

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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GABRIELINO-TONGVA TRIBE VS. STEIN

TRIAL TESTIMONY OF JONATHAN STEIN, 6/27/16

MR. FORDYCE: YOUR HONOR WE'RE GOING TO CALL MR. JONATHAN STEIN.

THE COURT: OKAY MR. STEIN COME FORWARD. STAND THERE AND PHASE THE CLERK TO MY RIGHT.

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

A. I DO.

THE CLERK: THANK YOU.

THE COURT: HAVE A SEAT.

THE CLERK: SIR CAN YOU PLEASE STATE AND SPELL YOUR FIRST AND LAST NAME FOR THE RECORD?

A. JONATHAN IS J-O-N-A-T-H-A-N AND STEIN IS S-T AS IN TOM E-I-N.

THE CLERK: THANK YOU.

THE COURT: THANK YOU. YOU HAVE MAY BEGIN.

MR. FORDYCE: THANK YOU YOUR HONOR.

Q. BY MR. FORDYCE: MR. STEIN, OPPOSING COUNSEL HAS ACCUSED OF YOU MISCONDUCT DURING YOUR QUESTIONING SO FAR AND I'M GOING TO DELVE INTO YOUR BACKGROUND AND HISTORY AND MAYBE A LITTLE BIT NOR DID HE DALE THAN USUAL CAN YOU TELL ME A LITTLE BIT ABOUT YOUR BACKGROUND?

A. YES, I CAN. GREW UP IN A SMALL RURAL DOWN IN NEW JERSEY, GEORGE WASHINGTON HID OUT FROM THE BRITISH THERE, WHEN I WAS 15 I WENT AWAY TO SCHOOL TO A PREP SCHOOL, DIDN'T KNOW WHAT A PREP SCHOOL WAS BUT MY ELDEST SISTER HAD

1 GONE TO HARVARD COLLEGE AND SAID JONATHAN SHOULD GO TO A
2 PREP SCHOOL, WE ALL SAID WHAT'S A PREP SCHOOL, SO I ENDED
3 UP GOING TO PHILLIPS ACADEMY THOUGH ANDOVER MASSACHUSETTS.

4 Q. DID YOU RECEIVE A SCHOLARSHIP TO ANDOVER MR.
5 STEIN?

6 A. YES. WE WERE A TYPICAL MIDDLE CLASS FAMILY BUT MY
7 FATHER HAD SOME VERY SEVERE PSYCHOLOGICAL PROBLEMS LATER ON
8 IN LIFE, IT HAPPENED TO VERY BRILLIANT MEN SOMETIMES AND SO
9 I ENDED UP GOING ONTO A FULL SCHOLARSHIP THERE AND THEN ALL
10 THE REST OF MY EDUCATION AS WELL.

11 Q. ANDOVER HAS SOME FAIRLY DISTINGUISHED ALUMNI DOES
12 IT NOT?

13 A. YES IT DOES.

14 MS. IBARRA: OBJECTION; RELEVANCE.

15 THE COURT: SUSTAINED.

16 Q. BY MR. FORDYCE: MR. STEIN, CAN YOU TELL ME MORE
17 ABOUT YOUR EDUCATION AFTER YOU LEFT ANDOVER?

18 A. I WENT TO -- I HAVE WENT TO HARVARD COLLEGE [-BGT]
19 BOUGH MY SISTERS HAD GONE THERE BEFORE THERE, I WAS MAGNUM
20 CUM LAUDE, I WAS ON FULL SCHOLARSHIP, I DROVE A BUS, I SOLD
21 FURNITURE, WORKED IN THE DINING HAULS TO EARN SOME MONEY TO
22 PAY FOR BOOKS AND SUCH.

23 Q. SO TO BE CLEAR MR. STEIN WHILE YOU WERE STUDYING
24 AT HARVARD YOU WERE ALSO WORKING?

25 A. YES, I WAS.

26 Q. HOW MANY HOURS A WEEK?

27 A. ABOUT 10 TO 15.

28 Q. AND WHAT DID YOU MAJOR IN?

1 A. ECONOMICS.

2 Q. WHAT HAPPENED AFTER YOU LAST LEFT HARVARD?

3 A. WELL, I HAD GRADUATED MAGNA CUM LAUDE, BUT UNLIKE
4 A LOT OF OTHER PEOPLE THAT MIGHT HAVE DONE OTHER THINGS, I
5 KIND OF THOUGHT AFTER THREE YEARS OF PREP SCHOOL AND FOUR
6 YEARS OF HARVARD I WAS KIND OF FULL OF YOU KNOW WHAT, SO I
7 WORKED BLUE COLLAR. I WORKED AT A PANCAKE HOUSE, THE
8 BIGGEST PANCAKE HOUSE IN NEW ENGLAND, IHOP, I TOOK SHORT
9 CIRCUITS OUT OF CIRCUIT BOARDS FOR HONEYWELL, I HAVE BOUGHT
10 LITTLE WIRE SETS THAT GO INSIDE OF MISSILES AND RATHEON
11 CHUTES AND THOSE TYPES OF JOBS FOR A YEAR.

12 Q. SO YOU WORKED FOR A YEAR AFTER YOUR UNDERGRADUATE.

13 MR. FORDYCE: AT A CERTAIN POINT OBVIOUSLY YOU
14 DECIDED TO GO TO LAW SCHOOL IS THAT CORRECT?

15 A. THAT'S RIGHT.

16 Q. CAN YOU TELL ME A BILL EYE?

17 A. I WENT ZERO UNIVERSITY OF PENNSYLVANIA LAW SCHOOL,
18 ANOTHER IVY LEAGUE SCHOOL, I WAS ON LAW REVIEW THERE FOR
19 TWO YEARS AND THEN LAW REVIEW IS TOP 10 PERCENT OF THE
20 CLASS.

21 Q. MR. STEIN THERE'S A COUPLE OF LAWYERS ON THE JURY
22 AS WE KNOW BUT THERE ARE A NUMBER WHO AREN'T, CAN YOU GIVE
23 AAS A LILT MORE INFORMATION ABOUT LAW REVIEW?

24 A. WELL LAW REVIEW, THIS WAS THE DAY BEFORE EVEN
25 SPELL CHECK SO LAW REVIEW WAS A VERY CUMBERSOME JOB,
26 PROFESSIONALS FROM AROUND THE COUNTRY WOULD WANT TO GET
27 THEIR ARTICLES PUBLISHED THE PURPOSE OAF LAUGH REVIEW OR
28 THE UNIVERSITY OF PEN PEP LAW REVIEW WAS THE OLDEST IN

1 UNITED STATES SO IT HAS QUITE A SERIES OF PROCEDURES AND
2 REAL PRIDE IN THAT HISTORY SO WE WOULD TRY TO FIX UP THESE
3 ARTICLES SO THEY WERE GOOD ENOUGH FOR JUDGES TO BE ABLE TO
4 DEPEND ON THEM WHICH MEANT LOTS AND LOTS OF FOOTNOTES, A
5 LOT OF CASE RESEARCH, A LOT OF CAREFUL CAREFUL REASONING
6 AND THEN WHEN ALL OF THAT WAS DONE THERE WAS THEN THIS
7 INCREDIBLY TIME CONFUSING JOB OF SIMPLY MAC DUNLAP SURE
8 THAT EVERYTHING WAS SPELLED RIGHT AND THAT PARAGRAPHS
9 WEREN'T DROPPED AND SENTENCES WERE CORRECT AND PUNCTUATION,
10 THOSE SORTS OF THINGS AND SO THAT'S WHAT THE LAW REVIEW
11 VOLUNTEERS DID, THAT WAS THE PRIVILEGE OF BEING ON IT AND
12 THE IDEA WOULD BE THAT IT WOULD TURN YOU INTO A MORE
13 CAREFUL LAWYER.

14 Q. SO FAIRLY METICULOUS PROCESS, SAFE TO SAY?

15 A. YEAH.

16 Q. SO MR. STEIN OUTSIDE, JUST MOVING AWAY FROM YOUR
17 EDUCATION, OTHER INTERESTS THAT YOU HAVE?

18 A. WELL I'VE ALWAYS BEEN AFFIDAVIT AT SUPPORTS, I
19 RODE A CREW, NATIONALLY RANGED [OERZ] MANILLA MAN AND THEN
20 PLAYED RUGBY AND THEN CONTINUED AT AMATEUR FOR 22 YEARS,
21 TOURED A NUMBER OF COUNTRY, PLAYED IN SOUTH AFRICA FOUR
22 DIFFERENT TIMES. THEN I STARTED DOING TRIATHLONS AND I
23 REPRESENTED THE UNITED STATES IN THE MAG A- BEE OLYMPICS IN
24 ISRAEL IN 2009 FOR MY RANGE GROUP.

25 Q. MR. STEIN WHAT ARE THE MAG BEE LIMB PICKS?

26 A. WHEN I WENT THROUGH IN 2009 THERE WERE 71
27 COUNTRIES IT'S ONLY JEWISH ATHLETES SO IT'S KIND OF A SMALL
28 GENE POOL IF YOU WILL AND VERY VIGOROUS COMPETITION, A

1 NUMBER OF OLYMPIANS ON OUR TEAM, I WON FOR MY AGE I WON A
2 GOLD MEDAL IN CYCLING, IN THE OPEN CATEGORY THE GUYS -- THE
3 GUY THAT RAP IT HAD COMPETED IN THE TOUR DE FRANCE HE WAS
4 JUST BACK FROM THE TOUR DID HE FRANCE.

5 Q. ANY OTHER ATHLETIC ENDEAVORS?

6 A. WELL I WAS IN THE PANAM GAMES IN BUENOS ARIES AND
7 I WON A BRONZE MEDAL THERE IN TRIATHLON.

8 Q. SO MR. STEIN IN TAKING THIS BACKGROUND INTO
9 ACCOUNT HOW WOULD YOU SAY YOU INVOLVE YOURSELF IN THE
10 PROJECTS THAT YOU UNDERTAKE?

11 A. YOU KNOW, I HAVE BEEN A REALLY LUCKY MAN, I MEAN
12 IT'S KIND OF STRANGE TO SAY AFTER 10 YEARS OF LITIGATION
13 HERE BUT I REALLY HAVE BEEN A LUCKY GUY I GOT MY EDUCATION
14 PAID FOR BY FEDERAL GOVERNMENT AND BY PRIVATE YOU HAVE KNOW
15 DONATED MONEY AND ALL ALONG THE WAY I'VE ALWAYS HAD PEOPLE
16 THAT STOPPED AND WENT OUT OF THEIR WAY TO HELP ME AND I
17 ALWAYS FELT THAT BECAUSE I RECEIVED THAT, I SHOULD TRY TO
18 GIVE BACK THE SAME THING IN MY OWN WAY AND THAT'S ONE
19 REASON THAT WHEN I WAS APPROACHED I SAID YES TO THE
20 GABRIELINO-TONGVA.

21 Q. SO THIS WAS AN ON RUNNING THEME IN THE PROJECT YOU
22 UNDERTAKE, THERE'S A HELPING ASPECT?

23 A. THERE'S A HELPING ASPECTS, I MEAN I SURE WOULDN'T
24 MIND GETTING RICH IF WE GOT A CASINO I MAN THAT WOULD BE
25 GREAT BUT YES, THERE WAS ALWAYS THE IDEA OF HELPING AND YOU
26 KNOW NOW THAT IT'S BEEN WHAT, FROM 2001 TO 2016 I'M STILL
27 AT IT, 15 YEARS, YEAH, I'M STILL HERE BECAUSE OF THE
28 HELPING ASPECT.

1 Q. SO MR. STEIN EVERY NOW AND THEN, YOU TIRE OF
2 PRACTICING LAW IS THAT SAFE TO SAY?

3 A. YEAH I WOULD LIKE TO SAY LIKE PHIL JACKSON TOOK
4 TIME OFF FROM THE LAKERS, I WOULD TAKE MY SABBATICAL OFF AS
5 WELL BUT YEAH IT GETS A LITTLE TIRING.

6 Q. SO HOW DOES IT GET TIRING, WHY?

7 A. YOU KNOW HUH A LOT PEOPLE THAT ARE SAYING THINGS
8 THAT AREN'T TRUE AND THEY'VE GOT TO BE SHOWN WHAT IS TRUE
9 AND THAT'S A VERY DIFFICULT PROCESS, THERE ARE LOTS OF
10 RULES, MISTAKES ARE SEVERELY PUNISHED AND IT IS VERY, VERY
11 DETAILED ORIENTED, SOMETIMES IT'S KIND OF HARDER TO SEE THE
12 BIG PICTURE.

13 Q. SO IT'S AN AGGRESSIVE CONFLICT ORIENTED PROFESSION
14 CORRECT?

15 A. WELL CERTAINLY IN THE LITIGATION SIDE OF IT, YEAH.

16 Q. BUFF PLEASE TELL ME ABOUT OTHER PROJECTS YOU'VE
17 UNDERTAKEN?

18 A. I WAS -- I TOOK FIVE YEARS OFF FROM PRACTICING LAW
19 AND BUILT -- I BUILT 28 HOUSES, I --.

20 Q. I'M GOING TO OBJECT TO THIS LINE OF QUESTIONING ON
21 RELEVANCE JUST DEPEND ON HOW LONG IT GOES.

22 THE COURT: YEAH MAYBE YOU SHOULD GET THROUGH THE
23 HEART.

24 MR. FORDYCE: WILL YOUR HONOR ALLOW ME TO MOVE
25 THOUGH THESE QUICKLY.

26 THE COURT: NODS.

27 MR. FORDYCE: MR. STEIN?

28 A. I HAVE BUILD 28 HOW WAS [TPH-DZ] [#1R9] EIGHT TO

1 [#19D] '92 AND RETURN TO THE [PRAT] OF LIEU.

2 Q. AND ANOTHER STEIN HOMES STILL CALLED?

3 A. I HAVE CALLED FILE ATE GENERAL CONTRACTOR AND
4 HIRED ANY OWN SUBS AND MY OWN WORKERS.

5 Q. AND MR. STEIN [TPEPB] AT COURTS DIRECTED LET'S
6 MOVE THESE THESE QUICKLY CAN YOU --?

7 A. I TOLD A TALENT AGENCY, WE HAD A CIRCUIT OF 60
8 HOTELS IN THE PERSIAN OF GULF IN THE LATE 1990S AND WOULD
9 SEND AMERICAN BANDS USUALLY FRONTED BY A FEMALE ROCK AND
10 ROLL SINGER, I DON'T THINK THEY'VE EVER SEEN ANYTHING LIKE
11 THAT IN THE PERSIAN GULF IN THE 1990S IT WAS FUN.

12 Q. ANYTHING ELSE?

13 A. YEAH WHILE I WAS DOING THAT, LATER ON I STAGED
14 A -- THE NATIVE AMERICAN -- THE GRAMMIES ESTABLISHED A
15 CATEGORY FOR NATIVE AMERICAN MUSIC SO I STAGED A SHOW AT
16 THE HOLLYWOOD AND HIGHLAND THEATER WHICH IS WHERE THE
17 ACADEMY AWARDS ARE AND WE HAD 600 BLACK TIE GUESTS, 90
18 PERCENT OF THEM WERE NATIVE AMERICANS FOR THESE RICH CASINO
19 TRIBES AND THEN WE HAD ABOUT 130 PERFORMERS INCLUDING ALL
20 THE NATIVE AMERICAN NOMINEES AND THIS OCCURRED THE NIGHT
21 BEFORE THE GRAMMY SHOW.

22 Q. DOES THE GRAMMIES STILL HAVE A NATIVE AMERICAN
23 CATEGORY?

24 A. NO THEY'VE COLLAPSED THEIR CATEGORIES AND THEY
25 KNOW NO LONGER HAVE A SIMPLE CATEGORY FOR NATIVE AMERICANS.

26 Q. MOVE FORWARD QUICKLY ANYTHING ELSE HUH WANTED TO
27 MENTION AS FAR AS NONLEGAL WORK?

28 A. NO THAT'S IT.

1 Q. MR. STEIN I'D LIKE TO MOVE DIRECTLY TO THE SMDC
2 AGREEMENT AND AT LEAST WALK YOU THROUGH THIS CRITICAL
3 DOCUMENT. HOW FAR DID YOU COME TO THE TRIBE TO GIVEN WITH
4 AND WHEN I SIGH TRIBE I MEAN GT TRIBE PRE SPLIT?

5 A. WELL THERE WAS NO GT TRIBE PRE SPLIT WHEN I FIRST
6 CAME, THERE WAS THE MORALES GROUP AND THE SALAS GROUP,
7 THERE WAS THE BEAUMONT GROUP BUT THERE WAS NO SUCH THING AS
8 THE GT TRIBE THERE WAS ALSO THE TOTAL GABRIELINO AND
9 DEGUENOS. PROFESSOR CAROL GOLDBERG AT UCLA LAW SCHOOL,
10 PROFESSOR IN NATIVE AMERICAN STUDIES ASKED ME TO GET
11 INVOLVED, SHE HAD ASKED A NUMBER OF PEOPLE, THEY SAID ARE
12 THEY FEDERALLY RECOGNIZED, SHE WOULD SAY NO AND THEY
13 WOULDN'T. I THOUGHT IT WAS WORTH A SHOT.

14 Q. NOW WHEN YOU FIRST CAME TO FOR LACK OF A BETTER
15 TERM WHAT THE GT TRIBE OR THE GROUPS THAT WOULD BECOME THE
16 GT TRIBE HOW WERE YOU FIRST BROUGHT IN, IN WHAT CAPACITY
17 WERE YOU BROUGHT IN?

18 A. WHEN I FIRST STARTED WORKING WITH THEM, I TALKED
19 TO THEM ABOUT BEING THEIR LAWYER, YOU KNOW GET FEDERAL
20 RECOGNITION, YOU KNOW ARGUE TO THE BIA ABOUT FEDERAL
21 RECOGNITION. WITHIN A YEAR AND BEFORE GT TRIBE WAS
22 ACTUALLY FORMED, I DECIDED NO WHAT I WANTED WAS A LIMITED
23 LIABILITY COMPANY AND WHAT I WANT TO DO IS BE A REAL ESTATE
24 DEVELOPER YOU KNOW NOT THE SAME AS WHEN I WAS DEVELOPING
25 REAL ESTATE FOR THE 28 HOUSES BUT ZERO YOU KNOW I WANTED TO
26 BE ON THE BUSINESS END.

27 Q. SO NOW WHEN YOU DID YOU FIRST END NEAR THE SMDC
28 AGREEMENT?

1 A. FEBRUARY OF 2001.

2 Q. OKAY. AND MR. STEIN, ANOTHER QUESTION JUST
3 BECAUSE IT'S COME UP, DID YOU DRAFT -- WELL LET ME
4 INTRODUCE, THIS IS EXHIBIT 569 I BELIEVE IT'S ALREADY BEEN
5 IDENTIFIED BUT MR. STEIN I'LL ASK YOU IS EXHIBIT 569 THE
6 SMDC AGREEMENT TO WHICH BOTH PARTIES -- ALL PARTIES HAVE
7 BEEN REFERRING?

8 A. YEAH EXCEPT THAT IT'S GOT SIX OR SEVEN DIFFERENT
9 PARTS BECAUSE IT WAS AMENDED SEVERAL TIMES BETWEEN 2001 AND
10 2006.

11 Q. LET ME ASK YOU, DID YOU DRAFT THIS AGREEMENT?

12 A. NO.

13 Q. WHO DID?

14 A. SEYFARTH SHAW HAD TWO PARTS, KENNY SULZER AND A
15 CORPORATE PARTNER AND THEY PUT THIS AGREEMENT TOGETHER
16 BASED ON OTHER AGREEMENTS THEY HAD IN THE OFFICE.

17 Q. AND SEYFARTH SHAW WERE WHO IN RELATION TO YOU?

18 A. SEYFARTH SHAW IS A VERY LARGE NATIONAL FIRM AT THE
19 TIME THEY HAD ABOUT 1200 ATTORNEYS, I THINK THERE ARE OVER
20 2000 NOW AND THEY'RE BASED IN CHICAGO AND THEY HAD A LARGE
21 OFFICE OF 40 OR 50 ATTORNEYS IN LOS ANGELES.

22 Q. SO MR. STEIN I'M GOING TO DO THIS QUICKLY AND WALK
23 YOU THROUGH PARTICULAR CLAUSES IN THIS AGREEMENT, CAN I
24 TURN YOUR ATTENTION I BELIEVE WE'RE ON PAGE ACTUAL FOUR OF
25 THE EXHIBIT, ALTHOUGH THE BATES NUMBER DUNLAP AND PAGE
26 NUMBER DUNLAP IS ABSOLUTE SLIGHTLY DIFFERENT. I'D LIKE TO
27 DRAW YOUR ATTENTION TO PARAGRAPH D?

28 A. YEAH, PARAGRAPH D STATES TONGVA AND DEVELOPER WISH

1 TO ENTER INTO AN INDEPENDENT CONTRACTOR RELATIONSHIP, AND
2 NOT AN ATTORNEY-CLIENT RELATIONSHIP. DEVELOPER MAY HOWEVER
3 SUPERVISOR ONE OR MORE LAWYERS OR LAW FIRMS OR WORK WITH
4 TRIBAL COUNCIL -- TRIBAL GENERAL COUNSEL TO ACCOMPLISH
5 TASKS WHICH MAY BE LEGAL IN NATURE.

6 Q. WHY WAS THIS CLAUSE PUT IN THE AGREEMENT?

7 A. AS SEYFARTH EXPLAINED TO ME AND AS I CAME TO
8 UNDERSTAND AS I WENT THROUGH THE AGREEMENT AGAIN AND AGAIN,
9 THE IDEA WAS TO MAKE SURE THERE WAS NO ATTORNEY-CLIENT
10 RELATIONSHIP AND THERE WAS NOBODY THAT COULD SAY THERE WAS
11 AN ATTORNEY-CLIENT RELATIONSHIP SO IT WAS CLEAR. TO
12 ACCOMPLISH THAT, WE HAD FIVE OR SIX OR SEVEN DIFFERENT
13 PARTS OF THE AGREEMENT THAT CAME BACK TO THIS SAME THEME
14 WHERE THERE WOULD BE A LIMITED LIABILITY COMPANY THAT WAS
15 IN THE AGREEMENT, NOT ME PERSONALLY, SAINT MONICA
16 DEVELOPMENT COMPAY, SMDC AND THAT COMPANY WOULD BE THE
17 DEVELOPER, IT WOULD NOT BE AN ATTORNEY AND I WOULD NOT BE
18 ACTING AS AN ATTORNEY, WE'D BE INSTEAD SUPERVISING OR
19 RELYING ON ATTORNEYS THAT THE TRIBE WOULD HAVE.

20 Q. AND SMDC THE LIMITED LIABILITY COMPANY IS THE
21 ENTITY THAT ENTERED INTO THE AGREEMENT WITH THE TRIBE,
22 CORRECT?

23 A. THAT'S CORRECT, IT STILL EXISTS TODAY.

24 Q. OKAY MOVING FORWARD TO PAGE 7 OF THE DOCUMENT AND
25 THIS IS PARAGRAPH SECTION 1 D, CAN I DRAW YOUR ATTENTION TO
26 ONE D MR. STEIN?

27 A. YEAH DEVELOPER IS RESPONSIBLE FOR ONLY THE SCOPE
28 OF WORK AND NOT FOR ALL PROFESSIONAL AND/OR LEGAL WORK

1 REQUIRED, NECESSARY OR VISIBLE FOR THE TRIBE. DEVELOPER
2 SHALL NOT BE RESPONSIBLE, SHALL NOT BE RESPONSIBLE FOR THE
3 TRUE PROFESSIONAL OR LEGAL WORK REQUIRED, TO COMPLETE THE
4 ECONOMIC DEVELOPMENT TASKS BUZZ INSTEAD MAY RELY UPON THIRD
5 PARTY PROFESSIONALS EMPLOYED BY THE TRIBE.

6 Q. AND AGAIN WHY WAS THIS CLAUSE IN THE AGREEMENT?

7 A. THIS WAS ANOTHER SLICE OF THE PIE, IT WAS AGAIN
8 STATING THE THEME STRONGLY THAT THE DEVELOPER WAS THERE TO
9 GET A CASINO IN PLACE, THAT'S FINANCING, THAT'S POLITICS,
10 THAT'S LOBBYING. THE PURE LEGAL WORK WOULD BY AND LARGE BE
11 DONE BY LAWYERS THAT WERE EMPLOYED BY THE TRIBE OR OTHER
12 PROFESSIONALS HIRED AS PART OF THE CASINO PROJECT.

13 Q. AND AGAIN ON PAGE 7 DRAWING YOUR ATTENTION TO
14 PARAGRAPH 2 A?

15 A. INDEPENDENT CONTRACTOR RELATIONSHIP, IT IS THE
16 INTENT AND DESIRE OF BOTH PARTIES TO FORM A RELATIONSHIP OF
17 PRINCIPAL AND INDEPENDENT CONTRACTOR. THERE THEY WHOA
18 SEVER REEF COVENANT TO USE THEIR BEST EFFORTS TO PRESERVE
19 THE INDEPENDENT CONTRACTOR STATUS, INCLUDING WHEN YOU GO
20 BEFORE THE SECRETARY OF INTERIOR UNDER THE INDIAN GAMING
21 REGULATORY ACT.

22 Q. SAME AS -- SORRY LET ME LET YOU FINISH, SAME
23 QUESTION WHY IS THAT IN THE AGREEMENT?

24 A. AGAIN THE RELATIONSHIP WAS NOT SUPPOSED TO BE LIKE
25 A FIDUCIARY, IT WAS SUPPOSED TO BE THAT I'M IN CHARGE OF
26 THE CASINO PROJECT, I'M DOING THE LARGER EFFORTS IN
27 ORGANIZING IT AND THAT THAT IS DONE AS AN INDEPENDENT
28 CONTRACTOR FOR THE TRIBE, SO EVEN IF I TOOK A POSITION WITH

1 THE TRIBE THAT WOULD BE THROUGH SMDC AS AN INDEPENDENT
2 CONTRACTOR EVEN IF I HAD THE BUSINESS CARD THAT INTRODUCED
3 ME TO POLITICIANS SAYING THAT I'VE THIS AND THAT OFFICE FOR
4 THE TRIBE.

5 Q. SO SAFE TO SAY THIS IS WHAT WE MIGHT CALL AN ARM'S
6 LENGTH CONTRACT RELATIONSHIP?

7 A. ARM'S LENGTH CONTRACT THAT'S A VERY GOOD WORD FOR
8 IT YEAH.

9 Q. CAN YOU GIVE A VERY BRIEF DESCRIPTION OF AN ARM'S
10 LENGTH TRANSACTION?

11 A. A ARM'S LENGTH TRANSACTION IS WHEN YOU'RE NOT
12 FATHER DAUGHTER WHEN YOU'RE NOT TAKING CARE OF AN ELDERLY
13 PERSON WHO'S CAN'T -- WHO'S LOST THEIR REASONING CAPACITY,
14 IT'S NOT -- IT'S NOT THE IDEA OF FIDUCIARY LIKE A TRUSTEE
15 OF A TRUST. WHAT IT IS, IT'S A BUSINESSMAN, IT WAS A
16 BUSINESSMAN RENDERING A BUSINESS SERVICE AND THAT'S WHAT
17 THIS IS SUPPOSED TO BE A ARM'S LENGTH RELATIONSHIP WHERE A
18 BUSINESSMAN RENDERS A BUSINESS SERVICE.

19 Q. AND AGAIN MOVE FORWARD AS RAPIDLY AS POSSIBLE, THE
20 THIRD PARTY PROFESSIONAL, CAN YOU?

21 A. BEN THE THIRD PARTY PROFESSIONALS RETURN TO THE
22 THEME THAT THE TRIBE WOULD HIRE THESE PEOPLE AND I WOULD
23 HAVE THE RIGHT TO RELY ON THEM TO GET THE LEGAL WORK DONE
24 TO MAKE -- TO MAKE LEGAL JUDGMENTS WHETHER IT'S A RETIRED
25 CALIFORNIA SUPREME COURT JUSTICE, WHETHER IT'S THE TRIBAL
26 GENERAL COUNSEL RAE LAMOTHE, WHETHER IT WAS ONE OF THE
27 TRIBES OTHER LAWYERS, I COULD RELY ON THEM WHILE I WENT TO
28 DO THE BIGGER TASK OF TRYING TO HAVE GUEST A CASINO IN

1 PLACE.

2 Q. AND SAME QUESTION, WHY IS THIS IN THE AGREEMENT
3 BRIEFLY?

4 A. AGAIN THERE WAS SIX OR SEVEN DIFFERENT WAYS TO
5 EXPRESS THE SAME THING, THAT WOULD BE MORE APPLICABLE OR
6 LESS APPLICABLE DEPENDING ON THE SITUATION.

7 Q. SO IN OTHER WORDS SEYFARTH SHAW AND YOU WERE
8 COVERING YOUR BASES THAT IS CORRECT?

9 A. RIGHT AND THAT'S WHAT SEYFARTH SHAW WAS PAID TO
10 TO.

11 Q. AND YOU PAID THEM MR. STEIN?

12 A. YES. WELL SMDC PAID THEM, RIGHT.

13 Q. DRAW YOUR ATTENTION TO CLAUSE E?

14 A. THAT WAS ONE OF THE KEY CLAUSES, THE PARTY ANGRY
15 KNOWLEDGE THAT NO ATTORNEY-CLIENT RELATIONSHIP HAS EVER
16 EXISTED BETWEEN THE TONGVA AND STEIN OR AT THAT TIME I WAS
17 WORKING AT A LAW FIRM FROM CHIEF LEND CALLED ARTER & HADDEN
18 AND THIS AGREEMENT SHALL BE FORM ANY ATTORNEY-CLIENT
19 RELATIONSHIP. THE TONGVA, THE TRIBE ACKNOWLEDGES THAT FAR
20 THEY SHALL ENJOY NONE OF THE ADVANTAGES OF AN
21 ATTORNEY-CLIENT RELATIONSHIP, INCLUDING THE ATTORNEY-CLIENT
22 PRIVILEGE IN LITIGATION, IN OTHER WORDS THEY'RE GIVING THAT
23 UP. THE TONGVA AGREE TO HIRE ONE OR MORE LAW FIRMS TO DO
24 LEGAL WORK TO COMPLETE THE ECONOMIC DEVELOPMENT TASKS, THE
25 TASKS THAT WERE REQUIRED TO GET TO A CASINO.

26 Q. SO AGAIN SAME QUESTION, WHY IS IT THERE?

27 A. AGAIN, IT'S TO MAKE IT CRYSTAL CLEAR TO ANYBODY
28 THAT READ THE AGREEMENT THAT THERE WAS NOT TO BE ANY

1 ATTORNEY-CLIENT RELATIONSHIP, THIS WAS A BUSINESS MAN'S
2 RELATIONSHIP WITH A VOLUNTARY ORGANIZATION.

3 Q. DRAWING YOUR ATTENTION TO PARAGRAPH 3 C WHICH IS
4 RULES OF PROFESSIONAL CONDUCT, IT GOES ON TO THE NEXT
5 PAYMENT. RIGHT RULES OF PROFESSIONAL CONDUCT, DEVELOPERS
6 AGREE THAT SUCH SERVICES SHALL BE RENDERED IN ACCORDANCE
7 WITH LAW AND IN ALL ETHICAL AND PROFESSIONAL STANDARDS,
8 HOWEVER THE DEVELOPERS A MEMBER OF THE STATE BAR BUT IT IS
9 THE INTENT OF THE PARTIES THAT THERE BE NO ATTORNEY-CLIENT
10 RELATIONSHIP AND THAT THE PARTIES WOULD GRIEF THAT THE
11 CALIFORNIA RULES OF PROFESSIONAL CONDUCT THAT APPLY TO
12 LAWYERS WOULD NOT BE APPLIED TO THE WORK DONE UNDER THIS
13 AGREEMENT?

14 Q. SAME QUESTION MR. STEIN, WHY IS THIS CLAUSE IN THE
15 AGREEMENT?

16 A. THE RULES OF PROFESSIONAL CONDUCT ARE THE RULES
17 THAT GOVERN HOW AN ATTORNEY DEALS WITH A CLIENT H HOW THIS
18 CLIENT OVER HERE IS REPRESENTED BY THIS ATTORNEY OVER HERE
19 AND THE IDEA WAS TO MAKE IT CRYSTAL CLEAR THAT THAT WOULD
20 NOT THE RULES THAT OUR RELATIONSHIP WOULD FOLLOW.

21 Q. MOVING YOUR ATTENTION TO CLAUSE D, NO FIDUCIARY
22 RELATIONSHIP?

23 A. THE RID BETWEEN THE PARTIES SHALL BE SOLELY
24 CONTRACTUAL AND NEITHER PARTY, INCLUDING STEIN SHALL BE
25 DEEMED THE FIDUCIARY. IN OTHER WORDS IT WAS MADE CLEAR SO
26 THERE WAS NO ASSUMPTION, THERE WAS NO IMPLICATION THAT
27 THERE WAS FIDUCIARY DUTIES, IT WAS JUST AN ARM'S LENGTH
28 CONTRACT.

1 Q. AND AGAIN WHY IS THIS CLAUSE IN THE AGREEMENT?

2 A. THE SEYFARTH WAS VERY THOROUGH AND WANTED TO MAKE
3 SURE WHETHER YOU APPROACHED IT FROM ONE SIDE OR THE OTHER
4 SIDE OR FROM ABOVE OR FROM BELOW YOU WOULD RUN INTO
5 ONE OF THESE CLAUSES THAT WOULD APPLY RIGHT UP FRONT.

6 Q. AND FINALLY MOVING FURTHER DOWN CALL YOUR
7 ATTENTION TO CLAUSE 22?

8 A. THIS AGREEMENT IS NOT FOR THE BENEFIT OF ANY THIRD
9 PARTY OTHER THAN STEIN AND SHALL NOT BE DEEMED TO GIVE A
10 RIGHT OR REMEDY TO ANY THIRD PARTY OTHER THAN SIGN.

11 Q. WHAT IS THE PURPOSE OF THIS CLAUSE?

12 A. IT'S TO -- BECAUSE I WAS WORKING -- BECAUSE THE
13 AGREEMENT WAS WITH THE LIMITED LIABILITY COMPANY AND
14 BECAUSE AS AN INDIVIDUAL I'M SEPARATE FROM THEM, THAT
15 CLAUSE IS TO MAKE SURE THAT I WOULD GET RIGHTS UNDER
16 THIS AGREEMENT, IN PARTICULAR SINCE I WAS THE ATTORNEY,
17 THAT CLAUSE WAS TO MAKE SURE THAT ALL OF THOSE PROTECTION
18 THAT'S WE WENT OVER BEFORE APPLIED TO ME INDIVIDUALLY.

19 Q. SO MR. STEIN THERE ARE EIGHT CLAUSE THAT'S WE'VE
20 JUST GONE RELATIVELY RAPIDLY THROUGH, WHY SO MANY AGAIN?

21 A. THIS WAS IN PART BECAUSE I HAD BEGUN DEALING WITH
22 SAM DUNLAP BEFORE THE FORMATION OF GT TRIBE AND HAD STARTED
23 WORKING AS A LAWYER WITH HIM AND WE -- I MENTIONED THAT TO
24 SEYFARTH SHAW AND THEY SAID HEY LISTEN WE REALLY WANT TO
25 MAKE SURE THAT THERE WAS THERE IS NO QUESTION WHATSOEVER
26 ABOUT THIS AND THEREFORE, THEY APPROACHED THESE EIGHT
27 DIFFERENT WAYS.

28 Q. SO JUST BEING VERY SYSTEMATIC COVERING ALL YOUR

1 BASES AS IF WERE?

2 A. RIGHT AND IF YOU WENT THROUGH THE OTHER ASPECTS OF
3 THE AGREEMENT YOU WOULD SEE THEY WERE ALSO SYSTEMATIC IN
4 COVERING ALL THEIR BASES.

5 Q. I'D LIKE TO MOVING THROUGH OTHER PARTS OF THE THIS
6 DOCUMENT AND WE WILL DO THAT A RAPIDLY AS POSSIBLE IT MAY
7 TAKE A MOMENT TO SCROLL TO EACH. WHAT ARE WE LOOKING AT
8 HERE, THIS IS PAGE 23 OF THE AGREEMENT?

9 A. THAT WAS THE OFFICIAL ACTION OF THE TRIBE WHICH
10 WAS ONE OF ITS VERY FIRST ACTIONS, IT WAS NUMBER 10, THAT
11 WAS TAKEN ON THE VERY FIRST DAY THAT THE -- BASICALLY THE
12 TRIBE EXISTED AND THAT STATED THAT THEY APPROVED THAT
13 AGREEMENT.

14 Q. AND WHEN YOU SAY THEY, LET ME DRAW YOUR ATTENTION
15 FURTHER DOWN THE DOCUMENT, DO YOU SEE THAT NAMES HERE?

16 A. RIGHT. THOSE WERE THE PEOPLE THAT FORMED GT
17 TRIBE, THOSE WERE THE PEOPLE THAT FORMED GT TRIBE OUT OF
18 ANOTHER GROUP CALLED THE COASTAL GABRIELINOS RUN BY A GUY
19 NAME JIM ERNIE VELASQUES WHO WAS THE CHIEF, THEY SAID
20 LISTEN WE'RE GOING TO MERGE THIS INTO GT TRIBE AND THEN
21 WE'RE GOING TO DO THE CASINO PROJECT TOGETHER NOW IS IT
22 ACCURATE TO SEE THAT EACH MEMBER REPRESENTED THEIR APPROVED
23 RESOLUTION 10 OR HOW DID THAT WORK?

24 A. NO IT WAS A VOTE, IT WAS A -- YOU HAVE TO HAVE AN
25 OFFICIAL ACTION OF THE ORGANIZATION, IT WAS A VOTE, EIGHT
26 SO ONE, EIGHT TO TWO, EIGHT TO ONE WITH HAD ABSTENTION, IT
27 WAS A MAJORITY VOTE AND SO IT WAS SUCCESSFUL WITH THE FACT
28 THAT SOME PEOPLE VOTED AGAINST IT, THAT'S WHAT HAPPENS WITH

1 DEMOCRACIES.

2 Q. AND HERE WE SEE MR. STEIN, IT LOOKS LIKE PATRICIA
3 NEMINSKI SIGNED IN THE LOWER OF RIGHT-HAND CORNER. I SEE
4 IT SAYS ABSTAIN WRITTEN NEXT TO HER NAME. IS THAT WHAT
5 YOU'RE REFERRING TO?

6 A. YES. AND ONCE AGAIN, NOT ALL OF THESE PEOPLE WERE
7 PARTICULARLY SOPHISTICATED. YOU WOULD THINK THAT SHE WOULD
8 SIMPLY ABSTAIN BY NOT SIGNING THE AGREEMENT, BUT SHE WANTED
9 TO SIGN IT AND SAY THAT SHE ABSTAINED SO THAT THERE WAS NO
10 MISTAKE MADE AND SEEMED LIKED A REASONABLE THING TO DO.

11 Q. NOW MR. STEIN AT THIS TIME TO YOUR KNOWLEDGE, WE
12 SIGH MR. DUNLAP I'M GOING INFORM READ THEM ALL, MR. DUNLAP,
13 MR. VELASQUES, ET CETERA, ET CETERA, WERE THESE INDIVIDUALS
14 TO YOUR KNOWLEDGE AT THIS TIME IN 2001 APPOINTED OR
15 ELECTED?

16 A. THEY WERE ALL APPOINTED AND THERE HAD BEEN NO
17 ELECTIONS AT THE GABRIELINO THAT I KNEW OF -- AT THE
18 GABRIELINO -- COASTAL GABRIELINOS EITHER AND AS FAR AS
19 THEIR ACTIONS OF WHAT WAS SORT OF THE FIRST OFFICIAL
20 MEETING OF GT TRIBE THEY DEFINITELY HAD BEEN APPOINTED.

21 Q. ALL RIGHT. LET'S MOVE FORWARD. THIS IS CAN YOU
22 IDENTIFY THIS RESOLUTION MR. STEIN?

23 A. YEAH THIS IS AN AVERTED ATTEMPT, THE GUY THAT WAS
24 SUPPOSED TO REVIEW THE AGREEMENT FOR THE GT TRIBE WAS A GUY
25 NAMED MR. STEVE OTTO, MR. OTTO AGREED TO DO SO FOR VERY
26 LITTLE MONEY, WHEN HE SAW THE SCOPE OF THE AGREEMENT AND IT
27 WAS TO DO WITH CASINO, HE DECIDED TO CHARGE -- I BELIEVE
28 HIS NORMAL RATE WAS \$200 AN HOUR, BUT HE WANTED TO CHARGE

1 US \$800 AN HOUR SO WE TOLD HIM THAT WE JUST COULDN'T AFFORD
2 TO PAY IT AND HE BACKED OUT IN THE MIDDLE OF THE
3 REPRESENTATION. MR. ED HAMBURGER CAME IN IN HIS PLACE AND
4 FINISHED THE WORK.

5 Q. LET'S MOVE DOWN FURTHER IN THIS DOCUMENT. AND
6 HERE WE SEE IT'S NOT ACTUALLY SIGNED -- IT'S NOT ACTUALLY
7 SIGNED BY ANYONE?

8 A. THAT'S RIGHT. WE WERE ABOUT TO HIRE HIM WHEN HE
9 HIT ME WITH THE \$800 AN HOUR FIGURE AND I SAID HOLD OFF
10 GUYS LET'S FIGURE THIS OUT.

11 Q. ALL RIGHT LET'S MOVE FORWARD, PLEASE IDENTIFY
12 RESOLUTION NO. 17?

13 A. RESOLUTION 17, WHAT HAPPENED IS A LOT OF THE
14 ORIGINAL SIGNATORY IMMEDIATELY GOT COLD FEET THEY JUST
15 DIDN'T DID NOT WANT TO BE ASSOCIATED WITH A CASINO PROJECT,
16 I MEAN IT'S KIND OF HARD TO IMAGINE NOW THAT WE ALL KIND OF
17 ACCEPT I UNDERSTAND I CAN'T TELL CASINOS BUT BACK IN 2001
18 WHEN THEY WERE MUCH MORE CONTROVERSY THERE WAS A REAL
19 FEELING AMONG NECESSARY LEADERS IN THESE NATIVE AMERICAN
20 GROUPS SHE ISN'T DILUTE OUR AUTHENTICITY AND CULTURE WITH
21 MERE MONEY WHILE THEIR MEMBERS IN THE FRIENDS IN THE NATIVE
22 AMERICAN COMMUNITY THAT GONE FROM REALLY POOR OR MIDDLE
23 CLASS AND MIDDLE CLASS OR REALLY RICH AND SAID MY GOSH WE
24 WANT A CASINO SO IT WAS A VERY STRANGE ENVIRONMENT IN 2001.
25 ADDED TO THAT AS I GOT TO KNOW MR. DUNLAP MORE, I WAS
26 IMPRESSED WITH THE GUY BUT APPARENTLY PEOPLE THAT DEALT
27 WITH HIM OVER TIME, A LOT OF PEOPLE WERE NOT FANS OF HIS
28 AND SO THAT ALSO CREATED A PROBLEM. SO A LOT OF PEOPLE

1 LEFT AND RESOLUTION 17 WAS PASSED WHEN NEW PEOPLE
2 REPRESENTING NEW FAMILY GROUPS CAME ON BOARD.

3 Q. LET'S MOVE ON. AND AGAIN WE SEE HERE SIGNED BY
4 MR. DUNLAP, MS. MACHADA, MS. CARMELO, MR. ALCALA AND MR.
5 PEREZ IS THAT CORRECT?

6 A. YEAH VIRGINIA CARMELO HAD A LARGE FAMILY GROUP,
7 EDGAR PEREZ HAD THE GROUP IN SAN GABRIEL THAT PERSON BERNIE
8 ACUNA WAS RELATED TO THE MARTIN ALCALA HAD A GROUP IN WEST
9 L.A., A LOT OF THE GABRIELINO-TONGVA MEMBER WERE ALCALAS OR
10 WERE RELATED TO HIM. SHIRLEY MACHADO WAS PART OF THE
11 BEAUMONT GROUP AND SHE HAS LEFT THE BEAUMONT GROUP AND I
12 BELIEVE MR. SANDONNE GOAD DID AS WELL AND MR. DUNLAP WAS
13 PART OF A VERY LARGE FAMILY WHERE HALF OF IT WAS UP IN
14 FRESNO AND THE OTHER HALF WAS DOWN HERE.

15 Q. AND AGAIN AS OF APRIL 2001 TO YOUR KNOWLEDGE WERE
16 THESE INDIVIDUALS APPOINTED OR ELECTED?

17 A. THEY WERE ALL APPOINTED AND THEY REPLACED A LOT OF
18 THE INDIVIDUALS THAT RAN THE OTHER WAY AFTER SIGNING THE
19 RESOLUTION 10.

20 Q. ALL RIGHT. LET'S MOVE ON. THIS IS -- PLEASE
21 IDENTIFY THIS DOCUMENT?

22 A. RESPIRATORY 20 WAS A CHANCE TO GO OVER AND RATIFY
23 THE VERY SAME AGREEMENT WITH ED HAMBURGER'S INPUT. SO IT
24 WAS SORT OF A CHANCE TO MAKE SURE THAT EVERYTHING WE'D DONE
25 BEFORE WAS CORRECT, WAS APPROVED AND WAS RATIFIED ONCE
26 AGAIN WITH MR. HAMBURGER ON BOARD.

27 Q. AND MR. STEIN, THAT'S TRIBAL COUNCIL, MR.
28 HAMBURGER AND THAT'S COUNSEL WITH AN S E L AS OPPOSED TO C

1 I L ?

2 A. RIGHT HE WAS TRIBAL GENERAL COUNSEL, THE TRIBAL
3 COUNCIL WERE THESE APPOINT LEADERS OF LARGE FAMILY GROUPS.

4 Q. SO I COULD -- SORRY GO AHEAD.

5 A. AND OF COURSE IF YOU SEE THE SPELLING
6 GABRIELINO-TONGVA TRIBE THAT WAS GT TRIBE WITH A HYPHEN,
7 THAT WAS THE VOLUNTARY ORGANIZATION THAT WAS APPROVING THE
8 CONTRACT.

9 Q. MOVING DOWN THIS DOCUMENT -- AND TO BE CLEAR MR.
10 HAMBURGER IS A LAWYER?

11 A. OH YEAH ABSOLUTELY.

12 Q. FOR GT TRIBE AT THIS TIME CORRECT?

13 A. YEAH. HE'S A PRETTY GOOD LAWYER.

14 Q. AGAIN WE SEE SIGNATURES, MR. DUNLAP, MS. MACHADA,
15 MS. CARMELO, MR. ALCALA AND MR. PEREZ IS THAT CORRECT?

16 A. THAT'S RIGHT THERE WAS A LOT OF STABILITY
17 BEGINNING TO TAKE HOLD BY EVEN AS APRIL OF 2001.

18 Q. AND AT THIS TIME ELECTED OR APPOINTED?

19 A. ALL APPOINTED.

20 Q. ALL RIGHT. HERE WE HAVE RESOLUTION NO. 37, WHAT
21 IS THIS DOCUMENT?

22 A. THIS WAS AN AMENDMENT THAT CHANGED SOME OF THE
23 TECHNICAL TERMS OF THE AGREEMENT.

24 Q. WHY WAS THIS NECESSARY?

25 A. RAE LAMOTHE I BELIEVE HAD COME ON BOARD BY NOW AND
26 THIS IS THE -- THIS IS JANUARY OF 2002 SO NOW WE'RE ABOUT
27 EIGHT, 10 MONTHS LATER AND SHE WENT THROUGH THE AGREEMENT
28 AND SAID HEY I WANT SOME CHANGES MADE.

1 Q. MR. STEIN CAN YOU IDENTIFY RAE LAMOTHE FOR THE
2 JURY PLEASE?

3 A. RAE LAMOTHE SERVED AS TRIBAL GENERAL COUNSEL AFTER
4 ED HAMBURGER AND SHE TOOK THE FRIABLE FROM PROBABLY LATE
5 2001 THROUGH TO EARLY 2006, SHE LEFT RIGHT BEFORE THE MONEY
6 CAME IN.

7 Q. SO MS. LAMP WAS AN ATTORNEY FOR THE TRIBE CORRECT?

8 A. YES.

9 Q. ALL RIGHT LET'S MOVE ON HERE. AND AGAIN HERE WE
10 SEE A SLIGHTLY DIFFERENT GROUP, WE SEE MR. ALCALA CAL A-,
11 MS. CARMELO, MS. MACHADA, CINDI ALVITRE, MR. DUNLAP AND MR.
12 PEREZ. I NOTICE THAT TWO INDIVIDUALS HAVEN'T SIGNED WHO'S
13 CINDI ALVITRE?

14 A. CINDI ALVITRE WAS ADDED AS ANOTHER APPOINTEE. SHE
15 REPRESENTED A FAMILY GROUP, SHE HAD COME TO NOTORIETY NOT
16 ONLY WITHIN THE TRIBE BUT THROUGHOUT LOS ANGELES COUNTY
17 BECAUSE OF HER YOU KNOW PIONEERING WORK IN CATALINA ISLAND,
18 SHE SHOWED THAT THE GABRIELINOS WHY OUT IN CATALINA ISLAND
19 SHE SHOWED HOW THEY HAD GONE BACK AND FORTH 26 MILES IN THE
20 SURF AND NOBODY THAT THE GABRIELINOS WERE THAT
21 SOPHISTICATED TO BE ABLE TO DO THAT, SHE SHOWED THAT AND WE
22 WANTED HER ON COUNCIL SO WE HAD HER JOIN AS A SIXTH PERSON.

23 Q. MR. STEIN DO YOU KNOW WHY MS. CARMELO DIDN'T SIGN
24 THIS DOCUMENT?

25 A. YOU KNOW, SOME PEOPLE WOULD COME AND MISS
26 MEETINGS, MS. CARMELO WOULD MISS MORE THAN -- MORE THAN HER
27 SHARE, MS. ALVITRE, UNFORTUNATELY SEEMED TO WANT THE RESUME
28 LINE OF BEING A TRIBAL COUNCIL PERSON BUT OFTEN WAS NOT

1 AVAILABLE FOR MEETINGS.

2 Q. AND I BELIEVE THERE'S JUST A COUPLE MORE. THIS
3 IS --

4 A. THAT'S THE ACTUAL TECHNICAL AGREEMENT.

5 Q. AND SO THAT'S AN EXHIBIT TO THE PREVIOUS DOCUMENT
6 IS THAT CORRECT?

7 A. THAT'S -- THIS IS WHAT WAS APPROVED, RIGHT.

8 Q. AND AS WE GO TO THE BOTTOM HERE, LET ME SEE --?

9 A. WELL IF YOU GO RIGHT ABOVE [THARBGS] IF YOU SEE
10 THE NOTICE PROVISION, THE NOTICE PROVISION HAD SAM DUNLAP
11 AS TRIBAL SECRETARY.

12 Q. AND IT'S ADDED?

13 A. AND THEN A COPY TO RAE LAMOTHE TRIBAL GENERAL
14 COUNSEL AND SHE HAD HER OFFICES IN SANTA MONICA ABOUT ABOUT
15 A MILE DOWN THE ROAD.

16 Q. AND AGAIN WE SEE SIGNATURE LINES FOR MR. DUNLAP,
17 MS. LAMP AND YOU, MS. LAMP DIDN'T SIGN THIS DOCUMENT?

18 A. SHE DID BUT SHE SIGNED A COUNTERPART AND I'M NOT
19 SURE IF THE COUNTERPART MADE IT INTO THE EXHIBIT.

20 Q. AND YOUR SIGNATURE IS ON HERE AS WELL, CORRECT?

21 A. THAT'S CORRECT.

22 Q. AND IN WHAT CAPACITY DID YOU SIGN?

23 A. I'M SIGNING AS A MANAGER FOR SAINT MONICA, FOR
24 SMDC, THE MANAGER.

25 Q. AND HERE'S RESPIRATORY SLEW, IDENTIFY THIS
26 DOCUMENT PLEASE?

27 A. THIS DOCUMENT BETWEEN THROUGH ALL THE PRIOR
28 APPROVALS ONE BY ONE AND THE WHEREAS CLAUSES, TALKED ABOUT

1 ALL THE PRIOR APPROVALS AND UPDATED THEM, RATIFIED THE
2 AGREEMENT ONCE AGAIN, APPROVED THE PERFORMANCE THROUGH THAT
3 TIME WHICH I BELIEVE WAS ACKNOWLEDGING 78 \$6,000 WAS OWED
4 AND THE REASON FOR IT WAS BECAUSE FOR FIVE LONG YEARS I WAS
5 WORKING AS SMDC WAS PRODUCING GOOD WORK BUT THERE WAS NO
6 MONEY TO PAY SO THAT THIS IN PART ACKNOWLEDGED THAT THE
7 WORK WAS DONE AND ACCEPTABLE TO GT TRIBE.

8 Q. SO JUST TO BE CLEAR BY SEPTEMBER 28, 2003, SAINT
9 MONICA DEVELOPMENT WAS OWED HOW MUCH MONEY?

10 A. IT'S IN THE AGREEMENT.

11 Q. LET'S FIND THAT?

12 A. AT THE BOTTOM WHEREAS CLAUSE.

13 Q. YES.

14 A. IT'S SEVEN \$25,000.

15 Q. AND THAT'S BASED ON IT LOOKS LIKE \$25,000 PER
16 MONTH, RIGHT?

17 A. RIGHT AND WHEN THEY SIGN THAT THEY'RE SAYING YEAH
18 THAT'S CORRECT.

19 Q. AND AGAIN WE SEE -- I BELIEVE THESE ARE THE SAME
20 SIGNATURE BLOCKS AS THE PREVIOUS DOCUMENT, THAT'S MS.
21 ALVITRE, MS. CARMELO, MS. MACHADA, MR. DUNLAP AND MR.
22 PEREZ. AT THIS POINT WE'RE NOW IN 2003, TO YOUR KNOWLEDGE
23 WERE THESE INDIVIDUALS ELECTED OR APPOINTED?

24 A. THEY WERE ALL APPOINTED, IT'S JUST UN
25 INCORPORATE-D OR JUST LIKE A CHURCH GROUP OR JUST LOOK A
26 BOWLING LEAGUE OR JUST LIKE ANOTHER VOLUNTARY ORGANIZATION
27 YOU CAN EITHER ELECT YOUR LEADERS OR APPOINT THEM DEPENDING
28 ON HOW YOU RUN THE ORGANIZATION.

1 Q. MS. ALVITRE DIDN'T SIGN THIS DOCUMENT EITHER;
2 CORRECT?

3 A. THAT'S RIGHT. SHE EVENTUALLY, MUCH LIKE THE
4 COUNCILMEN THAT LEFT WITH THE DUNLAP FACTION, SHE
5 EVENTUALLY ABANDONED HER DUTIES AND JUST DIDN'T SHOW UP ANY
6 MORE, SO WE HAD TO APPOINT SOMEBODY NEW, WE NEVER GOT
7 ANYTHING IN WRITING FROM HER THAT SAID I'M IRRESPONSIBLE, I
8 ABANDONED BY DUTIES BUT WE ENDED UP REPLACING HER ANYWAY.

9 Q. AND I BELIEVE THERE'S ALSO AN EXHIBIT TO THIS
10 DOCUMENT; IS THAT CORRECT?

11 A. THAT'S RIGHT AND THAT CONTAINS AGAIN ALL THE
12 POINTS SAYING THIS IS HOW THIS AGREEMENT WAS APPROVED MANY,
13 MANY TIMES OVER A SIGNIFICANT PERIOD OF TIME IN VARIOUS
14 OFFICIAL ACTIONS OF GT TRIBE AND ABOUT SEVEN 25,000 IS OWED
15 FOR 28 MONTHS, IT ACKNOWLEDGES 28 MONTHS OF SATISFACTORY
16 PERFORMANCE IN THE TOP PARAGRAPH THERE.

17 Q. RIGHT SO MOVING TO THE SIGNATURES THERE, AND HERE
18 WE SEE MR. DUNLAP, MS. LAMP AND YOU AGAIN?

19 A. RIGHT AND SO THAT APPROVES FORM AND CONTENT AND
20 THAT WAS TO MAKE SURE THAT WHATEVER MISTAKES IN THE PAST
21 WERE FIXED AT THIS POINT AND THAT THE TRIBAL GENERAL
22 COUNSEL FOR THE TRIBE RAE LAMOTHE HAD SIGNED OFF ON ALL THE
23 THINGS CITED ABOVE THAT BASICALLY FIXED ANY MISTAKES WE HAD
24 IN THE PAST.

25 Q. AND AGAIN YOUR SIGNATURE HERE WITH A AFFIXED IN
26 WHAT FACET?

27 A. AGAIN AS A MANAGER TORE SAINT MONICA AND IF YOU
28 LOOK ON ANY TRIBAL STATIONARY IT IS ALWAYS LISTED I'M

1 MANAGER FOR SANTA MONICA DEVELOPMENT.

2 Q. AND I THINK THERE'S ANOTHER COPY OF EXHIBIT THAT
3 FOUND ITS WAY IN AND I BELIEVE THAT IS JUST A DUPLICATE AND
4 THEN FINALLY MR. STEIN CAN YOU IDENTIFY THIS DOCUMENT FROM
5 MAY 20, 2006?

6 A. RIGHT --.

7 THE COURT: HOLD ON IS THAT ATTACHED TO THE
8 AGREEMENT OR IS IT A NEW EXHIBIT.

9 MR. FORDYCE: YES YOUR HONOR THAT'S ACTUALLY STILL
10 PART OF 569.

11 THE COURT: THANK YOU?

12 A. THIS IS MAY 20TH, THIS IS THE DAY BEFORE WE GOT
13 FUNDED BY LIBRA AND THE TRIBAL GENERAL COUNSEL WHO WAS
14 RENTED BY MARILYN BARRETT, WANTED TO MAKE SURE THEY WEREN'T
15 GOING TO BE PERSONALLY LIABLE TO PAY BACK MONEY TO LIBRA
16 THAT WAS TAKEN. AND THEY DIDN'T WANT TO BE HELD
17 RESPONSIBLE AND I SAID WELL WAIT A SECOND IF YOU STEAL THE
18 MONEY IF YOU MISAPPROPRIATED THE MONEY YOU CAN BE HELD
19 INDIVIDUALLY LIABLE SO THEY WEREN'T PARTICULARLY HAPPY
20 ABOUT THAT BUT THEY DID GRIEF TO AND THIS SAYS BASICALLY
21 THAT THEY CAN'T BE HELD PERSONALLY LIABLE TO LIBRA FOR THE
22 MONEY HOWEVER IF THEY DO MISS APPROPRIATE -- MISS
23 APPROPRIATE IT, THEN THEY CAN BE HELD PERSONALLY LIABILITY
24 FOR THE MONEY.

25 Q. AND AGAIN JUST TO BE CLEAR, WHY WAS THIS AN
26 IMPORTANT ADDITION TO THE AGREEMENT?

27 A. WELL STOP STORE A SECOND. SEE IT SAYS DOWN THERE
28 JONATHAN STEIN SAINT MONICA DEVELOPMENT LLC, THE IDEA WAS

1 TO PROTECT FOR LIABILITY, THEY WERE LOOKING FOR A CERTAIN
2 ARTICLE OF PROFESSION, I HAVE HAD PROTECTION -- I THOUGHT I
3 HAD PROTECTION BECAUSE I WAS GOING THEREBY A LIMITED
4 LIABILITY COMPANY AND THERE WAS THINGS THAT THEY WANTED
5 STATED IN WRITING AND THAT'S WHAT THIS DID, THAT BASIC
6 COMPROMISE.

7 Q. AGAIN, THIS IS SIGNED BY YOU AND WHAT CAPACITY?

8 A. AGAIN AS PRESIDENT OF SAINT MONICA DEVELOPMENT?

9 A. I WAS BOTH A MANAGER AND A PRESIDENT.

10 Q. AND SIGNED ALSO BY MS. CARMELO?

11 A. RIGHT.

12 Q. AND THIS IS NOW MAY 2006 WAS MS. CARMELO TO YOUR
13 KNOWLEDGE WAS SHE ELECTED OR APPOINTED?

14 A. AT THIS POINT WE HAD OUR FIRST ELECTION IN 2005,
15 ELECTION RIGHT SIDE REALLY EXPENSIVE, YOU'VE GOT A LOT OF
16 PAPERWORK, YOU'VE GOT TO SET SEVERAL TRIBAL MEETINGS, YOU
17 HAVE TO FEED PEOPLE WHEN THEY SHOW UP FOR THE TRIBAL
18 MEETINGS, YOU HAVE ABSENTEE BALLOTS, YOU'VE GOT TO PULL IN
19 TALLEY AND ACCOUNTING AND PAY THEIR FEES TO CERTIFY THE
20 ELECTION, SO WE THOUGHT -- BY 2005 WE PULLED TOGETHER AN
21 ELECTION. SO AS OF 2006 WHEN SHE SIGNED THIS, SHE WAS AN
22 ELECTED CHAIRWOMAN.

23 Q. SO MR. STEIN LOOKING AT EXHIBIT 569 IN TOTAL AS
24 WE'VE JUST EXAMINED IT, WHAT WAS YOUR TOLLED?

25 A. MY ROLE WAS TO BE IN AN ARM'S LENGTH AS
26 RELATIONSHIP AS A BUSINESSMAN, AS A DEVELOPER THROUGH THIS
27 LIMITED LIABILITY COMPANY THAT I MANAGED AND OWNED AND THAT
28 I WOULD BE IN CHARGE OF THE CASINO PROJECT, THE CASINO

1 PROJECT ACTUALLY WAS AT FIRST WE CALLED IT THE TRIBAL
2 DEVELOPMENT OFFICER FOR THE CASINO PROJECT BUT THEN AFTER
3 WE GOT THE FUNDING WE CALLED IT THE GABRIELINO-TONGVA
4 GAMING AUTHORITY, GT G A, SO I WAS CEO, I WAS NOT CEO OF
5 THE TRIBE, I WAS CEO OF THE GAMING AUTHORITY, I RAN THE
6 CASINO PROJECT BUT UNDER THIS AGREEMENT AS AN ARM'S LENGTH
7 CONTRACTOR, INDEPENDENT CONTRACTOR FOR GT TRIBE.

8 Q. SO MR. STEIN IT WAS NOT YOUR ROLE TO RUN THE TRIBE
9 AS IT WERE?

10 A. NO, I DIDN'T RUN THE TRIBE, THE TRIBAL COUNCIL RAN
11 THE TRIAL BRIEF AND I LEFT MY SECRETARY BARBARA GARCIA
12 BECAUSE WE DIDN'T HAVE MUCH MONEY AND WHEN THE LIBRA MONEY
13 CAME IN THERE WAS THIS VERY EXPLICIT BUDGET AS TO WHAT YOU
14 COULD SPEND IT ON SO BARBARA GARCIA I JUST INSTRUCTED HER,
15 JUST DO WHAT THEY WANT AND RUN THE TRIBE AND I WOULD CHECK
16 IN WITH THEM, WE WOULD HAVE REGULAR MEETINGS AND I WOULD
17 FIND OUT WHAT'S GOING ON.

18 Q. MR. STEIN EARLIER WE SPOKE BRIEFLY AS YOUR ROLE AS
19 A LAW REVIEW, I'M WONDERING DID LAW REVIEW RAISE ITS HEAD
20 IN THE CONTEXT OF SMDC AGREEMENT AND YOUR ROLE WITH THE
21 TRIBE?

22 A. YEAH, YOU KNOW I GOT -- YOU KNOW THE WORK THAT I
23 WAS DOING WAS GROUND BREAKING, I MEAN THE FEDERAL
24 RECOGNITION PROCESS WAS CLEARLY BROKEN AND ANYBODY THAT YOU
25 WALK TO WOULD TELL YOU THE SAME THING. THE DEGUENENOS ARE
26 A TRIBE JUST LIKE THE GABRIELINOS BUT THEY'RE FROM SAN JUAN
27 CAPISTRANO INSTEAD OF FROM SAN GABRIEL MISSION THEY WENT
28 FORWARD UNDER THE OLD PROCESS THEY GOT DENIED FEDERAL

1 RECOGNITION, THEY WERE DENIED, THEY WILL FOREVER NOT BE
2 RECOGNIZED AS A TRIBAL, WHAT I SAID WAS LISTEN THE
3 CALIFORNIA CONSTITUTION ALLOWS GAMING BY CALIFORNIA INDIAN
4 TRIBES, WE ARE A STATE RECOGNIZED INDIAN TRIBE AND WHAT I
5 DID IS WAS I DEVELOPED -- I HAVE DID TWO LAW REVIEW
6 ARTICLES, THE FIRST ONE WAS THEORETICAL SHOWS THAT HOW'S AS
7 A MATTER EVER FEDERALISM UNDER THE 10TH AMENDMENT OF THE
8 STATE CONSTITUTION, STATES HAVE RESERVED POWERS IT'S UNDER
9 THE 10TH AMENDMENT THAT THE STATE OF NEVADA SAID IN 1931
10 SAYS HEY WE'RE GOING TO CONDUCT GAMBLING IN OUR STATE AND
11 WE'RE GOING TO PASS LAWS TO REGULATE IT AND THEY WERE
12 IMMEDIATELY BROUGHT UP TO THE U.S. SUPREME COURT IN 1933
13 THE U.S. SUPREME COURT SAID NO NO NO IF YOU HAVE WANT
14 GAMBLING IN THE STATE OF NEVADA YOU CAN HAVE IT AND THAT
15 WAS THE 10TH AMENDMENT RIGHT OF A STATE. WHAT I ADDED TO
16 THAT WAS SAYING LISTEN A -- THERE ARE TWO DIFFERENT POWERS
17 THAT A STATE HAS RESERVED TO IT, NUMBER ONE INDEPENDENT OF
18 THE FEDERAL GOVERNMENT THEY CAN RECOGNIZE THEIR OWN INDIAN
19 TRIBES, THEIR NEIGHBORHOOD TRIBES IF YOU GO, AND NUMBER 2
20 IF THE STATE CAN GAMBLE, THEY CAN ALLOW THE TRIBES INSIDE
21 OF THAT STATE TO GAMBLE COMPLETELY INDEPENDENT OF THE
22 FEDERAL FRAMEWORK. UNIVERSITY OF SAN FRANCISCO LAW REVIEW
23 WANTED TO PUBLISH THAT THEORY.

24 Q. SO MR. STEIN CAN I JUST STOP YOU FOR A MOMENT AND
25 HAVE YOU IDENTIFY -- THIS HAS NOT BEEN IDENTIFIED AS AN
26 EXHIBIT YET, PLEASE IDENTIFY EXHIBIT 738, THIS IS THE COVER
27 OF THE UNIVERSITY OF THE SAN FRANCISCO LAW REVIEW THIS IS
28 THE 40TH VOLUME MEAN IT WAS INT HE 40TH YEARS OF

1 PUBLICATION, IT WAS IN THEIR WINTER ELECTION, THEIR SECOND
2 OF THREE ELECTIONS THEY PUT OUT EVERY YEAR AND THE NAME OF
3 THE ARTICLE WAS LOFT IN THE SHUFFLE, STATE RECOGNIZED
4 TRIBES AND THE TRIBAL GAMING INDUSTRY AND ALEXA KONIG WAS
5 AN ASSISTANT PROFESSOR AT THE UNIVERSITY OF THE SAN
6 FRANCISCO WHO PROVIDED A LOT OF THE VERY TOUGH REAL
7 RESEARCH?

8 Q. SO MR. STEIN I'M ALSO GOING TO MOVE TO EXHIBIT --
9 SORRY 739 I BELIEVE IT IS. WAS THERE A FOLLOW UP YOU MIGHT
10 HAVE JUST REFERENCED IT WAS THERE A FOLLOW-UP ARTICLE IN-LAW
11 REVIEW TOO?

12 A. YEAH THE FIRST ARTICLE CAME OUT AND IT CREATED
13 QUITE A STIR.

14 THE COURT: CAN RE OLD ON A ANYONE WAS A SEPARATE
15 EXHIBIT.

16 MR. FORDYCE: YES YOUR HONOR I'M GOING TO HAVE
17 SEVEN 39.

18 THE COURT: AND THE LAST ONE.

19 MR. FORDYCE: 738 YOUR HONOR CORRECT. MR. STEIN
20 PLEASE IDENTIFY EXHIBIT 739?

21 A. THIS IS THE SECOND LAW REVIEW ARTICLE, SAME THING,
22 ON THE COVER WAS SANTA CLARA LAW REVIEW. THERE'S A
23 TRADITION AMONG LAW REVIEWS THAT THEY ADDRESS A TOPIC ONLY
24 EVERY ONCE IN A WHILE, SO ONE LAW REVIEW WILL HAND YOU OFF
25 TO ANOTHER. AND THEY PUBLISHED THE FOLLOW ON ARTICLE.
26 WITH THIS ONE WAS, WAS IT WAS CALLED FEDERALISM AND THE
27 STATE RECOGNITION OF NATIVE AMERICAN TRIBES, A SURVEY OF
28 STATE RECOGNIZED TRIBES AND STATE RECOGNITION PROCESSES

1 ACROSS THE UNITED STATES. SO THIS IS THE FIRST OF ITS KIND
2 RESEARCH, NEVER BEEN DONE BEFORE. GOING TO EVERY STATE, WE
3 FOUND EIGHT DIFFERENT STATES RECOGNIZED OVER 60 INDIAN
4 TRIBES AND THEN WE TRIED TO DIVIDE THEM UP INTO CATEGORIES
5 AS TO WHY THEY RECOGNIZED THEM, HOW THEY RECOGNIZED THEM
6 AND HOW THERE WERE SOME SHARED TRAITS, SINCE NOBODY HAD
7 EVER DONE ANYTHING LIKE THIS IN THE ACADEMIC SPHERE THIS
8 WAS A FIRST EFFORT OF ITS KIND AND THAT'S WHY SANTA CLARITA
9 SAID WE'D LIKE TO PUBLISH IT.

10 Q. AND MR. STEIN JUST BACKING UP FOR A MOMENT GETTING
11 AWAY FROM THE SUBSTANCE OF THESE LAW REVIEW ARTICLES,
12 WHAT'S THE PURPOSE OF TWO LAW REVIEWS ARTICLES LIKE THE TWO
13 WE'VE JUST SEEN, EXHIBITS 738 AND 739?

14 A. SO FURTHER DEFINE THESE EMORPHOUS THING CALLED THE
15 LAW THAT REGULATES OUR SOCIETY. IT'S VERY HARD TO LIVE IN
16 A FREE SOCIETY. IF YOU WANT SOMETHING EASY, JUST GO LIVE
17 IN A DICTATORSHIP. MY WIFE WAS RAISED IN COMMUNIST CHINA.
18 LIFE WAS EASY. BUT IF YOU'RE TRYING TO FIGURE OUT HOW TO
19 LEAVE IN A FREE SOCIETY YOU HAVE THIS -- SOMETHING CALLED
20 THE LAW THAT KIND OF FLOATS OUT IN THE ATMOSPHERE, THE JOHN
21 THE LOVE LAW REVIEW IS TAKE ONE OF LITTLE CORNER THAT FAR
22 AND AT THE FINE IT REALLY REALLY WELL SO THAT WHEN JUDGES
23 COME ACROSS AN ACTUAL CONTROVERSY WHEN THERE ARE HAD REAL
24 PEOPLE WHO'S LIVES ARE IMPACTED SUCH AS MRS. GOADS LIFE IS
25 IMPACTED AND HER DESIRES, MR. ACUNA'S DESIRES, MY DESIRES,
26 THERE'S SOMETHING TO TURN TO SAY HEY THIS IS HOW IT
27 WORKS.

28 Q. MR. STEIN, DID ANYONE ELSE SUPPORT THE THEORIES

1 THAT YOU AND MR. KONIG PROP [TPAEUTD] IN THESE TWO LAW
2 REVIEW ORDERS.

3 MS. IBARRA: I'M GOING TO OBJECT YOUR HONOR TO
4 THIS WHOLE LINE OF QUESTIONING BECAUSE I'M NOT SEEING THE
5 RELEVANCE TO THIS PART OF THE TRIAL.

6 THE COURT: SUSTAINED.

7 MR. FORDYCE: ALL RIGHT I'LL MOVE FORWARD.

8 Q. MR. STEIN I'D LIKE TO TURN YOUR ATTENTION TO THE
9 LIBRA FUNDING AGREEMENT, CAN YOU TELL ME WHEN LIBRA FUNDING
10 TREATMENT TOOK MICE?

11 A. MAY OF -- IT WAS A SOLID YEAR IN THE MAKING BUT WE
12 FINALIZED IT IN MAY OF 2006.

13 Q. LET ME ASK YOU, MR. STEIN, WHAT WAS YOUR FINANCIAL
14 CONDITION LEADING UP TO THE MAY 2006 LIBRA AGREEMENT?

15 A. I HAD GONE FROM A POSITION OF CONSIDERABLE
16 AFFLUENCE AND I WAS DEAD BROKE BY MAY OF 2006, I WAS ON
17 FUMES, I HAD RUN OUT OF ALL MY MONEY BECAUSE I'D WORKED ON
18 FOR A SOLID YEAR ON NOTHING BUT THIS AND THE YEARS BEFORE
19 IDENTIFY WORK MAYBE HALF TIME ON THIS AND HALF TIME PAYING
20 STUFF SO BY THE TIME THIS AGREEMENT CLOSED I WAS DEAD
21 BROKE.

22 Q. SO MR. STEIN CAN YOU GIVE THE JURY SOME
23 INFORMATION, WHAT WAS OF THE LIBRA AGREEMENT?

24 A. THE LIBRA AGREEMENT WAS A PRIVATE EQUITY FUNDING
25 AGREEMENT RUN BY LIBRA AND THEY WERE THE MANAGER FOR ABOUT
26 NINE OR 10 OTHER INSTITUTIONAL INVESTORS, SOME IN THE U.S.,
27 SOME LOCATED IN OFF SHORE TAX-FREE JURISDICTIONS.

28 Q. AND MR. STEIN, THIS IS EXHIBIT 64 FOUR, I DON'T

1 BELIEVE THIS HAS BEEN IDENTIFIED. EITHER WAY CAN YOU
2 IDENTIFY '64 FOUR PLEASE?

3 A. THIS IS THE LIBRA FUNDING AGREEMENT THAT WAS FOR A
4 TOTAL OF 21 MILLION DOLLARS BUT REALLY IT WAS REALLY A TWO
5 POINT \$15,000,000 AGREEMENT, THEY HAD TO GIVE US TWO POINT
6 15,000,000 AND THEY HAD -- THEY HAD THE ABILITY COMPLETELY
7 WITHIN THEIR DISCRETION, THEY DIDN'T HAVE TO BE FAIR, THEY
8 DIDN'T HAVE TO BE REASONABLE, THEY DIDN'T HAVE TO DO IT
9 EARLY, THEY DIDN'T HAVE TO DO A CERTAIN AMOUNT, BUT THEY
10 AGREED THAT IF WE DID WELL ENOUGH THEY WOULD MAKE A TOTAL
11 OF 21 MILLION DOLLARS AVAILABLE. WHAT WE DID SUCCEED IN
12 ORGANIZING HERE WAS TO GET TWO POINT 15,000,000, THEY ONLY
13 WANTED TO GIVE US \$500,000 BUT I NEGOTIATED THEM UP TO TWO
14 POINT 15,000,000.

15 Q. SO TO BE CLEAR AND I JUST WANT THE JURY TO
16 UNDERSTAND THAT, LIBRA'S INITIAL POSITION WAS 3500 THOUSAND
17 DOLLARS UP FRONT, NO COMMITMENT FOR ANYTHING FURTHER,
18 CORRECT?

19 A. YEAH THEY CALLED IT AN OPTION, THEY HAD THE OPTION
20 TO BE THE SOLE ENTITY FUNDING THE TRIBE SO IF WE WERE GOING
21 TOO MUCH GET A CASINO, THEY HAD THE OPTION TO GIVE US ALL
22 THE MONEY WE NEEDED TO GET A CASINO BUT IF THEY THOUGHT AT
23 ANY TIME WE WEREN'T GOING TO GET A CASINO THEY COULD JUST
24 SIMPLY SAY KEEP THE MONEY THAT YOU'VE GOT BUT WE'RE NOT
25 GOING TO GIVE YOU MY MORE. AND THINGS WRITTEN INTO THAT
26 THE AGREEMENT WERE THINGS LIKE THEY DIDN'T HAVE TO THE
27 REASONABLE, THEY DIDN'T HAVE ANY DUTY, DID NOT VERY ANY
28 FIDUCIARY DUTY, THEY WERE IN CONTROL. WHAT I GOT OVER THE

1 COURT OF NEGOTIATING WITH THEM WAS THE UP FRONT ABILITY
2 THAT THEY HAD AGREED WITH OF \$500,000, I KEPT PUSHING ON
3 THAT UNTIL WE GOT IT UP TO TWO POINT \$15,000,000.

4 Q. ACTUALLY LET ME JUST BACK UP FOR A MOMENT TO BE
5 CLEAR. HOW DID YOU COME TO LIBRA AS AN INVESTOR FOR THE GT
6 TRIBE CASINO PROJECT?

7 A. THEY WERE ABOUT NUMBER 80 ON THE LIST, THE FIRST
8 '79 SAID NO AND THEY SAID YES AND SINCE THEY SAID YES,
9 THERE WAS NO NUMBER 81.

10 Q. AND THESE '80, THIS WAS PART OF SMDC'S WORK FOR GT
11 TRIBE DURING THE PENDENCY OF THE SMDC AGREEMENT?

12 A. THAT'S WHAT I DID FOR A YEAR, I SPENT MY DAYS
13 PHONE CALLING IF I GOT A ANYBODY IDENTIFY JUMP ON A PLANE
14 TO FLORIDA OR IDENTIFY JUMP ON A PLANE TO CHICAGO OR
15 IDENTIFY JUMP ON A PLAN TO AT MAN AT THAT OR MOST OFTEN TO
16 NEW YORK, OCCASIONALLY IT WAS LOCAL HERE IN L.A., LIBRA
17 TURN OUT TO BE A LOCAL OUTFIT AND THESE WERE PRIVATE EQUITY
18 FUNDS YOU KNOW THAT YOU FOUND OUT ABOUT THEM BY WORD OF
19 MOUTH, VERY MUCH UNREGULATED MONEY AND THIS IS A VERY, VERY
20 HIGH RISK PROJECT, TRYING TO GET A CASINO FOR A TRIBE THAT
21 WAS NOT FEDERALLY RECOGNIZED.

22 Q. SO AGAIN, JUST TO BE CLEAR YOU DESCRIBED THIS AS A
23 DISCRETIONARY AGREEMENT ON THE PART OF LIBRA FUNDING,
24 CORRECT?

25 A. 100 PERCENT -- I MEAN IF NOT 100 PERCENT, THEN
26 99.9 PERCENT DISCRETION OTHER THAN THEY HAD TO GIVE US THE
27 FIRST TWO POINT 15,000,000.

28 Q. AND THEY DID DO SO CORRECT?

1 A. YES THEY DID.

2 Q. WERE THERE REQUIREMENTS THAT HAD TO BE IN PLACE
3 FOR LIBRA TO BE INVEST WITH THE TRIBE?

4 A. YEAH THEY HAD A -- WE HAD TO CLEAN UP OUR ACT A
5 LITTLE BIT, WE HAD TO PUT IN PLACE WAS A CONSTITUTION WAS
6 THE MAIN THING AND THEN THEY WANTED TO MAKE SURE THAT THE
7 APPROVAL RESOLUTIONS WERE A LITTLE BIT BETTER DONE THAT BIG
8 SOME OF THE SMDC RESOLUTION THAT'S HAD TO BE CLEAN UP LATER
9 AS YOU SAW.

10 Q. SO LET ME BRING UP --.

11 THE COURT: A FEW MORE MINUTES BEFORE WE TAKE OUR
12 AFTERNOON BREAK UNLESS YOU'RE READY TO GET INTO A NEW AREA
13 WE CAN TAKE IT NOW.

14 MR. FORDYCE: ACTUALLY WE MAY BE ABLE TO TIME THIS
15 PERFECTLY.

16 Q. MR. STEIN I BELIEVE 54 ONE HAS ALREADY BEEN
17 IDENTIFIED BUT CAN YOU GO AHEAD AND EXHIBIT WHAT WE'RE
18 LOOKING AT IN 54 ONE?

19 A. OKAY NOW WHAT THIS IS, THIS IS THE AMEND AND
20 RESTATED, THIS IS THE CONSTITUTION THAT WAS ADOPTED BY THE
21 MEMBERS IN SPRING OF 2007, AFTER THE SPLIT. BEFORE THE
22 SPLIT, THE EXACT SAME CONSTITUTION BUT WITH SOME TYPOS CAN
23 MAYBE -- MAYBE PAGE 43 HAD LANGUAGE THAT WOULD NOW BE ON
24 PAGE 44, THAT WAS ADOPTED BY THE TRIBAL COUNCIL ALONE, NOT
25 THE MEMBERSHIP IN TIME TO DO THE LIBRA FUNDING AGREEMENT,
26 THEY WOULD NOT FUND UNTIL THEY SAID HEY ALL THIS I OBJECT
27 FOR THE FORMAL, ALL THESE APPOINT OFFICES WE AT LEAST NEED
28 A CONTUSION IN PLEASE, I SAID THIS IS NO WAY TO GET A

1 MEMBER MEETING IN TIME, WHAT I DIDN'T TELL THEM WAS I WAS
2 FLAT BROKE AND I DIDN'T HAVE TIME TO HAVE PUT TOGETHER A
3 VERY EXPENSIVE ELECTION, AND THEY SAID FINE GET IT ADOPTED
4 BY THE COUNCIL AND WE ADOPTED WHAT I THOUGHT WAS A VERY
5 GOOD CONSTITUTION. I MEAN I'VE HEARD IT POORLY SPOKEN OF,
6 BUT I THOUGHT IT WAS PRETTY WELL DONE AND RAE LAMOTHE
7 THOUGHT THIS WAS PRETTY WELL DONE.

8 Q. SO MR. STEIN, I'M SCROLLING DOWN -- I'M SORRY TO
9 DO THIS WHEN YOU'RE TESTIFYING, BUT JUST SO THAT IT'S CLEAR
10 THAT THERE IS ACTUALLY A CONSTITUTION ATTACHED TO WHAT THE
11 JURY IS SEEING IS A RESOLUTION?

12 A. RIGHT.

13 Q. AND THIS CONSTITUTION, THIS SLIGHTLY CLEANED UP
14 VERSION?

15 A. RIGHT. IT SAYS FOR EXAMPLE -- YOU KNOW, IF YOU GO
16 DOWN TO ARTICLE ONE RIGHT THERE IT SAYS THE NAME IS
17 GABRIELINO-TONGVA TRIBE IT'S A CALIFORNIA INDIAN TRIBE
18 HISTORICALLY KNOWN AS SAN GABRIEL BAND OF MISSION INDIANS.
19 THAT WAS THE NAME OF THE VOLUNTARY ORGANIZATION THAT THE
20 CONTRACT WITH SMDC THAT HAD THE CONTRACT WITH LIBRA
21 AGREEMENT AND LIBRA AGREEMENT WANTED TO SEE SOMETHING THAT
22 SAID THIS IN THE FORM OF A CONSTITUTION.

23 Q. SO MR. STEIN WAS THE CONSTITUTION, WAS THIS
24 CONSTITUTION IN 2006 WAS IT PASSED BY THE MEMBERS OF GT
25 TRIBE?

26 A. JUST BY TRIBAL COUNCIL AND THAT'S ALL THE
27 INVESTORS, THEY WERE VERY HAPPY WITH THE DOCUMENT THAT'S
28 ALL THEY REQUIRED.

1 Q. AND WHY WAS IT ONLY PASSED BY THE TRIBAL COUNCIL
2 OF GT TRIBE?

3 A. I MENTIONED EARLIER THERE WAS NO TIME OR MONEY TO
4 PUT TOGETHER AN ELECTION OF THE WHOLE TRIBE -- TRIBAL
5 MEMBERSHIP.

6 Q. NOW, TO BE VERY CLEAR, THE ELECTION PROCESS THERE
7 WASN'T TIME FOR, LET ME ASK YOU H WAS THE ITERATION OF THIS
8 CONSTITUTION IN 2006 WAS IT RUSHED?

9 A. NO. NO IT WAS ACTUALLY PRETTY WELL DONE, I
10 THOUGHT IT WAS VERY WELL DONE AND I HAVE THOUGHT RAE
11 LAMOTHE DID A GOOD JOB IN THE WORK SHE DID TOO.

12 Q. SO AGAIN I JUST WANT TO BE EXTRA CLEAR FOR JURY SO
13 IT WAS TIME PRESSURE THAT RESULTED IN GETTING IT APPROVED
14 BY THE TRIBAL COUNCIL OF GT TRIBE; CORRECT?

15 A. RIGHT. THERE WASN'T TIME PRESSURE IN GETTING IT
16 PROPERLY DRAFTED AND ONE FO THE REASONS THAT IT'S WELL
17 DRAFTED IS THE ATTORNEYS FOR LIBRA IN DRAFTING THE
18 AGREEMENT ALSO REVIEWED THIS AGREEMENT AND SAID HEY WE WANT
19 TO MAKE SURE THIS THIS AND THIS IS IN THERE TOO.

20 Q. YOUR HONOR JUST ONE MORE QUESTION QUICK AND THEN
21 WOULD IT BE A GOOD TIME FOR A BREAK.

22 THE COURT: SURE.

23 MR. FORDYCE: FANTASTIC.

24 Q. MR. STEIN HOW DID LIBRA INVESTORS REACT TO THE
25 CONSTITUTION IN 2006?

26 A. THEY LIKED IT, THEY LIKED IT, THEY -- THE FACT
27 THAT WE WERE COOPERATIVE IN ADDING THE THINGS THAT THEY
28 WANTED TO SEE IN THERE PLEASED THEM, THE FACT THAT IT WAS

1 CLEAR WHAT IT WAS MEANT TO DO PLEASED THEM AND THE ONLY
2 THING THAT CAUSED DISCUSSION WAS THAT IT HADN'T BEEN
3 ADOPTED BY THE MEMBERS BUT BECAUSE THE CORPORATIONS CODE IS
4 SO LENIENT TOWARDS UN INCORPORATE-D ASSOCIATION'S BE THEY
5 BOWLING LEAGUES OR CHURCH GROUPS OR VOLUNTARY GROUP OF
6 DESCENDENTS OF THE HISTORIC GABRIELINO-TONGVA INDIAN TRIBE
7 IN LOS ANGELES COUNTY, THEY SAW THAT IT DIDN'T HAVE TO BE
8 MUCH BETTER THAN IT WAS.

9 MR. FORDYCE: GOOD TIME YOUR HONOR.

10 THE COURT: NODS.

11 MR. FORDYCE: THANK YOU.

12 THE COURT: OKAY 15-MINUTE BREAK.

13 (WHEREUPON THE JURY EXITS THE COURTROOM.).

14 THE COURT: OKAY THANK YOU. WE'RE IN RECESS?

15 A. THANKS.

16 MR. FORDYCE: THANK YOU YOUR HONOR.

17 (BREAK TAKEN.) 03:03 PM TO 03:17 PM.

18 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN,
19 BC361307. SOMEBODY WANTED TO TALK ABOUT SOMETHING.

20 MR. STEIN: JUST A SCHEDULING POINT THAT IT'S TWO
21 AND TWO THAT THE COURT MAY HAVE NOT HAD A CHANCE TO PUT
22 TOGETHER.

23 MR. FORDYCE: YES YOUR HONOR AS WE ADVISED THE
24 COURT, I'M NOT HERE WEDNESDAY AFTERNOON FOR MEDICAL AND WE
25 NOW HAVE AN ALTERNATE WHO'S NOT HERE TOMORROW FROM NOON 30
26 ON AND I'M JUST WONDERING IF WE COULD GET THE COURT'S
27 GUIDANCE.

28 THE COURT: WE SHOULD TALK ABOUT THAT.

1 MR. FORDYCE: YEAH.

2 THE COURT: WHAT DO YOU THINK SHOULD WE EXCUSE
3 ALTERNATE NUMBER 3 AND JUST KEEP GOING THAT WAY WE CAN HAVE
4 THE EXTRA DAY AND TAKE THE DAY -- IS IT THE AFTER OFF.

5 MR. FORDYCE: YEAH JUST THE AFTERNOON.

6 MS. IBARRA: MY FEAR IS IF THIS IS A REALLY LONG
7 TRIAL WE'RE GOING TO LOSS A NUMBER OF THEM IN A SECOND
8 TRIAL.

9 THE COURT: LET ME JUST SAY THIS, A LOT OF WHAT'S
10 BEEN PRESENTED IN THE SECOND TRIAL HAS ALREADY BEEN
11 PRESENTED SO WE'RE NOT GOING TO REPEAT A LOT OF THINGS THAT
12 HAVE COME INTO EVIDENCE SO WITH THAT IN MIND, IN OTHER
13 WORDS -- GO AHEAD MR. STEIN. THANK YOU FOR WASTING UNTIL I
14 FINISHED.

15 MR. STEIN: THANK YOU FOR MAINTAINING SUCH A
16 LIGHTEARTED COURTROOM, THAT'S THE MAIN THING THAT WE ALL
17 GET THROUGH THIS IN ONE PIECE, SO THANK YOU AGAIN. THE
18 PROBLEM IS THE ORIGINAL IDEA WAS IF WE FINISH TUESDAY
19 INCLUDING CROSS-EXAMINATION, INCLUDING REDIRECT, THEN WHEN
20 HE LEFT ON WEDNESDAY, WE KEEP GOING, SO THAT WE WOULD -- WE
21 WOULD ACTUALLY KEEP GOING BECAUSE HE'S FINISHED THE PART
22 WHERE HE'S IN THE SPOTLIGHT. AND SO THE IDEA WOULD BE TO
23 KEEP THEM BUSY IF I LOST HIM IDENTIFY HAND IT WILL WITHOUT
24 HIM.

25 THE COURT: OKAY.

26 MR. FORDYCE: AND REALISTICALLY FROM A TIMING
27 PERSPECTIVE I'LL DEFINITELY NEED THE REST OF TODAY BUT I
28 DON'T THINK IT'S GOING TO BE DEEP INTO TOMORROW MORNING TO

1 BE QUITE HONEST.

2 MR. STEIN: WELL NO NO NO, WE WILL CERTAINLY BE
3 FINISHED BY THE LUNCH BREAK BUT THEN HER CROSS-EXAMINATION
4 BECAUSE OF HOW WE'RE DOING THINGS, I WOULD ASSUME SHE ZERO
5 WOULD GET EQUAL TIME, THE IDEA WAS TO FINISH EVERYTHING BY
6 END OF DAY TWO WHICH IS WHY I WENT FROM FIVE WITNESSES DOWN
7 TO ONE SO WE COULD GET THIS BIG JUMP.

8 THE COURT: WELL THEN MY INCLINATION WOULD BE TO
9 EXCUSE THEM AND KEEP GOING, EVEN IF COUNSEL ISN'T HERE AND
10 YOU SAID YOU'RE WILLING TO CONTINUE.

11 MR. FORDYCE: YEAH I AM YOUR HONOR, THAT'S FINE.
12 I MEAN IF THE TIMING IS AS WE'VE SORTED POSITED HERE, MS.
13 IBARRA WOULD BE -- YOU'RE PRESENTING YOUR.

14 MS. IBARRA: TOMORROW.

15 MR. FORDYCE: WE CROSS AND THEN YOUR WITNESS.

16 MR. STEIN: I'D BE ON THE STAND BY END OF DAY
17 TOMORROW INCLUDING CROSS INCLUDING REDIRECT.

18 THE COURT: AND MAYBE EARLIER IF SHE GETS DONE
19 EARLIER SHE CAN START YOUR CASE BUT YOU SHOULD TELL US WHO
20 YOUR FIRST WITNESS IS GOING TO BE SO THAT COUNSEL WILL BE
21 PREPARED EVEN IF YOU DON'T THINK YOU'LL BE DONE EARLY I
22 WOULD ASK THAT YOU GIVE US YOUR WITNESSES SO IN THE EVENT
23 YOU ARE COUNSEL CAN BE READY WITH CROSS-EXAMINATION.

24 MS. IBARRA: I ACTUALLY -- I INDICATED IS THAT
25 WEDNESDAY WAS THE SOONEST BECAUSE I THOUGHT WE WERE GOING
26 TO HAVE A LOT OF WITNESSES TODAY I THINK I CAN SCHEDULE
27 MAYBE VIRGINIA CARMELO BUT SAM DUNLAP BUT I THINK VIRGINIA,
28 I THINK VIRGINIA IS GOING TO BE A LONG WITNESS FOR BOTH OF

1 US.

2 MR. STEIN: RIGHT.

3 THE COURT: SO CARMELO IS THE ONE YOU THINK
4 THAT -- IF YOU CAN FINISH WITH MR. STEIN.

5 MS. IBARRA: SHE CAN BE HERE BY 130 TOMORROW IS
6 WHAT SHE TOLD US BUT NOT SOONER THAN THAT BUT SHE CAN'T BE
7 HERE IN THE MORNING.

8 THE COURT: THAT'S FINE SO YOU HAVE NOTICED THAT
9 HE COULD POTENTIALLY BE TESTIFYING TOMORROW.

10 MR. STEIN: AND HOPEFULLY BY LOSING ONE OF OUR
11 THREE SPARE -- ONE OF OUR THREE CONTINGENCIES WE COULD ALSO
12 KEEP GOING WHEN WE LOSE NIALL FOR HALF A DAY.

13 MR. FORDYCE: YEAH BECAUSE I'LL STILL BE HERE
14 THURSDAY MORNING.

15 THE COURT: SO IF EVERYBODY IS OKAY WITH THAT I
16 WILL EXCUSE HIM AND KEEP GOING, ALL KEEP GOING.

17 MR. STEIN: AND I THINK THE COURT WAS PROBABLY
18 WISE TO HAVE THREE ALTERNATES.

19 MR. FORDYCE: QED.

20 THE COURT: WELL ACTUALLY IT WAS ALL OF [WHOU]
21 SUGGESTED THREE, I SUGGESTED TWO, YOU WERE THE ONES WHO
22 SUGGESTED THREE SO IT'S YOUR FORETHOUGHT THAT PREVAILED.
23 WELL LET'S KEEP HIM UNTIL THE END OF THE DAY AND LET HIM GO
24 AT THE END OF THE DAY, OKAY.

25 MR. FORDYCE: VERY GOOD YOUR HONOR.

26 MR. STEIN: SHOULD I GO ON THE --.

27 THE COURT: OH YES, GO AHEAD.

28 (WHEREUPON THE JURY ENTERS THE COURTROOM.).

1 THE COURT: GABRIELINO-TONGVA TRIBE VERSUS STEIN
2 BC361307. OKAY MR. STEIN YOU MAY COME BACK TO THE WITNESS
3 STAND. AND YOU MAY CONTINUE WITH YOUR DIRECT EXAMINATION.

4 MR. FORDYCE: THANK YOU YOUR HONOR.

5 Q. MR. STEIN WE'RE GOING TO FINISH UP BRIEFLY WITH
6 THE LIBRA FUNDING AGREEMENT. THERE'S BEEN EARLIER
7 TESTIMONY CONCERNING THE BUREAU OF INDIAN AFFAIRS
8 REQUIREMENTS FOR FEDERAL RECOGNITION, DO YOU REMEMBER THAT
9 TESTIMONY?

10 A. YES I DO.

11 Q. ARE YOU FAMILIAR WITH THE BIA REQUIREMENTS FOR
12 FEDERAL RECOGNITION ARMED THE 2006 TIME PERIOD?

13 A. YES I'VE STAYED FAMILIAR WITH THEM FOR SEVERAL
14 DECADE CONSCIOUS DECADE AND AND A HALF NOW.

15 Q. AND HOW DID YOU BECOME FAMILIAR?

16 A. WELL I READ THEM FIRST OF ALL AND I HAVE ATTENDED
17 A LOT OF CONFERENCES, I'VE TALKED TO A LOT OF OTHER INDIAN
18 LAWYERS, I'VE TALKED TO THE LEADERS OF OTHER TRIBES, I
19 PROBABLY HAD THREE TO 400 DIFFERENT CONVERSATIONS IN DEPTH,
20 TECHNICAL CONVERSATIONS WITH BIA OFFICIALS, LAWYERS THAT
21 WORK IN FRONT OF THE BIA, NONE LAWYER INDIAN LEADERS,
22 FINANCIERS THAT WERE VERY SKILLED BECAUSE THEY HAD DONE --
23 ONE FRIEND OF MINE HAS DONE 200 OF THE 400 INDIAN CASINOS
24 EVES FINANCED SO THESE ARE ALL PEOPLE VERY WELL VERSED IN
25 WHAT THE BIA REQUIRES BEFORE IT HAS -- GIVES FEDERAL
26 RECOGNITION OR WHAT IT REQUIRED ONCE THERE IS FEDERAL
27 RECOGNITION AND BEFORE A CASINO GETS BUILT AND APPROVED.

28 Q. NOW MR. STEIN LET ME DIE GREECE TORE A MOMENT,

1 WHAT YOU'VE JUST DESCRIBED, THIS IS NOT -- IS THIS
2 PRACTICING NO?

3 A. NO THE CONTINUE. SOME PEOPLE DO PRACTICE IN THAT
4 AREA OF THE LAW AND THEY GET INTO THE NITTY GRITTY OF YOU
5 KNOW APPLICATIONS TO THE BIA AND ANSWERS TO THEIR VARIOUS
6 POINTS BUT EVEN AMONGST THOSE PEOPLE SOME ARE LAWYERS AND
7 SOME ARE NOT. THERE'S ONE GROUP IN COLORADO FOR EXAMPLE
8 THAT'S NOT FOR PROFIT THAT'S FULL OF FORMER TRIBAL CHAIRMEN
9 THAT WANT TO HELP OTHER INDIAN TRIBES.

10 Q. SO LET ME ASK YOU, MOVING BACK TO THE TESTIMONY
11 YOU REFERRED TO EARLIER, WHICH YOU SAID YOU RECALLED, WAS
12 THE TESTIMONY ACCURATE?

13 A. NO NOT AT ALL, NOT EVEN CLOSE.

14 Q. MAY I ASK YOU WHY NOT?

15 A. WELL BECAUSE RECOGNITION OF AN INDIAN TRIBE CAN
16 TAKE UP TO 30 YEARS, I MEAN THERE ARE SOME INDIAN TRIBES
17 WHERE THEY RECOGNIZE UP TO 30 YEARS OF WORK LOBBYING THE
18 GOVERNMENT AND LOBBYING THE BIA. THERE ARE OTHER TRIBES
19 THAT MIGHT GET RECOGNIZED IN AS LITTLE AS 10. WHAT HAPPENS
20 IS THE BIA SAYS OKAY WE ISSUE AH A LETTER THAT SAYS WE'RE
21 GOING TO RECOGNIZE YOU, THAT WE'VE MADE A DECISION TO
22 RECOGNIZE YOU AND THAT MIGHT BE -- YOU MIGHT WAIT 30 YEARS
23 FOR THAT LETTER OR 20 YEARS FOR THAT LETTER OR 10 YEARS TO
24 GET THAT LETTER. THEN ONCE THAT LETTER IS GIVEN SAYING
25 WE'RE GOING TO RECOGNIZE YOU, THAT STARTS AN ENTIRELY
26 ADMINISTRATIVE PROCESS WITH AN ENTIRE EYE DIFFERENT PIECE
27 OF THE DEPARTMENT OF INTERIOR WHERE THEY SAY OKAY TO SEE
28 HOW YOU'RE GOING TO RUN YOUR ELECTION, YOU'RE GOING TO HAVE

1 TO COMPLY WITH THIS, WE'RE GOING TO SEE -- YOU'RE GOING TO
2 ADOPT THE NEW CONSTITUTION, THE NEW CONSTITUTION HAS TO
3 COMPLY WITH THIS, WE'RE GOING TO CHECK ALL YOUR GENEALOGY
4 OF ALL YOUR MEMBERS OVER AGAIN, YOU'VE GOT TO BOOT OUT THE
5 MEMBERS THAT ARE NOT INDIANS OR YOU'VE GOT TO LEAVE THEM IN
6 THERE EVEN IF THEY'RE NOT INDIANS SO LONG AS THEY ARE LESS
7 THAN A CERTAIN PERCENTAGE. IT'S AN ENTIRELY SEPARATE LEG
8 OF PROCESS. YOU DON'T START THAT LEG OF THE PROCESS UNTIL
9 YOU GET A LETTER SAYING WE ARE DEFINITELY GOING TO
10 RECOGNIZE YOU AND THE REASON YOU DON'T IS BECAUSE THAT
11 LETTER MAY TAKE SO LONG TO GET THAT BY THE TIME YOU GET IT,
12 WHAT THEY WANT YOU TO DO HAS CHANGED, THEY MAY HAVE CHANGED
13 THEIR STANDARDS TORE A CONSTITUTION, THERE MAY HAVE BEEN A
14 CASE UNDER THE INDIAN CIVIL RIGHTS ACT THAT CHANGES A
15 PARTICULAR PROVISION THAT THEY WANT TO SEE IN THE MODEL
16 CONSTITUTION BUT IT'S AFTER YOU GET THAT YES, WE ARE GOING
17 TO FEDERALLY RECOGNIZE YOU, AFTER YOU GET THAT LETTER THAT
18 YOU ACTUALLY LOOK AT THINGS LIKE ADOPTING A CONSTITUTION.

19 Q. SO LET ME ASK YOU, CAN YOU ELABORATE OR BE MORE
20 SPECIFIC AS TO HOW THAT SPEAKS FOR THE GT TRIBE
21 CONSTITUTION THAT WE JUST LOOKED AT AND THE ISSUE OF
22 FEDERAL RECOGNITION?

23 A. WELL THE TESTIMONY THAT SAID WE CHANGED THE
24 CONSTITUTION FROM ONE THING TO ANOTHER THING SO INFORM FOOL
25 WITH FEDERAL RECOGNITION AS FEDERAL RECOGNITION
26 REQUIREMENTS, IT'S ALMOST -- IT'S ALMOST A NONSEQUITUR IT
27 JUST DOESN'T FOLLOW. IN OTHER WORDS IF YOU DON'T COMPLY
28 WITH FEDERAL RECOGNITION REQUIREMENTS UNTIL YOU'RE TOLD

1 YOU'RE GOING TO BE FEDERALLY RECOGNIZED AND THAT MIGHT TAKE
2 20 YEARS OR 30 AND THEN AT THAT POINT THEY SAY HERE ARE
3 YOUR PRESENT REQUIREMENTS FOR CONSTITUTION, THAT'S WHEN YOU
4 WOULD ADOPT A CONSTITUTION THAT MET BIA REQUIREMENTS, YOU
5 WOULDN'T DO THAT BEFORE THAT.

6 Q. SO LET'S MOVE ON TO A DIFFERENT AREA, WHY IS THIS
7 NOT DOING THAT?

8 A. IT TAKES A WHILE TO.

9 Q. I'M BEING TECHNOLOGICALLY CHALLENGED. YOUR HONOR
10 CAN I HAVE MR. STEIN CONSIDERING IT'S HIS COMPUTER.

11 THE COURT: SURE JUST STEP DOWN.

12 MR. FORDYCE: I'M SORRY?

13 A. IF YOU KICK IT JUST RIGHT --

14 (DISCUSSION HELD OFF THE RECORD.).

15 Q. BY MR. FORDYCE: ACTUALLY LET'S MOVE ON.

16 THE COURT: WHICH IS --.

17 MR. FORDYCE: SORRY YOUR HONOR THIS IS EXHIBIT
18 577, I BELIEVE THIS HAS BEEN IDENTIFIED.

19 THE COURT: THANK YOU.

20 MR. FORDYCE: ACTUALLY JUST FOR THE RECORD MR.
21 STEIN CAN YOU GO AHEAD AND IDENTIFY THIS?

22 A. YEAH TALLEY & COMPANY IS AN ORANGE CURRENT [AOE]
23 BASED ACCOUNTING FIRM IT HAS ABOUT 20 PROFESSIONALS. WHEN
24 THERE AROSE A DISPUTE OVER MONEY IN SUMMER OF 2006, I
25 IMMEDIATELY CALLED THEM IN AND SAID WHOEVER IS RIGHT OR
26 WRONG LET'S SIMPLY AUDIT THE MONEY THAT'S BEEN SPENT OUT OF
27 THE TWO POINT \$15,000,000.

28 Q. AND THAT'S WHAT WE SEE AND WE'RE GOING TO

1 WALK-THROUGH PARTS OF THIS EXHIBIT, BUT THIS IS WHAT WE SEE
2 IN EXHIBIT 577; IS THAT CORRECT?

3 A. RIGHT, IT HAD A BANK RECONCILLIATION. WE HAD
4 ALREADY LOST THE CHECK BOOKS, THE CHECK BOOKS HAD ALREADY
5 WALKED OUT THE DOOR, BUT WE WERE ABLE TO PIECE THINGS
6 TOGETHER WELL ENOUGH SO THAT IT WAS NOT A FORMAL AUDIT BUT
7 THEY COULD GIVE A QUOTE REPORT ON THEIR STATIONERY.

8 Q. AND JUST TO BE VERY CLEAR SO WE'RE AS ORIENTED AS
9 POSSIBLE, THIS IS AFTER THE 2.1 MILLION FROM LIBRA
10 INVESTORS COMES TO GT TRIBE; CORRECT?

11 A. RIGHT, IN OTHER WORDS THE 2.1 CAME IN MAY 22ND,
12 CLOSING WAS MAY 20TH WE GOT THE MONEY MAY 22ND, WE THEN
13 SPENT ALL OF IT ON VARIOUS BILLS AND INCURRED A LOT OF
14 OTHER BILLS THAT WE HADN'T PAID YET. THERE WAS ABOUT --
15 WHAT THE TALLEY REPORT FOUND THERE WAS A \$898,000 LEFT NOW
16 WE HAD WALKED OUST THE CHECK BOOKS WE THIS WALKED OUT THE
17 DOOR WITH ELIZABETH ARONSON AND THE TRIBAL COUNCIL BUT THEY
18 WERE ABLE TO FOLLOW THROUGH ON THE RECORDS THAT WE HAD TO
19 RECREATE THINGS. ONE THING THAT THEY RECREATED IS THAT
20 THERE WAS 4.9 MILLION DOLLARS OWED BY THIS VOLUNTARY
21 ORGANIZATION. NOW THAT'S NOT SO BAD IF YOU'VE GOT A 21
22 MILLION DOLLARS FUNDING SOURCE THEY MAY OR MAY NOT GIVE YOU
23 THE 21 MILLION BUT THERE ARE A LOT OF PEOPLE IN LIFE THAT
24 SAY WELL I'LL TAKE THAT RISK JUST PLEASE MOVE FORWARD WITH
25 THE CASINO FUNDING PROCESS. BUT WHAT THIS SHOWED WAS THAT
26 ON OCTOBER 3, 2006, \$4,918,000 WAS OWED BY THIS VOLUNTARY
27 ORGANIZATION, IF YOU ESTABLISH A NEW VOLUNTARY
28 ORGANIZATION, THEY WOULDN'T OH THAT MONEY.

1 Q. AND THAT'S THE 4.9 MILLION THAT WE SEE UNDER
2 ACCOUNTS PAYABLE CORRECT MR. STEIN?

3 A. THAT'S CORRECT.

4 Q. SO LET ME ASK YOU, ONCE THE MONEY HAS COME IN,
5 WHAT WAS SMDC OWED?

6 A. SMDC WAS OWED A BIG CHUNK OF THAT 4.9 MILLION
7 DOLLARS, THERE'S A VENDOR BALANCE DETAIL ON HERE THAT
8 SHOWED THE VARIOUS MONIES THAT SMDC WAS OWED.

9 Q. LET ME TAKE YOU TOOK IT.

10 MS. IBARRA: I'M GOING TO OBJECT BECAUSE I'M NOT
11 SURE HOW THIS IS RELATING TO THE REAL PARTY IN INTEREST
12 UNLESS THIS IS -- YOU'RE GOING TO FIND A WAY OF TYING IT
13 COUNSEL.

14 THE COURT: THIS GOING TO THE REAL PARTY IN
15 INTEREST.

16 MR. FORDYCE: YES YOUR HONOR MR. STEIN IS WORKING
17 FOR THE REAL PARTY IN INTEREST AND [T-PD] TO WORK FOR THE
18 REAL PARTY IN INTEREST AFTER THE SPLIT AND THIS IS THE
19 FOUNDATION FOR WORK SHE WAS DOING PRE AND POST SPLIT.

20 THE COURT: SO THIS IS BOTH IS WHAT YOU'RE SAYING.

21 MR. FORDYCE: THIS IS THE INITIAL, THIS IS PRE
22 SPLIT AND WE'RE ALSO GOING TO ADDRESS POST SPLIT.

23 THE COURT: ALL RIGHT YOU MAY.

24 MR. FORDYCE:

25 Q. OH AND AGAIN MR. STEIN THIS IS AN ENCAPSULATION,
26 THIS WAS THE PAGE MARKED PO L1 16, IDENTIFY THESE AMOUNTS
27 PLEASE?

28 A. RIGHT. SO WHAT TALLEY & COMPANY WAS ABLE TO DO,

1 THIS IS RIGHT BEFORE THE NOVEMBER 18 SPLIT WHICH SHOWED
2 THAT THERE WAS 898,000 IN THREE CASH ACCOUNTS WE CALLED
3 THEM THE BROKERAGE ACCOUNT, THE UNION ACCOUNT AND THE
4 CHECKING ACCOUNT. THEN AGAINST THAT WAS 4.9 HUNDRED 18,000
5 OWED FROM THE CASINO PROJECT VENDORS IT WAS ALL THE VENDORS
6 THAT HAD COME FORWARD IN [TKPWAEURGT] SAYING THIS IS REALLY
7 EXCITING WE'LL GET INVOLVED IF YOU HAVE CAN'T PAY NOW JUST
8 PAY US OVER TIME, THE LARGEST ONE WAS SMDC.

9 Q. LET ME TAKE YOU BACK DOWN TO THE DOCUMENT AND I
10 KNOW THERE'S AT LEAST THREE BATES STAMP ON THESE PARTICULAR
11 DOCUMENTS BUT WE'RE GOING TO MOVE HERE. NOW LET ME DRAW
12 YOUR ATTENTION TO -- THIS IS THE PAYMENT THAT HAS THE PO L1
13 19 BATES STAMP AT THE LOWEST RIGHT OF THE PAGE?

14 A. YEAH.

15 Q. NOW MR. STEIN DRAWING YOUR ATTENTION TO SAINT
16 MONICA DEVELOPMENT?

17 A. RIGHT.

18 Q. AFTER ALL THE PAYMENTS, AFTER ALL THE PAYMENTS
19 THAT I RECEIVED FROM THE TWO POINT 15,000,000, SAINT MONICA
20 WAS OWED AMOUNTS IN FOUR DIFFERENT CATEGORIES, THE FPPC
21 CONTRACT, THAT WAS A SEPARATE CONTRACT FOR THE LOBBYING
22 SERVICES THAT COMPLIED WITH REGULATIONS, THE CALIFORNIA
23 FAIR POLITICAL PRACTICE REGULATIONS. THEY REQUIRED A
24 SEPARATE CONTRACT WITH CERTAIN CHARACTERISTICS, \$20,000 WAS
25 LEFT AFTER PAYMENTS ON THAT CONTRACT. THE MONTHLY FEE, THE
26 MAIN SMDC AGREEMENT MONTHLY FEE IS THE \$1,595,000, THAT'S
27 AFTER ALL THE PAYMENTS COME TO 2.15 MILLION. THE LOAN
28 AMOUNT, THAT WAS MONEY PUT OUT BY SMDC OUT OF ITS OWN

1 POCKET OVER FIVE AND A HALF YEARS AND THAT CAME OUT TO
2 232,000. THE FINAL OR THE FOURTH AND FINAL ACCOUNT IS
3 INTEREST WITH 617,000 THIS IS INTEREST ON AMOUNTS AS YOU
4 CALCULATE THEM THAT ACCRUED IN 2001, THEY WEREN'T PAID,
5 2002 THEY WEREN'T PAID, 2003 THEY WEREN'T PAID. THAT
6 TOTALED TO 617,000 IN INTEREST?

7 Q. MR. STEIN IS I'M GOING TO TAKE YOU TO THE POINT IN
8 THE DOCUMENT THAT DOES THIS IN A LITTLE MORE DETAIL AND I
9 BELIEVE THIS IS GOING TO BE THE BATES NUMBER, THE POL BATES
10 NUMBER, THAT ENDS IN 127. NOW, JUST AS WE'RE SCROLLING
11 THROUGH THESE, MR. STEIN, VERY BRIEFLY CAN YOU EXPLAIN WHAT
12 WE'RE LOOKING AT AS WE'RE SCROLLING?

13 A. THOSE ARE THE VARIOUS CASINO VENDORS AS WELL AS
14 THE INDIVIDUAL TRIBAL COUNCILMEN WERE ACCRUING \$3,000 A
15 MONTH IN SALARY. IN OTHER WORDS, THEY ALSO WERE ACCRUING
16 OVER FIVE YEARS MONIES AT OVER \$3,000 A MONTH. SO WE WERE
17 ALL KIND OF IN THE SAME BOAT TOGETHER AS LONG AS NOBODY GOT
18 GREEDY AND TRIED TO GRAB THE MONEY TO PAY WHAT THEY WERE
19 OWED IN PREFERENCE TO WHAT THEY WERE OWED. TO REGULATE
20 THAT THE INVESTORS HAD SET FORTH A VERY SPECIFIC BUDGET
21 SAYING WE'RE NOT GOING TO LET ANYBODY GET GREEDY YOU'VE GOT
22 TO FOLLOW THIS BUDGET AND IF YOU DON'T NUMBER ONE THAT'S
23 THE END OF OUR CONTRACT BUT NUMBER 2 YOU COULD SUED FOR
24 SECURITIES FRAUD, I MEAN THIS IS RAISING MONEY FROM
25 INVESTORS, IF YOU HAVE DON'T FOLLOW A AN INVESTOR BUDGET
26 YOU CAN GET SUED FOR SECURITIES FRAUD.

27 Q. NOW MR. STEIN, I DON'T WANT TO BELABOR THIS
28 BECAUSE IT CAN GET CONFUSING AND AT THE BOTTOM OF THE PAGE

1 HERE AND THIS IS PO L 127 THIS IS A BREAK TO YOU OF SANTA
2 MONICA DEVELOPMENT FPP CONTRACT AND THIS IS THE FAIR
3 POLITICAL PRACTICES THAT YOU HAVE JUST REFERRED TO CORRECT?

4 A. YEAH AND WHAT YOU HAD WAS THE BILL WAS EACH MONTH
5 \$10,000 WAS DUE, THE BILL PAYMENT DASH CHECK PAYMENT A
6 CHECK WAS MADE AND THAT'S WHY IT'S A NEGATIVE NUMBER ASK
7 THEN AT THE END IT SHOWED WHAT WAS DUE. SO THIS SHOWED THE
8 AMOUNTS PAID, SO THE PRIOR FIGURE OF 20,000 OWED UNDER THE
9 FP PC CONTRACT FOR EXAMPLE WAS AFTER THE PAYMENT HAD
10 ACTUALLY BEEN MADE.

11 Q. AND AS YOU WE MOVE DOWN WE SEE SAINT MONICA
12 DEVELOPMENT INTEREST, THIS IS THE INTERESTS THAT'S ACCRUING
13 ON THE DEBTS OWED OVER THE FIVE YEARS CORRECT?

14 A. RIGHT THOSE ARE INTEREST CALCULATIONS, THEY'RE
15 VERY COMPLEX, TALLEY & COMPANY DID A VERY GOOD JOB ON
16 THERE, THERE WAS NO PAYMENTS IF INTEREST BECAUSE THE
17 INVESTOR BUDGET SAYS HEY DON'T USE THE INVESTOR MONEY FROM
18 THE CASINO PROJECT TO PAY YOURSELF INTEREST.

19 Q. AND AGAIN MR. STEEP JUST TO BE CLEAR, YOU RAISE A
20 GOOD POINT, THIS CALCULATION, THIS IS DONE BY TALLEY
21 CORRECT?

22 A. THIS IS DONE BY THE TRIBES ACCOUNTANTS TALLEY &
23 COMPANY, WE SAID 20 PROFESSIONALS DOWN IN ORANGE COUNTY.

24 Q. ALL RIGHT I JUST WANTED TO MAKE SURE THAT WAS
25 CLEAR. AND WHEN YOU SAY SAINT MONICA LOAN CAN YOU GIVE A
26 BRIEF ANALYSIS?

27 A. THAT WAS A SERIES OF REIMBURSABLE THEY WERE
28 ENTERED INTO IN 2006 BY TALLEY BECAUSE WE WANTED TO GET

1 THEM ALL IN ONE PLACE BUT THEY ACTUALLY STARTED IN 2001,
2 THEY'RE ALL THE VARIOUS THINGS LIKE TRIP TO SACRAMENTO,
3 PARKING, FEDERAL EXPRESS, LUNCHES WITH EXPERTS OR
4 POLITICIANS, MEET TOM UMBERG IN ORANGE COUNTY WHO WAS A
5 SPONSOR FOR A BILL THAT SHOWS ALL THE MONIES THAT SMDC PUT
6 OUT AND WHAT WAS PAID BACK TO THEM, AND THE BEST OF MY
7 MEMORY PAYMENTS CHECKS WAS WHERE SOME OF IT WAS PAID
8 BACK.

9 Q. AND THESE ARE GENERICALLY CALLED REIMBURSABLES
10 CORRECT?

11 A. THEY'RE GENERICALLY CALLED REIMBURSABLES, BUT
12 THEY'RE IN THE LOAN ACCOUNT BECAUSE A REIMBURSABLE IS A
13 LOAN.

14 Q. UNDERSTOOD. AND TALLEY DIDN'T TAKE ANY ISSUE WITH
15 ANY OF THESE REIMBURSABLES; CORRECT?

16 A. WELL, THEY FOUND THE MISTAKES ALONG THE WAY AND
17 THEY FIXED THEM, SO IT WAS QUITE AN EXPENSIVE EFFORT TO GET
18 TO THIS POINT BECAUSE WHATEVER MISTAKES THAT WERE MADE IN
19 THE PAST WERE PRETTY MUCH FIXED. AND THEY WERE GIVING YOU
20 A REPORT TO SHOW THAT THAT HAD OCCURRED.

21 Q. WERE THERE MANY MISTAKES?

22 A. NO ABOUT ONE PERCENT ACTUALLY IS WHAT IT CAME OUT
23 TO BE.

24 Q. AND THEN JUST MOVING DOWN, MORE OF THE SAME FOR
25 THE LOAN, AND THEN WE HERE THE ST. MONICA DIFFERENT MONTHLY
26 FEE. ACTUALLY I DO WANT TO DRAW YOUR ATTENTION. THIS WAS
27 THE FINAL AMOUNT OWES, CORRECT?

28 A. RIGHT IN OTHER WORDS AFTER ALL THE PAYMENTS FROM

1 THE INVESTOR BUDGET WERE MADE I STILL HAD 23 \$2,000 IN
2 EXPENSES THAT PUT OUT OF ITS OWN POCKET STUCK IN THE DEAL,
3 AND THE INVESTORS WANTED IT THAT WAY, AND THEY SAID HEY WE
4 WANT YOUR MONEY STUCK IN THE DEAL.

5 Q. AND MR. STEIN I WANT TO BE CLEARLY CLEAR, THIS
6 232004 SEVEN \$2 40 CENTS WHO'S POCKET DID IT COME OUT OF?

7 A. MINE AND SMDC'S.

8 Q. NOW BELOW THAT YOU SEE ST. MONICA DEVELOPMENT
9 MONTHLY FEE AND THEN PLEASE A QUICK ENCAPSULATION OF WHAT
10 WE'RE LOOKING AT HERE?

11 A. I WAS ALLOWED TO PULL OUT 25,000 IN A MONTHLY FEE
12 FOR EACH NEW MONTH AND THEN 15,000 TOWARDS FIVE AND A HALF
13 YEARS OF MONTHLY FEES THAT HAD BUILDUP AND THEN WITH THE
14 FPPC PAYMENT OF 10 IT CAME TO HAVE A TOTAL OF \$50,000 THAT
15 I COULD BEGIN PULLING OUT TO RECONSTITUTE ALL THE EFFORT
16 AND MONEY THAT HAD BEEN POURED INTO THIS PROJECT FOR FIVE
17 AND A HALF YEARS.

18 Q. SO THAT'S HOW WE GOT TO THE NUMBERS WE LOOKED AT
19 BEFORE IN THE SMALLER VERSION OF THE TABLE, AND I'M JUST
20 GOING TO READ THEM TO YOU. THAT'S THE FPPC CONTRACT AT
21 20,000, THAT'S THE MONTHLY FEES THROUGH OCTOBER 2006, AT
22 1.595 MILLION, THEN YOU'RE LOOKING AT INTEREST OF 617,000
23 AND THEN REIMBURSABLES OF 232,472; IS THAT CORRECT?

24 A. YES.

25 MS. IBARRA: I'M GOING TO OBJECT BECAUSE I STILL
26 DENT SEE HOW THIS IS RELATING TO THE REAL PARTY IN
27 INTEREST.

28 THE COURT: IT DOESN'T SEEM TO BE BUT I ASSUME

1 WE'RE ALMOST DONE?

2 A. YEAH.

3 MR. FORDYCE: YES YOUR HONOR WE ARE.

4 Q. MR. STEIN HOW MUCH WERE YOU PAID OUT OF THE LIBRA
5 AMOUNT?

6 A. OUT OF THE ENTIRE TWO POINT \$15,000,000 THAT CAME
7 IN, SMDC AND STEIN WERE PAID A TOTAL OF 230 THOUSAND
8 DOLLARS.

9 Q. BY WHOM WERE YOU PAID?

10 A. THAT WAS PAYMENT FROM GT TRIBE USING THE TWO POINT
11 \$15,000,000 THAT THE INVESTORS HAD PROVIDED.

12 Q. AND THAT'S THE GT TRIBE THAT YOU BELIEVE IS THE
13 REAL PARTY IN INTEREST, CORRECT?

14 A. RIGHT. THAT'S THE GT TRIBE THAT WAS STARTED IN
15 2001, INTO SPLIT INTO TWO PIECES IN 2006 RIGHT AFTER THIS
16 REPORT.

17 Q. AND TO BE CLEAR THEN MR. STEIN YOU WERE PAID 230
18 THOUSAND DOLLARS BY GT TRIBE AND YOU HAD REIMBURSABLES A-
19 LIEN OF 23 TWO 47 \$2, CORRECT?

20 A. RIGHT IN OTHER WORDS THE REIMBURSE ANNALS THAT
21 NEVER GOVERNMENT PAID, WERE 232000, EVERY PEP [AOE] I WAS
22 PAID WAS 230,000. SO WHEN THIS DISPUTE OCCURRED I WAS
23 ACTUALLY NEGATIVE \$2,000 JUST FROM MONEY OUT OF MY POCKET
24 AND HAD NOT EARNED A DIME FOR ALL THE LABOR INPUT.

25 Q. AND AFTER YOU HAVE GOT THE 230 THOUSAND DOLLARS
26 FROM THE GT TRIBE WHAT HAPPENED NEXT?

27 A. I WAS SUPPOSED TO GET \$100,000 MORE, THEY BLOCKED
28 THAT TO KNUCKLE ME UNDER IN THE DISPUTE.

1 Q. ALL RIGHT. DO YOU KNOW WHY THEY DID THIS?

2 A. THEY DID THIS AS THE CULMINATION OF HISTORY OF
3 TRYING TO BREAK INTO THE INVESTOR BUDGET, TO DISREGARD THE
4 KIND OF SECURITIES LAW LIABILITIES THAT'S CREATED AND TO
5 RAID THE MONEY THAT WAS LEFT OVER AND I WAS SAYING NO, THIS
6 MONEY HAS GOT TO BE USED FOR THE CASINO PROJECT, YOU'RE
7 OWED OTHER MONIES, I MEAN YOU'RE OWED \$3,000 A MONTH FOR UP
8 TO FIVE YEARS IN SOME CASES BUT YOU CAN'T BREAK THE BUCKET
9 AND WHAT HAPPENED IS A POWER STRUGGLE ENSUED BECAUSE THE
10 TRIBAL COUNCIL GOT UNITED SAYING WE WANT TO BREAK THE BREAK
11 BUDGET, THE GENERAL COUNSEL ELIZABETH ARONSON SAID I'M
12 GOING TO REPORT TO THEM, I'M THEIR LAWYER I'M GOING THEN
13 THEM BREAK THE BUDGET, AND I SAID HOLY COW I'M GOING TO GET
14 SUED FOR THE SECURITIES LIABILITIES, I'M THE ONLY GUY WHO
15 WAS GOING TO BE ASSETS HERE, ALTHOUGH I WAS DOWN TO ZERO AT
16 LEAST I HAD 230,000 AND I WASN'T GOING TO BE PART OF THAT
17 AND I WASN'T GOING TO LET THAT HAPPEN WHILE IT WAS ON MY
18 WATCH SO I PUT UP A HECK OF THE STRUGGLE SAYING YOU'RE NOT
19 GOING TO BREAK OPEN THE [SR*S] BUDGET YOU'RE NOT GOING TO
20 BREAK OPEN THE PIGGY BANK.

21 Q. NOW THIS [-S] GT TRIBAL COUNCIL OF MR. DID YOU,
22 MS. CARMELO, MS. MACHADA?

23 A. PLUS VIRGINIA CARMELO, SAM DUNLAP, EDGAR PEREZ,
24 ADAM LOYA WAS ON IT BY THAT TIME, SHIRLEY MACHADO AND THEY
25 WERE HELPED BY ELIZABETH ARONSON THE GENERAL COUNSEL AND
26 THEN RICHARD POLANCO BECAME THE NEW CEO IN RETURN FOR A
27 CHECK TORE \$100,000.

28 Q. AND THIS IS THE TRIBAL COUNCIL THAT LED THE GT

1 TRIBE THAT SIGNED THE SMDC AGREEMENT IS THAT CORRECT?

2 A. YES OUT OF THE YOU HAVE KNOW 30 ODD SIGNATORIES
3 THEY WERE FIVE RIGHT BUT THEY WERE THE MOST FREQUENT.

4 Q. SO LET'S GO AHEAD AND MOVE AHEAD. LET'S MOVE TO
5 THE ACTUAL LAWSUIT ITSELF I'M JUST GOING TO DRAW YOUR
6 ATTENTION VERY PREVIOUSLY, ACTUALLY DON'T REMEMBER YOUR
7 HONOR IF THIS HAS BEEN MARKED BEFORE [AOEUFDF]-D I
8 APOLOGIZE?

9 THE COURT: GIVE ME THE NUMBER AND LYLE LOOK AT
10 IT.

11 MR. FORDYCE: EXHIBIT 5 19. MR. STEIN WE'RE NOT
12 GOING TO GO THROUGH IT PIECE BY PIECE.

13 THE COURT: NOT YET.

14 MR. FORDYCE: MY APOLOGIZE YOUR HONOR MAY I PUT
15 THIS UP, I GO GO TO [AOD]?

16 A. JUST COLLECT ON ANOTHER.

17 MR. FORDYCE: YEAH I'M DOING THAT, HERE WE GO.
18 AND AGAIN YOUR HONOR I'M NOT INTEND TOPPING WALK MR. STEIN
19 THROUGH IT, IT'S GOING TO BE MORE GENERAL WHAT IS THIS
20 DOCUMENT IS THAT ALL RIGHT.

21 THE COURT: NO NO NO YOU CAN HAVE HIM TESTIFY AND
22 YOU CAN USE IT TO REFRESH HIS RECOLLECTION.

23 MR. FORDYCE: [-P] PUT IT UP.

24 THE COURT: NOT PUT IT UP?

25 A. NO THE NUMBER.

26 THE COURT: MR. STEIN, LET ME RUN AT THE?

27 A. YES YOUR HONOR.

28 THE COURT: SO DON'T PUT IT UP, LET ME READ IT TO

1 HIMSELF, IF HE HAS ANY ISSUES, HE CAN REFRESH HIS
2 RECOLLECTION BY READING IT HERE.

3 MR. FORDYCE: THANK YOU YOUR HONOR.

4 Q. BY MR. FORDYCE: MR. STEIN TELL ME KNOW WHEN
5 YOU'RE READY PLEASE?

6 A. RIGHT NOW SIR, I HAVE FIVE 19 IN FRONT OF ME.

7 Q. VERY GOOD. REALLY WHAT I'M INTERESTED IN IS WHAT
8 WERE YOU DOCUMENTING?

9 A. I HAVE CREATED A CHRONOLOGY FOR THE INVESTORS AND
10 FOR MYSELF THAT TRACED HOW WE HAD GOTTEN TO THIS POINT OF
11 CONFLICT OVER MONEY. MY MAIN CONCERN WAS VERY SELFISH, IS
12 VERY SELFISH BECAUSE I DID NOT WANT TO BE SUED FOR
13 SECURITIES FRAUD, I PRACTICED AS A LAWYER IN NEW YORK CITY
14 SECURITIES LAW, I HAD SUED PEOPLE SUCCESSFULLY AS SECURITY
15 FRAUD, I DID NOT WANT TO BE SUED FOR SECURITIES FRAUD FOR
16 BREAKING THE INVESTORS BUDGET. SO I PUT FORWARD AN
17 EXPLANATION FOR JANUARY 2006 BEFORE WE EVEN GOT THE MONEY
18 AND BROUGHT IT THROUGH THE PRESENT. WHETHER I DID AS WELL
19 IS I TRIED TO SHOWED THAT IN FACT THERE IS A SOLUTION HERE
20 AND THIS ALL COULD BE PUT BACK TOGETHER, IT'S JUST A
21 DYSFUNCTIONAL FAMILY THAT WE HAVE TO GET PAST THIS
22 DYSFUNCTION AND WE CAN BE A FAMILY AGAIN.

23 Q. NOW WHAT YOU'RE SAYING PUT THIS BACK TOGETHER,
24 YOU'RE TALKING ABOUT NOT RE-ESTABLISHING BUT YOU'RE TALKING
25 ABOUT THE GT TRIBE CORRECT, THE PRE SPLIT GT TRIBE?

26 A. RIGHT.

27 Q. WAS THAT CORRECT?

28 A. RIGHT THIS WAS ALL TO DO THE PRE SPLIT, NOBODY HAD

1 SPLIT OFF YET, JOB HAD EVEN THINK OF SPLITTING OFF YET, WE
2 WERE HAVING AN INTERNAL DISPUTE BETWEEN THE TRIBAL COUNCIL
3 THAT WANTED TO BREAK THE PIGGY BANK AND MYSELF THAT SAID
4 YOU'VE GOT TO STICK TO THE BUDGET NO MATTER WHAT, AND THAT
5 GOT TURNED INTO WELL STEIN WHO ROUGH TO TELL US WHAT TO DO,
6 YOU'RE JUST A CONTRACTOR.

7 Q. SO MR. STEIN, LET'S SAY IN SEPTEMBER 2006 THIS
8 CONTINUED TO ESCALATE IS THAT FAIR TO SAY?

9 A. IT GOT REALLY EMOTIONAL AND INCLUDING MYSELF, I
10 GOT VERY EMOTIONAL TOO BECAUSE I WAS SCARED, I WAS SCARED.

11 Q. AND AGAIN SCARED FOR LIABILITY IN THE SECURITIES
12 ISSUE CORRECT?

13 A. YEAH I MEAN I HAD SUCCESSFULLY SUED PEOPLE FOR
14 SECURITY -- IT CAN RUIN YOUR LIFE BECAUSE IT'S THE FEDERAL
15 LAWS ARE SO STRICT TO MAKE SURE THAT INVESTORS ARE WELL
16 TREATED THAT IF YOU YOU KNOW DO EVERYTHING BUT STEAL THE
17 MONEY YOU'RE IN A LOT OF TROUBLE AND IT'S REALLY EASY TO
18 SHOW, ALL YOU DO IS SAY HERE'S THE BUDGET, HERE'S THE
19 CANCELED CHECK, LIABILITY.

20 MR. FORDYCE: YOUR HONOR ACTUALLY WHAT YOU WANT TO
21 DO NOW IS MOVE TOWARDS THE LAWSUIT ITSELF WITH THE GT
22 TRIBE.

23 THE COURT: AS LONG AS IT'S RELATED TO THIS I
24 SHALL AH.

25 THE COURT: INDEED.

26 MR. FORDYCE: SO YOU WERE I'D LIKE TO SHOW MR.
27 STEIN AND PUT UP ON THE DISPLAY EXHIBIT 570 AND I DON'T
28 THINK THAT HAS BEEN PREVIOUSLY IDENTIFIED.

1 THE COURT: ALL RIGHT LEFT ME TAKE A LOOK AT IT.

2 MR. FORDYCE: CERTAINLY. AND YOUR HONOR THIS IS
3 GOING TO BE THE FIRST IN A SERIES OF MAYBE THREE OR --
4 THREE, FOUR, FIVE EXHIBITS THAT HAVE NOT YET BEEN
5 IDENTIFIED BUT ARE ALL LEAD TO GO THE LAWSUIT ITSELF?

6 A. MR. FORDYCE MAY I BOTHER YOU FOR THE WATER.

7 MR. FORDYCE: OH CERTAINLY.

8 A. I FORGOT AGAIN.

9 THE COURT: IS THIS GOING TO THE REAL PARTY IN
10 INTEREST, THIS LOOKS LIKE YOU'RE LITIGATING OVER WHO OWES
11 WHAT, ISN'T THAT THE SECOND PHASE IF THERE IS A SECOND
12 PHASE?

13 MR. FORDYCE: INDEED. YOUR HONOR THIS IS SPEAKING
14 AGAIN TO STEIN'S RELATIONSHIP OF THE DEFENSE TO RESOLVE WHO
15 WE CONTEND IS THE REAL PARTY IN INTEREST AND IT'S THE VENTS
16 LEADING UP TO THE LAWSUIT ITSELF AND THEN NOVEMBER, THE
17 LATER NOVEMBER SPLIT, WITH THE NOVEMBER 18, NOVEMBER 19
18 MEETINGS SO, I'M TRYING TO LAY A FOUNDATION TO SHOW HOW WE
19 GET TO THE SPLIT AND HOW WE GUEST TO TWO DIFFERENT
20 FACTIONS.

21 THE COURT: ALL RIGHT. SO.

22 MR. FORDYCE: THIS IS 570.

23 THE COURT: WHAT LEADS TO THE SPLIT.

24 MR. FORDYCE: YES YOUR HONOR AND THE LAWSUIT OF
25 COURSE AND BUT THE LAW GET TO.

26 THE COURT: JUST TO BOTH SIDES, THINGS THAT ARE
27 PRESENTED NOW AND THAT THAT SHOULD BE PRESENTED LATER,
28 YOU'RE NOT GOING TO BE ABLE TO DO IT ALL OVER AGAIN. WE'RE

1 NOT GOING TO DO IT TWICE, SOME OF IT IS EVIDENCE THAT
2 SHOULD BE IN THE SECOND PHASE WE'RE NOT GOING TO DO TWICE,
3 WE'RE ONLY GOING TO DO IT ONCE.

4 MR. FORDYCE: UNDERSTOOD YOUR HONOR. SO MAY I PUT
5 570.

6 THE COURT: ALL RIGHT.

7 Q. BY MR. FORDYCE: SO MR. STEIN CAN YOU IDENTIFY
8 EXHIBIT 570?

9 A. YEAH THIS IS AN E-MAIL THAT I WROTE ON SEPTEMBER
10 27TH TO THIS IS WHILE THE REPORT WAS BEING PUT TOGETHER IT
11 WAS SEPTEMBER TO ELIZABETH ARONSON THE TRIBAL GENERAL
12 COUNSEL, VIRGINIA CARMELO, TRIBAL COUNCIL PERSON, MARTIN
13 ALCALA THE TRIBAL COUNCIL PERSON, EDGAR PEREZ TRIBAL
14 COUNCIL PERSON, SHIRLEY MACHADO TRIBAL COUNCIL, ADAM LOYA
15 TRIBAL COUNCIL AND IT WAS COPIED TO JIM MCSHANE WHO WAS
16 FROM SHEPPARD MULLIN A VERY, VERY BIG EXPENSIVE
17 SOPHISTICATED LAW FIRM THAT CAME IN TO REPRESENT THE TRIBAL
18 COUNCIL IN THIS CONFLICT.

19 Q. AND THAT'S THE GT TRIBE TRIBAL COUNCIL REAL PARTY
20 IN INTEREST AS YOU CONTEND, CORRECT?

21 A. RIGHT SO THEY HAD NOT ONLY THE REGULAR TRIBAL
22 GENERAL COUNSEL HAD THE HIRED GUN JIM MCSHANE AND HIS
23 PARTNER BILL SCOTT, B SCOTT FROM SHEPPARD MULLIN.

24 Q. AND WHAT WERE YOUR CONCERNS AS OUTLINED IN THIS
25 E-MAIL?

26 A. AS OF SEPTEMBER 27TH ME HAD PRETTY MUCH TOLD ME
27 THEY WERE GOING TO TERMINATE MY DEVELOPMENT AGREEMENT,
28 THEY'RE NOT GOING TO PAY THE \$100,000 THAT THEY HAD

1 ABSOLUTELY SWORN UP AND DOWN THAT THEY WOULD PAY DESPITE
2 THE DISPUTE AND THAT THEY WERE GOING TO GO AHEAD AND PAY
3 THEM OURSELF OUTSIDE OF THE BUDGET WITH THE ACQUIESCENCE OF
4 THEIR NEW HIRED GUNS, THEY WERE GOING TO BREAK THE INVESTOR
5 BUDGET AND I TOLD THEM IF YOU DID THAT, I HAD TO GET OUT OF
6 HERE AND I HAD TO SUE THEM BECAUSE IF I DIDN'T SUE THEM I
7 WAS HELPING THEM SO THAT -- I MADE IT CLEAR THAT NOT ONLY
8 DID THEY OWE ME MONEY BUT I'M NOT GOING TO BE THE GUY THAT
9 TAKES THE FALL WITH THE INVESTORS TORE TAKING THEIR MONEY.

10 Q. AND AT THIS POINT [-S] THE GT TRIBE THAT GAINS THE
11 MEMBERS THAT CONTAINED THE DUNLAP FACTION AND CANDELARIA
12 FACTION RIGHT?

13 A. RIGHT, THERE WERE 1700 MEMBERS THAT DIDN'T KNOW
14 ANYTHING ABOUT THIS BECAUSE FOUR TIMES I'D SAID LET'S TELL
15 THEM WE RAISED MONEY AND THE TRIBAL COUNCIL SPECIFICALLY
16 SAID NO WE PROHIBIT YOU FROM DOING THAT AND THEN I SAID
17 LET'S HAVE A MEMBER MEETING AND THEY SAID NO WE CAN'T HAVE
18 A MEMBER MEETING BECAUSE THEY THEY WILL FIND OUT THROUGH
19 SMALL TALK THAT WHEN HE RAISED THE MONEY.

20 Q. LET ME MOVE ON BEFORE I HAVE ASK WHAT I I'M GOING
21 TO YOUR HONOR THIS IS GOING TO BE ANOTHER UNIDENTIFIED
22 EXHIBIT, IF THIS IS SIX 47 IF I CAN DIRECT YOUR HONOR'S
23 ATTENTION TO SIX 47.

24 THE COURT: SIX 47.

25 MR. FORDYCE: CORRECT.

26 THE COURT: ALL RIGHT NOT A NEW EXHIBIT YOU MAY
27 SHOW IT.

28 MR. FORDYCE: THANK YOU.

1 Q. MR. STEIN THE PREVIOUS EXHIBIT WAS FROM SEPTEMBER
2 272006, THIS IS AN E-MAIL FROM SEPTEMBER 29TH, 2006. CAN
3 YOU IDENTIFY TO WHOM THIS E-MAIL WAS SENT AND WHAT'S
4 HAPPENING HERE?

5 A. THE E-MAIL WAS SENT TO THE SAME FIVE TIME, THE
6 TRIBAL COUNCIL MEN, THE TRIBAL COUNCIL GENERAL COUNSEL
7 ELIZABETH ARONSON AND THE HIRED BEGUN JIM MCSHANE, I HAVE
8 ALSO COPIED THE INVESTOR, OF THE POINT STAFF PERSON ON THE
9 INVESTMENT SAMMY LIE FROM LIBRA SECURITY AND IT'S ENTITLED
10 SUBJECT CASINO EFFORT DEAD, DEAR TRIBAL COUNCIL AND LIBRA,
11 THE EFFORT TO ESTABLISH THE GABRIELINO CASINO AND RESORT IS
12 FINISH LEE DEAD IN THE WATER. AND I WAS COVERING MY YOU NO
13 WHAT I WANTED TO MAKE CLEAR THAT I HAD DONE EVERYTHING I
14 COULD TO IN ORDER TO AVOID THIS RESULT AND I WAS GIVEN
15 NOTICE OF EVERYTHING AS THE RESULT AS I UNDERSTOOD IT AS OF
16 SEPTEMBER 29.

17 Q. AND AGAIN THIS IS THE TRIBAL COUNCIL OF MR. SUN,
18 MS. CARMELO AND THE SAME GROUP THAT WENT ON TO ESTABLISH
19 WHAT WE'RE CALLING THE DUNLAP FACTION IS THAT CORRECT?

20 A. RIGHT, THEY EVENTUALLY LEFT THE TRIBE AND WENT
21 ABOUT THEIR WAY AND TRIED TO STOP THE CANDELARIA FACTION
22 FROM HOLDING TOGETHER THESE 1500 PEOPLE WHO WERE SPECTATORS
23 BUT THEY WERE THE PEOPLE THAT WE'RE GETTING THE CASINO FOR,
24 THE IDEA WAS TO HELP THEM.

25 Q. BUT AT THIS TIME WHAT WAS YOUR UNDERSTANDING AS TO
26 WHICH TRIBE --.

27 THE COURT: HOLD ON COUNSEL.

28 MR. FORDYCE: OH SORRY YOUR HONOR.

1 THE CLERK: YOUR HONOR EXHIBIT 6 47 DATED
2 SEPTEMBER 29 OR 26.

3 MR. FORDYCE: 29 MADAM CLERK.

4 THE COURT: SEPTEMBER 29, 2006.

5 MR. FORDYCE: THAT'S CORRECT.

6 THE COURT: IT SHOULD BE SEPTEMBER 29TH 2006.

7 MR. FORDYCE: THAT'S CORRECT. YOUR HONOR SAME
8 REQUEST FROM THE COURT REGARDING EXHIBIT 678.

9 THE COURT: OKAY.

10 MR. FORDYCE: OKAY THANK YOU YOUR HONOR.

11 Q. MR. STEIN DO YOU HAVE EXHIBIT 678 IN FRONT OF YOU
12 OR CAN YOU READ IT FROM --

13 A. YES.

14 Q. THIS IS A SEPTEMBER 30, 2006 E-MAIL?

15 A. AND IT WAS SENT TO THE SAME TRIBAL COUNCIL, IT WAS
16 SENT TO ELIZABETH ARONSON, THEIR TRIBAL GENERAL COUNSEL,
17 THE HIRED GUN JIM MCSHANE, IT WAS SEND TO JEFF RAVITCH AND
18 SAMMY LI AT LIBRA. AND WHAT IT IS WAS TO INDICATE IS THAT
19 SMDC WAS OWED OVER \$2,000,000, IT WAS OWED THE 1.595
20 MILLION IN MONTY FEES, IT WAS OWED THE REIMBURSABLES. WHAT
21 THIS WAS WAS TO SAY LISTEN I WILL BE FLEXIBLE, IF YOU WANT
22 TO GO FORWARD WITHOUT ME, THAT'S FINE, JUST SHOW ME YOU'RE
23 GOING TO PAY ME, YOU DON'T HAVE TO PAY IT ALL, BUT PAY ME A
24 LITTLE BIT AND IN THE MEANWHILE HERE'S ARE ALL THE OTHER
25 PEOPLE THAT TRUSTED MY WORD SAYING COME GET INVOLVED IN THE
26 CASINO PROJECT WE CAN'T AFFORD TO PAY YOU EVERYTHING BUT WE
27 CAN PAY YOU SOME AND WE'RE GETTING INVESTOR MONIES IN. SO
28 THIS WAS TO SHOW THAT I WAS WILLING TO LEAVE WHICH IS AT

1 THE VERY END, IT SAYS ALSO I WILL LEAVE BY DECEMBER 15 TO
2 IT WAS A DATE CERTAIN THAT I WOULD LEAVE, IT'S WHAT I
3 NEEDED, WHICH IS TO SET UP A NEGOTIATING POSITION THAT WE
4 COULD FIGURE OUT AND ALL THE OTHER BILLS THAT NEEDED TO BE
5 HANDLED IN THE MEANWHILE SO THAT THIS LIVING THING THAT HAD
6 BEEN CREATED DOESN'T DIE, DOESN'T BECOME DEAD.

7 Q. SO WITH MR. DUNLAP, MS. CARMELO, MS. MACHADA,
8 YOU'RE STILL WORKING TO TRY AND RESOLVE THIS, CORRECT?

9 A. ABSOLUTELY, ABSOLUTELY. IT WAS -- AS OF SEPTEMBER
10 30TH I THOUGHT THAT IT WAS GOING TO BE RESOLVED, I REALLY
11 THOUGHT THAT EMOTIONS HAD GOTTEN OUT OF HAND, THAT I WAS
12 PARTIALLY TO BLAME FOR HE MOTIONS GETTING OUT OF HAND AND
13 IF WE ALL STEPPED BACK AND LOOKED EXACTLY AT THE FACTS
14 WHICH IS WHAT THESE E-MAILS ATTEMPT TODAY SET FORTH IN
15 DETAIL, EVERYBODY WOULD RECOGNIZE A SELF INTEREST, LET'S
16 GET IT BACK TOGETHER.

17 Q. AND WHAT DO YOU MEAN WHEN YOU SAY LET'S GET IT
18 BACK TOGETHER, TO WHOM OR WHAT ARE YOU REFERRING TO?

19 A. THE CASINO PROJECT, GETTING A CASINO FOR THESE
20 1700 GABRIELINOS AND IF THAT MEANT I HAVE HAD TO LEAVE,
21 THAT'S FINE, JUST PAY ME OR AT LEAST SHOW ME HOW YOU'RE
22 GOING TO PAY ME, I WOULD BE HAPPY TO LEAVE.

23 Q. AND THAT'S THE CONTRACTING GT TRIBE PARTY WITH MR.
24 DUNLAP, MS. CARMELO, MS. CANDELARIA WHO WE'VE ALREADY HEARD
25 FROM?

26 A. WELL, THERE WAS NO SPLIT IN THE TRIBE AT THIS
27 POINT. THERE WAS NOT EVEN THE THOUGHT OF THE SPLIT IN THE
28 TRIBE. WHEN THESE FACTS CAME OUT THAT'S WHAT LED TO THE

1 THE SPLIT OF THE TRIBE.

2 Q. ALL RIGHT. YOUR HONOR SAME FOR EXHIBIT 57 ONE IF
3 I MAY.

4 THE COURT: 57 ONE.

5 MR. FORDYCE: CORRECT I DON'T BELIEVE IT'S BEEN
6 IDENTIFIED.

7 THE COURT: YES.

8 MR. FORDYCE: THANK YOU YOUR HONOR.

9 Q. SO MR. STEIN I'D LIKE YOU TO IDENTIFY THIS, WE'VE
10 JUST SEEN A SEPTEMBER 30, 2006 E-MAIL, WE'RE NOW NOVEMBER
11 3RD, 2006. FROM WHOM IS THIS E-MAIL -- SORRY THIS LETTER
12 AND WHAT'S IT ABOUT?

13 A. IT'S FROM THE SHEPPARD MULLIN WAS A BIG NATIONAL
14 FIRM, THIS IS FROM ONE OF THEIR TWO OFFICES IN LOS ANGELES.

15 Q. WHAT'S YOUR INTERPRETATION OF WHAT WAS INTENDED BY
16 THIS LETTER?

17 A. THE LETTER DID THREE THINGS, THE FIRST THING THEY
18 DID IS SAY HEY, YOU QUICK, YOU RESIDE FROM THE
19 GABRIELINO-TONGVA GAMING FORT ON SEPTEMBER NINTH WHICH IS
20 CORRECT, I SAID IF YOU GUYS ARE GOING TO BREAK THE PIG BANK
21 QUITE LITERALLY ON SEPTEMBER 6TH I CAN'T BE AN OFFICER OF
22 THAT CORPORATION, I'M GOING TO GET NAILED, THAT HAPPENED ON
23 SEPTEMBER 9TH. THEN THERE CAME TO THE SMDC AGREEMENT THE
24 BIG MULTI PART AGREEMENT AND WHAT THIS DOES IS THIS
25 REFERRED TO SPECIFIC PARTS OF THAT AGREEMENT AND SAYS HEY
26 WE'RE GIVING THE NOTICE OF TERMINATION THAT WE'RE ALLOWED
27 TO GIVE YOU HAVE UNDER THAT AGREEMENT, AND THIS IS THE
28 WRITTEN PROOF THAT WE'RE GIVING YOU HAVE THE NOTICE RIGHT

1 NOW.

2 Q. AND IS THAT RIGHT HERE?

3 A. YES IT IS FIVE AND 13 OF THE DEVELOPMENT AGREEMENT
4 DATED 2001 BETWEEN THE TRIBE AND SMDC TRIBAL COUNCIL HEREBY
5 GIVES 30 DAYS WRITTEN NOTICE OF TERMINATION WHICH IS
6 EXACTLY WHAT THE AGREEMENT CALLED FOR, AND THEN THE LAST
7 THING IT DID WAS THEY SAID HEY LET'S HAVE A NICE ORDINARILY
8 TRANSITION AND I AGREED BUT UNFORTUNATELY WHAT WAS NOT HERE
9 WAS THEIR IDEA OF AN ORDINARILY TRANSITION IS NOT PAYING ME
10 A DIME, NOT RECOGNIZING THAT THEY OWED ME A DIME, SO WHEN
11 THEY SAID ORDINARY TRANSITION, IT'S QUITE A PHRASE TO USE.

12 Q. MR. STEIN, AGAIN, YOUR HONOR IF I CAN SHOW MR.
13 STEIN OR IF I MAY PUT UP EXHIBIT 57 TWO.

14 THE COURT: IS THIS A LETTER TO MR. STEIN.

15 MR. FORDYCE: THAT IS CORRECT.

16 THE COURT: OKAY YOU MAY.

17 MR. FORDYCE: THANK YOU, YOUR HONOR.

18 Q. MR. STEIN, WE'VE JUST SEEN AN OCTOBER 3RD, 2006
19 CORRESPONDENCE. HERE'S AN OCTOBER 5TH, 2006 CORRESPONDENCE
20 FROM SEYFARTH, HOWEVER YOU WANT TO SAY -- HOWEVER YOU WANT
21 TO PRONOUNCE IT?

22 A. SEYFARTH SHAW.

23 Q. THAT'S RIGHT. CAN YOU TELL ME WHAT IS HAPPENING
24 IN THIS LETTER?

25 A. OKAY.

26 Q. IF I CAN DRAW YOUR ATTENTION IN PARTICULAR TO WHAT
27 WE'RE LOOKING AT HERE, IS THIS THE FIRST DEMAND?

28 A. THE PAGE 3?

1 Q. YEAH THE SECOND TO LAST PARAGRAPH, I HAVE WANT TO
2 YOU TO FOCUS ON THAT IF YOU WILL?

3 A. SO SEYFARTH SHAW WERE MY LAWYERS THEY HAD WRITTEN
4 THE SMDC AGREEMENT AND WHEN YOU GET A NOTICE OF TERMINATION
5 YOU'RE SUPPOSED TO VERY OFTEN WRITE A LETTER BACK SAYING
6 YES WE GOT THE NOTICE, THE NOTICE OF THE TERMINATION IS
7 FINE, YOU OWE US A BUNCH OF MONEY AND WHAT HAPPENS NEXT AND
8 THIS -- THE KEY PARAGRAPH IN HERE WHICH I HELPED WRITE WAS
9 ABSENT A SATISFACTORY RESOLUTION, DEVELOPER WILL SEEK
10 ENFORCEMENTS OF ITS RIGHT AND REMEDIES UNDER THE
11 DEVELOPMENT AGREEMENT THAT'S FOR SURE BUZZ BECAUSE A COURSE
12 OF ACTION CAN NEGATIVELY IMPACT THE CASINO PROJECT WHICH IS
13 FIVE AND A HALF YEARS IN THE MAKING THE THAT'S NOT IN
14 ANYBODY'S INTEREST TO SO HOPEFULLY WE CAN RESOLVE THIS
15 DISPUTE, THE WHOLE IDEA WAS THAT BEHIND ALL THIS EXPENSIVE
16 LAWYERING, THESE AVOID A PUBLIC DISPUTE THAT DESTROYS
17 EVERYTHING, LET'S KEEP THE CASINO PROJECT GOING, LET'S HELP
18 THE MEMBERS, LET'S GET OUR DISAGREEMENTS IN LINE AND WE HAD
19 VERY EXPENSIVE LAWYERS THAT THE TRIBE HAD EMPLOYED AT
20 SHEPPARD MULLIN AND VERY EXPENSIVE LAWYERS I'D BEEN
21 [PHRAOEUG] AT SEYFARTH SHAW THAT'S WHAT EXPENSIVE LAWYERS
22 DO THEY PULL THINGS BACK IN THE REALM OF MANAGEABILITY.

23 Q. AND AGAIN MR. STEIN THERE'S NO AMBIGUITY TO YOU AS
24 TO WHO SMDC IS IN NEGOTIATIONS WITH HERE CORRECT?

25 A. THAT'S CORRECT. AS OF OCTOBER 5TH THERE WAS ONLY
26 GT TRIBE, THERE WAS NO SPLIT IN THE TRIBE AND IT WAS VERY
27 CLEAR WHO THE CONTRACTING PARTY WITH THE SMDC AGREEMENT
28 WAS. GT TRIBE WAS A CONTRACTING PARTY AND THEY WERE

1 TERMINATING THE AGREEMENT IN ACCORDANCE WITH THE CONTRACT.

2 Q. YOUR HONOR MAY I --.

3 THE COURT: YES YOU MAY KEEP GOING.

4 MR. FORDYCE: THANK YOU YOUR HONOR I APPRECIATE
5 IT. THIS IS 57 THREE AND AGAIN I DO NOT KNOW THIS HAS BEEN
6 PREVIOUS LEE IDENTIFIED. SO WE'VE JUST SEEN AN OCTOBER 6TH
7 2006 DEFINITE MAPPED LETTER ON YOUR -- ON SMDC'S WHAT. NOW
8 WE HAVE ANOTHER OCTOBER 23RD, 2006 CORRESPONDENCE AND I'D
9 LIKE TO DRAW YOUR ATTENTION ONCE AGAIN TO THE SECOND TO
10 LAST PARAGRAPH?

11 A. SMDC HAS ASKED UNDER THE CIRCUMSTANCES TO DELAY
12 FILING THE COMPLAINT WHILE WE ATTEMPT TO REACH A RESOLUTION
13 OF THE DISPUTES SET FORTH IN THE COMPLAINT. IN OTHER WORDS
14 WE HAD WRITTEN A COMPLAINT BETWEEN OCTOBER 5 AND OCTOBER 23
15 WE HAD WRITTEN A COMPLAINT BECAUSE SMDC WAS GOING TO BE THE
16 PLAINTIFF. SMDC WASN'T A DEFENDANT, THEY WERE A PLAINTIFF,
17 THEY WERE OWED 2,000,000 BUCKS SO THEY HAD A -- WE HAD A
18 COMPLAINT BUT WE DECIDE FILING IT SO THAT CAN HE COULD HAVE
19 A MEDIATION WITH -- AND THEN THAT WOULD HAPPEN BEFORE THE
20 MEMBER MEETING OF NOVEMBER 18TH. SO THE IDEA WAS EVERYBODY
21 WAS GOING TO PULL AWAY FROM THE BRINK, WE WERE GOING TO
22 COME UP WITH A SOLUTION AND THEN ON NOVEMBER 18TH [WAOEG]
23 GO TO PRESENT TO THE MEMBERS OKAY WE HAD A LITTLE BIT OF
24 SPAT LIKE PLENTY OF FAMILIES DO BUT HERE'S A SOLUTION WE
25 COME UP WITH, INCLUDING WE'RE GOING TO GET RID OF JONATHAN
26 STEIN AND HERE'S MR. POLANCO, THAT WAS FINE WITH ME SO LONG
27 AS WE COULD COME TO TERMS AND THIS WAS THE INVITATION TO
28 COME TO TERMS INSTEAD OF FILING COMPLAINTS, LET'S COME TO

1 TERMS BUT HERE'S -- YOU HAVE THE -- YOU CAN RECEIVE THE
2 COMPLAINT WE'RE SERIOUS AS CAN BE.

3 Q. AND CRITICAL AS COMING TO TERMS AS YOU'VE SAID IT
4 IS SMDC BEING PAID BY THE PRE SPLIT GT TRIBE CORRECT?

5 A. I -- IN FIVE AND A HALF YEARS I HAD NOT BEEN PAID
6 A DIME, I PUT OUT 232000 AND I GOT PAID 230 BACK, I WAS
7 NEVER NEGATIVE BUCKS FOR FIVE AND A HALF YEARS OF WORK.

8 Q. LET ME JUST BACK UP FOR A SECOND MR. STEIN, AT
9 THIS TIME THIS IS LATE OCTOBER 2006 WAS THE GENERAL
10 MEMBERSHIP OF GT TRIBE AWARE THAT THE TRIBE HAD RECEIVED
11 LITERALLY MILLIONS OF DOLLARS IN INVESTOR FUNDS?

12 A. AT THIS POINT AFTER THE OCTOBER 3 TERMINATION, I
13 HAD SENT OUT THE MEMBER LETTER SAYING I'D BEEN FIRED
14 WHEREBY WE RAISED MONEY AND I'D BEEN FIRED. AND THAT
15 WAS -- AS I SAID I WAS VERY SELFISH AND CONCERNED ABOUT MY
16 OWN LIABILITY UNDER THE SECURITIES LAW, I WAS ALSO
17 SELFISHLY CONCERNED ABOUT MY MONEY AND THE TRIBAL COUNCIL
18 WAS CONCERNED ABOUT WHATEVER TRIBAL COUNCIL'S DRIVES THEM
19 TO BREAK THE PIGGY BANK. BUT TO ME THE OTHER PARTY THAT
20 NEEDED TO BE AT THE TABLE WERE THE MEMBERS WHO -- I MEAN
21 THE CASINO WAS FOR THEM SO THAT'S WHY I WROTE THE LETTER,
22 IT WENT OUT SOMETIME BEFORE OCTOBER 23 AND SOMETIME AFTER
23 OCTOBER 3.

24 Q. I WANT TO MOVE FORWARD TO ANOTHER CORRESPONDENCE
25 YOUR HONOR, THIS IS 575 AND IT HAS ALSO NOT BEEN IDENTIFIED
26 MAY I SHOW THIS ON THE SCREEN.

27 THE COURT: OKAY.

28 MR. FORDYCE: THANK YOU.

1 Q. NOW MR. STEIN THIS IS NOT INSIGNIFICANT DATE IN
2 THIS LAWSUIT, THIS IS THE NOVEMBER 2ND, 2006 CORRESPONDENCE
3 AND AGAIN CAN YOU IDENTIFY THIS DOCUMENT?

4 A. RIGHT. NOVEMBER 2ND WAS THE DATE THAT THEY FILED
5 THEIR COMPLAINT. WE WERE STILL ASSUMING WE WERE GOING TO
6 HAVE A MEDIATION AND TO MAKE A MEDIATION SUCCESSFUL, YOU
7 SAY EXACTLY HOW MUCH MONEY YOU'RE OWED, YOU MAKE IT VERY
8 CLEAR UP FRONT TO THE CALCULATIONS FOR HOW MUCH IS OWED AND
9 YOU MAKE IT VERY CLEAR WHAT YOUR DEMAND IS, THE FINAL
10 DEMAND YOU DO WHAT'S CALLED AN ACCOUNT STATED IN TECHNICAL
11 CIRCLES AND YOU GO INTO THE MEDIATION AND THEY SAY WELL
12 WE'LL PAY HALF OF IT OR WE'LL PAY IT ALL BUT IT MIGHT TAKE
13 US 10 YEARS OR WE'LL PAY THIS MUCH FOR SURE AND THIS MUCH
14 WILL BE PAID IF WE CONTINUE FORWARD WITH THE CASINO PROJECT
15 THAT'S WHAT YOU HAVE DO WHETHER YOU MEDIATE THAT PUT OUT A
16 LETTER LIKE THIS THAT STATES EXACTLY WHAT YOUR DEMANDING IS
17 AND EXACTLY WHAT YOU'RE DOING IT.

18 Q. AND MR. STEIN THAT'S WHAT WE SEE IN A B AND C ON
19 EXHIBIT 562; CORRECT?

20 A. YEAH.

21 Q. SO ONE POINT 59 5,000,000 WE TALKED ABOUT THAT
22 BEFORE, 23 TWO, 46 TWO IN REIMBURSABLES AND INTEREST IS
23 THAT CORRECT?

24 A. YEAH AND WHAT'S TO ME WHAT'S SO IRONIC, WHILE I'M
25 NAIVE LEE SAYING OOH LET'S HANDLE THIS PROFESSIONAL LEE,
26 THEY HAVE FILED THEIR COMPLAINT IN COURT SO THAT THEY COULD
27 BE THE PLAINTIFFS AND LOOK LIKE THEY ARE THE PARTY THAT
28 WERE WRONGED BECAUSE THEY BEAT ME TO COURT BECAUSE WE WERE

1 DID YOU MEAN ENOUGH TO TRY TO KEEP THIS PROBLEM PRIVATE SO
2 THAT THE CASINO PROJECT COULD SURVIVE IT.

3 Q. AND THEY MR. STEIN, GT TRIBE PRE SPLIT, CORRECT?

4 A. THIS IS A GT TRIBE PRE SPLIT, THERE WAS NO MEMBER
5 MEETING THERE WAS NO SPLIT, IT WAS VERY SIMPLE, THE
6 CONTRACTING PARTY ON NOVEMBER 2ND WAS THE PARTY RUN BY THE
7 VERY SAME PEOPLE WHO THIS LETTER WAS ADDRESS TODAY.

8 Q. SO YOU FOUND OUT ON NOVEMBER 2ND, 2006 THAT GT
9 TRIBE HAD ACTUALLY FILED A LAWSUIT. WHAT HAPPENED NEXT?

10 A. WE SENT THIS LETTER. MY LAWYERS IN MY PRESENCE
11 PUT IN A PHONE CALL SAYING DID YOU GET OUR LETTERS, YOU
12 KNOW WHEN DO WE MEDIATE AND THEIR LAWYERS WERE COURTEOUS
13 AND SAID WELL ACTUALLY WE FILED A COMPLAINT TODAY WHICH
14 ENDED THE CONVERSATION VERY QUICKLY AND I SAID OH MY GOSH
15 THAT'S TERRIBLE LET'S GET OUR DRAFT COMPLAINT IN AS SOON AS
16 POSSIBLE AND I QUITE LITERALLY PRINTED IT OUT OFF THE
17 COMPUTER AND RAN DOWN TO COURT MYSELF AND PAID OUT OF MY
18 MONEY THE COURT FEE -- OUT OF MY POCKET THE COURT FEES TO
19 GET IT FILED LATER THAT DAY.

20 Q. YOUR HONOR I'D LIKE TO -- I DON'T REMEMBER IF THIS
21 IS HAS BEEN IDENTIFIED, THIS IS 555 AND IT IS THE
22 ORIGINAL -- THE FIRST GT TRIBE COMPLAINT FROM NOVEMBER 2ND,
23 2006 MAY I HAVE PUT THAT ON THE --.

24 THE COURT: OKAY JUST AN ADMONITION TO THE JURY,
25 THE COMPLAINT IS NOT EVIDENCE, THEY'RE JUST ALLEGATIONS
26 JUST SO YOU HAVE KNOW. OKAY.

27 MR. FORDYCE: THANK YOU YOUR HONOR.

28 THE COURT: IN FACT FINISH THE COMPLAINT, THIS

1 COMPLAINT HAS GONE THROUGH A NUMBER OF VERSIONS BUT ANYWAY,
2 THEY'RE ALLEGATIONS, THEY'RE NOT PROOF.

3 MR. FORDYCE: SO MR. STEIN WHO IS THE CONTRACTING
4 PARTY ON NOVEMBER -- HANG ON -- ON NOVEMBER 2ND, 2006?

5 A. WELL, THE DATE STAMP IS AT THE VERY TOP IT'S KIND
6 OF CUT OFF RIGHT THERE, THAT'S THE NOVEMBER 2006 DATE
7 STAMP, PARAGRAPH 1 IDENTIFIES THE PARTY?

8 Q. PLEASE READ PARAGRAPH 1?

9 A. THE LAST SENTENCE OF PARAGRAPH 1 IS THE TRIBE IS
10 AN UNINCORPORATED ASSOCIATION LOCATED IN LOS ANGELES
11 COUNTY, IN OTHER WORDS IT'S A VOLUNTARY GROUP, THERE'S
12 NOTHING THAT INDIAN ABOUT IT BUT THERE IS A NATIVE AMERICAN
13 TRIBE HAS RECOGNIZED UNDER THE LAWS OF CALIFORNIA BUT RIGHT
14 NOW IT'S AN UNINCORPORATED ASSOCIATION LOCATED IN LOS
15 ANGELES COUNTY.

16 Q. AND THIS IS AS OF NOVEMBER 2ND, 2006, CORRECT?

17 A. BEFORE THE SPLIT OCCURRED ON NOVEMBER 18TH.

18 MR. FORDYCE: YOUR HONOR I'D LIKE TO SHOW THE JURY
19 AND HAVE MR. STEIN IDENTIFY THE FOURTH AMENDED COMPLAINT
20 WHICH I BELIEVE IS THE OPERATIVE COMPLAINT.

21 Q. .

22 THE COURT: AND AGAIN THEY ARE JUST ALLEGATIONS
23 WHICH EXHIBIT.

24 MR. FORDYCE: YOUR HONOR THAT IS EXHIBIT 5 26.

25 THE COURT: THAT I SHOW ALREADY.

26 MS. IBARRA: YEAH.

27 MR. FORDYCE: HAS IT.

28 THE COURT: SOMEBODY'S TESTIFIED ABOUT IT.

1 MR. FORDYCE: VERY GOOD.

2 Q. MR. STEIN AGAIN I DON'T SEE A DATE STAMPS ON THIS?

3 A. THE VERY END.

4 Q. SORRY ABOUT THIS, I COULD HAVE PROBABLY DEPOSIT
5 THIS MORE EFFICIENTLY BUT --. AND MR. STEIN JUST READ FOR
6 THE RECORD?

7 A. AUGUST 20TH, 2015. SO THIS -- THIS DOCUMENT WAS
8 CREATED AUGUST 20TH, 2015 AND FILED WITHIN A DAY OR TWO OF
9 THAT DATE.

10 Q. AND THE ATTORNEY IDENTIFIED IS MS. IBARRA?

11 A. MS. IBARRA SITTING THERE.

12 Q. LET ME DRAW YOUR ATTENTION TO THE FIRST PARAGRAPH
13 OF THIS COMPLAINT, THE FOURTH AMENDED COMPLAINT AND HAVE
14 YOU READ THAT, IF I CAN FIND IT, THERE IT IS?

15 A. THIS PARAGRAPH ENDS THE TRIBE IS A TRIBAL NATION
16 LOCATED IN LOS ANGELES COUNTY. IN OTHER WORDS, IT'S NO
17 LONGER AN UNINCORPORATED ASSOCIATION WHICH FILED THE
18 COMPLAINT, NOW IT'S A NEW GROUP THAT CALLS THEMSELVES A
19 TRIBAL NATION MATCHING THE CONSTITUTION OF THE DUNLAP
20 FACTION WHICH SAYS THAT WE ARE A SOVEREIGN INDIAN NATION.

21 Q. SO MR. STEIN WHAT IS YOUR BRIEF AS TO WHICH
22 INDICATE IS REPRESENTED IN THE LAST SENTENCE IN PARAGRAPH
23 1?

24 A. THAT IS NOT THE CONTRACTING ENTITY, WE HAD A
25 CONTRACT WITH AN UNINCORPORATED ASSOCIATION THAT EXISTED
26 FROM 2001 TO 2006 WITH 1700 MEMBERS, SMDC WORKED FOR THEM.
27 AFTER THAT GROUP SPLIT INTO TWO UNEQUAL PIECES, SMDC WORKED
28 FOR THE BIG PIECE WITH THE 1500 MEMBERS THAT WAS STILL AN

1 UNINCORPORATED ASSOCIATION WITH THE SAME CONSTITUTION GIVE
2 OR TAKE A TYPO. THIS GROUP THE DUNLAP FACTION WAS 230
3 PEOPLE THAT LEFT WITH ALL THE MONEY AND THEY FORMED A NEW
4 ORGANIZATION WITH A NEW CONSTITUTION WITH A PEO'TSKOME
5 WHATEVER THAT IS, WITH NO CLASS A B AND C MEMBERS THAT
6 SAILED SOVEREIGNTY AND GOVERNMENT IT GOVERNMENT
7 RELATIONSHIP AND THAT IT HAD A JUDICIARY TO INTERPRET ITS
8 OWN SUPREME LAWS AND THAT WAS A TRIBAL NATION ACCORDING TO
9 THEIR OWN CLAIMS AND ACCORDING TO THEIR NEW COMPLAINT THAT
10 IS FILED IN 2015.

11 Q. SO MR. STEIN AS YOU SIT HERE TODAY THE ENTITY
12 THAT'S HEADED BY MS. GOAD CURRENTLY AS A TRIBAL COUNCIL
13 WOMAN, CHAIRWOMAN, THAT PARTY WITH WHO'S SMDC CONTRACTED
14 WITH WAY BACK IN 2001?

15 A. NO, THEY ARE NOT THE PARTY THAT WE CONTRACTED WITH
16 IN 2001 THROUGH 2006, THEY HAVE 230 MEMBERS AND I NEVER DID
17 ANY WORK FOR THEM, THEY WERE THE PEOPLE THAT SAID GET LOST
18 AND TOOK THE MONEY WITH THEM.

19 Q. LET ME BE CLEAR MR. STEIN, HAVE YOU EVER DONE ANY
20 WORK OF ANY TYPE FOR THE ENTITY THAT YOU BELIEVE IS THE
21 PLAINTIFF IN THIS MATTER?

22 A. NO.

23 Q. THAT IS THE DUNLAP FACTION?

24 A. NO.

25 Q. HAVE YOU DEVELOPED A CASINO FOR THEM?

26 A. NO.

27 Q. HAVE YOU PRACTICED LAW FOR THEM?

28 A. NO.

1 Q. SO NOVEMBER 2ND, 2006 THERE'S NO DOUBT IN YOUR
2 MIND WHO IS THE CONTRACTING PARTY?

3 A. THAT'S CORRECT. THE PARTY --

4 Q. GO AHEAD MR. STEIN I DIDN'T MEAN TO CUT YOU OFF.

5 A. THE FIRST COMPLAINT THAT WAS FILED ON NOVEMBER 2
6 WAS BEFORE THE SPLIT OCCURRED AND THAT WAS FILED AS AN
7 UNINCORPORATED ASSOCIATION AND AS A PARTY THAT HAD A
8 CONTRACT WITH SMDC. THESE GUYS ARE LEFT OVER AFTER A
9 SETTLEMENT WITH THE CANDELARIA GROUP AND THEY ARE NOT THE
10 CONTRACTING PARTY, THEY ARE A TRIBAL NATION THAT CLAIMS
11 GOVERNMENT SOVEREIGNTY AND GOVERNMENT TO GOVERNMENT
12 RELATIONSHIPS.

13 MR. FORDYCE: YOUR HONOR IS THIS --

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