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3 IN A REALTIME PARTIALLY EDITED TRANSCRIPT, YOU MAY
4 SEE THE REPORTER'S RAW SHORTHAND NOTES. CONSEQUENTLY, YOU
5 MAY SEE ERRORS IN CAPITALIZATION AND PUNCTUATION,
6 MISSPELLINGS, SMALL WORDS MISSING (SUCH AS "THE," "IT,"
7 "A"), TRANSPOSED WORDS, DOUBLE WORDS, CONTEXTUAL HEARING
8 MISTAKES, HEARING MISTAKES OF SOUND-ALIKE WORDS, POSSIBLE
9 INCORRECT SPEAKER IDENTIFICATION, AND AT TIMES STENO
10 OUTLINES THAT HAVE NOT BEEN TRANSLATED.

11 BE ASSURED THAT IN THE FINAL EDITED VERSION OF THE
12 TRANSCRIPT, ALL ERRORS ARE CORRECTED. AN UNEDITED OR
13 PARTIALLY EDITED TRANSCRIPT REPRESENTS A FIRST DRAFT AND
14 SHOULD BE USED ACCORDINGLY.

15 THEREFORE, IT IS NOT RECOMMENDED YOU RELY ON THE
16 UNEDITED VERSION AS YOU WOULD A FINAL EVIDENTIARY CERTIFIED
17 TRANSCRIPT. ALTHOUGH AN UNEDITED OR PARTIALLY EDITED
18 TRANSCRIPT WILL BE VERY READABLE AND MOSTLY ACCURATE, IT
19 SHOULD BE USED WITH GREAT CARE.

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1 GABRIELINO-TONGVA TRIBE VS. STEIN, TRIAL DAY 55

2 ROUGH TRIAL TESTIMONY OF JONATHAN STEIN

3 10:02 AM.

4 THE COURT: Yes he understands he's still under
5 oath, right Mr. Stein.

6 A. Yes Your Honor thank you.

7 Q. BY MR. FORDYCE: And Mr. Stein do you have copies
8 of the [SKPEUBTS] there in front of you?

9 A. Yes, I do.

10 Q. I just want to ask you first just a couple of
11 clarification questions from nine testimony of Ms. Garcia
12 that we've just heard. The court asked of the question
13 about how the spreadsheet, exhibit 1560 could get made with
14 the but the supporting documents do not exist, do you see
15 exhibit 1560?

16 A. Yeah we're missing the witness copy of 1560.
17 Forgive me, found it.

18 Q. Can you explain how per the Court's question, the
19 spreadsheet gets when the supporting documents don't exist?

20 A. Yes the supporting documents existed in late 2006
21 when Mr. Johnson made the spreadsheet, Barbara Garcia
22 double checked the numbers into it, and I had input in
23 terms of creating the second and third columns on the
24 spreadsheet.

25 Q. So also Mr. Stein looking at the big redacted
26 exhibit, 1562, the quantum meruit worksheets do you have
27 that in front of you.

28 A. Yes.

1 THE COURT: That's the thick one right.

2 MR. FORDYCE: That is correct Your Honor.

3 Q. BY MR. FORDYCE: And to be clear Mr. Stein who
4 gave the direction as to the redactions that were to take
5 place?

6 A. I did.

7 Q. Ms. Ibarra asked or perhaps the court asked why
8 there would be the need to [TA*BG] an entry such as a
9 tribal council meeting, can you ex provide some explanation
10 as to why the tasks are as they are?

11 A. Yes. After GT Tribe, the current real party in
12 interest sued, the Candalaria group which started as out a
13 financial over cite committee and then was [HR*EBGT]-d by
14 election of about three-quarters of the [known|no one]
15 descendants of the Gabrielino-Tongva Tribe, they were let
16 the record reflect-d and everybody assumed that they were
17 the tribe because so many of the people, everybody but 237
18 members had endorsed them so you had out of 1700 you had
19 over 1500 endorsing them and 237 going with the Dunlap
20 group. So they wanted to get out of the litigation, they
21 wanted to settle out of it, and they did settle out of it.
22 Mr. Johnson prepared exhibit 1560 as a matter of fact as
23 part of the estoppel certificate work as part of that
24 settlement. So then after that, after the election, I
25 began working with the new Candalaria group on the
26 assumption that they were the tribe, having settled out of
27 the litigation and having my debts recognized. Immediately
28 Mr. Polanco and the other group set about following us

1 around, whether it was in Sacramento or in Long Beach or in
2 Garden Grove or back in Compton or in Inglewood or in
3 Fullerton, wherever we went they followed us around and
4 they said listen these guys are not the real tribe, we are
5 the real tribe. And then we'd go about to try to explain
6 to these people who knew nothing about the Gabrielino
7 Indians and were primarily interested casino that we had
8 three quarters of the members and there were many groups
9 including the Morales group and the other groups, a total
10 six groups and that we were only one of six but the
11 biggest. So what happened is it came time to summary
12 judgment in the litigation when we wanted to submit the
13 quantum meruit worksheet and the concern was they were
14 simply going to look at every single name on it and
15 follow-up and undermine any possibility of any Gabrielino
16 Indians getting a casino or any Gabrielino Indians getting
17 federal recognition because their approach was not to
18 compete because they were doing nothing, their approach was
19 only to make sure that we didn't get something so that they
20 didn't look bad.

21 Q. To be clear, this would stretch all the way back
22 to December 15, 2000, in other words those contacts or that
23 contact information?

24 A. The contact information would stretch all the way
25 back from 2000 because once you establish a [ROEUP] with
26 the Inglewood city manager in year 2000 or the Compton city
27 manager in year 2000 you then go back to him again and
28 again as different city council people are [HR*EBGT]-d, as

1 different economic changes arise, we had a major recession
2 occur and during that major recession these people started
3 you know crying uncle and started looking at a casino that
4 they otherwise wouldn't look at because they were in threat
5 of going bankrupt.

6 Q. And H* Mr. Stein a related question that speaks to
7 the redactions as was brought up by Ms. Ibarra in
8 cross-examination of Ms. Garcia, who's privacy interests,
9 or were you trying to protect any privacy interests with
10 these redactions?

11 A. No, no it was purely because they were following
12 us around and trying to understand mind us as every turn,
13 and the reports came back -- wherever we went reports would
14 come back.

15 THE COURT: So that's the reason inform what
16 again?

17 A. For the redactions. We submitted this as part of
18 the Polanco summary judgment so this has already been in
19 evidence I believe in this case and we didn't want them to
20 see that. The if you know [AO*E] thing was is they
21 actually had the information but they didn't photograph it,
22 they had the information in the notebooks but they didn't
23 seem to realize that all of my entire die reef of
24 everything I did for the tribe was in any notebooks and
25 they had taken the [TPHO*EPBZ] so the place where this
26 information can be found, the place where all the pages of
27 Exhibit 15 58 can be found was in the notebook that was in
28 the possession of Elizabeth Aronson and Sam Dunlap and

1 Virginia Carmelo.

2 Q. So in fact Mr. Stein that probably seeds quite
3 well into the questioning. Let's talk more specifically
4 now about quantum meruit. Did you keep a diary of
5 activities as Saint Monica development?

6 A. Yes I did.

7 Q. Can you explain how you kept it?

8 A. I had a very expense expensive program called Time
9 Slips and it had the ability to take any matter, whether
10 it's for a legal client or any economic matter or any
11 political matter for that matter and keep a record of it so
12 it was -- and then it was a program that I constantly
13 updated -- people forget how expensive software used to be
14 back in 2000 and 2001 through 2006, was enormously
15 expensive and you had to update it and if you didn't update
16 the program, often the [PRAPLT] would not work. So I used
17 Time Slips for this purpose, the SMDC purpose, it fit it
18 well.

19 Q. Did you use Time Slips only to keep track of
20 time?

21 A. No I also -- I had two separate -- each client had
22 matters. So I establish a client, Saint Monica development
23 and then one matter was for all the time entries which was
24 [EPT] kept as a diary and then the other matter was for all
25 the costs and expenses and that -- so that -- all the cost
26 and expenses were listed under a separate matter that could
27 be printed out [O*UT] separate [RAOE] Lee and invoiced
28 separately.

1 Q. And did you use this for all your various
2 clients?

3 A. Yes I used it for any legal clients, I use [T-D]
4 for not for profits that I worked for, I used for pro bono
5 work that I've done and I've use [T-D] for rental
6 properties that I own personally.

7 Q. And so you were used it for legal -- well were you
8 using for legal and non legal clients?

9 A. Yes.

10 Q. When when did you stop using Time Slips?

11 A. I stopped using it when I started oozing what was
12 a much better and cheaper program which was the Thomson
13 Reuters program for time and billing.

14 Q. Do you recall when you stopped using Time Slips?

15 A. Somewhere around 2009 or 2010.

16 Q. And you said I have replaced it with west laugh?

17 A. Yes.

18 Q. What do you do you now to keep the time?

19 A. The same -- it's not west law, it's actually
20 Thomson Reuters time and billing.

21 Q. Do you use that the Thomson Reuters to you use
22 that program for purposes other than your law offices?

23 A. Yes, I do.

24 Q. What -- what forum?

25 A. For example I was the authorized representative
26 for paramount studios to license their intellectual
27 property to the gaming industry so I used Time Slips at
28 first for that and then moved it over to the new program

1 and continue to do that today.

2 Q. Let me ask you just about Time Slips, does the
3 fact that you used Time Slips as your primary time keeping
4 and diary program does this indicate that you were doing
5 legal work?

6 A. No.

7 Q. Why not?

8 A. Because it was just simply the program that I had
9 become familiar q they're complicated programs and they can
10 be looked up directly into Quickbooks and they allow you to
11 hand many a great many separate items, be they costs or
12 expenses or charges, and then they printout worksheets like
13 1562 and they also printout invoices like 15 358.

14 Q. I believe you just testified that you've used west
15 law -- well Thomson Reuters and Time Slips for projects
16 including paramount studios license, , rental properties,
17 charitable institutions is this correct?

18 A. Yes.

19 Q. Were these activities outside of your law offices,
20 were they pursuant to any attorney-client relationship?

21 A. No.

22 Q. Let's move on to a slightly different area. Why
23 did you need a diary for the SMDC agreement?

24 A. There were two reasons, the first reason is
25 there's a quantum meruit provision in the SMDC agreement
26 and there -- and it is -- it's based on an hourly rate.

27 Q. We will get to that?

28 A. And then the second reason is -- well there's

1 actually three reasons, the second reason is two parts.
2 The first part of the second [SRAEPB] I began getting
3 involved in politics I immediately ran into people who had
4 gone to jail for bribery or corruption in office, Frank --
5 Mr. Polanco introduced me to like three different guys that
6 I've read about that served in federal [PEPBTD] [TEPB]
7 [RAOEZ] so I began to [RAL] eyes that I need someday sort
8 of diary of what my communication [WR-Z] like in such a
9 dangerous environment. So Time Slips was a very convenient
10 way because I used -- I already mastered how you entered
11 things on it and it had a little pop up timer so you could
12 keep a little icon, click on the icon and just add
13 something, so if I'm in the middle of work on another
14 matter, on a legal matter, let's say, and I get a phone
15 call from a politician who's finally getting back to me
16 after two weeks or whatever and I take the phone call, you
17 have to be able to record what happened in that phone call
18 and Time Slips had that little icon that would just pop up
19 and all day long you'd just add bits and pieces to the same
20 entry for the day. So that diary aspect was important not
21 only to protect myself but also to record what was going on
22 in case I -- you know the -- what I didn't expect would
23 happen was that I have wouldn't get paid and there would
24 have to be something that you have say you know for five
25 years you have worked and didn't get paid, where is your
26 record of what you have did, and Time Slips was a very easy
27 and efficient way of doing that.

28 MS. IBARRA: I'm going to object to the portion

1 about people being in jail, there's no foundation to that.

2 MR. FORDYCE: He has personal knowledge he just
3 testified to having personal knowledge of meeting these
4 people.

5 MS. IBARRA: And also irrelevant.

6 THE COURT: Well how did he know they were in jail
7 though.

8 Q. BY MR. FORDYCE: Mr. Stein how did you know they
9 were in jail?

10 A. Well, Frank Hill -- I had read about it. I don't
11 know if anyone remembers Shrimpgate, but the FBI did a
12 sting in Sacramento that nabbed --

13 MS. IBARRA: Objection. That happened after?

14 A. No, it didn't.

15 MR. FORDYCE: Can he finish his answer, please?

16 A. No, it didn't. It happened right in -- Mr. Hill
17 got caught, went to jail, came out and began working for
18 the City of Vernon and Mr. Polanco introduced me to him to
19 put a casino in the City of Vernon. That was one of the
20 places we looked and that happened early in the
21 relationship.

22 MS. IBARRA: Objection this is time consuming and
23 what's the relevance. We're talking about his Time Slips.

24 MR. FORDYCE: We're talking about why he had a
25 Time Slips program and he specifically said an issue that
26 he understood as soon as he became involved in politics was
27 issues with not keeping proper records and the potential
28 federal criminal liability as a reason he used the Time

1 Slips program. His response was directly responsive to my
2 question and my question was directly relevant as to why he
3 used Time Slips.

4 THE COURT: Okay so the purpose of it is I'm using
5 Time Slips because.

6 MR. FORDYCE: Would you like.

7 THE COURT: I'm working with a lot of felons and I
8 need to -- I need to make sure that I keep my?

9 A. No no.

10 THE COURT: My records?

11 A. That's exactly how you work with people that are
12 difficult, yes Your Honor. And once again.

13 THE COURT: [HR-RBT] and in the event you don't
14 get paid you want to get paid under your contract you want
15 a [KWAUPB] merit argument?

16 A. Yes and so you had to keep -- those were various
17 reasons to keep a diary.

18 THE COURT: All right?

19 A. It was easiest to keep a diary in Time Slips and I
20 kept other things this Time Slips not just this document.

21 MR. FORDYCE: I'll move on.

22 THE COURT: Overruled. The answer will stand.

23 Q. BY MR. FORDYCE: Mr. Stein when did you make each
24 days -- well how far did you make your entries in Time
25 Slips?

26 A. I would get in in the morning, I would pull up an
27 icon to what I was working on and then I could pull up a
28 second and a third icon for each matter I was working on

1 and then add to it as a came back to that matter during the
2 dame. If I didn't do it until the end of day which times
3 sometimes lapped, I would then at the end of the day when
4 my time was winding down, would then entered -- pull up
5 icons then and enter the whole days activities as best I
6 remembered to the end of the day.

7 Q. Over what time period, and I mean kind of
8 globally, what time period did you make the entries for the
9 SMDC agreement in Time Slips?

10 A. I began in December of 2000 when we began
11 seriously negotiating the SMDC agreement and I was spending
12 serious money on Seyfarth Shaw to write the agreement, Mr.
13 Tom Watt was a senior lawyer and Ken Sulzer was a middle
14 level partner, Tom Watt, who did most of the work was a
15 senior level partner and was quite an expensive guy. And
16 so it was getting serious and that's when I began making
17 entries. Did I that all the way through 2006 pretty much
18 on a daily basis until after I was terminated on October 3
19 and October 4.

20 Q. Does the SMDC quantum meruit worksheet exhibit
21 1562 does this speak only to the SMDC agreement for
22 developing the casino?

23 A. Yes yes this. The SMDC client had two matters,
24 one for time, one for cost, all of these entries are
25 from -- are in worksheet form for SMDC's time.

26 Q. Let's move on down to Exhibit 1557 and that's the
27 notebook we were talking. Do you have that notebook up
28 there?

1 A. Yes.

2 Q. Please describe what is this document.

3 THE COURT: Okay I have it.

4 MR. FORDYCE: Go again Mr. Stein what was this
5 document?

6 A. This document it was all the invoices sent by SMDC
7 for GT Tribe. And they were kept in an annual format in
8 2006 when they were kept quarterly, we never got to 2007
9 otherwise we probably would have collapsed 2006 into a
10 single en [TRAO*EPB] tree. Then, -- and there was one set
11 of entries for each year, 2000, one two three four Five and
12 then 0 '06 for each quarter, one two three four, and then
13 that was for the time, then part B was the same periods but
14 for costs and expenses and those were the reimbursable
15 expenses paid by SMDC for the tribe.

16 Q. So A is for the actual work done and G is for the
17 expenses?

18 A. Yes.

19 Q. Costs? Who [SROEFD] joinder content for Exhibit 5
20 57?

21 A. I did. I would printout in invoice form the --
22 which is the 15 58 style, Exhibit 15 58 style, the invoice
23 for each month, I would do it on a monthly basis, I would
24 then printout two copies and happened them to Barbara
25 Garcia. Barbara would put one in the notebook and then
26 give the other one so Rae Lamothe and later Elizabeth
27 Aronson.

28 Q. And Ms. Garcia, does this comport with the

1 testimony had you just heard from Ms. Garcia?

2 A. Yes.

3 Q. When did you start this document?

4 A. This document was started when Barbara Garcia came
5 in, one reason I hired her was she had very good
6 organizational skills, we said okay we need you to
7 organization a number of things the office is doing, some
8 legal, some non-legal, some charitable, some pro bono, some
9 personal rental, and one of the things she did was make
10 this notebook under my direction.

11 Q. And to be absolutely clear, you've been entering
12 time before Ms. Garcia came in, correct?

13 A. The time was all entered in monthly -- it was kept
14 in a red well, when Barbara Garcia had the notebook, we
15 took the first two years worth out of the red well and
16 created a notebook, a three hole punch notebook.

17 Q. Actually I should be more clear, you didn't have
18 to go back -- you've been entering time since the beginning
19 of project, correct, up until Ms. Garcia came on?

20 A. Right. Since December 15th of 2000 I was entering
21 time on a daily basis.

22 Q. And again how many printouts did you do each
23 month?

24 A. Two.

25 Q. And what were the printouts?

26 A. Well actually we did a total of four each month
27 for SMDC, two for the time, one ever which [WERPBT] into
28 the time portion of the [TPHO*EBL], one of which went to

1 Rae Lamothe and gave also Rae Lamothe and a diary of what
2 had occurred in that month for the tribe [TPO*R] for SMDC's
3 contracting work for them. The second set of two was costs
4 and expenses one wasn't in the notebook and one went to Rae
5 Lamothe to show her what reimburse abilities were owed to
6 SMDC.

7 Q. And were time and costs actually separated in the
8 notebook itself?

9 A. Yes and you could do that because since they were
10 set up as separate matters under the same client they would
11 be printed out separately, you would just printout one
12 matter and printout the next matter.

13 Q. And to be clear absolutely clear who was the
14 client?

15 A. SMDC.

16 Q. And again I want your take on this as well as Ms.
17 Garcia's. Did anything happened to the notebook?

18 A. Yes on September 9th.

19 Q. Hold on, did anything happen to the notebook?

20 A. Yes.

21 Q. What happened to the notebook?

22 A. On September 9th, I left the tribal council in the
23 office and they took notebooks for [A*UPLT] all the
24 resolutions, all the resolution notebooks, they took
25 contract notebooks and they even took some of SMDC's
26 notebooks which this one was.

27 Q. How many -- [SOEUR] I've go ahead [*RBGS] please
28 finish?

1 A. The only reason we have this document is because
2 it was on Ms. Garcia's [KPAOUP] -er on on the tribes
3 computer.

4 Q. So in other words if I'm understanding you there
5 was had not a series of copies of this notebook is that
6 correct?

7 A. No there was only one notebook, there was only one
8 notebook.

9 Q. And it's your belief this was taken on September
10 9th?

11 A. Yes.

12 Q. 2006?

13 A. Yes because we came in the next day and it was
14 gone.

15 THE COURT: Wasn't there -- didn't you have guest
16 a writ though and recover these items from the tribe?

17 A. We recovered the items that were counsel down, we
18 did not recover the items that Elizabeth Aronson had in San
19 Diego and we did not recover the items that Virginia
20 Carmelo had in Orange County and we did not recover the
21 items that Sam Dunlap had in Riverside County so we were
22 able to have recover some things there downtown but
23 Elizabeth Aronson according to her September 2006 points
24 she had possession of everything so it was only what was
25 removed from Ms. Aronson's offices in [SAFRPB] [TKAEUG]
26 that made it to down [TOUP], the on place we levied was
27 down [TOUP] we just didn't have enough money to levee down
28 in San Diego, Orange County or Riverside.

1 MS. IBARRA: Objection misstates testimony.

2 THE COURT: What part is misstated.

3 MS. IBARRA: The part of about Ms. Aronson having
4 custody of the documents.

5 THE COURT: Well having everything.

6 MS. IBARRA: Having everything.

7 THE COURT: That's the part [THARDZ] [-PBZ] clear,
8 all right I'll sustain the objection on that grouped other
9 wiles the testimony from recovering items from downtown but
10 believing there were items elsewhere, probably so but what
11 items those were, you don't know do you?

12 A. No as I -- it was mentioned in the -- it was
13 mentioned in Elizabeth Aronson written resignation of
14 September 14, 2006.

15 THE COURT: What items did she have?

16 A. It was mentioned that she still had items down in
17 San Diego as well as having --

18 THE COURT: In her resignation letter?

19 A. Yes.

20 THE COURT: What items? What what the center?

21 MS. IBARRA: Objection as to San Diego?

22 A. The exhibit is in evidence, if I can look at the
23 exhibit I can show you.

24 THE COURT: Sure why don't you show it to him Mr.
25 Fordyce.

26 MR. FORDYCE: Which exhibit do you want?

27 THE COURT: He says he wants Aronson's resignation
28 letter?

1 A. Aronson's resignation letter, September 14th,
2 2006.

3 MR. FORDYCE: Yeah, it will take me a second.
4 Actually, Your Honor we've been going an hour and 20, can I
5 take two minutes to find this and look for it and go to the
6 bathroom?

7 THE COURT: Sure we'll take 10 minutes, you can
8 step down, take a break?

9 A. Thank you.

10 (Break taken.) 11:20 AM to 11:27 AM.

11 THE COURT: Gabrielino versus Stein, BC361307. It
12 looks like you found the letter.

13 MR. FORDYCE: Yes Your Honor it looks like it's
14 Exhibit 67 Five, it's been admitted.

15 THE COURT: Okay let's look at the letter. Is
16 this one already in evidence.

17 THE CLERK: Yes Your Honor.

18 THE COURT: This is Aronson resignation letter,
19 does everybody agree that's what it is.

20 MR. FORDYCE: Yes. Well we certainly agree Your
21 Honor.

22 MS. IBARRA: I believe so.

23 THE COURT: What it [SUZ] are all documents and
24 records in my possession from the tribe, the tribal council
25 and the tribal gaming authority and any electronic or paper
26 copies thereof will be returned to the tribal
27 administration offices. So she returned them?

28 A. No that --.

1 THE COURT: To your offices on September 14th,
2 2006?

3 A. No she --.

4 THE COURT: Oh that's what the [WHRER] appears to
5 say?

6 A. That's correct, she however revoked the letter
7 immediately, her pretext for -- she entered an agreement to
8 resign, she sent a copy by fax that she was resigning and
9 that she would do all these things she then turned right
10 [A*] around and changed her mind and didn't do any of those
11 things.

12 THE COURT: So whatever documents she had, right,
13 so it's just not clear what documents she had she said --?

14 A. Right.

15 THE COURT: Anyway so.

16 MS. IBARRA: And copies of documents it says.

17 THE COURT: So she had some documents, unclear who
18 had what documents.

19 A. Right and her office right side in San Diego which
20 is at the address the Court's are not bad enough we'd like
21 to.

22 MR. FORDYCE: At the top.

23 THE COURT: Well Orange, San Diego, well I don't
24 know what it says, I can't read it, can anybody else read
25 that.

26 MR. FORDYCE: No Your Honor I can't.

27 THE COURT: I think she testified though she had
28 offices in San Diego, if I remember.

1 MS. IBARRA: I think it says Vista.

2 MR. FORDYCE: It might.

3 THE COURT: Vista California yeah would be San
4 Diego County.

5 THE COURT: San Diego area.

6 MR. FORDYCE: So Your Honor are you finished with
7 Mr. Stein for the moment.

8 THE COURT: Yes yes.

9 Q. BY MR. FORDYCE: So Mr. Stein just to be very
10 clear with Exhibit 67 Five is your belief that Ms. Aronson
11 did not in fact return documents as in the numbered
12 Paragraph 2?

13 A. That's correct.

14 Q. Let's move on to the exhibit 569 which is the SMDC
15 agreement. And it's now its own separate agreement as
16 resolutions as the new exhibit, so it's the new 569.

17 THE COURT: We are now --.

18 MR. FORDYCE: Just let me know when you're there
19 Mr. Stein and the court?

20 A. Ready for you.

21 Q. BY MR. FORDYCE: And we'll just cut to the Chase
22 here, if you look at Bates -- there are so many Bates
23 numbers, sort of upper left, lower corner Bates number, if
24 that makes any sense, 216, actually the second page?

25 A. It's also 479.

26 Q. Yes that's absolutely correct?

27 A. 479.

28 Q. So I'll just have you there. You've talked about

1 the notebook. Was there a relationship between the
2 notebook and the SMDC agreement?

3 A. Yes the --.

4 Q. What was the relationship?

5 A. The notebook refers to economic development tasks
6 and scope of work and that mentions Section 1 scope of
7 work, A, scope of work, B economic development tasks.

8 Q. And the economic development tasks under 1-B we've
9 got little I Roman numerals one through I X , 9, correct,
10 only two pages?

11 A. Correct.

12 Q. And these are the economic development tasks that
13 would in some manner be reflected in the notebooks?

14 A. Right. In other words the invoice was for he can
15 development tasks and scope of work in A and that was if
16 you notice it was on Saint Monica development company
17 stationery, not law offices. And then it has the economic
18 development tasks mentions 1-A and B and then the costs and
19 expenses match another part of the document.

20 Q. Right. So in other words -- this is what you're
21 talking about before with how the notebook was assembled,
22 there were basically development tasks and then there were
23 costs and expenses, is that what you're referring to?

24 A. That's correct, the cost and the development tasks
25 were under Section 1-A and B, the expenses were under
26 Section 4 B.

27 Q. And that's on page?

28 A. 48 four.

1 Q. 48 four, right. Actually just as an aside, was
2 there anything else done with the expenses other than just
3 entering them into Time Slips?

4 A. Yeah there was -- at the time Time Slips was --
5 didn't sink up with Quickbooks so you would enter them in Time
6 Slips, print them out at the end of the month. Separately
7 they would be entered into Quickbooks either on a daily
8 basis or at the end of the month.

9 Q. And again I believe Ms. Garcia testified to this
10 you but I'd like it from you, did anyone review the entries
11 that you were making?

12 A. Yes. Rae Lamothe and Elizabeth Aronson would
13 review all the reimbursable expenses, in particular
14 Elizabeth Aronson did a global review from the very
15 beginning through the very end.

16 Q. Okay. .

17 THE COURT: What did she do that?

18 A. She did that in June of 2006, I sat with her while
19 she went over [W*] what she said were double entries or
20 matters she didn't want to put in.

21 THE COURT: She did say [THARBGS] she had some
22 objections to some --.

23 MR. FORDYCE: Your Honor?

24 A. And the explanation [TPR-Z] our session together
25 is is the exhibit that the court would not let in.

26 MR. FORDYCE: That's 15 59?

27 A. Is her handwriting and my handwriting upside down
28 since I was on the other side of the table from her.

1 MR. FORDYCE: Any chance trying again to get that
2 exhibit in.

3 THE COURT: No it [PWAEPBT].

4 MR. FORDYCE: Understood Your Honor.

5 THE COURT: It wasn't introduced -- it wasn't
6 presented earlier and it could have been used when Aronson
7 was here he was et cetera and it's much too late.

8 A. Yes Your Honor.

9 MS. IBARRA: And I'm going to object to any
10 characterizations of her testimony as to the time frame,
11 she did testify that she reviewed the Quickbooks. I don't
12 recall that she testified about reviewing Time Slips.

13 MR. FORDYCE: Zero she most certainly did?

14 A. I was testifying from my own memory.

15 THE COURT: Well I remember her testifying, just
16 so you have recollection what I remember, I remember her
17 saying that she had objected to -- an entry in Quickbooks
18 and she had mentioned to Mr. Stein I think this entry
19 shouldn't be attributed as an expense to the tribe and you
20 need to take it out or she took it out or something to that
21 effect and then she saw either Mr. Stein or David DeKorte?

22 A. DeKorte.

23 MS. IBARRA: DeKorte.

24 THE COURT: Re entering the [SAEUPLT] information
25 after she had asked for it to be removed so that was of the
26 extent of what I remember her testimony was, she didn't say
27 she reviewed all the bills or anything like that I just
28 remember that particular testimony that she had reviewed

1 something that she objected to and had asked that it not be
2 attributed to any tribe expenses.

3 MS. IBARRA: That's right.

4 THE COURT: But that was all I were about her
5 testimony.

6 MS. IBARRA: That's what I recall too without
7 reviewing the testimony, the transcript.

8 Q. BY MR. STEIN: Mr. Stein do you recall that
9 testimony?

10 A. Well, I recall sitting with her rather than the
11 testimony.

12 Q. And when Ms. Aronson said she disapproved of a
13 particular line item, what was your response to it if you
14 remember generally?

15 A. Well she went through everything that I had --
16 that was in the reimbursable amounts for the tribe in
17 Quickbooks from 2001 forward and once again this is from
18 sitting with her and reviewing the worksheet style printout
19 in Quickbooks and reviewing the worksheet style printout in
20 Time Slips and hearing her objection, and she had various
21 rationales for why the tribe should not have reimburse
22 various expenses and I simply found her so difficult to
23 deal with that I just said yes to whatever she said so when
24 she [WHAUBT] today take something else because it was a
25 double entry, I showed her it wasn't a double entry we were
26 talking about two trips to Sacramento she said it looks
27 like a double entry to me I said fine take it out.

28 Q. And this was just to [R*E] astride eye?

1 A. Yes there were so [TPHUFPLT] usurp 280 [THOUFD] of
2 worth of the [SERBS] [-Z].

3 Q. And we just testified that Aronson testified that
4 Mr. DeKorte or someone re entered the entries no [SKW*EUBG]
5 [TKO*UR] do you have thank you recollection of it.

6 THE COURT: Can I [SKPUF] a question, the
7 recollection of the testimony or having had it ham.

8 MR. FORDYCE: I think we just heard the Court's?

9 A. No.

10 MR. FORDYCE: Go ahead.

11 MS. IBARRA: Is there a question pending.

12 MR. FORDYCE: Hang on. Do you recall that
13 testimony?

14 A. No.

15 Q. Well let me ask you about the event itself. Do
16 you recall Aronson's Quickbooks removals being re-entered?
17 I'm sorry, the line items that were removed being reentered
18 into Quickbooks?

19 A. I recall the incident.

20 Q. And what's your recollection?

21 A. My recollection is that we tried to get David
22 DeKorte to do Quickbooks entries and he was really bad at
23 it and Aronson took his -- the fact that he just was not
24 particularly skilled with any software as somehow he was re
25 entering Old stuff and he really wasn't, he was just not
26 doing a good job at all, so we stopped there. The goal of
27 having him do that was to try to save money on the \$125
28 rate for Elizabeth Aronson to do work that could be done.

1 We tried Mr. DeKorte, that didn't work, so we brought in
2 Carol Markin to work for \$35 an hour instead of \$125 an
3 hour to do the same work.

4 Q. Did Ms. Markin do a better job than Ms. Aronson?

5 A. She was a graduate of business school, she did a
6 much better job, but Ms. Aronson objected to the cut back
7 in her hours and that became yet another source of friction
8 between Ms. Aronson and herself.

9 Q. And Ms. Markin did a better job than Mr.
10 DeKorte?

11 A. I think a trained monkey could have done a better
12 job than Mr. DeKorte, I hate to say. He's very skilled
13 with legal reasoning, not too skilled with software.

14 Q. Let's get back to the legal agreement. Let's get
15 back to Bates zero 49 two which has the section 15
16 severability provision do you see that?

17 A. It's actually on page 49 two going over to 49
18 three.

19 Q. That's correct going over to 49 three. Actually
20 lied like you to read -- it's not that long, I'd like you
21 to read the whole provision into the record please?

22 A. Okay.

23 THE COURT: Which one.

24 MR. STEIN: The severability provision Your Honor.

25 THE COURT: Okay?

26 A. Okay. In case any one or more of the provision
27 **[-PTZ]** containing this agreement shall for any reason be
28 held to be invalid, illegal or unenforceable in any

1 respect, such invalidity, illegality or unenforceability
2 shall not effect any other provision of this agreement
3 shall which shall be construed as if the provision had
4 never been part of this agreement [PROEFT]-d that if the 10
5 percent incentive is deemed un enforceable for any reason,
6 developer shall be entitled to the appreciated amount as
7 compensation into lieu thereof, and if both the 10 percent
8 incentive and the appreciated amount are deemed un
9 enforceable for any reason, the parties agree that a
10 quantum meruit remedy of \$875 per hour times the number of
11 hours worked is reasonable compensation for services
12 provided by developer pursuant to this agreement.

13 Q. Okay Mr. Stein what does this mean?

14 A. This means that if the court follows the advise of
15 Mr. Margolis and hold this contract to be invoiced then the
16 tribe has agreed I should be compensated for \$875 per hour
17 for all the hours I've work.

18 Q. And that was in quantum meruit correct?

19 A. And that would be in quantum meruit which is only
20 relevant if the agreement is held to be enforceable as Mr.
21 Margolis' testimony recommends.

22 Q. And why was this important at the time of the
23 drafting and entry into the agreement?

24 A. It was important because the possibility came up
25 that the tribe try to use could have been immunity or some
26 other theory in violation of Section 19 and not pay what it
27 had to pay. And that's exactly what happened here, it's
28 been 11 years and been been paid and you've spent hundreds

1 of thousands of dollars trying to enforce this agreement
2 and I still don't have a dime.

3 Q. Was this true and accurate --

4 THE COURT: Well they did pay you some expenses,
5 my understanding was, I thought you have had testified you
6 paid some of the outstanding expenses, 200,000 or
7 something?

8 A. When they termed the agreement this October of
9 2006, from that date I have not been paid a time and it's
10 now about 11 years, so the 11 years referred from October
11 of 2006 when they terminated the agreement.

12 MS. IBARRA: Nonresponsive the Court's question
13 was they paid part of --.

14 THE COURT: Well I understood what he's saying is
15 all of the fees have been paid up until October 2006?

16 A. Right.

17 THE COURT: But that after ward, so I'm -- and so
18 I'm making the assumption on that testimony because that's
19 where it leads me is that the 200,000 represents expenses
20 from 2000 [#20*] to 2006.

21 MR. FORDYCE: Can I ask a clarifying question Your
22 Honor.

23 THE COURT: Okay.

24 Q. BY MR. FORDYCE: Mr. Stein were all fees to SMDC,
25 let first address development task fees, were all feels
26 paid that were owed to SMDC up through October 2006?

27 A. No.

28 Q. Okay.

1 THE COURT: See that --.

2 MR. FORDYCE: I'll stop you there, were all
3 expenses owed to SMDC up through October 2006 paid?

4 A. No.

5 Q. Okay so I just [WAUFRPBLT] to be very clear on
6 that.

7 THE COURT: So I misunderstood that, I thought
8 when when Mr. Stein testified he have got paid it was all
9 the expenses up until October of 2006, you're saying now
10 that that's not accurate?

11 A. It never was Your Honor I paid.

12 THE COURT: So what is --?

13 A. \$31,000 worth of expense, there were about 28
14 \$6,000 worth of expenses of which 31,000 was paid.

15 Q. BY MR. FORDYCE: So Mr. Stein?

16 A. And Seyfarth final account shows exact numbers.
17 In addition there were about \$1.9 million worth of fees,
18 monthly fees that were supposed to be paid, only 130,000
19 were paid and again the exact numbers are in the Seyfarth
20 account stated.

21 MS. IBARRA: Seyfarth account stated.

22 MR. FORDYCE: Yeah that was already in evidence.

23 THE COURT: Seyfarth ability stated, they weren't
24 keeping an account, that's not how an account stated is?

25 A. No no an account stated is any statement saying
26 you owe us this much money and if you don't respond to it
27 you're agreeing you owe this much money.

28 THE COURT: No the exact [SAEUT]-d would be the

1 account holder, so it would be you state to go your client,
2 this is how much my records show as opposed to Seyfarth
3 Shaw?

4 A. Seyfarth Shaw was my attorney -- was SMDC's
5 attorneys.

6 THE COURT: Yes, I understand that, but that's not
7 an account stated as far as I can tell, but you can brief
8 that at the end of the case I suppose?

9 A. There's an account stated cause of action.

10 Q. BY MR. FORDYCE: Mr. Stein, getting back to
11 Section 15, severability, is it your belief that this was
12 true and accurate when it was drafted?

13 A. Yes.

14 Q. And I will not take the time to walk through the
15 court can deal with the testimony and the documents as the
16 court sees fit but there were resolutions amending the SMDC
17 agreement do you recall Resolution 10 on March 4, 2001?

18 A. That Resolution 10, March 4, 20 2001, approved
19 the SMDC agreement including this clause.

20 Q. And was that true and accurate to your belief when
21 that resolution was adopted?

22 A. Yes.

23 Q. Resolution 20 took place on April 29, 2001, can
24 you explain the relationship of resolution 20 to this
25 provision?

26 A. Resolution 20 ratified the agreement after Ed
27 Hamburger came on bother adds tribal general counsel and
28 approved all of its terms and [K-BZ] including the quantum

1 merit.

2 MS. IBARRA: Objection there's no signature to --
3 and no testimony about.

4 MR. FORDYCE: Testimony will speak for itself.

5 THE COURT: It assumes facts not in evidence.

6 MS. IBARRA: It assumes facts not in evidence.

7 THE COURT: Let's put it this way if any of the
8 facts that Mr. Stein purports to [TA*EUPBG] testify to,
9 have no basis in the evidences, then the court will just
10 disregard it and find it not to be true so simply because
11 he states it to be true doesn't mean it's true, I will
12 ultimately decide whether that fact is true and.

13 MR. FORDYCE: And Your Honor just for the
14 [SHRAOUFT] accurate?

15 A. And Your Honor --.

16 MR. FORDYCE: [THAPBG] on Jonathan let me just do
17 this as [AUR] your, resolution 20 is absolutely ex [KAOUFT]
18 [SKP-D] it's Exhibit 15 -- it looks like 15 45, maybe it's
19 1546 but resolution 20 whatever we've marked it as [TPHO*U]
20 it's signed.

21 MS. IBARRA: But not by Mr. Hamburger so is
22 Resolution 10 appoints Mr. Otto and all these things happen
23 and it's find.

24 Q. BY MR. FORDYCE: So Mr. Stein resolution 37 on
25 January 27th, 2002, do you recall that resolution?

26 A. Yes. That was an amendment and modification that
27 Rae Lamothe drafted and it was approved by the tribal
28 council and it also ratified the SMDC agreement including

1 the quantum meruit provision.

2 Q. Is it your belief that was true and accurate when
3 it was drafted and adopted?

4 A. And it is true and accurate on January 27, 2002,
5 yes.

6 Q. And true and accurate today?

7 A. Yes.

8 Q. Same for resolution 20, do you believe that's true
9 and accurate today?

10 A. Yes.

11 Q. Same for Resolution 10 do you believe that's true
12 and accurate today?

13 A. Yes.

14 Q. Finally Resolution 46 is from September 28 2003,
15 do you recall this resolution?

16 A. Yes. It [PHA*EUPL] made further amendments that
17 Rae Lamothe [WAUBTS]-d for the agreement and also ratified
18 the agreement as amended including the quantum meruit
19 provision.

20 Q. Was it true and accurate on September 28, 2003 to
21 your belief?

22 A. Yes.

23 Q. Was it true and accurate today to your belief?

24 A. Yes.

25 Q. Let me ask you, why is the [HAOUR] Lee rate, the
26 '87 Five an hour, why is that -- well, why is that so high?

27 A. It was a risk related rate, it was the risk that I
28 would not get paid by GT Tribe or ever even lays money. In

1 this case I raised the money and I still didn't get paid so
2 the 75 an hour was a risk related rate well above the
3 regulated value for my time.

4 Q. So let's go ahead and move on to another exhibit
5 that we've introduced today for 15 58 for the time being I
6 think we can put away 569. And Mr. Stein do you have 15 58
7 in front of you. So again just foundation Mr. Stein have
8 you seen this document before?

9 A. Yes.

10 Q. What is it?

11 A. This is a portion of a 16 three-page printout in
12 invoice format of all the invoices from [SPHAOPBT]
13 development company to GT Tribe [TKO*].

14 Q. Do you recall?

15 A. Or I should say from Mr. Stein for SMDC.

16 Q. Do you recall why this document was prepared
17 [-FRPL] this was prepared when there was a controversy in
18 front of Judge Aragon over whether resignation occurred in
19 September -- on September 9th or whether the SMDC agreement
20 was termed on October 3, there seemed to be a great deal of
21 confusion between resigning as an officer of a non existent
22 entity and terminating an agreement that had been proved six
23 times.

24 THE COURT: Which lawsuit was that, that was the
25 very first lawsuit right?

26 A. This one, this is the same lawsuit we have today.

27 THE COURT: Because there's been a number of
28 [SAOUFTS] and -- [STPHAO*EUFRPLT]?

1 A. They're all consolidated.

2 MS. IBARRA: Yeah they're all part of this at some
3 point?

4 A. Only some pleadings have been tried and other
5 pleadings have not been tried, we're hopefully remedying
6 that now.

7 Q. So Mr. Stein is there a reason that this exhibit
8 15 '88 starts in September 2006?

9 A. Yeah it covers --

10 Q. What is the reason?

11 A. The reason is it covers of the period leading up
12 to September 9th and leading up to the October 3 and it's a
13 diary of all the events that occurred.

14 Q. Okay. Do you see the marks on the document,
15 they're -- I don't know they might be pen, they meeting
16 highlighted, I'm not sure. Do you see those marks?

17 A. Yes.

18 Q. On that page -- oh by the way, do you see at the
19 bottom it says Exhibit C dash one and C2-C3 et cetera et
20 cetera, do you see that at the bottom of the page after
21 exhibit E?

22 A. Yes.

23 Q. Do you know who made those marks?

24 A. Those are Barbara Garcia.

25 Q. Now turning to the next page it says C2 second
26 bottom it, do you see those squiggly lines?

27 A. Yes.

28 Q. What are those?

1 A. Those are Sharpie lines that I put out for
2 reference of the court.

3 Q. What do they mean to you?

4 A. They were pointing out the various important
5 points lead to go the difference between the September 9th
6 resignation and the October 3 termination and Sheppard
7 Mullin walls the one that wrote the October 3 letter so it
8 also represents communications with Sheppard Mullin.

9 Q. So the ones that are lined what do they speak to
10 and what I'm looking for is for the record?

11 A. Just what I said.

12 Q. The entries that are lined, what do they speak to?

13 A. Just what I said.

14 Q. Okay.

15 THE COURT: Relate to your resignation, is that
16 what it is?

17 A. Resignation and then the SMDC termination and also
18 the communication with Sheppard Mullin which basically said
19 well you resigned September 9th but we -- the SMDC
20 agreement was not terminated until October 3 and they wrote
21 a letter to that effect.

22 Q. BY MR. FORDYCE: And again just kind of looking at
23 this exhibit as a whole, the eight pages or so, what does
24 this mean to you?

25 A. This was a portion of the larger 16 three-page
26 document, it was the only portion I could find that was not
27 redacted, I looked -- I must have spent 30 hours over the
28 course of the trial in null and January and February trying

1 to find the unredacted version which in fact Plaintiffs
2 have, I mean Plaintiffs have the unredacted version but I
3 couldn't find it.

4 MS. IBARRA: Objection lacks foundation.

5 THE COURT: Sustained.

6 MS. IBARRA: Lacks --.

7 Q. BY MR. FORDYCE: Mr. Stein do you believe the
8 Plaintiffs have -- or would be more likely to have the
9 actual unredacted version than SMDC?

10 A. Yes they -- they took the notebook.

11 Q. Why do you believe that?

12 A. They took the notebook -- yes I believe that
13 because they took the nobody out of the office and we never
14 got it back, the levee, down pound did not produce that
15 notebook.

16 Q. Why did you keep the -- why did you keep the
17 format that you have here, why was this used?

18 A. The [TOERPL] format here this is the [SROEUF]
19 format for the actual monthly invoices and there was a fee
20 [TAUR] in Time Slips that allowed to you printout out
21 invoices in a single document.

22 Q. Uh-huh. And this shows [-L] 75 an hour, correct?

23 A. Right the [-FRPL] hourly rate was set for 675
24 matches section 15 of the SMDC agreement.

25 Q. Now we see that this really only does cover from
26 September 6, 2006 through the last entry is October 4,
27 2006, is there another reason that these dates are
28 represented in this exhibit, other than just being the only

1 thing you can find?

2 A. No I think I fully explained that.

3 Q. So looking at the very last page just to be clear
4 because I have felt it wasn't particularly clear in Ms.
5 Garcia's testimony you've got hour slash rate and an
6 amount, two columns, professional services renders, eight
7 [#5*] 182 point 29 hours, what does that number represent?

8 A. That represents over 5018 two hours spent doing
9 the economic development tasks within the scope of work.

10 Q. Over what time period?

11 A. This time period was for January of 2001 through
12 October 4 of 2006.

13 Q. And then similar questions for the amount, we see
14 4,000,000 Five 29,000 49 \$4 seven one cent, what does this
15 number represent?

16 A. That is all the charges at eight 675 [APBLG] hour
17 for the 5018 two point 29 hours.

18 Q. Does it also include costs and [SP*PBS] [-Z]?

19 A. No the costs and expenses were a separate mat
20 [SKPER] a separate printout.

21 Q. Okay. I know we're getting very close to
22 [do not|done], I think -- well let me ask you this Mr.

23 Stein: Did you do the work?

24 A. Yes, I did.

25 Q. Did the [KHRAOEUPB] benefit?

26 A. Yes the Gabrielino tribe was brought to the
27 attention of 30 or 40 different cities in Los Angeles
28 County and Orange County, it was brought to the attention

1 of Sacramento, we had a number of draft bills, not only the
2 draft bill SB 175, but two predecessor bills that Mervyn
3 Dimely drafted. We pulled together a great team of about
4 20 professionals, we had Marnel architects who had done the
5 Rio and a project in Las Vegas. We had Gensler architects
6 that did staples center at one point. We had PR people, we
7 had lobbyists, we went to every financier I could think of,
8 not only domestically but internationally. In 2003 we
9 almost did a deal with the guy who build the first casino
10 in Macab.

11 Q. Let me be clear, when you say we, we, we, who do
12 you mean?

13 A. SMDC as contractor for GT Tribe.

14 Q. Sorry please continue.

15 THE COURT: All right so brought to the attention
16 of cities, politicians, there were two bills, 20
17 professionals?

18 A. About 20 professionals.

19 THE COURT: And investors?

20 A. And we later have more of a detailed amounts but
21 I'm just answering the question now in general terms.

22 THE COURT: And then investors I think is where
23 you left off right.

24 MR. FORDYCE: Yep.

25 A. Yes.

26 THE COURT: Okay?

27 A. And we had meeting after meeting. There are
28 approximately 300 investors in the casino industry and they

1 meet once a year. [TEUFS] always invited to go to a very
2 expensive meeting for free because so many of them were
3 interested in us so Deutsch bank, J P Morgan, Morgan
4 Stanley, Goldman Sachs were all interested because they
5 hoped that a casino could be built and in the meanwhile for
6 me to get 5,000,000, 10,000,000, \$21,000,000 was well below
7 theirs, what they were interested in, they were interested
8 in getting the casino buzz to have get that job they were
9 more than happy to refer me to these 300 investors, I have
10 think of ended up speaking to probably '80 or 90 percent of
11 those investors.

12 Q. .

13 Q. BY MR. FORDYCE: So Mr. Stein putting aside all of
14 the horrible things that have been said about you during
15 this trial, have you actually heard any testimony that said
16 you didn't do the work?

17 A. Well, the court can decide what testimony has been
18 said.

19 Q. I'm just asking you, have you heard that
20 testimony?

21 A. No. Nobody -- everybody said what a big jerk I
22 was, everybody said how nasty I was and how wrong I was
23 about everything and how I committed fraud, but nobody
24 questioned the fact that an extraordinary amount of work
25 over 5,100 hours was done for GT Tribe in an effort to get
26 a casino. And in fact we did raise the only money ever
27 given to the Gabrielino-Tongva Tribe ever for a casino
28 project was raised by me.

1 Q. And what was that money?

2 A. That was the Libra funding.

3 Q. How much?

4 A. \$2,197,000.

5 Q. Okay.

6 A. I'm sorry \$2,150,000 that would then earn interest
7 of about 45,000 more dollars.

8 MR. FORDYCE: Okay Your Honor it's noon I've got a
9 couple more exhibits to go through this would seem to be a
10 good logical stopping point.

11 THE COURT: Yeah let's stop now and we'll continue
12 tomorrow.

13 MR. FORDYCE: Thank you Your Honor.

14 THE COURT: Tomorrow I don't know what my
15 calendar.

16 THE CLERK: Nine 45 Your Honor.

17 THE COURT: Can we just make it 9:30 or 10.

18 MR. FORDYCE: 10.

19 THE CLERK: 10.

20 THE COURT: 10:00 o'clock.

21 MS. IBARRA: And so are we going to have more
22 witnesses on Wednesday and Thursday.

23 MR. FORDYCE: Mr. Stein.

24 THE COURT: I thought we were just -- it was just
25 Mr. Stein and Mr. Johnson?

26 A. Mr. Johnson will be here on Friday.

27 THE COURT: Friday, right?

28 A. I would probably be testifying straight through I

1 have got to do the IGRA analysis it's not long, short and
2 simple we've to [R*E] bust Ms. Aronson, Ms. Barrett and
3 [TWADEF] the presentation of what if, if you take this time
4 period how much is owed under the SMDC agreement.

5 THE COURT: Well what do you mean what if, I think
6 we had -- don't we have the analysis already on that?

7 A. No we don't have the amounts owed. They're saying
8 that in 2004 an attorney-client relationship is formed and
9 nothing should be given after that date. Other than they
10 say oh no no no you back date it to 2000, what Mr. Mills'
11 point was you give him the date and then what we want to
12 know is we show the amounts for those dates because there's
13 only a handful of exhibits put in saying an attorney-client
14 relationship was formed.

15 THE COURT: I see, so you want to pinpoint the
16 numbers based on when a relationship has been started or
17 possibly have started or whatever.

18 MR. FORDYCE: That's correct.

19 THE COURT: All right that's fine?

20 A. And the court seems to have a lot of confusion
21 about the amounts owed and paved and I thought I might pull
22 it together on a spreadsheet which as soon as it's done
23 we'll give it to Plaintiffs.

24 THE COURT: A little bit when it comes to the fees
25 and expenses and partial payments and that's fine we'll
26 spend time on that?

27 A. Thank you Your Honor.

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

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