

1 CAUTIONS IN USING A REALTIME PARTIALLY EDITED TRANSCRIPT

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

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

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

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1 GABRIELINO–TONGVA TRIBE VS. STEIN, TRIAL DAY 23

2 11:13 AM.

3 THE COURT: Gabrielino–Tongva Tribe versus Stein,

4 BC361307. Good morning everyone.

5 MS. IBARRA: Good morning.

6 MR. STEIN: Good morning.

7 MR. FORDYCE: Good morning.

8 MS. IBARRA: Still morning.

9 THE COURT: Why don't we continue with the

10 examination and then we can talk about other things

11 afterwards.

12 MS. IBARRA: Should we enter our appearances.

13 THE COURT: Yes please.

14 MS. IBARRA: Delia Ibarra on behalf of plaintiff

15 Gabrielino-Tongva Tribe.

16 MR. STEIN: Jonathan Stein law offices of Jonathan
17 Stein on behalf of cross-complainant and Defendant SMDC and
18 cross-complainant the Crane Group.

19 MR. FORDYCE: Niall Fordyce on behalf of Stein
20 Defendants.

21 THE COURT: Thank you you may be seated. Yes you
22 may come forward, just have a seat, just resume the witness
23 stand. And ma'am you understand you're still under oath?

24 A. Yes.

25 THE COURT: Thank you. Did we start the cross.

26 MR. STEIN: We have rested -- we have finished the
27 direct examination by Jonathan Stein.

28 THE COURT: Okay just to be sure, thank you. The

1 cross-examination.

2 MS. IBARRA: Thank you.

3 Q. BY MS. IBARRA: Good morning Ms. Lamothe?

4 A. Good morning.

5 Q. So we talked about your tenure why the tribe as

6 their general counsel, you have said you drafted all the

7 resolutions, correct?

8 A. The ones after I arrived.

9 Q. Right?

10 A. Yes.

11 Q. So touring your tenure that would be correct?

12 A. Yes.

13 Q. But did you also say Mr. Stein gave you have the

14 substance?

15 A. Yes generally speaking, yes.

16 Q. Okay. Can you tell me what you mean about the

17 substance of the resolutions?

18 A. If it was to approve a contract, who the contract

19 was with, what the terms were, the deal points, whatever the

20 substance needed to go into the resolution, if it was to hire

21 somebody, who they were, what they were going to do, what

22 services they were going to provide, et cetera.

23 Q. So is it fair to say that he did all the

24 negotiations on behalf of the tribe with third parties?

25 A. Yes I -- the only -- I can't say all because I

26 can't -- but I can't think of anything that he didn't so --

27 Q. Okay fair enough. So did you ever decide that the

28 tribe needed to adopt a certain resolution?

1 A. No.

2 Q. Did the tribal council ever decide or give you
3 direction about preparing a certain resolution?

4 A. I don't recall if there was any particular event or
5 circumstance that they wanted something done that would need
6 a resolution that they mentioned to me directly that had he
7 hadn't either already discussed with Mr. Stein or identify
8 already heard about from Mr. Stein, I can't think of a
9 situation like that.

10 Q. Okay. So they all originated with Mr. Stein as far
11 as you can recall, is that fair?

12 A. I can't recall anything coming directly from the

13 council members as far as the initiation of it, as opposed to
14 once it was in progress and they had comments.

15 Q. And so the final product with all resolutions also
16 went back to Mr. Stein; is that correct?

17 A. To the extent if he was sending out the meeting
18 packet it would, if -- and then they weren't finalized until
19 we did the meeting and if there were any changes there they
20 were made then.

21 Q. Oh I see.

22 A. But the final draft could have gone from me or from
23 Mr. Stein depending on how we were getting it to the council
24 members either to review or as part of a meeting packet.

25 Q. So let me rephrase my question. Would you ever
26 present the resolution to the tribe if it had not been
27 approved by Mr. Stein?

28 A. It's hard to answer that because I don't think there

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1 was ever anything that he wasn't involved -- that wasn't --
2 that he wasn't involved in. So I don't think there was ever
3 a resolution -- I can't recall any topic that the tribe was
4 discuss that long he wasn't involved in.

5 Q. Okay. So then would that mean yes then, that you
6 wouldn't have presented something to the tribal council in a
7 resolution form if Mr. Stein hadn't already approved it?

8 A. I guess so in the sense of after it was drafted he
9 reviewed them to make sure that it accomplished what the task
10 was.

11 Q. Okay. And you said you e-mailed resolutions to the

12 tribal council is that correct?

13 A. Typically either I would e-mail them to the council
14 members or they would go to the council members with the -- a
15 meeting packet, they either go from my office or Mr. Stein's
16 office once they'd been prepared to review before of the
17 meeting, typically unless it was prepared at the last
18 membership and it was at the meeting but the typical
19 procedure was they went out to council members before the
20 meetings.

21 Q. Did you -- and you said you answered their
22 questions?

23 A. Yes.

24 Q. And were those by phone or at the meeting?

25 A. Both.

26 Q. If they didn't ask you any questions did you assume
27 that they understood the resolutions?

28 A. Depending on the topic. If it was a resolution to

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1 pick an accountant, then if they all agreed to hire Andy
2 Talley they agreed -- if there were no questions, most of
3 them were very simple in the sense of what it was
4 accomplishing so the topic had already been agreed upon and I
5 didn't go through them line by line if there weren't any
6 yes -- yes I -- if there weren't any questions on the simple
7 matters I assumed they understood them.

8 Q. Is it possible that they did not understand the
9 resolutions and that they didn't ask you questions about the

10 resolutions?

11 A. It's possible.

12 Q. Is it possible that they asked Mr. -- oh did you
13 ever witness them asking Mr. Stein questions regarding the
14 resolutions?

15 A. Probably as to do we really need to hire this
16 person, do we need to do this, why are we doing this as to
17 the substance of it, yes.

18 Q. Well what do you mean by as to the substance
19 versus -- so they would ask you about the substance and they
20 would ask him about the substance?

21 A. They could ask either of us.

22 Q. Okay. .

23 THE COURT: Did you ever ask them if they understood
24 any particular resolution or did you just assume if they
25 wanted some clarification they would ask you? In other words

26 did you actively try to explain to them what they were

27 signing?

28 A. Yes if it was something more complicated.

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1 THE COURT: Such as?

2 A. Hiring Mr. Stein or -- because that's a different

3 scenario than just hiring an accountant because he's in the

4 room. I'm trying to think of what -- I'm trying to think

5 what some of the other resolutions were, approving the

6 petition for federal recognition.

7 THE COURT: So hiring Mr. Stein and federal

8 recognition?

9 A. I mean I'm just trying to think of things that.

10 THE COURT: Sure.

11 A. That we would go through that were more complicated

12 as opposed to approve that the office would be at this

13 address and this letterhead. I mean my recollection is there

14 were a number of generic topics that were covered.

15 THE COURT: So something more substantive?

16 A. Right.

17 THE COURT: You said you would go over them like?

18 A. We'd spend more time.

19 THE COURT: Hiring Mr. Stein, the SMDC agreement?

20 A. That type of thing, something that was more

21 substantive we would spend more time on.

22 Q. BY MS. IBARRA: Do you think it's possible they

23 asked Mr. Stein questions about the resolutions when you were

24 not present.

25 MR. FORDYCE: Calls for speculation.

26 THE COURT: Sustained, she wouldn't know, she's had

27 not there.

28 Q. BY MS. IBARRA: Did you have any indications by

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1 anything that they said or Mr. Stein said that the tribal

2 council asked Mr. Stein questions about the resolutions

3 outside of your presence?

4 A. I don't want to say I assume. I have would say yes

5 if there were substantive questions. I'd have to get a

6 specific resolution in my mind to think of if it's something

7 that they would have questions that Mr. Stein would know the

8 answer to better than I would substantively.

9 Q. I see. Did you attend all the tribal council

10 meetings?

11 A. I certainly attended the vast majority. I doubt I

12 attended all.

13 Q. Did you have indication that's Mr. Stein attended

14 all of the tribal council meetings?

15 A. I would say the same I believe he attended the vast

16 majority, I don't know if he attended all.

17 Q. What about, did you draft all the contracts when you

18 were -- during your tenure with the tribe?

19 A. I don't recall if -- if some were presented by the

20 vendors and I reviewed them, if some were prepared by the

21 other -- well by the other party to the contract, I don't --

22 so all -- the answer to all would be no because obviously

23 some were prepared by either party to the contract.

24 Q. So let me ask you if you prepared all the contracts

25 on behalf of the tribe.

26 MR. FORDYCE: It's vague and ambiguous.

27 THE COURT: Overruled?

28 A. All the contracts to which the tribe was a party? .

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1 Q. BY MS. IBARRA: Yes.

2 A. The answer would be no because I believe some of

3 them would have been prepared by whoever the other party was

4 to the contract and then I would review them.

5 Q. Okay. So let me just ask you directly, did Mr.

6 Stein draft any of the contracts?

7 A. I don't know if he drafted his contract or not, I
8 know he had counsel, I don't know if he drafted it or counsel
9 drafted it, and I -- I can't recall other contracts that he
10 drafted but -- I can't recall any.

11 Q. Okay. So let me just ask you about specific ones.

12 Do you know who Richard Polanco is?

13 A. Yes.

14 Q. Do you know that he entered into a contract with the
15 tribe?

16 A. I have heard that after the fact, yes.

17 Q. Okay. So do you know [TK*RG] -- do you recall if
18 you drafted it, if you drafted that contract with Mr.

19 Polanco?

20 A. I don't recall drafting that, no.

21 Q. So who else would have drafted it if not you.

22 MR. FORDYCE: Calls for speculation.

23 THE COURT: Well yeah, I guess if she knows who

24 drafted it, yeah.

25 MS. IBARRA: Oh.

26 Q. Do you know who drafted the contract between Mr.

27 Polanco and the tribe?

28 A. No.

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1 Q. Do you have any reason to believe it would have been

2 Mr. Stein?

3 A. No. My recollection is senator Polanco arrived

4 after I was gone.

5 Q. Okay.

6 A. That's my recollection from now.

7 Q. And when did you leave the tribe?

8 A. The spring of '06.

9 Q. Spring of '06. So this is when the Libra money was
10 coming in?

11 A. Correct. It was on route -- well, yes. I don't --
12 I'm trying to think of when I left relative to when the money
13 actually came in, I think I stopped working some number of
14 weeks before that.

15 Q. Okay. I'll ask you more about that?

16 A. Okay.

17 Q. But I'll return to that. Let's go through first, do
18 you recall litigation between some of the tribal council
19 members and the Morales group, do you know who the Morales
20 group is?

21 A. Yes.

22 Q. If I refer to them as such? Do you recall that

23 litigation?

24 A. Yes.

25 Q. Who did you -- did you represent the tribal council

26 members in that?

27 A. I represented a number of them, not all of them.

28 Q. Do you recall who you represented?

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1 A. I believe I represented everybody except Sam

2 Dunlap.

3 Q. And who represented Mr. Dunlap?

4 A. Mr. Stein.

5 Q. So were you co-counsel with Mr. Stein in that
6 litigation?

7 A. Yes to the extent that we represented co-parties on
8 the same side of the table. We didn't co-counsel represent
9 any individual person.

10 Q. Got it. But you did substitute in as Mr. Dunlap's
11 counsel at some point?

12 A. Yes. At some point after the summary judgment
13 motion, Mr. Stein substituted out and I took over
14 representing Mr. Dunlap.

15 THE COURT: Why did that happen?

16 A. We lost the summary judgment motion and all that was
17 left to do was for lack of a better term, mop up.

18 Q. BY MS. IBARRA: Do you recall whose decision that
19 was?

20 A. As between Mr. Dunlap and Mr. Stein, I don't know
21 how they came to that conclusion.

22 THE COURT: You don't know how you were retained or
23 why you were retained?

24 A. Well no, between Mr. Dunlap and Mr. Stein, I don't
25 know how --.

26 THE COURT: What happened between them or?

27 A. Right other than the case was just being wrapped up
28 and so --.

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1 THE COURT: Okay so what did Dunlap say, did he --?

2 A. I don't recall how -- other than I remember the case

3 was being wrapped up and there wasn't significant work left

4 to do.

5 THE COURT: Okay?

6 A. And.

7 THE COURT: Okay?

8 A. Yeah.

9 Q. BY MS. IBARRA: So when Mr. Stein was engaged there
10 was significant work to do?

11 A. Yes.

12 Q. And did you guys do it together.

13 MR. STEIN: Objection vague as to tooth.

14 THE COURT: Sustained.

15 Q. BY MS. IBARRA: Did you guys work on pleadings
16 together in that case?

17 A. It was a coordinated pleading so yes. There was
18 only one complaint with multiple parties, there wasn't

19 separate case that's were joined or anything, so there was

20 one operative documents.

21 Q. I see. And you were defending against a motion for

22 summary judgment, right?

23 A. Yes, we were the Plaintiffs, so we were defending

24 the summary judgment.

25 Q. So you -- so do you recall who worked on the

26 opposition to the motion for summary judgment?

27 A. I believe I did most of it.

28 Q. Okay. But Mr. Stein worked on some of it as well?

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1 A. Yes.

2 Q. Do you recall whose idea it was to initiate --

3 because you represented Plaintiffs, right?

4 A. Correct.

5 Q. In the action against Mr. Morales or the Morales

6 faction?

7 A. Correct. Oh how the whole thing came about?

8 Q. Yeah.

9 A. There was great dissatisfaction among the council

10 members with the Morales folk and I believe Mr. Stein

11 suggested that maybe they should think about suing the

12 Morales folk.

13 Q. So it was a strategic decision is that --?

14 A. Yes.

15 Q. And was any advice given about whether it should be

16 the tribe as an entity versus the individual Defendants --

17 the individual tribal council people who should initiate the

18 action?

19 A. I remember having that discussion and I'm
20 embarrassed to say I don't remember the substance of the
21 discussion. I remember that -- at the time we had a reason
22 that we didn't want to use the tribal -- well strike that.
23 Because we didn't want the membership to have to get involved
24 in it.

25 Q. Oh I see.

26 A. If the tribal council was the -- if the tribe or the
27 tribal council LLC whatever that entity was, was a party,
28 then the membership you know would get involved in that.

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1 Q. So --.

2 A. So if it was just individuals then they could --

3 then individuals could make the decision to file the

4 litigation without consulting with the greater tribe itself

5 is my recollection.

6 Q. Okay. And do you recall who rendered that advice?

7 A. I think Mr. Stein and I jointly because when we were

8 talking about strategy of whether we should do it, how it

9 would affect everybody, we were both involved in the

10 conversation with the tribe -- with the council members make

11 that long decision.

12 Q. And then they adopted --

13 A. That strategy.

14 Q. -- that strategy? Do you recall that there was a

15 mediation in this case?

16 A. Yes.

17 Q. So were you present at the mediation?

18 A. Yes.

19 Q. Was Mr. Stein present at the mediation?

20 A. Yes.

21 Q. Do you recall his role at the mediation?

22 A. He was representing Mr. Dunlap and I was

23 representing the other parties, the other Plaintiffs.

24 Q. Would you be surprised if I told you that some

25 tribal council members don't recall that you were at the

26 mediation?

27 A. Yes I'd be surprised.

28 Q. Do you think there's an explanation for that?

1 A. No the only thing I can think is I don't recall --
2 Peter marks was our mediator, I don't recall if Mr. Markow's,
3 if he separated us based on who was represented by who or how
4 he divied people up.

5 Q. Did Mr. Stein take a prominent role in the
6 mediation?

7 A. Yes.

8 Q. So was he doing a lot of talking?

9 A. Yes.

10 Q. So is there anything specifically that you can
11 recall about that mediation?

12 A. The case didn't settle.

13 Q. So did it not go well?

14 A. It did not go well.

15 Q. What else can you tell me about the mediation if it
16 didn't go well.

17 THE COURT: Why it didn't go well.

18 MS. IBARRA: Yes why it didn't go well.

19 MR. STEIN: Objection relevance.

20 THE COURT: Overruled?

21 A. There was a lot of -- it was loud, it was -- it
22 was -- it was not in the tone of mediation.

23 Q. BY MS. IBARRA: Was it the tone that you would
24 ordinarily take in a mediation?

25 A. No.

26 Q. Was it the tone that Mr. Stein would ordinarily take
27 in the mediation?

28 A. I don't know how he would ordinarily proceed in a

1 mediation.

2 Q. Had you ever been in mediation with him before?

3 A. No.

4 THE COURT: What was -- what was your tone and what

5 was Mr. Stein's tone what was the tone of the tribal members

6 [-FRPBL] the tribal members were --.

7 MR. STEIN: Tribal council members or tribal

8 members.

9 THE COURT: Tribal council members they were the

10 ones who were the Plaintiffs right.

11 MR. STEIN: Thank you?

12 A. Start with them, they're most, most clients are

13 pretty compliant they've never [-P] been there and they just

14 sort of sit and it goes on. From the outside Mr. Stein was
15 very loud and threatening to the Morales folk and we weren't
16 there for -- my recollection is it didn't go investigate
17 before Mr. Markow's said this isn't going anywhere.

18 Q. Anything else about that?

19 A. It was just loud and demanding and threatening and
20 I'm going to take your house, I'm going to take everything
21 you own.

22 Q. All right.

23 A. It didn't settle.

24 Q. Okay. So ultimately what happened --

25 THE COURT: That's what Mr. Stein was saying, right?

26 A. Yes.

27 THE COURT: Okay we've already had testimony about
28 that so you're not tell us anything we haven't heard?

1 A. So counsel freeze, it didn't settlement.

2 Q. BY MS. IBARRA: So what happened after that
3 litigation?

4 A. At some point after that the Defendants filed a
5 motion for summary judgment which was granted.

6 Q. And after that was there a judgment taken?

7 A. Yes I believe there was.

8 Q. So after the judgment was taken, was there any
9 negotiations to bring down the judgment?

10 A. I don't recall any. I'm not saying there weren't, I
11 just don't recall because I didn't have a very good working
12 relationship with defense counsel so.

13 Q. Do you recall that it led Mr. Dunlap to file for
14 bankruptcy?

15 A. Yes.

16 Q. It did? Did you do any work on behalf of Mr.
17 Dunlap's bankruptcy?

18 A. I gave any information that the bank bank attorney
19 needed, I forwarded that to him, [THR-FRPL] -- I think it was
20 before Mr. Dunlap filed the bankruptcy, there were some
21 collection efforts that I worked on, I believe the time was
22 there were some collection efforts that I work on
23 particularly Playa Vista because I had some friends over
24 there and then there was a garnishment on the Playa Vista
25 check and then I believe the bankruptcy and then I just
26 forwarded [T*] everything to bankruptcy counsel.

27 Q. So I'm going to show you some documents that might
28 refresh your recollection, first one is exhibit 36 in the

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1 blue binders?

2 A. Are these from us.

3 Q. Not those?

4 A. Oh I wanted to make sure -- I just wanted to make

5 sure it wasn't left over from the [PEUFPS].

6 THE COURT: Yeah, no.

7 MR. FORDYCE: And 36 is not previously identified.

8 THE COURT: Oh 36 is a new one.

9 MR. FORDYCE: New new, new new but in the binders

10 not identified.

11 MS. IBARRA: Not yet identified?

12 A. What number are you looking for.

13 Q. 36.

14 THE COURT: I don't have it written down but do you

15 have it as identified.

16 MS. IBARRA: Yeah no, it hasn't been identified?

17 A. I have the binder starting 100.

18 Q. No it's a blue binder I'll help you. It has not

19 been previously identified. Have you seen this before?

20 A. If it's an e-mail to me, I assume I have, yes. Do

21 you want me to read through it, is there any [TEUPBG] part

22 you have want me to read first.

23 Q. Can we start at the beginning because it's a threat?

24 A. So the beginning being the front page or the last

25 page.

26 Q. The second page, I think a couple of exhibits got

27 copied together so I'm only concerned with Page 1 and 2?

28 A. Okay.

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1 Q. So at the bottom of the second page?

2 A. Uh-huh.

3 Q. Is that an e-mail from you to Mr. Stein, November

4 30th, 2005?

5 A. Okay, I got the complaint we need to get samples B K

6 attorney on the phone?

7 Q. Uh-huh.

8 A. Okay.

9 THE COURT: And come up with a coordinated strategy?

10 A. Yes.

11 Q. BY MS. IBARRA: So you were coordinating work with
12 Mr. Dunlap's bankruptcy attorney?

13 A. Yes.

14 Q. Okay. So what's Mr. Stein's response to you, at 159
15 on the same date?

16 A. Do you want me to read it or read it to myself.

17 Q. Yes can you read it?

18 A. Dear Rae, can I ask you to come in for a planning
19 session on Sam's BK. We're not going to leave this to his
20 lawyers. We will do thing thoroughly to ensure the best
21 possible result. I look forward to see you, signature.

22 Q. Best result possible, I think is what it says?

23 A. Yes.

24 Q. And then had you respond would you just characterize
25 it as like scheduling? And then on Five at 506, Mr. Stein

26 responds to you, all right, can you read that into the
27 record.

28 THE COURT: In fairness I think you should probably.

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1 MS. IBARRA: Read it.

2 MR. STEIN: It's quite a bit more than scheduling,
3 yeah.

4 MS. IBARRA: So.

5 Q. So why don't you read the four 29 Rae Lamothe
6 response to Mr. Stein?

7 A. Four 29.

8 Q. Yeah, four 29 p.m. e-mail from Rae to Stein?

9 A. Okay I've read it, sorry I've read it to myself do
10 you want me to read it into the record.

11 Q. Yes.

12 A. Okay. I'm in court in Lancaster all day tomorrow
13 and Friday. I mean all day. Yesterday the judge kep us
14 until 7:30 p.m. Next week is wide open. Sam is meeting with
15 his attorney, Scott Rudibaugh, R-u-d-i-b-a-u-g-h, Monday at
16 2:00 p.m. Sam will decide Monday if he wants Scott to handle
17 the adversary complaint or if he's going to retain a
18 different BK attorney. I told Sam I would be available by
19 phone Monday if Scott has any questions. We will need to
20 feed the factual info, et cetera, to Sam's BK attorney to
21 file a responsive pleading. I don't know enough about BK to
22 even know if it should be an answer or a 12(b)(6) motion.

23 Q. So then at 506 Mr. Stein responds, can you read that
24 into the record?

25 A. Dear Rae, Sam needs to have his attorney, the
26 attorney of record for his adversary proceeding, however we
27 have to represent the tribe's point of view which can
28 probably be done through a declaration through from the

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1 tribal GC backed up with an extensive list of exhibits. The
2 key points are, one, we are the tribe and not the Inc. i-n-c,
3 two, the BK court should not decide any such controversy as
4 to who is the quote tribe, and three, the exact nature of the
5 judgment, which makes it dischargeable. I would like to be
6 sure you do most of the work under my supervision, Sam's
7 attorney should work with us but must follow our direction.

8 If there is a money problem I will consider paying for it but
9 then not everybody may be happy with my requirements if I do
10 so.

11 Q. And then the last one is from you to Mr. Stein,
12 right, at 7:13?

13 A. From me?

14 Q. Yeah.

15 A. What works for you, re: time to get together.

16 Q. So I want to focus on the 506 p.m. e-mail from Mr.
17 Stein to you. So you were --?

18 A. Oh yes.

19 Q. So the 506 e-mail Mr. Stein is emphasizing that
20 you're representing the interest of the tribe in Mr. Dunlap's
21 bankruptcy proceeding, is that correct?

22 A. Yes.

23 Q. And is this indicative of how he delegated legal

24 work to you?

25 A. Not typically because this was -- what was unique
26 about this is as you can see from my prior response I know
27 very little if nothing about bankruptcy so -- and this was
28 just a unique proceeding that I wasn't familiar with at all.

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1 Q. So what does that mean about why this wasn't
2 indicative? Are you trying to say that he gave you more
3 direction than ordinary?

4 A. I would say so yes because it was something that was
5 out of my wheel house.

6 Q. Was it typical for Mr. Stein to ask attorneys who
7 worked representing the tribe to follow his direction?

8 A. I'm not following the question.

9 Q. Okay. So we're focusing on the 506 p.m. e-mail?

10 A. Right.

11 Q. So if you look at the fourth paragraph, only one
12 line?

13 A. Right, samples attorney should work with us but must
14 follow our direction?

15 Q. Yes.

16 A. Okay I see that.

17 Q. So is that typical of how Mr. Stein would interact
18 with attorneys who were not representing the tribe?

19 A. I can't say typical because I can't think of any one
20 other than Mr. Rudibaugh that fell into -- I can't think of a
21 scenario other than this that the circumstance would have

22 arisen that that was you know an opportunity.

23 Q. So you weren't --?

24 A. I can't say typical because I can't think of any

25 other similar scenario.

26 Q. So there wasn't usually third party attorneys that

27 you needed to coordinate with?

28 A. Not that I can think of. I'm trying to think of if

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1 there were any -- I can't think of any situations where there

2 was an -- something separate that would have affected the

3 tribe.

4 Q. Do you recall anything else about Mr. Dunlap's

5 bankruptcy?

6 A. He was upset at having to file bankruptcy I know

7 that?

8 A. No I mean I remember periodically Mr. Rudibaugh

9 would ask for some information, I'd forward it to him but

10 that's about as much as I remember about it.

11 Q. So before we move on from this exhibit, do you

12 recall any e-mail like this or similar to this during the

13 Morales litigation?

14 A. I don't recall any but I assume there were e-mails

15 back and forth because we had co -- I don't know what you

16 call them co clients d clients on the same side and we were

17 coordinating so I assume Yes, there were e-mails back and

18 forth about how we were going to do different parts of the

19 paperwork.

20 Q. Is it fair to say Mr. Stein directed the strategy.

21 MR. STEIN: Vague as to what strategy.

22 THE COURT: Overruled?

23 A. Yes.

24 Q. Okay. So let's move on to the Libra agreement. So

25 you were -- puff said yesterday that you wouldn't recall the

26 name Libra if it hadn't been brought up, right?

27 A. Correct.

28 Q. So this was around the time that you were leaving?

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1 A. Yes.

2 Q. Do you recall the specific month that you left?

3 A. I would have said May or June but my -- when I

4 started thinking about it I started thinking I think I
5 stopped actually working before I formally was replaced so
6 sometime between February and June of '06 I would say.

7 Q. Do you recall doing any work for the Libra
8 agreement?

9 A. I don't.

10 Q. So it's fair to say you weren't the chief negotiator
11 in the Libra agreement?

12 A. Correct.

13 Q. Do you know if Mr. Stein was?

14 A. As far as negotiating the substance of it?

15 Q. Any portions of it if you were aware?

16 A. I believe he did the initial discussions and
17 negotiations with Libra and then after the tribe had counsel
18 on it, I don't know because identify left by that point, I
19 don't know how the division of labor went.

20 Q. And do you recall Ms. Marilyn Barrett?

21 A. Yes.

22 Q. Do you recall what her role was in the Libra

23 agreement?

24 A. My recollection -- my recollection is that her

25 firm -- either Marilyn and her firm were retained to do the

26 transaction work with the Libra agreement or to bring Libra

27 into as an investor.

28 Q. Were you aware that she was terminated?

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1 A. ?

2 A. Via the grapevine, yes.

3 Q. Oh did you hear from Ms. Barrett?

4 A. At some point I knew Marilyn -- Ms. Barrett was no
5 longer working for tribe but that would have been
6 substantially after the fact.

7 Q. Okay. So you don't recall specifics. Let's look at
8 Exhibit 41 in the same book, the blue one.

9 THE COURT: I think this one is new too, right.

10 MS. IBARRA: This is new.

11 MR. FORDYCE: What number is that counsel I
12 apologize.

13 MS. IBARRA: 41.

14 MR. FORDYCE: Thank you.

15 Q. Actually we'll figure this out together because I
16 can't figure out if these are in order or they don't look the
17 same but they look to be related and they were copied
18 together. So do you recall this e-mail?

19 A. Prior to seeing it, I don't have a specific

20 recollection of it but I can look at it and refresh my

21 recollection.

22 Q. Yes. To see if like the substance is familiar?

23 A. Okay.

24 Q. Okay. So you're copied -- you're copied in an

25 e-mail chain that originated between Mr. Stein and Mr. Sammy

26 Lai or you're forwarded an earlier chain?

27 A. Yes.

28 Q. Do you know who Mr. Sammy Lai is?

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1 A. I didn't -- until I saw this, I didn't recall but --
2 I don't have an independent recollection, based on this he
3 appears to be somebody with Libra Securities.

4 Q. Okay. Do you recall the e-mail forwarded to you
5 from Mr. Stein with instructions from Mr. Sammy Lai on what
6 they need? So I'm looking at the e-mail that's March 23,
7 2006, 10 49 from Sammy Lai to Mr. Jonathan Stein and then
8 forwarded to you?

9 A. I don't recall it independently but I recognize
10 this, looking at it.

11 Q. Can I have her read that into the record from Sammy
12 Lai to --

13 THE COURT: Sure.

14 MS. IBARRA: So Sammy Lai to Mr. Stein 10 49 on
15 March 21st, can you read that?

16 A. I'm still going through the materials. I'm in the

17 midst of revising the memo. I'd like to distribute a new
18 draft tomorrow morning and then we can see where we are then.
19 At this point the items I'm missing are one, joint resolution
20 96, two, petitions to the BIA, three, McCain slash Pombo
21 legislation, four, judgment and lawsuit between you and SG
22 band, Five, compacts with Pala p a l a, Viejas v i.e. j a s
23 and palm as p a l m a tribes. Six race track lawsuit,
24 question mark, seven, current tribe debts.

25 Q. And then can you read Mr. Stein's e-mail to you at
26 11 '03?

27 A. See below. I hope you can take responsibility for
28 numbers one, four, Five, and seven. I will of course help

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1 you with each. Call me this afternoon so we can discuss
2 approach. All work has to be finished [KREUBG] will be by
3 Sunday meaning that I need your work before then.

4 Q. Do you recall, does that refresh your recollection
5 as to these tasks?

6 A. Yes.

7 Q. And then, so the second page actually has some more
8 e-mail exchange, if you see --.

9 THE COURT: It's almost 12 and I have to be
10 somewhere at 12 so we will resume 130.

11 MS. IBARRA: Okay thank you.

12 THE COURT: All right thank you.

13 (Noon break.) 11:55 AM to 01:34 PM

14 THE COURT: Gabrielino-tongva Tribe versus Stein,

15 BC361307 good afternoon.

16 MS. IBARRA: Good afternoon.

17 MR. FORDYCE: Good afternoon.

18 MR. STEIN: Good afternoon Your Honor.

19 THE COURT: Ms. Lamothe do you want to come forward

20 so we can finish. And you understand you're still under

21 oath?

22 A. Yes.

23 Q. BY MS. IBARRA: Ms. Lamothe we left off discussing

24 Exhibit 41?

25 A. Yes.

26 Q. So there two related e-mail chains, right?

27 A. In Exhibit 41, yes.

28 Q. In Exhibit 4. I think one is supposed to be 41 and

1 the other is 42 technically and I realize that 42 is actually
2 the second one but they're also copied together in 41 so we
3 can just go with that since they're related?

4 A. It looks like 42 begins with the last page of 41
5 which is an e-mail string and then continues with some other
6 stuff.

7 Q. Oh yeah. Let's stick with 41?

8 A. Okay.

9 Q. Because I don't know what the other stuff is?

10 A. Okay.

11 Q. It's an even bigger mess so let's stick with 41
12 since that's complete. So we left off with the part of the
13 e-mail chain where you're getting direction from Mr. Stein,
14 so can you read that, it's actually the first page, the top

15 part of the first page, 11 '03 a.m. and this is from Mr.

16 Stein to Ms. Rae Lamothe?

17 A. Rae, see below, I hope you can take responsibility

18 for number one, Number 4, Number 5, and Number 7, I am of

19 course help you with each. Call me this afternoon so we can

20 discuss approach. All work has to be finished correctly by

21 Sunday mean I need your work before then.

22 Q. Okay and Number 4 -- Number 41 Number 4 Five and

23 Number 7 refers to Mr. Sam lies points that we discussed

24 earlier in the e-mail from 10 49 a.m.?

25 A. Yes.

26 Q. To Mr. Stein, correct?

27 A. Yes.

28 Q. And turning to the second page, which is an awkward

1 continuation of the same e-mail chain, your response to Mr.

2 Stein appears to be at 110 p.m..

3 MR. STEIN: What page is this.

4 MS. IBARRA: Second page of the same [KPEUBGT].

5 MR. STEIN: And 110 p.m., very good.

6 MS. IBARRA: Yes Ms. Lamothe.

7 MR. FORDYCE: I'm with you now.

8 Q. Can you read that.

9 A. It's my e-mail back to Mr. Stein at 1:10. Here is

10 the Pala, p-a-l-a, compact, the model compact to which

11 Viejas, v i e j a s, and Pauma, P-a-u-m-a, are signatories

12 and the Viejas and Pauma amendments. There is no Palmas,

13 p-a-l-m-a-s, but there are lots of Palmas, P-a-l-m-a-s,

14 casinos around the world to track down. I assume you want

15 Pauma, P-a-u-m-a, I'll drop off the hard copies tomorrow.

16 Q. And then can you read the top, which is Mr. Stein's

17 response to you at 1:26 p.m.?

18 Q. Dear Rae, one, please make sure you have all

19 compacts and all parts of compacts for Pala, p a l a, Pauma p

20 a u m a and Viejas. Two, please mark the hard copies where

21 the exclusivity clauses are, both in the original compacts

22 and in the Schwarzenegger amendments, Schwarzenegger is the

23 governor spelling. Three, please write a summary of the

24 problems created for Gabs, G-a-b-s, by the exclusivity

25 clauses. I will then use to write how we will overcome the

26 problems. Four, you can bring these materials with you on

27 Sunday. Once again, I need a complete job to the best of

28 your abilities and not just a quick run through.

1 Q. I want to focus on Number 3 of those?

2 A. Correct.

3 Q. So writing a summary of the problems created for the
4 Gabs by the exclusivity clause. So he's requesting that you
5 write -- you identify what the problems are?

6 A. Yes.

7 Q. And he's suggesting that he will do the analysis of
8 what the solutions are?

9 A. Yes.

10 Q. Is this indicative of the relationship you had with
11 Mr. Stein?

12 A. I don't know if indicative is the right word, I mean

13 it's how this event was handled.

14 Q. Is there a better word?

15 A. I just think it is how this sequence of tasks was

16 handled.

17 Q. Did you have a collaborative relationship when it

18 came to legal tasks?

19 A. As to the tribe, not really. I mean there was --

20 there wasn't a lot of legal work to be done, there was a lot

21 of leg work ton to be done. So as to all of the tribal

22 organization stuff we worked together on [T-RBG] the legal

23 work, like we discussed before Mr. Stein would give the

24 substance of what needed to be done and then I would

25 formulate it.

26 Q. Okay but we don't think this is a legal task so

27 write a memo on how to overcome problems.

28 MR. STEIN: Objection calls for expert testimony.

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1 THE COURT: Overruled.

2 Q. BY MS. IBARRA: In your understanding?

3 A. Right I think this is.

4 Q. This is?

5 A. Yes.

6 Q. So this is -- you thought Mr. Stein was

7 collaborating with you in he's kind of identifying legal

8 problems and identifying them?

9 A. I don't think it is [KHREB] rating it was splitting

10 the task. According to that I was going to find the

11 exclusivity clauses which are the clauses in the [KPA*BGZ]
12 that say that a particular tribe has an exclusive compact and
13 then forward that onto Mr. Stein.

14 Q. But Mr. Stein was engaging in legal work.

15 MR. STEIN: Objection leading.

16 THE COURT: This is cross, overruled?

17 A. As to this, yes, it would appear so.

18 Q. So moving on to Exhibit 32 which -- this has been
19 previously marked.

20 MR. FORDYCE: Yes identified on July 7. This is the
21 lock letter letter.

22 MS. IBARRA: And I think actually you have
23 identified it as well?

24 A. We looked at it yesterday.

25 MR. STEIN: We're missing it in our notebook.

26 THE COURT: Well it's in mine, yeah.

27 MS. IBARRA: Oh I have an extra copy.

28 MR. STEIN: Sure if I would, that's all I want it

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1 [S*] to find it.

2 THE COURT: You can use your computer.

3 MR. STEIN: Would it be easier [TKPOE] me --.

4 THE COURT: No no.

5 MS. IBARRA: -er you go.

6 MR. FORDYCE: [THAEUFRPLGZ] very much.

7 MS. IBARRA: No worries.

8 Q. So you identified this yesterday, right?

9 A. Yes.

10 Q. Did you draft this?

11 A. I don't believe I did.

12 Q. Do you know when drafted it?

13 A. I would assume -- if I didn't I would assume Mr.

14 Stein did.

15 Q. Would anybody else have drafted it?

16 A. Not that I can think of.

17 Q. Are you familiar with the substance of the memo? It

18 was a long time ago so?

19 A. That's why I'm going to -- yesterday we were looking

20 at it for the letterhead, so let me just look at the

21 substance of the -- okay I generally recognize it.

22 Q. Was this -- did you ever hear Mr. Stein discuss the

23 ideas described here?

24 A. Yes.

25 Q. Did you hear him describe the ideas described here

26 to the tribal council?

27 A. Generally yes.

28 Q. So let me -- there's been testimony that there was a

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1 meeting before this meeting took place, the April 6, 2004

2 meeting of the tribal council, do you have any recollection

3 of that.

4 MR. STEIN: Objection that wasn't the testimony, it

5 was a meeting in Sacramento not a meeting of the tribal

6 council.

7 MS. IBARRA: Okay let me ask you --.

8 THE COURT: That might be right offered -- I mean

9 sustained.

10 Q. BY MS. IBARRA: Okay were you at this Sacramento
11 meeting on April 6, 2004?

12 A. I was at a meeting in Sacramento, I don't know if it
13 was this date or not.

14 Q. Were you at a meeting with Bill Lockyer?

15 A. I don't recall if he attended or people from his
16 office attended the meeting I was at. I know it was with his
17 office and I don't recall if he was there, I'm trying to --
18 because I can visualize, I don't recall if he was there or it
19 was people from his staff.

20 Q. Oh so do you recall meeting at a meeting with people
21 from I guess it the California Department of Justice?

22 A. The Attorney General.

23 Q. The Attorney General office?

24 A. At the time it would have been the Attorney

25 General.

26 Q. So it would have been the Attorney General's office?

27 A. Yes.

28 Q. Do you recall meeting at a meeting with the Attorney

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1 General's office where the substance of this memo was

2 discussed?

3 A. Yes.

4 Q. Was Mr. Stein there?

5 A. Yes.

6 Q. Were the tribal council people there?

7 A. Some were, I don't think everybody was available to
8 travel, I don't recall. I know certainly some people were
9 there.

10 Q. And do you recall who made the presentation on
11 behalf of the tribe?

12 A. Mr. Stein.

13 Q. Did you have any input into this memo?

14 A. Not that I recall, I'm not saying I didn't, I'm
15 saying I don't recall anything specific, looking at anything
16 specific that I contributed.

17 Q. Do you think that this is a legal memo.

18 MR. STEIN: Objection the expert has already
19 testified that it is not legal work.

20 THE COURT: Why are we suggesting an answer, Mr.
21 Stein? Objection ground, okay?

22 MR. STEIN: Sure, sure I'm sorry. I'm tired out

23 that's all, just tired out.

24 THE COURT: Right.

25 Q. BY MS. IBARRA: Do you think this is legal work.

26 MR. STEIN: Objection calls for expert opinion.

27 THE COURT: Overruled?

28 A. It certainly presents heel opinion but I believe it

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1 was the collection of things -- you shouldn't say that, I

2 don't know -- it certainly presents legal opinions.

3 Q. And do you recall -- I don't know if I already asked

4 you, do you recall Mr. Stein discussing these ideas with the

5 tribe?

6 A. Generally, yes.

7 Q. Now, let's look at exhibit 569 which is the SMDC

8 agreement which you looked at yesterday?

9 A. I know I'm just looking for it.

10 Q. Yeah.

11 THE COURT: Do you have it in your binder.

12 MS. IBARRA: Yeah.

13 THE COURT: Is it in the first volume.

14 MS. IBARRA: Yes, it is.

15 THE COURT: Which number is it.

16 MS. IBARRA: 569.

17 THE COURT: No in your binders because I have your

18 binder up here.

19 MS. IBARRA: You know we've just been using the

20 other one so I don't know what the number is for mine.

21 MR. FORDYCE: Does Your Honor need a copy of 569.

22 THE COURT: No I'm sure I have it.

23 MS. IBARRA: I've just memorized 569 because we've

24 seen it so much.

25 Q. Let me just ask you generally, so was it your

26 practice to review the resolutions that had been prepared.

27 MR. STEIN: Your Honor can we have just a moment.

28 MS. IBARRA: I'm just asking her generally.

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1 MR. STEIN: If we could have just a moment.

2 MS. IBARRA: I'm not looking at the documents.

3 THE COURT: All right.

4 Q. BY MS. IBARRA: Was it generally your practice to

5 make sure the resolutions accurately reflected what had
6 occurred with the tribal council?

7 A. As in ones that I prepared as opposed to reviewing
8 prior ones and making sure they were accurate.

9 MS. IBARRA:

10 Q. Well let's take it in steps?

11 A. Okay.

12 Q. For the ones that you prepared?

13 A. They generally were prospective but they accurately
14 reflected what the council agreed to.

15 Q. So what about the ones that were prepared before you
16 became general counsel?

17 A. My recollection is I used those as templates and
18 I -- if needed for future resolutions I extracted information
19 from earlier resolutions. I don't know if I really reviewed
20 them for substance. I don't recall what the earlier

21 resolutions were to know if they were of any import to what
22 was happening currently.

23 Q. So on 569 if you could look at resolution Number 10
24 which is the first resolution after the actual contract?

25 A. That would be page --.

26 Q. It's going to be Page 33 of the document and there's
27 a simple Bates stamp of 00 234?

28 A. Okay. I'm there.

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1 Q. Okay. .

2 THE COURT: Is that resolution 37.

3 MS. IBARRA: No that's resolution Number 10.

4 MR. STEIN: Objection Your Honor the witness was not
5 here -- was not general counsel [TAFT].

6 Q. BY MS. IBARRA: Ms. Lamothe.

7 THE COURT: What did I say about objections Mr.
8 Stein.

9 MR. STEIN: No --.

10 THE COURT: What did I say about that.

11 MR. STEIN: Speculation, speculation Your Honor.

12 THE COURT: You know, you keep trying to suggest
13 answers to the witness.

14 MR. STEIN: Your Honor, I really am not.

15 COURT ATTENDANT: Counsel, don't speak over the
16 court.

17 MR. STEIN: With all due respect, I may have made a
18 mistake, but I'm really not doing anything nasty or sublime.

19 THE COURT: The tone that you have at this moment.

20 COURT ATTENDANT: Counsel.

21 THE COURT: Is very nasty, Mr. Stein, and it has
22 been throughout the trial. I understand this is a difficult
23 for trial for you. I understand that, I really try, but over
24 and over I keep telling you please don't do this, please
25 don't do this, even the witnesses are telling you to keep
26 your voice down.

27 MR. STEIN: Sure.

28 THE COURT: I know it's a difficult trial but we

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1 just -- we have rules of evidence and orders that we need to

2 abide by in court.

3 MR. STEIN: My apologies Your Honor I am fatigued, I
4 have really wish we could take the day off, I'm beyond
5 fatigued I've had about 10 hours of sleep in Five days I
6 average two hours of sleep for Five Dave's now so forgive me
7 for not being fully no notion I apologize I agree with the
8 Court's of [TKPHEPTS] think I the comments can appropriate
9 and I just hum Lee apologize.

10 THE COURT: I appreciate that just keep it in mind
11 about going forward please.

12 MR. STEIN: Well I'd like to --.

13 THE COURT: Do you want a break.

14 MR. STEIN: Yeah I would, I would Your Honor.

15 THE COURT: Let's take a break.

16 MR. STEIN: And I kind of wonder whether I should go
17 straight to the emergency room but let me just take a

18 break.

19 COURT ATTENDANT: Do you need medical assistance.

20 THE COURT: I think we should call somebody if

21 you're concerned.

22 (Break taken.) 01:52 PM to 02:12 PM.

23 THE COURT: Gabrielino-Tongva Tribe versus Stein

24 BC361307. Are you ready to go forward or.

25 MR. STEIN: If I can just give a small explanation

26 to the court and it can be off the record it would be fine.

27 THE COURT: No I think we should just stay on the

28 record it would be best.

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1 MR. STEIN: Very good. It's been a tough week, I'm
2 the main account [SREUFT] in charge of closing the Santa
3 Monica airport after 100 years, we're getting resolution from
4 council on Tuesday, to close it I've been on the phone with
5 the city manager, the mayor and other person alleged six,
6 seven times a day besides these proceedings for maybe half an
7 hour each starting maybe 4:00 in the morning. I'm in charge
8 of the American branch of my father-in-law -- I don't know if
9 you've ever heard of a family office from China, but we have
10 a seven figure transaction and unfortunately, they look to
11 money not circumstances would be the best way to put it. And
12 then of course we have the seven figure matter in Van Nuys
13 that this court has most graciously allowed me to handle, we
14 settled out the second largest casino in Iowa out of the New
15 Orleans IP actions. It's been a very difficult doing all
16 that and of course preparing for each witness each day. So I

17 apologize to the court when my abilities have run short of
18 what the demands were and I apologize to the court that I'm
19 not a little bit stronger given a week with you know 10 hours
20 sleep over the course of Five days.

21 THE COURT: Well I think maybe we ought to adjourn
22 for the afternoon so you can rest, how's that.

23 MR. STEIN: Well two points on that, that would be
24 very kind and I would very much appreciate that. First of
25 all, with Rae Lamothe she's been she has a very busy practice
26 and she's a very successful practice and well liked lawyer in
27 [SAPBT] month and I'm just wondering, Delia was kind enough
28 to inform me she had maybe 10 to 20 minutes more maybe if we

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1 could at least get that done so if we did importune

2 Ms. Lamothe to come back on Tuesday perhaps it would fit more

3 carefully into her schedule Nye man [THAER] -- if it's only

4 the cross and the redirect we'll look at or I guess it's

5 redirect only.

6 THE COURT: Well if she has 10 minutes on her cross

7 then you would need your redirect, so I guess it would depend

8 on how long you want to stay, I think if you're that

9 exhausted you should go home and just rest.

10 MR. STEIN: That's exactly what I'd like to do I

11 just think that Ms. Lamothe has been so great to be here two

12 days already and I don't want to interrupt Delia train of

13 thought if that's --.

14 MS. IBARRA: I think it's up to Ms. Lamothe, you

15 know whatever?

16 A. Do you have want me to step out so you all can talk
17 would you tell me.

18 MS. IBARRA: We're going to be here either way but
19 Ms. Lamothe it sound like you're coming anyway?

20 A. If I have to come back I don't have a preference if
21 we do another 10 minutes or tack it on to the next visit.

22 THE COURT: Let's ask Mr. Stein and he's 19 not
23 feeling so well and tired so --.

24 MR. STEIN: Before I give me answer h just one
25 question h Delia do you feel confident in your material if
26 you picked it up on [TULS] it won't be a problem.

27 MS. IBARRA: I could, yeah and.

28 MR. STEIN: I have wouldn't mind.

1 MS. IBARRA: It would be maybe not compact than it
2 is right now.

3 THE COURT: Let's do that, I think that would be --
4 what's today Friday, we'll just take a weekend. So when do
5 you want her back.

6 MR. FORDYCE: Tuesday I suppose.

7 THE COURT: Tuesday.

8 MS. IBARRA: Tuesday because we're not here on
9 Monday he has a matter.

10 MR. STEIN: By the way we've arranged for an all the
11 day mediation on Monday so we're hoping to be able to fulfill
12 Judge Keeny's battle plan, avoid did he [HRA*EUZ] laying her
13 trial since she has such a packed schedule but make
14 settlement a certainty.

15 THE COURT: Okay thank you, sounds like huh a tight
16 schedule going.

17 MR. STEIN: I kind of hoped that [TH-FPL] would kind
18 of somehow magically finish in time for that to magically
19 begin at the right time but.

20 THE COURT: Okay so on Tuesday we need to give
21 Ms. Lamothe to come back or a time to come back so Neli could
22 you look at the calendar?

23 A. Can I go double check my calendar.

24 THE COURT: Sure go ahead?

25 A. I looked at it when we were in recess but I want to
26 double check.

27 THE COURT: Nine 45 looks good for us but
28 Ms. Lamothe you check your calendar, everybody check theirs.

1 The court reporter says she's good. Thumbs up Ms. Lamothe?

2 A. I'm wide open. So counsel tell me if that's good.

3 MS. IBARRA: Yes that's good for me.

4 MR. STEIN: And Your Honor I don't want to presume

5 given the clerks schedule, I don't want to presume.

6 {RIGHT1}: That's all right.

7 MR. STEIN: Given Niels schedule but [TPEUFPB] that

8 we are finishing early and I really do apologize about this

9 but would this be a good time to do just the simple

10 mechanical comparisons of identified, admitted, orders.

11 MR. FORDYCE: I'm good, I'm fine, you need to go.

12 THE CLERK: I'm going into four 15.

13 MR. STEIN: That's exactly what I need to do.

14 THE COURT: You can do what you want I just want to
15 make sure that.

16 MR. STEIN: Does that work for you as well.

17 MS. IBARRA: Yeah I'm fine I just need to call Mr.
18 Margolis and let him know not to come.

19 THE COURT: I think it's okay we can leave Mr.
20 Fordyce, Ms. Ibarra to work together with Nelli on that and
21 Mr. Stein you can get the rest you need and Ms. Lamothe you
22 understand Tuesday at nine 45?

23 A. Yes, I will be here.

24 THE COURT: Okay very good. All right Mr. Stein
25 make sure you get your rest, okay? .

26 MR. STEIN: You know can I point out one last thing,
27 was that officer Robinson, what a great guy.

28 THE COURT: He's good.

1 MR. STEIN: Very -- and for an emergency responder,
2 what an encyclopedia approach, very good.

3 THE COURT: All right thank you. 02:19 PM.

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