

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 12

2 9:49 AM.

3 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
4 BC361307 GOOD MORNING.

5 ALL COUNSEL: GOOD MORNING YOUR HONOR.

6 THE COURT: COUNSEL MAKE YOUR APPEARANCES.

7 MS. IBARRA: DELIA IBARRA FOR PLAINTIFF
8 GABRIELINO-TONGVA TRIBE.

9 MR. STEIN: JONATHAN STEIN FOR SMDC DEFENDANT
10 CROSS-COMPLAINANT AND CRANE GROUP CROSS COMPLAINANT.

11 THE COURT: THANK YOU.

12 MR. FORDYCE: NIALL FORDYCE FOR STEIN DEFENDANTS.

13 THE COURT: THANK YOU. SO WITNESSES FOR TODAY,
14 PRESUMABLY YOU'VE TALKED ALREADY BUT YOU HAVE TO LET ME KNOW.

15 MR. STEIN: WE'VE REACHED NO AGREEMENT WHATSOEVER.
16 I INCREASED THE REDACTIONS FROM WHAT THE COURT HAS SEEN
17 BEFORE, I CAN GET IT PRINTED OUT BUT I WOULD NEED TO GET INTO
18 THE WELL TO SEE WHAT BUTTON I PUSHED WRONG.

19 THE COURT: WELL GO AHEAD AND COME IN.

20 MR. STEIN: THANK YOU IT'S PRINTING OUT THREE COPIES
21 OF REDACTED VERSION SO THE COURT CAN SEE IT.

22 THE COURT: SO WE NEED TO TALK ABOUT THE REDACTED
23 LETTER, WHAT ABOUT THE WITNESSES MS. IBARRA.

24 MS. IBARRA: THE WITNESSES IS DIANNA SIMENTAL AND
25 MR. DUNLAP, AND MR. DUNLAP'S TESTIMONY IS NOT GOING TO BE
26 REDUNDANT, IT'S GOING TO BE JUST LIMITED TO HIS.

27 THE COURT: E-MAILS YOU TALKED ABOUT.

28 MS. IBARRA: E-MAILS, INTERACTIONS WITH MR. STEIN AS

1 AN ATTORNEY AND ALL THE LEGAL ADVICE THAT HE RECEIVED DURING
2 THE COURSE OF THEIR RELATIONSHIP, WHICH IS A LOT, I THINK
3 IT'S GOING TO BE ABOUT AN HOUR ON MY PART AND THEN I ASSUME
4 THAT HE WILL DO -- THAT DEFENSE COUNSEL WILL ALSO DO
5 SOMETHING SIMILAR. AND THEN SAME THING WITH MS. CARMELO WHO
6 WILL HAVE SIMILAR.

7 THE COURT: AN HOUR.

8 MS. IBARRA: JUST FROM HER PERSPECTIVE -- MIGHT BE
9 SHORTER [HRAOER] IF'S CARMELO, MR. DUNLAP IS GOING TO BE
10 LONGER.

11 MR. STEIN: AND YOUR HONOR WE WOULD EITHER LIKE TO
12 ISSUE AND SERVE A TRIAL SUBPOENA ON HIM WHEN HE'S HEAR TO
13 APPEAR NEXT WEEK OR WE WOULD LIKE TO HANDLE HIM NOW, WE WOULD
14 BE ABOUT TWO HOURS WITH HIM BECAUSE WE WOULD NEED TO GO
15 THROUGH --.

16 THE COURT: WHAT DO YOU NEED A GT TRIBE COUNCIL
17 [P*ERP] HE IS NOT AN OFFICER.

18 MS. IBARRA: JUST A MEMBER NOW.

19 THE COURT: WELL I CAN ORDER HIM TO RETURN.

20 MR. STEIN: THAT WOULD BE GREAT.

21 THE COURT: BUT DAY-TO-DAY I'LL ORDER HIM TO RETURN,
22 BUT TWO HOURS IS TOO LONG, IF PLAINTIFF IS TAKING ONE HOUR,
23 THEN [KWR*] I DON'T UNDERSTAND WHY YOU NEED TWO HOURS.

24 MR. STEIN: I WOULD NEED ONE HOUR.

25 THE COURT: DAY-TO-DAY TO COMPLETED.

26 MR. STEIN: HOLD ON THAT'S NOT POINT FORGIVE ME,
27 IT'S NOT DAY-TO-DAY RETURN TO COMPLETED IT'S TO RETURN AS
28 PART OF MY CASE IN CHIEF.

1 THE COURT: OKAY SO HE NEEDS TO BE ON CALL
2 BASICALLY, I NEEDS TO BE ON CALL.

3 MR. STEIN: (DITTO).

4 THE COURT: OTHERWISE HE'S ORDERED TO RETURN EVERY
5 DAY AND I'M SURE HAD HE DOESN'T WANT TO DO THAT.

6 MR. FORDYCE: AND SAME FOR CARMELO.

7 MR. STEIN: (DITTO).

8 THE COURT: [HREFTS] NOT -- I'LL GIVE YOU A WARNING
9 IF YOUR CROSS-EXAMINATION IS AN HOUR NOW I'M ASSUMING YOUR
10 REBUTTAL IS GOING TO BE TRUE REBUTTAL AND IT'S NOT GOING TO
11 BE JUST [AOE] REHASH BECAUSE I WON'T LET THAT [HAB].

12 MR. STEIN: IT'S NOT A REHASH AT ALL.

13 THE COURT: WELL IF IT [STAORTS] LOOK THAT WAY, I'M
14 GOING TO SHUT IT DOWN SO MAKE SURE HAD YOU -- AND ITEM I'M
15 NOT COMMITTING THAT YOU CAN CALL HIM FOR ANOTHER HOUR IN YOUR
16 CASE, WE'LL SEE WHAT IT IS THAT THEY'RE GOING TO SAY BUT
17 OKAY. I JUST DON'T WANT TO REHASH, THAT'S ALL.

18 MR. STEIN: OKAY.

19 THE COURT: AND [SEUPL].

20 MS. IBARRA: DIANNA SIMENTAL.

21 THE COURT: SHE WAS 20 MINUTES.

22 MS. IBARRA: YEAH SHE'S GOING TO BE 20 MINUTES,
23 YEAH.

24 THE COURT: EACH SIDE.

25 MS. IBARRA: EACH SIDE.

26 MR. STEIN: I THINK I FINALLY FOUND THE PROBLEM.

27 THE COURT: YOU'RE STILL TRYING TO PRINT AT THAT
28 REDACTED LETTER.

1 MR. FORDYCE: YES YOUR HONOR.

2 MS. IBARRA: IT'S MORE LIKE A MEMO I WOULD SAY.

3 THE COURT: OKAY LET ME ASK THE PLAINTIFF, IT SOUNDS
4 LIKE THE [TK*EFTS] DEFENSE HAS REDACTED OR GRIEVED TO THE
5 REDACTIONS SO WHAT ARE THE ISSUES.

6 MS. IBARRA: THE REDACTIONS ARE NOT SUFFICIENT, I
7 THINK THAT ESPECIALLY GIVEN WHAT HIS TESTIMONY IS GOING TO BE
8 [TOFD] THAT IT'S BASICALLY JUST ABOUT HIS INTERACTION [W-Z]
9 MR. STEIN AS A LAWYER, I'M NOT REALLY SURE WHAT THE
10 CHRONOLOGY HAS TO DO WITH THAT, LIKE ALLEGATIONS OF TRAVELS
11 TO SYRIA, ET CETERA ET CETERA.

12 THE COURT: RIGHT THOSE THINGS SHOULD BE OUT.

13 MS. IBARRA: BUT ALSO THE ANTI-SEMETIC WHICH HE
14 ALREADY ADDRESSED BEFORE SO I'M NOT SURE WHAT'S NEW IF HERE,
15 I'M NOT REALLY SURE WHAT'S NEW IN HERE TO BE THAT'S
16 PERTINENT.

17 THE COURT: LET ME SEE THE DOCUMENT. LET ME SEE THE
18 UNREDACTED VERSION AND GIVE ME THE REDACTED VERSION.

19 MR. STEIN: YEAH LET ME PRINT THEM BOTH OUT AND WE
20 MAY HAVE TO DO THIS AT A LATER POINT.

21 THE COURT: WELL YOU CAN'T ASK HIM ABOUT IT IF IT
22 HASN'T BEEN ADDRESSED SO --.

23 MR. STEIN: OH ABSOLUTELY, YEAH, I UNDERSTAND THAT
24 YOUR HONOR. I'M A LITTLE BIT UNDER --.

25 THE COURT: YOU'RE HAVING PROBLEMS WITH YOUR PRINTER
26 IS IT CONNECTED.

27 MR. STEIN: NO, IT'S NOT THE [PWREUPBT]-ER, IT'S THE
28 REDACTION.

1 THE COURT: WELL GIVE ME THE UNREDACTED VERSION, IS
2 THAT --.

3 MR. STEIN: YEAH THE UNREDACTED VERSION I CAN GIVE
4 YOU RIGHT NOW AND THEN [HEUBG] TELL YOU WHICH VERSIONS ARE
5 REDACTED.

6 THE COURT: WELL JUST GIVE ME THE UN [R*E] [TKABG]-D
7 AND THEN WE CAN [TA*BG] TALK ABOUT IT. ALTHOUGH HE MIGHT
8 COME ON THIS MORNING, DO YOU HAVE DUNLAP SECOND OR CARMELO
9 SECOND.

10 MS. IBARRA: DUNLAP SECOND AND HE'LL BE THE LONGER
11 BETWEEN HIM AND CARMELO AND IF WE HAVE EXTRA TIME THEN WE'LL
12 START POLANCO TODAY. AND TODAY IS JUST STEIN AS A LAWYER
13 BASICALLY.

14 THE COURT: YOU MEAN IN TERMS OF TOPIC.

15 MS. IBARRA: IN TERMS OF TOPIC IS JUST LAWYER ADVICE
16 AND ISSUES.

17 THE COURT: OKAY. WELL DO YOU HAVE AN UNREDACTED
18 VERSION, WE'RE HAVING TROUBLE PRINTING.

19 MS. IBARRA: I HAVE AN UNREDACTED VERSION, I HAVE AN
20 UNREDACTED VERSION IN THE PRINTER AS WELL.

21 MR. STEIN: I THINK I SEE WHAT HAPPENED.

22 MS. IBARRA: IT'S NOT CONNECTED.

23 THE COURT: I THINK YOUR COMPUTER IS HAVING
24 PROBLEMS. CONNECTION, PAPER.

25 MR. FORDYCE: IT JUST PRINTED TWO THINGS.

26 MS. IBARRA: I CAN LET YOU LOOK AT IT IN THE
27 COMPUTER.

28 MR. STEIN: THE SENSOR LOST CONTACT WITH IT.

1 THE COURT: THINGS ARE SO TESTIMONYMENT TALLEY,
2 THESE ELECTRONICS.

3 MR. FORDYCE: AND BOY DO WE DEPEND ON THEM.

4 MR. STEIN: SO I BELIEVE THAT'S ONLINE NOW AND NOW
5 LET'S TRY THE UNREDACTED VERSION.

6 MR. FORDYCE: I THINK HER HONOR HAS THE UNREDACTED
7 VERSION AS EXHIBIT 5 19 IN THE BINDERS.

8 MS. IBARRA: THAT'S RIGHT IT IS.

9 THE COURT: FIVE 19.

10 MR. FORDYCE: YES YOUR HONOR.

11 THE COURT: ALL RIGHT. YEAH I THINK I RECALL HAVING
12 SEEN IT.

13 MR. FORDYCE: YES.

14 THE COURT: BUT I THOUGHT IT WAS REDACTED BUT.

15 MS. IBARRA: I HAVE A REDACTED VERSION.

16 THE COURT: I'LL TAKE A LOOK AT FIVE 19. NOW THIS
17 IS -- WHAT FIVE 19 IS IT IS A CHRONOLOGY BUT THAT'S --.

18 MS. IBARRA: IS IT STEIN CHRONOLOGY OF COUNSEL
19 CONFLICT 2006.

20 THE COURT: CONFLICT.

21 MS. IBARRA: THAT'S IT YOUR HONOR.

22 THE COURT: THIS DOESN'T INDICATE IT'S A LETTER.

23 MS. IBARRA: NO IT WAS ATTACHED TO THE AN E-MAIL TO
24 MR. -- IT WAS AN ATTACHMENT FROM MR. STEIN TO THE INVESTORS
25 SO IT SORT OF NEEDS THE E-MAIL IN ORDER TO INDICATE.

26 THE COURT: RIGHT WHAT.

27 MS. IBARRA: WHAT IT IS.

28 THE COURT: AS OPPOSED TO IN RANDOM CHRONOLOGY.

1 EVEN ASSUMING IT COMES IN YOU'D HAVE TO PUT THE FULL CONTEXT
2 IN.

3 MR. STEIN: WELL ONCE AGAIN HE'S COMING BACK, I
4 COULD ALWAYS ADDRESS IT THERE BECAUSE I DON'T WANT TO DELAY
5 THE COURT BECAUSE OF COMPUTER PROBLEMS.

6 MS. IBARRA: I MEAN WHAT I ANTICIPATE IS THAT
7 COUNSEL IS GOING TO WANT DO HIS CROSS ON THE -- YOU KNOW THE
8 STEIN AS LAWYER ISSUES, I THINK THAT'S GOING TO TAKE ENOUGH
9 OF HIS TIME AS MY TIME ON DIRECT.

10 MR. STEIN: AGAIN YOUR HONOR I THINK I CAN SPEAK FOR
11 MYSELF ON WHAT I WANT TO DO.

12 THE COURT: THIS IS PROBLEMATIC.

13 MR. STEIN: ONCE AGAIN, WE'VE ELIMINATED -- WE'VE
14 ELIMINATED ALL THE REFERENCES TO HEZBOLLAH, WE'VE LEFT IN THE
15 ANTI-SEMETIC [TEUZ] MANY AT THE START [PWA*UPS] BECAUSE ONCE
16 AGAIN WE'RE TRYING TO SEE WHY SMDC DID NOT GET PAID AND I
17 THINK IT'S --.

18 THE COURT: YOU THINK HE SAID SOMETHING TO YOU THAT
19 MADE YOU THINK THAT'S THE REASON YOU SHOULD BE ALLOWED TO
20 EXPLORE IT BUT SOME OF THESE OTHER THINGS ARE TOO
21 PREJUDICIAL.

22 MR. STEIN: WELL WE ALSO HAVE THE FACT THAT I HAD TO
23 HIRE A LAWYER FOR THE [PAEUT] TREE [OT] ACT TO FROM
24 WASHINGTON, D.C..

25 THE COURT: WELL WHAT DO YOU MEAN YOU HAD TO HIRE,
26 DO YOU HAVE A LETTER FROM DOJ OR SOMETHING THAT SAID I HAVE
27 TO HIRE A LAWYER.

28 MR. STEIN: NO NO.

1 THE COURT: BECAUSE SOMEBODY IS COMMITTING A
2 VIOLENCE OF THE PATRIOT ACT.

3 MR. STEIN: NO, I DIDN'T WAIT FOR A WELLS LETTER
4 FROM THE DOJ YOUR HONOR.

5 THE COURT: WELL IF YOU DON'T HAVE THAT THEN THAT
6 LEAVES THAT SOMETHING NOT TO BE EX MARRIED.

7 MR. STEIN: WELL IF THE COURT WILL SEE THE
8 REDACTIONS IF I CAN GIVE THE FIRST COPIES TO THE COURT SO THE
9 COURT CAN BEGIN. AND BY THE WAY IT'S VERY SIMPLE TO ADD A
10 REDACTION ON THE COMPUTER.

11 MR. FORDYCE: AND YOUR HONOR WHILE YOU'RE LOOKING AT
12 THAT, MAY I PUT THE SCREEN UP, I REALIZED THAT'S THE ONE
13 THING I FORGOT TO DO.

14 THE COURT: NODS.

15 MR. STEIN: AND THEN I HAVE REDACTED TWO, DO YOU
16 WANT TO SAY THE REDACTED TWO VERSION.

17 THE COURT: NO I'LL LOOK AT THIS ONE.

18 MR. STEIN: WE WON'T TRY OUR LUCK. AND THIS IS --
19 THIS IS THE SAME VERSION I SENT YOU LAST NIGHT.

20 MS. IBARRA: THIS MORNING ACTUALLY.

21 MR. STEIN: THIS MORNING, YES UH-HUH.

22 THE COURT: BY THE WAY, YOU'LL HAVE TO PUT THIS IN
23 CONTEXT THAT THIS WAS SENT -- I NEED TO SEE THE E-MAIL
24 PRINTED AND ATTACHED TO THIS DOCUMENT THAT --

25 MR. STEIN: OH SURE.

26 THE COURT: -- THIS WAS BEING PROVIDED TO THE LIBRA
27 INVESTORS. IT CAN'T BE YOUR CHRONOLOGY, IT HAS TO BE
28 COMMUNICATION WITH LIBRA.

1 MR. STEIN: I THINK THAT'S 519, THIS IS 520.

2 MS. IBARRA: YOUR HONOR DO YOU WANT TO SEE THE
3 REDACTED VERSION.

4 THE COURT: YES.

5 MR. STEIN: LET ME PRINT IT OUT FOR THE COURT.

6 THE COURT: WHAT IS IT THAT YOU CLAIM ARE THE
7 ANTI-[SEPLT] COMMENTS YOU'RE MAKING.

8 MR. STEIN: YOU'RE MY FAVORITE JEW IS A GOOD ONE,
9 IT'S OKAY YOU'RE A JEW BECAUSE YOU'RE AH LAWYER AND
10 [SKWRAOUZ] MAKE GOOD LAWYERS, FOUR OR FIVE ALONG THOSE LINES,
11 REPEATED MAYBE A DOZEN TIMES EACH UNTIL I [BANNED | BAND] HIM
12 FROM MY OFFICE OTHER THAN TRIBAL COUNCIL MEETINGS AND THAT'S
13 ONE REASON WHY SMDC WAS NOT PAID, DIFFERENT FROM THE REASONS
14 THAT WE'VE SEEN HERE AND HERE'S THE E-MAIL, NELLI.

15 MR. FORDYCE: THIS IS EXHIBIT 6 48 YOUR HONOR.

16 MS. IBARRA: YES.

17 THE COURT: IS THIS THE E-MAIL THAT WAS A- [TA*FPD].

18 MR. STEIN: YES IT [S*ES] SAYS.

19 THE COURT: DID YOU WANT TO TAKE A LOOK, DID YOU
20 LOOK AT IT.

21 MS. IBARRA: YES I'VE SEEN IT AND THAT IS THE E-MAIL
22 THAT ATTACHED THE CHRONOLOGY.

23 THE COURT: A- [KROT] THE CHRONOLOGY.

24 MS. IBARRA: IT SAYS ATTACHED OUR DETAILED
25 CHRONOLOGY IN THE FLOW FENCE AGREEMENT THAT WAS NOT --
26 THERE'S ALSO A FLOW FENCE AGREEMENT THAT'S NOT ATTACHED BUT
27 THAT'S FINE.

28 MR. STEIN: SO WE WILL PUT THE TWO EXHIBITS

1 TOGETHER.

2 THE COURT: WELL I'M TRYING TO FIGURE OUT.

3 MR. STEIN: SO WHAT I'LL DO WHILE I'M WAITING FOR
4 YOU IS SIMPLY INCORPORATED IN THE REDACTED VERSION THE E-MAIL
5 THAT IS EXHIBIT 6 48 SO THAT IS ONE EXHIBIT NOW. SO NOW FIVE
6 19 REDACTED NOW HAS THAT E-MAIL AS THE FIRST PAGE AND THEN WE
7 CAN REDACT FURTHER SO THAT WHAT COMES UP ON THE SCREEN IS
8 EXACTLY WHAT THE COURT WANTS.

9 THE COURT: ARE THEY HERE.

10 {MIDDLE}: YES YOUR HONOR.

11 THE COURT: YOU'RE MISSING A PAGE FROM YOUR DOCUMENT
12 PLAINTIFF.

13 MS. IBARRA: OH FROM MY REDACTION.

14 THE COURT: YES. THERE'S SUPPOSED TO BE TWO OR
15 THREE MORE PAGES TO IT.

16 MS. IBARRA: OH THE COPY I HAVE IS ONLY FOUR PAGES.

17 MR. FORDYCE: MONTH IT'S SHORT.

18 MS. IBARRA: HOW LONG IS YOURS.

19 MR. STEIN: EIGHT.

20 MR. FORDYCE: WITH THE E-MAIL IT MIGHT BE EIGHT.

21 MS. IBARRA: SO MY REDACTED COPY IS ONLY FOUR PAGES,
22 THAT'S MY REDACTED COPY AS WELL.

23 MR. STEIN: AGAIN THAT'S HER PRIOR COUNSEL SEPTEMBER
24 IT TO HER. AND MAY I ADDRESS THE TRIP TO SYRIA YOUR HONOR.

25 THE COURT: I'M STILL READING. WELL WHY DON'T WE
26 BEGIN AND THEN IN THE MEANTIME I'LL BE LOOKING AT THIS, OKAY?

27 . DID WE FINISH WITH THE PRIOR WITNESS.

28 MS. IBARRA: WE DID.

1 THE COURT: WE DID, OKAY THANK YOU. YOU'RE GOING TO
2 CALL THE NEXT ONE WHO IS BE SIMENTAL.

3 MS. IBARRA: SIMENTAL.

4 MR. STEIN: MAY I EBBED ENTER THE WELL YOUR HONOR.

5 THE COURT: SURE.

6 (WHEREUPON THE JURY ENTERS THE COURTROOM.).

7 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
8 BC361307 GOOD MORNING EVERYBODY.

9 ALL COUNSEL AND JURY: GOOD MORNING.

10 THE COURT: COUNSEL, COUNSEL MAKE YOUR APPEARANCES.

11 MS. IBARRA: YES DELIA IBARRA ON BEHALF OF PLAINTIFF
12 GABRIELINO-TONGVA TRIBE.

13 MR. STEIN: JONATHAN STEIN, LAW OFFICES OF JONATHAN
14 STEIN ON BEHALF OF ST. MONICA DEVELOPMENT COMPANY WHICH IS A
15 DEFENDANT AND A CROSS COMPLAINANT AS WELL WE REPRESENT THE
16 CRANE GROUP WHICH IS A CROSS-COMPLAINANT, IT'S NOT A
17 DEFENDANT.

18 MR. FORDYCE: NIALL FORDYCE FOR STEIN DEFENDANTS.

19 THE COURT: THANK YOU, YOU MAY BE SEATED AND
20 PLAINTIFF YOU MAY CALL YOUR NEXT WITNESS.

21 MS. IBARRA: THE NEXT WITNESS IS DIANNA SIMENTAL.

22 THE COURT: OKAY THANK YOU. AND MS. SIMENTAL COME
23 FORWARD AND STAND BEHIND THE COURT REPORTER TO MY LEFT. FACE
24 THE CLERK TO MY RIGHT.

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

27 A. I DO.

28 THE CLERK: THANK YOU YOU MAY HAVE A SEAT. AND

1 MA'AM CAN YOU PLEASE STATE AND SPELL YOUR FIRST AND LAST NAME
2 FOR THE RECORD?

3 A. MY [TPHAEURT] NAME IS DIANA THE [STEUTD] DI A N N A,
4 MY LAST NAME IS SIMENTAL IT'S S I N M E N T A L CLERK [KHERBG]
5 THANK YOU.

6 THE COURT: THANK YOU YOU MAY BEGIN.

7 Q. BY MS. IBARRA: GOOD MORNING MS. SIMENTAL?

8 A. GOOD MORNING.

9 Q. ARE YOU FAMILIAR WITH MR. JONATHAN STEIN?

10 A. YES, I AM.

11 Q. CAN YOU DESCRIBE HOW YOU CAME TO MOW HIM?

12 A. ACTUALLY THIS WAS MUCH DISCUSSION WITH OUR COUNCIL
13 IN REFERENCE TO MR. STEIN IN OUR MEETING THAT WE HAD, UP TO
14 THAT POINT THEN HE WAS BROUGHT INTO ONE OF OUR COUNCIL
15 MEETINGS TO WESTBOUND HE INTRODUCED HIMSELF AND I DIDN'T EVEN
16 KNOW WHO HE WAS UP TO UNTIL THAT POINT.

17 Q. SO CAN I ASK YOU WHO YOUR COUNSEL WAS?

18 A. OUR COUNSEL WAS -- OUR CHAIRPERSON WAS JIM VELASQUES
19 AND THEN WE HAD SAM DUNLAP WAS NOT OUR COUNCIL, PATRICIA
20 NEMINSKI. AT THAT POINT WHEN JONATHAN STEIN CAME IN IT WAS
21 DAVID, I DON'T KNOW WHAT HIS LAST NAME IS, BUT HE WAS
22 PATRICIA NEMINSKI'S COUSIN. I DON'T RECALL THE OTHERS THAT
23 WERE ON THE COUNCIL AT THIS POINT.

24 Q. DO YOU RECALL THE YEAR?

25 A. AT THE POINT THAT JONATHAN STEIN CAME IN IT WAS
26 PROBABLY THE EARLY 2000S, 2001 APPROXIMATELY.

27 Q. OKAY. AND HOW MANY TIMES DID YOU MEET HIM DURING
28 THAT TIME?

1 A. WE ONLY MET HIM ONE TIME WHEN I WAS PRESENT, [-S]
2 THAT WAS THE FIRST TIME I HAD SEEP HIM WHEN HE CAME IN AND
3 INTRODUCED HIMSELF.

4 Q. WAS THAT THE SAME DAY THAT HE BROUGHT IN A COPY OF
5 THE CONTRACTOR THE DOCUMENT THAT HE WANTED YOU TO SIGN?

6 A. NO.

7 Q. SO --?

8 A. THAT CAME LATER.

9 Q. (DITTO).

10 A. YES.

11 Q. SO YOU MET HIM MORE THAN ONCE [-FRPBL] YES.

12 Q. HOW MANY TIMES DID YOU MEET HIM BEFORE YOU WERE
13 PRESENTED THIS AGREEMENT?

14 A. I ONLY SEEP HIM ONE TIME AT A MEETING AND THAT ONE
15 TIME WAS A SURPRISE THAT I WASN'T EXPECTING HIM TO BE THERE,
16 IN FACT NONE OF US WERE AND COUNCIL EXPECTING HIM TO BE THERE
17 AND JIM VELASQUES BROUGHT HIM IN WITH ALL THIS PAPERWORK THAT
18 I WASN'T AWARE OF THAT WAS PRESENTED IN FRONT OF US AND WE
19 DIDN'T HAVE TOO MUCH TIME TO READ IT BECAUSE BETWEEN JIM AND
20 JONATHAN STEIN THEY WANTED US TO SIGN WHATEVER THAT PAPERWORK
21 WAS AND I LOOKED AT THE AGREEMENT THAT WAS SET BEFORE US AND
22 THEY JUST WANTED US TO SIGN IT AND I WANTED TO READ IT AND
23 THEN I HAD QUESTIONS ABOUT IT AND JIM VELASQUES GOT VERY
24 DISTURBED WITH THE QUESTIONS I WAS ASKING AND STEIN DID TOO
25 AT THAT POINT AND I DIDN'T WANT TO SIGN THE PAPERWORK AND I
26 LET IT BE [KNOWN|NO ONE] I DIDN'T WANT TO SIGN IT.

27 Q. OTHERS HAVE SAID THAT YOU TOOK THIS AGREEMENT HOME
28 WITH YOU, IS THAT WHAT YOU REMEMBER?

1 A. I DON'T -- I DON'T RECALL TAKE [T-G] HOME WITH ME
2 BECAUSE IT WAS GIVEN RIGHT BACK TO JONATHAN STEIN AT THAT
3 MEETING. IT WAS COLLECTED AT THE MEETING.

4 Q. OH. SO YOU DIDN'T ACTUALLY TAKE IT HOME?

5 A. NO HUH-UH.

6 Q. DID YOU -- DID YOU TRY TO READ IT AT THE MEETING?

7 A. I DID TRY TO READ IT AT THE MEETING BUT AGAIN WE
8 WEREN'T GIVEN MUCH TIME TO HAVE READ IT AND I WANTED TO GO
9 OVER WHAT WAS IN THERE VERY CAREFULLY AND BECAUSE THEY
10 WEREN'T GIVING US ENOUGH TIME TO HAVE READ THE INFORMATION,
11 IT WAS -- I DIDN'T GET TO READ EVERYTHING, I WAS JUST KIND OF
12 SCANNING OVER IT TO SEE WHAT WAS THERE AND I DID HAVE
13 QUESTIONS IN WHAT I DID SEE.

14 Q. DO YOU RECALL WHAT SOME OF THOSE QUESTIONS WERE?

15 A. I DID LET THEM KNOW THAT I DID NOT AGREE WITH THAT
16 AGREEMENT AND WHAT I HAD READ. AS TO WHAT EXACTLY IT WAS AT
17 THIS POINT I DON'T RECALL BUT THERE WAS CERTAIN POINTS IN
18 THAT AGREEMENT THAT I DIDN'T AGREE ON AND I LET MR. JONATHAN
19 STEIN KNOW THAT AND I LET JIM VELASQUES KNOW THAT AND THAT'S
20 WHEN IT GOT A LITTLE -- TO THE POINT WHERE NEITHER 16 THEM
21 APPRECIATED MY QUESTIONS.

22 Q. OH. WHAT DO YOU MEAN AND WHAT GAVE YOU AN
23 INDICATION THAT THEY DIDN'T APPRECIATE YOUR QUESTIONS?

24 A. JIM VELASQUES [KPAEUPL] OUT AND SAID THAT IF THEY
25 WERE NOT AGREEABLE WITH WHAT WAS PRESENT [TPH-D] FRONT OF US
26 AND IF WE DIDN'T SIGN IT THAT WE WOULD BE RELEASED FROM THE
27 COUNCIL.

28 Q. AND WHO DID HE DIRECT THOSE COMMENTS TO BESIDES

1 YOURSELF?

2 A. PATRICIA NEMINSKI AND DAVID, HER COUSIN DAVID, THAT
3 WAS DIRECTED TO THE THREE OF US BECAUSE WE DISAGREED.

4 Q. OKAY. SO -- AND BEFORE THIS DATE, HAD YOU EVER BEEN
5 AT A COUNCIL MEETING WHERE YOU WERE PRESENTED WITH A STACK OF
6 DOCUMENTS TO SIGN?

7 A. UP TO THIS POINT, NO EXCEPT FOR OUR MEETING MINUTES
8 THAT WE HAD. THERE WAS RESOLUTIONS THAT JIM VELASQUES HAD
9 PUT TOGETHER THAT HE HAD US LOOK OVER AND SIGN AND THAT
10 WAS -- THOSE ARE THE ONLY ONES THAT I'M AWARE OF AT THIS
11 POINT THAT WERE SIGNED.

12 Q. WHAT WAS THE -- DO YOU REMEMBER THE NATURE OF THE
13 RESOLUTIONS THAT MR. VELASQUES WOULD HAVE YOU SIGN?

14 A. *WHAT I RECALL IS THAT ON ONE OF THEM IT WAS TO
15 WHERE HE WAS GOING TO GET THE WANENOS AND DIOGUENOS TOGETHER
16 AND MAKE US ONE BAND OF INDIANS AND I DON'T RECALL THE
17 REMAINDER OF IT, BUT HE WAS GOING TO GET ALL OF THESE
18 TOGETHER, ALL BAND OF INDIANS TOGETHER*.

19 Q. *JUST FOR CLARIFICATION, THE DIOGUENOS, THE GUANENOS
20 AND THE GABRIELINOS*?

21 A. YES.

22 Q. AND TO YOUR KNOWLEDGE, WERE THOSE RESOLUTIONS
23 PREPARED BY A LAWYER OR WERE THEY PREPARED BY MR. VELASQUES?

24 A. I --.

25 MR. STEIN: OBJECTION RELEVANCY.

26 THE COURT: OVERRULED?

27 A. I DON'T RECALL AS TO WHERE JIM VELASQUES, WHO HE HAD
28 PREPARED THOSE RESOLUTIONS. I KNOW THERE WAS A LOT OF THINGS

1 THAT WERE DONE THAT WERE NOT DONE AND PRESENTED TO THE
2 COUNCIL AND THEY WERE [DO NOT | DONE] LIKE IN SECRET YOU MIGHT
3 SAY. HE DID A LOT OF THINGS THAT THE COUNCIL DIDN'T KNOW
4 ANYTHING ABOUT AND WE AT ONE POINT MADE IT A POINT TO BRING
5 IT TO OUR COUNCIL THAT IT WAS ONLY FAIR THAT ALL OF [UFS]
6 WOULD KNOW WHAT WAS GOING ON WHEN IT WAS HAPPENING AND NOT TO
7 PUT -- DO IT WITHOUT US -- WITHOUT OUR KNOWLEDGE.

8 Q. SO [THAOZ] WERE IN SECRET, HOW DID HE MEMORIALIZE
9 THEM, HOW DID HE DOCUMENT THESE ACTIONS THAT HE WAS TAKING.

10 MR. STEIN: OBJECTION VAGUE AS TO NOT BEING --.

11 THE COURT: HIM MEANING VELASQUES.

12 MS. IBARRA: YES MR. VELASQUES.

13 MR. STEIN: AND TIME AND WHAT THE SUBJECT MATTER IS.

14 MS. IBARRA: MS. SIMENTAL YOU'RE REFERRING TO
15 CERTAIN ACTION THAT'S WERE TAKEN BY MR. VELASQUES THAT YOU
16 SAID WERE IN SECRET?

17 A. YES.

18 Q. SO I'M ASKING --.

19 MR. STEIN: OBJECTION VAGUE THESE ARE NOT ACTION
20 THAT'S HAVE TO DO WITH THE SMDC AGREEMENT THAT'S WHAT I'D
21 LIKE TO.

22 THE COURT: OVERRULED.

23 MS. IBARRA: I'M ASKING HOW HAD YOU CAME TO FIND OUT
24 ABOUT THEM, WERE THEY DOCUMENTED SOMEHOW AND IS THAT HOW YOU
25 DISCOVERED THEM?

26 A. THEY WERE DOCUMENTED AT ONE POINT AND IT WAS IN OUR
27 MINUTES AND ALSO BY OTHER COUNCIL MEMBERS THAT WERE -- THAT
28 CAME -- THAT IT DISCUSSION WITH JIM AND HE HAD PRESENTED TO

1 THEM THAT HE WAS DOING THIS PIECE AND THEN IT WAS BROUGHT TO
2 THE REST OF US BECAUSE THAT ONE COUNSEL MEMBER KNEW ABOUT IT
3 THEN AND I HAD ALSO HAD CONVERSATIONS WITH JIM AS TO WHAT WAS
4 GOING ON BECAUSE OF DIFFERENT PEOPLE COMING TO ME AND WANTING
5 TO KNOW IF I KNEW CERTAIN THINGS AND OF COURSE I DIDN'T SO I
6 WENT TO JIM VELASQUES AND HE SAID THAT HE DIDN'T KNOW
7 ANYTHING ABOUT IT. SO I JUST KIND OF WAS LEFT IN THE DARK AT
8 THAT POINT.

9 MR. STEIN: YOUR HONOR MOTION TO STRIKE, THIS
10 DOESN'T HAVE -- THIS IS NOT THE SMDC AGREEMENT THAT SHE'S
11 TALKING ABOUT, SHE'S TALKING ABOUT UNRELATED MATTERS.

12 MS. IBARRA: IT'S RELEVANT --.

13 THE COURT: WE DON'T PHOTOGRAPH WHAT SHE IS, TO
14 OTHER SECRET ACCOUNTS, SHE DOESN'T KNOW, NOTHING CONFIRMED.

15 Q. BY MS. IBARRA: SO IF I'M UNDERSTANDING YOUR
16 TESTIMONY, YOU FOUND OUT ABOUT IT THROUGH WORD OF MOUTH OR
17 ORALLY?

18 A. YES.

19 MR. STEIN: OBJECTION VAGUE.

20 MS. IBARRA: BUT.

21 THE COURT: OVERRULED.

22 Q. BY MS. IBARRA: BUT IT WAS NOT NECESSARILY WRITTEN
23 DOWN?

24 A. YES.

25 Q. SO A LOT OF THE CONDUCT OF YOUR TRIBE UP UNTIL THAT
26 POINT WAS NOT NECESSARILY DOCUMENTED OR WRITTEN DOWN?

27 A. YES.

28 MR. STEIN: OBJECTION; VAGUE AS TO THAT POINT.

1 THE COURT: OVERRULED.

2 Q. BY MS. IBARRA: SO THE FIRST TIME MR. STEIN BROUGHT
3 IN THIS CONTRACT WAS THE FIRST TIME YOU'D SEEN THIS VOLUME OF
4 DOCUMENTS?

5 A. YES, YES, IT WAS.

6 Q. DID YOU FEEL THAT YOU UNDERSTOOD WHAT WAS CONTAINED
7 IN THOSE DOCUMENTS?

8 A. NO.

9 Q. AND WHAT WAS YOUR -- WHAT WAS YOUR VOTE ON THE
10 RESOLUTION ADOPTING THE CONTRACT?

11 A. I DON'T RECALL WHAT THE VOTES WERE AT THIS POINT.

12 Q. I'M JUST ASKING ABOUT YOUR VOTE?

13 A. OH MY VOTE. I DIDN'T WANT TO SIGN THE RESOLUTIONS,
14 I DIDN'T WANT TO SIGN ANYTHING THAT CAME FROM JONATHAN STEIN.

15 Q. DO YOU RECALL IF YOU VOTED -- IF YOU SIGNED IT?

16 A. I DID SIGN IT UNDER DURESS.

17 Q. YOU DID SIGN IT UNDER DURESS. COUNSEL CAN WE HAVE
18 569 UP. IN THE MEANTIME, I'M GOING TO ASK YOU, DID YOU HAVE
19 LEGAL COUNSEL OR A LAWYER REPRESENT YOU?

20 A. NO.

21 Q. YOU DID NOT?

22 A. I DID NOT.

23 Q. DO YOU KNOW WHO STEVE OTTO IS?

24 A. I JUST RECALL HIM FROM BEING MENTIONED IN OUR
25 MEETINGS THAT WE HAD AND THAT HE HAD TURNED DOWN THE REQUEST
26 FROM JIM VELASQUES TO BE OUR COUNSEL DUE TO JONATHAN STEIN
27 AND I DON'T RECALL ALL THAT WAS INVOLVED IN THAT PARTICULAR
28 LETTER THAT WAS GIVEN TO ALL OF THE COUNCIL AT THAT POINT BUT

1 I DO KNOW THAT THAT LITTLE PIECE THAT'S WERE -- THAT I CAN
2 RECALL FROM THAT LETTER.

3 Q. WERE YOU AWARE THAT MR. OTTO HAD REJECTED THE
4 REPRESENTATION OF THE TRIBE BEFORE YOU ENTERED INTO -- BEFORE
5 YOU SIGNED OR DIDN'T SIGN THIS AGREEMENT?

6 A. NO, I DIDN'T. WELL LET ME TAKE THAT BACK. YES,
7 THAT LETTER WAS PRESENTED TO US BEFORE JONATHAN STEIN CAME IN
8 WITH THE DOCUMENTS AND THAT WAS ONE OF THE THINGS THAT WE
9 WANTED, WE WANTED TO HAVE OTHER REPRESENTATION TO GO OVER THE
10 DOCUMENTS BUT IT WAS REFUSED FOR US TO HAVE REPRESENTATION AT
11 THAT POINT.

12 Q. WHAT DO YOU MEAN IT WAS REFUSED?

13 A. BECAUSE I BROUGHT IT TO JIM VELASQUES' ATTENTION
14 THAT WE NEEDED TO HAVE OTHER REPRESENTATION TO GO OVER THE
15 DOCUMENTS TO MAKE SURE THAT WHAT WE'RE SIGNING WAS CORRECT
16 AND WAS TRUE AND WHAT I BROUGHT IT TO JIM VELASQUES'
17 ATTENTION HE SAID THAT HE WOULD TALK TO JONATHAN STEIN ABOUT
18 IT AND THEN IT WAS NEVER BROUGHT FORTH AFTER THAT.

19 Q. OKAY. SO LET'S LOOK AT THE 569. DOES THIS LOOK
20 FAMILIAR TO YOU, MADAM?

21 A. YES I RECEIVED A COPY OF THAT.

22 Q. IS THIS WHAT YOU RECALL AS BEING THE DOCUMENT THAT
23 WAS PRESENTED TO YOU IN THAT MEETING WITH JONATHAN STEIN?
24 THIS MAY NOT BE THE DATE BUT SOMETIME AROUND 2001?

25 A. THAT WAS PRESENTED TO US PRIOR TO JONATHAN STEIN
26 GIVING US ALL THAT PAPERWORK THAT WE NEEDED TO SIGN.

27 Q. SO THIS WAS SEPARATE?

28 A. YES.

1 Q. SO THE CONTRACT WAS SEPARATE?

2 A. UH-HUH.

3 Q. SO DID YOU TAKE THIS HOME?

4 A. NO.

5 Q. SO IT WAS PRESENTED TO YOU BUT YOU WEREN'T A- LADDER
6 TO TAKE IT HOME?

7 A. RIGHT.

8 Q. SO IT WAS PRESENTED TO YOU AT A PRIOR MEETING?

9 A. RIGHT. WELL THIS HERE IS ACTUALLY THE DOCUMENT THAT
10 WAS PRESENTED WHEN JONATHAN STEIN CAME IN TO GIVE US ALL
11 THOSE DOCUMENTS TO SIGN.

12 Q. YEAH, I'M ASKING IF IT WAS PRESENTED TO YOU MORE
13 THAN ONCE?

14 A. NO.

15 Q. SO IT WAS JUST LIKE ONE TIME?

16 A. IT WAS JUST THAT ONE TIME.

17 Q. OKAY. SO I'M GOING TO SHOW YOU YOUR SIGNATURE TO
18 SEE IF YOU -- WELL I'M GOING TO SHOW YOU, SEE IF YOU
19 RECOGNIZE WHAT WAS REPRESENTED AS YOUR SIGNATURE. SO THIS IS
20 A SEPARATE DOCUMENT, DO YOU RECALL THIS ONE, THIS IS A
21 RESOLUTION?

22 A. YES THAT WAS PRESENTED TO US AT THAT TIME. YEP.

23 Q. DO YOU SEE YOUR SIGNATURE?

24 A. YES. AND I HAVE AN ARROW SAYING NO.

25 Q. SO DOES THIS REFRESH YOUR RECOLLECTION AS TO HOW YOU
26 VOTED THAT DAY?

27 A. NO; IT WAS EXACTLY HOW I VOTED ON THAT.

28 Q. I'M SORRY?

1 A. I VOTED NO ON THAT PARTICULAR ONE.

2 Q. AND THAT'S WHAT YOU REMEMBER?

3 A. YES.

4 Q. I'M GOING TO SHOW YOU AH LETTER TO SEE IF YOU
5 RECOGNIZE IT, YOU'VE ALREADY TESTIFIED ABOUT IT. CAN I SHOW
6 HER THE OTTO LETTER.

7 THE COURT: WHICH EXHIBIT.

8 MS. IBARRA: 16, IT WAS IDENTIFIED I BELIEVE
9 YESTERDAY.

10 THE COURT: OKAY.

11 MR. STEIN: WHAT EXHIBIT IS THIS.

12 MS. IBARRA: 16 THE OTTO LETTER.

13 MR. STEIN: EXHIBIT 16.

14 Q. BY MS. IBARRA: HAVE YOU SEEN THIS LETTER BEFORE?

15 A. YEAH THIS WAS A COPY OF THE LETTER THAT WAS GIVEN TO
16 MYSELF AND ANOTHER COUNCIL MEMBERS IN ONE OF OUR MEETINGS.

17 Q. WAS IT AFTER YOU HAD ALREADY VOTED ON THIS
18 AGREEMENT?

19 A. NO IT WAS BEFOREHAND. THIS WAS GIVEN TO US
20 BEFOREHAND.

21 Q. MA'AM, I'LL JUST -- CAN WE GO THROUGH THE DATES?

22 A. SURE.

23 Q. SO THIS IS DATED MARCH 8TH. OKAY SO LET'S LOOK AT
24 THE DATE ON -- AND THEN THIS IS DATED MARCH 4TH, THIS ALSO
25 REFLECTS MARCH 4TH?

26 A. OKAY.

27 Q. SO DO YOU STILL THINK THAT YOU RECEIVED IT BEFORE?

28 A. YES, I DO.

1 Q. OKAY. SO DO YOU HAVE AN EXPLANATION AS TO WHY THE
2 DATES ARE TIFF?

3 A. I DON'T HAVE AN EXPLANATION ON THAT.

4 Q. IS THERE POSSIBLY ANOTHER LETTER THAT YOU RECEIVED?

5 A. I DID HAVE -- GET ANOTHER LETTER, ANOTHER COPY OF A
6 LETTER AND THAT ONE I DON'T RECALL -- I DON'T RECALL THAT ONE
7 AS TO WHO IT CAME FROM BUT I DO KNOW THERE WAS ANOTHER LETTER
8 AND IT WAS SHORT.

9 Q. FROM MR. OTTO?

10 A. I BELIEVE IT WAS FROM MR. OTTO.

11 Q. SO YOU HAVE A RECOLLECTION OF THAT. WHAT IS -- DO
12 YOU RECALL WHAT THE SUBSTANCE OF THAT COMMUNICATION WAS?

13 A. NO, I DON'T AT THIS POINT, I DON'T RECALL THAT.

14 Q. BUT DO YOU RECALL THIS ONE?

15 A. YES, I DO RECALL -- THIS ONE THAT YOU GAVE ME?

16 Q. YES.

17 A. YES, YES I RECALL THAT ONE.

18 Q. SO DO YOU RECALL THAT HE -- WHAT DO YOU RECALL
19 ABOUT -- ANYTHING WHEN YOU GOT THIS LETTER?

20 A. I WAS SURPRISED THAT HE HAD BACKED OUT, THAT HE
21 WASN'T GOING TO REPRESENT US AND I WAS REALLY SURPRISED WITH
22 THAT, I HAD HEARD IN OUR MEETINGS THAT IT WAS BEING DISCUSSED
23 BUT I DIDN'T KNOW UNTIL I SEEN THIS LETTER THAT HE WAS
24 ACTUALLY GOING TO BE REPRESENTING US AND I WAS REALLY
25 SURPRISED.

26 Q. CAN YOU READ THE FIRST PARAGRAPH?

27 A. SURE. IT SAYS DEAR CHAIR MEN VELASQUES HONORABLE
28 MEMBERS OF THE TRIBAL MEMBERS OF THE GABRIELINO TONGVA AND

1 MR. STEIN, TO CONFIRM I CONVERSATION ABOUT WILL STEIN
2 YESTERDAY, I SAW YESTERDAY AFTERNOON FOR THE FIRST TIME
3 CERTAIN RESOLUTIONS THAT WERE PREPARED BY MR. STEIN'S OFFICE
4 AND PURPORTEDLY PASSED BY THE TRIBAL COUNCIL OF THE
5 GABRIELINO-TONGVA TRIBE, THE TRIBE, ON SUNDAY, MARCH 4TH,
6 2001, RESOLUTION NUMBER 2 ENTITLED CONTRACTUAL AGREEMENT
7 BETWEEN TRIBE AND TRIBAL -- AND TRIBAL GENERAL COUNSEL STEVE
8 OTTO AND RESOLUTION NUMBER 10 ENTITLED CONTRACTOR AGREEMENT
9 WITH SANTA MONICA DEVELOPMENT COMPANY LLC, A CALIFORNIA
10 LIMITED LIABILITY COMPANY, DEVELOPER, INCORRECTLY REFLECT MY
11 RELATIONSHIP WITH THE TRIBE AND THE SEQUENCE OF EVENTS
12 LEADING UP TO THE TRIBE'S APPARENT APPROVAL OF SAID AGREEMENT
13 WITH SANTA MONICA DEVELOPMENT.

14 Q. UP UNTIL THAT TIME DID YOU -- WAS IT YOUR IMPRESSION
15 THAT OF THE RESOLUTIONS HAD BEEN PREPARED BY MR. STEIN?

16 A. I DIDN'T KNOW THAT THE RESOLUTIONS UP TO THAT POINT
17 WERE PREPARED BY MR. STEIN, I THOUGHT THEY WERE PREPARED BY
18 JIM VELASQUES OR WHOEVER HE HAD PREPARE THEM, I DIDN'T KNOW
19 IT WAS MR. STEIN.

20 Q. OKAY. DID THIS LETTER FROM OTTO APPEAR TO INDICATE
21 THAT THEY WERE FROM [PHR-LT] STEIN?

22 A. YES.

23 Q. DID THAT [TPEUF] YOU AN IMPRESSION THAT THEY WERE
24 PREPARED BY HIM?

25 A. IT DOES GIVE ME THAT IMPRESSION, YES.

26 Q. DO YOU RECALL IT GAVE YOU THAT IMPRESSION WHEN YOU
27 READ IT ORIGINALLY IN 2001?

28 A. YES IT DID.

1 Q. OKAY. CAN YOU READ THE LAST -- IF YOU GO TO THE
2 SECOND PAGE, CAN YOU READ THE FIRST PARAGRAPH IN THE SECOND
3 PAGE?

4 A. I DID NOT PREPARE THE WRITTEN COMMENTS ON THE
5 PROPOSED AGREEMENT WITH SANTA MONICA DEVELOPMENT, JONATHAN
6 STEIN AND THE RESOLUTIONS, INSTEAD THE NEXT DAY ON FEBRUARY
7 26, 2001 I INFORMED THE TRIBE BY TELEPHONE CONVERSATION WITH
8 CHAIRMAN VELASQUES AND [PWEULT] CORRESPONDENCE TO THE TRIBAL
9 COUNCIL THAT I WOULD NOT BE REPRESENTING THE TRIBE [-FPL] THE
10 TRIBE THROUGH ITS TRIBAL COUNCIL APPARENTLY ELECTED TO
11 PROCEED ON MARCH 4TH, 2001 WITHOUT THE BENEFIT OF INDEPENDENT
12 COUNSEL IN A- [PHROFG] AND AGREEING TO THE AGREEMENT WITH
13 SANTA MONICA DEVELOPMENT COMPANY AND ANY OF THE 10 OR SO
14 TRIBAL COUNCIL RESOLUTIONS PREPARED THROUGH MR. STEIN'S
15 OFFICE.

16 Q. TO YOUR KNOWLEDGE, WHO ELSE VOTED AGAINST THIS?

17 A. THIS, THE RESOLUTIONS THAT JONATHAN STEIN STEIN
18 BROUGHT PREPARED AND BROUGHT TO OUR MEETING THERE WERE THREE
19 OF US THAT DISAGREED WITH IT.

20 Q. BESIDES YOURSELF IT WAS?

21 A. PATRICIA NEMINSKI AND DAVID, I DON'T RECALL HIS LAST
22 NAME.

23 Q. I'M TRYING TO FIND OUT WHO, DAVID VELASQUES?

24 A. YEAH DAVID VELASQUES.

25 Q. SO THERE'S NO SEPARATE LINE FOR HIM TO SIGN HERE
26 THOUGH?

27 A. RIGHT BECAUSE HE WAS BROUGHT INTO OUR COUNCIL PRIOR
28 TO THIS.

1 Q. AND WHEN DO YOU RECALL THAT MR. DUNLAP JOINED YOUR
2 TRIBAL COUNCIL?

3 A. HE WAS THERE PRETTY MUCH OF THE TIME THAT I WAS
4 THERE AND PROBABLY EVEN BEFORE THEN BECAUSE MR. JIM VELASQUES
5 HAD CONVERSATIONS WITH SAM DUNLAP QUITE SOME TIME TO MY EVEN
6 KNOW KNOWING [STKPW*] ABOUT WHAT JIM VELASQUES WAS DOING
7 BEFORE I CAME INTO THE COUNCIL.

8 Q. EXAM WHEN DID YOU COME INTO THE COUNCIL?

9 A. I CAME INTO THE COUNCIL IN 1998, I BELIEVE IT WAS
10 1998 BECAUSE I STARTED TAKING NOTES OF MY OWN AND I HAVE ALL
11 MY NOTES THAT I TOOK FROM THAT POINT FORWARD AND AT ONE POINT
12 I DIDN'T EVEN THINK I THEM UNTIL I WAS GOING THROUGH ALL MY
13 BOXES AND I FOUND THEM.

14 Q. WERE YOU ELECTED AT ANY POINT TO THIS TRIBAL
15 COUNCIL?

16 A. RIGHT AFTER I WOULD SAY PROBABLY IN PROBABLY 1998,
17 1998, '99, I WAS BROUGHT INTO THE COUNCIL.

18 Q. WAS THERE -- MY QUESTION WAS IF THERE WAS AN
19 ELECTION?

20 A. NOT BY THE MEMBERS, IT WAS DONE BY THE COUNCIL.

21 Q. AND YOU DON'T RECALL THAT ANY OF THE OTHER TRIBAL
22 COUNCIL PEOPLE WERE ELECTED?

23 A. NO.

24 Q. SO WHAT HAPPENED TO YOU AFTER -- SO YOU REFUSE TO
25 SIGN THIS?

26 A. YEAH.

27 Q. DID YOU MOVE FORWARD WITH THE TRIBAL COUNCIL?

28 A. NO.

1 Q. WHAT HAPPENED?

2 A. AFTER THIS, I WAS NEVER CALLED TO COME TO ANOTHER
3 MEETING AND THE ONLY MEETING THAT I WAS CALLED UPON WAS THE
4 ONE THAT VICTOR VELASQUEZ HAD AT HIS HOME WITHOUT JONATHAN
5 STEIN AND VICTOR VELASQUEZ. AND HE WANTED IT THAT WAY
6 BECAUSE HE WAS TRYING TO FIGURE -- OR THEY WERE TRYING TO
7 FIGURE OUT WHAT ARE WE GOING TO DO NEXT BECAUSE THEY CAME TO
8 A POINT AT THAT TIME THAT THEY WERE DISAGREEING WHAT JONATHAN
9 STEIN WAS STANDING FOR WITH OUR GROUP.

10 Q. DO YOU RECALL WHEN THESE SEPARATE MEETINGS WITH
11 VICTOR VELASQUEZ OCCURRED IT WAS PROBABLY ABOUT 2001, 2002,
12 SOMETHING LIKE THAT.

13 Q. BUT YOU NEVER HEARD FROM THIS TRIBAL COUNCIL
14 AGAIN?

15 A. NO. I WOULD GO AND HAVE CONVERSATIONS WITH JIM
16 VELASQUES BUT I NEVER KNEW THAT THEY WERE HAVING ANY MEETINGS
17 OR ANYTHING, [TKWREU] EVEN KNOW WHAT HAPPENED AFTER THAT.

18 Q. DID MR. STEIN EVER GIVE YOU NOTICE THAT THERE WERE
19 OTHER MEETINGS OCCURRING?

20 A. NOT TO MY KNOWLEDGE, I DIDN'T RECEIVE -- ANYTHING
21 THAT I RECEIVED, GRIN IT WAS FROM STEIN OR WHO IT WAS AND I
22 JUST IF YOU TELL ASIDE.

23 Q. WHAT DO YOU MEAN ANYTHING THAT YOU RECEIVED?

24 A. BECAUSE I DID RECEIVE MAIL AND AT THAT POINT I WAS
25 TOLD BY SOME OF OUR FAMILY MEMBERS THAT WERE ON THE COUNCIL
26 THAT STEIN WAS TRYING TO GET US BACK AND I'M THINKING WELL
27 WHY IS THAT AND THEY DIDN'T HAVE AN -- THEY DIDN'T KNOW AT
28 THAT POINT WHY HE WAS TRYING TO GET US ALL BACK AND THEY

1 ASKED ME IF I HAD BEEN RECEIVING LETTERS AND I SAID WELL I
2 HADN'T EVEN BEEN OPENING THE ENVELOPES, I WAS LET GO, I WAS
3 TOLD THAT IF I DIDN'T AGREE I WAS OUT OF THE COUNCIL AND SO I
4 HAVEN'T BEEN TOLD ABOUT ANY OTHER MEETINGS, AND THEY SAID
5 THEY THIS HAD MEETINGS AND SOME MEETINGS WERE PRIVATE WITHOUT
6 STEIN AND WITHOUT JIM VELASQUES AND I SAID BUT YOU DIDN'T
7 INVITE ME TO THESE MEETINGS SO I DON'T KNOW WHAT HAPPENED,
8 YOU KNOW I DON'T KNOW WHAT'S GOING ON.

9 Q. LET ME ASK YOU ABOUT YOUR FAMILY THAT WAS ON THE
10 TRIBAL COUNCIL, WHO IS THAT?

11 A. MY FAMILY MEMBERS?

12 Q. YES.

13 A. THAT WOULD BE JIM VELASQUES HE'S A DISTANT COUSIN.

14 Q. RIGHT, OKAY.

15 A. AND I HAVE PATRICIA NEMINSKI SHE'S MY COUSIN, DAVID
16 VELASQUES IS MY COUSIN AND VICTOR VELASQUEZ IS MY COUSIN,
17 DISTANT COUSIN AS WELL AND MARY AGUILERA IS FROM OUR
18 VELASQUES FAMILY SO SHE WAS A DISTANCE COUSIN.

19 Q. SO DID YOU HAVE ANY FAMILY IN THE COUNCIL WITH SAM
20 DUNLAP AND VIRGINIA CARMELO TO MOVE FORWARD WITH MR. STEIN
21 AND THE SMDC AGREEMENT?

22 A. NOT THAT I'M AWARE OF. I'M NOT AWARE OF THAT.

23 Q. BUT ARE YOU A MEMBER OF THAT TRIBE NOW THAT WITH
24 VIRGINIA CARMELO AND MS. SANDONNE GOAD ARE A MEMBER OF?

25 A. I AM A MEMBER OF THE TRIBE WITH SANDONNE.

26 Q. WITH SANDONNE?

27 A. UH-HUH.

28 Q. BUT AFTER THEY DIDN'T CALL YOU, DID YOU HAVE ANY

1 OTHER DEALINGS WITH THE TRIBE OR THE TRIBAL COUNCIL?

2 A. NO. THERE WAS ONE MEETING THAT WAS SET UP AND THIS
3 WAS I BELIEVE A SPLIT FROM WHERE STEIN HAD SPLIT FROM THE
4 OOH --

5 Q. SAM DUNLAP, ET CETERA?

6 A. YES. THERE WAS A SPLIT AND I WAS ASKED TO COME TO
7 THIS MEETING AND I WAS HESITANT IN DOING SO BECAUSE I DIDN'T
8 WANT TO HAVE ANY MORE DEALINGS WITH MR. STEIN BECAUSE I
9 DIDN'T FEEL THAT HIS -- THAT HE WAS REPRESENTING HIMSELF IN A
10 VERY GOOD WAY SO I DIDN'T WANT ANY DEALINGS WITH HIM AT ALL
11 AND SO I WAS VERY HESITANT IN GOING TO ANY TRIBAL MEETINGS
12 AND MY FAMILY WHICH IS MY IMMEDIATE FAMILY FELT THE SAME WAY
13 AND I JUST PREFERRED NOT TO GO AND SO MY COUSIN PATRICIA
14 NEMINSKI HAD LET ME KNOW THAT SHE HAD TALKED TO I THINK IT
15 WAS VIRGINIA CARMELO AT THAT TIME AND SAID THAT IT WAS OKAY,
16 IT WAS OKAY TO GO AND IF I WANTED TO I COULD RIDE IN WITH
17 HER, THAT WAS THE VERY FIRST MEETING THAT I HAVE WENT TO WITH
18 VIRGINIA CARMELO.

19 Q. SO WHAT WAS THE DATE ON THAT?

20 A. I DON'T RECALL BUT THE DATE WOULD BE ON THAT. I
21 DON'T RECALL.

22 Q. BEFORE 2005, AFTER 2005?

23 A. IT MAY HAVE BEEN AFTER 2005, I CAN'T BE SURE.

24 Q. OKAY THAT'S FINE?

25 A. I'M NOT POSITIVE ON THAT.

26 Q. THAT'S FINE. BUT SO THEN HAD YOU BECAME ACTIVE
27 AGAIN?

28 A. NOT NECESSARILY. I WAS VERY HESITANT IN DOING SO

1 BECAUSE I STILL WASN'T SURE AND I'M THE KIND OF PERSON THAT
2 LIKES TO LOOK AT THINGS AND REALLY CHECK IT OUT AND MAKE SURE
3 THAT NOTHING LIKE WHAT HAPPENED WITH JIM VELASQUES AND
4 JONATHAN STEIN WAS GOING TO HAPPEN AGAIN AND SO THEREFORE, I
5 WAS VERY HESITANT IN GOING TO ANY FURTHER MEETINGS AFTER
6 THAT, BUT THEN WHEN PATRICIA SAID THAT SHE HAD FOUR GONE, I
7 HAD STARTED GOING TO THE MEETINGS AND THAT'S WHEN SANDONNE
8 CAME INTO BEING THE CHAIRPERSON AND THEN YOU STARTED GOING
9 AFTER THAT.

10 Q. SO YOU CONSIDER YOURSELF A MEMBER AN ACTIVE MEMBER?

11 A. YES.

12 Q. LET ME ASK YOU DID YOU SUBMIT MY GENEALOGY OR OTHER
13 CONFIDENTIAL INFORMATION CONCERNING YOUR AN [SES] SEE AND
14 INDIAN AN ACCESSORY TO MR. JIM VELASQUES?

15 A. YES HE WANTED OUR FAMILY TREE AND SO OUR WHOLE
16 FAMILY, OUR IMMEDIATE FAMILY HAD GIVING HIM OUR FAMILY TREE
17 AND OUR PLYWOOD DEGREES WITH OUR CERTIFICATES, WHATEVER HE
18 WAS ASKING FOR WE GAVE IT TO HIM.

19 Q. DID YOU [TPEUF] HIM COPIES OR ORIGINALS?

20 A. WE GAVE HIM COPIES.

21 Q. SO HE -- MR. VELASQUES HAD THAT?

22 A. YES.

23 Q. DO YOU KNOW WHAT HAPPENED TO THOSE DOCUMENTS?

24 A. I DON'T KNOW WHAT HAPPENED TO THOSE DOCUMENTS, I DO
25 KNOW THAT JIM VELASQUES HAD -- HAD THREATENED TO BURN ALL HIS
26 21 YEARS OF RESEARCH AND HE HAD MENTIONED THAT TO ME SEVERAL
27 TIMES BECAUSE OF THE FACT THAT YOU KNOW THE PEOPLE WERE NOT
28 GIVING HIM MONEY FOR THE WORK HE HAD DONE AND SO HE FELT THAT

1 HE NEEDED TO GET RID OF THE DOCUMENTATION AND NOT HAVE IT GO
2 FORWARD AND I TRIED TALKING HIM OUT OF THAT BECAUSE I LET HIM
3 KNOW THAT YOU KNOW WE'RE A TRIBE AND OUR AN [SES] [TERZ] KNEW
4 THAT INFORMATION AND YOU KNOW GOING FORWARD WITH IT YOU KNOW
5 IS SOMETHING THAT IS VERY IMPORTANT AND VERY MUCH NEEDED FOR
6 OUR CHILDREN, OUR GRANDCHILDREN AND ON AND ON. SO AFTER HE
7 PASSED AWAY I HAD NO IDEA WHAT HAPPENED TO THE DOCUMENTATION
8 BUZZ THERE WAS A LOT THERE, THERE WAS ALL HIS RESEARCH FOR 21
9 YEARS OF RESEARCH THAT HE DID AND MY COUSIN MAY WHICH IS
10 PATRICIA NEMINSKI'S MONEY HAD GIVEN HER MONEY FOR THIS
11 RESEARCH AND HER FATHER HAD GIVEN HIM MONEY FOR THIS RESEARCH
12 AND --.

13 Q. LIKE PAYING FOR HIS TIME?

14 A. PAYING FOR HIS TIME, HIS TRAVEL.

15 MR. STEIN: OBJECTION RELEVANCE YOUR HONOR.

16 THE COURT: OVERRULED BUT YOUR 20 MINUTES [S*] ARE
17 UP.

18 MS. IBARRA: OKAY THANK YOU.

19 THE COURT: THANK YOU CROSS-EXAMINATION.

20 MR. STEIN: THANK YOU YOUR HONOR.

21 Q. BY MR. STEIN: MS. NEMINSKI THANK YOU FOR COMING
22 TODAY, MAY I ASK WHAT YOU DO FOR A LIVING [EUFRLPTS] I'M NOT
23 PATRICIA NEMINSKI.

24 Q. OH EXCUSE ME.

25 A. I'M DIANNA SIMENTAL.

26 Q. MS. SIMENTAL, MY MISTAKE. I HAD SOMETHING ELSE ON
27 MY MIND; MY APOLOGIES. MS. SIMENTAL MAY I ASK WHAT YOU DO
28 FOR A LIVING?

1 A. YES. I WAS A TECHNICIAN, I'M NOW A SECRETARY FOR
2 THE RIVERSIDE COUNTY OFFICE OF EDUCATION.

3 Q. TECHNICIAN MEANS WHAT?

4 A. TECHNICIAN WOULD BE WHERE I DEALT WITH THE STATE AND
5 I DEALT WITH STATE RECORDS, I HAD TO SCREEN THEM, I HAD TO
6 SENT SEND THEM TO THE STATE AND I HAD TO MAKE SURE THAT THEY
7 WERE CORRECTLY FILLED OUT AND IF THERE WERE ANY BLANKS, THEN
8 I HAD TO MAKE SURE THOSE BLANKS WERE FILLED AND IF THEY
9 WEREN'T FILLED THEY WENT BACK TO PARENTS OR WHOEVER WAS
10 FILLING OUT THE DOCUMENTS AT THAT POINT.

11 Q. OKAY SURE. BY THE WAY, THESE ARE KIND OF
12 PRELIMINARY QUESTIONS SO SHORT ANSWERS RAILROAD FINE BUT
13 YOU'RE WELCOME TO TALK AS MUCH AS YOU WANT BY BUT SHORT
14 ANSWERS WILL BE JUST FINE. CAN I ASK YOU WRITE [AEBG]
15 [TPHEUGS] WITH THE RIVERSIDE OFFICE OF THE EDUCATION AT
16 2000 -- 2001 WHEN THIS SIGNATURE WAS MADE?

17 A. YES.

18 Q. HOW LONG HAD YOU BEEN A TECHNICIAN AT THAT TIME?

19 A. I WAS A TECHNICIAN FOR -- AT THAT POINT PROBABLY FOR
20 ABOUT THREE YEARS, FIVE YEARS SOMETHING LIKE THAT.

21 Q. THREE TO FIVE YEARS?

22 A. UH-HUH.

23 Q. [SOUF] FELT COMFORTABLE WITH DOCUMENTATION SINCE
24 YOUR JOB WAS TO MAKE SURE DOCUMENTATION WAS PROPERLY FILLED
25 OUT?

26 A. YES.

27 Q. AND DID YOU FEEL COMFORTABLE VOTING FOR OR AGAINST
28 THIS DOCUMENT?

1 A. I DID NOT FEEL COMFORTABLE WITH THE DOCUMENT THAT'S
2 WHY I [SRAOET]-D NO.

3 Q. SO YOU SAID YOU SIGNED UNDER DURESS?

4 A. YES.

5 Q. BUT IN FACT YOU VOTED WHAT YOU WANT TODAY VOTE,
6 DIDN'T YOU?

7 A. I SAID NO.

8 Q. SO FORGIVE ME, I'M JUST GOING TO TRY IT AGAIN, YOU
9 SAID EARLIER THAT YOU SIGNED THAT DOCUMENT UNDER DURESS?

10 A. YES.

11 Q. AND YET YOU TOLD ME NOW THAT YOU WANTED TO VOTE
12 AGAINST IT AND THERE'S YOUR VOTE AGAINST IT?

13 A. AND THERE IS ALSO A NO RIGHT NEXT TO MY NAME TO SHOW
14 THAT I DIDN'T WANT TO VOTE YES ON THAT DOCUMENT.

15 Q. OKAY SO WE GET THE IDEA THAT YOU VOTED THAT, WHY DO
16 YOU SAY YOU WERE UNDER DURESS IF YOU GOT A CHANCE TO VOTE
17 YOUR CONVENTION?

18 A. BECAUSE I DIDN'T WANT TO VOTE FOR IT AND I WAS KIND
19 OF FORCED TO DO SO FOR THE MERE FACT THAT I WAS FOLD I DIDN'T
20 AND NOT ONLY MYSELF BUT PATRICIA NEMINSKI AND DAVID VELASQUES
21 WE WERE ALL TOLD IF WE DIDN'T SIGN IT THEN WE WOULD BE
22 ELIMINATE [TPR-D] THE COUNCIL.

23 Q. AND THAT WAS MR. VELASQUES?

24 A. DAVID VELASQUES WAS THE THIRD PERSON THAT DIDN'T
25 WANT TO VOTE ON IT EITHER.

26 Q. WELL HE VOTED FOR IT THEY THOUGH?

27 A. I SEE THAT.

28 Q. AND HE'S NOT HERE SO DO YOU THINK HE'S A -- IS HE

1 KIND OF JUST A PUSH OVER, HE'LL JUST DO WHATEVER HE'S TOLD
2 AND HE'LL VOTE THE WAY HE'S TOLD IS THAT WHAT YOU'RE SAYING?

3 A. NO I DO BELIEVE THOUGH KNOWING MY COUSINS AND MYSELF
4 AS WELL THAT WHEN SOMEBODY IS BEING FORCEFUL WITH US, IT'S
5 LIKE YOU DO WHAT YOU'RE TOLD TO TO AND THAT'S WHY I PUT NO
6 BECAUSE IN THE FIRST PLACE I WASN'T COMFORTABLE WITH THE
7 DOCUMENT AT ALL AND YOU YOURSELF DIDN'T LIKE THE QUESTIONS I
8 WAS ASKING YOU OR JIM VELASQUES AT THAT POINT. BESIDES THAT
9 YOU BECAME A LITTLE HOT UNDER THE COLLAR.

10 Q. AND YOU DON'T LIKE PEOPLE THAT ARE HOT UNDER THE
11 COLLAR?

12 A. NOS THAT'S NOT THE POINT, IT'S THE POINT THAT I
13 DIDN'T EVEN LIKE THE DOCUMENTS AND THEN I DON'T THINK BEING
14 AN ATTORNEY AS YOU WERE OR AS YOU ARE, THAT YOU SHOULD HAVE
15 WENT TO A- THAT EXTENT IN YOUR TESTIMONY [PURPLT].

16 Q. SO MR. STEIN GOT HOT UNDER THE COLLAR AND YOU JUST
17 DIDN'T THINK THAT WAS RIGHT?

18 A. NO, I DIDN'T.

19 Q. AND YOU DIDN'T LIKE HIS DOCUMENTS EITHER?

20 A. WELL I DIDN'T HIKE HIS DOCUMENTS [STKPHR-RB] DID AND
21 HAD YOU DIDN'T LIKE THE CASINO PROJECT EITHER DIDN'T YOU?

22 A. NO.

23 Q. THAT'S REALLY WHAT'S GOING ON HERE YOU DID NOT WANT
24 AT COASTAL GABRIELINOS TO BE INVOLVE IN A CASINO PROJECT?

25 A. THAT COMES LAST, THAT'S NOT THE FIRST THING THAT WE
26 SHOULD BE LOOKING AT, THE FIRST THING WE SHOULD BE LOOKING AT
27 IS TO BECOME RECOGNIZED AND THAT'S NOT WHERE YOU AND JIM
28 VELASQUES WERE GOING, YOU WERE GOING MONEY, YOU WERE GOING

1 CASINOS AND THAT COMES LATER, IT DOESN'T COME FIRST.

2 Q. SO AFTER ALL OF THIS STUFF ABOUT THE DOCUMENTS, THE
3 BASIC POINT IS YOU DIDN'T WANT TO DO A CASINO DEAL, YOU
4 WANTED TO GET FEDERAL RECOGNITION FIRST EVEN IF THAT TOOK
5 DECADES AND THEN LOOK AT A CASINO?

6 A. I SAID THAT THE CASINO COMES LAST, RECOGNITION COMES
7 FIRST AND THAT'S HOW IT SHOULD BE AND EVERYTHING ELSE FALLS
8 AFTER THAT, YOU KNOW WHATEVER HAPPENS HAPPENS WHEN THAT COMES
9 TO THAT POINT OF BEING RECOGNIZED.

10 Q. AND YOU GOT A CHANCE TO VOTE YOUR CONSCIENCE H WERE
11 YOU OUT VOTED?

12 A. IN WHAT SENSE SIR?

13 Q. WELL EIGHT PEOPLE VOTED FOR IT, ONE PERSON, YOU --
14 ONE PERSON, YOU, VOTE [H-D] AGAINST IT AND ONE PERSON
15 PATRICIA NEMINSKI ABSTAINED?

16 A. [ROEUT].

17 Q. IN YOUR MIND IS THAT BEING OUT VOTED?

18 A. WELL IF THE OTHERS WANTED TO GO FOR IT THAT'S NOT ON
19 THEM, THAT'S NOT ON ME. I PRESENTED WHAT I DIDN'T WANT AND
20 THAT'S MY REPRESENTATION RIGHT THERE.

21 Q. AND THEN YOU HAD NOTHING MORE TO DO WITH MR. STEIN
22 BECAUSE HAD HE GOTTEN HOT UNDER THE COLLAR IN YOUR PRESENCE?

23 A. WELL HOT UNDER THE COLLAR, THAT SIR, BEING IN THE
24 POSITION YOU ARE, SHOULD NOT HAVE HAPPENED AND WANTING TO BE
25 THE ATTORNEY FOR OUR TRIBE, WANTING TO BE AND GETTING IN THAT
26 TYPE OF ATTITUDE SURE LEE WAS NOT TO YOUR FAVOR.

27 Q. AND THAT'S WHAT THE SMDC AGREEMENT WAS, WAS JONATHAN
28 STEIN WANTING TO BE THE ATTORNEY FOR THE TRIBE A- IS THAT

1 WHAT YOU'RE SAYING?

2 A. AND A COUNSEL MEMBER YOU WANTED TO BE PART OF THE
3 COUNCIL.

4 Q. SO MR. STEIN -- LET ME GET THIS STRAIGHT BECAUSE
5 THIS IS GETTING GOOD -- SO THERE'S MS. SIMENTAL I HOPE I'M
6 SPELLING IT RIGHT, [SEUPL] EN T A L IS THAT RIGHT?

7 A. THAT IS CORRECT.

8 Q. SO FED RECOGNITION, NOT THE CASINO, DO YOU AGREE
9 THAT YOU VOTED YOUR CONSCIENCE -- DO YOU AGREE THAT YOU VOTED
10 YOUR CONSCIENCE?

11 A. I VOTED NOT WHAT YOU HAD ON HER BECAUSE OF THE FACT
12 THAT CASINO DOES NOT COME FIRST. RECOGNITION COMES FIRST AND
13 THEN ANYTHING THAT FOLLOWS AFTER RECOGNITION FOLLOWS AFTER
14 RECOGNITION.

15 Q. AND DO YOU AGREE THAT YOU WERE OUT VOTED OR DO YOU
16 THINK MAYBE YOUR VOTE COUNTED FOR MORE THAN ONE VOTE?

17 A. I VOTED THE WAY I FELT I NEEDED TO BE VOTED, MR.
18 STEIN. I'M NOT -- I'M NOT LOOKING AT THE OTHER PEOPLE IN HOW
19 THEY VOTED, IF THAT'S WHAT THEY WANTED TO DO, IT'S A FREE
20 COUNTRY, THEY NEED TO DO WHAT THEY WANT TO DO, I CHOOSE --
21 CHOSE TO VOTE NO ON THAT PAPERWORK THAT YOU PRESENTED TO US
22 THAT WE DID NOT EVEN HAVE TIME TO EVEN READ THE WHOLE
23 DOCUMENT.

24 Q. AND THAT PAPERWORK WOULD MAKE MR. STEIN THE ATTORNEY
25 FOR THE TRIBE?

26 A. WELL THAT'S WHERE YOU WERE WANTING TO GO WITH IT
27 SIR.

28 Q. UH-HUH. AND THEN ALSO MR. STEIN WANTED TO BE ON THE

1 TRIBAL COUNCIL, RIGHT?

2 A. THAT'S WHAT I'VE SEEN IN MY NOTES.

3 Q. SO THE FACT THAT IT SAID A DEVELOPMENT AGREEMENT
4 DIDN'T -- IT WAS REALLY AN AGREEMENT TO BECOME AN ATTORNEY.
5 WHAT ABOUT MR. STEVE OTTO I THOUGHT MR. OTTO WAS YOUR
6 ATTORNEY?

7 A. I DIDN'T KNOW ANYTHING ABOUT MR. OTTO UNTIL THIS
8 PAPERWORK WAS PRESENTED TO US IN OUR COUNSEL MEMBER.

9 Q. DID YOU READ A CONSTITUTION FOR THE COASTAL
10 GABRIELINOS?

11 A. I DIDN'T SEE THAT EITHER UNTIL LATER ON.

12 Q. BUT DID YOU SEE THAT?

13 A. YES, I DID.

14 Q. AND WASN'T THAT WRITTEN BY MR. OTTO?

15 A. I DON'T KNOW.

16 Q. YOU DON'T KNOW?

17 A. I TO NOT KNOW WHO WAS WRITTEN BY.

18 Q. BECAUSE WE HEARD EARLIER TESTIMONY THAT IT WAS
19 WRITTEN BY MR. OTTO THAT HAD WORKED WITH THE COASTAL
20 GABRIELINOS FOR SEVERAL YEARS AND YOU SAID YOU WERE ON THE
21 TRIBAL COUNCIL SINCE 1998 SO I THOUGHT HAD YOU WOULD HAVE
22 BUMPED INTO HIM DID YOU?

23 A. NO, I DID NOT.

24 Q. YOU DID NOT?

25 A. NO, I DID NOT.

26 Q. SO FROM 1998, 1999 AND 2000 HUH DIDN'T BUMP INTO
27 HIM?

28 A. NO, I DON'T EVEN KNOW WHAT HE LOOKS LIKE, YOU I KNOW

1 WHAT HAD YOU LOOK LIKE, YOU WERE THERE.

2 Q. AND THEN AFTER HAD YOU SIGNED THIS, YOU GOT LETTERS
3 THAT YOU NEVER OPENED IS THAT CORRECT?

4 A. YES.

5 Q. WOULD THOSE LETTERS HAVE BEEN NOTICES OF MEETINGS?

6 A. I HAVE NO IDEA.

7 Q. BUT NEVER OPENED. AND YOU HAVE HAD NO IDEA BECAUSE
8 YOU NEVER OPENED THEM IS THAT CORRECT?

9 A. THAT IS CORRECT.

10 Q. SO LET'S JUST WALK-THROUGH A COUPLE STEPS AND THEN
11 I'LL BE FINISHED HERE VERY QUICKLY, THE FIRST THING I WOULD
12 LIKE TO ASK YOU THOUGH IS CAN YOU SEE THAT WELL ENOUGH TO
13 READ THAT OR DO YOU WANT ME HE TO READ THAT FOR YOU?

14 A. IT SAYS WHEREAS, THE COUNCIL HAS BEEN ADVISED BY
15 DEVELOPER TO SEEK LEGAL ADVICE FROM INDEPENDENT COUNSEL
16 REGARDING THE DEVELOPMENT AGREEMENT, AND AFFORDED THE
17 OPPORTUNITY TO DO SO, AND MR. OTTO WAS GIVEN AND REVIEWED A
18 DRAFT OF THE DEVELOPMENT AGREEMENT AND --

19 Q. SO WAS IT YOUR UNDERSTANDING THAT YOU HAD THE --
20 WHETHER YOU SUCCEEDED, YOU HAD THE OPPORTUNITY TO HAVE YOUR
21 OWN LAWYER BEFORE VOTING FOR OR AGAINST THIS?

22 A. I DO KNOW THAT OUR COUNCIL WAS LOOKING FOR
23 REPRESENTATION AND YOU WERE NOT HAPPY WITH THAT FACT THAT WE
24 WERE LOOKING FOR OTHER REPRESENTATION AND AS TO WHO JIM
25 VELASQUES HAD CONVERSATION WITH, I HAVE NO IDEA. ALL I KNOW
26 IS THAT WE RECEIVED THIS LETTER AND ANOTHER ONE WHICH WAS A
27 SHORT HER LETTER.

28 Q. YOU SAID THAT MR. STEIN WAS NOT -- YOU KNEW THAT MR.

1 STEIN WAS NOT HAPPY THAT YOU WERE LOOKING FOR REPRESENTATION?

2 A. THAT IS CORRECT.

3 Q. HOW DID YOU FIND THAT OUT?

4 A. BECAUSE OF YOUR -- OF JIM VELASQUES ACTUALLY WAS THE
5 ONE THAT LET US KNOW THAT YOU WERE [-RPB] HAPPY WITH US LOOK
6 FOR OTHER COUNSEL.

7 Q. MR. STEIN NEVER SAID THAT THOUGH RIGHT IT WAS MR.
8 VELASQUES THAT SAID THAT?

9 A. I DIDN'T SEE HAD YOU BECAUSE --.

10 THE COURT: LET HIM FINISH H LET HIM FINISH THE
11 QUESTION.

12 Q. BY MR. STEIN: IT WAS MR. VELASQUES THAT SAID THAT
13 THAT SAID MR. STEIN SAID THAT IT WASN'T MR. STEIN THAT SAID
14 THAT IS THAT THE CASE?

15 A. IT WAS MR. VELASQUES THAT TOLD US THAT, RIGHT.

16 Q. AND LET ME JUST WALK-THROUGH THESE STEPS [KWEBG]
17 [HRAOEFPP] THE JURY HAS SEEN THEM BEFORE YOU YOU HAVEN'T. YOU
18 SAID YOU HAD SEEN A DRAFT BUT YOU COULDN'T TAKE A HOME, WOULD
19 THAT [TPH-B] DECEMBER OF 2000?

20 A. I'M NOT SURE ABOUT THE DATE, SIR.

21 Q. WOULD THAT -- BUT IT WAS BEFORE THIS SIGNATURE
22 OCCURRED, BEFORE YOU ACTUALLY SIGNED AND SAID NO?

23 A. WELL ALL I KNOW IS THAT WE WERE GIVEN THAT DOCUMENT
24 TO SIGN ON THE SPOT, NONE OF US KNEW AT THAT POINT THAT WE
25 WERE RECEIVING IT.

26 Q. FORGIVE ME I'M TRYING TO NARROW IT DOWN I KNOW HAD
27 YOU WANT TO SAY SOMETHING DIFFERENT I DON'T KNOW EXACTLY WHY
28 YOU'D WANT TO SAY SOMETHING DIFFERENT BUT LET ME ASK YOU TO

1 LISTEN TO THE QUESTION. YOU SAID THAT YOU WERE -- YOU GOT A
2 DOCUMENT, YOU HAVE DID NOT SIGN IT, ON A GIVEN DAY; IS THAT
3 CORRECT? IT'S A DOCUMENT THAT YOU RECEIVED, YOU READ IT --.

4 MS. IBARRA: OBJECTION AMBIGUOUS.

5 Q. BY MR. STEIN: AND YOU DIDN'T SIGN IT IS THAT
6 CORRECT.

7 THE COURT: OVERRULED?

8 A. NO THAT IS NOT CORRECT.

9 Q. OKAY SO?

10 A. THIS IS THE DOCUMENT BUT THE [TK-PLT] YOU GAVE US AT
11 THAT MEETING WHERE HAD YOU LET THE ONES THAT DIDN'T WANT US
12 TO BE THERE THAT WE DISAGREED WITH YOU ON THIS DOCUMENT, THAT
13 WAS THE DOCUMENT THAT I SIGNED AND I PUT NO ON IT BECAUSE I
14 DISAGREED WITH IT.

15 Q. AND SO --?

16 A. BUT -- I'M SORRY PRIOR TO THAT DOCUMENT.

17 Q. AND YOU SAID NO BECAUSE HUH DIDN'T REALLY WANT THE
18 CASINO PROJECT YOU WANTED FEDERAL RECOGNITION AND THE CASINO
19 PROJECT COMES LAST?

20 A. I SAID THE CASINO PROJECT COMES AFTER RECOGNITION
21 AND YOU DIDN'T WANT RECOGNITION AT THE BEGINNING, YOU WANTED
22 CASINO.

23 Q. AND DO YOU RECALL MEETING WITH MR. STEIN FOR SEVERAL
24 HOURS BEFORE THIS DAY THAT YOU SIGNED NO HERE?

25 A. NO.

26 Q. SO YOUR EARLIER TESTIMONY THAT YOU MET MR. STEIN
27 BEFORE THE DAY OF THE SIGNATURE WAS WRONG?

28 A. THAT WAS --.

1 Q. AND NOW YOU'RE SAYING SOMETHING DIFFERENT?

2 A. NO, SIR, WHAT I'M SAYING IS JIM VELASQUES BROUGHT
3 YOU IN TO INTRODUCE YOU TO US AND THEN AFTER THAT THAT WAS
4 THAT'S WHEN WE WERE PRESENTED WITH THAT, QUITE A FEW TIMES, A
5 FEW MEETINGS AFTER.

6 Q. QUIGHT A FEW MEETINGS AFTER?

7 A. YEAH.

8 Q. SO THERE WAS MORE THAN TWO MEETINGS WITH MR. STEIN?

9 A. NO. OH, YES, THERE WAS THAT ONE THAT JIM VELASQUES
10 HAD INTRODUCED YOU AND THEN WHEN YOU BROUGHT THIS IN.

11 Q. SO THAT'S WHEN YOU VOTED NOT?

12 A. THAT'S WHEN I VOTED NO.

13 Q. YOU SAID TWO MEETINGS. WERE THERE MEETING WITHOUT
14 MR. STEIN?

15 A. YES.

16 Q. AND WOULD THOSE BE MEETING MET ON ITS OWN FOR
17 SEVERAL HOURS ON JANUARY 27TH TO DISCUSS THE TERMS AND
18 CONDITIONS OF THE DEVELOPMENT AGREEMENT AND THIS RESOLUTION?

19 A. I DON'T RECALL THAT.

20 Q. YOU DON'T RECALL A MEETING WITHOUT MR. STEIN I
21 THOUGHT YOU JUST SAID THERE WAS ONE?

22 A. OH YEAH THERE WAS SEVERAL MEETINGS WITHOUT YOU,
23 SEVERAL MEETINGS.

24 Q. RIGHT.

25 A. I RECALL SEVERAL THAT YOU WEREN'T THERE.

26 Q. AND IN THOSE MEETING DID YOU SAY HEY NO WE [SH-BT]
27 SIGN ANY DOCUMENTS WITH THIS GUY, HE'S A CASINO GUY WE DON'T
28 WANT A CASINO, WE WANT FEDERAL RECOGNITION?

1 A. NO I BROUGHT IT UP TO THE COUNCIL THAT I HAD
2 QUESTIONS ABOUT YOU, WE NEED TODAY LOOK INTO IT FURTHER, WE
3 NEEDED TO GET OTHER REPRESENTATION TO FIND OUT JUST WHAT YOUR
4 BACKGROUND IS AND JUST WHAT YOU WERE ALL ABOUT.

5 Q. RIGHT. AND WAS MR. STEIN YOUR LAWYER OR YOU WERE
6 LOOKING INFORM STEVE OTTO OR SOMEBODY ELSE BUZZ NOT MR.
7 STEIN?

8 A. YOU WERE NOT MY LAWYER.

9 Q. VERY GOOD.

10 Q. AND NOT THE LAWYER FOR JIM VELASQUES?

11 A. JOHN ABOUT JIM VELASQUES, I DON'T KNOW WHAT HE DID
12 OR WHAT COMMUNICATION HE HAD WITH YOU.

13 Q. BUT -- AND IN THOSE MEETINGS NOBODY SAID WELL STEIN
14 IS OUR LAWYER HE SHOULD BE HERE THAT'S [PWA*] BECAUSE --?

15 A. NO.

16 Q. NO, RIGHT?

17 A. THEY [TKAPBT] WANT YOU TO BE THERE.

18 Q. YEAH RIGHT BECAUSE NOBODY THOUGHT MR. [STAOEUFPB]
19 WAS YOUR LAWYER IS THAT THE CASE?

20 A. THAT IS CORRECT.

21 Q. THANK YOU. YOU SAID THAT YOU SHOWED UP IN -- THE
22 MEETING IN NOVEMBER 2006 WAS THAT IN LONG BEACH WHERE
23 PATRICIA NEMINSKI SPOKE?

24 A. YOU KNOW I HAVE NOT -- I'M NOT FAMILIAR WITH LONG
25 BEACH I'M NOT FAMILIAR WITH LOS ANGELES, I'M ALWAYS HAVING TO
26 GET DIRECTIONS TO GET THERE SO I BELIEVE IT WAS IN LONG BEACH
27 THAT WE [TWOEPBT] THAT VERY FIRST MEETING AND SAM DUNLAP WAS
28 THERE AS WELL.

1 Q. RIGHT. AND THAT HAPPENED IN NOVEMBER 2006, WOULD
2 THAT BE CORRECT?

3 A. I HAVE NO IDEA. IT WAS PROBABLY APPROXIMATELY I
4 COULDN'T GIVE YOU A CORRECT DATE.

5 Q. SO BETWEEN NOVEMBER 2006 AND THIS MARCH OF 2001, YOU
6 DIDN'T DO ANYTHING WITH GT TRIBE?

7 A. NO.

8 Q. SO FOR FIVE YEARS YOU DID NOTHING?

9 A. NO.

10 Q. AFTER SIGNING THIS?

11 A. NO.

12 Q. AND THEN LET ME ASK YOU A QUESTION THEN, THEN YOU
13 HAD NO-G [THO] DO WITH HIRING GENERAL COUNSEL ON APRIL 29,
14 2009 -- 2001, YOU HAD NOTHING [THO] DO WITH THIS RESOLUTION
15 15?

16 A. I DON'T RECALL THAT ONE.

17 MS. IBARRA: OBJECTION THAT'S NOT SIGNED.

18 MR. STEIN: RIGHT.

19 THE COURT: OH IT'S UNSIGNED.

20 MS. IBARRA: CORRECT.

21 MR. STEIN: BUT YOU HAD NOTHING TO DO WITH IT, YOU
22 NEVER SAW IT BEFORE; RIGHT?

23 A. NO.

24 Q. AND YOU HAD NOTHING TO DO WITH RESOLUTION 17
25 CONFIRMING THE TRIBAL COUNCIL POSITIONS?

26 A. NO.

27 Q. OKAY.

28 A. COPIES OF THAT WAS GIVEN -- NO NOT THAT ONE, NO.

1 Q. AND THEN YOU HAD NOTHING TO DO WITH APRIL 29,
2 RESOLUTION 20 WITH ED HAMBURGER H ATTORNEY ED HAMBURGER?

3 A. NO, I DON'T RECALL THAT.

4 Q. RIGHT.

5 A. NO.

6 Q. SO YOU HAD NOTHING TO DO WITH THESE, THAT'S MY
7 IMPRESSION BUZZ RESOLUTION 37 YOU HAD NOTHING TO DO WITH
8 THAT?

9 A. NO.

10 Q. SO ALL THESE RESOLUTIONS THAT WENT BACK TO
11 RESOLUTION 10 AND SAYING WE'RE APPROVING AND RATIFYING THAT
12 PAST ACTION YOU HAD NOTHING TO DO WITH THAT?

13 A. NOT WITH THOSE.

14 Q. VERY GOOD, NO FURTHER QUESTIONS.

15 THE COURT: THANK YOU ANY REDIRECT.

16 MS. IBARRA: YES JUST FIVE MINUTES. YOUR HONOR I
17 WANT TO MARK ANOTHER EXHIBIT THAT SHE BROUGHT WITH HER I
18 INADVERTENTLY THOUGHT IT WAS THE SAME.

19 MR. STEIN: YOUR HONOR A NEW EXHIBIT ON REDIRECT.

20 THE COURT: LET'S GO TO SIDEBAR. COUNSEL DON'T BE
21 SHOUTING OUT COMMENTS * * SIDEBAR * *.

22 THE COURT: NELLI WHAT WAS THE COMMENT MR. STEIN
23 SAID IN FRONT OF THE JURY.

24 THE CLERK: HE SAID THIS IS THE SECOND TIME IT
25 HAPPENS.

26 THE COURT: WHY ARE YOU MAKING COMMENTS LIKE THAT IN
27 FRONT OF THE JURY DO I NEED TO SET EYE OSC RE: SANCTIONS.

28 MR. STEIN: NO NO IT'S IT SPRUNG OUT BECAUSE IT'S

1 THE SECOND TIME THAT HAPPENED, AND * ABSOLUTELY SHOULD HAVE
2 HAD MY LIPS [KHREPB] [-FPD] TIGHTEN THAN THEY WERE THEY WERE
3 ALREADY [KHREFPD] [STAOPBLG].

4 THE COURT: WELL IN A LOOT OF WAYS MR. STEIN YOU'RE
5 DOING YOUR OWN DAMAGE.

6 MR. STEIN: SURE ABSOLUTELY RIGHT THE CORRECTION THE
7 COURT'S GIVES ME ARE HELPFUL TO ME SO I APPRECIATE WHAT
8 YOU'RE SAYING.

9 THE COURT: SOMETIMES MAYBE IT'S BEST JUST TO LET GO
10 IT GO, YOU DO YOUR OWN DAMAGE COUNSEL.

11 MR. STEIN: THAT'S EXACTLY CORRECT.

12 THE COURT: AND THAT'S WHAT I'M OBSERVING. OKAY.

13 MS. IBARRA: SO SHE SAID THIS MORNING THAT THEY
14 BROUGHT THE OTTO LETTER WHICH I THOUGHT WAS EXHIBIT 16 WHICH
15 WE'VE ALL SEEN AND ALL BLUE UM BUT IT TURNS OUT THAT DURING
16 HER DIRECT THAT SHE WAS REFERRING TO AN EARLIER LETTER SO I
17 TOOK A MORE CLOSER LOOK AND IT'S JUST A FEW DAYS.

18 MR. STEIN: I'VE NEVER SEEN THIS LETTER BEFORE.

19 MS. IBARRA: I'VE NEVER SEEN IT EITHER.

20 MR. STEIN: SO FOR 15 YEARS I THOUGHT THERE WAS ONE
21 [OLT] OH LETTER SO I'VE NEVER INDICATED BEFORE.

22 MS. IBARRA: THERE'S NO INDICATION THAT IT'S A FAKE.

23 MR. STEIN: MR. VELASQUES IS DEAD SO FAR IT'S
24 ADDRESS TODAY A DEAD.

25 MS. IBARRA: IT'S A- DIRECT-D TRIBAL COUNCIL AND
26 THESE A TRIBAL COUNCIL PERSON.

27 MR. STEIN: AND IT HAS MONEY INVOLVED.

28 MS. IBARRA: WEEK TAKE THE MONEY OUT.

1 MR. STEIN: AND STEVE OTTO IS NOT HERE TO HAVE
2 IDENTIFY AND MR. VELASQUES IS DEAD SO HE CAN'T IDENTIFY IT SO
3 WHO WOULD IDENTIFY THE LETTER.

4 THE COURT: I ASSUME IF THEY GOT IT DID SHE GET IF
5 [STPHAOEFZ] A TRIBAL COUNCIL PERSON IT WAS ADDRESS TODAY
6 TRIBAL COUNCIL [PERSON'S PERSONS] AND MR. STEIN.

7 MS. IBARRA: THAT ADDRESS FIVE 776.

8 THE COURT: WHY WASN'T THIS PRODUCED TO MR. STEIN IN
9 DISCOVERY.

10 MS. IBARRA: I DON'T KNOW.

11 THE COURT: IT WAS ADDRESSED TO YOU.

12 MR. STEIN: I'VE NEVER SEEN IT BEFORE IN ME TIME.

13 THE COURT: I DON'T SEE WHERE IT'S ADDRESSED TO HIM,
14 WHERE IS IT ADDRESSED TO HIM.

15 MS. IBARRA: TRIBAL COUNCIL, TRIBAL COUNCIL, NO,
16 IT'S NOT ADDRESSED. OTHER ONE IS ADDRESS TODAY MR. STEIN.

17 MR. STEIN: RIGHT AND THAT'S WHY I'VE NEVER SEEN IT
18 IN 15 NIPS NOT TOURING BEFORE THE LITIGATION, NOT DURING THE
19 LITIGATION, NOT DO YOU REMEMBER THE LYNN FIELD TRYING I'VE
20 NEVER SIGN AT THAT.

21 THE COURT: OKAY GO AHEAD.

22 MS. IBARRA: I CAN USE IT.

23 THE COURT: YEAH * * END SIDEBAR * *.

24 MR. STEIN: YOUR HONOR DO WE HAVE WITNESSES

25 [TK*RBG] --.

26 THE COURT: NO [THO] WHAT'S THE EXHIBIT YOU'RE
27 MARKING WHAT'S THE NUMBER.

28 MS. IBARRA: SO THE NEXT ONE WOULD BE 24 ONE.

1 THE COURT: ALL RIGHT 24 ONE.

2 MS. IBARRA: 24 ONE AND I WILL HAND A COPY BACK TO
3 THE WITNESS IF THAT'S OKAY.

4 THE COURT: ALL RIGHT MAKE SURE HAD YOU GIVE A COPY
5 TO MR. STEIN AND MR. FORDYCE.

6 MS. IBARRA: YES (INDICATING.).

7 Q. BY MS. IBARRA: MS. SIMENTAL IS THIS A DOCUMENT THAT
8 YOU BROUGHT IN THERE THIS MORNING?

9 A. YES IT IS.

10 Q. AND YOU REFER TO IT AS AN OTTO LETTER, RIGHT?

11 A. YES.

12 Q. AND MY MISTAKE I WAS ASSUMING YOU'VE BEEN REFERRING
13 TO EXHIBIT 16 WHICH WE'VE BEEN REFERRING TO IN THIS CASE BUT
14 THIS IS ACTUALLY A DIFFERENT LETTER?

15 A. YES.

16 Q. SO WHY DON'T YOU TELL ME HOW YOU CAME TO COME INTO
17 POSSESSION OF THIS DOCUMENT?

18 A. THIS WAS GIVEN TO US LIKE THE OTHER ONE IN ONE OF
19 OUR COUNCIL MEETINGS THAT WE HAD AND IT WAS PRESENTED TO US
20 AT THAT POINT.

21 Q. SO AND THIS WAS BEFORE THE -- BEFORE YOUR MEETING
22 WITH MR. STEIN WHERE THESE DOCUMENTS WERE PRESENTED TO YOU?

23 A. YES.

24 Q. AND WHY DON'T YOU READ, IT'S A SHORT LETTER WHY
25 DON'T HAD YOU READ THE FIRST PARAGRAPH INCLUDING THE --
26 INCLUDING THE SALUTATION, THE DATE AND SALUTATION?

27 A. MARCH 1ST, 2001, HONORABLE JIM ERNEST VELASQUES,
28 TRIBAL CHIEFTON AND TRIBAL CHAIRMAN AND THE TRIBAL COUNCIL OF

1 THE GABRIELINO-TONGVA TRIBE, FIVE 776, 42ND STREET, RIVERSIDE
2 CALIFORNIA, 92509, RE: PROPOSED REPRESENTATION OF THE
3 GABRIELINO-TONGVA TRIBE. DEAR CHAIRMAN VELASQUES AND THE
4 HONORABLE TRIBAL COUNCIL, TO CONFIRM THE EARLIER TELEPHONE
5 CONVERSATION WITH CHAIRMAN VELASQUES AND MY E-MAIL
6 CORRESPONDENCE OF FEBRUARY 26, 2001, PLEASE BE ADVISED AND
7 EXCEPT MY AGREEMENT THAT I AM UNABLE TO REPRESENT THE
8 GABRIELINO-TONGVA IN PARENTHESIS THE TRIBE AS TRIBAL COUNCIL
9 AND IN CONNECTION WITH THE SANTA MONICA DEVELOPMENT COMPANY
10 LLC, PARENTHESIS JONATHAN STEIN, END PAREN SISTER, PROPOSAL
11 AGREEMENT. MY WITHDRAWAL FROM THE REPRESENTATION THAT YOU
12 APPROVED ONLY LAST SUNDAY, FEBRUARY 25TH, 2001 WHICH APPROVAL
13 WAS SUBJECT TO MY SUBMISSION AND YOUR APPROVAL OF A WRITTEN
14 ATTORNEY CONTRACT SHOULD NOT BE VIEWED AS A COMMENT IN ANY
15 WAY UPON THE PROPOSED AGREEMENT WITH THE SANTA MONICA
16 DEVELOPMENT COMPANY, YOU SHOULD NOT CONSIDER AN ATTORNEY AS
17 HAVING REVIEWED OR COMMENTED UPON THE PROPOSED AGREEMENT ON
18 THE TRIBE'S BEHALF, I WISH THE TRIBE EVERY SUCCESS IN
19 CONNECTION WITH THIS VENTURE.

20 Q. AND CAN YOU JUST READ THE FIRST SENTENCE OF THE NEXT
21 PARAGRAPH, JUST THE FIRST SENTENCE?

22 A. "IN THE INTEREST OF TIME, I COMMUNICATED THESE FACTS
23 TO THE TRIBE THROUGH THE CHAIRMAN'S OFFICE VIA THE E-MAIL
24 CORRESPONDENCE OF FEBRUARY 26, 2001* AND I COPIED IT -- SANTA
25 MONICA DEVELOPMENT COMPANY, LLC WITH THE E-MAIL
26 CORRESPONDENCE AT THAT TIME.

27 Q. OKAY. SO THIS IS WHY YOUR PRIOR TESTIMONY WAS THAT
28 YOU HAD REVIEWED MR. OTTO'S DECLINING OF REPRESENTATION

1 BEFORE THIS?

2 A. YES.

3 Q. BEFORE YOU WERE PRESENTED WITH THESE DOCUMENTS?

4 A. YES.

5 Q. SO THIS IS WHY WHEN YOU WERE PRESENTED WITH THESE
6 DOCUMENTS YOU ALREADY KNEW THAT YOU DIDN'T HAVE ANY COUNSEL
7 WHO WAS GOING TO AGREE TO ASSIST YOU IN INTERPRETATION OF
8 THEM?

9 A. ABSOLUTELY.

10 Q. OKAY. AND THEN AFTER YOU ENTER INTO THIS AGREEMENT,
11 THEN HAD YOU GET THE OTHER LETTER FROM MR. OTTO?

12 A. YES.

13 Q. BUT DO YOU RECALL RECEIVING THE SECOND LETTER FROM
14 MR. OTTO?

15 A. I RECEIVED THAT THROUGH OUR -- AS A COPY AT OUR
16 COUNCIL MEETING AND I BELIEVE [EFRP] AT THE COUNCIL MEETING
17 RECEIVED ONE.

18 Q. OKAY THANK YOU THAT'S ALL I HAVE, YOUR HONOR CAN I
19 CIRCULATE THIS WITH THE JURY.

20 THE COURT: YOU MAY.

21 MS. IBARRA: THANK YOU. AND THAT'S ALL I HAVE.

22 THE COURT: OKAY THANK YOU, ANYTHING FURTHER FOR
23 THIS WITNESS.

24 MR. STEIN: YES HER HONOR JUST ON THIS LETTER.

25 THE COURT: YOU MAY.

26 MR. STEIN: THANK YOU YOUR HONOR.

27 THE COURT: FIVE MINUTES.

28 MR. STEIN: OH LESS THAN THAT. SO THIS WAS A CHECK

1 TO STEVE OTTO FROM SAM DUNLAP FOR \$2500?

2 A. YES, IT WAS.

3 Q. OKAY. DID MR. OTTO EVER TALK TO YOU ABOUT WHY HE
4 DIDN'T ACCEPT THIS CHECK?

5 A. I'VE NEVER TALKED TO MR. OTTO.

6 Q. AND YOU UNDERSTAND THE CHECK IS FROM SAM DUNLAP AND
7 HIS COMPANY PROFESSIONAL NATIVE AMERICAN CULTURAL RESOURCES
8 MONITORS?

9 A. YEAH THAT'S HIS COMPANY.

10 Q. AND DO YOU KNOW IF MR. OTTO WAS JUST FOUND UPON
11 REFLECTION JUST NOT ENOUGH MONEY TO DO THE WORK?

12 A. I DON'T KNOW. I CAN'T SPEAK FOR MR. OTTO SO I DON'T
13 KNOW HIS REASON BEHIND IT.

14 Q. OKAY VERY GOOD. AND HE SAYS THAT HE -- THE
15 REPRESENTATION THAT YOU APPROVED ONLY LAST SUNDAY FEBRUARY
16 25TH, DO YOU SEE THAT PART THAT YOU READ, MY WITHDRAWAL FROM
17 THE REPRESENTATION THAT YOU APPROVED ONLY LAST SUNDAY,
18 FEBRUARY 25TH, 2001? DO YOU SEE THAT?

19 A. I SEE THAT IN THIS LETTER, YES.

20 Q. VERY GOOD, I WAS WAIT I GO FOR YOUR ANSWERS I
21 APOLOGIES?

22 A. YOU WERE TO GO THIS, I DIDN'T KNOW WHAT YOU WERE
23 DOING.

24 Q. YEAH YOU BET. SO WHERE IT SAYS IN THIS PARAGRAPH OF
25 WHAT HAD YOU SIGNED NO ON, MET WITH TRIBAL GENERAL COUNSEL
26 FOR SEVERAL HOURS ON FEBRUARY 25TH 2001 TO REVIEW AGAIN THE
27 TERMS AND CONDITIONS OF DEVELOPMENT AGREEMENT AND THIS
28 RESOLUTION AND TO SEEK HIS ADVICE, WAS HE ACKNOWLEDGING THAT

1 HIS REPRESENTATION WAS APPROVED ON *SUNDAY*, FEBRUARY 25TH,
2 2001?

3 A. THAT'S WHAT HIS SIGNIFICANT.

4 Q. BUT OF COURSE BEFORE MARCH 1 BEFORE WHEN YOU SIGN
5 THIS HE'S WITHDRAWN?

6 A. YES.

7 Q. AND DOES THAT SOUND LIKE IT ALSO COMPORTS WITH THIS
8 PORTION WHICH SAID YOU WERE ADVISED TO SEEK LEGAL ADVICE
9 [TPWR] INDEPENDENT COUNSEL REGARDING THE DEVELOPMENT
10 AGREEMENT AND BEGIN THE OPPORTUNITY TO DO SO, DO YOU FEEL
11 THAT YOU HAD THE OPPORTUNITY TO RETAIN MR. OTTO BUT HE
12 DECIDED AGAINST IT?

13 A. I DON'T KNOW BECAUSE LIKE I SAID, WE RECEIVED THESE
14 LETTERS DURING OUR COUNCIL MEETINGS SO AS TO WHAT WAS SAID
15 AND DONE PRIOR TO OUR COUNCIL MEETINGS I HAVE NO IDEA.

16 Q. AND YOU DON'T KNOW WHETHER HE TOOK A LOOK AT 2500
17 AND SAID THAT'S JUST NOT NEARLY ENOUGH TO GET INVOLVED WITH
18 THIS?

19 A. I DON'T KNOW HIS CONVERSATION WITH JIM VELASQUES SO
20 I COULDN'T TELL YOU.

21 MR. STEIN: I DON'T HAVE ANY FURTHER QUESTIONS.

22 THE COURT: OKAY THANK YOU ANYTHING FURTHER.

23 MS. IBARRA: NO.

24 THE COURT: THANK YOU MA'AM YOU MAY STEP DOWN?

25 A. THANK YOU.

26 THE COURT: PLAINTIFF YOU MAY CALL YOUR NEXT
27 WITNESS.

28 MS. IBARRA: MR. SAM DUNLAP.

1 THE COURT: MR. DUNLAP YOU CAN RESUME YOUR SEAT. DO
2 YOU UNDERSTAND YOU'RE STILL UNDER OATH?

3 A. YES YOUR HONOR.

4 THE COURT: OKAY YOU MAY BEGIN.

5 MS. IBARRA:

6 Q. MR. DUNLAP WE'VE ALREADY COVERED A [OT] OF GROUND
7 WITH YOU, SO FOR THIS PORTION OF YOUR TESTIMONY I'M GOING TO
8 FOCUS JUST ON YOUR RELATIONSHIP WITH MR. STEIN AS AN ATTORNEY
9 AND HIS REPRESENTATIONS AS AN ATTORNEY. SO YOU'VE ALREADY
10 TESTIFIED ABOUT HOW YOU MET HIM. DID HE EVER REPRESENT
11 HIMSELF TO YOU AS AN INDIAN LAW EXPERT?

12 A. YES HE DID.

13 Q. WHEN WAS THE FIRST TIME HE REPRESENTED HIMSELF TO
14 YOU AS THAT?

15 A. THAT WOULD HAVE BEEN EARLY ON IN 2000, THE YEAR
16 2000.

17 Q. DO YOU REMEMBER THE CONTEXT?

18 A. WELL DURING HER INITIAL DISCUSSION WHEN I FIRST MET
19 MR. STEIN, THE DINNER MEETING THAT WE -- THAT WE HAD, THE
20 ISSUES WERE INITIALLY TO -- TO BRING MR. STEIN INTO THE SAN
21 GABRIEL [PWAPD] OF MISSION INDIAN UNDER ANTHONY MORALES,
22 AFTER THAT PARTICULAR DINNER THAT WAS ATTENDED BY MR. RON
23 ANDRADE AND I BELIEVE DUANE CHAMPAGNE, MR. STEIN AND I HAD A
24 LONG CONVERSATION AFTER DINNER DURING OUR WALK AND THE
25 CONCEPT THERE WAS TO BRING INDIAN GAMING INTO LOS ANGELES
26 USING THE GABRIELINO TRIBE AS THAT VEHICLE. SO IT WAS MY
27 UNDERSTANDING THEN THAT MR. STEIN WAS AN EXPERT IN INDIAN
28 AFFAIRS.

1 Q. OKAY. I WANT TO IDENTIFY A DOCUMENT WHICH IS
2 PLAINTIFFS 10 AND I WOULD FIRST GIVE YOU A COPY SO THAT YOU
3 CAN IDENTIFY IT?

4 A. YES.

5 Q. MR. DUNLAP DO YOU RECALL RECEIVING THIS DOCUMENT?

6 A. YES I DO.

7 Q. WHAT IS IT?

8 A. IT'S A DOCUMENT -- IT'S AN ANNOUNCEMENT ACTUALLY
9 WHAT APPEARS TO BE ARTER & HADDEN LLP ANNOUNCING MR. STEIN'S
10 APPOINTMENT TO THE FIRM OF -- OF COUNSEL OF ARTER & HADDEN.

11 Q. WHAT OTHER REPRESENTATIONS ARE MADE IN THIS
12 ANNOUNCEMENT?

13 A. ARTER & HADDEN AND ANNOUNCED THE APPOINTMENT OF MR.
14 STEIN TO THE NATIONAL ADVISORY COUNSEL AT UCLA DEGREE PROGRAM
15 AND LAW ON AMERICAN INDIAN STUDIES? DID YOU WANT ME TO
16 CONTINUE.

17 Q. YES PLEASE. YOUR HONOR CAN I CIRCULATE THIS.

18 THE COURT: YES YOU MAY.

19 Q. BY MS. IBARRA: WHAT OTHER REPRESENTATIONS MR.
20 DUNLAP?

21 A. LASTLY THERE'S A CONGRATULATIONS MR. STEIN'S CLIENTS
22 OF A RECENT SETTLEMENT OF BEVERLY HARPER LLC IN THE AMOUNT OF
23 4,000,000 \$775,000. IT GOES ONTO DISCUSS WHAT -- APPARENTLY
24 WHAT THE LITIGATION WAS ABOUT.

25 Q. SO LET ME JUST FOCUS YOU ON THE SECOND PAGE, THE
26 FIRST PARAGRAPH?

27 A. YES.

28 Q. CAN YOU READ THAT?

1 A. ARTER & HADDEN WITH OVER -- EXCUSE ME, WITH OVER 47
2 ZERO ATTORNEYS HAS MADE A MAJOR COMMITMENT OF RESOURCES TO
3 TRIABLE SOVEREIGNS AND THEIR RELATED ENTITIES, JONATHAN
4 STEIN, OF COUNSEL IS AN ASSOCIATE MEMBER OF CNIGA AND NIGA.

5 Q. DO YOU KNOW CNIGA AND NIGA DO YOU KNOW WHAT THEY
6 ARE?

7 A. NIGA IS THE NATIONAL INDIAN GAMING ASSOCIATION,
8 CNIGA I BELIEVE AND I COULD BE WRONG IS THE CALIFORNIA
9 NATIONAL INDIAN GAMING ASSOCIATION.

10 Q. SO LET'S FOCUS ON THE ONE THAT YOU KNOW WHICH IS
11 NIGA. SO WHAT IS THAT?

12 A. NATIONAL INDIAN GAMING ASSOCIATION, I BELIEVE SETS
13 STANDARDS AND OVERSEEING TRIABLE -- TRIBAL ENTITIES ENTERING
14 INTO AGREEMENTS -- DEVELOPMENT AGREEMENTS WITH POTENTIAL
15 DEVELOPERS OR INVESTOR.

16 Q. IS THAT MAYBE THE NATIONAL INDIAN GAMING
17 COMMISSION?

18 A. IT COULD BE.

19 Q. AND IS THIS NATIONAL INDIAN GAMING ASSOCIATION?

20 A. THERE AGAIN, I'M NOT CLEAR.

21 Q. OKAY. BUT IT HAS TO DO WITH INDIAN GAMING?

22 A. YES.

23 Q. SO ON THE BASIS OF THIS ANNOUNCEMENT YOU THOUGHT
24 HE -- WHAT DID YOU COME TO BELIEVE ABOUT MR. STEIN'S LEGAL
25 WORK?

26 A. WELL THERE AGAIN, THIS WAS IN THE BEGINNING YEAR
27 2000 WHEN THESE WERE DISTRIBUTED TO ME. AT THAT PARTICULAR
28 TIME I HAD VERY LITTLE KNOWLEDGE OF INDIAN GAMING AS IT

1 PERTAINED TO THE GABRIELINO AND HOW THAT WOULD COME ABOUT.
2 THIS INFORMATION I RECALL RATHER CONVINCED ME THAT MR. STEIN
3 WOULD BE AN EXPERT AND AN ASSET IN HELPING US ACHIEVE FEDERAL
4 RECOGNITION AND INDIAN GAMING IN LOS ANGELES.

5 Q. DO YOU RECALL IF YOU RECEIVED THIS BEFORE OR AFTER
6 YOU MET MR. STEIN?

7 A. I BELIEVE THIS WAS AFTER I MET MR. STEIN AS I
8 RECALL.

9 Q. OKAY. SO THEN I WOULD POINT YOU TO -- IT DOESN'T
10 SEEM TO BE DATED BUT THE SECOND -- THE THIRD PAGE HAS A
11 HEADER?

12 A. YES ARTER & HADDEN JANUARY 15TH, 2000, PAGE 2.

13 Q. DO YOU THINK YOU RECEIVED IT AT OR AROUND THAT TIME?

14 A. IT COULD BE POSSIBLE BUT I DON'T -- I DON'T BELIEVE
15 I MET MR. STEIN UNTIL THE FOLLOWING MONTH BUT I'M NOT SURE.

16 Q. OKAY. SO THEN I'M GOING TO IDENTIFY ANOTHER
17 DOCUMENT THAT HASN'T BEEN USED YET AND THAT IS EXHIBIT 7,
18 PLAINTIFF'S 7. MR. DUNLAP ARE YOU FAMILIAR WITH THIS
19 DOCUMENT?

20 A. YES.

21 Q. WHAT IS IT?

22 A. IT'S AN INVOICE ADDRESSED TO ME DATED APRIL 30TH,
23 2000 FROM THE LAW OFFICE OF JONATHAN STEIN.

24 Q. SO CAN YOU READ THE LINE IN REFERENCE TO?

25 A. IN REFERENCE TO ECONOMIC DEVELOPMENT TASKS AND SCOPE
26 OF WORK.

27 Q. AND WHAT DO YOU UNDERSTAND THIS TO BE?

28 A. MY UNDERSTANDING WAS THIS WAS A BILL TO ME FURTHER

1 WORK THAT JONATHAN STEIN HAD PERFORMED UP UNTIL THAT POINT IN
2 TIME. AFTER READING THE INVOICE, I MEAN IT'S CLEAR THE
3 DESCRIPTION OF WHAT HE'S CHARGING FOR. I QUESTIONED IT AT
4 THE TIME BECAUSE THE AMOUNT WAS 2800 \$87 FIVE CENTS.

5 Q. FOR A MEETING?

6 A. YES.

7 Q. CAN I CIRCULATE THIS, YOUR HONOR.

8 THE COURT: YOU MAY.

9 Q. BY MS. IBARRA: SO MOVING ON TO ANOTHER EXHIBIT,
10 EXHIBIT 8. ARE YOU FAMILIAR WITH THIS EXHIBIT, WITH THIS
11 DOCUMENT I SHOULD SAY?

12 A. YES.

13 Q. WHAT IS IT?

14 A. IT'S A LETTER ON ARTER & HADDEN LETTERHEAD
15 APPARENTLY, MR. STEIN'S LAW OFFICE, IT'S A LETTER DIRECTED TO
16 ME WITH REGARDS TO INTERNAL BILLING SENT BY MISTAKE.

17 Q. CAN YOU READ THE FIRST TWO PARAGRAPHS OF THIS
18 EXHIBIT PLEASE?

19 A. DEAR SAM, MY SECRETARY, SANDRA, GERMANE BROUGHT TO
20 MY ATTENTION TODAY THAT SHE HAD MAILED OUT A NUMBER OF
21 INTERNAL ACCOUNTINGS BY MISTAKE AS IF THEY WERE INVOICES FROM
22 OUR OFFICE. YOUR TRIBE WAS SENT AN INTERNAL ACCOUNTING BY
23 MISTAKE AND OF COURSE NO PAYMENT IS DUE, WE APOLOGIZE FOR
24 THAT MISTAKE. IT GOES ON DID.

25 Q. SECOND PARAGRAPH?

26 A. PAYMENT ON STEIN STRUCTURE FINANCES IS OFTEN MADE IN
27 WHOLE OR PART ON PROCEEDS OF THE FINANCING. UNTIL THAT
28 HAPPENS, I KEEP INTERNAL RECORDS OF MY TIME TO BE FAIR AND

1 ACCURATE IN SENDING THE LEGAL COSTS FOR EACH SEPARATE --
2 EXCUSE ME, EACH SEPARATE FINANCING TRANSACTION. IF THE
3 TRANSACTION FAILS TO GO THROUGH, THIS TIME IS OFTEN WRITTEN
4 OFF.

5 Q. SO DID YOU COME TO ANY SORT OF IDEA ABOUT THE SCOPE
6 OF MR. STEIN'S WORK ON THE BASIS OF THIS LETTER?

7 A. WELL THIS -- THIS LETTER WAS WRITTEN TOWARDS THE END
8 OF MAY OF 2000. OF COURSE I BELIEVE TO HAVE RECEIVED IS IT
9 BECAUSE IT SAYS THAT NO PAYMENT IS DUE BY ME BUT IT WAS MY
10 UNDERSTANDING THAT THIS IS ALL PART OF MR. STEIN'S REPUTATION
11 OF -- OF THE TRIBE AT THIS TIME THAT -- THIS IS VERY EARLY ON
12 WHERE JONATHAN STEIN AND I WERE WORKING PRETTY MUCH TOGETHER.

13 Q. DID YOU THINK THAT IT WAS -- THAT THE WORK THAT HE
14 WAS DOING FOR YOU WAS LEGAL IN NATURE?

15 A. OH ABSOLUTELY, YES.

16 Q. CAN I CIRCULATE THAT.

17 THE COURT: YES YOU MAY.

18 MS. IBARRA: SO THAT WAS EXHIBIT 8. CAN WE LOOK AT
19 EXHIBIT 11, SO I'M GOING TO ASK YOU TO IDENTIFY THIS.

20 THE COURT: MAYBE WE SHOULD TAKE A SHORT BREAK, HOW
21 ABOUT 10 MINUTES. 10 MINUTES.

22 MS. IBARRA: YES.

23 (WHEREUPON THE JURY EXITS THE COURTROOM.).

24 THE COURT: ALL RIGHT 10 MINUTES.

25 (BREAK TAKEN.) 11:27 AM TO 11:38 AM

26 (WHEREUPON THE JURY ENTERS THE COURTROOM.).

27 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
28 BC361307. OKAY YOU MAY CONTINUE AND DID YOU HAND BACK THE

1 EXHIBIT.

2 THE CLERK: YES YOUR HONOR.

3 THE COURT: OKAY.

4 Q. BY MS. IBARRA: MR. DUNLAP I JUST HANDED YOU A
5 DOCUMENT, CAN YOU IDENTIFY IT?

6 A. A DOCUMENT DATED JUNE 16TH, 2000, PUBLIC
7 MISSTATEMENT BY RICHARD MEL ON [SR*EUF] [SREUFP].

8 MS. IBARRA: YES.

9 THE COURT: WHAT EXHIBIT NUMBER IS THIS.

10 MS. IBARRA: IT'S EXHIBIT NUMBER 11.

11 THE COURT: OKAY THANK YOU.

12 Q. BY MS. IBARRA: DO YOU RECALL RECEIVING THIS
13 DOCUMENT?

14 A. YES.

15 Q. DO YOU KNOW WHAT PRECEDED THIS DOCUMENT?

16 A. I DON'T RECALL WHAT JONATHAN MAY HAVE SAID ACCORDING
17 TO THIS -- EXCUSE ME.

18 A. WHAT MR. MEL MIGHT HAVE SAID, I WASN'T AT THIS
19 PARTICULAR EVENT AND I THINK -- THAT'S DESCRIBED IN THE
20 LETTER.

21 Q. SO WHY DID MR. STEIN SEND YOU THIS LETTER?

22 A. WELL, MR. STEIN KNEW AT THAT POINT IN TIME IN JUNE
23 OF 2000 THAT I HAD RELATIONSHIPS WITH MANY DIFFERENT TRIBAL
24 GROUPS, NOT JUST THE GABRIELINO, BUT ALSO THE LESUENO GROUPS
25 AND GUANENO GROUPS,, TRUNESH, SERRANO, ET CETERA, ET CETERA,
26 AND THAT I WAS INVOLVED WITH OTHER INDIAN ISSUES OTHER THAN
27 JUST WITH THE GABRIELINO-TONGVA. IT WAS MY UNDERSTANDING
28 THAT JONATHAN SENT ME THIS LETTER ALSO TO SET THE RECORD

1 STRAIGHT IS I THINK WHAT LETTER REFERENCES BECAUSE OF MY
2 DEALINGS WITH OTHER TRIBE'S.

3 Q. SO WHY DON'T WE GO TO -- CAN YOU READ THE SECOND
4 PARAGRAPH OF THIS LETTER?

5 A. YES. AT A RECENT CNIGA MEETING WHICH I DID NOT
6 ATTEND, CHAIRMAN MELONOVICH APPARENTLY STATED TO THE
7 ASSEMBLED GROUP THAT I HAVE REPRESENTED TO OTHER CNIGA
8 MEMBERS THAT I AM AN ATTORNEY FOR AGUA CALIENTE. RICHARD
9 WENT TO ONTO CLARIFY THAT ARTER & HADDEN DOES NOT REPRESENT
10 AGUA CALIENTE IN FACT THERE WERE NEVER ANY STATEMENTS BY ME
11 OR BY ANYONE ELSE AT ARTER & HADDEN THAT AGUA CALIENTE IS OUR
12 CLIENT.

13 Q. WHAT IS AGUA CALIENTE?

14 A. AGUA CALIENTE IS A FAIRLY RECOGNIZED TRIBE OUT NEAR
15 PALM SPRINGS THAT OPERATES A RATHER SUCCESSFUL CASINO.

16 Q. IS THIS THE FIRST TIME THAT HAD YOU HEARD THAT MR.
17 STEIN HAD MADE REPRESENTATIONS CONCERNING AGUA CALIENTE BEING
18 HIS CLIENT?

19 A. YES. THAT WOULD HAVE BEEN ABOUT THE SAME TIME, I
20 WOULD ASSUME.

21 Q. THE SAME TIME?

22 A. AS THE DATE OF THIS LETTER, JUNE 2000, YES.

23 Q. I SEE, OKAY. DID YOU HEAR ABOUT THAT SUBSEQUENTLY,
24 DID THIS ALLEGATION COME UP AGAIN?

25 A. NO, I DON'T RECALL.

26 Q. CAN I CIRCULATE THIS.

27 THE COURT: YES YOU MAY.

28 MS. IBARRA: FOR THE RECORD TWO EXHIBITS WERE COPIED

1 TOGETHER SO WE'VE ALREADY SEEN THE LAST THREE PAGES OF THIS
2 EXHIBIT SO I'LL JUST TAKE THEM OFF.

3 THE COURT: JUST THE LETTERS.

4 MS. IBARRA: YES JUST THE LETTERS, ALTHOUGH WE'VE
5 SEEN THE OTHER ONES, I'M JUST TAKING THIS.

6 MR. STEIN: SO WHAT'S BEING CIRCULATE TODAY THE JURY
7 YOUR HONOR, ONE EXHIBITOR TWO.

8 MS. IBARRA: EXHIBIT 11.

9 THE COURT: WELL THERE'S MULTIPLE EXHIBITS BEING
10 CIRCULATED AND THEY COME BACK AND WE PUT THEM BACK IN THE
11 RECORD.

12 BY MS. IBARRA: DID THIS LETTER ALSO HAVE SOME
13 BEARING ON YOUR UNDERSTANDING OF MR. STEIN'S LEGAL
14 REPRESENTATION OF YOUR INTERESTS?

15 A. OH YES ABSOLUTELY. BY THIS TIME, JUNE OF 2000, I
16 HAD BEEN INVOLVED WITH MR. STEIN FOR NEARLY FIVE MONTHS AND
17 IT OF COURSE RATHER REINFORCED MY OPINION OF HIM THAT HE WAS
18 A TRIBAL ATTORNEY AND WHICH ACTUALLY IMPRESSED ME VERY MUCH
19 AT THAT POINT IN TIME.

20 Q. AND THAT HE HAD SUBSTANTIAL CLIENTS OR --

21 A. WELL YES.

22 Q. -- AND CLIENTS THAT HAD HE NEEDED TO DISCLAIM
23 SOMETIMES?

24 A. I --.

25 Q. I'M GOING TO SHOW YOU A DIFFERENT DOCUMENT.

26 THE COURT: WAS THAT AN ANSWER, I DIDN'T HEAR THE
27 ANSWER?

28 A. I DIDN'T UNDERSTAND THE QUESTION.

1 MS. IBARRA: OH SOMETIMES CLIENTS HE NEEDED TO
2 CLARIFY HAD HE DIDN'T REPRESENT CERTAIN CLIENTS AS WELL?

3 A. YES.

4 Q. I'LL SHOW YOU A DIFFERENT DOCUMENT, THIS IS EXHIBIT
5 6. AFTER YOU REVIEW IT IF YOU CAN TELL ME IF YOU RECOGNIZE
6 THIS?

7 A. YES.

8 Q. SO CAN YOU READ -- CAN YOU READ THE THIRD PARAGRAPH
9 PLEASE?

10 A. *THIS AGREEMENT STILL NEEDS FURTHER REVIEW BY KEN
11 AND LEE WHO ARE ONLY RECEIVING IT WITH THIS MAILING. I ALSO
12 UNDERSTAND THAT THE TONGVA ARE IN THE PROCESS OF SELECTING
13 THEIR COUNSEL AND SO SHOULD ALLOW ITS COUNSEL TO BEGIN ITS
14 REVIEW WITH THIS DRAFT*.

15 Q. SO WAS THERE ANOTHER DOCUMENT ATTACHED TO THIS AT
16 SOME POINT?

17 A. I ACTUALLY DON'T RECALL. I CAN ONLY ASSUME IT WAS
18 THE DRAFT OF THE ECONOMIC DEVELOPMENT AGREEMENT.

19 Q. BUT YOU DON'T HAVE A SPECIFIC MEMORY OF IT, OF
20 HAVING REVIEWED THIS LETTER OR THE DEVELOPMENT AGREEMENT THAT
21 CAME WITH IT?

22 A. NO NOT AT THIS POINT, THIS WAS APRIL OF 2000.

23 Q. DO YOU RECALL HAVING A BELIEF THAT MR. STEIN HAD
24 DRAFTED THE SMDC AGREEMENT?

25 A. OH ABSOLUTELY.

26 Q. WAS THAT ALWAYS YOUR BELIEF?

27 A. YES.

28 Q. AND THIS MIGHT HAVE CONTRIBUTED TO THIS BELIEF?

1 A. OH YES.

2 Q. YOUR HONOR CAN I CIRCULATE THIS.

3 THE COURT: YES YOU MAY.

4 Q. DID YOU HAVE COUNSEL AT THAT POINT?

5 A. IN APRIL OF 2000, I WAS STILL INVOLVED WITH THE SAN
6 GABRIEL GROUP OF ANTHONY MORALES AND I DON'T RECALL WHO WE --
7 WE HAD NO COUNSEL, A TRIBAL ATTORNEY TO MY RECOLLECTION.

8 Q. DUPE WHO HUMAN MCMILLAN?

9 A. I'M SORRY.

10 Q. HUGH MCMILLAN?

11 A. YES YES.

12 Q. DOES THAT RING A BELL?

13 A. HUGH MCMILLAN.

14 Q. I'LL SHOW YOU A DIFFERENT EXHIBIT, EXHIBIT 12, DO
15 YOU KNOW WHAT THAT IS?

16 A. YES.

17 Q. WHAT IS THIS?

18 A. THIS IS A LETTER WRITTEN BY HUGH MCMILLAN JUNE OF
19 2000 WITH REGARDS TO THE DEVELOPMENT AGREEMENT.

20 Q. WHO WAS MR. MCMILLAN OR WHO IS?

21 A. WHO IS. MR. MCMILLAN AT THAT TIME WAS EMPLOYEE OF
22 MR. STEIN, WORKED OUT OF MR. STEIN'S OFFICE, LAW OFFICE, I
23 BELIEVE HE WAS HELPING MR. STEIN WITH ANOTHER VENTURE THAT
24 MR. STEIN HAD AT THE TIME CALLED BURNT DOWN PRODUCTIONS.

25 Q. AND WAS HE A LAWYER?

26 A. YES MR. MCMILLAN WAS A LAWYER, YES.

27 Q. DID MR. STEIN INTRODUCE THE TRIBE TO MR. MCMILLAN?

28 A. YES. I FEIGN LEE ARRANGED A MEETING BETWEEN THE SAN

1 GABRIEL GROUP, ANTHONY MORALES AND THE TRIBAL COUNCIL OF
2 WHICH I WAS A MEMBER IN JUNE OF 2000 AND IT WAS AT A
3 RESTAURANT, THE SAN GABRIEL TRIBAL COUNCIL, HUGH MCMILLAN,
4 RON AN TRADE A AND MR. STEIN WERE PRESENT.

5 Q. DID MR. STEIN INTEND FOR MR. MCMILLAN TO SERVE AS
6 THE TRIBE'S COUNSEL?

7 A. YES, HE DID.

8 Q. SEW WANTED HIS EMPLOYEE TO BE THE TRIBE'S LAWYER.

9 MR. STEIN: OBJECTION FACTS NOT IN EVIDENCE.

10 MR. FORDYCE: JOIN.

11 THE COURT: OVERRULED.

12 Q. BY MS. IBARRA: IS THAT YOUR UNDERSTANDING MR.
13 DUNLAP?

14 A. YES.

15 MS. IBARRA: YOUR HONOR CAN I CIRCULATE THIS LETTER.

16 THE COURT: YES YOU MAY. ALTHOUGH AT SOME POINT YOU
17 MIGHT OVERWHELM THE JURY WITH PAPER.

18 MS. IBARRA: OH I KNOW THEY'RE VERY SHORT, THEY'RE
19 JUST ONE PAGERS.

20 Q. BY MS. IBARRA: SO IS HE DECLINING REPRESENTATION OR
21 IS HE JUST -- WHAT IS THE SUBSTANCE OF THIS LETTER, MR.
22 DUNLAP?

23 A. MAY I READ IT AGAIN, I HAVEN'T SEEN IT --

24 Q. YES YOU MAY?

25 A. -- IN A LONG TIME.

26 Q. YES.

27 A. I'VE READ IT.

28 Q. OKAY. SO WHAT IS THE SUBSTANCE OF IT?

1 A. WELL AS THE LETTER STATES, THE GABRIELINO TRIBAL
2 COUNCIL OF SAN GABRIEL DID NOT WANT TO DEAL WITH MR. STEIN OR
3 THE DEVELOPMENT AGREEMENT. HOWEVER HUGH MCMILLAN WAS NEVER
4 ENGAGED BY THE TRIBAL COUNCIL WITH RESPECT WHO THAT THIS
5 LETTER IS STATING, MR. MCMILLAN LIKE I SAID AT THAT TIME WAS
6 AN EMPLOYEE OF MR. STEIN.

7 Q. CAN I ASK YOU, WHY THE LETTERHEAD IS NOT IN MR.
8 STEIN'S LAW OFFICES OF JONATHAN STEIN?

9 A. I-- I HAVE NO -- NO IDEA WHY THAT IS OFF OF THAT.

10 Q. SO IT COULD HAVE BEEN THEY HAD ANOTHER ARRANGEMENT
11 LIKE MAYBE THEY ARE.

12 MR. STEIN: OBJECTION LEADING.

13 THE COURT: SUSTAINED.

14 Q. BY MS. IBARRA: BUT IT WAS YOUR IMPRESSION THAT HE
15 WAS HIS EMPLOYEE?

16 A. OH ABSOLUTELY, YES.

17 Q. SO WAS THIS A PATTERN WITH MR. STEIN.

18 MR. STEIN: OBJECTION LEADING.

19 THE COURT: OVERRULED.

20 Q. BY MS. IBARRA: WAS THERE A PATTERN WITH MR. STEIN,
21 THAT HE OFTEN SOUGHT TO INTRODUCE YOU TO LAWYERS THAT HE KNEW
22 TO REPRESENT THE TRIBE OR WHATEVER TRIBAL ENTITY YOU WERE
23 WORKING WITH?

24 A. YES.

25 MR. STEIN: OBJECTION LEADING.

26 THE COURT: OVERRULED. AND YOUR ANSWER?

27 A. YES.

28 MS. IBARRA:

1 Q. CAN YOU RECALL OTHER TIMES WHEN HE DID THIS?

2 A. HUGH MCMILLAN WAS THE FIRST. AFTER THAT I BELIEVE
3 THERE WAS A GENTLEMAN NAMED ED HAMBURGER.

4 Q. WHO IS MR. ED HAMBURGER?

5 A. I ONLY KNEW HIM BRIEFLY IN THE LATTER PART OF 2000 I
6 THINK. AT SOME POINT HUGH MCMILLAN LEFT JONATHAN'S
7 EMPLOYMENT IN THE YEAR 2000 I BELIEVE AND THEN MR. HAMBURGER,
8 ED HAMBURGER WAS RECRUITED BY MR. STEIN TO TRY TO OVERSEE ANY
9 DEVELOPMENT WORK I BELIEVE OR NEGOTIATION WITH ANY TRIBAL
10 GROUP BUT I DON'T REMEMBER THE DURATION OF THAT RELATIONSHIP
11 WITH MR. STEIN.

12 Q. SO THIS WAS BEFORE 2000?

13 A. DURING 2000.

14 Q. DURING -- OH SORRY YES?

15 A. YES.

16 Q. DURING 2000?

17 A. YEAH.

18 Q. I MEANT TO SAY BEFORE 2001?

19 A. YES BEFORE 2001.

20 Q. SO DID MR. HAMBURGER?

21 A. HAMBURGER.

22 Q. HAMBURGER. DID HE -- DID YOU INTRODUCE HIM TO THE
23 MORALES GROUP?

24 A. NO, I DID NOT.

25 Q. DID YOU INTRODUCE HIM TO THE VELASQUES GROUP?

26 A. YES.

27 Q. DID YOU INTRODUCE HIM TO JUST MR. VELASQUES?

28 A. I BELIEVE SO, IF I RECALL, YES.

1 Q. DID YOU INTRODUCE HIM TO THE TRIBAL COUNCIL OF THE
2 VELASQUES GROUP?

3 A. I -- I DON'T BELIEVE SO.

4 Q. WHAT HAPPENED TO MR. HAMBURGER?

5 A. I BELIEVE MR. HAMBURGER REFUSED TO DEAL ANY FURTHER
6 WITH MR. STEIN, THE REASONS WERE RATHER UNCLEAR, I REALLY
7 DON'T RECALL WHY OTHER THAN -- I HAVE ONLY ASSUMED THAT THE
8 RELATIONSHIP BETWEEN THERE STEIN AND MR. HAMBURGER WAS NOT
9 GOOD.

10 Q. AND HE WASN'T -- WAS HE IN THE PICTURE DURING THE
11 TIME -- IN THE PICTURE. WAS HE -- DID HE PROVIDE -- SO YOU
12 SAID YOU DIDN'T INTRODUCE HIM THROUGH THE TRIBAL COUNCIL OR
13 YOU DON'T REMEMBER. SO DO YOU KNOW IF YOU PROVIDED ANY
14 ADVICE TO MR. VELASQUES OR THE TRIBAL COUNCIL BEFORE HE LEFT
15 HIS EMPLOYMENT WITH MR. STEIN?

16 A. I DON'T RECALL. I DON'T RECALL WHETHER MR.
17 HAMBURGER DID.

18 Q. SO YOU WERE PRESENT ON THE DAY THAT MR. STEIN
19 PRESENTED THE SMDC AGREEMENT TO THE VELASQUES GROUP TRIBAL
20 COUNCIL?

21 A. YES I BELIEVE SO.

22 Q. WAS THERE ANY LAWYER PRESENT THAT DAY BESIDES MR.
23 STEIN?

24 A. I THINK THE INTRODUCTION OF THE DEVELOPMENT
25 AGREEMENT TO THE VELASQUES TRIBAL COUNCIL, AND WE'RE TALKING,
26 I'M ASSUMING NOW IN 2001, WAS OVER A PERIOD OF TIME AND I
27 BELIEVE THE ONLY ATTORNEY THAT WAS PRESENT OTHER THAN MR.
28 STEIN AT A VELASQUES -- JIM VELASQUES [THRAO*EUBG] MEETING

1 WAS A GENTLEMAN BY THE NAME OF MR. OTTO.

2 Q. MR. OTTO, OKAY. WAS HE PRESENT?

3 A. I BELIEVE HE WAS PRESENT AT ONE POINT.

4 Q. WAS HE PRESENT AT THE MEETING WHERE THE SMDC
5 AGREEMENT WAS EXECUTED?

6 A. I DON'T BELIEVE SO. I BELIEVE MR. OTTO AT SOME
7 POINT HAD REFUSED TO DEAL WITH MR. STEIN OR TO REPRESENT THE
8 TRIBE. INITIALLY THERE WAS A RETAINER AGREEMENT THAT MR.
9 OTTO WANTED OF SOME \$5,000. I REMEMBER WRITING A CHECK TO
10 MR. OTTO FOR HALF OF THAT 2500 WHICH WAS RETURNED TO ME UN
11 CASHED BECAUSE MR. OTTO DID NOT WISH TO PURSUE THE
12 NEGOTIATION.

13 Q. AND TO THE BEST OF YOUR MEMORY WAS THAT BEFORE THE
14 SMDC AGREEMENT WAS EXECUTED?

15 A. I BELIEVE IT WAS BUT I AM NOT SURE.

16 Q. I MIGHT HAVE A DOCUMENT THAT COULD REFRESH YOUR
17 RECOLLECTION. OH ACTUALLY IT'S UP THERE, IT'S EXHIBIT 16.

18 THE COURT: OKAY THAT'S THE LAST THING WE'RE GOING
19 TO DO BEFORE WE GO TO LUNCH. SO TRY TO REFRESH HIS
20 RECOLLECTION AND THEN WE'RE GOING TO GO TO LUNCH.

21 MS. IBARRA: ACTUALLY MR. -- CAN YOU REVIEW -- I'LL
22 BRING THAT OVER TO YOU. IT MIGHT BE EASIER IF I JUST BRING
23 IT OVER.

24 THE COURT: WHICH ONE IS THAT, EXHIBIT?

25 MS. IBARRA: 16.

26 THE COURT: 16.

27 Q. BY MS. IBARRA: HAVE YOU SEEN THIS BEFORE. WE HAVE
28 A SMALLER ONE TOO IN THAT'S EASIER?

1 A. YES IT'S BEEN A LONG TIME. IT'S BEEN A LONG TIME
2 BUT YES, I DO RECALL IT.

3 Q. SO DOES THIS REFRESH YOUR RECOLLECTION AS TO WHEN HE
4 REFUSED THE ENGAGEMENT?

5 A. YEAH MAY I READ THROUGH IT REAL QUICK YOUR HONOR.
6 THE COURT: SURE JUST QUICKLY.

7 MS. IBARRA: SO MAYBE I CAN JUST PERIOD OF TIME YOU
8 TO THE PLACE THAT MIGHT BE MOST PERTINENT AS TO WHEN HE
9 REFUSED THE ENGAGEMENT IS THE THIRD PARAGRAPH ON THE FIRST
10 PAYMENT AS REFLECTED BY MY CORRESPONDENCE OF FEBRUARY 26?

11 A. OH OKAY. YES.

12 Q. SO IS HE THE ONLY LAWYER THAT WOULD HAVE POSSIBLY
13 BEEN ENGAGED?

14 A. INFORM REVIEW THE ECONOMIC DEVELOPMENT AGREEMENT,
15 YES.

16 Q. AND HE DECLINED, CORRECT?

17 A. CORRECT.

18 Q. BEFORE? SO WE'LL STOP THERE.

19 THE COURT: OKAY THANK YOU. 130.

20 (WHEREUPON THE JURY EXITS THE COURTROOM.).

21 THE COURT: WE'LL SEE YOU AT 130. COUNSEL WE'LL SEE
22 YOU AT 130.

23 MS. IBARRA: THANK YOU.

24 MR. FORDYCE: THANK YOU YOUR HONOR.

25 (NOON BREAK.) 12:02 PM TO 01:31 PM.

26 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
27 BC361307. GOOD AFTERNOON.

28 MS. IBARRA: GOOD AFTERNOON.

1 MR. FORDYCE: GOOD AFTERNOON.

2 THE COURT: OKAY YOU HAVE WANTED TO TALK TO ME.

3 MR. STEIN: YES YOUR HONOR. TWO TOPICS, THE FIRST
4 ONE IS CAN WE GET A TIME CHECK ON DUNLAP SO FAR.

5 THE COURT: SURE, YOU CAN ASK THE CLERK ABOUT IT.

6 THE CLERK: SHE HAS 26 MINUTES LEFT.

7 THE COURT: OKAY AND WHAT'S YOUR NEXT QUESTION.

8 MR. STEIN: JUST THE -- AGAIN WE HAVE THE REDACTED
9 DOCUMENT AND I WANTED TO USE THE FIRST PAYMENT OF IT WITH
10 DUNLAP TODAY, ON THE OTHER HAND IT HAS BEEN AN EMOTIONAL DAY,
11 I'VE ALREADY MADE A MISTAKE BECAUSE OF THAT AND IT MAY NOT BE
12 SMART TO BRING UP AN EMOTIONAL TOPIC LIKE THAT TODAY.

13 THE COURT: I DON'T THINK YOU'RE GOING TO BRING IT
14 UP AT ALL, THERE'S TOO MUCH EXPLOSIVE INFORMATION IN HERE --
15 WELL.

16 MR. STEIN: AND THIS IS EXHIBIT, THE CHRONOLOGY OF
17 CONFLICT EXHIBIT.

18 THE COURT: RIGHT.

19 MR. STEIN: SO.

20 THE COURT: WHAT IS THE PURPOSE OF THIS.

21 MR. STEIN: IT'S TO DO TWO THINGS, NUMBER ONE, IT'S
22 TO GIVE MY SIDE OF DISPUTED FACTS ABOUT WHAT HAPPENED IN
23 AUGUST AND SEPTEMBER.

24 THE COURT: BUT YOU TO THAT IN TESTIFYING, RIGHT,
25 THE DOCUMENT IS JUST --.

26 MR. STEIN: WELL YOU KNOW I THINK A CONTEMPORANEOUS
27 DOCUMENT IS VERY STRONG EVIDENCE WHEN IT'S A HE SAID SHE SAID
28 SITUATION.

1 THE COURT: NO.

2 MR. STEIN: AND THE SECOND THING -- JUST TO MAKE ANY
3 RECORD YOUR HONOR, AND THE SECOND THING IS TO SHOW THE REAL
4 REASON THEY DON'T WANT TO [TAEU] SMDC IS NOT AN
5 ATTORNEY-CLIENT RELATIONSHIP, IS BECAUSE THEY JUST HARBOR
6 VERY ILL FEELINGS TOWARD HIM AND DUNLAP --.

7 THE COURT: TOWARDS WHO.

8 MR. STEIN: TOWARDS MR. STEIN PERSONALLY.

9 THE COURT: ISN'T THAT WHAT CROSS-EXAMINATION IS
10 FOR.

11 MR. STEIN: THAT'S ONE WAY OF DOING IT BUT SHOWING
12 THIS DOCUMENT OR USING A CONTEMPORANEOUS DOCUMENT [TEPDZ] TO
13 INN [KRED] CREDIBILITY IN A HE SHED SAID SHE SAID FOUNDATION.

14 MS. IBARRA: IT THERE IS LACKS FOUNDATION THERE'S NO
15 EVIDENCE THAT HE'S EVER REVIEWED IT, IT'S EXCHANGED BETWEEN
16 MR. STEIN AND LIBRA THERE'S NO INDICATION THAT THERE'S BEEN
17 ANY COMMUNICATION WITH HIM.

18 THE COURT: SO IT'S EXCLUDED FROM NOW.

19 MR. STEIN: SO THEN CAN MR. STEIN BRING IT UP IN HIS
20 DIRECT TESTIMONY SAYING IT'S MY CONTEMPORANEOUS DOCUMENT FOR
21 THAT TIME PERIOD BECAUSE HE'LL BE BRINGING UP ALL SORTS OF
22 STUFF IN THE E-MAILS --

23 THE COURT: BUT THIS IS YOUR OWN CREATION, THIS IS
24 YOUR DOCUMENT. SO YOU CAN ASK HIM ABOUT YOU KNOW CHECKS OR
25 FINANCIAL RESPONSIBILITIES ABOUT ARONSON, YOU DON'T NEED THIS
26 DOCUMENT TO DO IT, THIS DOCUMENT IS JUST YOUR RECITATION TO
27 SOMEBODY ELSE ABOUT YOUR VERSION OF EVENTS, THAT'S ALL IT IS,
28 AND YOU'RE A PARTY SO YOU CAN -- YOU'RE GOING TO TESTIFY ON

1 YOUR OWN BEHALF OR CALLED 776, SOUNDS LIKE ONE WAY OR ANOTHER
2 YOU'RE GOING TO BE TESTIFYING, RIGHT.

3 MR. STEIN: SO AGAIN, I WOULD LIKE TO USE THAT AS
4 PART OF MY TESTIMONY IN MY CASE IN CHIEF TO DISPUTE FACTS
5 THAT ARE MADE IN OPPOSING COUNSEL'S CASE IN CHIEF AND IT'S A
6 CONTEMPORANEOUS RECORD PRO TO US-D NOT FOR PURPOSE OF
7 LITIGATION, BUT FOR PURPOSE OF SHOWING INVESTORS WHAT WAS
8 GOING ON CONTEMPORANEOUS IN AUGUST AND SEPTEMBER 2006.

9 THE COURT: OKAY WELL IT'S DENIED. LET'S CALL THE
10 JURY IN.

11 COURT ATTENDANT: AND WE'LL CONTINUE WITH MR.
12 DUNLAP.

13 THE COURT: YES.

14 MS. IBARRA: YES.

15 (WHEREUPON THE JURY ENTERS THE COURTROOM.).

16 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
17 BC361307. GOOD AFTERNOON. YOU HAVE MAY CONTINUE WITH YOUR
18 EXAMINATION. DO THE JURORS WANT THOSE [KPEURBTS] BACK WITH
19 TAGS ON THEM.

20 JUROR NO. 6: WE HAVE THEM.

21 THE COURT: YOU HAVE THEM OKAY.

22 JUROR NO. 7: YEAH THANKS VERY MUCH.

23 Q. BY MS. IBARRA: SO MR. DUNLAP, WE LEFT OFF WITH THE
24 OTTO LETTER?

25 A. YES, SIR.

26 Q. SO THE FIRST PARAGRAPH ON THERE OF THE OTTO LETTER,
27 THE SECOND ONE, THE ONE THAT YOU REVIEWED?

28 A. (INDICATING.).

1 Q. YES THAT ONE, IS THERE AN INDICATION FROM MR. OTTO
2 THAT MR. STEIN DRAFTED -- OR MR. STEIN'S LAW OFFICE DRAFTED
3 THE RESOLUTIONS IN THE FIRST PARAGRAPH?

4 A. YES.

5 Q. WAS IT YOUR UNDERSTANDING AT THE TIME THAT MR. STEIN
6 DRAFTED THOSE RESOLUTIONS?

7 A. YES.

8 Q. DID MR. STEIN DRAFT ALL THE RESOLUTIONS DURING THE
9 TIME THAT YOU HAD A PROFESSIONAL RELATIONSHIP WITH HIM
10 THROUGH THE TRIBE?

11 A. ARE WE TALKING ABOUT THE TRIBAL RESOLUTIONS THAT
12 WERE PUT BEFORE THE TRIBAL COUNCIL FOR SIGNATURE?

13 Q. YES.

14 A. YES.

15 Q. SO HE DRAFTED MOST OF THEM?

16 A. I WOULD SAY YES.

17 Q. I'M GOING TO SHOW YOU A DIFFERENT DOCUMENT THAT
18 WE'VE ACTUALLY -- IT'S BEEN MARKED BEFORE, IT'S 19 AND THIS
19 IS THE COMPLAINT IN THE MORALES LITIGATION. ACTUALLY WHY
20 DON'T YOU IDENTIFY IT.

21 MR. FORDYCE: I'M SORRY WHAT NUMBER WAS THAT.

22 MS. IBARRA: 19.

23 MR. FORDYCE: THANK YOU.

24 THE COURT: COUNSEL MY 19 IS A DEMURRER.

25 MS. IBARRA: OH I'M SORRY IT'S THE LAST DOCUMENT --
26 I THINK THEY GOT COPIED, A LOT OF THE MORALES DOCUMENTS GOT
27 COPIED TOGETHER AND SO TOWARDS THE END THERE'S GOING TO BE
28 THE MORALES COMMONS AND COMPLAINT, IF IT'S EASIER THERE'S

1 A -- I JUST SEPARATED THEM.

2 MR. STEIN: WOULDN'T WE USE EXHIBIT 5 19.

3 THE COURT: OKAY PAGE 7 14 AT THE BOTTOM OF EXHIBIT
4 19.

5 MS. IBARRA: YES PAGE 7 14.

6 THE COURT: OKAY.

7 MR. STEIN: I DON'T BELIEVE THE WITNESS IS USING
8 EXHIBIT 19.

9 THE COURT: HE'S HANDED EXHIBIT 19 SO, I'M LOOKING
10 AT IT, IT LOOKS LIKE EXHIBIT 19.

11 MR. FORDYCE: YOUR HONOR JUST TO BE CLEAR, I DON'T
12 HAVE ANYTHING MARKED SEVEN 14.

13 MS. IBARRA: IT'S DEFENDANTS 00 '87 14 AT THE BOTTOM
14 IT'S BATES STAMPED.

15 MR. STEIN: EXHIBIT 19 IS A DEMURRER NOT COMPLAINT
16 AND HE HAS A COMPLAINT IN HIS HAND THAT'S WHY I ASKED YOUR
17 HONOR.

18 MR. FORDYCE: THIS JUST DOESN'T MATCH OUR EXHIBIT,
19 I'M SORRY BUT IT --.

20 THE COURT: SHOW THEM A COPY.

21 MR. FORDYCE: DOESN'T. WELL IN THAT CASE YOUR HONOR
22 I'LL JUST POINT OUT FOR THE RECORD THERE APPEAR TO BE 24
23 PAGES MISSING, IT GOES FROM SEVEN 14 TO 738 IN THE BATES
24 NUMBER.

25 THE COURT: OKAY BUT THEY'RE YOUR BATES STAMP BUT --
26 DEFENDANT, DEF SO.

27 MR. STEIN: YOUR HONOR THIS IS FROM --.

28 THE COURT: OVERRULED, I'M LOOKING AT IT IT LOOKS

1 LIKE A FULL COMPLAINT.

2 MR. STEIN: THANK YOU HER HONOR.

3 Q. BY MS. IBARRA: MR. DUNLAP, ARE YOU FAMILIAR WITH
4 THIS DOCUMENT?

5 A. YES, I AM SURE I'VE SEEN IT IN THE PAST.

6 Q. AND WHAT IS IT?

7 A. IT IS THE MORALES LAWSUIT FILED ON MY BEHALF BY MR.
8 STEIN.

9 Q. AND WHO ELSE IS REPRESENTED IN THAT LAWSUIT?

10 A. MYSELF, MARTIN ALCALA, VIRGINIA CARMELO AND ED
11 PEREZ.

12 Q. AND WHO ARE THEY REPRESENTED BY ACCORDING TO THE
13 CAPTION PAGE?

14 A. ALCALA, CARMELO AND PEREZ REPRESENTED BY RAE
15 LAMOTHE, I AM REPRESENTED BY JONATHAN STEIN.

16 Q. DO YOU REMEMBER WHO GAVE YOU ADVICE TO FILE THIS
17 LAWSUIT AGAINST ANTHONY MORALES ET AL?

18 A. YES.

19 Q. WHO WAS THAT?

20 A. JONATHAN STEIN.

21 Q. DO YOU RECALL WHAT THAT ADVICE WAS SPECIFICALLY?

22 A. YES. 2001, MYSELF AND OTHER MEMBERS OF THE TRIBAL
23 COUNCIL HAD RECEIVED NOTICE FROM THE ANTHONY MORALES GROUP
24 THAT WE'RE BEING TERMINATED FROM MEMBERSHIP FROM THAT TRIBAL
25 GROUP AND IT WAS DECIDED THEN THAT A LAWSUIT SHOULD BE FILED
26 AGAINST ANTHONY MORALES FOR THE PURPOSE OF -- A COUPLE OF
27 REASONS. BASICALLY WHAT JONATHAN STEIN HAD EXPLAINED TO ME
28 WAS AND THE REASON WHY HE DEFENDANT-D ME WAS THAT IT WOULD BE

1 A GOOD OPPORTUNITY TO BASICALLY TAKE OVER THE
2 GABRIELINO-TONGVA TRIBE IN SAN GABRIEL, FOR-G THEM INTO A
3 LAWSUIT, SUING THEM I SHOULD SAY, BY SUING THEM WE WOULD BE
4 ABLE TO OBTAIN ANY AND ALL TRIBAL RECORDS THAT ANTHONY
5 MORALES -- THEY HAD IN HIS POSSESSION.

6 Q. SO THIS WAS A CONTINUATION OF YOUR STRATEGY BEFORE
7 BECAUSE YOU TESTIFIED BEFORE THAT YOU WERE GOING TO --?

8 A. YES. IT WAS ANOTHER WAY OF TRYING TO BASICALLY TAKE
9 OVER THE SAN GABRIEL GROUP BEING UNABLE TO DO IT IN THE
10 ELECTORAL PROCESS BACK IN THE SUMMER 2000.

11 Q. BUT WHY BRING IN MARTIN ALCALA AND EDGAR PEREZ AND
12 VIRGINIA CARMELO?

13 A. WELL THEY WERE ALSO SERVED WITH THE SAME TERMINATION
14 NOTICE BY ANTHONY MORALES SO I WASN'T ALONE. AND I -- I
15 DON'T REMEMBER THE EXACT REASON WHY THEY WERE ALSO INCLUDED
16 IN THE LAWSUIT OTHER THAN TO MAKE IT MORE SUBSTANTIAL.

17 Q. AND DID HE GIVE YOU ADVICE TO INCLUDE THEM?

18 A. YES.

19 Q. DID MR. STEIN GIVE YOU ADVICE TO INCLUDE THEM?

20 A. YES MR. STEIN DID GIVE ME ADVICE.

21 Q. DID HE GIVE THEM ADVICE, IF YOU'RE AWARE?

22 A. I DON'T RECALL WHETHER HE HAD GIVEN THEM ADVICE.

23 Q. BUT YOU HAD ALREADY FORMED YOUR OWN TRIBE RIGHT, AND
24 YOU WERE ALREADY INVOLVED IN YOUR OWN TRIBAL COUNCIL?

25 A. YES BUT AUGUST OF 2002, THE TRIBAL COUNCIL MEMBERS
26 CONSISTED OF MYSELF MARTIN ALCALA VIRGINIA CARMELO EDGAR
27 PEREZ, SHIRLEY MACHADO.

28 Q. DID HE GIVE YOU ADVICE AS TO WHETHER YOU SHOULD

1 BRING IT IN THE NAME OF THIS NEW TRIBAL COUNCIL OR THIS NEW
2 TRIBE?

3 A. I DON'T UNDERSTAND THAT.

4 Q. DID MR. STEIN GIVE YOU LEGAL ADVICE AS TO WHETHER
5 YOU SHOULD BRING THE LAWSUIT IN THE NAME OF YOUR TRIBAL
6 COUNCIL OR YOUR TRIBE?

7 A. WELL YES. THERE WAS -- I BELIEVE IF I RECALL THE
8 STRATEGY FOR THE LAWSUIT WAS ABOUT ONLY TO OBTAIN THE TRIBAL
9 RECORDS OF THE SAN GABRIEL TRIBE BUT ALSO TO TAKE OVER THEIR
10 NAME, IN OTHER WORDS TO CONSOLIDATE OUR TRIBE WITH THEIRS.

11 Q. AND WHAT WAS THE VALUE OF THEIR NAME?

12 A. GABRIELINO-TONGVA -- AS IT WAS EXPLAINED TO ME BY
13 MR. STEIN, THE REASON TO USE GABRIELINO-TONGVA, THAT TERM WAS
14 THAT IT'S WHAT WAS REFLECTED IN THE 1994 STATE RESOLUTION
15 NUMBER 9 FOUR, BASICALLY STATING THAT THE GABRIELINO-TONGVA
16 ARE THE ORIGINAL -- ABORIGINAL TRIBE OF LOS ANGELES BASIN.

17 Q. AND THE JOINT RESOLUTION, YOUR UNDERSTANDING WHAT --
18 YOUR LAY UNDERSTANDING, WHAT FORCE DOES IT HAVE?

19 A. LEGALLY I HAVE NO OPINION LEGALLY BUT I HAVE NEVER
20 ENCOUNTERED IT TO BE LEGALLY BINDING AND IT'S A -- IT'S A
21 DOCUMENT PRODUCED BY STATE ASSEMBLY THAT BASICALLY
22 ACKNOWLEDGES OUR EXISTENCE -- OR GABRIELINO-TONGVA AS THE
23 ABORIGINAL TRIBE OF LOS ANGELES BASIN.

24 Q. DOES IT REFER TO ANY SPECIFIC FACTION?

25 A. I DON'T BELIEVE SO. I MEAN THERE'S NO NAMES OF
26 INDIVIDUAL TRIBAL LEADERS IN THAT RESOLUTION.

27 Q. OKAY. WHAT HAPPENED EVENTUALLY, NO -- SO LET'S BACK
28 UP. DID MS. RAE LAMOTHE ALSO GIVE YOU ADVICE REGARDING THE

1 LITIGATION?

2 A. RAE LAMOTHE I DON'T BELIEVE EVER GAVE ME ADVICE WITH
3 REGARDS TO LITIGATION. I RELIED ON MR. STEIN. HOWEVER, IT
4 WAS MY UNDERSTANDING THOUGH THAT MR. STEIN HAD THE FINAL SAY
5 SO IN ANY DECISION MAKE THAT LONG RAE LAMOTHE WOULD HAVE
6 MOVED FORWARD WITH IN THE LITIGATION.

7 Q. DID YOU GUYS HAVE MEDIATION IN THIS CASE?

8 A. YES. AT ONE POINT IN TIME THERE WAS A MEDIATION SET
9 UP, A [SKWRARB] -- I CAN'T RECALL HIS FIRST NAME BUT LAST
10 NAME IS [PHARBG], M A RX BETWEEN THE TWO PARTIES, YES.

11 Q. [PHARBG] WAS THE MEDIATOR?

12 A. MARKS WITH THE MEDIATOR, YES.

13 Q. SO WHO WAS PRESENT AT THE MEDIATION?

14 A. LET'S SEE, MYSELF, EDGAR PEREZ, MR. STEIN, VIRGINIA
15 CARMELO I BELIEVE AND I'M PRETTY SURE RAE LAMOTHE WAS ALSO
16 PRESENT AND THE OPPOSING SIDE.

17 Q. WHO WAS THERE FROM THE OPPOSING SIDE?

18 A. I BELIEVE ANTHONY MORALES WAS THE ONLY ONE I
19 ACTUALLY RECALL. WHAT I DO RECALL IS THERE WAS ONE PERSON
20 THAT APPARENTLY MR. STEIN OBJECTED TO BE [TPH-G] THAT
21 MEDIATION AND THAT PERSON, A WOMAN, I DON'T RECALL HER NAME,
22 WAS FORCED TO LEAVE.

23 Q. AND YOU HAVE DON'T RECALL WHY OR DO YOU RECALL WHY?

24 A. OTHER THAN SHE WAS NOT A PARTY TO THE ACTION AS IT
25 WAS EXPLAINED TO ME.

26 Q. OKAY. ARE YOU SURE THAT MS. RAE LAMOTHE WAS THERE?

27 A. NO, I'M NOT SURE. I HAVE MEAN I CAN'T RECALL THE--
28 WHAT I DO RECALL IS THAT THERE WAS ONE POINT WHEN IN TRYING

1 TO MOVE FORWARD WITH MEDIATION THAT MR. STEIN OBJECTED TO
2 WHATEVER AT THAT POINT WAS PROPOSED AND --.

3 Q. PROPOSED BY WHOM, THE MEDIATOR 169 PARTIES?

4 A. THE [PHAOERD], YES.

5 Q. OKAY.

6 A. AND IF -- BASICALLY MR. STEIN, WHAT HE SAID TO YOU,
7 THE TRIBAL COUNCIL MEMBERS, OUR TRIBAL COUNCIL WAS THAT IF WE
8 DIDN'T MOVE FORWARD WITH HIS DECISION [THARBGS] HE WOULD
9 WALK -- WALK AWAY FROM ALL OF US AND NOT WANT TO DO ANY
10 BUSINESS WITH US LATER.

11 Q. SO WHAT WAS YOUR RESPONSE TO THAT STATEMENT?

12 A. I COULD NOT VINCE JOINDER MEMBERS OF THE TRIBAL
13 COUNCIL, OUR TRIBAL COUNCIL THAT WE'RE THERE THAT WERE THERE
14 TO MOVE FORWARD WITH MR. STEIN.

15 Q. SO WAS IT A STRATEGY FOR MEDIATION?

16 A. (DITTO).

17 Q. WHAT WAS THAT STRATEGY?

18 A. I REALLY DON'T RECALL THE SPECIFICS.

19 Q. ANYTHING ELSE HAPPEN IN THAT MEDIATION?

20 A. NO NOTHING AT ALL, IT WENT NOWHERE.

21 Q. SO YOU DIDN'T SETTLEMENT?

22 A. NO.

23 Q. WHAT HAPPENED WITH THE CASE?

24 A. APPARENTLY OUR -- OUR SIDE BASICALLY LOST THAT CASE
25 AND THERE WAS A \$65,000 JUDGMENT UPON US, THE INDIVIDUALS
26 IMPOSED UPON US FOR ATTORNEY FEES AND COURT COSTS.

27 Q. SO AND DID YOU HAVE TO PAY THAT JUDGMENT AND THOSE
28 COURT COSTS?

1 A. OH YES. OVER A PERIOD OF TIME, THAT \$65,000
2 JUDGMENT HAUNTED US, VIRGINIA CARMELO, MYSELF AND MARTIN
3 ALCALA ESPECIALLY, OUR BANK ACCOUNTS WERE ATTACHED AT ONE
4 POINT AND EVENTUALLY BY 2005 BECAUSE OF THE NATURE OF MY WORK
5 THE MORALES ATTORNEY JACK SCHWARTZ I THINK WAS HIS NAME WAS
6 ABLE TO LOCATE MY JOB LOCATIONS AND AS A -- I'M AN
7 INDEPENDENT CONTRACTOR AND WHAT WOULD HAPPEN WHEREVER I WAS
8 WORKING, BASICALLY THE PEOPLE THAT WERE PAYING ME WOULD BE
9 GIVEN A COPY OF THE JUDGMENT AND BY 2005, ROUGHLY TWO YEARS
10 AFTER THIS, I HAD TO FILE FOR BANKRUPTCY IN ORDER TO TRY TO
11 PROTECT MY ASSETS.

12 Q. SO DID YOU GET SEPARATE BANKRUPTCY COUNSEL?

13 A. YES, I DID. MY BANKRUPTCY ATTORNEYS NAME IS SCOTT
14 RUDABOL FROM TEMECULA.

15 Q. DID MR. STEIN EVER GIVE YOU ADVICE ABOUT YOUR
16 BANKRUPTCY?

17 A. YES DID HE.

18 Q. DESCRIBE THAT ADVICE?

19 A. DURING THE COURSE OF MY BANKRUPTCY, IN THE FILLING
20 OUT OF THE INITIAL PAPERWORK THERE WAS A FORM THAT NEEDS TO
21 BE FILLED OUT BY ME THAT LISTS ALL ASSETS AND ANY SOURCE OF
22 POTENTIAL INCOME AND WHAT MR. STEIN ADVISED ME TO DO WAS TO
23 OMIT THE -- ANY -- ANY LANGUAGE THAT REFERENCED
24 GABRIELINO-TONGVA ESPECIALLY THE TONGVA HE CAN DEVELOPMENT
25 CORPORATION WHICH I WAS TECHNICALLY A HEAD OF -- HEAD OF THAT
26 ORGANIZATION AND ALSO -- I ALSO HAVE A -- OR HAD A -- AT THAT
27 TIME IN PLACE A SEPARATE CONTRACT WITH THE TRIBE, APPROVED BY
28 THE TRIBAL COUNCIL, FOR \$100,000 PER YEAR TO BE PAID BY

1 INVESTOR FUNDS AT SOME POINT IN THE FUTURE, AND THAT WAS
2 ALSO -- I WAS ALSO ADVISED BY MR. STEIN NOT TO LIST THAT AS A
3 POTENTIAL ASSET.

4 Q. DID YOU EVER GET PAID ON THOSE CONTRACTS THAT HAD
5 YOU?

6 A. NO.

7 Q. BUT YOU DIDN'T LIST THEM PURSUANT TO MR. STEIN'S
8 ADVICE?

9 A. I DID NOT LIST THEM PURSUANT TO MR. STEIN'S ADVICE,
10 YES.

11 Q. SO WE'VE HEARD TESTIMONY THAT THE LIBRA INVESTOR
12 FUNDS EVENTUALLY PAID FOR THE MORALES JUDGMENT?

13 A. YES THE FOLLOWING YEAR, LIBRA INVESTOR FUNDING WAS
14 BECOMING A REALITY AND BY MAY OF '06, IT WAS -- IT WAS THERE
15 I BELIEVE AND BY JUNE OF '06, THE FIRST WEEK OF JUNE, MONEY
16 WAS STARTING TO BE -- FLOW.

17 Q. AND SO THE LIBRA INVESTORS AGREED TO HAVE THEIR
18 FUNDS PAY FOR THIS JUDGMENT?

19 A. EVENTUALLY.

20 Q. NOT AT FIRST?

21 A. NOT AT [FIR|IF I REMEMBER]. THE PROBLEM -- THE
22 PROBLEM WAS THAT MR. STEIN DID NOT WANT TO SETTLE WITH
23 MORALES FOR THE \$65,000. JONATHAN STEIN WAS TRYING TO SETTLE
24 FOR 10,000, EVEN THOUGH THE INVESTOR MONEY WAS THERE.
25 EVENTUALLY THAT MONEY -- THAT INVESTOR MONEY WAS USED TO
26 SETTLE THE MORALES JUDGMENT AND I WANT TO SAY A FEW MONTHS
27 LATER, MAYBE IN JULY OR AUGUST FOR \$50,000.

28 Q. OH SO YOU SETTLED FOR \$50,000?

1 A. YES AND THE PROBLEM WENT AWAY.

2 Q. BUT YOU'D ALREADY FILED FOR BANKRUPTCY?

3 A. YES THE PREVIOUS YEAR.

4 Q. SO DID THE MORALES GROUP KNOW ABOUT THE INVESTOR
5 MONEY, THE LIBRA INVESTOR MONEY?

6 A. NO. WE WERE INSTRUCTED -- WE ON THE TRIBAL COUNCIL
7 WERE INSTRUCTED BY MR. STEIN NOT TO DISCLOSE THE FACT TO
8 ANYONE THAT WE HAD RECEIVED INVESTOR MONEY, NAMELY BECAUSE OF
9 THE MORALES LITIGATION HAD NOT BEEN SETTLED AND THAT WE WERE
10 TO KEEP IT QUIET UNTIL HE DEEMED IT OKAY. HOWEVER, WE DID
11 NOT LISTEN TO MR. STEIN, THE FOLLOWING MONTH, VIRGINIA
12 CARMELO AND MYSELF DID DISCLOSE TO A GROUP OF TRIBAL MEMBERS
13 IN FRESNO AT A TRIBAL MEETING THAT INVESTOR MONEY WAS ON
14 BOARD.

15 Q. BUT THERE WAS STILL THE RISK THAT MORALES WOULD FIND
16 OUT AND NOT SETTLE WITH YOU?

17 A. CORRECT.

18 Q. SO WHY DID YOU DO THAT?

19 A. WHY I DID --.

20 Q. WHY DID YOU DISCLOSE THE FACT THAT HAD YOU INVESTOR
21 MONEY?

22 A. THE PEOPLE IN OUR TRIBE, THEY DESERVE TO KNOW. IT
23 WAS THEIR MONEY, TO BENEFIT THEM.

24 THE COURT: MR. STEIN YOU KEEP SHAKING YOUR HEAD, IS
25 THERE SOME REASON.

26 MR. STEIN: NO YOUR HONOR.

27 THE COURT: OKAY PROBABLY BEST NOT TO GESTURE.

28 MR. STEIN: YOU'RE CORRECT YOUR HONOR.

1 MS. IBARRA: SO THAT'S ALL FOR MORALES LITIGATION.
2 LET ME ASK YOU ABOUT THE SMDC AGREEMENT, IT'S EXHIBIT 569 IN
3 THE BOOKS, IT'S EXHIBIT 569 IN THE BOOK BEHIND YOU, SO I JUST
4 WANT YOU TO REVIEW THEM.

5 THE COURT: THERE'S THREE OF THEM.

6 MS. IBARRA: IT'S VOLUME I, I'LL GO OVER.

7 Q. SO JUST IDENTIFY IT, RECEIVE IF YOU RECOGNIZE IT?

8 A. I FOUND IT.

9 Q. DO YOU RECOGNIZE IT?

10 A. YES. YES.

11 Q. WHAT IS IT?

12 A. DEVELOPMENT AGREEMENT DATED FEBRUARY 1ST, 2001,
13 BETWEEN GABRIELINO-TONGVA TRIBAL NATION AND ST. MONICA
14 DEVELOPMENT COMPANY.

15 Q. AND I BELIEVE WE WENT THROUGH THIS BEFORE WITH YOU
16 THE LAST TIME YOU TESTIFIED WE DISCUSSED THIS. I WANT TO
17 DISCUSS A DIFFERENT RESOLUTION THAT BECAME A PART OF THIS
18 AGREEMENT AND I WILL --.

19 THE COURT: COUNSEL YOU HAVE FIVE MINUTES, YOU DID
20 DEDUCT THE TIME.

21 THE CLERK: YES.

22 MS. IBARRA: SO I WOULD POINT YOU TO THE RESOLUTION,
23 IT MIGHT BE EASIER IF I GO TO THE SCREEN. SO JANUARY 27TH,
24 2002 IS APPROVAL OF AMENDMENTS TO DEVELOPMENT AGREEMENT. DO
25 YOU RECALL THIS?

26 A. I WOULD HAVE -- YES I MEAN RESOLUTION NUMBER 37, IT
27 WOULD HAVE BEEN PUT IN FRONT OF ME.

28 Q. AND LET'S SEE, THERE'S YOUR SIGNATURE?

1 A. YES.

2 Q. AND I JUST WANT TO DISCUSS THE AMENDMENTS HERE.
3 THIS IS THE -- THIS IS THE ACTUAL AMENDMENTS AND MODIFICATION
4 THAT'S WERE PROPOSED PURSUANT TO THIS AGREEMENT TO THIS
5 RESOLUTION. SO DO YOU SEE THIS [S-BG]?

6 A. YES.

7 Q. ONE C3, CAN YOU READ THAT?

8 A. ANY MANAGEMENT -- EXCUSE ME, ANY MANAGEMENT ROLE AS
9 STATED IN SECTION 3 C BELOW OR ANY OTHER MANAGEMENT ROLE
10 WHICH COULD BE.

11 Q. CONSTRUED?

12 A. CONSTRUED, I'M SORRY I DON'T HAVE ANY GLASSES,
13 CONSTRUED AS RENDERING THIS AGREEMENT TO BE A MANAGEMENT, AS
14 THAT ITEM IS DEFINED IN 25 C F R, SECTION 502 POINT 15 OR ANY
15 OTHER MANAGEMENT ROLE WHICH WOULD REQUIRE FEDERAL APPROVAL OF
16 THIS AGREEMENT UNDER 25 USC SECTION 8 ONE OR 271 ONE OR 25 C
17 F R SECTIONS 53 1.1 AND -- YEAH.

18 Q. OKAY. DO YOU KNOW WHY MR. STEIN WOULD BE CONCERNED
19 ABOUT FEDERAL APPROVAL OF THE SMDC AGREEMENT AS YOU SIT HERE
20 TODAY?

21 A. AS I SIT HERE TODAY, YES.

22 Q. WHY WOULD HE BE CONCERNED?

23 A. HE WOULD BE CONCERNED BECAUSE THE SMDC AGREEMENT
24 WOULD PROBABLY NOT BE APPROVED AS A --.

25 MR. STEIN: MOTION TO STRIKE CALLS FOR EXPERT
26 WITNESS OPINION.

27 MS. IBARRA: I'M ASKING --.

28 THE COURT: SUSTAINED.

1 Q. BY MS. IBARRA: DO YOU HAVE A LAY UNDERSTANDING OF
2 WHAT KIND OF FEDERAL APPROVAL WOULD BE REQUIRED OF A CONTRACT
3 LIKE THIS.

4 MR. STEIN: OBJECTION CALLS FOR EXPERT OPINION.

5 THE COURT: SUSTAINED.

6 Q. BY MS. IBARRA: DID YOU -- WHEN YOU SIGNED IT,
7 [TKUPBD] WHEN THAT WAS ABOUT?

8 A. NO.

9 Q. BUT YOU HAVE A DIFFERENT UNDERSTANDING NOW?

10 A. YES, 15 YEARS LATER.

11 Q. SO WHY DID YOU SIGN IT IF YOU DIDN'T UNDER IT?

12 A. I AND OTHER MEMBERS OF THE TRIBAL COUNCIL ESPECIALLY
13 MYSELF PUT ALL OUR TRUST IN MR. STEIN AND HIS KNOWLEDGE AND
14 HIS ABILITY AS AN ATTORNEY.

15 Q. SO WHEN YOU SIGNED THIS, WHAT DO YOU THINK THAT YOU
16 WERE GETTING? WHAT WAS THE BARRING [EUP], WHAT WAS HE
17 GETTING, WHAT WERE YOU GETTING?

18 A. WHAT MR. STEIN WAS GETTING WAS WHAT HE WOULD HAVE
19 CONSIDERED GOOD FOR THE TRIBE. WHAT I WAS GETTING WAS WE
20 WERE MOVING FORWARD AND WHETHER IT WAS RESOLUTION 36 OR 37 OR
21 38 OR THE OTHER 50 OR 60 TO COME AND THAT IT WAS PROGRESS.

22 Q. OKAY. SO MOVING ON BECAUSE WE ONLY HAVE A FEW MORE
23 MINUTES IS EXHIBIT 32. DO YOU RECOGNIZE THIS?

24 A. YES, I DO.

25 Q. WHAT IS IT?

26 A. IT'S A LETTER DATED APRIL 5TH, 2004 WITH REGARDS TO
27 MEETING WITH THE ATTORNEY GENERAL BILL LOCK [HRAOER] APRIL 6,
28 2004 AND I BELIEVE THIS WOULD HAVE BEEN A HANDOUT TO MEMBERS

1 OF THE TRIBAL COUNCIL BASICALLY GIVING AN OVERVIEW OF THE
2 PROCESS THAT MR. STEIN WANTED TO MOVE FORWARD WITH.

3 Q. DID YOU THINK THIS CONTAINED LEGAL ADVICE?

4 A. OH YES.

5 Q. DID YOU UNDERSTAND IT WHEN HE GAVE YOU THIS
6 GENERALLY.

7 MR. STEIN: OBJECTION THIS IS NOT FOR HIM THIS IS
8 FOR THE ATTORNEY GENERAL.

9 THE COURT: WAS THIS PROVIDED TO YOU H THE LETTER.

10 MS. IBARRA: HE JUST TESTIFIED THAT HE THOUGHT IT
11 WAS A HANDOUT TO THE TRIBAL COUNCIL.

12 THE COURT: WELL I WANT TO KNOW IF HE SAW IT?

13 A. I BELIEVE I DID, YES YOUR HONOR.

14 THE COURT: ALL RIGHT OVERRULED?

15 A. I'M SORRY THE --.

16 Q. BY MS. IBARRA: DID YOU UNDERSTAND THE ADVICE THAT
17 WAS CONTAINED HERE GENERALLY?

18 A. I THINK SO, YES.

19 Q. WHAT WAS IT?

20 A. WELL I'D HAVE TO REFRESH MY [PHAOEPL] [RAOE] BY
21 READING IT BUT FROM WHAT I CAN SEE THESE ITEMS LOOK VERY
22 FAMILIAR, I MEAN IT'S WHAT JONATHAN STEIN HAS PROPOSED AS --
23 HOW CAN I EXPLAIN IT? AS FAR AS WHAT THE CASINO WOULD
24 CREATE, BENEFITS FOR THE SURROUNDING COMMUNITIES AND TAX
25 REVENUE FOR LOCAL, STATE GOVERNMENTS AND -- YEAH, THINGS OF
26 THAT NATURE.

27 Q. AND SO -- AND CAN YOU LOOK TOE LAST PAGE?

28 A. PAGE 4?

1 Q. NO SORRY, THERE'S -- ATTACHED TO IT?

2 A. ATTACHED.

3 Q. SEEMS TO BE A BUY OH OF MR. STEIN?

4 A. YES.

5 Q. DOES THAT -- WHAT IS THE TITLE OF IT?

6 A. LAW OFFICES OF JONATHAN STEIN.

7 Q. DID YOU THINK THAT YOU WERE THE MAIN AUDIENCE FOR
8 THIS OR WAS THIS FOR POLICY MAKERS AND FOR APPARENTLY FOR
9 ATTORNEY GENERAL BILL LOCK [HRAOER]?

10 A. OH THIS WOULD HAVE BEEN GIVEN OUT TO SOMEONE LIKE
11 BILL LOCK [HRAOER] OR ANYONE ELSE THAT MR. STEIN DEEMED
12 WORTHY OR NECESSARY.

13 Q. AND SO THE FACT THAT HE INCLUDES HIS LEGAL BIO, DOES
14 THAT INDICATE ANYTHING TO YOU ABOUT HIS REPRESENTATION TO
15 THEM ABOUT HIM BEING A LAWYER FOR THE GABRIELINO-TONGVA
16 TRIBE?

17 A. TO ME, AS I SAID BEFORE, I'VE ALWAYS CONSIDERED
18 JONATHAN STEIN OUR TRIBAL ATTORNEY AND MY ATTORNEY. SO I
19 WOULD HAVE SEEN THIS AS STATING SUCH.

20 Q. SO NOTHING UNUSUAL AT ALL ABOUT ANY OF THIS?

21 A. TO ME, NO.

22 THE COURT: OKAY YOUR TIME'S UP.

23 MS. IBARRA: OKAY CAN I CIRCULATE THIS AND I'M DONE.

24 THE COURT: WHEN YOU HAVE SAY THIS WHAT ARE YOU
25 REFERRING TO.

26 MS. IBARRA: I'M REFERRING TO EXHIBIT 3 TWO.

27 THE COURT: 32 YOU MAY. CROSS-EXAMINATION.

28 MR. STEIN: YES YOUR HONOR.

1 Q. BY MR. STEIN: I'D LIKE TO REFER YOU TO EXHIBIT 22
2 FOR A MOMENT.

3 THE COURT: YOU NEED TO TURN THAT COMPUTER AROUND.

4 MR. STEIN: VERY GOOD AS A GOOD POINT THANK YOU.

5 MR. FORDYCE: AND TAKE THE LENS CAP OFF.

6 MR. STEIN: AND THIS JURY HAS ALREADY SEEN THIS YOUR
7 HONOR.

8 THE COURT: WHAT'S THE EXHIBIT NUMBER, 22.

9 MR. STEIN: 22.

10 THE COURT: SO IT'S IN PLAINTIFFS BOOK.

11 MR. STEIN: YES, IT IS.

12 MS. IBARRA: YES.

13 THE COURT: 22.

14 THE CLERK: I DON'T HAVE THIS YOUR HONOR.

15 MS. IBARRA: YEAH I THINK THIS IS THE FIRST TIME
16 THEY'RE SEEING [TEUFPLT] [T*].

17 THE COURT: OKAY TAKE IT DOWN.

18 MS. IBARRA: AND I HAVE AN OBJECTION TO IT.

19 THE COURT: WE'RE NOT GOING TO USE THE PROJECTOR ANY
20 MORE YOU'RE GOING TO HAVE TO USE THE HARD COPY MR. STEIN.

21 MR. STEIN: VERY GOOD.

22 Q. EXHIBIT 22 PLEASE, NIALL, MAY I HAVE A COPY OF THIS
23 EXHIBIT 22. I'M SORRY THE SECOND PAGE IS EXHIBIT 19, MY
24 APOLOGIES, I MEANT TO SHOW UP THE SECOND PAGE NOT THE FIRST.

25 THE COURT: WE'RE NOT SHOWING HIM 22.

26 MR. STEIN: NO WE WILL SHOW 22 AFTER HE'S IDENTIFIED
27 IT, I MEANT TO SHOW UP EXHIBIT 19 THEY'RE THE SAME DOCUMENT
28 THAT I VERY RAPIDLY ASKED AND ANSWERED A MOMENT AGO.

1 THE COURT: LET ME SEE WHAT YOU'RE SAYING.

2 MR. STEIN: THIS IS EXHIBIT 19 IT'S MY [PHAEUBGS]

3 [THAEUS] OTHER.

4 THE COURT: THIS IS ATE DIFFERENT [TAEUBGS],

5 [THOEUR] IRE COMPUTERIZED.

6 THE COURT: ONE IS 19 AND ONE IS 22 LET'S USE ONE AT
7 A TIME.

8 MR. STEIN: MAY I USE THE PROJECTOR FOR.

9 THE COURT: NO YOU CAN'T USE THE PROJECTOR ANY MORE.

10 Q. .

11 MR. STEIN: VERY GOOD.

12 Q. SO THIS IS THE DATE OF THE COMPLAINT, AND WHAT IS
13 THE DATE OF THE COMPLAINT?

14 A. AUGUST 29TH 2000 -- EXCUSE ME, AUGUST 29TH, 2002.

15 Q. AND THIS IS FOR YOU HAVE TO BE REPRESENTED IN YOUR
16 INDIVIDUAL CAPACITY?

17 A. I'D HAVE TO SEE IT. YES.

18 Q. YES. AND CAN WE GET BACK FROM THE JURY THE EXHIBITS
19 SO I CAN -- IF THEY'RE NOT THEY'RE ALL ON THE PROJECTOR BUT
20 IF YOU CAN'T USE THE PROJECTOR THEN.

21 THE COURT: DO YOU HAVE COPIES. IF YOU WANT TO USE
22 THEM NELLI HAS THEM.

23 MR. STEIN: THANK YOU YOUR HONOR.

24 Q. AND THE DATE IS AUGUST 2002?

25 A. YES.

26 Q. AND CAN I SHOW HAD YOU EXHIBIT 22, CAN YOU IDENTIFY
27 THAT PLEASE?

28 A. YES. SAM DUNLAP VERSUS ANTHONY MORALES SUBSTITUION

1 OF ATTORNEY.

2 Q. AND THAT MR. STEIN GETTING OUT OF THE REPRESENTATION
3 OF SAM DUNLAP?

4 A. YES.

5 Q. AND THAT IS AUGUST 2002 TO AUGUST OF 2003, ONE YEAR?

6 A. I THINK SO.

7 Q. WAS THE MEDIATION DATED IN 2005?

8 A. I DON'T RECALL THE DATE OF THE MEDIATION.

9 Q. 2004?

10 A. POSSIBLY, I DON'T RECALL THE DATE.

11 Q. WOULD THAT BE AFTER MR. STEIN SUBSTITUTED OUT FROM
12 BEING YOUR ATTORNEY?

13 A. YES AT --.

14 Q. EXAM WHY DO YOU SAY MR. STEIN WAS AT THE MEDIATION?

15 A. BECAUSE YOU WERE JONATHAN.

16 Q. UH-HUH GREAT. BUT HE WAS NOT YOUR ATTORNEY ANY MORE
17 RIGHT?

18 A. CORRECT.

19 Q. AND RAE LAMOTHE WAS YOUR ATTORNEY?

20 A. YES.

21 Q. AND I'D LIKE TO REFER TO EXHIBIT 39.

22 THE COURT: WELL DO YOU HAVE THAT BOOK IN FRONT OF
23 YOU.

24 MR. STEIN: IT WAS EXHIBIT 150 FOUR.

25 THE COURT: MR. STEIN, YOU NEED TO WAIT UNTIL I GET
26 THE EXHIBIT. DO YOU HAVE THE PLAINTIFFS BOOK IN FRONT OF
27 YOU.

28 MS. IBARRA: I CAN GIVE HIM A COPY.

1 MR. STEIN: YOUR HONOR MAY I GO TO EXHIBIT 569 THAT
2 WE'VE BEEN USING THROUGHOUT THE CASE.

3 THE COURT: NO WE'RE NOT USING IT ANY MORE.

4 MR. STEIN: VERY GOOD.

5 THE COURT: WELL YOU CAN USE THE EXHIBIT, YOU CAN'T
6 USE THE PROJECTOR ANY MORE.

7 MS. IBARRA: PLAINTIFFS EXHIBITS?

8 A. 569 IS THIS.

9 MR. STEIN: SO EXHIBIT --.

10 THE COURT: WHAT DO YOU WANT TO SHOW HIM NOW.

11 MR. STEIN: I HAVE NO IDEA YOUR HONOR I HAVE IT ON
12 THE PROJECTOR AND I HAVE NO IDEA, I HAVE A LIMITED AMOUNT OF
13 TIME AND I DON'T KNOW.

14 THE COURT: THERE'S BINDERS AND BINDERS OF EXHIBITS
15 HERE.

16 MR. STEIN: UH-HUH.

17 Q. LET'S START OFF WITH EXHIBIT 6, THAT'S LAW OFFICES
18 OF HUGH MCMULLIN, LAW OFFICES OF HUGH MCMULLIN. THE ADDRESS
19 ON THIS IS DOVEWOOD DRIVE.

20 THE COURT: WAIT A MINUTE.

21 MR. STEIN: CULVER CITY.

22 THE COURT: MR. STEIN ARE YOU THE WITNESS OR IS HE
23 THE WITNESS. DO YOU HAVE A QUESTION.

24 MS. IBARRA: I WOULD LIKE TO OBJECT ONLY THAT IT WAS
25 MISIDENTIFIED AS EXHIBIT 6, IT WAS EXHIBIT 12.

26 THE COURT: EXHIBIT 12 IS WHAT.

27 MR. FORDYCE: IS THE MCMILLAN LETTER FROM JUNE 27.

28 THE COURT: LET'S SEE WHAT YOU'RE SHOWING TO THEM.

1 MR. STEIN: I'M SHOWING HIM EXHIBIT 6.

2 THE COURT: CAN YOU HAND IT TO ME. THIS SAID
3 EXHIBIT 6 BUT THIS IS ACTUALLY EXHIBIT 12.

4 MS. IBARRA: IT'S A STEIN DEPO EXHIBIT YEAH.

5 THE COURT: SO IT'S EXHIBIT 12, YOU MAY INQUIRE.

6 MR. STEIN: THANK YOU. OKAY. SO EXHIBIT 12, CAN
7 YOU READ THE ADDRESS AT THE TOP?

8 A. YES. LAW OFFICES OF HUGH S MCMULLIN, THE NUMBERS
9 ARE OBSCURED BUT DOVE WOOD DRIVE SUITE 33, CULVER STEVE
10 CALIFORNIA '90 230.

11 Q. AND WAS MR. STEIN'S OFFICES IN SANTA MONICA OR SANTA
12 MONICA BOULEVARD?

13 A. YES.

14 Q. EXAM WERE THESE -- WAS THIS DOCUMENT FROM LAW
15 OFFICES OF HUGH MCMULLIN WHO WAS YOUR ATTORNEY?

16 A. WELL THEY WERE FROM LAW OFFICES OF HUGH MCMULLIN.

17 Q. AND YOU'RE ASSAY HUGH MCMULLIN WAS AN HIGH [KWRAOE]
18 OF MR. STEIN?

19 A. THAT WAS MY UNDER, , YES.

20 Q. BUT YOU SAID I WORKED DOWN WITH BURNT DOWN
21 PRODUCTIONS?

22 A. HE HELPED YOU WITH THAT YES.

23 Q. AND THAT'S A TALENT AGENCY?

24 A. I'M ASSUMPTION, I WOULD HAVE --.

25 Q. WOULD IT SURPRISE YOU IF THERE WAS NO EMPLOYMENT
26 RELATIONSHIP WITH MR. MCMILLAN?

27 A. NO IT WOULD NOT SURPRISE ME.

28 Q. WELL WHY THEN DID HE SAY -- IF IT WOULDN'T SURPRISE

1 YOU THAT THERE WAS NO EMPLOYMENT OUT HELPING AN ATTORNEY
2 BREAK INTO THE TALENT AGENCY BUSINESS WHY DID YOU SAY HE WAS
3 AN EMPLOYEE OF MR. STEIN'S SO MANY TIMES?

4 A. WELL IF I RECALL, YOU ORDERED HIM TO TAKE YOUR
5 EXHIBITS, YOUR TALENT AGENCY EXHIBITS IN EARLY 2000 TO A SHOW
6 YOU WERE HAVING IN PHOENIX I THINK IT WAS THAT YOU HAD
7 FORGOTTEN AND HE WAS APPARENTLY IN THE TASK OF DOING THAT.
8 AND NOT ONLY THAT, THAT'S WHAT HE STATED TO ME, THAT'S WHY HE
9 WAS IN YOUR LAW OFFICE.

10 Q. AND I WON'T SHOW THE EXHIBIT, I JUST DO NEED TO
11 REFER TO WHICH EXHIBITS IT IS YOUR HONOR. AND DO YOU RECALL
12 THE LETTER THAT MR. STEIN SENT TO YOU IN 2000? NELLI DO WE
13 HAVE A COPY OF THAT LETTER?

14 THE CLERK: WHAT EXHIBIT.

15 MR. STEIN: I BELIEVE IT MAY BE EXHIBIT 6 OR EXHIBIT
16 8.

17 Q. THIS IS EXHIBIT 6, EXHIBIT 6. AND THIS IS DATED
18 2000. CAN YOU READ THE PARAGRAPH THAT SAYS THIS AGREEMENT?

19 A. THIS AGREEMENT STILL NEEDS FURTHER REVIEW BY KEN AND
20 LEE WHO ARE ONLY RECEIVING IT WITH THIS MAILING. I ALSO
21 UNDERSTAND THAT THE TONGVA OR IN THE PROCESS OF SELECTING
22 THEIR COUNSEL AND SO SHOULD ALLOW ITS COUNSEL TO BEGIN ITS
23 REVIEW WITH THIS DRAFT.

24 Q. SO WERE YOU TOLD ON APRIL 21 OF 2000 TO GET YOUR OWN
25 ATTORNEY?

26 A. I DON'T RECALL THAT.

27 Q. THIS AGREEMENT, I ALSO UNDERSTAND THE TONGVA ARE IN
28 THE PROCESS OF SELECTING THEIR COUNSEL AND SO SHOULD ALLOW

1 [EULTS] COUNSEL TO BEGIN ITS REVIEW WITH THIS DRAFT. WERE
2 YOU TOLD TO GET YOUR OWN ATTORNEY IN APRIL OF 2000?

3 A. I DON'T RECALL THAT.

4 Q. EXAM WERE YOU TOLD THAT BY JONATHAN STEIN SIGNING
5 FOR ST. MONICA DEVELOPMENT COMPANY RIGHT THERE, ST. MONICA
6 DEVELOPMENT COMPANY?

7 A. OKAY.

8 Q. SO WERE YOU TOLD A YEAR BEFORE SIGNING THE AGREEMENT
9 THAT YOU SHOULD GET YOUR OWN ATTORNEY AND MR. STEIN WOULD BE
10 ADDRESSING YOU THROUGH ST. MONICA DEVELOPMENT COMPANY?

11 A. IN APRIL OF 2000 YOU HAD NOT MET THE SAN GABRIEL
12 TRIBAL COUNCIL YET, THAT DIDN'T HAPPEN UNTIL JUNE, I HAD JUST
13 MET YOU A MONTH PRIOR TO THIS EXHIBIT SIX.

14 Q. AND THEN YOU SAID AFTER HUGH MCMULLIN, THERE WAS ED
15 HAMBURGER; IS THAT CORRECT?

16 A. YES.

17 Q. CAN WE GO TO 569 PLEASE. AND ED HAMBURGER YOU
18 RECALL WAS COUNSEL FOR GT TRIBE?

19 A. ED HAMBURGER WAS NOT TRIBAL COUNSEL FOR THE GT TRIBE
20 TO MY UNDERSTANDING.

21 Q. WHAT WAS HE?

22 A. HE WAS SOMEONE THAT YOU BROUGHT ON BOARD TO HELP
23 WITH THE TRIBE.

24 Q. AND WAS HE AN EMPLOYEE THEN?

25 A. I DON'T KNOW WHAT HIS STANDING WAS.

26 Q. WOULD IT SURPRISE YOU TO HEAR THAT HE WAS COUNSEL
27 FOR THE GT TRIBE?

28 A. NO IT WOULDN'T SURPRISE ME.

1 Q. OKAY LET'S GO TO --?

2 A. I JUST DON'T RECALL.

3 Q. OH IT WOULDN'T SURPRISE YOU BUT YOU DON'T RECALL IT.
4 DIDN'T YOU TESTIFY MR. HAMBURGER WAS GT TRIBE'S COUNSEL JUST
5 BEFORE LUNCH?

6 A. I MIGHT HAVE, YES.

7 Q. HE WAS PRESENT --.

8 Q. BUT YOU DON'T RECALL NOW?

9 A. IF HE WAS PRESENT AT ANY TRIBAL MEETINGS HE WOULD
10 HAVE BEEN ACTING IN THAT CAPACITY.

11 Q. AND THEN AFTER ED HAMBURGER THERE WAS RAE LAMOTHE
12 WASN'T THERE?

13 A. YES.

14 Q. AND DIDN'T SHE NEED TO GET A CONFLICT WAIVER TO
15 REPRESENT PEOPLE IN THEIR INDIVIDUAL CAPACITY THAT WAS GT
16 RESOLUTION 39?

17 A. I WOULD ASSUME, I DON'T RECALL THE RESOLUTION
18 WITHOUT LOOKING AT IT.

19 Q. OKAY WELL WE'LL TRY TO FIND IT. NIALL CAN YOU FIND,
20 IT'S 150 FOUR I BELIEVE. WE MAY ONLY HAVE PDF OF THAT. RAE
21 LAMOTHE BEGAN IF 2001?

22 A. NO, I DON'T BELIEVE SO. IT MIGHT HAVE BEEN LATER
23 THAN THAT.

24 Q. .

25 MR. FORDYCE: HERE'S 150 FOUR BUT I'M NOT SURE IT'S
26 BEEN IDENTIFIED.

27 MR. STEIN: LET'S FINISH UP WITH RAE LAMOTHE FOR A
28 MOMENT. RESOLUTION 15, COUNSEL AGREEMENT WITH TRIBAL GENERAL

1 COUNSEL.

2 THE COURT: WHAT ARE YOU LOOKING AT.

3 MR. STEIN: CAN YOU STATE WHAT PART OF 569 IS.

4 THE COURT: NO MR. STEIN WHAT EXHIBIT IS IT.

5 MR. STEIN: 569.

6 THE COURT: THANK YOU?

7 A. RESOLUTION NUMBER 15, CONTRACTUAL AGREEMENT BETWEEN
8 TRIBE AND TRIBAL GENERAL COUNSEL.

9 Q. AND CAN YOU READ THE THEREFORE, BE IT RESOLVED?

10 A. THEREFORE, BE IT RESOLVED THAT ED HAMBURGER BEING
11 HEREBY IS APPOINTED AS THE TRIBAL GENERAL COUNSEL TO TAKE
12 OVER OFFICE IMMEDIATELY AND TO SERVE AT THE PLEASURE OF THE
13 TRIBAL COUNCIL AND TO ACT AS COUNSEL SUBORDINATE TO
14 DECISION-MAKING AUTHORITY OF THE TRIBAL COUNCIL IN ALL SUCH
15 MATTERS.

16 Q. DOES THAT REFRESH YOUR RECOLLECTION THAT ED
17 HAMBURGER WAS IN FACT TRIBAL GENERAL COUNSEL?

18 A. YES.

19 Q. EXAM THAT WAS BEFORE RAE LAMOTHE?

20 A. YES.

21 Q. NOW, LET'S DO ANOTHER TIMELINE. DO YOU THINK
22 JONATHAN STEIN WAS ATTORNEY FOR GT TRIBE?

23 A. YES.

24 Q. BEGINNING WHEN?

25 A. I MET YOU IN FEBRUARY OF 2000 AND I INTRODUCED YOU
26 TO THE SAN GABRIEL TRIBAL COUNCIL, ANTHONY MORALES IN JUNE OF
27 2000 AND I BELIEVE I INTRODUCED YOU TO JIM VELASQUES THAT
28 SAME YEAR BUT I ALWAYS CONSIDERED YOU THE TRIBAL ATTORNEY.

1 Q. SO WHEN DID THAT START?

2 A. IN 2000.

3 Q. 2000, OKAY. AND THIS WAS BEFORE YOU INTRODUCED TO
4 VELASQUES?

5 A. TO VELASQUES, YES.

6 Q. AND WHEN DID MR. STEIN FINISH BEING YOUR ATTORNEY?

7 A. WELL I WOULD HAVE TO SAY THE DAY THAT WE TERMINATED
8 YOUR SERVICES JONATHAN IN NOVEMBER I BELIEVE OR OCTOBER OF
9 2006.

10 Q. OCTOBER 3?

11 A. OCTOBER OF 2006.

12 Q. OCTOBER 2006. AND WAS THERE ANY INTERRUPTIONS OF
13 MR. STEIN BEING YOUR ATTORNEY TOURING THAT TIME?

14 A. I DON'T BELIEVE SO.

15 Q. AND WHAT LEGAL MATTERS DID HE HANDLE? EVERYTHING?

16 A. A LARGE NUMBER OF THINGS JONATHAN.

17 Q. ALMOST EVERYTHING?

18 A. AS FAR AS DECISION-MAKING WITH TRIBAL MATTERS,
19 YES.

20 Q. SO ALL DECISION-MAKING WITH ALL TRIBAL MATTERS?

21 A. NO. I CAN'T SAY THAT, NOT 100 PERCENT, NO.

22 Q. 80 PERCENT OF TRIBAL MATTERS, IS THAT A GOOD
23 ESTIMATE?

24 A. I WOULD SAY THAT ANY MAJOR DECISION, INCLUDING
25 RESOLUTIONS THAT WERE SIGNED BY THE TRIBAL COUNCIL WOULD BE
26 APPROVED BY YOU, YES.

27 Q. SO ALMOST ALL MAJOR DECISIONS BY GT TRIBE.

28 THE COURT: HE SAID RESOLUTIONS HE DIDN'T SAY ALL

1 MAJOR DECISIONS?

2 A. RESOLUTIONS.

3 Q. BY MR. STEIN: OKAY SO --?

4 A. WELL YOU WROTE THE RESOLUTIONS JONATHAN.

5 Q. ALMOST ALL RESOLUTIONS BY GT TRIBE. WAS THERE ANY
6 RESOLUTION WHERE GT TRIBE TRIBAL COUNCIL ACTING AS A PARTY TO
7 SAY WE ARE HIRING MR. STEIN AS OUR ATTORNEY?

8 A. NO.

9 Q. OKAY. SO --?

10 A. THAT I'M AWARE OF, THAT I CAN RECALL, NO.

11 Q. NO RESOLUTION OF TRIBAL COUNCIL HIRING MR. STEIN.
12 WAS THERE ANY PAYMENT MADE TO MR. STEIN FOR HIS SERVICES AS
13 AN ATTORNEY?

14 A. NOT THAT I'M AWARE OF.

15 Q. WAS THERE ANY WRITING SAYING THIS WRITING IS A
16 CONTRACT BETWEEN MR. STEIN AS AN ATTORNEY AND GT TRIBE?

17 A. NOT THAT I'M AWARE OF, NO.

18 Q. GIVEN THAT ALMOST ALL RESOLUTIONS BY GT TRIBE WAS
19 HANDLED BY MR. STEIN AS AN ATTORNEY, IS THERE ANY WAY THAT
20 MR. STEIN COULD HAVE COMPLETED HIS WORK AS AN ATTORNEY FOR GT
21 TRIBE IN ONLY ONE YEAR?

22 A. I DON'T UNDERSTAND THE QUESTION.

23 Q. MAY I HAVE IT READ BACK ONE MORE TIME.

24 THE COURT: YES.

25 (RECORD READ.)?

26 A. I HAVE TO SAY I DON'T KNOW.

27 Q. BY MR. STEIN: LET ME BREAK THAT DOWN. BECAUSE HE
28 HANDLED STUFF IN 2005 AND 2003, IN 2001, COULD HE HAVE

1 HANDLED ALL OF THOSE THINGS IN JUST ONE YEAR?

2 A. I DON'T THINK SO.

3 Q. AND GIVEN THAT IN 2001, ONE WOULDN'T KNOW WHAT WOULD
4 COME UP NEXT IN 2003 FOUR OR FIVE, THERE'S NO WAY THAT HE
5 COULD COMPLETE IN THE YEAR 2001 THE WORK THAT HE DID HE IN
6 THREE FOUR FIVE, THAT IS CORRECT?

7 A. AS I UNDERSTAND THE QUESTION, YES.

8 Q. SO NO WAY TO DO WORK IN ONE YEAR. NOW ARE ALL THESE
9 THINGS CORRECT [THARBGS] THE TIMELINE WAS FROM 2000 UNTIL
10 OCTOBER 2006 WITHOUT INTERRUPTIONS, IS THAT CORRECT?

11 A. I'D SAY PRETTY MUCH CORRECT, YEAH.

12 Q. WAS THE SCOPE OF THE LEGAL WORK TO HANDLE ALMOST ALL
13 RESOLUTIONS BY GT TRIBE DURING THIS SIX YEAR PERIOD?

14 A. I'M SORRY.

15 Q. MAY WE TRY THAT QUESTION AGAIN.

16 THE COURT: YES.

17 (RECORD READ.)?

18 A. I DON'T UNDERSTAND WHAT YOU MEAN BY SCOPE OF WORK.

19 Q. BY MR. STEIN: WAS THE WORK THAT WAS SUPPOSED TO BE
20 DONE BY MR. STEIN AS ATTORNEY FOR GT TRIBE TO DO ALL THE
21 MAJOR RESOLUTIONS OF GT TRIBE DURING THIS SIX YEARS?

22 A. THERE WAS NO SCOPE OF WORK JONATHAN.

23 Q. WHY NOT?

24 A. YOU JUST DID IT.

25 Q. SO EVERYTHING THAT CAME UP HE WOULD JUST HAVE TO
26 HANDLE AS AN ATTORNEY?

27 A. WELL I DON'T -- I'M NOT SURE I UNDERSTAND THE TERM
28 YOU HANDLE AS AN ATTORNEY. YOU WERE ALSO OUR CEO AT THE

1 TIME.

2 Q. LET'S STICK TO JUST YOUR UNDERSTANDING THAT THERE
3 WAS A CONTRACT TO HAVE MR. STEIN BE YOUR ATTORNEY AND THAT HE
4 ACTED AS YOUR ATTORNEY FOR THE UNINTERRUPTED PERIOD OF OVER
5 SIX YEARS?

6 A. THERE WAS --.

7 Q. WHAT WAS HAD HE SUPPOSED TO HANDLE IN ALL THOSE
8 MATTERS IN THAT SIX YEAR TIME?

9 A. THERE WAS NO CONTRACT JONATHAN.

10 Q. THERE WAS NO CONTRACT?

11 A. WITH YOU AS AN ATTORNEY.

12 Q. DO YOU HAVE A FURTHER POINT TO MAKE?

13 A. NO.

14 Q. OKAY. SO THEN IT'S JUST SIMPLY THERE WAS NO
15 CONTRACT WITH MR. STEIN TO BE THE ATTORNEY OF GT TRIBE?

16 A. TO MY KNOWLEDGE, CORRECT.

17 Q. VERY GOOD. OKAY. THEN WHAT MADE MR. STEIN THE
18 ATTORNEY FOR GT TRIBE IF THERE WAS NO CONTRACT?

19 A. WELL HE WROTE OUR -- NUMBER ONE, YOU ARE AN ATTORNEY
20 AND YOU WERE OUR CEO AND YOU ARE A DEVELOPER AND WE OPERATED
21 OUT OF YOUR LAW OFFICE AND ALL RESOLUTIONS THAT WERE
22 PRESENTED TO THE TRIBAL COUNCIL WERE WRITTEN IN YOUR LAW
23 OFFICE BY YOU AND YOU HAVE ALWAYS IN MY OPINION BEEN OUR
24 TRIBAL ATTORNEY ESPECIALLY WHEN YOU REPRESENTED ME ON THE
25 MORALES LEDGE THAT'S WHEN WE USED TO STRATEGIZE HOW TO TAKE
26 OVER TRIBES, CORRECT.

27 Q. NO RESPIRATORY OF TRIBAL COUNCIL HIRING BY MR.
28 STEIN, IN OTHER WORDS THERE WAS NO RESOLUTION BY GT TRIBE TO

1 HIRE MR. STEIN AS HIS ATTORNEY IS THAT CORRECT?

2 A. AS FAR AS I CAN RECALL THAT WOULD BE CORRECT.

3 Q. AND THERE WAS NO PAYMENT PLANNED OR PROVIDED FOR
4 THIS OVER SIX YEARS WORTH OF LEGAL WORK; IS THAT CORRECT?

5 A. YES YOU DIDN'T WANT IT, JONATHAN.

6 Q. AND THERE WAS NO WRITING AND NO CONTRACT FOR THIS
7 ATTORNEY-CLIENT RELATIONSHIP?

8 A. WITH THE TRIBAL COUNCIL, CORRECT. YOU WERE VERY
9 CAREFUL.

10 Q. OKAY. SO LET'S GO BACK TO EXHIBIT 569 TO RESOLUTION
11 10, DO YOU REMEMBER THAT'S THE RESOLUTION THAT WAS SIGNED BY
12 PATRICIA NEMINSKI; IS THAT CORRECT?

13 A. I'D HAVE TO SEE.

14 Q. SURE LET ME GET THERE, SORRY TO TAKE SO LONG.
15 SIGNED BY PATRICIA NEMINSKI AND THEY OF COURSE SIGNED AND
16 ABSTAINED, RIGHT. THERE WE GO, RESOLUTION 10?

17 A. YES RESOLUTION NUMBER 10.

18 Q. AND IT'S SIGNED BY SIMENTAL?

19 A. YES DIANNA SIMENTAL.

20 Q. AND IT'S SIGNED BY VICTOR VELASQUEZ, THE WELL
21 DRESSED MAN WITH A COAT AND TIE THAT WAS HERE EARLIER?

22 A. YES VICTOR VELASQUEZ.

23 Q. AND IT'S SIGNED BY HIS BROTHER ERNIE VELASQUES?

24 A. JIM ERNIE VELASQUES.

25 Q. AND IS IT YOUR TESTIMONY THAT MR. STEIN WAS AN
26 ATTORNEY FOR THAT TRIBAL COUNCIL?

27 A. NO.

28 Q. NO?

1 A. JONATHAN, THEY DIDN'T CITIZENSHIP YOU AS AN ATTORNEY
2 OR ANYTHING ELSE, THEY WANTED NOTHING TO DO WITH YOU, SO --

3 Q. SO HE'S NOT AN ATTORNEY, IS THAT CORRECT?

4 A. REMEMBER, I WAS THE ONLY ONE THAT ALWAYS CONSIDERED
5 YOU AN ATTORNEY FOR THE TRIBE.

6 Q. YOU'RE THE ONLY ONE?

7 A. WELL I'M -- IN MY OPINION YOU'VE ALWAYS BEEN THE
8 TRIBE'S ATTORNEY.

9 Q. BUT IN APRIL OF 2001, ISN'T THAT ON OUR TIMELINE,
10 ISN'T THAT ON OUR TIMELINE WHERE YOU SAID THAT UNINTERRUPTED
11 STEIN WAS THE ATTORNEY FOR GT TRIBE AND HERE IS RESOLUTION 10
12 OF GT TRIBE AND YOU'RE SAYING THAT HE WAS NOT THE ATTORNEY.
13 WHICH IS IT?

14 A. JONATHAN, I WILL ALWAYS TESTIFY THAT I CONSIDERED
15 YOU AN ATTORNEY FOR THE TRIBE BECAUSE YOU GAVE LEGAL OPINION
16 AND YOU WROTE THESE RESOLUTIONS.

17 Q. SO THEN HE IS THE ATTORNEY FOR RESOLUTION 10?

18 A. NO YOU'RE NOT.

19 Q. HE'S NOT THE ATTORNEY FOR RESOLUTION 10?

20 A. WE CAN GO BACK AND FORTH ALL DAY LONG, MAYBE YOU CAN
21 RUN OUT OF YOUR FELT PEN, TRY A DIFFERENT COLOR, IT DOESN'T
22 MATTER JONATHAN.

23 Q. WHY DOESN'T MATTER?

24 A. I HAD ALWAYS HAD CONSIDERED YOU THE TRIBAL ATTORNEY,
25 YOU WROTE THIS, YOU GAVE LEGAL ADVICE.

26 Q. WOULD IT SURPRISE TO HEAR ME SAY THAT SEYFARTH SHAW
27 THAT WROTE THE DEVELOPMENT AGREEMENT ALSO WROTE THOSE
28 RESOLUTIONS?

1 A. NO IT WOULDN'T.

2 Q. RIGHT, [HAOEZ] YOUR AGREEMENT, HERE ARE APPROVAL OF
3 RESOLUTIONS?

4 A. IT WOULD NOT SURPRISE ME.

5 Q. SO WHY DO YOU SAY THAT STEIN WAS THE ATTORNEY FROM
6 THAT POINT FORWARD?

7 A. BECAUSE NOTHING WOULD HAVE BEEN PRESENTED TO THIS
8 TRIBAL COUNCIL WITHOUT YOUR APPROVAL.

9 Q. OKAY. LET US LOOK IN THE DEVELOPMENT AGREEMENT, NOW
10 YOU APPROVED THIS DEVELOPMENT AGREEMENT EVERY TIME YOU VOTED
11 FOR IT, CORRECT?

12 A. I BELIEVE SO.

13 Q. AND EACH TIME YOU VOTED FOR IT, YOU FOUND THAT IT
14 WAS VALID, BINDING OBLIGATION OF GT TRIBE IS THAT CORRECT?

15 A. YES.

16 Q. SO DUNLAP -- YOU STILL FEEL THAT WAY TODAY? DO YOU
17 FEEL THAT WAY TODAY?

18 A. I WOULD SAY SO. I MEAN WE DID SIGN IT, THE TRIBE
19 DID IT, WE OWNED IT. WE ARE THE TRIBE, EVEN THOUGH YOU AND
20 MANY TIMES FOR THE PAST 10 YEARS HAVE TRIED TO SAY OTHERWISE.
21 HOWEVER THE QUESTION IS IN MY MIND IS IT LEGAL OR NOT.

22 Q. DO YOU CONSIDER THE SMDC AGREEMENT TODAY A VALID AND
23 BINDING OBLIGATION OF GT TRIBE?

24 A. YES AS IT'S SIGNED HERE.

25 Q. AND SO IS STILL IS TODAY WOULD ACCURATE?

26 A. YES, IT IS A DOCUMENT SIGNED BY MYSELF, YES.

27 Q. OKAY. LET'S LOOK AT WHAT THIS VALID AND BINDING
28 DOCUMENT SAYS AND LET ME GET MY NOTES. CAN YOU READ --.

1 THE COURT: LET ME SEE WHAT IT SAYS, OH THOSE ARE
2 YOUR NOTES.

3 MR. STEIN: NODS.

4 THE COURT: THAT'S FINE, I THOUGHT YOU WERE TRYING
5 TO SHOW HIM AN EXHIBIT.

6 MR. STEIN: LET'S TRY EXHIBIT D. CAN YOU READ
7 EXHIBIT D.

8 THE COURT: THIS IS EXHIBIT -- THIS IS THE SMDC
9 AGREEMENT.

10 MR. STEIN: I'M SORRY RE TIGHT AL D, THIS IS THE
11 SMDC AGREEMENT WE COULD PUT IT UP IF YOU WOULDN'T MIND.

12 THE COURT: NO I CAN SEE IT.

13 MR. STEIN: THOUGHT IDENTIFY CHECK.

14 Q. CAN HE READ RECITAL D OF THE DEVELOPMENT AGREEMENT
15 AS ORIGINALLY ADOPTED?

16 A. THE TONGVA -- THE TONGVA AND DEVELOPER WISH TO ENTER
17 INTO AN INDEPENDENT CONTRACTOR RELATIONSHIP AND NOT AN
18 ATTORNEY-CLIENT RELATIONSHIP, DEVELOPER MAY HOWEVER SUPERVISE
19 ONE OR MORE [HRAUFRZ] OR LAW FIRMS OR WORK WITH TRIBAL
20 COUNCIL TO ACCOMPLISH TASKS WHICH MAY BE LEGAL IN NATURE.

21 Q. [TKEUFPB] THAT RECITAL DO YOU STILL FEEL MR. STEIN
22 WAS THE ATTORNEY FOR GT TRIBE.

23 MS. IBARRA: OBJECTION CALLS FOR AN EXPERT OPINION.

24 THE COURT: SUSTAINED.

25 Q. BY MR. STEIN: DO YOU BELIEVE THAT RECITAL AS YOU
26 SIT HERE TODAY THAT THE TONGVA AND DEVELOPER WERE -- HAD AN
27 INDEPENDENT CONTRACTOR RELATIONSHIP AND NOT AN
28 ATTORNEY-CLIENT RELATIONSHIP?

1 A. AS I READ THAT, YES.

2 Q. YOU BELIEVE THAT?

3 A. DO I BELIEVE WHAT EXACTLY JONATHAN.

4 Q. CAN I -- WELL MAY I HAVE THE COURT REPORTER READ
5 BACK THE QUESTION.

6 THE COURT: YES YOU MAY.

7 (RECORD READ.)?

8 A. YES AS IT WAS WRITTEN SUPPOSEDLY.

9 MR. STEIN: DID WE GO TO SECTION 1 D, DEVELOPER
10 RESPONSIBILITIES. CAN WE ASK YOU TO READ BEFORE ONLY TO HERE
11 SO WE DON'T BORE THE JURY TOO MUCH MORE THAN NECESSARY?

12 A. DEVELOPERS RESPONSIBILITIES, DEVELOPERS RESPONSIBLE
13 ONLY FOR THE SCOPE OF WORK AND NOT FOR ALL PROFESSIONAL
14 AND/OR LEGAL WORK REQUIRED, NECESSARY OR VISIBLE FOR THE
15 TRIBE, DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE ACTUAL
16 PROFESSIONAL OR LEGAL WORK REQUIRED, NECESSARY OR VISIBLE TO
17 COMPLETE THE ECONOMIC DEVELOPMENT TASK BUT INSTEAD MAY RELY
18 UPON THIRD PARTY PROFESSIONALS EMPLOYED BY THE TRIBE, PERIOD.

19 Q. AND WOULD THAT INCLUDE ATTORNEYS IN YOUR VIEW?

20 A. YES.

21 Q. SO -- AND THEN COULD YOU READ THE LAST SENTENCE AS
22 WELL?

23 A. ON THE PAGE OR THE LAST SENTENCE OF THE PARAGRAPH.

24 Q. I'M SORRY THE LAST SENTENCE OF THE PARAGRAPH, MY
25 MISTAKE. THANK YOU.

26 A. THE TONGVA AGREE THAT THE TRIBE SHALL RETAIN THE
27 THIRD PARTY PROFESSIONALS LAW FIRMS REQUIRED NECESSARY OR
28 ADVISEABLE TO ACCOMPLISH THE ECONOMIC DEVELOPMENT TASK AT THE

1 TRIBE'S SOLE EXPENSE.

2 Q. DO YOU AGREE WITH SECTION 1 D?

3 A. YES I AGREE AS IT'S WRITTEN.

4 Q. AND THAT'S WHY RAE LAMOTHE AND ED HAMBURGER AND THEN
5 AFTER RAE LAMOTHE, WASN'T THERE ELIZABETH ARONSON?

6 A. YES.

7 Q. LET'S TAKE A MOMENT TO JUST FINISH THAT OFF SO WE
8 DON'T HAVE TO COME BACK TO IT TOO MANY TIMES BUT I WOULD LIKE
9 TO WRITE IT DOWN. SO AFTER RAE LAMOTHE CAME ELIZABETH
10 ARONSON CORRECT?

11 A. YES.

12 Q. AND THEN WHILE MS. ARONSON WAS TRIBAL COUNCIL,
13 MARILYN BARRETT CAME ALONG AS WELL, RIGHT?

14 A. YES.

15 Q. AND SHE WAS WITH THE LAW FIRM OF JEFFER MANGELS AND
16 BUTLER?

17 A. CORRECT.

18 Q. AND THEY WERE THE LAW FIRM THAT YOU USED TO SUE MR.
19 STEIN, RIGHT, AFTER SHEPPARD MULLIN; IS THAT CORRECT?

20 A. I'M NOT SURE, NOT SURE.

21 Q. AND THEN BECAUSE THEY WEREN'T PAID BY GT TRIBE, THEY
22 SUED GT TRIBE [TPO*EFR] FOR THEIR FEES?

23 A. I'M NOT AWARE THAT FAR.

24 Q. THAT WAS MERRILL [PHAEURLZ] FIRM. AND THEN YOU
25 EMPLOYED SHEPPARD MULLIN RIGHT? IS THAT CORRECT?

26 A. YES.

27 Q. AND YOU USED SHEPPARD MULLIN TO SUE MR. STEIN?

28 A. YES.

1 Q. AND THE RETAINER ALONE, NOT ALL THE MONEY -- NOT ALL
2 THE MONEY, THE RETAIN EAR LOAN WAS \$300,000 TO SUE MR. STEIN?

3 A. WELL I'M NOT AWARE OF THAT EXACTLY JONATHAN, I
4 DIDN'T WRITE THE CHECK.

5 Q. OKAY. AND BY THE WAY, YOU SUED MR. STEIN YOURSELF
6 DIDN'T YOU?

7 A. I DON'T KNOW. DID I?

8 Q. FOR LIBEL?

9 A. FOR LIBEL, YEAH.

10 Q. SO YOU DID SUE MR. STEIN FOR LIBEL?

11 A. WELL I DON'T RECALL EXACTLY WHEN THAT WAS.

12 Q. IT WAS IN THIS CASE?

13 A. OH OKAY.

14 Q. IT WAS IN THIS CASE?

15 A. GOTCHA. I'M SORRY.

16 Q. DOES THAT REFRESH YOUR [THRABGS] IN THIS CASE YOU
17 PERSONALLY SUED MR. STEIN?

18 A. NO JONATHAN, I LEAVE THESE LEGAL MATTERS TO
19 ATTORNEYS.

20 Q. AND YOU ALSO SUED LINDA CANDELARIA IS THAT CORRECT
21 FOR LIBEL?

22 A. FOR LIBEL, YES.

23 Q. AND YOU SUED BERNIE ACUNA FOR LIBEL IS THAT CORRECT?

24 A. YES.

25 Q. AND ISN'T IT CORRECT MR. STEIN WANTED NO PART OF THE
26 MORALES GROUP BUT YOU SAID YOU WOULD WALK UNLESS HE HELPED
27 RAE LAMOTHE AND DID SOME WORK FOR YOU PERSONALLY WITHOUT PAY
28 AND IT WAS YOU WHO THREATENED TO WALK?

1 A. NO.

2 Q. THE NEXT SECTION OF THE DEVELOPER AGREEMENT I'D LIKE
3 TO GO OVER IS SECTION 2 A, INDEPENDENT CONTRACTOR
4 RELATIONSHIP. COULD YOU READ THIS SECTION?

5 A. FROM THE BEGINNING?

6 Q. PLEASE, JUST THE -- JUST THE SECTION ON THE
7 INDEPENDENT CONTRACTOR?

8 A. INDEPENDENT CONTRACTOR RELATIONSHIP. IT IS THE
9 INTENT AND DESIRE OF BOTH PARTIES TO THIS AGREEMENT TO FORM A
10 RELATIONSHIP OF PRINCIPLE AND INDEPENDENT CONTRACTOR, BOTH
11 PARTIES INDIVIDUALLY AND SEVERALLY COVENANT TO USE THEIR BEST
12 EFFORTS TO RESERVE THE INDEPENDENT CONTRACTOR STATUS OF THE
13 DEVELOPER INCLUDING BUT NOT LIMITED TO AMENDING THIS
14 AGREEMENT OR SEEKING THE APPROVAL OF THE SECRETARY OF
15 INTERIOR IF NECESSARY TO CONFORM TO THE REQUIREMENTS OF THE
16 INDIAN GAMING REGULATORY ACT 1988 25 USC 2701 WHATEVER AT
17 THAT MEANS, AND 25 USC 81 OR OTHER LAW APPLICABLE TO THIS
18 AGREEMENT.

19 Q. DO YOU AGREE IT WAS AN INDEPENDENT CONTRACTOR
20 RELATIONSHIP, NOT AN ATTORNEY RELATIONSHIP, NOT AN
21 ATTORNEY-CLIENT RELATIONSHIP?

22 A. FOR THE PURPOSE OF THIS DOCUMENT, YES.

23 Q. AND DO YOU BELIEVE THAT TODAY YOU'RE USING YOUR BEST
24 EFFORTS TO PRESERVE THAT INDEPENDENT CONTRACTOR RELATIONSHIP?

25 A. WITH WHO?

26 Q. WITH SMDC AND MR. STEIN?

27 A. WELL WE'RE IN COURT NOW JONATHAN AND THERE'S A
28 REASON FOR THAT.

1 Q. DO YOU THINK A LAWSUIT AGAINST MR. STEIN CLAIMING,
2 AL-G THAT HE IS THE ATTORNEY-CLIENT RELATIONSHIP IS BEST
3 EFFORTS TO PRESERVE AN INDEPENDENT CONTRACTOR RELATIONSHIP?

4 A. THAT QUESTIONS A LITTLE CONFUSING FOR ME.

5 Q. WHY ARE YOU -- CAN I RESTATE THAT THEN?

6 A. PLEASE.

7 Q. SO YOU CAN'T FIGURE OUT WHAT THAT QUESTION MEANS?
8 DO YOU THINK SUING MR. STEIN AND CLAIMING HE IS THE ATTORNEY
9 FOR GT TRIBE IS USING YOUR BEST EFFORTS TO PRESERVE AN
10 INDEPENDENT CONTRACTOR RELATIONSHIP.

11 MS. IBARRA: I'M GOING TO OBJECT.

12 THE COURT: SUSTAINED.

13 MS. IBARRA: CALLS FOR A LEGAL CONCLUSION.

14 THE COURT: SUSTAINED.

15 Q. BY MR. STEIN: SECTION 2 C THIRD PARTY PROFESSIONALS
16 CAN YOU PLEASE READ THAT?

17 A. THE DEVELOPER SHALL NOT BE ZONAL FOR ANY ACTIONS
18 TAKEN BY ANY OR ALL PROFESSIONALS, CONSULTANTS OR OTHER FIRMS
19 PROFESSION CURED, SELECTED OR EMPLOYED BY THE TRIBE TO
20 FULFILL THE ECONOMIC DEVELOPMENT TASKS, THIRD PARTY
21 PROFESSIONALS, THE TRIBE SHALL BE SOLELY RESPONSIBLE FOR THE
22 PAYMENT OF ALL FEES AND EXPENSES OF THIRD PARTY PROFESSIONALS
23 AND DEVELOPER SHALL HAVE NO LIBELING WHATSOEVER WITH RESPECT
24 THERE TO NOR SHALL DEVELOPER BE ONLY [TPWAEUT]-D TO ADVANCE
25 ANY MONEY TO THIRD PARTY PROFESSIONALS AND --.

26 MS. IBARRA: I'M GOING TO -- CAN I OBJECT THAT
27 COUNSEL WROTE YES WHEN THERE WAS NO RESPONSE TO HIS QUESTION
28 IN BEST EFFORTS.

1 THE COURT: YEAH WHY DON'T YOU STRIKE THAT.

2 MR. STEIN: THAT'S A GOOD POINT LET ME GO BACK.

3 THE COURT: WELL WAIT A MINUTE, STRIKE IT.

4 MR. STEIN: VERY GOOD, I THOUGHT I ASKED HIM THAT SO
5 LET HIM CLARIFY.

6 THE COURT: IT IS WHAT IT IS.

7 MS. IBARRA: NO WE OBJECTED TO A QUESTION THAT WAS
8 SUSTAINED.

9 MR. STEIN: VERY GOOD.

10 Q. MR. DUNLAP IS IT YOUR UNDERSTANDING.

11 MS. IBARRA: THERE WAS AN OBJECTION.

12 THE COURT: HOLD ON THERE'S AN OBJECTION.

13 MS. IBARRA: OBJECTION SAME OKAY, THAT THE QUESTION
14 CALLS FOR EXPERT TESTIMONY.

15 THE COURT: I HAVEN'T HEARD-D QUESTION BUT LET'S
16 HEAR OF THE QUESTION.

17 Q. BY MR. STEIN: IS IT YOUR UNDERSTANDING THAT SECTION
18 2 A IS CORRECT AND BINDING TODAY.

19 THE COURT: I'M GOING TO SUSTAIN THAT.

20 Q. BY MR. STEIN: IN YOUR UNDERSTANDING THAT TWO A AN
21 INDEPENDENT CONTRACTOR RELATIONSHIP WAS CORRECT.

22 MS. IBARRA: SAME OBJECTION.

23 THE COURT: SUSTAINED.

24 MR. STEIN: VERY GOOD.

25 THE COURT: HE'S NOT A LAWYER, HE'S NOT AN EXPERT.

26 Q. BY MR. STEIN: TWO E, CAN YOU READ TWO E PLEASE?

27 A. NOT AN ATTORNEY-CLIENT RELATIONSHIP. THE PARTIES
28 ACKNOWLEDGE THAT NO ATTORNEY-CLIENT RELATIONSHIP HAS EVER

1 EXISTED BETWEEN THE TONGVA AND EITHER STEIN OR THE LAW FIRM
2 OF ARTER & HADDEN LLP AND THAT THIS AGREEMENT SHALL NOT FORM
3 SUCH AN ATTORNEY/CLIENT RELATIONSHIP [-FPL] THE TONGVA
4 ACKNOWLEDGE THAT [SHERB] ENJOY NONE OF THE ADVANTAGES OF SUCH
5 A RELATIONSHIP INCLUDING THE ATTORNEY-CLIENT PRIVILEGE IN
6 LITIGATION, THE TONGVA AGREE TO HIRE ONE OR MORE [HAU] FIRMS
7 TO DO ALL LEGAL WORK REQUIRED, [TPHEGS] OR VISIBLE TO
8 AGREEMENT THE ECONOMIC DEVELOPMENT TASKS OR THE THE SCOPE OF
9 WORK.

10 Q. WAS IT YOUR UNDERSTANDING THAT SMDC AND MR. STEIN
11 WERE INTENDING TO MAKE SURE THAT THERE WAS NO ATTORNEY-CLIENT
12 RELATIONSHIP WITH GT TRIBE WITH THAT PROVISION.

13 MS. IBARRA: I'M GOING TO MAKE THE SAME OBJECTION.

14 THE COURT: SUSTAINED.

15 Q. BY MR. STEIN: WAS IT YOUR UNDERSTANDING OF THE
16 INTENT OF SMDC AND MR. STEIN THAT THERE BE NO ATTORNEY-CLIENT
17 RELATIONSHIP.

18 THE COURT: SAME OBJECTION SAME QUESTION SAME
19 RULING.

20 MS. IBARRA: SAME OBJECTION.

21 MR. STEIN: MAY I HAVE A SIDEBAR AND --.

22 THE COURT: NO IT'S CLEAR.

23 MR. STEIN: I JUST WANTED TO UNDERSTAND SO I CAN
24 SHAPE A NEW QUESTION YOUR HONOR.

25 Q. YOU AGREED TO THAT PROVISION THOUGH.

26 THE COURT: AGREED WHAT, COUNSEL.

27 Q. BY MR. STEIN: YOU AGREED TO THAT PROVISION BY
28 VOTING EACH TIME, SIX TIMES FOR THE AGREEMENT?

1 A. YES I SIGNED IT, I AGREED TO IT.

2 Q. MAY I PUT YES YOUR HONOR.

3 THE COURT: TO -- NO YOU MAY NOT.

4 Q. BY MR. STEIN: AND EXHIBIT 3 D, PLEASE READ THAT?

5 A. NO FIDUCIARY RELATIONSHIP, THE RELATIONSHIP BETWEEN
6 THE PARTIES SHALL BE SOLELY CONTRACTUAL AND NEITHER PARTY OR
7 ITS OFFICERS, DIRECTORS OR MANAGERS INCLUDING STEIN SHALL BE
8 DEEMED THE FIDUCIARY OF THE OTHER.

9 Q. AND EACH OF THE SIX TIMES THAT YOU APPROVED THAT
10 AGREEMENT OR APPROVED A RESOLUTION THAT RATIFIED EARLIER
11 APPROVALS AND FOUND THE AGREEMENT VALID AND BINDING, DID YOU
12 APPROVE THERE WOULD BE NO FIDUCIARY RELATIONSHIP.

13 MS. IBARRA: OBJECTION.

14 MR. STEIN: WITH STEIN OR SMDC.

15 MS. IBARRA: OBJECTION CALLS TORE EXPERT TESTIMONY.

16 THE COURT: SUSTAINED.

17 Q. BY MR. STEIN: DID YOU UNDERSTAND THERE WOULD BE IN
18 FIDUCIARY RELATIONSHIP WHEN YOU MADE THAT APPROVAL.

19 MS. IBARRA: SAME OBJECTION.

20 THE COURT: SUSTAINED.

21 Q. AND CAN I HAVE YOU READ SECTION 2 TWO, NO THIRD
22 PARTY RIGHTS?

23 A. I DON'T SEE IT ON THIS PAGE.

24 Q. IT WOULD BE SECTION 2 TWO SO IT WOULD BE A LITTLE
25 FURTHER IN THE AGREEMENT. NO THIRD PARTY RIGHTS?

26 A. NO THIRD PARTY RIGHTS. THIS AGREEMENT IS NOT FOR
27 THE BENEFIT OF ANY THIRD PARTY OTHER THAN STEIN AND SHALL NOT
28 BE DEEMED TO GIVE ANY RIGHT OR REMEDY TO ANY THIRD PARTY

1 WHATSOEVER WHETHER OR NOT REFERRED TO IN THIS AGREEMENT.

2 Q. SO WAS IT YOUR UNDERSTANDING IN APPROVING THIS
3 AGREEMENT THAT THERE WOULD BE NO THIRD PARTY RIGHTS UNDER IT
4 EXCEPT FOR THE BENEFIT OF MR. STEIN.

5 MS. IBARRA: OBJECTION CALLS FOR EXPERT TESTIMONY.

6 THE COURT: I THINK SO, SUSTAINED.

7 Q. BY MR. STEIN: MR. DUNLAP IN AUGUST AND SEPTEMBER OF
8 2006, WERE YOU ONE OF THE PEOPLE ON TRIBAL COUNCIL THAT
9 WITHHELD \$100,000 FROM MR. STEIN?

10 A. I WAS ON THE TRIBAL COUNCIL IN AUGUST OF 2006,
11 YES.

12 Q. WHY DID YOU WITHHOLD THE MONEY?

13 A. IF YOU RECALL JONATHAN, I WAS OUT OF THE COUNTRY IN
14 AUGUST [-RBS] RETURNED IN SEPTEMBER TO FIND OUT THAT OUR
15 TRIBAL GENERAL COUNSEL HAD INFORMED THE TRIBAL COUNCIL --
16 EXCUSE ME, LIZ ARONSON HAD INFORMED THE TRIBAL COUNCIL THAT
17 YOU WERE DEMANDING A NUMBER OF SIGNED BLANK CHECKS FROM HER
18 AND THAT WAS THE BEGINNING -- THE BASIS OF THE BEGINNING OF
19 WHAT LED UP TO THIS LAWSUIT.

20 Q. WHERE DID YOU TRAVEL TO?

21 A. LEBANON.

22 Q. LEBANON. DID YOU VISIT ANY OTHER COUNTRIES.

23 THE COURT: IRRELEVANT.

24 MS. IBARRA: OBJECTION RELEVANCE.

25 THE COURT: IRRELEVANT, WE'VE TALKED ABOUT THIS,
26 IRRELEVANT.

27 MR. STEIN: YOUR HONOR HE OPENED THE DOOR.

28 THE COURT: NO YOU OPENED THE DOOR COUNSEL.

1 Q. AND DID YOU IN FACT NOT EVER PAY THAT \$100,000, NOT
2 THEN OR EVER?

3 A. I DON'T KNOW THE SPECIFICS OF WHAT WAS OWED AT THAT
4 TIME TO YOU MR. STEIN.

5 Q. AND WE'D LIKE TO LOOK AT EXHIBITS -- BUT YOU'VE
6 NEVER APPROVED ANY PAYMENT TO TO MR. STEIN FROM THAT POINT
7 FORWARD EITHER, RIGHT, JUST WENT RIGHT INTO LITIGATION?

8 A. I BELIEVE THERE WAS NO PAYMENT TO YOU AFTER
9 SEPTEMBER OF 2006.

10 Q. I SEE. AND JET YOU SAY THE CONTRACT IS VALID AND
11 BINDING, HOW COME YOU DIDN'T PAY THE BILLS?

12 A. I BELIEVE IT'S BECAUSE WE'RE IN LITIGATION SIR.

13 Q. AND WHAT IS YOUR RATIONALE AS YOU UNDERSTAND IT?

14 A. THE RATIONALE FOR NOT PAYING YOU SINCE SEPTEMBER OF
15 2006?

16 Q. RIGHT.

17 A. WELL IF YOU RECALL ON SEPTEMBER 9TH, 2006 AT A
18 MEETING IN YOUR OFFICE WHERE YOU DEMANDED THAT LIZ ARONSON
19 OUR TRIBAL [SKWR*EBLG] BE TERMINATED BY US THE TRIBAL COUNCIL
20 AND WE OBJECTED TO THAT, WE SAID NO, THEN YOU THEN AFTER
21 THROWING A TAPE RECORDER, YOU MEAN THREATENED TO RESIGN WHICH
22 I THINK I SAID PLEASE GO RIGHT AHEAD OR SOMETHING TO THAT
23 EFFECT AND THEN I BELIEVE YOU TOLD US TO LEAVE YOUR LAW
24 OFFICE WHICH OF COURSE WAS OUR TRIBAL OFFICE WHICH WE DID AND
25 SUBSEQUENTLY WE'RE IN LITIGATION SIMPLY BECAUSE WE COULD NO
26 LONGER DO BUSINESS WITH YOU SIR. I MEAN IT WAS WITHIN A
27 MATTER OF WEEKS WE HAD TERMINATED YOU.

28 Q. AND --.

1 THE COURT: ALL RIGHT LET'S TAKE A 15-MINUTE BREAK.

2 MS. IBARRA: YES.

3 (WHEREUPON THE JURY EXITS THE COURTROOM.)

4 MR. STEIN: YOUR HONOR MAY I ADDRESS THE COURT ON
5 THE RECORD.

6 THE COURT: YES.

7 MR. STEIN: I'M SORRY DOES THE COURT WISH TO ADDRESS
8 US FIRST.

9 THE COURT: NO YOU GO FIRST.

10 MR. STEIN: THE COURT CAUGHT ME IN A MISTAKE WHERE I
11 HURRIEDLY QUITE LITERALLY IN 30 SECONDS WHILE THE ATTORNEY
12 WAS WAITING ME TO BEGIN RAN THREE SEPARATE EXHIBITS THROUGH
13 MY DEFENDANT'S EXHIBIT TOP [STKAPB]-ER AND PUT IT IN ONE PDF
14 BECAUSE I WAS IN A YOU ARE [AO*E] I THEN MEANT TO PULL UP THE
15 PREVIOUSLY [AOEUFDF]-D DOCUMENT THAT WAS THE SECOND PAGE H
16 INSTEAD I PULLED UP THE FIRST PAGE AND WHEN THE COURT CORRECT
17 ME I IMMEDIATELY DID EXACT SLEEVE WHAT THE COURT SAID, I HAVE
18 NOW BEEN PUNISHED BY NOW NOT BEING ABLE TO USED PROJECT THEY
19 ARE WHEN WE WERE ON A TIGHT ONE YOU ARE TIMELINE ASK WHEN I
20 WAS NOT BEEN ALLOWED TOE AND I'VE ALLOWED OPPOSING COUNSEL TO
21 USE MY PROJECTOR DURING HER EXAMINATION AND I BELIEVE THE
22 COURT IS BEING PUNITIVE AND UNFAIR ** I BELIEVE IT IS
23 PREJUDICING MY ABILITY TO PUT ON MY CASE AND I BELIEVE THAT
24 WHILE THE COURT HAS GIVEN ME PLENTY OF ROOM IN THE PAST AND
25 HAS SHOWN FAIRNESS IN THE PAST FOR WHATEVER REASON THIS
26 INNOCENT MISTAKE WHERE I PULLED UP PAGE 1 THAT HAD NOT BEEN
27 IDENTIFIED OF A PDF INSTEAD OF PAGE 2 WHICH I MEANT TO PULL
28 UP HAVING MADE THE PDF JUST SECONDS BEFORE WHILE THE JURY AND

1 THE WITNESS MATE WAIT [EUTD] FOR ME TO MAKE IT ON A DID HE
2 SAY TOM SCANNER IT SEEMS A OVER REACTION I'D LIKE TO HUMBL Y
3 REQUEST THE COURT TO USE THE PROJECTOR AGAIN.

4 THE COURT: NO YOUR REQUEST IS [TKAO*EPBTD] MR.
5 STEIN.

6 MR. STEIN: CAN --.

7 THE COURT: LET ME TALK, YOU HAVE REPEATED WILL HE
8 HE [HRAOEF] PUT UP DOCUMENTS THAT HAVE BEEN EXCLUDED, THAT
9 HAVEN'T BEEN ADMITTED INTO EVIDENCE, THAT HAVE BEEN
10 MISIDENTIFIED, YOU CLAIM THEY'RE ONE EXHIBIT AND YOU THROW UP
11 ANOTHER EXHIBIT, I'VE ASKED YOU TO TAKE DOWN EXHIBITS YOU'VE
12 ACTUALLY LEFT THEM UP CONTRARY TO MY ORDER IN FRONT OF THE
13 JURY, YOU'VE LEFT THEM UP, YOU'VE LEFT THEM UP WHEN WE'VE
14 GONE [TOEFR] SIDEBAR TO TALK ABOUT EXCLUDED EXHIBIT, YOU'VE
15 LEFT THEM UP BY DISPLAYED YOUR MONITOR IN FRONT OF JURY I HAD
16 TO MOVE YOUR MONITOR SO THEY COULD NOT BE DISPLAYED IN FRONT
17 OF THE JURY, IT HAS BEEN A REPEATED PROBLEM, A REPEATED
18 PROBLEM. THIS IS THE END, IT CAN'T BE DONE ANY MORE, I CAN'T
19 TRUST YOU ANY MORE TO PUT UP THE EXHIBITS THAT YOU CLAIM
20 YOU'RE GOING TO PUT UP AND TAKE THEM DOWN WHEN I ASK YOU TO
21 TAKE THEM DOWN OR WHEN THEY'VE BEEN EXCLUDED SO THAT IS THE
22 REASON, IT'S BEEN A REPEAT ED PROBLEM AND MORE OFFER WE JUST
23 HAD AN EXAMPLE OF THAT, NOT WITH THE DOCUMENTS BUT WITH THIS
24 WITNESS, WE TALKED REPEATEDLY ABOUT THE FACT THAT THE LEBANON
25 AND THE C I A AND THE TRIPS TO SYRIA AND ALL OF THAT WOULD
26 NOT COME IN AND WHAT DID YOU ASK THIS WITNESS ABOUT HIS
27 TRAVEL, THAT RELATED TO THAT, ABOUT LEBANON, PRECISELY WHAT
28 WE HAD TALKED ABOUT.

1 MR. STEIN: HE --.

2 THE COURT: PRECISELY.

3 MR. STEIN: HE --.

4 THE COURT: THIS HAS BEEN A REPEATED PROBLEM OVER
5 AND OVER IN THIS TRIAL. IT'S GOT TO STOP.

6 MR. STEIN: YOUR HONOR IT --.

7 THE COURT: AND MORE EVER, MR. STEIN, REALLY WHAT'S
8 HAPPENING IS THE JURY IS SEEING ALL OF THIS, THEY'RE SEEING
9 YOUR BEHAVIOR THEY'RE SEEING THE WAY YOU DISOBEY COURT ORDER,
10 THEY'RE SEE HOW YOU THROW UP DOCUMENTS THAT I ASK YOU TO TAKE
11 DOWN AND THAT YOU HAVE DON'T TAKE DOWN. YOU'RE REALLY NOT
12 HELPING ANY YOURSELF YOU'VE YOU'RE [-RP] HURTING ME THIS IS
13 YOUR TRIAL AND YOU'RE REALLY ONLY HURTING YOURSELF **.

14 MR. STEIN: YOUR HONOR I HAVE BEEN DOING THIS WORK
15 FOR 30 YEARS AND I'M NOT NEARLY AS GOOD AS IT AS THE COURT IS
16 AND THE COURT DOES PLENTY MORE THAN THE I GET [AOE] SELL
17 [REUFL] [SEPLD] I DON'T GO [TOFL] TRIAL THAT MUCH BUT I'M
18 DOING ANY EYE INCREASINGLY STRICT STANDARDS, I AM ADJUSTING
19 TO THOSE INCREASINGLY STRICT STANDARDS AS BEST I CAN AND I AM
20 OH [PWHAOEUG] THE COURT AS BEST I CAN SO MUCH SO THAT THE
21 COURT HERSELF TOOK OFF CALENDAR THE EARLY SANCTIONS MOTION
22 BECAUSE OF THIS EXACT SAME CONDUCT THAT SHE'S REFERRING TO
23 NOW.

24 THE COURT: AND I THINK I --.

25 MR. STEIN: APPARENTLY I DID WELL ENOUGH TO EARNED
26 THAT AND IF I MADE ONE SLIP UP HERE, I [PRO*E] [TPAOUS] LEE
27 APOLOGIZE BUT I WAS IN A HURRY, THERE WERE TWO PAGES FROM
28 DIFFERENT EXHIBITS IN THE SAME PDF MADE WHILE THE JURY WAS

1 WAIT [SKP-G] WHILE THE WITNESS WAS WAITING, I SHOULD HAVE
2 MADE TWO SEPARATE PERIODS OF TIME I AM SORRY I DIDN'T TAKE
3 THE TIME TO DO SO.

4 THE COURT: I THINK I'VE SHOWN INCREDIBLY RESTRAINT
5 AND I TOOK THAT OSC RE: SANCTIONS OFF CALENDAR BECAUSE I WAS
6 [TRAOEUGS] TO HAVE SHOW RETAINED AND GIVE YOU AN OPPORTUNITY
7 TO BE ON GOOD BEHAVIOR HONESTLY AND WHAT HAVE WE HAD? A
8 DISOBEYING OF THE COURT'S ORDER WITH THIS LEBANON QUESTION
9 AND PROBLEMS WITH THE EXHIBITS. LOOK, YOU'VE GOT -- WE'VE
10 GOT 10, 15 BINDERS HERE WITH ALL THE EXHIBITS, YOU'VE GOT AT
11 LEAST WHAT, FOUR OR FIVE BINDERS AND YOU HAVE MR. FORDYCE WHO
12 CAN HELP, YOU CAN PULL OUT WHATEVER EXHIBITS LOOK PEOPLE
13 TRIED CASES WITHOUT TECHNOLOGY LONG BEFORE, THAT'S HOW I
14 TRIED CASES WITHOUT COMPUTER THROWING THEM UP THE ON THE
15 SCREEN AND MAYBE IT MAKES THINGS EASIER BUT WE DON'T HAVE TO
16 HAVE THEM AND YOU HAVE -- YOU'VE PREPARED WELL, YOU HAVE YOUR
17 BINDERS SO I'M GOING TO INSIST THAT YOU USE THE BINDERS.

18 MR. STEIN: IF I CAN ASK THE COURT TO RECONSIDER IN
19 THE MORNING TOMORROW.

20 THE COURT: SURE YOU CAN --.

21 MR. STEIN: AFTER BEING DENIED THE USE THIS
22 AFTERNOON.

23 THE COURT: SURE BUT I DON'T THINK THAT'S GOING TO
24 CHANGE BUT I WILL LET YOU TRY TO CONVICT ME TOMORROW BUT I
25 SUGGEST THOUGH THAT YOU PREPARE AS IF IT WOULD BE DENIED SO
26 BE PREPARED TO USE YOUR NOTEBOOKS, MR. FORDYCE CAN HELP YOU
27 HE'S BEEN HELPING YOU THIS ENTIRE TIME.

28 MR. FORDYCE: YOUR HONOR I HATE TO DO BUT IT'S F FOR

1 DIKE.

2 THE COURT: I'M SORRY FOR [TPAOEULSZ] I'M I'VE BEEN
3 [TKAUL] CALLING AH NOR DICE.

4 THE CLERK: I THINK IT'S FIRST AND LAST NAME.

5 THE COURT: OH OKAY. WELL LET'S GO ON A BREAK.

6 MR. STEIN: YOUR HONOR BEFORE WE LEAVE I'D JUST LIKE
7 TO LIKE COMPLETE MY --.

8 THE COURT: WE'RE ON A BREAK.

9 MR. STEIN: VERY GOOD.

10 (BREAK TAKEN.) 03:06 PM TO ** 03:19 PM.

11 THE COURT: 150 MORE MINUTES COUNSEL JUST TO GIVE
12 YOU WARNING * * JURY IN * *.

13 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN,
14 BC361307, YOU MAY CONTINUE WITH YOUR CROSS.

15 Q. BY MR. STEIN: MR. DUNLAP I'D LIKE TO REFER YOU TO
16 EXHIBIT 569 AGAIN, THE SMDC AGREEMENT AND THE VARIOUS
17 APPROVALS AND IN PARTICULAR GIVEN THE SHORTNESS OF TIME,
18 WE'RE ONLY GOING TO GO OVER RESOLUTION 37 AND RESOLUTION 46.
19 NOW BEFORE WE BEGIN, YOU HAD ALREADY SAID THAT YOU RECOGNIZE
20 EACH TIME YOU SIGNED THIS THAT IT WAS A VALID AND BINDING
21 OBLIGATION OF THE GT TRIBE, THE SMDC AGREEMENT.

22 MS. IBARRA: OBJECTION CALLS FOR A LEGAL CONCLUSION.

23 THE COURT: SUSTAINED. THAT'S THE JURY'S CALL,
24 THERE'S A BREACH OF CONTRACT CAUSE OF ACTION, RIGHT.

25 Q. BY MR. STEIN: IT WAS YOUR UNDERSTANDING WHEN YOU
26 WERE APPROVING IT THAT THE AGREEMENT WAS GOOD ON THE DATE
27 THAT YOU APPROVED IT.

28 MS. IBARRA: SAME OBJECTION.

1 THE COURT: GOOD, I'M NOT SURE WHAT YOU MEAN BY
2 GOOD. SUSTAINED.

3 Q. BY MR. STEIN: DID YOU MEAN TO APPROVE THIS
4 AGREEMENT AS AN AGREEMENT OF GT TRIBE WHEN YOU ADOPTED
5 RESOLUTION 36 -- 46 AND 37?

6 A. YES.

7 Q. TURNING TO RESOLUTION 37, I JUST WANTED TO SHOW THE
8 PART -- THAT'S YOUR SIGNATURE ISN'T IT, UNDER RESOLUTION 37?

9 A. YES.

10 Q. CAN YOU READ THE FOURTH WHEREAS CLAUSE?

11 A. WHEREAS ON JUNE 24, 2001, THE TRIBAL COUNCIL
12 APPROVED RESOLUTION NUMBER 15, [K-RL] ACTUAL AGREEMENT WITH
13 TRIBAL GENERAL COUNSEL WHICH AGREED TO RETAIN RAE LAMOTHE
14 ESQUIRE AS TRIBAL GENERAL COUNSEL AND MS. LAMOTH HAS IN FACT
15 SERVE AS TRIBAL GENERAL COUNSEL SINCE MAY 2001.

16 Q. BY SIGNING THAT AGREEMENT, DID YOU MEAN TO AGREE
17 WITH THAT STATEMENT?

18 A. YES.

19 Q. CAN YOU REAL ESTATE THE NEXT PARAGRAPH?

20 A. WHEREAS TRIBAL GENERAL COUNSEL HAVING REVIEWED THE
21 AGREEMENT AS OPINED --.

22 Q. OPINED?

23 A. OPINED TO THE TRIBAL COUNCIL THAT THE AGREEMENT IS A
24 VALID, BINDING AND ENFORCEABLE OBLIGATION OF THE TRIBAL
25 COUNCIL AND THE TRIBE AS WRITTEN.

26 Q. BY SIGNING THE RESOLUTION APPROVING THE AGREEMENT,
27 DID YOU AGREE TO THAT STATEMENT.

28 MS. IBARRA: I'M GOING TO OBJECT ON THE SAME BASE

1 ADVERTISE JUST CALLS FOR A LEGAL CONCLUSION.

2 THE COURT: SUSTAINED.

3 Q. BY MR. STEIN: DID YOU AGREE THAT THE TRIBAL GENERAL
4 COUNSEL RAE LAMOTHE REVIEWED THE AGREEMENT AND OPINED TO YOU
5 THAT IT WAS A VALID BIND [SKP-G] ENFORCEABLE OBLIGATION OF
6 THE TRIBE.

7 MS. IBARRA: OBJECT ON THE SAME BASIS.

8 THE COURT: WELL ARE YOU ASKING DID RAE LAMOTHE TELL
9 HIM THAT.

10 MR. STEIN: YEAH.

11 THE COURT: OKAY DID RAE LAMOTHE EVER TELL YOU THAT?

12 A. I DON'T RECALL IF SHE HAS -- OR DID AT THAT TIME BUT
13 I DO REMEMBER SIGNING THE AGREEMENT.

14 MR. STEIN: VERY GOOD.

15 Q. BY MR. STEIN: AND CAN WE LOOK AT THE MODIFICATION
16 THAT YOU ACTUALLY SIGNED, PARAGRAPH 23? HAVE YOU FOUND
17 THAT?

18 A. NO.

19 Q. VERY GOOD, LET ME FIND THAT FOR YOU. PARAGRAPH 23,
20 LEGAL ADVICE?

21 A. WOULD YOU LIKE ME TO READ IT?

22 Q. PLEASE.

23 A. THE LANGUAGE OF SECTION 23 OF THE AGREEMENT SHALL BE
24 MODIFIED BY ADDING THE FOLLOWING [S-PBS] TENSE TO THE END OF
25 THE SECTION, THE TRIBE FURTHER ACKNOWLEDGE THAT TRIBAL
26 GENERAL COUNSEL RAE LAMOTHE HE IS SPIRE HAS REVIEWED THE
27 AGREEMENT AND FOUND THAT IT IS VALID BIOPSIED [SKP-G]
28 ENFORCEABLE OBLIGATION OF THE TRIBAL COUNCIL ON BEHALF OF THE

1 TRIBE. IN ADDITION, TRIBAL GENERAL COUNSEL HAS DRAFTED THIS
2 MODIFICATION AGREEMENT AND WITH THESE CHANGES RECOMMENDED
3 THAT THE AGREEMENT AS MODIFIED BE ADOPTED, RATIFIED AND
4 APPROVED BY THE TRIBAL COUNCIL ON BEHALF OF THE TRIBE.

5 Q. SO YOU SAID THAT MR. STEIN WAS YOUR ATTORNEY AND MR.
6 STEIN WROTE THE AGREEMENT. DOESN'T THIS SAY HERE THAT RAE
7 LAMOTHE IS YOUR ATTORNEY AND RAE LAMOTHE WROTE THIS
8 AGREEMENT.

9 MS. IBARRA: I'M GOING TO OBJECT THAT IT CALLS FOR A
10 LEGAL CONCLUSION AS WELL.

11 THE COURT: OVERRULED HE'S JUST ASKING IS THAT WHAT
12 IT SAYS. OVERRULED, IS THAT WHAT IT SAYS?

13 A. IT SAYS DRAFTED THE MODIFICATION AGREEMENT, YES.

14 Q. BY MR. STEIN: SO WHY -- AND THAT'S YOUR SIGNATURE
15 RIGHT UNDER UNDER THERE ISN'T IT?

16 A. YES.

17 Q. MAY I -- EXCUSE ME FOR A SECOND, I JUST WANT TO SHOW
18 THIS TO THE JURY.

19 THE COURT: LET ME SEE IT FIRST.

20 MR. STEIN: IT'S JUST THIS ONE PAGE OF EXHIBIT 569.

21 THE COURT: PASS IT OVER.

22 A. (INDICATING.).

23 THE COURT: EXHIBIT A TO RESOLUTION 37 IS THAT IT.

24 MR. STEIN: YES THIS IS PART OF 569.

25 THE COURT: ALL RIGHT. YES YOU MAY.

26 MR. STEIN: SO THAT'S PARAGRAPH 23 THAT HE JUST READ
27 AND THAT'S [SA*PLZ] SIGNATURE.

28 THE COURT: COUNSEL, THIS ISN'T ARGUMENT, I JUST

1 HAND IT TO THE JURY, LET THEM LOOK AT IT.

2 MR. STEIN: THANK YOU.

3 THE COURT: YOU'LL HAVE AN OPPORTUNITY TO MAKE AN
4 ARGUMENT LATER.

5 MR. STEIN: THANK YOU.

6 Q. BY MR. STEIN: SO IN THE FACE OF THAT, DOES THIS
7 REFRESH YOUR RECOLLECTION THAT MR. STEIN BECAUSE NOT YOUR
8 ATTORNEY IN 2003 AND IS NOT DRAFT RESOLUTIONS AND AGREEMENTS
9 INCLUDING THAT ONE?

10 A. IT DOESN'T CHANGE MY OPINION OF WHAT YOU WROTE
11 JONATHAN. RAE LAMOTHE DID NOT DRAFT THESE RESOLUTIONS, IT
12 WOULD HAVE BEEN YOU.

13 THE COURT: YOU HAVE A FEW MORE MINUTES.

14 MR. STEIN: VERY GOOD.

15 Q. I'D LIKE TO TURN TO EXHIBIT -- RESOLUTION 46 IN THE
16 SAME EXHIBIT AND LET ME -- NIALL LET ME HAVE A STICKY SO I
17 CAN JUST NOT LOSE [TPA] [THABGT] THAT WE PULLED A PAGE OUT.

18 MS. IBARRA: YOU CAN HAVE MY STICKY.

19 MR. STEIN: OH THAT'S MS. IBARRA, THANKS. I JUST
20 WANT TO MAKE SURE WE REMEMBER TO PUT THAT PAGE BACK. THANKS
21 A LOT SAM.

22 Q. OKAY. AND THEN I'D LIKE YOU TO READ THE FIFTH AND
23 THE SEVENTH WHEREAS CLUES?

24 A. WHEREAS --

25 Q. JUST THE FIFTH AND THE SEVENTH, THEN WE'LL STOP?

26 A. WHEREAS THE TRIBE IS SATISFIED WITH THE AGREEMENT
27 AND BY THIS RESOLUTION SEEKS TO APPROVE AND RATIFY IT ONCE
28 AGAIN AND TO RECOGNIZE OVER 28 MONTHS OF SATISFACTORY

1 PERFORMANCE OF ECONOMIC DEVELOPMENT TASKS BY DEVELOPER.

2 Q. AND THEN THE SEVENTH?

3 A. WHEREAS UNDER THE AGREEMENT DEVELOPER IS DUE TO BE
4 PAID \$25,000 PER MONTH FROM FEBRUARY 1ST, 2001 THROUGH THE
5 PRESENT FOR A TOTAL OF APPROXIMATELY SEVEN 25,000 TO DATE
6 FROM THE INVESTMENT MONEY AND THIS WOULD TAKE UP A LARGE
7 PORTION OF INVESTMENT MONEY THAT EACH INVESTMENT GROUP HAS
8 DISCUSSED INVESTING WITH THE TRIBE.

9 Q. AND DID YOU APPROVE THAT RESOLUTION?

10 A. YES.

11 Q. AND BY THAT APPROVAL DID YOU MEAN TO INDICATE THAT
12 YOU AGREE WITH THOSE TWO STATEMENTS?

13 A. YES.

14 THE COURT: ALL RIGHT THANK YOU. ANY REDIRECT.

15 MS. IBARRA: YES.

16 Q. BY MS. IBARRA: SO YOUR DESCRIPTION OF YOUR
17 RELATIONSHIP WITH MR. STEIN ON BEHALF OF THE TRIBE, WAS THIS
18 JUST LIKE THE PATTERN AND PRACTICE BETWEEN MR. STEIN AND THE
19 TRIBE WHERE HE OFFERED LEGAL SERVICES AND LEGAL ADVICE AND
20 YOU TOOK IT.

21 MR. STEIN: OBJECTION LEADING.

22 THE COURT: SUSTAINED.

23 Q. BY MS. IBARRA: CAN YOU DESCRIBE THE RELATIONSHIP,
24 THE LEGAL RELATIONSHIP BETWEEN THE TRIBE AND MR. STEIN.

25 MR. STEIN: OBJECTION.

26 MR. FORDYCE: CALLS FOR A LEGAL CONCLUSION.

27 THE COURT: ASK YOU WHAT.

28 MS. IBARRA: CAN YOU DESCRIBE THE RELATIONSHIP

1 BETWEEN MR. STEIN AND THE TRIBE.

2 THE COURT: OVERRULED?

3 A. WELL THE -- IN MY OPINION, THE LEGAL RELATIONSHIP
4 WAS THAT MR. STEIN DID OFFER LEGAL ADVICE FROM TIME TO TIME
5 THROUGHOUT THE -- FROM THE BEGINNING OF MY RELATIONSHIP WITH
6 HIM --.

7 MR. STEIN: MOTION TO STRIKE EXPERT OPINION.

8 THE COURT: MOTION IS DENIED.

9 A. UP UNTIL THE TIME OF SEPTEMBER 2006.

10 Q. BY MS. IBARRA: DID HE ALSO PERFORM LEGAL WORK?

11 A. WELL I WAS MY ATTORNEY OF RECORD IN THE MORALES
12 LITIGATION.

13 Q. DID HE DO THE SAME FOR THE TRIBE AS YOU UNDERSTOOD
14 IT?

15 A. AS I UNDERSTOOD IT, MR. STEIN DID DIRECT RAE LAMOTHE
16 IN HER LITIGATION AGAINST MR. MORALES.

17 Q. YOU ALSO TESTIFIED THAT HE DRAFTED RESOLUTIONS?

18 A. YES.

19 Q. DID YOU EVER DIRECT HIM TO STOP DRAFTING RESOLUTIONS
20 ON BEHALF OF THE TRIBE?

21 A. I DON'T RECALL THAT. I TRUSTED HIM.

22 Q. DID YOU EVER ASK HIM TO STOP GIVING YOU LEGAL
23 ADVICE?

24 A. NO.

25 Q. WHENEVER HE OFFERED LEGAL ADVICE DID YOU SAY I
26 DON'T -- WE DON'T NEED YOUR LEGAL ADVICE?

27 A. NO, I DON'T RECALL THAT.

28 Q. DID YOU EVER SAY PLEASE DON'T -- PLEASE DON'T GIVE

1 US -- PLEASE DON'T DO ANY LEGAL WORK FOR US?

2 A. NO I NEVER SAID THAT.

3 Q. SO YOU ACCEPTED WHATEVER ADVICE WAS OFFERED?

4 A. YES.

5 Q. EXAM WHAT WHATEVER WORK HE OFFERED TO DO FOR YOU?

6 A. YES.

7 Q. AND YOU SAID THAT, YOU TESTIFIED REGARDING THE LIBRA
8 INVESTOR AGREEMENT THAT -- THE LIBRA INVESTOR MONEY PAID FOR
9 THE MORALES JUDGMENT?

10 A. YES.

11 Q. AND MR. STEIN HAD ASKED YOU NOT TO DISCLOSE THAT
12 BECAUSE THAT WOULD CONFLICT WITH HIS NEGOTIATIONS ON THE
13 MORALES JUDGMENT AMOUNT THAT WAS DUE?

14 A. YES. JONATHAN WAS TRYING TO SETTLE THE MORALES
15 JUDGMENT FOR \$10,000.

16 Q. SO THAT MEANS THAT THE -- THAT HE WAS NEGOTIATING
17 AFTER MAY OF 2006?

18 A. YES. AND EVENTUALLY I BELIEVE WITHIN THREE MONTHS
19 OR SO THE MORALES LITIGATION WAS SETTLED FOR \$50,000.

20 Q. THREE MONTHS OR SO OF THE LIBRA AGREEMENT?

21 A. INTO THE LIBRA AGREEMENT, YES.

22 Q. INTO THE LIBRA AGREEMENT. SO HE WAS NEGOTIATING
23 WELL INTO 2006, UNTIL THE SUMMER OF 2006?

24 A. YES.

25 Q. DO YOU RECALL THAT MR. STEIN PRESENTED YOU WITH
26 RESOLUTIONS ATTEMPTING TO TERMINATE MS. LIZ ARONSON?

27 A. YES IN SEPTEMBER 2006.

28 Q. SEPTEMBER 2006. DID MS. ARONSON DRAFT THOSE

1 RESOLUTIONS?

2 A. NO.

3 Q. DID MR. STEIN DRAFT THOSE RESOLUTIONS?

4 A. HE WOULD HAVE BEEN THE ONLY ONE TO MY KNOWLEDGE.

5 Q. SO HE WAS DRAFTING RESOLUTIONS AS OF SEPTEMBER 2006?

6 A. YES.

7 Q. AND THERE WAS NO -- DID HE EVER ATTEMPT TO HIDE
8 THAT?

9 A. HIDE, I DON'T UNDERSTAND.

10 Q. DID HE EVER ATTEMPT TO HIDE, OBSCURE IT, OR DENY THE
11 FACT THAT HE WAS DRAFTING RESOLUTIONS, BEFORE THIS LITIGATION
12 STARTED DID HE EVER DENY THAT HE DRAFTED RESOLUTIONS.

13 MR. STEIN: OBJECTION HEARSAY.

14 THE COURT: OVERRULED?

15 A. I MAY ANSWER.

16 Q. BY MS. IBARRA: YES.

17 A. IT WAS MY KNOWLEDGE THAT MR. STEIN WAS DRAFTING
18 LANGUAGE FOR RESOLUTIONS. THE TRIBAL COUNCIL WAS IN THE
19 DARK, AGAIN THEY TRUSTED ME AND --

20 Q. WHAT DO YOU MEAN THE TRIBAL COUNCIL WAS IN THE DARK?

21 A. THE ISSUE OF WHO WAS ACTUALLY DRAFTING RESOLUTIONS
22 AND WRITING THEM WAS NEVER FORMALLY, TO MY KNOWLEDGE,
23 DISCLOSED TO THEM. IT WAS -- IT WAS KNOWLEDGE TO ME THAT MR.
24 STEIN WAS DRAFTING THE RESOLUTIONS.

25 Q. DO YOU KNOW IF THEY THOUGHT SOMEBODY ELSE WAS
26 DRAFTING THEM?

27 A. MEMBERS OF THE TRIBAL COUNCIL REALIZED AS DID I THAT
28 JONATHAN STEIN WOULD HAVE KEPT STRICT CONTROL ON THE

1 RESOLUTIONS AND THE LANGUAGE OF THE RESOLUTIONS IN ORDER TO
2 MOVE FORWARD WITH WHATEVER MIGHT HAVE BEEN ON THE AGENDA.

3 Q. DO YOU KNOW THAT HE DRAFTED 100 PERCENT OF THE
4 RESOLUTIONS?

5 A. I CANNOT SAY FOR SURE 100 PERCENT.

6 Q. SO IF ANYBODY ELSE WOULD HAVE DRAFTED RESOLUTIONS
7 WHO WOULD THAT BE?

8 A. WELL THERE WAS RAE LAMOTHE, THE TRIBAL GENERAL
9 COUNSEL, HOWEVER THE FINAL SAY FOR ANYTHING PUT IN FRONT OF
10 THE TRIBAL COUNCIL FOR APPROVAL AND SIGNATURE WOULD HAVE HAD
11 TO GO THROUGH JONATHAN.

12 Q. SO LET'S SAY THAT RAE DID DRAFT A RESOLUTION, MR.
13 STEIN WOULD HAVE DONE A FINAL EDIT AND YEA OR NAY GOES TO THE
14 TRIBAL COUNCIL OR NOT?

15 A. ABSOLUTELY.

16 Q. AND THE TRIBAL COUNCIL ITSELF NEVER ACTUALLY DRAFTED
17 ANY RESOLUTIONS?

18 A. THAT'S A GOOD QUESTION. I DON'T RECALL EVER
19 DRAFTING A RESOLUTION GO DO YOU RECALL ANYBODY ELSE DRAFTING
20 A RESOLUTION, UP UNTIL SEPTEMBER 2006 NO.

21 Q. WHAT RESOLUTION WAS DRAFTED IN SEPTEMBER 2006?

22 A. WELL AFTER OUR LEAVING MR. STEIN'S OFFICE,
23 RESOLUTIONS WERE DRAFTED I BELIEVE BY LIZ ARONSON.

24 Q. SO AFTER THAT TIME, YOU KNOW FOR SURE MS. LIZ
25 ARONSON DRAFTED THEM?

26 A. CORRECT.

27 Q. YOU TESTIFIED BEFORE ABOUT RESOLUTION 37 WHICH WAS
28 ATTACHED TO SMDC AGREEMENT WHICH IS EXHIBIT 569, CORRECT?

1 A. OKAY.

2 Q. IS THAT THE ONE THAT'S APRIL 2002 -- OR JANUARY
3 2002? CAN I GO OVER THERE AND LOOK AT IT WITH YOU. YEAH
4 JANUARY 2002. OKAY. SO THIS IS THE SAME AGREEMENT THAT YOU
5 PREVIOUSLY TESTIFIED, THE SAME AMENDMENTS, WHEN I WAS DOING
6 DIRECT WITH YOU, AND I WAS ASKING YOU ABOUT THIS ONE YOU
7 PREVIOUSLY TESTIFIED YOU DIDN'T -- YOU DIDN'T UNDERSTAND?

8 A. YES.

9 Q. WHAT WAS CONTAINED IN THIS?

10 A. OKAY.

11 Q. SO THIS IS THE SAME LANGUAGE THAT -- IT WAS IN THE
12 SAME AMENDMENT AND THE SAME RESOLUTION, HE JUST WASN'T
13 THROUGH THAT SAME LANGUAGE, JUST DIFFERENT PARTS OF IT,
14 CORRECT?

15 A. CORRECT.

16 Q. SO IS YOUR TESTIMONY THE SAME THAT YOU DIDN'T
17 UNDERSTAND WHAT WAS CONTAINED IN THOSE RESOLUTIONS?

18 A. YES I'M -- I MEAN I'M NOT AN EXPERT, I'M NOT AN
19 ATTORNEY AND BACK IN 2001, 2002 I PLACED A GREAT DEAL OF
20 TRUST IN MR. STEIN THAT WHAT WAS PUT IN FRONT OF US WAS FOR
21 THE BENEFIT OF THE TRIBE.

22 Q. DID YOU SIGN EVERYTHING THAT MR. STEIN PUT IN FRONT
23 OF YOU?

24 A. I BELIEVE SO, YES.

25 Q. DO YOU RECALL ANYTIME WHERE HE PLACED A DOCUMENT IN
26 FRONT OF YOU FOR YOUR SIGNATURE THAT YOU DID NOT SIGN BEFORE
27 HIS TERMINATION?

28 A. I DON'T RECALL, NO.

1 Q. OKAY THANK YOU.

2 THE COURT: OKAY THANK YOU. YOU MAY STEP DOWN.

3 PLAINTIFF YOU MAY CALL YOUR NEXT WITNESS.

4 MS. IBARRA: NEXT WITNESS IS VIRGINIA CARMELO.

5 THE COURT: IS THAT AN EXHIBIT.

6 JUROR NO. 7: THAT'S THE PAGE THAT WAS PULLED OUT.

7 THE COURT: OKAY NELLI. THANK YOU. YOU CAN PUT IT
8 BACK, I THINK THAT THAT PINK TAB IS WHERE IT GOES. MA'AM YOU
9 CAN JUST TAKE A SEAT. YOU DON'T NEED TO BE RE SWORN, YOU
10 UNDERSTAND YOU'RE STILL UNDER OATH?

11 A. YES.

12 THE COURT: THANK YOU YOU MAY BE SEATED. OKAY YOU
13 HAVE MAY BEGIN.

14 MS. IBARRA: OKAY.

15 Q. BY MS. IBARRA: MRS. CARMELO I'M GOING TO SHOW YOU A
16 DOCUMENT THAT'S BEEN MARKED AS EXHIBIT 19.

17 THE COURT: I'M SORRY EXHIBIT WHAT.

18 MS. IBARRA: 19.

19 THE COURT: 19. THANK YOU.

20 A. I HAVE TO FIND MY GLASSES. OKAY.

21 Q. DOES THIS LOOK FAMILIAR TO YOU?

22 A. PARDON ME? YES, IT IS FAMILIAR.

23 Q. WHAT IS IT?

24 A. IT'S I GUESS THE LEGAL SUIT FOR THE MORALES GROUP.

25 Q. DO YOU REMEMBER WHO REPRESENTED YOU IN THIS ACTION?

26 A. YES.

27 Q. WHO WAS IT?

28 A. MR. STEIN SUGGESTED THAT WE DO THIS SUIT AND THAT HE

1 WOULD PUT RAE LAMOTHE AS OUR LAWYER. SHE AT THAT TIME WAS
2 THE GENERAL COUNSEL AND AND THROUGHOUT THE PROCESS HE
3 INDICATED HIS ADVICE.

4 Q. WHAT WAS HIS ADVICE ABOUT WHY YOU SHOULD INITIATE
5 THIS ACTION?

6 A. BASICALLY HE WAS -- THE INTENTION WAS TO CHALLENGE
7 THE MORALES GROUP SO THAT SOME OF THEM WOULD -- WELL SO THAT
8 THEY WOULD UNIFY WITH OUR GROUP AT SOME POINT BY MAKE [TH-G]
9 CHALLENGE OF THE FIDUCIARY DUTIES SINCE --.

10 Q. I'M SORRY THE FIDUCIARY DUTIES?

11 A. OF MORALES. YEAH BECAUSE THEY -- THE GROUP EXCLUDED
12 SOME MEMBERS, MYSELF INCLUDED.

13 Q. DID HE GIVE YOU ADVICE ABOUT BRINGING IT IN THE NAME
14 OF THE TRIBE VERSUS BRINGING IT IN YOUR NAME AS VIRGINIA
15 CARMELO?

16 A. WELL I DO REMEMBER THAT HE DID SAY THAT WE WOULD USE
17 OUR INDIVIDUAL NAMES.

18 Q. INSTEAD OF THE NAME OF THE TRIBE?

19 A. YES.

20 Q. DID YOU UNDERSTAND WHY?

21 A. NO.

22 Q. AND SO YOU JUST TOOK HIS ADVICE?

23 A. YES.

24 MR. STEIN: OBJECTION LEADING YOUR HONOR.

25 THE COURT: OVERRULED.

26 MS. IBARRA:

27 Q. SO DO YOU RECALL THAT THERE WAS A MEDIATION IN THIS
28 CASE?

1 A. A MEDIATION?

2 Q. YES. DO YOU KNOW WHAT A MEDIATION IS?

3 A. YES UH-HUH. YES, I DO RECALL THE MEDIATION, I'M
4 THINKING BACK. YES, I DO RECALL IT.

5 Q. DO YOU RECALL WHEN IT WAS?

6 A. THE DATE?

7 Q. APPROXIMATELY, LIKE THE YEAR?

8 A. NO, I DON'T RECALL THE DATE. I WOULD THINK BASED ON
9 HERE, WHAT IS THIS --.

10 Q. NO THIS JUST REFLECTS WHEN IT WAS INITIATED?

11 A. UH-HUH.

12 Q. IT WOULD HAVE BEEN AFTER THIS WAS INITIATED?

13 A. I THINK I CAME ON TO THE COUNCIL IN 2001 OR 2002 SO
14 IT WOULD HAVE BEEN THAT NEXT YEAR.

15 Q. WELL THIS WAS FILED IN 2002?

16 A. UH-HUH.

17 Q. SO DO YOU THINK IT WAS AFTER IT WAS INITIATED?

18 A. OH YES, UH-HUH.

19 Q. EXAM WAS IT BEFORE 2006?

20 A. YES.

21 Q. DO YOU REMEMBER WHO WAS IN THE MEDIATION?

22 A. THE COUNCIL MEMBERS, THE MORALES GROUP, THE PERSON
23 REPRESENTING THEM AND JONATHAN STEIN AND RAE LAMOTHE WAS
24 PRESENT.

25 Q. OH SHE WAS PRESENT?

26 A. UH-HUH.

27 Q. OKAY. AND DO YOU KNOW WHO DID MOST OF THE
28 NEGOTIATION ON YOUR BEHALF? WAS THERE NEGOTIATIONS?

1 A. NO, IT DIDN'T REALLY GET OFF INTO A NEGOTIATION. AS
2 IT STARTED OFF IT WAS A VERY SHORT MEETING ACTUALLY, ACTUALLY
3 WHEN IT STARTED OFF THE DIFFERENT PEOPLE WERE -- THERE WAS A
4 MEDIATOR THERE WHO KIND OF LAID THE GROUND RULES DOWN AND
5 WITHIN JUST A SHORT WHILE MR. STEIN BECAME VERY AGGRESSIVE
6 AND -- I JUST REMEMBER IT WAS OVER REALLY FAST, HE WAS
7 THREATENING BASICALLY -- THREATENING TO TAKE MORALES' HOUSE
8 AND EVERYTHING THAT HE OWNED AND THE MEDIATOR JUST KIND OF
9 SAW THINGS AND THAT WAS ENDED.

10 Q. SO THAT DIDN'T LEAD TO SETTLEMENT?

11 A. NO.

12 Q. DO YOU RECALL IF MS. LAMOTH HAD ANY ROLE IN THAT
13 MEDIATION, YOU SAID SHE WAS THERE?

14 A. SHE DID COME IN, YES SHE CAME IN INITIALLY BUT IT
15 WAS -- YOU KNOW JUST WITHIN A FEW MINUTES MR. STEIN TOOK OVER
16 BASICALLY.

17 Q. SO DID YOU SEE HIM AS REPRESENTING YOUR INTERESTS IN
18 THAT MEDIATION?

19 A. YES.

20 Q. WERE YOU SATISFIED WITH HOW HE REPRESENTED YOUR
21 INTERESTS?

22 A. NO I FELT LIKE THE MEDIATION DIDN'T GO WELL, IT JUST
23 BASICALLY ENDED.

24 Q. WHAT EVENTUALLY HAPPENED WITH THE MORALES
25 LITIGATION?

26 A. WHEN I WENT TO COURT, -- WHAT I REMEMBER IS THAT
27 THE JUDGMENT WAS THAT IN THEIR -- THEY HAVE FAILED BUT THE
28 JUDGE DID NOT STATE THAT SHE DID NOT HAVE JURISDICTION FOR

1 ANY -- FOR A TRIBE.

2 Q. OH REALLY?

3 A. FOR A CASE INVOLVING A TRIBE. AND SO WE WERE VERY
4 SATISFIED THAT SHE CALLED US A TRIBE AND WE LEFT IT AT
5 THAT.

6 Q. DID YOU PREVAIL?

7 A. NO.

8 Q. DID YOU LOSE?

9 A. YES.

10 Q. DID YOU END UP OWING MONEY TO MORALES?

11 A. YES.

12 Q. DO YOU RECALL HOW MUCH?

13 A. I THINK THE JUDGE ORDERED THE TRIBE TO PAY SOMEWHERE
14 AROUND \$57,000 OR \$52,000, SOMETHING LIKE THAT.

15 Q. DID YOU END UP PAYING THAT?

16 A. AN AMOUNT WAS PAID, I DON'T RECALL THE EXACT AMOUNT
17 BUT I KNOW IT WAS PAID, CLOSE TO THAT AMOUNT.

18 Q. DO YOU KNOW WHO PAID THAT AMOUNT?

19 A. THE TRIBE PAID IT.

20 Q. SO THE TRIBE ASSUMED THE DEBT FOR THE INDIVIDUAL
21 TRIBAL COUNCIL PEOPLE?

22 A. YES UH-HUH.

23 Q. AND WHERE DID THAT MONEY COME FROM?

24 A. IT CAME FROM THE LIBRA FUNDS.

25 Q. SO DO YOU KNOW IF MR. STEIN NEGOTIATED WITH LIBRA
26 ABOUT GETTING THEM TO PAY THAT?

27 A. I DON'T THINK SO.

28 Q. WHY DON'T YOU THINK SO?

1 A. I DON'T REMEMBER IT BEING PART OF THE -- PART OF THE
2 BUDGET, THE PROPOSED BUDGET ATTACHED TO THE LIBRA FUNDING
3 AGREEMENT.

4 Q. SO DID THE PAYMENT NOT COME FROM THE LIBRA FUNDS?

5 A. NO THE PAYMENT DID COME FROM THE LIBRA FUNDS.

6 Q. SO THE LIBRA INVESTORS APPROVE IT OR NOT APPROVED?

7 A. NO THERE WERE SOME AREAS THAT WERE A LITTLE BIT
8 BROADER SO IT MIGHT HAVE COME FROM -- IT WAS IN THE BUDGET
9 BUT IT WAS SOMETHING THAT WAS A LITTLE BIT BROADER BECAUSE
10 ONE OF THE STIPULATIONS FOR THE LIBRA FUNDING IS THAT THEY
11 WERE NOT GOING TO PAY ANYTHING IN ARREARS, ANY DEBT THAT THE
12 TRIBE ALREADY OWED.

13 Q. OH I SEE.

14 A. SO -- BUT THAT AMOUNT IS IN THE BUDGET SOME PLACE
15 BUT NOT AS A PAYMENT FOR THE MORALES JUDGMENT.

16 Q. DID THE LIBRA FUNDERS KNOW THAT YOU USED THEIR
17 **[TPRUPBDZ]** TO PAY THAT JUDGMENT.

18 MR. STEIN: OBJECTION CALLS FOR HEARSAY.

19 THE COURT: OVERRULED.

20 MR. FORDYCE: AND SPECULATION.

21 THE COURT: SPECULATION SUSTAINED.

22 Q. BY MS. IBARRA: DID YOU EVER TELL THE LIBRA
23 INVESTORS THAT YOU USED THEIR INVESTMENT FUNDS TO PAY FOR THE
24 MORALES JUDGMENT?

25 A. THE TRIBE MADE REPORTS AS TO WHAT WAS -- WHAT WAS
26 BEING PAID OFF FOR THOSE FUNDS AND I THINK AT THE END OF THE
27 YEAR, SO I DIDN'T HAVE ANY DIRECT MYSELF REPORTING TO THEM.

28 Q. SO YOU WERE THE TRIBAL CHAIRWOMAN?

1 A. YES.

2 Q. AND YOU WEREN'T RESPONSIBLE FOR MAKING THE REPORTS?

3 A. WELL WE DID MAKE A REPORT, I SAID I DIDN'T
4 PERSONALLY CALL UP AND SAY HEY WE SPENT THIS MONEY, IT WAS IN
5 A REPORT THAT WAS TRANSMITTED TO THEM. WELL IT WAS IN THE
6 BEST OF MY KNOWLEDGE SO WE WERE SUPPOSED TO GO BY THE BUDGET.

7 Q. I'M CONFUSED. WAS IT IN THE LIBRA BUDGET OR NOT?

8 A. IT WAS NOT.

9 Q. SO THEN -- BUT YOU JUST SAID THAT IT WAS IN THE
10 BUDGET SO I'M CONFUSED?

11 A. I'M SAYING FOR INSTANCE LET'S SAY THERE WAS A LINE
12 ITEM FOR 200,000 WHICH WAS SOME -- YOU KNOW FOR SOME --
13 SOMETHING AND PART OF THAT IN THERE COULD HAVE BEEN FOR THE
14 MORALES JUDGMENT EVEN THOUGH IT WASN'T STATED FOR THE MORALES
15 JUDGMENT.

16 Q. SO ARE YOU SAYING THAT MAYBE THERE WAS A BROADER
17 CATEGORY AND YOU INTERPRETED IT AS BEING YOU COULD INCLUDE
18 THE MORALES JUDGMENT IN THAT?

19 A. YES.

20 MR. STEIN: OBJECTION LEADING.

21 MR. FORDYCE: JOIN.

22 THE COURT: SUSTAINED. ANSWERS STRICKEN.

23 MS. IBARRA: OKAY.

24 Q. SO WHEN DID THE MORALES JUDGMENT GET PAID OFF?

25 A. THE LIBRA FUNDING CAME IN IN MAY AND I BELIEVE THE
26 MORALES JUDGMENT WAS PAID SOMETIME IN JULY.

27 Q. WAS THERE ANY NEGOTIATION TO BRING DOWN THE AMOUNT
28 OF MONEY THAT WAS OWED ON THE MORALES JUDGMENT?

1 A. YES.

2 Q. WHO DID THAT NEGOTIATION?

3 A. JONATHAN STEIN.

4 Q. DID HE ACTUALLY BRING THAT MONEY DOWN THAT WAS
5 SUPPOSED TO BE OWED?

6 A. I THINK SO. I THINK IT MIGHT HAVE BEEN SOMEWHERE --
7 MAYBE IT WENT FROM 57 TO 52, I'M NOT REAL CLEAR RIGHT NOW ON
8 THOSE EXACT AMOUNTS OR MAYBE IT WENT TO 50,000 BUT YEAH IT
9 CAME DOWN SOMEWHAT.

10 Q. OKAY. I'M GOING TO SHOW YOU A DIFFERENT DOCUMENT.

11 MR. STEIN: WHICH DOCUMENT PLEASE.

12 MS. IBARRA: EXHIBIT 32, IT WAS PREVIOUSLY MARKED.

13 Q. ARE YOU FAMILIAR WITH THIS DOCUMENT?

14 A. YES.

15 Q. WHAT IS IT?

16 A. WELL THIS WAS IN PREPARATION FOR A MEETING THAT WE
17 WERE FORMALIZING WITH ATTORNEY GENERAL BILL LOCKLEAR FOR
18 APRIL 6, 2004.

19 Q. WAS THIS -- BECAUSE IT'S NOT ADDRESSED TO ANYBODY,
20 WHO WAS IT FOR? DO YOU RECALL WHO WAS THE MAIN TARGET
21 AUDIENCE FOR THIS DOCUMENT?

22 A. IT WOULD HAVE BEEN THE TRIBAL COUNCIL.

23 Q. AND WHO DRAFTED IT?

24 A. I THINK JONATHAN STEIN DRAFTED THIS. WELL THE LAST
25 PAGE HAS HIS I GUESS SHORT BIO.

26 Q. WHAT WAS OF THE GIST OF THE ADVICE PROVIDED IN THIS
27 DOCUMENT?

28 A. I'M SORRY COULD YOU SAY THAT AGAIN.

1 Q. SO WHAT WAS THE GIST, WHAT WAS THE MAIN JUDGED IN
2 THIS DOCUMENT, CONTAINED IN THIS DOCUMENT?

3 A. WELL I THINK THE MAIN IDEA WAS THAT WE WERE GOING TO
4 GO -- WE WOULD HAVE A MEETING AND USE THIS INFORMATION HERE
5 TO I GUESS PERSUADE CALIFORNIA GOVERNMENT THAT WE WOULD BE
6 ABLE TO GAIN NEW GAMING IN THE LOS ANGELES AREA.

7 Q. AND [TKPAOUP] THIS WAS ALSO DISTRIBUTED TO --
8 BECAUSE YOU SAID YOU WERE GOING TO USE THIS TO PERSUADE
9 PEOPLE SO WAS IT DISTRIBUTED TO PEOPLE OUTSIDE OF THE TRIBE?

10 A. I THINK IT MAY HAVE BEEN DISTRIBUTED POSSIBLY IN THE
11 MEETING THAT WE DID ATTEND IN SACRAMENTO.

12 Q. SO -- AND WHO WAS AT THAT MEETING?

13 A. OH I DON'T KNOW, I DON'T REMEMBER. I KNOW THERE
14 WERE SOME REPRESENTATIVES, STATE REPRESENTATIVES IN THE
15 MEETING. THERE WAS PROBABLY ABOUT 20 PEOPLE THERE, I DON'T
16 KNOW IF THEY WOULD BE SENATORS OR REPRESENTATIVES.

17 Q. PEOPLE FROM THE ATTORNEY GENERALS OFFICE?

18 A. UH-HUH DEFINITELY.

19 Q. WAS THE ATTORNEY GENERAL HIMSELF THERE?

20 A. YES. I HAVE THINK HE HAD ASSISTANTS THERE.

21 Q. WAS HE PERSONALLY THERE?

22 A. I THINK SO, YES.

23 Q. OH HE WAS?

24 A. AS I RECALL, YES.

25 Q. SO MR. BILL LOCKLEAR WAS THERE?

26 A. YES.

27 Q. DID MR. STEIN REPRESENT HIMSELF AS THE TRIBE'S
28 ATTORNEY AT THAT POINT?

1 A. I WOULD SAY YES.

2 Q. DO YOU RECALL SPECIFIC WORDS HE USED?

3 A. YOU KNOW IT'S BEEN A LONG TIME, I REMEMBER THAT
4 MYSELF AND SOME OF THE COUNCIL MEMBERS WERE THERE AND HE
5 WAS -- HE DID TAKE US THERE TO DISCUSS LEGAL ISSUES WITH
6 STATE GOVERNMENT OFFICIALS AND AND HE WAS OUR LAWYER THERE.

7 Q. SO MY QUESTION WAS IF YOU RECALL ANY SPECIFIC WORDS
8 THAT HE USED REPRESENTING HIMSELF AS THE TRIBE'S LAWYER?

9 A. YEAH I REMEMBER HIM INTRODUCING HIMSELF AS A LAWYER
10 AND FOR THE TRIBE.

11 Q. DO YOU RECALL THAT THE DOCUMENTS THAT HE CIRCULATED
12 THERE, DID THEY INCLUDE HIS LEGAL BIO THAT'S AT THE END HERE?

13 A. YES.

14 Q. SO IT LEFT THE IMPRESSION THAT HE WAS THAT HE WAS A
15 LAWYER?

16 A. YES.

17 MR. STEIN: OBJECTION LEADING.

18 THE COURT: SUSTAINED.

19 MR. FORDYCE: AND CALLS FOR SPECULATION.

20 THE COURT: SUSTAINED.

21 Q. BY MS. IBARRA: DO YOU RECALL ANYTHING ELSE ABOUT
22 THAT MEETING?

23 A. NO.

24 Q. BESIDES MR. STEIN AND THE TRIBAL COUNCIL WAS THERE
25 ANYBODY ELSE AFFILIATED WITH THE TRIBE WHO WAS PRESENT AT
26 THAT MEETING?

27 A. NO NOT THAT I RECALL.

28 Q. SO IT WAS MR. STEIN, TRIBAL COUNCIL MEMBERS, IT WAS

1 ALL OF THE TRIBAL COUNCIL MEMBERS THAT WERE THERE?

2 A. I HAVE THINK THERE MAY HAVE BEEN FOUR OF US. I
3 DON'T THINK ALL OF US WERE PRESENT.

4 Q. WAS MR. POLANCO THERE?

5 A. NO.

6 Q. MR. POLANCO WAS YOUR LIKE -- WAS HE YOUR LOBBYIST AT
7 THIS POINT?

8 A. I DON'T RECALL IF HE WAS AT THIS POINT BUT NO, HE
9 WASN'T THERE.

10 Q. WERE ANY OF YOUR OTHER LIKE POLITICAL CONSULTANTS
11 THERE?

12 A. NO. NO.

13 Q. EXAM WHO WAS THERE ON THE OTHER SIDE BESIDES MR.
14 LOCK?

15 A. THERE WERE JUST SOME OTHER STATE OFFICIAL LIKE I
16 SAID I DON'T RECALL IF THEY WERE SENATORS OR REPRESENTATIVES
17 BUT I DO RECALL THAT THERE WERE SEVERAL ASSISTANTS SO I GUESS
18 THEY CALL THEM DEPUTY DIRECTORS OR SOMETHING LIKE THAT, I
19 THEY HAVE TITLES BUT THEY WERE ASSISTANTS TOO WHOEVER THAT
20 SENATOR OR REPRESENTATIVE WAS.

21 Q. LET'S LOOK AT EXHIBIT 569 WHICH IS IN FRONT OF YOU.

22 Q. DO YOU RECOGNIZE THIS DOCUMENT?

23 A. YES.

24 Q. DO YOU RECOGNIZE -- DO YOU REMEMBER SIGNING IT OR
25 SIGNING A RESOLUTION ADOPTING IT?

26 A. NO, I DIDN'T -- I WASN'T THERE WHEN THEY INITIALLY
27 ADOPTED IT.

28 Q. DO YOU RECALL SIGNING ANY RESOLUTIONS AFTERWARD THAT

1 PERTAINED TO THAT DOCUMENT?

2 A. YES, I DID. BASICALLY IT WAS I HAVE GUESS MAYBE
3 REAFFIRMING IT WOULD BE THE WORD BUT --.

4 Q. DO YOU RECALL ANY DOCUMENTS THAT AMENDED IT?

5 A. OH THAT'S WHAT IT WOULD BE. YEAH I DO RECALL
6 AMENDING IT, YEAH A COUPLE OF TIMES I THINK.

7 Q. DO YOU RECALL -- DID YOU UNDERSTAND WHAT THE
8 AMENDMENTS WERE?

9 A. NO BECAUSE I DON'T THINK IDENTIFY EVER -- I HAD A
10 FULL COPY OF THE ENTIRE DOCUMENT UNTIL MUCH LATER.

11 Q. SO WHEN ARE YOU REFERRING TO NOT HAVING AN ENTIRE
12 COPY?

13 A. YOU KNOW I DON'T REMEMBER REALLY SEEING A FULL COPY
14 UNTIL 2006 SO --.

15 Q. WHEN IN 2006?

16 A. WHEN THE LEGAL CASE STARTED IN NOVEMBER, AFTER
17 NOVEMBER.

18 Q. SO BEFORE THEN -- BUT YOU WERE TRIBAL CHAIRWOMAN?

19 A. YES.

20 Q. SO BEFORE THEN HAD YOU DIDN'T HAVE A COPY OF THE
21 ENTIRE DOCUMENT?

22 A. NO.

23 Q. WHO HAD IT?

24 A. I DON'T KNOW, I WOULD IMAGINE MR. STEIN, I DON'T
25 KNOW. I KNEW THAT IT WAS REFERRED TO HOW MANY TIMES BUT I
26 JUST NEVER SAW THE ACTUAL DOCUMENT.

27 Q. SO DID YOU EVER SIT DOWN AND READ IT, EVEN IF YOU --
28 WELL YOU ACTUALLY NEVER, ARE YOU SAYING HAD YOU NEVER

1 ACTUALLY HAD POSSESSION OF THE ENTIRE DOCUMENT?

2 A. THAT'S WHAT I'M SAYING, UNTIL 2006.

3 Q. NOT ONCE JUST IN A MEETING WHERE THE DOCUMENT WAS
4 PRESENT?

5 A. I DON'T REMEMBER EVER HAVING THE ENTIRE DOCUMENT. I
6 REMEMBER PORTIONS BEING REFERRED TO, THIS IS FROM THE
7 DOCUMENT AND THIS IS WHAT WE'RE GOING TO AMEND BUT I DON'T --
8 I REMEMBER THAT IN 2006 THAT'S WHAT I REALIZED OH THIS IS THE
9 ENTIRE DOCUMENT.

10 Q. SO WHEN YOU WERE PRESENTED WITH RESOLUTIONS AMENDING
11 IT, YOU WERE JUST PRESENTED WITH THE RESOLUTION AND THE
12 AMENDING LANGUAGE?

13 A. YES.

14 Q. BUT YOU COULDN'T COMPARE IT TO WHAT WAS THE ORIGINAL
15 LANGUAGE THAT WAS BEING AMENDED?

16 A. USUALLY WHAT WOULD HAPPEN IS JONATHAN WOULD EXPLAIN
17 TO US, OKAY THIS IS WHAT IT SAYS AND THAT IS WHAT IT'S GOING
18 TO SAY AND THIS IS WHY AND YOU KNOW WE WOULD HAVE IT -- IT
19 WOULD BE WRITTEN DOWN IN THE RESOLUTION AND THEN WE WOULD
20 APPROVE IT.

21 Q. BUT YOU DIDN'T ACTUALLY HAVE THE ORIGINAL CONTRACT
22 TO COMPARE IT TO?

23 A. I DON'T RECALL EVER HAVING THE ORIGINAL CONTRACT
24 UNTIL 2006.

25 Q. SO YOU JUST WENT ON MR. STEIN'S WORD THAT THAT'S
26 WHAT THE CONTRACT SAID?

27 A. YES.

28 Q. DID HE DRAFT ALL THE RESOLUTIONS AMENDING IT.

1 MR. FORDYCE: CALLS FOR SPECULATION.

2 THE COURT: OVERRULED. YOU MAY ANSWER?

3 A. OH OKAY. I THINK HE DRAFTED THE MAJORITY OF THEM.

4 Q. BY MS. IBARRA: WHO ELSE MIGHT HAVE DRAFTED THEM?

5 A. ARE YOU TALKING ABOUT JUST THE ONES THAT FAR AMENDED
6 THIS BECAUSE THERE WERE OTHER RESOLUTIONS THAT WERE AN
7 AMENDMENT TO THE CONTRACT.

8 Q. YEAH [TAOUFL] [HAOE] I'M JUST TALKING ABOUT THIS,
9 I'LL SCUFF ABOUT THE OTHER RESOLUTIONS IN A BIT BUT FOR NOW
10 LET'S JUST TALK ABOUT THE AMENDMENTS TO THIS AGREEMENT?

11 A. WELL WE WERE NEVER SPECIFICALLY TOLD, I DRAFT [TH-D]
12 OR SO AND SO DRAFTED THIS RESOLUTION, WE WERE JUST PRESENTED
13 WITH IT, IT WAS PREPARED. SINCE MR. STEIN WAS GIVING THE
14 EXPLANATIONS OF WHAT WAS IN THE RESOLUTION THEN I ASSUME HE
15 WAS 19 THAT HAD PREPARED IT BECAUSE HE WAS THE ONE GIVING
16 EXPLANATION.

17 Q. AND MS. LAMOTH WAS ALSO ENGAGED AT YOUR ASSISTANT
18 COUNSEL OR GENERAL COUNSEL AT DIFFERENT POINTS?

19 A. YES.

20 Q. DID SHE EVER GIVE YOU AN EXPLANATION?

21 A. ON CERTAIN THINGS YES, SHE DID BUT I DON'T THINK
22 THEY WERE EVERY SPECIFICALLY TO THE SMDC, THEY WERE TO OTHER
23 RESOLUTIONS.

24 Q. SO FOR THE SMDC AGREEMENT WHEN YOU CONSIDERED
25 AMENDMENTS AND MODIFICATIONS, IT WAS ALWAYS BY MR. STEIN?

26 A. THAT I RECALL, YES.

27 Q. SO NOW LET'S TALK ABOUT OTHER RESOLUTIONS, WHO
28 DRAFTED -- WHAT WAS YOUR IMPRESSION ABOUT WHO DRAFTED THE

1 RESOLUTIONS, ALL OF THEM, THE MAJORITY OF THEM?

2 A. WELL THERE WERE MANY OF THEM THAT WERE IN PLACE.

3 MR. STEIN: OBJECTION CALLS FOR SPECULATION SHE'S
4 ALREADY TESTIFIED THAT SHE NEVER SAW THEM DRAFT IT, THAT IT
5 WAS HER ASSUMPTION.

6 THE COURT: YES OKAY SUSTAINED.

7 Q. BY MS. IBARRA: DID MS. RAE LAMOTHE EVER TELL THAT
8 YOU SHE DRAFTED RESOLUTIONS?

9 A. NO.

10 Q. DID YOU EVER THINK THAT SHE DRAFTED THE
11 RESOLUTIONS?

12 A. I REMEMBER THINK THAT YES SHE MAY HAVE BECAUSE
13 SOMETIMES THE RESOLUTIONS WERE SENT OUT AHEAD OF TIME BEFORE
14 THE COUNCIL MEETINGS AND THEY WOULD BE CENTS BY HER SO I
15 THINK FOR SOMETIME YOU KNOW I DID THINK THAT THEY WERE
16 PREPARED BY HER.

17 Q. BUT YOU THOUGHT THAT SOME OF THEM WERE DRAFTED BY
18 MR. STEIN?

19 A. YES BECAUSE MOST OF THE TIMES HE GAVE THE
20 EXPLANATION OF WHAT WAS THERE AND WHY. SO I THOUGHT THAT
21 [SEFS] EXPLAINING WHAT HE HAD PREPARED.

22 Q. SO SIMILARLY TO MS. RAE LAMOTHE SENDING OUT
23 RESOLUTIONS AHEAD OF TIME, DID MR. STEIN EVER DO THAT?

24 A. I THINK ASSOCIATION YES. INITIALLY WHEN I FIRST
25 START TODAY PARTICIPATE, RAE LAMOTHE WAS NOT INVOLVED. SO
26 WHAT CAME FROM THE SAME KIND OF LETTERHEAD WAS FROM JONATHAN
27 STEIN.

28 Q. SO IT WAS HIS ALREADY HEAD?

1 A. YES AND WHENEVER THE MEETING WAS GOING TO ATTEND.

2 Q. WAS THERE A DIFFERENCE BY THE ONES YOU THOUGHT WERE
3 DRAFTED BY MR. STEIN AND DRAFTED BY MS. LAMOTH IN TERMS OF
4 LETTERHEAD?

5 A. NO. NO. THEY WERE ALL THE SAME.

6 Q. DO YOU RECALL WHEN MS. LIZ ARONSON CAME ON BOARD?

7 A. YES.

8 Q. DO YOU RECALL THAT MR. STEIN ATTEMPTED TO FIRE
9 MS. LIZ ARONSON?

10 A. YES.

11 Q. DID HE DRAFT RESOLUTIONS ATTEMPT TO GO FIRE HER?

12 A. YES.

13 Q. DID YOU SIGN THOSE?

14 A. NO WE REFUSED TO SIGN. WE HAD [TKHAERPLD] WE WANTED
15 HER TO MAINTAIN THE POSITION.

16 Q. BEFORE THAT, HAD YOU EVER REFUSED TO SIGN ANYTHING
17 THAT MR. STEIN HAD PRESENTED TO YOU?

18 A. NO. I THINK SOME OF -- SOME OF THE -- I REMEMBER
19 ONCE OR TWICE DELAYING BEFORE SIGNING, MAYBE NOT SIGNING THAT
20 PARTICULAR DAY IT WAS PRESENTED AND JUST GIVING SOMETIME.

21 Q. DO YOU RECALL WHAT PARTICULAR MATTERS THOSE WERE
22 THAT YOU DELAYED SIGNING?

23 A. I DON'T RECALL RIGHT NOW.

24 Q. DID YOU THINK THAT MR. STEIN WAS GIVING YOU LEGAL
25 ADVICE WHEN HE WAS PROFESSIONAL LEE ASSOCIATED WITH YOU.

26 MR. FORDYCE: OBJECTION LEGAL FOR LEGAL OPINION.

27 THE COURT: OVERRULED.

28 A. ANSWER.

1 THE COURT: YOU HAVE MAY ANSWER?

2 A. OKAY. YES I DID THINK HE WAS GIVING HUSBAND LEGAL
3 ADVICE.

4 Q. BY MS. IBARRA: CAN YOU GIVE ME SPECIFIC EXAMPLES?

5 A. WELL FOR INSTANCE WHEN WE FIRST -- WHEN I FIRST
6 STARTED WORKING WITH THE COUNCIL AND YOU KNOW HE TALKED ABOUT
7 THE MORALES GROUP AND YOU KNOW EVENTUALLY IT CAME ABOUT THAT
8 WE WOULD INITIATE A SUIT WITH THEM AND HE GAVE THE LEGAL
9 ADVICE ABOUT HOW THAT WOULD WORK AND HOW WE WOULD BE
10 INVOLVED.

11 Q. ANYTHING OTHER THAN MORALES LITIGATION?

12 A. WELL HE ALWAYS REFERRED TO THE LAW AND HOW THE
13 TRIBE, HOW OUR INTENT TO WORK WITH THOSE LAWS AND FEDERAL
14 LAWS AND STATE LAWS AND CONCERNING THE PROPOSAL TO GAME.

15 Q. DID HE GIVE YOU HAVE ADVICE ABOUT FEDERAL
16 RECOGNITION?

17 A. HE DID. HE DID TELL US THAT YOU KNOW WE WOULD BE
18 ABLE TO GO THROUGH [HA] PROCESS OF FEDERAL RECOGNITION BUT
19 THAT THERE WERE OTHER WAYS TO GO THROUGH THAT THAT WERE NOT
20 THE FEDERAL -- THE BAR PROCESS, THE BUREAU OF ACKNOWLEDGMENT.

21 Q. AND DID HE GIVE YOU ADVICE ABOUT ENGAGING IN GAMING
22 WITHOUT FEDERAL RECOGNITION?

23 A. YES DID HE. MANY TIMES WE HAD THAT DISCUSSION ABOUT
24 HOW THE TRIBE COULD POTENTIALLY GAIN IN CALIFORNIA AS A STATE
25 RECOGNIZED TRIBE.

26 Q. MANY TIMES BEGINNING WHEN?

27 A. WELL INITIALLY WHEN I CAME ON, AS SOON AS I CAME ON
28 TO THE COUNCIL.

1 Q. I'M GOING TO SHOW YOU A DIFFERENT DOCUMENT NOW, THIS
2 HASN'T BEEN MARKED BEFORE.

3 THE COURT: WE'RE ONLY GOING TO GO TO FOUR 15 TODAY
4 SO THAT'S FIVE MINUTES I BELIEVE.

5 MS. IBARRA: OKAY.

6 THE COURT: AND NELLI WILL KEEP US ON TRACK.

7 THE CLERK: YES.

8 THE COURT: AND WE'LL HAVE TO BRING YOU BACK
9 TOMORROW.

10 MR. STEIN: YOU WERE WHICH DOCUMENT IS THIS.

11 THE COURT: WHAT DOCUMENT ARE YOU SHOWING, WHICH
12 EXHIBIT.

13 MS. IBARRA: DOCUMENT '67, PLAINTIFFS '67.

14 THE COURT: PLAINTIFFS '67.

15 MS. IBARRA: PLAINTIFFS '67.

16 MR. FORDYCE: COUNSEL WE HAVE A BLANK PAYMENT FOR
17 '67.

18 MS. IBARRA: OH THAT WAS 169 DISCREPANCIES.

19 MR. STEIN: YOUR HONOR WE HAVE NEVER SEEN THIS BUT
20 WE'LL BE HAPPY TO SEE IT, WE'D JUST LIKE TO GET A COPY OF IT
21 IF WE COULD.

22 MS. IBARRA: YES IT'S RIGHT THERE.

23 MS. GOAD: (INDICATING.).

24 MR. STEIN: VERY GOOD THANK YOU.

25 MS. IBARRA: DOES THE COURT HAVE ONE.

26 THE COURT: I DON'T KNOW, LET'S JUST KEEP GOING, WE
27 ONLY HAVE FIVE MORE MINUTES.

28 Q. BY MS. IBARRA: MS. CARMELO DO YOU RECOGNIZE THIS

1 DOCUMENT?

2 A. YES.

3 Q. WHAT IS IT?

4 A. IT'S A I GUESS A REPORT OF WHAT FIDUCIARY DUTIES
5 ARE, YEAH.

6 Q. DO YOU RECOGNIZE SEEING IT CLOSE TOTE TIME IT WAS
7 PREPARED?

8 A. I REMEMBER SEEING THIS, YES.

9 Q. WHO PREPARED IT?

10 A. JONATHAN STEIN GAVE IT TO US AND HE, YEAH, ASKED US
11 TO REMEMBER THAT WE AS COUNCIL MEMBERS HAD THESE DUTIES.

12 Q. DO YOU RECALL THE CONTEXT IN WHICH THIS DISCUSSION
13 AROSE? IT MIGHT HELP TO LOOK AT THE DATE?

14 A. YEAH. I THINK THIS IS WHEN HE BROUGHT IN JIM
15 MCSHANE IF I RECALL. BASICALLY HE WAS BRINGING IN ANOTHER
16 LAWYER WHO WAS GOING TO REMIND US THAT WE -- MAYBE THAT WE
17 WERE NOT ABIDING BY THESE FIDUCIARY DUTIES, I THINK THAT'S
18 THE WAY HE PRESENTED IT.

19 Q. SO THIS WAS DURING THE TIME THAT YOU AND THE TRIBAL
20 COUNCIL HAD AN ACTIVE DISPUTE WITH MR. STEIN?

21 A. I'M SORRY SAY THAT AGAIN.

22 Q. THIS WAS DURING THE TIME DURING WHICH YOU THE TRIBAL
23 COUNCIL HAD AN ACTIVE DISPUTE WITH MR. STEIN?

24 A. YES RIGHT AFTER, RIGHT.

25 Q. RIGHT AND YOU'VE TESTIFIED ABOUT THAT BEFORE?

26 A. YES.

27 Q. AND YOUR MAIN -- WHAT WAS -- WHAT DID YOU THINK THE
28 MAIN DISPUTE WAS ABOUT?

1 A. WELL THERE WERE SEVERAL THINGS BUT IT BEGAN -- WELL
2 THERE WERE UNDERLYING THINGS TOO BUT BASICALLY IT WAS ABOUT
3 FIRING LIZ ARONSON OUR GENERAL COUNSEL, I MEAN -- YEAH LIZ
4 ARONSON, RIGHT. LIZ ARONSON.

5 Q. SO HOW DID THIS DOCUMENT RELATE TO THAT?

6 A. WELL I THINK BY THIS TIME WE HAD ALSO HAD ONE OR TWO
7 OTHER COUNCIL MEETINGS, NOT IN MR. STEIN'S OFFICE AND --.

8 Q. IS THIS AFTER THE TIME WHEN HE THREW YOU OUT OF HIS
9 OFFICE?

10 A. YES, IT WAS AFTER. SO I PERSONALLY REALIZED IT AS A
11 THREAT, BASICALLY HE WAS SAYING YOU'RE NOT DOING THIS AND
12 YOU'RE OUT OF BOUNDS AND YOU CAN'T BE HAVING MEETINGS
13 ANYWHERE AND WE WERE AND WE WERE GOING TO CONTINUE --
14 CONTINUE WITH OUR DUTIES AND BASICALLY HE WAS -- IT SEEMS
15 LIKE A THREAT THAT HE WAS SAYING IF YOU DON'T DO THIS, YOU
16 KNOW YOU'RE LOOKING AT TROUBLE.

17 Q. IS THIS SOMETHING THAT YOU WOULD HAVE UNDERSTOOD
18 WITHOUT A LAWYER?

19 A. EVENTUALLY BUT YES IT'S MUCH SIMPLER WITH A
20 LAWYER.

21 Q. AND IS THIS THE KIND OF THING AT THAT MR. STEIN
22 WOULD HAVE EXPLAINED TO YOU?

23 A. YES, YEAH, UH-HUH.

24 Q. SO THIS IS THE KIND OF REPORTS THAT HE USED TO DO
25 FOR YOU, IS THIS A GOOD EXAMPLE?

26 A. THIS IS A GOOD EXAMPLE, YES.

27 Q. OKAY I THINK WE CAN STOP THERE YOUR HONOR.

28 THE COURT: OKAY THANK YOU. 10:00 O'CLOCK RIGHT.

1 THE CLERK: YES.

2 THE COURT: ALL RIGHT 10:00 O'CLOCK TOMORROW.

3 (WHEREUPON THE JURY EXITS THE COURTROOM.).

4 THE COURT: SO MS. CARMELO YOU'RE ORDERED TO RETURN
5 TOMORROW AT 10:00 O'CLOCK?

6 A. OKAY THANK YOU.

7 THE COURT: THANK YOU. SO WHO DO WE HAVE AFTER
8 CARMELO.

9 MS. IBARRA: SO AFTER CARMELO WE HAVE MARILYN
10 BARRETT, SHE'LL BE HERE TOMORROW, STILL TRYING TO GET A HOLD
11 OF LIZ ARONSON, I DON'T THINK THAT'S GOING TO HAPPEN, SO I
12 THINK IT'S GOING TO BE POLANCO AND MR. STEIN.

13 THE COURT: IS THAT THE END OF YOUR.

14 MS. IBARRA: I THINK THAT'S GOING TO BE.

15 THE COURT: OAF THE END OF THE DAY OR.

16 MS. IBARRA: ON MONDAY I MIGHT HAVE JAMES
17 WESTERBROOKS AND THAT WILL BE THE LAST ONE.

18 THE COURT: IS THAT THE EXPERT.

19 MS. IBARRA: JAMES WEST IS NOT, HE'S ON MY WITNESS
20 LIST, HE WILL TESTIFY ABOUT -- HE'S A SHORT WITNESS ABOUT THE
21 LEGISLATIVE COUNSEL OPINION THAT WAS ISSUES AND THEN AFTER
22 THAT I'LL HAVE MY EXPERT ON MONDAY, WE'LL HAVE ONE EXPERT ON
23 MONDAY.

24 MR. STEIN: YOUR HONOR I THOUGHT WE HAD AGREED THAT
25 DAN CRANE WHO'S ALREADY MADE HIS FLIGHT RESERVATIONS AND
26 HOTEL RESERVATIONS ON MONDAY.

27 THE COURT: YEAH WE HAVE SAID WE WOULD.

28 MS. IBARRA: HE WOULD TAKE PRECEDENCE.

1 MR. STEIN: AND YOUR HONOR WE'RE TRYING TO DECIDE
2 WHAT IS THE RELEVANCE OF MR. POLANCO HE TOOK OVER AFTER MR.
3 STEIN WAS TERMINATED SO IN THE LIABILITY PORTION OF THE PHASE
4 I'M TRYING TO --.

5 THE COURT: WHAT'S THE PROFFER FOR MR. POLANCO.

6 MS. IBARRA: SO MR. POLANCO IS GOING TO TESTIFY THAT
7 MR. STEIN DRAFTED HIS -- THE CONTRACT BETWEEN THE TRIBE AND
8 MR. POLANCO AND HE'S ALSO GOING TO TESTIFY --.

9 THE COURT: BETWEEN THE TRIBE AND MR. POLANCO.

10 MS. IBARRA: BETWEEN THE TRIBE AND MR. POLANCO AND
11 IT'S GOING TO BE RELATED TO LEGAL WORK THAT HE DID INCLUDING
12 SOME LEGAL WORK IN SACRAMENTO.

13 THE COURT: OKAY.

14 MR. FORDYCE: ACTUALLY I'D JUST ALSO ASK MR. MR.
15 WEST?

16 A. IS MR. WEST GOING TO BE TESTIFYING AS TO THE CONTENT
17 OR THE SUBSTANCE OF A LEGISLATIVE OPINION HOW IS THAT NOT AN
18 EXPERT AND THAT'S NOT AN EXPERT THAT WAS DID HE SAY
19 [KHRAEUT]-D BY PLAINTIFF AT ANY TIME.

20 THE COURT: WELL I'M NOT SURE IS HE AN EXPERT OR
21 PERCIPIENT.

22 MS. IBARRA: HE'S A PERCIPIENT WITNESS, HE'S GOING
23 TO TALK ABOUT, THE LEGISLATIVE COUNSEL OPINION.

24 THE COURT: WAS HAD HE WORK TO GO LEGISLATIVE
25 COUNCIL --.

26 MS. IBARRA: HE WAS WORKING FOR THE SENATOR WHO
27 RECEIVED THE LEGISLATIVE COUNCIL OPINION, WE HAVE A
28 DECLARATION FROM MR. STEIN SAYING THAT HE RECEIVED -- THAT HE

1 DISCUSSED THE LEGISLATIVE COUNCIL OPINION WITH THE AUTHOR BUT
2 LOOKING AT THE LEGISLATIVE COUNCIL OPINION MR. STEIN'S NAME
3 IS NOT ON THIS, SO IT'S JUST A MATTER OF CREATING A CHAIN
4 BETWEEN SENATOR VINCENT [SKP-RBGS] IT'S A CONFIDENTIAL
5 OPINION IT'S NOT A PUBLIC OPINION SO IT'S A LEGISLATIVE
6 COUNCIL FROM MR. STEIN TO SENATOR VINCENT.

7 THE COURT: I'M KIND OF LOSING YOU HAVE A LITTLE
8 VINCENT WAS.

9 MR. STEIN: SENATOR VINCENT TENT WAS A STATE SENATOR
10 AND [AEUZ] STAFF BRIM EYE MR. [WEPLS] [WHOEFS] [-P] LAWYER,
11 MR. [WES] IS NOT PART OF THE LEGISLATIVE COUNCIL'S OFFICE ALL
12 HE DID WAS READ THE OPINION HIKE ANYBODY ELSE MIGHT READ A
13 DOCUMENT. HE IS NOW BEING BROUGHT IN TO TESTIFY AS TO THE
14 TRUTHFULNESS OF WHAT.

15 MS. IBARRA: NO.

16 MR. STEIN: WHAT IS STATED IN THAT OPINION AND I
17 BELIEVE THAT IS HEARSAY.

18 MS. IBARRA: NO, HE'S NOT GOING TO TESTIFY AS TO THE
19 TRUTHFULNESS OF THE OPINION, HE'S JUST GOING TO -- SO IF YOU
20 LOOK AT THE OPINION, IT'S FROM THE LEGISLATIVE COUNCIL TO THE
21 SENATOR VINCENT.

22 THE COURT: OKAY.

23 MS. IBARRA:

24 Q. MR. STEIN HAS SUBMITTED A DECLARATION SAYING THAT HE
25 REVIEWED, SO MR. [WES] IS GOING TO SAY THAT HIS OFFICE SENT
26 IT TO MR. STEIN OTHERWISE THERE'S NO WAY FOR MR. STEIN WOULD
27 HAVE GOTTEN IT AND WHEN HE GOT IT.

28 THE COURT: SO [W*EUFT] IS GOING TO SAY HE SENT TO

1 MR. IN STEIN.

2 MS. IBARRA: HE'S NOT GOING TO TESTIFY AS TO THE
3 CONTENT BUT MR. STEIN IS OBVIOUSLY BE GOING TO STAY THAT **,
4 I'M TRYING TO HAVE UNDERSTAND WHAT THE VALUE OR RELEVANCE IS
5 TO THE TRIAL IF HE'S ONLY TALKING ABOUT AN OPINION THAT HE
6 DIDN'T BRING.

7 THE COURT: IT SOUNDS LIKE HE TRANSMITTED IT, RIGHT,
8 IS THAT WHAT YOUR.

9 MS. IBARRA: HIS OFFICE TRANSMITTED IT.

10 THE COURT: SO I GUESS THE QUESTION IS WHY IS IT
11 GOING TO YOU, I'M SORRY ASSUMPTION.

12 MR. STEIN: WELL ONCE AGAIN THE OPINION ITSELF THE
13 COURT HAS ALREADY MENTIONED MAY BE HEARSAY, I DON'T WANT TO
14 PUT WORDS IN THE [COURTS | COURT'S] MOUTH.

15 THE COURT: I THINK WEREN'T YOU 19 THAT INTRODUCE
16 [T-D].

17 MR. STEIN: NO YOUR HONOR ABSOLUTELY NOT WE HAVE
18 BEEN OPPOSE [T-G] THE WHOLE TIME.

19 MS. IBARRA: WELL WE HAVE -- THE ONLY REASON WE KNOW
20 IS BECAUSE IT'S A CONFIDENTIAL DOCUMENT BETWEEN THE SENATOR
21 AND THEIR LAWYER WHICH WAS THE LEGISLATIVE COUNCIL THAT MR.
22 STEIN KIND A DECLARATION IN 2007 INTRODUCE [T-G] IN THIS
23 LITIGATION.

24 THE COURT: INTRODUCING THAT --.

25 MS. IBARRA: INTRODUCING THIS DOCUMENT AND SAYING
26 THAT -- AND THROUGH A DECLARATION SAYING THAT HE REVIEWED IT,
27 AND THAT HAD HE DISCUSSED IT WITH THE AUTHOR -- THE AUTHOR
28 FROM LEGISLATIVE COUNCIL SO THIS IS -- YOU KNOW SINCE IT WAS

1 INTRODUCED TO 2007 WE JUST NEED A CONNECTION THAT HE KNEW
2 ABOUT IT AT THE TIME THAT IT WAS ISSUED BECAUSE THAT'S --.

3 THE COURT: THAT HE MEANING MR. STEIN.

4 MS. IBARRA: MR. STEIN DID, AND OBVIOUSLY IF WE GET
5 A STIPULATION FROM MR. STEIN SAYING THAT HE RECEIVED IT FROM
6 SENATOR VINCENT CLOSE IN PROXIMITY TO THE TIME THAT IT WAS
7 ISSUED, THEN I DON'T NEED MR. [WEFTS].

8 MR. STEIN: YOUR HONOR FIRST OF ALL THIS IS THE
9 FOURTH TIME WE'VE HEARD ABOUT THE STEIN DECLARATION FROM 2007
10 WE'VE NEVER SEEN IT, I DON'T RECALL ANY SUCH DECLARATION, I'D
11 LIKE TO SEE IT BECAUSE [TH-TS] ABOUT THE FOURTH OR FIFTH TIME
12 THAT WE SAID --.

13 THE COURT: WELL IS IT A DECLARATION FILED IN THIS
14 ACTION.

15 MS. IBARRA: YES, IT IS.

16 THE COURT: WE CAN GO TO THE DOCKET AND PULL IT
17 UPRIGHT KNEW. IF THERE'S A TECH OCCASION IN 2007 YOU CAN GO
18 TO THE DOCK [SKPET] PULL TWO UP.

19 MR. STEIN: WELL IT'S HER BURDEN.

20 THE COURT: AS I UNDERSTAND YOU'RE SAYING HAD YOU
21 HAVEN'T SEEN IT BUT I'M SAYING I ANY RECORD OF A DID HE GO
22 [TKHAFS] FILED IN THIS ACTION YOU CAN GET AT ANY TIME COURT
23 WEBSITE YOU CAN GET IT BUT IT LOOK LIKE HE [CHEF | SHE HAVE]
24 HAS A COPY.

25 MS. IBARRA: YEAH IT'S EXHIBIT.

26 MR. STEIN: NO SHE DOESN'T SHE SAYS IT'S LIST BUT
27 SHE HAS [KWREFT] TO SHOW [HUFRS] THE COPIES SHOW TALKING
28 ABOUT [-GS] THAT'S MY POINT L I DON'T RECALL THIS DECLARATION

1 H THERE ARE MANY DECLARATIONS OVER THE COURSE --.

2 MS. IBARRA: EXHIBIT 1 14 IS STEIN'S DECLARATION FOR
3 MOTION FOR SPEEDY TRIAL.

4 THE COURT: SO EXHIBIT 1 14 THING.

5 MR. STEIN: NO IT'S A NOTICE OF MOTION, THERE IS A
6 STEIN DECLARATION, THERE IS NO LEGISLATIVE OPINION HERE.

7 THE COURT: DOES IT REFER TO THE LEGISLATIVE OPINION
8 IN THE DECLARATION WITHOUT ATTACHMENT.

9 MR. STEIN: LET ME READ IT.

10 MS. IBARRA: THERE'S SEVERAL, THEN 116 IS ANOTHER
11 STEIN DECLARATION IN 2007.

12 MR. STEIN: THIS ONE IS [TRAO*URBG] COPY OF A LETTER
13 I SENT TO 30 POTENTIAL BUYERS OF SMDC MEMBERSHIP INTERESTS SO
14 THIS HAS NOTHING TO DO WITH.

15 MR. FORDYCE: SHE SAID ONE 16.

16 THE COURT: WELL IF YOU FIND.

17 MS. IBARRA: THERE'S SEVERAL SO OKAY IT'S ONE 17
18 IT'S SPECIFICALLY DESCRIBED AS DECLARATION J STEIN
19 REFERENCING E VINCENT OPINION.

20 MR. STEIN: CAN YOU SHOW IT.

21 MS. IBARRA: SURE.

22 MR. STEIN: I DON'T SEE THE LEGISLATIVE COUNCIL'S
23 OPINION IN HERE. THE LEGISLATIVE COUNCIL OPINION IS NOT
24 HERE.

25 MS. IBARRA: BUT IT A- [T*] SAYS ATTACHED AS EXHIBIT
26 7 IS A TRUE AND CORRECT COPY LEGISLATIVE COUNCIL OPINION
27 NUMBER '06 '09 49 FIVE, I WAS PRESENT AT A MEETING IN
28 [SR*EUPB] [SR*EPBTS] [SREUPBZ] OFFICE WHEN HE REQUESTED THIS

1 OPINION AND HAVE DISCUSSED ITS CONTENTS WITH ITS AUTHOR SINCE
2 THE OPINION WAS ISSUED.

3 MR. STEIN: THE OPINIONS NOT HERE AND THE ANSWER IS
4 SO WHAT.

5 THE COURT: I'M NOT SURE ABOUT THE SO WHAT. BUT YOU
6 PROBABLY SHOULD JUST LOOK IN THE [TKAOBG] [ET] AND SEE IF IT
7 WAS ATTACHED.

8 MS. IBARRA: I WILL GO DOWN TO THE RECORDS AND MAKE
9 [TPH*T] MORNING AND MAKE SURE.

10 MR. STEIN: THAT'S WHAT WE'RE ASKING IT DOESN'T
11 [PHAOERS] HEARSAY.

12 THE COURT: [EZ] INTRODUCING IT FOR THE TRUTH SHE'S
13 INTRODUCING IT FOR THE FACT THAT IT WAS TRANSMITTED TO YOU
14 **.

15 MS. IBARRA: AND THAT HAD YOU NOTICE OF IT AND THAT
16 YOU DIDN'T GIVE THE COUNCIL NOTICE THAT THIS OPINION HAD
17 OPINION ISSUED.

18 MR. STEIN: HOLD ON A SECOND THE COURT [PHEPGSDZ] A
19 STIPULATION BECAUSE [WURPBS] OF A I'M ALL FOR SHORTER IS
20 MATTER.

21 THE COURT: LET ME STAY WHY DON'T YOU MEET AND
22 CONFER IF YOU CAN COME UP WITH A STIPULATION [THAFL] SHORTEN
23 THE TRIAL IN SOME WAY BY ALL MEANS PLEASE DO IF YOU CAN'T WE
24 CAN DO IT SOME WAY BUT RIGHT NOW WE NEED TO ADJOURN AND I
25 WILL SEE YOU TOMORROW AT 9:30 AND IF YOU [WUPBT] TO TALK TO
26 ME ABOUT THIS ISSUE AGAIN I WILL BE AVAILABLE [EUFRBGS] THANK
27 YOU YOUR HONOR AND I WOULD LIKE TO APOLOGIZE FOR THE
28 DIFFICULTIES TODAY. 04:23 PM.

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