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

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

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

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GABRIELINO-TONGVA TRIBE VS. STEIN

TRIAL TESTIMONY OF E. ARONSON

09:42 AM.

THE COURT: Gabrielino versus Stein, BC361307.
Good morning, counsel. Will you make your appearances.

MS. IBARRA: Delia Ibarra on behalf of plaintiff
Gabrielino-Tongva Tribe.

MR. FORDYCE: Good morning Your Honor Niall
Fordyce on behalf of Mr. Stein and law offices of Jonathan
Stein.

THE COURT: Thank you.

MR. STEIN: Jonathan Stein on behalf of Saint
Monica development and crane.

THE COURT: Thank you. Who do we have, Ms.
Aronson why don't you come forward Ms. Aronson?

A. Thank you Your Honor, good morning.

THE COURT: Good morning.

THE COURT: And after Ms. Aronson who is the next
witness, I know we're prove belief not going to finish with
her today but.

MS. IBARRA: Marilyn Barrett is tomorrow?

A. You don't think you'll finish.

THE COURT: No I mean -- no no no. I don't know,
we'll see what happens.

MR. STEIN: And Your Honor if I may just a small
piece of housekeeping, the court had asked about the key
blood test whether we can go longer, it is March 17th if
the court needed to see the date.

1 THE COURT: Okay. No that's fine, I don't need to
2 see it and I haven't seen it, I can't see from that far
3 away, but I trust that you're correct Mr. Stein. It's not
4 a problem. Okay let's continue.

5 MR. STEIN: May we ask the witness to get the
6 second volume the white nobody and it's Exhibit 653 and
7 655.

8 THE COURT: Does it say second volume on it
9 somewhere.

10 MR. STEIN: Volume two.

11 MR. FORDYCE: Yeah.

12 A. Yes Your Honor.

13 THE COURT: Very good it does?

14 A. I'm sorry what numbers please.

15 MR. STEIN: '65 three and 655.

16 THE COURT: You're going to start with '65 three
17 or 655.

18 MR. STEIN: We'll start with '65 three, thanks.

19 THE COURT: Okay thank you.

20 Q. BY MR. STEIN: But I'll ask the witness to
21 familiarize herself with both documents before we begin?

22 (Discussion held off the record.).

23 THE COURT: Counsel let's not interrupt the
24 proceeding at this point.

25 Q. BY MR. STEIN: Ms. Aronson rue ready to discuss,
26 just tell us when you are?

27 A. A few more seconds please. Okay.

28 Q. Okay have you seen Exhibit 653 before?

1 A. I believe so.

2 Q. And this is the letter from Seyfarth Shaw to the
3 tribe?

4 A. It purports to be, yes.

5 Q. And you were the tribal general counsel at the
6 time?

7 A. Yes.

8 Q. And --.

9 THE COURT: If that's the case, why wasn't the
10 letter addressed to her? It just says Gabrielino-Tongva
11 Tribal counsel, attention Sam Dunlap, is there some renal
12 she wasn't an addressee or at least a cc on this? All
13 right keep going.

14 Q. BY MR. STEIN: On Page 3 --.

15 THE COURT: So when did you see it then if --?

16 A. Your Honor it was 11 years ago, I can't even swear
17 that I've seen this letter, it lacks like something that I
18 might have seen but as I sit here today I can't lay a
19 foundation for this document.

20 Q. BY MR. STEIN: Wasn't this letter that your --
21 letter in exhibit 254 responded to?

22 A. It may have been but I have to be honest with you,
23 this letter, I don't recognize it as I sit here today 11
24 years later.

25 Q. Even though you were tribal general counsel of the
26 tribe?

27 A. Yes.

28 Q. Let's look at 655, it's entitled final demand

1 letter and account stated, do you recognize that letter?

2 A. Do I recognize it, no not 11 areas later Mr. Stein
3 I can't say for a fact that this is the exact letter that
4 Seyfarth set forth, I'm assuming they're going to lay the
5 foundation for this though.

6 Q. And do you know who Bill Scott.

7 THE COURT: Let her finish h okay?

8 A. I'm assuming somebody on your side is going to lay
9 the foundation for this.

10 MR. STEIN: Yeah it's already been admitted into
11 evidence.

12 THE COURT: I'm not sure it has, has it.

13 MR. FORDYCE: The three pre filing letters from
14 Seyfarth are all admitted to my knowledge.

15 THE COURT: So what are your questions to her.

16 MR. STEIN: Well, this is an account stated and
17 she was tribal general counsel so I'd like to find out what
18 her response to the amounts that are in the accounts stated
19 is?

20 A. This is addressed too Mr. Mullin who was the
21 counsel for this litigation for the tribe, I was their
22 general counsel, I was not the council in the underlying, I
23 was in fact a defendant.

24 THE COURT: So it is in evidence but she has no
25 foundation for testifying to this letter, she didn't
26 receive it, it's not addressed to her, it's in connection
27 with litigation where she was a defendant. Did you have
28 separate counsel.

1 A. Yes.

2 THE COURT: For that? Okay so.

3 MS. IBARRA: So lacks foundation, objection.

4 THE COURT: Sustained.

5 Q. BY MR. STEIN: Okay well then I will refer to it
6 and ask you questions but just answer the questions.

7 THE COURT: Well she doesn't have -- at least for
8 the letter, if you just want to ask her general questions
9 that's fine.

10 MR. STEIN: Yeah that's exactly right and I'll
11 look for the Court for guidance but I think that -- did you
12 ever answer any accounts stated for SMDC?

13 A. Did I ever answer any account stated? I don't
14 know what you mean by that? Do I think they owed you
15 money?

16 Q. Yes.

17 A. Yes I thought they owed you money absolutely.

18 Q. And do you know how much money that they owed?

19 A. As I sit here today without looking at the
20 documents, no.

21 Q. Can I refer you to Exhibit 6 55?

22 A. No.

23 Q. To refresh your recollection?

24 A. The numbers aren't going to refresh my
25 recollection and Jonathan, the numbers are what the numbers
26 are, you have thrown so many different lies at me at so
27 many different times I'm not going to lay a foundation for
28 something I don't know.

1 MR. FORDYCE: Objection; move to strike as
2 nonresponsive.

3 THE COURT: Motion denied.

4 MR. STEIN: If the court can direct the witness to
5 try to cooperate. I know she's venemous, but we have to
6 try to get through this somehow.

7 THE COURT: Motion denied.

8 Q. BY MR. STEIN: Were monthly amounts due int he
9 approximate amount of 1,595,000 --

10 MS. IBARRA: Objection; lacks foundation.

11 MR. STEIN: -- under the SMDC agreement?

12 THE COURT: If she knows independently.

13 MR. STEIN: If you know?

14 A. I don't know the number. I was the one that
15 stated yes, you were definitely owed some, you worked for
16 three years without being paid under that agreement.
17 Nobody ever said you weren't owed monies, but as I sit here
18 today do I know how much you were owed? No, I don't know.

19 Q. Since you don't photograph I will try to refresh
20 your recollection with Exhibit 655 now that you stated you
21 don't know?

22 A. 655 doesn't refresh my recollection.

23 MS. IBARRA: Objection; lacks foundation.

24 THE COURT: It doesn't refresh her recollection,
25 she looked at it, it doesn't if you have something else to
26 refresh her recollection you're free to use something else.

27 MR. STEIN: I will and I will get there, so a few
28 more questions and the court can stop me if I go afield.

1 Q. BY MR. STEIN: Ms. Aronson so you never made any
2 writing in response to an account stated by SMDC saying no
3 the amounts that you think you're owed are not correct?

4 A. I may have.

5 Q. Okay when?

6 A. If it would have been done it would have been done
7 as part of the litigation in the underlying matter.

8 Q. So you never respond today any account stated from
9 SMDC?

10 A. I don't know Jonathan. As I sit here today I do
11 not know if I personally responded other than that letter
12 that I wrote to your attorney, I don't believe I did but I
13 may be incorrect, there might have been something that I
14 put my name to.

15 Q. Okay.

16 A. I do --.

17 Q. So you're saying if it's not --.

18 THE COURT: Hold on hold on, what?

19 A. I do believe that was part of the debtor's
20 examination though and that should probably be read into
21 the record.

22 Q. BY MR. STEIN: Do you remember anything from the
23 debtor's examination that would indicate that you responded
24 to the account stated of SMDC?

25 A. Know from what I recall, you had a hold on the
26 monies under a writ and pursuant to that you had subpoenaed
27 me to come in for questions and I believe it was made -- at
28 that time there were questions and answers with regards to

1 that, but do I remember actually putting something together
2 that said what you were owed, no.

3 Q. And did you put together anything that questioned
4 the amount of when 1,595,000 as SMDC fees owed after
5 termination?

6 A. As I sit here today I do not remember what the
7 number you were owed was, I cannot lay the foundation for
8 that, I'm assuming you have other ways to prove how much
9 you were owed at that time.

10 Q. If the court can direct the witness to give an
11 answer to that question.

12 THE COURT: I'll take that as a no?

13 A. No.

14 MR. STEIN: Thank you.

15 Q. BY MR. STEIN: And as you sit here today you never
16 made any written response to the SMDC account stated to be
17 reimbursable expenses.

18 THE COURT: I'm sorry.

19 MR. STEIN: For 230,000.

20 THE COURT: Could you repeat the question.

21 MR. STEIN: As you sit here today, do you recall
22 any written response by you to the SMDC account stated for
23 reimbursable expenses of \$232,000.

24 MS. IBARRA: Objection asked and answered?

25 A. I don't even remember.

26 THE COURT: Wait a minute, wait a minute, assumes
27 facts not in evidence.

28 MS. IBARRA: Assumes facts.

1 THE COURT: So sustained.

2 MR. STEIN: The facts are in evidence in Exhibit
3 65 Five, Your Honor.

4 THE COURT: Well that's a letter, counsel, that's
5 not?

6 A. That's not evidence.

7 MR. STEIN: That is the account stated, it says
8 that it's a final --.

9 THE COURT: Counsel what you say is not evidence,
10 what's in the record is what's evidence.

11 MR. STEIN: And forgive me Your Honor, and once
12 again we're here to cooperate with the court but it says.

13 THE COURT: Well counsel the problem is this is a
14 letter that was sent to the attorney for the tribe in
15 litigation, not this particular witness, so I think it's
16 misleading to ask her if she responded to it, she said
17 she's never seen it, she doesn't know about it, it was sent
18 to somebody else, she has no foundation on which to do that
19 and in fairness to the witness, we need to lay an
20 appropriate foundation for any questions we may answer
21 and/or you may ask, I'm sorry, which you may ask.

22 MR. STEIN: And Your Honor if you will refer to
23 Exhibit 6 55.

24 THE COURT: Yes, I will look at it.

25 MR. STEIN: It's entitled final demand letter and
26 account stated.

27 THE COURT: Correct.

28 MR. STEIN: It is in evidence so the facts are in

1 evidence, I'm asking her if she recalls any writing in
2 response to SMDC's request for reimbursable expenses of
3 \$232,000?

4 A. If she responded to a letter that wasn't sent to
5 her is that what you're asking or --.

6 MR. STEIN: Any writing requested to SMDC's
7 accounts stated for \$232,000?

8 A. Are you calling this your account stated.

9 Q. ?

10 A. Yes.

11 Q. So was there a response to this letter.

12 Q. Yes?

13 A. I don't even remember this letter, I don't
14 remember any response because I don't remember the
15 underlying letter.

16 Q. That's fine. And do you remember any see writing
17 responding to SMDC saying that their reimburseable expenses
18 were of 232,000 was wrong?

19 A. I remember you and I have conversations stating
20 that that -- that some A that you gave was wrong because
21 you had been trying to get expenses that I thought were for
22 your law office versus the tribe?

23 Q. Can you make an estimate of how much those
24 expenses were?

25 A. Not as I sit here today.

26 Q. Were they more than \$1,000?

27 A. Yes.

28 Q. Were they more than \$10,000?

1 A. Yes.

2 Q. Were they more than \$20,000?

3 A. I imagine so.

4 Q. Were they more than \$30,000?

5 A. I'm starting to speculate.

6 THE COURT: You can't speculate.

7 MR. STEIN: So your answer is somewhere between
8 1,000 and \$20,000 for the amount of the reimbursable
9 expenses out of 232,000?

10 A. No.

11 MS. IBARRA: Objection misstates her testimony.

12 MR. STEIN: That you're --.

13 THE COURT: Sustained. Misstates the testimony.

14 Q. BY MR. STEIN: Do you recall that you said you had
15 stopped payment on a check to Mr. Stein?

16 A. I recall that we had stopped a payment that was
17 written by you after the litigation had occurred, yes.

18 Q. And are you sure it was written by Mr. Stein
19 because there is a mention of a stop payment of a September
20 check for \$50,000?

21 A. You're throwing me with the Mr. Stein thing. Was
22 it written to you or Santa Monica development company.

23 Q. Any check to either one?

24 A. I remember the check that bounced, the check that
25 you had wrote on the tribe account that you had told me was
26 supposed to be for -- on the Santa Monica development
27 company check and you had done it incorrectly and it wasn't
28 that we stopped payment it's that there weren't sufficient

1 funds in the account.

2 Q. I see. And do you recall Mr. Stein asking --.

3 THE COURT: So you didn't make any stop payments
4 then?

5 A. I think that after we took the signature off the
6 account he then tried to write checks and he wasn't allowed
7 to by the bank but did we stop payment, no the bank didn't
8 allow him to also submit checks after he was no longer a
9 signatory.

10 Q. Well it says here in Exhibit 653 the letter that
11 you say you don't remember now that payment for past due
12 amounts of September and October 2006 totaling \$100,000
13 were due, was that because of the stop payment by you?

14 A. You're --.

15 MS. IBARRA: Objection lacks foundation assumes
16 facts not in evidence.

17 THE COURT: Counsel you're assuming facts not in
18 evidence that she issued any stop payment, she denied that
19 she stopped payment, she said that there was a bounced
20 check, you wrote a check, there wasn't enough money in
21 there so please don't -- please don't misconstrue it, it
22 lacks foundation, assumes facts not in evidence.

23 Q. BY MR. STEIN: Can we -- I refer you to Exhibit 5
24 '77.

25 THE COURT: I don't have 577, what is 577, may
26 have I take a look.

27 MR. STEIN: It's the Talley report.

28 MS. IBARRA: Talley report.

1 THE COURT: Oh the Talley report so it's probably?

2 A. Oh I'm sorry 577, I went to six seven.

3 MR. STEIN: 577.

4 MS. IBARRA: At the beginning of that.

5 THE COURT: It may not be in your book, I'm not
6 sure.

7 MR. STEIN: It should be in there.

8 MR. FORDYCE: Yeah it should be.

9 THE COURT: Can you get 577?

10 A. Okay I'm at 577.

11 MR. STEIN: I'll wait for court to have it in
12 front of her.

13 THE COURT: That's all right you can continue.

14 MR. STEIN: Thank you Your Honor.

15 Q. BY MR. STEIN: Can you refer to Page 3113 and the
16 Paragraph two-thirds of the way down says we input
17 additional checks from Marilyn Barrett from Elizabeth
18 Aronson on September 29th, 2006?

19 A. I see it.

20 Q. Did you help Lorna Dertadian -- GT -- well first
21 was Lorna Dertadian GT Tribe's long time accountant?

22 A. I recall working with a Lorna Dertadian.

23 Q. And she was the tribes accountant since 2001 to
24 your understanding?

25 A. I don't know when she began with the tribe. I
26 only came in in that summer, that string.

27 Q. And Mr. Eichman was never the tribes accountant he
28 was a specialist for political reporting in Sacramento?

1 A. That's what I'm being reminded of now but as I sit
2 here today, I barely remember the names.

3 Q. Well, you testified at length about Mr. Eichman,
4 so we're kind of hoping that you would recall today as well
5 as you recalled for my opposing counsel?

6 A. I can be as hystrionic as you want. I remember
7 these people. What their names were at any given time, yes
8 I'm being refreshed recollection that Lorna Dertadian was
9 the accountant that I worked with.

10 Q. And Mr. Eichman was a Sacramento based specialist
11 in political reporting?

12 A. That's what I'm being reminded of.

13 Q. Is that a "yes"?

14 A. You're saying it, I'm not disagreeing with you but
15 as I sit here today I don't remember exactly what he was,
16 in my memory he was an accountant but apparently I was
17 wrong.

18 Q. Okay. And did you --.

19 THE COURT: So your testimony is that he was what
20 for -- or if you know?

21 A. As I sit here today, Your Honor, I remember
22 working with him on the federal issues but I thought for
23 some reason he was an accountant. If Mr. Stein says he
24 wasn't I believe him, I don't have any reason not to but as
25 I sit here today I can't tell you what any of their resumes
26 were.

27 Q. BY MR. STEIN: Did you.

28 THE COURT: Okay.

1 Q. Participate in prepared this report by helping
2 Lorna Dertadian.

3 MS. IBARRA: Objection asked and answered.

4 A. Prepare this report, no, I did not prepare this
5 report.

6 Q. BY MR. STEIN: Did you participate by helping
7 Lorna Dertadian with additional checks?

8 A. She says so, I recall working with Lorna Dertadian
9 but I don't recall what I gave to her, what it was about.
10 I know that I had problems with the Talley -- or the things
11 that were stated to the Talley report because these are the
12 Quickbooks stuff and I remember seeing things that were not
13 in here that were supposed to be.

14 Q. And when you worked with Lorna Dertadian you knew
15 that she was preparing this report?

16 A. From what I recall, this was prepared after you
17 had already sued us isn't it? Yes.

18 Q. No October 3 which is the date of termination?

19 A. Which was after you had already separated from the
20 tribe.

21 Q. No. SMDC was not separated by that date, if
22 you're --.

23 MS. IBARRA: Objection assumes facts not in
24 evidence, just misstates prior testimony.

25 MR. FORDYCE: I think those facts have been in
26 evidence since the first day of trial.

27 MS. IBARRA: They're contested.

28 THE COURT: It's disputed as to when there was.

1 MS. IBARRA: It's disputed.

2 THE COURT: A termination so.

3 MR. STEIN: Very good.

4 Q. So can we go to Page 31 17 please. And this page
5 is the profit and loss for the tribe that was prepared by
6 Ms. Board, have you seen this before?

7 A. It look like what might have been prepared by Ms.
8 Dertadian, but again 11 years later can I swear this was
9 the exact document, no I cannot.

10 THE COURT: Well did you ever get a copy of the
11 Talley and company report?

12 A. I remember he had put something out to his group,
13 the Candalaria group and we did get a copy of that through
14 friends of the tribe but whether this is that document I
15 can't say. It looks like it, it looks like something I've
16 seen before.

17 Q. BY MR. STEIN: And Ms. Aronson you were a
18 defendant in this same lawsuit, correct?

19 A. I was.

20 Q. And you were a defendant from November of 2006
21 through August of 2012?

22 A. Whenever the --.

23 Q. At least?

24 A. Whenever the trial was, yes until the conclusion
25 of the trial.

26 Q. Or it might be today as a matter of fact?

27 A. I'm sorry.

28 THE COURT: She's not a defendant right now.

1 MR. STEIN: Well that's not part my questioning
2 Your Honor.

3 THE COURT: Well your question is?

4 A. It alleged it.

5 THE COURT: Your question assumed that she was
6 currently a defendant. She's not currently a defendant.

7 MR. STEIN: No. My question was --

8 THE COURT: Mr. Stein, she's not a defendant in
9 this lawsuit; right?

10 MR. STEIN: I don't know as I stand here today.

11 THE COURT: You don't know whether she's a
12 defendant in the lawsuit?

13 MR. STEIN: That's correct.

14 A. Your Honor --.

15 THE COURT: Well then you're making an assumption
16 and asking her a question with no foundation then. That's
17 inappropriate.

18 MR. STEIN: No, I did not ask that question Your
19 Honor. I did not ask that question Your Honor.

20 THE COURT: Mr. Stein had you need a good faith
21 basis for any question you ask. If you don't know the
22 answer, you can always ask my clerk to check if this person
23 is a Defendant in the lawsuit.

24 MR. STEIN: That's not my question Your Honor.

25 THE COURT: But I think you had.

26 MR. STEIN: That's not my question Your Honor.

27 THE COURT: an question without foundation.

28 MS. IBARRA: Your Honor, can we --.

1 MR. STEIN: If I can ask my questions if I could.

2 THE COURT: I question is stricken. Move on.

3 MR. STEIN: Thank you very much.

4 Q. So you were a defendant in this lawsuit for at
5 least six years?

6 A. Yes I think so.

7 Q. And you never came across the Talley report during
8 that time either?

9 A. Jonathan you're asking me to lay foundation for
10 documents I didn't prepare, I can't swear that this is the
11 exact document, no, I can't. Was this put in front of me
12 during the original trial? Perhaps but at that time there
13 would have been proper foundation for T I don't know what
14 these documents are and who put them into evidence. And
15 quite frankly I've seen you make up so much evidence I
16 won't swear to nothing.

17 MR. FORDYCE: Your Honor move to strike the end of
18 that testimony, completely nonresponsive.

19 THE COURT: No motion is denied.

20 MR. FORDYCE: Okay.

21 Q. BY MR. STEIN: I refer you to Page 31 19 of the
22 Talley report. Was it your understanding that Saint Monica
23 development now Lee fees that were unpaid in October of
24 2006 totaled \$1,595,000?

25 A. Your Honor.

26 THE COURT: Yes?

27 A. This is exactly the same question you asked me '06
28 of the other document, I am not the proper witness to prove

1 your underlying debt, that might must have been done by you
2 I assume at some point during this trial what the number
3 was as I sit here today I don't recall.

4 Q. BY MR. STEIN: Do you know of any facts indicating
5 that it was not \$1,595,000.

6 MS. IBARRA: Objection asked and answered.

7 THE COURT: Sustained.

8 MR. STEIN: Your Honor let me try to rephrase if I
9 can.

10 Q. BY MR. STEIN: Do you know of any facts as you sit
11 here today that indicates that the Talley report was
12 incorrect in stating Saint Monica development was owed
13 monthly fees ever \$1,595,000 in October of 2006.

14 MS. IBARRA: Objection asked and answered.

15 THE COURT: Sustained.

16 Q. BY MR. STEIN: Can we move to Libra Exhibit 64
17 four and can you to budget E and I'll give you the page
18 number on that.

19 MR. FORDYCE: 0927.

20 THE COURT: Thank you.

21 MR. STEIN: Nine 27 please.

22 MR. FORDYCE: Yeah.

23 Q. BY MR. STEIN: Now you testified earlier about the
24 Libra budget is that correct?

25 A. Yes.

26 Q. Is this the Libra budget that you recall?

27 A. It sure looks like it, but again as you sit here
28 today I can't swear that this is the exact document.

1 Q. Very good?

2 A. I'm assuming it's already in evidence.

3 Q. In your testimony you said that there were no
4 amounts for past periods, in other words there's no past
5 amounts included in the Libra budget, is that still your
6 testimony today?

7 A. I'm sorry say that again.

8 Q. You testified earlier that there were no past
9 amounts from earlier periods than May 2006 that Libra would
10 pay for?

11 A. From what I recall, it was to be ongoing, not past
12 and I believe there was resolutions with regards to that
13 too.

14 Q. Okay. And can I refer you to judgment plus costs
15 of \$52,000?

16 A. I'm sorry where am I looking.

17 Q. At the top?

18 A. Oh the very top.

19 Q. Of the very first item in the Libra budget?

20 A. Uh-huh.

21 THE COURT: Is that a "yes"

22 A. Yes.

23 BY **{RIGHT1}**:

24 Q. And is that an amount that was due prior to May
25 2006?

26 A. Yes I believe that was for the Anthony Morales
27 judgment.

28 Q. And the Anthony Morales judgment was from several

1 years earlier?

2 A. Yes but had to be paid in order to move forward.

3 Q. So would that be -- you testified that there were
4 no past amounts that the Libra budget had, would that be a
5 past amount that was in the Libra budget?

6 A. I meant past amounts for salaries or things that
7 were prior, all of the tribal council members had been
8 working for three years for free, you had been working for
9 three years for free, I think Rae Lamothe hadn't settled
10 until she got --

11 Q. Ms. Aronson, please answer the question.

12 THE COURT: Let her answer the question?

13 A. I'm trying to as best I can, but Rae Lamothe was
14 supposed to be paid for what was owed to her, I believe it
15 was -- says here under tribal administration, 60,000.

16 Q. Again if I can ask you to answer the question.
17 was the judgment amount for 52,000 from two years earlier?

18 A. Yes.

19 Q. And was that an amount that was earlier than May
20 2006 contrary to your testimony?

21 A. No, it's not contrary to my testimony. My
22 testimony was neither SMDC nor the tribal council members
23 nor the attorneys were going to be paid any past amounts
24 owed for expenses or salaries.

25 Q. Was Sam Dunlap a tribal council member?

26 A. Yes he was.

27 Q. Can we look at the third item, Sam Dunlap 50,000
28 reimbursement?

1 A. Yes.

2 Q. Is that for reimbursement for amounts expended
3 from 2003 -- 2001 through 2006?

4 A. I would imagine so yes.

5 Q. So was that a tribal council member receiving a
6 past amount before May 2006?

7 A. Yes but from what I recall.

8 Q. Thank you may I can to the next question, Rae
9 Lamothe payment.

10 THE COURT: Let her explain?

11 A. From what I recall Sam Dunlap was the only one who
12 had laid out expenses on behalf of the tribal council, the
13 other tribal council members had not.

14 Q. BY MR. STEIN: Rae Lamothe payment for 60,000,
15 wasn't that for amounts that are accrued before May 2006?

16 A. Yes.

17 Q. And so was that an amount that was accrued prior
18 for the tribal general counsel?

19 A. Yes.

20 Q. Talley and company, past transaction and 10 months
21 of 25,000, did that 25,000 include past amounts that the
22 Talley and company had incurred?

23 A. Yes.

24 Q. Turning to the right-hand column, Crane Group part
25 payment, do you see that for 50,000?

26 A. Yes.

27 Q. Was that for past amounts that had accrued under
28 the crane contract?

1 A. Yes.

2 Q. And Eichman for FPPC filings 5,000, Mr. Eichman in
3 fact had quit by this time hadn't he?

4 A. I believe so.

5 Q. And was that for past due amounts from Mr. Eichman
6 from before May 2006?

7 A. Yes.

8 Q. And if we can turn to SMDC now, SMDC fees 10
9 months times \$50,000?

10 A. For few sewer months.

11 Q. Do you recall how much --.

12 THE COURT: Where is that Ms. Aronson?

13 A. It's this one under tribal administration, the
14 second one down, S M.D. fees, 10 months times 50,000.

15 THE COURT: Yes I see.

16 Q. BY MR. STEIN: Wasn't SMDC entitled to only 25,000
17 per months for current months and part of that was for past
18 months?

19 A. No from what I recall, there were two contracts
20 for SMDC, one was 25,000 a month for the development and
21 one was \$25,000 force lobbying or something like that,
22 lobbyist contract.

23 Q. The lobbyist was \$25,000 or 10,000?

24 A. I don't recall as I sit here today.

25 Q. And do you see the word future anywhere there?

26 A. No but I do recall there was an absolute
27 resolution and contract that you were not going to seek any
28 of your past amounts owed, neither was the tribal council

1 off of this portion of the development funds.

2 Q. Did you bring that resolution with you because we
3 haven't seen in evidence in 10 weeks of trial?

4 A. I would assume somebody would have had it.

5 Q. Can we go to the Libra agreement and?

6 A. And --.

7 Q. If we can go to article one of the Libra
8 agreement?

9 A. Same document?

10 Q. Same document please and let me give you the page?

11 A. Please.

12 Q. It would be -- we're looking condition precedent
13 of funding on Page 86 zero. Were you familiar with
14 conditions precedent to funding under this agreement?

15 A. I recall the agreement that I have not read in
16 quite a long time but yes.

17 Q. And was the general idea that the tribe had to
18 get -- make certain things happen before it was entitled to
19 any funding beyond the 2.15 million dollars?

20 A. Yes.

21 Q. And one of them is SB 175 or substantially similar
22 legislation had been passed into law, had that happen?

23 A. No.

24 Q. And is it your understanding that without that
25 happening, the tribe had no entitlement to any more than
26 the 2.15 million from the Libra agreement?

27 A. No entitlement, that is correct.

28 Q. And if we can go to material adverse change under

1 M, and let me give you have the page for that, that would
2 be Page 86 three. Was it your understanding that there had
3 been material adverse changes after May of 2006?

4 A. Yes.

5 Q. And what were they in your views?

6 A. Everything had changed. You had resigned, slash
7 and/or been terminated, they had not --.

8 THE COURT: They meaning who?

9 A. The tribe, I'm sorry, had not reached a lot of the
10 goals by the time that the second tronch of investment was
11 due to them.

12 Q. BY MR. STEIN: And is it your understanding that
13 the second tronch of investment was not made because there
14 were material adverse changes?

15 A. I would be -- my understanding from speaking with
16 the folks over at Libra was the reason with the litigation
17 pending they would not be interested in further funding the
18 tribe.

19 Q. And did --?

20 A. Whether there was other reasons as well I can only
21 assume.

22 Q. But your understanding was it was because the
23 tribe was in litigation?

24 A. Wouldn't even speak with me at that point about
25 further funding.

26 Q. And can we turn to Section 4 .3 K of this
27 agreement and that is on Page 87 four and I'm sorry it's
28 4.5 K on Page 87 six. And is it your understanding -- you

1 testified earlier that Mr. Polanco did nothing to seek a
2 second tronch of funds from Libra?

3 A. From what I recall, I do not recall him ever
4 trying to get more funds from Libra, buff again he should
5 be the one to testify with regards to that.

6 Q. But you don't recall any facts?

7 A. No, I don't.

8 Q. And then --.

9 THE COURT: Are you saying more money from Libra
10 or more money from some other source?

11 MR. STEIN: From Libra?

12 A. From Libra.

13 Q. BY MR. STEIN: Turning to your legal advice to the
14 tribal council were you first and foremost loyal to Mr.
15 Stein?

16 A. No.

17 Q. Were you first --?

18 A. What do you mean loyal? My duties were owed to
19 the tribal council, that's who I represented, that's who I
20 was the tribal general counsel for.

21 Q. Did you consider yourself an independent counsel
22 for GT Tribe?

23 A. The GT Tribe?

24 Q. For Gabrielino-Tongva Tribe, my apologies?

25 A. Do I consider myself an independent counsel? No I
26 considered myself the general counsel.

27 Q. But you were independent of Mr. Stein?

28 A. Yes.

1 Q. And you owed your duty of loyalty to GT Tribe and
2 the council?

3 A. Yes.

4 Q. And that GT Tribe was an organization and that's
5 who you owed your duties to?

6 A. From what I understand they're a nation, yes.

7 Q. Yes. And with regard to the Lamothe resignation,
8 you gave the tribal council legal advice on that; is that
9 correct?

10 A. To her resignation?

11 Q. Regarding Rae Lamothe's resignation and payment to
12 Rae Lamothe?

13 A. You mean to her contract that she had with the
14 tribe to get out, yeah.

15 Q. Very good. And on the Libra agreement you gave
16 legal advice to the tribal council on the Libra agreement
17 as well is that correct?

18 A. Absolutely.

19 Q. And so even after Ms. Barrett was terminated
20 however she was terminated, you were still giving legal
21 advice to the tribal council on the Libra agreement?

22 A. Yes.

23 Q. Can we turn to resolution 106, Exhibit 65, it's in
24 the blue book?

25 A. Which Blue Book I'm sorry? .

26 THE COURT: Do you know which volume, probably
27 one.

28 MS. IBARRA: Second volume.

1 THE COURT: Oh it's the second volume?

2 A. I'm sorry Your Honor they're out of order.

3 MS. IBARRA: Can I approach to help the witness
4 Your Honor.

5 THE COURT: Yes?

6 A. Thank you sorry.

7 THE COURT: You can use the either up here?

8 A. I think I'm okay with this one but I might take
9 you up on that thank you.

10 MS. IBARRA: (Indicating.)

11 A. Thank you. Yes.

12 THE COURT: '62 is that what you're --.

13 MS. IBARRA: '65.

14 THE COURT: Oh '65.

15 Q. BY MR. STEIN: And can you identify -- by the way
16 is Exhibit 65 in evidence yet.

17 THE COURT: You thought it was 106 sounds familiar
18 but.

19 MR. STEIN: If not I'd like to move it into
20 evidence if it's not.

21 THE CLERK: '65.

22 MR. STEIN: Yes Your Honor -- yes madam clerk
23 ye.

24 THE CLERK: Yes, I have it in.

25 MR. STEIN: Very good, okay.

26 Q. BY MR. STEIN: Can you identify Exhibit 65?

27 A. Yes I think this is the same one I had testified
28 to earlier that this was prepared the day we were kicked

1 out of your offices and we removed you as the signatory on
2 the account, yes this is the one.

3 Q. And this is the resolution removed Mr. Stein as
4 the signatory and made you signatories on the accounts?

5 A. I was always a signatory on the accounts, it
6 removed you as a signatory from the account.

7 Q. Right. And you also entered the checks in
8 Quickbooks, right?

9 A. Yes, I entered checks in Quickbooks.

10 Q. I asked you because yesterday had you said had you
11 didn't enter the checks in Quickbooks, now you're saying
12 you did?

13 A. No. I think you're misstating what I said. I
14 said I may have been the one who input-d them, I always was
15 the one who wrote the checks, I was always the one who
16 wrote out the sheets but whether somebody inputted it into
17 Quickbooks or not.

18 Q. And in exhibit --.

19 THE COURT: Whether somebody did or not what?

20 A. Your Honor there's allegations that things were
21 removed from Quickbooks and perhaps other things put in,
22 that I certainly wasn't the person who did. So you know
23 did I do some of the work, yes absolutely but there was
24 always problems with Quickbooks because things could be
25 removed and it could be changed around and it made me
26 uncomfortable.

27 Q. BY MR. STEIN: Can we refer you back to Exhibit 6
28 44, Page 9 38?

1 A. I'm sorry which exhibit.

2 Q. 644, the Libra agreement that you had before?

3 A. Yes.

4 Q. And Page 9 38 which is Resolution 96.

5 THE COURT: Remind me of what the exhibit number
6 was, I'm sorry.

7 MR. STEIN: 644.

8 THE COURT: That's right Neli has it that's why I
9 can't find it. That's okay you can continue while I'm
10 looking for it.

11 MR. STEIN: Very good.

12 Q. Is it your understanding that the Libra -- you
13 were there advising on the Libra agreement, Resolution 96
14 approved the Libra agreement, is that your understanding?

15 A. '96, the one I was just looking at?

16 Q. '96 on Page 9 38 of Exhibit 64 four and it says --
17 it's a document entitled resolution Number 96?

18 A. Oh.

19 Q. Approval of the development funding agreement?

20 A. Yes nine 38 appears to be the resolution that
21 approved the Libra agreement.

22 Q. And that's resolution Number 96; is that
23 correct?

24 A. Yes.

25 Q. And then the resolution on September 9th is
26 resolution 106 is that correct?

27 A. What number was it.

28 Q. 106?

1 A. 106.

2 MR. FORDYCE: The resolution is 106.

3 MS. IBARRA: She wants the exhibit number.

4 MR. STEIN: Exhibit 65.

5 THE COURT: Yeah?

6 A. Yes, 106.

7 Q. BY MR. STEIN: Is it your understanding that
8 between the Libra money coming in and September 9th when
9 Mr. Stein resigned, there were only 10 resolutions,
10 Resolution 96 through 106?

11 A. Yes I do believe there are only 10 resolutions
12 between that date and September 9th when you resigned.

13 Q. Very good. Once again, it's so they followed
14 numerically, '96 '97 '98?

15 A. Yes. Again September 9th when I resigned.

16 Q. And you drafted resolution 106?

17 A. 106, from what I recall yes I drafted it, hastily
18 but yes.

19 Q. And you drafted Resolution 96 because you said you
20 were advising the tribal council on the agreement.

21 MS. IBARRA: Objection misstates her testimony.

22 THE COURT: Sustained.

23 MR. STEIN: No I'm asking her, it's a question.

24 THE COURT: Okay.

25 MR. STEIN: It's a leading question.

26 A. Did I prepare this document? From what I recall I
27 participated in the preparation of it for sure.

28 Q. BY MR. STEIN: So is it your best recollection

1 that you either prepared or participated in the preparation
2 of all the tribal council resolutions while you were tribal
3 assistant general counsel and tribal general counsel?

4 A. I can't say as assistant, but I would have as
5 general for sure. I don't think they would have signed
6 anything without my input.

7 Q. And is there is there any resolution that between
8 96 and 106 that you recall not being part of preparing?

9 A. Do I recall any? No, not as I sit here today do I
10 recall any, but I --

11 Q. On the Hollywood Park litigation, you were the
12 attorney of record?

13 A. At some point in the litigation I was the attorney
14 of record on the Hollywood Park litigation.

15 Q. And you were replaced by Sheppard Mullin as
16 attorney of record?

17 A. From what I recall I was replaced by Sheppard
18 Mullin.

19 Q. And had you -- did you give legal advice to the
20 tribe on the Hollywood Park litigation?

21 A. Yes.

22 Q. On the settlement with Morales tribe, you handled
23 the settlement, not Mr. Stein correct?

24 A. Actually it was negotiated by you but I was the
25 one who had to go in and finally meet with them and get
26 them the check because you almost dissolved that settlement
27 the day that it was supposed to go through.

28 Q. Okay and --.

1 THE COURT: So the guess the answer is it was
2 negotiated but Mr. Stein but you came in later to do what?

3 A. Basically they had a judgment of 52,000.

4 THE COURT: Yes?

5 A. And he was willing to take 50,000 and call it
6 quits but then Jonathan wanted to add additional things
7 into the agreement the day that we were supposed to deliver
8 the check and that would have blown it up including the
9 part where they would have had to sign off on Sam Dunlap's
10 personal bankruptcy which again had nothing to do with us.
11 So rather than allow that to happen I asked the council and
12 was granted authority to take over at that point and
13 basically take it away from Jonathan and cut the check.

14 THE COURT: So at the end you stepped in, the very
15 end?

16 A. Yes.

17 THE COURT: Okay.

18 Q. BY MR. STEIN: And was this the same judgment that
19 was paid for by the Libra budget?

20 A. Yes.

21 Q. So was Mr. Stein's interest in the settlement
22 simply getting a number for the budget and minimizing that
23 number?

24 A. It should have been.

25 Q. And turning to Exhibit 675.

26 THE COURT: This is in the white binder, yes.

27 MR. STEIN: Yes white binders, thank you.

28 THE COURT: What is the name of the document.

1 MR. STEIN: It is resignation as assistant tribal
2 general counsel of Elizabeth -- law offices of Elizabeth
3 Aronson.

4 THE COURT: It looks like volume two. I think
5 it's volume two.

6 MR. FORDYCE: That's correct Your Honor.

7 A. Oh wait I might be looking at the wrong document
8 I'm sorry. Are we on 675 you said.

9 MS. IBARRA: 675?

10 A. Yes.

11 THE COURT: That's volume two?

12 A. It's the same one as the Libra agreement.

13 THE COURT: Okay.

14 MS. IBARRA: Should be.

15 A. They keep it cold in here.

16 Q. BY MR. STEIN: The exhibits -- and is this --.

17 THE COURT: Is this in evidence yet Neli.

18 THE CLERK: I don't think it is, judge. 675.

19 THE COURT: Yeah Exhibit 675.

20 MR. STEIN: Yes. We'd like to lay a foundation
21 and admit it into evidence.

22 THE COURT: Sure but let's first see, maybe you
23 don't need to do that if it's already in.

24 THE CLERK: What I have on my list, described on
25 my list it's not in evidence.

26 THE COURT: You may lay the foundation.

27 MR. STEIN: Foundation first.

28 THE COURT: Nods.

1 MR. STEIN: Thank you Your Honor.

2 Q. BY MR. STEIN: Have you seen this before?

3 A. Yes I recall preparing this document based upon --

4 Q. And what is it?

5 A. It's my attempt to resign as the general counsel
6 on September 14th.

7 Q. And is this the resignation that you referred to
8 in your testimony earlier?

9 A. Yes, it is.

10 Q. May I move into evidence Exhibit 675.

11 THE COURT: It's received.

12 MR. STEIN: Thank you.

13 Q. BY MR. STEIN: Can I also while you're looking at
14 675, can I refer you back to Exhibit 6 zero at the same
15 time, I'll ask you on both. And Exhibit 60 are the 26
16 points made concerning termination for cause.

17 THE COURT: This was your letter.

18 MR. STEIN: Yes.

19 THE COURT: Mr. Stein?

20 A. Which volume is that one in.?

21 THE COURT: Volume one of the blue.

22 MR. STEIN: The very end of volume one?

23 A. Your Honor is it okay if I use this part.

24 THE COURT: Yes we're going to have to share this
25 space.

26 MR. STEIN: And is Exhibit 60 in evidence.

27 THE CLERK: 60.

28 THE COURT: I believe it is but Neli can

1 confirm.

2 THE CLERK: Yes? .

3 Q. BY MR. STEIN: Are you at Exhibit 60?

4 A. I am at Exhibit 60.

5 Q. Now is this the 26 point letter that you testified
6 on earlier?

7 A. Yes it is.

8 Q. And do you recall your testimony was passionate,
9 you can call it even venomous showing how phony every point
10 of the 26 points was in your view?

11 A. I have would not call it venomous but what I would
12 call it is not liking to be slandered, yeah.

13 Q. So you didn't agree with any of the points?

14 A. Any of the points? Any of the points we talked
15 about yesterday, no. I don't know if there was another
16 document made.

17 Q. And can we.

18 THE COURT: Wait wait let me finish?

19 A. There's one thing here that Hollywood Park there
20 was no docket made h there was maybe not a docket of
21 Hollywood Park litigation, things of that nature but
22 nothing we went over yesterday.

23 MR. STEIN: Sure.

24 Q. BY MR. STEIN: Can I ask you to look at 16 Exhibit
25 60 it indicates that this was say document from September
26 13th of 2006 on the fax line?

27 A. Where are we?

28 Q. September 13th.

1 THE COURT: I think up at the top?

2 A. Oh. Yes.

3 Q. BY MR. STEIN: So if I can develop a little bit of
4 a chronology, resolution 106 was on September 9th, to your
5 understanding that's the date of resolution 106?

6 A. I'm sorry -- yes.

7 Q. And that was also the night Mr. Stein resigned,
8 put his resignation in writing?

9 A. Yes.

10 Q. And it was also the night that you guys took the
11 tribal records out of the tribal administrative offices?

12 A. You guys, yes.

13 Q. The tribal council?

14 A. Yes.

15 Q. And do you recall that Mr. Stein actually left the
16 office earlier and left you with all the records that you
17 wanted to carry out of the office alone?

18 A. Not how I remember it, no, I remember you storm
19 off in another fit the hystronics, that's what I
20 remember.

21 Q. With you folks in the unlocked office able to take
22 out as many records as you wished.

23 MS. IBARRA: Objection vague you folks.

24 THE COURT: Overruled.

25 MR. STEIN: Tribal council and yourself?

26 A. From what I recall you were running downstairs to
27 get security to he is comport us out, that's what I recall.
28 I think that was the night of the night, it might have been

1 the week before I can't remember which day.

2 Q. Well we had testimony that you were just left
3 alone for as long as you want today take as many things as
4 you wanted?

5 A. It was not as long as we wanted, we were left
6 alone in the office when you went down and stormed out and
7 we grabbed everything we could carry as fast as we can,
8 yes, we did.

9 Q. Very good. And so that was --

10 A. But.

11 Q. That was September 9?

12 A. I believe we also did testify we were not able to
13 get the accounting records, we were not able to get a lot
14 of records that far we needed including the tribal
15 membership information, if we had all the time we wanted
16 that office would have been cleared out.

17 Q. And that was September 9th, very eventful night.

18 THE COURT: Why did you not take out all the
19 records?

20 A. We took as much as we could carry and we didn't
21 have access back -- he was get diagnose -- from what I
22 recall he was getting security to kick us out zero so when
23 we left to get security we took everything we could, there
24 was six of us that grabbed about 20 notebooks, they were
25 about this size and it was all we could carry and we didn't
26 have access to go back and get more.

27 Q. And would you to find out that Mr. Stein's
28 building had not security, it was just a little five-story

1 building without any security personnel?

2 A. I wouldn't be surprised to know that there was no
3 security man, but I recall security of people at the door,
4 I remember you had to have a thing to get in, I remember to
5 go into the security you garage you had a gate that came
6 down because I actually broke it once.

7 Q. A gate, not a security person, just a gate, like
8 if you don't pay you don't get in?

9 A. No there was a security man at the door after
10 hours for sure. I spoke to him.

11 Q. At the door of the garage manning the gate?

12 A. No no no the man was at the door of the building
13 from what I recall.

14 Q. Okay very good. And so that was September 9th and
15 September 13th then is the termination for cause letter?

16 A. Yes.

17 Q. And then your resignation is dated September
18 14th?

19 A. Yes.

20 Q. So this document that you disagree with everything
21 in, nonetheless you resigned the very next day after
22 receiving it.

23 MS. IBARRA: Objection misstates the testimony.

24 THE COURT: Overruled maybe she can clarify?

25 A. First of all I don't know when this document was
26 drawn up, just because it was faxed by somebody on
27 September 13th doesn't mean that's the date when it was
28 drawn up, I have know you prepared portions of this

1 document at least a week or two before. I have what do
2 know is the letter for the resignation that's September
3 14th was based solely upon your e-mails and phone calls to
4 me in which you threatened me and quite frankly my life Lee
5 hood and my ability to go many forward as scan individual
6 and a mother and a wife but saying you were going to have
7 34th arrested by saying you were going to report me to the
8 state bar by saying you were going to all call of my past
9 associated that I have worked with client Brian Sam son and
10 tell them terrible things about me, I mean why did I
11 resign? Because I had enough I wanted out, if I could have
12 got out I would have.

13 Q. It says here on point number one -- I'm sorry
14 point Number 2, can you read point Number 2 of your
15 resignation letter?

16 A. Yes by close of business Wednesday September 9th,
17 2006 --

18 Q. I'm sorry can you just a little slower for the
19 reporter, point Number 2 of the exhibit '65 to the
20 resignation letter?

21 A. Point Number 2?

22 Q. Yes.

23 A. All documents and record in my possession from the
24 tribe, the tribal council and the tribal council gaming
25 authority and any electronic or paper copies thereof will
26 be returned to the tribal administrative offices by close
27 of business Wednesday September 19th 2006 at the tribal
28 gaming authority's expense.

1 Q. So was it your recollection that after September
2 9th you had taken both electronic and paper copies that
3 belonged to the tribe, the tribal council and the tribal
4 gaming authority?

5 A. No we took all those notebooks that's what that's
6 referring to, you had drafted this and you had included any
7 electronic or paper copies that I had --.

8 THE COURT: Wait a minute who drafted this this is
9 your signature.

10 A. Yes I signed it.

11 THE COURT: It wasn't prepared by you?

12 A. No it was dictate to me.

13 THE COURT: By who?

14 A. Jonathan Stein. This was his terms.

15 Q. BY MR. STEIN: But that's your signature right?

16 A. It's absolutely my signature.

17 Q. And is that your stationery law offices of
18 Elizabeth Aronson?

19 A. It was at the time absolutely.

20 Q. I see. So was this also the way Mr. Stein
21 produced tribal council resolutions that you were
22 responsibility for?

23 A. No this is what you required not to sue me, report
24 me to the bar, put me in the Santa Monica police department
25 for whatever you said you were going to file charges
26 against me on so many different things and keep me up in in
27 Los Angeles on a daily basis going to court and -- yeah I
28 think that's what this is in response to.

1 Q. Okay. And to your -- to your knowledge, you
2 stated in your testimony that you did not know that Rae
3 Lamothe had put in an application for federal recognition
4 for GT Tribe?

5 A. I as we sit here today as I sit here today I do
6 not recall if Rae Lamothe put in an application for -- yes
7 I don't recall at this time.

8 Q. So were there any steps that you took towards
9 federal recognition for the tribe during your two years
10 after 2006 that you spent with the tribe?

11 A. Yeah we had actually spoke to people who were
12 going to help us but we couldn't afford to hire them or
13 retain them.

14 Q. So the -- and you said that you took quote no
15 steps to actually further any application for federal
16 recognition by GT Tribe during your two years after October
17 2006?

18 A. That is correct.

19 THE COURT: You mean other than consulting with
20 experts they couldn't pay for.

21 MR. STEIN: Other than that?

22 THE COURT: Other than than that?

23 A. Yes other than that, that is correct.

24 MR. STEIN: Thank you.

25 Q. BY MR. STEIN: And you know of no steps taken by
26 Richard Polanco towards federal recognition other than
27 those steps?

28 A. I do not.

1 Q. And you stated that the reason that you didn't
2 take any steps was because there was no money to pay for
3 it.

4 MS. IBARRA: Objection asked and answered.

5 THE COURT: Overruled?

6 A. I believe that the reason that no further steps
7 were taken you was because there was no money to pay for it
8 h yes, there was this really great guy that was saying he
9 could get us federal recognition or at least a long way
10 towards it but he wanted a \$250,000 retainer and no we
11 didn't have the money to pay.

12 Q. And you said the second reason you did not take
13 any steps was because the litigation was ongoing?

14 A. Yes, quite frankly there were conflicts of
15 interest that were arising all over the place.

16 Q. What conflicts of interest?

17 A. There were people on the council who were sued as
18 individual Defendants including myself and Mr. Polanco and
19 quite frankly we were so engrossed in the litigation that I
20 think that that is what everybody had focused on.

21 Q. Can we turn to Exhibit 25 four please which is
22 your letter to Jeffrey Long rebutting --

23 A. I'm sorry what signature?

24 Q. Exhibit 254, your letter to Jeffrey Long?

25 A. Where am I looking? .

26 THE COURT: Which binder are you --.

27 MR. STEIN: It's not in the binder.

28 MR. FORDYCE: It's a new Plaintiffs.

1 MR. STEIN: It was submitted to Ms. Aronson?

2 A. I don't have a copy of it.

3 THE COURT: You've got it.

4 MR. STEIN: Was it removed from the witnesses
5 table.

6 MS. IBARRA: Can I approach and just see where it
7 was.

8 MR. STEIN: Why would it be removed from the
9 witnesses table.

10 MS. IBARRA: Here it is, it's back here.

11 A. Oh I'm sorry.

12 MS. IBARRA: There you go?

13 A. I'm sorry.

14 THE COURT: What exhibit 12.

15 MR. STEIN: 254.

16 THE COURT: And do you mind if I just interrupt,
17 did you see anybody from a tissue by chance.

18 THE COURT: Oh right here (Indicating.). And do
19 you have that.

20 THE CLERK: 254.

21 MR. FORDYCE: Yes.

22 A. Yes.

23 THE COURT: Why would we not have it.

24 MS. IBARRA: Because it was loose so maybe it
25 wasn't in the binder?

26 A. It was submitted into evidence, it should be.

27 THE COURT: Let's get a copy.

28 MS. IBARRA: Mine is marked up so --.

1 MR. STEIN: I have an extra copy that is, Niall?

2 MR. FORDYCE: Oh sure.

3 MR. STEIN: It's obvious got a if you markings if
4 it's even got Niall's notes if you can ignore them.

5 THE COURT: Do you have a clean copy?

6 A. I promise my testimony won't be changed regarding
7 nets of Mr. Fordyce.

8 MR. STEIN: Is there a way to kind of proceed with
9 this so we cannot lose time.

10 THE COURT: Well I don't want to you lose time.

11 MR. STEIN: Yeah the court was very kind to layout
12 exactly how much time we have?

13 A. Can we finish with one of the exhibits I have open
14 otherwise.

15 Q. Actually I'd like you to read the first paragraph
16 which I court.

17 THE COURT: That's all right you can read the
18 first paragraph, if it's not accurate you can let me know.

19 MR. STEIN: Can the court ignore the notes --.

20 THE COURT: That's all right she found an extra
21 copy, that's all right go ahead. Go ahead Mr. Stein you
22 can ask your question.

23 Q. BY MR. STEIN: Can you please read the first
24 paragraph of the letter?

25 A. Now that you've worked with Jonathan Stein for a
26 couple of days I suspect that you have begun to realize
27 that the man is, to put it mildly, irrational, paranoid,
28 self-important, delusional. He further lies without

1 compunction which is amply illustrated by the draft
2 complaint enclosed with the October 23rd, 2006 letter. I
3 suggest that you very carefully examine the facts before
4 accepting as true any allegation in Mr. Stein's draft
5 complaint. The truth includes the following.

6 Q. Now wasn't that draft complaint included with the
7 Seyfarth letters that you refused to identify just a few
8 minutes ago?

9 A. I don't recognize the Seyfarth letters. How can I
10 state that the draft complaint was part of them? I recall
11 a letter to me from Jeffrey Long which was prior to --

12 Q. And you --.

13 THE COURT: Let her finish?

14 A. Which was prior to that from what I recall but I
15 don't have the letters now in front of me, what exhibits
16 were those.

17 MR. STEIN: Exhibit 653 and 655 and 654 is another
18 Seyfarth letter that has the draft complaint.

19 MR. FORDYCE: And Your Honor just to be clear, the
20 witness clearly states is that she has read the draft
21 complaint enclosed with the October 23rd, 2006 letter it
22 couldn't be more clear.

23 MS. IBARRA: You have not established that it's
24 the same letter, drafted separately.

25 MR. STEIN: Okay let's look at --

26 THE COURT: Well explore it if he wants, so you
27 want her to look at what now or what does she need to look
28 at.

1 MR. STEIN: I'd just like to keep moving on I just
2 don't have enough time with the provocations.

3 THE COURT: All right.

4 Q. BY MR. STEIN: And your understanding at the time
5 you wrote this letter to Mr. Long was that he was the
6 attorney for Jonathan Stein?

7 A. Yes.

8 Q. And would he have written the draft complaint as
9 the attorney for Jonathan Stein?

10 A. I think he did, yeah.

11 Q. So you were advising Mr. Stein's attorney not to
12 believe Jonathan Stein because he was irrational paranoid
13 efflorescence important and delusional?

14 A. Yes that's my opinion.

15 Q. Why did you write those things to the attorney for
16 Mr. Stein?

17 A. Because I believe them to be true.

18 Q. What was the purpose of that?

19 A. So that they wouldn't file a malicious and false
20 complaint against me.

21 Q. Your September 14th resignation letter, it's a
22 doozy, it's five points it's very well written, which I
23 assume means it was written by you, Exhibit 67 Five you
24 didn't actually resign did you?

25 A. No of the council wouldn't allow me to.

26 Q. Is a client able to keep an attorney from
27 resigning?

28 A. What they were --.

1 Q. For a non legitimate-er?

2 A. Yes what they were able to do is forbid me to turn
3 over the documents to you, they forbid me to put you as a
4 signatory on the accounts, they forbid me to do anything
5 that would have been our settlement and allow me to get
6 out.

7 Q. Weren't you in fact happy to just change your
8 mind, put in writing a written resignation and then just
9 change your mind saying oh no not going do resign?

10 A. No Jonathan I would have loved to have resigned in
11 September of 2006.

12 Q. And then same period, you wrote an extraordinary
13 letter to the attorney for Mr. Stein saying run away from
14 Mr. Stein wasn't that your phrase at the end of the letter,
15 run for the hills?

16 A. I said that I would run for the hills I believe,
17 let's see what I said.

18 Q. Page 9, last page of the exhibit, it says and
19 Jeffrey, if I may call you that, much like you're calling
20 me Jonathan now, a bit of unsolicited advice, run for
21 hills, this guy is as bad as everyone says he is?

22 A. Yep I wrote that.

23 Q. Could it instead be that your conduct was as bad
24 as set forth in 26 separate points in the termination for
25 cause?

26 A. Jonathan you and I both know the truth H my truth
27 is this letter, you're claiming otherwise, I don't know
28 what you want me to say. Am I ever going to say that

1 you're correct and I am like, no Jonathan, I'm not lying,
2 I'm under oath.

3 Q. And could it be that this whole thing that you
4 attempt to say is based on personality in fact was based on
5 fact that you stiffed SMDC for \$50,000 on September 1 and
6 refused to pay them?

7 A. I never --

8 Q. Even though it was in the Libra budget to be paid?

9 A. I never stiffed anyone Jonathan, I wasn't even a
10 party to the contract are you kidding me?

11 Q. You refuse today write a check didn't you?

12 A. Yes.

13 Q. You stopped payment on the a check didn't you?

14 A. From no. From what I recall you weren't a
15 signatory so your the account -- you weren't allowed to
16 write checks on the account any more. That's what I
17 recall.

18 Q. So this was all personality based, it had nothing
19 to do with money?

20 A. No, Jonathan. I never liked you. It was all
21 personality based between you and I, but I worked with for
22 four months and during that time I found all of these
23 things to be true.

24 Q. Well, can we move to point 12 in Exhibit 60 the 26
25 point termination letter written the day before you wrote
26 your resignation.

27 THE COURT: What page is it Mr. Stein again.

28 MR. STEIN: Page 5 of Exhibit 60, point Number

1 12.

2 A. Page 5 of the fax number.

3 MR. STEIN: Yes point 12 of the exhibit 60.

4 THE COURT: All right. I think everybody is
5 there.

6 Q. BY MR. STEIN: Point 12 states, approval of
7 actions by councilman Dunlap that breach revenue
8 participation agreement and covenants, you approved two
9 reimbursements to councilman Dunlap which I later
10 disapproved and prevented. The first was a \$20,000
11 interest payment to Mr. Dunlap that was not in the investor
12 budget for the first 2.1 million dollars, the second was a
13 \$1300 check for children's comic books. These two
14 reimbursements are clear violations of the covenant against
15 using investor proceeds for purposes other than gaining
16 legal entitlement to a casino. Do you agree with those
17 statements?

18 A. No.

19 Q. Can you tell us the ones you disagree with?

20 A. I don't believe I ever wrote a \$20,000 interest
21 payment to Mr. Dunlap, I wouldn't have done that, there
22 were checks to Mr. Dunlap pursuant to the budget but I
23 don't recall the amounts I don't recall the one in the
24 amount of \$20,000 as for --.

25 THE COURT: Is there a 20,000 in the record
26 somewhere.

27 MR. STEIN: Yes, there is.

28 THE COURT: And what exhibit is that Mr. Stein.

1 MR. STEIN: Exhibit 254, actually it doesn't say
2 20,000, forgive me, I don't mean to represent it does while
3 get there any moment.

4 THE COURT: Well, let's look at it.

5 MR. STEIN: Exhibit 254.

6 MS. IBARRA: 254 is the letter that she wrote.

7 THE COURT: Let's look at 254.

8 A. Which exhibit in the notebook.

9 MS. IBARRA: 254 is is that letter you wrote to
10 Mr. Long so.

11 THE COURT: There's no check here.

12 MR. STEIN: That's correct we're get to go the
13 point.

14 THE COURT: So where is the reference to the check
15 I just want to make sure there's some of basis for the
16 question because I don't think there's a \$20,000 check in
17 evidence, Mr. Stein if you're aware of it be-g in evidence
18 let's hear it now.

19 MR. STEIN: No the reference to Page 12.

20 THE COURT: I'm asking you is there a cop of a
21 check.

22 MR. STEIN: No, there is not as I have said
23 several times there was no check for \$20,000 this was
24 ripped up.

25 THE COURT: Well who ripped, I don't recall who
26 any -- who ripped up the \$20,000 check.

27 MR. STEIN: I did Your Honor.

28 THE COURT: That was the testimony, that you

1 ripped up a check.

2 MR. STEIN: Yes.

3 THE COURT: I don't recall that but --.

4 MR. STEIN: And once again.

5 MS. IBARRA: It's not under oath it's.

6 THE COURT: He's not under oath that's true but
7 I'm asking him a question, did you testify that you ripped
8 up a \$20,000 check under oath.

9 MR. STEIN: No, I didn't testify under oath I
10 ripped up a \$20,000 check Your Honor.

11 THE COURT: Okay so --.

12 MR. STEIN: May have I proceed with my --.

13 THE COURT: So there was no -- was there any
14 testimony that you ripped up a \$20,000 check that's all I'm
15 asking because I want to be sure we have a good faith basis
16 for asking the questions we're asking.

17 MR. STEIN: Yes this is of testimony of a ripped
18 up check and I'm about to go back over that testimony to
19 show that it's will reflected in a writing that is
20 contemporaneous and that is what exhibit 254 is about.

21 THE COURT: So was it your testimony or some other
22 testimony.

23 MR. STEIN: Ms. Aronson testified that way checked
24 was ripped under by Mr. Stein we're referring to the
25 paragraph that states --

26 THE COURT: And what happened that you testified
27 to?

28 A. There was a check that was ripped up, but nowhere

1 in the amount of \$20,000. That's the part that I have a
2 problem with is that he puts in half truths. So was there
3 a check ripped up? Yes, but it says the first was a
4 \$20,000 interest. A, there was no check for 20,000, B
5 there was no interest payments at all, and C , it wasn't --
6 it was accounted for in the investor budget that was that
7 document that this the \$50,000 to Sam Dunlap for
8 reimbursement so. He's asking me to say yes to a question
9 that's loaded with three or four things that are false in
10 it.

11 THE COURT: You mean assuming facts?

12 A. Correct.

13 THE COURT: So why don't you break it down and if
14 you have a question or you disagree with any of the
15 assumptions then you need to let us know?

16 A. Well there was a \$20,000 check in here, this is my
17 letter and I would like to see where I wrote there was a
18 \$20,000 check.

19 THE COURT: All right.

20 Q. BY MR. STEIN: Stating one two three fourth
21 paragraph on Page 4 of exhibit 254 it states.

22 MS. IBARRA: Page 4 of the fax or the letter.

23 THE COURT: Four of.

24 MR. STEIN: 254, exhibit 254, it says Page 4 of
25 the letter.

26 MS. IBARRA: Okay.

27 MR. STEIN: Page 5 of the fax, it states, Stein
28 argued needlessly with Sam Dunlap. In retaliation, Stein

1 instructed me not to sign checks to repay Dunlap for
2 expenses he incurred during a trip to Fresno on tribal
3 business and for tribe promotional items. Stein ripped up
4 the check I prepared and removed it from the account
5 ledger. Does that not in fact refer to a \$20,000 interest
6 check.

7 A. No. A, it's not interest on money, I mean you're
8 making it sound like it was \$20,000 on interest of monies
9 that were owed. What it was was there was a trip to Fresno
10 that was on his expenses that he wanted to be paid for.

11 THE COURT: This is Dunlap?

12 A. Correct.

13 THE COURT: Okay.

14 A. That was accounted for as a trip that was prior to
15 that Libra agreement and it was for a trip to Fresno and
16 some promotional items, it was a small choke, it was not
17 \$20,000 and it was accounted for on the budget under the
18 \$50,000 reimbursement, it was part of the reimbursements
19 that he was supposed to have gotten but was it for interest
20 on monies owed, no never.

21 Q. BY MR. STEIN: Referring back to page -- point 12
22 it seconds the second was a \$1300 for children's come I
23 believe books H do you recall a \$1300 check for comic
24 books?

25 A. I believe --.

26 THE COURT: Where is that on the.

27 MR. STEIN: On page -- it's Exhibit 60.

28 THE COURT: Yes.

1 MR. STEIN: The 26 points for termination for
2 cause.

3 THE COURT: Oh different exhibit.

4 MR. STEIN: Point 12.

5 THE COURT: Oh this is your lever.

6 MR. STEIN: Uh-huh point 12?

7 A. I see it.

8 Q. It says the first was a 20,000 interest payment,
9 the next sentence says the second was a \$1300 check for
10 children's comic books?

11 A. And as I sit here today I would say that the check
12 what was ripped up was probably around \$1300 give or take,
13 I don't know what the exact number was, it was removed from
14 Quickbooks so we will know what the number was.

15 Q. But it says in exhibit 254 that the check was not
16 for comic book, it says for expenses he incurred during a
17 trip to Fresno?

18 A. Correct.

19 Q. But you're saying now.

20 MS. IBARRA: Objection.

21 MR. STEIN: That in fact the check was ripped
22 up -- you're saying the check that was ripped up was for
23 comic books.

24 MS. IBARRA: Objection?

25 A. No you said it was for comic books I said it was
26 for the trip to Fresno and that's what my notes indicated
27 that's the half truths I'm talking about.

28 MS. IBARRA: Yeah the document speaks for itself

1 and counsel is only reading half of that sentence.

2 THE COURT: Well let's read the rest of it, go
3 ahead.

4 MR. STEIN: The second was --.

5 THE COURT: Let her read the rest of it.

6 A. And tribe promotional items, there were some items
7 that were previously created as promises to get people to
8 join and put their membership into the tribe. So that was
9 what the reimbursement for -- from what I recall, the check
10 I'm referring to was probably somewhere in the neighborhood
11 of \$1300, it certainly wasn't in the amount of \$20,000, it
12 certainly wasn't for interest payments, nobody received,
13 including yourself interest payments.

14 Q. BY MR. STEIN: And you testified yesterday that
15 you remember the \$1300 check for comic books?

16 A. I remember -- I don't know if they were comic
17 books, I don't remember what they were but they do -- guy I
18 could have sworn it was Martin Alcala had comic books.

19 Q. Correct.

20 A. That he wanted to distribute or not.

21 Q. Could we --.

22 THE COURT: Let me finish Mr. Stein?

23 A. Those were not past they were going to be new
24 items and they weren't accounted for in the budget and so
25 it never came to past.

26 Q. I was about to refer you to Exhibit E of the
27 budget, were there comic books in the exhibit E budget for
28 tribal children to be promoted with?

1 A. No.

2 Q. Libra.

3 MR. FORDYCE: Libra agreement Exhibit 64 four?

4 A. No but again without looking for it, I believe
5 there was \$50,000 to Sam Dunlap for past expenses and these
6 would have fallen under the past expenses, the \$1300 that
7 was ripped up, the Martin --

8 Q. I thought you had said the \$1300 was check was to
9 Martin Alcalá?

10 A. No I said the comic books were raised by -- you're
11 confusing issues. I recall the comic books later brought
12 up by Martin Alcalá and not ever being paid for and not
13 going forward, that's what I recall.

14 Q. Did these actions cause Mr. Stein to make clear to
15 you and to the tribal council that it was either you you're
16 going to go or he has to go?

17 A. No. You made clear that I had to go because I
18 would not let you write checks that I did not agree with
19 and I would not allow you to give the duties to Carol
20 Markin without me getting off the accounts. The only
21 people responsible if checks were written that were not
22 pursuant to that budget would have been me personally and
23 the six council members who would have signed off on them
24 and approved them by resolutions. You were not on the line
25 personally. You were not liable to Libra, I would have
26 been.

27 Q. And you don't think Mr. Stein said either get rid
28 of her or get rid of me?

1 A. I know that you said that.

2 Q. So hold on a second?

3 A. And they said get rid of you.

4 Q. That's right, that's exactly right, Mr. Stein said
5 get rid he have her or get rid of me and the tribal council
6 said if that's the case we'll get rid of you?

7 A. No they said no we're not getting rid of her and
8 you resigned and you stormed out and you said you were
9 getting security.

10 Q. And that was September 9th and that was after
11 resolution 106 butting you have as sole signatory on the
12 accounts?

13 A. 106 was after that date I believe.

14 Q. And did Mr. Stein voice his concern that as sole
15 signatory you would simply help individual tribal
16 councilmen like Sam Dunlap or Martin Alcala take money out
17 of the organization and put it in their pockets?

18 A. Why would I do that Jonathan? I would have been
19 liable for every penny that was not accounted for to Libra,
20 to the tribe, to everybody else, I have would not have done
21 that, you have might have said that I did that, you
22 certainly have slandered me since then saying that I have
23 done that. I didn't. In fact there was a lawsuit that
24 concluded that I didn't.

25 Q. Did Mr. Stein express that his concerns at that
26 time that once you were sole signatory that you would take
27 money out of the tribes accounts and put it in the pockets
28 of individual councilmen, did he express that in your

1 prince?

2 A. No you have said it to the Candalaria group later
3 and you said it in my presence only later.

4 Q. When did he say it -- did I say it in your
5 presence?

6 A. You said it in my presence during the underlying
7 trial.

8 Q. Can we go to Exhibit 7 '01 please, that should be
9 volume two -- I'm sorry volume three.

10 THE COURT: Do we need these other volumes for --
11 I just don't want to put them away if you need them. I
12 would keep them closed.

13 THE COURT: That's all right?

14 A. I'm sorry which one are we going to.

15 MR. FORDYCE: Volume three, Exhibit 70 one.

16 A. Of blue or white.

17 MR. FORDYCE: White.

18 THE COURT: White?

19 A. Do you mind if I stand Your Honor.

20 THE COURT: No go ahead.

21 MR. STEIN: And we'll ask to move these into
22 evidence once the foundation is laid.

23 THE COURT: Okay we're at volume three, which
24 exhibit. Which exhibit.

25 MR. STEIN: 701.

26 THE COURT: Oh it's the first one.

27 THE COURT: Is that in evidence yet Neli.

28 THE CLERK: 701.

1 THE COURT: I don't think so, this looks new.

2 THE CLERK: I don't have it, Your Honor.

3 THE COURT: Okay; not yet. Does she need to keep
4 these volumes -- why don't you put one of the volumes over
5 here.

6 MR. STEIN: She might want to keep it close, yeah.

7 THE COURT: Put one of the volumes up here?

8 A. Thank you your honor.

9 THE COURT: Have a seat.

10 A. Honestly, I don't mind standing after a three hour
11 drive. Thank you.

12 THE COURT: Okay we're at 701.

13 MR. STEIN: Okay. Can you identify the one two
14 three four five six seven eight pages of Exhibit 70 one?

15 A. Yes.

16 Q. Can you tell me what they are?

17 A. These are the withdrawals of the accounts of the
18 monies that had to be paid for the cashier's checks that
19 were written due to them bouncing when we wrote them as
20 checks because you put a freeze on the accounts.

21 Q. And the date of November 8, 2006 to your
22 understanding was that accurate?

23 A. I have would assume so, that's my signature.

24 Q. And that is -- is this your handwriting?

25 A. No I believe it's a bank clerks. There's
26 different handwritings on them, there was several clerks
27 helping us.

28 Q. And this was all on November 8th?

1 A. Yes that's what it says.

2 Q. And to your understanding, litigation in this
3 matter began November 2nd?

4 A. I don't know when the complaint was filed as I sit
5 here right now.

6 THE COURT: I think we can take judicial notice of
7 that, November 2nd stipulation.

8 MS. IBARRA: Yes.

9 MR. STEIN: And this is six days after litigation
10 and there were checks, handwritten cashier's checks
11 \$147,032; \$58,032; \$51,032, \$22,008; \$10,032; \$10,032 a
12 second time and \$9532?

13 A. See, that's the kind of thing that gets me.

14 THE COURT: Ma'am he hasn't asked you a question
15 yet, okay? Let him ask you a question and then you can
16 answer.

17 Q. Were these all done in your handwriting for
18 signature at the same time on the November 8th.

19 MS. IBARRA: Objection; she already stated it's
20 not her handwriting.

21 THE COURT: Well I think she said it wasn't in her
22 handwriting, but --

23 MR. STEIN: Don in handwriting but for your
24 signature, done by -- the bank did it in handwriting for
25 you while you have waited and then you signed all of these
26 checks for 147,000, 58,000, 22,000, 47,000, 10,000, 10,000
27 again, and 9500.

28 THE COURT: Is that what happened.

1 Q. BY MR. STEIN: Is that what happened?

2 A. Yes. There's one that's not dated I'm not sure
3 why but I'm assuming it's the say date.

4 Q. Isn't this exactly the concern Mr. Stein expressed
5 to you that once you were the sole signatory irregularities
6 like this occurred?

7 A. No this is not exactly that and this is what the
8 entire underlying litigation was about Jonathan, were all
9 of the checks that were written off of these accounts.
10 They're in evidence in the underlying.

11 Q. Can I refer you to exhibit 577 please, the Talley
12 report?

13 A. No. Do I get to explain why these large numbers
14 occurred on what looks like withdrawals but they were
15 actually put into another account and put into different
16 checks.

17 Q. Uh-huh. Okay go ahead and explain you did so
18 without a question pending, let's hear the rest of it?

19 A. You had me send out checks inform all of these
20 people, you had specifically required it, even after the
21 whole blowup between the tribe, you gave me your federal
22 express number so I could federal express them to all these
23 individuals and then when you found out that the tribe was
24 not going to get rid of me, you called the bank, told them
25 that somebody had stolen your accounts and put a freeze on
26 them. All of the checks bounced, we worked were out with
27 the bank but when we did work out with the bank litigation
28 had already occurred or we were well -- if it wasn't filed

1 yes, it was soon to be so we took all the of the monies
2 that whether unfrozen and put them into different accounts
3 and wrote the different checks off of those accounts
4 because we didn't want you playing with the accounts any
5 more.

6 Q. Can I refer you back to Exhibit 25 four. This is
7 the letter that you wrote to Jeffrey Long, it's a free
8 standing letter, it should be right in front of you.

9 THE COURT: Yeah?

10 A. I'm sorry it keeps throwing me because it's not in
11 the book. Yes.

12 Q. BY MR. STEIN: Page 4 of the letter, Page 5 of the
13 fax. It says at the bottom until near the end of his
14 relationship with the tribal council and despite our
15 occasional disputes, Stein had always praised my work?

16 A. Uh-huh.

17 Q. You're telling the attorney for Mr. Stein that Mr.
18 Stein praised your work?

19 A. Uh-huh.

20 Q. And that is dated after the 26 point termination
21 for cause letter written by Mr. Stein that the tribal
22 council refused to sign?

23 A. Right because it says until near the end of his
24 relationship with the tribal council, until the big blowup,
25 you did not put this letter -- you had never accused me of
26 any of these things prior to the big blowup so this is
27 absolutely correct, yes.

28 Q. Can we go to Exhibit 7 '08 and this is not yet in

1 evidence, I'd like to put this in evidence after foundation
2 Your Honor.

3 THE COURT: Which one, seven '08.

4 THE CLERK: Seven '08.

5 MS. IBARRA: Seven '08.

6 THE COURT: Did you move 701.

7 MR. STEIN: Yes please can we move '07 one into
8 evidence thank you.

9 THE COURT: It's received.

10 MR. STEIN: Okay '07 one. And now seven '08 Ms.
11 Aronson can you identify seven '08?

12 A. This looks like a memorandum that was drawn up for
13 me for the tribal council to state what the subject was is
14 the 25,000 that they nut my client trust account so that I
15 could do emergency expenditures but every single penny had
16 to be accounted for to the tribal council.

17 Q. Is that sufficient to move this into evidence as
18 Exhibit 7 '08.

19 THE COURT: Yeah if you wrote it, did you write
20 it?

21 A. From what I recall yes I wrote it it equates out
22 to 25,000.

23 THE COURT: Well there's attachments so make sure
24 that the all the attachments and things that are attached
25 to --

26 THE COURT: Let's put it this way, I'll admit it
27 subject to her --

28 A. Being able to look 259 and see if this is also.

1 THE COURT: Verifying that the attachments are
2 also prepared by her Ms. Aronson why did you use your
3 tribal bank account to sequester funds that were sought in
4 a writ of attachment?

5 A. First of all, I didn't use my tribal bank account,
6 I used my client trust account.

7 Q. I'm sorry. Did I say that? I meant your -- your
8 attorney-client trust account?

9 A. \$25,000 from that funds of that 250,000 or
10 whatever those cashier's checks equated out to was put into
11 my client trust account in the name of the tribe or for
12 their benefit that I was to account to them for so that I
13 could write quickly any expenditures that needed to be sent
14 out.

15 Q. Weren't these 25,000 part of the funds sought in
16 the writ of attachment that was issued by Los Angeles
17 Superior court?

18 A. I never had a writ of attachment put on my
19 account.

20 Q. You said you testified in a debtors exam for a
21 writ of attachment. Wasn't it about these funds that you
22 sequestered from the organization and put into your
23 attorney-client trust account?

24 A. I didn't sequester anything. I was known, there
25 was a resolution, it was accounted for. It was not
26 sequestered.

27 Q. Let's look at what they paid for, Matter Media
28 website for \$1975?

1 A. Yes.

2 Q. Why did you put account funds sought in a writ of
3 attachment into your trust account and then use them to pay
4 for the tribes website?

5 A. Why did I pay for a website? Because you stole
6 their website, you misappropriated the tribes website, kept
7 it from them so they couldn't use it so they had to draft
8 one up quickly. This was a debt that was owed so I had to
9 pay it in installments as it was approved, but I wasn't
10 driving up to Santa Monica everyday because they didn't
11 even have an office in Santa Monica anymore. So I had to
12 be able to pay the tribe's expenses as they came due they
13 gave me a small amount or I don't consider \$25,000 a small
14 amount but it was a small amount of the proceeds that were
15 left at that time so that I could pay small bills as they
16 came due so that clients wouldn't have to wait -- I'm sorry
17 strike that -- vendors would not have to wait to get paid.

18 Q. And that would include Carol Markin?

19 A. Carol Markin made a claim for wages that were owed
20 her from you in the amount of \$240.

21 Q. And that would include Cockstone resource, meet
22 and greet?

23 A. I forget --.

24 Q. You used your attorney-client trust account to
25 sequester funds and then pay a vendors like Cockstone
26 resources.

27 MS. IBARRA: Objection misstates.

28 THE COURT: Yeah that's a question.

1 MS. IBARRA: It's argumentative.

2 THE COURT: What is the evidence that it was
3 sequestered? Sustained.

4 MR. STEIN: Would you like a better word Your
5 Honor.

6 THE COURT: Pardon?

7 MR. STEIN: What would be a better word that would
8 please the court.

9 THE COURT: Well you have to establish that that's
10 what happened.

11 MR. STEIN: She establish she took the \$25,00 and
12 put it in her attorney trust fund.

13 A. Sequestered doesn't mean take and put into a
14 client trust account. Sequestered means that it was hidden
15 and stolen in some way on a sly reason. There was no sly
16 reason. If there was, I would have took a heck of a lot
17 more in 25,000 and then paid it out to people who have no
18 relationship to me, accept of course my reimbursement.

19 Q. And you paid Number 13, Virginia Carmelo,
20 reimbursement for \$3,000?

21 A. Yes.

22 Q. And this was while the writ of attachment was
23 pending seeking the same money?

24 A. From what I recall, I -- I don't recall there
25 being a writ of attachment on this money.

26 THE COURT: Which by the way you still need to
27 produce.

28 MR. STEIN: Yes you're right.

1 THE COURT: When you testified about a couple of
2 things that you agreed to produce, we're going to have you
3 do but that will occur during your testimony. So you're
4 saying you were unaware of a writ of attachment at the time
5 is that what you said, what was your testimony.

6 A. I don't know when the time is that I became aware
7 of the writ of attachment because what had happened was he
8 put out a warrant for my arrest and that's how I became
9 aware of a writ of attachment, Your Honor. Until that time
10 I did not know there was a writ of attachment, but when I
11 was told that there was a warrant out for my arrest, which
12 if you Google me you can still see online, yes, that's when
13 I became aware of the writ. What I'm disputing is when we
14 put those monies in this account I'm sure I did not know of
15 the writ at that time. But when I found out when I was
16 dragged down to L.A. for this debtor's examination. I
17 don't know when that was.

18 THE COURT: How did you end up with a warrant for
19 your arrest?

20 A. Because Jonathan had submitted a document to the
21 court stating that I was personally served with a debtor's
22 examination, I was not personally served with a debtor's
23 examination. The proof of service said it was personal
24 service but a- warrant Leah cord-g to the process server
25 who was later dragged into court he had said that he just
26 dropped it off at the tribal offices up in L.A. where there
27 was nobody station-d on a 24-hour basis so nobody received
28 any information with regards to this until after the

1 warrant -- nobody showed the debtors exam obviously and
2 quite frankly I have wasn't even a debtor I was just a
3 witness so if I'm a little upset about it still I'm sorry,
4 it was the first time I ever had a warrant issued for my
5 arrest.

6 Q. Turning back to exhibit -- the exhibit with the
7 60, I'm sorry, Exhibit 60 please.

8 THE COURT: Exhibit 60, that's the termination for
9 cause from Mr. Stein, yeah.

10 THE CLERK: Do you have that Your Honor.

11 THE COURT: I do yes.

12 Q. BY MR. STEIN: Can we refer to .24 please,
13 engaging in palace intrigue. It states your role as
14 in-house counsel is to help Mr. Stein gain legal entitled
15 to a casino and to provide independent legal advice to the
16 tribal council was that statement accurate, .24 on Page 8
17 of Exhibit 60?

18 A. Oh I'm sorry Page 8 on the fax.

19 THE COURT: Item 24.

20 MS. IBARRA: It's Exhibit 60 so it's --

21 A. What's the question?

22 MS. IBARRA: She's not at the right exhibit.

23 MR. STEIN: Ms. Ibarra, sit down.

24 THE COURT: Yeah, that's all right?

25 A. What is it he wants to know?

26 THE COURT: He read the first sentence and then he
27 has a question.

28 MR. STEIN: Your role as in-house counsel is to

1 help Mr. Stein get legal entitlement to a casino and to
2 provide independent legal advice to the tribal council.
3 Was that an accurate statement in 2006.

4 A. Yes except it wasn't to help Mr. Stein gauge legal
5 entitlement to a casino, it was to help the tribe gain
6 legal entitlement to a casino, Mr. Stein had no right to a
7 casino.

8 Q. If you read it differently I think it was Mr.
9 Stein was supposed to help the tribe and you were supposed
10 to help the tribe, too?

11 THE COURT: Is that correct.

12 MR. STEIN: That is correct?

13 A. I was supposed to help the tribe, correct.

14 Q. And within your ethical duties the tribal
15 administrative office and Mr. Stein is that correct?

16 A. To my ethical duties to the tribal council,
17 correct.

18 Q. Very good. In lieu of those duties, you have
19 engaged in open conflict with Mr. Stein and attempted to
20 undermine him; is that correct?

21 A. I didn't attempt to undermin you Jonathan, but I
22 did engage in open conflict with you when you kept giving
23 legal advice that was different than my own, yes.

24 THE COURT: To whom.

25 MR. STEIN: And was Mr. Stein giving?

26 A. To the tribal council.

27 THE COURT: So he was giving conflicting, well he
28 was in your view giving legal advice to the counsel that

1 what?

2 A. That would conflict with my own such as the -- we
3 went over this but all of those things in that letter, like
4 the bankruptcy for Sam Dunlap which had to part in the
5 Anthony Morales settlement and everything that we basically
6 did, he wanted to be the attorney and he just wanted me to
7 rubber stamp everything and I didn't believe those were my
8 ethical duties, I advised as correctly and as honestly as I
9 possibly could and if they came into conflict with
10 Jonathan, then a fight ensued.

11 THE COURT: So when he said conflict that's what
12 the conflict referred to?

13 A. Yes.

14 THE COURT: Okay.

15 Q. BY MR. STEIN: Can we go to exhibit 569 please,
16 the SMDC agreement?

17 A. Which number.

18 THE COURT: 569.

19 MR. STEIN: 569?

20 A. 569. Well this is six '69. Yes.

21 Q. BY MR. STEIN: And I'll ask you to go to page 49
22 two?

23 A. I don't have the same page numberings maybe.

24 Q. At the bottom right-hand corner of exhibit 569 is
25 page 49 two.

26 MS. IBARRA: 0492 is what you mean?

27 A. I don't believe I have a copy.

28 MR. STEIN: Ms. Ibarra can I handle this please

1 and the court can help as well?

2 A. I'm sorry I don't have that.

3 THE COURT: Yeah I have a different copy, 0492 is
4 that what you're.

5 MR. STEIN: 0492 exhibit 569 volume.

6 THE COURT: Any notice required is that where it
7 begins any notice required.

8 MR. STEIN: Yes.

9 THE COURT: See at the bottom?

10 A. Thank you.

11 Q. BY MR. STEIN: And it says entire agreement --
12 have you clauses like this before, integration clauses that
13 says entire agreement?

14 A. Yes, of course.

15 Q. And to you, what does a clause that's an
16 integration clause mean?

17 A. It means everything within your agreement is
18 within the four corners of this contract and no oral
19 modification, that was a freudian slip -- and no oral
20 modifications can occur.

21 Q. So was it your understanding of the SMDC agreement
22 that it was an integrated agreement where they couldn't be
23 modified orally?

24 A. Correct.

25 Q. And reading the first sentence, it says this
26 agreement contains the entire agreement of the parties
27 relating to this subject matter is that correct?

28 A. That is correct.

1 Q. So was it your understanding that the SMDC
2 agreement wouldn't be modified and that it pertained to
3 everything in the subject matter of the SMDC agreement,
4 everything in the casino project?

5 A. Yes. The development agreement, yes.

6 Q. Okay. What had you say is Mr. Stein's legal
7 advice to the tribe, that often conflict-d with yours,
8 wasn't that within issues of the subject matter of the SMDC
9 agreement?

10 A. I would have sworn you had a part in here where
11 you said you weren't giving any legal advice and you were
12 not working as an attorney.

13 Q. Says it all over the place?

14 A. Uh-huh.

15 Q. Could you answer the question please?

16 A. I'm sorry what was the question.

17 THE COURT: Nods the court reporter will read
18 it.

19 (Record read.)?

20 A. I don't really understand what you're trying to
21 ask, I'm sorry, I really am, I don't understand what you're
22 trying to get from me.

23 Q. BY MR. STEIN: You saying that Mr. Stein gave
24 legal advice to GT Tribe?

25 A. Yes.

26 Q. Wasn't that advice on topics that were within the
27 subject matter of the SMDC agreement?

28 A. Yes.

1 Q. So and you ingredient agree that SMDC does not
2 allow Mr. Stein to be the attorney for the tribe?

3 A. Yeah my point exactly.

4 Q. So why do you say he was giving legal advice to
5 the tribe if he was acting on behalf of SMDC on subject
6 matter covered the SMDC agreement and the SMDC agreement
7 says specifically Mr. Stein is not acting as attorney for
8 the tribe.

9 MS. IBARRA: Asked and answered?

10 A. Because.

11 THE COURT: Overruled?

12 A. You couldn't help yourself.

13 Q. BY MR. STEIN: I'm sorry?

14 A. (Ditto) Jonathan you still can't.

15 Q. Could it be that everybody was aware that Mr.
16 Stein was adverse to the tribe?

17 A. Jonathan, you thought you were the tribe,
18 everytime you went into the council, you even in your own
19 letters state things.

20 Q. Strike as nonresponsive?

21 A. For you.

22 THE COURT: Motion is denied.

23 MS. IBARRA: She was finishing her testimony.

24 THE COURT: What were you saying?

25 A. In his own letters including my termination letter
26 he interposes himself personally as the tribe. Was it to
27 help you get a casino? No you could never get a casino,
28 Jonathan, you could never get a recognition as a nation,

1 you're not a even Native American.

2 Q. What was the 10 percent that SMDC had?

3 A. It was an interest in the casino, their casino.

4 Q. Was it the 10 percent to get 10 percent of the
5 slot machine revenues that would otherwise be earned by GT
6 Tribe?

7 A. By the tribe, the tribe's casino.

8 Q. Is that correct?

9 A. From what I recall yes, had you a percent around
10 in the casino.

11 Q. Didn't the fact that SMDC was going to grab 10
12 percent of all slot revenues make SMDC and Mr. Stein
13 adverse to tribal council?

14 A. You were certainly adverse to the tribal council,
15 yes.

16 Q. So why do you say that when Mr. Stein uttered
17 points on legal topics within the subject matter of this
18 agreement that it was legal advice to the tribal council
19 instead of reports by SMDC and points made by SMDC?

20 A. Because you're giving legal advice and it was
21 conflicting with mine and if I didn't agree with you and
22 the council didn't dump me that then you were going to take
23 your ball and go home, clear, right?

24 Q. And that's Mr. Stein said exactly that?

25 A. No you never said it in those terms but it was
26 pretty close to that.

27 Q. Either you or me; is that correct?

28 A. Either you or me what?

1 Q. Either you had to go or SMDC had to go?

2 A. You had said that.

3 Q. Did you ever seek to get on behalf of the tribe a
4 waiver of a conflict of interest from Mr. Stein to give
5 legal advice to the tribe as their attorney?

6 A. Excuse me?

7 Q. Did you ever seek to get a waiver of a conflict of
8 interest from Mr. Stein to be the tribes attorney, did you?

9 A. I don't even know what you're referring to, no.

10 Q. A waiver of conflict of interest, have you ever
11 done a waiver of conflict of interest?

12 A. Jonathan don't look at me like that, I know what a
13 waiver of a conflict of interest is but.

14 Q. Very good?

15 A. Did I prepare you are for you for the tribe, no.

16 Q. Thank you, you have did not?

17 A. No.

18 Q. And would you consider it malpractice if you knew
19 that Mr. Stein was acting as the attorney for the tribe but
20 did not seek to get a conflict waiver when he clear lee had
21 a conflict of interest because of his 10 percent interest
22 in the tribe's casino revenue.

23 MS. IBARRA: Objection calls for legal -- calls
24 for expert opinion.

25 MR. FORDYCE: She's testified for hours as an
26 attorney for all sorts of the legal opinions why is that
27 different.

28 THE COURT: What is the question now, if she knew

1 she was in the conflict of interest why she didn't draft
2 you have for you have.

3 MR. STEIN: Neither tribe that's correct.

4 THE COURT: Is there any obligation for her to
5 testify this.

6 MR. STEIN: Mr. Mills testifies that it would be
7 malpractice for the tribal general counsel not to have a
8 conflict of interest waiver for the tribe if there was
9 somebody who had a conflict with the tribe and was the
10 tribe's attorney.

11 THE COURT: I think what he said was it's the
12 obligation of the attorney for him or herself to present
13 such a -- first of all disclosure and the waiver?

14 A. And I reminded the tribal council constantly that
15 you were not their attorney and you should not be giving
16 legal advice. That's the palace intrigue you keep
17 referring to, my conflict with you Jonathan.

18 Q. BY MR. STEIN: So then you made it aware -- the
19 tribal council was aware because of your statements that
20 Mr. Stein was not their attorney and should not be giving
21 them legal advice; is that correct?

22 A. I believe so, yes. Even though I know it hurts
23 their case, I believe so, yes. I told them over and over
24 and over again but you constantly and could not stop
25 yourself from giving legal advice.

26 Q. So it your knowledge and -- and you said by the
27 way that you went to every singling tribal council meeting
28 and conferring during the period between May of the Libra

1 funding and October 3 when Mr. -- SMDC was terminated?

2 A. I don't believe I said that at all. I think I
3 said that there was every tribal council meeting after the
4 Libra agreement, what dates those were I didn't know but
5 again I'm not going to take your dates and say that I was
6 there every single time from that point forward, there was
7 ones that Rae Lamothe went to until she resigned.

8 Q. But you were there also?

9 A. As far as I know, I was at every tribal council
10 meeting after the Libra agreement was signed.

11 Q. And at every meeting if you heard Mr. Stein making
12 legal advice you said hey stop that, tribal council, he's
13 not your attorney?

14 A. No Jonathan I didn't say it every single time, I
15 said it at least once for every time you attempted it but
16 you were constant.

17 Q. At least once for every time Mr. Stein attempted
18 it in your views, correct?

19 A. In my presence, yes.

20 Q. And you said it to the tribal councilmen
21 face-to-face at the meetings?

22 A. I said at the at the meetings.

23 Q. And you said Mr. Stein is not your attorney?

24 A. I said it at the meetings every time.

25 Q. No further questions.

26 THE COURT: All right let's take a break and then
27 we'll come back and do redirect.

28 MS. IBARRA: Yeah.

1 THE COURT: 10 minutes, you may step down if you
2 want to?

3 A. Oh thank you is there anywhere to get water
4 please.

5 THE COURT: We'll get it?

6 A. Thank you Your Honor.

7 (Break taken.) 11:26 AM to 11:36 AM.

8 THE COURT: Gabrielino versus Stein, BC361307.
9 All right you may continue. I'm sorry it's redirect.

10 MS. IBARRA: Yes.

11 THE COURT: You can start.

12 Q. BY MS. IBARRA: Ms. Aronson, did you -- you
13 previously testified and you can correct me if I'm wrong,
14 that Mr. Stein said he could get the tribe to do anything
15 he wanted them to do was that correct?

16 A. That's what he believed, yes.

17 THE COURT: Well you testified that that's what he
18 said, is that --

19 A. Correct. He said that, yes.

20 Q. BY MS. IBARRA: Did you believe that was an
21 accurate statement?

22 A. No I didn't believe it was an accurate
23 statement.

24 Q. Can you explain?

25 A. I had seen them say no to him before but not on
26 the resolutions, not on a lot of the things, a lot of
27 things were in their best interest and why agreed to by
28 both me and the council but the tribal council was a real

1 entity and a real organization with real individuals on it
2 who really were members of this tribe who really did care
3 about this project and I don't believe me would have just
4 rubber stamped anything Jonathan said and I think that's
5 proven by the fact that they didn't fire me even when
6 requested.

7 Q. Did you have occasion to observe Ms. Rae Lamothe's
8 interaction with the tribal council?

9 A. On occasion yes.

10 Q. And did you ever hear her -- because you testified
11 that you explained to them that Mr. Stein was not their
12 lawyer?

13 A. Say it Glenn.

14 Q. Did you say that you explained to them that Mr.
15 Stein was not their lawyer?

16 A. What does that have to do -- Rae Lamothe? I'm
17 sorry.

18 Q. Yes. My question is did you ever hear Ms. Lamothe
19 make the same clarification for the tribal council?

20 A. Not that I recall as I sit here right now but she
21 may have.

22 Q. Let me just ask you some additional questions
23 without reference to documents. You mentioned Ms. Garcia?

24 A. Ms. Garcia?

25 Q. Ms. Barbara Garcia?

26 A. Yes.

27 Q. Who supervised her?

28 A. Jonathan.

1 MR. STEIN: Objection this is outside -- objection
2 this is outside the scope of her testimony or
3 cross-examine.

4 THE COURT: I thought Garcia was mentioned, was
5 Garcia mentioned in the examination?

6 A. Yeah I have mentioned her several sometimes.

7 THE COURT: All right?

8 A. She was Jonathan's legal secretary but I believe
9 she also had a position with the tribe.

10 THE COURT: Overruled.

11 Q. BY MS. IBARRA: Did anyone on tribal council
12 supervise her?

13 A. No.

14 Q. Who was her supervisor?

15 A. It would have been Jonathan Stein, she would have
16 been a sector assistant to the gaming authority.

17 Q. Did you supervise her?

18 A. No although I did work with her closely.

19 Q. Okay. Was she employed by SMDC.

20 MR. STEIN: We're now truly outside the scope of
21 cross-examine?

22 A. I don't believe --.

23 THE COURT: Hold on ma'am there's an objection?

24 A. Sorry Your Honor.

25 MR. STEIN: We're now fully outside the scope of
26 direct and cross-examine, she did not talk about employment
27 status and Barbara Garcia before.

28 MR. FORDYCE: And at the very least she's

1 speculating.

2 THE COURT: Yeah I'm not sure, overruled to Mr.
3 Stein's objection but perhaps speculating on who was paying
4 her so if you can lay a foundation but otherwise it was
5 sustained?

6 A. I know that the tribe --

7 THE COURT: Hold on. Let her ask you a question.

8 Q. BY MS. IBARRA: Do you know who was paying Ms.
9 Garcia?

10 MR. STEIN: Same objection; beyond the scope?

11 A. I know that the tribe --

12 THE COURT: Hold on. Overruled.

13 A. I know that the tribe was not paying her because I
14 wrote all the checks and I don't recall ever having written
15 a check to Barbara Garcia and it wasn't called for in the
16 funding agreement.

17 Q. BY MS. IBARRA: And did you talk -- did you
18 mention working in the offices with Ms. Garcia?

19 A. Yes.

20 Q. Do you know how many entities shared that office?

21 A. At least three.

22 Q. Can you mention them?

23 A. Yeah they were the tribal offices, they were the
24 law office of Jonathan Stein and they were also the office
25 of the Santa Monica development corporation.

26 Q. Did you have occasion to observe what kind of
27 operations SMDC had?

28 A. What kind of.

1 Q. Operations?

2 A. Nothing outside of Jonathan's law office.

3 Q. Okay.

4 A. There was as far as I could see no separate
5 employees.

6 Q. And what about the law offices of Jonathan Stein,
7 was it -- was it operating?

8 A. Yes.

9 Q. What kind of law practice was he engaged in.

10 MR. STEIN: Objection outside the scope.

11 MS. IBARRA: Do you recall.

12 THE COURT: Overruled?

13 A. Business litigation, litigation for entertainment
14 and also for Native Americans.

15 Q. BY MS. IBARRA: And was there any other attorneys
16 besides Mr. Stein?

17 A. No. Well I believe Carolyn Markin might have been
18 an attorney so when you say were there any other attorneys
19 for Jonathan Stein no.

20 Q. But you don't remember?

21 A. Well I believe Carol only worked for the tribe but
22 it wasn't official because she wasn't hired by the tribe.

23 THE COURT: Well the question was did you see
24 anybody else working for Mr. Stein's office I have think
25 was the question.

26 MS. IBARRA: Yes.

27 THE COURT: So I think Carol Markin came up but I
28 don't understand how your answer --?

1 A. Right, because Carol Markin wasn't allotted nor in
2 the funding agreement and therefore, I believe Mr. Stein
3 had to pay her from the law offices of Jonathan Stein so
4 it's kind of a cross over who she worked for.

5 MR. STEIN: Objection that misstates facts in
6 evidence that show paid Carol Markin.

7 THE COURT: Well I think it's vague unless you can
8 clarify it's vague. So sustained on vagueness.

9 Q. BY MS. IBARRA: So can you clarify who hired Ms.
10 Markin?

11 A. Well that was the problem Jonathan hired Ms.
12 Markin without the approval of the tribal council.
13 Eventually the tribal council did approve Ms. Markin but
14 not when she was originally hired, I believe she was
15 originally paid for by Jonathan Stein.

16 Q. And you're unclear whether she was an attorney or
17 not?

18 A. I'm unclear whether she was an attorney or not.

19 Q. Did you ever speak to Mr. Stein about thinks ever
20 his theory that the tribe was a state recognized tribe?

21 A. Yes, we were going along with that theory.

22 MR. STEIN: Objection outside the scope.

23 THE COURT: Overruled if you want to ask those
24 questions you can?

25 A. We were under the theory that it was a state
26 recognized tribe so we were trying to get a casino under
27 the state compacts.

28 Q. BY MS. IBARRA: Okay. Did he ever tell that you

1 he had a change in theory.

2 MR. STEIN: I'm sorry what was the question.

3 Q. BY MS. IBARRA: So they ever tell you have he had
4 a change in theory as to whether the tribe was a state
5 recognized tribe?

6 A. Jonathan -- Jonathan thought that there was no way
7 that we could possibly get federal recognition, when I say
8 we I actually mean the tribe, sorry I'm not a part of the
9 tribe but he didn't believe that federal recognition was
10 possible and so he thought the only way to get a compact
11 would have been through state recognition.

12 Q. So we state my question, did he ever change his
13 opinion about that?

14 A. Not that I'm aware of. When you have say never, I
15 think he did after litigation but not during the time we
16 were working together.

17 Q. So he never told you that the tribe was not state
18 recognized?

19 A. No that would have been fraud under the Libra
20 agreement, we got the Libra agreement pursuant to state
21 recognition.

22 Q. Well what about as to the tribe, if the tribe
23 believed that Mr. Stein's theory that they were a state
24 recognized tribe?

25 A. Until after litigation.

26 Q. Did you believe that?

27 A. Yes until after litigation.

28 Q. Okay. Can we look at Exhibit 53.

1 MR. STEIN: Objection outside the scope.

2 THE COURT: Overruled?

3 A. Which book I'm sorry.

4 MS. IBARRA: It's the blue one, volume one, you
5 can actually get rid of the other ones. I'll come help
6 you?

7 A. Just in case I'm going to keep that.

8 MR. FORDYCE: Counsel is that '65 you said.

9 MS. IBARRA: 53.

10 MR. FORDYCE: 53 my apologies.

11 THE COURT: Is 53 in evidence Neli.

12 THE CLERK: 53.

13 MS. IBARRA: 53, I don't know if it's been marked
14 before it might not Defendants.

15 THE COURT: It might be defense something else.

16 MS. IBARRA: We've seen this a lot but we might
17 have used Defendants version of this document?

18 A. Okay.

19 MR. STEIN: This is in evidence I believe.

20 THE CLERK: Yes it's a 5/2 two, '06 letter.

21 MS. IBARRA: Yes.

22 THE CLERK: Yes it's in evidence.

23 THE COURT: All right it's in evidence. Go ahead.

24 Q. BY MS. IBARRA: Ms. Aronson do you recognize this
25 letter?

26 A. I believe that this is the letter that we were
27 going on, the one that made us believe that state
28 recognition is what you tribe has.

1 THE COURT: So the answer is yes I've seen this?

2 A. I believe so Your Honor.

3 MR. STEIN: May I just state for the record I want
4 to be cooperative with the court's desires but we're
5 objecting to anything to do with Exhibit 53, it did not
6 come up in direct testimony, it did not come up in
7 cross-examination, we should not be questioning her about
8 an exhibit that has not been brought up until now.

9 THE COURT: All right well you can have -- I'll
10 give you an opportunity to question her after defenses
11 question about this exhibit.

12 Q. BY MS. IBARRA: Ms. Aronson do you recall
13 approximately when you first saw this letter?

14 A. I believe it would have been in connection with
15 the development funding, the Libra agreement.

16 Q. Can you look at the date of this letter?

17 A. May 22nd, 2006.

18 Q. Do you know what the date is of the Libra
19 agreement funding agreement?

20 A. Not as I sit here right this second, no.

21 Q. It's 644, it's one of the big --.

22 THE COURT: Is there a stipulation as to what the
23 date was.

24 MS. IBARRA: It's May 20th, right of the Libra
25 agreement.

26 THE COURT: Okay is there a stipulation that
27 that's the date.

28 MR. STEIN: What date is this.

1 THE COURT: The Libra fund?

2 A. I don't have a six 20.

3 MR. STEIN: The Libra agreement preceded this
4 letter by.

5 THE COURT: We're asking for a stipulation of the
6 Libra agreement.

7 MR. STEIN: And I'm trying to determine what
8 that -- I didn't get what it was.

9 THE COURT: We'll accept it as May 22nd unless
10 shown otherwise.

11 MR. STEIN: No.

12 THE COURT: Okay.

13 MR. STEIN: Forgive me, forgive me Your Honor.

14 THE COURT: Yes.

15 MR. STEIN: The forgive me is May 20th.

16 MS. IBARRA: 20th there's a stipulation.

17 MR. STEIN: 644, Exhibit 644 has the date of the
18 Libra agreement, says clothing date, May 20, 2006, that was
19 two days before this is dated.

20 THE COURT: All right. May 20th, is that the
21 date.

22 MS. IBARRA: That is the date.

23 A. Yes I just found it it's May 20th.

24 THE COURT: All right.

25 MR. STEIN: Thank you you were.

26 Q. BY MS. IBARRA: So Ms. Aronson this letter,
27 returning back to Exhibit 5 three because we've established
28 the date of the Libra agreement?

1 A. Oh sorry.

2 Q. It's okay. 53 is May 22nd, 2006?

3 A. Yes.

4 Q. Correct? So does that refresh your recollection
5 as to the timing?

6 A. Well it would be two days after the Libra
7 agreement was signed but I believe this is one of the --
8 this is one of the vendors for the tribe that gave us
9 opinion as to whether or not the State of California can
10 officially recognize the tribe as not federally recognized.

11 Q. Why don't we -- I'll show you a different
12 document, I gave this to counsel earlier this is a reply
13 brief in support of the application to attach.

14 THE COURT: This is the writ of attachment
15 document.

16 MS. IBARRA: This is the reply brief.

17 THE COURT: That's why I wanted the full writ and
18 attachment and all that?

19 A. It states that the writ hearing.

20 THE COURT: Hold on hold on.

21 THE CLERK: Does this have a number Your Honor.

22 THE COURT: Is this new.

23 MS. IBARRA: This is new, can we take judicial
24 notice, there are P's and A.

25 s filed in support of the writ of attachment.

26 THE COURT: This doesn't have a file stamp on it.

27 MS. IBARRA: No I don't have a file stamp copy
28 actually.

1 MR. STEIN: It's signed by a David something.

2 THE COURT: Oh, it is signed oh Kenneth Sulzer
3 signed by a David.

4 MR. STEIN: Doesn't look like David DeKorte.

5 THE COURT: It's hard to read who it is.

6 MR. STEIN: We're objecting in the entry -- to the
7 use of this document for this purpose, this is one of the
8 documents however, I have want to acknowledge to the court
9 this is one of the documents we'll be turning in on the
10 writ but we'll objecting to the use of this on redirect
11 testimony and it's -- it's -- this is not even in evidence
12 here.

13 MS. IBARRA: Well I just -- counsel just
14 acknowledged it is a document from this action so can we
15 just take judicial notice of it.

16 MR. STEIN: And ownership objecting to taking
17 judicial notice for the purpose of redirect examination of
18 a witness who's already had direct and cross-examine.

19 THE COURT: Well I'll allow reopening so that you
20 can question her on this. If there's no dispute that this
21 is one of the documents filed then we can do that but?

22 A. And I don't -- I can't lay foundation to this
23 document, I don't recall ever seeing it.

24 Q. BY MS. IBARRA: Okay but there's judicial notice
25 that this is a record in this action and you were general
26 counsel at this time?

27 A. Correct.

28 Q. 2007, but --

1 THE COURT: So what's the exhibit number for this.

2 MS. IBARRA: Oh yes, is it 255.

3 THE CLERK: 255.

4 MS. IBARRA: 255.

5 THE CLERK: It's next in line, 255.

6 MS. IBARRA: 255, Ms. Aronson can you go to Page
7 6.

8 A. Yes.

9 Q. And do you see there's a B heading, can you read
10 it?

11 A. Legislative counsel numbered opinion disputes
12 historic tribe is state recognized.

13 Q. Can you read the paragraph, please?

14 A. But it gets worse for Defendants claim that they
15 are above the law or beyond this court's jurisdiction.
16 There is official doubt that the State of California even
17 recognizes the historic Gabrielino tribe legislative
18 counsel opinion number 0609495 states is that California --
19 am I going too fast?

20 THE REPORTER: No you're fine thank you --?

21 A. Has not recognized any historic tribe. It takes
22 the strictest view of the Cohen handbook's analysis that
23 state recognition may consist of merely recognizing that a
24 particular tribal group constitutes the indigenous people
25 of a particular area in the state. Legislative counsel's
26 official numbered opinion makes clear that California can
27 recognize a historic tribe but has not yet done so.

28 Q. Can you go ahead and read just the rest of that

1 section.

2 MR. STEIN: Objection relevance.

3 THE COURT: Overruled. I'll allow you to explore
4 this.

5 MR. STEIN: And objection calls for a legal
6 opinion.

7 MS. IBARRA: She's just reading it.

8 MR. STEIN: An expert opinion.

9 THE COURT: Overruled we haven't heard any
10 question yet?

11 A. The State of California may initially recognize a
12 tribe that's not federally recognized, dot, dot, dot while
13 California has not done so other states do have state
14 recognized tribes.

15 Q. And then there's a citation, skip the -- well
16 actually no, can you read the citation?

17 A. Second appendix, Exhibit 9, legislative counsel
18 opinion number zero 60 nine 49 Five Page 9 through 10.

19 Q. Go ahead can you read further?

20 A. The official numbered opinion is consistent with
21 the position expressed by legislative counsel to Mr. Stein
22 that assembly joint Resolution 96 does not carry the force
23 of law because it is not signed by a California governor.
24 According to California juris prudence, quote, a resolution
25 is a declaration or expression of the will of one of the
26 houses of legislature.

27 THE COURT: Legislature; houses of the
28 legislature?

1 A. I'm sorry. Other than by passage of a bill and a
2 joint or concurrent resolution is one that is concurred by
3 both houses of the legislature. A resolution is not a
4 legislative act and the legislature -- I can't even speak;
5 I apologize -- legislature in passing a resolution does not
6 exercise its law making power, unquote.

7 Q. BY MS. IBARRA: Is Mr. -- can you look at the
8 cover page of this document?

9 A. Yes.

10 Q. Is Mr. Stein listed as attorney of record?

11 A. Yes, he is.

12 Q. Okay. So did you see anything in that section
13 surprise you.

14 MR. STEIN: Objection calls for an expert opinion.

15 THE COURT: No calls for yes or no?

16 A. Not as I sit here today.

17 Q. BY MS. IBARRA: I see but --.

18 MR. STEIN: Objection call for -- I'm sorry fine
19 I'm sorry please ask your question.

20 Q. BY MS. IBARRA: What about when -- let's see.
21 What about at the time this action was filed in November of
22 2006 would you have been surprised to learn this?

23 A. Yes.

24 Q. Was this your understanding of what the state of
25 the law was with respect to the tribe?

26 A. No. Our understanding was that they were a state
27 recognized tribe.

28 Q. So you didn't realize that they weren't until

1 after this action was filed?

2 A. Correct. And -- correct.

3 Q. Turning now to Exhibit 25 four which is the fax
4 that you wrote to Mr. Jeff Long?

5 A. I'm sorry.

6 Q. Yeah do you have a copy, that was the loose leaf?

7 A. Yeah, I still have it.

8 MR. STEIN: Your Honor, before we leave this
9 point, Your Honor, I wish to make a point that the jury
10 made a finding that GT Tribe is an unincorporated
11 association and I believe this passage has to do with
12 whether or not they could be hauled up in a court in
13 California. At the time they were arguing they couldn't be
14 hauled up in front of a court in California because they
15 were not an unincorporated association, the jury had --
16 already has made the finding that yes, California courts do
17 have jurisdiction over it.

18 MS. IBARRA: Objection.

19 MR. STEIN: So I would like to say that had whole
20 line of questioning be stricken for not being relevant to
21 the witness's testimony.

22 MS. IBARRA: Objection misstates the jury verdict.

23 THE COURT: Sustained, you may ask.

24 Q. BY MS. IBARRA: So back, just back to --

25 A. I didn't know there was a jury verdict.

26 Q. Well yeah. Exhibit 254.

27 THE COURT: And what it says is not something
28 before you so --?

1 A. Okay thank you.

2 Q. BY MS. IBARRA: Can you look at Page 8?

3 A. Page 8 or fax eight.

4 Q. The letter eight -- I mean I'm sorry the Page 8?

5 A. Okay.

6 THE COURT: What does it say at the top.

7 MS. IBARRA: It says prohibited Stein from
8 entering into management agreement?

9 A. I'm sorry?

10 Q. That's the first words in the letter.

11 THE COURT: The top?

12 A. Yes got it.

13 MS. IBARRA: At the top, there's actually no fax
14 payment, there's just a letter page on this one?

15 A. Yep.

16 Q. So the first full paragraph, the last two lines,
17 can you read those two lines?

18 A. I'm sorry where am I?

19 Q. Ask for oh the first full paragraph on page eight?

20 A. Okay.

21 Q. The last -- I'm sorry the last three lines it
22 begins with as for repayment under the contracts, do you
23 see that?

24 A. .

25 THE COURT: Why don't you come up and show her
26 where you're referring?

27 A. And I apologize I'm a little sick and my eyes are
28 going really blurry on me so.

1 MR. STEIN: Where are we reading from.

2 MS. IBARRA: (Indicating.) okay.

3 THE COURT: First full paragraph, last three
4 sentencing?

5 A. If you don't mind, I'm sorry. Okay.

6 Q. BY MS. IBARRA: Okay so.

7 THE COURT: Why don't you read it out loud.

8 MS. IBARRA: Okay as for repayment under the
9 contract Stein waived any payment to receiving back pay
10 from the investor monies in exchange for being paid \$50,000
11 a month.

12 MR. STEIN: Objection hearsay.

13 THE COURT: Overruled.

14 MS. IBARRA: Clearly these monies were not called
15 for in the budget provided to the investors, a budget that
16 Stein prepared. What is more, as ascribed above, on
17 numerous occasions, Mr. Stein breached his contracts of
18 fiduciary duties to the tribe. Even had Stein not quit he
19 could have been fired for cause. So is that your
20 understanding about about Mr. Stein received back pay?

21 MR. STEIN: Objection leading.

22 MR. FORDYCE: And objection hearsay how is that
23 not the truth.

24 THE COURT: Overruled.

25 MR. STEIN: She's using it for the truth of Mr.
26 Stein making a waiver, she's saying that Mr. Stein made a
27 waiver and she's using this witnesses writing for the truth
28 that Mr. Stein made a waiver when factor she has no

1 knowledge of that and it may not be used for the truth.

2 THE COURT: Well overruled. You can ask her?

3 A. I testified earlier that.

4 Q. BY MS. IBARRA: Yes.

5 A. He had waived his rights to my back pay under the
6 agreement but if the 50,000 a month was in lieu of that,
7 that's what it is. I don't recall it as I sit here today
8 being back pay. I just remember he was pay \$50 a month
9 under the contract.

10 THE COURT: You mean 50,000?

11 A. 50,000 per month under the Libra agreement,
12 correct.

13 Q. BY MS. IBARRA: And did you have -- you did have a
14 role in the Libra agreement, right? You did have a role in
15 helping with the preparation of the Libra agreement?

16 A. Correct.

17 Q. So you had personal knowledge of this?

18 A. That he was paid 50,000 a month, absolutely.

19 Q. Well that this was negotiate negotiated?

20 A. The vast majority of the Libra agreement was
21 negotiated by Carol -- by Marilyn Barrett.

22 Q. Right.

23 A. And the budget is what I had mainly helped prepare
24 in or signed off on because Rae Lamothe was a party to that
25 as well.

26 Q. Okay. And did you -- did Mr. Stein make any
27 expenditures that were beyond the scope of the Libra budget
28 shall of the budget attached to the Libra agreement?

1 A. Not when I was a signatory.

2 Q. Oh what about Ms. Carol Markin?

3 A. Not when I was a signatory I wouldn't give her
4 checks.

5 Q. Can we look at Page 3 of the fax -- I'm sorry Page
6 5 of the letter, page 6 of the fax, let's skip to the last
7 two -- the last two sentences of the first paragraph
8 beginning -- I'll just read it, Ms. Markin without
9 tribal -- Stein hires Ms. Markin without tribal council
10 authority and despite the fact that her Sal reef was not
11 allocated in the budget?

12 A. Correct. But I don't believe she was ever paid by
13 the tribal council for those payments until after the
14 tribal council passed a resolution for her after Jonathan
15 had left.

16 Q. So is your testimony correct then that Mr. Stein
17 never made expenditures that weren't within the scope of
18 the Libra budget?

19 A. I'm sorry. When you say expenditures, they
20 weren't paid from any tribal funds. He may have paid Mrs.
21 Markin, but the original paychecks didn't come from the
22 tribe, they came from Mr. Stein.

23 Q. But eventually she was paid for?

24 A. Eventually the tribal council did okay it, yes.

25 MS. IBARRA: That's all I have for now.

26 THE COURT: Okay Mr. Stein you can do your clean
27 up that you want -- requested so recross.

28 MR. STEIN: Well I'd like to finish today so you

1 don't have to bring manometer back.

2 THE COURT: We're going to be another 15 minutes
3 she's not coming back after today.

4 MR. STEIN: Five is all I need.

5 THE COURT: Five, okay, I'm giving you time
6 because there were issues that weren't raised.

7 MR. STEIN: Thank you, Your Honor.

8 Q. BY MR. STEIN: Ms. Aronson was Cruz Reynoso and
9 Armand Arabian involved in a thoracic Eiffe that a state
10 recognized tribe could gamble under the California
11 constitution?

12 A. Yes.

13 Q. Was it the understanding of Mr. -- professor
14 Reynoso and Mr. Arabian, both former California Supreme
15 Court jurisdiction advertises, that the tribe was state
16 recognized?

17 A. Whether they were state court justices I don't
18 recall as I sit here today but yes their opinion was this
19 was a state recognized tribe.

20 Q. And do you know if the deputy legislative
21 counsel -- well referring to back to Exhibit 5 three the
22 legislative counsel opinion do you know who Sheila Mohan
23 was?

24 A. No, I do not.

25 Q. Was she the deputy legislative counsel, maybe age
26 24?

27 A. As I sit here today, I don't recall who she was
28 no. It says on the document, however, Sheila Mohan signed

1 as deputy legislative counsel.

2 Q. So this was not done by Diane F. Boyer-Vine, it
3 was done by a deputy?

4 A. That's what it says.

5 Q. And you never met the deputy?

6 A. Not that I recall.

7 Q. Dupe if there was a later meeting to clarify and
8 revise this version of the opinion?

9 A. I don't even recognize this document, I thought
10 this said that it was a state recognized tribe, I thought
11 this was 16 those letters, I've got to be honest, after
12 sitting here read not reading all of these 20 pages I don't
13 know if that's what it says, does this say that it does
14 not.

15 THE COURT: So the question is do you know if
16 there is any meeting after this letter or what is your
17 question again.

18 Q. BY MR. STEIN: Do you know if there was any
19 meeting where the legislative counsel revised their views
20 expressed in this letter that there was some question as so
21 state recognition?

22 A. Do I have personal knowledge of it, no.

23 Q. And turning to Mr. Stein's \$50,000 a month, what
24 waiver are you talking about?

25 A. The agreement, I think that you're referring to,
26 my referring to the agreement not to have back pay.

27 Q. Yes.

28 A. As part of the agreement under Libra, in other

1 words --.

2 Q. What agreement is that, how is that expressed?

3 A. I believe there was a resolution in regards to it
4 and I believe there is even something in the Libra
5 agreement itself that says that it's not to pay for
6 anything from this point forward to get --

7 Q. Can you refer the Libra agreement we've reviewed
8 it many, many many times and haven't found it yet?

9 A. What exhibit is that.

10 Q. 644.

11 MS. IBARRA: What is the question of.

12 THE COURT: What is the question.

13 MR. STEIN: As to whether there was any waiver of
14 Mr. Stein of past due sums under the SMDC agreement which
15 they claims there was in her letter to Mr. Long.

16 THE COURT: Is there a waiver of past due sums in
17 the SMDC agreement.

18 MR. STEIN: That's correct.

19 MS. IBARRA: Objection it's vague, written waiver
20 or oral waiver, it's --.

21 MR. STEIN: My waiver.

22 THE COURT: Well he's asking her to look at the
23 SMDC agreement to see.

24 MR. STEIN: We're starting here, we're starting
25 here, she said that the waiver could be found in the Libra
26 agreement that she's referring to.

27 THE COURT: Well she's looking at the SMDC one
28 now.

1 MR. STEIN: No she's looking at the Libra
2 agreement.

3 THE COURT: Owe so you want her to look at the
4 Libra agreement.

5 MR. STEIN: No she wanted to?

6 A. I don't want to look at anything I wants to go
7 home, what do you want me to look at.

8 THE COURT: What do you want her look at Mr.
9 Stein.

10 MS. IBARRA: That misstates her testimony, her
11 testimony said it was a resolution.

12 THE COURT: She did say that too but go ahead you
13 can ask her anything you have want, what don't was want to
14 look at.

15 MR. STEIN: What is the source of the waiver, you
16 said it was in the Libra agreement and that you wanted to
17 look through the Libra agreement because you could find it.
18 I believe that's what you're doing?

19 A. I said I --.

20 THE COURT: What document are you looking at now
21 ma'am, what's the exhibit number?

22 A. I'm looking at 644.

23 THE COURT: 644 is that the Libra agreement or is
24 that SMDC just so we are clear, Neli what is 644.

25 THE CLERK: 644 is Libra agreement.

26 THE COURT: So 644 if you're looking at 644 is the
27 Libra agreement.

28 MR. STEIN: And she says that the waiver is in

1 there.

2 THE COURT: Okay is that where you can find a
3 waiver.

4 A. No no I think that there is mentioned in here that
5 it's suppose Ed to be for development of a casino that's
6 from this point forward but the actual agreement was
7 something that came up during a tribal council meeting and
8 there was resolutions with regards to it. Nobody was going
9 to get back pay including the tribal council members who
10 had been there.

11 Q. And can you point out -- do you have those
12 resolutions?

13 A. I don't have the resolutions, I am assuming you
14 have the resolutions, I would assume they're part of this
15 document, you have Five to '67 books here, I'm assume
16 they're in one of here.

17 Q. Well we've had 10 weeks of trial without any
18 reference to such resolution?

19 A. Well I have --.

20 MS. IBARRA: There's objection mates states them.

21 THE COURT: Well there might have been reference
22 to it, the question is are there written resolutions that
23 you have it, are there any written resolutions that have
24 been introduced.

25 MS. IBARRA: To this effect, I've never seen it,
26 I've heard -- I've heard a lot about it but.

27 THE COURT: You've heard testimony but no written
28 resolution.

1 MS. IBARRA: Yes.

2 A. Here it is. Covenants of the tribe, it's Page 19
3 of the agreement. It says use of proceeds. The funds paid
4 to the tribe pursuant to this agreement shall be used only
5 in furtherance of the development of the proposed project.

6 MR. STEIN: Forgive us. Tell us when you're
7 reading?

8 A. Page 19 of the Libra agreement?

9 Q. Section A, Five A?

10 A. Correct.

11 Q. Let's let the court get there.

12 THE COURT: I don't have it in front of me.

13 MR. STEIN: It's Exhibit 644, it's Page 876 Bates
14 stamp.

15 THE COURT: Well you can ask your question we'll
16 get a hold of it.

17 Q. BY MR. STEIN: So that was, it says the funds
18 paved to the tribe pursuant to this agreement shall be used
19 only in furtherance of the development of the proposed
20 project. How is that a waiver by SMDC?

21 A. I didn't say it was a waiver by SMDC I said that
22 was done in actual writings pursuant to this covenant that
23 the proceeds that you had agreed with Libra to only use
24 them in furtherance of getting the casino, not in back pay
25 for anybody or back past expenses.

26 Q. But we just went through Exhibit E don't you have
27 recall the Five or six items that were all back pay, Dan
28 Crane, Rae Lamothe, Sam Dunlap's reimbursement, Mr.

1 Eichman's pay.

2 A. All of which were agreed to by Libra and all of
3 those vendors --

4 Q. And Libra -- forgive me, and Libra also agreed to
5 50,000 per month for SMDC; is that correct?

6 A. 50,000 a month, correct.

7 Q. And SMDC is not a party to the Libra agreement?

8 A. No.

9 Q. So how does this constitute a waiver by SMDC in
10 writing.

11 MS. IBARRA: Objection misstates her testimony.

12 A. Again the waiver --

13 THE COURT: Well let her explain her testimony?

14 A. Again the waiver is not in this document it was
15 however I believe prepared by you to say that you have and
16 the council members were all waiving your back pay under
17 this first tronch of investment because it would have ate
18 up the 2.1 million dollars, you and the council members
19 were owed more than the first tronch of the investment
20 payments and they wanted to make sure that those proceeds
21 were not used in that manner and so.

22 THE COURT: So?

23 A. There was an treatment.

24 THE COURT: When you say everyone was waiving the
25 back pay, you're not referring to everyone because Crane
26 has back pay --

27 A. No I'm referring to the six council members and
28 Jonathan Stein.

1 THE COURT: All right I just want to be clear
2 because there are some that indicate that payment, but when
3 you say everyone, you're referring to Mr. Stein and the
4 tribal council members?

5 A. Correct.

6 THE COURT: Okay.

7 Q. BY MR. STEIN: What you're calling a waiver are
8 you simply saying that they grade that that was had not in
9 the budget for the 2.15 million?

10 A. Yes, that they would not seek those funds from
11 that budget.

12 Q. So it's really not a waiver at all, is it? It's
13 just not seeking payment out of the 2.15 million beyond the
14 \$500,000 provided for SMDC is that --

15 A. Correct.

16 Q. Correct; that's correct?

17 A. Yes.

18 Q. Okay.

19 THE COURT: In other words I have think the point
20 is just so I'm clear what your testimony is is Mr. Stein
21 isn't saying I'm giving up any right to collect he's saying
22 I'm passing on collection right now?

23 A. He gave up the right from this first monies that
24 were given to the tribe the 2.1. He can collect on future
25 monies if that was pursuant to the budget and agreed to and
26 he was definitely owed those monies but he was not allowed
27 to request them from this 2.1 million dollars.

28 THE COURT: All right.

1 Q. BY MR. STEIN: And can we go to the budget, Page
2 927?

3 A. Yes.

4 Q. It says \$500,000 is 10 months times 50,000. Do
5 you see that there?

6 A. I do.

7 Q. Was Mr. Stein paid 10 months at 50,000 for a total
8 of 500,000 out of the Libra budget?

9 A. I know that you were paid an amount of those
10 monies, correct.

11 Q. Can you please -- strike as nonresponsive. Can we
12 please have the question and ask her answer the question.

13 THE COURT: Okay?

14 A. I don't believe you were paid maybe the last one
15 or the one after because by that time you were no longer
16 the CEO, Senator Polanco was.

17 MR. STEIN: Again can we go -- with the Court's
18 permission can we read the question and get an answer.

19 THE COURT: Yeah I'm not sure you answered the
20 question?

21 A. Okay I might not have understood the question and
22 I apologize.

23 THE COURT: Can you re-read the question.

24 (Record read.)?

25 A. No.

26 MR. STEIN: Thank you?

27 A. I believe he was paid eight or nine months because
28 he didn't work for 10 months.

1 Q. Do you agree that Mr. Stein was not paid for
2 September 2006 or any time after that?

3 A. I don't -- that's what I don't know is whether you
4 were paid for September I know you weren't paid for
5 October.

6 Q. And it said in the letters that, not September you
7 never objected to those letters?

8 A. I'm sorry?

9 Q. Wasn't -- didn't you talk about a check bouncing,
10 wasn't that September 2006?

11 A. I'd never said a check bounced, I said that you
12 wrote a check and were not authorize today do so.

13 Q. You never said a check bounced.

14 THE COURT: Wait wait, counsel, hold on, she was
15 explain, bounced versus insufficient funds, let her e
16 plain?

17 A. There was a check you wrote while you were still
18 CEO for \$50,000 to yourself. It bounced, you had told me
19 at that time that you did not mean to put it on the tribal
20 checks you actually had a tribal check in there and
21 therefore, you were supposed to do it on Santa Monica
22 development company to yourself and it bounced, that was
23 sometime in August maybe. The one you're referring to in
24 October did not bounce, it was not authorized because you
25 were not a signatory of the account at that time. It's a
26 completely different thing than bouncing.

27 THE COURT: So we're talking about two different
28 of checks now.

1 A. Yes there was always two different checks and
2 that's why had he keeps saying bounce and neither -- the
3 only one that bounced was the one that he wrote mistakenly.

4 THE COURT: Okay.

5 MR. STEIN: May, June, July, August, that's four
6 months, correct?

7 A. Correct.

8 Q. Libra funded May 20th is that correct?

9 A. Correct.

10 Q. To your knowledge, did Mr. Stein get paid for May,
11 June, July, August?

12 A. Yes.

13 Q. And that to you is eight or nine months?

14 A. I have guess not. Point taken.

15 Q. So would you say that Mr. Stein was not paid
16 500,000, he was paid four times 50 is 200,000?

17 A. Yes it was and I apologize in my head I was
18 thinking the 10th month is October, but you're right it
19 didn't fund until May.

20 Q. So if there was any waiver in return for payment
21 of 500,000, only 200,000 was paid?

22 A. I read the tribal administration to be from that
23 point forward you were to be paid fees of \$50,000 a month
24 for 10 months, that's what the agreement alleged, after 10
25 months we were to get the other -- we would start to go
26 into the next investment batch. I didn't mean that you got
27 paid 10 months of back pay so when you no longer worked as
28 the CEO, the S M.D. agreement was invoiced and Senator

1 Polanco was paid by the tribe \$50,000 per month.

2 Q. SMDC agreement was void because it was terminated?

3 A. To continue on for \$50,000 a month, yes.

4 MR. STEIN: Your Honor it's 1215 I have no further
5 questions rather than pull her back for five minutes I
6 don't wish to do that.

7 THE COURT: Well we don't have any more questions.

8 MS. IBARRA: I don't either I think we're good.

9 THE COURT: No further questions?

10 MR. STEIN: No further questions. Thank you.

11 A. It's been a pleasure.

12 THE COURT: Thank you. All right.

13 MR. STEIN: So are we finished with the witness
14 Your Honor.

15 THE COURT: Yes I think we are.

16 A. Am I excused.

17 THE COURT: You may step down thank you?

18 A. Thank you Your Honor. Do you want me to put these
19 books there.

20 THE COURT: No just leave them there my staff will
21 clean them up and tomorrow we have Ms. Barrett.

22 MS. IBARRA: Ms. Barrett who should be short.

23 THE COURT: Okay.

24 MR. STEIN: And Your Honor the court relieved us
25 of any responsibility to put any of our witnesses on.

26 THE COURT: Yes.

27 MR. STEIN: So what else are we going to be doing?
28 Ms. Barrett is going to be answering three questions I

1 believe.

2 THE COURT: And how much time will you use up in
3 cross do you think?

4 MR. STEIN: I believe there's only three questions
5 we're bringing her back to answer, or two.

6 THE COURT: It may bring up questions you may want
7 to cross on.

8 MR. STEIN: I would equal time with Ms. Barrett,
9 that's all, or less.

10 MS. IBARRA: And he's right, there's only about
11 three discreet topics that we're going to touch upon and so
12 I would think we would be done by probably 11.

13 THE COURT: When you say done you don't have
14 anybody else we have would be --

15 MS. IBARRA: Well we -- my only other witness Mr.
16 Margolis and he's coming on Wednesday.

17 THE COURT: Right, okay. All right. And we'll be
18 done early since I told the Defendants they wouldn't have
19 to prepare for that date.

20 MR. STEIN: Thank you Your Honor.

21 THE COURT: Yes.

22 MS. IBARRA: I have got an e-mail regarding a
23 dismissal Mr. Stein? No? I got an e-mail yesterday at 130
24 that they were going to be filing dismissals and we thought
25 we were supposed to be here at 10 and he said be here at
26 nine 45 to we can discuss with the Court's, is that
27 anything -- are you denying that you sent that counsel?
28 Okay.

1 THE COURT: Mr. Stein I think she's asking you a
2 question.

3 MR. STEIN: I don't know what she's talking about.

4 MS. IBARRA: I will bring a copy of the e-mail
5 tomorrow.

6 THE COURT: You have don't know what she's talking
7 about.

8 MR. STEIN: No.

9 MS. IBARRA: I can pull up a copy on my iPad.

10 THE COURT: It's already past 12 talk to each
11 other.

12 MS. IBARRA: Okay we will talk tomorrow.

13 THE COURT: All right thank you.

14 MR. FORDYCE: Thank you Your Honor.

15 MS. IBARRA: Thank you. 12:18 PM. .

16 THE COURT: So far let's just make it the regular
17 time tomorrow right.

18 THE REPORTER: Is regular time 9:30.

19 THE COURT: 9:30.

20 MR. FORDYCE: Oh it's changed.

21 THE COURT: We keep going back and forth 9:30 or
22 10. .

23 MS. IBARRA: So it's 9:30.

24 THE COURT: 9:30.

25 MS. IBARRA: Okay thank you. 12:18 PM.

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