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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 22

2 01:38 PM.

3 THE COURT: Gabrielino–Tongva Tribe versus Stein,

4 BC361307. Good afternoon counsel.

5 ALL COUNSEL: Good afternoon.

6 THE COURT: Make your appearance.

7 MS. IBARRA: Delia Ibarra on behalf of plaintiff,

8 Gabrielino–Tongva Tribe.

9 MR. STEIN: Jonathan Stein on behalf of cross

10 defendant -- Defendant and cross-complainant SMDC and on

11 behalf of cross-complainant the Crane Group.

12 MR. FORDYCE: Good afternoon Niall Fordyce on behalf

13 of Stein Defendant.

14 THE COURT: Okay thank you and welcome to the UCLA

15 students who are present in the courtroom. I know there are  
16 some issues that they want to take up but they sound like  
17 scheduling issues so I think we should probably go forward  
18 with your witnesses we have today.

19 MR. STEIN: Yes Your Honor.

20 THE COURT: And we will talk about the scheduling  
21 issues afterwards.

22 MS. IBARRA: Thank you.

23 THE COURT: Okay. Do you want to call your witness.

24 MR. STEIN: Calling in SMDC case in chief, Rae  
25 Lamothe.

26 THE COURT: Ms. Lamothe.

27 MR. GOLDING: Your Honor.

28 THE COURT: Yes.

1           MR. GOLDING: My name is Jonathan Golding from the  
2 law offices of Golding & Lamothe and the witness' counsel.

3           The COURT: Yes, you can state your appearance.

4           MR. GOLDING: Jonathan Golding of Golding & Lamothe  
5 for witness Rae LamotheTHE COURT: Madam, you may come  
6 forward. Stand behind the court reporter face the clerk to  
7 my right.

8           THE CLERK: \* \* state \* \*?

9           A. Yes.

10          THE CLERK: Please have a seat by the microphone.  
11 Head and state your name for the record spelling your first  
12 and last name?

13          A. Rae r a e, Lamothe l a m o t h e.

14 THE CLERK: Thank you.

15 THE COURT: Thank you you may begin.

16 MR. STEIN: Thank you Your Honor.

17 Q. BY MR. STEIN: Ms. Lamothe thank you very much for  
18 coming today. I'd like to start by showing you the SMDC  
19 agreement which is exhibit 569, I understand you haven't seen  
20 exhibit 569 until today?

21 A. I've -- since I stopped working for the tribe, yes.

22 Q. And when was that?

23 A. Spring of '06, so I would have seen it sometime  
24 prior to that.

25 Q. I'd like to go through a few provisions of the  
26 agreement to refresh your recollection of it and independents  
27 it has been a long time but you've had a very short time to  
28 begin work here in refreshing your recollection before the

1 court began; is that correct?

2 A. Correct, I started reading the exhibit.

3 Q. Thank you for helping save the Court's time. Where

4 I'd like to go first is -- now you began work for the tribe

5 when?

6 A. Spring of '01 I believe.

7 Q. So spring of '01 and then you eastbound-d work with

8 the tribe?

9 A. Spring of '06 I believe.

10 Q. So you were with the tribe for almost as long as Mr.

11 Stein was, would that be correct?

12 A. Yes.

13 Q. And when I say GT Tribe I'll refer to GT Tribe which  
14 the jury has found includes the Dunlap faction and therefore,  
15 when Mr. Stein was terminated in November of 2006, that was  
16 the end of his work with GT Tribe.

17 MS. IBARRA: Objection.

18 MR. STEIN: Being the Dunlap faction.

19 MS. IBARRA: Objection misstates -- misstates the  
20 evidence as to who the plaintiff is.

21 THE COURT: Sustained. The plaintiff was found to  
22 be this organization.

23 BY MR. STEIN: And I was just saying that so forgive  
24 me. Let me say it the correct way.

25 Q. Mr. Stein worked with GT Tribe beginning shortly  
26 before you came in spring of 2001; is that correct?

27 A. I don't recall when you started.

28 Q. And he finished working in October of 2006?

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1           A.    You were still there when I left.

2           Q.    All right.  Very good.  So you were there for almost

3 as long as Mr. Stein worked with GT Tribe.

4           MS. IBARRA:  Objection asked and answered.

5           THE COURT:  Overruled.  Is that correct, roughly

6 about the same?

7           A.    As soon -- if Mr. Stein started shortly before me

8 and left shortly after me that would be approximately

9 correct.

10          THE COURT:  Thank you.

11          Q.    BY MR. STEIN:  So turning to the SMDC agreement,

12 when was the first time you saw the SMDC agreement?

13 A. I don't recall. Sometime after I started but I

14 don't recall when.

15 Q. Shortly after you started?

16 A. I don't recall.

17 Q. Okay. And certainly you saw the SMDC agreement

18 before resolution 46 adopted in September of 2003?

19 A. I would have, yes.

20 Q. And that would have been September of 2003 -- that

21 would have been two-and-a-half years after you began work

22 with the tribe?

23 A. Approximately, yes.

24 Q. Okay. Now is it your understanding that -- the jury

25 found that GT Tribe was an -- is an unincorporated

26 association is that your understanding as well.

27 MS. IBARRA: Objection misstates the verdict, it

28 didn't have anything specific.

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1 THE COURT: They found stand [SKP-G] they found.

2 MS. IBARRA: Yes.

3 THE COURT: The party in interest.

4 MS. IBARRA: Yes.

5 MR. STEIN: They also compound capacity to sue which

6 makes them an unincorporated association.

7 THE COURT: But they didn't actually make that

8 finding.

9 MR. STEIN: Correct.

10 Q. BY MR. STEIN: Do you know what the nature of GT

11 Tribe was?

12 A. It was a state recognized Indian tribe.

13 Q. Was it a -- was it a legal entity or just a state

14 recognized Indian tribe?

15 A. My recollection is there was a separate entity, the

16 tribal council.

17 Q. Tribal council, very good.

18 THE COURT: Can I ask you where did you get the

19 information that they were a state recognized Indian tribe?

20 A. When I started, I received copies of prior documents

21 that the tribe had.

22 THE COURT: From whom?

23 A. Probably from Jonathan Stein or Sam, I don't recall.

24 THE COURT: All right?

25 A. Sam Dunlap but probably from Jonathan Stein.

26 THE COURT: Okay?

27 A. Because he had records.

28 MR. STEIN: Uh-huh.

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1 Q. BY MR. STEIN: And in this agreement, I'd like to

2 walk you through a number of provisions but it's -- so it's

3 your testimony that GT Tribe was not an unincorporated

4 association?

5 A. It's a unique entity, it's a state recognized Indian

6 tribe. So it's not your typical unincorporated association,

7 it's a unique entity which is to the best of my recollection

8 why we set up the Gabrielino-Tongva tribal council which we

9 could set up as an official entity.

10 Q. And that official entity what was its govern body?

11 A. There was a tribal council.

12 Q. And then did the tribal council have to act as a

13 body to make a decision on behalf of the organization?

14 A. Can you say that again.

15 Q. Did the tribal council have to act as a body to make

16 a decision on behalf of the organization?

17 A. Major decisions, yes.

18 Q. And so Virginia Carmelo wouldn't be enough, Sam

19 Dunlap wouldn't be enough?

20 A. For major decisions, correct.

21 Q. Very good. Can you read recital D?

22 A. The Tongva and the developer wish to enter into an

23 independent contractor relationship, and not an

24 attorney-client relationship, developer may however supervise

25 one or more lawyers or law firms or work with tribal counsel

26 to accomplish tasks which may be legal in nature.

27 Q. Is it your understanding that Mr. Stein worked blue

28 SMDC as an independent contractor?

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1 A. Could you rephrase that? Are you saying -- are you

2 asking if SMDC was the independent contractor or you were an

3 independent contractor to SMDC.

4 Q. No. Was SMDC an independent contractor?

5 A. To the tribe, yes.

6 Q. And was Mr. Stein the manager of SMDC?

7 A. Yes.

8 Q. Let's go to Exhibit 1, economic development tasks,  
9 scope of work economic development tasks. Did you understand  
10 what economic development tasks were under the SMDC  
11 agreement?

12 A. They were the collection of tasks that the developer  
13 was requested to perform for the tribe.

14 Q. And did they include supervising professionals that  
15 would help with federal recognition of the Tongva tribe?

16 A. Yes.

17 Q. Did you prepare a federal recognition application  
18 under Mr. Stein's supervision?

19 A. I prepared a petition for federal recognition that  
20 you and the tribe requested I prepare and submit.

21 Q. I'm just going to make a list of a few of the things  
22 that you did. So Rae Lamothe prepared federal recognition  
23 petition. Was Mr. Stein also trying to get -- this is little

24 three, did he supervise political professionals to build  
25 support in County of Los Angeles, State of California and  
26 Washington, D.C. for federal recognition [UFRPLGTS] I know  
27 you were working with a number of people on the local state  
28 and fed level trying to get recognition.

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1 Q. And that was for the casino project to get a casino?

2 A. To get federal recognition so the tribe could get a  
3 casino, yes.

4 Q. So there was both federal recognition and getting a  
5 casino?

6 A. Yes.

7 Q. Roman numeral, so procure and present to the tribe  
8 for their consideration investor candidates. Did Mr. Stein  
9 as manager of SMDC try to procure investor candidates?

10 A. Yes.

11 Q. And was this a very, very long drawn out effort to  
12 try to find somebody who would invest in this respective  
13 venture?

14 A. It was time consuming, yes.

15 Q. And in fact as Mr. Stein as manager of SMDC find an  
16 investor?

17 A. My recollection is that as I was leaving, there was  
18 an investor coming in.

19 Q. And was that Libra?

20 A. That sounds familiar but if you hadn't mentioned it  
21 I wouldn't have remembered it on my own.

22 Q. And were the Libra investor funds the source of a

23 \$60,000 payment towards the amounts owed to you by GT Tribe?

24 A. I believe so, yes.

25 Q. For five years of work?

26 A. Yes.

27 Q. So we've talked about economic development tasks,

28 now let's talk about two E no attorney-client relationship.

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1 Could you please read that clause?

2 A. The header, not an attorney-client relationship, the

3 text. The parties acknowledge that no attorney-client

4 relationship has ever existed between the Tongva and either

5 Stein or the law firm of Arter & Hadden LLP, and that this  
6 agreement shall not form such an attorney-client  
7 relationship. The Tongva acknowledge that they shall enjoy  
8 none of the advantages of such a relationship, including the  
9 attorney-client privilege in litigation. The Tongva agree to  
10 hire one or more law firms to do all legal work required,  
11 [TPHES] or visible to complete the economic development tasks  
12 or scope of work.

13 Q. Did you become familiar with that provision as part  
14 of your work in approving this resolution and its amendment  
15 in 2003 under resolution 46?

16 A. Yes.

17 Q. And to your understanding was this correct.

18 MS. IBARRA: Objection calls for an expert opinion.

19 THE COURT: Sustained.

20 Q. BY MR. STEIN: Was it your understanding that the

21 Tongva agreed to hire one or more law firms to do legal work

22 required?

23 A. Yes.

24 Q. And was the law firm -- was the law offices of Rae

25 Lamothe one of those law firms?

26 A. Yes.

27 Q. Was the law firm that employed Marilyn Barrett

28 another of those law firms?

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1 A. What time frame is this?

2 Q. We're going to talk about this in 2003 but it was

3 first adopted in 2001 and it lasted until 2006?

4           A.    At some point the tribe retained Marilyn Barrett's  
5    firm which I don't remember the name of but I don't know when  
6    it was relative to this.  It was when I was leaving.

7           Q.    Right.  And that was in connection with the Libra  
8    transaction that funded your payment?

9           A.    Correct.

10          Q.    And then after -- before you left, did Elizabeth  
11   Aronson begin her work with GT Tribe?

12          A.    All at the general same time frame, I couldn't tell  
13   you the dates of -- if we were weeks apart, days, months  
14   apart.  When the Libra money came in, you needed somebody to  
15   paper up the deal and I believe that's when Marilyn Barrett's  
16   firm was brought in.  So in that -- I was leaving, I don't  
17   know if Liz Aronson replaced me as general counsel or if  
18   Marilyn did but there were -- I left and the two of them  
19   stayed.

20 Q. Very good. And so Elizabeth Aronson was law offices

21 of Elizabeth Aronson?

22 A. I believe so, yes.

23 Q. And law offices of Rae Lamothe, you had your own

24 office is that correct?

25 A. Yes.

26 Q. And you did not office with law offices of Jonathan

27 Stein?

28 A. No.

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1 Q. About how far away was your office?

2 A. You were at Fifth Street and I was at 26th so 21

3 blocks.

4 Q. 21 blocks. And going further to exhibit -- Section

5 3 D can you read no fiduciary relationship?

6 A. The ready no fiduciary relationship. The

7 relationship between the parties shall be solely contractual

8 and neither parent paren or its officers directors or

9 managers paren, including Stein shall be deemed the fiduciary

10 of the other.

11 Q. Did you review that agreement in detail in order to

12 approve the agreement as amended in 2003?

13 A. Yes.

14 Q. And do you -- what did that mean to you at the time?

15 A. That you were acting or SMDC was acting as a

16 developer, not as an attorney.

17 Q. And also did it mean that Mr. Stein individually

18 was -- had no fiduciary relationship to the tribe?

19 A. Correct.

20 Q. So let's go back.

21 MS. IBARRA: It calls for an expert opinion.

22 THE COURT: It does, sustained, the answer is

23 stricken.

24 Q. BY MR. STEIN: To your understanding can I set the

25 foundation for that Your Honor.

26 THE COURT: Yes.

27 Q. BY MR. STEIN: How long have you practiced law Rae?

28 A. Since 1994.

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1 Q. And that would be as of today?

2 A. 22 years.

3 Q. 22 years?

4 A. 27 years, 22 22.

5 Q. And do you understand what an attorney-client

6 relationship is?

7 A. Yes.

8 Q. And have you had continuing education courses about

9 where you learned what an attorney-client relationship is?

10 A. Probably not.

11 Q. Have you learned your professional -- rules of

12 professional conduct that applied when there is an

13 attorney-client relationship?

14 A. Yes.

15 Q. To your understanding of what an attorney-client

16 relationship is, was this provision meant to indicate that

17 Mr. Stein did not have an attorney-client relationship under

18 this agreement.

19 MS. IBARRA: I'm going to object that [TA\*] it calls  
20 for an expert opinion.

21 THE COURT: Sustained. Sustained.

22 MR. STEIN: Your Honor I'm asking her understanding  
23 of it.

24 THE COURT: It calls for an expert opinion.

25 Q. BY MR. STEIN: Were there any facts -- given your  
26 understanding of an attorney-client relationship, were there  
27 any facts within your knowledge that caused you to believe in  
28 2003 that there was an attorney-client relationship between

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1 Mr. Stein and GT Tribe.

2 MS. IBARRA: Object that it also calls for an expert

3 opinion but --.

4 THE COURT: Overruled.

5 MS. IBARRA: Okay?

6 A. It's so broad I -- nothing comes to mind.

7 Q. So would it be accurate to say that no facts come to

8 mind that caused you to believe that Stein had an

9 attorney-client relationship with the tribe?

10 A. I think that's what I just said.

11 Q. And was your position with the tribe, tribal general

12 counsel?

13 A. Yes.

14 Q. And was that -- did that position allow GT Tribe to

15 get independent counsel on any transaction with SMDC or Mr.

16 Stein?

17 A. Yes.

18 Q. Let's go to -- I'll ask you to look at the book to  
19 section 14 now, or you can look up here, we'll get there very  
20 quickly. Can you read section 14 please?

21 A. The header is entire agreement. The this agreement  
22 contains the entire agreement of the parties relate to go  
23 this subject matter and this parties agree that this  
24 agreement supersedes all prior written or oral agreements,  
25 representations and warranties relating to the subject matter  
26 here of. No modifications of this agreement shall be valid  
27 unless made in writing and signed by the parties.

28 Q. Did you understand this agreement to be that a

1 writing would have to be entered into between Stein and GT  
2 Tribe if they were dealing with the subject matter of this  
3 agreement?

4 A. Yes.

5 Q. And did the subject matter of this agreement include  
6 the economic development tasks?

7 A. I believe so but I'd have to look back.

8 Q. Let's look.

9 THE COURT: Mr. Stein are you going to stop at some  
10 point I'm getting dizzy.

11 MR. STEIN: It's a long agreement sorry I'm getting  
12 to the economic development tasks.

13 THE COURT: It's after lunch. .

14 MR. STEIN:

15 Q. So was the subject matter of this agreement

16 basically the casino project?

17 A. Yes.

18 Q. So was it your understanding of section 14, entire

19 agreement, that if there was any change in the terms of the

20 subject matter of this agreement that it would simply require

21 a writing, it could be done it just require a writing?

22 A. Correct.

23 Q. And does the subject matter of this agreement in

24 your opinion having reviewed it and given representations

25 about it, include that there would be no attorney-client

26 relationship between Stein and the tribe, was that one of the

27 subject matters of this agreement?

28 A. Yes.

1 Q. And was another subject matter of the agreement that  
2 there be no attorney-client relationship?

3 A. Correct.

4 Q. But is it your understanding that they could create  
5 a attorney-client relationship they would simply need an  
6 explicit writing to do so?

7 A. Yes.

8 Q. And that's because this was part of the subject  
9 matter of the SMDC agreement?

10 A. Yes.

11 Q. Returning now to the attorney-client relationship,  
12 they could -- the tribe could form an attorney-client  
13 relationship with Mr. Stein but because it's the subject

14 matter of this agreement, it would simply have to be in

15 writing.

16 MS. IBARRA: I'm going to object it calls for expert

17 opinion.

18 THE COURT: Sustained.

19 Q. BY MR. STEIN: Is it your understanding of this

20 agreement that you made representations about that part of

21 the subject matter of this agreement was this clause.

22 MS. IBARRA: Objection calls legal conclusions as to

23 whether the witness made legal representations about that.

24 THE COURT: That's vague.

25 MR. STEIN: Once again she's a lawyer that reviewed

26 this agreement and made representations about this agreement.

27 THE COURT: To who.

28 MR. STEIN: To her clients.

1           THE COURT: Well we don't know that you haven't  
2 established that.

3           MR. STEIN: Let me go back to that, you're right,  
4 let me come back to that.

5           Q. Is it your understanding that this clause is part of  
6 the subject matter of the agreement, whatever it may mean?

7           A. The subject matter of the agreement was developing a  
8 casino. That was the purpose of the agreement. So whether  
9 that there's no attorney-client relationship is part of the  
10 subject matter of the agreement I don't know.

11          Q. Very good. Let's look at Paragraph 19, can you read  
12 Paragraph 19?

13           A.    The header limitation of liability. Notwithstanding  
14 anything else in this agreement or otherwise, neither Tongva  
15 nor developer will be liable with respect to any subject  
16 matter of this agreement under any contract, negligence,  
17 strict liability or other legal or equitable theory or any  
18 incidental, special, exemplary or consequential damages.  
19 Developer shall only be liable for willful misconduct or  
20 gross negligence in connection with any services rendered  
21 under this agreement.

22           Q.    Did you understand this limitation of liability  
23 section when you approved the agreement in 2003?

24           A.    Yes.

25           Q.    And was your clientele the organization GT Tribe?

26           A.    Yes.

27           Q.    And were you acting as independent counsel for GT

28 Tribe when you approved for the agreement.

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1 MS. IBARRA: Objection legal conclusion as to  
2 whether she was independent.

3 THE COURT: Maybe you should establish some  
4 foundation for whether she was an independent counsel.

5 MR. STEIN: Sure?

6 A. Well wait, this is -- if this is a February '01  
7 agreement, I don't think I was there in February '01.

8 Q. Right but you ratified?

9 A. Orange.

10 Q. You ratified the entire agreement in February '03

11 and we'll get there?

12 A. Okay.

13 Q. Does this also indicate that with respect to any

14 subject matter of this agreement, any theory of liability,

15 including legal or equitable theory would fall -- would only

16 be measured by a willful misconduct or gross negligence

17 standard?

18 A. Yes.

19 Q. So if the theory of liability was that Mr. Stein was

20 attorney for the tribe, wouldn't it have to fall under the

21 same willful misconduct or gross negligence standard.

22 MS. IBARRA: Observation compound and also

23 unintelligible, I mean I'm not sure she understands.

24 THE COURT: Yeah it's vague and unintelligible.

25 MR. STEIN: Well she didn't say it's unintelligible

26 do you --.

27 THE COURT: Well, it is for me so in order for me to

28 rule on the objection so you're going to restate the

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1 question.

2 MR. STEIN: Very good, Your Honor.

3 Q. What did the phrase under any contract, negligence,

4 strict liability, or other legal or equitable theory mean to

5 you when you approved this agreement?

6 A. The idea was that you would not be liable for simple

7 errors as opposed to willful misconduct.

8 Q. Does it also mean that Mr. Stein would not be held

9 to a higher standard of duty than willful misconduct or gross

10 negligence.

11 MS. IBARRA: Objection vague, unintelligible.

12 THE COURT: Overruled?

13 A. I'm not sure.

14 Q. BY MR. STEIN: Going to Paragraph 22, can you read

15 no third party rights?

16 A. Title, no third party rights. This agreement is not

17 for the benefit of any third party other than Stein, and

18 shall not be deemed to give any right or remedy to any third

19 party whatsoever, whether or not referred to in this

20 agreement.

21 Q. Did this provision as you understood it when you

22 approved it in 2003 mean that Mr. Stein could claim the

23 benefits of this agreement?

24 A. Yes.

25 Q. And was one of the benefits of this agreement

26 Section 19 it limited liability?

27 A. Yes.

28 Q. So Mr. Stein could claim to limit his liability

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1 pursuant to this term of the agreement?

2 A. I believe so, yes.

3 Q. And this term covered not just what was said in the

4 agreement but also any other contract, negligence, strict

5 liability, legal or equitable theory as well?

6 A. Related to the agreement, yes.

7 Q. So related to the agreement. If Mr. Stein was found

8 to be -- have an attorney-client relationship, wouldn't that

9 fly in the face of this limitation of liability.

10 MS. IBARRA: Objection calls an expert opinion.

11 THE COURT: Sustained.

12 Q. BY MR. STEIN: In your understanding of the

13 agreement as independent counsel for GT Tribe was Mr. Stein

14 able to claim the benefit of this clause.

15 MS. IBARRA: Objection facts not in evidence whether

16 she was independent counsel.

17 THE COURT: Sustained.

18 MR. STEIN: She called herself independent counsel

19 Your Honor.

20 THE COURT: Well you have to establish it, remember

21 I said in order to reach that conclusion.

22 MR. STEIN: We'll come back. Let's move to

23 resolution 46.

24 Q. Now have you had a chance to refresh your

25 recollection about resolution 46?

26 A. I started reading it before I came on the witness

27 stand, yes.

28 Q. And it is dated of course September 28th, 2003, it

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1 is approved by the tribal council, do you recognize the

2 signature of Martin Alcala?

3 A. I don't have an opinion, I mean it appears to be

4 mart inns signature but I don't recall what his signature

5 looks like.

6 Q. Was he a member of the tribal council in 2003 to

7 your best recollection?

8 A. Yes.

9 Q. Was Virginia Carmelo a member of the tribal council

10 in 2003 to the best of your recollection?

11 A. Yes.

12 Q. Shirley Machado?

13 A. Yes.

14 Q. Sam Dunlap?

15 A. Yes.

16 Q. Edgar Perez?

17 A. Yes.

18 Q. And now subscribing those signatories that those are

19 in fact their signatures, was Sam Dunlap the tribal secretary

20 at that time?

21 A. Correct.

22 Q. And that resolution approved this amendment and

23 modification agreement?

24 A. Yes.

25 Q. And before looking at the terms of the resolution

26 and the terms of the agreement, is that your signature?

27 A. Yes.

28 Q. And you're approving it as to form and content?

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1 A. Yes.

2 Q. And you were the law offices of Rae Lamothe at that

3 time?

4 A. Yes.

5 Q. And were you tribal general counsel at that time?

6 A. Yes.

7 Q. Why do you say that you were independent counsel at  
8 that time?

9 A. I had my own practice, one of my clients was the  
10 tribe.

11 Q. And was Mr. Stein telling you what to do when you  
12 gave legal advice to your client GT Tribe?

13 A. Not as to legal advice, no.

14 THE COURT: Did you give legal advice to the tribe?

15 A. Me.

16 THE COURT: Uh-huh?

17 A. Yes.

18 THE COURT: Did you give legal advice to them with  
19 respect to this agreement?

20 A. My recollection after reviewing this is yes but.

21 THE COURT: But?

22           A.    It was 12 years ago.  I don't have a vivid  
23   recollection of the events now but I would have reviewed it  
24   with them.

25                    THE COURT:  You would have reviewed?

26           A.    Yes.

27                    THE COURT:  The document with them?

28           A.    Yes.

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1                    THE COURT:  The entire tribal council?

2           A.    Well Cindy did not sign it so I don't know if she  
3   would have been there during the discussion process, she  
4   apparently wasn't there the day they adopted it, she would

5 have received a copy via e-mail and may or may not have  
6 called me with questions.

7 THE COURT: So you had a discussion with them, at  
8 least the signators about the SMDC agreement?

9 A. Yes.

10 THE COURT: And all its contents?

11 A. Yes.

12 THE COURT: And were you alone with your client at  
13 the time, with the clients?

14 A. Yes. Typically they would contact me, they'd phone  
15 me, I didn't necessarily sit down with all of them, they  
16 would get the draft, people would call me, answer questions,  
17 I may or may not have sat down with them as a group, I don't  
18 recall.

19 THE COURT: So your answer was you didn't [TPHAOET]  
20 with them as a group but you're standing up did you have

21 something to say.

22 MR. GOLDING: Your Honor I didn't know with this  
23 line of questioning, I didn't intend to interrupt the court,  
24 before we get into the actual content of Ms. Lamothe's  
25 communication and as their attorney and understand that there  
26 may be an attorney-client privilege issue that could arise  
27 during the course of that I would just ask that Ms. Lamothe  
28 not being aware of the prior proceedings and I as her counsel

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23

1 not be held to the position of having to object on  
2 attorney-client basis since the tribe is represented by its  
3 own attorney here.

4 MS. IBARRA: Oh the privilege has been waived with  
5 respect to these proceedings for especially with respect to  
6 the SMDC agreement because it's at issue.

7 MR. GOLDING: So for further there's no name to name  
8 attorney [TAOEUPBT] objections.

9 MS. IBARRA: Correct.

10 THE COURT: It's only waived as to these proceedings  
11 if they have some connection with her in connection with this  
12 other lawsuit or some other matter the privilege would still  
13 apply but as to these proceedings, this agreement, my  
14 understanding is it's waisted waived.

15 MS. IBARRA: It is waived.

16 THE COURT: If you think there's something please  
17 object if you think there's something that you she testify  
18 to.

19 MR. GOLDING: Certainly Your Honor, there is one

20 proceeding that I'm aware of is an action against the tribe  
21 and Sam Dunlap and Ms. Lamothe was counsel for the tribe and  
22 is it waived for that as well.

23 MS. IBARRA: I believe -- if you're referring to the  
24 Morales litigation.

25 MR. GOLDING: Yes.

26 MS. IBARRA: Then it's [STRAOEUPBD] city.

27 MR. STEIN: Well eye icon [TPHREUBLT] waiver that  
28 Rae insisted on before doing the motion in limine litigation.

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24

1 THE COURT: Is it the individual [PRAOEUBL]

2 [PHAOEUPLGZ].

3 MS. IBARRA: Against the Morales faction which also  
4 called the San Gabriel band.

5 MR. GOLDING: I certainly because not intend to  
6 testify Your Honor so I stand correct.

7 THE COURT: So you're saying your recollection is  
8 you didn't have a group meeting with all the tribal members  
9 to go over the agreement it was just --

10 A. No my recollection is it could have been either, I  
11 don't have a recollection of how far I have discussed it with  
12 them, typically they either called me individually or we  
13 would meet you know before the meetings. I don't have a  
14 specific recollection as to this resolution how we discussed  
15 it.

16 THE COURT: So -- so did you discuss it with them?

17 A. I discussed them all with them so -- but I  
18 couldn't -- I can't recall.

19 THE COURT: You don't remember?

20 A. Sitting there, it being a Saturday afternoon and, no  
21 I don't have recollection other than that was typically how  
22 we had meetings.

23 THE COURT: What was typical?

24 A. Oh the draft resolutions went out, people reviewed  
25 them, if people had questions they called me, sometimes we  
26 would meet.

27 THE COURT: Okay.

28 A. And my office was in Santa Monica and everybody --

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1 not everybody, a number of people were in the general

2 vicinity so I was accessible.

3 THE COURT: Okay well we'll wait to get into the

4 details of the communication so let Mr. Stein continue.

5 Q. BY MR. STEIN: Let me just summarize what you've

6 said so that when we pick it up. So what you're saying is

7 you discussed all resolutions with your client GT Tribe?

8 A. They would get e-mailed out to the council.

9 THE COURT: Who would e-mail them?

10 A. Usually me, sometimes, sometime they went out with a

11 meeting packet from Stein's office, those would be the two

12 ways that they would get communicated I believe.

13 THE COURT: Now where did you get the resolution?

14 A. I prepared them.

15 THE COURT: You prepared all the resolutions?

16 A. Yes. I mean the ones after I arrived.

17 THE COURT: Okay and the content of them was made up

18 by you?

19 A. Yes.

20 THE COURT: Entirely?

21 A. I use the the templates from the ones that predated

22 me as sort of the format and sort of the intra language and

23 then I tweaked them to the subject that needed to be handled.

24 THE COURT: So you provided the content of the

25 resolutions?

26 A. Yes.

27 THE COURT: It was you and you alone, it was nobody

28 else, Mr. Stein didn't do it?

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1           A.    I mean he -- he looked at them, he proofread them,  
2 we discussed to make sure that we were on the same track as  
3 to what substantively they wanted to accomplish.

4           THE COURT:  Okay so you -- okay so --?

5           A.    I mean I was involved in the process, I didn't sit  
6 and do it [AUPBD] the cone of silence but I drafted them.

7           THE COURT:  So who had the major input on the  
8 content?

9           A.    Typically Mr. Stein did because there was a task  
10 that the tribe wanted to document, we want to hire an  
11 historian this is what we need so we're going to authorize  
12 money to hire an historian.  So he'd relay the gist of the  
13 task that needed to be accomplished and the objectives and  
14 then I would put it into a resolution.

15          THE COURT:  And then after you were done he would

16 have to review it?

17 A. He would look at them yes to make sure it matched

18 the substance of what he wanted to accomplish.

19 THE COURT: Okay. And was there ever a time you

20 said I don't want want to put that in there, I don't want to

21 put that in what you're suggesting?

22 A. I don't recall that.

23 THE COURT: That never happened?

24 A. I'm not saying it never happened I'm saying I don't

25 recall a situation like that.

26 THE COURT: All right go ahead.

27 MR. STEIN:

28 Q. And so you said she discussed all resolutions with

1 the tribal council, there were calls and e-mails from you.

2 MS. IBARRA: Objection misstates her testimony.

3 Q. BY MR. STEIN: Is that correct.

4 THE COURT: Wait a minute what was the can you

5 re-read the question I missed it.

6 (Record read.).

7 THE COURT: Well she said --.

8 Q. BY MR. STEIN: Is that correct.

9 THE COURT: Is that correct, I guess overruled.

10 MS. IBARRA: Okay?

11 A. I don't think that's exactly what I said or if I

12 said exactly that way that's not what I meant. The

13 resolution, the drafts went out to the council members, if

14 they had questions they called me, sometimes we would meet as

15 a group, sometimes they would just call me with questions,  
16 sometimes they would e-mail me. So I can't say I discussed  
17 every resolution with them because there could be resolutions  
18 that no one had any questions about.

19 Q. BY MR. STEIN: And with some resolutions there were  
20 personal meetings?

21 A. Yes.

22 Q. And then with some resolutions you met with them as  
23 a group?

24 A. Yes.

25 Q. And you said you were generally accessible for  
26 meeting as a group, individual meetings, calls and e-mails?

27 A. Yes.

28 Q. And let us know look at resolution 46. Speaking

1    whereas January 27 let's begin with that, could you read that  
2    please?

3           A.   Whereas, on January 27, 2002, the tribal council  
4    approved resolution number 37 approval of amendments to the  
5    [SR\*EPLT] agreement between the [TWA0EUB] and St. Monica  
6    development company, LLC, which amended, approved and  
7    ratified the agreement, and affirmed the agreement, as  
8    [PH\*EPLD]-d, as valid, binding and duly adopted obligations  
9    of the tribal council and the tribe.

10           Q.   Was this a true statement in September of 2003 when  
11    Ah proved the amendment and modification?

12           A.   I assume so, yes.

13           Q.   And in -- start [TPH-G] 2002, with that resolution,

14 it not only amended the agreement, but it also approved and  
15 ratified the SMDC agreement over again?

16 A. Yes.

17 Q. So was the idea is to whatever mistakes were made  
18 the first time around to do it over again to fix those  
19 mistakes?

20 A. Either fix miss [TA\*EUPBGZ] takes or if there was a  
21 change in circumstance, there was something that needed to be  
22 amended.

23 THE COURT: Well what needed to be fixed? In other  
24 words why would you need to restate an approval of an  
25 agreement that all the tribal members had signed already,  
26 what was the purpose of this resolution?

27 A. I would have to go back and look at 37 and compare  
28 it to this to see if there was some change. I don't recall.

1           Q.    And Ms. Lamothe is it your understanding that a very  
2           typical thing to do with an agreement over time is each time  
3           you address it, you reaffirm and ratify the agreement to fix  
4           whatever mistakes that have been made, there may have been no  
5           mistakes but the idea is if you do it over again as of a more  
6           recent date, you fix whatever might be the problem from the  
7           earlier date?

8           A.    Yes, I mean it was -- the tribe was not did I say a--  
9           vowing a prior agreement, they were saying that was agreeable  
10          and there are changes.

11          Q.    And as of that date, we agree this is still a good

12 agreement as of this more recent date?

13 A. Could you say that again.

14 Q. And the tribe says and as of this more recent date

15 we're saying again, the agreement was good on that date.

16 MS. IBARRA: I'm going to object that it calls for

17 an expert opinion as to whether it was a good agreement.

18 THE COURT: Good is kind of vague, you're speaking

19 about a contract, is it enforceable, is it good as to whom.

20 So sustained, vague.

21 MR. STEIN: Sure, let's move on to the next --.

22 Q. Can you read the next whereas clause?

23 A. Whereas the tribe is satisfied with the agreement

24 and by this resolution seeks to approve and ratify it once

25 again, and to recognize over 28 months of satisfactory

26 performance of economic development tasks by developer.

27 Q. Was one of the purposes of this resolution to

28 recognize that 28 months of satisfactory performance had been

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1 given?

2 A. Yes.

3 Q. And moving down to that whereas clause with the

4 25,000 per month?

5 A. Whereas, could you read that?

6 A. [-R] [W-Z] [AUD] [UPBT] the agreement developer is

7 due to paid \$25,000 per month, from the February 1

8 [Thou|Thousand] One through the present, for a total of

9 approximately \$725,000 to date [TPR-RBGS] the investment

10 money and this would take up a large portion of the

11 investment money that each investment group has discussed  
12 investing with the tribe.

13 Q. Is one of the purposes of this agreement is to put  
14 the tribe on record that \$725,000 was due [UB] the SMDC  
15 agreement on September 28, 2003. Well it's just to  
16 acknowledge that that was the accrual.

17 Q. Can you read tribal council tribal general counsel?

18 A. Whereas tribal general counsel having reviewed the  
19 agreement between developer, development company LLC as  
20 amended and having reviewed this 2003 amendment as opined to  
21 the tribal council that one, the agreement, as previously  
22 amend-d is a valid, binding and enforceable obligation of the  
23 tribal council and the tribe as written, two, after approval  
24 and adoption by the tribal council, this 2003 amendment will  
25 be a valid, binding and enforceable amendment to the  
26 agreement, and three after adoption of the 2003 amendment,

27 the agreement as amended by this 2003 amendment will also be  
28 valid binding and enforceable in accordance with its terms.

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1 Q. And in fact did you do those things?

2 A. Yes.

3 Q. Did you opine to your client, GT Tribe that these  
4 three things were true?

5 A. Yes.

6 Q. And did you do that as a lawyer acting on behalf of  
7 the organization GT Tribe?

8 A. Yes.

9 Q. And you used your legal skill to come to that

10 conclusion?

11 A. Yes.

12 Q. And you used your -- and you gave legal advice to GT

13 Tribe to come to those three conclusions?

14 A. Yes.

15 THE COURT: What was the advice?

16 A. That the prior agreements were valid and these

17 amendments were valid.

18 THE COURT: And that they should sign these things?

19 A. Yes.

20 THE COURT: That's all?

21 A. What else would we have discussed? .

22 Q. BY MR. STEIN: So did you give at least three.

23 THE COURT: I'm waiting for an answer?

24 A. We went through the -- we would have gone through

25 the calculation of the accrual and I don't -- I'd have to

26 look and see what the actual amendment is.

27 THE COURT: I guess my question was there was a

28 budget attached to the SMDC agreement?

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1 A. The original one, I don't believe there was.

2 Q. Libra agreement had a budget.

3 THE COURT: Ah the Libra, okay. So was there any

4 attempt to compare the amount that Mr. Stein was asking for

5 or what was being asked for in this resolution to what was

6 allocated under the Libra agreement.

7 MR. STEIN: This is before the Libra agreement Your

8 Honor by three years.

9 THE COURT: Ah okay. I withdraw my question then.

10 Q. BY MR. STEIN: So did you give these three pieces of  
11 legal advice to your client GT Tribe?

12 A. Yes.

13 Q. And did you feel you did that independent of Mr.  
14 Stein's influence or control over you?

15 A. Yes.

16 Q. And how -- did you have about how many clients in  
17 2003, more than five, more than 25?

18 A. I would estimate -- how many clients or how many  
19 cases pending.

20 Q. Cases or clients?

21 A. At any given time I would have had about 15 cases  
22 pending in various stages of litigation. And then you know  
23 cases settle, client -- so whatever the total number of  
24 clients is, maybe 50 active clients, 15 things pending at any

25 given time.

26 Q. Did you treat GT Tribe like you might any of the

27 other clients?

28 A. Yes.

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1 Q. And you said had you did so independent of Mr.

2 Stein's control?

3 A. Yes.

4 Q. And you did so independent of Mr. Stein's influence?

5 A. Could you explain what you mean by influence, do you

6 mean influence as to my legal opinion or [TPHRAOUPBLGS] as to

7 task.

8 Q. Influence as to your legal opinion?

9 A. Independent as to influence to my legal opinion,

10 yes.

11 Q. And did you have a duty of loyalty to your

12 understanding of that term, to GT Tribe?

13 A. Yes.

14 Q. Did you have a duty of loyalty to SMDC?

15 A. No.

16 Q. Did you in fact take your duty of loyalty to GT

17 Tribe seriously?

18 A. Yes.

19 Q. And did you put GT Tribe in the same position of

20 loyalty to a client as you did when you had -- when you

21 exercised loyalty to other clients?

22 A. Yes.

23 Q. So let's look testify three pieces of advice. The  
24 agreement, as previous low amended, that would be the SMDC  
25 agreement before this amendment is passed was valid, binding  
26 and enforceable obligation of the tribe, was that true on  
27 September 28th, 2003?

28 A. Yes.

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1 Q. After the approval and adoption by the tribal  
2 council the amendment would also be valid binding and  
3 enforceable as an amendment to the agreement?

4 A. Yes.

5 Q. And wasn't one of the requirement to be an

6 enforceable amendment that it had to be in writing?

7 A. Yes.

8 Q. Exam Number 3, after adoption of the amendment the

9 agreement as amended by the 2003 agreement was in its

10 entirely as amended valid binding and enforceable?

11 A. Yes.

12 Q. And you did this so that SMDC would continue working

13 with GT Tribe under the SMDC agreement?

14 A. Yes.

15 Q. And was GT -- was SMDC?

16 A. And to defer the compensation.

17 Q. And to defer the compensation after 2003?

18 A. Correct.

19 Q. And did you do this so that SMDC would continue

20 funding the casino project until investor funds were gained?

21 A. That was a consideration, yes.

22 Q. And that occurred for three solid years after this

23 approval?

24 A. I believe so, yes.

25 Q. So this was said to keep SMDC working with GT Tribe?

26 A. I don't know that there was a discussion that SMDC

27 was going to stop working with the tribe, it was to modify

28 the arrangement, mainly to acknowledge -- until I saw this

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1 didn't remember that there had been a million dollars

2 investment, it was to account for that and defer your

3 compensation down the road.

4 Q. So can we go through the resolutions of the tribal

5 council, your client. Can you read the first one?

6 A. Therefore, it be resolved that the development  
7 agreement adopted by this council in resolution Number 10 and  
8 affirmed and ratified in resolutions 17 and 37, hereby be  
9 approved and ratified as of today, and that the council  
10 acknowledges over 28 months of satisfactory performance of  
11 economic development tasks by developer.

12 THE COURT: Can I ask you, did you draft this one?

13 A. Yes.

14 THE COURT: And it was solely your input?

15 A. There was input from Jonathan Stein but --.

16 THE COURT: And who was the main source of the  
17 information that's in this?

18 A. The old resolution resolution would have come from  
19 Jonathan.

20 THE COURT: What do you mean the old resolution?

21           A.   Well resolution 10 because I believe that predated  
22   me because I don't remember what number we were at when I  
23   arrived.

24           THE COURT:  Regardless of what the number did did  
25   you have the major input on this or somebody else?

26           A.   I did.

27           THE COURT:  All the ideas came from you?

28           A.   No the ideas of monies coming in and Jonathan

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1   offered to defer his \$725,000, kick that down the road with  
2   this agreement.  If they'd execute an amendment they would  
3   defer his seven 25.

4 THE COURT: Right but there's a whole lot of other  
5 things in here?

6 A. Right.

7 THE COURT: I'm asking where did they come from, if  
8 they're all from you they're all from you if you tonight know  
9 then had you don't know where did these -- there's a bunch of  
10 whereas clauses they don't just all deal with that?

11 A. Right.

12 THE COURT: So my question is where did this  
13 information come from, did it come from you or did it come  
14 from someone else?

15 A. The substance likely would have come from Jonathan  
16 Stein, the putting it together into the resolution would have  
17 been my work.

18 Q. BY MR. STEIN: So would you say that you did the  
19 legal work on this agreement but Mr. Stein gave you

20 substantive points that SMDC wanted?

21 A. Yes.

22 Q. Let's move to the second resolution, can you read

23 that please?

24 A. Where are you.

25 Q. (Indicating.)?

26 A. Okay. Be it resolved further, that the amendment

27 and modification agreement, date [-DZ] as of August 10, 2003,

28 and attached hereto as Exhibit A, the 2003 amendment, be and

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1 hereby is adopted and proved and agreed as an action of and

2 on behalf of this tribal council and the tribe.

3 Q. And you wrote it this way because you weren't  
4 sure -- because the tribe was state recognized but the tribal  
5 council you felt was certainly an organization that you could  
6 represent?

7 A. I could represent both but the tribal council was a  
8 more concrete organization that fit into one of the boxes  
9 with the Corporations Code.

10 Q. And that's why you wrote it on behalf of this tribal  
11 council and the tribe?

12 A. Yes.

13 THE COURT: Mr. Stein you need to stop asking  
14 leading questions.

15 MR. STEIN: Very good.

16 Q. BY MR. STEIN: Your Honor she is a '76 witness, she  
17 is not under my control.

18 THE COURT: Did you call her.

19 MS. IBARRA: No it was a subpoena by Mr. Stein is

20 my --.

21 THE COURT: Well then she's not 776.

22 MR. STEIN: Well she's certainly not under my

23 control, we haven't --.

24 MS. IBARRA: It's not my subpoena.

25 MR. STEIN: She's represented by her own counsel

26 here Your Honor.

27 THE COURT: Right.

28 MR. STEIN: So I believe I have the right to ask

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1 leading questions.

2 THE COURT: Nope.

3 MR. STEIN: Yes Your Honor.

4 THE COURT: You need to stop.

5 Q. BY MR. STEIN: And then what did this resolution  
6 mean when you drafted it?

7 A. I don't [A0EP] know how to answer that because --  
8 that part of the resolution or the whole resolution.

9 Q. Did it indicate --.

10 THE COURT: No that's leading.

11 Q. BY MR. STEIN: Was this resolution meant to approve.

12 THE COURT: No that's leading as well.

13 Q. BY MR. STEIN: What was this resolution meant to  
14 approve?

15 A. The amendment to the SMDC contract.

16 Q. Was it also meant to approve.

17 THE COURT: No that's leading.

18 Q. BY MR. STEIN: Can you read this resolution please?

19 A. Can you point it out I'm sorry I was looking down.

20 Q. I'm sorry (Indicating.)?

21 A. Be it resolved further, that the development

22 agreement, as amended and modified by the 2003 amendment be

23 and hereby is declared to be an effective, valid and binding

24 obligation of the trial brief and tribal council, and tribal

25 secretary Sam Dunlap is hereby authorized to execute the

26 modification in the form set forth in Exhibit A attached

27 hereto on behalf of this tribal council and the tribe.

28 Q. And what was the purpose of this resolution?

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1           A.    So that Sam Dunlap could be the signatory -- Sam  
2 Dunlap could be the signatory on the contract amendment.

3           Q.    And what was the purpose of the language effective  
4 valid and binding obligation?

5           A.    Legalese to say it was a valid contract.

6           Q.    And was it valid as of September 28, 2003.

7           MS. IBARRA:  Calls for a legal conclusion.

8           Q.    BY MR. STEIN:  In your opinion.

9           THE COURT:  Overruled?

10          A.    Yes.

11          MR. STEIN:

12          Q.    And was the purpose of this resolution to put in  
13 writing exactly that.

14          THE COURT:  No that's leading.  The question is  
15 stricken.

16 MR. STEIN:

17 Q. Did you seek to ensure.

18 THE COURT: No that's leading as well.

19 MR. STEIN: Did you seek zero to ensure.

20 THE COURT: That's leading.

21 Q. BY MR. STEIN: What did you seek to assure SMDC of  
22 with this resolution?

23 A. That the tribe would adopt or dine the amendment to  
24 the SMDC agreement.

25 Q. And on the date of this resolution did you know of  
26 any fact that would cause this agreement not to be effective  
27 valid and binding obligation of the tribe?

28 A. No.

1           Q.   Did you know of any fact that might indicate that  
2   there was an attorney–client relationship between Stein and  
3   the tribe?

4           A.   I did not know of any.

5           Q.   On the date of this resolution?

6           A.   Correct.

7           Q.   So based on your testimony would it be true to say  
8   that on September 28th, 2003 Rae knew of no facts that might  
9   indicate Stein had an attorney–client relationship with GT  
10   Tribe?

11          A.   Correct.

12          Q.   And cuff put -- can you read that resolution please?

13          A.   Be it further resolved that it is the intention of

14   this tribal council to bind the tribe, and any other

15 successor or related entity that may achieve federal  
16 recognition as an Indian tribe and/or enter in a tribal state  
17 gaming compact to the development agreement as amended and  
18 modified by the modification, as executed and so amended and  
19 modified.

20 Q. What did you mean when you put this resolution in  
21 this document?

22 A. Since the development agreement was a multi year  
23 agreement, it was intended to cover -- when this was signed,  
24 it was the state recognized tribe, if the tribe became  
25 federally recognized and got a different name, if there was  
26 some other change in form of entity, it was meant to bind  
27 whatever the entity is to the development agreement.

28 Q. And can you read the certification?

1           A.    The foregoing resolution number 46 was considered by  
2    the tribal council of the Gabrielino slash Tongva Tribe at a  
3    duly called meeting and approved, adopted and enacted by the  
4    tribal council with a quorum present at such meeting on  
5    September 28, 2003 at Santa Monica, California. Sam Dunlap  
6    is certified to be the duly appoint [SKP-D] presently acting  
7    tribal secretary.

8           Q.    And when when you drafted this part of the document,  
9    what did you intend by that certification?

10          A.    That the signatories would adopt the resolution.

11          Q.    And that it [PWO] --.

12          THE COURT:  Leading.

13 MR. STEIN: Bind the tribal council.

14 THE COURT: That's leading question is stricken.

15 Q. BY MR. STEIN: Would it bind the tribal council by  
16 so certifying in your opinion?

17 A. Yes.

18 Q. And you say that because they were your client and  
19 you were their attorney.

20 THE COURT: The answer is -- no that question is  
21 stricken that's leading counsel.

22 Q. BY MR. STEIN: Do you see that because they were  
23 your client at the time.

24 THE COURT: No stricken, same problem, you're  
25 leading the witness, you have can't do that, you can't  
26 suggest the answers to her, that's what you're doing. You  
27 can't do it. Let me ask you this ma'am, did you ever  
28 [AOUFTZ] the computer in the tribal offices?

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1           A.    I may have or I may have brought my laptop I don't  
2 recall.

3           THE COURT: Well do you know where the tribal  
4 offices are?

5           A.    Yes.

6           THE COURT: Where are they?

7           A.    It was in Jonathan Stein's office.

8           THE COURT: They had a separate office there,  
9 separate room or something?

10          A.    Pretty -- yes. I mean it wasn't -- it's a- I  
11 [suite|sweet], you go in -- he's not there anymore, there was

12 a reception area and then four offices and a couple of them  
13 had the tribal stuff in them, the binders, the resolutions,  
14 whatever.

15 THE COURT: Was there a computer in one of the  
16 rooms?

17 A. I believe there was a computer in almost every  
18 office.

19 THE COURT: So [WAUPTZ] there a tribal computer for  
20 tribal records and --?

21 A. Not that I recall. I don't recall there being -- I  
22 should -- not that I recall.

23 THE COURT: Okay. I'm assuming if you don't  
24 remember, never went on to the computer?

25 A. I would -- I would do the work at my office and  
26 either take it on a disc or on my laptop and then if anything  
27 needed to be modified at the meeting when I was there, my

28 recollection is I would e-mail e-mail it so time or put it on

ROUGH DRAFT - UNCERTIFIED

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1 a disc h use the computer there because that's what was

2 hooked up to the computer.

3 THE COURT: Basically you're saying I don't know if

4 they a computer there because I never used any there?

5 A. Well I used it for printing out the work that I do

6 not.

7 THE COURT: Which computer?

8 A. The one that was at Jonathan's office in the triable

9 area, I don't know if it was just for the tribe I don't

10 recall --.

11 THE COURT: You have no idea --?

12 A. There was a computer in the office that the tribal  
13 records were in I know that and it was hooked up to the  
14 printer.

15 THE COURT: Okay. And so you have only used the  
16 printer is that what you're saying?

17 A. No I -- I would take work that I had done at my  
18 office and bring a copy with me and then if we need today  
19 change anything, I would either put it in on a whatever we  
20 did back then a disc or e-mail or get it on to the computer  
21 at Jonathan's office and then print it from there.

22 THE COURT: So did you ever get access to the  
23 content of any of the computers in Mr. Stein's offices or any  
24 of those sub offices?

25 A. Yes I would have seen what was on the computer that  
26 was there.

27 THE COURT: And what was on it?

28 A. I know there were triable documents, I don't recall

ROUGH DRAFT - UNCERTIFIED

ROUGH DRAFT - UNCERTIFIED

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1 what else was there.

2 Q. Can't describe any of the documents?

3 A. I mean the triable documents or?

4 Q. .

5 THE COURT: On whatever computer you were looking

6 at?

7 A. There [WORB] the packets which is what the members

8 submitted for membership so there would be -- each person

9 would have a market, I believe those were probably on the

10 computer there, the resolutions. I don't recall what else  
11 was there, and I don't recall if there were other things  
12 related to Jonathan's office or not on that computer.

13 THE COURT: How did you guest into the computer?

14 A. I just sat down at it, I don't believe it was  
15 password protected, I don't recall that.

16 THE COURT: Okay.

17 MR. STEIN: Rae, let me continue the Court's  
18 questioning.

19 Q. So there was a computer in the office used by GT  
20 Tribe.

21 THE COURT: Are we leading the witness again.

22 MS. IBARRA: Yes.

23 THE COURT: The answer is --.

24 MR. STEIN: Was there a computer.

25 THE COURT: The question is stricken.

26 Q. BY MR. STEIN: Was there a computer in the tribes  
27 office?

28 A. Yes.

ROUGH DRAFT - UNCERTIFIED

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1 Q. Were there --

2 THE COURT: We haven't established which room was  
3 the tribe's office, she doesn't know if which room was  
4 described the tribe's office if there was one.

5 MR. STEIN: She described it, Your Honor.

6 THE COURT: She said there was a room, there were  
7 four rooms. Do you know which one was the tribe's office?

8           A.    If you walk in there was a reception desk on the far  
9 left was Jonathan's office.

10           THE COURT:  Mr. Stein, stop?

11           A.    Next to Mr. Stein's office was an office slash  
12 conference room I believe, next to that was an office that  
13 the most -- that the tribe used for storage, then there was a  
14 photocopy room, and then a back, window less small office  
15 that was also -- was used for storage, generally had tribal  
16 documents and other things I believe.

17           Q.    BY MR. STEIN:  So which of those offices was the  
18 tribes office?

19           A.    The tribe had items in the third office exam then  
20 the storage room.

21           Q.    Did the tribes office have a computer in it?

22           A.    Yes.

23           Q.    Was that the computer that you would use to printout

24 tribal documents?

25 A. Yes.

26 Q. Were there other tribal documents on that computer?

27 A. I believe so.

28 Q. Would they include the tribes resolutions?

ROUGH DRAFT - UNCERTIFIED

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1 A. Yes.

2 Q. Did they include the tribes contracts?

3 A. Most likely.

4 Q. And in that office, were the signed, wet Inc. copies

5 of the tribes resolutions kept as well?

6 A. They would have either been in that office or the

7 storage room.

8 Q. And did you download work from your laptop or your

9 office onto that computer to create the tribes record of the

10 work that you had done outside?

11 A. Yes.

12 Q. Did that work okay.

13 THE COURT: Maybe, we shall see.

14 Q. BY MR. STEIN: Moving to the agreement itself, was

15 this the agreement that the resolution approved?

16 A. It would appear to be so, yes.

17 Q. And was this the stationery used by the

18 Gabrielino-Tongva tribal council at the time?

19 A. I believe so, yes.

20 Q. And I notice that it mentioned Gabrielino-Tongva

21 tribal council, is there a reason that it says that?

22 A. My recollection is that that was of the entity that

23 was -- I don't recall if it was a corporation or LLC but that  
24 was the entity that was set up to conduct business.

25 Q. Can we review this whereas clause in the amendment?

26 A. Whereas tribal general counsel having reviewed the  
27 agreement between developer, development company LLC as  
28 amended and having reviewed this 2003 amendment, has opined

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1 to the tribal council that one, the agreement, as previously  
2 amended is a valid, binding and enforceable obligation of the  
3 tribal council and the tribe as written, and two after  
4 approval a- adoption by the tribal council, this 2003  
5 amendment will be a valid binding and enforceable mend

6 amendment to the agreement and three after adoption of 2003  
7 amendment, the agreement as amended by this 2003 amendment  
8 will also be valid binding and enforceable in accordance with  
9 its terms.

10 Q. When Ah proved the agreement did you also approve  
11 this as true?

12 A. Yes.

13 Q. And that would be on September 28, 2003?

14 A. Could you read the -- how could you say the question  
15 again.

16 Q. And that would be on September 28, 2003 when you  
17 signed it?

18 A. Can you go back and can you -- before the date was  
19 inserted.

20 Q. This is the effective date is slightly earlier,  
21 dated--d as of?

22 A. No I was trying to -- can you read the question

23 before we started going back and forth.

24 THE COURT: You want the question re-read to you?

25 A. Yes because I'm. Madam Court Reporter you may read

26 it.

27 (Record read.)?

28 A. Yes.

ROUGH DRAFT - UNCERTIFIED

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1 THE COURT: I think the question was something to do

2 with the date but she didn't answer it.

3 MR. STEIN: Okay and may I simply move on.

4 THE COURT: Yeah sure.

5 Q. BY MR. STEIN: Can you read this part of the  
6 agreement?

7 A. No therefore, pursuant to section 14 of the  
8 agreement, and in consideration of these promises and the  
9 promises, covenants and agreements and acknowledgments  
10 contained in this agreement, the tribal council object its  
11 own behalf and on behalf of the tribe, and developer agree to  
12 the following modifications of the following sections of the  
13 agreement.

14 Q. Did you write this amendment?

15 A. Yes.

16 Q. And did you do that for your client GT Tribe.

17 THE COURT: Why did you --?

18 A. Could you reread -- restate the question.

19 Q. BY MR. STEIN: Did you do that for your client GT  
20 Tribe?

21 A. Yes.

22 Q. The reference to section 14 of the SMDC agreement is  
23 a reference to the entire agreement clause before. Why is  
24 that reference in there?

25 A. I'd have to go back and look at section 14 and see  
26 what --.

27 Q. May I ask you to do that there rather than scroll  
28 threw and get everybody nauseous?

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1 A. Right do we have -- do you know where it is.

2 Q. It should be about 20 pages in from the front,

3 section 14?

4 A. That's what I'm?

5 A. It's section 14 being the entire agreement section?

6 Q. Yes.

7 A. Okay.

8 Q. Why was that section referenced here?

9 A. That this was the entire agreement.

10 Q. That this was part of the --?

11 A. Right the amendment.

12 THE COURT: The question is statement is stricken of

13 counsel as well as the answer.

14 Q. BY MR. STEIN: Why was there reference to section 14

15 in that provision?

16 A. Previously the agreements had said that they formed

17 the entire agreement and then the agreement with that

18 requirement in it was being amended.

19 Q. And was this amendment in compliance with section 14

20 of the agreement?

21 A. Yes.

22 Q. Was it in compliance because it was in writing?

23 A. Yes.

24 THE COURT: Mr. Stein that was a leading question as

25 well, the question is stricken, the answer is stricken.

26 MR. STEIN: Why was --.

27 THE COURT: It may not be reasked because it's

28 suggesting the answer.

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1 MR. STEIN:

2 Q. Can you read Section 6?

3 A. Section 6, legal advice, the language of section 23

4 of the agreement shall be modified by adding the following

5 sentence to the end of the section. The tribal council

6 further acknowledges that the tribal general counsel Rae

7 Lamothe Esquire has reviewed the agreement as amended and

8 found that it is the valid binding and enforceable obligation

9 of the tribal council on its own behalf and on behalf of the

10 tribe. In addition, tribal general counsel has drafted this

11 2003 amendment, and found that it is the valid, binding and

12 enforceable obligation of the tribal council on its own

13 behalf and behalf of the tribe. And in addition, the

14 agreement as [PHEFRPB]-d by the 2003 amendment, and found

15 that it is the valid binding and enforceable obligation of

16 the tribal council on its own behalf and behalf of the tribe.

17 Q. Exam why did you add that amendment?

18 A. I would have to go back and look at the original

19 language and see what this add today it.

20 Q. Will you please do so, let's go back together, since

21 it's easy to do here?

22 A. Do you have a Bates number.

23 Q. Yes, I will give that to you?

24 A. Oh okay I found it.

25 Q. And the Bates number is 23 one?

26 A. Right, only. The original language was the parties

27 angry knowledge that they've been advise the and encouraged

28 to seek legal advice from independent counsel, and given the

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1 opportunity to do so prior to signing this agreement.

2 Q. Okay.

3 A. At the point that that -- the original agreement was

4 signed, it would appear that the tribe did not have counsel.

5 Subsequently when the amendment was executed they did have

6 counsel.

7 THE COURT: That would be you, right?

8 A. Yes.

9 THE COURT: And who hired you?

10 A. The tribe. [KWRO\*T] referred me to the tribe.

11 THE COURT: I see he brought you to the tribe?

12 A. Right but they hired you.

13 THE COURT: And was the signatures that the tribe

14 hired you, he brought you in so the tribe could higher you?

15 A. Yes that they needed an attorney.

16 Q. BY MR. STEIN: And did they higher you?

17 A. Yes.

18 Q. And did they make that decision on their own behalf?

19 A. I -- you'd have to ask them, why --.

20 Q. Do you feel that Mr. Stein force the them to use you

21 as their independent counsel?

22 A. You'd have to ask them, I don't know. I didn't see

23 it but I --

24 Q. Do you know of any facts that indicated to you at

25 any time that Mr. Stein forced them to hire you?

26 A. I don't know of any facts facts.

27 Q. And have you been referred to other clients in your

28 practice.

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1 MS. IBARRA: Objection vague, by whom or ever.

2 THE COURT: Yeah.

3 Q. BY MR. STEIN: Didn't have you ever had a referral  
4 from another lawyer to a client?

5 A. Yes.

6 THE COURT: How many times has Mr. Stein referred to  
7 you clients?

8 A. One that I can recall, other than the tribe one that  
9 I can recall.

10 Q. BY MR. STEIN: And that is over what period of years  
11 Rae?

12 A. We were -- I was with the tribe -- I lost contact  
13 with you after I left the tribe, five years approximately.

14 THE COURT: And how did you meet Mr. Stein?

15 A. I believe I met him at the installation dinner for

16 the Santa Monica bar association.

17 THE COURT: And when was that?

18 A. I believe I was president 2000, 2001 or '01, '02.

19 It was at a bar -- I believe it was at a bar association

20 event.

21 Q. BY MR. STEIN: Did you know Mr. Stein well when Mr.

22 Stein referred GT Tribe to you to become your client?

23 A. No.

24 Q. Did you have a long history with Mr. Stein when he

25 referred you to GT Tribe for them to become your client?

26 A. No.

27 Q. And you know of no fact that indicates that they

28 were forced to use you as their attorney?

1       A.   No.

2       Q.   Let's turn to Section 6 of the amendment.  What do  
3   you mean when you said tribal general counsel has reviewed  
4   the agreement as amended and found that it is the valid  
5   binding and enforceable obligation?

6       A.   Exactly what it says, that I reviewed the agreement  
7   and believed it to be a valid agreement.

8       Q.   Thank you.  And did you give that legal advice to  
9   your client GT Tribe?

10      A.   Yes.

11      Q.   And did this section seek to memorialize that?

12      A.   Yes.

13      Q.   Let's move on to Section 7.  Can you please read

14 that?

15 A. Section 7, approval and ratification of agreement.

16 The tribal council on behalf of the tribe, has reviewed the

17 agreement as amended and hereby approve and ratify the

18 agreement as amended. The tribal council on behalf of the

19 tribe, agrees that the developer has performed all of the

20 terms and conditions of the agreement through the date of the

21 2003 amendment.

22 Q. And what did you mean by adding Section 7 to your

23 agreement?

24 A. This was added to confirm that the tribe was

25 satisfied with the work that had been done to date.

26 THE COURT: And you had a conversation with them

27 about being satisfied?

28 A. Yes, I mean.

1           THE COURT: Okay and they said because they were  
2 satisfied?

3           A. Right.

4           THE COURT: To you?

5           A. I mean they always wanted to know why we don't have  
6 a casino yet but they acknowledged that the work was being  
7 done.

8           THE COURT: Okay so they told you that they were  
9 satisfied?

10          A. Yeah. In the context of the investment coming in  
11 and et cetera.

12          THE COURT: No I'm talking about in the context of

13 this provision here?

14 A. Right but it was all in the same -- in the same  
15 context of the same series of events.

16 THE COURT: All right.

17 Q. BY MR. STEIN: And then can you state -- read this  
18 clause please?

19 A. Wherefore, to consent acknowledge and agree to the  
20 terms and conditions above, each party [HAEZ] set forth its  
21 authorized signature as its expression of its intent to end  
22 near a valid, binding and enforceable agreement.

23 Q. Exam what did you mean by putting that provision in?

24 A. That by signing it the parties wish to entered into  
25 a valid agreement.

26 Q. And did you -- when you did that, did you know of  
27 any fact that might make this not a valid, binding and  
28 enforceable agreement?

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1           A.    No.

2           Q.    Did you know of any fact that indicated that Mr.

3 Stein had an attorney–client relationship with GT Tribe on

4 the date this was signed.

5           MS. IBARRA:  Objection leading.

6           THE COURT:  Overruled he's asked that question

7 whether she knew of any fact that would indicate that he was

8 their attorney so I'm going to overrule that?

9           A.    Right and my answer is the same, no, I did not know

10 of any fact.

11          Q.    BY MR. STEIN:  And were you familiar with many of

12 the things that GT Tribe was doing with SMDC in 2003?

13 A. Generally yes.

14 Q. Were you familiar with the work on federal

15 recognition that the tribe was doing in 2003?

16 A. The date doesn't mean anything to me as far as

17 various things were happening. I don't recall '03 versus

18 other time frames.

19 Q. Let me mention before moving on to another section

20 of the examination.

21 THE COURT: Before you do that let's take a break

22 then.

23 MR. STEIN: Very good. Actually may I just take

24 another minute.

25 THE CLERK: No.

26 THE COURT: We're going to take a break.

27 MR. STEIN: Very good.

28 THE COURT: 15 minute.

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1 (Break taken.) 03:05 PM to 03:21 PM.

2 THE COURT: Gabrielino–Tongva Tribe versus Stein.

3 BC361307. Okay. Mr. Stein how much longer do you have.

4 MR. STEIN: I would like to finish today at 4:00

5 o'clock.

6 THE COURT: Okay you know she's going to need to

7 come back.

8 MR. STEIN: For cross-examination and redirect, yes.

9 THE COURT: Okay.

10 MR. STEIN: And that was arranged in your absence.

11 THE COURT: Good all right.

12 MR. STEIN: With the great help of the clerk.

13 THE CLERK: She has an ex-parte on department 40 and  
14 asked for priority, that's all I did, so I don't know about.

15 THE COURT: What does that mean.

16 THE CLERK: I don't know. I don't know what he's  
17 talking about.

18 THE COURT: Okay she doesn't know what you're  
19 talking about, what is that.

20 MR. STEIN: Just that she will be able Attorney  
21 General to be back at 10:00 o'clock and I'm thankful to the  
22 clerk for helping arrange that?

23 A. She asked for priority in department 40 on my ex  
24 parte.

25 THE COURT: Oh okay I see. You may continue.

26 MR. STEIN: Rae when we left off we were about to

27 talk when you left the tribe and when was that again?

28 A. Late spring of '06.

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1 Q. And did you receive an amount at that time?

2 A. Yes.

3 Q. And what was that amount?

4 A. I believe it was \$60,000.

5 Q. Did you put in any invoices to get that amount?

6 A. I don't recall. I don't think so but specifically

7 recall.

8 Q. So to the best of your recollection there was no

9 invoice for \$60,000?

10 A. Not that I recall.

11 THE COURT: Did you regularly bill the tribe for  
12 your work?

13 A. No. No I tracked my time and.

14 THE COURT: Over five years.

15 A. And then it was I was to be paid a deferred monthly  
16 payment and then a contingency payment.

17 THE COURT: So is that similar to what Mr. Stein had  
18 in terms of every month?

19 A. Yes.

20 THE COURT: Did you have have a written retainer  
21 agreement?

22 A. Yes.

23 THE COURT: With the tribe? And they provided you  
24 with a written retainer agreement that you were to be payment

25 monthly and that was going to be deferred?

26 A. Correct.

27 THE COURT: So it the similar?

28 A. Correct.

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1 Q. BY MR. STEIN: And you said that -- tell me if this

2 is correct, your earlier testimony was that you did not keep

3 up to -- with Mr. Stein after late spring of 2006?

4 A. Correct.

5 Q. And did you get any case referrals from Mr. Stein

6 after that date?

7 A. I don't believe I did.

8 Q. Did you see Mr. Stein socially?

9 A. No.

10 Q. I would like to -- Your Honor I would like to show  
11 the witness two exhibits [S0\*] to see the stationery, not  
12 because she would be familiar with those exhibits but I  
13 thought that it would be best to use things the court had  
14 seen before, would that be okay.

15 THE COURT: You want her to see tribe stationery.

16 MR. STEIN: Yes.

17 THE COURT: Okay.

18 MR. STEIN: Exhibit 32 was one type of stationery,  
19 Exhibit 67 was another.

20 THE COURT: All right.

21 MR. STEIN: And again she would not be familiar with  
22 the substance.

23 MS. IBARRA: Yeah we've seen those.

24 THE COURT: Okay.

25 Q. BY MR. STEIN: Exhibit 32 -- by the way, do you

26 remember meeting did this -- who put this up here?

27 THE CLERK: I did.

28 (Discussion held off the record.)

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1 Q. BY MR. STEIN: By the way were you familiar with a

2 meeting with Attorney General Bill Lockyer in 2004?

3 A. Yes.

4 Q. And what was that meeting for?

5 A. To -- I don't want to use the wrong word, lives

6 going to say lobby, to urge him to get on board with the

7 judged of a state compact for a state recognized tribe.

8 Q. And was that lobbying for the casino project?

9 A. Yes.

10 Q. Exam was that one of the economic development tasks?

11 A. Yes.

12 Q. So was it agreement -- was this document part of Mr.

13 Stein's work under the SMDC agreement in fulfilling economic

14 development tasks?

15 A. Yes.

16 THE COURT: Again I'm going to caution you with the

17 leading questions I'm going to cut them off, you just keep

18 doing it I'm going to have to cut it off, okay.

19 MR. STEIN: Yes Your Honor.

20 THE COURT: I mean some of the things have already

21 been testified to and I don't have a problem, but other

22 things.

23 Q. BY MR. STEIN: And turning to the type of stationery

24 was this one example of the stationery?

25 A. I believe so, yes.

26 Q. And [PRAO\*EUBL] developer Jonathan Stein, St. Monica

27 development company, what did you take that to mean in this

28 use of stationery?

ROUGH DRAFT - UNCERTIFIED

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1 A. That the tribe had retained you and St. Monica to be

2 the developer.

3 Q. Was this an announcement to the world that Jonathan

4 Stein was acting on behalf of SMDC --.

5 THE COURT: That's leading and the question is

6 stricken and you can't answer it again because you're  
7 suggesting the answer to the witness, see that's the problem,  
8 Mr. Stein.

9 MR. STEIN: And the court is exactly correct I will  
10 go -- I will try my best, I will try my best.

11 THE COURT: I'm just letting you know because now  
12 you can't ask the witness the question because [AOUFT] just  
13 suggested the answer to her.

14 MR. STEIN: Very good.

15 Q. BY MR. STEIN: What did this indicate on the  
16 station.

17 THE COURT: This?

18 A. LLC.

19 THE COURT: I'm sorry, could you point to it again.

20 Q. BY MR. STEIN: What did -- what did tribal general

21 counsel, law offices of Rae Lamothe indicate on the

22 stationery?

23 A. That I was the general counsel for the tribe.

24 Q. And why was that important to put on the stationery?

25 A. I don't know.

26 Q. Was the stationery an announcement to the world?

27 A. It would have been an announcement to anybody it

28 went to.

ROUGH DRAFT – UNCERTIFIED

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1 Q. And was the stationery carefully designed?

2 A. I don't know. I wasn't involved in that.

3 Q. And did the stationery announce who the tribal

4 council people were?

5 A. Yes.

6 Q. And did the stationery announce who the tribal

7 accountant was?

8 A. Yes.

9 Q. And to your knowledge who was the tribal accountant?

10 A. Andy Talley.

11 Q. And did Andy Talley have an employee that worked

12 with the tribe?

13 A. I -- I don't know. I didn't -- sorry. I didn't

14 have anything to do with that.

15 Q. Did the stationery announce who the tribal financial

16 advisor was?

17 A. Wells Fargo bank.

18 Q. And did it announce who the developer was?

19 A. Yes.

20 Q. And who was that?

21 A. Jonathan Stein, St. Monica development company.

22 Q. Was it your understanding that it might be Jonathan  
23 Stein individually?

24 A. No, other than somebody may know you and not know  
25 that you were connected with St. Monica so I assume that's  
26 why it was phrased that way.

27 Q. And what did you take -- did you see this closing  
28 used on the stationery more than once?

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1 A. Probably.

2 Q. And what does this announce in your opinion having

3 seen the stationery many times.

4 THE COURT: If anything?

5 A. I don't know that it announces anything, it's just

6 the sign off that would go at the bottom of a letter.

7 Q. And was it a sign off to indicate that --.

8 THE COURT: You're leading.

9 Q. BY MR. STEIN: Mr. Stein was involved.

10 THE COURT: That's a leading question.

11 Q. BY MR. STEIN: What did the sign off indicate?

12 A. That the document was signed by Jonathan Stein,

13 Esquire, president of St. Monica development company LLC.

14 Q. And that was on behalf of soon?

15 A. The Gabrielino-Tongva tribal council.

16 Q. And to your understanding of the relationship

17 between Mr. Stein, St. Monica and Gabrielino-Tongva tribal

18 council was that an accurate way to sign a letter?

19 A. Was, St. Monica was the developer for the tribe.

20 Q. And Mr. Stein worked through St. Monica?

21 A. Yes.

22 Q. And St. Monica worked on behalf of GT tribal

23 council?

24 A. Yes.

25 Q. And that was an accurate way to present the

26 relationship.

27 MS. IBARRA: Asked and answered.

28 THE COURT: Overruled?

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1 A. Yes it's signing off on a letter, it's.

2 Q. BY MR. STEIN: [HREUTS] go to another form of the  
3 stationery, do you recognize this form of the stationery.

4 THE COURT: You're referring to exhibit.

5 MS. IBARRA: '67 is it.

6 MR. STEIN: Exhibit 67.

7 MR. FORDYCE: Yes, it is.

8 MR. STEIN: My apologies?

9 A. Yes I do.

10 Q. And on the bottom, does it list who was involved  
11 with GT Tribe in part?

12 A. Yes.

13 Q. Exam were these tribal council members on the left  
14 to your personal knowledge?

15 A. I definitely recognize Five of the names, I've heard  
16 add [HROEUZ] name before but I can't visualize -- I can't  
17 picture him.

18 Q. And law office [-DZ] of Rae Lamothe is mentioned?

19 A. Yes.

20 Q. And how is it mentioned?

21 A. Tribal general counsel, law office of Rae Lamothe.

22 Q. And was that an accurate statement of the

23 relationship of Rae Lamothe, her law offices and GT Tribe?

24 A. Yes.

25 Q. And how was Mr. Stein mentioned?

26 A. Tribal development officer Jonathan Stein, St.

27 Monica development company, LLC.

28 Q. Was that an accurate representation of the

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1 relationship?

2 A. Yes.

3 Q. Was Mr. Stein working through SMDC when he acted as  
4 tribal development officer?

5 A. Yes.

6 Q. Are you familiar with the Crane Group?

7 A. No.

8 Q. Are you familiar with Dan Crane?

9 A. Doesn't ring a bell.

10 Q. Do you know if Dan Crane worked on behalf of GT  
11 Tribe in Washington as a federal lobbyist.

12 MS. IBARRA: Objection she already said she.

13 THE COURT: Yeah the answer is stricken.

14 MR. STEIN: Would it refresh your recollection.

15 THE COURT: No because you've already [SUPGD] the

16 answer to her, you can't do that Mr. Stein, you're doing it

17 over and over, and you just can't do it you've been to go it  
18 throughout the trial.

19 MR. STEIN: Sure.

20 Q. BY MR. STEIN: Did GT Tribe have a federal lobbyist?

21 A. There was either a small firm or a couple of people  
22 in D.C. that did work for the tribe.

23 Q. And do you know the names of one or both of the  
24 couple of people?

25 A. I don't recall.

26 Q. Do you know the name of the company that those  
27 couple of people worked for acting as federal lobbyists for  
28 GT Tribe.

1 THE COURT: Sewer assuming facts, she said she  
2 doesn't know so if she doesn't know she doesn't know.

3 MR. STEIN: [TKPW\*EUL] she said that she knew there  
4 were [TP\*ETD] lobbyists for the tribe in Washington I'm  
5 asking her if she knows the name of the company.

6 THE COURT: And she said she didn't know.

7 MR. STEIN: Thank you Your Honor. Thank you.

8 Q. Did the tribe have a state lobbying effort in  
9 Sacramento?

10 A. I believe so, yes.

11 Q. And who worked in that state lobbying effort in  
12 Sacramento?

13 A. I don't recall.

14 Q. Was the tribal council kept informed of the efforts

15 of the state lobbying efforts in Sacramento?

16 A. Yes.

17 Q. And how often?

18 A. At the council meetings, you would give an update as

19 to what was happening, what you had been doing, what the

20 status of whatever was pending.

21 Q. Was the tribe kept informed of efforts on its behalf

22 in Washington, D.C.?

23 A. Yes.

24 Q. Exam how often?

25 A. Certainly at the council meetings.

26 Q. And if there was anything of import in between via

27 e-mails there and who would the e-mails be addressed to?

28 A. To the -- for some things to the tribal council, to

1 other -- other items would go as a blast e-mail to the tribal  
2 membership.

3 Q. And the tribal council meetings occurred how often?

4 A. At least quarterly. Probably more frequently but  
5 then there would be scheduling conflicts -- I would say once  
6 a month but as a practical matter it probably didn't happen  
7 once a month, trying to round up everybody.

8 Q. So would it be accurate to say that an estimate  
9 would be somewhere between once a month and quarterly?

10 A. Yes.

11 Q. And how long did they last for?

12 A. Two to four hours.

13 Q. Did you attend most of those meetings over your Five

14 year stint as tribal general counsel?

15 A. Yes.

16 Q. And were the tribal council members individually

17 free to ask you any legal question they want?

18 A. Individually as tribal council members or

19 individually as individuals in their individual capacity?

20 Q. Individually as tribal council members?

21 A. Yes.

22 THE COURT: Did you ever do any presentations at the

23 meetings?

24 A. If there were documents they needed to consider I'd

25 go through with them.

26 THE COURT: At the meeting?

27 A. Yes, if there were things they needed to review. I

28 remember doing the petition, we spent a lot of time on that.

1 THE COURT: But I'm saying a presentation, you said

2 you went over documents with them?

3 A. If there were things that they needed to sign or if

4 there were.

5 THE COURT: I see. But did you make any

6 presentations at the meetings?

7 A. It wasn't look a bother meeting and now you here

8 from the treasure and now had you here the [THAURB] [TRURB]

9 [ERZ] property it was pretty informal so I wouldn't say I

10 made a presentation furr say but I certainly attended the

11 vast majority of the meetings be.

12 MR. STEIN: Is the court [do not|done].

13 THE COURT: No. Did Mr. Stein make presentations at  
14 the meetings?

15 A. Same answer, I wouldn't say a presentation as much  
16 as there was usually -- I'm trying to think if there was an  
17 agenda, there was a list of things that we need today discuss  
18 either decisions that needed to be made, updates of what was  
19 happening and if there was an update they gave the update.

20 THE COURT: And my question is who that is?

21 A. Either me or Jonathan would do the updates.

22 THE COURT: And who would do most of the talking?

23 A. Mostly Jonathan because most of the work was trying  
24 to find investors, trying to get traction in Sacramento.

25 THE COURT: Did the council members ask questions at  
26 the meeting?

27 A. Oh yes that's why the meeting lasted so long.

28 THE COURT: They went long?

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1           A.    They also wasn't long because some people came a  
2    days [TAPBS] so it was partly social too.

3           THE COURT:   So it lasted a long time?

4           A.    Yes.

5           THE COURT:   [TKP] who answered their writes  
6    primarily?

7           A.    Well if the questions were aimed at development  
8    activities, Jonathan fielded those and if they were legal  
9    questions I field [-LD] them.

10          THE COURT:   So just in generally who answered most  
11   of the questions that were asked at these meetings.

12           A.    Most of the Lee Mr. Stein because most the questions  
13 are where are we -- when is our casino going to open.

14           THE COURT:  Okay.  So the tribal members asked her  
15 most of the questions?

16           A.    Mostly aimed at how were we progressing.

17           Q.    BY MR. STEIN:  Exam were those questions on the  
18 casino project?

19           A.    Yes.

20           Q.    And were those questions about he can development  
21 tasks?

22           A.    Yes.

23           Q.    And were legal questions directed to you.

24           THE COURT:  They're all leading all of those  
25 questions are leading they're stricken as well as the  
26 answers.  What kind of questions did they ask, that's the  
27 appropriate question.

28 MR. STEIN: Your Honor I can't help but to notice

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1 that in Five weeks we haven't had these problems and today  
2 we're having these problems.

3 THE COURT: And you know what to be honest with you,  
4 we've had the problem the entire trying.

5 MR. STEIN: Uh-huh yes Your Honor.

6 THE COURT: That's just I've realized I finally just  
7 have to foot my foot down and stop the leading questions,  
8 they've been going on the entire trial and it's just getting  
9 to the point that you are just suggesting answers to

10 witnesses.

11 MR. STEIN: And would the same be true of both

12 counsel Your Honor, both counsel would be asked.

13 THE COURT: Mr. Fordyce has been fine he haze [-PBT]

14 done anything.

15 MR. STEIN: Ms. Ibarra is who I'm talking about Your

16 Honor.

17 THE COURT: No if I think Ms. Ibarra is doing

18 something I'll let you know or make an objection.

19 MR. STEIN: Thank you.

20 THE COURT: But I haven't seen that from Ms. Ibarra

21 I've seen it from you so try to -- I keep trying to do it in

22 a manner that you will understand but you keep -- you keep

23 making the same mistake and I'm trying to correct it and it

24 doesn't seem like you're taking my direction.

25 MR. STEIN: Your Honor I'm doing my best Your Honor.

26 THE COURT: Okay.

27 MR. STEIN: It's been Five long weeks and I'm doing

28 my best.

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1 Q. BY MR. STEIN: Are you familiar with the name Armand

2 Arabian?

3 A. Yes.

4 Q. And are you familiar with the name Cruz Reynoso?

5 A. Yes.

6 Q. What is your familiarity with the name Armand

7 Arabian?

8 A. Justice Arabian was on the state Supreme Court, he

9 is no longer on the bench and I believe he was being  
10 consulted with some of the card clubs and the tribe, there  
11 was -- I know there were discussions with him but I don't  
12 recall what exactly he was being consulted on.

13 Q. And what do you social with the name Cruz Reynoso?

14 A. I'm embarrass [-DZ] to say I recognize the name and  
15 I should know who he is but I can't say to have the tip of my  
16 tongue.

17 Q. To refresh your recollection is he another --.

18 THE COURT: No if you want to refresh her  
19 recollection you can show her a document that will help.

20 MR. STEIN: Very good.

21 THE COURT: But you can't just suggest the answer  
22 but.

23 MR. STEIN: Happy to do that.

24 THE COURT: Okay.

25 MR. STEIN: Niall can you help me find is it 78 Five

26 and 78 six.

27 MR. FORDYCE: Let me look.

28 THE COURT: And I suggest you hand her a copy.

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1 MR. STEIN: Very good.

2 MR. FORDYCE: It's actually-- are you looking for

3 the letters to individuals justice [UZ].

4 MR. STEIN: Yes.

5 MR. FORDYCE: It's seven 36 and seven 37 and let me

6 just check for Her Honor if these are --.

7 THE COURT: Because I'm not clear they've been

8 admitted yet.

9 MR. STEIN: My impression is they were.

10 MS. IBARRA: They're identified.

11 MR. FORDYCE: Let me check, I apologize.

12 THE CLERK: They haven't been admitted.

13 MR. FORDYCE: Does Yvonne have them.

14 THE COURT: But I don't think they'd be admitted for

15 the truth of the context nonetheless you can refresh her

16 recollection with anything, so [TPHOPBG] the less if you want

17 to use the letters.

18 MR. STEIN: Well I thought they were admitted

19 without objection. Can we establish that because if they're

20 not admitted [AOEUBG] like to admit them.

21 THE COURT: Well who authenticated them.

22 MR. FORDYCE: Your Honor I have actually have these

23 adds admitted, identified on 6/28.

24 THE COURT: Who authenticate authenticated them no.

25 MR. FORDYCE: [PHR-FS] --.

26 THE COURT: Mr. Stein [WHO\*] authenticated them.

27 MR. STEIN: I'm not sure I don't want to miss plead

28 lead [HET] court by guessing.

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1 THE COURT: Well I'm assuming there wasn't Armand

2 Arabian and Cruz Reynoso.

3 MR. STEIN: If they're mated.

4 THE CLERK: Seven 36 and 3737 were admitted on 6/28

5 according to this list.

6 THE COURT: If they're admitted, I don't know who

7 would have -- I'm not saying they are but --.

8 MS. IBARRA: Is it Mr. Stein.

9 MR. FORDYCE: I -- I don't have -- on the 28th I

10 have Ms. Carmelo and Mr. Polanco was testifying.

11 MS. IBARRA: I think neither 16 them could.

12 MR. STEIN: No Mr. Polanco could.

13 THE COURT: Did Polanco send the letter or.

14 MS. IBARRA: No, he didn't accepted them.

15 MR. STEIN: He knew all about them.

16 THE COURT: Well nonetheless you can refresh her

17 recollection why don't you just do that.

18 MR. STEIN: Once again Your Honor I'd be very

19 concerned if they are not admitted I'd like to [PHEUT] them,

20 the court is [WHAEBGT] a court is reversing what the court

21 records seem to be.

22 THE CLERK: The records not indicating anything I'm

23 just telling you what's marked I don't have anything on

24 Rhonda Eiffe record.

25 THE COURT: Well they're marked.

26 MS. IBARRA: They were identified.

27 THE COURT: You can move forward with the

28 examination, we can talk about it later, I don't want to

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1 holdup her examination, you can use it for now.

2 Q. BY MR. STEIN: Have you seen Exhibit 7 36 before?

3 A. I may have but it doesn't -- it doesn't ring a

4 bell.

5 Q. May I ask you to read it further.

6 THE COURT: To herself, yes.

7 MR. STEIN: To your several.

8 Q. BY MR. STEIN: And after reading seven 36 you can

9 also read seven 37?

10 THE CLERK: They're only marked for identification

11 pursuant to the Minute Order.

12 THE COURT: Marked for identification only.

13 MR. STEIN: Your Honor when would we move things

14 into evidence.

15 THE COURT: You need to meet and confer on that.

16 MR. FORDYCE: Your Honor I don't mean to get in the

17 way of that but we did, that was on six, 30.

18 THE COURT: I'm not sure how that was come into

19 evidence.

20 MR. STEIN:

21 Q. A sticker on it.

22 THE COURT: It doesn't Matt furr there's a sticker  
23 on it, it has probably an ID sticker on it.

24 MR. STEIN: Pink or yellow, pink or yellow.

25 THE CLERK: You're not talking to me counsel  
26 correct.

27 MR. STEIN: I'm asking the core, pinching or yellow.

28 THE COURT: What is on the sticker clerk. So even

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1 if they had the sticker we need to go back and research it  
2 but I don't recall anybody that would have a foundation for  
3 this these letters which I think are apparently letters from

4 or addressed to arm [SKPRAEUB] Cruz Reynoso former Supreme  
5 Court justices.

6 MR. STEIN: No they are from them to people, Mr.  
7 Stein used them frequently and so did Mr. Polanco so it would  
8 be Mr. Stein or Polanco, Virginia Carmelo also was very  
9 familiar with those letters and she could have identified  
10 they will as well so [KWROUPBT] with a mislead the court I'm  
11 just saying those are all three possibilities.

12 THE COURT: Okay.

13 MR. FORDYCE: Your Honor on June 28th in the morning  
14 of Mr. Stein's direct testimony -- I'm sorry Mr. Stein's  
15 cross-examination by me, he identified both seven 36 and  
16 seven 37.

17 THE COURT: Sure I understand that he might have  
18 identified them, but the question is whether they would have  
19 been admitted for the truth of the matter and I don't know, I

20 think there was an objection to that if I recall so -- but

21 for our purposes today she can refresh her r.

22 MR. STEIN: We're not using at the point them for

23 the truth of the matter stated.

24 THE COURT: Right I understand. So the question is

25 who is Armand Arabian and Cruz Reynoso is the question that

26 was pending and you're looking at two documents that

27 hopefully refresh your recollection. Does it refresh your

28 recollection as to who those two individuals are?

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1 A. The seven 36 goes --.

2 THE COURT: Oh no you can't read it into record does

3 it help you remember who they are?

4 A. No because 736 is Justice Arabian I already  
5 recognized his name so that didn't refresh your recollection.

6 THE COURT: Okay.

7 A. And I don't -- seven 37 does not refresh my  
8 recollection either.

9 THE COURT: As to who Cruz Reynoso is?

10 A. Correct.

11 THE COURT: Okay.

12 Q. BY MR. STEIN: -- tell me if I'm doing this wrong  
13 Your Honor, did Cruz Reynoso work with GT Tribe at any time.

14 MS. IBARRA: Objection she says she has no  
15 recollection of him.

16 THE COURT: Sustained.

17 Q. BY MR. STEIN: Did Armand Arabian work with GT Tribe  
18 at any time?

19           A.    I recall that you were talking to him.  I don't  
20 recall what his involvement was.

21           Q.    Was he involved with the lobbying activities in  
22 Sacramento.

23           THE COURT:  That is leading.  The question is  
24 stricken.  Five more minutes before 4:00 o'clock so.

25           Q.    BY MR. STEIN:  Was GT Tribe tribal council aware  
26 that Mr. Armand Arabian was involved with the tribe?

27           A.    I don't know I would assume it would have been at a  
28 council meeting but I don't have a recollection of sitting

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1    there at a meeting where that was discussed, I'm not saying

2 it did or didn't I just don't have a recollection.

3 Q. Was GT tribal council aware that there was an effort  
4 in Sacramento to get gaming without federal recognition?

5 A. Yes.

6 Q. Was GT aware that there was an effort in Sacramento  
7 to get gaming without recollection [PWHAEUS] odd the  
8 [KAEUPLG] in the California constitution.

9 THE COURT: Madam Court Reporter -- let's try to ask  
10 our questions in a non leading manner.

11 MR. STEIN: I'm trying to do that and that's why  
12 some of the time I'm trying to snake I can.

13 Q. Was GT tribal council aware that the state lobbying  
14 effort was based on an interpretation of the California  
15 constitution.

16 MS. IBARRA: I believe it's asked and answered.

17 THE COURT: Well it's leading.

18 MS. IBARRA: And leading.

19 THE COURT: But sustained.

20 Q. BY MR. STEIN: What was the GT tribal council aware  
21 of regarding the state lobbying effort?

22 A. My recollection of the discussions was you were  
23 looking into whether a state recognized tribe could get a  
24 state gaming capacity on a state Indian reservation as  
25 opposed to needing federal recognition.

26 Q. And was there legislation to make that possible?

27 A. I believe you were trying to get that put up on the  
28 calendar, on the legislators calendar.

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1 Q. Do you know of name of any legislator involved in  
2 that effort?

3 A. I did but I don't recall now.

4 Q. Were there lobbyists involved in that effort?

5 A. There were people assisting with it, I don't know  
6 they were registered lobbyists.

7 Q. And did SMDC register as a lobbyist for that effort  
8 to your recollection?

9 A. Maybe, I don't -- possibly.

10 Q. Was there an effort to get a casino in any city in  
11 Los Angeles County?

12 A. Yes.

13 Q. What [cities|city's] do you recall?

14 A. I recall going to El Monte, Inglewood and I know  
15 there were others but I can't recall. Those were -- I know

16 there were others that you went to I just recall those were

17 two specific cites that I was --

18 Q. Am I allowed to mention another city's name.

19 THE COURT: No that's leading.

20 MR. STEIN: Very good Your Honor.

21 THE COURT: If you have something to refresh her

22 recollection you can do that but you can't suggest the

23 answers to the witnesses, you have to you know use documents

24 or something else to help them remember.

25 MR. STEIN: I could stand on my head perhaps.

26 THE COURT: That might work, some people you can do

27 anything you want, you can show them anything, do anything it

28 helps them.

1 Q. BY MR. STEIN: Were there any black majority cities?

2 A. Yes.

3 Q. And which cities was that?

4 A. Inglewood and Compton.

5 Q. And Compton?

6 A. Yes.

7 Q. And was any legislation in Sacramento carried by

8 Sacramento assembly men or senators from El Monte.

9 MS. IBARRA: Objection is that -- I think it's

10 leading.

11 THE COURT: Yeah sustained. Question is stricken.

12 Q. BY MR. STEIN: Do you know who carried the

13 legislation?

14 A. I can picture the gentleman's face.

15 Q. Was it white or black?

16 A. Black.

17 Q. And do you know what area he represented?

18 A. Compton.

19 Q. So can I put black representative, black elected.

20 Do you remember any elected from El Monte.

21 THE COURT: Again you're suggesting the answers e

22 she mentioned the cities and --?

23 A. I don't recall anybody from El Monte no.

24 Q. And was I black elect [TPR-D] Compton or Inglewood

25 if you recall?

26 A. I believe Compton.

27 Q. Compton. And that's what you said earlier?

28 A. Yes.

1           THE COURT: Again let's not try to leafed the  
2 witnesses to change their testimony.

3           MR. STEIN: You know actually I think.

4           THE COURT: It's 4:00 o'clock.

5           MR. STEIN: It's 4:00 o'clock and I think I've  
6 finished with the important questions that won't get me in  
7 trouble any further than I already am.

8           THE COURT: Well I don't know if you're in trouble I  
9 just need to you stop asking the leading questions that's  
10 all. Okay so let's talk about scheduling?

11          A. I have an ex-parte.

12          THE COURT: Tomorrow?

13          A. I'm opposing I'm not bringing and the clerk has

14 asked department 40 for priority so [RA] [SAOUPG] they give

15 me priority as opposed to being at the end for an ex-parte.

16 THE COURT: Even if you're at the end you probably

17 will get her on time you're in department 40 here right?

18 A. Yes.

19 THE COURT: Okay that's not a problem at least

20 you'll be done here?

21 A. Son's I'm done there I'll come here.

22 THE COURT: I'll say 10:00 o'clock order you to

23 return if it's a problem or you can just check this and sigh

24 I'm here but I'm here in department 40 that's way we know

25 you're here?

26 A. Perfect.

27 THE COURT: Sounds good.

28 MR. STEIN: May we dismiss the [-L] witness and her

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1 counsel while we.

2 THE COURT: Discuss other matter [-RZ] yes, thank

3 you ma'am for coming thank you counsel.

4 MR. GOLDING: Thank you Your Honor.

5 MS. IBARRA: Thank you.

6 MR. FORDYCE: Your Honor just and again I'm just

7 looking at the transcripts, the rough transcripts from 6:30

8 which is June 30th, the day that Plaintiffs closed their R PI

9 phase or re all closed the R PI phase actually and the

10 disputed exhibit were 509, 55 Five, 578, '71, 75 one, and 78

11 six. And we resolved those issues with the [courts|court's]

12 help and seven 36 and seven 37 I have nothing to suggest they

13 weren't admitted and agreed to. There's just nothing that  
14 says they weren't. You know I've got my notes which are  
15 worth the paper they're printed on.

16 MR. STEIN: But you're looking at the at a [RAOUF]  
17 [SKRAOEUPT].

18 MR. FORDYCE: [AOEUBG] looking at the disputed  
19 exhibits that Your Honor [TAELT] with between Ms. Ibarra.

20 THE COURT: Because I don't know if they went back  
21 to the jury because my staff is saying they're just  
22 identified so there's no admission, okay.

23 MR. STEIN: So does the court say that the jury  
24 actually did not have an exhibit that was apparently  
25 admitted, two exhibits.

26 THE COURT: Well I don't know if they were admitted  
27 or not, perhaps the jury says it wasn't [PHEUT]-d it never  
28 went back.

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1           MR. STEIN: The rough transcript seemed to indicate  
2 that it was my-d but the court seems to independent date it  
3 did not make the yes, sir for the findings in Phase I.

4           THE COURT: Well I don't know what usurp referring  
5 to.

6           MR. STEIN: The rough transcript.

7           MR. FORDYCE: Just to be very accurate is the  
8 exhibits that Her Honor came and discussed with Ms. Ibarra  
9 and myself and those were not part of the exhibits Your Honor  
10 discussed with us.

11 MR. STEIN: So the rest were admitted Niall.

12 THE COURT: Well they could have just agreed that  
13 they weren't admitted. There could have been an agreement  
14 that this doesn't go back to the jury that isn't a concession  
15 that they wouldn't go [TPABG] to the jury if there was an  
16 agreement that they wouldn't go back there would be no reason  
17 to discuss it.

18 MR. STEIN: The agreement was all the exhibits not  
19 objected to [WR\*] would be admitted which would be normal  
20 court conduct.

21 MR. FORDYCE: I thought that was the dress.

22 THE COURT: No I only address disputed issues so if  
23 you have both agree that they wouldn't go back then they  
24 wouldn't and I have wouldn't address them, I have only  
25 address disputed issues but like I said you can meet and  
26 confer and see if -- I would just like I said I would just be

27 surprised with if they would have gone back because obviously

28 we didn't have anybody to lay a foundation for those.

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1 MR. STEIN: Your Honor Mr. Stein laid the foundation

2 and identified them and it Sundays like two exhibits that

3 were admitted by agreement of counsel did not get back to the

4 jury in Phase I of their deliberation [-Z].

5 THE COURT: Had you didn't hear what I said before.

6 MR. STEIN: I did hear that Your Honor but the.

7 THE COURT: Well I'm disagreeing were what you're

8 saying that that's not what happened so.

9 MR. STEIN: Well, can we have permission to -- is

10 the permanent clerk, Neli come back.

11 THE COURT: She is, and that's what the current  
12 clerk telling me when she comes back, but maybe Neli has a  
13 better recollection of what happened.

14 MR. STEIN: And, again, I've made my record on Phase  
15 I, we'll hear what Neli has it say to make a further record  
16 but in the meanwhile, we are concerned that the exhibits get  
17 admitted into evidence. If they're not in the minute order  
18 due to some oversight, we would like to compare the minute  
19 order to what we thought was admitted and had admitted, is  
20 that okay.

21 THE COURT: Absolutely.

22 MR. STEIN: And work with the clerk towards that.

23 THE COURT: Absolutely that should happen.

24 MR. STEIN: That's our main concern.

25 THE COURT: So everybody needs to work with the

26 clerk, all sides work with the clerk.

27 THE CLERK: Not me.

28 THE COURT: Fortunately the clerk today is not my

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1 regular clerk who was here during the trial so we can talk to

2 Neli if [SHA0] [AOE].

3 THE CLERK: And you can also ask the court reporter

4 if [chef|she have] ease [STHA0EFZ] and we're not showing that

5 they were admitted.

6 MR. FORDYCE: I'm look [T-G] he rough [STKRA0EUPLT].

7 THE COURT: The problem is let me just say that as

8 trial goes on, counsel don't move the records into evidence

9 and so that's the problem, technically if they aren't moved  
10 into evidence, then they're technically not evidence but if  
11 you meet and confer later at the conclusion of the trial and  
12 then you raise with me which disputes you have, then talk to  
13 Neli and go through that then there's some kind of consensus  
14 as to what goes back.

15 MR. STEIN: Can we do that tomorrow and.

16 THE COURT: Absolutely.

17 MR. STEIN: And see what's [PH\*EUFT] [SKP-D] what is  
18 in the minute orders and what's not and have [TPHA0EUFL] and  
19 Delia Ibarra and make a record of it so that we don't have  
20 this confusion in the appellate transcript that is most  
21 likely to be used in this matter.

22 THE COURT: Sure, we should do that. Okay any  
23 other --.

24 MR. STEIN: Yes Your Honor. I understand that the

25 court and judge keen [AOE] in department J of Van Nuys had a  
26 chance to communicate. What was communicate today me by  
27 judge keen [AOE] was that at her inn [S\*EUPBS] sister tense  
28 with this [courts|court's] cooperation I would be spending

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1 July 25th in Van Nuys at number one a trial readiness  
2 conference, Number 2 at a designated settlement, with a  
3 designated settlement offer and with a three with a private  
4 mediator with the idea of reaching settlement in a matter set  
5 for trial on August 16th and what judge keen [AOE] hoped to  
6 accomplish on Monday doing that was to save the clients a  
7 good chunk of the \$50,000 they're disputing out of about a

8 million dollars in assets, my client is a have tradition Al  
9 woman who emigrate [TPR-D] he will [SRA\*] Salvador she lost a  
10 chance to have a child through this un for the [TPHA\*E] gnat  
11 [PHAEURPL] that didn't work and she'd really like her money  
12 and she'd like to get it instead of paying it to me and I  
13 concur. So because trial is August 16th we would spend most  
14 of the day Monday and I understand this court is okay with  
15 that.

16 THE COURT: Well Monday I thought -- I mean okay if  
17 everybody's okay but I thought we had wilts scheduled and  
18 that was the problem, you know we had witnesses scheduled and  
19 you can work it out I don't have a problem but if you can't  
20 work it out because a witnesses have been pre scheduled then  
21 no, then we can't but you know if it can be moved around.

22 MR. FORDYCE: And Your Honor those are our witnesses  
23 so I'm fairly confident we can re a- schedule.

24 MR. STEIN: Let me address exactly that concern and  
25 let me invite Ms. Ibarra as we have said to the court several  
26 times already on Monday we had scheduled our expert William  
27 Mills that has to testify last after I am finished with my  
28 direct testimony. He is next available after Monday he is

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1 next available on Thursday as we've mentioned to the court.

2 THE COURT: Yes, you did tell me that.

3 MS. IBARRA: Yes.

4 MR. STEIN: If we lose Monday because of Judge

5 Keeny's arrangement to see that more money ends up in the

6 pockets of clients out of this million plus asset instead of  
7 in the pockets of attorneys then I need to be absent from  
8 here Monday which would mean that Mr. Mills testimony would  
9 be Thursday.

10 THE COURT: Okay.

11 MR. STEIN: That would give us Tuesday and Wednesday  
12 to completely finish my case in chief before Mr. Mills. Is  
13 that satisfactory to the court and to opposing counsel.

14 THE COURT: Well as long as there's no -- as long as  
15 you can arrange you know to your witnesses convenience that's  
16 fine.

17 MS. IBARRA: So Mr. Mills can be here on Thursday  
18 and assume that we can finish Ms. Rae Lamothe and we also  
19 have my witness -- my expert witness who needs to finish  
20 tomorrow.

21 THE COURT: Oh that's right.

22 MS. IBARRA: Assuming that gets [do not|done] then I  
23 think we can move to that to Mr. Stein. Mr. Stein is still  
24 going to be crossed from my.

25 MR. FORDYCE: '77 [#\*6] cross by me and I've been  
26 ready to do that for a week and a half so that can go  
27 whenever, if we've got time tomorrow great [-FRBGS] if it  
28 makes sense to move it Tuesday and then that would have Mr.

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1 Stein really in a block, you know my 776 cross,  
2 [counsel's|counsels] 776 redirect, then Mr. Stein's direct.  
3 So it may make great sense [-RPBGS] I don't know whatever is  
4 convenient, can you be here Tuesday.

5 MS. IBARRA: Because I have [PH0\*PB] stuff to do

6 Monday.

7 THE COURT: So Monday is a day off actually, you can

8 do your all day thing with the judge and everybody gets a

9 break ask can kind of regroup and then we'll have Rae

10 Lamothe -- well she's coming tomorrow.

11 MS. IBARRA: Tomorrow.

12 THE COURT: So she should be done light she'll be.

13 MR. STEIN: I have finished my direct.

14 THE COURT: I understand that but it shouldn't be

15 too -- we should be able to get cross and redirect

16 [do not|done].

17 MS. IBARRA: I think we should be [SH\*] do that in

18 the morning we should be done with her in the morning and in

19 the afternoon we should finish with Mr. Margolis I think

20 that's reasonable and if we have time with Mr. Stein.

21 MR. STEIN: And I'm planning two to three hours with  
22 Mr. Margolis I have discussed a thousand dollars with the  
23 fees between 350 an hour or.

24 THE COURT: You paid him already.

25 MS. IBARRA: He's got the check.

26 MR. STEIN: I showed her the check and she said give  
27 it to me.

28 THE COURT: I don't want to get involved in that as

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1 long as --.

2 MR. FORDYCE: Your Honor always wise.

3 THE COURT: Don't get involved with the money stuff.

4 I just want to make sure that you know if we're keeping  
5 somebody here, that they're compensated for being here. And  
6 your expert as well. Anything else that you want to discuss.

7 MR. STEIN: Yes and we are reserving, there may be  
8 other witnesses we wish to bring become but we're simply re  
9 Seb-g on that and only because we haven't finished [TPHAOD]  
10 willing out the details.

11 THE COURT: What witnesses are you talking about.

12 MR. STEIN: Well once again one of the difficulties  
13 is the quantum meruit is expressed in hours, there was --  
14 there are six different documents on the quantum meruit that  
15 Mr. Stein has to identify [-RPBGS] once they're identified by  
16 Mr. Stein both Mr. Johnson and Barbara Garcia are very, very  
17 familiar with those documents, the [KO\*EFRT] court said well  
18 get them identified [fir|if I remember], bring them back late  
19 [SKPER] so that would be one example of why we'd leak to

20 reserve.

21 THE COURT: I see.

22 MS. IBARRA: The Court's already expressed

23 reservations about the main document which is the one that's

24 redacted and then we saw yesterday or the day before that

25 just three pages that were unredacted and so there's that

26 question about whether they can or condition produce un

27 [TKABGD] copies of that.

28 THE COURT: Well wasn't there an order that they

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1 produce the unredacted.

2 MS. IBARRA: Yes and only --.

3 MR. STEIN: Buzz it [TKUD] not -- the order was find  
4 and we mad a thorough search tore if.

5 THE COURT: So why should it come in then if you  
6 can't find it.

7 MR. STEIN: Because there is as un [TKABGD] force  
8 that we did find as well as Five other documents that we did  
9 find nor its total for and while it may be weak evidence it's  
10 nonetheless evidence.

11 THE COURT: It doesn't sound [HAOEUG] it's reliable  
12 is the problem [-RBS] there's no reliability the bottom line  
13 of the three pages is \$4,000,000 of fees are those there's a  
14 huge amount and what's showing that's un [TKABGD] doesn't  
15 spore the \$4,000,000 so it sounds to me like something is  
16 very un reliable in terms of admission into evidence?

17 A. My testimony will fill in the details, the core  
18 [HAOZ] many times said don't worry about the document Mr.

19 Stein you can stem [PHRAOE] testify to it and so that would  
20 be the approach I would take [TA\*EUBG] with that.

21 MS. IBARRA: Your Honor that's not my recollection  
22 at all what of court has said about the document.

23 THE COURT: Well he can testify to it but if it  
24 doesn't have sufficient foundation for the reliability it  
25 won't come in but I can let him try, certainly let [PHEUPL]  
26 thigh.

27 MR. STEIN: Thank you [-RPB].

28 THE COURT: Try to get it in.

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1 MS. IBARRA: Got it.

2 THE COURT: Okay I mean I've seen the document.

3 MR. FORDYCE: I think.

4 MR. STEIN: No you haven't seen the five documents

5 you've seen the one redacted document and the court is right

6 it is severely redacted but it does show the totals.

7 THE COURT: All right thank you.

8 MR. FORDYCE: Thank you Your Honor.

9 MS. IBARRA: Thank you.

10 MR. FORDYCE: 10:00 o'clock tomorrow yes.

11 THE COURT: I think it was 10.

12 THE CLERK: Yes Your Honor.

13 THE COURT: All right see you then. 04:14 PM.

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