17 me, four C , that the tribe had received \$2,000,000 in
18 investment money, once that condition or trigger had been
19 satisfied, the money became due and owing and was then
20 brought under Section 4 H, it became a liquidated debt and
21 it was -- and all contingencies regarding payment were gone
22 and it was due and oweable to me.

23 Q. Does that mean that you would be paid whether or
24 not they had investment money?

25 A. Yes because as it says, it's not contingent upon
26 anything.

27 Q. So if they took all their investment money, paid
28 you 50,000 and then burned the rest in a fireplace to say

1 ha-ha we don't owe you any more money would they be
2 correct?

3 A. They would not be correct.

4 Q. Why not?

5 A. Because four H which makes it clear that once the
6 money is accrued it becomes a fully liquidated debt and no
7 contingencies are specified for the payment of that debt.

8 Q. Okay. If that's the case, so let's run through,
9 if we can, very quickly, the payment scheme. In four A one
10 the monthly fees are due is that correct?

11 A. Four A one? Yes that's correct.

12 Q. So the monthly fee accrues?

13 A. That's right.

14 Q. Do they earn interest?

15 A. They do.

16 Q. Under four C and D, what are the purposes of four
17 C and D?

18 A. Well four C sets out a schedule, four C small I,
19 it says the 12,500 shall be paid no later than the 15th day
20 of the month following that month in which the first
21 2,000,000 of investment money is received and made
22 available for the benefit of the tribe so that really sort
23 of gives you have the sequence, once the vest money is
24 received, what is the sequence of which the money is to be
25 paid.

26 Q. Exam D, does D indicate that [THO] money is due
27 until this is investment money?

28 A. D says the compensation -- no it says here, the

1 compensation due shall be paid solely from investment money
2 and it lists several other categories but the key on the
3 investment money is the provision on the trigger which is
4 in earlier sections which triggers the obligation once the
5 \$2,000,000 has been received.

6 Q. So the trigger is 2,000,000 in investment money?

7 A. Right.

8 Q. Did that trigger occur?

9 A. Yes.

10 Q. Ms. Ibarra seemed to want to go back 10 years and
11 revisit whether the trigger occurred, did the trigger
12 occur?

13 A. It did occur.

14 Q. And were you in fact paid?

15 A. I was --

16 Q. In part?

17 A. I was partially paid, once the trigger occurred I
18 was partially paid \$50,000.

19 Q. By taking 50,000 did you mean to waive the rest of
20 the money?

21 A. No.

22 Q. And [WUPBTS] that trigger occurs, what happens
23 under four H?

24 A. Well it becomes a liquidated debt and it
25 becomes -- all contingencies, all questions regarding
26 whether or not it's owed to me or not are taken off the
27 board and it becomes absolutely due and payable.

28 Q. And is that what is meant shall not -- so once

1 payable shall not be contingent on anything?

2 A. That's what it says.

3 THE COURT: The question I have is when you only
4 got the 50,000, did you call and ask for the balance?

5 A. I -- well yes --.

6 THE COURT: Who did you call, when and what was
7 the conversation?

8 A. Well after -- well Jonathan Stein informed me that
9 you know the investment had been received and he said we're
10 going to be able to make you an initial payment of \$50,000
11 which he told me right away and then he said, he said we
12 have other obligation [TOZ] take care of and then we're
13 going to you know make subsequent payments to you after
14 that, that was not an exact time table set forth but he --
15 it was clear that he was going to make the additional
16 payments pursuant to the contract but we never got into you
17 know by what date and so on, we didn't get into that level
18 of specificity but I was assured that it would be
19 forthcoming.

20 THE COURT: So my question though is did he say
21 anything about the schedule that was attached that look
22 your 50,000 is committed to you but the rest of the
23 investment is going to go elsewhere?

24 A. Well I --.

25 THE COURT: You won't get paid any more from that
26 2,000,000?

27 A. Well the trigger only -- you know it was just
28 that, a trigger. I believe there was the anticipation --

1 it was anticipated that there would be additional
2 investment funds come in, but the way the contract was
3 drawn it was not contingent on additional investment
4 monies, it was once the 2,000,000 was hit the monies became
5 due and owing and that was how I interpreted it, it didn't
6 say [WUPB] the 2,000,000 comes in, if we get another
7 2,000,000 the rest will be come so that's not how I
8 understood the language of the agreement.

9 THE COURT: So then you asked him, right well
10 where's the rest of the money is it going to come from?

11 A. He said.

12 THE COURT: What did he say?

13 A. He said they're coming, they're working with the
14 investors and other vendors and they expected hopefully in
15 a relatively reasonable time period to have additional
16 funds freed up and I would get that payment and that's
17 where we left it and this was in June of 2006 and you know
18 then things started to go you know downhill shall we say
19 after that and over the next few months and I believe
20 that's actually what undermined the ability to make
21 additional payments.

22 Q. So how does that jive with the compensation due
23 under this agreement shall be paid solely from [SKWREFPLT]
24 money, it would be from future investment money I guess
25 but --?

26 A. Well I'm not -- I'm not -- I don't have personal
27 knowledge of how much of that \$2,000,000, that initial
28 infusion was fully spoken for and under what time table but

1 if it says -- well you know the whole purpose of the way I
2 read it is yes it says investment money but the point was
3 because the liquidated debt provision, once that kicked in,
4 there was no -- you know it almost eliminated any
5 affirmative defense by [A*EUS] saying there was no for
6 example a couldn't [SKWREPT] see was [AEUBLD] we didn't get
7 our second fusion of investment funds but this provision
8 basically trumped that and said there's no contingencies on
9 repayment, that's how I interpreted it.

10 THE COURT: Was it says here only to be paid
11 through investment money so if they don't have investment
12 money then --?

13 A. Well if they don't have the money they can't pay
14 it, you know [THRAZ] for sure but [TATZ] I said.

15 THE COURT: Okay well they're somewhat in conflict
16 aren't they?

17 A. Well there's a no contingency provision in the
18 contract about the [STKET], so the debt wad created, the
19 obligation to pay was triggered by the infusion of the
20 \$2,000,000 and at that point and remember four H
21 specifically references that earlier provision and at that
22 point it became due and payable with no contingencies so I
23 would interpret the contract as that provision reconciled
24 the potential conflict between exclusively between
25 investment and not.

26 THE COURT: So when you say hey the triggers
27 happened, it's due and payable right now where's my
28 \$2,000,000 and the answer is it's coming or I mean I'm

1 trying to figure out?

2 A. Well it wasn't going to get \$2,000,000 at that
3 point.

4 THE COURT: Oh I'm sorry, \$300,000.

5 MR. STEIN: Your Honor may I continue the
6 questioning.

7 THE COURT: No no no, I'm questioning.

8 MR. STEIN: Sure.

9 THE COURT: So when you said the trigger says it's
10 liquidated, liquidated means due and payable now?

11 A. Right.

12 THE COURT: So the conversation was where's my
13 money?

14 A. Uh-huh.

15 THE COURT: And the answer was it's coming, here's
16 50,000, the rest of its coming from?

17 A. Well the answer was here's 50,000 and I'm trying
18 to develop an orderly payment schedule with these funds to
19 take care of certain pressing obligations or other
20 obligations and that you know additional payments will be
21 forthcoming at a date not quite you know specified, it
22 wasn't like I'll pay you on the 30th of the month but I
23 expect it to be paid and I was not trying to be
24 unreasonable, I was trying to be flexible, but I never
25 waived on the basis that the money was due and owing,
26 that was the first installment, the provision that
27 triggered the debt, the obligation had been met, and so I
28 was.

1 THE COURT: So did you have a discussion about
2 where the money was going to come in f it wasn't going to
3 come from the 2,000,000 investment where did you think the
4 money was going to come from.

5 A. Well I believe at the time there was a reasonable
6 expectation that there would be additional investment
7 monies forthcoming.

8 THE COURT: I see, which -- okay?

9 A. That's --.

10 MR. STEIN: And may I continue on with the same
11 line of questioning? .

12 Q. BY MR. STEIN: And were you-g to take a judgment
13 in lieu of immediate payment if additional investment
14 monies were not forthcoming?

15 A. Well I would consider it, yes.

16 Q. In other words, if --.

17 THE COURT: Well that was the settlement you had
18 with Candelaria, right?

19 A. Yes yes yeah but that came later.

20 THE COURT: No I understand.

21 Q. BY MR. STEIN: Right. So did you want -- did you
22 mean to compromise your debt by accepting \$50,000 only?

23 A. No.

24 Q. Did you mean to show patience and work with a
25 client that you valid?

26 A. That's correct.

27 Q. And if they didn't get more investment money would
28 you eventually put a demand on them?

1 A. Well yes, I would and the agreement that I reached
2 with the Candelaria faction tried to you know demonstrate a
3 certain level of flexibility in terms of the terms of that
4 [TKPWRAO*EPLD] agreement, that is again no money due until
5 they actually had money coming in, no attempt to go after
6 and hold those members of that council personally liable,
7 things of that sort so I tried to be flexible and
8 accommodating this but the bottom line is I didn't ever
9 waive my right to the compensation under the contract, what
10 I did was try to be flexible and reasonable and recognize
11 that you know when money -- when money was received that
12 would be at least in part owed to me so.

13 THE COURT: I guess another question I have is
14 since you have an agreement, a settlement agreement with
15 Candelaria seeking the seam amount of money here would be
16 double dipping wouldn't it, getting the same judgment
17 against two different people?

18 A. No [T*] no that wouldn't be any intention Your
19 Honor.

20 THE COURT: Two different groups?

21 A. No Your Honor just like when we put forth the
22 claim and the termination letter, you know we offset or
23 deducted the 50,000 that was already paid, if for example I
24 got a certain amount of money from Candelaria, let's say
25 not the whole amount, then whatever I -- whatever I would
26 be paid by the Dunlap group if that were to happen would be
27 reduced correspondingly so there's no intention here to
28 double dip or double recovery t would be to offset -- sort

1 of offset whatever the amount received from one group
2 [THAO] would be then paid by the other group so you could
3 read it in reverse. For example if Dunlap agreed today to
4 pay us you know the full amount, then I would say
5 Candelaria is off the hook or proportionally.

6 MR. STEIN: Oh?

7 A. So that was my understanding of how that could
8 work.

9 Q. BY MR. STEIN: Well Dan if I can ask you to
10 clarify that. Is there a difference between agreement to
11 pay and actually getting the money in your hand?

12 A. Yes.

13 Q. Big difference as to how much ends up in your
14 wallet, right?

15 A. Yes.

16 Q. I'll pay you someday if I'm able to versus I paid
17 you dollars?

18 A. Right.

19 Q. Is it your understanding that a double recovery
20 only occurs if you actually get paid not if you get a
21 promise to pay?

22 A. Well that's right. Any money -- that's -- any
23 money that I would receive from either one of the two
24 groups would reduce the overall amount of the debt, just
25 like we reduced that initial demand by 50,000 that was
26 already paid.

27 Q. And in the Candelaria Group, turning to six '09,
28 were you generous with the Candelaria Group to achieve a

1 settlement?

2 A. Well what I -- what I agreed to -- let me just --
3 what I agreed to was that they didn't have any -- they
4 [TKR-PBT] didn't have to pay me at that point in time, they
5 didn't have to pay me until they got money in from the
6 investors, that was consistent right away with the other
7 agreement and that once they did get money in, we said
8 we're going to -- we're going to work out a certain payment
9 schedule, that was provision Number 3 so in other words it
10 wasn't going to say oh, you got 2,000,000, give me three
11 hub [thou|thousand] right away, it would be okay now let's
12 [S-R] sort of figure out given the amount of cash infusion
13 what's an orderly payment system and also agreed not to
14 pursue any tribal members individually which I think we
15 would have been able to if the tribe was not able to --.

16 Q. Okay. So in other words you were willing to be
17 generous to the Candelaria faction because they agreed to
18 settle?

19 A. Well I think these were generous terms, yes.

20 Q. And you said okay we'll give you two generous
21 terms, we'll wait for investors, was that a settlement term
22 or condition?

23 A. Yes it's in the settlement, correct.

24 Q. Was that a compromise from an absolute right to
25 get a judgment against him?

26 A. Well it was a compromise, yes.

27 Q. Is that what settlements are about, compromises
28 are absolute rights to get a settlement?

1 A. Correct.

2 Q. Has the Dunlap faction offer any settlement at any
3 time in the last 10 years?

4 A. No.

5 Q. Have they offered any payment at any time in the
6 last 10 years?

7 A. No.

8 Q. Do you want to be generous with them or do you
9 want the full extent of your rights under the law?

10 A. Well I would like my rights under the law.

11 Q. Would you like to get a judgment without being
12 generous by waiting for investors and without being general
13 Russ by waiving personal liability?

14 A. Well I'd like to jet a judgement that's why we're
15 here.

16 Q. And the Candelaria faction you were willing to
17 compromise to achieve a settlement?

18 A. Yes.

19 Q. And is that agreement still valid and binding in
20 your eyes?

21 A. Yes it is.

22 Q. Now, would this settlement in this action be
23 similar to a settlement for example let me give you a
24 hypothetical, in a patent action where there are two people
25 that infringe the patent, would you be able to settle with
26 one for a small amount with generous terms?

27 A. Yes I could.

28 Q. And if you lost the case, if you lost the case,

1 would that settlement agreement still be binding?

2 A. Yes, it would.

3 Q. And if you won the case, would the payments under
4 the settlement agreement offset the payments due from the
5 remaining Defendant?

6 A. It would offset.

7 Q. So do you see any difference between that and the
8 joint and several liability here?

9 A. No, I don't.

10 Q. So is there anything has happening right now that
11 impacts the contract that you made with the Candelaria
12 faction to settle the dispute?

13 A. No, no. I believe it's very distinct. What's at
14 issue here is the validity of the claim made in my
15 termination letter under the contract for money due from
16 the date of the contract until the date when we terminated
17 the contract plus interest, that's what's at issue here and
18 Candelaria is a separate agreement.

19 Q. And under that agreement have you in fact gotten
20 any payments?

21 A. Under the Candelaria agreement?

22 Q. Right.

23 A. No, no payments.

24 Q. Let me go on, I'm going to continue along this
25 line. Do you have want a judgment for the services you
26 provided to the Dunlap faction?

27 A. Yes.

28 Q. And would that be for the value of those services?

1 A. That's correct.

2 Q. And do you know what quantum merit is?

3 A. I do.

4 Q. What is it?

5 A. It's value of the services rendered.

6 Q. Do you want the judgment for the value of the
7 services you rendered under the Crane agreement?

8 A. Yes I do.

9 Q. Do you want a judgment for the account that you
10 stated on in January of 2007?

11 A. Yes.

12 Q. And what was that account?

13 A. The amount was 200 -- well at the time it was
14 262,000 I believe. Is that correct?

15 Q. Do you want interest on that amount?

16 A. Yes.

17 Q. Since 2007?

18 A. That's right.

19 Q. And is there anything in the Candelaria settlement
20 that impacts that?

21 A. No.

22 Q. Is there anything in the Crane agreement that over
23 rides Section 4 H which made that a liquidated debt?

24 A. No.

25 Q. Do you want a judgment for the amount due under
26 the terms and conditions of the contract?

27 A. That's correct.

28 Q. And how much are due under the terms of contract?

1 A. Well let me just put this -- 12,500 times 23 plus
2 interest as stated in the contract from the date the
3 trigger was pulled if you will -- or actually not from the
4 date, from the beginning of the contract if and until I'm
5 paid which continues right up to the present. I don't know
6 what that number is. We've calculated it in 2011 under the
7 Candelaria agreement but I don't know what it would be
8 today.

9 Q. And is there anything about the judgment for
10 services rendered that is contingent on the source of the
11 funds?

12 A. No.

13 Q. Is there anything in a judgment for an account
14 stated that is contingent on the source of the funds?

15 A. No.

16 Q. And is there anything about the judgment for the
17 contract amount that is contingent on the source of the
18 funds once the trigger has been pulled?

19 A. No. Once the trigger has been pulled, all the
20 contingencies go away.

21 Q. And in your mind is there any reason to go back 10
22 years late to see if that trigger was pulled when in fact
23 they paid the \$50,000 based [POPBT] trigger being pulled?

24 A. Well that's correct the trigger was pulled.

25 THE COURT: Well they didn't pay the whole 200,000
26 is that correct?

27 A. No they paid a partial but they wouldn't be
28 obligated to make a partial payment unless and until a

1 trigger was pulled.

2 Q. BY MR. STEIN: And is this the only time you've
3 accepted a partial payment until speculation [EBGT] [TP*U]
4 name later?

5 A. No.

6 Q. And why do you?

7 A. Well, sometimes client don't have the money to
8 payable and you to have reasonable if you want to get paid,
9 you can't demand someone pay you money when they don't have
10 it.

11 Q. Do you think you should be penalized for being
12 reasonable for accepting part payment and not bang not down
13 the door of Gabrielino tribe saying give me the rest of my
14 money?

15 A. No.

16 Q. Would you have many clients if you did that?

17 A. Probably not.

18 Q. Can we turn.

19 THE COURT: So once the 50,000 was paid and you
20 knew there wasn't any more coming, there was just sort of a
21 promise for this to come, you continued to work on this?

22 A. Only Your Honor.

23 THE COURT: Because you're asking for how many
24 years of 12,500 a month?

25 A. It's only for the 23 months prior to that but Your
26 Honor --.

27 THE COURT: Well no prior to your letter, I'm
28 talking about once you got the 50,000 and it was clear that

1 no more was going to come, at least not from those funds
2 funds you continued to work for them?

3 A. It was not clear immediately upon receipt, the
4 payment -- my recollection is the payment came in June and
5 then you know based on you know the sort of general scheme
6 that the contract set out, they had roughly a six week gap
7 between if I put in a bill for September it wouldn't be
8 paid really until the 15th of the following month so it was
9 like a month and a half grace.

10 THE COURT: Right?

11 A. So when you're looking at the time frame when I
12 got the \$50,000 partial payment and then you know look well
13 when would the next payment be due, it wouldn't be for a
14 couple of months any event and then at this point things
15 started to tumble out of control within the tribe which led
16 to Mr. Stein's termination as CEO of the tribal gaming
17 authority which led to the split within the factions so at
18 that point things were kind of into in Kay [OT] so it was
19 really -- and that's when I really decided to pull away
20 from the entire engagement.

21 MR. STEIN: So.

22 THE COURT: So your answer is what, how long did
23 you continue to work once you got the 50,000 and there
24 wasn't any more investor funds because there was only 2.15
25 million or what it was and you only got 50,000, Mr. Stein
26 told you there's problems with the tribe, they ran off the
27 money?

28 A. Right well --.

1 THE COURT: According to him right but you
2 continued to work for him, did you lobby for them?

3 A. Well all this didn't happen -- you know when had
4 he paid me the 50,000 [TPHERB] Lee, it wasn't -- things
5 hadn't quite did he gene generated at that point and this
6 was over a period -- so from the date when they were paid
7 to the date when we wrote the termination letter it was
8 approximately six months so really and during that time
9 period, you know it was an evolution of the situation so I
10 continued to work during that six months but then I you
11 know cut it off, I maybe I should have cut it off earlier
12 but I cut it off as of the 1st of the year really effective
13 30 days later so that was the sequence but I did continue
14 to work until I.

15 THE COURT: And what were you doing during that
16 time.

17 A. Same thing, [WERPBL] working with Congress,
18 working with the administration, trying to continue to
19 monitor legislation that would impact the tribes interest.
20 There was no real difference in the type of work we were
21 doing.

22 THE COURT: See the question for me I need to see
23 some proof of what you were doing during that time other
24 than you say well you know I was working for them with
25 Congress, well what were you [TKORG], what meetings were
26 you at h did you have travel [SP*EPS] [-Z], what times were
27 the meetings, what the substance of the meetings, what were
28 you talking about, do you have had billing sheets, to have

1 travel records do you have something to indicate other than
2 you just saying I was doing it because in light of the fact
3 that you weren't going to get paid anything past the 50,000
4 at least not at any time in the near future, I would want
5 to see that you have something, some notes, something?

6 A. Well Your Honor if I could just -- the letter
7 that.

8 MR. STEIN: 60 three?

9 A. 60 three is it.

10 MR. STEIN: The Dunlap letter date?

11 A. I think is.

12 MR. STEIN: And what's the date on that?

13 A. I'm trying to find that.

14 MR. STEIN: May I question the witness so he's not
15 giving a narrative.

16 THE COURT: Sure.

17 MR. STEIN: And once again if the court [WUPBTS]
18 to jump in and question please do.

19 Q. So Exhibit 60 three if I can turn you towards
20 that?

21 A. Right.

22 Q. So let's start with the court said, once clear,
23 more money not coming?

24 A. Uh-huh.

25 Q. Let me have you look behind you Dan. So June 2006
26 you got your 50,000?

27 A. Right.

28 Q. And was everything fine then?

1 A. Yes everything was fine.

2 Q. Okay. And then by November 15 --.

3 THE COURT: Well September, you were fired on --
4 let's see or resignation was September 9th.

5 MR. STEIN: Do you want me to put that in there.

6 THE COURT: Sure because --.

7 MR. STEIN: Okay September 9th we put -- Mr. Crane
8 had nothing to do with that.

9 THE COURT: You didn't know Mr. Crane that he was
10 terminated, it sound like you were advised by -- well in
11 November you were advised, did you know Mr. Stein was
12 terminated September 9th?

13 A. I don't know the exact date, I did know it, yes,
14 he did inform me about that.

15 Q. BY MR. STEIN: And Mr. Crane you testified that
16 you were willing to go forward even though Mr. Stein was
17 terminated, right?

18 A. Well that's right. That's right.

19 Q. And then can you read -- so November 15 is Exhibit
20 60 three?

21 A. Yes.

22 Q. And can you read the first paragraph that?

23 A. On behalf of the Gabrielino-Tongva Tribal council
24 and our tribal members we thank you for your services, the
25 tribe is honored to have been able to enter into a
26 contractual relationship with you, the service you provided
27 to the tribe was extremely valuable.

28 Q. Was it your feeling on read [TH-G] letter from

1 November 15th that you would likely get paid the balance?

2 A. When I read this letter, I felt that I would be
3 continued on under the new leadership.

4 THE COURT: It doesn't say that though does it?

5 A. No I'm telling you what I felt.

6 THE COURT: I mean it did tell you not to attend
7 any meetings, right?

8 A. It suggested that I not attend the meeting and
9 that's correct.

10 BY {RIGHT2}:

11 Q. And then can I refer you to Page 60 Five, January
12 4th is the date?

13 A. That's right.

14 Q. So you termed by January 4th?

15 A. That's right.

16 Q. And can I ask you between November 15th and
17 January 4th, does Thanksgiving traditionally fall there?

18 A. Yes.

19 Q. [TK*US] does Christmas traditionally fall there?

20 A. Yes.

21 Q. Does New Years traditionally fall there?

22 A. Yes.

23 THE COURT: So you probably weren't doing too much
24 work during that time, right?

25 A. Well there were other demands on my time.

26 THE COURT: Right. Other than going to Congress
27 to lobby for the tribe?

28 A. Congress isn't usually even there then, I think we

1 can probably stipulate to [STPHAEUFPLT] we can agree to
2 that.

3 MR. STEIN:

4 Q. And the money that you were [WORB] looking for
5 today is for work you have began in March 2005 that's
6 right.

7 Q. And through the balance of 2005, is that correct?

8 A. Yes.

9 Q. And did you that in reliance of being paid that
10 money once the trigger of investment funds came in?

11 A. That's right.

12 Q. And then you -- you were also looking for the
13 money you earned in 2006 is that correct?

14 A. That's right.

15 Q. And that would include money through June and you
16 were paid a small part of it?

17 A. That's right.

18 Q. And then you want the money from June 2006 for
19 another six months?

20 A. That's right.

21 Q. And in those six months you received a letter on
22 November 15th stating how honored they were to have you do
23 the valuable work for the tribe?

24 A. That's right.

25 Q. And then between that letter from November 15th
26 until you terminated was Thanksgiving, Christmas and New
27 Years?

28 A. That's right.

1 Q. Let [KWRE] [TPHUFT] clean up a very few fast
2 items, we talked about federal recognition had taking 20
3 plus year, is that with or without a lobbyist?

4 A. It could be -- in either case it could be a very
5 long process, essentially.

6 Q. Is using a lobbyist such as yourself likely to
7 shorten the 20 year time span?

8 A. Yeah, professional support is very helpful in
9 expediting the process.

10 Q. If the tribe is well funded by investor funds,
11 couldn't they get a shorter time span than 20 years?

12 A. Yes, they can.

13 Q. So if the BIA has that one little request but it
14 might take you six years to fulfill, if you have
15 professional help you might fulfill it in 60 days?

16 A. That's possible, yes.

17 Q. And would the 20 year timeline be shortened if
18 there's federal legislation, such as Congressman Moran was
19 offering?

20 A. It could be shortened considerably.

21 Q. And isn't that the type of legislation Senator
22 Boxer pushed through on behalf of Graton Rancheria?

23 A. That's right.

24 Q. Was there a dual track to get a casino?

25 A. Yes.

26 Q. One federal and one state?

27 A. That's right.

28 Q. In your experience in dealing with the United

1 States Government, is it better to have two tracks to get
2 what you have want or is it better to have one track?

3 A. Two is always better than one.

4 Q. Can I point you to the several ability clause in
5 exhibit 599?

6 A. Yes.

7 Q. Paragraph 15 on Page 7 '09, it's Page 7 '09?

8 A. I see it.

9 Q. Paragraph 15?

10 A. Yes.

11 Q. Exam can you just read the first sentence?

12 A. In case any one or more of the provisions
13 contained in this agreement shall for any reason to be held
14 invalid, illegal or unenforceable in any respect, such
15 invalidity, illegality, or unenforceability shall not
16 affect any other provisions absent this agreement which
17 shall be construed as if such provision had never been part
18 of the agreement. Do you want me to continue.

19 Q. No, that's good enough. What was the purpose of
20 that clause?

21 A. The purpose of the clause was in the event that
22 any of these other provisions were struck out that whatever
23 remains was still valid.

24 Q. Was it your.

25 THE COURT: Well -- hold on. What it says here is
26 you would be en [TELTS] towed qualm ton mayor witness which
27 is eye 50 in [AOE] an hour's work but we don't have that
28 information, [KRET].

1 MR. STEIN: Let me generate that, very good.

2 Q. What would be the estimate of your time spent in
3 23 months of your work.

4 THE COURT: I'm going to need some corroboration?

5 A. I really can't estimate how much time -- as I
6 testified we have don't keep billable hours, we don't track
7 our time, we don't do that for any client. So it would
8 be -- it would require considerable effort to go back and
9 reconstruct my time.

10 Q. Would you be able to based on your memory estimate
11 that it was more or less than 20 hours a month on average
12 for those 23 months?

13 A. I just -- I don't -- I can't be sure of that, it
14 would be but I just want to --.

15 Q. Do you know what an estimate is?

16 A. I do.

17 Q. Like if I was trying to estimate the length of
18 this, I wouldn't know exactly but I might say about four
19 feet if if I [STEUT] the [UB] number of steps me toe to
20 walk home that would not be an estimate I could make?

21 A. Well I would say that that would be a reasonable
22 estimate.

23 Q. What would be a reasonable estimate in any mind
24 with that [STPHARD] mind?

25 A. Well it was -- if you look at 20 hours a month,
26 four or five hours a week that probably would not be out of
27 the ballpark. Sometimes it was much more, sometimes it was
28 less, that's the nature of the business, that it's not

1 consistent. I had times when we spent 30 or 40 hours on
2 Gabrielino matters in a matter of a week.

3 Q. If it was 20 hours a month sometimes 3,000 an
4 hour, would that be 7,000 a month?

5 A. I'll take your word for it, yes.

6 Q. And is that in fact [HR*ES] than 12,500 per month
7 that you were billing?

8 A. That's right.

9 Q. And is the severability clause in fact for purpose
10 of the one half percent?

11 A. That was my understanding of the -- the reason for
12 severability clause, not so much for this but if for
13 example that one half of one percent of the net win
14 proceeds should be struck out that the rest of the contract
15 would remain valid.

16 Q. And is that -- and can I refer you back to
17 paragraph -- to Paragraph 3 little I on Page 7 '08?

18 A. Seven '08. On Page 7 '08? Oh yeah right at the
19 top, yes.

20 Q. Was your agreement a management agreement?

21 A. No.

22 Q. Why not?

23 A. It was an agreement -- it was a lobbying
24 agreement, it had -- I was to have nothing to do with any
25 management of the casino or the business operations or any
26 of the -- it was an advocacy contract.

27 Q. Right so --.

28 THE COURT: So under those circumstances would

1 federal law allow to you take an interest in the proceeds
2 from any future casino, if you're not a management -- if
3 you have nothing to do with management would the federal
4 law allow to you take -- I don't know the answer to that
5 I'm --

6 A. I believe it does allow you to do that. You know
7 I can --

8 THE COURT: A non management?

9 A. Yeah a non management but -- but like I said one
10 of the reasons a severability clause is in there was to
11 address to any problems that might relate to that
12 paragraph.

13 Q. BY MR. STEIN: Mr. Crane, have you ever heard of
14 the Mohican Sun Casino?

15 A. Yes.

16 Q. And under the Mohican Sun Casino development
17 agreement did some person have a percentage interest in the
18 net win of the Mohican Sun Casino?

19 A. I don't have personal knowledge that, but I know
20 that that's not unusual.

21 Q. And isn't that why he got so rich is that he had a
22 15 percent of net win for the Mohican Sun Casino because he
23 was a developer and had a development agreement that was
24 not a management agreement?

25 A. Yeah.

26 Q. And then in closing, the idea of the management
27 agreement -- if I can go back to the severability clause
28 for a second, can you read the proviso in detail that the

1 court referred to before in a very quick reading?

2 A. If the compensation arrangement is a determined
3 with finality by a federal or a state court in Los Angeles
4 County to be unenforceable for any reason, the parties
5 agree that a quantum meruit remedy of \$350 an hour times
6 the number of hours worked included time expended prior to
7 the execution of this agreement is reasonable compensation
8 for services provided by consultant pursuant to this
9 agreement. The tribe agrees that it shall bring no such
10 action challenging the validity or enforceability of this
11 agreement.

12 Q. So the tribe agreed not to bring the exact action
13 that they're bringing now, is that correct?

14 A. That's right.

15 MS. IBARRA: Objection facts not in evidence,
16 there's no action against Mr. Crane or the Crane Group.

17 THE COURT: True.

18 MR. STEIN: Okay good point.

19 THE COURT: Sustained.

20 Q. BY MR. STEIN: But let me ask you further, the
21 estimate of 20 hours a month that you gave which seems very
22 conservative compared to the 12,500 a month that the
23 contract provided, that estimate is for the range of
24 activities that you described in detail during your
25 testimony here today is that correct?

26 A. That's right.

27 Q. So your meeting with the college [TKPWREGS] at
28 oversight committees would be included in that?

1 A. They would.

2 Q. Would your meeting with the senator fine staff be
3 included in that?

4 A. Yes.

5 Q. And all the work that goes [TPHAOF] setting up a
6 meeting like that?

7 A. That's right.

8 Q. And would your meeting with the senator box staff
9 be included in that estimate of approximately 20 hours per
10 month?

11 A. Yes.

12 Q. Would your meetings with the BIA officials Lee
13 Flemming and Angela Kelsey be included within that estimate
14 of 20 hours per month?

15 A. Yes.

16 Q. Would your meetings with the congressional
17 delegation of the L.A. County, these dozen Congressman be
18 within that estimate of 20 hours a month for 23 months?

19 A. Yes.

20 Q. And would the other work that you did including
21 communications with the tribal council, a trip to Los
22 Angeles and the various work on the Mac contain bill be
23 within that estimate?

24 A. Yes.

25 Q. Would the work on the Mac contain bill if by
26 itself be more than 20 hours a month just working on that
27 one piece of legislation?

28 A. Could, yes.

1 Q. So in closing, when you were due and payable of
2 over \$200,000, the tribe had over two point \$15,000,000 in
3 its possession?

4 A. Yes.

5 Q. Did you mean to compromise any rights by accepting
6 a part payment of \$50,000?

7 A. No.

8 Q. And did you mean to compromise any rights against
9 the Dunlap faction by entering into a general [RAUS]
10 settlement with the Candelaria faction?

11 A. No.

12 Q. And did you mean to set the terms of what a
13 judgment would be in a Court of Law after 10 years of
14 fighting by comparing them to the general [RAUS] terms
15 given to the Candelaria faction?

16 A. No.

17 Q. No further questions.

18 THE COURT: Do you have any corroboration of the
19 hours that you work that you spent, because you know?

20 A. Yeah I know Your Honor.

21 THE COURT: You understand the situation, somebody
22 comes in and says yeah I worked for two years, 20 hours
23 every month and you know it's 12,500 a month, give me
24 \$300,000 and you know?

25 A. Well Your Honor if I -- first of all, we don't
26 bill by the hour, in other words this is --.

27 THE COURT: I understand?

28 A. And one reason we don't bill by the hour is

1 because -- when you're lobbying Congress for example one of
2 the most important factors is you have to spend years and
3 years and years developing relationships in order to have
4 access to get your point of view across and what could take
5 a lay person literally weeks and weeks and weeks, we can
6 sometime accomplish in just a matter of minutes so we find
7 that the hourly billing model doesn't work for our business
8 so we bill flat fees t reflects some months we may do
9 little or no work for a client, others much more than even
10 if you prorated it as whatever the hourly rate. So the
11 answer to your question is you know we didn't contract to
12 provide a minimum number of hours we --.

13 THE COURT: No but you have a quantum meruit that
14 states in the event you don't get the 12,500 a month you do
15 quantum meruit which does specifically say in the contract
16 that you multiply by the number of hours worked so that's
17 why I'm saying it is something that the contemplated by the
18 contract, it is typical in quantum meruit case asks so I
19 know you're not anticipating that when you're doing your
20 work but --?

21 A. Well I can say Your Honor that having once been a
22 lawyer myself and keeping my time sheets and all [THARBGs]
23 we did not -- and not -- and do do that for really any
24 client it's very rare where we have a client at that asks
25 for that type of accounting and so we don't really have the
26 records, you know we have to go back and extrapolate in a
27 very indirect way to try to even get a sense on it but I
28 can give you examples but I can't -- you know if I were

1 doing this as a lawyer at a laugh law firm I'm sure I would
2 have loads of billable hours to demonstrate to you, but I
3 can't do it -- I didn't believe it was required under the
4 contract that I do keep those records and I didn't. But as
5 Mr. [TK*URPB] said he was pleased with the work up until
6 November 15th.

7 MS. IBARRA: Your Honor.

8 MR. STEIN: And again you have estimated the work
9 even if you don't have written products you've given oral
10 testimony to the same effect in detail?

11 A. That's right.

12 MS. IBARRA: Your Honor I have a couple of
13 questions.

14 THE COURT: All right.

15 MR. STEIN: Your Honor I stayed -- I've stayed
16 strictly within the scope so I don't believe she has a
17 right to recross.

18 THE COURT: Well you can reopen if there's
19 something new.

20 MS. IBARRA: No it just relates some of the
21 questions to Mr. Stein. So he mentioned Mohican Sun
22 Casino?

23 A. Yeah.

24 Q. Do you recall the year of that?

25 A. No.

26 Q. Was it before 1990?

27 A. Since I don't recall the year I --.

28 Q. You don't recall it at all?

1 A. I can't guess as to you know when the Mohican --
2 you know when this Mohican Sun Casino was you know went
3 into operation.

4 Q. And you don't have any personal knowledge of that
5 either, you said?

6 A. Not about the specific Mohican Sun Casino deal
7 other than reading newspaper articles and thing that far
8 sort.

9 Q. Do you know what year the National Indian gaming
10 commission was formed?

11 A. No.

12 Q. Would it have been during your tenure in the
13 senate as a staffer?

14 A. It's possible. Well, I mean, I'm trying to think.
15 Well, you'd have to tell me what year and I'll tell you if
16 it was within my tenure?

17 Q. It might have been in the '80s.

18 A. Well I began working in the senate in like '86 so.

19 Q. So before National Indian gaming commission was
20 formed, there was no enforcement of you know whether
21 something was or wasn't a management contract.

22 MR. STEIN: Objection facts not in evidence.

23 THE COURT: Overruled she's asking is that the
24 case?

25 A. I don't know the answer to that question.

26 Q. BY MS. IBARRA: But you don't very call from your
27 personal recollection being in the senate?

28 A. No. No, I do not.

1 Q. But you do lobby the National Indian gaming
2 commission right?

3 A. I have lob he'd them.

4 Q. Have you seen that there's a difference in
5 enforcement that occurs today than what occurred in the
6 '90s?

7 A. I didn't lobby them in the '90s.

8 Q. How long have you been lobbying them?

9 A. I've been lobbying since 1992, 1993.

10 Q. And you haven't noticed a difference in their
11 enforcement from '92 until today?

12 A. I told you I only lobby the National Indian gaming
13 commission in the last few years on issues not related to
14 management contracts.

15 Q. Okay. My other question is were you aware that
16 the Libra agreement was supposed to be proceed in
17 [TROFPLZ].

18 MR. STEIN: Objection facts not in evidence.

19 THE COURT: Could you repeat that, I don't think I
20 understand that question.

21 Q. BY MS. IBARRA: So were you aware that the Libra
22 agreement was -- had more than one tronch?

23 A. What do you mean by tronch.

24 Q. So it was -- there was a promise --.

25 MR. STEIN: Again objection facts not in evidence.

26 THE COURT: Overruled.

27 Q. BY MS. IBARRA: Were you aware that the Libra
28 agreement had a potential promise of future payments to the

1 tribe?

2 A. I was aware of that.

3 Q. So did you have a reasonable expectation that your
4 that the remaining funds would come from future payments
5 from Libra to the tribe?

6 A. That wouldn't be an accurate description. I knew
7 that Libra had provided over \$2,000,000 and I know there
8 was an expectation there would be additional monies
9 forthcoming as to where my specific payments would come
10 from, I really didn't really speculate as to that.

11 Q. So you thought that all of your payments would
12 come from the first-- the first payment from Libra to the
13 tribe?

14 A. I didn't speculate as to you know whether all of
15 my payments would come from the first tronch or subsequent
16 tronches. In fact I didn't think I had to because the
17 agreement just simply said once they get the first
18 \$2,000,000 the amounts become Tuo and payable so it really
19 wasn't any concern at that point once that condition was
20 met.

21 Q. But you didn't make demands on payment while Mr.
22 Stein was affiliated with the tribe, right?

23 A. I didn't need to, I was paid the initial \$50,000
24 payment, I didn't have to make a demand for that.

25 Q. And did he tell you that any future payments might
26 come from future investment? I thought that's what you
27 said?

28 A. Well I don't recall --.

1 MR. STEIN: Objection asked and answered this is
2 exactly what the court went into in great detail.

3 THE COURT: Overruled?

4 A. He may have mentioned [THARBGS] yeah.

5 MS. IBARRA: Okay.

6 Q. So it didn't dawn on you that it might come from
7 future Libra money?

8 A. It could have been but I really wasn't you know
9 focused on that in the level of detail that you're
10 suggesting.

11 Q. So if Mr. Stein sued Libra and that cut off any
12 future funding from Libra to the tribe, didn't he cut off
13 money that come to you eventually.

14 MR. STEIN: Objection.

15 MR. FORDYCE: Speculation.

16 MR. STEIN: Assumes facts not in evidence.

17 THE COURT: Overruled, he did sue them, right
18 that's [TPH-Z] [TK-BG] [ET] right.

19 MR. STEIN: I don't think Mr. Crane has any
20 knowledge of this.

21 THE COURT: Overruled?

22 A. I have no knowledge of this.

23 Q. BY MS. IBARRA: So you're not aware that Libra was
24 a defendant in this case and Stein sued Libra, the
25 [HRAO*ERB] investors?

26 A. No.

27 Q. So now do you know do you think that he interfered
28 with the money that was coming to you?

1 A. I just don't know enough about the lawsuit to even
2 guess what the impact would be, I just don't know anything
3 about it.

4 Q. So as to the severability clause, you said that
5 you were concerned [PW*] that zero .5 percent, that that
6 was your main concern?

7 A. Well it was one of the concerns, I mean I believe
8 that provisions legal under federal law but just as you
9 suggested, there's some ambiguity, I wanted protect for the
10 main body of the agreement which was the monthly fee.

11 Q. Ambiguity and also like evolution in how the
12 National Indian gaming commission.

13 MR. STEIN: Objection.

14 MS. IBARRA: Is interpreting contracts.

15 MR. STEIN: Misstates testimony.

16 MS. IBARRA: I'm asking him.

17 THE COURT: Well it's a little -- rephrase it.

18 MS. IBARRA: Okay so you said there's some
19 ambiguity in-law?

20 A. No, I didn't say there was ambiguity in the law.
21 But you for example are suggesting that this might be a
22 construed as a management contract and even though I think
23 it's quite clear at that it's not, you know one of the
24 reasons for that severability clause is to make sure
25 that -- and really makes -- it could be any clause, we
26 wanted to -- we didn't want -- whatever clause might be
27 struck we didn't want it to jeopardize the whole contract.

28 Q. It's true it could be any clause but you

1 specifically referenced the zero .5 percent?

2 A. Well that's because you were asking me questions
3 about that.

4 Q. So you made a trip to Los Angeles in November of
5 2006?

6 A. I believe so.

7 MR. STEIN: Objection Your Honor outside the scope
8 of redirect.

9 THE COURT: Overruled I'll let you ask more if you
10 want?

11 A. I believe that's right, November -- you mean for
12 the meeting in -- yes yes.

13 Q. The meeting?

14 A. That's right.

15 Q. So that was [REFR] [ERPBS] [-DZ] in the Dunlap
16 letter?

17 A. That's correct, yes.

18 Q. For you not to attend? So the work you did in
19 November was with Mr. Stein?

20 A. No my contract was with the tribe not with Mr.
21 Stein.

22 Q. But you went to a meeting that Mr. Stein had that
23 was had not authorized, you received a letter saying it was
24 not authorized?

25 A. Well Mr. Dunlap was at the meeting so were 200
26 members of the tribe.

27 THE COURT: That's not the question though, they
28 didn't authorize you to go, whether they were there or not

1 is not the question, the question is why did you go when
2 you were specifically told not to by Dunlap?

3 A. Well they said they would deeply appreciate it if
4 we didn't go, they were not pro hinted under pain of
5 termination but the answer why we went to that meeting
6 because at that point there was -- the tribal leadership
7 dispute was boiling over and I felt it was important that I
8 explained directly to the members of the tribe, not a few
9 leaders who were fighting with one another but the to the
10 rank and file of the tribe what we had been to go over the
11 last year and a half, two years on their behalf in
12 Washington, D.C. and explain to them some of the
13 complexities and difficulties they faced and had to
14 overcome so I -- so at that meeting I was able to explain
15 to them you know what we have been doing and I felt it was
16 important that they hear directly from us what our role had
17 been on their behalf over that time period. At this stage
18 of the game, there was -- you know I also -- you know I was
19 also asked by Mr. Dunlap to attend another meeting the next
20 day but I had -- I had a conflict, I had already arranged
21 to go back to I was unable -- it was a late notice, I was
22 unable to rearrange my schedule to come to the second
23 meeting but I believe almost everybody who at the second
24 meeting was at the first meeting so he had asked me to come
25 as well to explain to the folks so I thought this was the
26 most convenient form to do it and I did.

27 Q. So is it fair to ask that Mr. Stein invited you to
28 the November 18th meeting?

1 A. He informed me about it.

2 Q. So Mr. Stein invites you to the meeting, Mr.
3 Dunlap asks you not to go to the meeting, you go to the
4 meeting and do you have further communications with Mr.
5 Stein in December of 2006?

6 A. Well I may have. I can't recall specifically but
7 I do know that after that meeting in November -- middle of
8 November, essentially it was -- I had you know was in the
9 process of making my decision to cut my ties with the
10 tribe, I didn't cut them immediately upon that -- the end
11 of that meeting but it's something that was sort of in the
12 works and didn't actually end up manifesting itself until
13 after the holidays but that was what happened.

14 Q. Did you have any communication with Dunlap or
15 Carmelo or anybody from the old tribal council in November
16 or December?

17 A. Well at that -- at that meeting I had -- you know
18 I talked with them at the November 15th or whatever the
19 date was meeting in Los Angeles.

20 Q. Spoke to both [TK-FRPB]?

21 A. Well I spoke to -- I can remember speaking to
22 Dunlap for sure, Ms. Carmelo I can't remember precisely but
23 I talked to quite a few people.

24 Q. So other than your interactions at that meeting,
25 did you have any other conversations with Mr. Dunlap or
26 Ms. Carmelo?

27 A. No I never heard a thing from them, I never
28 heard -- they never got back to me in terms of expressing

1 displeasure from me going, they never got back to me in any
2 way, shape, or form and they never got back and and that's
3 one of the reasons why we decided to bow out of the
4 representation and we never heard anything after we bowed
5 out either.

6 Q. And how about senator Polanco who was the
7 replacement CEO?

8 A. I never [PHRAERD] --

9 Q. At all?

10 A. No.

11 Q. Did you ever meet him?

12 A. I met him -- not on this matter, I think I met him
13 once in Sacramento just to say -- just to be introduced and
14 shook his hand and had no conversation with him though.

15 Q. Okay thank you. I think that's all I have. Oh
16 and no, just the [KWAUPBT] merits claim but I think the
17 court actually covered that fairly well?

18 A. Okay.

19 Q. Thank you.

20 THE COURT: Anything further for this witness.

21 MR. STEIN: Yeah just very quickly.

22 Q. Can we go back to the Dunlap letter and I'd like
23 to just read the --?

24 A. What's the number of that again.

25 Q. 60 three?

26 A. 60 three.

27 Q. And there are two paragraphs I'd like you to read
28 that may shed new light on the letter. So can you read the

1 last paragraph on the Page 786 and the first -- and the
2 second paragraph on 787?

3 A. Mr. Crane and Ms. Jigavitch your contractual
4 relationship is with the Gabrielino-Tongva Tribe, the
5 client is the Gabrielino-Tongva Tribe, not an individual.

6 Q. May I ask you to stop there. So do you take this
7 letter as confirm that you had a current contract with the
8 Gabrielino-Tongva Tribe according to Mr. Dunlap and the
9 other council people on this letterhead?

10 A. Yes.

11 Q. And this letterhead is from terminal street?

12 A. Yes, it is.

13 Q. So as of November 15th, was your understanding
14 that you were in good standing on November 2015?

15 A. Yes.

16 Q. Then can you read the second paragraph on the next
17 page?

18 A. Your not attending this unauthorized event in
19 November 18th would be deeply appreciated by tribal council
20 and our members.

21 Q. And then the next paragraph?

22 A. The official Gabrielino-Tongva Tribe tribe
23 gathering is on November 19th at the point at the blew
24 pyramid at California State University Long Beach starting
25 at 9:00 a.m. we invite you to attend and share with our
26 tribal members the work you have performed on behalf of
27 Gabrielino-Tongva Tribe.

28 Q. So I'm going to point out two things, the first

1 thing I just want to catch up with what had you said before
2 over here, once it was clear more money not coming, as of
3 November 15th, you said that you were in good standing?

4 A. Yes.

5 Q. So as of November 15th, it was not -- it wasn't at
6 all clear that more money was not coming, you were in good
7 standing, right?

8 A. Yes.

9 Q. So it was clear [TA*] that more money should be
10 coming?

11 A. Yes.

12 Q. And then you [TWOEPBT] these meetings, he's
13 inviting you back to Los Angeles is that correct?

14 A. Yes.

15 Q. He's inviting you to Los Angeles and says come to
16 November 19, don't come to November 18?

17 A. That's right.

18 Q. You saw him on November 18?

19 A. That's right.

20 Q. Was he upset with you?

21 A. No.

22 Q. Did he say I told you not to come?

23 A. No.

24 Q. Was he in fact well coming to you?

25 A. He was really friendly and he in fact he said I
26 really hope you'll make it to our meeting tomorrow too and
27 I told him I would love to because of my schedule getting
28 back to Washington I couldn't and I said we probably

1 covered most of what we had to cover.

2 Q. And then thereafter he didn't reconsider h see
3 that you weren't at the November 19th meeting and send you
4 any letter or e-mail showing did I say pleasure did he?

5 A. No I never heard anything. I would also --.

6 Q. And once you got back on November 19th?

7 A. Yes.

8 Q. From Los Angeles?

9 A. Uh-huh.

10 Q. Thanksgiving was a week later?

11 A. I think it was the -- yeah the following [WAOEB],
12 right.

13 Q. And thereafter Christmas and thereafter New Years?

14 A. That's right.

15 Q. And then January 4th had you terminated?

16 A. That's right.

17 Q. Do you feel that you were at all too fast or too
18 slow in terminating after being in good standing on
19 November 15th and then terminating on January 4th?

20 A. No, I don't. And the reason I terminated January
21 4th was not because I was convinced that there was no money
22 forthcoming or there would be no money forthcoming, it was
23 because the tribal leadership dispute such taht it made
24 working for the group very difficult and that was the
25 reason for terminating, it did not have any anything to do
26 with the money issue.

27 Q. And just one last question h do state Indian
28 tribes have sovereignty?

1 A. No.

2 Q. Do federal Indian tribes have sovereignty?

3 A. Semi sovereignty, yes.

4 Q. Does federal law govern federal Indian tribes?

5 A. Yes.

6 Q. Does federal law govern state tribes?

7 A. No.

8 Q. Does state law govern state tribes [-FRBLTS] yes.

9 Q. Does state law [TKPWOFBG] state tribes, that
10 consistent with your understanding of what the jury did
11 here, finding that GT Tribe was an unincorporated
12 association under California law?

13 A. Yes.

14 Q. So it's consistent to you?

15 A. It is.

16 Q. No further questions.

17 THE COURT: Anything further for this witness.

18 MS. IBARRA: No I'm done.

19 THE COURT: Thank you you may step down.

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