

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 11

2 09:55 AM.

3 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
4 BC361307, GOOD MORNING COUNSEL PLEASE MAKE YOUR APPEARANCES.

5 MS. IBARRA: GOOD MORNING DELIA IBARRA ON BEHALF OF
6 PLAINTIFF GABRIELINO-TONGVA TRIBE.

7 MR. STEIN: GOOD MORNING YOUR HONOR JONATHAN STEIN
8 ON BEHALF OF CROSS-COMPLAINANT AND DEFENDANT SMDC AND
9 CROSS-COMPLAINANT THE CRANE GROUP.

10 MR. FORDYCE: GOOD MORNING YOUR HONOR NIALL FORDYCE
11 ON BEHALF OF STEIN DEFENDANTS.

12 THE COURT: THANK YOU. OKAY DID YOU WANT TO TALK TO
13 ME A LITTLE BIT.

14 MR. STEIN: YES YOUR HONOR JUST TRYING TO CLEAR UP A
15 COUPLE OF MATTERS, THE FIRST IS SCHEDULING, AND THESE MATTERS
16 HAVE ALL BEEN DISCUSSED WITH OPPOSING COUNSEL. DAN CRANE IS
17 A PLAINTIFF HERE, HE WILL BE AVAILABLE ON MONDAY, HE'S
18 LEAVING FOR TWO WEEKS WITH HIS FAMILY IN PARIS TAKING
19 ADVANTAGE OF THE EXCHANGE RATES ON WEDNESDAY SO IT WOULD BE
20 BEST FOR HIM TO FLY OUT SUNDAY, HE SAID HE'LL TAKE THE RED
21 ION MONDAY SO THAT HE'S AVAILABLE ALL DAY IN CASE THE
22 COURT -- IN CASE THINGS RUN LONG AND OPPOSING COUNSEL SAID
23 SHE'S FINE BUT SHE HAD A SIMILAR REQUEST THEY'VE WANT TO SAY
24 FINE [SO*] TO THAT MAKE WEB HANDLE.

25 MS. IBARRA: YES MY EXPERT IS FROM SOUTH DAKOTA SO
26 HE'S TRYING TO GET OUT HERE NEXT WEEK, HE'S NOT ABLE TO COME
27 THIS WEEK, SO FIVE DAYS OF MINE -- I'M SUPPOSED TO HAVE FIVE
28 DAYS AND COUNSEL IS SUPPOSED TO HAVE FIVE DAYS SO I'LL TRADE

1 HIM ONE DAY, HE'LL TAKE CRANE EARLY AND I'LL TAKE MY EXPERT
2 AND HE'S ARRANGING NEXT WEEK.

3 THE COURT: OKAY. SO YOU ARE [SHAEURS] **.

4 MS. IBARRA: WE ARE HAD NOT RESTING BUT WE ARE
5 TAKING THINGS OUT OF ORDER.

6 THE COURT: WHAT IS THE NAME OF YOUR WITNESS.

7 MS. IBARRA: PHILIP HOAG AN.

8 THE COURT: AND WHAT IS THE PROPOSED DATE THAT
9 YOU'VE ARRANGED FOR HIM TO COME OUT.

10 MS. IBARRA: WE'RE LOOKING AT WEDNESDAY BUT I'M
11 SUPPOSED TO CONFIRM WITH HIM TONIGHT.

12 THE COURT: I'M JUST TRYING TO GET A SENSE OF WHEN
13 HE'LL BE HERE, LET US KNOW IF THAT CHANGES IF IT'S NOT
14 WEDNESDAY.

15 MS. IBARRA: YES, I WILL.

16 MR. STEIN: BUT YOUR HONOR I DO WANT TO MAKE SURE
17 THAT WE'RE NOT ACQUIESCING TO SOMETHING [THATS] BROUGHT-ER
18 THAN THIS, IN OTHER WORDS IF SHE RUNS OUT OF WITNESSES AND
19 HAS TO REST HER CASE RATHER THAN WAIT FOR ANOTHER WITNESS SHE
20 WOULD REST IT OTHER THAN MR. HOAG AN WHO WE'RE GIVEN
21 PERMISSION TO, I JUST DON'T WANT TO BE CAUGHT LATER SAYING
22 WELL SHE'S RESTING AND BEING TOLD THAT YOU'LL AGREE THAT IT
23 WASN'T.

24 MS. IBARRA: I ANTICIPATE WE'LL HAVE PLENTY OF
25 WITNESSES IN THIS PART OF THE CASE [PWAU] WE'LL HAVE AN
26 EXPERT THAT'S GOING TO COME.

27 THE COURT: LIKE I SAID YOU'RE GOING TO HAVE TO FILL
28 THE TIME IN FINDING YOUR CLIENT WHATEVER YOU HAVE TO DO I

1 THINK WE DID THAT IN THE LAST TRIAL, WHEN WE RAN OUT OF
2 WITNESSES SOMEBODY WOULD BE A FILLER AND THAT'S FINE, BUT YES
3 I AGREE WE NEED TO KEEP IT MOVING AND I'LL EXPECT THAT IF YOU
4 DON'T HAVE A WITNESS OR THE WITNESS FAILS TO SHOW UP, YOU'RE
5 GOING TO PRESENT SOMEBODY ELSE.

6 MS. IBARRA: YES WE'LL DO THAT.

7 THE COURT: OKAY. THAT GOES FOR BOTH SIDES BUT I
8 THINK YOU'RE AWARE OF THAT.

9 MR. STEIN: IN CLOSING, I BELIEVE WE HAVE THREE
10 WITNESSES IN THE COURTROOM THAT MAYBE SHOULD BE OUTSIDE.

11 MS. IBARRA: ONCE -- AFTER OPENING, RIGHT.

12 THE COURT: AFTER OPENING, ONCE THE WITNESSES
13 TESTIFY, YES, THEY HAVE TO STEP OUT IF THEY'RE POTENTIAL
14 WITNESSES IN THE TRIAL.

15 MS. IBARRA: TWO OF THEM.

16 MR. STEIN: WE'RE ABOUT TO DISCUSS EXHIBITS THAT WE
17 WOULD USE FOR THEM, I DON'T THINK THAT'S REALLY FAIR FOR THEM
18 TO BE HERE FOR THE DISCUSSION OF EXHIBITS [TWAQER] GOING TO
19 USE WITH THEM.

20 THE COURT: IT'S JUST ARGUMENT.

21 MR. STEIN: WELL I WANTED TO BE ULTRA CONSCIOUS AND
22 I HAVE WANTED TO SHOW SOMETHING TO COUNSEL, THE COURT SAID
23 YOU CAN'T USE IT, MY MISTAKE.

24 THE COURT: SO YOU SHARED -- YOU ARE GOING TO USE
25 SOME DOCUMENTS IN YOUR OPENING AND YOU'VE SHARED THEM WITH
26 PLAINTIFF.

27 MR. STEIN: NO. SORT OF SOUNDED THAT WAY, EXACTLY
28 THAT WAY FORGIVE ME BUT I JUST WANTED TO USE THAT AS AN

1 INTRODUCTION, THESE ARE REBUTTAL EXHIBITS THAT I'LL BE
2 BRINGING IN.

3 THE COURT: WELL THEN HAD YOU CAN'T USE THEM FOR
4 OPENING, THE IDEA FOR OPENING IS THAT IF YOU'RE GOING TO SHOW
5 THEM TO THE JURY YOU SHOW THEM TO PLAINTIFF. NOW IF YOU WANT
6 TO HOLD THEM BACK, HOLD THEM BACK AND DON'T USE THEM IN YOUR
7 OPENING.

8 MR. STEIN: THAT'S EXACTLY RIGHT H SINCE I SCREWED
9 UP ONCE I DIDN'T WANT TO SCREW UP WITH MY REBUTTAL EXHIBITS,
10 I'VE SHOWN HER THEM, WE HAVE THEM NUMBERED, WE HAVE EXTRA
11 COPIES MADE FOR THE COURT, WE'RE USING 1500 PLUS FOR REBUTTAL
12 EXHIBITS.

13 THE COURT: WHAT DO YOU MEAN 1500 PLUS.

14 MR. STEIN: EXHIBIT NO. 150 FOUR AND 150 FIVE IS IT
15 HERE, THE COURT HAS SUGGESTED THAT NUMBER.

16 THE COURT: YOU KNOW WHEN YOU USE THE WORD REBUTTAL
17 EXHIBIT FOR PURPOSES OF OPENING, I'M NOT QUITE SURE WHAT YOU
18 MEAN.

19 MR. STEIN: IT'S NOT FOR THE OPENING, AGAIN IT'S NOT
20 FOR THE OPENING BUT RIGHT AFTER THE OPENING WE'RE GOING
21 [TAO*] INTO PLAINTIFFS PRESENTATION OF HER CASE IN CHIEF.

22 THE COURT: YES.

23 MR. STEIN: WE WILL BE ADDRESSING THOSE WITNESSES
24 WITH NEW EXHIBITS THAT ARE NOT PART OF THE EXHIBIT LIST.

25 MS. IBARRA: ISN'T THAT JUST PART OF
26 [COUNSEL'S|COUNSELS] DEFENSE OF THIS CASE OR CASE IN CHIEF.

27 THE COURT: I HAVE GUESS WHAT YOU'RE SAYING IS AIR
28 IMPEACHMENT DOCUMENTS, WELL WE'LL HAVE INFORM MAKE A

1 [TKERPLT] NATION WHETHER THEY'RE REALLY IMPEACHMENT DOCUMENTS
2 BUT WE CAN ADDRESS THAT IF IT COMES UP. IF THERE'S SOMETHING
3 THAT SHOULD HAVE BEEN TURNED OVER EARLIER THEN THEY WON'T BE
4 CONSIDERED IMPEACHMENT DOCUMENTS SO I'M PRESUMING THEY'RE
5 SOLELY IMPEACHMENT DOCUMENT.

6 MR. STEIN: SOLELY IMPEACHMENT DOING ONE IS FOR
7 [HED] PERCENT AND ADAM LOYA AND THE OTHER IS FOR THE THREE
8 WITNESSES THAT ARE IN THE COURTROOM NOW.

9 MS. IBARRA: THERE'S ONLY TWO WITNESSES THERE.

10 MR. STEIN: AND AGAIN OUT OF AN ABUNDANCE OF
11 CAUTION.

12 THE COURT: OKAY THANK YOU FOR --.

13 MS. IBARRA: THEY'RE NOT SIGNED SO I DON'T -- I
14 DON'T -- I DON'T KNOW IF COUNSEL INTENDS TO USE UNSIGNED
15 DOCUMENTS, THEY'RE TRIBAL RESOLUTION AND ALL THE OTHER
16 RESOLUTION THAT'S WE'VE SEEN FROM COUNSEL HAVE BEEN SIGNED SO
17 I'M NOT REALLY SURE WHY, BUT WE'LL GET TO THAT.

18 THE COURT: SO THERE'S A CONCERN OF UNSIGNED
19 DOCUMENTS THAT YOU ARE ATTEMPT TO GO USE.

20 MR. STEIN: SURE GOOD, ARE WE HAVING A 402 HEARING
21 YOUR HONOR.

22 THE COURT: NO I'M ASKING ARE THEY UNSIGNED.

23 MR. STEIN: THEY WERE UNSIGNED RESOLUTIONS THAT WERE
24 TAKEN OUT OF THE AND TURN [OERPT] OTHER TRIBAL COUNCIL AND
25 TURNED OAT [AOET] SHERIFF WE DON'T HAVE AT EARLY RESOLUTIONS
26 OF GT TRIBE THEY'RE A THINK CLAIM FOE OH [STKWOFR].

27 MS. IBARRA: WELL MY DOCUMENT TERMINAL OFFICE
28 ADDRESS AND THEY WERE TAKEN BY THE WRIT ** SO THEY CLAIM THEY

1 DON'T HAVE SIGNED COPIES OF A LOT OF RESOLUTIONS, WE HAVE
2 SIGNED COPIES THAT WERE IN [PEOPLES|PEOPLE'S|PEOPLE'S]
3 PERSONAL POSSESSION BUT THE OFFICIAL DOCUMENTS HAS BEEN TAKEN
4 BY WRIT THAT HAS BEEN DISCUSSED IN THIS CASE A LOT.

5 MR. STEIN: YOUR HONOR THAT'S A FALSEHOOD WE HAVE AN
6 INVENTORY OF WHAT WAS TAKEN BY THE HOOD THEY DON'T HAVE 10
7 WHITE NOTEBOOKS FULL OF THE ORIGINAL RESOLUTIONS OF THE
8 GABRIELINO-TONGVA TRIBE. IT'S A FICTION.

9 THE COURT: IT'S A DISPUTE ISSUED THAT'S ASSIGNED OR
10 NOT. SO IF IT'S A DISPUTED ISSUE I'M NOT GOING TO PREVENT
11 MR. STEIN FROM INQUIRING ABOUT IT THAT IN ITSELF SOUND LIKE
12 IT'S DISPUTED SO I'M NOT THE PERSON TO MAKE THAT DECISION,
13 WE'LL LET THE JURY TO DETERMINE WHETHER THEY'RE SIGNED,
14 UNSIGNED, WHAT WEIGHT TO GIVE, THAT'S SOMETHING I CAN'T
15 DETERMINE AT THIS TIME GIVEN WHAT YOU JUST PROFFERED.

16 MS. IBARRA: OKAY.

17 THE COURT: ANYTHING ELSE ARE YOU READY FOR YOUR
18 OPENING STATEMENTS.

19 MR. STEIN: [RAET] [AOE] SIR -- MA'AM.

20 THE COURT: WE SAID HALF AN HOUR EACH, RIGHT.

21 MS. IBARRA: YES AND I THINK THAT'S THAT'S STILL
22 RIGHT.

23 MR. FORDYCE: AND YOUR HONOR AGAIN BASED ON LIMITED
24 AMOUNT OF TIME I'M GOING TO GIVE MY TIME TO MR. STEIN, HE'S
25 GOING TO COVER FOR ALL DEFENDANTS.

26 MS. IBARRA: I JUST NEED TO USE THE BATHROOM BEFORE
27 WE START.

28 THE COURT: YES.

1 MR. STEIN: AND I SECRETARY THAT MOTION.

2 THE COURT: I HAD A QUESTION.

3 MR. STEIN: A RARE INSTANCE OF AGREEMENT.

4 THE COURT: OH I KNOW I HAD ANOTHER QUESTION BEFORE
5 YOU GO, I WILL CURTAIL YOUR COMPASSION [-Z] IF WE START
6 REPEAT [H-G] THINGS THAT WERE PRESENTED IN THE FIRST PHASE OF
7 THE TRIAL [SKPHEU] MAY NOT -- I HAVE MAY NOT TAKE YOU BACK
8 EVERY SINGLE TIME AT SIDEBAR TO DO SO I MAY SAY COUNSEL WE'VE
9 HEARD THIS BEFORE SO MOVE ON, SO I'M GOING TO ASK THAT IF
10 YOU'RE GOING OVER OLD GROUND THAT YOU MOVE OP IN YOUR
11 EXAMINATION H HOOK AT YOUR QUESTIONS AND JUST MOVE TO YOUR
12 NEXT TOPIC, OKAY? BUT I DON'T WANT TO HAVE TO GO TO SIDEBAR
13 EVERY TIME I WANT TO TELL YOU TO KIND OF MOVE ON SO I'LL TRY
14 TOE GENTLY TELL YOU THAT YOU KNOW THIS IS KIND OF REPETITIVE
15 WHICH IS YOUR SIGNAL TO MOVE ON TO ANOTHER TOPIC, SO OKAY?
16 SO I JUST WANTED TO LET YOU KNOW BECAUSE FIVE DAYS EACH IS
17 ACTUALLY A LITTLE LONG BUT I UNDERSTAND YOU HAVE EXPERTS AND
18 THINGS SO OKAY? SO ANYWAY, GO DO YOUR -- GO DO YOUR BATHROOM
19 BREAK AND COME BACK.

20 MR. FORDYCE: THANK YOU YOUR HONOR.

21 (BREAK TAKEN.) 10:04 AM TO 10:10 AM.

22 THE COURT: COUNSEL I MAY ASK YOU TO -- DID YOU READ
23 ALL OF YOUR WITNESSES TO THE JURORS THE FIRST PHASE, IN OTHER
24 WORDS ARE THERE NEW WITNESSES WHO WEREN'T READ THAT THE JURY
25 NEEDS TO BE --.

26 MS. IBARRA: NO SO WE READ THEM WHEN WE WERE DOING
27 VOIR DIRE.

28 THE COURT: NO I KNOW YOU DID BUT THE QUESTION IS

1 THEY INCLUDED WITNESSES FOR THE ENTIRE TRIAL, RIGHT.

2 MS. IBARRA: YES YES.

3 THE COURT: BECAUSE WE ASKED THEM IF THEY KNEW
4 ANYBODY AND I JUST WANT TO CLARIFY THAT YOU GOT EVERYBODY.

5 MR. STEIN: AND YOUR HONOR WE HAVE ANOTHER WITNESS
6 NOW WHO HAS JOINED US IN THE --.

7 THE COURT: OKAY SO IF HE'S GOING TO BE A WITNESS
8 DURING THE TRIAL AFTER OPENING STATEMENT.

9 MS. IBARRA: YES THEY'RE AWARE OF THAT.

10 THE COURT: OKAY.

11 MS. IBARRA: AFTER OPENING STATEMENTS THEY'RE GOING
12 TO GO INTO THE HALLWAY.

13 THE COURT: THANK YOU FOR THAT. OKAY THEN LET'S
14 BRING THE JURORS IN * * JURY IN * *.

15 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS JONATHAN
16 STEIN BC361307. GOOD MORNING. COUNSEL MAKE YOUR A-
17 EXPERIENCE [-Z].

18 MS. IBARRA: DELIA IBARRA FOR PLAINTIFF
19 GABRIELINO-TONGVA TRIBE.

20 MR. STEIN: JONATHAN STEIN FOR CROSS COMPLAINANTS
21 ST. MONICA DEVELOPMENT COMPANY WHO IS ALSO A DEFENDANT AND
22 CROSS-COMPLAINANT THE CRANE GROUP WHO WAS NOT A DEFENDANT.

23 MR. FORDYCE: GOOD MORNING NIALL FORDYCE, STEIN
24 DEFENDANTS.

25 THE COURT: THANK YOU. WE'RE GOING TO BEGIN THE
26 SECOND PHASE OF OUR TRIAL WHICH MEANS THEY GET TO MAKE AN
27 OPENING STATEMENT WE GO THROUGH THE SAME PROCESS. THERE WAS
28 A QUESTION ABOUT HOW LONG THIS PORTION OF THE TRIAL WILL LAST

1 H I'M ESTIMATING EACH SIDE GETS FIVE COURT DAYS, WE'RE GOING
2 TO TRY TO KEEP IT MOVING TO THE EXTENT THAT WE'RE NOT GOING
3 TO HEAR REPETITIVE TESTIMONY, IN OTHER WORDS IF SOMETHING WAS
4 TESTIFIED TO IN THE EARLIER TRIAL WE DON'T NEED TO REPEAT IT,
5 YOU'RE THE SAME JURY YOU'VE HEARD THAT EVIDENCE SO THEY
6 UNDERSTAND THAT WE'LL KEEP THEM MOVING IN THAT REGARD, IF
7 WE'RE LUCKY WE CAN SHORTEN YOU THE TRIAL, I'M GIVING YOU THE
8 OUTSIDE LIMITATION. ALL RIGHT THANK YOU. OKAY OPENING
9 STATEMENT ON BEHALF OF PLAINTIFF. AND JUST SO YOU KNOW, ALL
10 OF THE INSTRUCTIONS, THE INSTRUCTIONS THAT I GAVE YOU
11 EARLIER, THEY APPLY TO THIS PORTION OF THE TRIAL AS WELL.

12 MS. IBARRA: SO GOOD MORNING EVERYBODY.

13 JURY PANEL: GOOD MORNING.

14 MS. IBARRA: YOU'VE HEARD SOME IMPORTANT PARTS OF
15 THIS CASE ALREADY BUT I WANTED TO TAKE THIS OPPORTUNITY TO
16 GIVE YOU A ROLE ROADMAP FOR WHAT THE EVIDENCE YOU WILL HEAR
17 IN THIS PART OF THE CASE WILL BE AND WHAT IT MAN'S FOR THE
18 ULTIMATE VERDICT IN THIS CASE, SO AS YOU KNOW THIS THIS CASE
19 IS A DISPUTE BETWEEN A GABRIELINO-TONGVA TRIBE AND MR. STEIN
20 A SOLELY OWNED COMPANY SMDC, IT ALSO INVOLVES CLAIMED BY
21 CREPE A FEDERAL LOBBYIST WHO WAS HIRED BY MR. STEIN TO
22 PROVIDE SERVICES TO THE TRIBE AND WHO MR. STEIN NOW
23 REPRESENTS HERE IN LITIGATION AGAINST THE TRIBE. AGAINST THE
24 GABRIELINO-TONGVA IS THE ONLY TRIBAL ENTITY THAT'S WHAT YOU
25 DECIDED IN THE FIRST PART OF THE CASE I WILL JUST CALL IT THE
26 TRIBE PHOTOGRAPHER USE OF REFERENCE. SO FIRST MR. STEIN HAS
27 TOLD YOU THERE ARE A LARGE NUMBER OF CLAIMS BY TRIBE AGAINST
28 MR. STEIN AND THAT IS TRUE. BUT YOU'VE ALREADY HEARD A LOT

1 OF THE KEY EVIDENCE CONCERNING SOME OF THESE CLAIMS AND THE
2 JUDGE HAS MADE IT CLEAR WE'RE NOT GOING TO HEAR THE SAME
3 EVIDENCE AGAIN, FOR EXAMPLE, YOU'VE ALREADY HEARING MR. STEIN
4 UNLAWFULLY TOOK POSSESSION OF CONFIDENTIAL TRIBAL MEMBERSHIP
5 RECORDS WHEN IT WAS UNAMBIGUOUSLY CLEAR THAT HE WAS NO LONGER
6 AFFILIATED WITH THE TRIBE. MOST OF THOSE FACTS ARE RELEVANT
7 TO THE TRIBES CLAIMS THAT MR. STEIN UNLAWFULLY CONVERTED
8 BUSINESS RECORDS THAT BELONGED TO THE TRIBE FOR HIS OWN USE
9 OR FOR THE USE OF THE CANDELARIA FACTION. THOSE FACTS ARE
10 ALSO RELATED TO THE CLAIM THAT MR. STEIN STOLE THE TRIBES
11 CONFIDENTIAL TRADE SECRETS. YOU MAY HEAR A LITTLE BIT MORE
12 ABOUT THIS TO CLARIFY CERTAIN ASPECTS ABOUT THOSE CLAIMS,
13 YOU'VE HEARD POST OF THE COURT FACTS WAITED TO THIS, YOU'RE
14 GOING TO HEAR -- OR [SAOUL] ACTUALLY YOU'RE GOING TO HEAR A
15 LOT ABOUT THE SMDC AGREEMENT BETWEEN THE TRIBE AND MR. STEIN,
16 YOU'RE GOING TO HEAR HOW AND WHY THAT CONTRACT WAS ENTERED
17 INTO AND WHETHER THAT TRIBE WAS REPRESENTED BY A LAWYER AT
18 THE TIME [-FS] ENTERED INTO AND YOU WILL HEAR ABOUT SOME OF
19 THE SPECIFIC PROVISIONS OF THE SMDC AGREEMENT AND YOU WILL
20 HEAR THE TRIBES STORY AS TO WHY THEY BELIEVE MR. STEIN
21 BREACHED THAT CONTRACT. THIS WILL BE A CONSTANT THEME IN
22 THIS PART OF THE CASE, THERE ARE A LEAST TWO CLAIMS AND
23 OTHERS THAT ARE SORT OF RELATED TO THE SMDC AGREEMENT AND THE
24 PROVISIONS OF IT THAT FACTOR INTO THE TWO PARTIES
25 RELATIONSHIP TO YOU. FOR THE TRIBE HOWEVER, THE MOST
26 IMPORTANT PART OF THIS CASE IS GOING TO BE ABOUT MR. STEIN'S
27 ACTIONS AND ACTIVITIES AS THE TRIBES LAWYER, YOU HAVE ALREADY
28 HEARD MR. STEIN LOUDLY DENY EVER HAVING SERVED AS THE TRIBES

1 LAWYERS BUT THIS TESTIMONY WILL BE CONTRADICTED BY A LOT OF
2 PEOPLE. YOU WILL HEAR FROM EVERY SINGLE OF THE TRIBES
3 WITNESSES IN THIS CASE THAT MR. STEIN WAS INDEED THE LAWYER.
4 THEY WILL TESTIFY THAT STEIN GAVE THE TRIBAL COUNCIL MEMBERS
5 ADVICE ABOUT [TPHAR] [HAOE] [HEFR] SINGLE LEGAL ISSUE THAT
6 AROSE DURING THE COURSE OF THEIR RELATIONSHIP. SO HE GAVE
7 THEM SPECIFIC ADVICE IN LITIGATION, INCLUDING SPECIFIC ADVICE
8 ABOUT A LAWSUIT THAT THE INDIVIDUAL TRIBAL COUNCIL MEMBERS
9 INSTITUTED AGAINST THE MORALES FACTION. IN THAT LAWSUIT
10 WHICH WE'LL REFER TO AS THE MORALES LITIGATION, MR. STEIN
11 SERVED AS THE COUNCIL OF RECORD FOR MR. SAM DUNLAP WHO YOU'VE
12 SEEN OR STATED MORE SIMPLY, HE WAS MR. DUNLAP'S OFFICIAL
13 LAWYER IN THAT CASE. BUT WITNESSES WILL TESTIFY THAT STEIN
14 DID NOT LIMIT HIS ADVICE TO MR. SAM DUNLAP ALONE, HE GAVE
15 ADVICE TO ALL THE TRIBAL COUNCIL MEMBERS AND HE STARTED BY
16 TELL THEM THEY SHOULD FILE A LAWSUIT AGAINST THE MORALES
17 FACTION BUT NOT IN THE NAME OF THE TRIBE BUT THEIR INDIVIDUAL
18 NAMES AND IN THEIR INDIVIDUAL CAPACITIES. SO THE TRIBAL
19 COUNCIL MEMBERS DID EXACTLY AS MR. STEIN ADVISED AND DID IN
20 FACT FILE THAT LAWSUIT IN THE NAME OF THE INDIVIDUALS WHO
21 WERE ACTING AS TRIBAL COUNCIL MEMBERS AT THAT TIME. SO WE'RE
22 TALKING ABOUT VIRGINIA CARMELO, SAM DUNLAP, MARTIN ALCALA AND
23 ED PERCENT FILED A LAWSUIT AGAINST MORALES FACTION,
24 ULTIMATELY THEY LOST AND THERE WAS SOME SEVERE CONSEQUENCES
25 FOR THAT. SO ALTHOUGH ON PAPER MR. STEIN WAS NOT THE
26 OFFICIAL LAWYER OF RECORD FOR ALL THE TRIBAL COUNCIL MEMBERS
27 HE ACTED LIKE HE WAS. HE GAVE ALL OF THEM ADVICE, HE DIVIDED
28 STRATEGY, HE TOOK OVER NEGOTIATIONS OF SETTLEMENT FOR ALL OF

1 THEM, HE BROUGHT IN ANOTHER LAWYER TO SIGN DOCUMENTS ON
2 BEHALF OF THE TRIBAL COUNCIL MEMBERS, BUT THAT OTHER LAWYER
3 MS. RAE LAMOTHE ONLY DID WHAT MR. STEIN TOLD HER TO DO, SHE
4 FILED THE DOCUMENTS MR. STEIN AUTHORIZED HER TO FILE, MS.
5 LAMOTH NEVER DID ANYTHING IN THAT CASE THAT WAS NOT
6 SPECIFICALLY APPROVED AND AUTHORIZED BY MR. STEIN. INDEED
7 FOR THE SORE ENTIRE RELATIONSHIP WITH THE TRIBE WHICH
8 INCLUDED HELPING THE MORALES LITIGATION, MS. LAMOTH NEVER DID
9 ANYTHING UNLESS IT WAS AUTHORIZED AND APPROVE BY MR. STEIN,
10 THAT BEING THE CASE WITH MORALES AND ALL THE WORK SHE
11 PERFORMED SO THAT WILL WHAT SHE TESTIFIED, SO THAT IS WHAT
12 MRS. MARILYN BARRETT WILL ALSO SAY, SO MS. BARRETT WAS THE
13 CORPORATE ATTORNEY THAT WAS HIRED BY STEIN TO REPRESENT THE
14 TRIBE WHEN THE TRIBE WAS ABOUT TO ENTER INTO THE AGREEMENT
15 WITH LIBRA INVESTORS. SO THAT YOU RECALL IS THE INVESTMENT
16 OF UP TO 21 MILLION DOLLARS. MS. MARILYN BARRETT WILL SAY
17 THAT MR. STEIN HIRED HER AND DIRECTED HER TO WORK VERY
18 SPECIFICALLY AND DID NOT ALLOW THORACIC USE ANY DISCRETION IN
19 HOW SHE EXECUTED HER WORK, AND WHEN HE WAS DISPLEASED WITH
20 HER HE FIRED HER WITHOUT ANY APPROVAL OR CONSENT FROM THE
21 TRIBE. HE FIRED HER A COUPLE OF DAYS BEFORE THE LIBRA
22 INVESTOR AGREEMENT WAS SCHEDULED TO CLOSE OR TO BE EXECUTED
23 AND SIGNED AND FINALIZED. IN THE END HE HANDLED THE CLOSING
24 OF THAT SOPHISTICATED INVESTOR TRANSACTION THIS VAGUE
25 CONTRACT AGREEMENT FOR \$1,000,000 ALL BY HIP SELF SO HE REP
26 THE THE TRIBE AS ITS CORPORATE COUNSEL IN THE LIBRA INVESTOR
27 AGREEMENT AT CLOSING, [HRAO*EBG] INVESTORS OF COURSE HAD A
28 TEAM OF LAWYERS THAT REPRESENTED THEM IN THAT TRANSACTION AND

1 THE TRIBE ONLY HAD MR. STEIN. THAT WAS ALSO WHAT ELIZABETH
2 ARONSON WILL SAY, SHE WAS ANOTHER LAWYER, SHE WAS A LAWYER
3 WHO WAS HIRED BY MR. STEIN TO PROVIDE LEGAL ADVICE TO THE
4 [STAOEUP] BUT SHE WILL SAY THAT MR. STEIN VETTED EVERY SINGLE
5 THING SHE DID FOR THE TRIBE, INCLUDING ALL OF HER LEGAL
6 ADVICE AND LEGAL WORK. IF MR. STEIN DID NOT AGREE WITH THE
7 ADVICE SHE WAS ABOUT TO PROVIDE BECAUSE HE DID NOT AGREE WITH
8 THE LEGAL REASONING OR THOUGHT THE ADVICE MIGHT HURT HIS OWN
9 PERSONAL INTEREST, HE STOPPED MS. ARONSON FROM GIVING THAT
10 ADVICE FROM THE TRIBAL COUNCIL. MR. STEIN WAS THE LEGAL GATE
11 KEEPER TO THE TRIBAL COUNCIL. SO WHAT MS. ARONSON WILL SAY
12 IS THAT WHILE OTHER LAWYERS WHO CONTENDED TO PROVIDE LEGAL
13 ADVICE TO THE TRIBE, THIS ADVICE WAS PUT TO BED BY MR. STEIN
14 TO MAKE SURE IT WAS THE ADVICE THAT HE WANTED TO GIVE THE
15 TRIBAL COUNCIL. IN OTHER WORDS, THESE LAWYERS WERE NOT
16 SUPPOSED TO QUESTION MR. STEIN OR CONTRADICT HIM EVER, SHE
17 JUST LENT THEIR NAME, THEIR SIGNATURE TO MR. STEIN TO PROTECT
18 HIM FROM APPEARING ON PAPER TO BE THE TRIBES LAWYER. SO
19 ALREADY WE'VE HEARD FROM MR. JASON MEYERS, MR. STEIN'S FRIEND
20 AND FORMER EMPLOYEE WHO TESTIFIED SOMETHING SIMILAR WITH
21 REGARDS TO THE CANDELARIA FACTION, YOU MIGHT RECALL THAT HE
22 SAID THAT MR. STEIN INVITED HIM TO MEET THE CANDELARIA GROUP
23 AND TO BASICALLY FINALIZE THE SETTLEMENT AGREEMENT THAT HAD
24 HAD ALREADY BEEN DECIDED ON BEHALF BETWEEN MR. STEIN AND THE
25 CANDELARIA GROUP. SO HE JUST MEMORIALIZED THE SETTLEMENT
26 AGREEMENT SO THIS IS A PATTERN AND PRACTICE YOU'VE ALREADY
27 SEEN ABOUT MR. STEIN, YOU'LL JUST SEE MORE OF IT WITH REGARDS
28 TO THE THE TRIBE, HE DID HE SIDES WHAT LEGAL WORKS NEEDS TO

1 BE DONE AND HOW AND DECIDES WHAT LAWYER NEEDS TO BE PROVIDE
2 AND THEN GET THE LAWYER TO DO IT TO HIS LIKE [H-G], GETS THE
3 LAWYER TO SIGN OFF ON THAT WORK AS IF IT WAS THEIR OWN AND
4 NOT HIS. NOW OTHER LAWYERS IN TRIBAL COUNCIL MEMBERS WILL
5 TESTIFY THAT HAD MANY TIMES MR. STEIN DID NOT BOTHER TO BRING
6 IN ANOTHER LAWYER TO SIGN OFF ON ANY OF THE LEGAL WORK, HE
7 JUST DID THE LEGAL WORK HIMSELF, HE OFTEN PERSONALLY DRAFTED
8 CONTRACTS, RESOLUTIONS, LEGAL MEMOS, HE PROVIDED LEGAL ADVICE
9 ORALLY AND IN WRITING AND DID NOT WORRY ABOUT GETTING ANOTHER
10 LAWYER TO SIGN OFF ON IT, WE'LL SEE THESE LETTERS, E-MAILS,
11 MEMOS, DRAFTED BY STEIN AND ADDRESS TODAY POLICY MAKERS,
12 INVESTORS, THE TRIBAL COUNCIL AND THERE'S NO QUESTION THAT HE
13 DRAFTED THESE DOCUMENTS. WHY IS THIS IMPORTANT? BECAUSE
14 STEIN USED HIS LEGAL KNOWLEDGE AND TRAINING TO MANIPULATE THE
15 TRIBAL COUNCIL AND THE TRIBE. HE ALSO USED IT [PHA*EUP] A
16 LOT OF OTHER PAPER BUT FOR PURPOSES OF THIS CASE WHAT MATTERS
17 IS THE EFFECT IT HAD ON THE TRIBE BECAUSE THAT'S THE PARTY IN
18 INTEREST, IT MATTERS BECAUSE THE ADVICE HE GAVE THE TRIBE AND
19 THE TRIBAL COUNCIL WAS ULTIMATELY SELF [HROEFB] SERVING,
20 SERVED HIS OWN PERSONAL PURPOSE AND HIS FINANCIAL INTERESTS
21 BUT IT DID NOT SERVE THE TRIBE, IN MANY [WAEUTZ] IT HURT IT
22 AND IT DAMAGED IT. HERE'S A KEY EXAMPLE OF HOW IT HURT THE
23 TRIBE. PURSUANT TO THE SMDC AGREEMENT STEIN THROUGH SMDC
24 PROMISED TO HELP THE TRIBE TO DO TWO THINGS, ACHIEVE FEDERAL
25 RECOGNITION AND HE [SREB] ACTUALLY OPERATE A CASINO IN LAX
26 LOS ANGELES COUNTY, DESPITE THE VERY CLEAR LANGUAGE OF THE
27 SMDC AGREEMENT ANSWER ALONG THE ROAD MR. STEIN UNILATERALLY
28 ABANDONED THE JUDGMENT OF FEDERAL RECOGNITION IN FAVOR OF A

1 CASINO ONLY PROJECT OR STRATEGY, THE TRIBE NEVER AGREED TO
2 THIS CHANGE OF STRATEGY, AND YOU'VE HEARD FROM ALL OF THE
3 WITNESSES, INCLUDING MS. CANDELARIA, CARMELO, DUNLAP THAT
4 FEDERAL RECOGNITION WAS A PRIMARY OBJECTIVE. BUT IF YOU
5 LISTEN TO STEIN, THAT WAS CLEARLY NOT THE CASE, STEIN ONLY
6 EVER MENTIONS THE CASINO PROJECT. STEIN WAS PURSUING A
7 CASINO ONLY STRATEGY, INDEED WITHOUT TELL THE TRIBE THAT HAD
8 HE UNILATERALLY DECIDE TODAY ABANDON THE FEDERAL RECOGNITION
9 AS THE STRATEGY HE BEGAN TO CLAIM THAT DESPITE THE FACT THAT
10 THE TRIBE WAS NOT FEDERALLY RECOGNIZED AND THAT WAS UN DUPED
11 THAT THE TRIBE HAD A SPECIAL STATUS ON CALIFORNIA LAW THAT IT
12 WAS A STATE RECOGNIZED TRIBE AND BECAUSE IT WAS A [STA*GD],
13 IT COULD ENGAGE IN GAMING WITHOUT FEDERAL RECOGNITION. SO
14 LET ME EMPHASIZE, THIS HE TOLD THEM AND HE TOLD POLICY MAKERS
15 AND INVESTORS AND OTHER PEOPLE DEVELOP, THAT THE TRIBE HAD
16 THE POWER TO ENGAGE IN GAMING WITHOUT FEDERAL RECOGNITION
17 BECAUSE IT HAD SOME SORT OF SPECIAL STATUS UNDER CALIFORNIA
18 LAW [-FPL] THE PROBLEM WITH THIS IDEA AS WE WILL SEE IS THAT
19 NOBODY ELSE WITH AUTHORITY TO MAKE THIS HAPPEN ACTUALLY
20 THOUGHT THAT IT WAS FEASIBLE OR AGREED THAT THIS WAS A VALID
21 IDEA. THE ZERO LAWYERS WHO AGREED WITH HIM WERE PAID BY THE
22 TRIBE THROUGH STEIN TO AGREE WITH HIM AND YOU'VE HEARD
23 TESTIMONY OF THIS BEFORE THAT TWO CALIFORNIA SUPREME COURT
24 JUSTICES WERE RETAINED BY STEIN, PAID BY THE TRIBE TO PROVIDE
25 OPINIONS THAT BASICALLY AGREED WITH MR. STEIN. AND SOME
26 IMPORTANT STRONGLY DISAGREED WITH HIM, INCLUDING THE
27 LEGISLATIVE COUNSEL WHICH PROVIDES LEGAL ADVICE TO CALIFORNIA
28 STATE SENATE. SO THEY HAD PROVIDED ADVICE TO ONE OF THE OF

1 [STAEUFT] SENATORS WHO MR. STEIN HAD RECRUIT TODAY HELP HIM
2 WORK ON THIS IDEA. SO THE LESS COUNSEL PROVIDED A OPINION, A
3 CONFIDENTIAL OPINION A COUPLE OF DAY AFTER THE LIBRA INVESTOR
4 AGREEMENT CLOSED STATING --.

5 MR. STEIN: OBJECTION.

6 THE COURT: HOLD ON THERE'S A OBJECTION.

7 MR. STEIN: REPETITIVE FROM --.

8 THE COURT: OVERRULED.

9 MS. IBARRA: SO THE OPINION WAS THAT MR. STEIN'S
10 IDEA WAS NOT LEGALLY POSSIBLE, THE LEGISLATIVE COUNSEL'S
11 OFFICE TOLD THE SENATOR, THAT PARTICULAR SENATOR THAT IF THE
12 TRIBE DID NOT HAVE FEDERAL RECOGNITION THEY COULD NOT CONDUCT
13 CASINO GAMING IN CALIFORNIA, THAT WOULD VIOLATE CALIFORNIA
14 LAW AND THERE WAS NOTHING CALIFORNIA COULD DO ABOUT THAT,
15 PERIOD. MR. STEIN NEVER TOLD THE TRIBE THAT THIS OPINION WAS
16 AFTER THE LIBRA INVESTOR AGREEMENT. THIS WAS SIGNIFICANT.
17 THE TRIBE WAS ALWAYS INTERESTED IN FEDERAL RECOGNITION AND
18 NEVER LOST INTEREST IN THAT AND IF THIS HAD KNOWN THIS
19 OPINION EXISTED THEY WOULD HAVE DIRECTED HIM TO STOP ALL OF
20 HIS MISGUIDED EFFORTS ON THE CASINO AND SHIFT TO FEDERAL
21 RECOGNITION FIRST AND FOREMOST BUT UP TO THAT POINT STEIN HAD
22 REPRESENTED TO THE TRIBE THAT FEDERAL RECOGNITION AND CASINO
23 GAME COULD BE PURSUED AT THE SAME TIME, AND EITHER ONE COULD
24 OCCUR BEFORE THE OTHER, THERE WAS NO NEED TO GET FEDERAL
25 RECOGNITION FIRST AND THEN ENGAGE IN GAMING, HE'S LIKE YOU
26 CAN ENGAGE IN GAMING AND THEN YOU CAN GET FEDERAL
27 RECOGNITION. BUT IN PRACTICE THAT WAS NOT THE CASE, HE KNEW
28 THAT WAS NOT THE CASE, HE WAS ONLY WORKING ON THE CASINO AND

1 HAD ABANDONED THE FEDERAL RECOGNITION PROCESS. NOW THIS IS
 2 IMPORTANT BECAUSE IT GOES TO AN INHERENT CONFLICT OF INTEREST
 3 THAT MR. STEIN HAD, SO LET ME EXPLAINED THE [CON|COULD NOT]
 4 OF INTEREST, PURSUANT TO THE SMDC AGREEMENT STEIN WOULD
 5 [TOEUBG] SWAY NET [W*EUFRPB] FEET ALL THE [TKPAEUPLG] GESTALT
 6 [SAOEUS] AND THIS HYPOTHETICAL HAD FUTURE CASINO IN LOS
 7 ANGELES COUNTY. SO WE WILL HAVE A VERY WELL-KNOWN AND
 8 RESPECTED INDIAN LAW AND GAMING EXPERT TESTIFY TO YOU AND
 9 EXPLAIN TO YOU THAT IF THE TRIBE EVER GAINED FEDERAL
 10 RECOGNITION THE 10 PERCENT GAMING PAYMENT FOR STEIN THROUGH
 11 SMDC WOULD BE INVALIDATED BY THE NATIONAL INDIAN GAMING
 12 COMMISSION WHO WOULD CERTAINLY FIND THAT A 10 PERCENT
 13 [RAOULDZ] FOR [AOE] SOLE PROPRIETOR [EUP] [SRAOEUD] NATIVE
 14 AMERICAN MARKET VALUE A OWNERSHIP INTEREST [TPR-PBT] HE HAVE
 15 [RAOU] FROM INDIAN CASINO GAMING. THAT RULE IS DESIGNED AND
 16 ENFORCED BY THE [THAOEUD] SPECULATORS AND FINANCIERS ** FROM
 17 TAKING ADVANTAGE OF INDIAN TRIBES WHO CHOOSE TO ENGAGE IN
 18 GAMING. GAMING IS ALLOWED BY THE FEDERAL GOVERNMENT BUT ONLY
 19 TO BENEFIT THE TRIBE AND NATIVE AMERICANS NOT OUTSIDERS AND
 20 SPECULATORS. SO OUR EXPERT WILL SAY THE SMDC AGREEMENT IS
 21 PRECISELY THE KIND OF CONTRACT THAT NATIONAL INDIAN GAMING
 22 COMMISSION WOULD INN VALUE DATE WAS THIS YOU'VE IMMATERIAL
 23 VIE DEVELOPER SPECULATOR WHATEVER YOU HAVE WANT TO CALL IT, A
 24 SPECIFIC OWNERSHIP INTEREST IN GAMING THAT [SKP-S] A INDIAN
 25 GAMING IN THE FIRST PLACE **. SO IF THE TRIBE EVER
 26 [TKPWAEUPLD] FEDERAL RECOGNITION THE SMDC AGREEMENT AND IT'S
 27 LUCRATIVE PROMISE OF 10 PERCENT [PHRAEUPLG] REV FEW NOR MR.
 28 STEIN WOULD DISAPPEAR T WOULD BE DECLARED I WILL [HRAOET]

1 NOTE NATIONAL INDIAN GAMING [KPHEUS], WHO AT THAT POINT WOULD
2 HAVE [SKWR-RS] DICTION AND AN OBLIGATION TO REVIEW THE
3 AGREEMENT BECAUSE THEY'RE A FEDERALLY RECOGNIZED TRIBE, BUT
4 IF STEIN EVER KEPT TRIBE FROM ACHIEVING FEDERAL RECOGNITION
5 AND SOMEHOW STILL MANAGED TO GET THEM TO [TKPWEPLT] [AOE] IN
6 CASINO GAMING ANYWAY, HE WOULD HAVE TOE CAKE AND EAT IT
7 [TAOEUS] EYE LUCRATIVE REVENUE FROM CASINO GAMING ** [-FS]
8 THAT WAS THE NAME FIFTH NOVEMBER FOG [*B] FEDERAL RECOGNITION
9 [PWUFDZ] HAVE THEM HEN [TKPWAEUPLD] IN GAME. BUT THE TRIBE,
10 THE TRIBE NEVER MADE THE CHOICE ** BECAUSE STEIN NEVER TOLD
11 THE TRIBAL COUNCIL AND THE SMDC AGREEMENT AND FEDERAL
12 RECOGNITION WOULD EVENTUALLY [KHRA*S] CLASH WITH A EACH
13 OTHER, STEIN NEVER TOLD THEM THEM THAT THE KEY [KPHEPB]
14 [STOEUBGS] SORT SMDC AGREEMENT AND THEIR GOAL OF [TPO*EBG]
15 WERE A DIRECT CONFLICT, WHY DIDN'T HAD HE TELL THE TRIBE
16 ABOUT THIS.

17 MS. IBARRA: BECAUSE HAD YOU KNEW THAT THE TRIBE
18 WANTED FEDERAL RECOGNITION BEFORE ALL ELSE AND WOULD HAVE OF
19 NEVER CONSCIOUSLY AGREED TO A PROCESS THAT WOULD MAKE THEM
20 ABANDON THEIR PURSUIT FOR THE FEDERAL RECOGNITION. THIS IS
21 WHY IT MATTERS THAT MR. STEIN WAS THE TRIBES LAWYER AND
22 ULTIMATELY LEGAL ADVICE [ERDZ] AND THE GATE COOPER FOR ANY
23 ADVICE THAT GOT TO THEM. HE CONTROLLED THE FOR EXAMPLE AND
24 HIS OWN FINANCIAL INTEREST AND HE SERVED HIMSELF ABOVE ALL
25 ELSE UNTIL TO THE DETRIMENT TO THE TRIBE. IN THAT CONTEXT
26 YOU WILL ALSO HEAR FROM A LEGAL ETHICS EXPERT A MALPRACTICE
27 EXPERT WHO WILL TELL YOU THAT MR. STEIN'S WAS OR WAS NOT IN
28 [RAOULDZ] THE RULED OF ETHICS AND PROFESSIONAL RESPONSIBILITY

1 AND HOW FAR HE DID OR DID NOT MEET THE STANDARD OF CARE FOR
2 THE LAWYER THAT WILL BE THE CORE OF THE TESTIMONY IN THE
3 EVIDENCE AND IN IN PART OF THE CASE AND AFTER HAD YOU HEAR
4 THAT YOU WILL RENDER YOUR VERDICT. THANK YOU.

5 THE COURT: THANK YOU OPENING STATEMENT ON BEHALF OF
6 DEFENDANT.

7 MR. STEIN: THANK YOU YOUR HONOR.

8 THE COURT: I UNDERSTAND YOU'RE GOING TO USE ALL THE
9 TIME FOR BOTH PARTIES, CORRECT MR. STEIN.

10 MR. STEIN: YES ONLY IN THE HOPE OF GETTING DONE IN
11 HALF AN HOUR.

12 THE COURT: THANK YOU I JUST WANTED TO MAKE SURE.

13 MR. STEIN: OKAY WELL WE'LL BACK TOGETHER AGAIN.
14 YOU HAVE KNOW WHENEVER YOU HAVE A TRIAL THAT HAS A COUPLE OF
15 PHASES THE PHASE TAKES ON ITS OWN ORGANIC TIED IDENTITY. THE
16 LAST PHASE I THOUGHT THE PARTIES VERY MUCH AGREED ON FACTS
17 THAT HAPPENED BUT THEY HAD DIFFERENT EXPLANATIONS FOR WHAT
18 THE FACTS SHOULD MEAN. YOU HAVE ALSO HEARD ME IN THE OPENING
19 STATUTE OF LIMITATIONS STATEMENT SAY WELL LISTEN WE'RE GOING
20 TO TRY TO SHOW THAT THERE'S NO CAPACITY TO SUE, WE'RE GOING
21 TO TRY TO SHOW THERE'S NO STANDING HERE, BUT REMEMBER THE
22 PHRASE BUT YOU'RE KIND OF DOING [UFS] A FAVOR IF YOU FIND
23 THEY HAVE CAPACITY TO SUE, IF YOU FIND THEY HAVE STANDING
24 BECAUSE THAT MEANS THEY OH SMDC AND MY CLIENT THE CRANE GROUP
25 A BOAT LOAD OF MONEY, MILLIONS OF DOLLARS. WE'RE NOW AT THE
26 PART OF THE CASE, IT'S ALL ABOUT THE MONEY, OKAY? THIS IS
27 WHAT WE'RE HERE FOR, THEY'RE SAYING OH NO NO NO, WE'RE THESE
28 INDIGENOUS PEOPLE, WE'RE WONDERFUL PEOPLE, IT'S ALL ABOUT THE

1 PEOPLE, THEY'RE TRYING TO TAG MR. STEIN TORE 19 MILLION
2 DOLLARS, THIS IS A GROUP THAT IS EVEN QUESTIONABLE WHETHER
3 THEY EXIST AS AN ENTITY TO SUE, IT WAS QUESTIONABLE ENOUGH TO
4 KEEP US HERE FOR TWO WEEKS, THEY HAVE NO FINANCIAL
5 STATEMENTS, THEY HAVE NO GOVERNMENT FILINGS THEY SHOW NO
6 MEMBERSHIP LIST BUT THEY SAY WE OWE, WE ARE OWED 19 MILLION
7 DOLLARS AND OH BY THE WAY WE HAVE ALL SORTS OF REASONS TO
8 WIGGLE OFF THE HOOK FOR THE DEBTS OWED TO THE CRANE GROUP
9 WHICH HANDLED THE FEDERAL RECOGNITION PROJECT, THE FEDERAL
10 RECOGNITION WAS NEVER ABANDONED IT WAS ROBUST, YOU WILL SEE
11 MR. CRANE ON MONDAY, HE WILL BE HERE ALL DAY LONG, YOU CAN
12 SEE HIM TESTIFY, YOU CAN GET THE FEELING FOR WHAT THIS GUY
13 WHO'S CLIENTS INCLUDE THE SPECIAL LIMB PICKS, WHO'S FATHER OF
14 TWO DISABLED CHILDREN'S, YOU CAN SEE IF HE'S THE KIND OF GUY
15 THAT WOULD LIE ABOUT THINGS OR WHETHER HE'S MADE AN EXCELLENT
16 NAME FOR HIMSELF AS A LOBBYIST BECAUSE HE TELLS THE TRUTH.
17 WE'RE TOLD THAT THEY ABANDONED THE PRONG BECAUSE THEY DON'T
18 WANT TO PAY MR. CRANE THE 400 [THAOD] THEY OH HIM. WE HAVE
19 AN ORGAN [KHRAOE] GIVE PART OF THE TRIAL HERE, THIS IS ORGAN
20 [KHRAOE] DIFFERENT, THIS IS [OUT RIGHT|OUTRIGHT] FALSE HOODS,
21 COMPLETE CONFLICTS IN FACTS, COMPLETE CONFLICTS AND MOTIVES,
22 OH MR. STEIN HAD A 10 PERCENT PROVISION [TPH-G] HIS CONTRACT,
23 WELL YOU'LL ALSO SEE THAT THERE'S AN ALTERNATE PROVISION IN
24 CASE THAT WILL PROVISION GOT K OS BY THE BIA YEARS IN
25 ADVANCE, REMEMBER THIS IS NOT A FEDERALLY RECOGNIZED TRIBE
26 AND THIS IS A TRIBE THAT 10 YEARS AFTER THE FACT THEY HADN'T
27 EVEN PUT IN A FEDERAL RECOGNITION APPLICATION, BUT THEY'RE
28 SAYING OH WELL HE DIDN'T WANT FEDERAL RECOGNITION. THE REAL

1 REASON THEY'RE SAYING [THARBGS] THEY DON'T WANT TO PAY MR.
2 CRANE FOR DOING THE WORK THAT HE DID, WE'LL SHOW YOU HAVE THE
3 WORK THAT HE D WE'LL SHOW HAD YOU HOW MUCH HE'S OWED, WE'LL
4 SHOW YOU HAVE THE ACCOUNT STATED IN HIS [T*RPLGS] LATER WHEN
5 HE SAW THE CONFLICT COMING AND SAID HEY I JUST DO THE DON'T
6 WANT TO BE PART OF THE CONFLICT, HE HAVE SAID THE [SAEUP]
7 [THAEUPBG] ANOTHER LIBRA GROUP SAYS I JUST DON'T WANT TO BE
8 PART OF THE CONFLICT, FIGURE IT OUT I QUIT FOR NOW. NOW
9 THERE ARE THREE COMPLAINTS HERE. WE HEARD ABOUT A NICE
10 LAWYERS TRICK THEY PULLED ON NOVEMBER 2ND, STEIN SENDS LETTER
11 WE WANT TO MEDIATE, HERE'S THE DRAFT COMPLAINT, LET'S TALK
12 ABOUT IT IN PRIVATE, LET'S HAD NOT SCARE OFF THE INVESTORS,
13 THEY WENT AHEAD AND FILED THE LAWSUIT SO THEY COULD BE THE
14 PLAINTIFF, WELL [HAOR] A THEY'RE THE PLAINTIFF THEY WON THE
15 COIN FLIP THEY GET THE BALL KICKED THIS [TOEPL] IN THE
16 STADIUM, THEY GET TO GO IN THE DIRECTION OF WHERE THE WIND IS
17 FLOWING IN FAVOR BUT THAT IS ONLY THE FIRST SET OF DOWNS IN
18 THIS GAME, THAT IS NOT THE FOOTBALL GAME, YOU ARE GOING TO
19 DECIDE WHO THE WINNER OF THIS FOOTBALL IS AND REMEMBER IT'S
20 ABOUT MONEY WE ARE NOT TALKING ABOUT TRIABLE ITEM IDENTITY,
21 WE ARE NOT TALKING ABOUT CAPACITY TO SUE, WE'RE NOT TALKING
22 ABOUT TRIBAL NATIONS WE ARE TALKING ABOUT MONEY. AND THEY
23 WANT IT TO AVOID THE AMOUNTS THEY OH AND THEY WANT TO SCORE
24 BIG TIME FOR 19 MILLION DOLLARS FROM MR. STEIN. NOW THERE
25 ARE THREE COMPLAINTS THAT HAVE BEEN CONSOLIDATED INTO ONE,
26 THEY HAVE THEIR COMPLAINT YOU HEARD ABOUT THAT, I'M GOING TO
27 TELL YOU APPROXIMATE WHEN THE CRANE COMPLAINT WHICH IS PRETTY
28 MUCH WE HAVE WANT TO COLLECT THE AMOUNTS DUE [AUPBD] THE

1 CONTRACT, IT'S VERY CLEAR HOW MUCH WAS DUE AND THEN THEY WANT
2 TO COLLECT IT, THE THIRD COMPLAINT IS SMDC'S COMPLAINT, IT
3 WAS THE DRAFT COMPLAINT THAT SMDC SAYS WE'RE REALLY TO FILE,
4 WE'RE READY TO BE A PLAINTIFF TO COLLECT OUR MONEY BUT WE
5 WANT TO TALK AND KEEP IT PRIVATE AND NOT SCARE OFF THE
6 INVESTORS AND THEY FILED FIRST SO THEY COULD BE PLAINTIFF.
7 NOVEMBER 2ND, 2006. NOW WE GET A CHANCE HOW MANY YEARS LATER
8 FROM NOVEMBER OF 2006, 10 YEARS LATER E NOW WE GET A CHANCE
9 TO SAY GIVE [UFS] THE MONEY WE'RE OWED, WE WANT TO ENFORCE
10 THE CONTRACT. THEY DON'T WANT TO PAY IT SO ALL OF A SUDDEN,
11 OH MY GOODNESS, AFTER SIX YEARS OF WORKING TOGETHER H MR.
12 STEIN IS OUR LAWYER, MR. STEIN IS OUR LAWYER EVEN THOUGH WE
13 HAD ED HAMBURGER, EVEN THOUGH WE HAD RAE LAMOTHE, EVEN THOUGH
14 WE HAD MARILYN BARRETT AND ELIZABETH ARONSON AT THE SAME TIME
15 AND EVEN THOUGH WE PAID SHEPPARD MULLIN \$300,000, IN THE FACE
16 OF THOSE LAWYERS, MR. STEIN WAS OUR LAWYER TOO. ISN'T THAT
17 AMAZING, THEY'RE TRYING TO WIGGLE OUT OF THE AMOUNTS OWED BY
18 THE SMDC AGREEMENT AND YOU HAVE A COMPLAINT SET OF FALSE
19 HOODS THAT YOU'RE GOING TO HAVE TO SORT THROUGH HERE. NOW,
20 THE CRANE AGREEMENT, THE WAY THE CRANE AGREEMENT WORKED IS
21 THAT ONCE THE INVESTOR FUNDS CAME IN, THE TWO POINT
22 \$15,000,000 CAME IN, ALL THE AMOUNTS DUE UNDER THE CONTRACT
23 HAD TO BE PAID AND THEY WERE WHAT WAS CALLED LIQUIDATED
24 DEBTS, WHAT'S A LIQUIDATED DEBT? IT MEANS YOU OWE THE MONEY,
25 RIGHT, YOU GO TO THE RESTAURANT YOU HAVE YOUR MEAL THEY
26 PRESENT YOU THE MEAL, THAT CHECK IS MONEY YOU OWE, YOU ATE
27 THE FOOD, YOU OWE THE MONEY, THAT'S A LIQUIDATED DEBT. NOW
28 CRANE WAS PAID FOR HIM AND HIS PARTNER, 12,500 PER MONTH FROM

1 MARCH 1, IT [THOU|THOUSAND] FIVE TO JANUARY 31, 2007 FOR A
2 TOTAL OF 28 \$7,000. CRANE WAS PAID OUT OF THE INVESTOR FUNDS
3 50,000 OF THAT AMOUNT. NOW WHAT DOES IT MEAN WHEN YOU GET
4 PAID \$50,000 OUT OF THE LIQUIDATED DEBT OWED? IT'S AN
5 ACKNOWLEDGMENT THAT THE CONTRACT IS GOOD, THE DEBT IS GOOD,
6 IT'S BINDING, YOU'RE PAID \$50,000, THERE'S PART PERFORMANCE,
7 RIGHT? THAT'S A GOOD CONTRACT WHEN YOU GET A PAYMENT UNDER
8 IT, HE GOT \$50,000. NOW, IF THEY SAY OTHERWISE NOW IT'S
9 BECAUSE THEY'RE TRYING TO GET OUT OF IT, THEY SAY OH WELL
10 THEY ABANDONED THE FEDERAL RECOGNITION PROJECT SO GUESS WHAT
11 WE DON'T OH CREPE ANY MONEY, LONG TIME AFTER THE FACT, 10
12 YEARS TO SAY THAT. NOW ACCORDING TO THE CRANE CONTRACT ONCE
13 IT WAS TERMINATED BY EITHER PARTY ALL AMOUNTS ARE DUE AND
14 PAYABLE, THAT MEANS THAT ON THAT DAY IN JANUARY 2007 WHEN THE
15 CONTRACT WAS TERMINATED, THOSE AMOUNTS WERE DUE, THEY'VE BEEN
16 COLLECTING INTEREST EVER SINCE THEN THE COURT WILL TAKE CARE
17 OF THAT. NOW THE TERMINATION LETTER STATED THE ACCOUNTS, IT
18 SAYS 37,000 500 PLUS 24,000 900 67,000 IN INTEREST, THAT
19 INTEREST WAS FOR THE AMOUNTS THAT MR. CRANE HAD RISKED BY
20 TAKING A CONTRACT WITH PEOPLE THAT COULDN'T AFFORD TO PAY,
21 HOPING THEY WERE GOING TO GET FINANCING, NOW REMEMBER [TH-TS]
22 A CONTRACT APPROVED BY THE TRIBAL COUNCIL THEY'RE TRYING TO
23 AVOID THAT POINT THEY'RE SAYING MR. STEIN HIRED THEM H MR.
24 STEIN HAD NO AUTHORITY TO HIRE THEM, MR. STEIN DOESN'T OH 237
25 [THOU|THOUSAND], THEY THOUGHT AT TRYING [H-BGS] THEY [AUFT]
26 SO THE TORE SUE AND BE [SAOUTD] THEY [TPHAUT] SO HARD TO HAVE
27 STANDING NOW THAT WE'VE ESTABLISHED THOSE FACTS THEY'RE THE
28 GUYS ** THAT OWED CRANE THE MONEY, STEIN DIDN'T HIGHER THEM,

1 THEY DID. THAT'S WHAT THEY'RE TRYING TO AVOID. YOU'LL SEE
2 THESE AMOUNTS WERE NEVER PAID AND THEY WERE ACKNOWLEDGED BY
3 THE TALLEY REPORT IN OCTOBER 20 [#*] 2003, TALLEY WAS THE
4 TRIBES ACCOUNTANT, YOU'LL [PHAOELT] LORNA DERTADIAN FROM
5 TALLEY WHO WROTE THE TALLEY REPORT, YOU'LL MEET HER, YOU'LL
6 SEE THAT THE TALLEY REPORT SHOWS THAT THESE SUMS WERE DUE AND
7 THEY'RE COMPILED INDEPENDENTLY BY A DISINTERESTED COUNSEL
8 HIRED BY TRIBE. NOW WHAT DID CRANE DO FOR THE MONEY? WELL
9 WHAT WAS THE FEDERAL RECOGNITION PROJECT THAT WAS ABANDONED,
10 WELL FROM MARCH 1 OF 2005 THROUGH JANUARY 2007, OKAY SO
11 THAT'S ALL THE WAY THROUGH THE DISPUTE, THAT'S THROUGH THE
12 FILING OF THE COMPLAINT AGAINST SMDC, HE PROVIDED THE
13 SERVICES THAT CONSTITUTED THE FEDERAL RECOGNITION PROCESS.

14 -- THE FEDERAL RECOGNITION PROJECT. THAT INCLUDED PUTTING
15 IN AN APPLICATION FOR FEDERAL RECOGNITION BY BIA. AND YOU'LL
16 [PHAOE] RE: RE: RE: , STEIN WROTE A INDIAN LAW LITTLE
17 PIECE OF IT BUT [RA*U] RAY AND OTHER FOLLOW UP MEETING WERE
18 CONDUCTED MR. CRANE WITH MR. STEIN ** AND WHAT ABOUT LEE
19 [TPHREPLG] OF THE BIA SAY TO THEM, WHAT DID ANGELA [KEL] SEE
20 SAY TO THEM, THE GENERAL [COUNSEL'S | COUNSELS] OFFICE LAWYER?
21 THEY SAID TO GET FEDERAL RECOGNITION YOU GOT TO GET RID OF
22 YOUR FACTIONS, YOU'VE GOT TO PULL THEM TOGETHER AND THAT WAS
23 THE ONE THING THAT THESE GUYS WERE NOT WILLING TO DO. YOU'LL
24 SEE WHAT THEY DID TO THE DIOGUENOS, THAT SAN JUAN CAPISTRANO,
25 THESE A- THE MISSION INDIANS FOR SAN JUAN CAPISTRANO, WENT IN
26 FOR FACULTY AND THEY HAD THREE MAJOR FACTIONS WHEN THE BIA
27 SAID PUT THEM TOGETHER, THEY SAID HECK NO, WE ARE TOO PROUD
28 OF BEING TRIBAL COUNCIL MEN, WE ARE TOO PROUD OF BEING THE

1 AUTHORITY AROUND HERE, WE ARE TOO PROUD TO SIT DOWN WITH
2 OTHER DESCENDENTS OF THE HISTORIC GABRIELINO-TONGVA TRIBE,
3 THAT'S WHAT HAPPENED TO THE DIOGUENOS, YOU'LL SEE THAT
4 EVIDENCE, GABRIELINOS WERE TOLD TO AVOID THE SAME MISTAKE.
5 FINALLY YOU'LL SEE MEETINGS WITH U.S. SENATOR DIANE
6 FEINSTEIN, YOU KNOW HER, DIANNE FEINSTEIN. [WHOEF] [AOE]
7 BARBARA BOXER, I MET WITH HER STAFF SEVERAL TIMES, DAN CRANE
8 WILL TRY [TORBGS]. [SUFPLT] [AUFPLT] [CON|COULD NOT] [TPRES]
9 [AOE] MAN FROM L.A. COUNTY HAS A BIG WAVE ATE BIA, THE **
10 CONFERENCE AT COMMITTEES THAT OVERSEE THE BUDGET THEY HAVE A
11 BIG SAY AT THIS THEY ALL HAVE MEETINGS H THIS DOESN'T TAKE A
12 LITTLE BIT OF TIME, YOU'VE GOT TO ARRANGE MEETINGS YOU'VE GOT
13 TO PROVIDE THEM BACKUP PAPERS, YOU'VE GOT TO PREP AND THEN
14 YOU'VE GOT TO PETE WITH THEM AND THEN WHEN THEY CHANGE THE
15 MEETING SEVEN TIMES YOU'VE GOT TO SAY THANK YOU VERY MUCH
16 I'LL BE THERE AT THE NEW TIME, OH ANOTHER NEW TIME? OH THANK
17 YOU VERY MUCH WE'LL DO THAT TOO. SO THIS IS WHAT CRANE DID
18 FOR THE MONEY, THERE WAS NO ABANDONMENT OF THE PROJECT AND
19 THAT MONEY IS OWED, THEY'RE TRYING TO WIGGLE OFF THE HOOK
20 YOU'RE GOING TO HAVE TO RECEIVE WHETHER THEY GO WIGGLE OFF
21 THE HOOK. SECOND THE SMDC AGREEMENT, WELL PAYMENT WAS DUE
22 ONCE THE INVESTOR FUNDS WERE DUE, TWO POINT \$15,000,000 WAS
23 RECEIVED. AT ONE POINT IN 2003 WE THOUGHT OH MY GOODNESS,
24 MR. STEIN HAS AN INVESTOR FOR A MILLION DOLLARS, LET'S DO A
25 DEFERRAL OF THAT AMOUNT FOR THE INVESTOR IN 2003. THE
26 INVESTOR DIDN'T PAN OUT, THAT DOESN'T APPLY TO 2006. THE
27 PAYMENT WAS DUE ONCE THE TWO POINT \$15,000,000 WAS RECEIVED
28 AND IT WAS A LIQUIDATED DEBT. AT THAT POINT WHAT WAS DUE?

1 IT WAS THE AMOUNTS NOT PAID, 230 THOUSAND DOLLARS WAS PAID
2 BUT 1,000,000 59 5,000 IN FEES WERE NOT PAID. 232,000 IN
3 REIMBURSABLE EXPENSES WERE NOT PAID. A BOAT LOAD OF
4 INTEREST, ABOUT SIX \$17,000 WAS NOT PAID, THEY'RE TRYING TO
5 WIG OFF THE OFF THE HOOK NOW BY SAY OH MR. STEIN WASN'T
6 WORKING FOR US AS A BUSINESSMAN HE WAS OUR ATTORNEY, WE HAD
7 OTHER ATTORNEYS SURE BUT HE WAS OUR ATTORNEY AND MAYBE WE CAN
8 WIGGLE OFF THE HOOK FOR THAT DEBT. YOUR JOB IS TO ENFORCE
9 CONTRACTS, IF CONTRACTS ARE NOT ENFORCED HOW THE HECK IS THE
10 CALIFORNIA ECONOMY GOING TO MOVE FORWARD, IF YOU DON'T
11 ENFORCE CONTRACT WHO'S GOING TO RISK CAPITAL AND LABOR ON A
12 CONTRACT. NOW PAYMENTS WERE MADE IN THE AMOUNT OF 230
13 THOUSAND DOLLARS LEAVING THOSE OTHER AMOUNTS UNPAID. WHAT
14 DOES IT MEAN WHEN PAYMENTS ARE PAID IN THE AMOUNT OF 230
15 THOUSAND DOLLARS, IT MEANS THE CONTRACT WAS GOOD. THAT MEANS
16 IN 2006 WHEN THOSE PAYMENTS WERE MADE, THAT CONTRACT WAS
17 GOOD, THEY'RE ACKNOWLEDGING IT, THEY'RE PARTIALLY PERFORMING
18 IT ON BOTH SIDES. SMDC IS GIVEN SERVICES FOR FIVE [TPHRAF]
19 YEARS [-RBGZ] THAT'S PERFORMANCE, GAVE IT TO THESE GUYS
20 ACCORDING TO WHAT YOU'VE DECIDED NOW AND THEY GAVE SMDC A
21 PARTIAL PAYMENT OF 230 THOUSAND DOLLARS, THAT MEANS THE
22 CONTRACT IS GOOD, THEY ARE GOING TO SAY THAT CONTRACT IS NO
23 DARN GOOD FOR A VARIETY OF REASONS BECAUSE WHAT'S THIS ABOUT?
24 IT'S ABOUT THE MONEY NOW. SO ACCORDING TO THE CONTRACT THAT
25 SMDC HAD, ONCE IT WAS TERMINATED BY EITHER PARTY, ALL AMOUNTS
26 WERE DUE AND PAYABLE, WE SAID WHAT THOSE AMOUNTS WERE, THOSE
27 AMOUNTS ARE CONFIRMED BY THE TALLEY REPORT, BY THE FIRST
28 DEMAND LETTER, BY THE SECOND DEMAND LETTER, THE THIRD DEMAND

1 LETTER, AND DID THEY EVER SAY NO THOSE AMOUNTS ARE A LITTLE
2 WRONG, TALLEY MISSED SOMETHING, NO YOUR DEMAND LETTER IS NOT
3 CORRECT, LET'S TALK ABOUT IT? NO THEY SIMPLY WENT INTO A
4 LAWSUIT BECAUSE THEY DIDN'T WANT TO PAY ANY MONEY AT ALL AND
5 WE KNOW THAT WHY? BECAUSE HERE WE ARE 10 YEARS LATER THEY
6 STILL HAVEN'T PAID A DIME, NOT ONE DIME AND THEY HAD \$898,000
7 [-FPL] THE SHERIFF'S EVEN CAME BY SAYING BECAUSE IT'S SO
8 CLEAR THAT YOU OH AT LEAST EIGHT \$12,000 WE'RE GOING TO HAVE
9 A WRIT ISSUED BY A COURT TO TAKE YOUR RECORDS, THEY'RE SAYING
10 STEIN IS LIABLE FOR TAKING THEIR RECORDS, STEIN DIDN'T TAKE
11 THEIR RECORDS, THE SHERIFF'S DID. DID STEIN TURNOVER THE
12 RECORDS TO THE SHERIFF? YES WHEN THEY CAME TO THE SMDC HE
13 TURNED OVER THE RECORDS BUT THEY WERE THE RECORDS OF THE
14 TRIBAL ADMINISTRATION OFFICE, NOT THE RECORDS OF THE LAW
15 OFFICES OF JONATHAN STEIN, THEY WERE THE RECORDS HELD BY THE
16 TRIBAL ADMINISTRATOR BARBARA GARCIA, [WOERT] FOR JONATHAN
17 STEIN NO DOUBT ABOUT IT, DID WHAT JONATHAN WANTED MOST OF THE
18 TIME BUT YOU HEARD HER SAY SHE KNEW RIGHT FROM WRONG SHE HELD
19 THOSE RECORDS FOR THE MEMBERS THEY WERE, AND WHEN THE SHERIFF
20 LEVIED ON THEM SHE SAID FINE HERE THEY ARE, SHERIFF TURNED
21 THEM OF TO SMDC, SMDC TURNED THEM OVER TO THE CANDELARIA
22 FACTION WHERE THE MAJORITY OF MEMBERS WERE. DID [SKWRA*S]
23 AND SMDC KNOW 10 YEARS AGO WHO WAS GOING TO BE FOUND TO BE
24 THE REAL PARTY IN INTEREST, WAS IT A GOOD GUESS MAYBE THAT
25 1500 MEMBERS MIGHT BE THE REAL PARTY IN INTEREST AND THE
26 PEOPLE WERE 200 MEMBERS MIGHT NOT BE? YOU'RE GOING TO BLAME
27 HIM FOR DOING THAT OR ARE YOU GOING TO BLAME HIM FOR DOING
28 WHAT THE COURT ORDERED, THE COURT ORDERED ATTACH THOSE

1 RECORDS. THEY'RE SAYING TO BLAME HIM? WHY BECAUSE IT'S
2 ABOUT MONEY THEY WANT DAMAGED THEY DON'T WANT THEIR RECORDS,
3 THEY WANT DAMAGED AND WE'LL SHOW THAT ONE REASON WE HAVE
4 UNSIGNED RECORDS THAT YOU'LL SEE IS BECAUSE WHEN THEY LEFT ON
5 SEPTEMBER 9TH, WHEN JONATHAN STEIN LEFT HIS OFFICE OPEN, LEFT
6 THEM THERE THEY TOOK OUT NOT JUST THE CHECK BOOKS THEY TOOK
7 OUT THE ORIGINAL OFFICIAL ACTIONS OF GT TRIBE AND THEN WHEN
8 THE SHERIFF'S CAME THEY NEVER GAVE THEM TO THE SHERIFF'S,
9 THEY HAD HIDDEN THEM IN THE HOMES OF THE TRIBAL COUNCIL MEN,
10 NOT IN THE OFFICE WHERE THE WRIT OF ATTACHMENT WAS, THEY WILL
11 SAY OTHERWISE, YOU WILL HAVE TO SEE WHAT THE TRUTH WALLS H
12 BUT YOU'LL SEE THE WRIT OF ATTACHMENT INVENTORY DOES NOT
13 CHEWED 10, FOUR INCH THICK WHITE NOTEBOOKS WHICH HAD ALL THE
14 OFFICIAL ACTIONS OF THE TRIBE AND WHILE WE'RE TALKING ABOUT
15 OFFICIAL ACTIONS, LET'S TALK ABOUT THIS ATTORNEY-CLIENT
16 RELATIONSHIP THING FOR A SECOND. YOU NEED ANNA SENT TO HAVE
17 AN ATTORNEY-CLIENT RELATIONSHIP. THE CLIENT HAS TO ASSENT,
18 THE ATTORNEY HAS TO A- [S*FRPBT] SENT, THERE HAS TO BE A
19 CONTRACT, YOU'LL HEAR WILLIAM MILLS, AN EXPERT ON CALIFORNIA
20 LAW WHO'S MADE HIS LIVES WORK, HIS PROFESSIONAL LIVES WORK,
21 PROFESSIONAL MALPRACTICE ISSUES, PROBABLY THE MOST WIDELY
22 USED EXPERT IN LOS ANGELES COUNTY, VERY DOWN TO EARTH GUY,
23 YOU'LL MEET HIM AND WHAT HE'LL SAY IS YOU CAN'T HAVE AN
24 ATTORNEY-CLIENT RELATIONSHIP WITHOUT A CONTRACT AND YOU CAN'T
25 FORM A- AN ATTORNEY-CLIENT RELATIONSHIP WITHOUT AGREEMENT FOR
26 BOTH SIDES. DOES IT HAVE TO BE IN WRITING, NOT NECESSARILY,
27 IT DOESN'T HAVE TO BE ANY WRITING BUT THERE HAS TO BE AN
28 AGREEMENT TORE A SCOPE OF REPRESENTATION, IS IT FOR THIS

1 TRIAL, IS IT FOR THIS TRIAL PLUS THE APPEAL, IS IT FOR THIS
2 TRIAL PLUS A SEPARATE TRIAL THAT MAY BE GOING ON SOMEWHERE
3 ELSE, IS IT FOR 2001 OR IS IT FOR 2001 AND TWO.

4 MR. STEIN: THEY'RE GOING TO SAY IT'S FOR 2001 AND
5 TWO AND THREE FOUR AND FIVE AND SIX AND FOR EVERYTHING THAT
6 HAPPENED UNDER THE SMDC AGREEMENT. THEY'RE DOING THAT TO
7 WIGGLE OFF THE HOOK THEY'RE DOING THAT TO AVOID THE DEBT TO
8 SMDC AND THEY'RE DOING THAT BECAUSE THEY WANT TO SCORE BIG
9 TIME AGAINST MR. STEIN AND FIND WHAT? GET THIS (INDICATING)
10 GET THIS FROM MR. STEIN, RUIN HIS LIFE, RUIN HIS WIFE'S LIFE
11 DO WHATEVER THEY CAN.

12 THE COURT: COUNSEL THAT'S INAPPROPRIATE ARGUMENT,
13 THAT ARGUE [S-L] [TR*EUPB].

14 MR. STEIN: YES YOUR HONOR.

15 THE COURT: FIRST OF ALL IT'S ARGUMENT, YOU NEED TO
16 STICK TO THE FACTS.

17 MR. STEIN: SURE. AND THE FACTS SHOW THAT WHILE
18 THERE'S BEEN A SETTLEMENT HERE WITH THE CANDELARIA GROUP
19 THERE'S BEEN NO PAYMENTS AS TO THAT, THE COURT WANTS YOU TO
20 FIGURE OUT THE DAMAGES OWED BY THESE PEOPLE AND THEN THE
21 COURT WILL MAKE SURE THERE'S NO DOUBLE PAYMENT, SO WHAT DID
22 SMDC DID FOR ITS ONE POINT 59 5,000,000 IN FEES NOT PAID, AS
23 WELL AS THE 230 THAT WAS PAID, YOU'LL HERE EXTENSIVE
24 TESTIMONY ABOUT MR. STEIN'S WORK ON FEDERAL RECOGNITION.
25 IT'S AN A- ABANDONED PROJECT WELL THEN WHY DID MR. STEIN FLY
26 TO WASHINGTON SO OFTEN TO GO CIRCULATE THE HALLWAYS WITH MR.
27 CONTAIN. YOU'LL HERE EXTENSIVE WORK ON THE STATE AGREEMENT
28 THAT WAS FUNDED BY LIBRA FOLKS, THE LIBRA INVESTORS WANT THE

1 STATE AGREEMENT TO GO FORWARD. SHE SAID WELL OH BEFORE THE
2 LIBRA HAD INVESTMENT CAME ME THE LEDGE COUNSEL SAYS THIS IS
3 TOO HARD TO DO WELL THEN WHY DID A GROUP OF VERY SAVVY
4 INVESTORS FUND A PROJECT THAT'S IMPOSSIBLE TO DO BECAUSE
5 YOU'LL SEE THE LIBRA AGREEMENT IT SPECIFICALLY PROVIDE FOR
6 THE [STO*G] PROJECT THAT'S WHY THERE'S SO MUCH WORK ON THE
7 THAT THEY FUNDED IT THEY WANTED A FASTER RETURN ON THEIR
8 INVESTMENT THAN FEDERAL RECOGNITION WOULD [PROEFTD] ** BUT
9 THE FEDERAL RECOGNITION PROJECT STILL WENT FORWARD ANYWAY.
10 NOW HULL ALSO HEAR THAT THERE IS A SUPPOSED ATTORNEY-CLIENT
11 RELATIONSHIP WITH THE TRIBAL COUNCIL BUT YOU'VE ALREADY HEARD
12 WHAT YOU'LL SEE IS A THEME HERE, AND THAT IS THE TRIBAL
13 COUNCIL IS THE BODY OF AN UNINCORPORATED ASSOCIATION, AN
14 UNINCORPORATED ASSOCIATION WHICH IS WHAT YOU FOUND GT TRIBE
15 TO BE, AN UNINCORPORATED ASSOCIATION OR PARTNERSHIP HAS TO
16 WORK THROUGH ITS GOVERNING BODY, IT HAS TO MAKE FIFTH
17 COLLECTIVE DECISION INDIVIDUALS JUST CAN'T SAY I'M EDGAR
18 PEREZ OR I'M SAM DUNLAP OR I'M VIRGINIA CARMELO AND I DECIDE
19 THIS, YOU'VE GOT TO HAVE A COLLECTIVE DECISION, THAT WOULD
20 INCLUDE A COLLECTIVE DECISION TO EMPLOY AN ATTORNEY LIKE
21 JONATHAN STEIN. THEY COLLECTIVELY DECIDED TO EMPLOY ED
22 HAMBURGER, THEY COLLECTIVELY DECIDED TO [PHROEUF] RAE
23 LAMOTHE, THEY COLLECTIVELY DECIDE TODAY EMPLOY MARILYN
24 BARRETT, THEY [SKPHEFBGD] [AOE] ELIZABETH ARONSON AND THEY
25 COLLECTIVELY WILL HE SIDE TODAY EMPLOY SHEPPARD MULLIN BUT
26 WHAT YOU'LL HEAR IS I PERSONALLY THOUGHT JON STEIN IS WAS
27 PLUS JON STEIN. AND SAM DUNLAP WILL SAY JON STEIN WAS ANY
28 MONTHLY OR MORALES LITIGATION, HE WAS HAZE RAE LAMOTHE, RAE

1 LAMOTHE HAD TO EXECUTE A CONFLICT OF INTEREST WAIVER BECAUSE
2 THEY REPRESENTED THE TRIBE ** TO REPRESENT INDIVIDUALS. THAT
3 BIG DISTINCTION, BIG TIME DISTINCTION BETWEEN INDIVIDUALS AND
4 A GOVERNING BOARD IS BEING FUNNELED, IT'S BEING MADE FUZZY
5 AND IT'S BEING MADE TO DISAPPEAR WITH HALF TRUTHS AND FALSE
6 HOODS THAT YOU WILL HAVE TO FILTER THROUGH. NOW THE CONSENT
7 OF THE GT TRIBE AL COUNSEL YOU WILL NEVER FIND, YOU WILL
8 NEVER FIND A RESOLUTION, YOU WILL NEVER FIND A WRITING, BUT
9 THEY SAY IT EXISTS, IT EXISTS H YOU'LL ALSO FIND ANOTHER
10 THING ABOUT THIS SUPPOSE [H-D] ATTORNEY-CLIENT RELATIONSHIP,
11 IT DIDN'T GET ANY PAYMENT TO MR. STEIN, MR. STEIN WAS
12 SUPPOSED TO DO IT FOR FREE, HE WAS SUPPOSED TO WORK AS A
13 LAWYER FOR SIX YEARS ** DOING MUCH THE SAME WORK THAT SMDC
14 AGREEMENT PROVIDED FOR AND DO IT FOR FREE, ZERO DOLLARS, ZERO
15 DOLLARS PAID, ZERO DOLLARS [TKPWRAO*ET] AGREED, MR. STEIN DID
16 IT BECAUSE HE'S GOT A HEART, I GOT A HEART THAT'S WHY I
17 WORKED FOR SIX YEARS AS AN CONTRACT WITHOUT A CONTRACT,
18 THAT'S WHAT YOU HAVE TO BELIEVE IN ORDER TO FIND IN FAVOR OF
19 PLAINTIFFS ON THAT. NOW BESIDES THE ATTORNEY-CLIENT
20 RELATIONSHIP WHICH IS AGAIN DESIGNED TO GET THEM OUT OF THE
21 SMDC AGREEMENT AND TO GET A RECOVERY FOR MR. STEIN, THEY SAY
22 THAT THERE WAS A BREACH OF FIDUCIARY DUTY AND THEY SAY FIRST
23 THERE WAS A BREACH OF FIDUCIARY DUTY BECAUSE HE WAS OUR
24 ATTORNEY. WELL THERE'S NO WRITTEN AGREEMENT SAYING THERE WAS
25 AN ATTORNEY, THERE WAS NO CONSENT TO A CONTRACT BUT THEY'RE
26 JUST JUMPING OVER THE LOGIC. OH BECAUSE HE WAS AN ATTORNEY,
27 HE OWED US A FIDUCIARY DUTY AND HE BREACHED IT, WELL FIRST
28 YOU'VE GOT TO FIND THE ATTORNEY-CLIENT RELATIONSHIP TO DO

1 THAT, YOU'LL SEE EVIDENCE THAT THAT'S JUST NOT THE CASE.
2 THEN WE'LL SAY OH MR. STEIN HE WAS AN OFFICER, [S-FRS] AFTER
3 GABRIELINO-TONGVA GAMING AUTHORITY, YOU'LL [SAOELD] FIFTH MR.
4 GABRIELINO-TONGVA GAMING AUTHORITY THAT MR. STEIN WAS
5 SUPPOSED TO BE CEO OF WAS NEVER SET UP IT WAS SUPPOSED TO BE
6 AN UNINCORPORATED ASSOCIATION LIKE THE TRIBE BUT IT WAS NEVER
7 SET UP, THE TRIBAL COUNCIL NEVER ACTED. THEY WANTED TO SET
8 IT UP BUT IT DIDN'T, BUT THAT'S NOT -- THAT'S NOT STOPPING
9 PLAINTIFFS, THEY'RE SAYING HEY YOU BREACHED A FIDUCIARY DUTY
10 BECAUSE YOU WERE CEO GABRIELINO-TONGVA TRIBAL GAMING
11 AUTHORITY, THEY NEVER SET IT UP. FURTHERMORE THEY SAY THAT
12 THERE IS CONVERSION, YOU'VE HEARD ABOUT THAT, THEY ARE TRYING
13 TO A- INVOICE THE [TPHABGT] THE [K*ERGS] WAS FROM A DEFINITE
14 LEVEE AND THAT THE RECORDS BELONGS TO INDIVIDUAL. FINE
15 [HAOEF] THEY SAY [THEUF] THEY THIS NO KNOWLEDGE OF THE STATE
16 ACTIVITIES YOU'VE SO SEE THEY HAD PLENTY OF KNOWLEDGE BUT
17 WHAT THEY DIDN'T HAVE PLENTY OF IS MY FINAL TOPIC AND I HOPE
18 I HAVEN'T TALKED TOO LONG, DAMAGES. WHERE ARE THE DAMAGES?
19 YOU'LL SEE THE LIBRA AGREEMENT, LIBRA HAD NO OBLIGATION TO
20 FUND ANY MONEY WHATSOEVER AFTER THE 2.15 MILLION THEY COULD
21 DO IT IF THEY WANTED TO, THEY DIDN'T WANT TO GET INVOLVED IN
22 A LAWSUIT BETWEEN THE TWO PEOPLE THAT THEY NEEDED, THEY
23 NEEDED SMDC TO DO THE WORK, THEY NEEDED THE TRIBAL COUNCIL TO
24 BE COHERENT ALL THEY SAID IS SOMETHING VERY SIMPLE, VERY
25 SIMPLE, SETTLE YOUR LAWSUIT, GET OVER IT, DON'T GET US IN
26 TROUBLE, THEY REFUSED TO DO THAT. THEY PREFERRED THE LAWSUIT
27 JUST LIKE THEY PREFERRED FACTIONS, COULD HAVE BEEN COULD HAVE
28 HAD -- MAYBE THEY COULD HAVE HAD FEDERAL RECOGNITION IF THEY

1 DIDN'T HAVE FACTIONS IT DOESN'T MATTER THEY PREFERRED FACULTY
2 [-Z]. HEY MAYBE THEY COULD HAVE HAD MORE MONEY AND CONTINUED
3 THE CASINO PROJECT NO NO [THO] THEY PREFERRED THE FIGHT. WHY
4 DO WE KNOW THEY PREFERRED THE FIGHT WELL HERE WE ARE 10 YEARS
5 LATER AND THEY ARE STILL FIGHTING. AND YOU HAVE HAVE TO ASK
6 YOURSELF AFTER 10 YEARS WHERE ARE THE DAMAGES, YOU'LL FIND
7 THAT THERE IS NO EVIDENCE OF THAT. THANK YOU AGAIN.

8 THE COURT: OKAY THANK YOU. AND NOW YOU MAY BEGIN
9 YOUR CASE IN CHIEF.

10 MS. IBARRA: OKAY THANK YOU.

11 THE COURT: PLAINTIFF MAY CALL THEIR FIRST WITNESS.

12 MS. IBARRA: FIRST WITNESS, PATRICIA NEMINSKI.

13 THE COURT: MA'AM WOULD YOU COME FORWARD AND STAND
14 RIGHT BEHIND THE COURT REPORTER TO MY LEFT?

15 A. RIGHT HERE.

16 THE COURT: YES BEHIND HER FACE THE CLERK TO MY
17 RIGHT.

18 THE CLERK: * * STATE SO HELP YOU GOD * *?

19 A. I DO.

20 THE CLERK: THANK YOU YOU MAY HAVE A SEAT TO YOUR
21 RIGHT. MA'AM COULD YOU PLEASE STATE AND SPELL YOUR FIRST AND
22 LAST NAME FOR THE RECORD?

23 A. IT'S PATRICIA P A T R I C I A, MY MIDLE NAME IS MAE M
24 A E, NEMINSKI, N E M I N S K I.

25 THE CLERK: THANK YOU.

26 THE COURT: THANK YOU YOU MAY BEGIN.

27 Q. BY MS. IBARRA: GOOD MORNING MS. NEMINSKI?

28 A. GOOD MORNING.

1 Q. I'M GOING TO START BY ASKING YOU IF YOU'RE FAMILIAR
2 WITH MR. JONATHAN STEIN?

3 A. YES, I AM.

4 Q. CAN YOU [STKRAOEUB] HOW HAD YOU KNOW HIM?

5 A. IN LATE FALL OF 2000 HE CAME TO US, WE HAD OUR OWN
6 FAMILY GROUP, THE GABRIELINO-TONGVA GROUP AND HE CAME TO US
7 WITH A PROPOSAL TO -- FOR FEDERAL -- TO HELP US WITH FEDERAL
8 RECOGNITION AND DO A CASINO.

9 Q. SO AND YOU SAID US, AND YOU REFERRED TO AS THE
10 GABRIELINO-TONGVA TRIBE?

11 A. YES.

12 Q. WAS IT AT THAT POINT ALSO KNOWN AS THE VELASQUES
13 GROUP?

14 A. YES.

15 Q. WAS IT ALSO --?

16 A. IT WAS KNOWN AS A -- IT WAS KNOWN AS THE
17 GABRIELINO -- GABRIELINO [TK*EG] COASTAL I BELIEVE.

18 Q. COASTAL, SO THAT WAS ANOTHER NAME THAT YOU USED?

19 A. YES.

20 Q. WERE THERE OTHER NAMES THAT YOU USED?

21 A. THAT WAS THE ONLY ONE I KNEW OF AT THE TIME.

22 Q. AND YOU DIDN'T USE THE VELASQUES GROUP?

23 A. HE MIGHT HAVE AFTERWARDS, I DON'T KNOW, I JUST KNEW
24 IT AS THAT.

25 Q. DID OTHER FAXES REFER TO YOU AS THAT?

26 A. I THINK SO.

27 Q. AND WAS JIM VELASQUES YOUR CHIEF?

28 A. YES HE WAS.

1 Q. AND WAS THAT [KPOESZ]-D OF BASICALLY VELASQUES
2 FAMILY MEMBERS?

3 A. YES.

4 MR. STEIN: OBJECTION LEADING.

5 THE COURT: SUSTAINED.

6 Q. BY MS. IBARRA: SO WHO MADE UP YOUR GROUP, THE GROUP
7 YOU DESCRIBED AS GABRIELINO-TONGVA TRIBE?

8 A. IT WAS ALL FAMILY, THE DIFFERENT LINES OF VELASQUES
9 FAMILY.

10 Q. DIFFERENT LINES OF VELASQUES?

11 A. NODS THERE AND WERE YOU ON THE TRIBAL COUNCIL OR
12 WERE YOU --?

13 A. YES, I WAS I WAS ON THE COUNCIL.

14 Q. HOW DID YOU COME TO BE ON THE TRIBAL COUNCIL?

15 A. I ATTENDED A MEETING IN JULY OF '99 AND THEY HAD A
16 VOTE WITH WHO WAS THERE THAT DAY AND HE WAS VOTED ON TO THE
17 COUNCIL.

18 Q. SO IT WAS -- WOULD YOU DESCRIBE IT AS AN INFORMAL
19 VOTE?

20 A. YES.

21 Q. BECAUSE IT WASN'T ALL THE MEMBERS?

22 A. YES.

23 Q. AND YOU SAID YOU ENCOUNTERED MR. STEIN WHAT YEAR?

24 A. 2000.

25 Q. IN 2000. AND DID HE COME TO ONE OF YOUR MEETINGS?

26 A. YES.

27 Q. HOW OFTEN DID YOU MEET HIM DURING THAT TIME PERIOD?

28 A. I DON'T KNOW I DON'T RECALL. SOMETIMES IT WAS ONCE

1 A MONTH, STILL IT WAS MORE, WE WERE HAVING MEETINGS TOO SO
2 I'M NOT -- I'M NOT EXACTLY SURE ON THAT.

3 Q. OKAY. AND EVENTUALLY YOU WERE PRESENTED WITH THE
4 SMDC AGREEMENT, CORRECT?

5 A. YES.

6 Q. DO YOU RECALL WHEN THAT WAS?

7 A. I THINK IT WAS TOWARDS THE END OF THE YEAR OF 2000,
8 HE STARTED IN WITH IT AND WE MOVED FORWARD LOOKING IT OVER
9 AND TRYING TO FIND A LAWYER TO LOOK IT OVER.

10 Q. SO I'M GOING TO REFRESH YOUR RECOLLECTION BY JUST
11 HAVING YOU LOOK AT THE AGREEMENT WHICH IS IN THE WHITE BINDER
12 BEHIND YOU THERE'S GOING TO BE 569 IS THE SMDC AGREEMENT?

13 A. I DON'T SEE ANYTHING LABEL.

14 THE COURT: DO YOU WANT TO HELP HER.

15 MS. IBARRA: YEAH I'LL GO PULL IT FOR YOU?

16 A. I'M SORRY.

17 Q. SO IT'S GOING TO BE IN VOLUME I HERE?

18 A. I NEED TO BE ABLE TO GET MY GLASSES IN ORDER TO SEE
19 THEM.

20 Q. OKAY YOU WANT TO GET YOUR GLASSES?

21 A. YES I'M SORRY.

22 THE COURT: YES YOU MAY STEP DOWN TO GET YOUR
23 GLASSES.

24 MR. STEIN: YOUR HONOR WOULD IT BE HELPFUL TO A-
25 VIEW EXHIBIT 569 ON THE PROJECTOR.

26 MS. IBARRA: YES IT WOULD BE. THANK YOU.

27 THE COURT: WHILE HE'S DOING THAT, YOU CAN START
28 EXAMINING HER.

1 MS. IBARRA: SURE.

2 MS. IBARRA:

3 Q. SO MS. NEMINSKI DOES THIS REFRESH YOUR RECOLLECTION?

4 A. YES.

5 Q. DO YOU RECALL THIS DOCUMENT?

6 A. YES.

7 Q. DO YOU RECALL WHAT DATE YOU WERE PRESENTED WITH THIS
8 DOCUMENT?

9 A. I BELIEVE IT WAS EARLIER THAN FEBRUARY, HE DID
10 SEVERAL COPIES OF IT BUT I CAN'T EXACTLY BE SURE THE EXACT
11 DATE BUT THIS -- THEY DID BRING IT IN AND WE WENT OVER IT AND
12 HE CHANGED IT A COUPLE TIMES, HE ADDED THINGS TO IT SO --

13 Q. SO IT'S YOUR RECOLLECTION THAT HE CAME TO YOUR
14 MEETINGS MORE THAN ONCE THEN?

15 A. OH YES WE HAD MANY MEETINGS WITH HIM.

16 Q. DO YOU RECALL THE DATE THAT YOU -- WELL ACTUALLY,
17 WHY DON'T YOU LOOK AT THE SIGNATURE PAGE OF THE FIRST
18 RESOLUTION AFTERWARDS BECAUSE DO YOU RECALL THAT YOU APPROVED
19 THIS DOCUMENT, YOU PERSONALLY?

20 A. SOME OF THEM I AND SOME OF THEM I DIDN'T, I VOTED NO
21 ON SOME OF THEM.

22 Q. SOME OF THEM, DO YOU MEAN THE CONTRACT DO YOU MEAN
23 THE RESOLUTIONS?

24 A. THE RESOLUTIONS BUT THE CONTRACT, NO, I DID NOT
25 AGREE WITH BUT I WAS OUT VOTED.

26 Q. OKAY. SO WHY DIDN'T YOU AGREE WITH THE CONTRACT?

27 A. WELL WE HAD NEVER HAD LEGAL REPRESENTATION BE ABLE
28 TO GO OVER IT AND MAKE SURE IT WAS YOU KNOW FAIR TO US AND I

1 DIDN'T TRUST MR. STEIN.

2 Q. OKAY. AND WHY DIDN'T YOU TRUST MR. STEIN?

3 A. FROM THE VERY BEGINNING HE HAD TOLD US THAT -- I
4 CAUGHT HIM IN A LIE, HE HAD TOLD US THAT I -- HE WORKED FOR
5 AGUA CALIENTE AND I CALLED THEM UP AND TALKED WITH THE
6 CHAIR.

7 Q. SO YOU CALLED AGUA CALIENTE.

8 A. YES.

9 THE COURT: WHAT'S AGUA CALIENTE?

10 A. IT'S ANOTHER TRIBE, IT'S A KIWIAN TRIBE. THEY'RE
11 OUT IN PALM DESERT.

12 MS. IBARRA: ARE THEY A FEDERALLY RECOGNIZED TRIBE?

13 A. YES, THEY ARE.

14 THE CLERK: YOUR HONOR I'M SORRY THERE'S SOMETHING
15 ON THE SCREEN, I'M NOT SURE WE'RE NOT SURE IF IT SHOULD BE.

16 MS. IBARRA: THIS IS THE AGREEMENT.

17 THE CLERK: CAN YOU TILT IT UP.

18 MS. IBARRA: SO THIS IS THE SMDC AGREEMENT WHICH THE
19 JURY HAS SEEN A LOT OF ALREADY, SO IT'S DATED FEBRUARY 1,
20 2001 SO IT'S YOUR RECOLLECTION THAT YOU DISCUSSED IT AROUND
21 THAT DATE?

22 A. UH-HUH.

23 Q. AND THAT YOU DIDN'T SIGN IT. SO BUT I INTERRUPTED
24 YOU WHEN YOU WERE DISCUSSING THE AGUA CALIENTE?

25 A. YES SO CAN YOU DESCRIBE THAT AGAIN, WHAT THAT
26 MISREPRESENTATION WAS THAT BOTHERED YOU?

27 A. HE SAID THAT HAD HE WORKED FOR AGUA CALIENTE AND SO
28 I WENT HOME AND I CALLED MR. MEL ON [SREUFP] WHO WAS THE

1 CHAIR AT THE TIME AND ASKED HIM IF HE HAD WORKED FOR THEM OR
2 NOT.

3 Q. SO YOU KNEW MR. MEL?

4 A. YES. WELL I DIDN'T KNOW HIM PERSONALLY AT THE TIME
5 BUT HE IS MY RELATION THROUGH MY GRANT MOTHER.

6 Q. SO HE'S YOUR COUSIN OR SOMETHING?

7 A. YES A DISTANCE [KUSZ] I UNDERSTAND.

8 Q. SO YOU CALLED HIM AND WHAT DID HE SAY?

9 A. HE SAID NO HE HAD NOT , HE WAS FURIOUS AND HE TOLD
10 ME THAT ZERO HAD ALREADY --.

11 Q. WHO IS HE?

12 A. MR. MEL, MR. RICHARD MEL ON [SREUFP] HE HAD ASKED.

13 MR. STEIN: OBJECTION HEARSAY.

14 THE COURT: SUSTAINED.

15 MS. IBARRA:

16 Q. SO HAD A CONVERSATION WITH MR. MEL?

17 A. YES.

18 Q. ABOUT REPRESENTATION THAT'S MR. STEIN MADE?

19 A. UH-HUH.

20 Q. SO AFTER YOU HAD A CONVERSATION.

21 MR. STEIN: OKAY IT'S TESTIMONY BY LAWYER NO

22 QUESTION FEND-G.

23 THE COURT: [TPHOFRLD].

24 MS. IBARRA:

25 Q. SO AFTER YOU HAD A CONVERSATION WITH MR. MEL WHAT
26 WAS YOUR UNDERSTANDING OF MR. STEIN'S RELATIONSHIP WITH AGUA
27 CALIENTE?

28 A. THAT HE HAD NEVER WORKED FOR THEM AND THAT HE

1 CONTINUED TO TELL PEOPLE THAT HE HAD AND HE WAS NOT HAPPY
2 ABOUT IT.

3 Q. HE WASN'T HAPPY ABOUT IT?

4 A. MR. MEL WAS NOT HAPPY ABOUT IT AND THAT HE HAD TAKEN
5 MEASURES TO TRY TO STOP HIM FROM DOING THAT.

6 Q. FROM MAKING THAT REPRESENTATION IS THAT WHAT YOU
7 MEAN?

8 A. YES.

9 MR. STEIN: OBJECTION HEARSAY YOUR HONOR.

10 THE COURT: SUSTAINED [SWERDZ] STRICKEN.

11 MR. STEIN: WE HAVE [SKWRAOUFT] GONE RIGHT BACK TO
12 THE [SAEUP] --.

13 THE COURT: SUSTAINED ANSWER IS STRICKEN.

14 Q. BY MS. IBARRA: DID YOU EVER CONFRONT MR. STEIN
15 ABOUT THOSE REPRESENTATION THAT'S HE HAD MADE TO YOU?

16 A. NO.

17 Q. YOU DIDN'T?

18 A. NO.

19 Q. DID YOU SHARE YOUR CONCERNS ABOUT THE FACT THAT HE
20 NEVER WORKED FOR AGUA CALIENTE WITH ANYONE ELSE?

21 A. YES.

22 Q. WITH WHO?

23 A. I HAD [TKOELD] DIANNA SIMENTAL I I HAD ALSO LET MARY
24 AGUILERA READ THE LETTER THAT HE HAD SENT TO ME.

25 Q. THE LETTER THAT HE SENT TO YOU?

26 A. YES I ASKED HIM TO SEND A LETTER TO HAVE REITERATE
27 WHAT HAD HE TOLD ME.

28 Q. AND I'M SORRY WHO IS HE?

1 A. MR. MEL I'M SORRY.

2 Q. SO MR. MEL SENT YOU A LETTER?

3 A. UH-HUH.

4 Q. AND YOU SHARED THAT WITH MS. AGO?

5 A. UH-HUH YES.

6 Q. AND DID YOU SHARE IT WITH ANYBODY ELSE?

7 A. I TOLD DIANNA SIMENTAL ABOUT IT, I DO NOT KNOW IF I
8 SHOWED IT TO HER.

9 Q. DID YOU SHOW ANYBODY ELSE IN THE TRIBAL COUNCIL?

10 A. NO HE WAS TOLD I WAS NOT ALLOWED TO.

11 Q. WHO TOLD YOU THAT?

12 A. MARY AGUILERA.

13 Q. DID JIM VELASQUES, DID YOU TELL JIM VELASQUES?

14 A. NO.

15 Q. SO LET'S LOOK AT THE AGREEMENT AND IT WAS
16 EVENTUALLY, IF WE LOOK AT THE SIGNATURE PAGE, IT WAS
17 EVENTUALLY EXECUTED ON MARCH 4 BY MARY AGUILERA?

18 A. UH-HUH YES.

19 Q. THIS IS THE SAME [PHAER] [AOE] --.

20 MR. STEIN: OBJECTION LEADING.

21 THE COURT: OVERRULED.

22 Q. BY MS. IBARRA: THIS IS WHO YOU WERE REFERRING
23 [TOFRPBLGTS] YES TRIBAL SECRETARY.

24 Q. THE TRIBAL SECRETARY. IT'S MARCH 4TH AND THEN ON
25 THE SAME DAY, I BELIEVE, MARCH 4TH, 20 [#*] 2001, THERE'S A
26 RESOLUTION NUMBER 10. DID YOU HAVE A PRACTICE OF ENTERING
27 LONG [R*ELSZ] LIKE THIS?

28 A. NO.

1 Q. SO WAS THIS THE FIRST ONE THAT YOU HAD?

2 A. YES.

3 Q. WHAT KIND OF RESOLUTIONS DID YOU HAVE PRIOR TO THIS?

4 A. JUST ONES THAT WHICH HAD COME UP WITH, LIKE KEEPING
5 IT JUST IN THE FAMILY.

6 Q. YOU HAD A RESOLUTION TO ONLY HAVE --?

7 A. YEAH TO ONLY HAVE FAMILY A RESOLUTION TO ADOPT A
8 CONSTITUTION, JUST THINGS LIKE THAT.

9 Q. SO YOU GUYS HAD A CONSTITUTION?

10 A. YES.

11 Q. WAS IT A WRITTEN CONSTITUTION?

12 A. YES.

13 Q. WHO PREPARED THAT FOR YOU?

14 A. I BELIEVE IT WAS -- WE WENT OVER WHAT WE WANTED AND
15 IT WAS JIM'S LAWYER, I DO NOT REMEMBER HIS NAME.

16 Q. SO JIM HAD A LAWYER?

17 A. YES.

18 Q. AND DO YOU REMEMBER WHEN THAT WAS APPROVED?

19 A. IT WAS BEFORE WE MET WITH MR. STEIN.

20 Q. SO OTHER THAN THAT, DO YOU RECALL ANY OTHER
21 RESOLUTIONS BEING ADOPTED?

22 A. THERE WERE DIFFERENT ONES FOR DIFFERENT THINGS BUT
23 BECAUSE WE DID RESOLUTIONS WHEN WE'D MEET ON DIFFERENT THINGS
24 WE WANTED TO MOVE FORWARD WITH AND WERE TRYING TO MOVE
25 FORWARD WITH.

26 Q. WERE THEY DRAFTED BY LAWYERS?

27 A. NO.

28 Q. SO EXCEPT FOR YOU DID SAY THE CONSTITUTION WAS

1 DRAFTED BY --?

2 A. YES.

3 Q. WAS THE RESOLUTION ADOPTING THE RESOLUTIONS DRAFTER
4 BY A LAWYER, MR. VELASQUES' LAWYER?

5 A. I BELIEVE SO YES.

6 Q. SO OTHER THAN THAT WERE ANY OF THE RESOLUTIONS
7 DRAFTED BY LAWYERS?

8 A. NO.

9 Q. SO YOUR IMPRESSION OF WHO DRAFTED THIS RESOLUTION,
10 THE MARCH 4, 2001 RESOLUTION, APPROVING THE SMDC AGREEMENT,
11 DO YOU RECALL WHO DRAFTED IT?

12 A. I WAS ALWAYS UNDER THE IMPRESSION THAT MR. STEIN
13 DID.

14 Q. AND WAS HE THE ONLY LAWYER THAT WAS PRESENT WHEN YOU
15 DISCUSSED THIS?

16 A. YES.

17 Q. SO HERE IS YOUR SIGNATURE AND YOUR SIGNATURE IS
18 OBTAIN, IT HAS ABSTAIN AFTER IT?

19 A. YES.

20 Q. SO -- AND DO YOU RECALL WHY YOU ABSTAINED?

21 A. BECAUSE LIKE I SAID, WE NEVER GOT TO GO OVER IT WITH
22 A LAWYER AND I FELT LIKE I WAS BEING AMBUSHED, WE WERE TOLD
23 WE WERE GOING TO HAVE A MEETING TO DISCUSS THE CONTRACT AND I
24 WALKED INTO IT, I WAS HANDED THE RESOLUTIONS AND TOLD SIGN
25 IT.

26 THE COURT: WHO HANDED YOU THE RESOLUTION AND WHO
27 TOLD YOU TO SIGN IT?

28 A. I BELIEVE IT WAS MARY AGUILERA.

1 Q. BY MS. IBARRA: AND DID YOU HAVE A DISCUSSION ABOUT
2 IT BEFORE YOU WERE ASKED TO VOTE ON WHETHER TO SIGN IT OR
3 NOT?

4 A. I TOLD THEM I WASN'T GOING TO SIGN SOMETHING I
5 HAVEN'T READ AND AGAIN I WAS TOLD TO SIGN IT AND I REITERATED
6 THAT I WAS NOT GOING TO JUST SIGN SOMETHING OF THAT KIND OF
7 NATURE AND NOT READ IT SO I SAT DOWN AND PROCEEDED TO READ
8 IT.

9 Q. WAS JIM VELASQUES ALSO PRESENT AT THE MEETING?

10 A. YES.

11 Q. WHAT WAS JIM VELASQUESES ROLE?

12 A. DIDN'T REALLY DO MUCH, JUST HUNG [SKPOUT] -- WELL
13 MOST OF THE PEOPLE JUST SIGNED IT, I SAT DOWN AND READ IT.

14 Q. SO AFTER YOU READ IT, YOU DECIDE TODAY [AB] [TAEUB]?

15 A. YES.

16 Q. DID YOU FEEL THAT YOU'VE READ IT, HAD YOU UNDERSTOOD
17 IT?

18 A. NO.

19 Q. IS THAT WHY YOU ABSTAINED?

20 A. YES.

21 Q. DID YOU KNOW -- DID YOU HAVE AN IMPRESSION THAT THE
22 OTHER TRIBAL COUNCIL MEMBERS UNDERSTOOD WHAT THEY WERE
23 SIGNING?

24 A. NO I DON'T THINK THEY DID.

25 Q. HOW MANY RESOLUTIONS WERE YOU SIGNING THAT DAY
26 BESIDES THIS ONE THAT YOU RECALL?

27 A. I DON'T REMEMBER IF IT WAS LIKE 10 OR 14, SOMEWHERE.

28 Q. 10 OR 14 DIFFERENT RESOLUTIONS?

1 A. I BELIEVE SO.

2 Q. DO YOU REMEMBER WHAT THEY WERE ABOUT?

3 A. DIFFERENT THINGS, OPENING IT UP TO WHERE EVERYBODY
4 CAN COME IN.

5 Q. EVERYBODY COULD COME IN DO YOU MEAN --?

6 A. OPENING IT UP TO WHERE IT WASN'T JUST FAMILY ANY
7 MORE, AND MAKING IT SO ALL THE GABRIELINOS COULD COME
8 TOGETHER.

9 Q. DID YOU VOTE FOR THAT OR AGAINST THAT?

10 A. I VOTED FOR THAT, I ALWAYS BELIEVED IF YOU WERE
11 GABRIELINO YOU HAD A GOD GIVEN RIGHT TO BE IN THE NATION.

12 Q. WHAT OTHER RESOLUTIONS DID YOU VOTE NO TO?

13 A. THERE WAS ONE -- THE ONE THAT I DEFINITELY VOTED NO
14 ON WAS THE ONE WITH MR. STEIN'S PART. IT HAD, I DIDN'T KNOW
15 IT VERY MUCH AND IT JUST SEEMED TO BE -- I DIDN'T LIKE THE
16 WAY IT WAS ALL TOWARDS HIM AND THE DIFFERENT THINGS AND I
17 KNOW THAT WITH CONTRACTS EVERY LITTLE WORD MEANS SOMETHING
18 AND NOT HAVING HAD COUNSEL I DIDN'T WANT TO BE SIGNING SNAG
19 YOU KNOW COULD DO DETRIMENT TO THE TRIBE.

20 Q. SO IF --?

21 A. I DON'T REMEMBER THEM ALTHOUGH I'M SORRY.

22 Q. OKAY BUT THERE WERE MORE THAN TWO?

23 A. OH YES, THERE WERE MANY.

24 Q. THERE WERE MANY. WERE THERE MORE THAN FIVE?

25 A. I BELIEVE SO.

26 Q. AND DID YOU KEEP COPIES OF THESE RESOLUTIONS?

27 A. THEY'RE AT HOME SOMEWHERE IN MY -- THEY'RE ANY
28 FILING CABINET.

1 Q. AND EVEN AFTER YOU -- SO YOU DIDN'T GET ANY ADVICE
2 BEFORE YOU SIGNED THIS?

3 A. NO.

4 Q. DID YOU GET ANY ADVICE AFTER YOU SIGNED IT?

5 A. NO. THE LAWYER THAT MR. VELASQUES HAD SENT IT TO, I
6 BELIEVE HIS NAME WAS OTTO, THE DAY AFTER WE SIGNED IT SENT
7 HIM A THING SAYING I'M SORRY I CAN'T REPRESENT YOU IN THIS.

8 Q. RIGHT. OKAY. SO MR. OTTO NEVER ACTED AS YOUR?

9 A. NO.

10 Q. COUNSEL OF RECORD?

11 A. NO.

12 Q. WAS THERE ANYBODY ELSE?

13 A. NO.

14 Q. DID MR. STEIN GIVE YOU ADVICE ABOUT THIS?

15 A. NOT THAT I CAN RECALL AT THE MOMENT.

16 Q. DO YOU RECALL ANYTHING THAT HE SAID DURING THE
17 MEETING? IT WAS LONG TIME AGO BUT WHATEVER YOU CAN RECALL?

18 A. HE HAD SAID NORMALLY WHEN A LAWYER PUTS A CONTRACT
19 HIKE THIS TOGETHER, THAT HE WOULD DO A BROAD BLANKET WAIVER
20 FOR US TO WAIVE OUR SOVEREIGN IMMUNITY BUT HE WAS JUST GOING
21 TO DO A LIMITED WAIVER INSTEAD.

22 Q. OKAY. SO IT WAS YOUR UNDERSTANDING THAT THERE'S
23 SOMETHING IN HERE THAT WAIVED YOUR SOVEREIGN IMMUNITY?

24 A. YES.

25 Q. SO IT WAS YOUR UNDERSTANDING THAT MR. STEIN
26 ACKNOWLEDGED THAT YOU HAD SOME SORT OF SOVEREIGN IMMUNITY?

27 A. YES.

28 Q. AND THAT HE -- SOMEWHERE IN THIS CONTRACT HE WAS

1 GOING TO TELL YOU THAT YOU NEEDED TO WAIVER IT?

2 A. YES.

3 MR. STEIN: OBJECTION LEADING.

4 THE COURT: OVERRULED.

5 Q. BY MS. IBARRA: AND WHAT DID THAT MEAN TO YOU?

6 A. IT MEANT THAT IT WAS TAKING AWAY ALL OF OUR RIGHTS
7 AND OUR PROTECTIONS AND WE ARE A GOVERNMENT EVEN IF WE'RE NOT
8 FEDERALLY RECOGNIZED, YOU KNOW WE ARE OUR OWN GOVERNMENT AND
9 OUR OWN PEOPLE.

10 Q. SO THAT'S YOUR BELIEF, IS THAT YOUR LEGAL
11 UNDERSTANDING OR JUST YOUR?

12 A. IT'S MY UNDERSTANDING THAT WE ARE EVEN THOUGH --
13 EVEN THOUGH WE'RE NOT FEDERALLY RECOGNIZED WE ARE PROTECTED
14 TO A CERTAIN DEGREE, THAT'S OTHERWISE WHY WOULD YOU WANT --.

15 MR. STEIN: OBJECTION LEGAL CONCLUSION.

16 THE COURT: OVERRULED?

17 A. OTHERWISE WHY WOULD YOU WANT TO MAKE US WAIVER OUR
18 SOVEREIGN IMMUNITY.

19 MS. IBARRA:

20 Q. OH OKAY. SO YOU'RE SAYING IF HE ACKNOWLEDGED IT
21 THEN --?

22 A. YES.

23 THE COURT: HE MEANING WHO.

24 MS. IBARRA: DID YOU MEAN?

25 A. MR. STEIN.

26 Q. MR. STEIN?

27 A. YES MR. STEIN.

28 Q. MR. STEIN WAS REQUEST THAT LONG YOU WAIVE IT. OKAY

1 BUT YOU ACKNOWLEDGED THAT YOU DON'T HAVE FEDERAL RECOGNITION?

2 A. YES.

3 Q. AND YOU [ABG] [TPHO*LD] [TPHOLD] THAT THE FEDERAL
4 GOVERNMENT DOESN'T RECOGNIZE YOU AS A SOVEREIGN?

5 A. THAT'S CORRECT.

6 Q. AND YOU RECOGNIZE THAT THE STATE OF CALIFORNIA
7 DOESN'T RECOGNIZE YOU AS A SOVEREIGN?

8 A. WELL THEY RECOGNIZE US AS CALIFORNIA [*EUPBS].

9 Q. WELL IF YOU DON'T KNOW YOU [TOEBT] KNOW?

10 A. I DON'T KNOW FOR SURE.

11 Q. BUT NO OTHER [TPWOFT] LIKE THE CITY OR THE COUNTY OF
12 L.A. [ROPGD] AH [AEUZ] SOVEREIGN RIGHT?

13 A. NOT THAT I KNOW OF.

14 Q. SO THERE'S NO FEDERAL GOVERNMENTS THAT ACKNOWLEDGING
15 YOU -- I UNDERSTAND YOU BELIEVE YOU HAVE A RIGHT TO
16 SOVEREIGNTY.

17 MR. STEIN: OBJECTION NO QUESTION IS PENDING.

18 THE COURT: OVERRULED IT'S PREFACE.

19 Q. BY MS. IBARRA: BUT DO YOU ACKNOWLEDGE THAT THERE'S
20 NO GOVERNMENT THAT ACTUALLY RECOGNIZED WAS AS A SOVEREIGN
21 INCLUDING ANY OTHER FEDERALLY RECOGNIZED TRIBES?

22 A. YES.

23 Q. SO YOU WERE ON THE TRIBAL COUNCIL, YOU ABSTAINED
24 FROM THIS, AND I SEE THAT THE NEXT TRIBAL COUNCIL RESOLUTION
25 YOU'RE NO LONGER LISTED, AND THIS ISN'T SIGNED, SO IN APRIL
26 2001 THERE'S A RESOLUTION CONFIRM A NUMBER OF TRIBAL COUNCIL
27 POSITIONS AT 10 AND YOUR NAME ISN'T ON HERE. SO WHAT
28 HAPPENED DURING THAT MONTH?

1 A. WELL AFTER IT WAS ALL SIGNED AND EVERYTHING HAPPENED
2 BASICALLY WE WALKED AWAY FROM MR. STEIN, WE DIDN'T TRUST HIM,
3 WE STAYED -- WE WANTED TO STAY WITH THE NATION AND BE IN THE
4 NATION BUT WE DIDN'T TRUST HIM AND SO WE STOPPED GOING -- WE
5 WERE HAVING OUR OWN MEETINGS BUT HE WAS CALLING MEETINGS AND
6 WE WERE NOT GOING.

7 Q. SO YOU WERE HAVING YOUR MEETINGS IN RIVERSIDE BEFORE
8 RIGHT?

9 A. YES.

10 Q. IS THAT CORRECT? AND THEN MR. STEIN CALLED
11 MEETINGS, DEFINITE AUTHORITY TO CALL MEETINGS?

12 A. NO.

13 Q. AND WHAT DO YOU MEAN BY CALL MEETINGS?

14 A. JUST YOU KNOW SEND OUT A THING SAYING THAT WE'RE
15 GOING TO HAVE A MEETING ON THIS DATE AND YOU NEED TO COME BE
16 IN THE COUNSEL.

17 Q. AND WHERE WERE THOSE MEETINGS HELD?

18 A. I DON'T RECALL. I THINK ONE OF THEM WAS AT THE
19 MISSION INN IN RIVERSIDE.

20 Q. THE MEETINGS THAT WERE CALLED BY MR. STEIN?

21 A. UH-HUH.

22 Q. SO HE WAS HOLDING THEM STILL IN RIVERSIDE, NOT IN
23 SANTA MONICA?

24 A. AT THE TIME, YES.

25 Q. AND YOU REFUSED TO GO BECAUSE HE WAS INVOLVED IS
26 THAT WHAT YOU'RE SAYING?

27 A. YES AND ALSO.

28 MR. STEIN: OBJECTION LEADING.

1 THE COURT: SHE'S RECAPPING, OVERRULED.

2 A. ALSO MY CHIEFTON TOLD US WE WEREN'T ALLOWED TO TALK
3 TO THEM.

4 Q. YOUR CHIEFTON?

5 A. YES THAT'S JIM VELASQUES.

6 Q. SO JIM VELASQUES HAD A FALLING OUT WITH MR. STEIN IS
7 THAT WHAT YOU SAID?

8 A. YES APPARENTLY HE DIDN'T TRUST HIM EITHER.

9 Q. SO AT A CERTAIN POINT MR. VELASQUES STOPS GOING TO
10 MEETINGS AND HE TELLS YOU TO STOP GOING TO MEETING?

11 A. HE TOLD ME I WAS NOT ALLOWED TO SPEAK TO HIM.

12 Q. YOU WERE NOT ALLOWED TO SPEAK TO HIM?

13 A. MR. STEIN.

14 Q. DOES THAT MAKE GOING TRIBAL COUNCIL MEETINGS
15 DIFFICULT IF MR. STEIN IS CALLING THEM?

16 A. YES.

17 Q. SEW AT A CERTAIN POINT YOU STOPPED GOING, DID YOU
18 EVER HEAR FROM MR. STEIN AFTER THAT?

19 A. THERE WAS A LETTER SENT TO ME SAYING THAT A NEW RULE
20 HAD BEEN PUT IN AND IF I MISSED THREE MEETINGS THAT I WILL BE
21 KICKED OFF THE TRIBAL COUNCIL.

22 THE COURT: WHEN YOU HAVE SAY I RECEIVED A LETTER,
23 FROM WHOM?

24 A. FROM MR. STEIN.

25 Q. BY MS. IBARRA: SO AROUND WHAT TIME DID YOU RECEIVE
26 THIS LETTER?

27 A. I THINK IT WAS AROUND MAY.

28 Q. AROUND MAY?

1 A. OF 2001.

2 Q. BUT SO -- BUT WE'RE LOOKING AT A RESOLUTION HERE
3 THAT'S DATED APRIL 29TH, 2001 AND YOU'RE NO LONGER ON HERE?

4 A. CORRECT.

5 Q. SO WAS THIS BEFORE OR AFTER YOU RECEIVED THAT LETTER
6 TO THE BEST OF YOUR RECOLLECTION?

7 A. THAT'S BEFORE.

8 Q. THIS IS BEFORE?

9 A. UH-HUH.

10 Q. SO YOU WERE STILL ON THE COUNCIL WHEN THIS
11 RESOLUTION WAS EXECUTED YOU THINK?

12 A. YES.

13 Q. SO YOU MIGHT BE ONE OF THE NAMES THAT'S MISSING
14 HERE?

15 A. YES.

16 Q. AND AFTER THAT -- SO WHEN WERE YOU -- WERE YOU
17 KICKED OFF THE COUNCIL EVENTUALLY.

18 THE COURT: CAN I ASK IS YOUR NAME LISTED AND
19 THERE'S NO SIGNATURE OR IS YOUR NAME NOT LISTED [A*LT] AT
20 ALL?

21 A. IT'S NOT LISTED AT ALL THERE.

22 Q. BY MS. IBARRA: SO WHEN DO YOU RECALL THAT YOU WERE
23 KICKED OFF THE TRIBAL COUNCIL?

24 A. I BELIEVE IT WAS JUNE.

25 Q. JUNE?

26 A. UH-HUH OF 2001.

27 Q. AND HOW DID YOU GET NOTICE?

28 A. I WAS SENT A LETTER.

1 Q. AGAIN FROM WHOM?

2 A. MR. STEIN.

3 Q. WHAT DID IT SAY?

4 A. THAT --.

5 MR. STEIN: OBJECTION BEST EVIDENCE RULE.

6 THE COURT: OVERRULED.

7 MR. FORDYCE: AND HEARSAY.

8 THE COURT: NO OVERRULED.

9 MR. STEIN: THAT I HAD MISSED THAT THEY HAD PUT THIS
10 RESOLUTION INTO EFFECT AND I HAD MISSED THREE MEETINGS AND
11 THEREFORE, I WAS NO LONGER ON THE COUNCIL.

12 Q. BY MS. IBARRA: AND AFTER THAT DID YOU HAVE ANY MORE
13 INTERACTION WITH [PWR] STEIN?

14 A. NO DID YOU HAVE ANY MORE INTERACTION WITH THE TRIBE
15 OR THE TRIBAL COUNCIL?

16 A. NOT UNTIL 2005.

17 Q. WHAT HAPPENED 2005?

18 A. SOMEHOW THEY CONTACTED DIANNA SIMENTAL AND SHE
19 CONTACTED ME AND WE CAME TO A MEETING.

20 Q. WHO IS THEY?

21 A. I DON'T KNOW WHAT SIDE IT WAS, I BELIEVE IT WAS THE
22 NATION, CONTACTED HER AND SO SHE CONTACTED ME, WE GOT A
23 LETTER STATING THAT IT WAS -- THEY WERE SEPARATING AND THEY
24 WERE HAVING A MEETING TO TALK ABOUT IT SO I WENT -- WE BOTH
25 WENT TO LONG BEACH AND LISTENED INTO THE MEETING AND I
26 ACTUALLY SPOKE.

27 Q. OH, YOU SPOKE. WHAT DID YOU SAY?

28 A. I TOLD THEM ABOUT WHAT HAPPENED WITH US AND MY

1 EXPERIENCES WITH HIM, WITH MR. STEIN.

2 Q. AND AFTER THAT YOU SORT OF BECAME ACTIVE AGAIN?

3 A. I WENT HOME AND I LOST CONTACT WITH THEM AGAIN
4 UNTIL -- IT WAS ABOUT SEPTEMBER OF 2012 AND THEN I FOUND THEM
5 AGAIN OR THEY FOUND ME.

6 Q. THEY FOUND YOU. AND THEN YOU HAVE BECAME RE-ENGAGE?

7 A. YES.

8 Q. AND WHAT'S YOUR POSITION NOW WITH THE TRIBE?

9 A. I AM ON THE COUNCIL AGAIN.

10 Q. SO YOU'RE BACK ON THE COUNCIL?

11 A. YES.

12 Q. OKAY THANK YOU THAT'S ALL I HAVE WITH THIS WITNESS.

13 THE COURT: OKAY CROSS-EXAMINATION.

14 MR. STEIN: YES YOUR HONOR.

15 THE COURT: SO 20 MINUTES, IF PLAINTIFF HAD 20,
16 DEFENSE YOU HAVE 20.

17 MR. STEIN: THANK YOU YOUR HONOR.

18 MR. STEIN:

19 Q. MS. NEMINSKI?

20 A. UH-HUH.

21 Q. THANK YOU FOR COLLEGE TODAY. CAN WE GO THROUGH THE
22 RESOLUTION THAT YOU ABSTAINED FROM. IS THAT YOUR SIGNATURE
23 ON IT BY THE WAY?

24 A. YES [TES].

25 Q. PATRICIA NEMINSKI?

26 A. YES.

27 Q. SO YOU SIGNED IT BUT YOU ABSTAINED FROM IT. SO
28 LET'S SEE WHAT YOU OBJECT STAINED FROM. NOW YOU SAID YOU HAD

1 MET MR. STEIN SEVERAL TIMES, DID YOU UNDERSTAND THAT HE
2 WORKED FOR SMDC AS ITS MANAGER?

3 A. NO.

4 Q. SO MR. STEIN WAS NOT THERE AS MANAGER OF SMDC, HE
5 WAS THERE JUST THERE AS STEIN?

6 A. NO.

7 Q. THEN --?

8 A. MR. STEIN -- SMDC CAME INTO IT AFTERWARDS, MR. STEIN
9 TALKED ABOUT IT LATER ON IN T FIRST IT CAME WITH A PITCH AND
10 WHAT HE COULD DO FOR US, AND THE FEDERAL RECOGNITION AND THE
11 CASINO AND ALL THAT AND THEN SMDC CAME INTO IT.

12 Q. VERY GOOD, OKAY, SO SMDC CAME INTO IT BEFORE THE
13 RESOLUTION NUMBER 10 THE CONTRACTUAL AGREEMENT WITH SANTA
14 MONICA DEVELOPMENT COMPANY?

15 A. I'M SORRY.

16 Q. SMDC, SANTA MONICA DEVELOPMENT COMPANY, CAME INTO
17 THE PICTURE BEFORE MARCH 4, 2001?

18 A. YES, WE TALKED ABOUT IT.

19 Q. BY THE WAY, YOU SEEM VERY SPECIFIC WITH SOME DATES,
20 LIKE JUNE 2001 COMPARED TO APRIL 2001, THAT TWO-MONTH
21 DIFFERENCE, BUT YOU'RE TELLING ME THE MEETING IN LONG BEACH
22 OCCURRED IN 2005, REMEMBER WHERE YOU SPOKE AT THAT MEETING AT
23 **?

24 A. IT WAS AT THE BLUE PYRAMID I BELIEVE.

25 Q. THE BLUE PYRAMID, RIGHT. WOULD IT SURPRISE YOU TO
26 HEAR THAT THAT MEETING WAS IN NOVEMBER OF 2006, LIKE A YEAR
27 AND A HALF YEAR FROM WHAT YOU ARE SAYING?

28 A. NO.

1 Q. IT WOULDN'T SURPRISE YOU?

2 A. I KNOW IT WAS RIGHT AROUND THAT AREA.

3 Q. BUT YOU'RE ABSOLUTELY SURE THAT YOU QUIT IN JUNE OF
4 2001 NOT EARLIER.

5 MS. IBARRA: OBJECTION.

6 MR. STEIN: NOT EARLIER WHETHER OTHER PEOPLE HAD
7 ALREADY BEEN ON THE [-P] COUNSEL.

8 {LEFT2}: MISS [TPAEUTS] [SHER] STILL.

9 THE COURT: SUSTAINED.

10 Q. BY MR. STEIN: HAVE YOU SURE THAT THAT 2001 DATE
11 COULDN'T HAVE BEEN OFF BY TWO MONTHS IF YOU'RE OFF 18 MONTHS
12 BY 2005 VERSUS NOVEMBER 2006?

13 A. I'M SORRY CAN YOU REPEAT THAT.

14 Q. SURE I'LL LET THE REPORTER REPEAT THAT.

15 THE COURT: JUDGE DON'T YOU REPHRASE IT BECAUSE
16 THERE WAS OBJECTION SUSTAINED AND THEN IT LOOKED LIKE YOU
17 WERE TRYING TO REFORMULATE IT.

18 MR. STEIN: SURE.

19 Q. ARE YOU SURE ABOUT THE JUNE 2001 DATE THAT IT
20 COULDN'T HAVE BEEN APRIL 2001 WHEN YOU LEFT.

21 THE COURT: WHAT ARE YOU REFERRING TO?

22 A. I NEVER LEFT --.

23 THE COURT: WAIT A MINUTE WAIT A MINUTE.

24 MR. STEIN: THE TRIBAL COUNCIL.

25 THE COURT: COUNSEL WHAT ARE YOU REFERRING TO WHEN
26 YOU SAID IT.

27 MR. STEIN: WHEN YOU LEFT THE GABRIELINO-TONGVA
28 TRIBE AFTER SIGNING THIS [TKO*] DOCUMENT?

1 A. I NEVER LEFT THE TRIBE.

2 Q. YOU NEVER LEFT THE TRIBE?

3 A. NO. AND I NEVER LEFT THE COUNCIL, I WAS KICKED OFF
4 THE COUNCIL.

5 Q. BUT YOU HAVE SAID THAT THE TRIBE HAD A CONSTITUTION?

6 A. YES.

7 Q. THAT'S THE [TKOEFT] AL GABRIELINO CONSTITUTION ISN'T
8 IT?

9 A. YES.

10 Q. IT'S NOT --?

11 A. BUT PART OF THE SMDC WAS TO CHANGE THE
12 CONSTITUTION.

13 Q. IT'S NOT THE GABRIELINO-TONGVA TRIBE'S CONSTITUTION
14 IT'S A DIFFERENT GROUP?

15 A. THE GABRIELINO-TONGVA TRIBE WAS THE SAME GROUP, IT
16 MORPHED INTO THE GABRIELINO-TONGVA TRIBE.

17 Q. BUT THEN YOU WENT BACK TO THE COASTAL GROUP IS WHAT
18 YOU SAID, RIGHT, THE ONE WITH THE CONSTITUTION?

19 A. WE CONTINUED TO HAVE MEETINGS, YES.

20 Q. SO THE [KO*EFT] AL GROUP CONTINUED TO HAVE MEETINGS
21 AND HAD A CONSTITUTION IS THAT CORRECT?

22 A. YES.

23 Q. SO YOU CAME TO GT TRIBE, SIGNED AGREEMENTS AND THEN
24 WALKED OUT ON IT.

25 MS. IBARRA: MISSTATES -- OBJECTION MISSTATES
26 TESTIMONY.

27 THE COURT: SUSTAINED.

28 Q. BY MR. STEIN: DID YOU GO FROM THE COASTAL

1 GABRIELINOS TO GT TRIBE TO SIGN [HAOEZ] RESOLUTION AND WALKED
2 OUT ON THE GT TRIBE TO GO BACK TO THE COASTALS?

3 A. WE WERE THE SAME TRIBE.

4 Q. THE SAME TRIBE IN TERMS OF THE SAME TRIBE OR THE
5 SAME VOLUNTARY ORGANIZATION?

6 A. WE MOVED FORWARD AND WE WERE THE SAME NATION.

7 Q. AND YOU HAD A CONSTITUTION IN 2001, THIS SAME GROUP?

8 A. YES.

9 Q. WOULD IT SURPRISE YOU IF GT TRIBE DIDN'T ADOPT A
10 CONSTITUTION UNTIL 2006?

11 A. YES. NO IT WOULDN'T, YOU MOVE FORWARD AND DO THINGS
12 AS YOU -- AS YOU CAN.

13 Q. SO ON THE ONE HAND YOU SAY YOU HAD A CONSTITUTION IN
14 2001 WITH THE COASTAL [TKPWA*FZ] [TKPWAO*FZ] BUT THEY'RE THE
15 SAME AS GT TRIBE AND YOU'RE NOT AT ALL SURPRISED THE GT TRIBE
16 DIDN'T HAVE A CONSTITUTION UNTIL 2006?

17 A. THEY ADOPTED A NEW CONSTITUTION.

18 Q. OH SO THEY HAD THE OLD ONE AND ADOPTED A NEW ONE?

19 A. NO. I DON'T KNOW I WASN'T THERE AT THAT TIME.

20 Q. YOU WEREN'T THERE AT THAT TIME?

21 A. NO.

22 Q. BECAUSE YOU'D WALKED OUT IN 2001.

23 MS. IBARRA: OBJECTION ARGUMENTATIVE.

24 THE COURT: SUSTAINED.

25 MS. IBARRA: ASKED AND ANSWERED.

26 MR. STEIN: LET'S SEE THIS YOU SAY WHEREAS THE GT
27 TRIBE OR TONGVA AT TRIBE OF [*EUPBS] IN THE ABORIGINAL TO THE
28 LOS ANGELES BASIN DO YOU RECOGNIZE THAT?

1 A. YES.

2 Q. WHERE IS THE TRIBAL COUNCIL IS A STATE RECOGNIZED
3 [TKPWOFBBLG] BODY OF THE TRIBE DID YOU AGREE WITH THAT?

4 A. I'M SORRY CAN YOU --.

5 Q. DID YOU AGREE WITH THAT WHEREAS CLAUSE?

6 A. CAN YOU READ IT AGAIN.

7 Q. WHEREAS THE TRIBAL COUNCIL IS THE STATE RECOGNIZED
8 GOVERNING BODY OF THE TRIBE AND IS DULY ELECTED UNDER THE
9 TRIBE'S BYLAWS?

10 A. YES.

11 Q. DID THE TRIBE HAVE BYLAWS AT THAT TIME?

12 A. WE HAD WHAT WE HAD, WE HAD OUR LAWS AND I'M NOT VERY
13 APT ON THAT.

14 Q. WHEREAS ST. MONICA DEVELOPMENT COMPANY HAS BEEN
15 RECOMMENDED TO THE TRIBAL COUNCIL AS FIRM WITH EXPERIENCE AND
16 SKILLS. DID YOU MEET SMDC?

17 A. YES.

18 Q. AND MR. STEIN?

19 A. YES.

20 Q. DID YOU THINK THEY HAD SKILLS AND WERE RECOMMENDED
21 BY WHO WHOM?

22 A. THEY WERE RECOMMENDED BY SAM DUNLAP.

23 Q. SAM DUNLAP. OKAY SO DO YOU AGREE WITH THAT
24 STATEMENT?

25 A. THE SKILLS THAT WERE PUT FORWARD, NO.

26 Q. NOW LET ME ASK YOU, YOU SAID THAT YOU CAUGHT MR.
27 STEIN IN A LIE ABOUT AGUA CALIENTE?

28 A. UH-HUH.

1 Q. HAVE YOU EVER HEARD OF A TRIBE BY THE NAME OF 29
2 PALMS?

3 A. YES.

4 Q. AND THEY'RE RIGHT NEXT TO THE AGUA CALIENTE, RIGHT
5 AGUA CALIENTE IS OVER HERE AND THEY'RE OVER THERE?

6 A. UH-HUH.

7 Q. DEEP IN RIVERSIDE COUNTY CORRECT?

8 A. YES.

9 Q. WOULD IT SURPRISE YOU TO HEAR 29 PALMS AND
10 RECOMMENDED THEIR DOING BUSINESS WITH DONALD TRUMP DO YOU
11 REMEMBER THAT STORY?

12 A. NO.

13 MS. IBARRA: OBJECTION COUNSEL IS TESTIFYING.

14 THE COURT: SUSTAINED ASSUMES FACTS NOT IN EVIDENCE.

15 MS. IBARRA: [SAOUPLS] [TPABGD] [EFTD].

16 MR. STEIN: MIGHT YOU HAVE MISS [TAEFBG] HEN MR.
17 STEIN'S STORY ABOUT 29 PALMS FOR A STORY ABOUT AGUA CALIENTE?

18 A. NO.

19 Q. WHY NOT?

20 A. BECAUSE MR. STEIN TOLD US HE HAD WORKED FOR AGUA
21 CALIENTE, SO I WENT HOME, TALKED TO MY MOTHER, SHE TOLD ME TO
22 CALL THEM AND I DID.

23 Q. AND IT NEVER OCCURRED TO YOU THAT MR. STEIN TOLD YOU
24 THAT HE WORKED FOR 29 PALMS NOT AGUA CALIENTE AND THEREFORE,
25 YOU JUST CREATED A BIG MISINFORMATION?

26 A. NO. YOU SAID AGUA CALIENTE.

27 Q. I WANT TO HURRY ALONG SO WHAT I WANT TO DO IS GO TO
28 THIS OVER HERE, WHEREAS. WHEREAS THE COUNCIL, DOES THAT

1 REFER TO THE TRIBAL COUNCIL THAT YOU WERE PART OF THERE?

2 A. MORE THAN LIKELY I DON'T KNOW, I'M GOING TO HAVE TO
3 READ IT.

4 Q. DID YOU RECEIVE A DRAFT OF THE DEVELOPMENT AGREEMENT
5 IN EARLY DECEMBER 2000?

6 A. YES.

7 Q. YOU SAID THAT YOU HAD NEVER READ IT THOUGH AND IT
8 WAS FORCED UPON YOU AND YOU SAID -- AND MARY AGUILERA SAID
9 SIGN IT. THIS SHOWS THAT YOU RECEIVED IT, A DRAFT OF IT IN
10 DECEMBER 2000, FOUR MONTHS EARLIER THAN MARCH 2001?

11 A. WHAT I SAID WAS THERE WAS ONE PRESENTED AND THAT
12 THERE WERE CHANGES MADE UP UNTIL WE SIGNED IT.

13 Q. AND YOU DIDN'T TRUST THAT IN A DOCUMENT THAT YOU'VE
14 REVIEWED SEVERAL TIMES YOU MAY NOT HAVE HAD TO REVIEW THE
15 FINAL DRAFT IN DETAIL?

16 A. NO. THERE COULD HAVE BEEN A LOT OF OTHER THINGS IN
17 THERE AND A LAWYER HAD NOT LOOKED IT OVER.

18 Q. AND YOU SAID A LAWYER HAD NOT LOOKED IT OVER, CAN WE
19 GO DOWN TO .5, TRIBAL GENERAL COUNSEL OTTO RECEIVED A DRAFT
20 FROM MR. STEIN AND RECEIVED A DRAFT OF THIS RESOLUTION DID
21 YOU READ THAT?

22 A. YES.

23 Q. YOU SAID THERE WAS NO LAWYER AND THEN ALL OF A
24 SUDDEN 20 MINUTES LATER YOU SAID THERE WAS SOME STEVE OTTO
25 LOWER?

26 A. WELL MR. OTTO SAID HE WOULD NOT REPRESENT US ON IT.
27 HE DID NOT GIVE US A --

28 Q. HE SAID THAT WHEN THE A DAY AFTER?

1 A. THE DAY AFTER YES.

2 Q. AFTER IT WAS SIGNED. OH OKAY HE WON'T REPRESENT YOU
3 UNTIL THE DAY AFTER YOU SIGNED THE AGREEMENT IS THAT WHAT YOU
4 SAID?

5 A. HE SENT A LETTER.

6 Q. BUT IN FACT HAD YOU DID SIGN THIS DOCUMENT THAT
7 TRIBAL COUNCIL COUNSEL OTTO RECEIVED MR. FROM STEIN AND
8 REVIEWED A DRAFT OF THE DEVELOPMENT AGREEMENT.

9 MS. IBARRA: OBJECTION MISSTATES HER TESTIMONY.

10 THE COURT: IS THIS THE ONE THAT SHE SIGNED BUT
11 ABSTAINED?

12 MS. IBARRA: YEAH.

13 THE COURT: [-P] WELL MAYBE YOU CAN SAY SIGN AND
14 [AB] [STAOEUPBD] TO ACCURATELY **. SO IS THAT THE DOCUMENT
15 YOU SAID YOU SIGNED BUT ABSTAINED FROM?

16 A. YES.

17 THE COURT: OKAY.

18 Q. BY MR. STEIN: AND THIS IS WHERE IT SAYS YOU MET
19 WITH MR. STEIN FOR SEVERAL HOURS ON JANUARY 14TH TO REVIEW
20 AND MAKE CHANGES TO THE DEVELOPMENT AGREEMENT, IS THAT TRUE?

21 A. I'M SORRY.

22 Q. RIGHT THERE, IT SAID YOU MET WITH MR. STEIN FOR
23 SEVERAL HOURS ON JANUARY 14TH TO REVIEW AND MAKE CHANGES TO
24 THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT, IS
25 THAT TRUE?

26 A. WE COULD HAVE MET THERE, I'M NOT -- I'D HAVE TO GO
27 BACK OVER.

28 Q. BUT YOUR TESTIMONY WAS LIKE OH WELL MARY AGUILERA

1 THREW THIS IN FRONT OF ME I'VE NEVER READ IT, YOU SAY RIGHT
2 HEAR HAD YOU READ A DRAFT OF IT RIGHT THERE.

3 MS. IBARRA: OBJECTION SHE ABSTAINED.

4 THE COURT: SUSTAINED.

5 MR. STEIN: IS THAT TRUE YOU READ A DRAFT OF IT.

6 THE COURT: THE QUESTION IS IS IT TRUE THAT YOU READ
7 A DRAFT SO THAT'S DIFFERENT.

8 MR. STEIN: YEAH.

9 THE COURT: IS IT TRUE THAT YOU READ A DRAFT?

10 A. WE READ A DRAFT, WE READ SEVERAL DRAFTS.

11 Q. BY MR. STEIN: OH I SEE?

12 A. EVERY TIME IT WAS SOMETIMES.

13 THE REPORTER: I'M SORRY, I DIDN'T HEAR THE
14 QUESTION.

15 THE COURT: YOU NEED TO STOP STEPPING ON EACH OTHER.
16 LET HER FINISH AND LET HIM FINISH.

17 MR. STEIN: THE COURT IS EXACTLY RIGHT.

18 Q. SO YOU SAW A DRAFT IN DECEMBER 2000 AND REVIEWED IT
19 WITH MR. STEIN?

20 A. YES.

21 Q. AND YOU SAW ANOTHER DRAFT JANUARY 14TH AND REVIEWED
22 IT AGAIN?

23 A. ITEMS NOT SURE OF THE EXACT DATE BUT.

24 Q. AND THEN IT SAYS HERE THAT THE TRIBAL COUNCIL MET ON
25 ITS OWN WITHOUT MR. STEIN FOR SEVERAL HOURS ON JANUARY 27TH
26 TO DISCUSS THE TERMS OF THE DEVELOPMENT. WERE YOU THERE ON
27 JANUARY 27TH?

28 A. YES.

1 Q. SO THIS DRAFT WAS NOT JUST [THRONE | THROWN] AT YOU BY
2 MARY AGUILERA AND SAID SIGN IT, WE HAVE DECEMBER, WE HAVE
3 JANUARY AND A SECOND TIME IN JANUARY THAT YOU'RE REVIEWING
4 DRAFTS?

5 A. I NEVER SAID SHE THREW IT AT ME I SAID SHE GAVE IT
6 TO ME AND SAID SIGN IT.

7 Q. THEN IT SAYS MET A SECOND TIME WITH MR. STEIN FOR
8 SEVERAL HOURS ON FEBRUARY 11TH, DID YOU ATTEND THAT MEETING?

9 A. YES.

10 Q. [THEUP] IT SAYS TRIABLE GENERAL COUNSEL OTTO, WE
11 DISCUSSED THAT, THEN IT SAYS NUMBER 6, MET WITH TRIBAL
12 GENERAL COUNSEL FOR SEVERAL HOURS ON FEBRUARY 25TH AGAIN TO
13 REVIEW THE DEVELOPMENT AGREEMENT, WERE YOU THERE WITH STEVE
14 OTTO ON FEBRUARY 25TH FOR SEVERAL HOURS.

15 THE COURT: ASSUMES FACTS NOT IN EVIDENCE SO --.

16 Q. BY MR. STEIN: WAS THERE A MEETING WITH STEVE OTTO
17 ON FEBRUARY 25TH AS STATED IN THE RESOLUTION THAT YOU SIGNED
18 BUT ABSTAINED?

19 A. I HAVE DONE RECALL EVER MEETING WITH MR. OTTO.

20 Q. DO YOU KNOW IF THERE WAS A MEETING WHERE OTHERS DID
21 MEET HIM BUT YOU DIDN'T ATTEND?

22 A. THERE SHOULDN'T IS BEEN, I HAVE NO IDEA.

23 Q. DID YOU POINT OUT THAT THIS IS NOT ACCURATE, THERE
24 WAS NO SUCH MEETING BEFORE YOU SIGNED AND ABSTAINED?

25 A. NO. THERE WAS A LOT TO READ.

26 Q. UH-HUH. AND THEN IT SAYS WE ARE MEETING AGAIN
27 TODAY, MARCH 4TH TO GIVE FINAL CONSIDERATION TO AND ADOPT THE
28 DEVELOPMENT AGREEMENT AND RESOLUTION. YOU WERE AT THAT

1 MEETING ON MARCH 4TH?

2 A. YES.

3 Q. AND YOU SIGNED AND ABSTAINED FROM SIGNING THIS
4 DOCUMENT?

5 A. YES I DID.

6 Q. AND YOU'RE SAYING IN THE DOCUMENT YOU SIGNED AND
7 ABSTAINED THAT IT'S A VALID, BINDING AND ENFORCEABLE
8 OBLIGATION OF GT TRIBE?

9 A. I VOTED AGAINST IT BUT LIKE I SAID --

10 Q. WERE YOU OUT VOTED?

11 A. -- I WAS OUT VOTED SO YES I SIGNED IT.

12 Q. SO YOU AGREE THAT THEN -- IS IT YOUR UNDERSTANDING
13 THAT AFTER THIS WAS DONE THAT THE SMDC AGREEMENT WAS A VALID
14 BINDING AND ENFORCEABLE OBLIGATION OF GT TRIBE?

15 A. AS FAR AS I HAVE KNEW, YES.

16 Q. AND THE RESOLUTIONS, TERMS AND CONDITIONS ARE
17 AGREED, AND ADOPTED AND APPROVED. WAS THAT WHAT YOU WERE OUT
18 VOTED ON?

19 A. YES.

20 Q. AND IT SAYS THAT DEVELOPMENT IS AGREED IMMEDIATELY
21 EFFECTIVE, VALID AND BINDING AND YOU SIGNED BUT ABSTAINED
22 FROM THAT. IS THAT CORRECT?

23 A. I'M SORRY?

24 Q. YOU SIGNED BUT ABSTAINED FROM THAT AGREEMENT?

25 A. CAN YOU READ IT AGAIN?

26 Q. THAT THE DEVELOPMENT AGREEMENT IS HEREBY DECLARED TO
27 BE IMMEDIATELY EFFECTIVE, VALID AND BINDING AND TRIBAL
28 SECRETARY IS AUTHORIZED TO EXECUTE IT IN THE FORM ATTACHED?

1 A. YES.

2 Q. BUT YOU WERE OUT VOTED SO THEY APPROVED THAT?

3 A. YES.

4 Q. AND IS IT YOUR UNDERSTANDING THAT WITH THAT APPROVAL
5 THEY MADE THE SMDC AGREEMENT VALID AND BINDING ON GT TRIBE?

6 A. AS FAR AS I KNOW, YES.

7 Q. AND THESE ARE THE OTHER PEOPLE THAT WERE ON IT, IS
8 THAT JIM VELASQUES THE CHIEF?

9 A. YES.

10 Q. IS THAT MARY AGUILERA?

11 A. YES.

12 Q. I SEE, AND THAT IS YOU THERE?

13 A. CORRECT.

14 Q. AND THEN MARY AGUILERA SAYS THE ABOVE INSCRIBED
15 SIGNATURE TREES ARE HEREBY CERTIFIED ADDS DULY ELECTED,
16 PRESENTLY SERVING AND PROPERLY ACTING MEMBERS OF THE TRIBAL
17 COUNCIL, THAT WOULD BE THE TRIBAL COUNCIL FOR GT TRIBE RIGHT?

18 A. YES.

19 Q. AND THEN RIGHT AFTER YOU SIGNED THIS, YOU HAVE RAN
20 AWAY FROM GT TRIBE AND BACK TO THE COASTAL GABRIELINOS AND
21 THEIR CONSTITUTION?

22 A. NO. WE WALKED AWAY FROM YOU NOT FROM THE TRIBE.

23 Q. YOU WALKED AWAY FROM ME BUT NOT THE TRIBE. WERE YOU
24 A MEMBER OF THE GT TRIBE AFTER THAT, WERE YOU ON THEIR
25 MEMBERSHIP LIST?

26 A. WELL YOU HAD ALL OUR PAPERWORK AND ALL OF OUR
27 DOCUMENTS WE ALL CAME TOGETHER AS ONE SO I WAS ASSUMING YES.

28 Q. YOU ALL CAME TOGETHER AS ONE BUT YOU KEPT MEETING AT

1 COASTAL GABRIELINOS IS THAT CORRECT?

2 A. FOR A LITTLE WHILE, YEAH.

3 Q. AND DIDN'T YOU HAVE YOUR OWN TRIBAL RECORDS WITH MR.
4 VELASQUES?

5 A. SOME YES, HE GAVE YOU, MR. STEIN --.

6 Q. AND YOU SAID?

7 A. MOST OF THEM.

8 Q. HEARD FROM GT TRIBE.

9 THE COURT: HE GAVE MR. STEIN WHAT?

10 A. A LOT OF OUR RECORDS.

11 THE COURT: ROUGH TALKING ABOUT MEMBERSHIP RECORDS
12 OR WHAT YOU ARE YOU?

13 A. MEMBERSHIP, FAMILY HISTORY, OUR TRIBAL PAPERWORK.

14 THE COURT: ALL RIGHT.

15 Q. BY MR. STEIN: AND THAT WAS BY MR. VELASQUES, RIGHT?

16 A. YES.

17 Q. THAT WASN'T MR. STEIN?

18 A. NO.

19 Q. WENT IN THE DARK OF NIGHT AND STOLE THEM?

20 A. NO.

21 Q. NOW YOU SAID THAT AFTER THIS YOU'D NEVER HEARD FROM
22 ANYBODY UNTIL THE NOVEMBER 2006 MEETING, THAT YOU SAID
23 OCCURRED IN 2005 IS THAT CORRECT?

24 A. AFTER WHAT, THIS?

25 Q. YEAH. ?

26 A. WELL I GOT THE LETTERS.

27 Q. YOU GOT THE LETTERS. AND THAT WAS IN 2001?

28 A. [TKWRES].

1 Q. VERY GOOD AND THEN FROM 2001 TO 2005 YOU DIDN'T HEAR
2 A THING?

3 A. NO.

4 Q. DO YOU THINK YOU WERE A TRIBAL MEMBER IF YOU NEVER
5 GOT ANY CORRESPONDENCE FOR FOUR SOLID YEARS?

6 A. THAT DOESN'T -- YES I THINK I WAS A MEMBER.

7 Q. AND YOU'RE SIMULTANEOUSLY A MEMBER FOR THE COASTAL
8 GABRIELINOS?

9 A. WE WERE ALL SUPPOSED TO BE IN.

10 Q. BUT YOU HAVE HAD SEPARATE MEETINGS OF THE COASTAL
11 GABRIELINOS?

12 A. CORRECT A FEW.

13 Q. AND THEN CAN I GO TO RESOLUTION 15, YOU SEE THERE'S
14 NO SIGNATURE ON THAT, RIGHT?

15 A. YES.

16 Q. I'D LIKE TO SHOW EXHIBIT 150 FIVE YOUR HONOR.

17 THE COURT: LET'S LOOK IT AT IT FIRST BEFORE YOU PUT
18 IT UP.

19 MR. STEIN: WELL LET'S PUT IT UP.

20 THE COURT: WELL 150 FIVE LET ME SEE IT IT FIRST.

21 MR. STEIN: IT'S WITH YOUR CLERK YOUR HONOR.

22 THE COURT: WELL LET ME LOOK AT IT. OKAY. YES YOU
23 MAY SHOW IT.

24 Q. BY MR. STEIN: CAN YOU IDENTIFY WHETHER THESE ARE
25 THE RESOLUTIONS THAT YOU SAID THAT YOU SIGNED OTHER THAN --
26 AND ONE THAT YOU SIGNED AND ABSTAINED FROM?

27 A. I WOULD HAVE TO READ THROUGH THEM AND IT'S BEEN --
28 2001, IT'S BEEN 16 YEARS OR 15 YEARS SO I WOULD HAVE TO GO

1 AND GET MY COPY TO BE FOR SURE.

2 Q. YOU CAN'T TAKE A LOOK NOW AND RECOGNIZE THAT?

3 A. THIS IS A LOT TO READ AND I'M NOT -- AS I TOLD YOU
4 BEFORE I'M NOT JUST GOING TO SAY YES AND NOT READ IT.

5 Q. SURE. CAN I ASK ASK YOU QUESTIONS ABOUT AND AND SEE
6 IF IT REFRESHES YOUR RECOLLECTION AND HOPEFULLY THE COURT
7 WILL KEEP ME FROM GOING TOO FAR IF I DON'T GET IT RIGHT.

8 THE COURT: WELL TECHNICALLY SHE'S SUPPOSED TO READ
9 IT TO HERSELF AND ASK IF IT REFRESHES YOUR RECOLLECTION.

10 MR. STEIN: OKAY WELL PLEASE?

11 A. WHAT PART.

12 Q. READ THE FIRST PAGE.

13 THE COURT: READ IT TO YOURSELF.

14 THE COURT: I LOOK AT IT, YOU HAVE TESTIMONY US
15 WHETHER IT REFRESHES YOUR RECOLLECTION AS TO -- AS TO WHAT IS
16 IT THAT -- WHAT'S YOUR QUESTION COUNSEL AGAIN.

17 MR. STEIN: I WAS GOING TO ASK EACH --.

18 THE COURT: NO.

19 MR. STEIN: WHETHER YOU RECOGNIZE ANY OF THE
20 RESOLUTIONS THAT YOU SIGNED AMONGST THAT LIST OF RESOLUTIONS.

21 THE COURT: YOU'RE ASSUMING FACTS COUNSEL.

22 MS. IBARRA: YES.

23 THE COURT: DOES SHE RECOGNIZE THE DOCUMENT.

24 MR. STEIN: DO YOU RECOGNIZE THE DOCUMENT.

25 THE COURT: OR DOCUMENTS I THINK THERE'S MULTIPLE
26 DOCUMENTS, RIGHT.

27 MR. STEIN: ?

28 A. YES.

1 Q. BY MR. STEIN: DO YOU RECOGNIZE THE FIRST PAGE?

2 A. IT'S FAMILIAR.

3 Q. I [PHA*EU] I QUESTION THE WITNESS GO WHAT SHE IS
4 FAMILIAR WITH.

5 THE COURT: YES.

6 MR. STEIN: MAY WE SHOW THE FIRST PAGE TO THE JURY.

7 THE COURT: SURE.

8 MR. STEIN: ONLY THE FIRST PAGE.

9 Q. BY MR. STEIN: SO DID YOU SIGN A RESOLUTION NUMBER
10 ONE -- FIRST LET'S START HERE.

11 THE COURT: LET HER LOOK AT THE DOCUMENT.

12 MR. STEIN: VERY GOOD.

13 THE COURT: LET HER KEEP THE DOCUMENT.

14 MR. STEIN: VERY GOOD MY APOLOGIZE.

15 Q. [R*ES] NUMBER 10 CONTRACTUAL AGREEMENT WITH ST.
16 MONICA DEVELOPMENT COMPANY, THAT'S ONE YOU SIGNED AND
17 ABSTAINED?

18 A. I VOTED NO ORIGINALLY AND THEN ONCE WE HAD TO SIGN
19 IT, YES I PUT ABSTAIN.

20 Q. AND THEN THAT WAS THE ONE WHERE YOU WERE OUT VOTED?

21 A. YES.

22 Q. AND THEN THAT BECAME A VALID AND LEGALLY BINDING
23 OBLIGATION?

24 A. I BELIEVE THERE WAS TWO BUT.

25 Q. AND DID YOU SEE A RESOLUTION NUMBER ONE ADOPTING
26 POLICIES CONSISTENT WITH THE STATE OF CALIFORNIA, WAS THAT A
27 RESOLUTION PULLING THE WHOLE -- TRYING THE PULL THE WHOLE
28 TRIBE TOGETHER SAYING WE'D LIKE TO DO THAT?

1 A. I DON'T -- I DON'T RECALL. I'D HAVE TO READ IT.

2 Q. YOU TESTIFIED EARLIER THAT THERE WAS A RESOLUTION
3 THAT YOU SIGNED?

4 A. YES.

5 Q. THAT OPENED IT -- THE FAMILY GROUP UP TO ALL?

6 A. YES.

7 Q. AND WAS THAT ENTITLED ADOPTION OF POLICIES
8 CONSISTENT WITH ESTABLISHED STATE OF CALIFORNIA POLICY AND
9 COMITY WITH THE STATE OF CALIFORNIA?

10 A. IT'S WHAT IT SAYS ON HERE BUT I DON'T KNOW WHAT
11 COMITY IS.

12 Q. AND DID YOU SIGN A RESOLUTION NUMBER 2 AGREEMENT
13 BETWEEN TRIBE AND TRIBAL GENERAL COUNSEL STEVE OTTO?

14 A. I BELIEVE SO YES.

15 Q. AND THAT WAS THE TRIBAL COUNCIL THAT HIRED STEVE
16 OTTO NOT MR. STEIN?

17 A. HE WAS JIM VELASQUESES LAWYER.

18 Q. OH HE WAS JIM VELASQUESES ATTORNEY?

19 A. YES.

20 Q. AND DID HE ALSO WRITE THE CONSTITUTION?

21 A. WE TOLD HIM WHAT WE WANTED, HE TYPED IT UP.

22 Q. SO YOU SAID YOU HAD -- YOU DIDN'T SIGN IT, YOU
23 SIGNED AND ABSTAINED BECAUSE YOU HAD NO LAWYER TO GUIDE YOU
24 BUT NOW YOU'RE TELLING ME THAT RESOLUTION NUMBER 2 HIRED
25 STEVE OTTO NOT JUST TO REVIEW THIS AGREEMENT BUT ALSO TO
26 WRITE A CONSTITUTION?

27 A. LIKE I SAID, MR. OTTO NEVER WENT OVER THE CONTRACT
28 WITH US AND THE [TAEU] AFTER SENT US A LETTER AND SAID HE

1 WOULD NOT BE ABLE TO REPRESENT US ON THIS CONTRACT.

2 Q. DID YOU SIGN A RESOLUTION NUMBER 9 ESTABLISHING THE
3 SALARY OF TRIBAL COUNCIL [PERSON'S | PERSONS] AND COUNCIL
4 ALWAYS?

5 A. YES.

6 Q. AND THAT WAS TO PUT YOU ON SALARY?

7 A. WHEN WE BECAME FEDERALLY RECOGNIZED AND HAD MONEY,
8 YES.

9 Q. WELL DID YOU HAVE TO BE FEDERALLY RECOGNIZED OR DO
10 YOU JUST HAVE TO HAVE MONEY TO DO THAT, LIKE THE LIBRA
11 INVESTMENT MONEY?

12 A. YES THE LIBRA INVESTMENT MONEY WOULD HAVE BROUGHT IT
13 IN I BELIEVE.

14 Q. SO THE IDEA IN 2001 IS MAYBE MR. STEIN WOULD FIND US
15 SOME INVESTMENT MONEY AND I'LL HAVE ALL THE SALARY ACCRUED
16 AND YOU SIGNED THAT RESOLUTION IS THAT --?

17 A. NO.

18 Q. YOU DIDN'T SIGN THE RESOLUTION?

19 A. THAT'S NOT WHAT YOU SAID.

20 Q. FORGIVE ME, PLEASE TELL US WHAT YOU MEAN?

21 A. YOU JUST SAID THAT I WOULD -- THAT WE WOULD HAVE ALL
22 THIS STUFF ACCRUED, ALL THIS MONEY ACCRUED. THAT'S -- IT WAS
23 MY UNDERSTANDING THAT YOU DIDN'T GET BACK PAID UNTIL LATER
24 WHEN WE HAD ACTUAL RECOGNITION, IT WAS FROM GOING FORWARD
25 WHEN WE [TKPWO*PB] GOT AN INVESTOR.

26 Q. SO RESOLUTION NUMBER 9 WAS TO PUT YOU HAVE ON SALARY
27 AND THEN YOU'D GET PAID WHEN AN INVESTOR FINALLY CAME?

28 A. YES.

1 Q. AND THAT WOULDN'T HAPPEN IMMEDIATELY, WOULD IT?

2 A. NO.

3 Q. AND THEREFORE, YOU WOULD ACCRUE MONTHS AND MONTHS OF
4 THIS SALARY?

5 A. YES.

6 MS. IBARRA: OBJECTION ASKED AND ANSWERED.

7 MR. STEIN: HOW MUCH WAS YOUR SALARY.

8 THE COURT: THERE'S AN OBJECTION.

9 MR. STEIN: MY APOLOGIES.

10 MS. IBARRA: OH ASKED AND ANSWERED.

11 THE COURT: NO OVERRULED.

12 Q. BY MR. STEIN: HOW MUCH WAS THE FAMILY?

13 A. IT WAS SUPPOSED TO BE \$3,000 A MONTH.

14 Q. 3,000 A MONTH, OKAY. AND THAT'S WHY YOU SIGNED
15 THESE DOCUMENTS OR YOU SIGNED THEM BECAUSE YOU AGREED WITH
16 HIM?

17 A. SOME OF IT I AGREED WITH AND SOME I DIDN'T.

18 Q. WELL YOU CERTAINLY AGREED WITH --?

19 A. I WAS OUT VOTED.

20 Q. BUT YOU CERTAINLY AGREED WITH THE 3,000 A MONTH.
21 AND WHILE RECEIVING THIS SALARY OF 3,000 A MONTH OR WHILE
22 ACCRUING IT YOU DECIDED TO GO BACK TO THE COASTAL GABRIELINOS
23 AND DISPENSE WITH THE GABRIELINO-TONGVA TRIBE?

24 A. AGAIN, THE COASTAL GABRIELINOS IS THE TONGVA TRIBE,
25 IT MORPHED INTO THE TONGVA TRIBE, IT WENT FORWARD.

26 Q. AND WHILE RECEIVING THAT SALARY YOU REFUSED TO GO TO
27 MEETINGS AT THE MISSION INN SET BY MR. STEIN?

28 A. MY CHIEFTON PREVENTED US FORBID US FROM GOING.

1 Q. WERE THOSE MEETINGS SET BY MR. STEIN OR WERE THOSE
2 MEETING SAID BY TRIBAL COUNCIL?

3 A. I WAS UNDER THE IMPRESSION THEY WERE SET BY YOU, MR.
4 STEIN.

5 Q. ABOUT BUT WAS MR. STEIN ON THE TRIBAL COUNCIL?

6 A. NO.

7 Q. WAS MR. STEIN MAYBE PAYING FOR A MEAL AT THE MISSION
8 INN?

9 A. I DON'T KNOW I WASN'T THERE.

10 Q. BUT YOU'RE POSITIVE THAT GT TRIBE AL MEETINGS WERE
11 NOT [S*ET] BY THE GT TRIBE AL COUNSEL LIKE SAM DUNLAP OR
12 ANYTHING LIKE THAT?

13 A. I'M JUST GOING BY WHAT I KNEW I WAS TOLD IT WAS YOU.

14 Q. AND IT WAS MR. STEIN THAT DIDN'T HAVE THE DID
15 [S*PD] --.

16 THE COURT: LET HIM FINISH.

17 Q. SO IT WAS MR. STEIN NOT SMDC THAT DID NOT HAVE THE
18 CONTRACT?

19 A. THEY'RE ONE IN THE SAME.

20 Q. THERE'S NO DIFFERENCE BETWEEN SMDC AND MR. STEIN?

21 A. NOT TO ME, NO.

22 Q. NOT TO YOU?

23 A. NOT TO ME, NO.

24 Q. AND OF COURSE THERE'S NO DIFFERENCE BETWEEN MR.
25 STEIN AND GABRIELINO-TONGVA TRIBAL COUNSEL BECAUSE MR. STEIN
26 COULD SAID A TRIBAL COUNCIL MEETING NOT THE TRIBAL COUNCIL
27 ITSELF?

28 A. MR. STEIN IS NOT SUPPOSED TO BE ALLOWED TO DO A LOT

1 OF THINGS BUT HE DID.

2 Q. WHILE YOU COLLECTED 3,000 A MONTH IN ACCRUED SALARY?

3 A. I NEVER COLLECTED \$3,000.

4 Q. AND DID YOU IN FACT MISS THREE MEETINGS OF THE
5 TRIBAL COUNCIL?

6 A. YES.

7 Q. AND WERE YOU IN FACT REMOVED BY THE TRIBAL COUNCIL?

8 A. YES.

9 Q. AND WERE THOSE LETTERS SENT BY THE GT TRIBE TRIBAL
10 COUNCIL?

11 A. I DON'T RECALL.

12 Q. DID YOU BRING THE LETTERS WITH YOU?

13 A. NO.

14 Q. DID YOU SHOW THEM TO COUNSEL?

15 A. NO.

16 Q. YOU SAID YOU HAD THESE RESOLUTIONS DID YOU BRING
17 THOSE WITH YOU?

18 A. NO.

19 Q. DID YOU SHOW THEM TO COUNSEL?

20 A. SHE ALREADY HAD SOME.

21 Q. WHY DIDN'T YOU WANT TO SHOW THEM TO THE JURY?

22 A. IF I THOUGHT THAT I NEEDED TO BRING THEM, YOU
23 ALREADY HAVE THEM.

24 Q. I SEE. ISN'T THAT WHAT THESE ARE SUPPOSED TO DO.

25 Q. THE LETTERS WHERE YOU WERE REMOVED FROM THE TRIBAL
26 COUNCIL?

27 A. NO.

28 Q. WHY DIDN'T HAD YOU BRING THOSE?

1 A. BECAUSE THEY'RE IN STORAGE.

2 Q. OKAY. AND WOULD THEY SHOW THAT IN FACT THEY WERE
3 SENT BY GT TRIBAL COUNCIL TO ONE OF ITS COUNCIL PEOPLE THAT
4 WASN'T GOING TO MEETINGS?

5 A. I DON'T RECALL.

6 Q. AND THEN WOULD SAY THAT YOU'VE ABANDONED YOUR POST?

7 A. I REMEMBER ONE OF THEM SAYING THAT THERE WAS A
8 RESOLUTION THAT WAS ADOPTED THAT YOU PUT FORWARD, MR. STEIN
9 PUT FORWARD, THAT IF YOU MISS THREE MEETINGS OR MORE THAT YOU
10 WOULD BE KICKED OFF THE TRIBAL COUNCIL.

11 Q. MR. STEIN WAS ON THE TRIBAL COUNCIL THAT HE COULD
12 PUT FORWARD A RESOLUTION?

13 A. NO MR. STEIN WAS NOT ON THE COUNCIL AND HE WAS NOT
14 SUPPOSED TO BE ABLE TO DO THAT THAT'S INTERFERING WITH HER
15 TRIBAL GOVERNMENT BUT HE DID.

16 Q. IT WOULDN'T HAVE BEEN SAM DUNLAP WOULDN'T IT?

17 A. NOT THAT I RECALL.

18 Q. AND IT WOULDN'T HAVE BEEN A LETTER SIGNED BY SAM
19 DUNLAP?

20 A. I DON'T RECALL.

21 Q. BUT YOU DON'T HAVE THE LETTER WITH YOU?

22 A. NO.

23 Q. SO WE CAN'T FIND OUT?

24 A. NO, I DON'T.

25 Q. AND AGAIN STEVE OTTO WAS JIM VELASQUESES LAWYER?

26 A. YES.

27 Q. AND HE WAS HIRED BY RESOLUTION TWO; IS THAT CORRECT?

28 A. THAT'S WHAT IT SAYS.

1 Q. AND HE WROTE THE CONSTITUTION, HE DIDN'T JUST REVIEW
2 THE SMDC AGREEMENT HE ALSO WROTE THE CONSTITUTION?

3 A. OF THE OLD CONSTITUTION YES.

4 Q. FOR THE COASTAL GABRIELINOS?

5 A. YES THAT WAS WELL BEFORE THIS.

6 Q. OH SO IT WAS A LONG TIME RELATIONSHIP THAT THEY HAD
7 HAD TOGETHER, JIM VELASQUES AND MR. OTTO?

8 A. I DON'T KNOW HOW LONG OF A -- IT WAS AT LEAST A YEAR
9 OR TWO BEFORE THIS.

10 Q. VERY GOOD. OKAY NO FURTHER QUESTIONS.

11 THE COURT: OKAY REDIRECT.

12 MS. IBARRA: YES.

13 Q. BY MS. IBARRA: SO LOOKING BACK AT THE RESOLUTIONS,
14 THE PACKET THAT MR. STEIN GAVE YOU?

15 A. YES.

16 Q. NOW THESE ARE -- ARE THEY UNSIGNED?

17 A. YES.

18 Q. SO DO YOU RECALL RIGHT NOW IF YOU SIGNED THESE OR IF
19 YOU DIDN'T SIGN THESE.

20 MR. STEIN: OBJECTION ASKED AND ANSWERED.

21 THE COURT: OVERRULED?

22 A. I REMEMBER SIGNING OUR OWN BOOKS AND THEN VOTING,
23 THAT WAS THE WAY WE VOTED, YES OR NO AND THEN ONCE THE VOTE
24 WAS TAKEN, THEN WE ALL SIGNED THE OTHER ONES, THE MAIN
25 BOOK.

26 Q. OKAY BUT AS TO THESE SPECIFIC RESOLUTIONS DO YOU
27 RECALL THAT -- WHETHER YOU SIGNED ONE, WHETHER YOU SIGNED
28 TWO, WHETHER YOU SIGNED THREE?

1 A. I BELIEVE WE SIGNED THEM ALL, LIKE I SAID AND THAT
2 WAS THE WAY WE VOTED, WE VOTED YES OR NO.

3 Q. OH OKAY I'M SORRY.

4 A. AND THEN WE WENT THROUGH EACH ONE.

5 Q. I UNDERSTAND YOU SIGN, YOU SEEN EVEN WHEN YOU VOTE
6 NO RIGHT?

7 A. YES.

8 Q. FOR YOURSELF?

9 A. YES.

10 Q. AND YOU SIGN SEEN THOUGH YOU ABSTAIN?

11 A. CORRECT.

12 Q. SO WHEN YOU SAY YOU SIGNED YOU DON'T NECESSARILY
13 MEAN THAT AH PROVED THEM?

14 A. CORRECT.

15 Q. BECAUSE YOU MIGHT HAVE SIGNED THESE AND VOTED NO?

16 A. CORRECT.

17 Q. YOU MIGHT HAVE SIGNED THEM AND [AB] SUSTAINED?

18 A. WE ALL HAD OUR OWN BOOKS, THOSE ARE THE ONES THAT WE
19 VOTED IN, AND THEN WE WENT TO THE OTHER ONE AND SIGNED IT
20 [PWAU] THEY TOOK A VOTE THAT WAY.

21 Q. OKAY SO I SEE. SO LET ME ASK THE QUESTION AGAIN
22 THEN, I'M NOT ASKING WHETHER YOU SIGNED THEM BECAUSE THAT'S
23 NOT GOING TO INDICATE WHETHER YOU APPROVED THEM OR NOT, SO DO
24 YOU RECALL IF YOU APPROVED THESE RESOLUTIONS, SO RESOLUTION
25 NUMBER ONE, DID YOU APPROVE OF THE RESOLUTION ADOPTING
26 POLICIES CONSISTENT WITH THE ESTABLISHED STATE OF CALIFORNIA
27 POLICY WHICH MR. STEIN SAID WAS THE ONE THAT OPENED IT UP TO
28 NONE VELASQUES FAMILY MEMBERS TO JOIN YOUR GROUP, DO YOU

1 RECALL IF YOU VOTED FOR THAT?

2 A. YES I BELIEVE I IT.

3 Q. SO YOU VOTED YES ON THAT?

4 A. YES.

5 Q. SO NUMBER 2 IS THE CONTRACTUAL AGREEMENT BETWEEN THE
6 TRIBE AND GENERAL COUNSEL WHICH MR. STEIN REPRESENTED WAS
7 OTTO, DID YOU APPROVE OF THAT, DO YOU REMEMBER? I'M NOT
8 ASKING WHETHER YOU SIGNED IT, I'M ASKING WHETHER YOU VOTED
9 YES?

10 A. I BELIEVE I DID.

11 Q. SO NUMBER 3 -- BUT YOU SAID YOU DIDN'T HAVE COUNSEL?

12 A. WE DIDN'T.

13 Q. SO HE HAD --?

14 A. WE WERE SUPPOSED TO BE BRINGING HIM ON AT COUNSEL
15 BUT HE SAID NO.

16 Q. AND HE WASN'T PRESENT WHEN YOU VOTED FOR HIM?

17 A. NO.

18 Q. DID YOU KNOW THAT HE CONSENTED TOOK APPOINTED
19 GENERAL COUNSEL?

20 A. NO.

21 Q. AND DID ANYBODY REPRESENT TO YOU THAT HE HAD AGREED
22 TO BE GENERAL COUNSEL?

23 A. NO.

24 Q. DID ANYONE TELL YOU THAT HE HAD AGREED?

25 A. NO.

26 Q. SO YOU WENT AHEAD -- AND JUST APPOINTED SOMEBODY
27 GENERAL COUNSEL WITHOUT KNOWING IF HE AGREED TO DO THAT JOB?

28 A. CORRECT.

1 Q. NUMBER 3, DO YOU RECALL IF YOU VOTED YES ON THE
2 AGREEMENT BETWEEN THE TRIBE AND THE TRIBAL SECRETARY MARY
3 AGUILERA?

4 A. YES I BELIEVE I DID.

5 Q. OKAY. SO DO YOU HAVE SPECIFIC RECOLLECTIONS OF ALL
6 OF THESE AND HOW YOU VOTED?

7 A. PRETTY MUCH.

8 Q. YOU DO?

9 A. I BELIEVE SO.

10 Q. AND DO YOU KNOW WHAT NUMBER 4 DOES?

11 A. NOT REALLY, THE WAY IT'S WRITTEN IT'S TALKING ABOUT
12 PROMOTING US. LIKE I SAID WE NEVER HAD COUNSEL SO I DON'T
13 KNOW WHAT A LOT OF THIS MEANS.

14 Q. SO YOU DON'T KNOW WHAT -- RIGHT. AS YOU SIT HERE
15 TODAY YOU DON'T KNOW WHAT RESOLUTION NUMBER 4 WAS?

16 A. IT SAYS ESTABLISHING THE TONGVA DEVELOPMENT LLC,
17 A --.

18 THE COURT: ARE WE READING THE SAME THING?
19 RESOLUTION NUMBER 4 ESTABLISHING -- THE TONGVA ECONOMIC
20 DEVELOPMENT COMPANY LLC A CALIFORNIA LIMITED LIABILITY
21 COMPANY?

22 A. YEAH FOR THE PURPOSE OF PROMOTING.

23 THE COURT: I THOUGHT YOU SAID SOMETHING ELSE?

24 A. FOR ESTABLISHING GAMING OPERATIONS.

25 MS. IBARRA: SO I THINK I ASKED YOU BUT I DON'T
26 RECALL IF I GOT AN ANSWER FROM YOU ON IT, SO DO YOU KNOW WHAT
27 THAT MEANS, WHAT RESOLUTION NUMBER 4 IS SUPPOSED TO MEAN?

28 A. WHAT I TAKE IT TO MEAN -- I DON'T REALLY KNOW BUT

1 WHAT I TOOK IT TO MEAN WAS THAT HE WAS GOING TO PROMOTE US TO
2 BE ABLE TO GET A CASINO AND GET A FEDERAL RECOGNITION WE
3 NEEDED TO HAVE THE CASINO.

4 Q. AND DO YOU KNOW IF YOU VOTED YES OR NO ON THAT ONE?

5 A. I DON'T RECALL THAT ONE. I'D HAVE TO READ IT.

6 Q. I THINK IT'S IN THE PACKET IF YOU WANT TO READ IT.

7 MR. STEIN: OBJECTION OUTSIDE THE SCOPE OF REDIRECT,
8 YOUR HONOR.

9 THE COURT: OVERRULED. YOU'RE TALKING ABOUT NUMBER
10 4 NOW.

11 MS. IBARRA: YES RESOLUTION NUMBER 4.

12 MS. IBARRA: YOUR HONOR IS THERE A GOOD TIME TO
13 BREAK FOR LUNCH.

14 THE COURT: I WAS HOPING THAT YOU'D FINISH WITH HER
15 AND BEFORE LUNCH. SO HOW MUCH LONGER DO YOU HAVE?

16 MS. IBARRA: I WANT TO SHOW HER A DOCUMENT, BUT THE
17 EXHIBIT I HAVE IN THE EXHIBIT BOOK IS MISSING PAGE 2 AND I
18 WANT TO MAKE COPIES TO MAKE SURE EVERYBODY HAS IT.

19 THE COURT: NOBODY HAS A FULL ONE?

20 MS. IBARRA: I HAVE A FULL ONE.

21 THE COURT: JUST SHOW IT TO THE OTHER SIDE, THERE'S
22 ONLY ONE PAGE MISSING FROM THE OTHER BINDERS.

23 MS. IBARRA: THERE WAS YEAH.

24 THE COURT: WHICH PAGE.

25 MS. IBARRA: PAGE 2. THIS IS AN EXHIBIT THAT'S BEEN
26 IN DISCOVERY FOR A LONG TIME AND BEEN SHARED WITH COUNSEL.

27 MR. STEIN: IS IT A MARCH 8 LETTER.

28 MS. IBARRA: YES.

1 THE COURT: IN THE MEANTIME YOU CAN EXAMINE HER,
2 LET'S TRY TO FINISH SO THAT WE CAN START WITH A NEW WITNESS
3 AFTER LUNCH.

4 Q. BY MS. IBARRA: SO DO YOU -- SO AFTER REVIEWING IT,
5 MS. NEMINSKI, DO YOU RECALL IF YOU VOTED YES OR NO ON IT?

6 A. I'M NOT DONE READING IT, CAN I -- I'M SORRY I'M A
7 SLOW READER.

8 Q. OH IT'S OKAY?

9 A. I BELIEVE I VOTED YES ON THAT.

10 Q. YOU VOTED YES ON IT?

11 A. I BELIEVE SO.

12 Q. OKAY. SO BUT YOU DON'T -- IF I HADN'T PROMPTED YOU
13 TO READ THAT, WOULD YOU KNOW IF YOU VOTED YES OR NO
14 WITHOUT --?

15 A. NO I'D HAVE TO READ THEM.

16 Q. AND DO YOU HAVE AN INDEPENDENT RECOLLECTION OF THE
17 REST OF THESE, OF THE REST OF THE RESOLUTIONS THAT ARE LISTED
18 ON THE FRONT PAGE? IF YOU DON'T REMEMBER THAT'S OKAY?

19 A. I CAN'T REMEMBER IF IT WAS 10 OR IF IT WAS -- I
20 THINK IT WAS 10 I VOTED AGAINST, I'D HAVE TO READ IT.

21 Q. THAT'S OKAY, I'LL JUST MOVE ON TO THE NEXT EXHIBIT
22 WHICH IS -- SO YOU REFERRED TO MR. OTTO HAVING SENT A LETTER
23 SAYING THAT HE WASN'T GOING TO REPRESENT THE TRIBE?

24 A. CORRECT.

25 Q. SO I WILL JUST SHOW YOU A COPY OF IT AND THIS IS
26 EXHIBIT?

27 {LEFT2}: 16.

28 MS. IBARRA: THIS IS PLAINTIFFS 16.

1 MR. STEIN: OBJECTION WE HAVEN'T IDENTIFIED THE
2 EXHIBIT 16 YET.

3 THE COURT: YEAH SHOW IT TO HER BEFORE YOU DISPLAY
4 IT THOUGH?

5 A. YES THIS LETTER, I KNOW THIS LETTER, I HAVE A COPY
6 OF IT AT HOME.

7 Q. CAN I SHOW A COPY TO THE JURY, IT'S A BELOW UP.

8 THE COURT: YES.

9 MS. IBARRA: SO THIS IS EXHIBIT 16.

10 THE COURT: JUST HAND IT TO THE JURY.

11 MS. IBARRA: OKAY AND THEY CAN READ IT.

12 THE COURT: THEY CAN PASS THAT AROUND AND REFER TO
13 19 ON THE BOARD.

14 JUROR NO. 7: IT MIGHT BE EASIER IF I HAVE THE
15 SMALLER VERSION.

16 THE COURT: OH OKAY GIVE HER THE SMALLER VERSION.

17 JUROR NO. 7: I DON'T WANT TO KNOCK OVER MY [TPHEL]
18 OH JURORS.

19 THE COURT: OKAY GO AHEAD.

20 Q. BY MS. IBARRA: SO WHAT IN HEAR INDICATES TO YOU
21 THAT MR. OTTO IS NOT REPRESENTING YOU?

22 A. HE FLAT OUT SAID --

23 Q. YOU CAN READ IT?

24 A. IT SAYS DEAR MR. CHAIRMAN VELASQUES, HONORABLE
25 MEMBERS OF THE GABRIELINO-TONGVA TRIBE.

26 THE COURT: SLOW DOWN SO THE COURT REPORTER CAN?

27 A. DOES SHE NEED TOE REPEAT.

28 MS. IBARRA: .

1 THE COURT: DO YOU NODE [AOE] REPEATED.

2 THE REPORTER: NO THANK YOU?

3 A. TO CONFIRM MY CONVERSATION WITH MR. STEIN YET I SAW
4 YET AFTERNOON FOR THE FIRST TIME CERTAIN RESOLUTIONS THE
5 TRIBE ON SUNDAY MARCH 4TH, 2001, RESOLUTION TWO ENTITLED
6 CONTRACTUAL AGREEMENT BETWEEN TRIBE AND TRIBAL GENERAL
7 COUNSEL STEVE OTTO. THE RESOLUTION 10 ENTITLED CONTRACTUAL
8 AGREEMENT WITH THE SANTA MONICA DEVELOPMENT COMPANY [HR*T] A
9 CALIFORNIA LIMITED LIABILITY COMPANY, DEVELOPER, INCORRECTLY
10 REFLECTED MY RELATIONSHIP WITH THE TRIBE AND THE [SKWREPBS]
11 OF EVENTS LEADING UP TO THE TRIBES APPARENT APPROVAL OF SAID
12 AGREEMENT WITH THE ST. MONICA DEVELOPMENT. AS YOU ARE AWARE
13 A SENT A NOTICE TO MR. VELASQUES AS TRIBAL CHAIRMAN AND TO
14 THE TRIBAL COUNCIL AND ALSO TO MR. STEIN VIA E-MAIL ON
15 FEBRUARY 26, 2001. SUBSEQUENTLY BY LETTER ON MARCH 1ST, 2001
16 IN WHICH I STATED PLEASE BE ADVISED AND CITIZENSHIP ACCEPT MY
17 REGRET THAT I AM UNABLE TO REPRESENT THE GABRIELINO-TONGVA,
18 THE TRIBE IN CONNECTION WITH ANY [TPHROEUP] AND THE [SAPBT]
19 MOEHN AND JONATHAN STEIN PROPOSAL AGREEMENT. MY WITHDRAWAL
20 FROM THE REPRESENTATION THAT YOU APPROVED ONLY LAST SUNDAY
21 FEBRUARY 25TH, 2001 WHICH APPROVAL WAS IS SUBJECT TO MY
22 SUBMISSION AND APPROVAL OF A WRITTEN ATTORNEY CONTRACT SHOULD
23 NOT BE VIEWED AS A.

24 Q. A COMMENT?

25 A. A COMMENT, I'M SORRY IN ANY WAY UPON THE PURPOSE.

26 Q. PROPOSED?

27 A. [PROSE|PROS]-D AGREEMENT WITH [SPHAOPBT] DEVELOPMENT
28 COMPANY. YOU SHOULD NOT CONSIDER AN ATTORNEY AS HAVING

1 REVIEWED OR COMMENTED UPON THE PROPOSED AGREEMENT ON THE
2 TRIBES BEHALF. MR. STEIN REPLIED BY E-MAIL TO MY E-MAIL
3 DURING THE AFTERNOON OF FEBRUARY 26, 2001 AND ACKNOWLEDGED I
4 AM SORRY TO SEE YOUR RESIGNATION BUT IT SEEMED APPROPRIATE AT
5 THIS PARTICULAR POINT. I DID NOT SEEK NOR DO I AGREE WITH
6 THE APPOINTMENT AS TO THE TRIBES GENERAL COUNSEL STATED IN
7 RESOLUTION TWO, NUMBER 2 DATED MARCH 4TH, 2001.

8 Q. AND THIS GOES ON BUT THE POINT OF IT BEING THAT MR.
9 OTTO HAD IN FEBRUARY ALREADY STATE TODAY MR. STEIN AND MR.
10 VELASQUES VIA E-MAIL AND THAT MR. STEIN HAD REPLIED VIA
11 E-MAIL ACKNOWLEDGING REGRET.

12 MR. STEIN: OBJECTION ASSUMES FACTS NOT IN EVIDENCE.
13 THE COURT: OVERRULED YOU'RE RECITING WHAT'S IN THE
14 LETTER.

15 MR. STEIN: NO, SHE'S NOT THAT'S NOT IN THE LETTER.

16 THE COURT: IS THAT IN THE LETTER.

17 MR. STEIN: NO, IT'S NOT.

18 {BY LEFT2}:

19 Q. MS. MEMBER IS THAT WHAT YOU THINK -- WHAT DO YOU
20 THINK IS IN THE LETTER, WHAT DO YOU THINK IS REFLECTED IN
21 THERE.

22 MR. FORDYCE: OBJECTION DOCUMENT SPEAKS FOR IT
23 TELEPHONE.

24 THE COURT: JUST REPEAT IT THEN OVERRULED JUST
25 RE-READ IT.

26 MS. IBARRA: [EPBT] [KWR*] DON'T YOU RE [AED] AT
27 THAT TIME [THAOET]?

28 A. WHICH ONE.

1 Q. JUST THIS ONE?

2 A. AS YOU ARE AWARE I SENT A NOTE MR. VELASQUES AS
3 TRIBAL COUNCILMAN HAS AND ALSO TO MR. STEIN VIA E-MAIL ON
4 FEBRUARY 26, 2001 AND SUBSEQUENTLY BY LETTER ON MARCH 2001 IN
5 WHICH I STATED PLEASE BE ADVISED AND ACCEPT MY REGRET I AM
6 UNABLE TO REPRESENT THE GABRIELINO-TONGVA, THE TRIBE AS A
7 TRIBAL COUNCIL IN CONNECTION WITH THE SANTA MONICA
8 DEVELOPMENT COMPANY LLC JONATHAN STEIN PROPOSAL AGREEMENT, MY
9 WITHDRAWAL FROM THE REPRESENTATION THAT YOU APPROVED ONLY
10 LAST SUNDAY FEBRUARY 25TH, 2001 WHICH APPROVAL WAS SUBJECT TO
11 MY SUBMISSION AND APPROVAL OF A WRITTEN -- A WRITTEN ATTORNEY
12 CONTRACT SHOULD NOT BE VIEWED AS A COMMENT IN ANY WAY UPON
13 THE PROPOSED AGREEMENT WITH SANTA MONICA DEVELOPMENT COMPANY,
14 YOU SHOULD NOT CONSIDER ANY ATTORNEY HAVING REVIEWED OR
15 COMMENTED UPON THE PROPOSAL AGREEMENT ON THE TRIBES BEHALF.
16 MR. STEIN REPLIED BY E-MAIL TO MY E-MAIL DURING THE AFTERNOON
17 OF FEBRUARY 26, 2001 AND ACKNOWLEDGED I AM SORRY TO SEE YOUR
18 RESIGNATION BUT IT SEEMS APPROPRIATE AT THIS PARTICULAR
19 POINT, I DO NOT SEEK NOR DO I AGREE WITH THIS APPOINTMENT AS
20 THE TRIBES GENERAL COUNSEL STATED IN RESOLUTION TWO, NUMBER 2
21 DATED MARCH 4TH, 2001.

22 Q. SO IS IT YOUR UNDERSTANDING THAT DESPITE THE FACT
23 THAT MR. OTTO HAD ALREADY STATED IN WRITING THAT HE WAS NOT
24 INTERESTED IN BEING APPOINTED GENERAL COUNSEL OR REVIEWING
25 THE SMDC AGREEMENT THAT MR. STEIN PROFFERED TO YOU A
26 RESOLUTION SAYING HERE'S YOUR GENERAL COUNSEL WHO'S GOING TO
27 REVIEW THE AGREEMENT?

28 A. YES.

1 Q. OKAY THANK YOU.

2 MR. STEIN: CAN I DO REDIRECT AFTER LUNCH YOUR
3 HONOR.

4 THE COURT: NO SHE DID REDIRECT YOUR HONOR.

5 MR. STEIN: RECROSS EXCUSE ME SHE WENT OUTSIDE THE
6 SCOPE.

7 THE COURT: TWO MINUTES.

8 MR. STEIN: YOUR HONOR, I NEED A LOT MORE THAN TWO
9 MINUTES. SHE'S RAISING A VERY FUNDAMENTAL ISSUE OF
10 CREDIBILITY, SHE'S COMPARING RESOLUTION 10 TO THAT LETTER,
11 SHE'S MISQUOTING THE LETTER. I'D LIKE TO RECROSS HER AFTER
12 LUNCH IF POSSIBLE.

13 THE COURT: NO, LET'S DO IT NOW. I WANT TO GET THIS
14 WITNESS OFF.

15 MR. STEIN: YES, YOUR HONOR.

16 THE COURT: IT'S ONLY SUPPOSED TO BE 10 MINUTES PER
17 SIDE, SHE'S BEEN LONGER THAN THAT BUT.

18 MR. STEIN: MAY I TAKE THIS? ?

19 A. (INDICATING.).

20 THE COURT: SO THIS IS RECROSS. CAN YOU READ.

21 MR. STEIN: WELL YOU [KRAUFD] EAVE FIFTH SECOND WELL
22 I'LL READ THE SECOND PARAGRAPH AND YOU TELL ME IF YOU AGREE
23 SO THIS IS WHAT WAS IN RESOLUTION 10 SO LET'S PULL UP
24 RESOLUTION 10 SINCE YOU'RE SAYING WELL GEE IT'S NOT IN
25 RESOLUTION 10 BUT IT SEEMS LIKE IT MATCHES IT PRETTY WELL.
26 WELL FIRST OF ALL RESOLUTION 15 THE CONTRACTUAL AGREEMENT
27 WITH TRIBAL COUNCIL CAN YOU READ THIS WHEREAS CLAUSE RIGHT
28 OVER HERE, ARE YOU ABLE TO SEE THAT FROM THERE, [P-R] AS MR.

1 OTTO SENT TO TRIBAL COUNCIL JIM VELASQUESES HIS WRITTEN
2 RESIGNATION AS TRIBAL GENERAL COUNSEL AND AFTER AN INN HAVE I
3 [TAOEUGS] FROM THE TRIBAL COUNCIL AND MR. STEIN TO RECONSIDER
4 HIS RESIGNATION, MR. OTTO SEPTEMBER A SECOND WRITING STATING
5 HIS REFUSAL, IS THAT YOUR UNDERSTANDING OF WHAT THAT THAT IS?

6 A. WHAT THAT IS?

7 Q. YEAH.

8 A. YES.

9 Q. AND THIS SAYS --?

10 A. I WAS NOT MADE AWARE OF IT THOUGH UNTIL AFTER.

11 THE COURT: WHAT WEREN'T YOU MADE AWARE OF I'M
12 SORRY?

13 A. I WAS [-P] MADE AWARE OF THIS LETTER AND THAT HE WAS
14 NOT -- I FOUND OUT THE DAY AFTER THAT HE SAID NO, HE DIDN'T
15 WANT TO BE OUR LAWYER FOR THIS.

16 THE COURT: YOU FOUND OUT ABOUT [OT] OWES NOT BEING
17 YOUR LAWYER WHEN?

18 A. THE DAY AFTER WE SIGNED IT, THE CONTRACT.

19 THE COURT: OKAY.

20 Q. BY MR. STEIN: AND WOULD THAT BE MARCH 8 OVER HERE,
21 MARCH 8, THIS LETTER DATED MARCH 8?

22 A. YOU HAVE IT.

23 MS. IBARRA: I'M GOING TO OBJECT BECAUSE

24 [COUNSEL'S|COUNSELS] [AOE] RED HERRING INFORM A DIFFERENT
25 RESOLUTION AFTER THE ONE THAT --.

26 MR. STEIN: LET'S GO TO RESOLUTION THIS IS MARCH
27 4TH.

28 THE COURT: WAIT A MINUTE WHAT'S THE OBJECTION.

1 MS. IBARRA: THERE'S CONFUSION ABOUT RESOLUTIONS,
2 THE RESOLUTION APPOINTING MR. OTTO IS RESOLUTION NUMBER 2 AND
3 NOW HE'S QUOTING FROM RESOLUTION NUMBER 15.

4 THE COURT: OH THOUGHT IT WAS 10 SO LET'S BE CLEAR
5 ABOUT WHICH RESOLUTION WE'RE REFERRING TO.

6 MR. STEIN: RIGHT ON RESOLUTION NUMBER 10?

7 A. THIS ONE ONLY HAS 10.

8 Q. THAT'S MARCH 4TH IS THAT YOUR SIGNATURE ON
9 RESOLUTION NUMBER 10?

10 A. YES.

11 Q. ABSTAIN AND THAT'S ON MARCH 4TH. AND THIS LETTER IS
12 DATED MARCH THE 8TH, FOUR DAYS AFTERWARDS?

13 A. [KWRA*S] I CAN'T SEE IT.

14 Q. FORGIVE ME, MARCH THE 8TH?

15 A. MAY I HAVE IT, PLEASE.

16 Q. (INDICATING.)?

17 A. THANK YOU. YES IT'S DATED MARCH 8TH.

18 Q. AND THAT'S DATED MARCH 4TH AND THAT LETTER IS DATED
19 MARCH 8TH?

20 A. UH-HUH.

21 Q. AND THIS LETTER ACKNOWLEDGES THAT IN FACT HE DID
22 REVIEW THE SMDC AGREEMENT DOESN'T IT.

23 MS. IBARRA: OBJECTION?

24 A. NO.

25 MS. IBARRA: BEVEL.

26 THE COURT: OVERRULED.

27 MS. IBARRA: THE DOCUMENT SPEAKS FOR ITSELF.

28 THE COURT: OVERRULED.

1 MR. STEIN: THAT I SHOULD PREPARE WRITTEN COMMENTS
2 CONCERNED PROPOSED AGREEMENT AND THE ASSOCIATED TRIBAL
3 COUNCIL RESOLUTIONS THAT HAVE BEEN PREPARED BY MR. STEIN'S
4 OFFICES OR MR. STEIN'S COUNSEL.

5 THE COURT: CAN WE READ THE WHOLE SENTENCE.

6 MS. IBARRA: YES.

7 MR. STEIN: FORGIVE ME HE LET ME START ABOVE. AS
8 REFLECTED IN THE EARLIER CORRESPONDENCE I DID NOT REVIEW THE
9 PURPORTED AGREEMENT.

10 THE COURT: HOLD ON?

11 A. THAT'S NOT FROM THE BEGINNING.

12 THE COURT: CAN I SEE THE EXHIBIT, PLEASE HAND IT TO
13 COUNSEL AND SHE CAN HAND IT TO ME. THANK YOU ALTERNATE
14 NUMBER 2. OKAY LET'S SEE, WHAT ARE WE REFERRING TO?

15 A. IT'S THE THIRD PARAGRAPH.

16 THE COURT: THE THIRD PARAGRAPH AS REFLECTED, IS
17 THAT WHAT --.

18 MR. STEIN: UH-HUH.

19 THE COURT: OKAY SO HERE AS REFLECTED, YEAH, OKAY
20 JUDGE DON'T YOU START FROM THE BEGINNING.

21 MR. STEIN: OKAY AT THE MEETING.

22 THE COURT: NO AS REFLECTED.

23 MR. STEIN: AS REFLECTED BY MY CORE [SPOP] DENSE
24 FEBRUARY 26, 2001, AND AGAIN ON MARCH 1, I DID NOT REVIEW THE
25 PURPORTED AGREEMENT WITH SMDC ON BEHALF OF THE TRIBE NOR DID
26 I ADVISE THE TRIBE IN THAT REGARD. DO YOU UNDERSTAND THAT?

27 A. UH-HUH.

28 Q. BUT THEN HAD HE SAYS AT THE MEETING OF FEBRUARY 25TH

1 DURING WHICH THE TRIBAL COUNCIL EXTENSIVELY REVIEWED MY
2 QUALIFICATIONS, THEY AGREED ADDITIONAL TIME WAS NEEDED TO
3 CONSIDER THE FINAL AGREEMENT WITH SMDC, JONATHAN STEIN, AND
4 THAT I SHOULD REPAIR WRITTEN COMMENTS, IS THAT CORRECT?

5 A. YES.

6 Q. AND IN RESOLUTION 10 THE CLAUSE CONCERNING MR. OTTO
7 SAYS TRIABLE GENERAL COUNSEL OTTO RECEIVED FROM MR.

8 [STKPAOEUPB] REVIEWED A DRAFT OF THIS AGREEMENT AND THIS
9 RESOLUTION?

10 A. I'M SORRY WHICH ONE IS IT.

11 Q. RIGHT THERE, IT SAYS THE WHEREAS [KHRA*UD] CLAUSE
12 AND THE SEQUENCE OF EVENTS FROM DECEMBER TO JANUARY AND IT
13 SAYS TRIBAL GENERAL COUNSEL THAT RESOLUTION TWO APPOINTED,
14 OTTO RECEIVED FROM MR. STEIN AND REVIEWED A DRAFT DEVELOPMENT
15 AGREEMENT AND THIS RESOLUTION AND HE'S SAYING HE HAD THEM IN
16 HIS POSSESSION RIGHT THERE?

17 A. YES.

18 Q. IS THAT CORRECT? AND THEN IT SAYS THAT MR. OTTO
19 ALSO MET WITH TRIBAL GENERAL COUNSEL THAT'S RESOLUTION TWO,
20 STEVE OTTO THAT JIM VELASQUES KNEW FROM A YEAR EARLIER AND
21 HAD APPOINTED, MET WITH TRIBAL GENERAL COUNSEL FOR [SEFRZ]
22 HOURS ON FEBRUARY 25TH. IS THAT THE FEBRUARY 25TH MENTIONED
23 RIGHT HERE?

24 A. AS FAR AS I KNOW.

25 Q. SO WHAT ABOUT THIS DO YOU SAY IS NOT ACCURATE.

26 THE COURT: THIS MEANING THE RESOLUTION.

27 MR. STEIN: THE RESOLUTION. YOU SAID IT WASN'T
28 ACCURATE WHEN QUESTIONED WHAT IS NOT ACCURATE THERE?

1 A. MR. OTTO DID NOT GO OVER IT WITH US, HE DID NOT GIVE
2 US ANY ADVICE ON IT, HE WAS NOT OUR LOWER.

3 Q. YOU SAID?

4 A. HE REFUSED IT.

5 Q. AND YOU WERE PRESENT ON FEBRUARY 25TH RIGHT, IS WHAT
6 YOU'RE SAYING NOW, THAT'S WHY YOU HAVE KNOW THESE THINGS?

7 A. I KNOW IT FROM READING -- I DON'T KNOW IF I -- I
8 DON'T REMEMBER IF THERE WAS A MEETING ON THAT DAY.

9 Q. YOU TESTIFIED --.

10 THE COURT: WAIT A MINUTE LET HER FINISH DOWN?

11 A. THANK YOU. I DON'T RECALL THE EXACT DATES OF
12 MEETINGS, I DON'T RECALL EVER MEETING MR. OTTO BUT I'VE READ
13 THIS MORE THAN ONCE.

14 Q. BUT YOU TESTIFIED EARLIER YOU NEVER MET HIM, HE
15 WEREN'T AT THE FEBRUARY 25TH MEETING AND YOU JUST SAID THIS A
16 MOMENT AGO THAT YOU KNEW WHAT HAPPENED AT THE FEBRUARY 25TH
17 MEETING.

18 MS. IBARRA: OBJECTION MISSTATES HER TESTIMONY.

19 THE COURT: SUSTAINED. YOU HAVE ANOTHER [TKO*]
20 QUESTION.

21 MR. STEIN: YEAH I DO HAVE ONE MORE QUESTION, WERE
22 YOU AWARE THAT MR. OTTO HAD A NORMALLY HOURLY RATE OF \$300 AN
23 HOUR BUT ASKED MR. STEIN TO PAY \$800 AN HOUR FOR THIS
24 REPRESENTATION?

25 A. NO.

26 Q. AND WERE YOU AWARE THAT THAT'S WHAT CAUSED MR. OTTO
27 TO SEND THE LETTER THAT HE DIDN'T GET HIS \$800 AN HOUR WHEN
28 HIS NORMAL RATE WAS \$300 AN HOUR?

1 A. NO.

2 Q. EXAM WERE YOU AWARE THAT MR. STEIN SAID.

3 MS. IBARRA: OBJECTION COUNSEL IS TESTIFYING.

4 THE COURT: ASSUMES FACTS NOT IN EVIDENCE.

5 MS. IBARRA: ASSUMES EXACT.

6 MR. STEIN: BUT THE FACTS ARE IN EVIDENCE.

7 JUROR NO. 7: NO.

8 THE COURT: SUSTAINED OKAY WELL LET'S GO TO LUNCH
9 AND COME BACK AT ONE -- 145 SINCE I NEED TO GIVE THEM AN HOUR
10 AND A HALF.

11 MR. STEIN: I HAVE ACTUALLY JUST ONE QUESTION TO GO.

12 THE COURT: THANK YOU. YES YOU'RE EXCUSED, THANK
13 YOU.

14 MR. FORDYCE: YOUR HONOR MAY HAVE I ONCE THE I
15 DIDN'T REMEMBER JURY IS GONE JUST ONE QUICK THING.

16 THE COURT: OKAY.

17 (WHEREUPON THE JURY EXITS THE COURTROOM.).

18 MR. FORDYCE: YOUR HONOR JUST VERY QUICKLY, I
19 UNDERSTAND THAT THIS INDIVIDUAL IS ALLOWED TO BE IN THE
20 GALLERY BUT THEY MUST REMAIN QUIET.

21 THE COURT: YES.

22 MR. FORDYCE: I HEARD AUDIBLE COMMENT FROM HER, THEY
23 ARE THE SAME.

24 THE COURT: THEY ARE THE SAME.

25 MR. FORDYCE: WHEN WE WERE REFERRING TO THE COASTAL
26 GABRIELINOS AND THE GABRIELINO-TONGVA TRIBE, SO I'D JUST ASK
27 YOUR HONOR TO.

28 THE COURT: OH, YOU HEARD HER MAKE A COMMENT.

1 MR. FORDYCE: SO IF IT'S AUDIBLE TO THE 48 YEAR OLD
2 MUSICIAN IT'S AUDIBLE TO THE JURY.

3 THE COURT: WELL I HEARD SOME [PHUR] [PHERG] BACK
4 THERE AND I TALKED TO MY STAFF AND TALKED TO WHOEVER IS OUT
5 THERE PLEASE TELL THEM NOT TO MURMUR OR SPEAK AND I BELIEVE
6 YOU DID DO THAT CORRECT.

7 {MIDDLE}: SHE WAS TOLD AND SHE WAS ALSO TOLD BY
8 COUNSEL MEMBER THAT'S ON COUNSEL TABLE.

9 MR. FORDYCE: GOT IT DIDN'T REALIZE PER RESPECT.

10 MR. STEIN: THIS IS NOT A WITNESS THAT'S STAYING?
11 HERE.

12 MS. IBARRA: THIS IS NOT A WITNESS AND AN ADMONITION
13 HAS BEEN GIVEN AND I'M SURE SHE WILL REFRAIN THANK YOU.

14 MR. FORDYCE: I'M FINE THANK YOU.

15 THE COURT: IF YOU HEAR ANYTHING LET ME KNOW BECAUSE
16 I'M WAY UP HERE AND IF I DON'T HEAR IT I WON'T SAY SOMETHING
17 BUT IF YOU HEAR IT [SKUT] BUT I DID HEAR IT AND MY STAFF TOOK
18 CAKE [-R] CARE OF IT. DID YOU HEAR ANY DISCUSSION AFTER.

19 MR. FORDYCE: I DID THANK YOU.

20 THE COURT: AND ALSO JUST A REMINDER, COUNSEL, MR.
21 STEIN DOES ALL THE QUESTIONING, IF YOU WANT TO DO SOME
22 QUESTIONING HAD YOU NEED TO LET YOU KNOW BECAUSE YOU'VE BEEN
23 SEEDING AUTOPSY YOUR TIME TO HIM.

24 MR. FORDYCE: I LITERALLY AM GOING TO ASK THIS
25 WITNESS TWO WEEKS.

26 THE COURT: YOU'RE TALKING ABOUT THE NEW WITNESS
27 BECAUSE I EXCUSED HER.

28 MR. FORDYCE: OH.

1 THE COURT: SO IF YOU WANT TO QUESTION HER, I'LL
2 GIVE YOU A FEW MINUTES.

3 MR. FORDYCE: WELL LITERALLY BE THREE MINUTES.

4 THE COURT: YOU NEED TO COME BACK. HOWEVER I'M
5 TELLING YOU THAT MOST OF THE TIME YOU'VE BEEN SEEDING YOUR
6 TIME TO MR. STEIN.

7 MR. FORDYCE: CORRECT YOUR HONOR.

8 THE COURT: SO DO YOU WANT ME TO ASK OF YOU --.

9 MR. STEIN: HE'LL FAKE MY TIME INSTEAD I WON'T SPEAK
10 AT ALL.

11 THE COURT: WELL YOU HAVE DON'T HAVE ANY MORE TIME
12 LEFT BUT MY QUESTION IS, WELL OKAY THIS IS WHAT I'M GOING TO
13 DO, I'M GOING TO ALLOCATE F I GIVE YOUR SIDE 20 MINUTES
14 YOU'RE GOING TO ALLOCATE THAT TIME HOWEVER YOU WANT, OKAY? .

15 MR. FORDYCE: THAT'S GREAT YOUR HONOR, ABSOLUTELY.

16 THE COURT: SO IF YOU HAVE DON'T WANT TO SEED YOUR
17 TIME TO HIM YOU'RE GOING TO JUMP UP AND ASK QUESTIONS BECAUSE
18 MOST OF THE TIME YOU'VE BEEN SEEDING ARGUMENT TIME AND
19 QUESTIONING TIME.

20 MR. FORDYCE: INSTEAD.

21 THE COURT: TO MR. STEIN.

22 MR. FORDYCE: THAT'S CORRECT YOUR HONOR SO I WILL
23 JUMP UP.

24 THE COURT: OKAY LET ME KNOW AND I'LL GIVE YOU A
25 COLLECTIVE TIME AND THEN YOU DECIDE HOW YOU WANT TO ALLOCATE
26 IT.

27 MR. STEIN: YOUR HONOR HE WAS GOING TO DO THE THREE
28 MINUTES THAT HAD YOU TOLD ME THAT I WOULD BE QUESTIONING THE

1 WITNESS AFTER LUNCH.

2 THE COURT: NO NO NO NO I DIDN'T HAVE I SAID WE WERE
3 DONE WITH THE WITNESS BUT HE SAYS HE HAS A COUPLE MORE
4 QUESTIONS I'LL LET [PHEUPL] ASK.

5 MR. STEIN: THAT'S VERY KIND IF YOU FEEL WE'RE TO
6 NOT I WANT TO FOLLOW THE COURT'S [SKPRAOULDZ] WE'RE [H-RPB]
7 [THRAOEUG] TO GET EXTRA TIME.

8 THE COURT: RIGHT NO I UNDERSTAND THAT AND YOU
9 CAN -- WELL OKAY THANK YOU.

10 MR. FORDYCE: THANK YOU [-RPB].

11 THE COURT: MAKE SURE YOU HAVE YOUR NEXT WITNESS
12 AVAILABLE.

13 MS. IBARRA: YES THANK YOU.

14 (NOON BREAK.) 12:21 PM TO 1:55 PM

15 THE COURT: WHO IS YOUR NEXT WITNESS?

16 MS. IBARRA: VICTOR VELASQUEZ.

17 THE COURT: HOW LONG DO YOU EXPECT HIS TESTIMONY TO
18 BE?

19 MS. IBARRA: 20 MINUTES, I HOPE.

20 THE COURT: SO DEFENSE YOU CAN HAVE 20 MINUTES AS
21 WELL LIKE I SAID YOU CAN ALLOCATE IS ANYWAY YOU WANT.

22 MR. STEIN: WELL, IT INCLUDE THE REDIRECT --
23 RECROSS.

24 THE COURT: WELL YOU DON'T HAVE A RIGHT TO RECROSS,
25 YOU CAN ALLOW THE COURT TO RECROSS, BUT REDIRECT -- ALL OF
26 THOSE THINGS ARE DISCRETIONARY, THEY'RE NOT MANDATORY. OKAY
27 JUST HAVE THEM COME IN.

28 (WHEREUPON THE JURY ENTERS THE COURTROOM.).

1 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS JONATHAN
2 STEIN, BC361307, GOOD AFTERNOON EVERYBODY.

3 JURY PANEL: GOOD AFTERNOON.

4 THE COURT: OKAY WE BROUGHT BACK OUR WITNESS FOR
5 JUST A FEW MORE MINUTES, MR. FORDYCE YOU WANTED THREE
6 MINUTES, SO YOU GET THEM.

7 MR. FORDYCE: THANK YOU YOUR HONOR.

8 Q. BY MR. FORDYCE: MS. NEMINSKI JUST A COUPLE OF VERY
9 QUICK QUESTIONS FOR YOU, YOU'VE BEEN SHOWN PLAINTIFF'S
10 EXHIBIT 16 WHICH IS THE MARCH 8TH, 2001 LETTER FROM STEVE
11 OTTO IS THAT CORRECT?

12 A. YES.

13 Q. IS THERE ANYTHING IN THAT DOCUMENT THAT IDENTIFIES
14 MR. STEIN AS THE TRIBE'S COUNSEL IN ANY WAY?

15 A. I DON'T KNOW I'D HAVE TO RE-READ IT.

16 Q. CAN YOU RE-READ IT THEN PLEASE? I'M HAPPY TO HAND
17 THIS TO YOU.

18 THE COURT: OH THE BIG -- DO WE HAVE THE SMALL.

19 MS. IBARRA: WE HAVE ANOTHER COPY IF YOU'D LIKE?

20 A. IT'S EASIER TO READ THIS ONE IT'S BIGGER.

21 THE COURT: OH OKAY GO AHEAD?

22 A. I'M SORRY.

23 COURT ATTENDANT: YOUR HONOR NUMBER 6 HAS A
24 QUESTION.

25 THE COURT: NUMBER 6.

26 JUROR NO. 6: COULD THAT EXHIBIT BE RE CIRCULATED
27 AMONGST THE JURY BECAUSE IT STOPPED.

28 THE COURT: HE SIGH IT DIDN'T GET AROUND TO ALL THE

1 JURORS.

2 JUROR NO. 6: NO.

3 THE COURT: THAT'S TRUE I THINK WE DID TAKE IT FROM
4 THE ALTERNATE. YES YOU MAY.

5 THE COURT: IS THERE ANY STIPULATION THAT WEEKEND-ER
6 INTO AT THIS POINT.

7 MR. FORDYCE: IT'S NOT IN THERE BUT YOU KNOW I'M
8 JUST HAVING THE WITNESS TESTIFY TO IT.

9 THE COURT: WELL OKAY. COUNSEL CAN YOU COME TO
10 SIDEBAR FOR A MINUTE. WE DON'T NEED THE COURT REPORTER, JUST
11 COUNSEL.

12 THE REPORTER: THANK YOU, YOUR HONOR.

13 MR. FORDYCE: HAVE YOU A CHANCE TO REVIEW THAT MS.
14 NEMINSKI?

15 A. YES.

16 Q. DO YOU SEE ANYTHING IN THERE THAT IDENTIFIES MR.
17 STEIN AS GT TRIBE'S ATTORNEY?

18 A. NO.

19 Q. AND JUST ONE FINAL QUESTION MR. NEMINSKI, TODAY
20 YOU'VE TESTIFIED ON MULTIPLE OCCASION THAT'S DURING THE
21 RESOLUTIONS THAT WE'VE LOOKED AT, THAT'S RESOLUTIONS ONE
22 THROUGH ABOUT 15 OR SO I BELIEVE YOU LOOKED AT?

23 A. I LOOKED AT ONE THROUGH 11.

24 Q. YES THAT'S FINE, THAT YOU DID NOT HAVE COUNSEL
25 DURING THAT TIME, IS THAT CORRECT?

26 A. CORRECT.

27 Q. AND THAT INCLUDES MR. STEIN, CORRECT, NOT YOUR
28 COUNSEL DURING THAT TIME?

1 A. WHAT DO YOU MEAN? I'M SORRY I'M --.

2 Q. YOU'VE TESTIFIED EARLIER TODAY THAT YOU HAD NO
3 REPRESENTATION, YOU HAD NO COUNSEL DURING THE TIME OF THESE
4 RESOLUTIONS FROM LATE 2000 TO EARLY 2001; IS THAT CORRECT, TO
5 MY UNDERSTANDING YOUR TESTIMONY?

6 A. CORRECT.

7 Q. DOES THAT INCLUDE MR. STEIN AS YOUR ATTORNEY DURING
8 THAT TIME OR HIM NOT BEING YOUR ATTORNEY DURING THAT TIME?

9 A. I'VE ALREADY SAID WHAT HE SAID WAS HE WOULD -- WHAT
10 HE PUT IN THERE HE WOULD NORMALLY PUT IN A BROAD PLANK [HET]
11 WAIVER AND HE PUT IN A LIMITED BANK [ET] WAIVER THAT'S PRETTY
12 MUCH WHAT HE TOLD US.

13 Q. SO AGAIN, THAT'S NOT --?

14 A. THAT'S ABOUT THE EXTENT OF IT FROM WHAT I RECALL.

15 Q. WAS HE YOUR ATTORNEY DURING THAT TIME?

16 A. NOT -- HE WASN'T ACTING AS OUR ATTORNEY THAT I
17 RECALL BUT HE WAS THE ONLY ATTORNEY THERE.

18 Q. THANK YOU.

19 THE COURT: OKAY THANK YOU MA'AM YOU MAY STEP DOWN.
20 PLAINTIFF YOU MAY CALL YOUR NEXT WITNESS.

21 MS. IBARRA: THE NEXT WITNESS IS VICTOR VELASQUEZ.

22 COURT ATTENDANT: YOUR HONOR THEY'RE CHECK EGG TO
23 SEE IF HE IS IN THE RESTROOM.

24 THE COURT: DO YOU HAVE ANOTHER WITNESS AFTER THAT.

25 MS. IBARRA: YES, I HAVE --.

26 THE COURT: OH HE'S COMING.

27 MS. IBARRA: HE'S HERE.

28 COURT ATTENDANT: HE'S IN THE RESTROOM YOUR HONOR.

1 MS. IBARRA: WE HAVE TWO OTHERS, WE HAVE EDGAR
2 PEREZ.

3 THE COURT: WELL IS HE OUT THERE, WE CAN CALL HIM
4 AND THEN CALL THE OTHER ONE LATER.

5 MS. IBARRA: YEAH.

6 THE COURT: MR. PEREZ COME FORWARD?

7 A. THANK YOU.

8 THE COURT: STAND BEHIND THE COURT REPORTER TO MY
9 LEFT OVER THERE. FACE THE CLERK TO MY RIGHT?

10 A. OKAY.

11 THE CLERK: PLEASE RAISE YOUR RIGHT HAND * * STATE,
12 SO HELP YOU GOD * *?

13 A. YES.

14 THE CLERK: THANK YOU SIR YOU MAY HAVE A SET TO YOUR
15 RIGHT?

16 A. THANK YOU. AND SIR CAN YOU PLEASE STATE AND SPELL
17 YOUR FIRST AND LAST NAME FOR THE RECORD?

18 A. EDGAR EDG A R PERCENT PERZ.

19 THE CLERK: THANK YOU.

20 THE COURT: THANK YOU. YOU MAY BEGIN.

21 Q. BY MS. IBARRA: MR. PEREZ?

22 A. YES.

23 Q. DO YOU CURRENTLY SERVE ON THE TRIBAL COUNCIL FOR THE
24 GABRIELINO-TONGVA TRIBE?

25 A. NO.

26 Q. DID YOU USED TO SERVE ON THE TRIBAL COUNCIL?

27 A. YES I DID.

28 Q. WHAT WERE THE DATES?

1 A. I SERVED FOR TWO TERMS, 2006 UNTIL 2000 -- LET'S SAY
2 ABOUT THREE YEARS AGO SO THAT WOULD BE ABOUT 2014.

3 Q. UNTIL 2014?

4 A. YES.

5 Q. WHEN DID YOU JOIN THE TRIBE, THE GABRIELINO-TONGVA
6 TRIBE, WHEN DID YOU JOIN IT?

7 A. WELL I'VE BEEN INVOLVED IN NATIVE AMERICAN -- NATIVE
8 AMERICAN ISSUES AND POLICIES FOR ABOUT 40 YEARS BUT THE
9 COUNCIL -- WHICH COUNCIL ARE YOU REFERRING TO.

10 Q. THE GABRIELINO-TONGVA TRIBE WHERE YOU SERVED WITH
11 VIRGINIA CARMELO AND SAMUEL DUNLAP?

12 A. OAF THAT PARTICULAR COUNCIL WAS IN 2006, AROUND 2006
13 I WAS -- I WAS -- ABOUT OCTOBER I BELIEVE, OCTOBER 2006.

14 Q. OH OKAY. DID YOU -- BECAUSE WE HAVE DOCUMENTS THAT
15 BEAR YOUR SIGNATURE FROM EARLIER, IS IT POSSIBLE THAT YOU
16 WERE ON THE TRIBAL COUNCIL FROM EARLIER THAN THAT?

17 A. THE 2006 WAS AN ELECTION PERIOD SO I'M THINKING AS A
18 COUNCIL, DULY ELECTED COUNCIL.

19 Q. OKAY DID YOU SERVE BEFORE YOU WERE ELECTED?

20 A. YES.

21 Q. WHEN DID YOU BEGIN YOUR SERVICE AS A TRIBAL COUNCIL
22 PERSON WHETHER ELECTED OR APPOINTED OR OTHERWISE?

23 A. GEEZ, IT COULD HAVE BEEN TWO TO THREE YEARS BEFORE
24 THAT, MAYBE 2004, 2003 I BELIEVE. I'VE BEEN SO MANY
25 COUNCIL'S.

26 Q. WHAT COUNCIL'S WERE YOU ON BEFORE THEN?

27 A. I WAS A MEMBER OF THE -- OF THE GABRIELINO-TONGVA
28 TRIBE OF MISSION, SAN GABRIEL BAND OF MISSION INDIANS, I WAS

1 A MEMBER, NOT A COUNCIL MEN BUT A MEMBER.

2 Q. WAS THAT THE SAME GROUP THAT WAS LED BY ANTHONY
3 MORALES?

4 A. THAT IS CORRECT.

5 Q. AND SO YOU LED LEFT THAT GROUP AND JOINED THE
6 GABRIELINO-TONGVA TRIBE WITH --.

7 MR. STEIN: OBJECTION LEADING.

8 THE COURT: SUSTAINED.

9 Q. BY MS. IBARRA: SO YOUR BEST RECOLLECTION IS 2003?

10 A. AROUND THEREAFTER WE LEFT THERE, THE SAN GABRIEL
11 TRIBE, YES.

12 Q. CAN YOU LOOK AT DOCUMENT 569. THAT'S NOT IT, I'M
13 SORRY I'LL POINT YOU TO IT?

14 A. OH I'M SORRY THIS IS THE ONE EXPOSED.

15 Q. DO YOU RECOGNIZE THAT DOCUMENT, YOUR HONOR THAT'S
16 THE SMDC AGREEMENT THAT WE'VE SEEN CAN YOU?

17 A. YES.

18 THE COURT: COUNSEL LET HIM TESTIFY NOT YOU.

19 MS. IBARRA: OH OKAY?

20 A. YES IT'S FAMILIAR.

21 Q. BY MS. IBARRA: SO YOU'VE REVIEWED IT BEFORE?

22 A. YES.

23 Q. CAN YOU LOOK THROUGH IT AND SEE IF YOU CAN IDENTIFY
24 YOUR SIGNATURE?

25 A. YES MY SIGNATURE IS HERE.

26 Q. YOUR HONOR CAN I SHOW -- THIS IS THE SMDC AGREEMENT.

27 THE COURT: YES.

28 MS. IBARRA: I BELIEVE IT'S ON THERE RIGHT NOW.

1 Q. SO I'LL JUST TAKE YOU TO WHERE YOUR SIGNATURE FIRST
2 APPEARS?

3 A. OKAY.

4 Q. SO THIS IS A RESOLUTION RELATED TO THAT AGREEMENT
5 FROM APRIL 29, 2001, DOES THAT APPEAR TO BE CORRECT?

6 A. YES.

7 Q. AND THAT YOUR SIGNATURE?

8 A. THAT IS MY SIGNATURE.

9 Q. SO DOES THIS MEAN THAT YOU WERE A MEMBER OF THE
10 TRIBAL COUNCIL AS OF APRIL OF 2001?

11 A. YES. OKAY.

12 Q. OKAY. SO DO YOU --?

13 A. I HAVE THE DATE IN MIND BUT I -- I HAD THAT YEAR IN
14 MIND ANYWAY, I JUST I WAS NOT A -- NOT A DULY ELECTED PERSON
15 AT THAT TIME.

16 Q. SO YOU WERE APPOINTED?

17 A. YES.

18 Q. DO YOU RECALL WHO APPOINTED YOU TO THE TRIBAL
19 COUNCIL?

20 A. YES I BELIEVE IT WAS SAM DUNLAP.

21 Q. SO SAM DUNLAP DID HE RECRUIT YOU OR DID HE APPOINT
22 YOU?

23 A. NO HE RECRUITED ME AND SAID I HAD TO JOIN THIS
24 PARTICULAR TRIBAL COUNCIL.

25 Q. DO YOU HAVE ANY INDEPENDENT RECOLLECTION TODAY OF
26 [SAO*EUPBS] SIGNING THIS PARTICULAR RESOLUTION? THIS IS THE
27 FIRST TIME THAT YOUR SIGNATURE APPEARS, THERE'S ALSO A COPY
28 IN THE BOOK IN THAT'S EASIER FOR YOU TO --?

1 A. ASK THAT QUESTION AGAIN COUNSELOR.

2 Q. DO YOU HAVE ANY MEMORY OF HAVING SIGNED THIS AND --?

3 A. YES I DO.

4 Q. APRIL 29, 2000 [#16R7B8G9S] RIGHT THERE WAS SEVERAL
5 RESOLUTIONS, THAT WAS JUST ONE IN MANY?

6 Q. ON THIS DATE?

7 A. NO, THE REST OF THE -- THAT RESOLUTION, I REMEMBER
8 THAT ONE.

9 Q. DO YOU RECALL WHO ARE PREPARED THIS RESOLUTION?

10 A. YEAH THAT WAS RESOLUTION WAS PREPARED BY ATTORNEY
11 JONATHAN STEIN.

12 Q. DID HE PREPARE MOST OF THE RESOLUTIONS THAT YOU --?

13 A. ALL OF THEM.

14 Q. BUT WEREN'T YOU REPRESENTED -- WASN'T THERE A RAE
15 LAMOTHE LLC WHO WAS ALSO INVOLVED?

16 A. SHE WAS -- SHE WAS THE COUNCIL -- COUNSELOR THERE,
17 SHE WAS OUR GENERAL COUNSEL AT THE TIME BUT I DON'T REMEMBER
18 HER DEVELOPING OR AUTHORIZING THOSE.

19 Q. THOSE RESOLUTIONS?

20 A. THOSE RESOLUTIONS, CORRECT.

21 Q. WAS SHE PRESENT AT ALL YOUR TRIBAL COUNCIL MEETINGS?

22 A. YEAH I BELIEVE SO, YES.

23 Q. SHE WAS?

24 A. YES.

25 Q. DID SHE GIVE YOU ADVICE ON THOSE RESOLUTIONS BEFORE
26 YOU SIGNED THEM?

27 A. NO.

28 Q. DID [SKWRO*ES] GIVE YOU ADVICE?

1 A. YES.

2 Q. ON THOSE RESOLUTIONS?

3 A. YES.

4 Q. DO YOU HAVE A SPECIFIC MEMORY OF SIGNING THIS ONE
5 AND I THINK I ASKED YOU THIS BEFORE AND YOU HAVE SAID YES?

6 A. RIGHT, UH-HUH.

7 Q. SO DO YOU KNOW WHAT THAT WAS ABOUT?

8 A. THAT WAS ABOUT THE DEVELOPING A POSITIONS, I
9 BELIEVE, COUNCIL POSITIONS AND --

10 Q. DID THAT EVER HAPPEN?

11 A. THERE WERE PROPOSALS, I REMEMBER THERE WERE
12 PROPOSALS FOR CERTAIN TITLES BUT THERE WERE NEVER -- THEY
13 WERE NEVER EXECUTED, YEAH. HISTORIAN FOR EXAMPLE AND --.

14 Q. HISTORIAN OF THE TRIBE?

15 A. RIGHT THERE WERE CERTAIN TITLES THAT WERE GOING TO
16 BE GIVEN TO VARIOUS PEOPLE.

17 Q. BUT THE --?

18 A. BUT I REMEMBER ONE WAS HISTORIAN AND ONE WAS GOING
19 TO DEVELOP A FILM OR PRODUCTION AND THINGS LIKE THAT, TITLES
20 IN THAT MANNER.

21 Q. AND THOSE WERE GOING TO BE TRIBAL COUNCIL POSITIONS?

22 A. RIGHT, THAT'S WHAT I -- THAT WAS MY UNDERSTANDING
23 THAT THEY WERE GOING TO BE POSITIONS.

24 Q. BUT DID THEY EVER OCCUR?

25 A. NO.

26 Q. WHAT IS YOUR UNDERSTANDING OF WHAT THE SMDC
27 AGREEMENT WITH MR. STEIN IS ABOUT?

28 A. MY UNDERSTANDING INVOLVED -- I'M NOT SPECIFIC TO ALL

1 THE RESOLUTIONS, I MEAN I JUST DON'T REMEMBER EACH RESOLUTION
2 BUT WITH -- BUT THE GENERAL THESIS, THE GENERAL THEME OF THE
3 AGREEMENT WAS THAT WE WERE GOING TO GET FEDERAL RECOGNITION
4 TOWARDS THE OBJECTIVE OF A CASINO.

5 Q. OKAY. AND DO YOU RECALL EVER REVIEWING THAT
6 AGREEMENT WITH A LAWYER?

7 A. YES.

8 Q. OKAY. WITH WHO?

9 A. JONATHAN STEIN, ATTORNEY JONATHAN STEIN.

10 Q. WITH ANYBODY ELSE BESIDES MR. STEIN?

11 A. THERE MAY HAVE BEEN THAT THE GENERAL COUNSEL RAE
12 LAMOTHE I BELIEVE SHE WAS PRESENT BUT I NEVER -- SHE NEVER --
13 I NEVER DISCUSSED ANYTHING IN DETAIL WITH HER ABOUT THE
14 AGREEMENT, NO.

15 Q. OKAY. SO AND YOU SAID THAT YOU WERE A MEMBER OF THE
16 SAN GABRIEL [BANNED BAND] OF MISSION INDIANS?

17 A. YES.

18 Q. IS THAT ALSO THE SAME AS THE MOTION IN LIMINE
19 FACTION?

20 A. THAT IS CORRECT, THAT IS CORRECT.

21 Q. WERE YOU EVER IN LITIGATION WITH THE MORALES
22 GROUP?

23 A. YES.

24 Q. CAN YOU TELL ME ABOUT THE HOW THAT STARTED AND LET'S
25 START WITH THE YEAR IT STARTED IF YOU REMEMBER?

26 A. WELL I HAD IT START SOON AFTER I JOINED SO MAYBE
27 2003, AROUND THERE, I'M NOT -- I'D HAVE TO LOOK AT MY RECORDS
28 AT HOME.

1 Q. THAT'S FINE?

2 A. I'D HAVE TO LOOK AT MY RECORDS TO GIVE YOU A CORRECT
3 ANSWER BUT THE LITIGATION, THE PROPOSITION TO TAKE MR.
4 MORALES AND HIS COUNCIL TO COURT WAS DONE IN THE OFFICES
5 OF -- ATTORNEY JONATHAN STEIN.

6 Q. SO DID HE GIVE YOU ADVICE ABOUT SUING THE MORALES
7 GROUP?

8 A. THAT'S CORRECT, HE DID.

9 Q. AND WHAT WAS THE REASON FOR SUING THEM?

10 A. THE REASON WAS IS THAT I WAS -- I WAS -- I WAS
11 REJECTED -- I WAS KICKED OUT OF THE TRIBE BECAUSE I WENT --
12 BECAUSE I WAS RECRUITED AND JOINED THE GROUP WHERE [TO*RPB]
13 WAS THE CEO.

14 Q. SO YOU JOINED IT -- CAN WE CALL IT THE TRIBE, THE
15 GABRIELINO-TONGVA TRIBE WHERE YOU WERE TRIBAL COUNCIL BECAUSE
16 YOU WERE A TRIBAL COUNCIL PERSON RIGHT?

17 A. YES WITH THE --

18 Q. BECAUSE THERE'S GOING TO BE CONFUSION ABOUT NAMES,
19 IF YOU CALL IT THE TRIBE ARE YOU GOING TO UNDERSTAND WHAT I
20 MEAN? IT'S THE SAM DUNLAP, VIRGINIA CARMELO, MR. JONATHAN
21 STEIN --?

22 A. YEAH IF YOU SAY THAT THEN I'LL KNOW WHAT YOU'RE
23 TALKING ABOUT, THEN I IF YOU SAY [BANNED | BAND] OF MISSION
24 INDIANS I'LL KNOW WHAT YOU'RE TALKING ABOUT.

25 Q. SO THE BAND OF MISSION I UNDERSTAND I CAN'T
26 UNDERSTAND?

27 A. YEAH SAY THAT.

28 Q. YOU REFERRED TO THAT'S AT MORALES GROUP?

1 A. YES.

2 Q. SO CAN I CALL IT THE MORGUE MORALES?

3 A. YES.

4 Q. AND I'LL CALL THE TRIBE THAT'S THE REASON WE'RE
5 HERE?

6 A. YES.

7 Q. SO I'LL CALL IT THE TRIBE AND THE MORALES GROUP?

8 A. AGREED.

9 Q. SO MR. STEIN GAVE YOU ADVICE?

10 A. YES HE DID.

11 Q. AND SO DID YOU FOLLOW HIS ADVICE?

12 A. YES, WE DID.

13 Q. SO DID YOU SUE MR. MORALES MORALES?

14 A. NO.

15 Q. DID YOU SUE MINUTE ELSE BESIDES MR. MORALES?

16 A. NO IT WAS JUST THE MORALES ET AL, THE GROUP.

17 Q. OH IT WAS THE GROUP?

18 A. YES.

19 Q. SO PERHAPS HIS TRIBAL COUNCIL?

20 A. RIGHT HIS TRIBAL COUNCIL.

21 Q. SO DID YOU EVER GO TO COURT FOR THE MORALES ACTION?

22 A. THE CASE WENT TO COURT BUT I DID -- I WAS NOT
23 PRESENT, I WAS NOT CALLED TO GO TO COURT.

24 Q. SO YOU WEREN'T CALLED AS YOU ARE TODAY TO TESTIFY IN
25 COURT?

26 A. THAT'S RIGHT.

27 Q. DID YOU FILE -- DID YOU SIGN ANY DOCUMENTS THAT WERE
28 FILED IN COURT AS FAR AS YOU KNOW?

1 A. YES I DID, RIGHT.

2 Q. WHO GAVE YOU THOSE DOCUMENTS TO SIGN?

3 A. ATTORNEY JONATHAN STEIN.

4 Q. SEW GAVE YOU DOCUMENTS, YOU SIGNED THEM AND THEY
5 WERE FILED IN COURT?

6 A. [TPHAERBG].

7 Q. SO YOU NEVER WENT TO COURT, YOU DID FILE DOCUMENTS.
8 WHAT WAS -- DID YOU EVER HAVE ANY OTHER PROCEEDINGS THAT YOU
9 NEEDED TO GO TO FOR THE MORALES LITIGATION?

10 A. YES THERE WAS WAY DISCUSSION OF A SETTLEMENT AND
11 THAT SETTLEMENT I BELIEVE WAS SCHEDULED BEFORE AN ARBITRATOR
12 OR --.

13 Q. AN ARBITRATOR?

14 A. ARBITRATOR.

15 Q. SO WAS IT AN ARBITRATION?

16 A. ARBITRATION, CORRECT.

17 Q. WAS IT AN ARBITRATION?

18 A. YES.

19 Q. OR WAS IT A MEDIATION OR ARBITRATION?

20 A. OH I'M SORRY, MEDIATION I GUESS THAT'S WHAT IT'S
21 CALLED, INSTEAD OF A COURT, IT'S OUTSIDE OF A COURT AND NOT
22 IN FRONT OF A -- IN FRONT OF A JUDGE BUT IT WAS IN FRONT OF A
23 MEDIATOR I BELIEVE.

24 Q. SO YOU WENT TO A MEDIATION?

25 A. YES.

26 Q. AND WHO WAS PRESENT AT THE MEDIATION?

27 A. MYSELF, SAM DUNLAP, VIRGINIA CARMELO.

28 Q. CAN I INTERRUPT YOU?

1 A. YEAH.

2 Q. AND ASK IF THEY WERE ALSO PART OF THE LAWSUIT?

3 A. YES, YES.

4 Q. ANYBODY ELSE THAT WAS PART OF THE LAWSUIT ON YOUR
5 SIDE? THAT'S IT?

6 A. THAT WAS IT, YEAH.

7 Q. OKAY. ?

8 A. AND THE OTHERS PRESENT WERE OF COURSE MORALES,
9 ANTHONY MORALES, HIS WIFE AND JONATHAN STEIN.

10 Q. SO WAS JONATHAN STEIN REPRESENTING YOU?

11 A. YES HE WAS.

12 Q. WAS MS. RAE LAMOTHE THERE?

13 A. YOU KNOW, I DON'T REMEMBER HER BEING THERE. I DON'T
14 REMEMBER HER BEING THERE AT ALL. I --.

15 Q. DID MR. MORALES HAVE A LAWYER PRESENT?

16 A. YES I I THINK HE DID, I THINK IT WAS A MR. SHAW -- I
17 THEN [-R] [SWARTS] I'M SORRY.

18 Q. DO YOU REMEMBER THAT HE WAS THERE, WAS IT ANOTHER
19 LAWYER?

20 A. YEAH I THINK HE WAS THERE.

21 Q. OKAY. AND WHAT HAPPENED AT THE MEDIATION?

22 A. WELL WE BOTH DISCUSSED -- EACH SIDE HAD A CHANCE TO
23 GO OVER THE ISSUES AND THEN WE BROKE INFORMALLY OUTSIDE, MR.
24 STEIN TOOK US AND DISCUSSED WHAT WE SHOULD DO NEXT AND THEN
25 WE RECONVENED WITH THE MEDIATOR.

26 Q. WHEN YOU RECONVENED WAS MR. MORALES THERE?

27 A. YES.

28 Q. WAS THERE ANY DIRECT COMMUNICATIONS BETWEEN YOU GUYS

1 AND MR. MORALES?

2 A. NO.

3 Q. WAS THERE ANY COMMUNICATION FROM ANYBODY ON YOUR
4 SIDE TO MR. MORALES?

5 A. YES THERE WAS COMMUNICATION BY MR. STEIN.

6 Q. SO MR. MORALES OR TO HIS LAWYER?

7 A. TO MR. MORALES.

8 Q. WHAT WAS THAT COMMUNICATION?

9 A. HE SAID THAT IF IT DIDN'T SETTLE, HE WAS GOING TO GO
10 AFTER MORALES' HOUSE, HIS PROPERTY.

11 Q. THAT HE WAS GOING TO GET MR. MORALES' HOUSE?

12 A. HE WAS GOING TO GO AFTER MR. MORALES' HOUSE.

13 Q. AND DID THAT LEAD TO SETTLEMENT?

14 A. WELL I GUESS -- IT WAS -- IT WAS -- I DON'T KNOW IF
15 WE SETTLED. I DON'T -- WE DIDN'T SETTLE ON ANYTHING.

16 Q. YOU DIDN'T SETTLE?

17 A. WE DIDN'T SETTLE, WE JUST COMPLETED THE MEDIATION
18 MEETING AND THEN THERE WERE OTHER -- SO WE DIDN'T SETTLE SO
19 IT WENT BACK TO COURT, THAT'S WHAT HAPPENED.

20 Q. THAT'S WHAT HAPPENED?

21 A. RIGHT.

22 Q. WHAT ENDED UP HAPPENING WITH THE LITIGATION, WHAT
23 WAS THE RESOLUTION?

24 A. I LOST.

25 Q. SO YOU LOST, DID MR. SAM DUNLAP ALSO LOSE?

26 A. HE LOST AND VIRGINIA LOST.

27 Q. SO YOU LOST AND DID YOU END UP OWING MR. MORALES
28 MONEY?

1 A. THAT'S CORRECT, YES, I DID.

2 Q. SO THERE WAS A JUDGMENT AGAINST YOU IS THAT YOUR
3 UNDERSTANDING?

4 A. YES.

5 Q. AND WAS THERE A SETTLEMENT ON THAT OR DID YOU END UP
6 PAYING HIM, WHAT HAPPENED WITH THAT?

7 A. THERE WAS -- IT WAS EVENTUALLY PAID BUT NOT FROM MY
8 FUNDS NOT FROM [STKPHR-RB] BUT EVENTUALLY THEY GOT PAID?

9 A. I MEAN THE SETTLEMENT WAS PAID -- I MEAN THE
10 JUDGMENT WAS PAID.

11 Q. BUT YOU DON'T KNOW -- DO YOU KNOW WHO PAID IT?

12 A. I BELIEVE IT CAME OUT OF THE INVESTMENT
13 [TPH*UPBDZ].

14 Q. OH THE OUT OF THE LIBRA IF YOU UNDERSTAND?

15 A. YEAH THE LIBRA FUNDS.

16 Q. SO THAT MEANS LIBRA INVESTORS AGREED TO THE PAYMENT
17 OF IT?

18 A. I DON'T KNOW IF THEY AGREED.

19 Q. IF YOU DON'T KNOW THAT'S FINE.

20 THE COURT: COUNSEL LET HIM ANSWER?

21 A. I ASSUME THAT THEY DID, ACCORDING TO STEIN'S
22 CORRESPONDENCE WITH ME AND TALKS AT THE MEETINGS THAT IT WAS
23 GOING TO GET PAID BY THE LIBRA FUNDS.

24 Q. BY MS. IBARRA: SO THEN IT WASN'T -- IT WASN'T AN
25 ISSUE FOR TO YOU WORRY ABOUT AFTER THAT?

26 A. NO.

27 Q. WHAT DO YOU RECALL ABOUT THE TIME WHEN YOU HAD A
28 DISPUTE WITH -- WHEN THE TRIBAL COUNCIL HAD A DISPUTE WITH

1 MR. STEIN?

2 A. YES.

3 Q. WHAT DO YOU RECALL ABOUT THAT? DO YOU KNOW WHAT
4 THAT DISPUTE WAS ABOUT?

5 A. THE DISPUTE WAS OVER SEVERAL THINGS THAT WE WERE
6 JUST DISAPPOINTED IN. ONE WAS NOT GETTING REPORTS FROM
7 CONSULTANTS, A MAJOR ADDITION, NOT GETTING ANY REPORTS FROM
8 SO-CALLED LOBBYISTS. I THINK THAT WAS A BIG PART OF IT FOR
9 ME WAS I WANTED TO KNOW WHAT WAS GOING ON WITH THE LOBBYING
10 EFFORTS AND SOME OTHER ISSUES TOO THAT WERE VERY IMPORTANT TO
11 OTHER MEMBERS AND MR. STEIN'S ATTITUDE IN HANDLING MEETINGS
12 WAS A BIG ISSUE WAS HIS VOLATILITY, HIS CONCERN FOR NOT
13 WANTING TO TAPE OR RECORD OUR MEETINGS AS PART OF OUR
14 MINUTES, IN FACT HE BECAME VERY AGITATED WHEN THERE WAS A
15 RECORDER THERE, HE GOT THE RECORDER AND THREW IT OUT OF THE
16 DOOR AND ALMOST HIT ONE OF THE JANITORIAL WORKERS OUTSIDE.
17 THAT'S WHAT I REMEMBER RIGHT NOW, YEAH.

18 Q. DID YOU EVER SUBMIT YOUR TRIBAL COUNCIL -- YOUR
19 CONFIDENTIAL TRIBAL RECORDS TO THE LAW OFFICES OF JONATHAN
20 STEIN?

21 A. YES I SUBMITTED THEM TO HIM AS PART OF MY -- MY
22 ELIGIBILITY OR MY PROOF OF GENEALOGY AND TIES TO THE
23 GABRIELINO TRIBE.

24 Q. SO TRIBAL MEMBERS SUBMITTED THAT?

25 A. YEAH WE HAD TO PROVIDE -- I BELIEVE THE INVESTORS
26 WANTED TO KNOW THAT [TPWHERP] FACT MEMBERS OR DESCENDENTS OF
27 SAN GABRIEL MISSION INDIANS.

28 Q. SO AFTER THERE WAS A SEPARATION OF THE PROFESSIONAL

1 RELATIONSHIP BETWEEN MR. STEIN AND BETWEEN THE TRIBE, DID YOU
2 REQUEST THAT THOSE RECORDS BE GIVEN BACK TO YOU?

3 A. YES, I DID. CAN I GET BACK TO YOUR OTHER QUESTION,
4 I JUST REMEMBERED SOMETHING.

5 Q. WHICH QUESTION?

6 A. THE QUESTION THAT YOU HAD JUST PRIOR TO THAT, WHAT
7 WERE THE ISSUES ABOUT.

8 Q. OH YES, YES YOU MAY?

9 A. YEAH THERE WAS AN ISSUE ABOUT SIGNING -- SIGNING
10 CHECKS OF THE INVESTMENT FUNDS, ATTORNEY STEIN WANTED TO BE
11 THE SOLE SIGNATORY FOR THOSE CHECKS, WE OBJECTED.

12 Q. UH-HUH. SO --?

13 A. WE OBJECTED FOR HIM TO BE THE SOLE SIGNATORY THAT WE
14 WANTED TO HAVE TWO SIGNATURES AND IS WAS GOING TO BE FROM A
15 TRIBAL COUNCIL FOR X AMOUNT OF DOLLARS AND THEN HE COULD ONLY
16 SIGN OTHER CHECKS BUT NOT LARGE AMOUNTS OF CHECKS, HE
17 OBJECTED TO THAT SAYING HE WANTED TO BE THE ONLY ONE TO SIGN
18 THE LARGE AMOUNTS OF CHECKS.

19 Q. SO WHO WAS YOUR TRIBAL COUNCIL AT THAT TIME?

20 A. MEMBERS OF THE TRIBE.

21 Q. OH NO I'M SORRY, BECAUSE YOU SAID THERE WAS TWO
22 [S*EUGT] TREES?

23 A. RIGHT.

24 Q. ONE OF THEM WAS YOUR TRIBAL COUNCIL?

25 A. AND THE OTHER WAS OUR ATTORNEY, GENERAL ATTORNEY,
26 GENERAL COUNSEL.

27 Q. YEAH THAT'S WHO I'M ASKING ABOUT, THAT ATTORNEY?

28 A. RIGHT ON, THAT ATTORNEY.

1 Q. DO YOU REMEMBER HER NAME OR HIS NAME?

2 A. I BELIEVE IT WAS LIZ ARONSON.

3 Q. OKAY.

4 A. OKAY.

5 Q. SO DID MS. LIZ ARONSON PROVIDE YOU WITH LEGAL VICE
6 WHILE SHE WAS EMPLOYED BY THE TRIBE?

7 A. I BELIEVE SHE DID, WE HAD A COURT CASE IN SAN DIEGO.
8 WE HAD A COURT CASE IN SAN DIEGO BUT THAT WAS AFTER I HAD
9 LEFT THE -- THAT'S AFTER JONATHAN STEIN HAD LEFT.

10 Q. OH THAT'S AFTER?

11 A. AFTER, RIGHT.

12 Q. SO I'M TALKING ABOUT DURING THAT PERIOD?

13 A. SO SHE DID HELP ME WITH A CASE IN SAN DIEGO BUT
14 NOTHING DO WITH THIS PARTICULAR ISSUE HERE.

15 Q. SO DURING THE TIME THAT MS. LIZ ARONSON AND MR.
16 STEIN WERE BOTH -- BOTH HAD A PROFESSIONAL AFFILIATION WITH
17 THE TRIBE, DID YOU GET ADVICE FROM MS. LIZ ARONSON AS WELL AS
18 MR. STEIN?

19 A. [KWRORB] -- TO ME SHE WAS LIKE A SECOND HAND OR --
20 SHE WASN'T REALLY A LEAD -- I DIDN'T SEE HER AS AN ATTORNEY
21 FOR ME, I SAW HER AS JUST A SECOND HAND OR A SECONDARY PERSON
22 TO MAKE SURE THAT WE -- WE HAD GENERAL COUNSEL ON OUR -- YOU
23 KNOW FOR US, THAT WAS IT, THAT WAS MY PERCEPTION OF HER
24 AND -- GO AHEAD.

25 Q. I KNOW SORRY I DIDN'T WANT TO CUT YOU OFF?

26 A. NO THAT'S ABOUT IT.

27 Q. SO YOU SAID SECOND TREE, SECONDARY TO WHOM?

28 A. I WANT TO SAY SHE WAS SECONDARY TO ATTORNEY JONATHAN

1 STEIN.

2 Q. SO AFTER MR. -- MR. STEIN'S AFFILIATION WITH THE
3 TRIBE ENDS, DID HE SUE YOU?

4 A. YES HE DID.

5 Q. HE SUE YOU PERSONALLY OR --?

6 A. HE SUED ME PERSONALLY.

7 Q. AND HOW LONG DID THAT LITIGATION LAST?

8 A. BOY I BELIEVE IT WAS A YEAR OR MORE THAN A YEAR?

9 A. QUITE A FEW MONTHS, SEVERAL MONTHS.

10 Q. THAT'S ALL I HAVE FOR NOW?

11 A. OH THANK YOU.

12 THE COURT: THANK YOU CROSS-EXAMINATION.

13 MR. STEIN: YOUR HONOR.

14 THE COURT: YES.

15 MR. STEIN: YOUR HONOR, WE CAN GO AND CALL THE
16 WITNESS BACK AND WE WANT TO GO OUTSIDE THE SCOPE AND WE HAVE
17 A VERY LONG EXAMINATION OF THIS WITNESS AND HE'S SIGNED MOST
18 VERSIONS OF THE SMDC AGREEMENT, SO WON'T FIT WITHIN THE TIME.

19 THE COURT: YOU MEAN 20 MINUTES.

20 MR. STEIN: I DON'T THINK THAT'S GOING TO WORK
21 EITHER YOUR HONOR.

22 THE COURT: TRY 30 AND IF YOU'RE MAKING SOME HEADWAY
23 YOU'LL GET MORE TIME.

24 MR. STEIN: SURE.

25 Q. BY MR. STEIN: MR. PEREZ THANK YOU VERY MUCH FOR
26 COMING. CAN I REFER YOU TO EXHIBIT 7 53. HAVE YOU SEEN
27 EXHIBIT 75 THREE BEFORE?

28 A. JUST LIKE ALL THE OTHER RESOLUTIONS.

1 Q. SO YOU HAVE SEEP IT BEFORE?

2 A. IF MY SIGNATURE IS THERE I DID SEE IT.

3 Q. OKAY. WELL WE DON'T HAVE YOUR SIGNATURE ON THIS
4 ONE?

5 A. SO I DIDN'T SEE IT THERE THEN.

6 Q. OKAY. SO DID YOU EVER HAVE A WAIVER OF APPROVING
7 FOR CONFLICT OF INTEREST FOR TRIBAL GENERAL COUNSEL RAE
8 LAMOTHE?

9 A. I DON'T RECALL.

10 Q. OKAY. CAN I SHOW YOU EXHIBIT 54 THREE THEN, MINUTES
11 OF MARCH 24TH, 2002 TRIBAL COUNCIL MEETING, HAVE YOU SEEN
12 THAT BEFORE?

13 A. IF I WAS PRESENT AT THE MEETING. SOMEONE TOOK
14 MINUTES.

15 Q. EDGAR PEREZ RIGHT THERE?

16 A. YEA.

17 Q. OKAY. CAN I SHOW THE JURY EXHIBIT 75 FOUR YOUR
18 HONOR.

19 THE COURT: THE MINUTES.

20 MR. STEIN: YES.

21 THE COURT: OKAY YOU MAY.

22 Q. BY MR. STEIN: NOW, WAS THAT -- LET ME REFER YOU TO
23 THE HEADING, I COULDN'T ON THE GABRIELINO-TONGVA TRIBE
24 GABRIELINO-TONGVA TRIBAL COUNCIL IN 2002?

25 A. YES.

26 Q. AND THAT'S YOUR NAME THERE RIGHT UNDER SHIRLEY
27 MACHADO, EVIDENCE PERCENT?

28 A. YES.

1 Q. AND IT SAYS PRESENT IN PERSON, EDGAR PEREZ THERE; IS
2 THAT CORRECT?

3 A. YES.

4 Q. OKAY. AND THIS SAYS THAT A LAWSUIT AGAINST ANTHONY
5 MORALES WAS DISCUSSED?

6 A. UH-HUH.

7 Q. AND THEN IT SAYS THE PURPOSE OF THE LAWSUIT IS THE
8 TO CHALLENGE THE TERMINATION OF INDIVIDUAL MEMBERSHIPS,
9 THAT'S THE TERMINATION OF YOUR INDIVIDUAL MEMBERSHIP WITH THE
10 MORALES GROUP IS THAT CORRECT?

11 A. YES.

12 Q. AND THAT'S SOMETHING THAT YOU GUYS WANTED TO DO
13 RIGHT AS INDIVIDUALS, NOT AS TRIBAL COUNCIL MEN OF GT TRIBE?

14 A. NO WE WANTED TO DO THAT AS --.

15 THE COURT: IS THAT A NOTE UP THERE? CAN YOU TAKE
16 THAT DOWN.

17 MR. STEIN: THAT'S NOT MY NOTE YOUR HONOR BUT WE CAN
18 REDACT IT IF YOU'D LIKE IF YOU'D LIKE YOUR HONOR THAT'S
19 MS. [EUBZ] NOTE.

20 MS. IBARRA: IT'S NOT MY NOTE.

21 THE COURT: SHOW THE DOCUMENTS WITHOUT NOTES,
22 COUNSEL CAN YOU TAKE IT DOWN.

23 MR. STEIN: IT'S GETTING REDACTED YOUR HONOR.

24 THE COURT: NOT NOW, TAKE IT DOWN.

25 MR. STEIN: OKAY VERY GOOD, IT'S BEEN RE [TKAFBGT]-D
26 YOUR HONOR.

27 Q. BY MR. STEIN: DO YOU RECOGNIZE THE SIGNED AND
28 AUTHORIZED BY HONORABLE SAM DUNLAP.

1 THE COURT: WHAT ARE WE LOOKING AT NOW?

2 A. WHAT PAGE.

3 MS. IBARRA: YEAH.

4 MR. STEIN: PAGE 7.

5 A. SAME RESOLUTION?

6 Q. UH-HUH.

7 A. .

8 Q. BY MR. STEIN: IS THAT [SA*PLZ] SIGNATURE.

9 THE COURT: WHAT PAYMENT ARE WE ON BEFORE WE ASK ANY
10 QUESTIONS.

11 MR. STEIN: PAGE 7.

12 THE COURT: PAGE 7, WHAT IS THE NUMBER DOWN AT THE
13 BOTTOM.

14 MR. STEIN: THANK YOU YOUR HONOR THERE IS NO NUMBER
15 DOWN AT THE BOTTOM.

16 A. 18 47 IS WHAT I HAVE BEFORE ME.

17 THE COURT: 18 47?

18 A. THAT IS CORRECT.

19 THE COURT: OKAY THAT'S A DIFFERENT MEETING. SO
20 LET'S TAKE IT DOWN AND LET'S -- YOU'RE GOING TO NEED TO
21 ESTABLISH SOME INDEPENDENT FOUNDATION.

22 MR. STEIN: YES YOUR HONOR BE HAPPY TO DO THAT.

23 THE COURT: FOR A NEW MEETING. IT'S NOT THE SAME
24 DOCUMENT.

25 Q. BY MR. STEIN: DO YOU RECALL A RESOLUTION 39 WHERE
26 THE TRIBAL COUNCIL GAVE A CONFLICT WAIVER FOR RAE LAMOTHE TO
27 BE YOUR ATTORNEY PERSONALLY?

28 A. DON'T RECALL.

1 Q. SO YOU DON'T RECALL THAT RAE LAMOTHE WAS YOUR
2 ATTORNEY OF RECORD IN THE MORALES GROUP?

3 A. SHE WAS PRESENT AT OUR GENERAL MEETING BUT SHE
4 DIDN'T -- LIKE I'M SAYING --.

5 Q. YOU DON'T RECALL THAT RAE LAMOTHE WAS YOUR ATTORNEY
6 OF RECORD NOT JONATHAN STEIN? IT LOOKS LIKE YOU KIND OF DO I
7 SEE YOUR JAWS FLEXING.

8 THE COURT: COUNSEL, COUNSEL REFRAIN FROM COMMENTS
9 OKAY? JUST ASK QUESTIONS, NO COMMENT.

10 MR. STEIN: JONATHAN -- ATTORNEY JONATHAN STEIN IS
11 THE ONE THAT PROVIDED ADVICE AND LEADERSHIP IN THE LITIGATION
12 AGAINST ANTHONY MORALES.

13 MR. STEIN: STRIKE AS NONSUIT YOUR HONOR.

14 THE COURT: MOTION DENIED.

15 Q. BY MR. STEIN: MAY I ASK YOU AGAIN WHO WAS YOUR
16 ATTORNEY OF RECORD IN THE MORALES LITIGATION, WAS IT RAE
17 LAMOTHE?

18 A. I THINK SO, IF YOU SAY ATTORNEY OF RECORD.

19 Q. SO RAE LAMOTHE WAS YOUR ATTORNEY OF RECORD IN THE
20 LITIGATION, BUT YOU SAT HERE AND TOLD THESE GOOD PEOPLE OF
21 THE JURY THAT JONATHAN STEIN WAS YOUR ATTORNEY IN THAT
22 LITIGATION, HOW DO YOU ACCOUNT FOR THAT DIFFERENCE?

23 A. WELL THE VERY LITTLE THAT I KNOW ABOUT LAW, I DO
24 KNOW THAT ATTORNEY OF RECORD IS THE PERSON THAT I HIGHER TO
25 REPRESENT ME SO --

26 Q. AND THAT WAS RAE LAMOTHE WASN'T IT?

27 A. I DIDN'T HIGHER RAE LAMOTHE.

28 Q. BUT SHE WAS YOUR ATTORNEY OF RECORD?

1 A. IF THAT'S WHAT YOU SAY.

2 Q. WHY DID YOU SAY THEN TO THIS [SKWRO*] GOOD JURY THAT
3 JONATHAN STEIN WAS YOUR ATTORNEY OF RECORD IN THE MORALES
4 LITIGATION?

5 A. I DIDN'T SAY YOU WERE THE ATTORNEY OF RECORD I SAID
6 YOU PROVIDED ADVICE.

7 Q. I GET OF THE DIFFERENCE NOW YOU PROVIDED ADVICE?

8 A. YET LEGAL ADVICE.

9 Q. LEGAL ADVICE?

10 A. THAT IS CORRECT SIR.

11 Q. AND DIDN'T MR. STEIN LEAVE THAT LITIGATION AFTER
12 LESS THAN A YEAR AND PROVIDED NO LEGAL ADVICE TO ANYBODY
13 BECAUSE HE LEFT THE LITIGATION AFTER LESS THAN A YEAR?

14 A. I DON'T REMEMBER.

15 Q. OH, YOU DON'T REMEMBER?

16 A. I DON'T RECALL.

17 Q. AND DO YOU RECALL THE COMPLAINT IN THIS LITIGATION,
18 DID YOU EVER READ IT?

19 A. YEAH I READ IT.

20 Q. UH-HUH. AND DID YOU READ THE DEMURRER?

21 A. I PROBABLY DID.

22 Q. AND DO YOU REMEMBER THAT MR. STEIN ACTUALLY NEVER
23 EVEN SIGNED THE COURT DOCUMENTS IT WAS RAE LAMOTHE THAT
24 SIGNED FOR HIM. WHAT NUMBER IS THIS NIALL.

25 MR. FORDYCE: IT'S 19, IT'S PLAINTIFFS 19.

26 MR. STEIN: I'D LIKE TO SHOW YOU EXHIBIT 19, THIS IS
27 NOT ONE OF OUR EXHIBITS, THIS IS FOR PLAINTIFFS GT TRIBE, IT
28 SAYS HERE LAW OFFICES OF JONATHAN STEIN ATTORNEY FOR

1 PLAINTIFF SAM DUNLAP, IS THAT YOUR RECOLLECTION THAT HE WAS
2 ATTORNEY FOR PLAINTIFF SAM DUNLAP?

3 A. YEAH I THINK -- I REMEMBER SAM SAYING THAT YOU WERE.

4 Q. AND RAE LAMOTHE IS THAT A DIFFERENT ADDRESS, WHAT
5 ADDRESS IS RAE LAMOTHE AT?

6 A. 2530 WILSHIRE [PHR-FD] SECOND FLOOR.

7 Q. AND DIDN'T SHE NEED A CONFLICT WAIVER FROM GT TRIBE
8 TO REPRESENT YOU INDIVIDUALLY?

9 A. SHE PROBABLY DID.

10 Q. OH YEAH SURE. THAT WOULD BE RESOLUTION 39 THAT YOU
11 SAID YOU'VE NEVER SEEN BEFORE WOULDN'T IT?

12 A. AS I MENTIONED COUNSELOR YOU PROVIDED SEVERAL
13 RESOLUTIONS. I DON'T -- I'D HAVE TO -- I'D HAVE TO GO OVER
14 THIS THING ONE BY ONE.

15 Q. WHY DON'T WE JUST CHECK IF THAT REFRESHES YOUR
16 RECOLLECTION ABOUT EXHIBIT 75 THREE ENTITLED RESOLUTION
17 [#39D] APPROVAL OF WAIVER OF CONFLICT OF INTEREST FOR TRIBAL
18 GENERAL COUNSEL TO REPRESENT INDIVIDUAL TRIBAL MEMBERS, DOES
19 THAT REFRESH YOUR RECOLLECTION AS TO WHETHER THERE WAS A
20 CONFLICT WAIVER SO THAT RAE LAMOTHE THE TRIBAL GENERAL
21 COUNSEL CAN REPRESENT YOU INDIVIDUALLY?

22 A. NO, IT DOESN'T REFRESH ANYTHING.

23 Q. DOESN'T RING ANY BELLS?

24 A. NO.

25 Q. AND THE LAST PAGE OF PLAINTIFFS 19 THAT YOU SAID
26 YOU'RE FAMILIAR WITH, IS THAT JONATHAN STEIN'S SIGNATURE OR
27 THAT RE: LAMPS SIGNATURE FOR JONATHAN STEIN.

28 THE COURT: WHAT DOCUMENT ARE YOU REFERRING TO.

1 MR. STEIN: PLAINTIFFS.

2 THE COURT: YOU'RE SHOWING HIM THE SIGNATURE PAGE.

3 MR. STEIN: PLAINTIFFS 19 OF WHICH HE IDENTIFIED.

4 MS. IBARRA: WHAT PAGE.

5 MR. STEIN: LAST PAGE, PAGE 19, LAST PAGE.

6 MS. IBARRA: 29.

7 Q. BY MR. STEIN: IS THAT JONATHAN STEIN'S SIGNATURE AS
8 YOU REMEMBER IT [SOR] THAT A WOMAN'S SIGNATURE.

9 MS. IBARRA: OBJECTION?

10 A. I DON'T RECALL YOUR SIGNATURE OR RE: LAMPS
11 SIGNATURE, IF THAT'S THEIR SIGNATURE THEN THAT'S THEIR
12 SIGNATURE.

13 Q. THAT MR. STEIN'S SIGNATURE OR IS THAT RAE LAMOTHE
14 SIGNING FOR JONATHAN STEIN BECAUSE HE ACTUALLY WAS HARDLY
15 INVOLVED IN THIS AT ALL.

16 MS. IBARRA: ASKED AND ANSWERED, OBJECTION.

17 THE COURT: NO, I DON'T KNOW. OVERRULED.

18 Q. BY MR. STEIN: NOW 75 THREE YOU DO REMEMBER.

19 THE COURT: WAIT A MINUTE IT'S OVERRULED SO LET HIM
20 ANSWER.

21 MR. STEIN: PLEASE.

22 Q. IS THAT JONATHAN STEIN'S SIGNATURE OR IS THAT A
23 WOMAN'S SIGNATURE, THE SAME AS RE: LAMPS FOR JONATHAN STEIN.

24 THE COURT: WAIT, CAN I SEE?

25 A. WHAT --.

26 THE COURT: LET ME SEE THE DOCUMENT HOLD ON?

27 A. I DON'T KNOW WHAT HIS ASKING, I'M NOT PRIVILEGE EYE
28 TO YOUR SIGNATURE OR HER SIGNATURE.

1 THE COURT: WHY DON'T YOU READ THE TWO SIGNATURES ON
2 THE PAGE?

3 A. OKAY THERE'S THE SIGNATURE, ONE ON THE TOP THAT SAYS
4 JONATHAN STEIN LOOKS DIFFERENT FROM THE SIGNATURE AT THE
5 BOTTOM THAT SAYS RAE LAMOTHE. SO THEY LOOK DIFFERENT.

6 MR. STEIN: VERY GOOD.

7 Q. LET'S GO TO EXHIBIT 569, RESOLUTION 17, YOUR HONOR
8 MAY I PUT THAT UP.

9 THE COURT: NO NOT YET, LET ME -- WHAT'S THE NUMBER.

10 THE COURT: 569 WHICH WAS THE SMDC AGREEMENT.

11 THE COURT: WELL IF IT'S [TPRAOEF] PREVIOUSLY BEEN
12 DISPLAYED GO AHEAD AND DISPLAY IT.

13 MR. STEIN: VERY GOOD.

14 Q. SO THAT'S YOUR SIGNATURE DOWN HERE MR. PEREZ?

15 A. YES.

16 Q. SO WE'RE GOING TO JUST SLIDE UP AND SEE WHAT YOU'RE
17 SIGNING IN RESOLUTION 17. IS THIS A RESOLUTION THAT A-
18 DOCUMENTS AND RAT [TPAOEUTZ] THE FIRST 10 RESOLUTIONS OF THE
19 PRIOR TRIBAL COUNCIL?

20 A. I DON'T REMEMBER.

21 Q. COULD YOU READ BE IT RESOLVED FURTHER, THAT ALL
22 ACTIONS OF THE TRIBAL COUNCIL HERETOFORE, INCLUDING ALL
23 ECONOMIC DEVELOPMENT RESOLUTIONS, ARE RATIFIED AND ADOPTED AS
24 ACTIONS OF THE TRIBE AND OF THIS TRIBAL COUNCIL?

25 A. THAT'S WHAT IT SAYS.

26 Q. AND YOU AGREED TO THAT BY SIGNING THIS RESOLUTION?

27 A. I BELIEVE SO.

28 Q. OKAY. AND WOULD THAT RATIFY RESOLUTION 10.

1 MS. IBARRA: OBJECTION LEGAL QUESTION.

2 THE COURT: OVERRULED. ARE YOU ASKING IF IT WAS
3 RATIFIED BY THE REST OF THE TRIBAL COUNCIL.

4 MR. STEIN: NO I'M ASKING IF IT RATIFIED THE PRIOR
5 ACTION OF THE TRIBAL COUNCIL INCLUDING RESOLUTION 10 WHICH
6 APPROVED THE DEVELOPMENT AGREEMENT.

7 THE COURT: OKAY. IS THAT WHAT IT DID?

8 A. EVERYTHING WAS SO CONFUSING WITH SO MANY RESOLUTIONS
9 YOU KNOW WE JUST -- THERE WAS NO CLARIFICATION FROM [HRA]
10 MOTH, ATTORNEY STEIN JUST PRESENTED ONE RESOLUTION AFTER
11 ANOTHER AND THIS IS WHAT WE'RE GOING TO DO AND THIS IS WHAT
12 WE HAVE TO DO SO I WENT AHEAD AND SAID LET'S --.

13 Q. WHEN YOU SAY ATTORNEY STEIN WASN'T IT SMDC THAT HAD
14 THE CONTRACT WITH GT TRIBE?

15 A. TO ME, S M -- WHAT DID YOU SAY S M .

16 Q. SMDC?

17 A. WHAT DOES THAT [TAEPT] [STHAO].

18 Q. ST. MONICA?

19 A. SAINT MONETARY DEVELOPMENT COMPANY AND JONATHAN
20 STEIN TO ME WERE ONE IN THE SAME, THEY WERE BUY FACIAL.

21 Q. BUY FACIAL AND YOU RECOGNIZED NO LEGAL DIFFERENCE
22 BETWEEN HAVE A LIMITED LIABILITY COMPANY AND A PERSON.

23 MS. IBARRA: OBJECTION CALLS FOR A LEGAL CONCLUSION.

24 THE COURT: SUSTAINED.

25 Q. BY MR. STEIN: YOU RECOGNIZE NO DIFFERENCE IN
26 YOUR -- AS A LAYMAN BETWEEN THOSE TWO THINGS?

27 A. AS A MEMBER OF THE COUNCIL YOU WERE TO ME ST. MONICA
28 DEVELOPMENT COMPANY.

1 Q. AND ALSO YOUR ATTORNEY RIGHT?

2 A. YEAH.

3 Q. RIGHT?

4 A. YOU WERE AN ATTORNEY.

5 Q. NO NO YOUR ATTORNEY OR AN ATTORNEY, WHICH ONE DO YOU
6 MEAN?

7 A. YOU WERE ALSO THE ATTORNEY FOR ME, AS FAR AS I'M
8 CONCERNED YOU WERE AN ATTORNEY FOR ME, OKAY.

9 Q. OKAY SO LET'S GET THIS STRAIGHT?

10 A. OKAY.

11 Q. BECAUSE THIS SOUNDS LIKE GOOD STUFF?

12 A. YES.

13 Q. SO SMDC HE [KWAEULZ] STEIN, THAT'S RIGHT ISN'T THAT,
14 RIGHT, IN YOUR MIND, BUY FACIAL, ONE IN THE SAME?

15 A. YEAH YOU WERE THE HEAD OF THAT SOLE -- YOU WERE THE
16 SOLE PERSON IN CHARGE OF THAT -- OF THAT --.

17 Q. AND THEN SMDC HAD A CONTRACT WITH GT TRIBE, RIGHT?

18 A. YES.

19 Q. AND STEIN WAS YOUR ATTORNEY PERSONALLY; IS THAT
20 CORRECT?

21 A. STEIN PROVIDED LEGAL ADVICE AND A CASE AGAINST
22 ANTHONY MORALES.

23 Q. OKAY. AND THEN STEIN WAS ALSO THE TRIBAL COUNCIL'S
24 ATTORNEY?

25 A. THAT'S MY PERCEPTION THAT STEIN ALSO PROVIDED LEGAL
26 ADVICE.

27 Q. SO WHAT YOU'RE SAYING IS SMDC EQUALS STEIN, SMDC HAD
28 A CONTRACT WITH GT TRIBE, STEIN WAS YOUR PERSONAL ATTORNEY,

1 STEIN WAS ALSO YOUR TRIBAL COUNSEL ATTORNEY AND RAE LAMOTHE
2 DIDN'T MATTER, RIGHT? STEIN OVERWHELMING RAE LAMOTHE?

3 A. I BELIEVE SO, THAT'S THE WAY I LOOK AT IT.

4 Q. AND SO RAE LAMOTHE DOESN'T MATTER, IS THAT A FAIR
5 POINT?

6 A. SHE WAS THE COUNSEL, SHE WAS THE GENERAL COUNSEL FOR
7 THE -- FOR US SO SHE DID MATTER.

8 Q. SHE DID MATTER, OH SHE WAS GENERAL COUNSEL FOR YOU,
9 WELL IF SHE WAS GENERAL COUNSEL FOR YOU, THEN HOW COME STEIN
10 WAS ALSO YOUR ATTORNEY?

11 A. [EUT] WAY I SAW IT IS THAT EUROPE 19 THAT -- YOU'RE
12 THE ONE THAT GUIDED RAE LAMOTHE, YOU'RE THE ONE THAT TOLD HER
13 WHAT TO DO, WHAT NOT TO DO, YOU'RE THE ONE THAT PUT ALL THESE
14 EXHIBITS -- ALL THESE RESOLUTIONS TOGETHER.

15 Q. YOU DON'T THINK THAT RAE LAMOTHE WROTE THOSE
16 RESOLUTIONS?

17 A. I NEVER SAW HER WRITE ANY RESOLUTION, I NEVER DID --
18 SHE NEVER SENT ANY CORRESPONDENCE TO MY HOME SAYING HEY LACK
19 AT THIS, CAN I MEET YOU FOR SOME COFFEE, LET'S GO OVER THIS,
20 NOT ONCE.

21 Q. DID YOU MEET STEIN FOR COFFEE AND GO OVER THIS OR
22 DID YOU SEE HIM ONLY ONCE A MONTH?

23 A. WE SAW HIM ONCE A MONTH.

24 Q. AH?

25 A. YEAH.

26 Q. YOU HAVE SAW HIM ONCE A MONTH?

27 A. YEAH.

28 Q. DID HE EVER SAY EDGAR I LIKE YOU SO MUCH LET'S GO

1 OUT AND HAVE SOME COFFEE TOGETHER?

2 A. I THINK IT WAS MORE THAN COFFEE. I BELIEVE WE HAD
3 DRINKS.

4 Q. OH WE HAD DRINKS, HOW MANY TIMES IN FIVE AND A HALF
5 YEARS MR. PEREZ?

6 A. TWO OR THREE, YOU KNOW I CAN'T COUNT.

7 Q. MAYBE ONLY ONCE?

8 A. I DIDN'T --.

9 Q. MAYBE ONLY ONCE MR. PEREZ?

10 A. I DIDN'T.

11 THE COURT: HE ANSWERED?

12 A. I DIDN'T RECORD IT, NO, I MEAN I DIDN'T BRING IT
13 DOWN IN A MEMBER [WAEUR] OR SOMETHING.

14 Q. SO OUT OF FIVE AND A HALF YEARS?

15 A. BUT IT WAS MORE THAN COFFEE NO.

16 Q. SO IT WAS [TKREUFRPBG SZ] BEHIND [STAOEUP LD] [ET]
17 COFFEE?

18 A. YEAH, YEAH YEAH.

19 Q. IN FIVE AND A HALF YEARS, YOU CAN RECALL HOW MANY
20 TIMES?

21 A. I CAN TELL YOU FOR SURE ONCE.

22 Q. FOR SURE ONCE?

23 A. FOR SURE.

24 Q. AND MR. STEIN WAS WRITING A RESOLUTION WHEN THAT
25 OCCURRED, RIGHT? THAT'S HOW YOU KNOW HE WROTE THE
26 RESOLUTIONS BECAUSE YOU BROUGHT A RESOLUTION TO HAVE DRINKS
27 WITH YOU AND WAS WRITING IT?

28 A. OH, NO. HE BROUGHT THESE TO THE MEETINGS.

1 Q. THEY WEREN'T BROUGHT BY RAE LAMOTHE, RIGHT, BY ANY
2 CHANCE, YOUR TRIBAL COUNCIL?

3 A. I DID NOT SEE RAE LAMOTHE NOR YOU WRITE THESE.
4 YOU'RE THE ONE THAT PRESENTED THEM TO ME.

5 Q. RESOLUTION 20, IS THAT YOUR SIGNATURE ON RESOLUTION
6 20?

7 A. YES.

8 Q. SO LET'S GO BACK AND SEE WHAT RESOLUTION 20 SAYS.
9 IT SAYS WHEREAS THE TRIBAL COUNCIL ADOPTED NUMBERS ONE
10 THROUGH 11, TO RECOGNIZE ITS ROLE, TO HIRE PROFESSIONALS AND
11 OFFICERS, IS THAT WHY YOU SIGNED IT BECAUSE YOU AGREED WITH
12 THAT STATEMENT H WHEREAS ECONOMIC RESOLUTION 10 WAS AN ACTION
13 OF THE TRIBAL COUNCIL DECLARES IT IMMEDIATELY EFFECTIVE AND
14 FIND BIOPSIED, , DID YOU AGREE WITH THAT?

15 A. IF MY SIGNATURE WAS THERE, YES.

16 Q. SO YOU'RE HERE AGREEING THAT RESOLUTION 10 BOUND GT
17 TRIBE TO THE SMDC AGREEMENT; IS THAT CORRECT?

18 A. I THINK SO, THERE WAS SO MANY -- THERE WAS SO
19 MANY -- THERE'S SO MUCH OF THAT LEGALESE THERE, WE JUST -- WE
20 WERE IN A HURRY TO GO HAVE DRINKS WITH YOU JONATHAN SO FOR ME
21 TO GO OVER THAT WORD BY WORD AND WHEREAS AND WHERE'S AS, YOU
22 KNOW THAT --.

23 Q. AND THEN WHEREAS ATTORNEY ED HAMBURGER WROTE A
24 SUMMARY OF RECOMMENDATIONS, DO YOU REMEMBER ATTORNEY ED
25 HAMBURGER?

26 A. NO.

27 Q. BUT YOU SIGNED THIS, CORRECT?

28 A. MY SIGNATURE IS THERE.

1 Q. SO IT SAYS --?

2 A. I SIGNED -- I SIGNED IT.

3 THE COURT: COULD YOU PLEASE, WAIT A MINUTE, BOTH OF
4 YOU YOU NEED TO LET ONE SPEAK, WHEN THEY'RE FINISHED THEN YOU
5 CAN SPEAK.

6 A. OKAY.

7 THE COURT: DO YOU UNDERSTAND?

8 A. ABSOLUTELY.

9 THE COURT: MR. STEIN.

10 MR. STEIN: OH YOUR HONOR THAT WAS MY FAULT
11 ENTIRELY.

12 THE COURT: BOTH OF YOU [S*] ARE STEPPING ON EACH
13 OTHER.

14 MR. STEIN: THAT WAS MY FAULT NOT THE WITNESSES.

15 A. IT'S BEEN GOING ON FOR A LONG TIME JONATHAN.

16 MR. STEIN: I'M SURE.

17 THE COURT: WAIT A MINUTE DON'T ARGUE WITH HIM,
18 OKAY, HE'S GOING TO ASK YOU QUESTIONS, YOU'RE GOING TO
19 RESPOND, DON'T ARGUE.

20 MR. STEIN: THIS WHEREAS CLUES AS WHEREAS THE TRIBAL
21 COUNCIL AS PRESENTLY CONSTITUTED DEEMS IT IS IN THE BEST
22 INTERESTS OF THE TRIBE TO RECOGNIZE ADOPT, APPROVED AND
23 RATIFY THE ECONOMIC DEVELOPMENT RESOLUTIONS, RECOGNIZE ADOPT
24 APPROVE AND RAT TIE THE DEVELOPMENT AGREEMENT AS A VALID
25 BINDING AND EFFECTIVE IS THAT WHY YOU SIGNED IT BECAUSE YOU
26 AGREED WITH THAT STATEMENT?

27 A. I DON'T REMEMBER AGREEING WITH THE STATEMENT, I DO
28 KNOW I SIGNED IT.

1 Q. AND THAT'S FOR GT TRIBE? THAT'S CORRECT, THAT'S FOR
2 GT TRIBE?

3 A. WHAT IS FOR GT TRIBE.

4 Q. THIS RESOLUTION THAT YOU WERE THE TRIBAL COUNCIL OF
5 FOR GABRIELINO-TONGVA TRIBE?

6 A. YES.

7 Q. IN APRIL OF 2001?

8 A. YES.

9 Q. SO THE FIRST THEREFORE, SAYS THEREFORE, THE TRIBAL
10 COUNCIL RECOGNIZES ADOPTS APPROVES AND RATIFIES RESOLUTIONS
11 ONE THROUGH 11, DID YOU AGREE WITH THAT?

12 A. YES.

13 Q. TRIBAL COUNCIL RECOGNIZED ADOPTS APPROVED AND
14 RATIFIES THE DEVELOPMENT AGREEMENT APPROVED IN RESOLUTION 10,
15 DID YOU AGREE WITH THAT?

16 A. YES.

17 Q. DOWN HERE, RESOLVED FURTHER, THE TRIBAL GENERAL
18 COUNSEL IS AUTHORIZED TO PREPARE RESOLUTIONS TO FURTHER THE
19 INTENT OF THIS. THAT WOULD BE MR. ED HAMBURGER?

20 A. I SIGNED THAT PARTICULAR WHEREAS, I DON'T RECALL
21 HAMBURGER.

22 Q. IN FACT, WASN'T THE PURPOSE OF THIS RESOLUTION A
23 PURPOSE THAT YOU AGREED WITH TO CLEAN UP ANY PROBLEMS WITH
24 THE PATRICIA NEMINSKI COUNCIL AND MAKE SURE THAT THE NEW
25 COUNCIL ADOPTED AND RATIFIED THEIR RESULTS, IS THAT YOUR
26 UNDERSTANDING?

27 A. MY SIGNATURE IS THERE, I DON'T UNDERSTAND THAT WHOLE
28 RESOLUTION TODAY.

1 Q. OKAY. AND MR. SAM DUNLAP, HE WAS TRIBAL COUNCIL
2 PERSON FROM 2001 RIGHT THROUGH THE SPLIT IN 2006 AND BEYOND?

3 A. YES.

4 Q. AND SHIRLEY MACHADO SHE WAS TRIBAL COUNCIL WOMAN
5 FROM 2001 THROUGH THE SPLIT AND BEYOND IS THAT CORRECT?

6 A. I BELIEVE SO.

7 Q. AND MARTIN ALCALA IS HE TRIBAL COUNCIL MAN THROUGH
8 THE SPLIT UNTIL HIS DEATH?

9 A. I BELIEVE SO.

10 Q. AND ED PERCENT, YOU WERE TRIBAL COUNCIL MEN FROM
11 2001 THROUGH THE SPLIT AND BEYOND?

12 A. YES, BEYOND, YEAH. YES.

13 Q. AND VIRGINIA CARMELO, SHE WAS TRIBAL COUNCIL WOMAN
14 FROM 2001 THROUGH THE SPLIT AND BEYOND?

15 A. YES, I BELIEVE SO.

16 Q. AND SAM DUNLAP, HE SAID HERE THEY'RE CERTIFIED AS
17 DULY ELECTED PRESENTLY SERVING AND PROPERLY ACTING MEMBERS OF
18 THE TRIBAL COUNCIL. WAS THAT REFERRING TO YOU AND THE OTHER
19 TRIBAL COUNCIL PEOPLE?

20 A. OKAY.

21 Q. I'D LIKE TO MOVE ON TO RESOLUTION 37 AND THIS IS
22 DATED 2002.

23 THE COURT: I THINK WE'VE HAD 30 MINUTES, I'LL GIVE
24 YOU HAVE ANOTHER 10.

25 MR. STEIN: ALL RIGHT YOUR HONOR AS I SAID, THIS-- I
26 CAN CALL HIM BACK IF THE COURT PREFERS.

27 THE COURT: YOU MIGHT HAVE TO LET'S TRY TO DO IT IN
28 10.

1 MR. STEIN: WELL YOUR HONOR THERE ARE SEVERAL OTHER
2 TOPICS BEHIND THIS THAT I'D LIKE TO TALK TO MR. PEREZ ABOUT.
3 SO THIS SAYS WHEREAS RESOLUTION 0 WAS APPROVED. DID YOU
4 AGREE WITH THAT STATEMENT, IS THAT YOUR SIGNATURE?

5 A. MY SIGNATURE 1245 IS THERE.

6 Q. SO YOU AGREED WITH THAT STATEMENT. MY SIGNATURE IS
7 THERE?

8 Q. THEREFORE, IT BE RESOLVED THAT THE DEVELOPMENT
9 AGREEMENT A- DOCUMENTED IN RESOLUTION FIRST REAFFIRMED IN 17
10 AND AS AMENDED IN THIS RESOLUTION IS ADOPTED APPROVED AND
11 AGREED, IS THAT YOUR UNDERSTANDING OF WHAT YOU WERE DOING BY
12 SIGNING THAT?

13 A. I BELIEVE SO.

14 Q. AND RESOLVED FURTHER THAT THE DEVELOPMENT AGREEMENT
15 AS SO AMENDED IS EFFECTIVE VALID AND BINDING OBLIGATION OF
16 THE TRIBE AND THE TRIBAL COUNCIL, IS THAT WHAT YOU MEANT WHEN
17 YOU SIGNED IT?

18 A. YEAH I DON'T -- I THINK -- I THINK THAT THERE WAS
19 SEVERAL QUESTIONS REGARDING THAT, I MEAN IT JUST WASN'T A
20 BLANK RESOLUTION THAT WE JUST SIGNED, I MEAN WE WENT OVER
21 THAT AND I THINK THERE WAS QUITE A FEW QUESTIONS ABOUT THAT,
22 AS FAR AS -- AS FAR AS I REMEMBER, THERE WAS QUITE A FEW HERB
23 [AOURZ] REGARDING THOSE PARTICULAR RESOLUTIONS, IT WASN'T
24 JUST A BLANK HERE SIGN.

25 Q. DO TELL ME WHAT THOSE ISSUES ARE EDGAR?

26 A. HUH.

27 Q. WHAT WERE THE ISSUES ON THIS THING THAT YOU SIGNED?

28 A. YOUR EXPLANATIONS OF THEM.

1 Q. THE EXPLANATIONS?

2 A. YOUR EXPLANATIONS, WHAT THE -- YOU DEFINED THAT FOR
3 US. WHY DON'T YOU PUT IT IN INDIAN LANGUAGE, WHY DON'T YOU
4 PUT IT IN SPANISH, SOMETHING I CAN GET.

5 Q. NECESSITO ABLANDO ESPANOL DE USTED?

6 THE COURT: MR. STEIN LET US GO TO SIDEBAR * *
7 SIDEBAR * *.

8 THE COURT: INAPPROPRIATE QUESTION.

9 MR. STEIN: IF HE'S BANTERING BACK AT ME AND HE'S
10 LYING THROUGH HIS TEETH AND THEN MAKING JOKES AT ME, I CAN'T
11 RESPOND YOUR HONOR.

12 THE COURT: YOU CAN'T RESPOND IN SPANISH OR WHAT YOU
13 ARE PURPORTING TO SAY SPANISH, IT CAN'T BE TAKEN DOWN BY THE
14 COURT REPORTER. I MEAN I UNDERSTAND THAT YOU FEEL PERSONALLY
15 ATTACKED, I UNDERSTAND THAT, BUT RIGHT NOW YOU'RE ACTING AS A
16 LAWYER DOING QUESTIONING OF A WITNESS, YOU'RE GOING TO
17 HAVE --

18 MR. STEIN: VERY GOOD POINT.

19 THE COURT: -- YOU'RE GOING TO HAVE TO STEP BACK --

20 MR. STEIN: VERY GOOD POINT.

21 THE COURT: -- OKAY? SO YOU NEED TO -- AND ALSO LET
22 HIM FINISH HIS ANSWERS.

23 MR. STEIN: OH ABSOLUTELY -- THAT'S ABSOLUTELY --
24 THAT'S JUST A LACK OF PERSONAL CONTROL GIVEN THE EMOTIONALITY
25 OF THIS -- THIS GUY LIED THROUGH HIS TEETH IN FRONT OF ME.

26 THE COURT: AND I'M TRYING TO BE PATIENT WITH YOU.

27 MR. STEIN: YOU ARE.

28 THE COURT: BUT I UNDERSTAND THAT SINCE YOU'RE THE

1 LAWYER AND THE PARTY IN THIS LAWSUIT, YOU GET EMOTIONAL.

2 MR. STEIN: OH SURE.

3 THE COURT: IT'S BEEN GOING ON THROUGHOUT THE TRIAL
4 BUT THIS JUST ISN'T GOING TO FLY, I MEAN THE COURT REPORTER
5 CAN'T TAKE THAT DOWN --

6 MR. STEIN: SURE ABSOLUTELY.

7 THE COURT: -- ALL RIGHT? SO YOU NEED TO REFRAIN,
8 TRY TO -- YOU KNOW WHEN YOU FEEL THAT COMING ON, JUST KIND OF
9 STEP BACK A LITTLE BIT.

10 MR. STEIN: YES, YOUR HONOR. AND TALKING OF THAT,
11 YOUR HONOR I COULD FINISH THE DAY WITH THIS GUY BECAUSE ONCE
12 AGAIN TO BRING HIM BACK AND HE MAY OR MAY NOT SHOW UP,
13 THIS -- I WOULD LIKE TO CALL HIM AS A WITNESS, HE'S SEEN ALL
14 THESE AGREEMENTS, WE HAVE ANOTHER RESOLUTION TO GO THROUGH
15 LIKE THIS ONE THAT WE CAN DO, BUT THEN WE HAVE THE WHOLE
16 DISPUTE THAT HE SAW.

17 THE COURT: WELL, YOU HAVE A WHOLE LOT OF OTHER
18 WITNESSES WHO ARE COMING.

19 MS. IBARRA: THEY'RE WAITING.

20 THE COURT: THE PLAINTIFF MANAGED TO DO IT IN 20
21 MINUTES AND I'VE NOW GIVEN YOU 40 MINUTES BECAUSE YOU CLAIM
22 YOU HAVE MORE. SO I'M GIVING YOU ANOTHER ANOTHER 10 MINUTES,
23 IF I'M GIVING YOU --

24 MR. STEIN: IF I GET TO 46 --

25 THE COURT: NO I SAID 40.

26 MR. FORDYCE: IT'S RESOLUTION 46.

27 THE COURT: I DON'T KNOW WHAT THAT ENTAILS --

28 THE REPORTER: I'M SORRY; I CAN'T WRITE BOTH OF YOU.

1 I'M GOING TO WRITE HER, NOT YOU.

2 THE COURT: RESOLUTION 46 IS THAT WHAT'S ON THE
3 SCREEN RIGHT NOW?

4 MR. STEIN: THAT'S RESOLUTION 37 AND THEN RESOLUTION
5 46 AND I WOULD CLEAN THAT UP IN ABOUT EIGHT MINUTES AND GET
6 THROUGH RESOLUTION 47.

7 THE COURT: NO. HOW MUCH TIME DO WE HAVE.

8 THE CLERK: I WOULD HAVE TO LOOK AT MY WATCH SO I
9 THINK YOU HAVE LIKE SIX MINUTES .

10 THE COURT: DO IT IN SIX MINUTES I'VE GIVEN YOU 10
11 MINUTES. THE JURY WAS NOT HAPPY WITH THAT, I COULD SEE THE
12 EXPRESSIONS ON THEIR FACES. YOU MIGHT WANT TO BE MINDFUL
13 THAT.

14 MR. STEIN: YOUR HONOR YOU'RE DOING ME A FAVOR BY
15 REELING ME IN, SO I APPRECIATE THE PATIENCE ON THAT * * END
16 SIDEBAR * *.

17 Q. BY MR. STEIN: AND THIS IS THE AMENDMENT THAT YOU
18 APPROVED IN THAT RESOLUTION.

19 THE COURT: WELL YOU NEED TO BE CLEAR, WHAT ARE RE
20 SHOWING HIM, WHAT RESOLUTION.

21 MR. STEIN: WE JUST FINISHED RESOLUTION 37 THAT YOU
22 SIGNED, THAT'S YOUR SIGNATURE AND ATTACHED TO IT IS THE
23 ACTUAL EVENT, DO YOU SEE YOUR SIGNATURE MR. PEREZ?

24 A. YES.

25 Q. AND THEN THIS IS THE AMENDMENT THAT WAS APPROVED BY
26 THIS RESOLUTION, AMENDMENT AND MODIFICATION AGREEMENT?

27 A. THAT'S WHAT IT SAYS THERE.

28 Q. AND THE RESOLUTION 10 IS REFERRED TO, RESOLUTION 17

1 IS REFERRED TO. NOW WHEREAS TRIBAL COUNCIL APPROVED
2 RESOLUTION 15 WITH TRIBAL GENERAL COUNSEL TO RETAIN RAE
3 LAMOTHE IN MAY OF 2001 SO DOES THAT MEAN THAT RAE LAMOTHE WAS
4 GENERAL COUNSEL BY THE TIME RESOLUTION 37 WAS DONE?

5 A. WHAT I READ THERE IS THAT RAE LAMOTHE WAS APPROVED
6 FOR GENERAL -- AS GENERAL COUNSEL ON JUNE 24TH, 2001, THAT'S
7 WHAT I READ.

8 Q. RIGHT AND THIS IS JANUARY OF 2002?

9 A. WELL --.

10 Q. JANUARY 27, 2002?

11 A. WELL THANK YOU FOR CORRECTING YOU'RE SKIPPING OVER
12 THAT A LOT.

13 Q. OKAY. CAN WE THEN LOOK DOWN HERE, IT SAYS NOTICES,
14 THAT NOTICES UNDER THE AGREEMENT SHOULD BE SENT TO RAE
15 LAMOTHE AS TRIBAL GENERAL COUNSEL, SECTION 30, IS THAT YOUR
16 UNDERSTANDING, IS THAT -- IS THAT YOUR UNDERSTANDING?

17 A. THAT'S WHAT I READ THERE, YES.

18 Q. AND LEGAL ADVICE, IT SAYS THE TONGVA FURTHER
19 ACKNOWLEDGE THAT TRIBAL GENERAL COUNSEL RAE LAMOTHE HAS
20 REVIEWED THE AGREEMENT AND FOUND THAT IT IS A VALID BINDING
21 AND ENFORCEABLE OBLIGATION OF THE TRIBAL COUNCIL. IS THAT
22 YOUR UNDERSTANDING OF WHAT YOU APPROVED THAT DAY?

23 A. THAT'S WHAT IT READS THERE.

24 Q. AND THAT IS PARAGRAPH 23.

25 THE COURT: THREE MINUTES LEFT MR. STEIN.

26 MR. STEIN: VERY GOOD I'D LIKE TO FINALLY TURN TO
27 RESOLUTION 46.

28 A. MAY HAVE I ASK YOU -- MAY I --.

1 THE COURT: NO HAD HE GETS TO ASK THE QUESTIONS.

2 MR. STEIN: RESOLUTION 46 IS THE APPROVAL OF 2003
3 AMENDMENTS, IS THAT YOUR SIGNATURE?

4 A. YES.

5 Q. AND LOOKING AT THE RESOLUTIONS THAT THE DEVELOPMENT
6 AGREEMENT ADOPTED IN RESOLUTION 10, REAFFIRMED AND RATIFIED
7 IN 17 AND 37 IS APPROVED AND RAT NEED ONCE AGAIN AFTER 28
8 MONTHS OF SATISFACTORY WORK. DID YOU AGREE WITH THAT AND --?

9 A. THAT'S WHAT IT SAYS THERE.

10 Q. AND RESOLVED THAT THE MODIFICATION AGREEMENT WAS
11 APPROVED, IS THAT WHAT YOU WERE DOING THAT DAY?

12 A. LOOKS LIKE IT.

13 Q. AND THE WHEREAS CLAUSE, IT SAYS THAT AT 25,000 A
14 MONTH FROM FEBRUARY 1 TO THE PRESENT THERE WAS A TOTAL OF
15 APPROXIMATELY SEVEN \$25,000 DUE.

16 THE COURT: TO WHOM?

17 A. TO.

18 MR. STEIN: TO SMDC, DID YOU AGREE WITH THAT
19 STATEMENT?

20 A. IF MY SIGNATURE IS THERE. THERE WAS ALSO SOME
21 DISCUSSION ABOUT THAT, NOW THAT I'M READING SOME MORE.

22 THE COURT: ONE MINUTE MR. STEIN.

23 Q. BY MR. STEIN: AND THIS WHEREAS CLAUSES SAYS TRIBAL
24 GENERAL COUNSEL REVIEWED THE AGREEMENT AND FOUND THAT THE
25 AGREEMENT AS ADOPTED IN 2003 WILL BE VALID BINDING AND
26 ENFORCEABLE?

27 A. THAT'S WHAT IT SAYS.

28 Q. AND WOULD THAT BE RAE LAMOTHE?

1 A. DON'T RECALL.

2 Q. JUST THREE MORE QUESTIONS.

3 THE COURT: HOW MUCH TIME.

4 THE CLERK: 55 SECONDS.

5 Q. BY MR. STEIN: AND IS THIS THE AMENDMENT THAT WAS
6 APPROVED?

7 A. IF MY SIGNATURE IS THERE.

8 Q. AND DO YOU RECOGNIZE RE: LAMPS SIGNATURE?

9 A. IF THAT'S HER SIGNATURE.

10 Q. AND DO YOU RECOGNIZE MR. STEIN'S SIGNATURE?

11 A. IF THAT'S STEIN'S SIGNATURE DOES THAT SIGNATURE LOOK
12 ANYTHING LIKE THAT THE SIGNATURE ON THE MOTION IN LIMINE
13 LITIGATION FILING?

14 A. NO, IT DOESN'T.

15 MR. STEIN: NO FURTHER QUESTIONS YOUR HONOR.

16 THE COURT: OKAY THANK YOU. ANY REDIRECT.

17 MS. IBARRA: JUST BRIEFLY.

18 Q. BY MS. IBARRA: SO MR. PEREZ?

19 A. YES.

20 Q. MR. STEIN JUST TOOK YOU THROUGH ALL OF THESE
21 RESOLUTIONS?

22 A. YES.

23 Q. YOU RECOGNIZE YOUR SIGNATURE HERE?

24 A. YES.

25 Q. DID YOU UNDERSTAND WHAT THESE RESOLUTIONS **[STAO*BG]**
26 STOOD FOR? BECAUSE I THOUGHT YOUR ANSWER WAS AMBIGUOUS. DID
27 YOU UNDERSTAND --.

28 MR. STEIN: OBJECTION LEADING.

1 THE COURT: OVERRULED.

2 Q. BY MS. IBARRA: DID YOU UNDERSTAND WHAT THESE --?

3 A. I QUESTIONED -- I QUESTIONED -- I PERSONALLY
4 QUESTIONED THE LANGUAGE A LOT OF THOSE -- THOSE PARAGRAPHS.

5 Q. SO MY QUESTION IS DID YOU UNDERSTAND THE
6 RESOLUTIONS?

7 A. I UNDERSTAND THAT WE HAD TO SIGN IT AND THE
8 RESOLUTION -- I UNDERSTAND THE LANGUAGE OF IT, THE TITLE.

9 Q. WHAT DO YOU MEAN YOU HAD TO SIGN THEM? YOU SAID YOU
10 UNDERSTOOD THAT YOU HAD TO SIGN THEM?

11 A. YES.

12 Q. WHAT DO YOU MEAN BY THAT?

13 A. WE HAD TO SIGN IT TO MOVE AHEAD, THAT WAS
14 INSTRUCTIONS FROM ATTORNEY STEIN THAT WE HAD -- AS PART OF
15 THE -- AS PART OF THE PROCEDURE, AS PART OF THE PROCESS OF
16 THE CONTRACT.

17 Q. SO WERE YOU INSTRUCTED TO SIGN THEM?

18 A. YES.

19 Q. DID YOU HAVE AN OPTION NOT TO SIGN THEM?

20 A. IN MY PARTICULAR CASE, ON ONE AFTERNOON, MR. --
21 JONATHAN STEIN THREATENED TO THROW ME OFF THE COUNCIL FOR NOT
22 SIGNING. NOW HIS WORDS WERE IF YOU DON'T LIKE IT HERE YOU
23 CAN LEAVE BECAUSE I HAD QUESTIONED SOME OF THOSE PARAGRAPHS
24 IN THERE, FOR EXAMPLE WHEN RAE LAMOTHE WAS SUPPOSEDLY READING
25 ON THAT, SHE WAS SUPPOSED TO READ IT, I DIDN'T KNOW WHETHER
26 SHE READ IT. SHE NEVER SAID ANYTHING TO ME THAT SHE READ --
27 ANYWAY, MY UNDERSTANDING WAS I KNEW THE TITLE OF THE
28 RESOLUTION, WE WENT OVER THE PARAGRAPHS OF THAT -- OF THOSE

1 DOCUMENTS.

2 Q. AND DID YOU GO OVER THOSE PARAGRAPHS WITH MR. STEIN
3 OR MS. RAE LAMOTHE?

4 A. OH MR. STEIN.

5 Q. DO YOU EVER RECALL GOING OVER THOSE PARAGRAPHS WITH
6 MS. [RA*E] RAE LAMOTHE?

7 A. NO, I DON'T REMEMBER.

8 Q. NOTHING FURTHER.

9 THE COURT: THANK YOU. YOU MAY STEP DOWN?

10 A. THANK YOU. .

11 THE COURT: YOU MAY CALL YOUR NEXT WITNESS.

12 MS. IBARRA: VICTOR VELASQUEZ.

13 THE COURT: MR. VELASQUEZ COME FORWARD, STAND BEHIND
14 THE COURT REPORTER WHO'S HERE TO MY LEFT AND THEN FACE THE
15 CLERK WHO IS TO MY RIGHT?

16 A. OKAY.

17 THE CLERK: PLEASE RAISE YOUR RIGHT HAND * * STATE,
18 SO HELP YOU GOD * *?

19 A. I AFFIRM.

20 THE CLERK: THANK YOU SIR YOU MAY HAVE A SEAT TO
21 YOUR RIGHT. SIR CAN YOU PLEASE STATE AND SPELL YOUR LAST
22 NAME FOR THE RECORD?

23 A. VICTOR VELASQUEZ SENIOR.

24 Q. ?

25 THE CLERK: CAN YOU SPELL IT FOR ME PLEASE, BOTH
26 NAMES?

27 A. BOTH [TPHAEPLZ].

28 THE CLERK: YES?

1 A. V I C T O R, V E R A S Q U E Z .

2 THE COURT: THANK YOU YOU MAY BEGIN.

3 Q. BY MS. IBARRA: MR. VELASQUEZ CAN YOU FAMILIAR WITH
4 MR. JONATHAN STEIN?

5 A. YES.

6 Q. CAN YOU TELL ME HOW YOU BECAME FAMILIAR WITH HIM OR
7 COME TO HOE HIM?

8 A. HE WAS INTRODUCE TODAY MY BROTHER JIM AND I BARK IN
9 2001 AT MY BROTHER'S HOME H SAM DUNLAP HAD INTRODUCED HIM TO
10 US.

11 Q. SO YOUR BROTHER IS JIM VELASQUES?

12 A. YES.

13 Q. WHAT WAS THE NAME OF -- DID YOU GUYS [PHROPBG] IT TO
14 A TRIBAL ENTITY AT THAT POINT?

15 A. YES.

16 Q. WHAT WAS THE NAME OF THAT ENTITY?

17 A. COASTAL GABRIELINO DID HE GO EVEN [KWROE],
18 [BANNED|BAND] OF MISSION INDIAN.

19 Q. AND DID MR. STEIN HAVE A PROPOSALS FOR YOU?

20 A. YES HE DID.

21 Q. CAN YOU DESCRIBE IT?

22 A. IT WAS A CONTRACT.

23 Q. CAN YOU DESCRIBE WHAT YOUR TERMS AS UNDERSTOOD THEM?

24 A. THE CONTRACT WAS FOR WHEN WE GOT A CASINO, HOW HE
25 WAS SUPPOSED TO HELP US GET THE CASINO AND THE STIPULATIONS
26 IN THE CONTRACT AS TO HOW MUCH HE WAS GOING TO GET PAID FOR
27 EACH ITEM IN THE CONTRACT.

28 Q. DID YOU -- YOU SAID YOU MET HIM AT YOUR BROTHER'S

1 HOME?

2 A. YES IN RUBIDOUX.

3 Q. SO DID YOU MEET HIM IN A PERSONAL CAPACITY OR IN A
4 TRIBAL CAPACITY?

5 A. IT WASN'T TRIBAL. AT FIRST IT WAS QUESTIONABLE ON
6 MY PART.

7 Q. WHAT DO YOU MEAN?

8 A. I DIDN'T UNDERSTAND WHY HE WAS THERE UNTIL LATER IT
9 WAS EXPLAINED TO ME THAT HE WAS A DEVELOPER. AT THAT TIME HE
10 STATED THAT HE PROVIDED ALL THE INDIAN CASINOS WITH
11 ENTERTAINMENT.

12 Q. SO THAT'S WHAT HE TOLD YOU HE DID?

13 A. UH-HUH.

14 Q. AND WERE YOU A MEMBER OF THE TRIBAL COUNCIL FOR THIS
15 PARTICULAR GABRIELINO GROUP?

16 A. YES.

17 Q. DID HE AT ONE POINT APPROACH THE TRIBAL COUNCIL?

18 A. YES, WHEN HE BROUGHT THE CONTRACT OVER.

19 Q. WHEN YOU FIRST MET HIM AT YOUR BROTHER'S HOME, DID
20 HE HAVE A CONTRACT?

21 A. THAT, I DON'T REMEMBER IF IT WAS AT THAT TIME OR ON
22 HIS OTHER VISITS.

23 Q. DID YOU EVENTUALLY SIGN THAT CONTRACT?

24 A. YES.

25 Q. CAN I ASK YOU TO IDENTIFY WHAT MIGHT BE THAT
26 CONTRACT THAT'S 569 IN THE BOOKS?

27 A. FIVE.

28 THE COURT: IS THAT IT.

1 MS. IBARRA: AND IT'S THIS ONE TOO, CAN I PULL IT UP
2 SINCE IT'S FAMILIAR TO EVERYBODY. THIS IS THE FIRST PAGE OF
3 IT. DOES THIS LOOK FAMILIAR TO YOU?

4 A. IT WAS BEEN 15 YEARS FOR ME AND SO NO, IT DOESN'T
5 LOOK FAMILIAR.

6 THE COURT: YOU MIGHT WANT TO LOOK AT THE HARD COPY.

7 MS. IBARRA: YEAH IT'S 569?

8 A. 569.

9 Q. YOU MIGHT WANT TO LEAF THROUGH IT?

10 A. OKAY.

11 THE COURT: WHY DON'T YOU SHOW HIM WHICH TAB?

12 A. IS THIS ONE.

13 Q. YEAH IT'S THIS ONE, LET ME GET THIS OUT OF YOUR WAY?

14 A. ALL RIGHT.

15 Q. OH YOU WERE RIGHT THERE, 561?

16 A. OH THIS IS IT RIGHT HERE (INDICATING).

17 Q. IF YOU JUST WANT TO LEAF THROUGH IT AND SEE IF IT
18 LOOKS FAMILIAR TO YOU. CAN I POINT YOU TO THE PAGE WHERE YOU
19 MIGHT FIND YOUR SIGNATURE?

20 A. OKAY.

21 Q. OKAY SO THIS IS WHAT APPEARS TO BE THE BODY OF THE
22 AGREEMENT, LONG AGREEMENT, VERY LONG AGREEMENT. SO SEE MARCH
23 4TH, [THOU|THOUSAND] ONE, THERE'S MARY AGUILERA AS THE
24 SIGNATORY, DO YOU RECOGNIZE THAT NAME?

25 A. YES I DO, THAT'S MY COUSIN.

26 Q. THAT'S YOUR COUSIN. WAS SHE ALSO A MEMBER OF THE
27 TRIBAL COUNCIL?

28 A. YES.

1 Q. AND THAT'S MR. JONATHAN STEIN, IS THAT HIS NAME?

2 A. YES.

3 Q. AND THEN THERE'S AN ECONOMIC DEVELOPMENT RESOLUTION
4 DATED MARCH 4TH, 2001. DO YOU RECOGNIZE THIS?

5 A. NO.

6 Q. YOU DON'T RECOGNIZE THIS?

7 A. HUH-UH.

8 Q. OKAY. SO THIS IS STILL THE SAME RESOLUTION. DO YOU
9 RECOGNIZE YOUR NAME AND SIGNATURE HERE?

10 A. I RECOGNIZE MINE, YES.

11 Q. IS THAT YOUR SIGNATURE?

12 A. YES.

13 Q. WHO ELSE DO YOU RECOGNIZE THERE, THE NAMES, YOU HAVE
14 MIGHT NOT RECOGNIZE THE SIGNATURES BUT THE NAMES IF YOU CAN
15 TELL ME IF YOU RECOGNIZE WHO THEY ARE. CAN I POINT YOU --
16 CAN I POINT YOU ONE BY ONE?

17 A. WHICH ONE.

18 Q. SO IS THIS SAM DUNLAP?

19 A. AT THE TIME I WAS ON THE COUNCIL, SAM DUNLAP WAS BE.

20 Q. WAS NOT ON THE COUNCIL?

21 A. NO.

22 Q. TO YOUR BEST RECOLLECTION HE WAS NOT?

23 A. I KNOW HE WASN'T.

24 Q. HE WASN'T?

25 A. NO.

26 Q. HOW ABOUT JIM ERNIE VELASQUES?

27 A. THAT'S MY BROTHER HE WAS THE TRIBAL CHAIR.

28 Q. HE WAS ON THE COUNCIL?

1 A. UH-HUH.

2 Q. AND IS THIS RICH AGO?

3 A. YES.

4 Q. AND WHO WAS THAT?

5 A. HE WAS THE HUSBAND OF MY COUSIN [MERRY | MARRY].

6 Q. WAS HE ALSO ON THE TRIBAL COUNCIL?

7 A. UH-HUH.

8 THE COURT: WAS THAT A YES?

9 A. YES I'M SORRY.

10 Q. BY MS. IBARRA: AND VICTOR VELASQUEZ, THAT'S YOU AND

11 YOU'RE ON THE TRIBAL COUNCIL?

12 A. YES.

13 Q. AND MARY ELLEN ARREOLA, IS IT ARREOLA

14 A. YES.

15 Q. A MEMBER OF THE TRIBAL COUNCIL, YES?

16 A. YES.

17 Q. AND A BLOOD RELATION?

18 A. YEAH. WHERE THE CURSOR IS?

19 Q. YES, MARY ELLEN ARREOLA?

20 A. YES. I RECOGNIZE THAT.

21 Q. A FAMILY MEMBER?

22 A. YES. THAT WAS THE THE DIOGUENOS SIDE?

23 Q. OH A DIOGUENO.

24 A. THAT'S KUMEYA AT SAN PASQUAL.

25 Q. SO NOT EVEN A GABRIELINO?

26 A. NO. THAT'S WHY THE TRIBE WAS CALLED GABRIELINO

27 DIOGUENOS, WHICH ALL CONSISTED OF FAMILY.

28 Q. AND YOU SAID MARY AGUILERA WAS A COUSIN?

1 A. YES.

2 Q. DIOGUENO OR GABRIELINO?

3 A. GABRIELINO.

4 Q. CONNIE TORRES?

5 A. THAT WAS MARY'S SISTER.

6 Q. SO TRIBAL COUNCIL MEMBER, GABRIELINO?

7 A. YES.

8 Q. ROBERT AGUILAR?

9 A. I BELIEVE HE WAS A DIOGUENO ALSO?

10 Q. COUSIN?

11 A. YES.

12 Q. AND DIANNA SIMENTAL?

13 A. YES THAT WAS A COUSIN.

14 Q. TRIBAL COUNCIL MEMBER?

15 A. YES.

16 Q. AND PATRICIA NEMINSKI?

17 A. YES ANY COUSIN ON THE VELASQUES SIDE.

18 THE COURT: AND THEY WERE ALL GABRIELINOS.

19 THE COURT: ALL RIGHT LET'S TAKE A 15 MINUTE BREAKS

20 SEE YOU BACK HERE IN 15 MINUTES. AND COUNSEL REMAIN IN

21 COURT.

22 (WHEREUPON THE JURY EXITS THE COURTROOM.).

23 THE COURT: .

24 THE COURT: JUST A REMINDER MR. STEIN, PLEASE KEEP

25 YOUR HEAD ABOUT YOU.

26 MR. STEIN: OH.

27 THE COURT: WITH THIS WITNESS, OKAY.

28 MR. STEIN: I KNOW MR. VELASQUEZ IS QUITE AN [HOPB]

1 [ABL] MAN I DON'T THINK THAT'S GOING TO BE A PROBLEM.

2 THE COURT: BECAUSE I DON'T WANT TO HAVE A STOP THE
3 EXAMINATION.

4 MR. STEIN: I WOULDN'T MIND GOING OUTSIDE TO THE
5 LITTLE BOYS ROOM IF IT WAS.

6 THE COURT: YOU'VE GOT 15 MINUTES JUST A REMIND-ER.

7 MR. STEIN: I THINK WE HAVE A VERY DIFFERENT
8 SITUATION WITH THIS GENTLEMAN UP HERE.

9 THE COURT: 15 MINUTES I'LL SEE YOU BACK?

10 A. OKAY.

11 THE COURT: THANK YOU.

12 (BREAK TAKEN.) 03:24 PM TO 03:38 PM.

13 THE COURT: HOW MUCH TIME LEFT [TPHEL] OAF ON
14 EXAMINATION CLERK [KHR-RBG] I'M REMAINING YOUR HONOR IS 11
15 MINUTES.

16 THE COURT: LEFT.

17 THE CLERK: YES.

18 MR. STEIN: HAVE GONE BY OR LEFT.

19 THE CLERK: LEFT YOU GAVE HIM 20 MINUTES.

20 THE COURT: YES. OKAY.

21 (WHEREUPON THE JURY ENTERS THE COURTROOM.).

22 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS JONATHAN
23 STEIN, BC361307. ALL RIGHT YOU MAY CONTINUE. YOU HAVE MAY
24 BE SEATED.

25 Q. BY MS. IBARRA: MR. DEVELOP, WE WERE TALKING ABOUT
26 THE SMDC AGREEMENT AND THEN WE WENT OVER SOME SIGNATURES,
27 DOES THAT REFRESH YOUR RECOLLECTION ABOUT THAT AGREEMENT AND
28 THE DAY THAT YOU SIGNED IT?

1 A. THE DATE THAT I SIGNED IT?

2 Q. OKAY I'LL ASK YOU, THAT'S A COMPOUND QUESTION, SO
3 LET ME ASK YOU TWICE, DOES IT REFRESH YOUR MEMORY ABOUT THIS
4 AGREEMENT?

5 A. IN MY MIND, YES BUT AS FAR AS THE AGREEMENT ITSELF
6 ON PAPER, IT DOESN'T LOOK FAMILIAR TO ME.

7 Q. OKAY.

8 A. OKAY.

9 Q. DO YOU RECALL THE DAY THAT THIS WAS EXECUTED, THAT
10 THIS WAS SIGNED?

11 A. YES I REMEMBER THE DAY ITSELF, YES.

12 Q. WAS IT A TRIBAL COUNCIL MEETING?

13 A. IT STARTED OUT TO BE A TRIBAL COUNCIL MEETING.

14 Q. AND WHAT DID IT TURN INTO?

15 A. WHEN SAM DUNLAP BROUGHT MR. STEIN IN AND THEN WE
16 STARTED TALKING ABOUT MR. STEIN AND WHAT HE COULD DO FOR
17 US.

18 Q. SO THEN THAT WAS NOT A TRIBAL COUNCIL MEETING IN
19 YOUR MIND?

20 A. WELL IT DIDN'T END UP BEING -- WE DIDN'T KNOW MR.
21 STEIN WAS COMING OVER.

22 Q. OKAY. AND DID MR. STEIN BRING THE AGREEMENT WITH
23 HIM ON THAT DAY?

24 A. I DON'T BELIEVE SO. IT WAS JUST A DISCUSSION AND HE
25 SAID HE WOULD BRING IT AT A LATER DATE.

26 Q. SO THEN THAT WASN'T A DAY THAT IT WOULD HAVE BEEN
27 SIGNED?

28 A. NO.

1 Q. SO DO YOU RECALL THE DAY THAT IT WAS SIGNED?

2 A. TO BE HONEST, NO BUT I KNOW IT WAS SOMETIME AFTER
3 THAT PERIOD.

4 Q. SO YOU DON'T HAVE ANY RECOLLECTION ABOUT THE DATE
5 THAT PEOPLE SAT AROUND AND DECIDED WHETHER OR NOT THEY WERE
6 GOING TO APPROVE IT?

7 A. YES I REMEMBER THAT TIME THAT WE DID THAT BUT THE
8 DAY ITSELF I COULDN'T TELL YOU WHAT DAY IT WAS.

9 Q. OH OKAY. NO, I'M NOT ASKING YOU ABOUT THE DATE?

10 A. OKAY.

11 Q. I'M JUST ASKING YOU ABOUT YOUR MEMORY OF THE DATE
12 THAT THE TRIBAL COUNCIL MET AND DISCUSSED THIS?

13 A. YES.

14 Q. DO YOU RECALL IF YOU WERE REPRESENTED BY A LAWYER AT
15 THAT TIME?

16 A. NO, WE WERE NOT.

17 Q. DO YOU RECALL IF YOU DISCUSSED THIS -- THE CONTRACT
18 IN DETAIL AT THAT TIME?

19 A. NO, WE WERE NOT. WE DIDN'T DISCUSS IT, THERE WERE A
20 COUPLE OF COUNCIL MEMBERS THAT WANTED TO READ IT AND CREATED
21 SOME FRICTION WITHIN THE COUNCIL. WE WERE TOLD TO SIGN THE
22 CONTRACT AND NOT REALLY GIVEN TIME TO READ IT BUT JUST TO
23 SIGN IT.

24 Q. YOU WERE TOLD BY WHOM?

25 A. THE TRIBAL CHAIR.

26 Q. AND THE TRIBAL COUNCIL [*F] TRIBAL CHAIR BEING?

27 A. JIM.

28 Q. SO JIM YOUR BROTHER?

1 A. YES.

2 Q. SO HE JUST SAID SIGN IT?

3 A. YEAH HE JUST TOLD US TO SIGN IT OR WE WOULD BE
4 KICKED OFF THE COUNCIL.

5 Q. DID HE SAY GO AHEAD AND READ IT, GO AHEAD AND THINK
6 ABOUT IT?

7 A. WE WEREN'T GIVEN TIME TO READ IT BUT A COUPLE OF
8 COUNCIL MEMBERS REFUSED TO SIGN IT AND TOOK THE CONTRACT HOME
9 AND DID READ IT. THE REST OF US SIGNED IT THAT DAY.

10 Q. SO WHO WERE THE ONES THAT TOOK IT HOME AND READ IT?

11 A. PATRICIA NEMINSKI AND DIANNA SIMENTAL.

12 Q. AND THE REST OF YOU GUYS WENT AHEAD?

13 A. YES.

14 Q. AND DID AS MR. VELASQUEZ REQUESTED?

15 A. UH-HUH.

16 Q. SO THERE WAS NO DISCUSSION THAT DAY?

17 A. NOT THAT I CAN RECALL.

18 Q. DO YOU KNOW WHO MR. STEVE OTTO IS?

19 A. YES.

20 Q. DID MR. STEVE OTTO PROVIDE YOU AN OPINION REGARDING
21 THIS?

22 A. NO. HIS PRESENCE -- HE WAS NOT THERE.

23 Q. HE WAS THEREIN. DID HE PROVIDE AN OPINION IN
24 WRITING OTHERWISE EVEN THOUGH HE WAS NOT THERE?

25 A. NO.

26 Q. DO YOU RECALL THAT HE WROTE A LETTER TO THE TRIBAL
27 COUNCIL REGARDING THIS?

28 A. YES. I LEARNED THAT RECENTLY. I HAD SEEN THE

1 LETTER PREVIOUSLY -- EARLIER THIS YEAR AND UP UNTIL THAT
2 POINT I HADN'T SEEN THE LETTER.

3 Q. DID YOU KNOW THAT HE WAS APPOINTED -- THAT THERE WAS
4 A RESOLUTION DRAFTED THAT APPOINTED HIM TRIBAL COUNSEL DURING
5 THIS PERIOD WHEN YOU WERE SIGNING THIS?

6 A. NO.

7 Q. YOU WEREN'T AWARE OF THAT?

8 A. NO.

9 Q. OKAY. IF I --?

10 A. I NEVER -- I USED TO SEE OTTO AT MY BROTHER'S HOUSE,
11 HE USED TO HANDLE SITUATIONS AND LEGAL ACTION FOR MY BROTHER
12 THAT WAS THE ONLY THING THAT I KNEW OF THAT OTTO DID, RATHER
13 HE WAS APPROACHED TO BE OUR COUNSEL, THAT WAS NEVER MENTIONED
14 NOR BROUGHT UP.

15 Q. AND YOU DIDN'T SIGN -- YOU DON'T RECALL SIGNING
16 ANYTHING THAT SAID THAT HE WAS GOING TO BE YOUR TRIBAL
17 COUNSEL?

18 A. NO.

19 Q. SO LET'S LOOK AT RESOLUTION 10. SO RESOLUTION 10
20 WHICH YOU DO -- DOES CONTAIN YOUR SIGNATURE, CORRECT, WE JUST
21 LOOKED AT YOUR SIGNATURE?

22 A. UH-HUH.

23 Q. AND THE SIGNATURE OF ALL THOSE OTHER PEOPLE?

24 A. YES.

25 Q. SO THIS IS RESOLUTION 10.

26 THE COURT: SIX MORE MINUTES COUNSEL JUST AS A
27 REMINDER.

28 MS. IBARRA: THANK YOU.

1 Q. SO THIS RESOLUTION 10 WHICH STARTS ON PAGE 33 WHICH
2 CONTINUES ON TO PAGE 34 IS GOING TO REFER TO -- I'M SORRY NOT
3 THERE, PAGE 34 WHICH CONTINUES ON TO PAGE 35, DO YOU SEE THIS
4 NUMBER 5 HERE, DO YOU WANT TO READ THAT SENTENCE?

5 A. WHERE THE TRIBAL GENERAL COUNSEL.

6 Q. UH-HUH.

7 A. OTTO RECEIVED FROM MR. STEIN AND REVIEWED A DRAFT OF
8 THE DEVELOPMENT AGREEMENT AND THIS RESOLUTION; MET WITH THE
9 TRIBAL GENERAL COUNSEL FOR SEVERAL HOURS ON FEBRUARY 25TH,
10 2001 TO REVIEW AGAIN THE TERMS AND CONDITIONS OF THE [TKEPLT]
11 AGREEMENT AND THIS RESOLUTION AND TO SEEK HIS ADVICE; AND ARE
12 MEETING TODAY, MARCH 4TH, 2001 TO GIVE FINAL CONSIDERATION
13 TO, AND TO ADOPT, THE DEVELOPMENT AGREEMENT AND THIS
14 RESOLUTION AS THE VALID, BINDING AND ENFORCEABLE OBLIGATION
15 OF THE TRIBAL BRIEF, EFFECTIVE IMMEDIATELY.

16 Q. SO SIR, GIVEN WHAT YOU HAVE JUST SAID, DO YOU THINK
17 THIS IS CORRECT?

18 A. NO, I DO NOT.

19 Q. BUT YOU SIGNED IT ANYWAY?

20 A. THE CONTRACT, YES, LIKE I SAID UNDER -- UNDER
21 DURESS, WE WERE FORCED TO SIGN.

22 Q. WELL ACTUALLY IT WAS THE TRIBAL RESOLUTION, JUST TO
23 BE PRECISE, IT WAS THE TRIBAL RESOLUTION ADOPTING THE
24 CONTRACT?

25 A. YEAH IT.

26 Q. THAT CONTAINED THIS. OKAY. SO WAS THIS THE FIRST
27 TIME THAT YOU HAD BEEN PRESENTED WITH A RESOLUTION LIKE THIS
28 IN YOUR TRIBAL COUNCIL MEETINGS?

1 A. YES.

2 Q. BEFORE THAT HAD YOU HAD TRIBAL COUNCIL RESOLUTIONS?

3 A. NO.

4 Q. KNOWLEDGE, EVEN JUST LIKE ORAL ONES?

5 A. NO.

6 Q. DID YOU HAVE MOTIONS, DID YOU -- HOW DID YOU CONDUCT
7 BUSINESS?

8 A. TO SEEK COUNSEL.

9 Q. NO TRIBAL COUNCIL RESOLUTIONS, LIKE THIS DOCUMENT.
10 DID YOU GUYS REVIEW DOCUMENTS LIKE THIS CALLED RESOLUTIONS
11 AND SIGNED THEM DURING YOUR TRIBAL COUNCIL MEETINGS?

12 A. ECONOMIC DEVELOPMENT, NO.

13 Q. HOW DID YOU GUYS CONDUCT BUSINESS, DID YOU DO LIKE
14 ORAL MOTIONS OR HOW DID YOU --.

15 MR. STEIN: OBJECTION LEADING.

16 THE COURT: SUSTAINED.

17 Q. BY MS. IBARRA: HOW DID YOU GUYS RECORD THE
18 DECISIONS OF THE TRIBAL COUNCIL PRIOR TO THIS TIME?

19 A. WE HAD A SECRETARY THAT WROTE DOWN OUR MINUTES.

20 Q. WAS IT A TRIBAL SECRETARY LIKE A TRIBAL COUNCIL
21 PERSON THAT ACTED AS SECRETARY?

22 A. YES MY COUSIN [MERRY | MARRY] WAS OUR TRIBAL
23 SECRETARY.

24 Q. SO SHE JUST RECORDED YOUR MEETING MEMBERSHIPS?

25 A. UH-HUH YES.

26 Q. AND THAT WAS THE ONLY THING THAT YOU GUYS HAD?

27 A. YES. MOTIONS -- THERE WERE NO MOTIONS. IF MY
28 BROTHER WANTED SOMETHING DONE THEN WE DID IT. IT WAS JUST A

1 LITTLE DIFFERENT.

2 Q. AND TO EVERYBODY JUST WENT ALONG WITH WHATEVER MR.
3 JIM VELASQUES WANTED TO DO?

4 A. UH-HUH YES.

5 Q. DO YOU RECALL IF THERE WAS ANY OTHER BUSINESS
6 BESIDES THIS IN FRONT OF THE TRIBAL COUNCIL ON THAT DAY?

7 A. NONE. NO OTHER BUSINESS OTHER THAN THIS.

8 Q. YOU DON'T RECALL OR -- OKAY THERE WAS NOTHING ELSE?

9 A. NO.

10 Q. OKAY THAT'S ALL I HAVE FOR YOU, THANK YOU.

11 THE COURT: THANK YOU CROSS-EXAMINATION.

12 MR. STEIN: YOUR HONOR I'D LIKE TO WE HAVE 20
13 MINUTES I'D LIKE TO REV SERVE 20 MINUTES FOR MR. FORDYCE WE
14 DON'T WANT TO RUN OVER.

15 THE COURT: THERE'S 20 MINUTES TOTAL.

16 MR. STEIN: THAT'S WHAT I'M SAYING IF WE COULD GET A
17 WARNING SO MR. FORDYCE CAN ASK QUESTIONS THAT WOULD BE GREAT.

18 Q. BY MR. STEIN: MR. VELASQUEZ, THANK YOU SO MUCH FOR
19 COMING. YOU SAID WHEN YOU POINTED OUT THE SIGNATORIES HERE,
20 YOU WERE TALKING ABOUT THE TRIBAL COUNCIL, THE COASTAL
21 GABRIELINOS IS THAT CORRECT?

22 A. COASTAL GABRIELINO DIOGUENO.

23 Q. FORGIVE ME, COASTAL GABRIELINO DIOGUENOS?

24 A. YES.

25 Q. AND THIS RESOLUTION THAT YOU SIGNED, IF I COULD JUST
26 POINT UP HERE IT SAYS GABRIELINO-TONGVA TRIBE?

27 A. YES.

28 Q. WERE YOU ALSO TRIBAL COUNCIL MEN OF GT TRIBE AT THAT

1 TIME?

2 A. REPEAT.

3 Q. WERE YOU A TRIBAL COUNCIL PERSON FOR THE
4 GABRIELINO-TONGVA TRIBE AT THAT TIME?

5 A. WE WERE NOT CALLED THE GABRIELINO-TONGVA TRIBE.

6 Q. SO THEN WHY DID YOU SIGN THIS THAT SAYS
7 GABRIELINO-TONGVA TRIBE?

8 A. BECAUSE WE WERE TOLD TO.

9 Q. BY WHOM?

10 A. BY THE TRIBAL CHAIR.

11 Q. JIM VELASQUES?

12 A. YES.

13 Q. DO YOU KNOW WHY JIM VELASQUES TOLD YOU TO DO IT?

14 A. NO, I DON'T.

15 Q. AND YOU DIDN'T SAY [SR*EUPL], WHAT IS THIS ABOUT?

16 A. WE TRIED.

17 Q. I SEE.

18 A. IT WASN'T DO IT AND WE DID IT, WE DID OBJECT BUT
19 THEN WE'RE TOLD IF WE DIDN'T SIGN WE'RE GOING TO BE KICKED
20 OFF THE COUNCIL.

21 Q. WELL YOU'RE HIS BROTHER THOUGH?

22 A. YES.

23 Q. EXAM HOW OLD WAS HE AND HOW OLD WERE YOU ABOUT YOU
24 KNOW EXACTLY BUT ABOUT?

25 A. 2001.

26 Q. YEAH.

27 A. I WANT TO SAY IN MARCH I WAS 53 GOING TO BE 54 HOW
28 OLD.

1 Q. AND HE WAS HOW OLD?

2 A. PARDON ME.

3 Q. AND HE WAS ABOUT HOW OLD WHEN HE WAS --?

4 A. JIM WAS 20 YEARS OLDER THAN ME SO HE WAS ABOUT
5 '73.

6 Q. SO ARE YOU BUILT NOW LIKE YOU ARE YOU SEEM LIKE KIND
7 OF A STRONG GUY?

8 A. I WAS A BY THE.

9 MS. IBARRA: OBJECTION RELEVANCE.

10 THE COURT: OVERRULED.

11 Q. BY MR. STEIN: WELL YOU WERE A STRONG GUY LOOKING
12 MAYBE EVEN YOUNGER MAYBE YOUNGER LOOKING?

13 A. UH-HUH.

14 THE COURT: WAIT A MINUTE, WAIT A MINUTE, IS THAT AN
15 ANSWER YES?

16 A. YES.

17 Q. BY MR. STEIN: AND YOUR BROTHER WAS '73 [KWRAERD]
18 OLD?

19 A. YES.

20 Q. AND WHAT HE SAID WENT, NO QUESTIONS, COULDN'T TALK
21 SENSE INTO THE GUY?

22 A. NO.

23 Q. AND HE HAD THE ABILITY TO THROW YOU OFF THE COUNCIL
24 WHY?

25 A. BEING THE TRIBAL CHAIR AND US NOT KNOWING THAT WE
26 HAD TO BE VOTED OFF. WE TOOK HIS WORD AS GOD.

27 Q. YOU TOOK HIS WORD AS GOD. IS THAT -- NOW WHAT DO
28 YOU MEAN BY THAT?

1 A. JIM DEMANDED A LOT OF RESPECT, THINGS HE DID A LOT
2 OF TIMES WERE DONE BY FORCE.

3 Q. AND HE WAS FORCEFUL?

4 A. YES.

5 Q. OKAY. I'D LIKE TO POINT OUT THIS PARAGRAPH TO YOU,
6 I DON'T KNOW IF YOU CAN PICK IT UP THERE, LET'S MAKE SURE WE
7 HAVE THE PAGE RIGHT, IT'S PAGE 234 TO 235?

8 A. I CAN SEE IT.

9 Q. OKAY CAN YOU SEE THAT OKAY? I'LL READ IT AND YOU
10 TELL ME IF I READ IT RIGHT, OKAY, WHEREAS THE COUNCIL HAS
11 BEEN ADVISED BY DEVELOPER -- NOW DEVELOPER WAS SMDC MANAGED
12 BY MR. STEIN?

13 A. YES.

14 Q. AND THAT'S TO DEVELOP A CASINO, RIGHT?

15 A. YES.

16 Q. IT'S NOT TO DO WORK AS AN ATTORNEY?

17 A. IT DIDN'T START THAT WAY.

18 Q. OKAY. AND YOU SAID THE COUNCIL HAS BEEN ADVISED BY
19 DEVELOP TORE SEEK LEGAL ADVICE FROM INDEPENDENT COUNSEL
20 REGARDING THE DEVELOPMENT AGREEMENT, AND AFFORDED THE
21 OPPORTUNITY TO DO SO. DID YOU HAVE TIME TO HIRE THE COUNCIL
22 OF YOUR CHOICE?

23 A. NO.

24 Q. WHY NOT?

25 A. WE WERE FORCED TO SIGN THAT DAY.

26 Q. THAT DAY. WELL DIDN'T YOU FIRST SEE THE -- LET ME
27 GO DOWN HERE AND WALK YOU THROUGH THIS STARTING WITH NUMBER
28 ONE, NOW YOU SAW NUMBER 5 DO YOU MEAN WITH STEVE OTTO AND

1 I'LL ASK YOU ABOUT THAT LATER BUT I'M MORE CONCERNED WITH
2 NUMBERS ONE TWO THREE FOUR AND FIVE WHEREAS THE COUNCIL, THAT
3 WOULD BE YOU ONE OF THE SIGNATORIES, CORRECT?

4 A. YES.

5 Q. RECEIVED A DRAFT IN DECEMBER OF 2000 FROM MR. STEIN,
6 IS THAT ACCURATE IN YOUR MIND?

7 A. I DON'T REMEMBER. I THOUGHT EVERYTHING HAPPENED IN
8 2001.

9 Q. WELL DECEMBER 2000, THAT WOULD BE DECEMBER 2000?

10 A. UH-HUH.

11 Q. JANUARY 2001, FEBRUARY 2001, MARCH 2001, AND THEN
12 THIS WAS SIGNED IN -- ON MARCH 4TH, 2001 -- MARCH 4TH, 2001,
13 SO YOU'VE GOT FOUR MONTHS THERE, RIGHT AND WHAT YOU'RE SAYING
14 IS YOU DON'T RECALL HAVING FOUR MONTHS TO REVIEW A DRAFT OF
15 THE AGREEMENT THAT YOU SIGNED IN MARCH?

16 A. NO, WE DIDN'T.

17 Q. WELL THEN WHY DID YOU SIGN SOMETHING THAT YOU SAID
18 THAT YOU DID.

19 THE COURT: OVERRULED.

20 Q. BY MR. STEIN: YOU MEAN YOU STRIKE ME AS A PRETTY
21 SUBSTANTIAL GUY, WHY DID YOU SIGN SOMETHING THAT SAYS
22 SOMETHING THAT WASN'T TRUE?

23 A. I'VE ANSWERED THIS QUESTION, YOUR HONOR.

24 THE COURT: WELL YOU CAN ANSWER IT AGAIN?

25 A. OKAY. BEING COERCED TO SIGN BY MY BROTHER BEING THE
26 TRIBAL CHAIR AND RESPECTING HIS POSITION TO --.

27 Q. BY MR. STEIN: COULD IT HAVE BEEN IN FACT YOU SIGNED
28 IT BECAUSE IT WAS TRUE AND YOU WEREN'T CO HERSED BY YOUR '73

1 YEAR OLD BROTHER.

2 MS. IBARRA: OBJECTION ARGUMENTATIVE.

3 THE COURT: OVERRULED?

4 A. I DIDN'T SIGN BECAUSE I WAS BEING COERCED TO SIGN, I
5 WAS BEING TOLD I WAS GOING TO GET THROWN OFF THE [KO*UP].

6 Q. AND IF YOU'LL FORGIVE ME BUT I REMEMBER THIS '73
7 YEAR OLD JIM VELASQUES WASN'T HE ABOUT THAT HIGH.

8 THE COURT: WELL THAT HIGH BEING WHAT.

9 MR. STEIN: FROM THE FLOOR, ABOUT THAT HIGH.

10 THE COURT: WELL THAT HIGH, FOR THE RECORD WE NEED.

11 MR. STEIN: FOR THE RECORD ABOUT FIVE FOOT ZERO, WAS
12 THAT JIM?

13 A. NO MY BROTHER WAS A LOT BIGGER THAN THAT.

14 Q. AND DID HE WEIGH UNDER 150 POUND MAYBE?

15 A. NO. HE WASN'T OVER 150 POUND.

16 Q. 160?

17 A. PROBABLY ABOUT 220, 230.

18 Q. 220, HUH. SURPRISE BUT YOU'RE HIS BROTHER SO LET'S
19 GO ON. THEN IT SAYS THAT THE TRIBAL COUNCIL MET WITH MR.
20 STEIN FOR SEVERAL HOURS ON JANUARY 14TH. DO YOU RECALL
21 MEETING WITH MR. STEIN IN JANUARY, THREE MONTHS BEFORE THE
22 SIGNATURE HERE?

23 A. NO, I DON'T.

24 Q. DID YOU HEAR MAYBE OTHERS MET BUT YOU DIDN'T GO AND
25 HAVE TIME?

26 A. THAT'S NOT THE CASE, NO.

27 Q. AND THEN THAT YOU -- THAT THE TRIBAL COUNCIL MET
28 WITHOUT MR. STEIN ON ITS ON ON JANUARY 27TH TO DISCUSS IT

1 WITHOUT MR. STEIN, DO YOU RECALL THAT?

2 A. NO, I DON'T.

3 Q. BUT YOU SIGNED THIS AGREEMENT ANYWAY WITHOUT
4 RECALLING ANY OF THIS; IS THAT CORRECT?

5 A. YES.

6 Q. VERY GOOD. AND YOU HAVE MET A SECOND TIME WITH MR.
7 STEIN TORE SEVERAL HOURS IN FEBRUARY, NOW THAT'S -- NOW WE'RE
8 GETTING CLOSER ABOUT THREE WEEKS BEFORE THE SIGNATURE, YOU
9 MET A SECOND TIME WITH MR. STEIN, DO YOU RECALL THAT?

10 A. NO, I DON'T.

11 Q. HOW MANY TIMES DID YOU MEET MR. STEIN?

12 A. PROBABLY TWO OR THREE.

13 Q. TWO OR THREE?

14 A. YEAH BUT AFTER WE SIGNED THE AGREEMENT.

15 Q. AND HOW MANY TIMES BEFORE YOU SIGNED THE AGREEMENT?

16 A. ONE TIME.

17 Q. YEAH YOU SAID HE WAS AT YOUR BROTHER'S HOUSE, RIGHT?

18 A. YES.

19 Q. NO OTHER TIME?

20 A. REPEAT THE QUESTION.

21 Q. NO OTHER TIME THAN THAT ONE TIME TO YOUR
22 RECOLLECTION?

23 A. YES, ABOUT TWO OR THREE TIMES.

24 Q. ABOUT TWO OR THREE TIMES BEFORE THE SIGNATURE OF
25 THIS AGREEMENT?

26 A. NO, TWO OR THREE TIMES IN TOTAL.

27 Q. VERY GOOD. AND THEN YOU'VE TALKED ABOUT MR. OTTO
28 YOU DON'T RECALL HIM. NOW STEVE OTTO THOUGH YOU SAID HAD YOU

1 SAW HIM WITH YOUR BROTHER, RIGHT?

2 A. YES.

3 Q. AND HE WAS THE ATTORNEY FOR YOUR BROTHER?

4 A. YES.

5 Q. AND IT WAS YOUR BROTHER THAT CHOSE MR. OTTO, NOT MR.
6 STEIN?

7 A. MR. OTTO HAS BEEN MY BROTHER'S ATTORNEY FOR QUITE A
8 FEW YEARS.

9 Q. FOR QUITE A FEW YEAR, I SEE?

10 A. YES.

11 Q. AND DID HE WRITE THE CONSTITUTION FOR THE COASTAL
12 GABRIELINOS DURING THAT TIME?

13 A. NO, HE DIDN'T.

14 Q. VERY GOOD. WELL WE WERE TOLD BY PATRICIA NEMINSKI
15 THAT HE DID, YOU'RE TELLING ME THAT HE DIDN'T?

16 A. TO MY KNOWLEDGE, HE DIDN'T.

17 Q. VERY GOOD. AND THAT MARCH 4TH WAS THE DAY FOR FINAL
18 APPROVAL AFTER ALL THIS -- ALL THESE VARIOUS STEPS AND YOU
19 CONFIRMED ON MARCH 4TH THE ONLY THING YOU DID WAS SIGN THIS
20 AGREEMENT?

21 A. WELL THERE WAS SOME DISCUSSION WITH THE TRIBAL CHAIR
22 ABOUT THIS AGREEMENT.

23 Q. AND THAT WAS THE OBJECTIONS TO HIS MANDATE TO SIGN
24 IT OR BE KICKED OFF?

25 A. YES.

26 Q. I SEE. WAS THAT MANDATE FROM MR. STEIN TO YOUR
27 PERSONAL KNOWLEDGE OR WAS THAT FROM MR. VELASQUEZ?

28 A. MR. STEIN ENCOURAGED TO SIGN IT, MY BROTHER ENFORCED

1 US TO SIGN IT.

2 Q. AND WHEN DID THIS HAPPEN, WHEN DID MR. STEIN
3 ENCOURAGE TO SIGN IT?

4 A. EXCUSE ME?

5 Q. WHEN DID MR. STEIN ENCOURAGE YOU TO SIGN IT WAS THAT
6 ON MARCH 4TH?

7 A. YES. WE DID SIGN.

8 Q. OKAY. AND WHAT DID MR. STEIN SAY TO ENCOURAGE YOU
9 TO SIGN IT?

10 A. NOTHING TO ME.

11 Q. NOTHING TO YOU?

12 A. YES.

13 Q. SO IF HE ENCOURAGED TO SIGN IT, DID YOU HEAR IT SAID
14 TO OTHERS BUT NOT TO YOU?

15 A. MR. STEIN APPROACHED THE TRIBAL CHAIR AND ASKED HIM
16 IF THE COUNCIL WAS GOING TO SIGN.

17 Q. AND THAT'S WHAT HE SAID, HE SAID WAS THE COUNCIL
18 GOING TO SIGN?

19 A. UH-HUH.

20 THE COURT: IS THAT A "YES"?

21 A. YES. SORRY YOUR HONOR.

22 MR. STEIN: NO FURTHER QUESTIONS FOR ME I BELIEVE
23 MR. FORDYCE MAY HAVE SOME QUESTIONS.

24 THE COURT: OKAY CROSS-EXAMINATION BY DEFENDANT
25 STEIN.

26 MR. FORDYCE: MR. VELASQUEZ I JUST HAVE A COUPLE OF
27 QUESTIONS FOR YOU AND IT'S JUST A MATTER OF BEING VERY, VERY
28 CLEAR, DURING THE TIME AROUND RESOLUTION 10, THE SIGNATURE

1 THAT WE'VE JUST TALKED ABOUT, ARE YOU AWARE OF WHAT I'M
2 TALKING ABOUT WITH RESOLUTION 10?

3 A. YES.

4 Q. TO BE CLEAR, YOUR TESTIMONY IS THAT YOU WERE NOT
5 REPRESENTED BY COUNSEL, CORRECT?

6 A. YES.

7 Q. AND THAT INCLUDES YOU'RE NOT REPRESENTED BY MR.
8 STEIN, CORRECT?

9 A. YES AS COUNSEL.

10 Q. OKAY AND WAS THE TRIBAL COUNCIL AT THE SAME TIME
11 PERIOD, TO YOUR KNOWLEDGE WERE THEY REPRESENTED BY MR. STEIN?

12 A. NO.

13 Q. OKAY. THAT'S ACTUALLY ALL I HAVE, THANKS.

14 THE COURT: ALL RIGHT THANK YOU REDIRECT.

15 MS. IBARRA: ACTUALLY I THINK I CAN MOVE ON TO
16 ANOTHER WITNESS.

17 THE COURT: NO REDIRECT THEN.

18 MS. IBARRA: NO REDIRECT.

19 THE COURT: THANK YOU SIR YOU MAY STEP DOWN. YOU
20 MAY CALL YOUR NEXT WITNESS.

21 MS. IBARRA: THE NEXT WITNESS, ADAM LOYA.

22 THE COURT: I'M SORRY WHO IS IT.

23 MS. IBARRA: ADAM LOYA.

24 THE COURT: NO DISCUSSIONS IN THE COURTROOM. COME
25 FORWARD, STAND BEHIND THE COURT REPORTER TO MY LEFT HERE H
26 FACE THE CLERK TO MY RIGHT.

27 THE CLERK: PLEASE RAISE YOUR RIGHT HAND * * STATE,
28 SO HELP YOU GOD * *?

1 A. I DO.

2 THE CLERK: THANK YOU SIR YOU MAY HAVE A SEAT TO
3 YOUR RIGHT. AND SIR CAN YOU PLEASE STATE AND SPELL YOUR
4 FIRST AND LAST NAME FOR THE RECORD?

5 A. ADAM LOYA A D A M, L O Y A .

6 THE CLERK: THANK YOU.

7 THE COURT: THANK YOU YOU MAY BEGIN.

8 Q. BY MS. IBARRA: MR. LOYA, CAN YOU TELL ME HOW YOU
9 KNOW -- DO YOU KNOW MR. STEIN?

10 A. YES, MA'AM.

11 Q. HOW DOWN HIM?

12 A. FROM OUR -- FROM OUR TRIBAL INQUIRIES, FROM 2005,
13 2006 I HAVE NO FURTHER QUESTIONS ELECTED ONTO TRIBAL COUNCIL
14 AND HE WAS OUR CEO ATTORNEY SLASH ECONOMIC DEVELOPER.

15 Q. OKAY. PRIOR TO THAT HAD YOU BEEN A MEMBER OF THE
16 TRIBE?

17 A. NO.

18 Q. SO WERE YOU RECRUITED ON TO THE TRIBAL COUNCIL?

19 A. YES.

20 Q. WHO RECRUITED YOU?

21 A. I WAS NOMINATED FROM THE AUDIENCE.

22 Q. I SEE. OH NOMINATED FROM THE [AUD] YEN?

23 A. YEAH.

24 Q. DURING A?

25 A. GENERAL MEETING, [TRAO*EUBLG] GENERAL [PHAOEFT]

26 [STKPWHR-G] DO YOU REMEMBER THE DATE OF THAT MEETING?

27 A. I THINK AROUND OCTOBER 2005, GIVE OR TAKE.

28 Q. SO YOU WERE [TPHOEPL] [TPHAEUT] TODAY STAND FOR

1 ELECTION?

2 A. YES.

3 Q. AND THESE WERE THE ELECTIONS THAT WERE HELD IN WHAT
4 TIME FRAME?

5 A. ABOUT -- BEGINNING OF 2006, IT WAS A TWO YEAR, THREE
6 YEAR CYCLE AT THAT TIME.

7 Q. OKAY. AND WHAT DO YOU RECALL ABOUT YOUR
8 INTERACTIONS WITH MR. STEIN ONCE YOU JOINED THE COUNCIL?

9 A. PRETTY DEMANDING, STRAIGHTFORWARD IN MOST PARTS, HE
10 HAD A PLAN FOR US, TO BE -- IT LOOKED LIKE IT WOULD BE A GOOD
11 PLAN AT THAT TIME.

12 Q. WHAT WAS THE PLAN?

13 A. FEDERAL -- FEDERAL RECOGNITION FOR A STATE CASINO.

14 Q. OKAY FEDERAL RECOGNITION AND A STATE CASINO OR
15 FEDERAL RECOGNITION OR A STATE CASINO OR CAN YOU CLARIFY
16 THAT?

17 A. YEAH OF COURSE OUR GOAL WAS FEDERAL RECOGNITION BUT
18 HE HAD PUBLISHED A LAW REVIEW BOOK THAT HE WAS PASSING AROUND
19 THAT WAS HIS PURPOSE OR HIS -- HIS WAY TO GET US IN TO STATE
20 GAMING INSTEAD OF GOING THE FEDERAL ROUTE THERE WAS THAT
21 SECOND OPTION OF LET'S GO AHEAD AND WE CAN DO IT THROUGH THE
22 STATE.

23 Q. SO HE PRESENTED THIS IDEA TO YOU AROUND 2006?

24 A. YES.

25 Q. IS THIS AROUND THE TIME THAT THE LIBRA INVESTORS
26 CAME IN?

27 A. YEAH SHORTLY AFTER.

28 Q. DO YOU RECALL -- WHAT DO YOU RECALL ABOUT THE LIBRA

1 INVESTOR AGREEMENT?

2 A. WELL IT WAS THE FIRST TRENCH THAT WAS COMING IN TO
3 KIND OF SECURE OUR PROCESS, THERE WAS ANOTHER TRENCH ABOUT
4 19, 20,000 OR 20,000,000 THAT WAS GOING TO COME IN SOON
5 AFTER AS LONG AS EVERYTHING CHECKED OUT, OUR ACCOUNTS AND
6 BALANCES, WE SUBMIT OUR BUDGETS AND THEY WERE OKAY WITH IT.

7 Q. YOU REFER TO YOUR PROCESS, WHAT PROCESS IS THAT?

8 A. OUR TRIBAL COUNCIL COLLECTIVELY AGREED.

9 Q. OKAY. SO WAS IT -- WAS THE LIBRA AGREEMENT TO
10 SUPPORT FEDERAL RECOGNITION AND CASINO GAMING OR JUST ONE OR
11 ANOTHER?

12 A. I BELIEVE IT WAS JUST THE CASINO THAT THEY WERE
13 INTERESTED IN AS FAR AS FUNDING IT.

14 Q. DO YOU RECALL IF YOU WERE REPRESENTED BY COUNSEL IN
15 THE LIBRA INVESTOR AGREEMENT?

16 A. WE HAD SEVERAL DIFFERENT COUNSEL AT THAT TIME.

17 Q. WHO ARE THE COUNSEL THAT YOU REMEMBER?

18 A. LET'S SEE, WHERE WE STARTED WHEN I CAME IN I BELIEVE
19 IT WAS RAE LAMOTHE WAS THE FIRST ONE THAT CAME IN AND THEN
20 SHE GOT SUBSTITUTED FROM ANOTHER, AT THAT TIME THERE WAS A
21 LEGAL MATTER THAT WAS JUST BEING FINISHED AND SHE SUBSTITUTED
22 IN FOR MR. STEIN AT THE END OF THAT AND THAT'S WHEN I CAME IN
23 AND AT THAT TIME I BELIEVE HE BROUGHT IN TWO OR THREE
24 DIFFERENT REPRESENTATIVES TO SAY HERE'S LEGAL COULD YOU
25 PLEASE I WANT YOU GUYS TO PICK 16 THEM, I KNOW THEM THEY'RE
26 GOOD PEOPLE THEY'RE WORK FOR YOU AND SO AFTER THAT I BELIEVE
27 IT WAS RAE LAMOTHE -- WELL AFTER RAE LAMOTHE, MARILYN
28 BARRETT, KIND OF SECURED OUR LEAVE FUND [SKP-G] AFTER THAT IT

1 WAS ELIZABETH ARONSON.

2 Q. AND SO WHAT ROLE -- YOU REFERRED TO MR. STEIN AS
3 YOUR LAWYER SO WHAT ROLE DEFINITE IN RELATION TO ALL OF THESE
4 LEGAL COUNSEL?

5 A. HE SET UP A LOT OF THE PAPERWORK AND JUST HANDED IT
6 OVER TO THEM TO GIVE TO US TO PRESENT.

7 Q. SO DOES THAT HANDED OVER THE PAPERWORK, DOES THAT
8 MEAN HE PREPARED THIS?

9 A. I THOUGHT HE DID, I NEVER PERSONALLY SAW HIM PREPARE
10 IT BUT THE WAY IT WAS HANDED TO THEM IT WAS WASN'T COMING
11 FROM THEM TO HIM TO REVIEW IT IT WAS THE OTHER WAY AROUND.

12 Q. OKAY. SO TELL ME ABOUT THE EVENTS THAT PRECEDED THE
13 CONFLICT BETWEEN THE TRIBAL COUNCIL AND MR. STEIN?

14 A. WELL IT BEGAN AT A COUNCIL MEETING, I BELIEVE
15 SEPTEMBER OF '06.

16 Q. WERE YOU PRESENT AT THAT MEETING?

17 A. YES, I WAS.

18 Q. OKAY.

19 A. YES. IT BECAME PRETTY BAD WHEN HE WAS DEMANDING
20 THAT WE GIVE HIM CHECKS, BLANK CHECKS AND I WAS VERY OPPOSED
21 TO THAT AS CURRENTLY AT THAT TIME AND CURRENTLY STILL I WAS
22 SERVING ON THE BOARD OF DIRECTORS FOR SOUTHERN CALIFORNIA
23 INDIAN CENTER AND AT THAT TIME I WAS THE TREASURE AND I WAS
24 WELL AWARE OF THE NEED FOR DUAL SIGNATORIES AND AT THAT TIME
25 HE DIDN'T SEE THERE WAS A NEED FOR TWO SIGNATORIES ON A CHECK
26 AND SO THAT WAS ONE OF MY GRIPES AND COMPLAINTS THAT WE NEED
27 TWO JUST FOR ACCOUNTS AND BALANCES.

28 Q. SO AT THAT TIME YOU HAD TWO SIGNATORIES AND HE

1 WANTED JUST ONE SIGNATURE TREE?

2 A. RIGHT HE WANTED CONTROL OF THE CHECKS.

3 Q. WHO WERE THE DUAL SIGNATORIES THAT YOU HAD AT THAT
4 TIME?

5 A. IT WAS OUR CHAIR AND LIZ ARONSON OUR GENERAL
6 COUNSEL.

7 Q. SO MR. STEIN WASN'T A SIGNATORY?

8 A. I DON'T BELIEVE SO.

9 Q. SO IT WAS YOUR MS. ARONSON AND YOUR CHAIR WHO WAS
10 YOUR CHAIR?

11 A. I BELIEVE AT THAT TIME IT WAS VIRGINIA CARMELO.

12 Q. SO THAT WAS IN YOUR MIND THAT WAS THE EVENT THAT
13 PRECIPITATED THE DISPUTE?

14 A. YES YES AND AT THAT TIME I BELIEVE HE WAS ASKING MS.
15 ARONSON TO ANDOVER SOME CHECKS TO HIM WHICH WAS NOT PART OF
16 THE BUDGET AND THAT BECAME A PROBLEM AND HE CAME BACK AND
17 SAID HE FIRED LIZ ARONSON WITHOUT CONSULTING US, TALKING TO
18 YOU -- TO ME SHE WAS UNDER OUR DIRECTION AND SO HE HAD NO
19 AUTHORITY OR RIGHT TO DO SO AND SO AT THAT TIME HE KICKED US
20 OUT OF HIS OFFICE.

21 Q. WERE YOU AWARE THAT HE HAD FIRED LAWYERS BEFORE
22 WITHOUT YOUR APPROVAL?

23 A. YES.

24 Q. SO -- AND YOU HADN'T PROTESTED BEFORE?

25 A. NO NO THEY WENT ON -- WE BELIEVE THIS WAS REALLY PUT
26 HER BEST VALUE BEST FOOT IN HIS BEST INTEREST WHERE THE
27 OTHERS MAY HAVE KIND OF SWAYED BACK AND FORTH I THINK TO KIND
28 OF APPEASE HIM, JUST TO MAKE HIM COPY.

1 Q. SO WHAT ARE YOU EXACTLY AS DESCRIBING AS BEING
2 DIFFERENT ABOUT MS. ARONSON?

3 A. SHE HAD ETHICS. SHE WAS VERY ETHICAL SHE TOLD US
4 WHAT THE LAW WAS AND YOU KNOW WHAT HE WAS NOT ALLOWED TO DO
5 AND WHAT WE WERE -- THE WAY WE WERE BEING TREATED AND HIM
6 FIRING HER CAME BACK AND SAID WELL I DON'T WORK FOR STEIN, I
7 WORK FOR THE TRIBE, I WORK FOR YOU GUYS AS A COUNCIL AND AT
8 THAT TIME WE SAID WE DIDN'T FIRE YOU.

9 Q. SO WAS SHE GIVING YOU COULD NOT CONTRARY ADVICE AS
10 TO WHAT MR. STEIN WAS GIVING YOU HAVE?

11 A. YES.

12 Q. AND WAS THAT THE FIRST TIME THAT YOU'D GOTTEN
13 CONTRARY ADVICE FROM A LAWYER TO WHAT MR. STEIN WAS GIVING
14 YOU?

15 A. I BELIEVE SO.

16 Q. SO WAS THAT ANOTHER EVENT THAT PRECIPITATED THIS
17 DISPUTE?

18 A. YES DEFINITELY, DEFINITELY.

19 Q. OKAY. WHAT DO YOU RECALL ABOUT THE EVENTS REGARDING
20 THE TWO MEETINGS THAT OCCURRED IN NOVEMBER?

21 A. I'M SORRY CAN YOU --.

22 Q. SO THERE WAS -- DO YOU RECALL THAT THERE WAS TWO
23 MEETINGS OVER A WEEKEND, ONE OF THEM ORGANIZED BY MR. STEIN
24 AND ONE OF THEM ORGANIZED BY THE TRIBAL COUNCIL?

25 A. I DON'T RECALL TWO.

26 Q. OKAY THAT'S FINE. DO YOU RECALL THAT MR. STEIN SENT
27 OUT A NUMBER OF LETTERS AFTER HE WAS FIRED OR TERMINATED?

28 A. YES YES.

1 Q. WHAT DO YOU RECALL WAS THE REACTION FROM THE
2 MEMBERSHIP TO THOSE LETTERS?

3 A. VERY CONFUSED. THEY DIDN'T KNOW WHO THE LETTERS
4 WERE COMING FROM, THEY DIDN'T KNOW WHY WE WERE KIND OF IN A
5 SEPARATION OR A -- MOSTLY CONFUSED WHAT WAS GOING ON. YOU
6 KNOW WE HAD THIS ANNOUNCEMENT THAT [PWERP] DOING GOOD WE HAD
7 THIS INVESTMENT AND NOW WHAT HAPPENED AND SO OF COURSE THE
8 THOUGHTS OF WHAT HAPPENED TO THE MONEY WAS IT EM- [PWEZ]
9 [H-LD], WAS IT USED INAPPROPRIATELY AND SO THOSE QUESTIONS
10 AND ACCUSATION [H-Z] STARTED TO COME OUT.

11 Q. IN YOUR MIND WAS THE MONEY EMBEZZLED?

12 A. INFORM.

13 Q. WERE THOSE ACCUSATIONS LEVIED AGAINST YOU PERSON
14 [HRAOEFPP]?

15 A. I BELIEVE SO, YES.

16 Q. DO YOU UNDERSTAND WHAT THE ALLEGATIONS THAT MR.
17 STEIN WAS MAKING AGAINST YOU PERSONALLY?

18 A. YES, EMBEZZLEMENT, WE TOOK THE MONEY WITHOUT LIBRA'S
19 CONSENT AWAY FROM WHAT OUR BUDGET WAS ALLOWED TO DO.

20 Q. AND YOUR MIND, WERE THOSE ALLEGATIONS CORRECT OR
21 INCORRECT?

22 A. I OBJECT CORRECT.

23 Q. AND WHY WERE THEY INCORRECT?

24 A. THEY WERE INCORRECT BECAUSE WE WERE GOING ACCORDING
25 TO THE BUDGET THAT WAS APPROVED BY THE BUDGET -- BY LIBRA
26 SECURITIES AND AT THE SAME TIME THEY WERE WELL AWARE OF OUR
27 DEALINGS WITH MR. STEIN AND WHAT TRANSPIRED TO US LEAVING
28 THAT BUILDING OR HIM KICKING US OUT IN WHICH THEY FULLY

1 UNDERSTOOD AND CONTINUED TO WELCOME US BACK.

2 Q. SO EVENTUALLY MR. STEIN SUED YOU; CORRECT?

3 A. YES.

4 Q. HE SUED YOU IN THIS ACTION?

5 A. PERSONALLY HE DID.

6 Q. HE DID SUE YOU?

7 A. YES, YEAH.

8 Q. AND HOW LONG DID THAT LITIGATION LAST AGAINST YOU
9 PERSONALLY?

10 A. I THINK THIS JUST ENDED A COUPLE YEARS AGO, MAYBE
11 TWO YEARS AGO.

12 Q. AND JUST FOR CLARIFICATION WHEN DID IT START?

13 A. RIGHT AWAY, RIGHT AWAY, MAYBE BEGINNING OF '07.

14 Q. OKAY THAT'S YOUR BEST RECOLLECTION?

15 A. YEAH.

16 Q. SO HE SUED YOU FOR A NUMBER OF YEARS?

17 A. YES, YEAH.

18 Q. DID HE THREATEN TO GO AFTER EVERYTHING YOU OWNED?

19 A. EVERYTHING, I GOT TEXT MESSAGES, VOICEMAILS,
20 E-MAILS, I MEAN HARASSMENT EVERY WAY YOU CAN THINK OF.

21 Q. EVEN AFTER THIS LITIGATION STARTED?

22 A. YES, YES.

23 Q. SO DID HE SPITE THE FACT THAT HE WAS COUNSEL OF
24 RECORD HE WAS STILL CALLING YOU?

25 A. YES.

26 Q. AND DO YOU RECALL --.

27 THE COURT: HOLD ON I DIDN'T GET AN ANSWER?

28 A. I'M SORRY YES.

1 Q. BY MS. IBARRA: AND DO YOU RECALL ANY OF THE
2 SPECIFIC THREATS THAT YOU MADE AFTER YOU?

3 A. YES HE WOULD GO AFTER MY HOUSE, HE WOULD GO AFTER MY
4 FAMILY AND PERSONALLY, FINANCIALLY AND RUIN US.

5 Q. SO WHAT EVENTUALLY HAPPENED TO MR. STEIN'S CLAIMS
6 AGAINST YOU PERSONALLY?

7 A. THEY WENT AWAY, WE WON IN OUR COURT, OUR COURT
8 DECISIONS.

9 Q. DO YOU RECALL THE YEAR?

10 A. NO, I DON'T, SORRY.

11 Q. ALL RIGHT THAT'S ALL I HAVE FOR THIS WITNESS.

12 THE COURT: ALL RIGHT CROSS-EXAMINATION.

13 MR. STEIN: HOW MUCH TIME YOUR HONOR.

14 THE COURT: 20 MINUTES.

15 MR. STEIN: 20 MINUTES, THANK YOU.

16 Q. MR. LOYA LET ME SHOW HAD YOU -- LEFT ME TRY TO GET
17 THREE EXHIBITS AS ONCE, EXHIBIT 6 47, 649 AND 570 SO WHY
18 DON'T WE START WITH FIVE '70.

19 MR. FORDYCE: IT'S BEEN MY-D YOUR HONOR.

20 THE COURT: YES THANK YOU.

21 MR. STEIN: AND THEN 647.

22 MR. FORDYCE: SO HAS THAT.

23 MR. STEIN: WOULD BE HERE (INDICATING.) AND 649 IS
24 HERE AS WELL BEHIND YOU. I'LL LET YOU HANDLE IT.

25 THE COURT: 649 HAS NOT BEEN RECEIVED YET SO YOU'RE
26 GOING TO HAVE TO LAY SOME FOUNDATION FOR THAT ONE BUT.

27 MR. STEIN: THAT'S WHAT I WANT TO DO.

28 Q. COULD YOU GO TO 647 I'LL HELP YOU TURN SOME OF THESE

1 PAGES IT'S KIND OF THICK?

2 A. NO PROBLEM.

3 Q. THANKS VERY MUCH. SO 647 AND SIX 48 THEY'RE
4 E-MAILS?

5 A. OKAY.

6 Q. HAVE YOU SEEN THOSE E-MAILS BEFORE?

7 A. CAN I TAKE A MINUTE TO SEE IT.

8 Q. PLEASE DO AND WHILE YOU'RE READING THEM PLEASE READ
9 YOUR E-MAIL ADDRESS ON THEM. 47, 49.

10 MR. FORDYCE: 47 HAS 49 HASN'T?

11 A. OKAY I'VE READ 247.

12 THE COURT: I THINK IT'S 647?

13 A. OH 647 I'M SORRY I'VE READ IT WHAT WAS THE QUESTION.

14 Q. BY MR. STEIN: HAVE YOU SEEN THEM BEFORE?

15 A. YES I HAVE.

16 Q. AND THEN I ALSO SAID EXHIBIT 570.

17 THE COURT: AND NOT 649.

18 MR. STEIN: 649 AND 570.

19 THE COURT: SO LOOK AT THEM ONE AT A TIME.

20 MR. STEIN: SO 649 THEN.

21 THE COURT: LET'S LOOK AT 649.

22 Q. HAVE YOU SEEN THOSE E-MAILS BEFORE?

23 A. I DON'T RECALL THIS ONE.

24 Q. IS IT ADDRESS TODAY YOUR E-MAIL ADDRESS?

25 A. YES.

26 Q. WAS IT -- DID YOU USUALLY RECEIVE E-MAILS FROM MR.
27 STEIN AT THAT E-MAIL ADDRESS?

28 A. YES OCCASIONALLY AND I ALSO HAD ANOTHER E-MAIL THAT

1 WE USED.

2 Q. AND DID YOU RECEIVE E-MAILS FROM MR. STEIN IN THE
3 PERIOD AROUND SEPTEMBER 26?

4 A. YES.

5 Q. AND IS IT YOUR UNDERSTANDING THAT IF YOU DON'T
6 RECALL THE E-MAIL IN FACT IT WAS ADDRESSED TO YOU AT THAT
7 ADDRESS FROM MR. STEIN?

8 A. OKAY.

9 Q. CAN WE SHOW THE JURY YOUR HONOR 570, 647 AND 649.
10 THE COURT: YES YOU MAY.

11 MR. STEIN: I'VE OPENED THEM ALL UP, LET ME FOLK
12 THUS A LITTLE BIT. AND SO YOUR EMAIL ADDRESS ADAM.

13 THE COURT: WHICH ONE IS THIS THEN.

14 MR. STEIN: THIS IS 570, 649, AND 647.

15 Q. BY MR. STEIN: AND ARE YOU DOWN HERE IN THE CCS FOR
16 647?

17 A. HOLD ON ARE YOU ON 647 OR 570.

18 Q. 647 LET'S START WITH THAT?

19 A. HOLD ON A SECOND.

20 Q. MY APOLOGIES.

21 THE COURT: WHY DON'T YOU KEEP ONE, YOU CAN KEEP
22 THAT ONE HERE?

23 A. OKAY THANK YOU. YES I'M ON THE E-MAIL.

24 Q. RIGHT AND THAT'S THE CC, THIS ADAM DO THE LOYA AS
25 TONGVA TRIBE?

26 A. YES.

27 Q. VERY GOOD AND IT SAYS DEAR TRIBAL COUNCIL AND LIBRA
28 SO IS IT YOUR UNDERSTANDS THAT LONG [HRAO*B] WAS ALSO ON THIS

1 E-MAIL?

2 A. OKAY.

3 Q. AND THE DATE OF THIS E-MAIL WAS RIGHT AROUND
4 SEPTEMBER 29?

5 A. OKAY.

6 Q. AND YOU WERE TALKING ABOUT REASONS FOR THE
7 DIFFICULTIES WITH MR. STEIN IN SEPTEMBER BEGINNING AND THOSE
8 INCLUDED ELIZABETH ARONSON STANDING UP TO HIM?

9 A. YES.

10 Q. OKAY. THIS E-MAIL SAYS THAT THE TRIBAL -- THE
11 EFFORT TO ESTABLISH THE GABRIELINO CASINO IS OFFICIALLY DEAD
12 IN THE WATER. WAS THAT ONE OF THE DIFFICULTIES WITH MR.
13 STEIN IS THAT HE DECLARED THE CASINO PROJECT BY SEPTEMBER 29
14 WAS DEAD IN THE WATER?

15 A. IN HIS OPINION.

16 Q. I SEE [SKP-FPLT] WHAT WOULD GIVE HIM THAT OPINION?

17 A. BECAUSE HE'S BEEN TERMINATED.

18 Q. WAS HE TERMINATED ON SEPTEMBER 29TH OR WAS HE
19 TERMINATED --?

20 A. NO IT WAS I BELIEVE OCTOBER HIS ACTUAL TERMINATION
21 BUT AT THAT TIME THERE WAS A DIFFERENCE ALREADY SAID.

22 Q. AND IT SAYS I HAVEN'T BEN PAID 120,000 PAST DUE.
23 WAS IT YOUR UNDERSTANDING THAT MR. STEIN WAS SUPPOSED TO BE
24 GETTING 50,000 FOR THE MONTH OF AUGUST, 50,000 FOR THE MONTH
25 OF SEPTEMBER AND \$20,000 TOWARDS REIMBURSABLE EXPENSES?

26 A. THAT'S I DON'T RECALL, THOSE AMOUNTS OR TIME FRAMES.

27 Q. I SEE AND YOU DON'T RECALL THAT THIS WAS A MAJOR
28 SOURCE OF FRICTION THAT YOU ADAM LOYA AND OTHER MEMBERS OF

1 THE TRIBAL COUNCIL SAID HEY WE'RE JUST NOT GOING TO CUT
2 CHECKS TO MR. STEIN?

3 A. NO MY UNDERSTANDING WAS THERE WAS ALREADY CHECKS
4 SIGNED YOU WITHOUT OR AUTHORITY OR APPROVAL AND SO UNTIL WE
5 INVESTIGATED IT AND FIND OUT WHERE THOSE WENT WE COULDN'T DO
6 ANYTHING.

7 Q. SO THEN NOT BEING ABLE TO DO ANYTHING MEANT THAT YOU
8 DID NOT PAY MR. STEIN THE \$120,000?

9 A. NO WE FOUND THAT HE PAID HIMSELF.

10 Q. HE PAID HIMSELF. WOULD THAT BE PART OF THE 230
11 THOUSAND DOLLARS?

12 A. I DON'T RECALL IF IT WAS PART OF THE 230.

13 Q. AND YOU SAY HE PAID HIMSELF. WHY DO YOU SEE HE PAID
14 HIMSELF?

15 A. BECAUSE THERE WAS ONLY ONE SIGNATOR ON THE CHECK.

16 Q. ONE SIGNATURE ON THE CHECK, I THOUGHT YOU SAID THAT
17 MR. STEIN WAS NOT A SIGNATORY ON THE CHECKING ACCOUNT?

18 A. HE HAD ONE SIGNATORY AND IF I'M MISS TANK HE HE MAY
19 HAVE BEEN THE SECOND SIGNATORY WITH LIZ ARONSON, THE TRIBAL
20 COUNSEL.

21 Q. YOU SAID STEIN WAS A SIGNATORY OR NOT A SIGNATORY?

22 A. YOU KNOW I DON'T RECALL BUT I BELIEVE AFTER READING
23 SOME OF THIS HE WAS.

24 Q. BUT EITHER WAY HE'S COMPLAINING ON SEPTEMBER 29TH
25 THAT HE HAD NOT RECEIVED \$120,000 PROMISED, IS THAT CORRECT?

26 A. I'M SORRY WHAT WAS THE QUESTION.

27 Q. THAT HE WAS COMPLAINING ON SEPTEMBER 29TH THAT HE
28 HAD NOT RECEIVED THE \$120,000 PROMISED [-FRPBL] THAT'S THE

1 E-MAIL, YES?

2 Q. AND THEN 649, THIS IS SEPTEMBER 26, IT'S A LITTLE
3 BIT EARLIER, EXHIBIT 6 49, IS THAT AND YOU ADAM LOYA AS
4 TONGVA TRIBE DO THE ORGANIZE?

5 A. YES.

6 Q. AND IT SAYS DELAY CAUSING DAMAGES AND WE TALKED
7 ABOUT THE SIGNATORIES AND MR. STEIN SAYS TOWARDS THIS END, I
8 HAVE INDICATED FLEXIBILITY. I HOPE TO BE SOLE SIGNATORY ON
9 THE BROKERAGE ACCOUNT BECAUSE THAT'S WHERE PERSONAL LIABILITY
10 COULD COME FROM. DO YOU KNOW WHAT MR. STEIN MEANT BY THAT?

11 A. NO.

12 Q. WAS MR. STEIN IN FACT WORRIED THAT SECURITIES FRAUD
13 WAS BEING -- WAS OCCURRING BECAUSE ELIZABETH ARONSON WAS
14 APPROVING EXPENDITURES TO THE TRIBAL COUNCIL PERSONALLY THAT
15 WERE NOT IN THE LIBRA BUDGET.

16 MS. IBARRA: OBJECTION CALLS FOR A LEGAL CONCLUSION.
17 THE COURT: OVERRULED.

18 Q. BY MR. STEIN: DO YOU RECALL THAT?

19 A. NO, I DON'T.

20 Q. SO THE TRIBAL COUNCIL NEVER TOOK ANY MONEY OUT OF
21 THE PIG BANK WITH ELIZABETH ARONSON'S HELP AND MR. STEIN
22 NEVER SAID GEE I'D LIKE TO BE [OEL] SIGNATORY BECAUSE I THINK
23 I'M GOING TO BE LIABLE FOR THE SECURITIES FRAUD, PERSONAL
24 LIABILITY?

25 A. NO I'M SORRY I DON'T UNDERSTAND THE QUESTION.

26 Q. SO YOU DON'T RECALL ANY OF THAT, THAT MR. STEIN
27 [WAOUZ] [WOR] [AOEFD] ABOUT PERSONAL LIABILITY FOR SECURITIES
28 FRAUD?

1 A. OH I BELIEVE HE WAS ATTACKING US.

2 Q. RIGHT BUT WHAT HE WORRIED ABOUT SECURITIES FRAUD
3 WHEN ATTACKING YOU?

4 A. I DON'T THINK SO.

5 Q. WHAT WAS HE WORRIED ABOUT IN HIS ATTACKS?

6 A. GETTING PAID.

7 Q. GETTING PAID, OKAY VERY GOOD. BUT HERE HE SAID HE'S
8 WORRIED ABOUT HIS PERSONAL LIABILITY. AND THEN IT SAYS HERE
9 THAT HE WANTS A DUAL SIGNATURE ON THE TRIBE'S ACCOUNT IS
10 FINE, ON TWO [ABLGTS] AS A MATTER OF FACT. ARE YOU SAYING HE
11 WANTED SOLE SIGNATORY?

12 A. FOR A LONG TIME HE DID YES AND WE OBJECTED.

13 Q. THEN WHY IS HE SAYING ON SEPTEMBER 26 DUAL
14 SIGNATURES?

15 A. BECAUSE HE KNEW WE WEREN'T GOING TO BUDGE WITH JUST
16 ONE AND THAT WAS BECAUSE YOU HAD ELIZABETH ARONSON ON YOUR
17 SIDE IS THAT CORRECT?

18 A. AS FAR AS -- THAT'S PART OF IT, LIKE I HAVE
19 MENTIONED, I WAS TREASURER FOR THE CALIFORNIA INDIAN CENTER
20 AND ALSO AWARE OF THE TWO SIGNATORIES THAT WERE NEEDED.

21 Q. VERY GOOD. AND SO LET ME ASK YOU, IF ELIZABETH
22 ARONSON, SHE WAS GIVING -- SHE WAS OF THE ATTORNEY FOR THE
23 TRIBE, RIGHT?

24 A. PARTIALLY, YES.

25 Q. AND SHE --?

26 A. ON RECORD.

27 Q. AND SHE'S EXERCISING INDEPENDENT OF MR. STEIN THAT'S
28 WHY YOU LOOKED HER SO MUCH?

1 A. TO I A POINT, YES.

2 Q. WAS MR. STEIN YOUR ATTORNEY AT THE SAME TIME?

3 A. I BELIEVE SO.

4 Q. HOW DID THAT WORK THOUGH IF HE WAS INDEPENDENT OF
5 HIM HOW DID THAT WORK?

6 A. VERY CONFUSING, VERY CONFUSING, IT CONFUSED A LOT OF
7 PEOPLE.

8 Q. SO IT'S VERY CONFUSED, YOU HAVE HAD AROUND ATTORNEY
9 THAT STEIN WAS BUTTING HEADS WITH BUT MR. STEIN WAS IN FACT
10 YOUR ATTORNEY?

11 A. IT APPEARED THAT WAY.

12 Q. SO HAD YOU TWO ATTORNEYS?

13 A. YES.

14 Q. AND THEY WERE PUTTING HEADS WITH EACH [AOFRPBLGTS]
15 YES?

16 Q. WHETHER DID YOU COME TO THIS CONCLUSION?

17 A. WHEN YOU FIRED HER WITHOUT OUR CONSENT.

18 Q. YOU FIRED HER WITHOUT CONSENT, THAT'S BECAUSE HE WAS
19 YOUR ATTORNEY AND HE THE ABILITY TO FIRE YOUR OTHER ATTORNEY?

20 A. I DON'T THINK SO, NO.

21 Q. SO WHY DO YOU SAY HE'S YOUR ATTORNEY?

22 A. BECAUSE HE COACHED A LOT OF OUR -- OUR GENERAL
23 COUNSEL ON RECORD WAS ALWAYS COACHED BY YOU OR AS MR. STEIN
24 AND SO I BELIEVE THEY WERE GIVEN THAT ADVICE AND DIRECTION BY
25 YOU.

26 Q. I SEE. AND MR. STEIN WAS HAD NOT DOING HIS JOB AS
27 SMDC TRYING TO GET A CASINO PROJECT HE WAS COACHING YOUR
28 ATTORNEY'S?

1 A. I BELIEVE HE WAS DOING BOTH.

2 Q. NOW IS COACH, IS THAT A WORD THAT MS. IBARRA ASKED
3 YOU TO USE, COACH.

4 MS. IBARRA: OBJECTION?

5 A. NO.

6 THE COURT: OVERRULED?

7 A. I'M SORRY.

8 Q. BY MR. STEIN: NO?

9 A. NO.

10 Q. DID YOU TALK TO MS. IBARRA ABOUT THIS?

11 A. NO, I HAVEN'T.

12 Q. HAD YOU DIDN'T PREPARE YOUR TESTIMONY AT ALL?

13 A. NO.

14 Q. VERY GOOD.

15 THE COURT: WELL IT'S OKAY FOR WITNESSES TO -- FOR
16 ATTORNEYS TO INTERVIEWER THEIR WITNESSES PRIOR TO TRIAL SO
17 THEY JUST CAN'T COACH THE WITNESSES ON WHAT TO SAY, SO IT'S
18 PERFECTLY APPROPRIATE FOR ALL COUNSEL, DEFENSE, PLAINTIFF TO
19 INTERVIEW THEIR WITNESSES PRIOR TO TRIAL.

20 MR. STEIN:

21 Q. AND SEPTEMBER 27TH YOU RECEIVED THIS E-MAIL AT ADAM
22 LOYA AT TONGVA TRIBE?

23 A. WHICH ONE IS THAT.

24 Q. SEPTEMBER 27TH?

25 A. WHAT PAGE ARE YOU LOOKING FOR.

26 Q. I'M SORRY IT'S EXHIBIT 570?

27 A. YES MY E-MAIL IS LISTED ON THERE, YES.

28 THE COURT: ALL RIGHT SEVEN MINUTES E VERY GOOD.

1 AND IT SAYS MY UNDERSTANDING FROM TONIGHT IS YOUR PLAN IS TO
2 TERMINATE MY DEVELOPMENT AGREEMENT UNILATERALLY, THAT'S THE
3 SMDC AGREEMENT?

4 A. I DON'T RECALL.

5 Q. AND NOT PAY THE 100,000 DUE FOR SEPTEMBER AND
6 OCTOBER, IS THAT THE SAME PART OF THE SAME 120 MENTIONED IN
7 THE OTHER E-MAIL?

8 A. I'M SORRY CAN YOU SAY THAT AGAIN?

9 Q. WAS THAT 100,000 HERE IN THIS E-MAIL FOR SEPTEMBER
10 AND OCTOBER PART OF THE SAME 120,000?

11 A. I DON'T KNOW.

12 Q. I SEE. AND THEN IT SAYS PAY YOURSELVES AMOUNTS
13 INSIDE THE BUDGET AND PERHAPS OUTSIDE, ALL WITHOUT LEAVING AN
14 AUDIT TRAIL. IS THAT WHAT YOU DID THAT YOU PAID YOURSELVES
15 INSIDE THE LIBRA BUDGE [SKPET] OUTSIDE ALL WITHOUT LEAVING AN
16 AUDIT TRAIL?

17 A. NO WE HAVE AN AUDIT TRAIL.

18 Q. I SEE WHERE WAS IT?

19 A. IT WAS IN THE STATEMENTS.

20 Q. WHAT STATEMENTS?

21 A. BANK STATEMENTS.

22 Q. BANK STATEMENTS. NOW, DIDN'T YOU ON SEPTEMBER 29TH
23 REMOVE THE CHECK ACCOUNTS AND BANK STATEMENTS FROM THE
24 OFFICE?

25 A. I BELIEVE WE ATTEMPTED TO, BUT THAT THERE WAS A
26 BLOCK BECAUSE YOU THREATENED ONE OF THE BRANCH MANAGERS THAT
27 YOU WOULD SUE THEM IF THEY RELEASED ANYTHING TO US. SO THERE
28 WAS CONFUSION.

1 MS. IBARRA: MOVE TO STRIKE AS NONSUIT.

2 THE COURT: MOTION DENIED.

3 MR. STEIN: CAN WE READ THE QUESTION AND TRY IT
4 AGAIN.

5 (RECORD READ.)

6 A. ONE MORE TIME.

7 (RECORD READ.)?

8 A. I DON'T RECALL THE DATE.

9 Q. BY MR. STEIN: BUT DID YOU REMOVE THEM FROM THE
10 OFFICE?

11 A. WE ATTEMPTED TO. WHAT WE COULD IN THE VERY LITTLE
12 TIME WE HAD.

13 Q. AND IN THAT TIME YOU ALSO REMOVED 10 WHITE NOTEBOOKS
14 WITH AUTOMATIC OFFICIAL ACTIONS ARE GT TRIBE FROM 2001 TO
15 2006?

16 A. I DON'T RECALL WHAT WE GOT OR HOW MUCH OF IT.

17 Q. WITH ALL THE ORIGINAL SIGNATURES AND EVERYTHING?

18 A. WE ATTEMPTED TO.

19 Q. AND YOU WERE ABLE TO TAKE YOUR TIME BECAUSE MR.
20 STEIN HAD ALREADY LEFT THE OFFICE HIMSELF AND LEFT YOU THERE
21 WITH THE OFFICE UNLOCKED IS THAT CORRECT?

22 A. I DON'T THINK SO.

23 Q. YOU DON'T THINK SO?

24 A. I DON'T THINK SO.

25 Q. WHERE WAS MR. STEIN AT THE TIME THEN?

26 A. HE WAS CHASING US OUT, TOLD US WE HAD TO BELIEVE WE
27 HAD A FEW MINUTES AND WE HAD TO LEAVE RIGHT THERE THEN.

28 Q. SO MR. STEIN WAS STILL THERE CHASING YOU OUT?

1 A. I BELIEVE SO OR AT LEAST ON THE PREMISE [STKPHR-Z]
2 OR AT LEAST ON THE PREMISES THAT'S DIFFERENT FROM CHASING YOU
3 OUT?

4 A. WELL IF HE THREW A TAPE RECORDER ACROSS THE ROOM,
5 THAT WAS PRETTY MUCH GET OUT NOW.

6 Q. [THAFRLS] THE TAPE RECORDER OUT INTO THE HALLWAY,
7 YES?

8 A. [TPHO*] YES.

9 Q. AND IT ALMOST HIT A JANITOR?

10 A. NO IT ALMOST HAZE TRIBAL MEMBER.

11 Q. I THOUGHT I SAID JANITOR BEFORE?

12 A. YOU WHO SAYS JANITOR.

13 MS. IBARRA: OBJECTION MISSTATING TESTIMONY.

14 THE COURT: SUSTAINED.

15 Q. BY MR. STEIN: AND THEN IF I CAN ASK YOU --.

16 THE COURT: IT'S 4:30 NOW, HOW MUCH MORE DO YOU
17 HAVE -- HOW FAR TIME.

18 MR. STEIN: I THINK I ONLY HAVE TWO MINUTES.

19 THE CLERK: HE HAS FOUR -- FOUR MINUTES.

20 THE COURT: YOU HAVE FOUR MINUTES AND DO YOU HAVE
21 ANY REDIRECT OR I CAN BRING THEM BACK TOMORROW OR IF WE CAN
22 FINISH THIS TODAY WE CAN BE DONE. LET ME TURN IT OVER TO MR.
23 FORDYCE AND LET'S FORGO ANY TIME THAT THEN WE CAN [SAOEFB]
24 THE JURY.

25 THE COURT: I NEED TO ASK IF THERE'S ANY REDIRECT
26 AND HOW MUCH WOULD THAT BE.

27 MS. IBARRA: RIGHT NOW I DON'T THINK I HAVE REDIRECT
28 BUT IT DEPENDS WHAT COMES UP HERE.

1 THE COURT: YOU MEAN DEPENDING ON REST OF THE
2 EXAMINATION.

3 MS. IBARRA: YES.

4 THE COURT: LET'S SEE IF WE CAN FINISH THANK YOU.

5 Q. BY MR. FORDYCE: MR. LOYA I JUST HAVE A COUPLE OF
6 QUESTIONS [KWEGZ] FOR HUH AGAIN, YOU TALKED ABOUT MR. AARON
7 RESIGNATION?

8 A. HER RESIGNATION.

9 Q. OR HER BEING FIRED BY MY STEIN, CORRECT?

10 A. FIRE, YES.

11 Q. NOW DID THE TRIBAL COUNCIL ACTUALLY SEPARATE MS.
12 ARONSON'S RESIGNATION?

13 A. WE NEVER GOT IT IT WAS [SR-RBL] [HAOE] TOLD [TOUFS]
14 THAT HE FIRED HER OR THAT SHE WAS FIRED BY HIM.

15 Q. SO YOU HAVE DON'T KNOW ONE WAY OR THE ANOTHER
16 WHETHER THE TRIBAL COUNCIL ACTUALLY ACCEPTED MS. ARONSON
17 LEAVING HER --

18 A. HOW?

19 Q. -- POSITION AS GENERAL COUNSEL?

20 A. IF SHE WAS FIRED BY THE WRONG PERSON SHE WAS NEVER
21 FIRED.

22 Q. WELL ULTIMATELY WHO DID THE HIRING AND FIRING WAS
23 THE TRIBAL COUNCIL?

24 A. IT WAS TRIBAL COUNCIL.

25 Q. AND AT THE TIME END OF THE DAY DID THE TRIBAL
26 COUNCIL ACTUALLY ACCEPT MS. ARONSON'S RESIGNATION?

27 A. SHE DIDN'T SUBMIT A RESIGNATION.

28 Q. SO IN OTHER WORDS YOUR TESTIMONY AS WE SIT HERE

1 TODAY IS MR. STEIN FIRED HER AND THAT'S IT?

2 A. YES.

3 Q. OKAY. JUST IS HIRING AND FIRING ON THE PART OF MR.
4 STEIN SOMETHING THAT YOU USE TO CONSIDER WHETHER MR. STEIN
5 WAS ACTUALLY THE TRIBE'S ATTORNEY?

6 A. I'M SURE -- I DON'T UNDERSTAND THE QUESTION THAT,
7 THE QUESTION.

8 Q. WELL YOU SAID HE [TPAOEUFRD] MS. ARONSON, CORRECT?

9 A. CORRECT.

10 Q. IS THAT SOMETHING THAT YOU THINK MADE MR. STEIN --
11 OR WAS SOMETHING THAT CONTRIBUTED TO MR. STEIN BEING THE
12 TRIBE'S ATTORNEY?

13 A. I'M NOT SURE -- I STILL DON'T UNDERSTAND THE
14 QUESTION.

15 Q. IS HIRING AND FIRING THE JOB OF MR. STEIN AS THE
16 ATTORNEY?

17 A. NO.

18 Q. OKAY. THANK YOU.

19 THE COURT: ANY REDIRECT.

20 MS. IBARRA: JUST ONE MINUTE.

21 THE COURT: ALL RIGHT REDIRECT ONE MINUTE.

22 MS. IBARRA: JUST ONE MINUTE.

23 MS. IBARRA: [STKWR].

24 Q. SO JUST SO CLARIFY, MR. STEIN HAD FIRED ATTORNEYS
25 BEFORE MRS. AARON, CORRECT?

26 A. YES.

27 Q. WHO'S THAT WHO DID HE FIRE?

28 A. MARILYN BARRETT.

1 Q. AND DID HE GET YOUR -- THE TRIBAL COUNCIL'S CONSENT
2 BEFORE DOING THAT?

3 A. I DON'T BELIEVE SO, NO.

4 Q. AND THAT WAS DONE, RIGHT?

5 A. [DO NOT|DONE].

6 Q. THERE WAS NOTHING THAT YOU COULD DO ABOUT IT?

7 A. [DO NOT|DONE], SHE HAD ENOUGH.

8 Q. AND SO MR. STEIN DID HIRE AND FIRE LAWYERS?

9 A. I'M NOT SURE IF HE HIRED AND FIRED THEM, BUT YES THE
10 WAY HE PRESENTED IT TO US WAS HEARSAY YOUR CHOICES, YOU CAN
11 PICK A OR B , HERE'S WHAT I SUGGEST YOU PICK HER PAUSE HERE'S
12 THE BACKGROUND AND SO [TOERGT], HE PREP [T-D].

13 Q. ABOUT THE THE TERMINATION OF MS. BARRETT HAD NOTHING
14 TO DO WITH YOU, IT WAS JUST MR. STEIN ACTING ON HIS OWN?

15 A. YES.

16 Q. SO ON THAT -- ON THE BASIS OF THAT H HE [KHOF] ALSO
17 FIRED MS. ARONSON THE SAME WAY?

18 A. YES.

19 Q. IF YOU [H*] HADN'T INTERVENED?

20 A. YES YES.

21 Q. BUT YOU DID INTERVENE THIS TIME?

22 A. YES CORRECT.

23 Q. AND THIS IS THE FIRST TIME THAT YOU ACTUALLY
24 INTERVENED?

25 A. YES CORRECT.

26 Q. OKAY THANK YOU. THAT'S ALL.

27 THE COURT: OKAY THANK YOU. YOU HAVE MAY STEP DOWN.
28 LET ME GIVE YOU A TIME, HOLD ON. SO WE CAN CONTINUE WITH 10

1 OR 309 * * 10 * * .

2 THE COURT: WHO WANTS 10, CONTINUE WITH THE 10 * *
3 (INDICATING.) * * .

4 THE COURT: 10 HAS IT THEN, RECEIVE YOU AT 10 * *
5 JURY OUT * * .

6 THE COURT: COUNSEL YOU'RE MAKING GOOD TIME.

7 MS. IBARRA: WE'RE TRYING.

8 THE COURT: HUH.

9 MS. IBARRA: WE'RE TRYING.

10 THE COURT: RIGHT YOU ALL ARE TRYING AND THAT'S
11 GREAT. WITNESSES FOR TOMORROW.

12 MS. IBARRA: I BELIEVE MR. SAM DUNLAP IS COMING
13 BACK.

14 THE COURT: OKAY WHAT'S HE GOING TO TESTIFY ABOUT
15 THAT HE HASN'T TESTIFIED TO ALREADY.

16 MS. IBARRA: THIS IS ACTUALLY -- HE WAS [AOEDZ]
17 GOING TO INTRODUCE A LOT OF COMMUNICATIONS WITH MR. STEIN
18 CONCERNING THE ATTORNEY-CLIENT RELATIONSHIP AT THE BEGINNING
19 OF THE REPRESENTATION IN 2001.

20 THE COURT: OKAY.

21 MR. STEIN: YOUR HONOR THIS IS BEFORE THE FORMATION
22 OF GT TRIBE, BEFORE THE TRIBE EVEN EXISTED.

23 MS. IBARRA: THIS IS ALSO THE TIME PERIOD FOR WHICH
24 YOU FILED TAX RETURNS FOR LINDA CANDELARIA E WE'VE ALREADY
25 GONE OVER THAT.

26 THE COURT: OVERRULED. WE HAVEN'T SEEN THESE
27 E-MAILS YET.

28 MS. IBARRA: THESE AREN'T ACTUALLY E-MAILS THESE ARE

1 LETTERS.

2 THE COURT: OVERRULED WEEK HEAR ABOUT THEM.

3 MR. STEIN: YOUR HONOR IN THAT CASE LET ME MENTION
4 AND ONCE AGAIN THIS IS A VERY IMPORTANT POINT AND THE COURT
5 IS NOT GOING TO BE AT ALL HAPPY, I WILL BE GOING PAINFUL STEP
6 TO PAINFUL STEM TO MR. DUNLAP [-Z] HIS BALANCE ASSEMBLY
7 THESE, HIS TRIPS TO SYRIA, HIS USE OF MONIES.

8 THE COURT: JUDGE ARE THOSE RELEVANCE, WHY IS A
9 [TREUB] TRIP TO SYRIA [REFLTS].

10 MR. STEIN: PAUSE THAT'S WHAT LED TODAY CONFLICT IF
11 THE STUFF SHE'S SAYING IS [REFLTS], THIS IS RELEVANCE,
12 [SHAPLT] [HRAOET] THE SAME [TOERD] [PERBGS] [H-S] [SHABGT]
13 [HRAOEFT] THE TAME TIME PERIOD, HE TURNED ANTI-SEMETIC HE
14 TOOK MONEY [THA*E] DIDN'T DID HE [KHRA] ARE FROM THE
15 BANKRUPTCY COURT AND GOT IN LIBRA [AOERD] AND [AOE] BALANCE
16 A- CHAIR [TAOEFZ] IN VIOLENCE OF THE PATRIOT ACT.

17 THE COURT: AND HOW DOWN THAT.

18 MR. STEIN: HE TOLD ME HE SENT ME THE E-MAILS
19 BECAUSE HAD HE THOUGHT IT WAS [TP-B] [AOE].

20 THE COURT: ARE THERE E-MAILS TO THAT EFFECT.

21 MS. IBARRA: THAT I'VE SEEN, NO.

22 THE COURT: WELL BEFORE YOU BRING SOMETHING LIKE
23 THAT WE NEED SOME PROOF, SOME GOOD FAITH PROOF THAT THAT'S
24 WHAT HAPPENED BECAUSE THAT'S INFLAMMATORY SO IF YOU HAVE IT
25 WHY DON'T YOU [SHAOE] IT TO THE OTHER SIDE, OKAY.

26 MR. STEIN: YOUR HONOR THAT CHRONOLOGY IS EXACTLY
27 THE SAME STUFF THAT COVERS EXACTLY THE SAME STUFF AND I
28 BELIEVE MR. DUNLAP IS NOT GOING TO BE TELLING THE TRUTH I

1 WISH TO IMPEACH HIM WITH THAT, WE'VE HAD THIS DISCUSSION
2 BEFORE, WE CAN REDACT A PIECE OF IT BUT THEN GIVE US TIME TO
3 GO THROUGH IT WITH THE COURT BECAUSE THIS IS ABOUT A [#R5] OR
4 SIX-PAGE DOCUMENT, EITHER THAT OR DON'T LET MR. DUNLAP
5 TESTIFY ABOUT AS THE EXACT SAME STUFF BECAUSE THAT'S EXACT
6 SAME STUFF THAT'S GONE OVER IN THAT DOCUMENT.

7 MS. IBARRA: WHAT I'VE [REPLT] [S-D] WE'RE [-P]
8 GOING TO GO THROUGH THE EXACT SAME STUFF, WE'RE GOING TO TALK
9 ABOUT THE CREATION -- WE'RE [TKPWUBG] TO TALK ABOUT 2001 AND
10 THE CREATION OF THAT RELATIONSHIP AND ALSO ABOUT MR. STEIN AS
11 AN ATTORNEY AND MORALES LITIGATION AND THE FACT THAT MR.
12 STEIN GAVE HIM ADVICE IN BANKRUPTCY COURT AND MR. STEIN
13 DIRECTED MS. RAE LAMOTHE AND MR. STEIN DIRECTED HER TO WORK
14 ON MR. DUNLAP'S BANKRUPTCY ACTION.

15 THE COURT: SO ARE THERE E-MAILS THAT REFLECT THIS
16 ANTI-SEMETIC VENT.

17 MR. STEIN: NO IT'S A CHRONOLOGY THAT I SENT TO THE
18 LIBRA INVESTORS, AND I SAID LIBRA HERE IS THE CHRONOLOGY THAT
19 I'M SENDING.

20 THE COURT: BUT THERE'S NO.

21 MR. STEIN: IT WAS A CONTEMPORANEOUS RECORD.

22 THE COURT: ARE YOU LISTENING? I'M ASKING IF
23 THERE'S SOME BASIS IN FACT FOR WHAT YOU'VE LAID OUT IN THAT
24 LETTER OTHER THAN SOME --.

25 MR. STEIN: THESE ARE E-MAILS FROM 2006 THOUGH,
26 THESE ARE NOT -- IF SHE'S STAYING AWAY FROM 2006 WITH MR.
27 DUNLAP IF MR. DUNLAP IS NOT GOING TO SPEAK TO ANY EVENTS IN
28 2006 THEN THIS WOULDN'T HAVE TO COME IN, IF HAD HE DID YOU

1 UNDERSTAND SPEAK TO ANY EVENTS IN 2006.

2 THE COURT: YOU'RE NOT ANSWERING MY QUESTION. THE
3 MY QUESTION IS WHAT IS THE BASIS FOR THE STATEMENTS LAID IN
4 THERE ABOUT HIM BEING ANTI-SEMETIC, HIM TRAVELING TO SYRIA,
5 HIM GIVING MONEY TO HEZBOLLAH, THOSE WERE YOUR CLAIMS IN A
6 ANOTHER LAWSUIT WITH LIBRA. SO MY QUESTION IS IS THERE SOME
7 GOOD FAITH BASIS FOR THAT, OTHERWISE, IT'S INFLAMMATION. SO
8 I NEED TO SEE THAT OTHERWISE IT WILL GET REDACTED.

9 MR. STEIN: REDACTION ALL REDACTIONS ARE FINE FOR
10 WORST STUFF, SEEMS TO ME WHERE THE HEZBOLLAH APPEAR, THAT'S
11 FINE. AND THAT'S ALREADY BEEN DONE WE ALREADY HAVE A
12 REDACTED VERSION WE NEED TO TAKE THE COURT'S TIME MAYBE AT
13 9:30 TOMORROW MORNING TO GO OVER IT TO MAKE SURE YOU DON'T
14 WANT MORE REDACTIONS AS YOU'VE OF SEEN IT TAKES ABOUT 30
15 SECONDS TO MAKE FIFTH REDACTION WITH THIS PROGRAM.

16 THE COURT: WELL YOU WERE DOING REDACTIONS WITH THE
17 DOCUMENT IN FRONT OF JURY SO THE JURY COULD SEE WHAT WAS
18 SUPPOSED TO BE REDACTED AND I KEPT ADMONISHING YOU TO TAKE IT
19 DOWN AND YOU REFUSED, YOU STOOD UP THERE TRYING TO REDACT IT
20 IN THE PRESENCE OF THE JURY RIGHT ON THE SCREEN. I MEAN
21 THAT'S BEEN A PROBLEM ALL ALONG AND SO YOU KNOW I'VE HAD TO
22 ADMONISH YOU A NUMBER OF TIMES ABOUT DIFFERENT THINGS BUT IN
23 CONNECTION APPROXIMATE WITH THIS, WAS THERE WILL PRIOR
24 REDACTION [H-Z] MADE IN CONNECTION WITH THE OTHER TRIAL SO DO
25 WE HAVE A REDACTED COPY THAT EVERYBODY CAN AGREE ON.

26 MS. IBARRA: WE HAVE A REDACTED COPY THAT I'VE --.

27 MR. STEIN: SHE'S THAT I CAN EN EVERY SINGLE THING
28 OUT OF IT.

1 THE COURT: I'M GOING PLAINTIFFS COUNSEL.

2 MS. IBARRA: IF THERE IS, I PERSONALLY DIDN'T DO THE
3 REDACTION AS I'VE REPRESENTED BEFORE, I BELIEVE IT WAS DAVID
4 [TKPWRAOEL] [AOE] OR HIS OFFICE THAT DID THE REDACTIONS IN
5 2008.

6 THE COURT: AND WAS THAT IN CONNECTION WITH THE
7 TRIAL.

8 MS. IBARRA: IT WAS NOT IN CONNECTION WITH THE
9 TRIAL, I BELIEVE IT WAS IN CONNECTION WITH A MOTION FOR
10 SUMMARY JUDGMENT THAT WAS MADE IN 250 '08 SO IT WAS PRESENT
11 TODAY THE COURT IN THAT CONTEXT AND IT WAS REDACTED.

12 THE COURT: SO THE COURT DIDN'T REVIEW THE
13 REDACTIONS IT WAS JUST PRESENTED REDACTED.

14 MS. IBARRA: IT WAS ATTACHED TO A DECLARATION, YES.

15 MR. STEIN: AND YOUR HONOR WE DO HAVE A REDACTED
16 COPY THAT FAR WE MADE AT THIS COURT'S REQUEST, SHE HAS
17 REFUSED TO AGREE TO IT BUT IF WE CAME HERE AT 9:30 IN FIVE
18 MINUTES TIME I'M SURE WE CAN AGREE TO REDACTIONS IF
19 NECESSARY, AGAIN IT'S BASED ON PRESENT RECOLLECTION RECORDED
20 BY MR. STEIN IN FACE-TO-FACE CONVERSATIONS OR E-MAILS WITH
21 SAM DUNLAP.

22 MS. IBARRA: YOUR HONOR AS YOU'RE AWARE, IT WAS NOT
23 JEST RELATED TO MR. SAM DUNLAP IT WAS ALSO RELATED TO OTHER
24 TRIBAL COUNCIL MEMBERS AND THERE WERE OTHER STATEMENTS.

25 THE COURT: SO HERE'S WHAT YOU'RE GOING TO DO,
26 YOU'RE GOING TO MEET AND CONFER AND SEE IF YOU CAN COME UP
27 WITH A REDACTED VERSION AND IN ANY EVENT SHOW UP HERE AT
28 9:30, OKAY? SO YOU'RE ORDERED TO RETURN AT 9:30 TOMORROW.

1 ALL RIGHT I'LL SEE YOU THEN. DID WE TALK ABOUT THE WITNESSES
2 YOU'RE GOING TO CALL TOMORROW.

3 MR. FORDYCE: I DON'T THINK SO.

4 THE COURT: DUNLAP AND WE STOPPED AFTER THAT.

5 MR. FORDYCE: YEAH.

6 MS. IBARRA: DUNLAP, DIANNA SIMENTAL AND VIRGINIA
7 CARMELO.

8 {LEFT2}: YEAH AS FAR AS I KNOW, VIRGINIA IS NOT
9 CONFIRMED, I'D HAVE TO ASK.

10 MS. IBARRA: SO WE HAVE TWO, MR. DUNLAP AND DIANNA
11 SIMENTAL AND WE'RE TRYING TO CONFIRM MS. VIRGINIA CARMELO.

12 THE COURT: AND YOU HAVE DON'T HAVE CARMELO DO YOU
13 HAVE AN ALTERNATIVE.

14 {LEFT2}: I HAVE TO TALK TO POLANCO HE HAND THE THE
15 ONE THAT WAS GOING TO COME IN ON THURSDAY.

16 THE COURT: WHY DON'T YOU HAVE LET THE ATTORNEY
17 HANDLE OTHER THAT.

18 {LEFT2}: I'M SORRY.

19 MS. IBARRA: MR. POLANCO WAS DOING THAT BECAUSE HE
20 WAS CALL [TPAOEPL] ON THE WITNESS LIST SO MAKE SURE WE CAN
21 HAVE X-RAY PEOPLE TOMORROW.

22 THE COURT: WELL THE DEFENSE NEEDS TO KNOW SO WE CAN
23 PREPARE.

24 MS. IBARRA: SO WE HAVE TWO IF WE CAN GET A THIRD IF
25 I CAN'T GET VIRGINIA CARMELO.

26 MR. FORDYCE: I JUST WANT [PHOEUBG] SURE [PHAOEF]
27 DUNLAP CARMELO AND MS. [SEUPL] BUT ALL ARE UN [CON|COULD NOT]
28 [TPAOEURPD].

1 MS. IBARRA: NO CONFIRMED IS DUNLAP AND [SEUPL] AND
2 WE'RE TRYING TO [CON|COULD NOT] [TPOEURPL] MRS. VIRGINIA
3 CARMELO.

4 MR. STEIN: AND IF SHE RUNS OUT SHE'S RESTS HER
5 CASE.

6 THE COURT: IF SHE RUNS OUT BUT THERE'S PEOPLE HERE
7 WHO MAY BE [WEUFTS].

8 MS. IBARRA: MR. POLANCO IS HERE.

9 THE COURT: YOU'RE GOING TO BE RESPONSIBLE FOR
10 CALLING WITNESSES WHO ARE [STPHAOER] RIGHT.

11 THE COURT: YOUR CLIENT OR MR. STEIN OR WHOEVER.

12 MS. IBARRA: AND MR. STEIN.

13 THE COURT: WHO [HO] FILL-IN BUT DON'T -- BUT STEIN
14 IS RIGHT, THAT YOU NEED TO FILL IN. IF YOU RUN OUT OF THOSE
15 YOU PLAN TO CALL.

16 MR. STEIN: YOUR HONOR SHE'S SAYING THAT I WOULD BE
17 A FILLER FOR HER.

18 THE COURT: RIGHT.

19 MR. STEIN: WOULD I RATHER TALK ON MY OWN CASE.

20 THE COURT: WELL SHE CAN CALL YOU 776 SO IF SHE
21 WANTS TO CALL YOU SHE CAN CALL YOU.

22 MS. IBARRA: YOU'RE A KEY WITNESS.

23 MR. STEIN: SURE.

24 THE COURT: SO OKAY I THINK THAT'S ENOUGH BUT
25 PLEASE -- WE'LL KNOW IN TWO HOURS.

26 MS. IBARRA: YES I MEAN I WAS ABLE TO CONFIRM WITH
27 THEM YESTERDAY BEFORE 7:30 SO I SHOULD BE ABLE TO DO THAT, I
28 MEAN I HAVE TWO AND I'LL BE ABLE TO CONFIRM THE FULL DAY BY

1 7:30.

2 THE COURT: I'D LIKE IT NO LATER THAN SEVEN SO THE
3 DEFENSE WILL KNOW.

4 MS. IBARRA: YES OKAY THANK YOU.

5 THE COURT: THANK YOU.

6 MR. STEIN: I WILL MENTION THAT DELIA HAS BEEN AS
7 GOOD AS HER WORD IN CONFIRMING THINGS AS THE EARLIEST
8 POSSIBLE TIME.

9 THE COURT: THANK YOU YOU BOTH HAVE BEEN GOOD ABOUT
10 THAT.

11 MR. STEIN: AND YOUR HONOR WHAT I MEANT TO SAY ABOUT
12 THE REDACTION [S-Z] IF THE JURY IS NOT HERE WE CAN [R*E]
13 [TKABGT] IN THE [COURTS|COURT'S] PRESENT AND IN 30 SECOND
14 TIME JUST DO JUST ABOUT ANYTHING YOU HAVE [WAOUPBT] TO DO
15 WITH THE DOCUMENT YOU WANT TO DO.

16 THE COURT: WE'LL TALK ABOUT IT IN THE MORNING.

17 04:43 PM.

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