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1 GABRIELINO–TONGVA TRIBE VS. STEIN, TRIAL DAY 4

2 ROUGH TRIAL TESTIMONY OF JASON MEYERS

3 A. Jason Meyers j a s o n , meyer s.

4 THE COURT: Thank you. You may begin.

5 Q. BY MR. STEIN: Mr. Meyers thank you very much for
6 coming today. What do you do?

7 A. I'm an attorney.

8 Q. And what type of practice do you have?

9 A. I have a general practice, I do some
10 transactional, little bit of litigation, little bit of
11 workers comp.

12 Q. And what type of transactional work, what type of
13 transactional work?

14 A. Media, entertainment, licensing, intellectual
15 property, small businesses, startups.

16 Q. And how long have you been practicing in
17 California?

18 A. Since 1996.

19 Q. And where did you first work when you began
20 practicing in 1996?

21 A. I worked for a gentleman in Santa Monica by the
22 name of Jonathan Stein.

23 Q. Thank you. And how long did you [WORB] for Mr.
24 Stein?

25 A. Approximately a year.

26 Q. Very good. And then after 1997 did you ever work
27 for Mr. Stein again?

28 A. Not for Mr. Stein, no.

1 Q. Did you work for the Gabrielino–Tongva Indian
2 tribe?

3 A. Yes, I did.

4 Q. And we've been talking about circumstances and
5 tell me if you're familiar with them h where calling GT
6 Tribe the entire organization, the voluntary organization
7 of the Gabrielino–Tongva Indians and then in November of
8 2006, split occurred, one group became the Candelaria
9 faction which we're calling that, doesn't matter what their
10 regular name is?

11 A. Right.

12 Q. And the other group is the Dunlap faction which
13 we're calling that whatever their regular name is. Now did
14 you work for the Candelaria faction?

15 A. Yes I did.

16 Q. And about when?

17 A. I'd say approximately sometime in 2007.

18 Q. And what did you do for them?

19 A. I was called in to do a -- well first of all when
20 I first made contact with them, I was considering me
21 eventually being general counsel for the firm but in the
22 mean time on those discussions kind of put on hold and they
23 had a settlement -- they had -- I believe this litigation
24 with between the tribe and Jonathan Stein and development
25 company had, I had as I recall it was [KAUPBD] Saint Monica
26 development company or something like that, there was an
27 action where they were proceeding against Mr. Stein and
28 that -- and I was informed that they wanted to settle that

1 action so I was called in to do the settlement agreement
2 and to handle that transaction.

3 Q. Now when you said they had a -- did you do due
4 diligence as part of your work for the Candelaria faction?

5 A. Yes before I have did the settlement agreement.

6 Q. And did you do due diligence on the estoppel
7 certificate?

8 A. Yes I believe I reviewed that.

9 Q. And did you do due diligence on the Johnson
10 certificate?

11 A. Was he the controller?

12 Q. Yes.

13 A. Yes I believe I saw that.

14 Q. We'll see each of those documents but let's try to
15 stick to an overview now. And in line with the overview,
16 what was the nature of your assignment?

17 A. The nature of the assignment was to draft a
18 settlement agreement, to explain it to the tribe to make
19 sure it was mutually acceptable to both parties and to
20 draft the tribal resolutions to approve of the settlement
21 agreement and to approve of the hiring of myself as counsel
22 for that transaction.

23 Q. Niall do we have a separate exhibit that's the
24 resolution hiring Jason.

25 MR. FORDYCE: No not that I know of but I'll look.

26 MR. STEIN: [THAEUFRPLGZ] very much.

27 Q. Let me go first to the settlement agreement again
28 Exhibit 58 two. Is this the tribal council resolution from

1 October 2007.

2 THE COURT: Number, the exhibit number.

3 MR. STEIN: I'm sorry.

4 Q. Will you please identify Exhibit 58 two but it may
5 have been identified already I believe.

6 THE COURT: That's all right we just need it for
7 the record so we know what we're talking about?

8 A. Yes it appears to be.

9 Q. BY MR. STEIN: So did you draft this language for
10 the tribe?

11 A. Yes I did.

12 Q. And can you read now therefore, be it resolved?

13 A. Now therefore, it be it resolved that the
14 settlement agreement that is attached hereto as Exhibit A
15 be here and adopted on of the Gabrielino-Tongva Tribe
16 and -- still go on.

17 Q. Please?

18 A. Be it resolved further that Mr. Jason Meyers be
19 directed and authorized to dismiss the LASC action pursuant
20 to the settlement agreement.

21 Q. Let me stop you there if I may. When it says Mr.
22 Jason Meyers be directed and authorized to dismiss the LASC
23 action. What does that refer to?

24 A. That was part of the settlement agreement, that
25 was this case, I believe this case.

26 Q. This same litigation?

27 A. I believe so.

28 Q. And were there other parties already in the

1 litigation besides SMDC and Mr. Stein?

2 A. I recall there were.

3 Q. What was the other party called?

4 A. I think that was the other faction, maybe was it
5 the Candelaria faction is that how are you if he furred to
6 it.

7 Q. Right the Candelaria faction so what you're saying
8 is the Candelaria faction was in the litigation, and were
9 you in the litigation, with the Candelaria faction?

10 A. At that point for purposes of settlement agreement
11 yes, I believe I was substituted in.

12 Q. And did that sit well with the Candelaria faction
13 [-Z] attorney?

14 A. I don't believe so.

15 Q. What did he say to you?

16 A. I don't recall having any direct contact with him
17 but I don't think he would have been happy.

18 Q. And what did you argue to the court?

19 A. That the Candelaria faction was in fact the
20 legitimate tribal council and the people authorized to act
21 on behalf of the tribe.

22 Q. And what did the court do?

23 A. I believe they approved the -- they approved of
24 the settlement agreement.

25 Q. And that allowed what to happen?

26 A. That allowed the case to be dismissed against SMDC
27 and Mr. Stein.

28 Q. As to whom?

1 A. As to the Candelaria faction.

2 Q. Did the court stand up for the rights of the
3 people arguing so vehemently don't do it.

4 THE COURT: I'm sorry did the court.

5 Q. BY MR. STEIN: Did the court maintain the [ABG] --
6 let me be simpler I'm sorry?

7 A. Okay.

8 Q. Did the court maintain the action of the Dunlap
9 faction?

10 A. I believe they -- I believe they were kept in the
11 action.

12 Q. So to your recollection, did the Dunlap faction
13 argue we want to keep suing SMDC and we still want to be
14 sued by SMDC?

15 A. To my recollection, it was still preserved.

16 Q. And then had you argued for the Candelaria faction
17 we have don't want to be sued by SMDC and we don't want to
18 sue SMDC?

19 A. Correct.

20 Q. And was your motion approved?

21 A. I believe so, yes.

22 Q. And then what did you do next?

23 A. What did I do next? I can't remember, I wasn't
24 further involved, I don't remember -- I believe there was
25 nothing more to do as to -- because the settlement
26 agreement as to the Candelaria faction had been approved by
27 the court.

28 Q. Did you substitute out?

1 A. I believe so.

2 Q. So you came in to get the Candelaria faction out
3 of the lawsuit and you succeeded is that fair to say?

4 A. That's fair to say.

5 Q. Now, as part of your due diligence I'm going to
6 show you exhibit 577. This has been identified as Talley &
7 Company report from October 2006. Did you review that
8 document?

9 A. Let's see, go further please. That looks
10 familiar.

11 Q. It shows 898,000?

12 A. Well I wouldn't -- it was nine years ago I
13 wouldn't remember the numbers but that document does look
14 familiar.

15 Q. Did you review a vendor balance summary?

16 A. I recall seeing that.

17 Q. And did you review the balances owed to Saint
18 Monica development to make sure that Candelaria faction was
19 using the right numbers in agreeing to the estoppel
20 agreement?

21 A. I do recall that.

22 Q. What were the terms of the settlement?

23 A. Excuse me. I believe that Jonathan Stein and SMDC
24 would be released from the lawsuit in consideration of
25 payment, I believe it was approximately a thousand dollars
26 and the amount owing to Mr. Stein and SMDC would be
27 acknowledged without payment I believe the term was.

28 Q. And would it be paid eventually?
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1 A. I believe so.

2 Q. But not immediately?

3 A. Not immediately, deferred.

4 Q. So the settlement envisions only an exchange of
5 money of a thousand dollars up front?

6 A. Up front.

7 Q. But --?

8 A. And -- I'm sorry and dismissal of Stein and SMDC.

9 Q. And then on the other hand also an acknowledgment
10 of the debt owed?

11 A. Correct.

12 Q. And that was done in the estoppel certificate?

13 A. Yes it was.

14 Q. Let's go to exhibit 58 four first. Did you review
15 this document by the controller of the Candelaria faction?

16 A. Yes that looks familiar.

17 Q. And did those numbers match the estoppel
18 certificate which you recommended signature?

19 A. I believe so.

20 Q. And did they match roughly with the change in time
21 the October 2006 Talley report vendor balance?

22 A. It was an approximate match.

23 Q. And did your due diligence find any problems with
24 any of that?

25 A. No, it did not.

26 THE COURT: So what is the total there, is that
27 meant to be a total.

28 MR. STEIN: It is --.

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1 THE COURT: No I'm diagnose.

2 MR. STEIN: 1,000,000 --.

3 THE COURT: I'm asking the witness, was this memo
4 went to sort of -- it's the estoppel right or the memo.

5 MR. FORDYCE: It's the memo?

6 A. That's the memo from the -- from the controller.

7 THE COURT: So was that meant to kind of tell you
8 what the total owed -- amount owed?

9 A. Yes I believe so.

10 THE COURT: Okayment so the total amount would be?

11 A. It looks like \$1,700,897.65.

12 THE COURT: And that was what was in the estoppel?

13 A. I believe so between it's been nine years.

14 THE COURT: I'm just asking if the memo matches
15 with the estoppel?

16 A. Oh okay.

17 Q. BY MR. STEIN: Let's go to the estoppel
18 certificate I'll show you Exhibit 58 three. Is that the
19 estoppel certificate on which was based from the Johnson
20 certification?

21 A. What is the date of that? It looks like it,
22 yes.

23 Q. And these whereas clauses were they developed by
24 you?

25 A. No they weren't.

26 Q. And was there another lawyer involved who did so?

27 A. I recall a prior attorney did that, it was not --
28 Tisdale and Nicholson, just looking at it, Jeffrey Tisdale.

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1 Q. Did you meet Mr. Tisdale?

2 A. No, I did not.

3 Q. Did you simply review -- you reviewed the signed
4 agreement then?

5 A. I reviewed the signed agreement.

6 Q. To your knowledge, did either you or Mr. advertise
7 did have any connection to the law offices of Jonathan
8 Stein?

9 A. To my knowledge, I don't know, I'm not sure. I'm
10 not sure.

11 Q. Oh, you don't know who Tisdale is?

12 A. I don't know anything did Tisdale.

13 Q. And did your law office have any connection with
14 my office?

15 A. Connection can you elaborate.

16 Q. Were you employed as an associate in my law
17 office?

18 A. No not since 1996.

19 Q. And were you a partner of mine?

20 A. No, definitely not.

21 Q. Did you feel that you qualified as independent
22 counsel?

23 A. Yes, oh yeah.

24 Q. No further questions.

25 THE COURT: Cross-examination.

26 MS. IBARRA: High in Meyers my ma'am is Delia

27 Ibarra I'm the council for plaintiff Gabrielino-Tongva
28 Tribe?

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11

1 A. Hello Delia.

2 Q. So we established that you were employed by Mr.
3 Stein, correct?

4 A. In 1996.

5 Q. 1996, for about a year?

6 A. About a year.

7 Q. So since that time had you haven't been employed
8 by him. Have you done contract work for him?

9 A. Not for him.

10 Q. Who -- so you've done contract work for other
11 attorneys related to him, other --

12 A. Not related to him, for the tribe on this matter
13 that we just discussed but nothing else outside of that.

14 Q. Perhaps any of his law partners because he's
15 had -- do you know if he's had any other law partners since
16 you worked with him?

17 A. That, I'm not sure of but I haven't been
18 approached by anybody who claimed to be a law partner of
19 him or otherwise associated.

20 Q. Did he refer cases to you regularly?

21 A. No. No, he didn't.

22 Q. So this was the first case that he called -- he
23 called upon you?

24 A. Correct.

25 Q. Did you get paid for this engagement?

26 A. I believe -- yes, I did.

27 Q. Who paid you?

28 A. The tribe.

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1 Q. The tribe had funds?

2 A. I believe so. My check cleared, I don't recall
3 any problem with that.

4 Q. Did you sign a retainer agreement?

5 A. I believe so, I believe so.

6 Q. Do you have a copy of it?

7 A. I actually do not.

8 Q. Do you have any recollection about what kind of
9 retainer agreement it was?

10 A. Just the general representation for this
11 transaction and fees, I don't remember the -- probably
12 somewhere between a thousand and \$2,000 the fees were.

13 Q. Who did you negotiate the fees with?

14 A. I can't remember who I spoke with, somebody from
15 the tribal council, the name Linda Candelaria is the only
16 name I really recall offhand so it might have been Linda.

17 Q. So Ms. Candelaria was here yesterday and she gave
18 her best and most truthful testimony that she could
19 recollect and she said she was introduced to you by Mr.
20 Stein?

21 A. Okay.

22 Q. And she also said she will he called meeting you
23 once, perhaps twice?

24 A. Right, in person, in person.

25 Q. In person?

26 A. Sorry to interrupt.

27 Q. But you can elaborate if you feel like you spoke
28 to her on the telephone?

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1 A. Right. My recollection is that I met with her at
2 least once, possibly twice and I do recall being in contact
3 with her by phone and e-mail. Don't remember how many
4 times though.

5 Q. So you were engaged by the tribe, you were
6 introduced to them by Mr. Stein and then you were engaged
7 to sort of represent them in any settlement negotiations
8 with Mr. Stein?

9 A. Correct and SMDC.

10 Q. And SMDC that's right. So how long were those
11 settlement negotiations?

12 A. I don't recall them being very long, maybe -- I'm
13 not sure I don't remember but I don't recall them being
14 very long.

15 Q. So did you -- did you feel like you needed to
16 understand Ms. Candelaria information in order to develop
17 the right terms for her faction?

18 A. Oh definitely, definitely.

19 Q. Do you feel like that you were -- were there any
20 terms that you negotiated with Mr. Stein that were -- who
21 presented you with the terms?

22 A. That's when I had met the tribal council in person
23 and Mr. Stein was present.

24 Q. Tribal council?

25 A. Yeah the tribal council of the Candelaria faction.

26 Q. So do you believe council -- oh, the council
27 people, the council members, the rather than council
28 body?

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1 A. Yeah, c-o-u-n-c-i-l instead of c-o-u-n-s-e-l.

2 Q. So you met with them at a tribal council meeting?

3 A. Correct.

4 Q. And how long was that meeting?

5 A. Maybe two to three hours, approximately.

6 Q. And were the terms already set when you went into
7 the meeting?

8 A. Yes I believe so.

9 Q. So they were set, do you know who set them?

10 A. I believe Mr. Stein had negotiated prior to my
11 involvement with the tribe.

12 Q. So he had negotiated directly with the tribal
13 council members?

14 A. Correct and I papered the deal and explained it to
15 the tribal council.

16 Q. So papered the deal, so does that mean that there
17 were like deal points already and you just came in and you
18 drafted?

19 A. Correct.

20 Q. So the deal points were given to you by Mr. Stein?

21 A. I believe so.

22 Q. All right. Do you have any confidence that that
23 was an arm's length negotiation between Mr. Stein and Ms.
24 Candelaria and her group?

25 A. Yes.
26 Q. Before you came?
27 A. Before I came?
28 Q. But it sound like it was negotiated before you

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1 have come on?

2 A. Right the points, but I came in to look it over,
3 do my homework and make sure it was in fact a fair deal and
4 an arm's length transaction.

5 Q. So you just came in to give it a look over and say
6 that you thought it was fair?

7 A. Correct. And to also draft the minutes approving
8 the deal as well.

9 Q. Oh the resolution?

10 A. The resolutions.

11 Q. Okay. So if you have weren't there, who would
12 have drafted the resolutions?

13 A. If I wasn't there, I don't -- I don't know who
14 would have. That was part of my engagement to draft those.

15 Q. It was part of your engagement?

16 A. Right.

17 Q. Is to write up the deal points and the
18 transaction?

19 A. Correct.

20 Q. Memorialize it in a settlement agreement, make
21 sure that excused, draft a resolution and make sure that
22 was executed?

23 A. Correct.

24 Q. What would have happened if you had looked over
25 the deal points and decided that it wasn't a fair
26 transaction to the Candelaria Group?

27 A. I would have advised the Candelaria Group and Mr.
28 Stein that it would not have been a fair transaction if

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1 that had been the case and further negotiations would have
2 been necessary.

3 Q. So part of this -- part of the settlement
4 agreement wanted to dismiss this action?

5 A. Correct against Mr. Stein and SMDC.

6 Q. But there was a lawyer representing you know what
7 we call the Gabrielino-Tongva Tribe?

8 A. Correct.

9 Q. And Mr. Stein refers to as the Dunlap group,
10 right?

11 A. Yes.

12 Q. They were card nose and Gonzalez?

13 A. That sounds familiar.

14 Q. But then you attempted to execute a substitution
15 of attorney for card did he know ass and Gonzalez?

16 A. I remember seeing one, I believe -- I believe so.

17 Q. So assuming that this is -- that you know Ms.
18 Candelaria could settle whatever and trust that she had
19 that her group had in this litigation because they were
20 prior members of the tribe, was it appropriate to dismiss
21 the Dunlap faction, he especially when Mr. Dunlap and Ms.
22 Carmelo at that stage of the litigation, not now because
23 they're gone, but at that stage of the litigation they're

24 still a part of the action, Mr. Stein is still suing them
25 at that stage, he's still pursuing them tore claims but --
26 and he's pursuing them along with the tribe but the tribe
27 wants to settle out and then you come in and you say we're
28 the tribe and we're settling out our claims and now Mr.

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1 Stein can pursue his claims against Virginia Carmelo, Sam
2 Dunlap, Martin Alcala, Shirley Machada, et cetera?

3 A. Right.

4 Q. Did that seem fair?

5 A. Well the Dunlap group's, after doing all my due
6 diligence and speaking to the tribal council and Ms.
7 Candelaria and I forget the other -- I forget the other
8 names of this individuals that I spoke it, seems like this
9 Dunlap group was like defectors from the tribe and it seems
10 like they were a minority interest bullying the tribe
11 attempting to bullying the tribe, as least that's what I
12 took from it.

13 Q. That was the impression that you took?

14 A. Yes.

15 Q. Did you speak to the people Mr. Michael Gonzalez
16 or Frank Cardenas when you attempted to substitute out, did
17 you speak with them?

18 A. I don't recall speaking with them.

19 Q. So you attempted to execute a substitution of
20 attorneys for lawyers that hunt spoke tone?

21 A. I was relying on the tribal council telling me
22 that they -- that they had the authority to hire and fire

23 counsel and that they were getting rid of Mr. -- on their
24 behalf, getting rid of Mr. -- what was the name.

25 Q. Card and gone?

26 A. Card and gone.

27 Q. Is the firm?

28 A. Correct because I didn't feel it was necessary to

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1 speak with them.

2 Q. So ultimately that's -- the Dunlap faction if you
3 want to call it that continues on in the litigation, you
4 know with a few skirmishes which is why we're here?

5 A. Right.

6 Q. Which is why this didn't result in termination of
7 litigation against the tribe. In light of that how do you
8 feel about entering into the settlement agreement that
9 didn't actually dismiss the action even though it purport
10 today dismiss the action against Mr. Stein.

11 MR. STEIN: Objection vague.

12 THE COURT: It's a little vague sustained. Maybe
13 you can breakdown your question.

14 MS. IBARRA: So I'll strike that and just move on
15 to, did you ever speak to -- so you didn't speak to the
16 lawyers. Did you speak to the Dunlap faction?

17 A. I don't believe so.

18 Q. So you relied entirely on Ms. Candelaria?

19 Q. Well also reading the constitution, reading the
20 balance sheets, reading, doing my own research about the
21 tribe.

22 Q. And your conversations with Mr. Stein?

23 A. I did speak with him too.

24 Q. So and Ms. Candelaria said she met had you maybe
25 twice, did you meet any of the other council members other
26 than that one time that you met them during that tribal
27 council?

28 A. Other than that one time, I don't believe so,

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1 don't believe so.

2 Q. Don't believe so. Ms. Candelaria when she was
3 here did not -- wasn't able to articulate what the
4 settlement agreement was about and didn't know that this
5 action was still part -- was supposed to be part of that
6 settlement agreement. When you represented her, did you
7 feel that she understood what she was doing?

8 A. At the time, yes, I explained it to everyone,
9 spent probably an hour and a half to two hours just alone
10 with her and the others on the tribal council explaining
11 and fielding any questions.

12 Q. Okay. I think that's all I have?

13 A. Thank you.

14 THE COURT: Any redirect.

15 MR. STEIN: Yes just very previously.

16 Q. BY MR. STEIN: Mr. Meyers when this work happened
17 in October of 2007, did you have a regular job?

18 A. Yes, I did.

19 Q. What was it?

20 A. I was general counsel and VP of business legal
21 affairs for a Japanese animation company called toe a-

22 animation company Inc., and that's t o ei.

23 Q. And was this very taxing work?

24 A. Yes.

25 Q. And did they -- did you nonetheless have time to
26 do small assignments?

27 A. I did.

28 Q. And in fact were you interested in doing a small

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1 assignment like this through the GT Tribe?

2 A. Absolutely.

3 Q. Did you do similar small assignment during the 12
4 months before this assignment for GT Tribe?

5 A. For other clients, yes.

6 Q. And this is [KHR] you're still general counsel for
7 the January [PHAEUGS] an May Company?

8 A. No not at the time, not at the present.

9 Q. I see. And for the 12 months afterwards, did you
10 do other small jobs like the one you did for the GT Tribe?

11 A. Yes I did.

12 Q. And the an May Company was okay with that?

13 A. They were okay with that. They never -- I
14 never -- I never did anything that would constitute a
15 conflict of interest, number one, Number 2 never did
16 anything that would get in the way of my time commitment to
17 them [HOR] my duties.

18 Q. When you [PHEFT] with the tribal council of the
19 Candelaria faction?

20 A. Yeah.

21 Q. For two to three hours including up to two hours

22 of explanation and fielding questions, were you -- was Mr.
23 Stein in the room?

24 A. At the very beginning but you had left the room
25 after -- after a while, after the intros.

26 Q. And so that left you alone with the tribal council
27 to deal with their questions for how long?

28 A. About two, two and a half hours approximately.

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1 Q. Whether you substituted in for the tribe and went
2 in front of the court, Cardenas & Gonzalez objected; is
3 that correct?

4 A. I believe so.

5 Q. And you used the term Dunlap group, minority
6 defectors, bullying the tribe. What do you mean by
7 bullying the tribe?

8 A. I'm -- let's see. I just remember they -- I don't
9 remember the exact circumstances at the time but I remember
10 they were conflicting groups and they didn't see eye to
11 eye.

12 Q. So was it the Dunlap faction telling the court
13 we're the tribe there's no one else and when you came
14 forward saying yes, there is someone else there's the
15 Candelaria faction they tried to bully you into submission?

16 A. I can't recall.

17 Q. No further questions.

18 THE COURT: Thank you. Anything further.

19 MS. IBARRA: No thank you.

20 THE COURT: Thank you sir you may step down?

21 A. Thank you.

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