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12 TRANSCRIPT, ALL ERRORS ARE CORRECTED. AN UNEDITED OR
13 PARTIALLY EDITED TRANSCRIPT REPRESENTS A FIRST DRAFT AND
14 SHOULD BE USED ACCORDINGLY.

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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 W. MILLS AND E. ARONSON

10:12 AM.

THE COURT: Gabrielino versus Stein, BC361307.
Good morning.

MS. IBARRA: Good morning.

MR. STEIN: Good morning Your Honor.

THE COURT: Mr. Fordyce is not here, he was just
here a minute ago.

THE CLERK: He just stepped out.

THE COURT: All right that's all right, he'll step
back in any minute?

A. Good morning Your Honor.

THE COURT: Good morning.

THE COURT: And there he is.

MR. FORDYCE: Oh sorry Your Honor I apologize.

THE COURT: That's okay.

MR. FORDYCE: Niall Fordyce for Mr. Stein.

MS. IBARRA: So Delia Ibarra for plaintiff
Gabrielino-Tongva Tribe.

MR. FORDYCE: Sorry Your Honor, Niall Fordyce for
Mr. Stein and law offices of Jonathan Stein.

MR. STEIN: Jonathan Stein for SMDC and the Crane
Group.

THE COURT: Okay thank you. I thought we had
finished with Mr. Mills.

MR. STEIN: We had finished cross-examination,
right at 12 and so we were going to do redirect for half --

1 I had planned for 30 minutes.

2 THE COURT: Oh. Was that where we left off.

3 MS. IBARRA: Well we were going to do a little bit
4 of redirect, I'm not sure about the time frame but Ms.
5 Aronson is here, Ms. Aronson was also supposed to testify
6 and she's here.

7 THE COURT: That's fine and she'll be called next
8 then.

9 MS. IBARRA: Yeah and she's waiting outside.

10 THE COURT: And okay then redirect is fine.

11 MR. STEIN: May I begin.

12 THE COURT: Yes.

13 MR. STEIN: Mr. Mills based on cross-examination
14 of Ms. Ibarra on Friday and the questions raised by the
15 judge, do you wish to reconsider any of your opinions given
16 in Exhibit 155 three?

17 A. No but I might clarify them just so that we there
18 is no ambiguity. My opinions as you'll recall are that
19 there was no attorney-client relationship between Mr. Stein
20 and the tribe. As a result he was not bound to comply with
21 the rules of -- the rules applicable to lawyers, including
22 rule 3-300 and 3-310, he was also not -- because those
23 rules do not apply, and there is no -- he was not acting in
24 any -- with my fiduciary obligations as reflected in the
25 SMDC agreement, the SMDC agreement was valid and
26 enforceable at least to the approval in September 2003, and
27 in my view also through 2006, October 2006 when it was
28 termed because of their -- because of the language in the

1 SMDC agreement there was no opportunity for there to be an
2 implied agreement because it expressly says that did can
3 only be modified in writing and no such writing by Mr.
4 Stein or on behalf of the tribe exists in order for the
5 tribe to provide its consent it would have to do so through
6 its corporate action which would be evidenced by a
7 resolution and a party authorized to sign and there's no
8 document, no signature by the tribe.

9 THE COURT: Okay.

10 MR. STEIN: Base on the examination of Ms. Ibarra
11 on Friday and the questions raised by judge, do you wish to
12 reconsider whether GT Tribe suffered any damages?

13 A. No but I did have a chance to lack at some
14 additional testimony that clarifies with respect to -- that
15 clarifies in my mind that with respect to the allegation
16 that the tribe may have been damaged as a result of the
17 failure to apply for federal.

18 MR. STEIN: Recognition.

19 A. Sorry, regulation was stuck in my head.
20 Recognition, that I read testimony that says -- that
21 confirmed from various parties, including Ms. Lamothe that
22 during Mr. -- during the term of the SMDC agreement there
23 was an application for federal recognition, that process is
24 one that is involved and takes many years and she said that
25 they anticipated that there would be sort of a give and
26 take, a conversation. The last that she could recall was
27 that the application was turned in complete and she had
28 anticipated that some additional response would be made but

1 that was made under someone else's watch rather than SMDC's
2 SMDC's and I understand from testimony from Mr. Polanco
3 that the tribe did nothing after that so it seem to me
4 that --.

5 THE COURT: You mean they dropped their request
6 for federal recognition or --?

7 A. No I think his testimony was that there were over
8 some span of like 10 years there was nothing done with
9 respect to pursuing federal recognition. I would not -- I
10 have no idea whether that means they dropped it or whether
11 they just didn't do anything with it. His testimony said
12 that they didn't pursue it.

13 THE COURT: Are you talking about the fact that
14 they don't their records, their tribal records they're not
15 in possession of them?

16 A. No I'm just saying that Mr. Polanco's testimony
17 was nothing had been doing to pursue federal recognition
18 over a 10-year period suggesting to me that because an
19 application had been made sometime during the 2001 to 2006
20 time frame but after the SMDC agreement was terminated
21 nothing happened that that the -- whether or not there was
22 damage as a result of the failure to pursue the SMDC
23 agreement really has nothing do with SMDC or anything that
24 it might have accomplished.

25 THE COURT: Okay. Is that what you read.

26 A. Yes.

27 THE COURT: In the testimony?

28 A. That's one aspect of damage. Another aspect of

1 the damage was the allegation that there was a failure to
2 turn over -- there was some allegation of damage to turn
3 over private records of the tribe.

4 THE COURT: Right the tribal ancestry records,
5 ancestry?

6 A. Right. I didn't see any evidence or argument that
7 there was damage related to that.

8 THE COURT: Well what if the testimony was we
9 didn't -- we didn't -- the fact that they didn't have
10 access to those records may have been the reason why they
11 couldn't pursue the federal recognition, would that play
12 into the damages? Did you see any of that testimony in
13 the --?

14 A. I didn't read that particular testimony but I
15 don't know that it makes a difference because the -- it
16 was -- as I understand it was a relatively isolated period
17 of time and the failure -- because the federal recognition
18 can take 20 or 30 years.

19 THE COURT: Yeah there was testimony to that
20 effect as well?

21 A. I just don't see how holding it for months would
22 make any difference at all, especially when it was for good
23 faith.

24 THE COURT: What about holding it for 10 years?

25 A. I don't know that anybody did that.

26 THE COURT: Okay?

27 A. But I understand what you're suggesting, that
28 could make a difference but I'm not aware that that was

1 actually a fact. And the final issue was -- on damages was
2 the -- the attempt by Mr. Stein to prevent -- unsuccessful
3 attempt by Mr. Stein to prevent distribution of tribal
4 funds. As I indicated previously that -- I read more
5 testimony about that that and that seems to have been --
6 confirmed that it was unsuccessful h confirmed that it was
7 at least in Mr. Stein's belief an appropriate thing for him
8 to do in whatever position he was holding at the time
9 where --.

10 THE COURT: Are you -- let I me stop you. Are you
11 referring to -- I'm not sure. Are you referring to what
12 they call the second tronch of investment money or are you
13 referring to the first --

14 A. Money they had -- the first tronch.

15 THE COURT: Okay.

16 A. Money was received.

17 THE COURT: Yes?

18 A. And there was attempt to distribute it and Mr.
19 Stein tried to hold that up because it was inconsistent
20 with investor obligations, material adverse changes in his
21 view would be triggered by the -- by the payment of those
22 funds, by the loss of SMDC as a -- as the manager and the
23 failure of the passage of SB 175, all of those could have
24 very easily been interpreted as material adverse changes
25 that would give the investors an opportunity not to fund
26 the second tronch.

27 THE COURT: Right.

28 Q. BY MR. STEIN: And Mr. Mills was it your

1 understanding of the Libra agreement that the investors
2 were required to give money?

3 A. No they -- it's my understanding based on
4 documents that I reviewed that, their only -- that their
5 investment was based on their sole discretion even after
6 various pre conditions were satisfied. So if everything --
7 if the tribe had done everything that the tribe was
8 required to do, including getting the certification that
9 was required as one of the pre conditions, the investors
10 then had three days I think to decide whether they would do
11 it or not and it would have required a majority of the 12
12 investor groups to decide whether they would proceed with
13 the investment.

14 Q. Are you -- are you saying the condition
15 satisfaction certificate?

16 A. That's right.

17 Q. And how is that different from the conditions
18 precedent to funding that you mentioned earlier?

19 A. I think that -- the conditions satisfaction
20 certificate was one of the conditions precedent to funding
21 but all of those conditions whether the certificate
22 individually or as one of the various -- there were three
23 or four other conditions that were part of the agreement,
24 unless -- even if they all had been satisfied investors
25 could still say no we don't don't want to put any more
26 money.

27 Q. And the definition -- did you read a definition of
28 material adverse change?

1 A. I did.

2 Q. And what do you feel was material adverse change
3 that occurred?

4 A. The definition -- part of my background is that I
5 was -- represented lenders in financial institutions as
6 well as municipalities for a number of years as letter of
7 credit bank counsel in Municipal finance transactions so I
8 reviewed documents like this all the time and to its a very
9 common thing for conditions -- material adverse change
10 provisions to be included that from the parties standpoint
11 are examined their -- for reasonableness and it wasn't
12 unreasonable for the tribe to expect it but there are lots
13 of other conditions that exist that a lender would always
14 want to be able to keep their hand on the trigger to be
15 able to remove it if they felt that the economic times were
16 not appropriate or whatever. But they are -- these
17 material adverse changes are consistent with those that
18 I've reviewed in the past and they were basically that
19 anything significant from an economic standpoint from a
20 developmental standpoint from a legislature tiff
21 standpoint, that if any of those things changed, that that
22 would be a basis for the investors to reconsider their
23 decision about -- their commitment to invest.

24 Q. Were there covenants in the Libra agreement that
25 were violated by GT Tribe according to your review?

26 A. Yes but I don't distinguish that materially
27 from -- so the definition of -- my definition of material
28 adverse change, their violation of covenants like

1 distributing money against the advice of SMDC or paying
2 funds without the consent of the investors or using
3 investor funds for purpose that's were not specifically
4 identified all fall within the category of material adverse
5 change, that the investors could look at it and reject
6 their investment commitment.

7 Q. We'll now turn to the cross-examination that dealt
8 with the approval of the SMDC agreement, exhibit 569, and
9 whether there was independent counsel present for the first
10 approval under Resolution 10. My first question is does
11 rule 3-300 if it were to be applied here require that there
12 actually be independent counsel for an approval?

13 A. No.

14 Q. By GT Tribe?

15 A. No 3-310 governs the lawyers obligations, it
16 doesn't control the lawyers obligations, 3-310 expressly
17 statement of decision states that is the member, that is
18 the lawyer, is required to provide an opportunity, to
19 advise the client of the right to seek independent counsel
20 and to give the client a reasonable opportunity to actually
21 get independent counsel it doesn't require the client
22 actually get -- consultant with a lawyer or actually get
23 independent advice from someone else, just the opportunity
24 is all that is required.

25 Q. And if I can --?

26 A. And if I may, that was contained in provision 23
27 of the operating agreement -- of the development agreement.

28 Q. And can I --.

1 THE COURT: I'm page 23 or Paragraph 23?

2 A. Paragraph 23.

3 Q. BY MR. STEIN: And can I refer you to page 49
4 four of exhibit 569?

5 A. Sure.

6 Q. And can you read Paragraph 23?

7 A. Paragraph 23 titles legal advice statements the
8 parties here to acknowledge that they have been advised and
9 encouraged to see legal advice from independent counsel and
10 given the opportunity to do so prior to signing this
11 agreement. That fully -- that is fully compliant with the
12 requirement of 3-300.

13 Q. And what does the signature -- what does the
14 approval of this agreement by the tribe indicate?

15 A. As far as 3-300 is concerned, it expresses the
16 consent required by 3-300.

17 Q. Turning to Resolution 10 which is now Exhibit 154
18 two but can be found on page 49 seven?

19 A. Yes.

20 Q. On page 498 there's a long paragraph where is as
21 the council received.

22 THE COURT: Wait a minute are we still on this
23 document? .

24 MR. STEIN: Exhibit 569.

25 THE COURT: Yes.

26 MR. STEIN: And then Exhibit 154 two is the new
27 designation for Resolution 10.

28 THE COURT: Oh okay. 1542, Exhibit 1542, thank

1 you, which is also no one at Resolution 10, all right.

2 Q. BY MR. STEIN: And then turning to page 498 to 499
3 of that resolution?

4 A. And I have it whenever you're ready.

5 THE CLERK: I'm sorry.

6 THE COURT: 10, Exhibit 1542 is the exhibits
7 number.

8 THE CLERK: I have it.

9 THE COURT: You can continue.

10 MR. STEIN: Now, he can begin reading it or we've
11 read it several times --

12 THE COURT: You have half an hour, you can spend
13 it however you want. If you want to read it again, go
14 ahead and read it.

15 MR. STEIN: No.

16 THE COURT: Neli Is keeping the time, so you go
17 ahead.

18 Q. BY MR. STEIN: So are you familiar with this
19 whereas clause?

20 A. I am.

21 Q. Ask you summarize your understanding of it?

22 A. My understanding of it is that this is
23 acknowledgment that the tribe received drafts of the SMDC
24 agreement over a three or four month period from January --
25 from December 2000 to March 2001.

26 Q. And just so the four months are December January
27 February March?

28 A. Correct. And during that period it reviewed the

1 agreement with Mr. Stein, reviewed the agreement among
2 themselves, discussed the terms among themselves, met a
3 second time with Mr. Stein in February 2001, which -- to
4 review a new draft of the agreement. It also indicates,
5 and I will note, it contradicts Exhibit 240, which we
6 looked at the other other day, but it says tribal counsel,
7 Mr. Otto, received from Mr. Stein a draft treatment of the
8 development agreement and this resolution. Mr. Otto says
9 that -- he doesn't say that he didn't receive it, he said
10 says that he didn't review it and didn't advise the council
11 about it.

12 Q. Let me stop you there if I can. That's exhibit
13 240 that you're holding up?

14 A. Yes.

15 Q. And what is the second page of that exhibit?

16 A. It's a check that we've seen before made out by
17 apparently Mr. Dunlap was a nonprofit to Steve Otto in the
18 amount of \$2500.

19 Q. And is your --

20 A. And void is written in handwriting.

21 Q. What is your understanding of Mr. Otto's
22 relationship with the tribe before the SMDC agreement came
23 about?

24 A. I was able to review some testimony that's
25 indicated that Mr. Otto was the --.

26 THE COURT: Who's testimony?

27 A. I'm sorry Your Honor I don't recall who's
28 testimony it was.

1 MR. STEIN: Would it be -- may I suggest.

2 THE COURT: No?

3 A. I have reviewed testimony that suggested that Mr.
4 Otto was --.

5 THE COURT: I'm just wondering was it Mr. Stein's
6 testimony, was it the tribal council's testimony, I mean it
7 makes way difference as to who was testifying, but --

8 A. I believe it was Mr. Stein's testimony.

9 MR. STEIN: It was actually Ms. Neminski's
10 testimony?

11 A. Anyway I reviewed testimony that suggested -- I
12 don't want to --

13 THE COURT: That's all right, I may step down,
14 thank you. You may step down. We've concluded the
15 redirect Mr. Stein.

16 MR. STEIN: Thank you, thank you Your Honor.

17 THE COURT: You do that again.

18 MR. STEIN: Thank you Your Honor?

19 A. Thank you Your Honor.

20 THE COURT: Yes thank you Mr. Mills I appreciate
21 the time?

22 A. My pleasure.

23 THE COURT: Okay so let's bring in Ms. Aronson.
24 You were only thinking one day right?

25 A. No actually I wasn't. I'm completely finished
26 Your Honor.

27 THE COURT: Yes thank you?

28 A. Thank you Your Honor.

1 THE COURT: Okay Ms. Aronson is being called on
2 behalf of plaintiff, right.

3 MS. IBARRA: Yes.

4 THE COURT: Ma'am, if you would come forward and
5 stand behind the court reporter?

6 A. Thank you good morning.

7 THE COURT: Have you testified before?

8 A. In the underlying case, not in this --.

9 THE COURT: Okay so we'll need to go ahead and
10 swear you in, go ahead and stand there and face my clerk.

11 THE CLERK: * * swear, so help you God * *?

12 A. I do.

13 THE CLERK: Thank you you may have a seat?

14 A. High.

15 THE COURT: Good morning. Do you want to pull the
16 microphone closer to you.

17 THE CLERK: And ma'am could you please state and
18 spell your first and last name for the record?

19 A. Elizabeth Aronson, e l i z a behh last name is
20 Aronson, a r o n s o n .

21 THE CLERK: Thank you.

22 Q. BY MS. IBARRA: Good morning Ms. Aronson?

23 A. Good morning.

24 Q. What's your profession?

25 A. I'm an attorney.

26 Q. How long have you practiced law?

27 A. Since 1993.

28 Q. What is your association with the

1 Gabrielino-Tongva Tribe?

2 A. I used to be their tribal general counsel.

3 Q. How many -- cut had he when you started?

4 A. Sometime in late summer 2006.

5 Q. Late summer?

6 A. I believe -- as their general counsel yes.

7 Q. Did you have an association before that?

8 A. I was -- I don't know if my title was associate
9 general -- associate counsel but I was not the general
10 counsel in the summer of 2006.

11 Q. But you provided legal services to the tribe?

12 A. Yes.

13 Q. So before you were general counsel you provided
14 legal services, you don't remember your title, do you
15 remember when that association started?

16 A. It would have been the spring of 2006.

17 Q. You don't remember exact dates?

18 A. No, I do not.

19 Q. Do you -- how did you become associated with the
20 tribe?

21 A. I had actually worked with Jonathan Stein on a
22 completely separate matter and in doing so he asked me if
23 I'd be interested in coming to work for the tribe and I
24 spoke with the tribal council at that time and decided I
25 would be.

26 Q. Are you familiar with Ms. Rae Lamothe?

27 A. Of course, yeah, she was the general counsel
28 before me.

1 Q. Did you overlap with her?

2 A. No. When she stepped down at general counsel
3 that's when I became the general counsel.

4 Q. So there was no time when you both served
5 together?

6 A. She was the general counsel when I was working for
7 the tribe beneath her I imagine although we didn't meet
8 much.

9 Q. Are you familiar with Ms. Marilyn Barrett?

10 A. Yes of course. Ms. Barrett was another attorney
11 who worked for the tribe.

12 Q. Did you overlap with her?

13 A. When you say overlap, you mean work at the same
14 time as she did?

15 Q. Yes if you were both associated with the tribe at
16 the same time?

17 A. Yes we overlapped.

18 Q. Do you remember how her engagement with the tribe
19 ended?

20 A. Yes it was a large fight with Mr. Stein.

21 Q. Do you remember what capacity Ms. Marilyn Barrett
22 served the tribe?

23 A. She was independent counsel giving the tribal
24 council advice with regards to Libra agreement which was
25 the investment agreement.

26 Q. Did you work on the Libra agreement?

27 A. I did.

28 Q. What did you do with regards to the Libra

1 agreement?

2 A. I'm sorry.

3 Q. What did you do with regards to the Libra
4 agreement?

5 A. I advised the tribal council as their general
6 counsel with regards to Libra agreement, what the terms
7 were, what they meant, things of that nature.

8 Q. And what did Ms. Barrett do?

9 A. She was independent counsel who was also working
10 with the investors to put the actual agreement together.

11 Q. Do you remember if Mr. Stein got the tribes
12 approval to terminate Ms. Barrett?

13 A. No I know he didn't, he terminated her without the
14 tribal council's permission.

15 Q. And do you recall what the -- you said that there
16 was a fight, is that what you said?

17 A. Yeah. And I'm sorry it was over 10 years ago, I
18 don't remember exactly what the fight was, I know that Mr.
19 Stein was very derogatory towards Ms. Barrett and I know
20 that they had had it out and he had terminated her services
21 and then later on, of course Ms. Barrett was owed quite a
22 bit of money at that time and Mr. Stein said he wasn't
23 going to pay her, which made Ms. Barrett state that her and
24 her firm which was Maguire Woods going to see Mr. Stein for
25 the money that was owed them.

26 Q. And did you handle the dispute with Ms. Barrett
27 firm?

28 A. Yes we worked it out amicably.

1 Q. Do you recall if Mr. Stein had any role in working
2 out the negotiation with Ms. Barrett firm over the fees
3 owed?

4 A. No. He had attempted to and I believe that the
5 council had told him not to from that point forward due to
6 the controversies.

7 Q. What do you mean --.

8 THE COURT: The council told Mr. Stein not to
9 negotiate on their behalf?

10 A. Correct.

11 THE COURT: Concerning the disputed fees?

12 A. Correct.

13 Q. BY MS. IBARRA: But you said he attempted to?

14 A. From what I recall, yes. He was giving advice to
15 the council to not settle with them because she might be
16 leaving the firm and they might be able to talk the fees
17 down more things of that nature but --.

18 THE COURT: Wait how do you know that he said that
19 to the tribe?

20 A. How do I know that --.

21 THE COURT: You're saying Mr. Stein told the
22 tribe.

23 A. The tribal council.

24 THE COURT: During a meeting or --

25 A. Yes during the tribal council meetings, these were
26 ongoing disputes that occurred during the meeting.

27 THE COURT: So he told them that they could settle
28 the fees, the dispute with?

1 A. He told them not to settle or speak with Ms.
2 Barrett and let him deal with it.

3 Q. BY MS. IBARRA: So and they gave him direction not
4 to do that?

5 A. Well identify advised the council at the time to
6 not take that course of action and to settle the dispute
7 because it could harm our investments with Libra, she was
8 still closely related with the investors of the tribe.

9 Q. And did they give him direction at that point to
10 not get involved?

11 A. As I sit here *today*, I believe that's what I
12 remember but again this is 11 years and what who stated
13 what. I'm not sure. I do know I was the person who rev
14 involved it with Maguire Woods.

15 Q. So the tribal council had a number of meetings at
16 that time?

17 A. Yes they met at least once a week.

18 Q. Once a week?

19 A. At least.

20 Q. And did you attend those meetings?

21 A. Yes.

22 Q. Were resolutions discussed at these meetings?

23 A. Oftentimes, yes.

24 Q. Was Mr. Stein at all of those meetings?

25 A. Yes.

26 Q. Who drafted the resolutions.

27 MR. FORDYCE: Calls for speculation.

28 THE COURT: Overruled?

1 A. I don't recall as I sit here.

2 THE COURT: It wasn't you though?

3 A. I would partake in some of them I believe, yes but
4 there was over 100 resolutions so who drafted the majority
5 of them or how they were drafted, most of them were drafted
6 before I even came on board. The ones that were drafted
7 during the time when I was general counsel, I participated
8 in it, but no, I didn't type them out.

9 Q. You didn't type them out. Do you have any
10 knowledge about who typed them out?

11 A. It would be speculation at this point but I would
12 think it was Barbara Garcia who was the secretary at
13 Jonathan's law office but also had some position with the
14 tribe, as well.

15 Q. Do you recall how you got copies of these?

16 A. They would have been distributed at the tribal
17 council meeting.

18 Q. You wouldn't have gotten copies beforehand?

19 A. We're talking about over 100 resolutions the vast
20 majority of which I wasn't even the attorney for.

21 Q. Okay.

22 A. If you want to speak to the tribal --

23 Q. Right. Let's just speak to the time that you were
24 involved with the tribal council.

25 A. When I was general counsel, I would have
26 participated in the drafting of them in some form or
27 fashion.

28 Q. Do you recall will that there was another conflict

1 between -- oh. Do you recall any other conflicts that
2 Mr. Stein had with people on the tribal council.

3 MR. FORDYCE: Vague and ambiguous.

4 THE COURT: Overruled?

5 A. He had conflicts with everyone.

6 Q. BY MS. IBARRA: Can you explain some of them.

7 THE COURT: Definite conflicts with you.

8 A. Yes.

9 THE COURT: Okay we'll get to that later?

10 A. I'm sure you will.

11 THE COURT: Yeah?

12 A. He had conflicts with an account ant he ended up
13 leaving us and say he would never work another day with us
14 because being berated by Mr. Stein, there was --

15 Q. Do you recall the name of that person before you
16 move on?

17 A. Not as I sit here today, no.

18 Q. Okay moving on to the next conflict?

19 A. There was a summer intern by the name of the David
20 and he fired him having a big blowup with him, there was
21 eye woman by the name of the Carol Markin who was really
22 nice and had he ended up getting in a big fight with her
23 and terminating her before she left, I can't recall which.

24 THE COURT: She was another attorney or?

25 A. She was another attorney.

26 THE COURT: For whom?

27 A. That is debatable. From what I recall, she was
28 hired on by Jonathan, but never approved by the tribal

1 council, which caused some issues. And so what her exact
2 role was was never I don't believe established, so I think
3 she would have just ended up being paid by Jonathan Stein's
4 law firm. I don't know if she's ever received payment from
5 the tribe.

6 Q. Is there anything else you recall about a
7 conflict?

8 A. Again, there was fights with everyone, there was
9 fights among the tribal council, especially Sam Dunlap who
10 was a tribal council member at the time. There was a time
11 he through a tape across the room and also hit Shirley
12 Machado's sister with it, that was a conflict.

13 Q. Were you present for that?

14 A. Yes.

15 Q. Did that have something to do with tape regard
16 recorder that you had brought in?

17 A. Yes it did.

18 Q. What was taped in the recorder.

19 THE COURT: Why did you bring the tape recorder to
20 the meeting, why would you bring a tape recorder?

21 A. Jonathan's LLC Jonathan Stein had left messages on
22 the my home answering machines and it was back when they
23 had physical tapes in the answer machines so he had stated
24 that he had never terminated me, the tapes on the answering
25 machine were him yelling and physically terminating me.

26 THE COURT: Terminating you as tribal general
27 counsel?

28 A. Yeah.

1 THE COURT: And that was on a voice -- that was on
2 a tape?

3 A. Yeah.

4 THE COURT: Okay so. Okay so why did you need a
5 tape recorder for the subsequent meeting?

6 A. Because he denied that he terminated me, he didn't
7 have the authority to terminate me, only the tribal council
8 did, and so when he terminated me and threatened me and
9 basically told me if I did try to come in as tribal general
10 counsel and didn't accept the termination that he would
11 make my make my life miserable and drag me up to Los
12 Angeles every day for the next 10 years.

13 THE COURT: That was on a tape recordings?

14 A. There were all sorts of things on it but yeah that
15 was on the tape recorder.

16 THE COURT: Do you have that tape recording?

17 A. I believe it's at the tribal council offices with
18 Senator Polanco is where I saw it.

19 MR. FORDYCE: Well Your Honor discovery requested
20 that and that was never turned over so if it exists we can
21 have a fight over that.

22 MS. IBARRA: We can have a fight over what was
23 turned over to the Sheriff's office and then turned over by
24 Mr. Stein to Linda Candalaria so I mean.

25 THE COURT: Oh I see?

26 A. I don't know where it is at this point.

27 MR. FORDYCE: Well we've produced everything we
28 have that tape doesn't exist in our records.

1 THE COURT: Well where was it to begin it, it was
2 first with you, and then you turned it over to whom?

3 A. I turned it over to the tribal council at the
4 tribal council meeting when Jonathan was bringing me up for
5 termination.

6 Q. BY MS. IBARRA: So it became -- just to clarify,
7 it became custody of the tribal council as of the date of
8 that meeting where they were discussing your termination.

9 MR. FORDYCE: Calls for a legal conclusion.

10 THE COURT: Overruled.

11 A. Yes. I left it with the tribal council who heard
12 it in that meeting, it was played in front of everybody.

13 Q. And that meeting, do you recall the approximate
14 date of that meeting, just the month?

15 A. Best estimate would be September of 2006.

16 Q. Was Mr. Stein -- did -- had Mr. Stein resigned
17 from the tribal council at this point?

18 A. From what I recall he had resigned but then he
19 withdrew his resignation so I'm not sure what his status
20 was at the time of that meeting but from what I recall at
21 that meeting, he did resign and throw us all out of his
22 office.

23 Q. Okay. .

24 THE COURT: So why did you bring the tape
25 recorder, you said you brought the type recorder because
26 you were going to play that type for the tribal council?

27 A. Uh-huh.

28 THE COURT: Or you have brought it -- I see so you

1 weren't trying to tape record the meeting or Mr. Stein
2 himself you just wanted to play the tape?

3 A. Correct there had been allegations made by Mr.
4 Stein against me.

5 THE COURT: What allegations?

6 A. Basically that I was incompetent and therefore, I
7 quit and resigned and that he never fired me because he
8 knows he didn't have the power to do so and that he didn't
9 threaten me not to come back and the tapes basically-- they
10 were I think about Five or six phone messages that were
11 quite --.

12 THE COURT: Well tell me what they said?

13 A. They -- it was a Sunday morning, he called my
14 house, screaming and hollering the first one was you stole
15 the checks.

16 THE COURT: You?

17 A. Yeah claiming that I stole the tribe checks and I
18 didn't know what it was referring to, it was about 6:00
19 o'clock in the morning on a Sunday, then he called again as
20 soon as that hung up because my tape only plays so long
21 before it hangs up and then he called back again repeatedly
22 six or seven times in a row leaving me messages each time,
23 each one getting more and more worked up, by the final one
24 it was that -- that final one was the most damage I think
25 because that was the one which stated that I was terminated
26 if I dare tried to contact any of the council members or if
27 I come he would make my life a living hell he was going to
28 sue me, he was going to report me to the *Santa* Monica

1 police department, he was going to do all of these things
2 because I supposedly had stole checks.

3 THE COURT: Was that what was in the six calls.

4 A. Yes. Well like I said they got progressively
5 worse, the first one he was angry and accusing me of
6 stealing checks and with each subsequent message as I
7 recall them, he got worse, he berated me, called me a bunch
8 the names never used foul language but was pretty abusive.

9 Q. BY MS. IBARRA: Ms. Aronson I'm going to direct
10 you to Exhibit 7 one which we've seen, I'll come help you
11 with it it's in the blue binders.

12 MR. FORDYCE: Is that '71.

13 MS. GOAD: It's volume two.

14 THE COURT: Are you going to go over what happened
15 at the meeting with -- with what was said, when the tribal
16 council had these two different versions of what
17 happened.

18 A. Yes.

19 THE COURT: Are you going to go over that because
20 we probably should find out what the tribal council did and
21 said.

22 MS. IBARRA: Yes and I believe this letter was
23 discussed there.

24 THE COURT: All right I just want to know if
25 you're going there otherwise you're leaving this hanging.

26 MS. IBARRA: No.

27 THE COURT: As to what happened with the tribal
28 council.

1 MR. FORDYCE: Well Your Honor this has been --
2 we've introduced this, we have it as an exhibit.

3 THE COURT: Okay.

4 MS. IBARRA: .

5 MR. FORDYCE: And I just recall --.

6 THE COURT: It's already in evidence.

7 MR. FORDYCE: I believe Your Honor.

8 MS. IBARRA: Yes, it is.

9 MR. FORDYCE: But I don't know if it's Plaintiff's
10 7 one.

11 THE COURT: That's fine h Exhibit 71 is fine.

12 MR. FORDYCE: Thank you Your Honor.

13 Q. BY MS. IBARRA: Ms. Aronson are you familiar with
14 this document?

15 A. I am, I mean unanimous in the sense that I've seen
16 it before, absolutely.

17 Q. Did Mr. Stein transmit this to you?

18 A. No this was I believe given to me by the tribal
19 council at either that meeting or a subsequent -- or a
20 prior meeting.

21 Q. So you discussed this with the tribal council?

22 A. Yes. What had happened from my memory is that I
23 believe Shirley Machado gave me a copy of this because
24 Jonathan had given it to the tribal council saying to sign
25 it to terminate me and that's when that meeting was called
26 for in which I ended up bringing the tape because in here it
27 says a bunch of stuff that -- let's see. Basically the
28 tape countered his accusations that I had already resigned

1 and was incompetent and was doing it for other reasons.

2 Q. So just to clarify the timeline, so he leaves you
3 these can we call them abuse messages?

4 A. Sure I would call them bias.

5 Q. So he leaves you abuse voicemail messages and then
6 there's a subsequent tribal council meeting is that
7 correct?

8 A. That's correct.

9 Q. And at that subsequent tribal council meeting is
10 where this letter guests discussed?

11 A. Correct.

12 MR. STEIN: Leading.

13 MR. FORDYCE: Objection leading.

14 MS. IBARRA: Sorry.

15 THE COURT: Sustained. But let's -- so a tribal
16 council meeting is set up and then you're invited to the
17 meeting or you attend them regularly or how does that
18 happen?

19 A. No this was a separate meeting, this was not in
20 the due course, it was a meeting that was called
21 specifically because I had spoke with a couple of the
22 tribal council members and they had said that Jonathan was
23 trying to have me terminated and they wanted to hear my
24 side. So this letter I never specifically addressed buzz
25 they actually had Jonathan go in first and present this
26 letter to the tribal council and tell them why he thought I
27 should be terminated and then when he left, I have went in
28 and answered it one-on-one with the council members, each

1 of his allegations and played them the tape, when he came
2 back and saw the tape after he had been excluded from the
3 meeting is when he ended up getting angry and throwing it.

4 Q. BY MS. IBARRA: So this was a specially said
5 meeting?

6 A. Yes this was not a regularly set meeting.

7 Q. So you didn't call for the meeting?

8 A. No I believe the council had actually called for
9 it because Jonathan, the meeting before, had presented this
10 letter for them to sign, they wanted to hear my side of
11 two.

12 Q. Were you invite today the prior meeting?

13 A. No.

14 Q. So you weren't invited to the prior meeting even
15 though you were still general counsel at the prior
16 meeting?

17 A. Yes.

18 MS. IBARRA: .

19 MR. FORDYCE: Leading Your Honor.

20 THE COURT: Sustained?

21 A. From what I recall, that is true though.

22 Q. BY MS. IBARRA: So were you invited to this
23 meeting.

24 MR. STEIN: Your Honor.

25 MR. FORDYCE: Wouldn't that be stricken ifment
26 objection for leading be sustained.

27 THE COURT: Are you asking for it to be stricken.

28 MR. FORDYCE: Yeah.

1 THE COURT: Okay stricken.

2 MR. FORDYCE: Thank you.

3 THE COURT: Re-ask it.

4 Q. BY MS. IBARRA: Ms. Aronson were you invited to
5 the meeting, the first meeting where this was discussed.

6 MR. FORDYCE: Leading.

7 THE COURT: Overruled?

8 A. From what I recall no, I don't -- I had no
9 knowledge of the first meeting until after it occurred and
10 then Shirley Machado called me and gave know a copy of this
11 letter, that's what I recall. I might have my chronology
12 mixed up but as I sit here today that's what I believe is
13 how it went down. Jonathan had talked to them, called a
14 meeting with them, presented this letter for them to sign,
15 rather than to so Shirley called me, sent me the letter and
16 asked me for my feedback. When I told her my feedback on
17 it, she had spoke to the council and that's when the
18 special meeting was called, that's my memory of it.

19 Q. Were you invited to the second meeting, the second
20 special meeting?

21 A. I was by the council but I was told by Jonathan
22 not to attend.

23 Q. How did he tell you not to attend?

24 A. I don't recall if he called me on my phone or
25 if -- I really don't recall to be honest with you. I
26 remember that it was something I was debating long and hard
27 because to this day, I rue the day that I ever came into
28 contact with this tribe, this has been tremendously

1 stressful on me for a long time.

2 Q. Okay. So and what about Mr. Stein, what about
3 your contact with Mr. Stein.

4 MR. FORDYCE: Vague and ambiguous, unintelligible.

5 THE COURT: Sustained, I don't know it is vague.

6 Q. BY MS. IBARRA: So you don't recall how Mr. Stein
7 disinvested you?

8 A. I believe he called me on my cell phone and
9 threatened me basically not to come to this tribal council
10 meeting and to just quietly go off into the night.

11 THE COURT: What do you mean by threatened?

12 A. He's threatened me so many times Your Honor I
13 can't tell you which one came first and which one came last
14 but there was a time that he threatened that if I call to a
15 tribal council I'd never get any of the pay that was owed
16 to me and I had been 6,000 at that time owed to me, and
17 then he threatened that he was going to call the police and
18 say that I stole checks, after the meeting he said he was
19 going to call the police and say that I illegally taped him
20 which I wasn't real concerned about because he taped
21 himself. There were so many threats and what I would call
22 extortion for me to not keep coming into the office and not
23 to keep advising the council but 11 years later they kind
24 of blur together, it was one nasty interaction.

25 Q. So if you look at page -- at Exhibit 71, would it
26 refresh your recollection as to some of the events that
27 happened?

28 A. I don't know what you mean by that. Each and

1 every one of these was gone through at the time, like the
2 Dunlap Morales settlement. He said I failed to draft a
3 release of claims. From what I recall, he was about to
4 blow up a settlement that we had with the Morales tribe
5 which was basically -- we had gotten about 2.1 million
6 dollars on an investment and Jonathan was not allowing the
7 tribal council to tell the tribal members about this money
8 that had come in, you know for months.

9 THE COURT: Why, what was the theory behind not
10 telling the tribal members.

11 A. Because they owed money to this man who was
12 another section of the Gabrielino-Tongva Tribe, Anthony
13 Morales, I don't know what his judgment was for but we
14 settled it for \$50,000 and Jonathan didn't want it to be
15 released that we got in this money, thinking that Anthony
16 Morales would refuse to settle for 50,000 would want more
17 of those funds. But this was going on for weeks and months
18 and he was putting other tags onto it.

19 THE COURT: Who?

20 A. Mr. Stein was basically saying oh well we can't
21 settle that until he does this or he does that, and I'm
22 like no we need to settle this meeting to settle it now and
23 it's already been agreed to and the last thing that he
24 tried it do was say that there had to be a release for Sam
25 Dunlap who was in bankruptcy and was I believe if I'm not
26 mistaken a debtor on the Anthony Morales litigation and I'm
27 like first of all that was stayed by the bankruptcy court
28 and also it was against the tribal interest to do so at

1 that time but even more than that, once the settlement --
2 the settlement was a complete other settlement.

3 THE COURT: I'm sorry the settlement was?

4 A. The settlement with Morales was a settlement for
5 his fees, it would have completed --.

6 THE COURT: Who's fees?

7 A. Whatever the fees were in this litigation that was
8 prior to my coming on at general counsel. So Anthony
9 Morales had a judgment I believe against Sam Dunlap, some
10 of the other individuals perhaps, and the tribe. And so
11 that was what was trying to be settled but he's saying I
12 didn't -- in this document, the very first thing is saying
13 that I didn't draft a release of claims against Sam
14 Dunlap's bankruptcy, well I didn't represent Sam Dunlap and
15 so that was a point of contention and the general counsel
16 actually -- or the tribal council actually agreed with my
17 advice and so I did everything pursuant to the authority of
18 the council at the time.

19 THE COURT: Who was --?

20 A. I was council and counsel sound exactly alike so I
21 hope that's not confusing.

22 THE COURT: So who was representing Sam Dunlap?

23 A. He had a bankruptcy action with his own bankruptcy
24 attorney.

25 THE COURT: All right.

26 Q. BY MS. IBARRA: Did he ever ask that you represent
27 the tribes interest with respect to the Dunlap bankruptcy.

28 MR. FORDYCE: Objection assumes facts and lacks

1 foundation we've seen document after document that the
2 tribe was not a party to the bankruptcy?

3 A. And I my answer.

4 THE COURT: Overruled?

5 A. Was I don't know, I don't remember.

6 Q. BY MS. IBARRA: You don't remember?

7 A. I do not.

8 Q. And who did the work on the Morales negotiating
9 Morales judgment.

10 MR. FORDYCE: Vague and ambiguous.

11 THE COURT: Overruled?

12 A. From what I understand, Jonathan did the vast
13 majority of the negotiation on that and I just came in and
14 finished it when it almost blew up.

15 Q. And when you said it almost blew up, it's because
16 of the Dunlap thing or are you referring to something else?

17 A. Yeah Jonathan was adding to what was required for
18 Anthony Morales to get the \$50,000 check, I believe it was
19 50,000.

20 Q. Do you want to move on to some of the other issues
21 in the letter?

22 A. It's a pretty long letter.

23 Q. I know. Why don't we skip tribal notebooks and go
24 to tribal contracts. Do you know who --.

25 THE COURT: Can I ask you when it says here you
26 failed to draft a release of claims in Dunlap's bankruptcy
27 or ask for it as part of the settlement papers, I had to do
28 so, who's the I?

1 A. This is prepared by Jonathan so I would assume
2 it's Jonathan Stein but I have no knowledge of him drafting
3 anything for the Dunlap bankruptcy. If he did I had no
4 knowledge of it.

5 Q. Well because the letter is signed bitten tire
6 tribe so when it says I had to do so I don't know --
7 there's a couple references to I had to do so. What is
8 your understanding of the person who is I in there?

9 A. My understanding is this was drafted completely by
10 Jonathan Stein and he wanted me terminated so he would have
11 to have the authority of the tribal council so he drafted
12 this letter and then had it approved by the tribal council,
13 who never signed it.

14 Q. Do you know if Mr. Stein ever drafted documents
15 under other -- for other people's signature that didn't
16 reflect his own signature block?

17 A. Objection vague and ambiguous.

18 THE COURT: Overruled?

19 A. And I really didn't -- I really didn't know what
20 you meant by that question.

21 Q. BY MS. IBARRA: So did he -- did you observe him
22 drafting documents for -- well like in this case, this
23 document is for the signature of the tribal council, right
24 but he's drafting it? Did you have occasion to observe him
25 doing that with other documents.

26 MR. FORDYCE: Vague and ambiguous as to time.

27 Q. BY MS. IBARRA: For other people to sign.

28 THE COURT: Overruled?

1 A. There would have been resolutions, there would
2 have been all sorts of things including agreements,
3 absolutely.

4 Q. BY MS. IBARRA: So you're saying he did that with
5 respect to resolutions?

6 A. I'm sorry?

7 Q. So you said -- so you're testifying that he did
8 that -- I'm trying to clarify your testimony. So he
9 drafted -- you're saying had he drafted resolutions for the
10 tribal council to sign.

11 MR. FORDYCE: Misstates her testimony?

12 A. Yeah.

13 THE COURT: Sustained. Well why don't you go back
14 and ask it.

15 Q. BY MS. IBARRA: Okay so I asked you the question
16 about whether you ever saw him draft documents for other
17 people's signature and then can you --?

18 A. And No, I don't know if he drafted them or if he
19 had Barbara Garcia draft them but of course, it was his
20 office that prepared the vast majority of the resolutions
21 of any agreements with any third parties, any employment
22 contracts, any anything that would have been drafted by --
23 I want to say it would have been prepared by Jonathan
24 Stein's law office or somebody in that office.

25 MR. FORDYCE: Your Honor move to strike, Ms.
26 Aronson has testified.

27 THE COURT: What's the ground for your.

28 MR. FORDYCE: It's -- she lacks foundation.

1 THE COURT: She may, sustained. How does she know
2 this information.

3 Q. BY MS. IBARRA: Yeah, were you -- did you ever
4 work in Mr. Stein's law offices?

5 A. Yes I guess --.

6 THE COURT: Well that's a little vague, were you
7 employed were you physically in the office.

8 MS. IBARRA: Yes were you physically --?

9 A. Let me short cut this if you don't mind.

10 Q. Yes?

11 A. The the tribal council's office was in Jonathan
12 Stein's law office and so we didn't have a separate room
13 or -- there was a conference room which we used for the
14 tribal council meetings, there was a room which had a
15 computer in it that Barbara Garcia, his legal secretary who
16 also again had some relationship to the tribe, I believe
17 she might have been the tribal secretary as well, so we
18 were all in very close quarters. The law office and the
19 tribal offices were one in the same, all documents, all
20 books were, everything was kept at the law office which
21 were the tribal office.

22 Q. There was no separate space allotted for the
23 tribal council or tribal affairs?

24 A. There was drawers and shelves, yes.

25 Q. But not -- there's no physical separation
26 separation from them?

27 A. No.

28 Q. So were you able to observe Ms. Garcia and how she

1 conducted her work?

2 A. Well, actually I worked rather closely with
3 Barbara Garcia when she was the secretary and she, from
4 what I recall, draft the vast majority of anything anybody
5 needed drafting because she was the only one who could
6 type.

7 Q. So did she draft things for Mr. Stein?

8 A. Oh, I'm sorry. I see the look and I take that
9 back. She was the only one who could type out of me, David
10 DeKorte, Carolyn Markin she was the fastest typer and so
11 she --

12 MR. FORDYCE: Your Honor that's ambiguous.

13 THE COURT: No. First of all what look are you
14 referring to?

15 A. I don't know if Jonathan Stein can type or not, I
16 guess I should have not --.

17 THE COURT: So when you say according to their
18 look, what are you referring to? Are you referring to the
19 look on the faces of the counsel who are sitting here?

20 A. Yes I am.

21 MR. FORDYCE: Because it's --

22 THE COURT: Hold on.

23 MR. FORDYCE: Thank you, Your Honor.

24 THE COURT: Was that a yes.

25 A. Yes.

26 MR. FORDYCE: It's a puzzled.

27 THE COURT: And that's the problem. I've been
28 noting that problem over and over again in this trial that

1 every witness that comes up here, one of you two -- usually
2 Mr. Stein is making faces.

3 MR. STEIN: Not today.

4 THE COURT: Making faces at the witnesses, shaking
5 his head.

6 MR. STEIN: Not today.

7 THE COURT: Indicating whether he likes or
8 dislikes a response from the witness, or whether he's
9 encouraging the response or not. Mr. Stein, I've told you
10 over and over not to do it and now.

11 MR. STEIN: And I have not done it.

12 THE COURT: Now we have a witness who claims you
13 have intimidated her.

14 MR. STEIN: And I have not been, Your Honor.

15 THE COURT: And now you're making faces at her.

16 MR. STEIN: And Your Honor I have not been making
17 faces at her. You might ask her about who made faces. I
18 know I have not been making faces at her. Whether Niall
19 Fordyce is doing it, I think he's reacting to the fact that
20 he's testimony so at odds with the rest of the testimony
21 that we've heard.

22 THE COURT: There's no such thing, Mr. Stein.
23 I've observed you doing that.

24 MR. FORDYCE: I just have an objection that
25 there's a basic ambiguity in the witness' testimony that is
26 so puzzling that my reaction was to say, huh.

27 THE COURT: Maybe so, but you need to control.

28 MR. FORDYCE: Okay I will Your Honor.

1 THE COURT: Your faces and your reactions.

2 MR. FORDYCE: I will.

3 THE COURT: Because it's repeatedly happened over
4 and over in this trial. And I think you should be
5 particularly careful when a witness says I've been
6 intimidated over and over by people who are present in the
7 courtroom; okay? So please take care. Monitor yourself,
8 please.

9 MR. STEIN: Your Honor I certainly will do that.
10 I'd like to apologize for any breach of etiquette. I don't
11 think I've had a breach of etiquette today, but the court
12 is exactly right about the past occasions and how --

13 THE COURT: Well, I didn't say it, the witness
14 said it. It wasn't even me who said it. I'm just noting
15 it's happened in the past and the witness herself is now
16 saying it. She's concerned about it.

17 MR. FORDYCE: And if I have, Your Honor, same
18 thing, I apologize and it will not happen again.

19 MR. STEIN: Sure. Your Honor if I may note, I
20 think there's a ambiguity between typing and drafting and
21 the actual substantive --

22 THE COURT: Overruled. If you have an objection I
23 want to hear the objection and the ground. Ambiguity and
24 overruled.

25 MR. STEIN: Very good.

26 THE COURT: You were explaining, ma'am?

27 Q. BY MS. IBARRA: Typing.

28 THE COURT: Typing.

1 A. When it comes to drafting, all of us would put
2 input in in the same room, so I would be present, sometimes
3 Carol Markin would be present, something David I can't
4 remember his last name, sorry there was another gentleman,
5 I believe his last name was court or DeKorte or something
6 of that nature, but in any event, we were all in the same
7 room so when you say drafting, there's somebody who's
8 typing it and we're all participating in its creation.

9 Q. .

10 Q. BY MS. IBARRA: Did Mr. Stein participate in the
11 creation?

12 A. He participated the vast majority of all of the
13 resolutions were drafted, perhaps not typed but drafted by
14 Mr. Stein.

15 Q. And is that the same --.

16 MR. STEIN: Objection calls for speculation.

17 THE COURT: May be, how do you know that Mr. Stein
18 was drafting to, did you see him draft it?

19 A. I was in the room.

20 THE COURT: You were in the room and you saw him
21 drafting it?

22 A. We were all physically together in the same room
23 and we were doing these resolution. In fact there are --.

24 THE COURT: So who was doing the speaking for the
25 text of the resolutions?

26 A. The vast majority of the time Jonathan Stein but
27 there were --.

28 THE COURT: So he wasn't physically typing it but

1 he was dictating is that what you're trying to say?

2 A. Correct.

3 THE COURT: And the others though, you were
4 present, did you have any input in --?

5 A. Absolutely on some, on the vast majority of them
6 no, were resolutions that existed prior to my employment so
7 when you're asking me about the resolutions, I can tell you
8 about the few resolutions that occurred during my pendency
9 as general counsel.

10 MS. IBARRA: Yes?

11 A. And on those the vast majority of those small
12 amount were drafted by Jonathan Stein.

13 Q. And what about the contracts for the tribal
14 council or the tribe.

15 MR. FORDYCE: Vague and ambiguous as to time?

16 A. Besides Libra agreement.

17 THE COURT: Overruled?

18 A. Which I believe was drafted as with Marilyn
19 Barrett's participation, there was there were other outside
20 source that's were drafting the Libra investor agreement
21 but when you say agreements from what I recall there was
22 ate couple of agreements that were for employment, they
23 would have been drafted by Mr. Stein.

24 Q. Moving on to the Lamothe resignation?

25 A. Okay.

26 Q. Was there a settlement with Ms. Lamothe?

27 A. I've got to be honest, I don't recall what
28 happened with Rae. My understanding is she was here and

1 testified so she would be the better person to tell you
2 what that was about.

3 Q. Right. So I'm asking you did you draft anything
4 with respect to her resignation or anything having to do
5 with payment to Ms. Lamothe?

6 A. I don't believe so.

7 Q. Can you look at document '71 on Page 2. Do you
8 see Number 4?

9 A. I don't believe I ever drafted a settlement and
10 termination agreement for Rae Lamothe if I did it would
11 have been only to advise the council as to whether to
12 accept it or not. I didn't draft any such thing.

13 THE COURT: Well it says there you failed meaning
14 you, Ms. Aronson failed?

15 A. Right.

16 THE COURT: Failed to complete the settlement and
17 termination agreement for former tribal general counsel Rae
18 Lamothe. Your draft was completed only after two months
19 and was inappropriate to the deal. It gratuitously awarded
20 Lamothe a month of \$10,000 payments, more than instructed
21 to the preference of the tribe's investors and the tribe.
22 You're saying you didn't do a draft?

23 A. From what I recall, I just approved the resolution
24 and the agreement. I don't believe I ever drafted one, I
25 don't even know as I sit here what the settlement terms
26 were.

27 Q. And you don't know anything about the extra
28 \$10,000 that's referenced here?

1 A. As I sit here today, no I have no idea.

2 Q. Okay.

3 A. But anything that would have been a settlement
4 agreement with Rae Lamothe would have been approved or
5 disapproved by the tribal council.

6 Q. Right. But did you get the terms for that from
7 Mr. Stein?

8 A. I don't even recall the settlement and termination
9 agreement, I thought there was a resolution but I don't
10 recall the actual agreement being drafted by me, if it was
11 it would have been just approved or I would have gave legal
12 advice with regards to it but I wouldn't have personally
13 drafted it.

14 Q. Okay. Moving on to Number 5 which is the Marilyn
15 Barrett mediation, can you read that. It's short can you
16 read it out loud?

17 A. Oh really okay, you pushed -- you referred to me,
18 you pushed for a result and scheduled a mediation with Ms.
19 Barrett and Maguire Woods when a settlement amount will be
20 less if we wait. You were informed that as Mr. Stein has
21 surmised when Ms. Barrett initially demanded 210,000 that
22 Ms. Barrett was leaving Maguire Woods, Mr. Stein had
23 specifically strategized that should this prove to be the
24 case, our settlement amount would be drop by as much as
25 75,000 if we delayed and allowed the claim to get stale.
26 This is exactly what occurred as Ms. Barrett is now with
27 Jeffers, Mangles, Butler & Marmaro and she has obviously
28 settled or finances with Maguire Woods. Nonetheless you

1 sought an early mediation date, you failed to inform Mr.
2 Stein Ms. Barrett switched to a new firm and he only found
3 out by accident over a week after you were informed. Yeah.
4 I think I had referred to this earlier in my testimony.

5 Q. So is this accurate, is this characterization by
6 Mr. Stein accurate?

7 A. Well I think it's funny that he would be giving
8 any legal advice, his contract with the tribe from what I
9 recall specifically said he couldn't give legal advice so
10 here it is admitting that he did.

11 Q. Do you recall other instances when he gave legal
12 advice to the tribe?

13 A. Yes I do but it was so intertwined with every day
14 actions, I mean there was a million different times he gave
15 legal advice to the tribe.

16 Q. So intertwined with every day actions, what do you
17 mean by that?

18 A. As his participation as the chief executive
19 officer of the tribe or however he put it, Santa Monica
20 development.

21 Q. And also -- and what about as your supervisor?

22 A. Well he would veto me constantly and so I would
23 keep bringing things to the council, that's where we
24 started getting in controversy. We would have discussions
25 on different matters likes the next one, the Hollywood Park
26 litigation which --

27 Q. Okay.

28 A. I had received a call with regards to this

1 litigation stating that they wanted to discuss settlement
2 and see what our terms would be and what we were looking
3 for and when I went to go to the tribal council to tell
4 them that, Jonathan forbid me and said no this is -- tell
5 them that I am going to make any discussions with regards
6 to settlement, well I didn't think that would be
7 appropriate and I also didn't think it was appropriate not
8 to advise the tribal council that this proposition had been
9 made. So it was just one of the times we batted heads over
10 it, but in effect, I believe that's giving legal advice to
11 the council plus he wanted to actually negotiate on their
12 behalf as an attorney.

13 MR. STEIN: Objection; calls for expert testimony.

14 MR. FORDYCE: Move to strike.

15 THE COURT: Motion denied, objection overruled.

16 Q. BY MS. IBARRA: Whatever happened to the Hollywood
17 Park litigation?

18 A. I've got to be honest with you, I have no idea, it
19 continued on would you tell me.

20 Q. Were you counsel of record on the Hollywood Park
21 litigation?

22 A. I was.

23 Q. Was Mr. Stein counsel of record?

24 A. I don't believe he was counsel of record, no. I
25 believe it was Rae Lamothe and I took over from Rae
26 Lamothe.

27 Q. But did he direct strategy on litigation.

28 MR. STEIN: Objection leading.

1 THE COURT: Sustained.

2 Q. BY MS. IBARRA: What was his role with respect to
3 the Hollywood Park litigation?

4 A. Quite frankly not much occurred during the summer
5 I was employed as the attorney on the Hollywood Park
6 litigation on that this overture of what the tribe would
7 want for settlement purposes, there was no further
8 communication between me and them and I really don't know
9 how it resolved to be honest.

10 Q. Do you recall how you communicated the settlement
11 negotiations with the tribe?

12 A. I believe at that point we put it onto somebody
13 else.

14 Q. What do you mean put it onto somebody else?

15 A. There was a point where I resigned and as part of
16 that resignation I required that my name be taken off of
17 this litigation so my understanding is the tribe put
18 somebody else on after me. It could have been their next
19 attorneys, I don't know.

20 Q. What is the time frame for this, was it during the
21 same time at this controversy?

22 A. This would have been the summer of 2006.

23 Q. So did you actually resign as a result of this
24 controversy with Mr. Stein?

25 A. As a result of all of our controversies and the
26 threats that he made against me, yeah.

27 Q. And were you ever rehired by the tribe?

28 A. My resignation was never accepted by the tribe

1 because they wouldn't allow me to come off of this the
2 checks as a signatory on the accounts of the tribe, they
3 didn't want it to go to Jonathan Stein so I got deadlocked.

4 Q. Okay. So you stayed on.

5 THE COURT: How did that come about?

6 A. After that meeting where it got very contentious,
7 Mr. Stein had called me and basically said that he is
8 talking to the tribal council, he's going to work thing out
9 with them, I should take the money that is owed so me and
10 leave or He's going to tell some associates that I work
11 with back in San Diego and get a lot of business from
12 negative things about me.

13 THE COURT: Like what?

14 A. Apparently things like what are in this letter I
15 would imagine, he also said that he was going to sue me,
16 drag me up to L.A. on ex parties every single day for the
17 next year, he said that litigation in L.A. never ends, you
18 will never not able to get on with your life as I am
19 finding to be true, and he made several threats about
20 financial ruining me.

21 Q. Did he sue you?

22 A. I'm sorry.

23 Q. Did he sue you?

24 A. Yes he did.

25 THE COURT: In L.A. superior.

26 A. Yes did he.

27 THE COURT: What happened to that lawsuit?

28 A. We defense-d him.

1 Q. BY MS. IBARRA: But he sued you, did he also sue
2 the tribe?

3 A. Yes.

4 Q. So are you talking about something other than this
5 litigation?

6 A. No no I was a named defend in this litigation.
7 When you have say this litigation, I am not a named party
8 in this litigation, this is a separate complaint, I was a
9 defendant in the cross-complaint I believe it was and had
10 to come up here on more times than I can tell you. In fact
11 at one point I think he even put a warrant out for my
12 arrest saying that he served me to come in for a debtor's
13 examination and served me supposedly in L.A. at the new
14 offices where I did not work.

15 Q. So deserve you?

16 A. No I never received notice.

17 Q. But he stated to the court that he had served you?

18 A. He filed a post office with the court stating
19 there was personal service. When I spoke with the process
20 server he have said no he left it at the offices of the
21 tribal council. Tribal council offices were in Los
22 Angeles.

23 THE COURT: Are those his offices?

24 A. No they were offices that were secured by Senator
25 Polanco when he came in as a CEO.

26 THE COURT: Okay so back to the whole bank issue,
27 what happened with that?

28 A. With the bank issue.

1 THE COURT: Right?

2 A. When I had came on --.

3 THE COURT: Your resignation wasn't accepted,
4 let's go back to that one?

5 A. Sure. At the time when I was general counsel I
6 was the sole signatory on one of the accounts and my
7 signature -- I was I believe one of two signatures on the
8 second account. The vast majority of the funds were
9 located in the account in which I was the sole signatory.
10 In order to resign, I would have to have somebody come in
11 and put their name on as a signatory on these accounts.
12 Well one of the things that was discussed was that they
13 would not allow Jonathan Stein to be a signatory on that
14 account nor would they --.

15 THE COURT: They meaning?

16 A. The tribal council.

17 THE COURT: And you're saying this because there
18 was a meeting and this was discussed or how was it that you
19 had come to that understanding?

20 A. Sam Dunlap was the one who originally came down to
21 my offices in San Diego and basically told me that under no
22 circumstances was I allowed to give back the tribal bank
23 records books and records to Jonathan Stein and they would
24 not be replacing me as a signature free on the account
25 until they had another meeting because they would not allow
26 Jonathan Stein to be that signatory.

27 THE COURT: Buff why would they think he was the
28 signatory you were the only one?

1 A. Apparently that was what Jonathan was telling them
2 was that.

3 MR. FORDYCE: Well Your Honor that's hearsay
4 objection?

5 A. It is.

6 MR. FORDYCE: Hearsay.

7 MS. IBARRA: Well he's a party so it's a statement
8 against interest or admission, Stein is it a party.

9 THE COURT: Okay overruled?

10 A. What I was told was that Jonathan was telling them
11 that I resigned and that he was requiring to continue
12 working with the tribe for him to be the sole signatories
13 on the account.

14 THE COURT: And they -- that was the explanation
15 to you as to why they wanted to keep you on the account?

16 A. Correct and that they didn't want me to resign.
17 The only further contact I had with Jonathan specifically
18 was part of my resignation agreement quote unquote was that
19 I would hand the books -- because I had possession of all
20 of the tribal books, all of the resolutions, all of the
21 contracts, all of the documentation at my office in San
22 Diego because when we got kicked out of the office at that
23 one meeting they had had me bring them down in my office
24 for safekeeping and one of the conditions of allowing me to
25 resign been Jonathan was that I bring the books and records
26 back to him and the tribal council members through Sam
27 Dunlap told me absolutely not, do not hand over our
28 records. I was stuck between a rock and a hard place.

1 THE COURT: Okay so they didn't want you to sign
2 over -- or give up your signatory authority on the account?

3 A. Correct.

4 THE COURT: Because they thought that Jonathan was
5 going to become the signatory?

6 A. Well at that point in time there was nobody else
7 who could, it couldn't be a tribal council member, they had
8 at that point nobody else who could step into my shoes
9 other than Jonathan.

10 THE COURT: Oh. Did the SMDC contract provide
11 for that do you know?

12 A. I do not know.

13 THE COURT: Anyway they gave you have those two
14 instructions and so?

15 A. Correct. And that blew up my agreement with
16 Jonathan Stein for my resignation to get out peacefully.

17 Q. BY MS. IBARRA: Can we just go back a little bit,
18 how did those books and records come into your possession?

19 A. Same meeting where Jonathan through the tape
20 recorder against the wall, he kicked us of his offices,
21 meaning you're gone, we're changing the locks, you're not
22 allowed back in his offices. So we gathered up all of the
23 tribal records, which were as much as I can carry, which I
24 would say, oh gosh, I want to say 10 huge binders. And as
25 much documentation, all of the check books, we took
26 everything that we could and we didn't left. What we
27 didn't take, unfortunately was the blood -- the
28 documentation of the --

1 Q. Individual members?

2 A. Individual members, correct.

3 Q. And did you take these records to your office?

4 A. Yeah, I took them down to my office in San Diego
5 because that's what I was instructed to do, there was
6 nowhere else for them to go.

7 Q. And at this point, do you know why the tribe
8 didn't want Mr. Stein to have possession of the tribal
9 records or the checks?

10 A. They no longer trusted him.

11 Q. Do you know why?

12 A. ?

13 A. Because of the comments made at that tribal
14 council meeting among other things. I mean it was a slow
15 degradation over the course of the summer.

16 Q. Okay can we take it in steps, redaction said it
17 was the comments made at the tribal council meeting?

18 A. That was the last and final blowup.

19 Q. What were some of the other things?

20 A. Over the course of the summer, Jonathan and Sam
21 Dunlap had been butting heads the entire time, I have mean
22 he had said some really foul things about him, you have
23 know anti --.

24 THE COURT: Wait a minute when you say he?

25 A. I'm sorry Jonathan Stein had said some really
26 really racist and anti-Muslim statements towards Sam Dunlap
27 and had accused him of all sorts of things.

28 THE COURT: What type of statements are you

1 referring to? Just so you know there's been an allegation
2 that anti-semitic comments were made against Mr. Stein so
3 who's making anti-semitic comments, who's making
4 anti-Muslim comments and what are the comments?

5 A. I had heard anti-Muslim statements made from Mr.
6 Stein to Mr. Dunlap.

7 THE COURT: You overheard that?

8 A. Yeah I was there.

9 THE COURT: What was being said?

10 A. I can't remember the specifics Your Honor, I
11 apologize, I just can't. But I do have recall there was
12 something -- something about him being in Hezbollah or
13 something of that nature but I have to be honest with you,
14 as I sit here today I don't remember the exact statements.

15 THE COURT: It had something to do with Hezbollah
16 is what you remember?

17 A. Saying that Sam was a member of some terrorist
18 group or organization.

19 THE COURT: And what was Sam's response to that?

20 A. They almost came to blows a couple of times, there
21 was sometimes when it got to heated that you know tribal
22 council members were taking Sam out of the room during
23 meetings and Martin Alcala who was one of the council
24 members at the time, him and Mr. Stein almost got in
25 physical altercations and Martin was not a spring chicken
26 at the time, so there was some sometimes when times when it
27 got very heated and very scary.

28 THE COURT: Well did you have hear Mr. Dunlap make

1 any anti-semitic comments against Mr. Stein?

2 A. I never personally hear it, Mr. Stein told me that
3 it he had.

4 THE COURT: Stein told you that but you never
5 personally heard it?

6 A. I never personally heard it, no but when you
7 talked to Jonathan about the statements had he made to Sam,
8 his responsibilities was well he had said this to me but I
9 didn't ever hear that part.

10 THE COURT: So during the -- so there was a
11 reference to anti-semitic comments being made at some other
12 sometime because it wasn't made during the time that the
13 anti-Muslim comments were made?

14 A. Correct.

15 THE COURT: And you don't know about them because
16 you weren't -- you never heard them, you just heard Mr.
17 Stein say that they occurred.

18 A. Correct. And there was something from Sam
19 Dunlap's past too he had a criminal record for
20 something.

21 THE COURT: Yes he testified to that in our trial?

22 A. Okay, that was always being referenced and brought
23 up.

24 THE COURT: Who was always bringing it up?

25 A. Mr. Stein, to Sam.

26 THE COURT: In what context and why?

27 A. As to why they didn't listen. Whenever anybody
28 brought up anything at a council meeting and it was usually

1 Martin Alcala or Sam Dunlap who were disagreeing with Mr.
2 Stein, Mr. Stein would throw this back into Sam Dunlap's
3 face and try to dissuade the council from living to him
4 because he said he was a former convict and shouldn't be
5 participating, so on and so forth, again there were so many
6 things said during the course of these meetings.

7 Q. BY MS. IBARRA: Besides conflicts with Mr. Dunlap,
8 was there any other source of conflict between the tribe
9 and Mr. Stein?

10 A. It was mostly Mr. Dunlap and Mr. Alcala.

11 THE COURT: Were they ever in conflict or they
12 were just jointly were in conflict interest with Mr. Stein?
13 In other words was there any internal conflict?

14 A. No Shirley Dunlap agreed with some things but for
15 the most part, the vast majority of the pages, individual
16 carnal, Adam Loya, Adam Perez, I'm sorry I might have that
17 name wrong, sorry it's been a while. In Mr. Perez and Mr.
18 Loya and Ms. Carmelo generally did not debate the issues,
19 they pretty much wanted advice and then would go from
20 there. Mr. Alcala would get very heated, Mr. Dunlap would
21 get very heated and sometimes Ms. Machado would but I
22 thought she was wonderfully sweet actually so --

23 Q. BY MS. IBARRA: So my original question was why
24 they didn't want Mr. Stein Dove control of the checks or
25 the -- to the to be signatory on the account, was there --
26 and you were going to give me other reasons why besides
27 what was set at that meeting?

28 A. They didn't trust him h they didn't want him to

1 have access to the accounts. This had been over the course
2 of the summer, there had been questions as to some of the
3 things he was deducting as tribal accounts versus his law
4 office account, there were questions as to payments that he
5 wanted made to certain things that they thought were
6 inappropriate, he hired people without their authorization
7 and then wanted to sign checks over to them that were not
8 under the investment agreement or set forth in any of the
9 budgets so there was all sorts of things popping up all
10 summer long as to why I was the signatory on the account
11 and not Mr. Stein.

12 MR. FORDYCE: Move to strike it's all hearsay.

13 THE COURT: Motion is denied.

14 Q. BY MS. IBARRA: So you were a signatory on the
15 account as well?

16 A. I was the sole signatory on the account for the
17 main account and I believe Mr. Stein had a signatory
18 account as well myself on the second account. So the
19 second account is where we put money where we needed a
20 check were not for a certain thing.

21 Q. Did you have knowledge as to how all of the funds
22 were spent on all of the accounts?

23 A. Yes I was the sole signatory and I believe I was
24 the sole person writing the checks on the accounts.

25 Q. So if Mr. Stein wanted an expense to be paid from
26 one of the accounts would you have knowledge of that?

27 A. I would be the only person who would write a
28 check, yes.

1 Q. So you said that he was deducting, can you explain
2 that?

3 A. It was in a ledger for a request to be made to the
4 tribal council for a check would be cut. So all checks had
5 to be pre-approved by the tribal council, so he was keeping
6 a ledger of what he considered his expenses on behalf of
7 the tribe, and when I went through those, there was
8 questions as to many of those expenses as to whether they
9 were really tribal expenses versus personal expenses or his
10 own personal business expenses.

11 Q. Can you give an example?

12 A. As I sit here today?

13 Q. Yes.

14 A. No.

15 Q. But that was your impression at the time?

16 A. It was something we discussed during the course of
17 the tribal council meetings, yes.

18 Q. Did you ever discuss that with Mr. Stein directly?

19 A. There was one point where I went in and spoke with
20 Jonathan and pointed out all of the things that I thought
21 were not and should not be on the list, he agreed, we took
22 it off of the Quickbooks and then a month later I saw the
23 intern was inputting stuff into the Quickbooks and it
24 turned out that he put right back in the things that he
25 deleted the month before.

26 Q. Who was the intern?

27 A. I again do not remember his last name for the life
28 of me but his first name was David.

1 Q. So did you ever put items into the Quickbooks
2 yourself?

3 A. No.

4 Q. So.

5 THE COURT: Did you see David putting the items
6 into the Quickbooks.

7 A. Yes and I --.

8 THE COURT: Did you physically look and see what
9 was being inputted?

10 A. Yes and I spoke to him about it.

11 THE COURT: David or Mr. Stein?

12 A. No David when it was occurring and he said
13 Jonathan had given these to him to put back in -- not to
14 put back but to put in the expenses for the tribe and when
15 I looked and I saw what they were, they were exactly the
16 same entries that we had deleted a month earlier.

17 Q. BY MS. IBARRA: Who inputted stuff into the
18 Quickbooks?

19 A. It was prepared solely by Jonathan Stein and his
20 staff, it would have been prepared sole lie by Jonathan and
21 anybody he had doing it for him.

22 Q. And who would that be, you mentioned David would
23 there be anybody else?

24 A. I would assume Barbara Garcia.

25 Q. Anybody else that you recall?

26 A. Not that I recall.

27 Q. And never you?

28 A. Never.

1 Q. So that was -- did you call them deductions?

2 A. Expenses.

3 Q. Expenses. And you said there was other reasons,
4 other financial reasons, you said there were other checks?

5 A. Oh that -- there was one check he wrote that he
6 didn't have the authority to write to himself and he had at
7 the time at the time stated he had put the wrong check in
8 but the check bounced because the checks weren't in the
9 account that he had a signature on.

10 THE COURT: When you say he are you are referring
11 to?

12 A. I'm sorry Jonathan Stein, so in other words
13 Jonathan wrote himself a check, my understanding was that
14 it was an innocent mistake and he had put the wrong check
15 in his printer and that he was -- his explanation was that
16 he was trying to write himself a check from his own
17 accounts but had the wrong checks in the printer at the
18 time, whether or not that's true I don't know but I do know
19 that the check never cleared.

20 Q. So when you're saying that was his explanation to
21 you?

22 A. Yes.

23 THE COURT: Why didn't the check clear, do you
24 know?

25 A. Because I would have to move money or funds from
26 the main account into the checking account in order for a
27 check to be written I hadn't done so, so the \$50,000 was
28 over the amount in the checking account.

1 THE COURT: Oh it was for a \$50,000 check?

2 A. From what I recall, 50,000, yeah. It was a really
3 large check.

4 Q. BY MS. IBARRA: Was there anything else other than
5 that?

6 A. When I had first came on, I thought it was
7 surprising that they wanted me to -- who they had just met
8 to be their sole signatory on their accounts.

9 THE COURT: They meaning?

10 A. The tribal council.

11 THE COURT: Sorry I'm going to have to clarify?

12 A. Please do, I've lived with this sore so long so I
13 apologize for using pronounce.

14 THE COURT: I understand.

15 A. But I was only with the tribal council a couple of
16 months, perhaps two when they asked me to be the soil
17 signatory on these accounts and the reason was from what I
18 understood they didn't want Jonathan controlling the money,
19 they were afraid for him to be the signatory on the
20 accounts.

21 Q. BY MS. IBARRA: You also mentioned that he asked
22 you to write checks?

23 A. Yes he asked me to sign checks and leave them
24 blank at the office so that if he needed them he could use
25 them because I was coming up from San Diego three days a
26 week but there were days I wasn't there. So he said that
27 he wanted me to leave him blank checks. That I would not
28 do.

1 Q. So blank checks with blank amounts?

2 A. Correct, completely blank amounts and who they
3 should be to blank but with my signature already on them,
4 obviously I'm not going to do that.

5 Q. Okay did you -- did you tell that to the tribal
6 council?

7 A. Yes.

8 Q. And what was their reaction?

9 A. It wasn't told to the tribal council because
10 things happened quickly on that day that I was called on
11 that Sunday about the checks and where those tape
12 recordings came from, it was the Friday before that when a
13 lot of this went down or the week before, I won't even say
14 Friday, because I really don't remember what day of the
15 week it was but he had asked me to leave him blank checks,
16 I tolled them no, he then said he wanted Carolyn Markin who
17 was another --.

18 THE COURT: He meaning?

19 A. Jonathan.

20 THE COURT: Wanted Carol Markin?

21 A. wanted Carol Markin to take over the accounts and
22 do all of the accounting and checking and put her names on
23 it and I said he was going to speak to the tribal council,
24 he for some reason then thought I took the check books with
25 me, I never did, they were still in the office but that was
26 what precipitated that Sunday call, that's when everything
27 blew up, it was a very short period of time though when he
28 wanted me to leave him blank checks, him putting somebody

1 else in charge of the checks or at least purporting to try
2 to and that phone call which was the culmination of
3 everything.

4 Q. BY MS. IBARRA: And do you recall when the meeting
5 took place in relationship to the phone calls, the
6 proximity, was it the next day, next week, next month?

7 A. No there was sometime between, it would have been
8 a week or two so because Jonathan and I were having
9 discussions, I believe he resigned -- and I am sorry, I
10 don't -- I'm not going to speculate, I don't remember the
11 exact chronological events from now, but I believe it was
12 within two weeks.

13 Q. So was it around the same time this letter was
14 written?

15 A. Yes.

16 MR. FORDYCE: Which letter.

17 MS. IBARRA: I'm sorry Exhibit 7 one.

18 MR. FORDYCE: Thank you?

19 A. Exhibit 7 one would have been written between the
20 time Jonathan left those messages on my answering machine
21 and the tribal council meeting in which the tape recordings
22 were played.

23 Q. BY MS. IBARRA: And did you say you saw this
24 letter discussed at that meeting?

25 A. No it was given to me prior to the meeting because
26 apparently Jonathan had presented it to the tribal council
27 to have me terminated when I wasn't there.

28 THE COURT: Before the meeting?

1 A. Correct.

2 THE COURT: Because -- okay?

3 A. So sometime between the time he left those voice
4 messages on my answering machine and the tribal council
5 meeting which I was present, he had had the tribal council
6 meet, presented this letter and wanted them to sign it and
7 terminate me, they didn't and instead called for another
8 meeting in which I would be able to be present.

9 Q. BY MS. IBARRA: So you said you had resigned?

10 A. I had tried to resign.

11 Q. During this time though?

12 A. No. I didn't try to resign until after that whole
13 blowup with the tapes.

14 THE COURT: When you say try to resign, what do
15 you mean because?

16 A. I put a resignation in writing and I had an
17 agreement to resign and the agreement called for me giving
18 the tribal books back to Jonathan and they wouldn't allow
19 me to so that blew up the resignation agreement.

20 THE COURT: I see so you tried to resign, put it
21 in writing, they wouldn't accept it?

22 A. Correct.

23 THE COURT: Because of those circumstances, not
24 returning the books?

25 A. And being the signatory on the account.

26 THE COURT: And the signatory on the account?

27 A. Correct.

28 Q. BY MS. IBARRA: So then this termination was after

1 the failed resignation or before?

2 A. Before.

3 Q. This exhibit '71?

4 A. Well it was never signed so I was never
5 terminated.

6 Q. Right. ?

7 A. Jonathan had tried to terminate me but he didn't
8 have the authority to do so.

9 Q. Can we go back to exhibit '71, Number 7 which is
10 the third page. Number 7?

11 A. The Hollywood Park litigation.

12 Q. This is basically you've already testified to
13 this, unless -- do you have anything else to add, we can go
14 to the next one?

15 A. No nothing to add. I don't know what that's
16 referring to, but no.

17 Q. Number 8, did he give you responsibility for this.

18 THE COURT: Why don't you read it.

19 Q. So Number 8, tribal council meetings, resolutions,
20 notices and minutes, you failed to take responsibilities
21 for the setting of the August and September tribal council
22 meetings. I had to prompt you to to so and then most of
23 the calls were made by Barbara. You failed to get notice
24 completed in a timely manner, you failed to prepared papers
25 for tribal council meetings, including resolutions 101 on
26 the quantum contract. Instead, many of these tasks
27 required excessive involvement of myself and Barbara to
28 complete. Do you recall anything about this?

1 A. No but my memory serves me right, it was all
2 Barbara and Jonathan who did the noticing on the tribal
3 council meetings and things of that nature, that was not
4 my -- I didn't do that from what I recall.

5 Q. What about Number 9, authorized use of a tape
6 recorder. At the September tribal council meeting you
7 allowed use of a tape recorder, putting in danger the
8 confidentiality of our proceedings. Whether or not the
9 tribal council indicated their approval as a lawyer in the
10 group you excised extremely poor legal judgment to allow it
11 to go forward without protest given the sensitive nature of
12 our casino work and tribal council proceedings?

13 A. I've got to be honest I don't even know what
14 that's in reference to as I sit here today.

15 Q. Is this -- would this be relative today the fact
16 that you have brought in those taped messages?

17 A. No this would have been before --

18 MR. FORDYCE: Objection leading.

19 THE COURT: Sustained.

20 Q. BY MS. IBARRA: Do you know this is in reference
21 to?

22 A. I have done know what it's in reference to but it
23 was prior to the meeting in which I brought in the tape
24 recordings so I wouldn't have anything to do with that.

25 Q. Do you recall any discussions about taping
26 meetings?

27 A. I don't. As I sit here today, I don't.

28 Q. Moving on to Number 10.

1 THE COURT: Well did you ever tape record a tribal
2 council meeting?

3 A. Not that I'm aware of.

4 Q. BY MS. IBARRA: Would there have been a legal
5 problem if had you tape recorded it.

6 MR. FORDYCE: Calls for a legal conclusion.

7 THE COURT: Overruled.

8 MS. IBARRA: She's a lawyer?

9 A. I don't think that that -- I think that that if --
10 it's speculation, I would leave that the reason that a tape
11 recorded would be knee needed because one thing was said
12 one day and then the next day something else would be said
13 and due to that there were some people who wanted to record
14 Mr. Stein when he had conferences with them but as I sit
15 here --

16 THE COURT: When you say some people are you
17 referring to tribal council members?

18 A. Tribal council members, especially -- I remember
19 Sam Dunlap something about him wanting to tape record
20 something, but I've got to be honest. As I sit here today
21 I don't specifically what this was or what this was about
22 nor what this is referring to.

23 Q. BY MS. IBARRA: Do you recall any conversations
24 with Mr. Stein about that?

25 A. No, I don't I'm sorry. The only conversations I
26 recall having were with regards to the tape recording that
27 was made on my answering machine, this does not have any
28 reference to that. In fact he wouldn't even have known

1 about those tapes until after this would have been prepared
2 and drafted.

3 THE COURT: So the September tribal council
4 meeting doesn't ring a bell, it's specific, it says at the
5 September tribal council meeting?

6 A. No, I don't.

7 THE COURT: That didn't -- were you present at a
8 September tribal council meeting?

9 A. I could have sworn it blew up at the end of
10 September so we're in the middle of September but I don't
11 have the chronological dates. Did you see anybody -- if
12 somebody would know the date of that tribal meeting.

13 MS. IBARRA: This is been testimony I don't know
14 if it's proper to suggest it.

15 MR. STEIN: Your Honor?

16 A. Oaf you know what Your Honor.

17 MS. IBARRA: Yes?

18 A. I just realized something reading Number 10 it
19 says removal of notebooks from tribal administrative
20 offices, this would have had to have been after that
21 meeting.

22 Q. Okay let's read this, number 10, removal of
23 notebooks from the tribal administrative offices. For the
24 first time in five years tribal council notebooks were
25 removed in tribal administration offices without Mr.
26 Stein's approval, this allows them to be copied to fall
27 into the hands of third parties adverse to the tribe or to
28 otherwise compromise the confidential nature of the

1 information contained?

2 A. You know what? That would have been after -- this
3 letter must have been prepared after that meeting. It
4 could not have been prepared before that meeting Your
5 Honor.

6 THE COURT: Okay?

7 A. So chronologically I was un incorrect I thought
8 this was given to me by Shirley Dunlap prior to that
9 meeting as to why Jonathan was saying I should be
10 terminated but apparently this one was prepared after and
11 it has a date on here, 9/12, '06 I'm not sure if somebody
12 wrote that in if that's true or correct.

13 THE COURT: You think it's handwritten?

14 A. It is so I can't say this would be definitively
15 the date that it was drafted.

16 THE COURT: We don't know who put that on.

17 MS. IBARRA: It's undated right.

18 THE COURT: It's un date?

19 A. But I did see something similar to that prior to
20 the meeting but this is probably the same letter that I saw
21 but added to or beefed up and it would have been beefed up
22 after that meeting because that was the meeting that we
23 removed the notebooks from the tribal offices.

24 Q. So just so I'm clear, is the meeting where there
25 was a throwing of the tape recorder, is that the same
26 meeting where the notebooks were removed?

27 A. As I remember it, yeah. We had so many meetings
28 but I'm pretty sure that was the last straw. That was the

1 last meeting where he kicked us out of his offices and it
2 was when he kicked us out of the offices that we grabbed
3 the books.

4 Q. So it seems here that this is the first -- for the
5 first time in five years tribal council notebooks were
6 removed there the tribal administration offices without Mr.
7 Stein's approval. So before then nobody was able to take
8 any of these notebooks away from the office?

9 A. I don't think there would have been any cause to.
10 Those were the tribal offices up until that point, they
11 would be kept at the tribal offices.

12 Q. I understand. My question is did you ever observe
13 anybody make copies of them or take copies of any of these
14 notebooks?

15 A. No.

16 Q. Can you move on to Number 11, failure to inform
17 tribal council of your relationship with Pechanga casino
18 general manager does that ring a bell?

19 A. I never had a relationship with the Pechanga
20 casino general manager as far as I know, none, zero.

21 Q. So there's nothing more that you want to say about
22 that?

23 A. No.

24 Q. Go to 12, approval of actions by councilmen
25 Dunlap.

26 THE COURT: Hold on, why would that be -- can you
27 think of a reason why -- oh it says an arch political enemy
28 of the tribes effort efforts to gain a casino, is that

1 accurate is the general manager the Pechanga casino an arch
2 enemy of the tribes of effort are?

3 A. I don't know who the general manager of the
4 Pechanga casino is, I mean would that he be an arch enemy,
5 I don't recall I don't have I any relationship nor have I
6 ever had any relationship with Pechanga nor their casino,
7 this is just one of those things that they throw in there
8 to -- my understanding is that this would be put in there
9 to make the tribal council not trust me and think that
10 there's some reason that I'm working behind their
11 interests.

12 MR. FORDYCE: Move to strike calls for speculation
13 no foundation?

14 A. Well this is entire.

15 THE COURT: Why do you think that?

16 A. Because this entire paragraph has absolutely no
17 relationship to reality.

18 THE COURT: Well it says here nor did you inform
19 him of the three times you solicited me to take a meeting
20 with him?

21 A. Exactly.

22 THE COURT: Well what is your understanding of
23 that sentence?

24 A. As if I'm trying to get Jonathan Stein to sell out
25 the tribe and meet with the general manager of Pechanga to
26 come to some deal with them. I don't know but I know that
27 it's not true. I know that it has absolutely zero basis in
28 reality.

1 Q. BY MS. IBARRA: Number 12, approval of actions by
2 Councilman Dunlap that reached revenue participation
3 agreement covenants, you approved two reimbursement to
4 Councilmen Dunlap but I later disapproved and prevented the
5 first was a \$20,000 interest payment to Mr. Dunlap that was
6 not in the investor budget for the first 2.1 million, the
7 second was a 1,300 check for children's comic books. These
8 two reimbursements are clear violations of the covenant of
9 using investor proceeds for purposes other than gaining
10 legal entitlement to a casino. Do you know what this is
11 referring to?

12 A. Well I know nobody received interest payments,
13 that's not true. I know that there was a check that was
14 for comic books but I could have sworn it was to Martin
15 Alcala not to Sam Dunlap, I could be incorrect there, but
16 anything that was written was approved either in the budget
17 or by the council under one of the budget slots. There
18 would be no reason for me to pay a \$20,000 interest payment
19 to anybody. It was the Libra investment group specifically
20 had a contract that stated we weren't allowed to pay
21 interest to anyone or back pay on any of the salaries or
22 anything of that nature.

23 Q. Was Mr. Dunlap paid 50,000 do you recall?

24 A. 50,000? It says 20,000.

25 Q. I'm sorry 20,000?

26 A. If there was a payment for 20,000 it would be in
27 the records but there would be a reason for it and there
28 would have been a resolution for it or there would have

1 been some kind of budget notation as to the cause or the
2 reason for it.

3 Q. Are you saying it was approved?

4 A. I don't have any memory of a \$20,000 to check to
5 Sam Dunlap what I can say with certainty 11 years later was
6 it was not an interest payment, there's no such thing.

7 Q. Was it a reimbursement for something?

8 A. As I sit here today, -- you know and here's the
9 problem is I'm reading this and trying to remember what he
10 stated but everything he stated was incorrect or slanderous
11 or had no basis in reality and so here I am later to try
12 trying to remember if there was a \$20,000 check written, I
13 don't even know that there was a \$20,000 check, I don't
14 know if there was a \$1300 check written, all I know is I
15 would not have placed my name as a signator on a check that
16 was not called for for in the budget or by the council, I
17 just wouldn't.

18 THE COURT: Do we have checks in the record that
19 reflect the \$1300, what is it?

20 A. Comic books.

21 THE COURT: Comic book payment or do we have just
22 somebody's ledger.

23 MS. IBARRA: We've had testimony about -- we've
24 had testimony about that and we have some checks although
25 they're not in the record because they were -- but we do
26 have checks that were attached to Ms. Aronson's declaration
27 and to the motion for summary judgment.

28 THE COURT: I didn't ask you that, I'm asking was

1 there a \$20,000 check we can look at and point to?

2 A. Yeah does anybody have.

3 THE COURT: Is there a \$1300 check that we can
4 look at and point to, both sides.

5 MS. IBARRA: There's a notation in the ledger on
6 the \$13,000 comic books reimbursement.

7 THE COURT: You have mean the 1300.

8 MS. IBARRA: 1300.

9 THE COURT: When you say the ledger is this
10 the --.

11 MS. IBARRA: Yeah.

12 THE COURT: The Quickbooks.

13 MS. IBARRA: The Quickbooks.

14 THE COURT: So there -- I'm talking about an
15 actual check, does anybody have that, defense do you have
16 that, Mr. Stein do you have any of those checks, are they
17 in the record.

18 MR. STEIN: I have ripped the checkup, when I saw
19 it I ripped it up before she could send it to Sam Dunlap.

20 THE COURT: So we don't have such a check.

21 MR. STEIN: So the check never got issues to Sam
22 Dunlap because it was signed by her and I ripped it upright
23 in front of her, put the pieces on her desk with her
24 sitting there.

25 THE COURT: Is that what happened Ms. Aronson Ms.
26 Aronson.

27 A. No Your Honor.

28 THE COURT: That's a complete fabrication.

1 A. Yes Your Honor. I would never write a check to a
2 council member without approval of the council and it being
3 in the budget, why would I do that.

4 THE COURT: What about the \$1300.

5 A. I do recall something for comic books I could have
6 sworn.

7 THE COURT: Okay you have do recall that?

8 A. I could have of sworn Martin Alcala had some comic
9 books and it was under that they wanted to pass out to the
10 children of the tribe or something to that nature but why a
11 check would go to Sam and not Martin would be beyond me.
12 As I sit here today yeah I do have some kind of
13 recollection of a check being written for comic books.

14 Q. BY MS. IBARRA: But not on the second one, the
15 \$20,000 one?

16 A. No and there certainly was no check that was
17 written without the authority of the council that was
18 ripped out by Jonathan Stein, it would --.

19 Q. Moving on to the next page, it says ethical
20 violations, let's start with Number 13, no written retainer
21 agreement. Any lawyer charging more than a thousand to a
22 client is required to have a written retainer agreement.
23 You never finalized and sought signatures of the retainer
24 agreement despite having collected legal fees in excess of
25 \$50,000. Do you have any recollection of this?

26 A. Yeah I had an agreement and I had an resolution
27 from the tribal council prior to me being employed and then
28 when he was made general counsel I had another contract and

1 another agreement and another resolution and another
2 resolution which was signed by council members.

3 Q. So is this false?

4 A. Yes.

5 Q. Number 14?

6 A. Was it a retainer agreement?

7 Q. Yes.

8 A. No it was a contract.

9 Q. It was a resolution ask what you said?

10 A. No there was actually a contract as well that the
11 resolution adopted.

12 Q. But you're not going to call that a retainer
13 agreement?

14 A. No. I don't think you would call it a retainer
15 agreement, a retainer agreement is something you pay to an
16 attorney when you hire them for a contract work and you
17 give them a retainer for something, I was a salaried
18 contract employee.

19 Q. I see.

20 A. That's my definition.

21 Q. Okay. Number 14, failure to withdraw from council
22 discussions of your status, you have actively given legal
23 advice to tribal council and your continuing status is
24 assistant tribal general counsel. After I asked that you
25 resign and asked council to in the alternative terminate
26 you, you never advises the tribal council that they must
27 seek independent legal advice in lieu of your own
28 continuing legal advisements. Is that accurate, do you

1 recall the circumstances?

2 A. I'm not sure what that means or what I'm being
3 alleged as ethically violating on that. Failure to
4 withdraw from council discussions of my status? They asked
5 me to come if nor a hearing on whether I should be
6 terminated and I participated in it, yes, that's it.

7 Q. So this is in reference to the meeting where
8 the -- where the tape recorder was thrown and so forth?

9 A. I imagine so, yes. It's a little ambiguous but I
10 believe that's what it's regarding, yeah.

11 THE COURT: So when it says after I asked you to
12 resign, who asked you to resign?

13 A. Jonathan Stein.

14 THE COURT: So was the I there referring only to
15 Jonathan Stein or is it referring to somebody else?

16 A. Your Honor it's only -- the I is always referring
17 to Jonathan Stein, this was drafted by Jonathan Stein.

18 THE COURT: All right.

19 Q. BY MS. IBARRA: Number 14, conflict of interest
20 number one, advised on your employment, you failed to
21 Visqueen tribal council in your conflict of interest in
22 discussing your own stat you go the tribal council. Is
23 this basically the same?

24 A. Yes, I would imagine that's the same thing.

25 Q. Number 16, conflict of interest Number 2, advising
26 councilmen Dunlap. You failed to advise the tribal council
27 of their conflict of interest in advising Councilmen Dunlap
28 and your private legal concerns that were adversely interest

1 of the tribal council, including his possible need to
2 resign from the tribal council and the possibility that the
3 irregularities in his personal bankruptcy might taint the
4 tribal council. Do you know what this is about?

5 A. I am not aware of any irregularities in his
6 bankruptcy, I have no -- I think he just filed bankruptcy,
7 he had another attorney for that, I was not involved but I
8 don't know what irregularities means in there, what it's
9 alluding to.

10 MS. IBARRA: It's none Your Honor should we.

11 THE COURT: Yeah --?

12 A. Can we go a few more minutes Your Honor and see if
13 we can get through this really quickly.

14 THE COURT: Well we still have cross-examination?

15 A. But if we can do that tomorrow then I might
16 possibly not need to come up a third day.

17 THE COURT: We've got to multiple pages so, I
18 think you are going to have to come back.

19 A. No, I know I'm going to have to come back
20 tomorrow, I was just hoping not to have to come back on
21 Friday.

22 THE COURT: Hopefully not.

23 MS. IBARRA: Just the staff needs a lunch break.

24 MR. STEIN: Your Honor we would like to have equal
25 time, that's all.

26 THE COURT: Well equal time is not the test. Okay
27 thank you. Come back tomorrow, 9:30 or 10?

28 A. 9:30 works for me.

1 THE COURT: Why don't you come at 9:30 because
2 that summary judgment motion had some problems with it. So
3 9:30. Everybody come to court at 9:30, we'll receive you
4 then Ms. Aronson?

5 A. Thank you Your Honor.

6 THE COURT: 9:30 Your Honor.

7 MR. FORDYCE: Thank you Your Honor 12:02 PM.

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