

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, PM SESSION, 7/8/16

2 01:41 PM.

3 THE COURT: OOPS WHERE DID MR. STEIN GO.

4 THE CLERK: YOUR HONOR MR. STEIN ASKED IF HE COULD
5 GO TO THE RESTROOM.

6 THE COURT: OH ALL RIGHT. DO YOU WANT TO CALL YOUR
7 WITNESS IN.

8 MS. IBARRA: SO IF WE CAN TAKE MS. MARILYN BARRETT
9 OUT OF ORDER, WE WERE SUPPOSED TO FINISH WITH MS. VIRGINIA
10 CARMELO AND THEN MS. MARILYN BARRETT BUT SHE'S NOT GOING TO
11 BE ABLE TO BE AVAILABLE ON MONDAY AND THEN WE CONTINUE WITH
12 MS. CARMELO WHO'S AVAILABLE.

13 THE COURT: OKAY.

14 (WHEREUPON MR. STEIN ENTERS THE COURTROOM.)

15 MR. STEIN: MY APOLOGIES YOUR HONOR.

16 THE COURT: LET ME CALL THE CASE IN A MINUTE.

17 GABRIELINO-TONGVA TRIBE VERSUS STEIN, BC361307. GOOD
18 AFTERNOON COUNSEL.

19 MS. IBARRA: GOOD AFTERNOON.

20 MR. FORDYCE: GOOD AFTERNOON YOUR HONOR.

21 THE COURT: MS. IBARRA YOU WERE GOING TO UPDATE US
22 ON THE WITNESS.

23 MS. IBARRA: SO IF WE COULD TAKE MS. MARILYN
24 BARRETT, SHE WAS SUPPOSED TO BE IN THIS MORNING AFTER MS.
25 CARMELO, MS. CARMELO IS ALSO AVAILABLE BUT SHE'LL ALSO BE
26 AVAILABLE LATER THIS AFTERNOON SO IF WE COULD JUST START WITH
27 MS. MARILYN BARRETT AND THEN CONTINUE WITH MS. CARMELO.

28 THE COURT: THAT SHOULDN'T BE A PROBLEM RIGHT.

1 MR. STEIN: ITEM PREFERRED MS. CARMELO BUT AGAIN THE
2 COURT IS EXTENDING ME THE SAME COURTESY SO I'D RATHER RESERVE
3 FOR THAT.

4 THE COURT: AND ALSO JUST BEFORE -- YOU CAN COME UP
5 AND STAND BEHIND THE COURT REPORTER, JUST STAND THERE FOR A
6 SECOND. MS. IBARRA REGARDING MR. DUNLAP, WE WERE GOING TO --
7 WERE YOU ABLE TO CONTACT HIM.

8 MS. IBARRA: WE WERE ABLE TO CONTACT HIM AND I
9 BELIEVE WE'RE GETTING, IS THERE A PHONE NUMBER FOR HIM TO
10 CALL.

11 THE CLERK: YES.

12 {MIDDLE}: YES.

13 MS. IBARRA: WE GAVE HIM INSTRUCTIONS THAT HE'S
14 SUPPOSED TO CALL, SO -- SHOULD HE CALL AT A BREAK FOR US.

15 THE COURT: HE CAN CALL ANYTIME SINCE WE'RE IN A
16 COURT TRIAL NOW I'LL JUST TAKE THE CALL, PUT HIM ON SPEAK
17 [SKPER] I'LL ORDER HIM TO BE AVAILABLE, I DIDN'T WANT TO
18 BRING HIM DOWN HERE WHICH IS WHY I'M HAVING HIM CALL.

19 MS. IBARRA: YEAH THAT'S FINE, LET ME JUST GIVE THIS
20 TO THE WITNESSES, IS IT OKAY IF I CAN OUTSIDE AND GIVE THEM
21 [T*] TO THE WITNESSES TO HAVE THEM.

22 THE COURT: WHAT WITNESSES.

23 MS. IBARRA: MR. POLANCO IS HERE EVERY DAY, HE'S
24 HERE AND MS. CARMELO. MR. POLANCO WILL PROBABLY CALL HIM.

25 THE COURT: ARE YOU GOING TO FINISH WITH HIM OR
26 SHALL I ORDER MS. CARMELO TO RETURN.

27 MS. IBARRA: MS. CARMELO WILL BE HERE UNTIL THE END
28 OF THE DAY.

1 THE COURT: WILL SHE BE DONE.

2 MS. IBARRA: I ANTICIPATE MS. MARILYN BARRETT IS
3 GOING TO BE 30 MINUTES MAYBE 45 MINUTES FOR MY SIDE.

4 MR. STEIN: I WOULD THINK THAT -- I MEAN THIS IS
5 SOMEBODY THAT WAS AN OUTSIDE COUNSEL FOR THE LIBRA
6 TRANSACTION WHICH IN FACT WENT THROUGH SO I'M SURE SHE'S GOT
7 INPUT TO SAY, I'M SURE SHE'S AN IMPORTANT WITNESS BUT I CAN'T
8 IMAGINE SHE WOULD TAKE 30 MINUTES.

9 THE COURT: SO CARMELO NEEDS TO STAY AROUND.

10 MS. IBARRA: YES.

11 THE COURT: UNTIL I TELL HER SHE'S RELEASED.

12 MS. IBARRA: SO I WILL TELL HER THAT OR DO YOU WANT
13 HER TO COME IN.

14 THE COURT: WHY DON'T YOU HAVE HER COME IN.

15 MR. STEIN: DOES THE COURT WANT TO SET A TIME.

16 THE COURT: FOR.

17 MR. STEIN: EACH SIDE. LET ME DO ONE THING AT A
18 TIME THOUGH, I'LL LOSE TRACK OF WHAT I'M DOING.

19 THE CLERK: VIRGINIA.

20 THE COURT: VIRGINIA CARMELO. MS. CARMELO?

21 MS. CARMELO: YES.

22 THE COURT: WE THINK YOU MAY BEGIN TESTIFYING TODAY
23 AFTER MR. BARRETT IS DONE.

24 MS. CARMELO: YES.

25 THE COURT: BUT I'M NOT 100 PERCENT SURE BUT I NEED
26 TO ORDER THAT YOU BE ON CALL TO THE ATTORNEYS SO THAT IF THEY
27 NEED TO CALL YOU BACK, YOU WILL BE AVAILABLE TO TESTIFY,
28 OKAY? SO IN OTHER WORDS YOU'RE NOT RELEASED FROM TESTIFYING,

1 YOU'RE GOING TO NEED TO BE ON CALL, YOUR COUNSEL HAS YOUR
2 NUMBER, RIGHT?

3 MS. CARMELO: RIGHT.

4 MR. STEIN: AND NEXT WEEK WE'LL FIND A TIME AND
5 WE'LL WORK WITH COUNSEL TO MAKE IT AS CONVENIENT AS POSSIBLE
6 FOR MS. CARMELO.

7 THE COURT: SO THAT MEANS FOR A WEEK, NEXT WEEK WE
8 MAY NEED YOU BACK BUT WE'LL LET YOU KNOW HOPEFULLY WITH
9 ENOUGH ADVANCED NOTICE AND THAT YOU CAN GET HERE INTO TOWN
10 WITHOUT TOO MUCH PROBLEM.

11 MS. CARMELO: THAT'S FINE.

12 THE COURT: BUT THE ALTERNATIVE IS TO HAVE YOU COME
13 EVERY DAY AND ORDER YOU BACK DAY-TO-DAY AND WE DON'T WANT TO
14 DO THAT THAT'S WHY I NEED YOU TO BE BE AVAILABLE BY COURT TO
15 COMMON.

16 MS. CARMELO: THAT'S FINE WE CAN DO THAT.

17 THE COURT: THANK YOU.

18 MS. IBARRA: AND HER HONOR I'M GOING TO HAND HER THE
19 NUMBER FOR THE COURT TO HAVE MR. DUNLAP CALL.

20 THE COURT: THANK YOU.

21 MS. CARMELO: THANK YOU.

22 THE COURT: OKAY WHAT WAS THE OTHER THING YOU WANTED
23 TO MENTION.

24 MR. STEIN: JUST SET A TIME, I WOULD SUGGEST 20
25 MINUTES, THIS IS NOT MY WITNESS THIS IS HERS.

26 MS. IBARRA: IT MIGHT JUST BE 20 MINUTES NOT LONG AT
27 ALL.

28 THE COURT: NOT MORE THAN 30.

1 MS. IBARRA: NOT MORE THAN 30.

2 THE COURT: I THINK THAT'S WHAT IS HE SAID ARE YOU
3 READY THEN.

4 THE CLERK: 30 MINUTES EACH SIDE.

5 THE COURT: MAXIMUM. MA'AM STAND BEHIND THE COURT
6 REPORTER HERE AND FACE THE CLERK TO MY RIGHT.

7 THE CLERK: PLEASE RAISE YOUR RIGHT HAND?

8 A. UH-HUH.

9 THE CLERK: * * STATE, SO HELP YOU GOD * *?

10 A. I DO.

11 THE CLERK: THANK YOU YOU MAY HAVE A SEAT TO YOUR
12 RIGHT. SO I DON'T NEED THE MICROPHONE ANY MORE I THINK.

13 THE CLERK: AND MA'AM CAN YOU PLEASE STATE AND SPELL
14 YOUR FIRST AND LAST NAME FOR THE RECORD?

15 A. YES MY NAME IS MARILYN BARRETT AND IT'S M A R I L Y N
16 , AND BARRETT IS B A I N B O Y , A R R E T T .

17 THE CLERK: THANK YOU.

18 THE COURT: THANK YOU VERY GOOD THANK YOU MA'AM HAD
19 YOU MAY BEGIN.

20 MS. IBARRA: OKAY MS. BARRETT CAN YOU -- ARE YOU
21 FAMILIAR WITH MR. JONATHAN STEIN?

22 A. YES, I AM.

23 Q. CAN YOU DESCRIBE HOW YOU CAME TO KNOW HIM?

24 A. YES. IN SOMETIME I THINK IN 2005, HE CONTACTED ME
25 ABOUT WORKING WITH HIM ON A FINANCING TRANSACTION AND I'M
26 ACTUALLY NOT SURE HOW HE GOT MY NAME BUT HE CONTACTED ME AND
27 WE MET AND I DISCUSSED THE REPRESENTATION WITH THE FIRM I WAS
28 WITH AT THAT TIME.

1 Q. AND WHAT WAS THE NAME OF THE FIRM THAT YOU WERE WITH
2 AT THE TIME?

3 A. AT THE TIME IT WAS VAN HATTEN, SUAMOTO & BECKETT,
4 THE FIRM LATER MERGES WITH MAGUIRE, WOODS.

5 Q. AND WHAT IS YOUR BACKGROUND, YOUR PROFESSIONAL
6 BACKGROUND?

7 A. I'VE SPECIALIZED IN TAX AND CORPORATE TRANSACTIONS
8 FOR OVER 35 YEARS NOW. I DO HAVE A DEGREE IN ACCOUNTING AND
9 A CPA AND I ALSO DID MY LAW SCHOOL AT UCLA.

10 Q. SO WHAT WAS THE SCOPE OF THE WORK THAT HE WAS
11 TALKING TO YOU ABOUT?

12 A. HELPING DRAFT A FINANCING TRANSACTION WITH AN
13 INVESTOR AND I THINK INITIALLY I BELIEVE WHEN I WAS FIRST
14 RETAINED, THERE WASN'T A SPECIFIC INVESTOR IN MIND AT THAT
15 TIME.

16 Q. OH OKAY. AND YOU SAID IT WAS 2005?

17 A. I BELIEVE IT WAS 2005 OR LATE OR EARLY 2006.

18 Q. AND YOU EVENTUALLY DID WORK ON A TRANSACTION
19 REGARDING ONE INVESTOR RIGHT OR A GROUP OF INVESTORS?

20 A. YES, I DID, IT WAS THE LIBRA TRANSACTION, I BELIEVE
21 IT WAS LIBRA CAPITAL IF I'M NOT MISTAKE THEN.

22 Q. RIGHT. WAS THAT ONE OF SEVERAL INVESTORS?

23 A. THAT'S ONLY ONE, I BELIEVE MR. STEIN TALKED ABOUT
24 OTHER INVESTORS BUT THAT WAS THE ONLY ONE I RECALL HAVING ANY
25 DIRECT CONTACT WITH.

26 Q. SO AND HOW LONG DID YOU WORK ON THAT INVESTOR
27 AGREEMENT?

28 A. TWO TO THREE MONTHS.

1 Q. TWO TO THREE MONTHS. . I'M GOING TO SHOW YOU --
2 DID YOU WORK TOGETHER WITH HIM ON OR DID YOU WORK ON IT ON
3 YOUR OWN?

4 A. NO I WORKED WITH MR. STEIN A LOT ON THE MATTER. YES
5 WE SPOKE A LOT.

6 Q. WOULD YOU SAY THAT HE ALSO WORKED ON THE INVESTOR
7 AGREEMENT?

8 A. YEAH I THINK HE WAS VERY MUCH INVOLVED WITH IT, I
9 WAS DOING THE ACTUAL DRAFTING BUT WE TALKED ABOUT THE TERMS
10 AND THE CONDITIONS AND THE PROVISIONS EXTENSIVELY.

11 Q. I'M GOING TO SHOW YOU AN E-MAIL THAT MIGHT REFRESH
12 YOUR RECOLLECTION.

13 MR. STEIN: MAY WE SEE IT PLEASE.

14 MS. IBARRA: IT'S EXHIBIT 38, PLAINTIFF'S EXHIBIT
15 38.

16 THE COURT: THIS IS JUST TO REFRESH RECOLLECTION OR
17 ARE YOU GOING TO TRY TO ADMIT IT.

18 MS. IBARRA: I'M GOING TO TRY TO ADMIT IT.

19 THE COURT: ALL RIGHT. SO HAVE HER IDENTIFY IT
20 THEN.

21 MR. STEIN: IF I CAN JUST HAVE A MOMENT THIS IS THE
22 FIRST WE'VE HEARD ABOUT IT.

23 THE COURT: YES.

24 MS. IBARRA: CAN I SHOW IT TO THE WITNESS.

25 THE COURT: NOT YET, HOLD ON UNTIL MR. STEIN SEIZE
26 IT.

27 MR. STEIN: VERY GOOD THANK YOU.

28 THE COURT: ALL RIGHT YOU MAY.

1 MS. IBARRA: OKAY. (INDICATING.)

2 Q. DO YOU RECALL THIS E-MAIL?

3 A. IT LOOKS FAMILIAR, YES.

4 Q. SO IS THIS THE KIND OF COMMUNICATIONS THAT YOU USED
5 TO HAVE WITH MR. STEIN DURING THE COURSE OF THE DRAFTING OF
6 THE LIBRA INVESTOR AGREEMENT?

7 A. YES WE COMMUNICATED BY E-MAIL, WE TALKED BY
8 TELEPHONE QUITE A BIT AND WE OF COURSE HAD A NUMBER OF
9 MEETINGS, PERSONAL MEETINGS.

10 Q. PERSONAL MEETINGS?

11 A. UH-HUH.

12 Q. SO CAN YOU LOOK AT ITEM NO. 3 WHICH IS -- WOULD BE
13 THE FOURTH PARAGRAPH BUT IT'S LISTED AS ITEM NO. 3?

14 A. UH-HUH YES.

15 Q. I HAVE THE WRONG ONE, SORRY. CAN YOU READ THAT?

16 A. YOU WANT ME TO JUST READ IT.

17 Q. YES PLEASE?

18 A. I AM CALLING NEW COUNSEL AS I MENTIONED TO HELP WITH
19 INDIAN ISSUES, I'M NOT ENTIRELY CONVINCED WE NEED THEM
20 BECAUSE YOU ARE HERE FOR ALL CORPORATE ISSUES AND I CAN
21 HANDLE INDIAN ISSUES WELL ENOUGH TO RESPOND TO [SR*S]
22 COUNSEL. IN ESSENCE THE QUESTION IS JUST THE SAME AS
23 CORPORATE LAW, ACTUALLY ORGANIZED, VALIDLY EXISTING AND FULLY
24 AUTHORIZED.

25 Q. DO YOU RECALL THE CONTEXT OF THAT -- OF THAT E-MAIL
26 AND WHAT HE WAS REFERRING TO HERE?

27 A. YEAH I THINK WHAT THE ISSUE WAS WITH -- SINCE THE
28 INVESTMENT WAS IN THE POTENTIALITY OF AN INDIAN CASINO BEING

1 DEVELOPED, WAS THE -- AND THE GABRIELINO TRIBE AT THAT TIME
2 AND TO MY UNDERSTANDING IT WAS STILL NOT A RECOGNIZED TRIBE
3 FOR THAT PURPOSE, THE INDIAN ISSUES WERE CRITICAL, WERE
4 REALLY IMPORTANT TO THE TRANSACTION.

5 Q. OKAY.

6 A. AND SO IT WAS -- AND I ESSENTIALLY HAD NO EXPERIENCE
7 INTO INDIAN LAW SO I WASN'T ABLE TO RESPOND TO THAT -- TO
8 DEAL WITH THOSE ISSUES AT ALL SO YOU KNOW WE DID DISCUSS THE
9 NEED TO HAVE THAT EXPERTISE AND HOW TO HAND THAT WILL.

10 Q. AND DID AN INVESTOR AND INVESTORS COUNSEL HAVE A LOT
11 OF QUESTIONS ABOUT INDIAN LAW ISSUES?

12 A. MY RECOLLECTION IS THAT THEY DID AND I WOULD HAVE
13 EXPECTED THEM TO BECAUSE THAT WAS THE BASIS OF THE PROPOSED
14 INVESTMENT.

15 Q. SO TO YOUR KNOWLEDGE, DID MR. STEIN EVER RETAIN
16 SEPARATE INDIAN COUNSEL FOR THE INVESTOR AGREEMENT?

17 A. I THINK AT ONE POINT THERE WAS A WOMAN LAWYER AND I
18 DON'T REMEMBER HER NAME THAT HE TALKED TO SOME THAT HAD SOME
19 INDIAN LAW EXPERIENCE. HE ALSO -- HE SEEMED TO KNOW QUITE OF
20 IT HIMSELF THROUGH THE YEAR THAT HE WORKED WITH THE TRIBE.

21 Q. SO DID YOU EVER SEE HIM EITHER WITH YOURSELF OR WITH
22 INVESTOR COUNSEL SORT OF GIVE -- PROFFER LEGAL ADVICE ABOUT
23 INDIAN LAW ISSUES?

24 A. I THINK THERE WAS A DISCUSSION ABOUT IT A LOT
25 BECAUSE THAT WAS THE KEY ISSUE TO THE INVESTMENT. IF THERE
26 WASN'T A CASINO BUILT AT SOME POINT IN TIME THEY WOULD NOT
27 GET THEIR MONEY BACK SO THERE WAS A LOT OF DISCUSSION, THERE
28 WAS SEVERAL DIFFERENT WAYS THAT I WAS INFORMED ANYWAY TO GET

1 THE -- WELL THERE WAS A LOT OF HURDLED, THE TRIBE HAD TO BE
2 RECOGNIZED, IT DIDN'T HAVE LAND AND SOME OF THE RULES I THINK
3 REQUIRE THAT THE TRIBE HAVE LAND.

4 Q. SOME OF THE RULES FROM INVESTOR COUNSEL OR OTHER
5 RULES?

6 A. WELL JUST THE LEGAL RULES, I THINK THEY HAVE TO HAVE
7 LAND TO BUILD A CASINO ON BEFORE THEY CAN BUILD A CASINO. I
8 REMEMBER DISCUSSIONS ABOUT THAT BUT YOU KNOW THE LIBRA TEAM
9 WERE ASKING ABOUT [THOZ] QUESTIONS TO MY RECOLLECTION AND I
10 WOULD HAVE EXPECTED THEM TO.

11 Q. WERE YOU EVER IN A MEETING WITH MR. STEIN AND
12 SEPARATE INDIAN LAW COUNSEL OR WAS IT JUST --?

13 A. NO.

14 Q. SO IF YOU WERE IN A HEATING WITH THE LIBRA INVESTORS
15 AND THEIR COUNSEL, WAS IT JUST YOU AND MR. STEIN?

16 A. YES.

17 Q. AND SO IF THERE WERE ANY INDIAN LAW ISSUES THAT
18 NEEDED TO BE ADDRESSED WERE THEY ADDRESSED BY MR. STEIN?

19 A. YES THEY WOULD HAVE BEEN, I KNOW I WOULDN'T HAVE
20 BECAUSE I HAD NO EXPERTISE IN THAT AREA.

21 Q. OKAY. WHAT WERE RELATIONSHIPS LIKE BETWEEN MR.
22 STEIN AND THE INVESTORS AND THE INVESTOR COUNSEL?

23 A. WELL I THINK THE HEAD OF LIBRA I THINK WAS VERY
24 INTERESTED IN IT. WE DEALT MORE OFTEN WITH ONE OF HIS
25 ADVISORS, HE WAS NOT A LAWYER AND THEN TOWARDS THE END
26 STARTED WORKING WITH THEIR ATTORNEY WHO WAS A GENTLEMAN FROM
27 MORRISON & FOERSTER I BELIEVE DOWN IN SAN DIEGO BUT BEFORE
28 THAT WE DEALT PRIMARILY WITH ONE OF HIS -- LIBRA'S FINANCE

1 GUYS YOU KNOW.

2 Q. A FINANCE GUY WHO WAS NOT A LAWYER?

3 A. WHO WAS NOT A LAWYER.

4 Q. AND THEN EVENTUALLY YOU MOVED TO HAVING NEGOTIATIONS
5 WITH LIBRA'S COUNSEL?

6 A. YES. AGAIN WHEN IT CAME DOWN TO ACTUALLY
7 DOCUMENTING THE AGREEMENT -- AND WE DID THE FIRST DRAFT OF
8 THE AGREEMENT, AT THAT POINT IN TIME IT WAS AROUND THEN THAT
9 THEY TURNED THE DOCUMENT OVER TO THE ATTORNEY, THEIR ATTORNEY
10 TO REVIEW.

11 Q. WOULD YOU CHARACTERIZE THOSE AS NEGOTIATIONS BETWEEN
12 YOU AND MR. STEIN ON THE ONE HAND AND LIBRA ON THE OTHER HAND
13 OR LIBRA'S COUNSEL, IS IT A FAIR CHARACTERIZATION?

14 A. DEFINITELY. I MEAN THERE WAS A LOT OF NEGOTIATIONS
15 AND HOW MUCH THEY WOULD PUT IN, WHEN THEY WOULD PUT IT IN H
16 WHAT PERCENTAGE THEY WOULD GET FROM THE CASINO REVENUES IF
17 THEY CAME TO PASS, SO YEAH THERE WAS A LOT OF NEGOTIATION.

18 Q. AND WOULD YOU CHARACTERIZE THE NEGOTIATIONS WITH
19 LIBRA'S COUNSEL AS LEGAL NEGOTIATIONS?

20 A. YES. MOST OF THESE TRANSACTIONS GO THROUGH
21 DIFFERENT STAGES. FIRST THE FINANCE GUYS WORK OUT THE
22 FINANCE TERMS, THE BASIC TERMS AND THEN IT GETS SENT OVER TO
23 THE LAWYER FOR THE MORE LEGALESE, BUT THERE'S STILL
24 NEGOTIATION.

25 Q. ALL RIGHT. SO DID MR. STEIN SEEM EXPERIENCED IN
26 LIKE THESE SORT OF FINANCIAL TRANSACTIONS?

27 A. YES.

28 Q. AND THE LEGAL FINANCIAL TRANSACTIONS AS WELL?

1 A. HE SEEMED TO ME -- HAVE A PRETTY THOROUGH KNOWLEDGE
2 OF IT. I DON'T THINK -- MY IMPRESSION HE HAD MAYBE HAD NOT
3 DONE AS MUCH OF THEM AS I HAVE WHEN YOU GET DOWN TO THE NITTY
4 GRITTY BUT IN TERMS OF THE BASIC CONTRACTUAL TERMS HE WAS
5 VERY MUCH INVOLVED IN THAT AND HE STAYED INVOLVED THROUGHOUT
6 THE ENTIRE PROCESS. SO THE MAIN CHANGE AS THINGS WENT ON WAS
7 WHEN LIBRA THEN SENT THE DOCUMENT TO THEIR ATTORNEY TO
8 ADVISE. BEFORE THAT I THINK THAT BOTH ME AND MR. STEIN WERE
9 VERY ACTIVELY INVOLVED IN ALL OF THE NEGOTIATIONS.

10 Q. SO --.

11 THE COURT: BEFORE YOU CANNOT.

12 MS. IBARRA: I'M SORRY.

13 THE COURT: MR. DUNLAP IS ON THE PHONE.

14 MS. IBARRA: OKAY YES.

15 THE COURT: THE WITNESS CAN STAY HERE WE'RE JUST
16 GOING TO PUT HIM ON SPEAKER, OKAY.

17 THE CLERK: MR. DUNLAP?

18 MR. DUNLAP: YES.

19 THE CLERK: OKAY YOU'RE ON SPEAKER AND THE JUDGE
20 WANTS TO ADDRESS YOU.

21 THE COURT: MR. DUNLAP THIS IS JUDGE PALAZUELOS?

22 MR. DUNLAP: YES YOUR HONOR.

23 THE COURT: I'M HERE WITH ALL COUNSEL THE WITNESS IS
24 ON THE RECORD [STAPBT] I'M HERE WITH A COURT REPORTER AND MY
25 STAFF I JUST WANT TO LET YOU KNOW THAT, I NEED TO HAVE YOU
26 REMAIN ON CALL TO YOUR COUNSEL AND TO THE COURT IN THE EVENT
27 THAT WE'LL NEED YOU AND BEING ON CALL MEANS THROUGH NEXT
28 WEEK. WHAT I NEED YOU TO DO IS STAY IN TELEPHONE CONTACT

1 WITH PLAINTIFFS COUNSEL SO THAT IF WE NEED TO CALL YOU INTO
2 COURT PLAINTIFFS COUNSEL CAN CALL YOU UP AND THEN YOU CAN GET
3 HERE FAIRLY QUICKLY ARE YOU ABLE TO DO THAT?

4 MR. DUNLAP: WELL I LIVE IN TEMECULA YOUR HONOR. I
5 WOULD NEED -- I WOULD NEED SOME NOTICE WITHOUT A DOUBT.

6 THE COURT: OKAY?

7 MR. DUNLAP: BUT OF COURSE I'LL DO WHATEVER --
8 WHATEVER'S NECESSARY.

9 THE COURT: OKAY HOW MUCH ADVANCED NOTICE CAN WE
10 GIVE HIM LIKE THE NIGHT BEFORE HIS TESTIMONY IS NEEDED OR.

11 MR. STEIN: YOUR HONOR I'VE TAKEN THE DRIVE FROM
12 TEMECULA A LONG TIME, THE KEY POINT IS TO KEEP HIM OUT OF
13 RUSH-HOUR TRAFFIC SO WHAT I WOULD HOPE IS THAT WE WOULD START
14 HIM OFF AT MAYBE THE EARLIEST WOULD BE 11 OR 11:30 AND THAT'S
15 PROBABLY MORE IMPORTANT THAN THE EXACT NOTICE BUT I WILL WORK
16 WITH OPPOSING COUNSEL TO DO IT AS BEST I CAN AS I WILL WITH
17 MS. CARMELO.

18 THE COURT: WELL WE'RE GOING TO NEED -- MY POINT IT
19 THOUGH IS THAT IF HAD YOU NEED THEM YOU NEED TO TELL THEM THE
20 NIGHT BEFORE.

21 MR. STEIN: NIGHT BEFORE VERY GOOD.

22 THE COURT: RIGHT BECAUSE PLAINTIFFS COUNSEL HAS TO
23 PREPARE FOR THE EXAMINATION AND THEN THE WITNESS NEEDS TO BE
24 HERE, DRIVE OVER HERE, WE CAN GIVE HIM THE DETAILS ON THE
25 TIME BUT AT LEAST LET HIM KNOW THE NIGHT BEFORE THAT THEY'LL
26 BE NEEDED. MR. DUNLAP DID YOU HEAR THAT?

27 MR. DUNLAP: YES YOUR HONOR. THE ONLY CONFLICTS I
28 HAVE FOR NEXT WEEK IS ACTUALLY MONDAY AND TUESDAY THOSE WOULD

1 BE VERY BAD DAYS.

2 THE COURT: OKAY?

3 MR. DUNLAP: BUT THE REMAINDER OF THE WEEK WOULD
4 BE -- I COULD WORK WITH THAT.

5 THE COURT: OKAY COUNSEL HOW IS THAT.

6 MR. STEIN: YES SO LET ME UNDERSTAND, WITH BOTH
7 DUNLAP AND CARMELO IT'S THE NIGHT BEFORE, MR. DUNLAP MONDAY
8 AND TUESDAY IS BAD WE CAN YOU ABSOLUTELY ACCOMMODATE THAT,
9 THE REST OF THE WEEK IS OKAY AND THEN WE WILL ALSO WHEN
10 PLANNING OUR OWN WITNESSES TRY TO MAKE SURE THAT HE REALLY
11 ISN'T NEEDED BEFORE ABOUT 11:30 IN THE MORNING GIVEN THE
12 DRIVE AND RUSH OUT TRAFFIC.

13 THE COURT: OKAY THAT SOUNDS LIKE A PLAN. MR.
14 DUNLAP, SO BASICALLY WE'LL LET YOU KNOW THE NIGHT BEFORE WHEN
15 YOU'RE NEEDED, YOUR COUNSEL WILL CALL YOU AND WE'LL TRY TO
16 MAKE SURE TO AVOID YOU HAVING TO FIGHT TRAFFIC, WE'LL TRY TO
17 GET YOU HERE AT A TIME WHERE IT WILL BE A NICE EASY DRIVE?

18 MR. DUNLAP: IT SOUNDS PERFECT THANK YOU YOUR HONOR.

19 THE COURT: OKAY THANK YOU?

20 MR. DUNLAP: OKAY BYE-BYE.

21 THE COURT: BYE-BYE.

22 THE COURT: OKAY YOU SHOULD MAKE A MINUTE ORDER.

23 WHY DON'T WE HAVE -- WE HAVE OUR COURT REPORTER BUT
24 NONETHELESS YOU PROBABLY SHOULD DO A MINUTE ORDER. YOU MAY
25 CONTINUE, THANK YOU.

26 MS. IBARRA: OKAY THANK YOU. .

27 Q. BY MS. IBARRA: SO MS. BARRETT, WHAT I WAS GETTING
28 OUT WAS WHEN YOU -- YOU WERE DESCRIBING HOW NEGOTIATIONS TAKE

1 PLACE BETWEEN PARTIES DIRECTLY EXAM THEN WHEN THEY TAKE PLACE
2 BETWEEN COUNSEL AND I'M WONDERING IF MR. STEIN WAS PART OF
3 THE NEGOTIATIONS BETWEEN THE PARTIES AND THEN ALSO BETWEEN --
4 DIRECTLY BETWEEN COUNSEL?

5 A. YES YES, HE WAS VERY MUCH INVOLVED IN THE ENTIRE
6 PROCESS.

7 Q. SO EVEN WHEN THE LIBRA FINANCE GUYS WEREN'T INVOLVED
8 AND IT WAS JUST THEIR COUNSEL WITH YOU?

9 A. YES.

10 Q. HE WAS ALSO A PART OF THAT?

11 A. YES GO SO THAT'S EXHIBIT 38 THEN, I WILL REFER TO
12 PLAINTIFF'S EXHIBIT 40 WHICH SHOULD BE IN THE BOOKS SO I'LL
13 GIVE COUNSEL AN OPPORTUNITY TO REVIEW THAT BEFORE ASKING THE
14 WITNESS TO IDENTIFY IT.

15 THE COURT: WHICH EXHIBIT.

16 MS. IBARRA: IT'S EXHIBIT 40 IN PLAINTIFFS BOOKS.

17 MR. STEIN: THANK YOU.

18 THE COURT: ALL RIGHT YOU CAN SHOW IT TO THE
19 WITNESS, UNLESS WE HEAR FROM YOU MR. STEIN WE'RE JUST GOING
20 TO KEEP GOING.

21 MR. STEIN: I'M SORRY, IT'S A LONGER READ, BUT THE
22 WITNESS IS WELCOME TO LOOK AT IT, VERY GOOD THANK YOU.

23 THE COURT: ALL RIGHT EXHIBIT 40.

24 MS. IBARRA: EXHIBIT 40.

25 MS. IBARRA:

26 Q. SO ARE YOU FAMILIAR WITH THIS?

27 A. YES I DO RECALL THIS.

28 Q. AND WHAT IS THIS E-MAIL?

1 A. WELL IT'S GIVING ME INSTRUCTION AN A PROVISION TO
2 INVERT INTO THE CONTRACTS THAT WE WERE DRAFTING FOR ON THE
3 LIBRA DEAL AND YOU KNOW A FORM OF A WAIVER IN WHAT HE WANTED
4 IN IT. HE WAS -- MR. STEIN IS ACTUALLY QUITE -- VERY
5 KNOWLEDGEABLE IN THIS AREA, IN THE FINANCE LEGAL AREA.

6 Q. WHAT AREA IS THIS EXACTLY?

7 A. WELL.

8 Q. IS THIS A SUBSET OF FINANCING AGREEMENTS?

9 A. IT'S A TERM THAT A WAIVER IS OFTEN INCLUDED IN A
10 NUMBER OF DIFFERENT BUSINESS CONTRACTS BUT IN FINANCE
11 CONTRACTS THEY ARE PRETTY TYPICAL. SO I GUESS I'M NOT SURE
12 WHAT YOU'RE REALLY ASKING, IS THIS -- THESE PROVISIONS ARE --
13 IT WAS PRETTY DETAILED BUT IT WAS WHAT HE WAS ASKING US TO
14 DRAFT INTO THE CONTRACT. IT'S USUALLY -- THIS IS A PROVISION
15 THAT USUALLY IS DONE BY THE LAWYERS, NOT USUALLY DONE BY
16 FINANCE GUYS BUT THIS IS WHEN THE LAWYERS COME IN.

17 Q. IS THIS TYPICALLY WHAT YOU GET FROM CLIENTS, THIS
18 LEVEL OF DETAIL?

19 A. NO. NO GENERALLY THAT'S WHAT THE LAWYERS WOULD
20 DO.

21 Q. SO IT'S TYPICAL FROM WHAT YOU GET FROM A CLIENT WHO
22 WAS A LAWYER BUT NOT A CLIENT WHO WAS NOT A LAWYER?

23 A. I DON'T THINK I'VE EVER GOTTEN A DIRECTION FROM
24 SOMETHING LIKE THE WAIVER CLAUSE FROM A NONE LAWYER CLIENT.
25 THE FINANCE PART OF IT IS REAL [AOET] TERM, HOW MUCH MONEY,
26 WHAT THE INTEREST RATE IS, WHAT THE PAY OUT IS, BASIC DEAL
27 TERMS AND THEN THE REST OF THE CONTRACT IS MORE FREQUENTLY
28 DRAFTED BY THE LAWYERS WITH EXPLANATION TO THE CLIENT AS TO

1 WHY YOU'RE PUTTING THEM IN.

2 Q. IS THIS SIMILAR TO A SITUATION WITH IN-HOUSE COUNSEL
3 WHEN YOU HAVE IN-HOUSE COUNSEL WHO HAS DETAILED KNOWLEDGE OF
4 WHAT THEY NEED AND THEN YOU WERE OUTSIDE COUNSEL?

5 A. YES IT IS VERY SIMILAR.

6 Q. WAS THAT YOUR IMPRESSION OF WHAT MR. STEIN'S ROLE
7 WAS?

8 A. WELL MY IMPRESSION -- WELL YOU KNOW HE WAS A LAWYER
9 AND HE CERTAINLY WAS WELL VERSED IN MANY LYLE AREAS, I ALSO
10 KNEW THAT HE WAS ACTING AS THE -- I DON'T REMEMBER WHAT THE
11 TITLE WAS BUT THE MANAGER FOR THE TRIBE AS WELL.

12 Q. DID YOU HAVE THE IMPRESSION THAT HE WAS THE TRIBES
13 LAWYER?

14 A. I HAD THE IMPRESSION THAT HE GAVE THEM LEGAL ADVICE,
15 YES.

16 Q. THAT HE GAVE HIM LEGAL ADVICE?

17 A. UH-HUH.

18 Q. DID YOU KNOW WHAT A TITLE WAS, IF HE HAD A TITLE
19 WITH REGARDS TO GENERAL COUNSEL OR ANYTHING LIKE THAT?

20 A. I'M NOT AWARE OF ANYTHING LIKE THAT.

21 Q. BUT YOU WERE AWARE THAT HE WAS A -- HE GAVE THEM
22 LEGAL ADVICE?

23 A. YES.

24 THE COURT: WELL HOW DO YOU KNOW THAT?

25 A. WELL I WAS IN MEETINGS WITH THEM AT TIMES AND HE
26 WOULD TALK ABOUT LEGAL MATTERS WITH THEM, WITH THE TRIBE AND
27 I WOULD BE THERE AS WELL.

28 THE COURT: SO YOU WOULD OVERHEAR HIM GIVING ADVICE

1 TO THE TRIBAL MEMBERS?

2 A. AND THE LABOR DEAL IT'S THE CROSS BETWEEN THE
3 FINANCING AND LEGAL SIDE BUT ALSO THERE WAS A DISCUSSION
4 ABOUT A LOT OF THE LEGAL ISSUES CONCERNING GETTING
5 RECOGNITION AS A TRIBE, GETTING THE LAND THAT IS NEED TODAY
6 BUILD A CASINO SO THERE WAS A LOT OF DISCUSSION, I FRANKLY
7 LEARNED A LOT FROM IT BECAUSE I DIDN'T KNOW, HAVE ANY
8 KNOWLEDGE OF THAT.

9 THE COURT: AND TO WHOM WERE THESE CONVERSATIONS --
10 TO WHOM WAS THE DEFENDANT SPEAKING, WAS HE SPEAKING TO THE
11 TRIBAL COUNCIL MEMBERS WAS HE SPEAKING DID --?

12 A. YEAH THE TRIBAL COUNCIL MEMBERS, I DON'T KNOW HOW
13 OFTEN THEY HAD MEETINGS, I WAS AT SOME OF THE THEM, I KNOW
14 NOT ALL OF THEM.

15 THE COURT: OH OKAY.

16 Q. BY MS. IBARRA: IF WE CAN REFER BACK TO EXHIBIT 38
17 SO IT SAYS HERE, CAN YOU READ ITEM NO. 1?

18 A. YOU WERE RIGHT ABOUT THE CONSTITUTION WE WILL ADOPT
19 ONE THIS WEEKEND, NO NEED FOR YOU TO ATTEND ANOTHER LAB
20 LABORIOUS MEETING. I THINK I HAD STARTED DOING SOME READING,
21 I THINK I KNEW -- READ SOMETHING ABOUT THEY NEEDED TO HAVE A
22 CONSTITUTION TO BE A TRIBE AND THE TRIBE AT THAT POINT DID
23 NOT HAVE ONE.

24 Q. OKAY. BUT HE ALSO REFERS TO DUE [TKPWAUB] [RAOE]
25 US MEETING?

26 A. THAT WAS THE MEETINGS WITH THE TRIBAL COUNCIL THEY
27 DID GO ON A LONG TIME.

28 Q. SO THIS IS JUST FURTHER EVIDENCE THAT YOU DID ATTEND

1 A LOT OF THE --

2 A. OF THE TRIBAL MEETINGS YEAH.

3 Q. MEETINGS? SO YOU SAT YOU THROUGH AND LISTEN TO THE
4 CONVERSATIONS BETWEEN MR. STEIN AND THE TRIBAL COUNCIL?

5 A. YES.

6 Q. EVENTUALLY DID -- DID MR. STEIN FIRE YOU?

7 A. YES.

8 Q. DO YOU REMEMBER THE CONTEXT OF WHAT OR WHAT PRECEDED
9 THAT?

10 A. YES I DO REMEMBER THAT. WE WERE ON THE PHONE --.

11 THE COURT: WHEN YOU SAY WE?

12 A. WE WAS MR. STEIN, ME AND I BELIEVE IT WAS THEIR
13 LEGAL COUNSEL ON THAT PHONE, IT COULD HAVE BEEN ONE OF THE
14 FINANCE GUYS BUT I BELIEVE IT WAS THE COUNCIL LEGAL.

15 Q. BY MS. IBARRA: OF LIBRA'S?

16 A. YEAH LIBRA'S COUNSEL AND WE WERE TALKING ABOUT SOME
17 OF THE DEAL TERMS, I DON'T REMEMBER THE SPECIFIC ONE THAT WAS
18 IN DISCUSSION, IT'S BEEN QUITE A WHILE AGO AND MR. STEIN WAS
19 SCREAMING AT THE LIBRA REPRESENTATIVE AND I FELT LIKE THAT
20 WASN'T REALLY USEFUL SINCE WE WERE TRYING --.

21 Q. TRYING TO GET THEIR MONEY?

22 A. TRYING TO GET A LOT OF.

23 THE COURT: TRYING TO GET MONEY?

24 A. YEAH TRYING TO GET MONEY SO I SAID SOMETHING TO HIM
25 TO TRY TO GET HIM TO QUIT SCREAMING AT THEM AND I DO REMEMBER
26 THAT THAT CONVERSATION -- BECAUSE HE THEN SAID WELL WHO DO
27 YOU REPRESENT AND I SAID I REPRESENT THE TRIBE AND THEN THE
28 NEXT MORNING, I WASN'T AWARE I WAS FIRED UNTIL THE NEXT

1 MORNING, I SENT AN E-MAIL TO THE ATTORNEY DOWN IN SAN DIEGO,
2 LIBRA'S ATTORNEY BECAUSE THERE WAS STILL SOME OUTSTANDING
3 ISSUES IN THE AGREEMENT THAT HAD NOT YET BEEN FINALIZED. IT
4 WAS GETTING CLOSE BUT THERE WERE STILL TERMS TO BE NEGOTIATED
5 AND HE E-MAILED ME BACK AND SAID YOU KNOW I THINK HAD YOU
6 BETTER CHECK AND FIND OUT WHAT WAS GOING ON AND HE APPARENTLY
7 HAD ALREADY BEEN NOTIFIED THAT MR. STEIN HAD FIRED ME.

8 Q. SO JUST TO CLARIFY LIBRA'S COUNSEL WAS NOTIFIED YOU
9 WERE TERMINATED BEFORE YOU WERE?

10 A. YES. AND I WAS NOTIFIED BY I THINK MR. STEIN
11 CALLING MY SECRETARY AND TELLING HER THAT I'D BEEN FIRED.

12 Q. SO HE DIDN'T TELL YOU DIRECTLY?

13 A. NO.

14 Q. HE DIDN'T CALL YOU, HE DIDN'T E-MAIL YOU?

15 A. NOT INITIALLY I THINK WE HAD A DISCUSSION AFTER,
16 AFTER THAT. AND IT MAY BE THAT I JUST WASN'T IN THE OFFICE
17 AT THE TIME SO HE GAVE NOTICE TO MY SECRETARY.

18 THE COURT: HE GAVE NOTICE TO YOUR SECRETARY?

19 A. YES.

20 THE COURT: NOT BARBARA GARCIA, SOMEONE NAMED
21 BARBARA GARCIA?

22 A. NO.

23 THE COURT: NO, OKAY.

24 Q. BY MS. IBARRA: DO YOU KNOW WHO BARBARA GARCIA?

25 A. I -- NO, I DON'T.

26 Q. SO HAD THE LIBRA INVESTMENT AGREEMENT CLOSED AT THAT
27 POINT?

28 A. NO HUH-UH. NO AND IT WASN'T FINAL YET EITHER, THERE

1 WAS STILL SOME OUTSTANDING ISSUES WHICH IS WHY I WAS
2 CONTACTING THE LIBRA LAWYER.

3 Q. SO THERE WAS STILL A LOT OF WORK TO DO BEFORE
4 YOU --?

5 A. THERE WAS SOME WORK, WE HAD QUITE A BIT OF IT DONE
6 BUT IT WAS NOT FINISHED.

7 Q. EXAM HOW MANY DAYS OR WEEKS BEFORE THE CLOSING OF
8 THE AGREEMENT WAS IT THAT YOU WERE TERMINATED?

9 A. I'M [-P] -- I'M NOT SURE, I THINK IT WAS MAYBE THREE
10 OR FOUR DAYS, I'M NOT DEFINITE ON THAT BUT I DO RECALL THAT
11 THE DEAL WASN'T DONE.

12 Q. AND JUST TO CLARIFY, THE ONLY PEOPLE WHO WERE
13 WORKING ON THE DEAL AT THAT POINT ON BEHALF OF THE TRIBE WAS
14 YOURSELF AND MR. STEIN?

15 A. YES.

16 Q. SO DO YOU KNOW HE -- AFTER HE FIRED YOU IF HE HIRED
17 REPLACEMENT CORPORATE COUNSEL?

18 A. I'M NOT AWARE OF ANY, I'M NOT AWARE THAT HE DID.

19 Q. SO AS FAR AS YOU HAVE KNOW HE HANDLED IT BY HIMSELF?

20 A. AS FAR AS I KNOW. I DON'T KNOW THAT HE HIRED ANYONE
21 ELSE, I'VE NEVER HEARD THAT.

22 Q. WOULD IT BE EASY TO HIRE REPLACEMENT COUNSEL,
23 CORPORATE COUNSEL AT THAT POINT?

24 A. IT PROBABLY WOULD BE, I MEAN FOR ONE THE TRIBE
25 DIDN'T HAVE THE MONEY TO PAY HOURLY FEES SO MY FIRM HAD
26 AGREED TO DO IT ON A PERCENTAGE BASIS AND TO HIRE SOMEONE
27 WHEN IT'S NOT CLEAR YOU'RE GOING TO BE ABLE TO PAY THEM IF
28 THE DEAL WOULD CLOSE I GUESS THEY MIGHT HAVE BEEN BUT NOTHING

1 IT EVER CERTAIN UNTIL IT'S DONE. I THINK IT WOULD HAVE BEEN
2 HARD BUT I DON'T KNOW IF HE TRIED OR NOT.

3 Q. JUST TO CLARIFY BECAUSE I ASKED IF YOU IT WOULD HAVE
4 BEEN EASY AND YOU SAID YES AND THEN YOU SAID IT WOULD HAVE
5 BEEN HARD?

6 A. NO I MEAN I THINK IT WOULD HAVE BEEN HARD TO HIRE
7 SOMEONE.

8 Q. IT WOULD HAVE BEEN HARD, OKAY?

9 A. IS TO JUST DO THE FINAL WORK THAT WAS STILL OUT
10 STANDING.

11 Q. BECAUSE PAYMENT WOULDN'T HAVE BEEN UNCERTAIN?

12 A. YEAH PAYMENT WOULD HAVE BEEN UNCERTAIN. JUST TIMING
13 T TOOK MONTHS -- WELL NO NOT WEEKS, I THINK IT TOOK WEEKS TO
14 WORK THROUGH OUR ENGAGEMENT LETTER IN PART BECAUSE OF THE
15 CONTINGENT FEAST ASPECT OF IT AND I HAD TO GO TO MANAGEMENT
16 AND GET APPROVAL SO THEY HAD TO THINK IT THROUGH SO IT TOOK
17 US QUITE A WHILE, I CAN'T TELL YOU HOW MANY WEEKS BUT IT
18 CERTAINLY WASN'T DONE IN A COUPLE OF DAYS.

19 Q. OKAY. SO AND WHAT ARE THOSE CLOSINGS LIKE FOR THESE
20 BIG SOPHISTICATED FINANCIAL TRANSACTIONS. IS IT JUST PEOPLE
21 SIGNING DOCUMENTS AT THE END?

22 A. YEAH THERE'S -- SOMETIMES PEOPLE MEET IN THE SAME
23 ROOM AND SIGN DOCUMENTS WHICH COULD HAVE HAPPENED HERE
24 BECAUSE EVERYONE WAS IN LOS ANGELES SO THAT WOULD HAVE BEEN
25 EASY TO DO IS SIGN DOCUMENTS AND THE DEAL DOESN'T REALLY
26 CLOSE UNTIL THE MONEY IS WIRED AND HITS THE BANK ACCOUNT OF
27 THE PERSON WHO IS GETTING THE MONEY.

28 THE COURT: WELL NOBODY EVER CALLED YOU AND SAID CAN

1 YOU TURNOVER YOUR FILE, I'M TAKING OVER THE CASE?

2 A. NO.

3 THE COURT: I'VE BEEN HIRED BY THE TRIBE?

4 A. NO.

5 THE COURT: SO CAN YOU GIVE ME YOUR FILE?

6 A. NO. I DON'T THINK THEY WOULD HAVE NEEDED IT BECAUSE
7 MR. STEIN HAD COPIES OF EVERYTHING WE HAD DONE UP UNTIL THEN.

8 THE COURT: OKAY.

9 MS. IBARRA: OKAY. I'M GOING TO HAVE HAD YOU LOOK
10 AT DEFENDANT'S EXHIBIT 644 WHICH IS THE LIBRA INVESTMENT
11 AGREEMENT.

12 THE COURT: YOU SAID 44.

13 MS. IBARRA: 644.

14 THE COURT: 644.

15 MR. FORDYCE: YOUR HONOR QUICK QUESTION JUST FOR THE
16 RECORD, DO WE HAVE TO RE IDENTIFY FOR THE EACH PHASE OF THE
17 TRIAL BECAUSE THIS HAS ALREADY BEEN IDENTIFIED.

18 THE COURT: NO.

19 MR. FORDYCE: OKAY THANK YOU I JUST WANTED TO BE
20 ABSOLUTELY CLEAR.

21 THE COURT: YEAH, NO.

22 MR. FORDYCE: SO THIS HAS BEEN IDENTIFIED.

23 THE COURT: 644? .

24 MS. IBARRA: 644.

25 THE COURT: AND IT HASN'T BEEN IDENTIFIED YET OR IT
26 HAS.

27 MR. FORDYCE: IT HAS YOUR HONOR.

28 THE COURT: OKAY THANK YOU.

1 MR. FORDYCE: YOU GOT IT AND ADMITTED ON SIX, 30.

2 Q. BY MS. IBARRA: MS. BARRETT ARE YOU FAMILIAR WITH
3 THIS DOCUMENT?

4 A. WELL IT'S BEEN A NUMBER OF YEARS BUT I THINK THE
5 MAIN DOCUMENT LOOKS SOMEWHAT FAMILIAR BUT THE FOOTER, I DON'T
6 THINK WAS WHAT WE USED AT THE FIRM IS SD DASH THREE 14 SIX
7 18.

8 Q. SO DID YOU DRAFT THE FIRST DRAFT OF THIS?

9 A. OH WE WENT THROUGH A NUMBER OF DRAFTS BUT YEAH UNTIL
10 I WAS FIRED I WAS MAKING THE CHANGES.

11 Q. DID MR. STEIN ALSO MAKE CHANGES?

12 A. I DON'T BELIEVE HE -- HE WOULD SOMETIMES TELL ME
13 WHAT CHANGES HE WANTED MADE BUT, I WOULD INPUT IT SO WE WOULD
14 HAVE THE CONTROL DOCUMENT.

15 Q. DID YOU DO INTERLINEATIONS?

16 A. SURE; RED LIGHTS.

17 Q. RED LINES?

18 A. SURE, WE DID COMPUTER RED LINES ALL THE TIME.

19 Q. SO YOU DID COMPUTER RED LINES?

20 A. YES.

21 Q. AND YOU MAINTAINED THE MASTER COPY?

22 A. SURE I WOULD SEND HIM AN E-MAIL OF THE REVISED
23 DOCUMENT I THINK RED LINES THAT'S THE PRACTICE I FOLLOWED.

24 Q. BUT IS THERE A LAWYER THAT WANTS TO KEEP THE MASTER?

25 A. YEAH YOU HAVE DON'T WANT TO HAVE GET A CONTRACT AND
26 HAVE DIFFERENT PEOPLE MAKING CHANGES ON DIFFERENT VERSIONS
27 BECAUSE IT JUST GETS HARD TO KEEP TRACK OF WHAT THE AGREEMENT
28 WAS SO I WAS HANDLING THE CONTRACT, I MEAN IT WAS ON OUR

1 FIRMS SYSTEM AND WE WOULD MAKE THE CHANGES.

2 Q. OKAY. AND HE WOULD RED LINE AND SENT YOU RED LINES?

3 A. YEAH RED LINE OR JUST CALL AND WE WOULD DISCUSS THE
4 CHANGES.

5 Q. OR INTERLINEATIONS OR WHATEVER?

6 A. YES YES.

7 Q. SO THE FOOTER HERE INDICATES THAT SOMEBODY ELSE DID
8 THE FINAL?

9 A. WELL I DON'T RECALL THAT BEING OUR FOOTER BECAUSE
10 LET'S SEE I WAS AT -- I WAS AT MAGUIRE WOODS SO IT WOULD
11 PROBABLY BE SOMETHING-- I MEAN IT'S NOT A FOOTER THAT I
12 RECOGNIZE. YOU ALWAYS PUT A FOOTER ON THE DOCUMENT SO YOU
13 CAN FIND IT EASILY.

14 Q. RIGHT. AND CAN I POINT YOU TO EXHIBIT B OF THAT
15 AGREEMENT?

16 A. I DON'T RECALL THAT WE HAVE HAD ALL THE SIGNATURE
17 PAGES DONE, WE COULD HAVE, THAT I DON'T REMEMBER.

18 Q. BUT DON'T YOU DO SIGNATURE PAGES AT CLOSING?

19 A. WELL YOU KNOW THAT'S 169 LAST THINGS HAD YOU PUT IN
20 BUT YEAH YOU HAVE TO HAVE SIGNATURE PAGES AT CLOSING, I'M
21 JUST NOT SURE WE'D ALREADY PUT THEM IN AT THE TIME I WAS
22 FIRED. EXHIBIT B?

23 Q. YES. .

24 THE COURT: DO YOU KNOW WHAT PAGE IS AT THE BOTTOM.

25 MS. IBARRA: WHAT PAGE IS AT THE BOTTOM?

26 A. IT'S '09 ONE.

27 MS. IBARRA: ZERO 901 IS THE BATES PAGE ON IT.

28 THE COURT: IS THAT S B 175?

1 A. YES.

2 Q. BY MS. IBARRA: ARE YOU FAMILIAR WITH THIS DOCUMENT?

3 A. NO.

4 Q. DID YOU RECALL THAT SENATE BILL 175 WAS AN ADDITION
5 OR AN IMPORTANT ATTACHMENT TO THIS AGREEMENT?

6 A. WELL I THINK DIFFERENT TRONCHES WERE GOING TO COME
7 IN WHEN DIFFERENT HURDLES MET, AND I DO RECALL MR. STEIN
8 TRYING TO GET SOME LAW I BELIEVE IN CALIFORNIA BUT IN
9 CALIFORNIA THERE'S SEVERAL MECHANISM WHEN TRYING TO GET
10 RECOGNITION FROM CONGRESS, GO THROUGH THE INDIAN AFFAIRS
11 DEPARTMENT, THEY ALSO THOUGHT THERE WAS A WAY TO GET
12 CALIFORNIA RECOGNITION OR APPROVAL SO THAT WAS ONE OF THE
13 THINGS THAT HE WAS GOING TO BE WORKING ON, I DO RECALL
14 TALKING ABOUT THAT. I DON'T RECALL SEEING THIS. IT'S WEIRD
15 HAD HAS SOME QUESTION MARKS RIGHT AFTER THE.

16 Q. YES, WITH YOUR FAMILIARITY WITH THIS AGREEMENT IS
17 THIS SUPPOSED TO BE REPRESENTING ITSELF AS SENATE BILL 175?

18 A. NO, I DON'T THINK SO THERE -- I THINK THAT WAS
19 SOMETHING THAT WAS STILL BEING WORKED ON, THAT WAS STILL A
20 WORK IN PROGRESS.

21 THE COURT: YOU MEAN A BILL THAT HADN'T BEEN PAST?

22 A. YEAH (DITTO), YEAH. I DON'T EVEN KNOW IF ONE HAD
23 BEEN INTRODUCED, I DON'T RECALL THAT HAPPENING.

24 Q. MY QUESTION IS IF YOU THINK THIS REPRESENTS ITSELF
25 TO BE SENATE BILL 175 THE WAY THAT IT'S INTRODUCED IN LOOKING
26 AT THE CAPTION PAGE BEFORE IT?

27 A. YEAH UH-HUH. THAT IS, YEAH, AND IT STATES IT WAS
28 AMENDED ON JUNE 28TH SO.

1 Q. SO THIS PRE [THAEPBDZ] IT IS SENATE BILL 175.

2 MR. STEIN: OBJECTION PRETENDS.

3 THE COURT: SUSTAINED?

4 A. YEAH IT APPEARS TO BE A DRAFT OF IT AT LEAST, OF A
5 PROPOSED.

6 Q. BY MS. IBARRA: DOES IT INDICATE ANYWHERE THAT THIS
7 IS A DRAFT?

8 A. NO.

9 Q. DOES IT INDICATE ANYWHERE THAT IT'S AN ATTORNEYS
10 COPY OF WHAT SHOULD BE SENATE BILL 175?

11 A. NO. LET'S SEE.

12 Q. DO YOU NOTICE THAT THE FONT CHANGES RADICALLY?

13 A. THE FONT CHANGES, YEAH IT DOES, THAT'S KIND OF ODD,
14 I HAVEN'T SEEN THAT.

15 MS. IBARRA: .

16 MR. STEIN: OBJECTION SPECULATION.

17 THE COURT: NO OVERRULED.

18 MR. STEIN: OBJECTION VAGUE AS TO FONT WHAT DOES SHE
19 NO ABOUT FONTS USED IN SACRAMENTO, THERE'S NO FOUNDATION,
20 OBJECTION NO FOUNDATION.

21 THE COURT: OVERRULED I MEAN THEY LOOK LIKE
22 DIFFERENT FONTS, I MEAN -- OVERRULED?

23 A. SO I DON'T RECALL EVER HAVING SEEN THIS BEFORE
24 THIS --

25 Q. SO WHILE YOU WERE ENGAGED THIS WAS NEVER SOMETHING
26 THAT YOU INSERTED -- IF YOU HAD BEEN REQUESTED TO INSERT A
27 COPY OF THE SENATE BILL 175, IS THIS THE FORMAT THAT YOU
28 WOULD HAVE SUBMITTED IN?

1 A. NO I WOULD HAVE COPIED IT FROM THE -- I WOULD HAVE
2 COPIED IT FROM THE STATE LEGISLATIVE SIDE. ANY BILL THAT
3 GETS POSTED SO YOU CAN RUN IT OFF.

4 Q. AND THAT'S PUBLIC INFORMATION AS FAR AS YOU KNOW?

5 A. YES. BUT NO, I DON'T RECALL RECEIVING THIS AND IN
6 MY UNDERSTANDING -- I DON'T RECALL HIM TALKING ABOUT THAT
7 LEGISLATION WAS ACTUALLY INTRODUCED, I KNEW THERE WAS
8 DISCUSSION, HE WAS JUST TALKING TO PEOPLE ABOUT IT. I DON'T
9 RECALL IT AT THIS LEVEL.

10 Q. AND THIS FORMAT IS UNORTHODOX?

11 A. YES, YEAH. IN TAX LAW WHICH I DO A LOT OF --.

12 THE COURT: WELL, UNORTHODOX FOR PUTTING INTO AN
13 AGREEMENT OR --

14 MS. IBARRA: YES THANK YOU FOR THE CLARIFICATION.

15 Q. WOULD THIS BE UNORTHODOX FOR INCLUDING THIS IN THIS
16 AGREEMENT LIKE THIS.

17 THE COURT: IN THIS FORMAT OR USING THE BILL IN A
18 FINANCING DOCUMENT?

19 MS. IBARRA: USING THE BILL IN THIS FORMAT?

20 A. WELL I CAN SEE ONE REASON WHY YOU WOULDN'T WANT TO
21 DO IT AND THAT IS UNLESS IT WAS ACTUAL LEGISLATION AND YOU
22 REALLY DON'T NEED TO INCLUDE SOMETHING IN DRAFT FORM AND
23 STILL BEING DEBATED AND CONSIDERED, IN A WAY BY PUTTING IN A
24 WE REPRESENTING SOMETHING IS GOING TO HAPPEN AND WE ALL KNOW
25 THAT WITH A BILL THERE'S ALL SORTS OF THE CHANGES AND
26 AMENDMENT AMENDMENTS AND REVISIONS AND BOATS BUT IT'S NEVER A
27 DONE DEAL UNTIL IT'S PASSED BY BOTH THE SENATE, YOU KNOW BY
28 BOTH -- AND THE ASSEMBLY AND SIGNED BY THE GOVERNOR. SO I

1 DON'T --

2 Q. SO IS THIS SOMETHING. I WOULD RECOMMEND AGAINST
3 INCLUDING IT BECAUSE THEN THE OTHER SIDE COULD SAY YOU
4 PREMISED THE DALE ON THIS AND IF YOU DON'T GET IT THROUGH
5 THEN YOU'RE IN BREACH.

6 Q. YOU ACTUALLY ANSWERED MY NEXT QUESTION SO THANKS.
7 SO AFTER YOU WERE REQUIRED, DID MR. STEIN CALL -- HAVE ANY
8 COMMUNICATION WITH YOUR PARTNERS?

9 A. YES SOME MONTHS LATER WE DID APPROACH HIM ABOUT
10 GETTING PAID FOR TIME THAT HAD BEEN SPENT AND THIS WAS AFTER
11 WE HAD [PHERPLD] WITH MAGUIRE WOODS AND ONE OF THE PARTNERS
12 FROM THE EAST COAST WAS ASSISTING ME WITH IT AND APPARENTLY
13 AT ONE POINT MR. STEIN CALLED THEM.

14 THE COURT: WHEN YOU SAY THEM WHO IS THEN?

15 A. HE CALLED THE PARTNER FROM THE EAST COAST FROM
16 MAGUIRE WOODS WHO WAS HELPING ME HANDLE -- I DON'T KNOW IF HE
17 CALLED HIM OR THE HEAD PARTNER AT MAC CHOIR WOODS BUT SOMEONE
18 AT THE TOP ECHELON WHO FRANKLY I DIDN'T REALLY KNOW BECAUSE
19 WE WERE IN LOS ANGELES NOT BACK EAST AND TOLD THEM I WAS
20 THING ABOUT LEAVING.

21 MR. STEIN: OBJECTION NONSUIT AND HEARSAY.

22 THE COURT: YEAH IT WOULD BE HEARSAY, IT WOULDN'T BE
23 HEARSAY [STKPR] DEFENDANT.

24 MS. IBARRA: MR. STEIN.

25 THE COURT: BUT YOU'VE GOT ANOTHER LEVEL OF HEARSAY
26 FROM THE PARTNER SO IF YOU GET OVER BOTH THEN YOU CAN BRING
27 IT IN BUT YOU'VE ONLY GOTTEN OVER ONE HURDLE SO SUSTAINED.

28 MS. IBARRA:

1 Q. SO DID MR. -- DID YOU EVER HAVE ANY COMMUNICATION
2 WITH MR. STEIN -- AFTER THE FIRING?

3 A. ONLY ABOUT GETTING FEES AND I THINK I TALKED TO HIM
4 A FEW TIMES BUT AGAIN THE PARTNER FOR MAGUIRE WOODS TOOK OAF
5 A LOST COMMUNICATION.

6 Q. SO THEN YOU HAD NO DIRECT COMMUNICATION.

7 THE COURT: NO YOU HAD SOME BUT THEN?

8 A. I SOME.

9 THE COURT: BUT IT WAS TAKE EVERY OVER BY THE
10 PARTNER. SO WHAT WERE YOUR COMMUNICATIONS WITH MR. STEIN.

11 A. JUST ABOUT GETTING PAID WHAT WE WERE OWED BECAUSE
12 WE --.

13 THE COURT: HOW MUCH WERE YOU OWED?

14 A. SPENT A LOT OF TIME. I THINK IT WAS AROUND 160,000,
15 I THINK THAT'S WHAT THE FINAL AMOUNT WAS BUT WE HAD -- I HAD
16 SPENT A LOT OF TIME, AN ASSOCIATE AT THE FIRM I WAS WITH ALSO
17 SPENT A LOT OF TIME SO WE HAD A LOT OF TIME PENDING AND WE
18 GET TO TAKE IT ON A CONTINGENT FEE BASIS BUT ONCE THE MONEY
19 CAME IN I THINK WE HAD DONE A LOT BULK OF THE I THINK A LOT
20 OF THE WORK WAS DONE BY THE TIME HE FIRED ME.

21 THE COURT: SO WHAT WAS DID YOU SAY YOU SAID I WANT
22 MY FEES AND THE RESPONSE WAS WHAT?

23 A. WELL THE RESPONSE WAS HE OFFERED A VERY LOW NUMBER I
24 BELIEVE INITIALLY AND WE DIDN'T ACCEPT THAT AND I THINK THE
25 DEFENSE WAS MORE THAT THE DEAL IT CLOSED AFTER I BEEN FIRED,
26 I DON'T REMEMBER FOR SURE BUT IT WAS MORE THAN A NEGOTIATION
27 ON THE NUMBER PRIMARILY.

28 Q. SO DID HE SAY THAT THAT BECAUSE HE HASN'T THE

1 CLOSING BECAUSE IT WAS AN IMPORTANT LEGAL REQUIREMENT?

2 A. I DON'T RECALL THAT BECAUSE CERTAINLY I DIDN'T CLOSE
3 THE DEAL BECAUSE HE FIRED ME BUT I WOULD SAY AT LEAST 90
4 PERCENT OF THE WORK WAS DONE OR AT LEAST [TWAO*] QUITE A BIT
5 OF IT. SO WE WERE OWED THE MONEY AND WE HAD AGREED TO DO IT
6 BASED ON A CERTAIN PROMISE AND SO WHEN THEY DID GET THE
7 FUNDING, OUR PROMISE ACCRUED AND WE ASKED FOR THE MONEY. SO
8 MY QUESTION IS NOT WHETHER YOUR FEES WERE JUSTIFIED OR NOT,
9 BECAUSE THAT'S NOT IN CONTENTION BUT WHETHER MR. STEIN'S
10 CONTENTION WAS THAT HE HANDLED A LOT OF THE LEGAL WORK AND
11 THAT'S.

12 Q. HE WAS WITHHOLDING THE FEES.

13 MR. STEIN: OBJECTION LEADING.

14 THE COURT: OVERRULED.

15 A. I DON'T RECALL THAT SPECIFICALLY, I DON'T.

16 MS. IBARRA: OKAY THAT'S FINE SO I THINK THAT'S ALL
17 I HAVE FOR YOU MS. BARRETT.

18 THE COURT: OKAY THANK YOU. CROSS-EXAMINATION.

19 MR. STEIN: MS. BARRETT THANK YOU FOR COMING, NICE
20 TO SEE YOU AGAIN?

21 A. YEAH NICE TO SEE YOU.

22 Q. ALWAYS A VERY INTELLIGENT WOMAN. LET ME GO PIECE BY
23 PIECE PRETTY MUCH THROUGH THE SAME STORY IF I CAN BECAUSE WE
24 MAY FEEL SOME DIFFERENT FACTS MIGHT COME OUT AND IF YOU DON'T
25 MIND I HOPE HAD YOU WON'T FIND DISTRACTING BUT I HAVE A HABIT
26 OF WRITING THINGS DOWN JUST THE BIG POINTS?

27 A. UH-HUH.

28 Q. FIRST WE HAVE TO FIND THE RIGHT PAGE. AND LET'S

1 HOPE IT DOESN'T COME TUMBLING DOWN SO KEEP YOUR DISTANCE. SO
2 FIRST OF ALL YOU SAID OVER 90 PERCENT OF THE WORK WAS DONE IS
3 THAT CORRECT?

4 A. I BELIEVE IT WAS AROUND THAT AND MAYBE EVEN MORE.

5 Q. WOULD IT BE A GOOD ESTIMATE TO SAY 90 TO 95 PERCENT?

6 A. YOU KNOW THAT SOUND ABOUT RIGHT, IT'S BEEN WHAT, 10
7 YEARS SO IT'S A LITTLE HARD TO REMEMBER.

8 Q. OKAY, '95. AND THEN WAS THE CLOSING HANDLED BY
9 MORRISON & FOERSTER FROM THEIR SAN DIEGO OFFICE?

10 A. I DON'T KNOW YOU FIRED ME.

11 Q. OKAY. I'M GOING TO PUT FROM MOFO QUESTION MARK
12 RIGHT BECAUSE YOU DON'T KNOW. CAN I REFER YOU TO EXHIBIT --
13 THE EXHIBIT YOU WERE JUST LOOKING AT LET ME GET THE RIGHT
14 NUMBER, 644 BUT I'M GOING TO PUT YOU TO A DIFFERENT EXHIBIT,
15 EXHIBIT E.

16 THE COURT: OF OF THAT SAME DOCUMENT E OF THAT SALE
17 DOCUMENT, IT'S EXHIBIT E, PAGE 9 27, THE BATES STAMP?

18 A. YES, I HAVE IT.

19 Q. SO THIS IS EXHIBIT WHAT NUMBER WAS THAT MARILYN?

20 A. ZERO NINE 26.

21 Q. 644, EXHIBIT E AND THAT'S PAGE 9 27, RIGHT?

22 A. YES.

23 Q. AND THAT'S A BUDGET RIGHT?

24 A. THAT'S WHAT IT LOOKS LIKE.

25 Q. AND IS IT THE BUDGE THE FOR TWO POINT \$15,000,000?

26 A. ARE YOU TALKING ABOUT THE TOTAL RAW USES?

27 Q. YES.

28 A. IT'S 2,000,000 1947 THOUSAND DOLLARS.

1 Q. 2,000,000 29 SEVEN VERY GOOD. AND TO YOUR KNOWLEDGE
2 WAS THAT PART OF THE NEGOTIATION THAT MR. STEIN HANDLED IN
3 HOW WOULD THE ORIGINAL MONEY COME OUT AND BE USED AND IT
4 WOULD BE USED IN ACCORDANCE WITH THIS BUDGET IN EXHIBIT E?

5 A. I REMEMBER SEEING SOME BUDGET THAT I I THINK DID
6 DEAL WITH THE FIRST PAYMENT BUT I DON'T RECALL THAT IT WAS
7 THIS, I REMEMBER SOME DISCUSSION ABOUT IT BUT DO I -- I DON'T
8 REMEMBER THIS EXACT BUDGET.

9 Q. BUT THE IDEA WAS AS PART OF THE FINANCING, LIBRA
10 WOULD GIVE 2.15 MILLION FOR SURE AND THAT BUDGET -- THAT
11 MONEY WOULD BE SPENT IN ACCORDANCE WITH THE BUDGET THAT WOULD
12 BE IN AN EXHIBIT WHETHER IT'S THIS ONE OR ANOTHER?

13 A. I VAGUELY RECALL SOMETHING LIKE THAT YES.

14 Q. SO IT SOUNDS ACCURATE TO YOU?

15 A. I THINK IT COULD BE ACCURATE, YES.

16 Q. UNDER TRANSACTION COSTS -- BY THE WAY, IN YOUR
17 FINANCING, ARE TRANSACTION COSTS, ESPECIALLY SMALLER
18 FINANCINGS LIKE \$20,000,000 AS COMPARED TO SOME YOU HANDLED
19 FOR OVER -- HAVE YOU HANDLED SOME FINANCING OVER
20 \$100,000,000?

21 A. YES.

22 Q. YOU'VE HANDLED A LOT THAT ARE OVER 100 MILLION,
23 HADN'T YOU?

24 A. I DON'T KNOW. YEAH, I'VE WORKED WITH SOME MAJOR
25 FIRMS, SO FIRMS THAT HAD LARGE DEALS.

26 Q. AS AN ESTIMATE WOULD YOU SAY AT LEAST 20 OVER 100
27 MILLION?

28 A. I WOULDN'T KNOW.

1 Q. WOULD YOU SAY AT LEAST 10 OVER 100 MILLION?

2 A. YOU KNOW, THAT'S VERY PLAUSIBLE, BUT I DIDN'T REALLY
3 KEEP COUNT.

4 Q. SO AN ESTIMATE MIGHT BE YOU HANDLED BETWEEN 10 AND
5 20 TRANSACTIONS OVER 100 MILLION?

6 A. POSSIBLY, YES.

7 Q. NOW ON A SMALLER TRANSACTION LIKE SOMETHING WHERE
8 ONLY 2,000,000 IS COMING OUT, AREN'T TRANSACTION COSTS A BIG
9 DEAL?

10 A. YES I WOULD THINK SO.

11 Q. AND TRANSACTION COSTS MIGHT NOT BE SUCH A BIG DEAL
12 IF IT WAS 100 MILLION BUT IF IT WAS ONLY TWO, TRANSACTION
13 COSTS COULD CHEW UP A BIG CHUNK OF THAT COULDN'T THEY?

14 A. YES.

15 Q. AND IN THIS CASE THE TRANSACTION COSTS WERE THREE
16 \$13,000 OUT OF 2.15 MILLION. ABOUT WHAT PERCENTAGE WOULD
17 THAT BE?

18 A. WELL YOUR EXHIBIT SAYS 14.6 PERCENT.

19 Q. AND OUT OF THE THREE 13 K HOW MUCH WAS ALLOTTED FOR
20 YOUR ATTORNEYS' FEES?

21 A. 130,000.

22 Q. AND I'M GOING TO PUT MARILYN BARRETT EVEN THOUGH IT
23 WAS FOR YOUR FIRM AND COULD YOU GIVE ME THE NUMBER AGAIN?

24 A. 130,000.

25 Q. 130,000. SO IT'S A BILLING PART OF THOSE
26 TRANSACTION COSTS ISN'T IT?

27 A. YES.

28 MS. IBARRA: I'M GOING TO OBJECT AS TO RELEVANCE.

1 THE COURT: OVERRULED.

2 MR. STEIN: I'M GETTING THERE WILL.

3 Q. NOW MS. BARRETT I'D LIKE TO TAKE YOU BACK TO EXHIBIT
4 38 AND THEN 40 SO IF WE CAN HOOK AT EXHIBIT 38 AND THEN 40?

5 A. DO YOU HAVE THE NUMBERS, PAGE NUMBERS.

6 Q. THEY'RE ONLY ONE PAGE.

7 THE COURT: IT'S IN THE OTHER BOOK, EXHIBIT 38.

8 MS. IBARRA: IT'S IN THE BLACK ONE ACTUALLY THERE'S
9 A LOOSE LEE LEAF UNDERNEATH THE BINDER.

10 MR. STEIN: COULD MS. IBARRA HELP HER WHILE I DO
11 THIS.

12 THE COURT: YES.

13 Q. BY MR. STEIN: NOW THERE WERE FOUR POINTS IN EXHIBIT
14 38 IS THAT CORRECT?

15 A. YES.

16 Q. AND THIS IS FROM MR. STEIN TO YOU?

17 A. YES.

18 Q. AND IT SAYS DEAR MARILYN YOU WERE RIGHT ABOUT THE
19 CONSTITUTION. DO YOU REMEMBER WHAT THAT MEANT?

20 A. WELL, I THINK WHAT IT MEANT WAS I HAD DONE A LITTLE
21 READING ABOUT TRIBES AND BY GETTING FEDERAL RECOGNITION AND
22 SOMETHING I READ MUST HAVE -- OR MAYBE I TALKED TO SOMEBODY
23 TO SAY THAT THE TRIBE NEEDED A CONSTITUTION, THAT'S WHAT THAT
24 MEANS.

25 Q. BUT IN FACT WASN'T THIS ENTIRE LIBRA TRANSACTION
26 PREMISED ON NOT GETTING FEDERAL RECOGNITION, IT WAS ONLY
27 PREMISED ON GETTING A BILL SOMETHING LIKE WHAT SENATE BILL
28 175 PASSED TO CREATE THE LAND FOR A STATE RESERVATION, NO

1 FEDERAL RECOGNITION?

2 A. MY RECOLLECTION WAS THAT YOU WERE GOING AT IT FROM
3 SEVERAL DIFFERENT DIRECTIONS AND THAT EITHER WOULD -- YOU
4 KNOW THEY WOULD GET TO PARTICIPATE IN OTHERS, BUT IT HAS BEEN
5 A LONG TIME SINCE I READ IT.

6 Q. SO IT WAS EITHER STATE OR FEDERAL WHICHEVER MADE
7 MONEY FIRST?

8 A. YES.

9 Q. IS THAT THE IDEA?

10 A. UH-HUH.

11 Q. IS THIS THE FIRST TIME THAT DEALT WITH INVESTORS
12 THAT WANT TO MAKE MONEY FIRST?

13 A. I'M NOT SURE WHAT YOU -- COULD YOU REPEAT YOUR
14 QUESTION? I DIDN'T UNDERSTAND.

15 Q. IS IT A CHARACTERISTIC OF ANY MANY FINANCE
16 TRANSACTIONS THAT YOU WORKED ON THAT THE INVESTORS WANT TO
17 MAKE MONEY AS FAST AS POSSIBLE?

18 A. I THINK THAT'S GENERALLY THE CASE.

19 Q. SO NUMBER ONE YOU WERE RIGHT ABOUT THE CONSTITUTION,
20 WASN'T THAT A CONSTITUTION JUST FOR AN UNINCORPORATED
21 ASSOCIATION NOT FOR AN INDIAN TRIBE?

22 A. I DON'T RECALL. I HAVE GUESS I'M THINKING OF THE
23 INDIAN TRIBE BECAUSE I KNOW THAT AT SOME POINT THEY DID
24 HIGHER AN INDIAN LAWYER TO HELP THEM. THIS WAS AFTER I WAS
25 FIRED OR -- WELL AT SOME POINT THEY WERE HIRED TO DRAFT A
26 CONSTITUTION.

27 Q. CAROL SCHWARTZ FROM WASHINGTON, D.C.?

28 A. NO, IT WAS A GUY FROM OKLAHOMA.

1 Q. OH, OKLAHOMA. JOHN VELIE FROM OKLAHOMA?

2 A. YEAH, JOHN VELIE.

3 Q. THAT'S NOT THIS TRANSACTION, THAT'S A YEAR LATER?

4 A. OKAY. THAT COULD BE --

5 Q. SO LET ME LAY A FOUNDATION.

6 THE COURT: LET HER FINISH.

7 MR. STEIN: OKAY.

8 A. SO I'M NOT SURE THEN WHAT YOU'RE TALKING ABOUT,
9 MAYBE I WAS USING YOUR WORD CONSTITUTION BECAUSE I THINK AN
10 UNINCORPORATED ASSOCIATION DOES NEED LIKE BYLAWS OR SOMETHING
11 LIKE THAT, YOU KNOW SOME GOVERNING DOCUMENT.

12 Q. WEREN'T YOU THE ONE THAT FOUND OUT THAT WHAT WE
13 SHOULD BE IN AN UNINCORPORATED ASSOCIATION WITH A GOVERNING
14 DOCUMENT THAT COBBLE CALLED A BILATERAL, COULD BE CALLS
15 APPRAISALS, OR COULD BE CALLS A CONSTITUTION?

16 A. I DON'T RECALL THAT AT ALL.

17 Q. OH, YOU DON'T RECALL THAT?

18 A. NO.

19 Q. YOU WERE THE ONE THAT SUGGESTED OUT THAT THE AN
20 UNINCORPORATED ASSOCIATION WAS THE VEHICLE THAT THE INVESTORS
21 WOULD BE SAFEST IN?

22 A. NO BECAUSE I WOULDN'T HAVE -- I DON'T THINK I WOULD
23 HAVE MADE THAT DECISION.

24 Q. AND THEN WHEN THIS SAYS DEAR MARILYN, MARILYN, YOU
25 YOU WERE RIDE ABOUT THE CONSTITUTION?

26 A. UH-HUH.

27 Q. THAT DIDN'T REALLY REFER TO THE FACT THAT HAD YOU
28 SOLVED THIS PROBLEM WITH THE UNINCORPORATED ASSOCIATION AND

1 GOVERNING DOCUMENTS AND ALL THEY WANTED WAS A CONSTITUTION?

2 A. IF I WAS ADVISING SOMEONE IN GOING AND FINANCE AND
3 SOMEBODY WAS PUTTING MONEY INTO SOMETHING, I WOULD NEVER
4 ADVISE AN UNINCORPORATED ASSOCIATION I WOULD ALWAYS ADVISE
5 LIMITED LIABILITY COMPANY OR SOME ENTITY LIKE THAT SO I GUESS
6 THAT'S WHAT WHY I WAS SAYING IT WAS MORE ABOUT THE
7 CONSTITUTION AS AN INDIAN TRIBE.

8 Q. OH I SEE, I SEE. AND GIVEN THAT THIS WAS AN INDIAN
9 TRIBE YOU HAVE DIDN'T THINK AN UNINCORPORATED ASSOCIATION
10 WOULD BE A GOOD MED HE WILL?

11 A. I'M REALLY NOT SURE WHAT YOU'RE GETTING AT BECAUSE
12 YOUR QUESTION ISN'T MAKING SENSE TO ME.

13 Q. OKAY VERY GOOD.

14 A. YEAH IT'S GENERALLY INVESTORS WANT -- WHEN YOU'RE
15 TALKING ABOUT AN INDIAN TRIBE, IT'S A VERY DIFFERENT, YOU
16 KNOW, TYPE OF ENTITY THAN NORMAL. IF YOU'RE JUST TALKING
17 ABOUT A REGULAR OLD BUSINESS YOU'RE GOING TO ALWAYS ADVISE
18 THEM TO FIT IT IN A LIMITED LIABILITY ENTITY, EITHER A
19 LIMITED LIABILITY COMPANY OR A CORPORATION, IT COULD BE AN S
20 CORPORATION OR REGULAR CORPORATION. THAT'S JUST WHAT YOU DO.
21 THERE MAY BE OCCASION WHERE IT MAKES SENSE TO HAVE THEM IN A
22 VEHICLE THAT DOES HAVEN'T AT LIMITED LIABILITY PROTECTION BUT
23 THAT WOULD BE VERY RARE.

24 Q. AND THEN NUMBER 3, YOU HAVE SAID THE IDEA OF A
25 FINANCING AND LIMITED LIABILITY COMPANY?

26 A. UH-HUH.

27 Q. COULD YOU NOW IN LIGHT OF THESE IDEAS OF SIMPLE
28 CORPORATE STRUCTURES, COULD YOU READ NUMBER 3 AGAIN?

1 A. YES. I'M CALLING NEW COUNSEL AS I MENTIONED TO HELP
2 WITH INDIAN ISSUES. I'M NOT ENTIRELY CONVINCED WE NEED THEM
3 BECAUSE YOU ARE HERE FOR ALL THE CORPORATE ISSUES AND I CAN
4 HANDLE INDIAN ISSUES WELL ENOUGH TO RESPOND TO INVESTOR
5 COUNSEL. IN ESSENCE THE QUESTION SEEMS CORPORATE LAW DULY
6 ORGANIZED, VALIDLY EXISTING, AND FULLY AUTHORIZED.

7 Q. AND IN FACT WASN'T THAT SOMETHING THAT YOU CAME UP
8 WITH AS A REALLY SMART WAY TO PASSIFY THE INVESTORS IN LIE OF
9 THE PROBLEMS OF A STATE RECOGNIZED TRIBAL, JUST MAKE IT A
10 NORMAL THING, DULY ORGANIZED, VALID EXISTING AND FULLY
11 AUTHORIZED?

12 A. I DON'T RECALL WHAT YOU'RE TALKING ABOUT I REALLY
13 DON'T.

14 Q. AND DO YOU RECALL THAT INVESTOR COUNSEL IN FACT
15 BOUGHT OFF ON THIS VERY BROUGHT IDEA?

16 A. IS THE IDEA INCLUDED IN THE DOCUMENT?

17 Q. IN THE LIBRA?

18 A. YES.

19 Q. READ IT, TAKE A LOOK. .

20 THE COURT: IN ITS IN THERE MAY BE YOU COULD GUIDE
21 HER TO WHERE IT MAY **[-BG]**, OTHERWISE SHE'S GOING TO BE
22 LOOKING THROUGH QUITE A FEW PAGES.

23 MR. STEIN: I HAVEN'T LOOKED AT THE AGREEMENT YOUR
24 HONOR SO SHOULD I JUST MOVE OP TO ANOTHER TOPIC. IT SAYS IN
25 NUMBER 3 I AM CALL NEW COUNSEL WOULD THAT BE THE WASHINGTON
26 BASED INDIAN NEW COUNSEL?

27 A. IT COULD BE.

28 Q. AND THEN NUMBER 4, COULD YOU READ NUMBER 4?

1 A. LET INVESTOR COUNCIL COUNSEL ISSUE ITS COUNSEL AND
2 THAT COUNSEL COULD RELY UPON TRIBAL GENERAL COUNSEL
3 LAMOTHE.

4 Q. AND WHAT DOES IT MEAN WHEN AN INVESTORS COUNSEL
5 RELIES ON SOME OTHER LAWYER IN A FINANCING TRANSACTION?

6 A. WELL I WOULD ASSUME THAT SINCE MS. LAMOTH DID
7 PRIMARILY I THINK MINUTES FOR THE TRIBE --.

8 Q. YOU MEAN RESOLUTIONS?

9 A. RESOLUTIONS, YES.

10 Q. WELL HOLD ON IT, SO RAE LAMOTHE PRIMARILY ABOUT THE
11 RESOLUTIONS FOR THE TRIBE?

12 A. MEMBERSHIP UNDERSTAND IS SHE DID AT LEAST A LOT OF
13 THEM AND DO YOU HAVE -- IT LOOKS TO ME LIKE YOU'RE RESPONDING
14 TO MAYBE AN E-MAIL I SENT TO YOU, DO YOU HAVE A COPY OF
15 THAT.

16 Q. THIS IS NOT MY EXHIBIT MA'AM?

17 A. OKAY.

18 Q. SO --?

19 A. WELL IT'S COMMON IN LEGAL OPINIONS AND AGAIN I'M --
20 I DON'T REMEMBER THIS SPECIFIC ONE BUT ONES I'VE WORKED IS
21 THAT IN A LEGAL OPINION, IN A FINANCING TRANSACTION AND
22 THAT'S WHAT THIS LOOKS LIKE IT'S CALLED A DEVELOPMENT FUNDING
23 AGREEMENT WHICH IS MORE LINE A LOAN AGREEMENT, YOU DO ALWAYS
24 HAVE TO GIVE REPRESENTATIONS ABOUT, YOU KNOW THE ORGANIZED
25 BEEN DULY ORGANIZED, IT'S COMPLIED WITH THE LAWS, IT'S DONE
26 WHAT IT NEEDS TO DO AND THE OTHER SIDE IS ENTITLED TO RELY ON
27 THOSE AND SO WHAT I DO WHEN I'M WORKING ON A LEGAL OPINION IN
28 A FINANCE TRANSACTION I WILL ACCEPTED -- I WILL ABSOLUTELY

1 REVIEW IF IT'S A CORPORATION THE CORPORATE MINUTES BUT I WILL
2 ALSO SEND A STATEMENT TO BE SIGNED BY THE OFFICERS THAT THEY
3 ARE DULY ORGANIZED INTO THEY'VE DONE THE THINGS AND YOU KNOW
4 YOU GET DOCUMENTS FROM SECRETARY OF STATE PROVING IT'S A
5 CORPORATION OR LLC IS STILL IN GOOD STANDING THAT KIND OF
6 THING. SO THAT SOUND TO ME LIKE WHAT'S AT ISSUE IS SOMETHING
7 ABOUT WHETHER THEY CAN RELY ON REPRESENTATIONS OF IN THIS
8 CASE BE THE BORROWERS COUNSEL AND WE WOULDN'T GET DEALS DONE
9 IF THE LENDING -- THE LENDER HAD TO GO IN AND GO THROUGH ALL
10 THE DOCUMENTS, YOU KNOW THAT JUST ISN'T PRACTICAL. SO YOU
11 ENGAGE -- YOU GIVE EACH OTHER REPRESENTATIONS, YOU HAVE LEGAL
12 OPINIONS THAT RELY ON THOSE REPRESENTATION AND THEN SAY YOU
13 KNOW THE CORPORATIONS IN GOOD STANDING, YOU KNOW IT'S LEGAL.
14 SO I THINK THAT'S ALL I'M REFERRING TO THERE.

15 Q. SO IN OTHER WORDS H OF THE IDEA WAS THEY HAD TO RELY
16 ON SOMEBODY, WHY NOT RELY ON THE TRIBES LAWYER AND THEN IN
17 RELIANCE ON HER REPRESENTATIONS, THEN MOFO COULD GIVE ITS
18 OPINION TO ITS CLIENTS?

19 A. WELL GENERALLY -- LET'S SEE.

20 THE COURT: I'M NOT SURE WE'VE ESTABLISHED IF MOFO
21 WAS INVOLVED IN THAT, IS MOFO INVOLVED IN THIS.

22 MS. IBARRA: [*FR].

23 MR. STEIN: INVESTOR COUNSEL LET ME.

24 THE COURT: WELL HAVE WITH [STAEUBD].

25 MS. IBARRA: OBJECTION CALLS FOR SPECULATION?

26 A. I DON'T UNDERSTAND WHAT YOU'RE ASKING, I REALLY
27 DON'T.

28 MR. STEIN:

1 Q. WELL YOU'VE ALREADY SAID IT SO LET ME GO BACK OVER
2 WHAT YOU SAID TO LET ME BREAK IT DOWN --?

3 A. IF I HAD THE OTHER DOCUMENT BUT I UNDERSTAND THIS
4 ISN'T YOUR EXHIBIT.

5 THE COURT: YOU MEAN THE PRIOR E-MAIL HUH MEAN?

6 A. YEAH THE PRIOR E-MAIL BECAUSE I'M LOOKING AT AN
7 E-MAIL THAT WAS I DIDN'T KNOW OVER 10 YEARS AGO AND IT WAS
8 CLEARLY SEEMED TO BE REPLYING TO SOME THINGS I HAVE RAISED
9 AND ALSO THIS IS AN E-MAIL FROM YOU SO YOU'RE THE ONE THAT
10 SAYS LET THE INVESTOR COUNSEL ISSUES HIS OPINION AND COUNSEL
11 CAN RELY ON THAT SO PERHAPS YOU'RE IN A BETTER POSITION TO
12 EXPLAIN WHAT IT MEANS THAN I AM.

13 Q. ONCE AGAIN LET ME BREAK IT DOWN IN ELEMENTS EXACTLY
14 WHAT WE'RE TALKING ABOUT?

15 A. OKAY.

16 Q. AND YOU CAN TELL ME WHICH ELEMENT RIGHT OR WRONG.
17 SO IN A FINANCING TRANSACTION ISN'T ONE OF THE ABSOLUTE
18 REQUIREMENTS THAT THE INVESTORS HAVE THEIR OWN LAWYER LIKE
19 MORRISON & FORESTER VERY SUBSTANTIAL FIRM?

20 A. UH-HUH.

21 Q. GIGANTIC MALPRACTICE POLICY AND THAT LAWYER SAYS IF
22 YOU INVEST MONEY WITH THEM, WE WILL GIVE YOU OUR LEGAL
23 OPINION THAT THEY ARE FOR REAL, THAT THEY'VE MADE THE RIGHT
24 REPRESENTATIONS, THAT THEY A REALY LEGAL ENTITY AND YOUR
25 MONEY IS NOT GOING TO GO INTO SOME RABBIT HOLE?

26 A. AND GENERALLY THOUGH BOTH SIDES TRADE LEGAL OPINIONS
27 AND SINCE I HAD BEEN FIRED I KNOW MY FIRM DIDN'T ISSUE A
28 LEGAL OPINION, SO ARE YOU SAYING THE TRIBE MUST HAVE ISSUED

1 ONE AS WELL AS LIBRA BECAUSE YEAH LIBRA WOULD OPINE TO THE
2 TRIBE THAT IT'S A REAL CORPORATION, IT'S CONDUCTED.

3 Q. NO NO FORGIVE ME, WHO WOULD OPINE TO WHOM?

4 A. LIBRA WOULD --

5 Q. MORRISON & FORESTER WOULD OPINE.

6 THE COURT: LET MANOMETER FINISH BECAUSE I CAN'T
7 FOLLOW HER?

8 A. LIBRA AS REPRESENTED BY MORRISON & FORESTER WOULD
9 HAVE HAD MORRISON & FORESTER ISSUE A LEGAL OPINION THAT LIBRA
10 IS A STAND UP COMPANY BASICALLY YOU KNOW THAT IT'S ACTUALLY
11 FORMED, IT'S REAL, IT'S COMPLIED WITH ITS LAWS, IT'S A GOOD
12 COMPANY.

13 THE COURT: ITS OFFICERS ARE AUTHORIZE TODAY ENTER
14 INTO CONTRACTS THAT KIND OF THING.

15 A. YES ABSOLUTELY. AND I WOULD THINK THE TRIBE WOULD
16 HAVE ALSO HAD TO GIVE A LEGAL OPINION TO LIBRA YOU THAT
17 WHOEVER WAS SIGNING WAS DULY AUTHORIZED TO SIGN THAT IT WAS
18 WHATEVER TYPE OF ORGANIZATION I THINK -- AND SO I KNOW I
19 DIDN'T ISSUE THE LEGAL OPINION SO I'M NOT SURE WHO DID.

20 Q. DOES IT SAY -- WELL DOESN'T MORRISON & FORESTER --.

21 THE COURT: ASSUMING THEY'RE THE ONES WHEN YOU SOME
22 LAW FIRM?

23 A. IN GENERAL -- YEAH MORRISON & FORESTER WERE THE
24 ATTORNEYS AT LEAST I TALKED TO BEFORE I WAS FIRED.

25 Q. BY MR. STEIN: FOR LIBRA?

26 A. FOR LIBRA.

27 THE COURT: SO THEY WERE THE LAWYERS FOR LIBRA,
28 OKAY.

1 A. YEAH. BUT GENERALLY IN A LENDING TRANSACTION BOTH
2 SIDES GIVE A LEGAL OPINION. YOU TRADE OPINIONS THAT YOU'RE
3 BOTH, THAT YOUR RESPECTIVE CLIENTS ARE IN GOOD STANDING, THAT
4 OFFICERS ARE AUTHORIZED TO SIGN, THAT IS COMMENT AND AGAIN
5 I'M JUST --

6 Q. .

7 Q. BY MR. STEIN: BUT ISN'T -- ARE YOU DONE?

8 A. OKAY I'M JUST STILL NOT UNDERSTANDING WHAT YOU'RE
9 ASKING ME.

10 Q. YOU HAVE KIND OF STOP YOUR QUESTIONS -- YOU STOP
11 YOUR ANSWERS AT A POINT THEN I'LL BE ABLE TO PICK IT UP BUT
12 WE WANT YOU TO GIVE THE COMPLETE ANSWER THAT YOU'RE
13 COMFORTABLE WITH. MOFO HAD ANOTHER OPINION AND AS IN MOST
14 FINANCING TRANSACTIONS, DOES MOFO GO TO ITS OWN CLIENT AND
15 SAY HEY EVEN IF MARILYN BARRETT'S FIRM IS TELLING US
16 SOMETHING, YOU HAVE REALLY WANT TO HEAR FROM IN MORRISON &
17 FORESTER, WE'RE THE REALLY BIG GUYS THAT YOU MOW; IS THAT
18 CORRECT, THAT MOFO GIVES AN OPINION TO LIBRA ON WHAT MOFO
19 SEIZE IN THE TRANSACTION, ON WHAT MOW FOES DUE DILIGENCE WAS?

20 A. WELL CERTAINLY MOFO WOULD HAVE DONE SOME DUE
21 DILIGENCE, IT WOULD HAVE READ THE CONTRACT, IT WOULD HAVE --
22 IT WOULDN'T GIVE THE OPINION ON THE VALIDITY OF THE TRIBE AND
23 ITS LEGAL EXISTENCE AND WHETHER IT'S OFFICERS WERE ENTITLED
24 TO SIGN ON BEHALF OF THE TRIBE.

25 Q. BY MS. IBARRA: WOULDN'T IT GIVE EXACTLY THAT
26 OPINION?

27 A. HUH?

28 Q. WOULDN'T IT GIVE EXACTLY THAT OPINION --

1 MS. IBARRA: OBJECTION ARGUMENTATIVE.

2 MR. STEIN: -- IN RELIANCE ON --

3 THE COURT: WAIT THERE'S AN OBJECTION. WHAT'S YOUR
4 OBJECTION.

5 MS. IBARRA: ARGUMENTATIVE.

6 MR. STEIN: MAY I HAVE THE QUESTION AGAIN FROM THE
7 BEGINNING.

8 THE COURT: YEAH.

9 MR. STEIN: BUT ONCE I FINISH PLEASE ANSWER IT THE
10 WAY YOU WANT.

11 Q. DOESN'T MOFO TELL LIBRA -- DOESN'T IT GIVE AN
12 OPINION ON GT TRIBE, CITY WHAT IF SAYS RIGHT THERE MOFO
13 OPINION TO LIBRA ON GT TRIBE, DON'T THEY TO THAT NUMBER ONE
14 AND NUMBER 2 THEY DO THAT BY RELYING ON THE LAWYER FOR THE GT
15 TRIBE?

16 A. THAT'S NOT THE WAY IT'S USUALLY DONE AND AGAIN I
17 DON'T REMEMBER IN THIS PARTICULAR CASE, USUALLY -- IF IT'S MY
18 CLIENT I WRITE THIS THE OPINION THAT THEY ARE ACTUALLY FORMED
19 AND THAT THEY ARE -- THE OFFICERS ARE AUTHORIZED, AND THEN
20 WITH RESPECT TO THE VALIDITY OF LIBRA, I WOULD ASSUME THAT
21 IT'S DULY FORMED, I MEAN SOMETIMES THERE IS RELIANCE, YEAH
22 IT'S NOT --.

23 THE COURT: WHO ARE YOU MAKINGN THAT REPRESENTATION
24 FOR I CAN LIKE IF YOU'RE REPRESENTING LIBRA?

25 A. UH-HUH.

26 THE COURT: AND YOU'RE MAKING REPRESENTATIONS ABOUT
27 LIBRA'S DULY FORMED AND THESE OFFICERS WERE ELECTED AND HAVE
28 AUTHORITY TO SIGN THIS AGREEMENT OR WHATEVER, YOU'RE MAKE

1 THAT LONG REPRESENTATION TO MORRISON & FORESTER, RIGHT, I
2 MEAN --?

3 A. IF I'M REPRESENTING LIBRA? .

4 THE COURT: RIGHT OR IS IT THE OTHER WAY AGAIN?

5 A. THEN IN THIS THIS.

6 MR. STEIN: NO FORGIVE ME, MORRISON & FORESTER
7 REPRESENTED LIBRA, LIBRA WAS A CLIENT OF MORRISON & FORESTER,
8 AND MORE AND FORGAVE TWO TYPES OF OPINIONS, DIDN'T THEY H
9 NUMBER ONE THEY GAVE AN OPINION TO THE TRIBE SAYING LIBRA IS
10 A STAND UP GUY AND NUMBER 2 THEY GAVE AN OPINION TO LIBRA
11 SAYING THE TRIBES A STAND UP GUY.

12 MS. IBARRA: OBJECTION.

13 MR. STEIN: BUT FOR THIS LATTER ONE -- BUT FOR THIS
14 LATTER ONE WE'RE RELYING ON THE TRIBES ATTORNEY.

15 THE COURT: IS THAT -- THE QUESTION IS IS THAT WHAT
16 HAPPENED?

17 A. WELL I DON'T RECALL IF THAT'S WHAT HAPPENED IN THIS
18 CASE BECAUSE AGAIN I WASN'T INVOLVED AT THE END BUT
19 NORMALLY -- I MEAN IF LIBRA GAVE AN OPINION TO -- IF MOFO
20 GAVE LIBRA AN OPINION THAT THE TRIBE WAS A GOOD TRIBE IT
21 WOULD HAVE BEEN DOING IT ON A RELIANCE, SOMETIMES THERE COULD
22 DID BE A RELIANCE IT'S ODD I DON'T REALLY SEE THAT TOO OFTEN
23 IT'S USUALLY WHEN YOU'RE ASSUMING THAT THE -- YOU ALSO
24 GENERALLY INCLUDE A PROVISION THAT SAYS THE CONTRACT WILL BE
25 BINDING BUT YOU MAKE A BUT OF ASSUMPTIONS ABOUT THAT, YOU'RE
26 MAKING ASSUMPTIONS THAT --

27 Q. WELL HOLD ON A SECOND IT'S NONRESPONSIVE PLEASE STOP
28 THERE.

1 THE COURT: WELL I ASKED THE QUESTION.

2 MR. STEIN: OH MY APOLOGIES.

3 THE COURT: I'M TRYING TO UNDERSTAND IT.

4 A. SO YOU WOULD -- YOU WOULD INCLUDE IN THE LEGAL
5 OPINION SOMETHING TO THE EFFECT THAT THE CONTRACT WILL BE
6 BINDING BUT YOU [PHAEUFBG] A BUNCH OF ASSUMPTION [-RZ], YOU
7 MAKE ASSUMPTION [-SZ] THAT THEY'RE HAD NOT LYING STUFF LIKE
8 THAT AND OFFICERS THAT WERE SIGNING ARE AUTHORITY USED
9 BECAUSE YOU HAVE TO DO THAT YOU IT JUST --

10 Q. RIGHT AND THOSE ASSUMPTIONS ARE IN RELIANCE ON THE
11 TRIBES ATTORNEY?

12 A. YEAH IN PART ON THE TRIBES ATTORNEY, ALSO.

13 Q. LET ME STOP YOU THERE, THAT'S FIFTH YES IS THAT A
14 "YES"?

15 A. NO, IT'S NOT A YES.

16 Q. FORGIVE ME?

17 A. IT'S IN PART BUT ALSO IN PART ON REPRESENTATIONS
18 FROM THE MANAGEMENT OF YOUR CLIENT. I ALWAYS SEND OUT TO MY
19 CLIENTS YOU KNOW REPRESENTATION THAT THEY SIGN SAYING THEY'VE
20 DONE THIS, THIS, AND THAT.

21 Q. MAY I NOW REFER YOU BACK TO PARAGRAPH 4 AND ASK YOU
22 TO READ PARAGRAPH 4?

23 A. LET INVESTOR COUNSEL ISSUE ITS OPINION AND THAT
24 COUNSEL CAN RELY UPON TRIBAL GENERAL COUNSEL LAMOTHE.

25 Q. SO DOES IS THAT REFER TO THE FACT THAT MOFO, COUNSEL
26 FOR LIBRA WOULD ISSUE AN OPINION THAT THE TRIBES A STAND UP
27 GUY BUT THAT MOFO WOULD RELY ON TRIBAL GENERAL COUNSEL
28 LAMOTHE FOR TO MAKE THEIR OPINION.

1 A. IF THAT IS WHAT YOU INTENDED IN THIS E-MAIL, I'M NOT
2 SURE THAT THAT WOULD BE UNUSUAL IN MY EXPERIENCE.

3 Q. SO LET ME WRITE UNUSUAL. LET ME ASK YOU AFTER THIS
4 VERY, VERY VERY LONG THING, DID THEY RELY ON MR. -- THE
5 ATTORNEY FOR THE TRIBE.

6 THE COURT: THEY MEANING?

7 A. WHO IS THEY.

8 Q. BY MR. STEIN: MORE AND STORE, LIBRA?

9 A. I DON'T KNOW I CAN'T SPEAK FOR THEM, I KNOW THAT I
10 HAVE FIRED, RAE LAMOTHE WAS NOT THAT INVOLVED IN THE
11 TRANSACTION TRANSACTION.

12 Q. DID THEY BEHIND STEAD NUMBER 4 RELY UPON TRIBAL
13 GENERAL COUNSEL RAE LAMOTHE?

14 A. NOT FOR THE DEAL POINTS I DON'T THINK BECAUSE TO MY
15 KNOWLEDGE MS. LAMOTH DOES NOT DO FINANCING TRANSACTIONS, SHE
16 WAS DOING, MY UNDERSTANDING WAS THE EQUIVALENT OF MINUTES
17 WHATEVER THEY WERE CALLED AND SOMEWHERE LIKE THAT, I DON'T --

18 Q. SO HAD YOU JUST DON'T WANT TO LOOK AT THE SIMPLE
19 WORDS.

20 THE COURT: MR. STEIN DO YOU HAVE YOU'VE GOT TO LET
21 MANOMETER FINISH DON'T CUSTOMER OR OF?

22 A. WHEN I WAS WORKING WITH YOU ON THIS MASTER, RAE
23 LAMOTHE HAD A PRETTY LIMITED PARTICIPATION IN THIS MATTER.

24 Q. BY MR. STEIN: BUT YOU DID ALL THE DRAFTING CORRECT?

25 A. WELL UNTIL I WAS FIRED, YES.

26 Q. SO --?

27 A. THE DRAFTING -- I THOUGHT WE WORKED VERY TOGETHER
28 VERY CLOSELY OBJECT THAT, CERTAINLY YOU HAVE HAD COMMENTS

1 WOULD THEN BE INPUTTED BUT I DID CONTROL THE MASTER DOCUMENT.

2 Q. WELL LET ME TALK ABOUT THAT A SEC, OKAY? MARILYN
3 DID DRAFTING AND CONTROLLED MASTER DOCUMENT, WOULD THAT BE
4 ACCURATE?

5 A. YES I THINK THAT WOULD BE ACCURATE UP UNTIL THE TIME
6 I WAS FIRED.

7 Q. UP UNTIL THE TIME YOU WERE FIRED. OKAY LET'S GO TO
8 EXHIBIT 40?

9 A. OKAY.

10 Q. AND THEN WE'LL CIRCLE BACK ON ONE LAST TOPIC AND
11 WE'RE DONE. YOU'RE FULL OF ENERGY MARILYN MUCH TO BE
12 ADMIRED.

13 THE COURT: WE WERE GOING TO STOP EARLY TODAY RIGHT.

14 MS. IBARRA: OH THAT'S RIGHT.

15 THE COURT: WE PROMISED EVERYBODY WE WERE GOING TO
16 STOP EARLY I THINK WE SAID 3:30.

17 MR. STEIN: WELL IF I HAVE 15 MORE MINUTES LEFT
18 WE'LL BE DONE.

19 THE COURT: YEAH FINE.

20 MR. STEIN: AND ONCE AGAIN, MARILYN, THANK YOU FOR
21 MAKING THIS GO SO SMOOTHLY. EXHIBIT 40, DEAR MARILYN COULD
22 YOU DRAFT A FORM OF WAIVER FOR US TO USE DO YOU READ THAT?

23 A. YES.

24 Q. AND NUMBERS ONE THROUGH FIVE YOU SAID THOSE ARE
25 PRETTY TYPICAL FOR WAIVERS YOU'VE DONE IN THE PAST?

26 A. WELL I'VE HAVE TO SIT AND LOOK AT THEM AGAIN,
27 IT'S --.

28 Q. PLEASE?

1 A. I WHAT I ASSUME YOU WERE DIRECTING WAS PROVISIONS
2 ABOUT WHAT -- AND LIMITATIONS ON WHAT LIBRA COULD SUE THE
3 TRIBE FOR IF SOMETHING WENT WRONG.

4 Q. DO YOU RECOGNIZE THESE AS THE KIND OF DEAL TERMS
5 THAT YOU HAD DONE -- HAD YOU SAID EARLIER THESE ARE THE KIND
6 OF DEAL TERMS THAT YOU HAD DONE BEFORE?

7 A. AND WAIVERS TOO.

8 THE COURT: YOU'VE GOT TO [HREUS] LET HIM FINISH TOO
9 SO NOW I'VE GOT TO LISTEN CAREFULLY?

10 A. SORRY YOUR HONOR.

11 THE COURT: DO YOU WANT HER TO RE-READ.

12 MR. STEIN: AND BY THE WAY THEY ARE NOT THE FINDER'S
13 OF FACT SHE'S THE FINDER OF FACT.

14 THE COURT: SO IF YOU TALK -- I MEAN EITHER WAY YOU
15 REALLY SHOULDN'T BE TALKING OVER EACH OTHER BUT I'M GOING TO
16 HAVE TO STOP YOU AND HAVE THE COURT REPORTER RE-READ THE MR.
17 STEIN'S QUESTION.

18 (RECORD READ.) .

19 THE COURT: IS THAT WHAT YOU --.

20 MR. STEIN: YES.

21 THE COURT: YOU MAY ANSWER?

22 A. SO MOST CONTRACTS DO HAVE A WAIVER OF SOME SORT OR
23 CERTAINLY TRY TO GET A WAIVER.

24 MR. STEIN:

25 Q. AND YOU SAID THESE ARE TYPICAL OF DEALS YOU HAD DONE
26 BEFORE, RIGHT?

27 A. WELL I THINK WITH THE STAGGERED PAYMENTS AND THE
28 CONDITIONS WHO PUT ON THE -- WHEN LIBRA WOULD BE OBLIGATED TO

1 MAKE THE ADDITIONAL PAYMENTS THAT THERE WERE ISSUES THAT YOU
2 DON'T RUN INTO WHENEVER YOU HAVE A CONTRACT BECAUSE YOU HAVE
3 A LOT OF CONTRACTORS THEY GET MONEY AND --.

4 Q. UH-HUH. LET ME ASK YOU MARILYN, IN 2006 YOU WERE
5 PRETTY MUCH AN IN DEMAND LAWYER WEREN'T YOU?

6 A. I DON'T KNOW I'M NOT GOING TO COMMENT ON THAT.

7 Q. IF YOU COULD ANSWER THE QUESTION PLEASE, COULD YOU
8 PLEASE -- COULD THE COURT REPORTER PLEASE REPEAT THE QUESTION
9 TO OUR MODEST WITNESS.

10 THE COURT: OKAY YOU MAY.

11 (RECORD READ.)?

12 A. I DON'T REALLY KNOW HOW TO ANSWER THAT. YEAH I'VE
13 HAD A FAIRLY DECENT LEGAL CAREER.

14 Q. BY MR. STEIN: AND THEN YOU WERE ALSO VERY MUCH A
15 LEADER OF THE WOMAN'S COMMUNITY IN LOS ANGELES IN 2006
16 WEREN'T YOU.

17 MS. IBARRA: OBJECTION RELEVANCE.

18 THE COURT: YEAH I'M NOT SURE OF THE RELEVANCE.

19 MR. STEIN: I'M GETTING THERE WELL SUSTAINED ON
20 WOMEN'S LEADER BUT.

21 MR. STEIN: DID YOU HAVE -- LET ME DO IT BACKWARDS,
22 DID YOU HAVE TO DRIVE AROUND A LOT, GO TO A LOT OF MEETINGS
23 IN MARCH OF 2006 BECAUSE YOU WERE AN IN-DEMAND CORPORATE
24 LAWYER AND A LEADING FIGURE IN THE WOMAN'S MOVEMENT IN LOS
25 ANGELES?

26 A. WELL I THINK THE TYPE OF LAW THAT I PRACTICE I
27 PROBABLY GO TO FEWER MEETINGS THAN SAY LITIGATORS I DO. I
28 WAS INVOLVED IN CERTAIN WOMEN'S ORGANIZATIONS BUT WE CALLED

1 IT MOST OF THE MEETINGS IF I WENT TO SOMETHING WOULD HAVE
2 BEEN AT NIGHT. I'M TRYING TO THINK WHICH ONES I WAS EVEN
3 INVOLVED IN AT THAT POINT IN TIME.

4 Q. DIDN'T YOU HAVE A BIG LEADERSHIP POSITION IN 2006,
5 THAT'S HOW FAR WE MET?

6 A. I ACTUALLY DON'T RECALL HOW WE MET OR HOW YOU GOT MY
7 NAME.

8 Q. WASN'T IT BECAUSE OF MY OWN SUPPORT FOR WOMEN'S
9 CAUSES IN LOS ANGELES IN 2005.

10 MS. IBARRA: OBJECTION RELEVANCE.

11 THE COURT: YEAH SUSTAINED, SHE DOESN'T RECALL.

12 Q. BY MR. STEIN: WOULD THESE POINTS ACTUALLY BE YOUR
13 POINTS WHILE YOU WERE DRIVING FROM MEETING TO MEETING AND MR.
14 STEIN WROTE THEM DOWN SO THAT NOT ONLY COULD RAE LAMOTHE SEE
15 THEM BUT SO THAT COULD YOU SEE THEM TO REMEMBER IN YOUR NEXT
16 DRAFTING SESSION AS YOU WERE DRIVING FROM MEETING TO MEETING
17 WE WERE GETTING THINGS DONE SO LONG AS MR. STEIN COULD GET IT
18 IN WRITING FOR YOU AS YOU DROVE ALONG?

19 A. I DON'T RECALL THAT AT ALL.

20 Q. YOU DON'T RECALL?

21 A. NO.

22 Q. BUT DO YOU RECALL THAT IT WAS SOMETHING OTHER THAN
23 THAT OR YOU JUST DON'T KNOW WHETHER THAT WAS THE CASE OR NOT?

24 A. IN 2006 AND FRANKLY EVERY YEAR I PRACTICE LAW I DO
25 GO TO MEETINGS AT TIMES, THAT IS TRUE, I DON'T THINK
26 EXCESSIVELY AT ALL. DID WE TALK AT TIMES WHETHER EITHER YOU
27 WERE IN MY CAR OR I WAS IN MY CAR, YES, WE DID, I'M QUITE
28 CONFIDENT WE DID AND SO THAT COULD BE WHAT THESE ARE ABOUT, I

1 DON'T KNOW BUT I DON'T RECALL THAT.

2 Q. SO YOU DON'T KNOW?

3 A. NO. AND THERE'S -- THERE'S NOTHING IN THIS E-MAIL
4 THAT INDICATES TO ME I WAS DICTATING THE TERMS.

5 Q. OR COULD IT BE MR. STEIN'S HABIT TO JUST GET THESE
6 RIGHT FOR SMART EXPENSIVE PEOPLE LIKE YOU.

7 MS. IBARRA: OBJECTION IT'S ARGUMENTATIVE AND FACTS
8 NOT IN EVIDENCE.

9 THE COURT: OVERRULED. WAS THAT COMMON, HE WAS JUST
10 TRYING -- WAS THAT SOMETHING COMMON THAT HE DID WITH YOU?

11 A. DID WHAT?

12 THE COURT: SOUNDS LIKE PROVIDE KIND OF THESE DRAFT
13 PROVISIONS SO --?

14 A. CERTAINLY. THERE WERE LEGAL TERMS HE ASKED US TO
15 PUT IN. YOU KNOW HE'S A LAWYER SO I DON'T THINK YOU JUST PUT
16 AWAY YOUR LEGAL KNOWLEDGE WITHOUT -- WHEN YOU'RE WORKING ON
17 SOMETHING. SO YOU HAVE KNOW THERE WAS TIMES WHEN HE DID
18 REQUEST CHANGES IN THE AGREEMENT, I NEVER THOUGHT THAT WAS
19 INAPPROPRIATE.

20 MR. STEIN:

21 Q. AND MS. BARRETT I'VE SAVED FOR LAST THE SENSITIVE
22 PART THAT IT PAINS ME TO BRING UP BECAUSE OF MY OWN BAD
23 CONDUCT AND THE FACT THAT YOU REALLY HAD WORKED VERY HARD ON
24 IN TRANSACTION AND DESERVE TO BE PAID. SO LET'S GO THROUGH
25 THAT NOW. AND LET'S START WITH WHAT YOU SAID AND THEN TAKE
26 IT LITTLE -- IF WE CAN TAKE IT LITTLE PIECE BY LITTLE PIECE
27 IT WILL PROBABLY BE EASIEST FOR THE JUDGE TO UNDERSTAND. SO
28 YOU HAVE SAID THAT MR. STEIN FIRED YOU. WAS THAT ON A

1 WEEKDAY?

2 A. I BELIEVE SO.

3 Q. ON A WEEKDAY?

4 A. I DO KNOW THAT I SENT AN E-MAIL TO LIBRA'S ATTORNEY
5 THE FOLLOWING MORNING BECAUSE HE WAS THE FIRST ONE ON E-MAIL
6 BACK TO ME THAT INDICATED THAT I HAD BEEN FIRED AND WE COULD
7 HAVE BEEN DOING THAT ON A SATURDAY TRYING TO GET SOMETHING
8 CLOSED BUT YOU THINK IT WAS A WEEKDAY.

9 Q. VERY GOOD NOW I WOULD LIKE TO STATE A NUMBER OF
10 FACTS TO SEE IF YOU RECOLLECT THEM SO PLEASE DON'T TAKE THESE
11 FACTS AS ANYTHING EXCEPT TO JOG YOUR RECOLLECTION SO YOU CAN
12 TELL THE JUDGE WHAT YOU REMEMBER?

13 A. OF COURSE.

14 Q. WAS MR. STEIN IN VIRGINIA ON THE SUNDAY BEFORE THIS
15 WEEK DAY?

16 A. I DON'T RECALL.

17 Q. WAS MR. STEIN AT A SHOOTING RANGE WITH A COLLEGE
18 BUDDY PAUL BENNETT?

19 A. I DON'T RECALL HEARING THAT.

20 Q. WAS MR. STEIN ON THE PHONE WITH YOU WHEN YOU WERE AT
21 BRUNCH WITH A FRIEND WITH THE SOUND OF THE RESTAURANT IN THE
22 BACKGROUND?

23 A. WHAT WERE WE TALKING -- SUPPOSEDLY TALKING ABOUT? I
24 MEAN THAT CERTAINLY COULD HAVE HAPPENED I DON'T --

25 Q. IT COULD HAVE BEEN HAPPENED?

26 A. YES.

27 THE COURT: ARE YOU TALKING ABOUT WHEN THIS FIRING
28 CONVERSATION OR BEFORE.

1 MR. STEIN: BEFORE THIS CONVERSATION WHERE SHE SAID
2 STEIN FIRED ME SO --.

3 THE COURT: BUT RIGHT BEFORE IT OR SOMETIME.

4 MR. STEIN: NO RIGHT BEFORE IT, THE SUNDAY BEFORE.

5 THE COURT: THE SUNDAY BEFORE, OKAY.

6 MR. STEIN: THE SUNDAY BEFORE IT AND YOU WERE AT
7 BRUNCH WITH A FRIEND IN LOS ANGELES AND MR. STEIN WAS IN
8 VIRGINIA WITH A COLLEGE FRIEND PAUL BENNETT.

9 THE COURT: IS THAT WHAT HAPPENED?

10 A. WHAT CONVERSATION ARE YOU REFERRING TO.

11 Q. BY MR. STEIN: A PHONE CONVERSATION?

12 A. A PHONE -- WE HAD A LOT OF PHONE CONVERSATIONS, YOU
13 KNOW.

14 Q. WELL, LET ME CONTINUE THAT FORGIVE ME AS I SAID I'M
15 GOING TO TAKE LITTLE BIT I BILL PIECE AND WASN'T MR. STEIN
16 DOING SOMETHING UNIQUE, WASN'T HE FIRING LIVE AMUNITION WITH
17 A GUN A- FRICTION IN ADDITION OH FRIEND WHO SHOT EVEN BETTER
18 THAN MR. STEIN SHOT?

19 A. I'D HAVE TO SAY I DON'T RECALL THAT, I THINK IT'S
20 SOMETHING I WOULD BECAUSE I'M VERY ANTI GUN.

21 Q. THAT'S GOOD?

22 A. BUT I DON'T RECALL THAT.

23 Q. THAT'S GOOD. YOU CERTAINLY WOULDN'T LIKE PAUL. AND
24 DIDN'T MR. STEIN ASK YOU FOR YOUR BILLS TO DATE AND HOW MUCH
25 YOU WERE GOING TO CHARGE AT THAT TIME?

26 A. I DO NOT RECALL BECAUSE WE HAD AN AGREEMENT WHICH
27 WAS BASED -- WHICH WAS A PERCENTAGE OF MONIES RAISED OR
28 SOMEHOW, IT WASN'T BASED ON HOURS.

1 Q. CAN YOU GO BACK TO EXHIBIT 38 AND POINT TWO.

2 THE COURT: WE'LL TAKE A BREAK.

3 MR. STEIN: WE'RE GOING TO TAKE A BREAK.

4 THE COURT: THEY LOOK TIRED AND WE WERE GOING TOO
5 MUCH RECESS BY 3:30 I'LL GO STRAIGHT THROUGH AND MARILYN
6 BARRETT WON'T HAVE TO COME BACK TO HOW MUCH DO YOU HAVE.

7 MS. IBARRA: I DON'T HAVE MORE THAN LIKE THREE
8 MINUTES OKAY.

9 THE COURT: IF THEY'RE WILLING TO DO IT?

10 A. YOUR HONOR I DON'T THINK I CAN COME BACK ON MONDAY,
11 I HAVE A SCHEDULE.

12 Q. BY MR. STEIN: IF YOU ANSWER QUICKLY THAT WILL BE
13 HELPFUL. WILL YOU READ NUMBER 2.

14 A. WE HAVE NOT SEEN ANY JANUARY FOR FEBRUARY CAN THEY
15 BE SENT TO TRIBAL HEAD QUARTERS, JONATHAN STEIN TRIBAL
16 DEVELOPMENT OFFICER.

17 Q. AS WE DON'T HAVE MUCH TIME, I'M GONG TO TAKE MORE
18 THAN TLITTLE PIECES AND FORGIVE ME FOR SAYING THIS, MARILYN,
19 WASN'T MR. STEIN TOLD BY YOU ON THIS SUNDAY THAT IF HAD YOU
20 DIDN'T GET PAID \$300,000 YOU WERE GOING TO KILL THE DEAL?

21 A. NO THAT WOULD NOT BE TRUE. I WOULD NOT EVER DO
22 THAT.

23 Q. YOU DID NOT SAY TO MR. STEIN, LISTEN, IF YOU DON'T
24 PAY ME 250 TO \$300,000 I WILL KILL THIS DEAL?

25 A. NO. ONE I DIDN'T HAVE THE ABILITY TO KILL THE DEAL
26 SO THAT WOULD BE A SILLY STATEMENT TO MAKE, AND NO UNDER MY
27 LEGAL OBLIGATIONS I WOULD NOT MAKE THAT THREAT.

28 Q. I SEE. AND DIDN'T MR. STEIN SAY MARILYN LET'S TALK

1 ABOUT THIS LATER TONIGHT I HAVE A GUN IN MY HAND AND I HAVE
2 TO REMAIN CALM?

3 A. I HAVE NO RECOLLECTION OF IT AT ALL AND AGAIN I
4 THINK GIVEN HOW STRONGLY I AM ANTI-GUN I THINK I WOULD HAVE
5 REMEMBERED THAT AND I DO NOT.

6 Q. I SEE AND DIDN'T MR. STEIN CALM YOU LATER THAT NIGHT
7 AND TELL YOU HE WAS DRINKING MINT JULIPS AND JEFFERSON SILVER
8 GOBLETS?

9 A. NO THAT -- THAT SOUND LIKE SOMETHING MORE I WOULD
10 HAVE EXPECTED YOU TO SAY I MEAN JUST IN CONVERSATION.

11 Q. OH THAT SOUNDS GOOD LIKE --?

12 A. WELL I DON'T KNOW IF I -- I DON'T REMEMBER THAT,
13 FRANKLY I DON'T REMEMBER WHAT PEOPLE DRINK ARE DRINKING 10
14 YEARS AGO TO BE HONEST.

15 Q. AND WASN'T MR. STEIN A LITTLE IRATE AND MAYBE HAD A
16 TRICK OR TWO AND SAID LISTEN LADY IF YOU THINK YOU'RE GOING
17 TO KILL THIS DEAL I'M GOING TO GET THE TRIBE TO FIRE YOU SO
18 YOU RETRACT THAT STATEMENT OR I'M GOING TOPPING BACK TO THE
19 TRIBAL COUNCIL AND GET YOU FIRED?

20 A. THAT IS -- I -- I HAVE NO RECOLLECTION OF THAT
21 WHATSOEVER THAT'S JUST --.

22 Q. AND YOU HAVE NO RECOLLECTION OF STEIN GETTING ANGRY
23 AND MAYBE A LITTLE DRUNK AND TELLING YOU THAT IF YOU DEMANDED
24 250 TO \$300,000 OR YOU'LL KILL THE DEAL THAT YOU BETTER
25 RETRACT THAT STATEMENT IMMEDIATELY OR HE WOULD GET YOU FIRED?

26 A. NO, I DON'T REMEMBER THAT AT ALL BUT I DO REMEMBER
27 YOU GETTING ANGRY QUITE OFTEN SO THAT I WOULD AGREE THAT I
28 DID ENCOUNTER THAT.

1 Q. WAS IT IN FACT A PROBLEM REGARDLESS OF MR. STEIN'S
2 ANGER, REGARDLESS OF YOUR DEMANDS, WASN'T IT A PROBLEM THAT
3 TRANSACTION COSTS ONLY PROVIDED 130,000 BUT YOU WANTED UP TO
4 300,000?

5 A. WE HAD A WRITTEN AGREEMENT THAT SPECIFIED WHAT OUR
6 COMPENSATION WAS TO BE. AT NO TIME DID I TRY TO DEVIATE FROM
7 THAT NOR DID MY FIRM SO WE WERE ONLY LOOKING AT THE TERMS OF
8 THE ENGAGEMENT LETTER ENTERED INTO INITIALLY AND WE IT WANT
9 TO GET PAID PURSUANT TO THAT AGREED UPON LETTER.

10 Q. AND DID THAT CONTINGENCY PERCENTAGE AMOUNT WORK OUT
11 TO 250 TO 300,000?

12 A. I DON'T RECALL.

13 Q. WOULD THAT BE ABOUT RIGHT ABOUT A PERCENT AND A
14 HALF?

15 A. DO YOU HAVE THE ENGAGEMENT LETTER.

16 Q. DO YOU MADAM? I DIDN'T CALL YOU AS A WITNESS.

17 THE COURT: WAIT WAIT?

18 A. NO IT'S JUST.

19 THE COURT: YOU GUYS DON'T ARGUE WITH YOU EACH
20 OTHER.

21 MR. STEIN: I'VE DONE THIS BEFORE SO MY APOLOGIES TO
22 THE COURT I HAVE DID THIS EXACT THING BEFORE.

23 THE COURT: YEAH DON'T ARGUE?

24 A. I DON'T REALLY EVEN REMEMBER THE SPECIFIC TERMS, , I
25 DO THINK THAT 300,000 KIND OF RINGS TRUE TO ME BUT I DON'T
26 REALLY KNOW FOR THE DEAL SO WE WERE DOING IT ON A COOPERATE
27 GENESSEE AND IT WASN'T BASED ON HOURLY AND WE RAN THE RISK OF
28 NOT GETTING PAID AT ALL.

1 Q. AND WASN'T THAT THE REAL PROBLEM IS THAT IN FACT YOU
2 DID DESERVE THAT MUCH MONEY BUT LIBRA HAD NOT PROVIDED THAT
3 MUCH MONEY?

4 A. I THINK WE MAY HAVE AGREED -- I'M NOT SURE BY BUT I
5 CAN SEE HOW WE WOULD AGREE TO TAKE PART NOW AND PART ON THE
6 NEXT [TROFP] THAT WOULD BE A HE VERY TYPICAL THING TO DO.

7 Q. AND WASN'T MR. STEIN OFTEN HOT UNDER THE [OERT]
8 COLLAR AND INAPPROPRIATE ANGRY AND [WR-PTD] YOU [PRAPD]
9 INAPPROPRIATE STUBBORN?

10 A. THE LAST CONVERSATION I REMEMBER HAVING BEFORE YOU
11 FIRED ME WAS WITH, IT WAS EITHER THE ATTORNEY FROM MORRISON &
12 FORESTER OR ONE OF THE FINANCE GUYS AT LIBRA AND THAT'S I'M
13 NOT TOTALLY CERTAIN WITH BUT YOU WERE SCREAMING AT HIM AND I
14 TRIED TO TELL -- PERSUADE YOU TO QUIT SCREAMING AT HIM
15 BECAUSE TO ME IT -- WHEN I REPRESENT A CLIENT WHO'S TRYING TO
16 GET MONEY FROM SOMEONE I USUALLY TRY NOT TO OFFEND THEM.

17 Q. DID THIS TRANSACTION IN FACT CLOSE?

18 A. IT'S MY UNDERSTANDING THAT IT DID. I WAS NOT THERE.

19 Q. WAS MORRISON & FORESTER ACTUALLY ABLE TO DO THE REST
20 OF THE LEGAL WORK AND MR. STEIN SIMPLY SAID YES OR NO TO WHAT
21 THEY SUGGESTED?

22 A. I DON'T KNOW I WAS FIRED.

23 Q. AND IN FACT THE LIBRA AGREEMENT WITH THE FOOTER THAT
24 YOU HAVE DON'T RECOGNIZE, THIS IS EXHIBIT 644, ISN'T THAT
25 FOOTER FROM THE SAN DIEGO OFFICE FROM MORRISON & FORESTER SD
26 DASH SIX LETTER -- SIX OR MORRISON & FORESTER CODES FOR THAT
27 LIBRA TRANSACTION?

28 A. THAT COULD BE I DON'T KNOW I JUST SAID I DIDN'T

1 RECOGNIZE IT.

2 Q. AND WOULD THAT BE INCONSISTENT WITH MORRISON &
3 FORESTER DOING THE LAST FIVE PERCENT OF THE WORK?

4 A. I DON'T KNOW, I MEAN I DO THINK THAT THE ATTORNEY
5 FOR THE MORRISON & FORESTER WAS QUITE CAPABLE SO HE COULD
6 HAVE HAD -- YOU KNOW DONE THE FINAL INPUT OF PROVISIONS BUT I
7 THINK THERE WAS STILL SOME OUTSTANDING ISSUES SO HE WOULD
8 HAVE HAD TO NEGOTIATE WITH SOMEONE ABOUT THE --.

9 Q. AND COULD MR. STEIN SIMPLY SAY YES TO THIS AND NO TO
10 THAT AND MORRISON & FORESTER COULD PUT YES AND PERSON AND MR.
11 FORECLOSURE WITH SOY MR. STEIN SAY YES OR NO DEAL, AND MR.
12 STEIN WOULD SAY YES?

13 A. THAT'S NEGOTIATING LEGAL TERMED THAT'S HOW IT GOES,
14 ONE SIDE SAYS WE WANT THIS THE OTHER SIDES SAYS OKAY OR NO OR
15 YOU TALK ABOUT SOME COMPROMISE SO IT'S -- I DON'T KNOW
16 WHAT -- WHAT YOU'RE GETTING AT THERE REALLY BECAUSE IN A
17 TRANSACTION HAD YOU EVER DON'T HAVE BOTH SIDES DRAFTING THE
18 DOCUMENT BECAUSE THAT WOULD BE MASS CONFUSION, ONE SIDE
19 HANDLES THE DOCUMENT. SO THE OTHER SIDE WHEN A LEGAL ISSUE
20 COMES UP ORDEAL POINT COMES UP, THE TWO SIDES TALK, THEY
21 EITHER AGREE WITH WHAT'S BEING OFFERED, DISAGREE OR THEY
22 REACH A COMPROMISE.

23 Q. DIDN'T MOFO TAKE YOUR LAST E-MAIL OF YOUR LAST DRAFT
24 WHETHER IT'S IN WORLD OR WORD PERFECT POPULAR IN 2006?

25 A. YEAH I HAVE THINK IT WAS PROBABLY WORD BY THEN.

26 Q. ONE OF THOSE TWO AND THEN SIMPLY PUT IT ON THEIR
27 SYSTEM WITH THEIR FOOTER AND USE ALL OF THE 95 PERCENT OF THE
28 WORK THAT YOU HAD AS A MASTER AND THEN DID THE LAST FIVE

1 PERCENT ON THEIR SYSTEM, WOULD THAT BE POSSIBLE FOR THE SAN
2 DIEGO OFFICE OF MORRISON & FORESTER?

3 A. WELL TECHNICALLY IT WAS POSSIBLE FOR THEM TO DO THAT
4 BECAUSE I WAS OF COURSE E-MAILING THE DOCUMENT TO THE
5 ATTORNEY IN SAN DIEGO BECAUSE THAT'S HOW YOU DO IT. I MEAN
6 THEY HAVE TO BE ABLE TO REVIEW IT. AND POSSIBLY YOU
7 PERMITTED MORRISON & FORESTER TO DECIDE WHAT THE REST OF THE
8 TERMS WERE OR IF YOU DIDN'T YOU AND THE ATTORNEY OR ONE OF
9 THE LIBRA PEOPLE WOULD HAVE DISCUSSED THE REMAINING TERMS AND
10 WOULD HAVE DISCUSSED HOW TO RESOLVE -- YOU HAVE KNOW WHAT
11 THEY WERE GOING TO BE.

12 Q. AND IN FACT DIDN'T MR. STEIN AFTER THE TRANSACTION
13 CLOSED PUT ASIDE IN ESCROW WITH LIBRA AT LEAST \$130,000 SO
14 THAT EVEN IF YOU COULDN'T AGREE THEN, THE MONEY WAS SAFE AND
15 SOUND FOR YOU NOT SOMEWHERE OFF WITH THE TRIBE?

16 A. I DON'T KNOW.

17 Q. YOU DON'T REMEMBER AN ESCROW WITH LIBRA FOR 130 OR
18 \$150,000?

19 A. NO. AT THIS TIME I DON'T.

20 Q. AND YOU DON'T REMEMBER THAT MAGUIRE WOODS PARTNER IN
21 FACT AGREED TO TAKE THE ESCROW AMOUNT?

22 A. I KNOW THAT YOU REACHED AN AGREEMENT WITH HIM AND --
23 LET ME THINK IF I CAN RECALL ANYTHING ABOUT AN ESCROW.

24 Q. LET ME PUT A QUESTION MARK?

25 A. YEAH. I MEAN I WASN'T PART OF ANY DECISION OR
26 DISCUSSION ABOUT AN ESCROW SO I WOULD BE JUST MAKING
27 PRESUMPTIONS.

28 Q. AND IN FACT WASN'T THE NEGOTIATION AS TO WHETHER THE

1 ESCROW AMOUNT WAS SUFFICIENT THAT YOU ATTENDED OR WHETHER OR
2 NOT IN FACT THE TRIBE WOULD HAVE TO SUPPLEMENT IT BY TAKING
3 MONEY FROM THE TRIBES BUDGET AND PUTTING IT OVER TO YOU, THIS
4 IS THE BUDGET EXHIBIT 8?

5 A. YOU'RE ASKING ME TO GIVE SOME KIND OF OPINION ON
6 THINGS THAT HAPPENED AFTER I WAS FIRED AND I WAS NOT INVOLVED
7 IN THE DISCUSSIONS AND I -- YOU KNOW I DON'T KNOW.

8 Q. OKAY BUT YOU SAID YOU WERE INVOLVED IN LATER FEE
9 DISCUSSIONS WHERE MR. STEIN AND YOU WERE BOTH PRESENT?

10 A. WHEN.

11 Q. AFTER CLOSE?

12 A. WHEN YOU WERE IN NEGOTIATION WITH MAGUIRE WOODS? I
13 THINK I WAS THEN, YES.

14 Q. AND WASN'T IN FACT THOSE DISCUSSIONS WHETHER OR NOT
15 MR. STEIN WAS KIND OF A JERK, WEREN'T THOSE DISCUSSIONS
16 ACTUALLY FAIRLY CIVIL BECAUSE MR. STEIN HAD PUT INTO ESCROW
17 THE BASIC AMOUNT SO THAT MAC CHOIR WOODS KNEW THAT THERE WAS
18 NO ACCEPTS OF DISHONESTY THERE?

19 A. AGAIN I DO RECALL -- I DON'T REALLY RECALL THAT.
20 BECAUSE THE PARTNER ON THE EAST COAST FROM MAGUIRE WOODS TOOK
21 PRIMARY RESPONSIBILITIES FOR YOU.

22 Q. LAST QUESTION BECAUSE I WANT TO LEAVE A LITTLE BIT
23 OF TIME FOR DELIA AND MAKE SURE YOU FINISH SO YOU DON'T HAVE
24 TO COME BACK AND OF COURSE THE COURT HAS ITS BUSY SCHEDULE
25 THAT STARTED EARLY THIS MORNING. EXHIBIT B, S B 175, WASN'T
26 EXHIBIT B JUST AN EXAMPLE OF WHAT THEY WANTED TO FINANCE?

27 A. I DON'T RECALL THAT. CAN YOU POINT ME TO A
28 PROVISION IN THE ACTUAL DOCUMENT THAT SAYS IT'S JUST A SAMPLE

1 AND NOT TO BE RELIED UPON.

2 Q. YOU KNOW THAT'S A GREAT QUESTION AND I WISH I COULD
3 BUT COME BACK ON MONDAY AND I'LL BE ABLE TO BUT IF YOU DON'T
4 COME BACK I'LL GIVE YOU ANOTHER QUESTION INSTEAD?

5 A. OKAY.

6 Q. OKAY. HAVE YOU EVER HEARD WHAT A GUT AND A MEND IS
7 IT?

8 A. A GUT AMENDMENT.

9 Q. NO A GUT AND A MEND?

10 A. NO, I'M NOT FAMILIAR WITH THAT TERM.

11 Q. IT'S A LITTLE VULGAR, BUT I'LL EXPLAIN IT TO YOU IF
12 YOU DON'T MIND. YOU'VE ALWAYS BEEN A TOUGH LADY IN A MAN'S
13 WORLD. GUT AND AMEND, YOU TAKE A BILL, IT'S GOT A HEADER
14 SAYING I'M A BILL, I'VE GOT A COMPUTER RECORD. YOU GUT IT,
15 YOU TAKE THE GUTS OUT LIKE AN ANIMAL AND YOU TAKE ALL THE
16 GUTS OUT SO YOU DON'T HAVE TO CARRY THEM WITH THE ANIMAL; AND
17 YOU GUT IT, THEN YOU AMEND IT BY STICKING IN A NEW SET OF
18 GUTS, LIKE A HEART TRANSPLANT, BUT IT'S A HEART TRANSPLANT, A
19 LIVER TRANSPLANT, A LUNG TRANSPLANT, AN INTESTINE TRANSPLANT,
20 AND A AT THE AND STOMACH. A GUT AND AMEND.

21 A. I'VE NEVER HEARD THAT TERM USED FOR THAT BUT I AM
22 AWARE THAT SOMETIMES BILLS ARE THAT ARE PENDING-G OR HAD
23 INTRODUCED ARE AMENDED FOR A TOTALLY DIFFERENT SUBJECT.

24 Q. EXAM DOESN'T THAT -- WELL ACTUALLY IT HAS TO BE A
25 SAME SUBJECT, IF AT A GAMING MANY SUBJECT IT'S GOT TO BE A
26 GAMING BILL THAT'S GUT AND AMENDED?

27 A. I DON'T KNOW THAT.

28 Q. YOU MAKE SACRAMENTO SOUND LIKE [TEUG] [AEUTS]

1 [WHAOEULD] TOWN WITHOUT RULES THEY HAVE THEIR RULES DON'T
2 THEY?

3 A. I THINK I'VE HEARD OF SOME OCCASIONS WHERE A WHOLE
4 NEW TOPIC WAS INTRODUCED.

5 Q. AND ISN'T THAT THE WAY YOU GO INTO THE MIDDLE A A
6 SEX WITHOUT A WHOLE LOT OF PEOPLE KNOWING WHAT DOING AND A
7 SPECIAL INTEREST BILL LIKE GAMBLING BY [TPAOEUBG]-G SWAY
8 DIFFERENT GAMBLING BILL THAT [PHOEB] SHOULD HAVE [STPHOELZ]
9 [AOE] GETTING IT PUT THIS CONTROVERSIAL THING IN IT AND HOPE
10 LIKE HECK IT GETS THROUGH THE LEGISLATIVE PROCESS BEFORE
11 ANYBODY WALKED UP?

12 A. WELL I THINK THAT HAS BEEN DONE.

13 Q. OKAY. SO IS IT OKAY IN SACRAMENTO, SOUNDS FAMILIAR,
14 AND SO S B 175 GOOD A GUT AND A MEND BILL?

15 A. IT COULD BE, I'M NOT FAMILIAR WITH IT. I THINK THE
16 CONTEXT OF IT BEING AS AN EXHIBIT IS WHAT WAS THE PURPOSE OF
17 IT BEING THERE AND WHAT DID LIBRA THINK IT WAS IN THEREFORE,
18 WAS IT SOME KIND OF ASSURANCE, WAS IT -- YOU KNOW WHY WAS IT
19 IT THERE.

20 Q. AND DIDN'T LIBRA WANT ITS \$2,000,000 TO BE USED IN A
21 PUSH OF A SPECIAL INTEREST GAMBLING GAME THAT NOT MANY PEOPLE
22 KNEW ABOUT THAT WOULD BANGO CREATE A CASINO IN LOS ANGELES
23 COUNTY?

24 A. WELL I THINK THAT WAS SOMETHING THAT THEY WERE
25 CERTAINLY -- I KIND OF RECALL THEY WERE INTERESTED IN THAT, I
26 FRANKLY RECALL TALKING ABOUT THE THREE DIFFERENT ALTERNATES
27 AND ONE BEING FEDERAL RECOGNITION AS WELL AND I DO BELIEVE
28 YOU WENT INTO A A LOT OF POLITICAL EVENTS WHICH IS I DID AS

1 WELL WHICH MAY BE WHERE HE ORIGINALLY MET.

2 Q. SURE H?

3 A. FOR PURPOSE OF FEDERAL AS WELL, I THINK ONLY OPTION
4 THAT WAS NOT GIVEN MUCH CONSIDERATION WAS GOING THROUGH THE
5 INDIAN INTERNAL AFFAIRS.

6 Q. BUREAU OF INDIAN AFFAIRS?

7 A. BECAUSE THAT TAKES DECADES.

8 Q. THE BIA?

9 A. BIA.

10 Q. BIA?

11 A. INDIAN AFFAIRS.

12 Q. TAKES DECADES?

13 A. OR AT TAKES 10 YEARS OR SO.

14 Q. SO DO YOU THINK LIBRA WAS MORE INTERESTED IN A QUICK
15 KIND OF A LITTLE [SHRAOEZ] [AOE] SPECIAL INTEREST BILL BY
16 THIS OBNOXIOUS GUY MR. STEIN WHO OFTEN LOST HIS TEMPER THAT
17 MIGHT ACTUALLY GET A CASINO IN L.A. COUNTY BEFORE A WHOLE LOT
18 OF PEOPLE REALIZED IT, WAS THAT WHAT THEY WANT TODAY SPEND
19 THEIR 2,000,000 BUCKS ON?

20 A. I DON'T RECALL DISCUSSIONS TO THAT EFFECT, I THINK
21 LIBRA WAS HOPING SOMETHING COULD BE DONE QUICKLY, I HAVE
22 THINK MOST FINANCIERS ARE INTERESTED IF THERE.

23 Q. AND DIDN'T THEY LIKE MR. STEIN NOT BECAUSE HE WAS A
24 LAWYER BUT BECAUSE HE WAS A SON OF A BITCH THAT WOULD RUN
25 THROUGH THE BRICK CALL AND [WEPL] RUINING UTILITY PRIEST EYE
26 (DITTO) NO MATTER HOW MANY TIMES HAD HE TO LOSS HIS TEMPER?

27 A. I HAD NO DISCUSSIONS WITH JESS OR ANY OTHER PEOPLE.
28 I DON'T KNOW.

1 Q. DID YOU SEE THAT SAME CHARACTER TRAIT IN MR.
2 STEIN?

3 A. YES.

4 Q. AND IN FACT DID MR. STEIN KIND OF ACTED LIKE A JERK
5 ABOUT YOUR \$300,000 PERCENTAGE INTEREST WHEN IN FACT YOU HAD
6 WORKED VERY HARD AND REALLY DESERVED IT?

7 A. WELL YOU KNOW IT'S I DON'T THINK IT'S APPROPRIATE TO
8 TALK ABOUT, YOU KNOW I'M NOT REALLY SURE WHAT YOU'RE GETTING
9 AT HERE, DID WE WANT TO GET PAID WHAT THEY WERE OWED, YES.

10 Q. NO FURTHER QUESTIONS AND HOPEFULLY I'VE LEFT FOUR
11 MINUTES INSTEAD OF THREE.

12 THE COURT: WELL WE'LL GIVE HER WHATEVER SHE NEEDS.
13 OKAY REDIRECT.

14 MS. IBARRA: JUST BRIEFLY, CAN YOU LOOK AT THE
15 INVESTOR AGREEMENT, 644, PAGE 7.

16 MR. STEIN: WHAT'S THE BATES STAMP.

17 MS. IBARRA: '08 '64.

18 MR. STEIN: THANK YOU.

19 MS. IBARRA: THE BATES STAMPS AT THE BOTTOM. CAN I
20 POINT YOU MIDWAY THROUGH THE PAGE THERE'S A DEFINITION FOR S
21 B 175?

22 A. OH YES I SEE THAT.

23 Q. CAN YOU READ THAT?

24 A. YEAH IT SAYS S B 175 SHALL MEAN CALIFORNIA SENATE
25 BILL 175, A COPY OF WRITE IS ATTACHED HERETO AS EXHIBIT B AS
26 AMENDED TO INCLUDE THE REGIONAL SOLUTION PROVISIONS IT
27 PERMITTING THE CONSTRUCTION OF ONE OR MORE LAS VEGAS STYLE
28 CASINOS IN LOS ANGELES COUNTY.

1 Q. DOES THIS INDICATE TO YOU THAT ATTACHMENT B IS
2 SUPPOSED TO BE A TRUE AND ACCURATE REPRESENTATION OF THIS
3 BILL?

4 A. YES.

5 Q. SO YOU WOULD EXPECT THIS SENATE BILL NUMBER 17 FIVE
6 TO BE THAT, A TRUE AND ACCURATE REPRESENTATION?

7 A. YES.

8 Q. AND WHO WOULD HAVE PROVIDED THAT, WOULD THAT HAVE
9 BEEN LIBRA INVESTORS OR SOMEBODY REPRESENTING THE GT TRIBE?

10 A. MOST LIKELY THE TRIBE BUT --.

11 Q. AND YOU HAVE KNOW YOU HAD NOTHING TO DO WITH
12 INSERTING THIS IN HERE?

13 A. NO.

14 Q. THAT'S ALL I HAVE THANK YOU.

15 THE COURT: ALL RIGHT. THANK YOU MA'AM YOU MAY STEP
16 DOWN?

17 A. THANK YOU. OKAY MONDAY WHEN DO WE WANT TO START.

18 THE CLERK: 9:30 YOUR HONOR.

19 THE COURT: WE CAN START AT 9:30 BUT YOU TELL ME IF
20 YOU WANT TO START AT 309 OR 10.

21 MS. IBARRA: 9:30 IS FINE.

22 THE COURT: SINCE WE'RE [TRAO*E] FREE NOW OF THE
23 JURORS YOU CAN SET YOUR TIME.

24 MR. STEIN: WHAT IS THE PURPOSE OF THE COURT.

25 THE COURT: WELL MY STAFF SAYS WE CAN PROBABLY START
26 AT 9:30.

27 MR. STEIN: MONDAY AT 9:30 IT WILL BE.

28 THE COURT: IF IT'S TOO MUCH TRAFFIC ISSUE I DON'T

1 KNOW WHERE YOU ALL ARE COMING FROM WE'LL START AT 10.

2 MR. STEIN: FORGIVE ME. LET ME TELL YOU THE
3 SITUATION AND YOU TELL ME IF IT'S OKAY, DAN CRANE WILL BE
4 HERE FLYING IN SUNDAY NIGHT AND BE HERE ALL DAY ON MONDAY IN
5 CASE THINGS TAKE A LITTLE LONGER ON CROSS RO REDIRECT OR
6 WHATEVER AND WE WOULD PLAN ON HIM STARTING AT 9:30 IF IT
7 MEETS THE CONVENIENCE OF ALL THE OTHER [STPHAOERTS] THAT'S
8 FINE WITH ME.

9 THE COURT: SO 9:30 MADAM COURT REPORTER.

10 THE REPORTER: YES, YOUR HONOR. THANK YOU.

11 MR. STEIN: COULD I [SKEU] NOVEM [AOEUFT] FLYING IN
12 FROM WASHINGTON, D.C. AND FLYING PACK OUT TO HIS FAMILY TO
13 THEIR VACATION IN PAIR PARIS COULD WE [AOE] MAKE JET [HRAPGD]
14 FROM SUNDAYS FLIGHT.

15 THE COURT: YEAH WE'RE NOT AS CONCERNED WITH THE
16 JURORS AND WE'VE BEEN STARTING EVERY DAY AT 10 ANYWAY, 10 IS
17 IT FINE WITH ME [SROPBGZ] EVERYBODY ELSE IS OKAY. PLAINTIFF
18 YOU'RE FINE.

19 MS. IBARRA: YES 10 IS [TPHAEUPB] [SKPEURBGS] HE
20 CAN MAY I HAVE [AEPLT] A PROBLEM TO AND THEN DELIA WOULD
21 CONTINUE WITH HER CASE IN CHIEF.

22 THE COURT: YES YES WE'D GO BACK TO HER, RIGHT AND
23 THEN -- WE'RE NOT MOVING TO YOURS, WE'RE JUST PUTTING ON A
24 PART OF YOURS TO ACCOMMODATE YOUR WITNESS.

25 MR. STEIN: THANK YOU.

26 THE COURT: AND SHELLFISH HER ACRES.

27 MR. STEIN: I JUST WANTED TO MAKE SURE AND WOULD
28 WOULD I PREPARE FOR.

1 MS. IBARRA: VIRGINIA CARMELO AND RICHARD POLANCO.
2 SO WE WILL CONTINUE WITH THE SCHEDULE WE WERE SUPPOSED TO
3 HAVE TODAY.

4 MR. STEIN: AND MAY ALL THE PARTIES AGREE THAT IF
5 DAN CRANE IS UNUSUALLY FAST THERE'S NO REQUIREMENT TO PROVIDE
6 ANYBODY ELSE FOR MONDAY WE DON'T KNOW HOW LONG DAN CRANE WILL
7 BE REMEMBER EYES THE [PHR-FP] FOR HIS ACTION.

8 THE COURT: HE HAS SOME.

9 MS. IBARRA: BUT MR. CRANE IS.

10 THE COURT: [AOELZ] A CROSS COMPLAIN AIN'T.

11 MR. STEIN: AS A CROSS [KPHRAEUP] APARTMENT SO HE'S
12 PUTTING ON HIS CASE IN CHIEF IN ONE DAY BUT ON THE OTHER HAND
13 IN IT GOES PAST I DON'T WANT OPPOSES WE GOT AN EXTRA HOUR IN
14 THE DAY AND MR. POLANCO IS DONE.

15 THE COURT: NOW I'M NOT AS CONCERNED NOW THAT WE
16 DON'T HAVE THE JURY. IF THERE'S SOME AMOUNT OF TIME WHERE
17 YOU DON'T HAVE A WITNESS THAT'S FINE I DON'T WANT TO HAVE A
18 HUGE AMOUNT OF TIME WITHOUT A WITNESS BUT IT'S NOT AS MUCH OF
19 A TIME PRESSURE IF WE RUN OUT OF WITNESSES.

20 MR. STEIN: AND THANK YOU FOR LETTING ME CLARIFY
21 THAT IN DEPARTMENT READY SET GO.

22 MS. IBARRA: MR. CRANE IS NOT A SMALL WITNESS JUST
23 BECAUSE [AOE] -- HE REPRESENTS AN ATTORNEY CROSS-COMPLAINANT.

24 MR. STEIN: AND HE'S ALSO SIX FOOT FOUR SO YOU'RE
25 RIGHT.

26 THE COURT: WELL THEN HE MIGHT BE A LONG WITNESS BUT
27 I THINK IT'S ENOUGH, WE'LL DO CRANE AND PERHAPS THE OTHER
28 TWO.

1 MS. IBARRA: YEAH I THINK SO.

2 THE COURT: ALL RIGHT THANK YOU I'LL SEE YOU ON
3 MONDAY AT 10.

4 MR. STEIN: THANK YOU YOUR HONOR AND MAY WE CONTINUE
5 TO LEAVE THE EQUIPMENT HERE FOR THE MOMENT.

6 THE COURT: AS LONG AS WE DON'T BLOCK NELLI RIGHT
7 NOW, RIGHT NELLI.

8 THE CLERK: YES YOUR HONOR.

9 THE COURT: YES BECAUSE WE HAVE CALENDAR AND STUFF
10 SO YEAH YOU CAN LEAVE IT THERE THOUGH THE WAY IT IS.

11 MR. STEIN: THANK YOU YOUR HONOR.

12 THE COURT: ALL RIGHT WE'LL SEE YOU ALL ON MONDAY.

13 MR. FORDYCE: THANK YOU YOUR HONOR.

14 MS. IBARRA: THANK YOU. 03:30 PM.

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