

1 CAUTIONS IN USING A REALTIME PARTIALLY EDITED TRANSCRIPT

2

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.

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GABRIELINO-TONGVA TRIBE VS. STEIN

ROUGH TRIAL TESTIMONY OF JONATHAN STEIN, 6/30/16

THE COURT: YOU CAN JUST TAKE YOUR SEAT. AND YOU UNDERSTAND YOU'RE STILL UNDER OATH?

A. YES YOUR HONOR.

Q. BY MR. FORDYCE: SO MR. STEIN WE'VE SEEN PLAINTIFFS CASE AND WHAT I'M GOING TO DO IS WALK YOU THROUGH A FEW EXHIBITS AND EVENTS JUST TO MAKE SURE IF THERE WAS ANY CONFUSION WE'RE GOING TO STRAIGHTEN OUT ANY CONFUSION OF WHAT THERE MAY OR MAY NOT, I'M GOING TO SHOW FIRST EXHIBIT 65 ONE YOUR HONOR, '65 ONE MAY WE SHOW TO THE JURY.

THE COURT: YES.

MR. FORDYCE: THANK YOU YOUR HONOR.

MR. FORDYCE:

Q. SO MR. STEIN DO YOU RECOGNIZE EXHIBIT 65 ONE?

A. YEAH THERE WAS AN E-MAIL SENT SEPTEMBER 27TH WHEN THINGS WERE COMING TO A BOIL WITH THE TRIBAL COUNCIL.

Q. AND TELL ME WHAT'S HAPPENING IN THIS E-MAIL?

A. THEY HAD MADE CLEAR TO ME THAT IT'S NOT THAT THEY WANTED TO TERMINATE MY AGREEMENT IT'S THAT THEY WANTED TO TERMINATE MY AGREEMENT AND NOT PAY ANY MONEY INCLUDING AMOUNTS FOR SEPTEMBER AND OCTOBER THAT THEY HAD PROMISED REPEATEDLY TO PAY DURING THIS DISPUTATIOUS PERIOD AND THAT THEY ALSO SAID A THIRD THING WHICH IS MY UNDERSTANDING WAS THAT THEY WERE GOING TO GO AHEAD AND BREAK THE BUDGET, THEY WERE GOING TO BREAK THE PIG BANK.

1 Q. MR. STEIN PRONOUNS ARE VERY DANGEROUS IN THIS
2 CASE, WHO ARE THEY?

3 A. THEY IS THE TRIBAL COUNCIL THAT WAS RUNNING GT
4 TRIBE AND THAT WAS SAM DUNLAP, MARTIN ALCALA, ADAM LOYA,
5 VIRGINIA CARMELO AND SHIRLEY MACHADO.

6 Q. WAS THIS WHO DEFENDANTS HAVE IDENTIFIED AS THE
7 DUNLAP FACTION IN THIS LAWSUIT?

8 A. NO IT'S NOT THE DUNLAP FACTION, NO THE DUNLAP
9 FACTION ONLY CAME INTO BEING AFTER THE SPLIT THAT START ON
10 NOVEMBER 18 AND 19 AND BECAME PERMANENT WITH SPRING
11 ELECTIONS BY THE CANDELARIA FACTION AND THEIR 1500 MEMBERS
12 AND THE DUNLAP FACTION ADOPTION OF A NEW CONSTITUTION IN
13 FEBRUARY OF 2007 AND THEN THEY HAD THEIR OWN ELECTIONS IN
14 FALL OF 2007.

15 Q. MR. STEIN I'M GOING TO SHOW YOU EXHIBIT 577 YOUR
16 HONOR THAT'S ALREADY BEEN MARKED MAY I --.

17 THE COURT: YES.

18 MR. FORDYCE: THANK YOU.

19 THE COURT: WE'VE ALREADY TALKED ABOUT THESE
20 INSTRUCTIONS SO YOU CAN MOVE THROUGH THEM.

21 MR. FORDYCE: IF I HAVE ANY QUESTIONS DISCRETION
22 WILL TAKE THE BETTER PART OF THE VALUE OR, I ASSURE, YOU.

23 Q. MR. STEIN EXHIBIT 577 CAN YOU DESCRIBE WHAT THIS
24 IS ONCE AGAIN?

25 A. THIS IS THE TALLEY REPORT THAT I HAD PREPARED, WE
26 NOW MOVED FROM OCTOBER 27TH, 2003, WE'RE STILL DEALING WITH
27 GT TRIBE AND THE IDEA WAS TO MAKE SURE TO GET DOWN EXACTLY
28 WHO HAD BEEN PAID WHAT OUT OF THE 2.15 MILLION, EXACTLY

1 WHAT WAS LEFT OVER WHAT WAS OWED WHICH IS WAS 4.9 MILLION
2 AND EXACTLY WHAT CASH WE EXPECTED SHOULD HAVE BEEN IN THE
3 BANK IS THE 898,000 AND SO THESE ARE THE LONG TIME
4 ACCOUNTANTS FOR THE TRIBE AND THEY GOT IT ALL DOWN ON PAPER
5 ON OCTOBER 3.

6 Q. MR. STEIN OUT OF THAT \$898,000 HOW MUCH DO YOU
7 CONTEND WAS PAID TO ST. MONICA DEVELOPMENT?

8 A. OUT OF THE 2.15 MILLION THE VENDOR BALANCE DETAIL
9 SHOWS THAT 230,000 WAS PAID TO ST. MONICA DEVELOPMENT IN
10 TOTAL.

11 Q. AND MR. STEIN WHAT WERE YOUR REIMBURSABLES AT THAT
12 TIME, IN OTHER WORDS MONEY THAT ST. MONICA WAS OWED FOR
13 EXPENDITURES THAT IT HAD MADE?

14 A. JUST REIMBURSABLES, NOT INCLUDING FEES, WERE
15 232000 UNPAID.

16 Q. SO YOU WERE \$2,000 IN THE HOLE?

17 A. SO AS OF THIS I WAS \$2,000 IN THE HOLE THAT'S
18 CORRECT.

19 Q. OKAY SO I'D LIKE TO MOVE ON TO EXHIBIT 571. MR.
20 STEIN IDENTIFY THIS AGAIN PLEASE?

21 A. THIS WAS THE OFFICIAL ACKNOWLEDGMENT BY THE TRIBES
22 LAWYERS SHEPPARD MULLIN, A VERY LARGE NATIONAL FIRM AND
23 THEY SAID OKAY MR. STEIN, YOU LEFT A POSITION HELD WITH THE
24 GAMING AUTHORITY ON SEPTEMBER 9TH AND NOW ON OCTOBER 3 WE
25 ARE TERMINATING THE SMDC AGREEMENT IN ACCORDANCE WITH THE
26 PROVISIONS OF THAT AGREEMENT.

27 Q. TO BE CLEAR WHO'S TERMINATING THE SMDC AGREEMENT?

28 A. G G WHICH IS THE LEGAL ENTITY, THE VOLUNTARY

1 ORGANIZATION THAT I -- THAT SMDC AND MYSELF HAD WORKED WITH
2 FROM 2001, THEY DID THE TERMINATING OF THE AGREEMENT THAT I
3 HAD WITH THEM.

4 Q. PRE SPLIT?

5 A. THIS IS BEFORE THE SPLIT PUT INTO QUESTION WHO WAS
6 GT WHICH I TOOK TO BE THE CANDELARIA FACTION SINCE IT HAD
7 THE VAST MAJORITY OF MEMBERS.

8 Q. MR. STEIN, WERE YOU FIRED IN YOUR INTERPRETATION
9 BY WHAT DEFENDANTS ARE IDENTIFYING AS THE DUNLAP FACTION?

10 A. NO, I WAS NOT FIRED BY THE DUNLAP FACTION, THEY
11 DIDN'T EXIST YET.

12 Q. OXIDE LIKE TO MOVE ON TO EXHIBIT 5 20 AND AGAIN
13 MR. STEIN CAN YOU IDENTIFY THIS EXHIBIT?

14 A. AFTER THE OCTOBER 3 TERMINATION LETTER, I WROTE A
15 LETTER USING TRIBAL STATIONERY SAYING I RAISED 21 MILLION I
16 HADN'T BEEN ABLE TO TELL ANYBODY ABOUT IT BUT THAT THERE
17 WAS A QUESTION WHERE THE CASH WAS NOW AND I'D BEEN FIRED
18 ALREADY AND I TRIED TO MAKE IT AS CLEAR AS POSSIBLE TO
19 MEMBERS WITH A LOT OF EDUCATION AND AS CLEAR AS POSSIBLE TO
20 MEMBERS WITH LESS EDUCATION.

21 THE COURT: IS THIS 575.

22 MR. FORDYCE: YOU WERE THIS IS ACTUALLY 520.

23 Q. MR. STEIN TO WHOM WAS THIS IN YOUR OPINION OR YOUR
24 INTENTION, TO WHOM WAS THIS LETTER COMMUNICATED?

25 A. THIS WAS COMMUNICATED TO GT TRIBE WHICH I'VE
26 ALWAYS VIEWED WAS THE MEMBERS, NOT JUST THE TRIBAL COUNCIL.
27 TRIBAL COUNCIL MEN GET ELECTED, THEY GET APPOINTED, THEY
28 ABANDONED THEIR OFFICE LIKE CINDI ALVITRE OR LIZ DID YOU

1 KNOW DID AND THESE FIVE GUYS DID BUT TO ME THE TRIBE WAS
2 THE MEMBERS, THAT MEMBERSHIP SPLIT IN TWO PIECES AFTER THIS
3 LETTER WAS WRITTEN.

4 Q. LET'S MOVE ON TO 575. MR. STEIN AGAIN PLEASE
5 IDENTIFY THIS DOCUMENT?

6 A. THIS IS THE THIRD OF THREE DEMAND LETTERS SENT
7 WITH HOPEFULLY THE IDEA OF LEADING TO A MEDIATION WHERE THE
8 EXACT DOLLARS CAN BE DISCUSSED AND SOME PROVISION FOR
9 PAYMENT MADE THAT WAS DATED NOVEMBER 2, WE DID NOT KNOW
10 WHEN WE SENT THIS LETTER THAT THEY HAD ACTUALLY ALREADY
11 FILED A LAWSUIT AND THE IDEA WAS HERE WAS TO HOPEFULLY TAKE
12 THE CONTRACT THAT HAD BEEN TERMINATED, GET SOME PAYMENT FOR
13 IT AND LET THEM MOVE ON WITH THEIR CASINO PROJECT WOULD YOU
14 TELL ME.

15 Q. AND WHEN YOU SAY THAT, YOU MEAN TO CONTINUE TO
16 WORK WITH THE PRE SPLIT GT TRIBE WITH WHOM SMDC CONTRACTED
17 INITIALLY IN 2001 CORRECT?

18 A. THAT'S CORRECT, AGAIN THE LETTER IS DATED NOVEMBER
19 2ND, THE SPLIT BEGAN TO OCCUR NOVEMBER 18TH AND WAS
20 FINALIZED CAN WHEN CANDELARIA FACTION HAD THEIR ELECTIONS
21 IN SPRING, DUNLAP FACTION ADOPTED THEIR CONSTITUTION IN
22 FEBRUARY AND HAD THEIR ELECTIONS IN FALL OF 2007.

23 Q. SO THIS WAS NOT DIRECTED TO WHAT WE DEFENDANTS ARE
24 CALL THE DUNLAP FACTION, CORRECT?

25 A. NO I NEVER DEALT WITH THE DUNLAP FACTION.

26 Q. I'M GOING TO MOVE ON TO EXHIBIT 55 FIVE?

27 A. AGAIN THIS IS PLACEBO PLEASE IDENTIFY THIS FOR THE
28 RECORD?

1 A. THAT WAS THE NOVEMBER 2ND COMPLAINT PUT IN BY GT
2 TRIBE BEFORE THE SPLIT AND IT IDENTIFIES GT TRIBE IS WHAT I
3 UNDERSTOOD THEM TO BE WHICH WAS AN UNINCORPORATED
4 ASSOCIATION.

5 Q. IS THAT REPRESENTED BY THE UNDER LIKE SECTION IN
6 THE FIRST PARAGRAPH THERE, PARAGRAPH 1?

7 A. RIGHT, RIGHT.

8 Q. AND IN 2001 SMDC CONTRACTED WITH AN UNINCORPORATED
9 ASSOCIATION, CORRECT?

10 A. IT PERFORMED WITH IT, THE CONTRACT WAS NOT AS
11 ADVANCED AS OUR UNDERING IS 15 YEARS LATER, 10 YEARS OF
12 WHICH HAVE BEEN IN LITIGATION, BUT THE IDEA WAS THAT WE DID
13 KNOW THAT BY THIS TIME WAS AN UNINCORPORATED ASSOCIATION,
14 NOT A TRIBE THAT ASS AMORPHOUS AND HAS NO RIGHT TO
15 CONTRACT.

16 Q. MR. STEIN, WE'VE JUST GONE THROUGH SIX EXHIBITS,
17 ARE THESE ALL, THESE EXHIBITS IN YOUR OPINION THEY
18 REPRESENT PRE SPLIT ACTIVITIES?

19 A. THAT'S EXACTLY RIGHT. THIS WAS ALL BEFORE THE
20 SPLIT OCCURRED. HAD THE SPLIT NOT OCCURRED, THEN THERE
21 WOULDN'T HAVE BEEN ANY QUESTIONS OF WHAT WE'VE BEEN
22 DISCUSSING FOR TWO WEEKS, BUT THE SPLIT OCCURRED BEGINNING
23 WITH THE NOVEMBER 18 AND 19 MEETINGS AND THEN CONTINUED
24 FORWARD BY THE SPRING ELECTION BY THE CANDELARIA FACTION,
25 FEET A FEBRUARY 2007 ADOPTION OF A CONSTITUTION BY DUNLAP
26 FACTION AND THEN THEIR SEPARATE ELECTIONS IN THE FALL OF
27 2007.

28 Q. ALL RIGHT I'D LIKE TO MOVE FORWARD A LITTLE BIT IN

1 TIME, AND THIS IS WHAT I'LL CATEGORIZE AS DURING THE SPLIT
2 AND YOUR HONOR THESE EXHIBITS HAVE BEEN MARKED BUT I WILL
3 PROBABLY HAVE PULL UP MY LIST SO I'M GOING TO COVER THE --.

4 THE COURT: OKAY.

5 MR. FORDYCE: THANK YOU.

6 Q. BY MR. FORDYCE: MR. STEIN THIS HAS ALREADY BEEN
7 IDENTIFIED EXHIBIT 55 THREE, CAN YOU IDENTIFY AGAIN?

8 A. THIS IS A LETTER ON THE ALTERED STATIONERY THAT
9 THE DUNLAP FACTION HAD USED, IT'S MARCH 7TH, 2007, IT'S
10 AFTER THE SPLIT OCCURRED, IT'S MR. DUNLAP'S LETTER THAT
11 SAYS THAT SMDC RECEIVED \$300,000 OUT OF THE 898,000 OR THE
12 \$900,000 THAT ARE ALLEGED TO BE MISSING.

13 Q. AND MR. STEIN, YOU HAVE PERSONAL KNOWLEDGE OF
14 REVENUES THAT SMDC RECEIVED FROM 2001 TO 2016, CORRECT?

15 A. CORRECT.

16 Q. DID SMDC RECEIVE \$300,000 OF THE \$900,000 OF CASH
17 THAT'S OUTLINED IN THE THIRD PARAGRAPH OF THIS DOCUMENT AND
18 BOLDED?

19 A. ABSOLUTELY NOT.

20 Q. DID YOU WORK FOR THE DUNLAP FACTION AFTER THE
21 SPLIT?

22 A. I NEVER WORKED FOR THE DUNLAP FACTION. THE SMDC
23 CONTRACT WAS TERMINATED IN OCTOBER, THE DUNLAP FACTION
24 FORMED AFTER NOVEMBER 18TH, AFTER THE SMDC CONTRACT WAS
25 TERMINATED, SMDC AND THE CASINO PROJECT MOVED FORWARD WITH
26 THE CANDELARIA FACTION, NOT WITH THE DUNLAP FACTION.

27 Q. WERE YOU MADE \$300,000 TO WORK FOR THE DUNLAP
28 FACTION?

1 A. NO.

2 Q. LET'S MOVE ON TO EXHIBIT 6 '67, WE'VE DISCUSSED
3 THIS WITH THE COURT I'M GOING TO PUT THAT UP. ALL RIGHT
4 AND MR. STEIN PLEASE IDENTIFY SIX '67, MIGHT HAVE BEEN
5 IDENTIFIED?

6 A. THIS IS AN EXCEL SPREADSHEET THAT I MADE
7 PERSONALLY BASED ON ALL OF THE CHECKS THAT TOOK US YEARS
8 AND YEARS AND YEARS OF EFFORT TO GET THOSE CHECKS BUT WE
9 FINALLY GOT THE CHECKS FOR THE \$898,000 AND I MADE THIS
10 SPREADSHEET TO SHOW THAT THE VAST MAJORITY WAS SPENT IN
11 NOVEMBER AND EXACTLY WHAT WAS SPENT ON AND THE DATE -- THE
12 CHECK DATE, THE CHECK AMOUNT AND THE PARTY.

13 Q. AND TO BE ABSOLUTELY CLEAR MR. STEIN YOU CREATED
14 THIS DOCUMENT, CORRECT?

15 A. YES.

16 Q. AND CAN YOU TELL THE JURY HOW THIS DOCUMENTS
17 RELATE TO EXHIBIT 55 THREE WHICH WE JUST SAW IN WHICH
18 SENATOR POLANCO SAYS SMDC WAS PAID \$300,000 OUT OF THE
19 \$900,000 THAT WAS MISSING?

20 A. IT ACCOUNTS FOR THE ALL THE MONEY, IT'S OFF BY A
21 COUPLE OF DOLLARS BUT JUST THE COUPLE, THERE'S NO CHECK TO
22 ST. MONICA DEVELOPMENT IN ANY AMOUNT FROM THE \$898,000 THAT
23 THE TRIBAL COUNCIL WALKED OFF WITH.

24 Q. WE CAN LET THE JURY EXAMINE THAT ANOTHER TIME.
25 I'M GOING TO MOVE ON TO EXHIBIT 5 58. AND AGAIN, MR. STEIN
26 THIS HAS ALREADY BEEN IDENTIFIED BUT PLEASE IDENTIFY IT
27 ONCE AGAIN?

28 A. THESE ARE THE VARIOUS INVOICES, THERE WERE 14

1 DIFFERENT INVOICES SHOWING TO AMOUNTS OWED TO THE 14 OF THE
2 VENDORS IN THE CASINO PROJECT.

3 Q. SO, FOR EXAMPLE, HERE, THIS IS AN INVOICE FROM
4 APREA AND COMPANY, CORRECT?

5 A. YES. THAT WAS A SACRAMENTO LOBBYING FIRM. WHEN
6 WE FOUND OUT THAT MR. POLANCO HAD HIRED FRANK HILL, WHO IS
7 AN EX-CON WHO HAD BEEN SENT TO JAIL FOR CORRUPTION WHILE
8 BEING A LEGISLATOR.

9 MS. IBARRA: OBJECTION ATTORNEY PRIVILEGE AND
10 RELEVANT?

11 A. WE REPLACED HIM WITH APREA.

12 THE COURT: HOLD ON. THERE'S AN OBJECTION.

13 MS. IBARRA: NOT RELEVANT.

14 THE COURT: SUSTAINED. THE ANSWER IS STRICKEN.

15 A. VERY GOOD.

16 MR. FORDYCE: SO AGAIN MR. STEIN LIMITING YOURSELF
17 TO MY QUESTION.

18 THE COURT: TO THE QUESTION ASKED.

19 MR. FORDYCE: YES. MAY I HAVE THE QUESTION READ
20 BACK.

21 A. YES.

22 THE COURT: YES.

23 (RECORD READ.)

24 A. YES IT IS.

25 MR. FORDYCE: WERE THESE INVOICES EVER TO YOUR
26 KNOWLEDGE HONORED.

27 A. NONE OF THESE INVOICES WERE PAID OUT OF THE
28 \$898,000 AS SHOWN IN THE EXCEL SPREADSHEET AND AS VERIFIED

1 BY ME BECAUSE I KEPT IN CONTACT WITH ALL THESE PEOPLE TO
2 EXPLAIN WHAT HAD HAPPENED TO TRY TO CONVINCED SOME OF THEM
3 TO CONTINUE FORWARD WITH THE CANDELARIA FACTION.

4 Q. DO YOU KNOW IF THEY WERE EVER PAID BY THE DUNLAP
5 FACTION?

6 A. TO MY KNOWLEDGE, NO, NEVER, NOT A DIME.

7 Q. AND THESE LAST THREE EXHIBITS THAT WE'VE SEEN WERE
8 DURING WHAT WE MIGHT CALL -- DURING THE SPLIT, CORRECT?

9 A. RIGHT, THIS IS -- THIS IS WHEN THE DUNLAP FACTION
10 IN THE MONTH OF NOVEMBER, THE SPLIT OCCURRED IN NOVEMBER 18
11 AND 19 IS WHEN IT BEGAN, DURING THE MONTH OF NOVEMBER THEY
12 STARTED LITIGATION IN THE NOVEMBER 2ND AND WITHIN A WEEK
13 HAD SPENT THE GREAT MAJORITY OF THE \$98,000.

14 Q. MR. STEIN LET ME SOMEHOW HAD YOU ONE MORE DOCUMENT
15 FROM WITHIN THE SPLIT THIS HAS ALREADY BEEN IDENTIFIED AND
16 THIS IS EXHIBIT 5 23. AND AGAIN PLEASE IDENTIFY THIS
17 DOCUMENT?

18 A. THIS IS THE MAIL-ER SENT OUT BY THE FINANCIAL
19 OVERSIGHT COMMITTEE THAT I HELPED WRITE, I POINTED OUT WHAT
20 THE INVESTORS WERE THINKING AT THE TIME AND THE FINANCIAL
21 OVERSIGHT COMMITTEE IS IDENTIFIED, THEIR CONTACT
22 INFORMATION IS GIVEN TO ALL THE MEMBERS.

23 Q. AND AGAIN THIS IS DURING THE SPLIT, THIS IS
24 NOVEMBER 18, CORRECT?

25 A. THIS IS THE VOLUNTARY EFFORTS BY MEMBERS OF THE
26 VOLUNTARY ORGANIZATION TO SAY WHAT HAPPENED TO -- WE DIDN'T
27 KNOW WE HAD MONEY AND NOW THAT WE KNOW, WHAT HAPPENED TO
28 IT.

1 Q. ALL RIGHT. AND AT ANY TIME DURING WHAT WE'RE CALL
2 DURING THE SPLIT, DID SMDC WORK OR YOU FOR THAT MATTER WORK
3 IN ANY CAPACITY FOR THE ENTITY THAT WE ARE REFERRING TO AS
4 THE DUNLAP FACTION?

5 A. NO WE WERE WORKING WITH THE FINANCIAL OVERSIGHT
6 COMMITTEE, THAT GREW INTO THE CANDELARIA FACTION AFTER THE
7 SPRING 2007 ELECTIONS.

8 Q. AND MR. STEIN I UNDERSTAND YESTERDAY MR. DUNLAP
9 MENTIONED A NAME JOHN AGUIRRE?

10 A. AGUIRRE HE'S DOWN ON THE LIST.

11 Q. AND IF YOU CAN, IF YOU HAVE KNOWLEDGE, PLEASE
12 CLARIFY WHO IS MR. AGUIRRE?

13 A. MR. AGUIRRE WAS A FIREFIGHTER AS MR. DUNLAP SAID,
14 HE HOWEVER WAS BASICALLY A SPY FOR THE DUNLAP FACTION THAT
15 HAD BEEN PLANTED ON THE FINANCIAL OVERSIGHT COMMITTEE TO
16 SEE WHAT WAS GOING ON.

17 Q. ALL RIGHT. WE'RE GOING TO MOVE FORWARD TO THE
18 TIME PERIOD WE'RE GOING TO REFER TO AS AFTER THE SPLIT AND
19 AGAIN I'M GOING TO MOVE VERY QUICKLY THROUGH JUST THREE
20 EXHIBITS MAYBE THREE OR FOUR. I'M GOING TO PUT UP WHAT'S
21 ALREADY BEEN IDENTIFIED AS EXHIBIT 7 34.

22 THE COURT: SEVEN 34.

23 MR. FORDYCE: CORRECT YOUR HONOR THAT'S SB 1.

24 THE COURT: HOLD ON I DON'T REMEMBER. YES OKAY.

25 MR. FORDYCE: OKAY.

26 Q. BY MR. FORDYCE: AND MR. STEIN AGAIN PLEASE
27 EXPLAIN TO THE JURY THIS EXHIBIT?

28 A. AFTER THE SPLIT OCCURRED AND AFTER THE ELECTIONS

1 HAD MADE IT OFFICIAL, THIS IS DECEMBER 2007 IT'S SENATE
2 BILL NUMBER ONE, I WAS WORKING WITH THE CANDELARIA FACTION
3 TO TRY TO GET THAT BILL ENACTED INTO LAW.

4 Q. AND MR. STEIN TO BE VERY CLEAR ABOUT THIS, YOUR
5 POSITION IS THAT SMDC WAS WORKING WITH WHAT WE'VE CALLED
6 THE GT TRIBE INITIALLY WHEN NOW WE'RE REFERRING TO AS THE
7 CANDELARIA FACTION, THIS IS A CONTINUOUS PROCESS, IT'S A
8 LINEAR PROCESS, IT'S NOT THAT IT STOPPED SOMETIME THE END
9 OF 2006, THIS IS WORK THAT WENT FROM THE 2001 THROUGH
10 SENATE BILL NO. 1 AND THROUGH --

11 MS. IBARRA: OBJECTION, YOUR HONOR. HE'S
12 TESTIFYING.

13 THE COURT: SUSTAINED. THE QUESTION IS STRICKEN.
14 ASK A QUESTION.

15 Q. BY MR. FORDYCE: MR. STEIN DID YOU WORK
16 CONSISTENTLY FOR GT TRIBE AND THE CANDELARIA FACTION FROM
17 2001 UNTIL WELL AFTER THE SPLIT?

18 A. YES.

19 Q. DOES THIS EXHIBIT REPRESENT PART OF THOSE EFFORTS?

20 A. THIS EVERY TIME WAS -- AFTER THE SPLIT HAD
21 OCCURRED THIS WAS DONE FOR THE CANDELARIA FACTION.

22 Q. I'M GOING TO IDENTIFY -- YOUR HONOR?

23 A. AND NOT THE DUNLAP FACTION.

24 Q. YOUR HONOR I'M NOT ACTUALLY SURE WHETHER THE NEXT
25 EXHIBIT HAS BEEN IDENTIFIED, I DIDN'T CHECK MY LIST, IT'S
26 SIX '07.

27 THE COURT: LET ME TAKE A LOOK. NO IT HASN'T. WE
28 HAVEN'T TALKED ABOUT IT SO I DON'T THINK WE SHOULD GO ANY

1 FURTHER WITH IT, IF YOU WANT TO HAVE A SIDEBAR WE COULD
2 HAVE A SIDEBAR?

3 A. IF WE COULD YOUR HONOR.

4 Q. YOUR HONOR I'M NOT GOING TO WAIST THE JURY'S TIME
5 WITH THAT, I'LL PICK SOMETHING ELSE. 631 HAS BEEN
6 IDENTIFIED YOUR HONOR, MAY I.

7 MS. IBARRA: ONLY THE SECOND PAGE I BELIEVE WAS
8 IDENTIFIED.

9 THE COURT: I THINK THAT'S TRUE, THERE WAS ONLY
10 PAGE.

11 THE CLERK: I HAVE PAGE 6 52.

12 MS. IBARRA: THAT'S THE SECOND PAGE OF THAT.

13 MR. FORDYCE: YOUR HONOR SO ONLY THE SECOND PAGE I
14 CAN SHOW.

15 THE COURT: IT IF YOU HAVE WANT TO HAVE A SIDEBAR
16 WE CAN HAVE A SIDEBAR AND TALK ABOUT IT.

17 MR. FORDYCE: SURE LET'S DO THAT.

18 THE COURT: BRING THE FULL EXHIBIT.

19 MR. FORDYCE: YES YOUR HONOR I CAN DO THAT * *
20 SIDEBAR * *.

21 MR. FORDYCE: AND YOUR HONOR HERE WE GO, I THINK
22 I'VE GOT IT FOR YOU HERE.

23 MR. STEIN: THANK YOU YOUR HONOR.

24 MR. FORDYCE: OH I'VE GOT IT HERE IF YOU'D LIKE,
25 AND THE YOUR HONOR THAT'S THE WHOLE EXHIBIT, JUST THAT ONE
26 PAGE.

27 THE COURT: I'M GOING TO TAKE HERE.

28 MR. STEIN: I JUST WANTED TO SHOW WE WERE WORKING

1 IN GARDEN GROVE.

2 THE COURT: WELL YOU'RE GOING TO SHOW YOU WERE
3 WORKING IN GARDEN GROVE, YOU JUST ASK WERE YOU WORKING IN
4 GARDEN GROVE I'M NOT SURE YOU NEED TO SHOW ANYTHING.

5 MS. IBARRA: YEAH.

6 MR. FORDYCE: AS YOU'D LIKE YOUR HONOR WE DO THE
7 SAME --.

8 MR. STEIN: IF THE COURT WANTS US TO MOVE IT I'LL
9 MOVE IT. MAY I MENTION THE COURT OF AN IMPORTANT FACT THAT
10 THE -- AND I FORGOT TO MENTION BARBARA GARCIA WILL BE DONE
11 TESTIFYING AT 11:00 O'CLOCK.

12 MS. IBARRA: I'M GOING TO CROSS.

13 MR. STEIN: YEAH.

14 MR. FORDYCE: I'LL BE DONE IN THREE MINUTES.

15 THE COURT: WE DIDN'T TALK ABOUT THAT.

16 MR. STEIN: AND THAT'S WHY I SAID I WANTED TO.

17 THE COURT: WELL I ASKED YOU WHO HE WAS CALL IN
18 REBUTTAL DID I INVOICES YOU HE WAS CALLING BARBARA IN
19 REBUTTAL.

20 MS. IBARRA: HE ADVISED WHEN WE WERE LEAVING
21 YESTERDAY.

22 THE COURT: WHY DIDN'T YOU TELL ME, I TRIED TO I
23 SHOULD HAVE TRIED.

24 THE COURT: SO FIVE MINUTES FOR HER.

25 MR. STEIN: YOUR HONOR 10 MINUTES WOULD BE
26 SUFFICIENT.

27 MR. FORDYCE: THANKS YOUR HONOR AND THIS IS NOT
28 YOUR COPY I BROUGHT THIS ONE.

1 MR. STEIN: AND ONE EVIDENTIARY POINT WHILE WE'RE
2 AT SIDEBAR SO WE DON'T HAVE TO DO ANOTHER ONE, MY
3 UNDERSTANDING IS THAT WE WILL NOT BE TALKING ABOUT THE
4 MORALES LITIGATION MY REDIRECT IS ONLY ON THE POINTS I
5 BROUGHT UP NOW.

6 THE COURT: MAYBE I DON'T KNOW WHAT'S THE MORALES
7 LITIGATION WHAT'S THE MORALES LITIGATION.

8 MS. IBARRA: THE MORALES LITIGATION IS WHERE MR.
9 STEIN REPRESENTED THE MORALES MEMBERS IN THE LITIGATION IN
10 THE MORALES FACTION SO THAT'S PART OF OUR MALPRACTICE
11 CONTEXTS, THAT'S A KEY PART OF IT, BECAUSE WE ARE ALLEGED
12 THAT HE REPRESENTED SAM DUNLAP THAT'S A VERY AN INDIVIDUAL
13 BUT HE ALSO DID THE ENTIRE STRATEGY H ADVISED THEM THAT
14 THEY SHOULD FILE AS INDIVIDUALS INSTEAD OF AS GT TRIBE AND
15 I MEAN THIS IS THE COURT -- THIS IS -- THIS IS ONE OF THE
16 CORE ITEMS FOR OUR MALPRACTICE CASE.

17 THE COURT: WELL WE'RE NOT TRYING THE MALPRACTICE
18 HERE.

19 MS. IBARRA: NO, I DIDN'T -- THE ONLY REASON I
20 BROUGHT IT UP IS BECAUSE HE ASKED MR. DUNLAP ABOUT THE
21 BANKRUPTCY SO I ASKED HIM ABOUT THE -- SO I ASKED MR.
22 DUNLAP -- ABOUT THE REASON FOR HIS BANKRUPTCY WHICH HE
23 CLAIMS IS THE JUDGMENT DISH.

24 MR. STEIN: SO AS LONG AS I DON'T SAY THE MORALES
25 LITIGATION YOU'RE NOT GOING TO.

26 MS. IBARRA: NO.

27 MR. STEIN: THAT'S WHAT I WANT TO SAY ON THE HERE.

28 MS. IBARRA: I HAVE HALF A DAY ON THE MORALES

1 LITIGATION I'M KIDDING BUT IT IS A MAIN PART OF THE CASE, I
2 WILL TAYLOR IT DOWN BUT IT IS A MAIN PART OF THE CASE I
3 DON'T WANT TO DO IT RIGHT NOW.

4 MR. FORDYCE: SO WE'RE ACTUALLY IN AGREEMENT FOR
5 THIS RIGHT NOW.

6 MS. IBARRA: YEAH I DON'T WANT TO DO IT RIGHT NOW
7 BUT YOU LET ME INTRODUCE IT AND I DID YESTERDAY WITH
8 DUNLAP.

9 THE COURT: SO WHAT ARE WE DOING.

10 MR. FORDYCE: I'VE GOT MAYBE THREE MINUTES MORE
11 WITH MR. STEIN.

12 MR. STEIN: AND THEN CROSS.

13 MS. IBARRA: CROSS.

14 MR. STEIN: AND BARBARA GARCIA FOR HOPEFULLY 15
15 MINUTES INSTEAD OF FIVE.

16 THE COURT: OKAY LET'S GO OUT.

17 MR. STEIN: AND AGAIN IT'S TO CLARIFY * * END
18 SIDEBAR * *.

19 THE COURT: OKAY.

20 MR. FORDYCE: BACK ON THE RECORD, OKAY MR. STEIN
21 CAN YOU JUST BRIEFLY OUTLINE SOME OTHER STEPS TO FURTHER
22 THE CASINO DEVELOPMENT AFTER THE SPLIT, SO WE'VE DONE
23 BEFORE, WE'VE DONE DURING WE'RE NOW IN AFTERNOON?

24 A. WE WORKED VERY SERIOUSLY WITH THE CITY MANAGER AND
25 THE CITY COUNCIL OF GARDEN GROVE TO TRY TO LOCATE A CASINO
26 ON CITY OWNED LAND IN THE CITY OF GARDEN GROVE WE WERE
27 GOING TO MAKE THAT THE GABRIELINO-TONGVA INDIAN
28 RESERVATION. .

1 Q. DID YOU TAKE ANY FURTHER TRIPS FOR LOBBYING FOR
2 EXAMPLE?

3 A. WE WENT TO WASHINGTON, D.C. WITH THE CANDELARIA
4 FACTION'S TRIBAL COUNCIL, LINDA CANDELARIA CAME WITH US,
5 WE -- DAN CRANE EVEN THOUGH HE HAD TERMINATED HIS CONTRACT
6 WAS VERY KIND TO WORK WITH US WITHOUT CHARGE IN AN EFFORT
7 TO MEET WITH THE BIA AND TO EXPLAIN TO THEM SOME OF THE
8 EVENTS THAT OCCURRED AND TO ALSO MEET WITH CONGRESSMEN THAT
9 WERE FROM LOS ANGELES COUNTY, IN PARTICULAR THE CONGRESSMAN
10 THAT REPRESENTED GARDEN GROVE.

11 Q. AND MR. STEIN TO CLARIFY, THIS IS CRANE THAT WE'VE
12 HEARD SO FAR WAS A CONTRACTING PARTY PRE SPLIT?

13 A. YES.

14 Q. FOR LOBBYING SERVICES?

15 A. HE -- HE CONTRACTED WITH GT TRIBE HE THEN
16 TERMINATED AT ABOUT THE TIME MY CONTRACT WAS TERMINATED AND
17 THEN WHEN THE CANDELARIA FACTION WE ESTABLISHED AND HAD
18 THEIR ELECTIONS, HE AGREED TO MEET US IN WASHINGTON, D.C.
19 AND GO SPEND A COUPLE DAYS WITH US.

20 Q. NOW, AT SOME POINT POST SPLIT YOU SETTLED, SMDC
21 SETTLED WITH THE CANDELARIA FACTION CORRECT?

22 A. THAT'S RIGHT.

23 Q. BRIEFLY DESCRIBE TO THE JURY ONCE AGAIN?

24 A. THE CANDELARIA FACTION ALL THEY HAD TO DO WAS
25 ACKNOWLEDGE HOW MUCH WAS OWED UNDER THE SMDC AGREEMENT AND
26 PROVIDE A SECURITY INTEREST THAT WAS RECORDED, A UCC-1
27 STATEMENT WAS RECORDED AND THEY AGREED THAT THEY WOULD MAKE
28 PAYMENT AS SOON AS THEY COULD AND WE CONTINUED FORWARD WITH

1 THE CASINO PROJECT ON THAT BASIS, HOWEVER THE LAWSUIT THEY
2 WERE BEING BULLIED OUT OF THE LAWSUIT SO JASON MEYERS CAME
3 IN, INTRODUCED HIMSELF TO THE JUDGE AND SAID HEY WE
4 REPRESENT THE CANDELARIA FACTION WE THINK WE'RE THE TRIBE
5 AND THE JUDGE APPROVED THE SETTLEMENT AGREEMENT AND LET
6 THAT FACTION OUT BUT SAID WELL THE DUNLAP FACTION CAN
7 CONTINUE TO PURSUE WHATEVER THEIR RIGHTS ARE OR MAY BE AND
8 THAT ALL OCCURRED EIGHT YEARS AGO.

9 Q. AND HAS THE DUNLAP FACTION EVER ACKNOWLEDGED ON
10 THE GROUND ANY DEBT TO SMDC?

11 A. NOPE, NEVER THEY SAY THEY DON'T OH A DIME.

12 Q. DID YOU DO ANY WORK FOR THE DUNLAP FACTION AFTER
13 THE NOVEMBER 18, 19 SPLIT?

14 A. NO I NEVER DID ANY WORK FOR THE DUNLAP FACTION AND
15 AS I SAID, MY WORK WAS DONE FOR THE GT TRIBE AND THEN IT
16 WAS DONE FOR THE CANDELARIA FACTION WHO REPRESENTED THE
17 MAJORITY OF MEMBERS.

18 Q. AND JUST TO FINISH MR. STEIN, DID SMDC CONTRACT
19 WITH THE TRIBAL NATION?

20 A. NO WE CONTRACTED -- THE CONTRACT SAYS TRIBAL
21 NATION IN MANY PLACES BUT AS WE GREW TO UNDER WE CONTRACTED
22 WITH AN UNINCORPORATED ASSOCIATIONS A VOLUNTARY
23 ORGANIZATION OF MEMBERS THAT HAD PULLED TOGETHER TO TRY TO
24 GET SOMETHING DONE.

25 Q. WHAT IS THE STATUS OF THE CANDELARIA FACTION TO
26 THIS DAY AS YOU KNOW?

27 A. THEY'RE UP TO ABOUT 2200 MEMBERS, THEY HAVE A
28 FEDERAL RECOGNITION APPLICATION IN AND UNDER NEW

1 REGULATIONS THAT HAVE BEEN PROMULGATED BY THE OBAMA
2 ADMINISTRATION AND WE ARE STILL WORKING TOGETHER.

3 Q. ARE THEY AN UNINCORPORATED ASSOCIATION?

4 A. YES THEY ARE? OKAY I HAVE NOTHING FURTHER.

5 THE COURT: THANK YOU CROSS-EXAMINATION.

6 MS. IBARRA: YES.

7 Q. BY MS. IBARRA: I'M GOING TO USE TWO EXHIBITS THAT
8 HAVE BEEN -- I BELIEVE ONE OF THEM HAS BEEN PREVIOUSLY
9 MARKED, THE OTHER ONE HAS NOT BUT FIRST, CAN I ASK YOU MR.
10 STEIN -- CAN YOU ASK YOU MR. STEIN ABOUT THE SETTLEMENT
11 AGREEMENT WITH THE CANDELARIA FACTION, DID YOU NEGOTIATE
12 THAT WITH MS. CANDELARIA?

13 A. I NEGOTIATED THAT WITH JASON MEYERS BUT THE
14 INITIAL UNDERSTANDING WAS WITH THE TRIBAL COUNCIL FOR THE
15 CANDELARIA FACTION, NOT JUST MS. CANDELARIA.

16 Q. SO YOU WERE HERE WHEN MR. JASON MEYERS WAS HERE
17 AND APPEARED TO SAY HE DIDN'T TO ANY PORTIONS?

18 A. HE --

19 MR. FORDYCE: OBJECTION MISSTATES TESTIMONY?

20 A. YEAH HE --.

21 THE COURT: WELL THE JURY WILL REMEMBER WHAT IT
22 IS?

23 A. HE SAID THE AGREEMENT AND PRINCIPLE HAD BEEN
24 REACHED AS I GIST SAID AND HE DOCUMENTED IT INCLUDING A
25 TRIBAL COUNCIL RESOLUTION OF AUTHORITY AND THE AGREEMENT.

26 Q. BY MR. FORDYCE: DID YOU GIVE HIM THE SETTLEMENT
27 TERMS OR THE DEAL POINTS?

28 A. THE DEAL POINTS HAD ALREADY BEEN WORKED OUT WITH

1 THE TRIBAL COUNCIL SUBJECT TO INDEPENDENT COUNSEL REVIEW
2 AND DOCUMENTATION.

3 Q. SO HE CAME IN TO MEMORIALIZE THE AGREEMENT THAT
4 HAD BEEN REACHED?

5 A. RIGHT IT WAS A PRETTY SIMPLE AGREEMENT THEY JUST
6 HAD TO RECOGNIZE THE DEBTS AND THEN SETTLE THE LAWSUIT AND
7 I PAID HIM A THOUSAND BUCKS TO HELP COVER ANY EXPENSES.

8 Q. OH I SEE SO YOU PAID HIM?

9 A. NO, I DIDN'T PAY MR. MEYERS I PAID THE TRIBAL
10 COUNCIL.

11 Q. YOU PAID THEM TO PAY MR. MEYERS?

12 A. I DON'T KNOW EXACTLY WHAT THE ARRANGEMENT WAS WITH
13 MR. MEYERS. I LET THEM TALK THROUGH -- DO ALL THEIR WORK
14 IN A CONFERENCE ROOM WITH THE DOOR CLOSED AND ME NOT
15 PRESENT.

16 Q. SO IS YOUR RECOLLECTION NOW THAT YOU DID ANY
17 NEGOTIATION WITH MR. MEYERS?

18 A. YES I NEGOTIATED THE TERMS OF THE SETTLEMENT
19 AGREEMENT, THERE'S A DOCUMENT IT'S GOT LOTS OF LANGUAGE IN
20 IT, WE NEGOTIATED THE LANGUAGE TOGETHER AND THERE'S TRIBAL
21 COUNCIL RESOLUTIONS THAT AUTHORIZE THE SETTLEMENT
22 AGREEMENT, HE WROTE THEM, WE NEGOTIATED THEM TO MAKE SURE
23 THAT THE AUTHORITY WAS VALID AND BINDING.

24 Q. OKAY. ZOO YOU KEEP REFERRING TO THE SPLIT, RIGHT?

25 A. UH-HUH.

26 Q. SO WHAT AUTHORITY DO YOU THINK GAVE MS.
27 CANDALARIA'S FACTION -- WHAT AUTHORITY DID HER FACTION HAVE
28 TO ASCEND TO CONTROL OF GT TRIBE?

1 A. OH IN AN UNINCORPORATED ASSOCIATION YOU'RE ALWAYS
2 ALLOWED TO CHANGE YOUR LEADERS, IT'S LOOSELY DRAWN, IT'S
3 MADE FOR CHURCHES AND LITTLE LEAGUES, AND WHEN YOU HAVE
4 EXTRAORDINARY PROBLEMS YOU'RE ALLOWED TO MAKE EXTRAORDINARY
5 CHANGES FOR -- AND SINCE 2001 WE'VE HAD APPOINTED
6 COUNCILMEN WE HAD COUNCILMEN THAT ABANDON THEIR POSITION
7 AND WE HAD COUNCILMEN APPOINTED BY THE REST OF THE TRIBAL
8 COUNCIL SAYING WHO IS WILLING TO DO THIS WORK.

9 Q. BUT YOU HAD ELECTIONS DURING 2005?

10 A. YES, WE DID. THOSE WERE VERY OFFICIALLY DONE;
11 THAT'S CORRECT.

12 Q. BUT YOU ACKNOWLEDGE HOWEVER THERE WAS NO RECALL
13 ELECTIONS?

14 A. THAT -- THE FINANCIAL OVERSIGHT COMMITTEE WAS VERY
15 EAGER TO IF WE'RE NOT GOING TO GIVE US ANY INFORMATION ON
16 THE MONEY WE'RE GOING TO HAVE RECONCILIATIONS AND I SAID
17 THAT'S VERY HARD AND EXPENSIVE TO DO AND THEY DID NOT
18 SUCCEED IN A RECALL ELECTION INSTEAD THEY HAD A SPRING 2007
19 ELECTION THAT WAS FEBRUARY AND MARCH.

20 Q. SO THEN THAT WAS IN SPRING 2007 POLLS, BUT IT WAS
21 UP OR DOWN VIRGINIA CARMELO?

22 A. THAT'S CORRECT.

23 Q. UP OR DOWN SAM DUNLAP?

24 A. THAT'S CORRECT.

25 Q. WHY DIDN'T YOU HAVE AN UP OR DOWN SAM DUNLAP, UP
26 OR DOWN VIRGINIA CARMELO, UP OR DOWN, MARTIN ALCALA ET
27 CETEREA, ET CETERA, ET CETERA.

28 MR. FORDYCE: OBJECTION CALLS FOR SPECULATION.

1 THE COURT: OVERRULED?

2 A. THE BLUE CARDS MAINLY, THE BLUE CARDS WERE A BIG
3 PART OF IT, THE FACT THAT WE WERE SEEING THAT THE SPLIT WAS
4 BECOMING PERMANENT AND THE LACK OF EXPLANATION AS TO WHAT
5 HAPPENED TO THE MONEY SHOWED THAT THE ENTIRE TRIBAL COUNCIL
6 HAD RUN OFF WITH EVERY DIME AND THEY WERE HAD NOT AROUND TO
7 DISCUSS WHY. WE INVITED THEM TO DISCUSS WHY, WE INVITED
8 THEM TO ADDRESS OUR MEMBERS WHICH SAM DUNLAP GOOD FOR HIM
9 HE HAD THE COURAGE TO DO BUT ALL HE SAID WAS ENOUGH TO MAKE
10 THEM ANGRIER AND NOT AGREE-ER BECAUSE ALL HE KEPT SAYING IS
11 WE'RE NOT GOING TO TELL YOU WHAT WE DID WITH THE MONEY WAS
12 OUR LAWYERS TOLD US NOT TO.

13 Q. SO IF I'M UNDERSTANDING YOU CORRECTLY IS THAT
14 YOU'RE ANALOGIZING TO THE ABANDONMENT OF -- THAT CINDI
15 ALVITRI, IS THAT WHAT YOU'RE SAYING, CINDI ALVITRI HAD
16 ABANDONED HER POSITION IN THE PAST BY NOT COMING TO
17 MEETINGS, SO YOU'SAYING THAT THIS IS WHAT HAPPENED WITH
18 THIS TRIBAL COUNCIL, THE TRIBAL COUNCIL THAT YOU SAY BECAME
19 THE DUNLAP GROUP, SAM DUNLAP, VIRGINIA CARMELO, MARTIN
20 ALCALA?

21 A. NO. NO, I'M SAYING THA TTHIS TRIBAL COUNCIL --

22 Q. IF THIS --?

23 A. -- RAN OFF WITH THE MONEY AND ABANDONED THEIR
24 POSITION, REFUSED TO ACCOUNT FOR THE MONEY AND EVENTUALLY
25 ELECTIONS HAD TO BE HELD TO REPLACE THEM WHILE THEY WENT
26 OFF WITH THEIR 230 PEOPLE THAT SENT IN BLUE CARDS THAT SAID
27 WE WANT OUR RECORDS BACK WHICH ACCORDING TO THE CUSTOMS OF
28 THESE GROUPS OF INTERLOCKING FAMILIES MEANT WE'RE CHANGING

1 GROUPS AND SO THEY WERE SENT TERMINATION LETTERS, WE TRIED
2 TO MAKE IT AS OFFICIAL AS POSSIBLE BUT IT WAS A CHAOTIC
3 SITUATION.

4 Q. SO LET'S TAKE THAT IN STEPS?

5 A. SURE.

6 Q. SO THEY WERE AUTHORIZED BY LIBRA, GAVE THEM THE
7 MONEY TO SPEND THAT MONEY RIGHT -- LIBRA -- LIBRA WAS THE
8 ONE -- WASN'T STEIN GAVE APPROVAL * *?

9 A. LIBRA HAD NOTHING TO DO WITH THIS.

10 Q. SO IF THE MONEY CAME FROM LIBRA?

11 A. WITH ALL DUE RESPECT LIBRA HAD NOTHING TO DO WITH
12 AUTHORIZING ANYTHING, THEY ARE.

13 Q. STRIKE THE ANSWER.

14 THE COURT: MOTION DENIGHT.

15 MS. IBARRA: AS ARGUMENTATIVE.

16 THE COURT: MOTION DENIED. LET HER GET HER
17 QUESTION OUT?

18 A. VERY GOOD.

19 Q. SO LIBRA WAS IN CHARGE OF APPROVING HOW FAR THE
20 FUNDS WERE SPENT?

21 A. NO.

22 Q. ASK YOU EXPLAIN WHY NOT?

23 A. LIBRA HAD ESTABLISHED A BUDGET AND THAT'S IT,
24 THAT'S I DON'T IN MY MIND IT WAS A VIOLENCE OF SECURITIES
25 LAWS WHEN YOU DON'T FOLLOW THAT BUDGET BECAUSE WE DON'T
26 HAVE ANY AUTHORITY TO APPROVE OR DISAPPROVED EXPENDITURES,
27 THEY'RE NOT ON THE BANK ACCOUNT, THEY'RE NOT ON THE TRIBAL
28 COUNCIL, THEY DON'T WRITE THE CHECK THEY JUST SAY YOU'VE

1 GOT TO FOLLOW IT THIS AGREEMENT. THE PROBLEM OF NOT
2 FOLLOWING IT IT'S A VIOLATION OF FEDERAL SECURITY LAWS
3 BESIDES BEING CONTRACTUAL LAW.

4 MS. IBARRA: I'M GOING TO OBJECT THAT THAT'S A
5 LEGAL ARGUMENT.

6 THE COURT: YES LEGAL CONCLUSION. STRICKEN.

7 MS. IBARRA: LEGAL CONCLUSIONS.

8 Q. SO DID LIBRA GIVE YOU ANY AUTHORITY OVER THE MONEY
9 OR DID THEY SAY YOU NEED TO GET STEIN'S APPROVAL BEFORE YOU
10 SPEND ANY OF THE MONEY?

11 A. LIBRA SPEND A WIRE TRANSFER TO THE
12 GABRIELINO-TONGVA BANK ACCOUNT FOR 2.15 MILLION AND THAT
13 WAS IT.

14 Q. SO IS THE ANSWER NO THAT LIBRA DID NOT REQUIRE
15 THAT THE TRIBAL COUNCIL GET STEIN'S APPROVAL BEFORE ANY
16 EXPENDITURES WERE MADE? IS THE ANSWER YES OR NO?

17 A. THAT'S -- FORGIVE ME COUNSEL I'M NOT GIVING YOU A
18 PROBLEM. THE -- LIBRA DID NOT HAVE ANY REQUIREMENT IN ITS
19 AGREEMENT FOR APPROVAL OF ANYTHING.

20 Q. SO YES OR NO?

21 A. I DON'T UNDERSTAND THE QUESTION AS A YES OR --
22 PLEASE RE-READ IT.

23 Q. CAN YOU RE-READ IT PLEASE.

24 THE COURT: NOS.

25 (RECORD READ.)?

26 A. TO THAT QUESTION THE ANSWER IS YES.

27 Q. BY MS. IBARRA: EXPLAIN YOUR ANSWER?

28 A. YOU SAID IN YOUR QUESTION IS THE ANSWER NO, SO MY

1 ANSWER TO THAT QUESTION IS YES. FORGIVE ME MORE NOT
2 ANSWERING THAT FASTER.

3 Q. I SEE. SO NO, STEIN'S APPROVAL WAS NOT REQUIRED
4 FOR THE EXPENDITURES?

5 A. AS I SAID EARLIER, YES.

6 Q. SO IF THEY WERE DULY AUTHORIZED TO SPEND THE MONEY
7 AS THEY WISH WITH LIBRA'S APPROVAL AND THEY WERE SPENDING
8 IT IN ACCORDANCE WITH THAT, THEN HOW DID THEY RUN OFF WITH
9 THE MONEY?

10 MR. FORDYCE: OBJECTION LACKS FOUNDATION AND?

11 A. AND IT'S TWO QUESTIONS.

12 THE COURT: WAIT A MINUTE HUH A LAWYER HUH WANT TO
13 PLAY LURE?

14 A. YOU'RE EXACTLY RIGHT.

15 THE COURT: HE'S GOING TO MAKE OBJECTIONS FOR YOU?

16 A. YEAH.

17 THE COURT: SO RIGHT NOW YOU'RE THE WITNESS?

18 A. SO I DON'T UNDERSTAND THE QUESTION, .

19 THE COURT: DO YOU UNDERSTAND ME.

20 A. YES, MA'AM.

21 THE COURT: THANK YOU ALL RIGHT.

22 MS. IBARRA: MS. COURT REPORTER WOULD YOU READ THE
23 QUESTION AGAIN PLEASE.

24 (RECORD READ.).

25 MR. FORDYCE: SAME OBJECTIONS YOUR HONOR,
26 MISSTATES TESTIMONY.

27 THE COURT: OKAY SUSTAINED BREAK THAT TOWN BECAUSE
28 I THINK YOU DO HAVE SOME ASSUMPTIONS IN THERE.

1 MS. IBARRA: OKAY AND LET'S ASSUME THEY SPENT THE
2 MONEY IN ACCORDANCE WITH LIBRA'S APPROVAL?

3 A. THEY DID NOT.

4 Q. I UNDERSTAND THAT THEY DID NOT BUT IF THEY DID,
5 THEN ARE THEY -- IT THEY RUN OFF WITH THE MONEY.

6 MR. FORDYCE: OBJECTION UNINTELLIGIBLE.

7 THE COURT: NO OVERRULED, YOU'RE ASKING A
8 HYPOTHETICAL, ASSUME -- JUST ASSUME THAT IT'S TRUE THAT
9 THEY DIDN'T RUN OFF WITH THE MONEY -- NO NO THAT THEY
10 DIDN'T.

11 MS. IBARRA: THAT THEY SPENT THE MONEY IN
12 ACCORDANCE WITH.

13 THE COURT: THERE YOU GO.

14 MS. IBARRA: OR THAT LIBRA DID NOT OBJECT TO HOW
15 THEY WERE SPENDING THE MONEY?

16 A. IF THE TRIBAL COUNCIL HAD CONTINUED SPENDING THE
17 \$898,000 IN ACCORDANCE WITH THE APPROVED BUDGET FOR TWO
18 POINT \$15,000,000 ESTABLISHED UNDER THE LIBRA TREATMENT
19 THEN THEY WOULD NOT HAVE BEEN RUNNING OFF WITH THE MONEY.

20 Q. LET MOVE ON TO THE ISSUE OF ABANDONMENT. SO YOU
21 CONTEND THAT THE BLUE CARDS ARE EVIDENCE OF THE
22 ABANDONMENT, ASIDE FROM THE BLUE CARDS IS THERE ANYTHING
23 ELSE?

24 A. YEAH THEY RAN OUT OF THE TRIBAL OFFICES, THEY HAVE
25 REFUSED TO ANSWER ANY QUESTIONS TO THE FINANCIAL OVERSIGHT
26 COMMITTEE, THEY REFUSED TO HOLD A MEMBER MEETING THAT WAS
27 SCHEDULED FOR THE FALL, WE HAD THEM EVERY SPRING AND EVERY
28 FALL AND THEY MADE ABSOLUTELY CLEAR THAT THEY WERE NOT

1 GOING TO ACCOUNT TO ANYBODY, THEY ARE NOT GOING TO ACCOUNT
2 TO THE MEMBERS, THEY'RE NOT GOING TO ACCOUNT TO THE TRIBAL
3 ADMINISTRATIVE OFFICE, THEY'RE NOT GOING TO ACCOUNT TO THE
4 LIBRA BUDGET, THEY JUST WENT OFF ON THEIR OWN AND EVERY
5 EFFORT WE MADE TO MATCH IT UP FAILED INCLUDING THE NOVEMBER
6 18TH MEETING WHICH RESULTED IN A SPLIT, THE NOVEMBER 18TH
7 MEETING DID NOT HAVE TO RESULT IN A SPLIT, WHAT THEY DID IS
8 THEY SCHEDULED THEIR OWN MEETING, INVITED THEIR OWN PEOPLE
9 AND LEFT THE 1500 MEMBERS OUT OF IT OTHER THAN THE ONES
10 THEY SENT A FEW FLIERS TO.

11 Q. SO THE NOVEMBER 18TH MEETING YOU CALLED FOR
12 CORRECT IN YOUR FORM LETTERS TO THE MEMBERSHIP?

13 A. NO.

14 MR. FORDYCE: OBJECTION MISSTATES TESTIMONY.

15 THE COURT: OVERRULED?

16 A. NO, I DIDN'T CALL FOR IT, THE FINANCIAL OVERSIGHT
17 COMMITTEE CALLED FOR IT.

18 Q. BY MS. IBARRA: YOU PAID FOR IT?

19 A. I PAID FOR LETTERS, YEAH OUT OF MY OWN POCKET.

20 Q. DID YOU PAY FOR THE MEETING?

21 A. I PAID FOR THE MEETING, I COOKED I FOOD, I PAID
22 BARBARA GARCIA'S DAD TO SINGE THE HAIRS OFF HIS FOREARMS
23 YEAH I PAID FOR THOSE EXPENSES.

24 Q. SO WHAT AUTHORITY DID YOU HAVE TO ORGANIZE THAT
25 MEETING ONCE YOU WERE FIRED?

26 A. THE FINANCIAL OVERSIGHT COMMITTEE ASKED ME TO DO
27 IT AND AT THE MEETING THEY ASKED IS EVERYONE IN FAVOR THE
28 FINANCIAL OVERSIGHT COMMITTEE DOING THIS STUFF AND ARE YOU

1 GLAD WE'RE HAVING THE MEETING, 90 PERCENT OF THE HUNDREDS
2 OF PEOPLE THAT SHOWED UP RAISED THEIR HANDS.

3 Q. UP UNTIL THAT TIME, WHO HAD ORGANIZED MEETINGS FOR
4 THE TRIBE?

5 A. BARBARA GARCIA.

6 Q. SHE DIDN'T CALL FOR MEETINGS?

7 A. TRIBAL COUNCIL HAD CALLED FOR MEETINGS, THAT'S
8 EXACTLY RIGHT.

9 Q. FOR EVERY SINGLE MEETING RIGHT?

10 A. YES AND WE COULDN'T HAVE ONE WITHOUT THIS
11 AUTHORITY UNTIL THIS CRISIS CAME UP, I ASKED FOUR TIMES,
12 THEY HAVE REFUSED AND AFTER THEY FIRED ME I SAID HEY THIS
13 IS GOING TO HAVE DANGEROUS I'M GOING TO HAVE A MEMBER
14 MEETING WHETHER THEY HIKE IT OR NOT.

15 Q. SO THEY DID HAVE A MEMBER MEETING ON NOVEMBER
16 19TH?

17 A. AFTER THEY RECEIVED THE SAME MAILERS THAT
18 EVERYBODY ELSE RECEIVE, THEY HURRIEDLY SCHEDULED AT THE
19 LAST MEN THEIR OWN MEETING SO THEY COULD SAY WE'VE GOT OUR
20 OWN MEETING.

21 Q. SO SO DIDN'T THEY WANT TO DO THAT SO THEY COULD
22 HAVE AN AUTHORIZED MEETING AS OPPOSED TO AN UN AUTHORIZED
23 MEETING?

24 A. NOT IN MY OPINION, I SAW NOTHING INDICATING THAT
25 WAS THE CASE.

26 Q. SO HIKE YOU SAID THE PATTERN AND PRACTICE OF THAT
27 GROUP UP UNTIL THAT POINT WAS THAT THE TRIBAL COUNCIL SET
28 UP A MEETING SO WHEN WILL THERE WAS --?

1 A. THAT'S RIGHT.

2 Q. WHETHER THERE WAS CONCERNS AMONG THE MEMBERSHIPS
3 INSTIGATED BY LETTERS THAT YOU SENT THEY DULY NOTICED A
4 MEETING ON THE 18TH?

5 A. YOU'RE CREATED A CAUSAL CONNECTION THAT JUST
6 DOESN'T EXIST.

7 Q. I SEE.

8 A. ACCORDING TO THE TIMING THAT I SAW, ACCORDING TO
9 THE COMMUNICATIONS THAT I PARTICIPATED IN, THEY REACTED TO
10 THE FINANCIAL OVERSIGHT COMMITTEE INSISTING ON A MEETING ON
11 NOVEMBER 18TH AND AFTER THAT PERMIT WAS ISSUED AND AFTER
12 MR. POLANCO'S EFFORTS TO CANCEL THAT PERMIT FAILED, THEY
13 PUT OUT FLIERS AT OUR MEETING, AT OUR MEETING, THEY PUT OUR
14 FLIERS AT OUR MEETING SAYING WE'RE HAVING A MEETING
15 TOMORROW IN LONG BEACH.

16 Q. BUT IT WAS MEETING THAT GOVERNS PRINCIPLES AT THAT
17 TIME WHICH WAS TRIBAL COUNCIL CALLED FOR A MEETING NOT THE
18 FORMER CHIEF DEVELOPMENT OFFICER, CHIEF EXECUTIVE OFFICER,
19 LAWYER OR WHATEVER IT IS THAT YOUR TITLING WAS AT THE TIME,
20 IT WASN'T THAT YOU CALLED FOR IT?

21 A. ARE YOU ARGUING OR TESTIFYING.

22 THE COURT: COUNSEL YOU DON'T GET TO MAKE COMMENTS
23 OR QUESTIONS?

24 A. SURE.

25 THE COURT: SHE'S ASKING THE QUESTION.

26 Q. BY MS. IBARRA: SO THE PATTERN AND PRACTICE WAS
27 THAT THE TRIBAL COUNCIL SAID UP MEETINGS AND THEY DID SO
28 FOR NOVEMBER 19TH.

1 MR. FORDYCE: OBJECTION LACKS FOUNDATION, CALLS
2 FOR SPECULATION, COMPOUND AND UNINTELLIGIBLE.

3 THE COURT: OVERRULED?

4 A. THERE ARE TWO DIFFERENT ANSWERS TO THAT QUESTION
5 SO I DON'T KNOW HOW TO ANSWER IT. THERE'S A YES TO ONE
6 HALF THERE'S A NO THE OTHER HALF.

7 MS. IBARRA: I'LL TAKE THEM IN PIECES.

8 Q. DO YOU CONTEND THAT THE NOVEMBER 19TH MEETING WAS
9 NOT DULY AUTHORIZED?

10 A. I DON'T KNOW THE ANSWER TO THAT QUESTION.

11 Q. WHY DON'T YOU KNOW THE ANSWER TO THAT QUESTION?

12 A. BECAUSE I WAS NOT IN COMMUNICATION WITH THE TRIBAL
13 COUNCIL AT THAT TIME AND A SPLIT WAS OCCURRING IN THE
14 [STROL] TIER ORGANIZATION SO I DON'T KNOW IF EVERYTHING WAS
15 ACTUALLY ORGANIZED AT THAT PERIOD OF TIME.

16 Q. AND THE REASON YOU WEREN'T IN DIRECT COMMUNICATION
17 IS BECAUSE YOU WERE GUYS WERE IN ACTIVE LITIGATION AND
18 THERE WERE WRIT PROCEEDINGS UNDER WAY?

19 A. THAT WAS VERY TRUE.

20 Q. SO THERE WAS GOOD REASON WHY THERE COULDN'T BE
21 DIRECT COMMUNICATIONS BETWEEN YOU?

22 A. WELL THAT'S ACTUALLY HAD NOT TRUE BECAUSE WE HAD
23 OFFERED A PRIVATE MEDIATION TO TRY TO GEL MUCH THIS SPLIT
24 THAT WAS OCCURRING AND TO TRY TO MAKE PROVISIONS FOR SMDC
25 TO EXIT IF THAT'S WHAT THEY WANTED BUT WITH MONEY, NOT
26 WITHOUT \$2,000,000.

27 Q. AND WERE YOU OFFERED -- WELL WHAT OTHER
28 INDICATIONS DO YOU HAVE THAT THERE WAS ANNA ABANDONMENT, WE

1 TALKED ABOUT THE MEETING MEETING, AND CONTEND THAT THEY
2 WERE BOTH AUTHORIZED?

3 A. I'M SORRY?

4 Q. DO YOU CONTEND THAT BOTH OF THE MEETINGS ON
5 NOVEMBER 18TH AND 19TH DO YOU CONTEND THEY WERE BOTH
6 AUTHORIZED.

7 MR. FORDYCE: OBJECTION VAGUE AS TO AUTHORIZED.

8 THE COURT: OVERRULED?

9 A. THE FINANCIAL OVERSIGHT COMMITTEE HELL THE FIRST
10 MEETING, THAT WAS NOT AUTHORIZED BY THE TRIBAL COUNCIL THAT
11 HAD RUN OFF WITH THE MONEY.

12 Q. OKAY.

13 A. THE TRIBAL COUNCIL, I DON'T KNOW IF THEY
14 AUTHORIZED THEIR MEETING ON NOVEMBER 19TH, THE ONLY THING I
15 FOUND OUT ABOUT IT WAS WHEN THEY HANDED OUT FLIERS THE DAY
16 BEFORE AT OUR MEETING AND THEN WHEN THEY WERE ASKED BY A
17 TRIBAL MEMBER, A YOUNG MEMBER BY THE NAME OF DAN SAYING HEY
18 WAS MR. STEIN INVITED TO YOUR MEETING, MR. DUNLAP
19 EMPHATICALLY STATED THAT HE WASN'T AND THIS CUTE LITTLE 12
20 YEAR OLD GUY WROTE ON A PIECE OF PAPER SAYING I'M INVITING
21 YOU TO COME WITH ME AND GAVE IT TO ME IN FRONT OF
22 EVERYBODY.

23 Q. SO WE'VE TALKED ABOUT TWO EVIDENCE OF BATHROOM,
24 RIGHT BECAUSE WE CONCLUDED THERE WAS NO RECALL ELECTION.
25 SO THE EVIDENCE OF ABANDONMENTS YOU POINT TO ARE THE BLUE
26 CARDS, CORRECT?

27 A. THE BLUE CARDS WAS ONE PIECE OF EVIDENCE, THERE
28 WERE OTHERS THAT I LISTED.

1 Q. THE SPLIT AND WHAT ELSE, I MEAN THE COMPETING
2 MEETING?

3 A. BLUE CARDS, SPLIT, RUNNING OFF WITH THE MONEY AND
4 BREAKING THE BUDGET, BREAKING THE PIG BANK IF YOU WILL.

5 Q. EXCUSE ME?

6 A. ?

7 A. AND REFUSING TO ANSWER TO THE FINANCIAL OVERSIGHT
8 COMMITTEE.

9 Q. OKAY.

10 A. REFUSING TO ANSWER TO MEMBERS, REFUSING TO ANSWER
11 TO TRIBAL ADMINISTRATION OFFICE AND REFUSING TO ANSWER TO
12 SHOW WHAT THEY HAD DONE WITH THE -- EVERY SINGLE DIME THAT
13 THE VOLUNTARY ORGANIZATION HAD.

14 Q. SO LET ME ASK YOU THIS AND I KNOW THIS IS NOT WHAT
15 YOU CONTEND BUT IF THEY BELIEVED THAT ANSWERING TO YOU --
16 ANSWERING TO MEMBERS OR ANSWERING TO FINANCIAL OVERSIGHT
17 COMMITTEE WAS INSTIGATED BY YOU FOR PURPOSES OF LITIGATION,
18 WAS IT OKAY FOR THEM NOT TO ANSWER DIRECTLY?

19 A. NO. IT IS NOT OKAY, IT'S NOT OKAY UNDER THE
20 CORPORATE LAWS OF CALIFORNIA, IT'S NOT OKAY UNDER ANY
21 NORMAL VIEW OF HOW YOU RETURN A VOLUNTARY ORGANIZATION, IT
22 WOULDN'T BE OKAY IF YOU DID SO WHERE YOU HAD A BASEBALL
23 TEAM AND SOME GUY RUNS OFF WITH ALL THE EQUIPMENT AND ALL
24 THE MONEY AND WON'T ANSWER TO ANY OF THE MEMBERS OF THE
25 TEAM.

26 Q. AND IF --?

27 A. IT'S JUST WRONG.

28 Q. AND IF THE EVIDENCE SHOWS THAT THEY DID ANSWER TO

1 THE MEMBERS THROUGH THEIR OWN COMMUNICATION AND THROUGH
2 THEIR MEETINGS, THEN DO YOU CONTEND THAT THOSE -- THAT
3 THAT'S STILL EVIDENCE OF ABANDONMENT.

4 MR. FORDYCE: ASSUMES FACTS?

5 A. YES BECAUSE THEY ANSWERED TO 23 TWO MEMBERS AND
6 THEY LEFT ANOTHER 1500 MEMBERS HIGH AND DRY, THEY LEFT 1500
7 GABRIELINO INDIANS, DESCENDENTS OF THE HISTORIC
8 GABRIELINO-TONGVA TRIBE HIGH AND DRY. IF YOU SAT AROUND
9 AND DID NOTHING, YOU WERE -- IT WAS JUST TOUGH LUCK ON YOU,
10 YOU WEREN'T A CITIZEN OF THE GABRIELINO/TONGVA NATION, YOU
11 EVER DIDN'T HAVE A CITIZENSHIP APPLICATION, YOU DIDN'T HAVE
12 ANY AUTHORITY TO VOTE FOR THE PEO'TSKOME, PEO'TSKOME,
13 PEO'TSKOME.

14 Q. AND IF YOU HAD HEEDED THEIR EFFORTS TO ANSWER TO
15 THE MEMBERS BY FAILING TO GIVE THEM THE CONTACT INFORMATION
16 FOR ALL THE MEMBERS, AREN'T YOU -- AREN'T YOU LIABLE FOR
17 THAT AS WELL.

18 MR. FORDYCE: OBJECTION ASSUMES FACTS OR
19 INCOMPLETE HYPOTHETICAL.

20 THE COURT: OVERRULED?

21 A. IF I IMPEDED?

22 Q. DID YOU IMPEDE -- DO YOU THINK THAT YOU IMPEDED
23 COMMUNICATIONS BETWEEN THE TRIBAL COUNCIL AND THE MEMBERS
24 BY FAILING TO TURN OVER THE CONTACT INFORMATION TO ALL THE
25 MEMBERS?

26 A. YES.

27 Q. YOU DID IMPEDE THAT?

28 A. AND I ALSO IMPEDED -- I SHOULD ADD TO THAT. I

1 ALSO CUT CUTOFF THE CELL PHONES I WAS PAYING FOR AND I ALSO
2 CUT OFF THE E-MAILS I WAS PAYING FOR EVERY MONTH.

3 Q. SO YOU ADMIT THAT YOU IMPEDED THEIR COMMUNICATIONS
4 SO --

5 A. YES, I DID.

6 Q. -- SO DIDN'T YOU IMPEDE THEIR EFFORTS TO ANSWER
7 THE MEMBERS CONCERNS?

8 A. NO THEY DIDN'T. THEY HAD THEIR PRIVATE CELL
9 PHONES THAT WERE SEPARATE FROM THE CELL PHONES THAT SMDC
10 HAD PAID FOR. THEY HAD PRIVATE E-MAILS --

11 Q. YOUR HONOR, I'M GOING TO MOVE TO STRIKE AS
12 NONRESPONSIVE.

13 THE COURT: NO MOTION DENIED.

14 MS. IBARRA: OBJECTION?

15 A. MAY I FINISH PLEASE.

16 Q. YES?

17 A. THEY HAD THEIR OWN CELL PHONES, THESE GUYS CARRIED
18 TWO CELL PHONES AND THIS IS A TIME WHEN CELL PHONES WERE
19 EXPENSIVE, THIS IS NOT LIKE NOW WHEN YOU GET ALL YOUR DATA
20 FOR FREE. THEY HAD THEIR OWN E-MAILS WHICH THEY FORWARDED
21 THE TRIBE'S E-MAILS TO THEIR PRIVATE E-MAILS, THEY HAD
22 EVERY ABILITY TO GET A HOLD OF MEMBERS, VIRGINIA CARMELO
23 HAD A LIST OF 500 -- 500 LABELS THAT THEY SHOULD HAD
24 PRINTED OUT, THEY HAD THEIR OWN EXTENDED FAMILIES OF THE
25 TRIBAL COUNCIL, THE TRIBAL COUNCIL HAD BEEN PICKED BECAUSE
26 EACH OF THOSE THEM HAD EXTENDED FAMILIES SO THEY BASICALLY
27 HAD A THOUSAND NAMES OUT OF THE 1700. WHAT THEY FAILED TO
28 DO IS CONVINCING MORE THAN 230 PEOPLE THAT THEY WERE RIGHT

1 JUST BECAUSE THEY HAD THE MONEY.

2 Q. SO LET ME GET BACK TO MY ORIGINAL QUESTION WAS DID
3 YOU -- YOU FAILED TO GIVE THEM THE CONTACT INFORMATION FOR
4 ALL OF THE MEMBERS SO YOU IMPEDED COMMUNICATION WITH ALL OF
5 THEM?

6 A. THE CONTACT INFORMATION FOR ALL THE MEMBERS WAS ON
7 THE CLUB ASSISTANT DATABASE WHICH THEY DID NOT TAKE WITH
8 THEM WHEN THEY LEFT MY OFFICES ON SEPTEMBER 19TH AFTER I
9 LEFT THEM ALONE IN THE OFFICES WITH EVERYTHING FROM THE
10 TRIBE. IF THEY WANTED TO THEY COULD HAVE PROBABLY GOTTEN
11 INTO THE CMPUTER AND DROPPED IT ONTO A DISC APPARENT LEE
12 THEY DID NOT.

13 Q. ASK WHEN THEY ASKED FOR IT, WHAT HAPPENED?

14 A. WHEN THEY ASKED FOR IT, THEY WERE IN LITIGATION
15 AND THE FINANCIAL OVERSIGHT COMMITTEE SAID NO.

16 Q. WHAT AUTHORITY DID THE FINANCIAL OVERSIGHT
17 COMMITTEE HAVE?

18 A. IN MY MIND OR.

19 Q. YES. SO PURSUANT TO THE GOVERNING PRINCIPLES THAT
20 WERE AVAILABLE TO THE TRIBE AT THAT TIME, WAS THERE A
21 FINANCIAL OVERSIGHT COMMITTEE THAT HAD EVER BEEN
22 ESTABLISHED BY THIS ENTITY?

23 A. NO NOT ANY THIS CRISIS.

24 Q. NOT UNTIL YOU CREATED IT AFTER YOU WERE FIRED.

25 MR. FORDYCE: OBJECTION ASSUMES FACTS AND
26 MISSTATES THEM.

27 THE COURT: OVERRULED?

28 A. I DID NOT -- FOR THE 10TH TIME I DID NOT CREATE

1 THE FINANCIAL OVERSIGHT COMMITTEE IT WAS A VOLUNTARY
2 NETWORK OF VERY CONCERNED PEOPLE THAT SAID WE WANT TO FIND
3 OUT -- WE DIDN'T EVEN KNOW THERE WAS MONEY NOW WE FIND OUT
4 THERE'S MONEY, YOU FIRE THE GUY THAT RAISED THE MONEY AND
5 THEN YOU SEEPED TO HAVE DISAPPEARED WITH THE MONEY
6 CERTAINLY WITH ALL THE CHECK BOOKS WHAT'S GOING ON, WE
7 WON'T TELL YOU, THAT TENDS TO MOBILIZE PEOPLE.

8 Q. WHO CAME UP WITH THE NAME FINANCIAL OVERSIGHT
9 COMMITTEE?

10 A. I DON'T KNOW.

11 Q. YOU DON'T REMEMBER THAT IT WAS BERNIE OR JOHN
12 AGUIRRE OR --

13 A. I'VE HEARD IT CALLED THE OVERSIGHT COMMITTEE AND
14 FINANCIAL OVERSIGHT COMMITTEE AND THE FINANCIAL COMMITTEE
15 AND WHAT HAPPENED IS AS IT BOUNCED AROUND, PEOPLE BECAME
16 THE FINANCIAL OVERSIGHT COMMITTEE? SO THERE WAS A
17 CONSTITUTION RIGHT THAT WE'VE HEARD YOU HELPED DRAFT SO?

18 A. YES.

19 Q. SO PLEASE THE LIBRA INVESTORS?

20 A. IT WAS DRAFTED AND APPROVED BY THE TRIBAL COUNCIL.

21 Q. YES AND IT WASN'T RAT NYE?

22 A. IT WAS NOT YET RATIFIED BY THE MEMBERSHIP, THAT
23 WAS DONE BY CANDELARIA FACTION IN SPRING OF 2007, THEY
24 RATIFIED THAT CONSTITUTION WITH A COUPLE TYPE THOSE.

25 Q. RATIFIED THAT CONSTITUTION?

26 A. YES SAME CONSTITUTION JUST A COUPLE TYPOS.

27 Q. WELL LET'S LOOK AT THE CONSTITUTION. SO CAN I USE
28 INJURY VERSION OF THE CANDIDATE CONSTITUTION WHICH I

1 BELIEVE IS 54 FOUR.

2 MR. FORDYCE: I THINK THAT'S BEEN IDENTIFIED.

3 MS. IBARRA: I THINK IT HAS BEEN.

4 THE CLERK: IT'S NOT 54 FOUR.

5 MR. FORDYCE: I THINK YOU'RE RIGHT, I THINK IT'S
6 541.

7 THE COURT: 2007 IS THAT IT.

8 MR. FORDYCE: I BELIEVE SO YOUR HONOR THAT'S --.

9 THE COURT: SO 541.

10 MS. IBARRA: SO 541, I'M GOING TO PULL IT UP SO --
11 AND THEN PLAINTIFFS 44 IS -- 541 IS THE GT TRIBE
12 CONSTITUTION FOR THE CANDELARIA FACTION.

13 THE COURT: DO YOU HAVE 44 BECAUSE I DON'T HAVE 44
14 IS IN.

15 MS. IBARRA: PLAINTIFFS 44.

16 THE COURT: I DON'T HAVE IT MARKED. IT HASN'T
17 BEEN IDENTIFIED OR --.

18 MS. IBARRA: CAN I SHOW IT TO --.

19 THE COURT: SURE.

20 MR. FORDYCE: I HAVE THINK IT WOULD BE GOOD FOR
21 THE WITNESS TO HAVE A COPY.

22 MS. IBARRA: YES I'LL GIVE ONE TO THE WITNESS,
23 I'LL GIVE IT FOR THE COURT FOR THE BINDER, .

24 A. AND WHICH IS THIS.

25 THE COURT: WAIT FOR THE QUESTION.

26 Q. BY MS. IBARRA: SO PLAINTIFFS 44, IS THAT THE
27 CONSTITUTION THAT YOU DRAFTED WITH SAM DUNLAP IN MARCH OF
28 2006?

1 A. I AM NOT SURE.

2 Q. WHY ARE YOU NOT SURE?

3 A. BECAUSE AS I RECALL THIS CONSTITUTION WAS ADOPTED
4 WAS ADOPTED IN PERSON AND THIS IS ADOPTED BY MERIT OF A TAX
5 THAT'S BEEN SENT AROUND A NUMBER OF TIMES, AS I REMEMBER
6 IT, WE SAT DOWN AND ADOPTED IT IN A MEETING.

7 Q. OKAY. BUT THE DATE STAMP ON THE FAXES SEEMS TO BE
8 AROUND THE DAY THAT IT WAS ADOPTED CORRECT.

9 MR. FORDYCE: I'M SORRY COUNSEL --?

10 A. AS I SAID, IT MAY VERY WELL BE, AS I'M SAYING I
11 DON'T UNDERSTAND WHAT THIS IS AS COMPARED TO THAT EXCEPT
12 THE LAST PAGE.

13 Q. SO EXCEPT FOR THE LAST PAGE, THE REST OF IT SEEMS
14 TO BE IN SUBSTANCE WHAT YOU PREPARED?

15 A. IF THIS PAGE WASN'T HERE, I WOULD HAVE SAID THIS
16 IS MOST LIKELY IT EXCEPT FOR THE FACT THAT IT SHOULD HAVE A
17 PAGE 20 AFTER SEVERABILITY AND THERE'S NO PAGE 20 HERE AND
18 IN PLACE OF PAGE 20 THERE'S SOMETHING THAT HAS PAGE 20 ON
19 IT.

20 THE COURT: YOU MEAN THE SIGNATURE PAGE?

21 A. OH THAT ACTUALLY MAY BE IT (DITTO).

22 THE COURT: IT HAS PAGE 20 ON IT?

23 A. OKAY 19 TO 20, SURE GOT IT.

24 Q. SO YOUR CONCERNS ARE LAID?

25 A. SURE.

26 Q. THAT THIS IS IN SUBSTANCE?

27 A. SURE.

28 Q. WHAT YOU PREPARED AND WHAT WAS APPROVED BY THE

1 TRIBAL COUNCIL BUT NOT RATIFIED BY THE MEMBERSHIP?

2 A. UH-HUH.

3 Q. WAS THERE ANY PROVISIONS IN HERE THAT SET FOR ANY
4 AUTHORITY FOR THE FINANCIAL OVERSIGHT COMMITTEE?

5 A. NO.

6 Q. SO NONE. BUT THERE ARE PROVISIONS IN HERE THAT
7 SET FORTH A RECALL ELECTION?

8 Q. DO YOU WANT TO REVIEW?

9 A. IF YOU COULD DIRECT ME TO A PLEASE IT WILL BE
10 FASTER.

11 THE COURT: IF YOU KNOW WHERE IT IS, DIRECT HIM TO
12 IT?

13 A. THERE'S REFERENDUM.

14 MS. IBARRA: PAGE 15, VACANCIES AND RECALL. SO
15 BUT YOU DON'T ACTUALLY -- WE DON'T NEED TO REVIEW IN THIS
16 DETAIL BECAUSE AS WE HAVE AGREED THIS RECALL ELECTION TOOK
17 PLACE?

18 A. WELL THERE THIS ALSO DEALS WITH VACANCIES AND
19 ABANDONMENT.

20 Q. SO DO YOU THINK PURSUANT TO THE LANGUAGE HERE THAT
21 THERE WAS ABANDONMENT?

22 A. I WOULD SAY YEAH.

23 Q. HOW SO?

24 A. IT -- LET ME JUST DOUBLE CHECK.

25 THE COURT: WHERE IS THE LANGUAGE ON HERE.

26 A. YEAH I JUST NEED TO SEE IF I READ IT TOO FAST. IS
27 -- WELL THAT'S A RECALL -- ACTUALLY SECTION 3 IS GROSS
28 NEGLIGENCE OF DUTY AND BREACH OF FIDUCIARY DUTY, GROSS

1 MISCONDUCT REFLECTING ON THE DIGNITY, INTEGRITY OF THE
2 TRIBE BUT I THINK THOSE MAY NOT BE FOR ABANDONMENTS THEY
3 MAY BE FOR RECALL ELECTIONS.

4 Q. YES.

5 A. SO I THINK I MISSPOKE, I SPOKE TOO QUICKLY,
6 THEY'RE THERE BUFF IT'S FOR RECALL NOT ABANDONMENT.

7 Q. AND YOU SAID A COUPLE OF TIMES THAT YOU THOUGHT
8 THAT THE CONSTITUTION THAT WAS ADOPTED BY THE CANDELARIA
9 GROUP WAS ESSENTIALLY THE SAME EXCEPT FOR TYPOS?

10 A. SURE.

11 Q. SO LET'S LOOK AT THAT ONE WHICH IS 541. SO 541 H
12 CAN I TAKE THIS OFF YOUR HONOR.

13 THE COURT: WELL IS IT ON 541.

14 MS. IBARRA: YES AND IT'S BEEN PREVIOUSLY MARKED.
15 SO HERE'S 541, LET'S LOOK AT THE RESOLUTION JUST TO SEE THE
16 DATE THAT WAS APPROVED BY THE CANDELARIA GROUP?

17 A. THE CERTIFICATION WOULD HAVE BEEN -- YOU PASSED
18 IT.

19 Q. YEAH I JUST WANT TO -- THE TRIBAL RESOLUTION,
20 MARCH 24TH, 2007?

21 A. UH-HUH.

22 Q. SO A GOOD TIME AFTER?

23 A. AND IT SAYS THE AMENDED AND RESTATED CONSTITUTION
24 AS THIS ONE DOES.

25 Q. AS THIS ONE DOES BUT 10 -- SO HERE THOUGH YOU DO
26 INCLUDE AUTHORIZATION FOR THE FINANCIAL OVERSIGHT COMMITTEE
27 DON'T YOU AND THAT'S DIFFERENT BECAUSE YOU DIDN'T HAVE THAT
28 IN HERE?

1 A. I'M SORRY WHERE ARE YOU REFERRING TO.

2 Q. LET JUST COMPARE JUST PHOTOGRAPH EASE OF REFERENCE
3 LET'S LOOK AT THE TABLE OF CONTENTS OF THE MARCH 30, 2006?

4 A. OKAY.

5 Q. WHICH IS THE ONE THAT GT TRIBE?

6 A. PREAMBLE IS THE SAME, ARTICLE ONE HAS THE THAT I
7 AM ARTICLE TWO TRIBAL LANDS, ARTICLE THREE JURISDICTION
8 ARTICLE FOUR GENERAL MEMBERSHIP THAT'S THE 35TH, ARTICLE
9 FIVE CIVIL RIGHTS THAT'S THE TAME, ARTICLE SIX TRIBAL GAME
10 AUTHORITY THAT'S THE SAME, ARTICLE SEVEN MEETINGS AND
11 VOTING BY THE GENERAL MEMBERSHIP THAT'S THE TIME, ARTICLE
12 EIGHT TRIBAL COUNCIL THAT'S THE SAME, IT'S NOT PEO'TSKOME
13 THAT'S FOR SURE. ARTICLE NINE DUTIES OF THE TRIBAL
14 COUNCIL, THE TRIBAL ADMINISTRATION AND THE TRIBAL GAMING
15 AUTHORITY, NOW SAYS DUTIES OF THE TRIBAL COUNCIL, THE
16 FINANCIAL OVERSIGHT COMMITTEE, THE TRIBAL ADMINISTRATION
17 AND THE TRIBAL GAMING AUTHORITY.

18 Q. SO DO YOU THINK IT WAS JUST A TYPO ON THE FIRST
19 ONE?

20 A. ARTICLE 10.

21 Q. WHEN YOU TESTIFIED THAT?

22 A. FORGIVE ME YOU HAVE ASKED ME TO GO THROUGH.

23 THE COURT: WAIT LET HER ASK THE QUESTION?

24 A. I'M ANSWERING HER QUESTIONS.

25 THE COURT: NO ANSWER THE QUESTION?

26 A. I WAS ANSWERING THE LAST ONE.

27 THE COURT: YOU THINK YOU KNOW WHAT THE QUESTION
28 IS BUT YOU DON'T, LET HER ASK.

1 MS. IBARRA: SO WHEN I HAVE ASKED THAT YOUR PRIOR
2 TESTIMONY WAS THAT THE CANDELARIA FACTION ADOPTED OR -- I
3 FORGOT -- ADOPTED -- OR RATIFIED THE CONSTITUTION WITH SOME
4 TYPOS, DO YOU THINK THAT'S A TYPO?

5 A. ?

6 A. NO THAT'S NOT A TYPO.

7 Q. OKAY. SO?

8 A. WE HAVE 19 ARTICLES THAT ARE EXACTLY THE SAME
9 EXCEPT FOR FOUR WORDS, THE FINANCIAL OVERSIGHT COMMITTEE.
10 IMPORTANT WORDS ABSOLUTELY, BUT 19 ARTICLES THAT ARE
11 EXACTLY THE SAME AND YOU'RE POINTING TO ONE ARTICLE THAT
12 HAS ONE CHANGE OUT OF DUTIES, OVERSIGHT COMMITTEE,
13 ADMINISTRATION AND GAMING AUTHORITY.

14 Q. I'M ASKING --

15 A. SO YOU'RE EXACTLY RIGHT.

16 Q. IN WHAT YOU'RE SAYING IT'S NOT AN ENTITY, SO YOUR
17 PRIOR TESTIMONY WAS INCORRECT?

18 A. TO THE EXTENT MY PRIOR TESTIMONY WAS THERE WERE
19 ONLY TYPOS THAT WOULD BE INCORRECT, THANK YOU FOR
20 CORRECTING THAT.

21 Q. YOUR HONOR, CAN I JURY SEE THIS.

22 THE COURT: SURE. [TPAS] AROUND, THIS LET'S MAKE
23 SURE YOU'RE REFERRING TO WHAT EXHIBIT 541.

24 MS. IBARRA: SO THEY CAN RECEIVE THIS UP HERE SO I
25 WANT THEM TO SEE.

26 THE COURT: PLAINTIFFS.

27 MS. IBARRA: 44 IS IT.

28 THE COURT: 44, ALL RIGHT.

1 MS. IBARRA: THE TABLE OF CONTENTS.

2 THE COURT: ALL RIGHT JUST HAND IT TO ONE OF THEM.

3 MS. IBARRA: AND THEN PAGE 10 MAYBE THERE'S A
4 PAPER CLIP WE CAN USE, JUST TO MAKE IT EASY TO WHERE THIS
5 SECTION -- WHAT THIS SECTION READS LIKE, YOU DON'T NEED TO
6 READ IT IN DETAIL BUT JUST THE HEADINGS AND THE DIFFERENCES
7 AND THEN WE'LL SEE THE DIFFERENCE HERE.

8 Q. SO THIS HERE SAYS DUTIES -- THIS IS THE CANDIDATE
9 IN 2007 AND THE ONE IN 2006 AROUND THE SAME TIME PERIOD
10 DOESN'T HAVE FINANCIAL OVERSIGHT COMMITTEE IN HERE, SO THIS
11 IS A SUBSTANTIAL CHANGE. AND ON PAGE 15 -- SO IS THE
12 REASON YOU DON'T JOINER FINANCIAL OVERSIGHT COMMITTEE IS
13 TO MAKE IT APPEAR THAT THEY HAD MORE AUTHORITY THAN THEY
14 DID, RIGHT WAY BACK IN NOVEMBER 2006?

15 A. THAT'S NOT MY RECOLLECTION, MY RECOLLECTION IS WE
16 TOOK THIS THING, WE FIXED THE TYPOS, APPARENTLY YOU TELL ME
17 NOW THAT WE ASKED THE FINANCIAL OVERSIGHT COMMITTEE, TO ME
18 THAT SOUNDS LOOK A GREAT IDEA BECAUSE IF THE LAST TRIBAL
19 COUNCIL WALKED OFF WITH THE MONEY WHO'S TO SAY THAT A
20 FUTURE TRIBAL COUNCIL WOULDN'T WALK OFF THE MONEY.

21 Q. AND YOU WISHED YOU HAD INTENDED IT IN THE
22 ORIGINAL -- YOU WISHED YOU HAD INTENDED IT IN THE MARCH
23 2006?

24 A. I DON'T WISH ANYTHING BECAUSE I DIDN'T INSERT T IT
25 WAS -- THIS IS AN ACTION OF THE OFFICIAL BODY OF GT TRIBE
26 ORIGINALLY, THIS SECOND CONSTITUTION IS AN OFFICIAL ACTION
27 OF THE CANDELARIA FACTION WITH THE 1500 OUT OF THE 1700
28 MEMBERS FROM GT TRIBE AND TO ME THAT'S A PRETTY GOOD CHANGE

1 GIVEN WHAT HAD HAPPENED BETWEEN THE MAY ADOPTION AND
2 THIS -- 2006 AND THE MARCH ADOPTION OF 2007, SEEMS LOOK A
3 PRETTY SMART MOVE TO ME BUT AGAIN IT WAS THEIR MOVE NOT
4 MINE.

5 Q. OKAY. IN ANY EVENT, IT'S UNDISPUTED THAT THE
6 CONSTITUTION THAT WAS NOT RATIFIED BUT HAD BEEN APPROVED BY
7 THE TRIBAL COUNCIL IN NOVEMBER OF 2006 HAD NO PROVISIONS
8 FOR THE FINANCIAL OVERSIGHT COMMITTEE?

9 A. THAT'S CORRECT AND THANK YOU FOR POINTING OUT THAT
10 DIFFERENCE.

11 MS. IBARRA: I THINK THAT'S ALL I HAVE FOR NOW.
12 THANK YOU.

13 THE COURT: REDIRECT.

14 MR. FORDYCE: THIS WILL BE VERY, VERY QUICK.

15 Q. MR. STEIN DID THE FINANCIAL OVERSIGHT COMMITTEE
16 EXIST THE PENDENCY OF MARCH 2006?

17 A. I'M SORRY I DON'T UNDERSTAND.

18 Q. DID THE FINANCIAL OVERSIGHT COMMITTEE EXIST IN
19 MARCH 2006 WHEN THIS INITIAL CONSTITUTION WAS DRAFT?

20 A. THAT'S NOT THE INITIAL CONSTITUTION THAT SHE'S GOT
21 UP THERE I THINK THAT'S -- FORGIVE ME.

22 Q. WELL THE EXHIBIT THAT COUNSEL MARKED, EXHIBIT 44?

23 A. IN MAY OF -- IN MAY OF -- IN MARCH OF 2006 WHEN WE
24 ADOPTED THE AMENDED AND RESTATED CONSTITUTION, THE TRIBAL
25 COUNCIL, THE FINANCIAL OVERSIGHT COMMITTEE DID NOT EXIST.

26 Q. OKAY MR. STEIN WAS THERE A NEED FOR IT AT THE TIME
27 TO YOUR KNOWLEDGE OF THE 2006 CONSTITUTION?

28 A. NO. THE -- MY FEELING WAS THAT SINCE WE WERE

1 LUCKY ENOUGH TO GET MONEY WE WERE ALL GOING TO WORK
2 TOGETHER AND BE HAPPY AS CLAMPS, I MEAN THERE WAS SOME
3 DIFFICULT PERSONALITY ISSUES BETWEEN ME AND MRS. DAN BUT
4 TWO POINT \$15,000,000 SOLVES A LOT OF PERSONALITY DIFFICULT
5 HE'S.

6 Q. AND JUST A COUPLE MORE QUESTIONS. TO YOUR
7 KNOWLEDGE DID GT TRIBE WHICH BECAME THE CANDELARIA FACTION
8 CONSIDER THERE WAS A NEED FOR A FINANCIAL OVERSIGHT
9 COMMITTEE POST THE MONEY GRAB?

10 A. YEAH. THAT WAS A BIG POINT WITH THEM, (DITTO),
11 WHEN THEY CAME TO ADOPT THIS THEY SAID I AM NOW REFRESHED I
12 NOW REMEMBER IT, THEY SAID LET'S PUT THE FINANCIAL
13 OVERSIGHT COMMITTEE IN THERE JONATHAN, WHERE DO YOU THINK
14 IT WOULD GO AND I SAID WELL THE TRIBAL ADMINISTRATION
15 OFFICE WAS SUPPOSED TO HAVE FINANCIAL OVERSIGHT, THAT AT
16 ANY TIME WORK, PUT IT IN THE SAME PLACE.

17 Q. OTHERWISE PAGED ON YOUR REVIEW BRIEFLY HERE, THESE
18 DOCUMENTS, PRETTY DARN SIMILAR?

19 A. YEAH ALL 19 ARTICLES ARE THE SAME. OUT OF THE 19
20 ARTICLES, ONE ARTICLE THAT ADDRESSES DUTIES OF THE TRIBAL
21 COUNCIL, TRIBAL ADMINISTRATION AND TRIBAL GAMING AUTHORITY
22 HAS THE ADDITION OF FINANCIAL OVERSIGHT COMMITTEE.

23 Q. SO PRE SPLIT CONSTITUTION, CANDIDATE CONSTITUTION,
24 OTHER THAN THE FINANCIAL OVERSIGHT COMMITTEE, PRETTY WELL
25 IDENTICAL?

26 A. PRETTY WELL IDENTICAL, TYPOS HAVE BEEN CORRECTED.

27 MR. FORDYCE: THANKS DONE.

28 THE COURT: OKAY THANK YOU ANYTHING FURTHER FOR

1 THIS WITNESS?

2 A. PLEASE DON'T.

3 THE COURT: RE CROSS.

4 MS. IBARRA: THAT'S OKAY.

5 MS. IBARRA:

6 Q. SO THERE'S NO OTHER DIFFERENCES THAT YOU CAN
7 IDENTIFY BETWEEN THE TWO CONSTITUTIONS?

8 A. NOT THAT I RECALL. IF YOU HAVE ONE PLEASE POINT
9 IT OUT.

10 Q. HOW ABOUT ARTICLE SEVEN, SECTION 3 OF 44.

11 THE COURT: WHAT PAGE.

12 MS. IBARRA: I'M SORRY PAGE 7 OF PLAINTIFFS 44,
13 TRIBAL COUNCIL WILL CALL A SPECIAL MEETING OF THE GENERAL
14 MEMBERSHIP WHEN A PETITION SIGNED BY AT LEAST 25 PERCENT OF
15 THE VOTING MEMBERS OF THE GABRIELINO-TONGVA TRIBE. LET'S
16 SEE WHAT THE CANDELARIA GROUP'S SAYS. SO SEVEN -- ALMOST
17 THERE SORRY. '73 WHEN THE TRIBAL COUNCIL CAN CALL A
18 SPECIAL MEETING -- CAN I PUT THAT UP.

19 THE COURT: YES.

20 MS. IBARRA: I'LL JUST READ IT BECAUSE IT'S -- THE
21 TRIBAL COUNCIL WILL CALL A SPECIAL MEETING OF THE GENERAL
22 MEMBERSHIP BUT WHEN A PETITION IS CALLED BY AT LEAST 15
23 PERCENT. SO YOU LOWERED THE REQUIREMENTS FOR --

24 A. WHAT SECTION ARE YOU READING FROM.

25 Q. SECTION 3, ARTICLE 7?

26 A. SECTION 3, ARTICLE 7, THE TRIBAL COUNCIL WILL CALL
27 A SPECIAL MEETING OF THE GENERAL MEMBERSHIP WHEN A PETITION
28 IS SIGNED BY AT LEAST 25 PERCENT.

1 Q. SO THAT WAS -- THAT'S PLAINTIFFS 44 WHICH IS THE
2 MARCH 2006 CONSTITUTION?

3 A. RIGHT AND IT SHOULD STILL BE 25 PERCENT TO MY
4 RECOLLECTION.

5 Q. IT'S 15 PERCENT SO YOU LOWERED IT TO SLOWLY
6 EASIER?

7 A. I DIDN'T LOWER IT, I'M SORRY, THE TRIBAL COUNCIL
8 MAY HAVE LOWERED IT THOUGH, I DON'T RECALL DOING IT BUT IF
9 YOU'RE TELL ME THAT THEY DID IT, THEN THEY DID IT YOU
10 CAN --

11 Q. DO YOU THINK THAT'S -- I DON'T KNOW, DO YOU THINK
12 THAT IS A SUBSTANTIVE CHANGE OR A TYPO?

13 A. THAT WOULD BE A SUBSTANTIVE CHANGE, PRETTY
14 INSIGNIFICANT OUT OF A 20 PAYMENT SINGLE SPACED DOCUMENT TO
15 HAVE A SPECIAL MEETING CALLED BY 15 PERCENT INSTEAD OF 25
16 PERCENT, IT LOOKS LIKE IT WAS EASIER TO CALLED A SPECIAL
17 MEETING.

18 Q. SHOULD I JUST GO AHEAD AND POINT OUT SOME OTHER
19 HAZE CHANGES AND ASK YOU WHETHER YOU THINK THEY SUBSTANTIVE
20 OR TYPOS BECAUSE I THINK WE CAN GO ON ON THIS POINT.

21 THE COURT: WELL YOU ONLY HAVE 15 MINUTES OR SO
22 SO --.

23 Q. AND LET'S LOOK AT THE PREAMBLE JUST BRIEFLY. SO
24 IT'S CONSTITUTION --.

25 THE COURT: WHERE ARE YOU READING FROM.

26 MS. IBARRA: THIS IS THE ONE THAT I'M READING ON
27 THE SCRAPE THIS IS 541 B , 541 AND IT'S ON THE PREAMBLE B ?

28 A. WELL A LOOKS LIKE IT'S BEEN EXPANDED FROM JUST ONE

1 PARAGRAPH TO SEVERAL PARAGRAPHS.

2 MS. IBARRA: YEAH. SO TYPO OR SUBSTANTIVE CHANGE?

3 A. WELL THERE'S A SUBSTANTIVE CHANGE IN B BECAUSE THE
4 STATEMENT THAT WAS UN HERE EARLIER, THE STATEMENT OF
5 AUTHORITY, THE STATEMENT OF UNINCORPORATED ASSOCIATION HAD
6 BEEN FILED SO THAT'S ADDED, B IS ADDED, AND THEN C , TALKS
7 ABOUT THE CALIFORNIA CORPORATIONS CODE, THE GOVERNING
8 PRINCIPLES WHICH LOOKS LIKE THAT'S BEEN ADDED AS WELL, THAT
9 ACTUALLY THEY'RE SHOWING THAT THEY'RE AN UNINCORPORATED
10 ASSOCIATION BECAUSE OF THE FILING AND THEN REFERRING TO THE
11 SAME CORPORATIONS CODE SECTION AS A FILING AND THEN THEY GO
12 BACK TO THE SAME FACT THAT THE OFFICES ARE AT 50 ONE SANTA
13 MONICA AS IT SAYS HERE. BUT IT SAYS HERE IN ONE PARAGRAPH,
14 THERE IT HAS BEEN SPLIT INTO TWO PARAGRAPHS.

15 Q. AND PAGE 2 OF PLAINTIFFS 44 WHICH IS THE MARCH
16 2006 JUST HAS ONE LITTLE PARAGRAPH FOR THE PREAMBLE, IT
17 DOESN'T CHEWED ALL OF THIS?

18 A. NO IT INCLUDES THE ENTIRE EYE A AND ENTIRETY OF D
19 AND B AND C WERE ADDED BECAUSE THEY OCCURRED AFTER THIS
20 MARCH 30TH, 2006 ADOPTION, THAT'S DECEMBER 2006 AND THEN
21 THE REFERENCE TO THE SAME CORPORATIONS CODE PROVISIONS THAT
22 THE STATEMENT FILED ON DECEMBER 17TH WAS FILED UNDER.

23 Q. AND AGAIN SUBSTANTIVE NOT TYPO?

24 A. THAT WOULD BE SUBSTANTIVE, YEAH, THANK YOU FOR
25 REFRESHING MY RECOLLECTION.

26 Q. SURE. SO ARTICLE 12 OF BOTH OF THESE I THINK ARE
27 GOING TO BE ALSO DIFFERENT?

28 A. ARTICLE 12.

1 Q. YES ARTICLE 12?

2 A. VACANCIES AND RECALL.

3 Q. YES.

4 A. SECTIONS ONE TWO AND THREE LOOK IDENTICAL.

5 THE COURT: THERE'S NO QUESTION PENDING, STATEMENT
6 IS STRICKEN.

7 MS. IBARRA: I'M LOOKING AT -- SO SECTION 4 WHICH
8 HAS TO DO WITH THE REQUIREMENT FOR THE NUMBER OF PEOPLE
9 NEEDED FOR A RECALL OR A PERCENTAGE. SO THE ONE THAT'S UP
10 ON THE SCREEN WHICH IS THE CANDELARIA FACTION SAYS -- OWE
11 CAN YOU READ THAT?

12 A. NO CAN YOU JUST SCROLL TO THE NEXT PAGE?

13 Q. SURE. OH BUT I WANT TO ASK YOU ABOUT SECTION 4?

14 A. CAN I JUST FINISH READING THE ARTICLE 12 IF I
15 CAN.

16 Q. SURE.

17 A. SO IT EVEN HAS THE SAME MISTAKE, THERE ARE TWO
18 SECTION FOURS, IT'S IDENTICAL THERE MAY HAVE BEEN A CHANGE
19 IN NUMBERS BUT IT'S IDENTICAL CONTRACTS GOT TWO SECTIONS
20 FOUR AND THEN ON THE NEXT PAGE INSTEAD OF SECTION 4 IT SAYS
21 SECTION 5.

22 Q. THAT'S RIGHT SO THE TYPOS WEREN'T FIXED?

23 A. THAT'S EXACTLY CORRECT.

24 Q. IT'S JUST THE SUBSTANCE THAT HAS CHANGED?

25 A. I AM GLAD MY OLD LAW SCHOOL PROFESSORS AREN'T HERE
26 TODAY.

27 Q. SO IN THIS CONSTITUTION IS IT YOUR UNDERSTANDING
28 THAT IT CALLS FOR 15 PERCENT OF THE QUALIFIED VOTE WILLING

1 MEMBERS FOR SPECIAL ELECTION?

2 A. THAT LOOKS LIKE A CHANGE IN LINE WITH THE OTHER
3 PROVISION WHERE IT WAS 25 PERCENT AND THEY LOWERED IT TO 15
4 PERCENT TO HAVE A MEETING AND TO HAVE A RECALL ELECTION YOU
5 WANT TO HAVE A SAME PERCENTAGE AS CALLS A SPECIAL MEETING
6 THAT'S KIND OF JUST STUFF -- AND SO IF THEY CHANGE ONE TO
7 15 PERCENT IT LOOKS LIKE THEY WERE SMART ENOUGH TO CHANGE
8 THE OTHER TO 15 PERCENT. THIS ONE THOUGH, THE ONE THAT
9 YOU'RE TALKING ABOUT FOR THE GT TRIBE.

10 Q. IN MARCH -- WHY DON'T WE SAY 2006 AND 2007?

11 A. THE TRIBAL COUNCIL VERSION OF THE NO DARN GOOD
12 CONSTITUTION, THAT WAS 25 PERCENT.

13 Q. YES, IT IS 25 PERCENT, SO THAT'S A 10 PERCENT
14 DECREASE?

15 A. YES. WELL, IN LINE WITH THE OTHER ONE, SURE.

16 Q. ALL RIGHT. AND AGAIN SUBSTANTIVE?

17 A. YES SUBSTANTIVE.

18 Q. ALL RIGHT. THANK YOU I THINK -- OH SO -- SO LET'S
19 LOOK AT THE TABLE OF CONTENTS AGAIN, THE LAST ITEM THAT I
20 SORT OF WANT TO POINT OUT TO YOU, THERE'S SEVERABILITY. SO
21 THERE SEEMS TO BE NO CERTIFICATE OF ADOPTION HERE, RIGHT
22 WHICH THE MARCH 2006 TRIBE?

23 A. CAN YOU GO TO THE NEXT PAGE PLEASE, GO UP FOR A
24 SECOND.

25 Q. OH ADOPTION AND AMENDMENT WAS THAT CHANGED? NO
26 THAT WAS AN ADOPTION AND AMENDMENT IN THE --?

27 A. NO I WAS JUST WONDERING IF THERE'S A PAGE MISSING
28 IN THE EXHIBIT THAT WOULD HAVE ONE LINE ON IT.

1 Q. WELL LET'S LOOK AT THE BATES STAMPED?

2 A. WELL IF YOU GO TO THE END OF THE DOCUMENT JUST
3 RECEIVE IF THE CERTIFICATION IS THERE.

4 Q. THE OKAY. THE BATES STAMPED SEEM TO FOLLOW LIKE
5 THERE WASN'T A BATES SKIPPED, GO TO THE END OF THE
6 DOCUMENT, NO SEVERABILITY?

7 A. OKAY.

8 Q. DO YOU KNOW WHY THE ADOPTION -- CERTIFICATION OF
9 ADOPTION WAS NOT INCLUDED?

10 A. NO IDEA, ABSOLUTELY NO IDEA.

11 Q. SO IN THE MARCH 2006 --?

12 A. ONE POSSIBLY.

13 Q. CONSTITUTE.

14 THE COURT: LET MANOMETER FINISH HER QUESTION?

15 A. RIGHT.

16 Q. BY MS. IBARRA: SO MARCH 2006 THERE IS A
17 CERTIFICATE OF ADOPTION CONTAINS THE SIGNATURES?

18 A. THAT'S RIGHT, THAT'S WHEN THE TRIBAL COUNCIL
19 ADOPTED IT WITHOUT A RATIFICATION OF THE MEMBERSHIP.

20 Q. THAT'S RIGHT. THAT'S RIGHT?

21 A. IN THIS CASE THIS WAS ADOPTED BY RATIFICATION OF
22 THE MEMBERSHIP SO YOU WOULD NOT HAVE THE TRIBAL COUNCIL
23 CERTIFYING THAT WE'VE MADE THIS A LEGALLY PIPED BINDING
24 DOCUMENT, THEY DIDN'T, THE MEMBERS DID.

25 Q. I SEE SO THAT'S WHY THERE'S NONE OF THAT?

26 A. YEAH.

27 Q. AGAIN SUBSTANTIVE OR TYPO?

28 A. ABSOLUTELY SUBSTANTIVE, GOOD POINT.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Q. I THINK THAT'S ALL I HAVE AT THIS TIME.

MR. FORDYCE: NOTHING YOUR HONOR.

***** .