

EXHIBIT 39

TO CHRISTOPHER LONG'S DECLARATION ISO MSJ

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 ---oOo---

5
6 OAKLAND BULK & OVERSIZED
7 TERMINAL, LLC

8 Plaintiff,

9 vs.

NO. 3:16-cv-07014-VC

10 CITY OF OAKLAND,

11 Defendant.
12 _____/

13
14 VIDEOTAPED DEPOSITION OF JERRY A. BRIDGES
15 OAKLAND, CALIFORNIA
16 TUESDAY, OCTOBER 31, 2017
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19
20

21 BY: ANDREA M. IGNACIO, CSR, RPR, CRR, CCRR, CLR ~
22 CSR LICENSE NO. 9830
23 JOB NO. 132675
24 Pages: 1 - 222
25

1 I think our discussions in responses to the
2 subpoenas are off limits, and you shouldn't testify as
3 to those.

4 If you have other information in response to
5 the question, please do so.

6 THE WITNESS: I have no other information to
7 provide.

8 MR. COLVIG: Q. Do you know whether any
9 storage media that you controlled was searched for the
10 purpose of producing documents in this lit --
11 litigation?

12 A Yes.

13 Q Okay. What storage media was searched that
14 was in your control?

15 A The -- we have a server in our office, and it
16 was searched for various e-mail and whatever other
17 content was searched for. Technically, that server is
18 not under my control. It's controlled by my parent
19 corporation.

20 Q What is the parent corporation?

21 A Bowie Research Partners, a wholly-owned
22 subsidiary.

23 Q When you say "wholly-owned subsidiary," are
24 you saying that Terminal Logistics Solution LLC is a
25 wholly-owned subsidiary of Bowie Research Partners?

1 A Yes.

2 MR. COLVIG: I'm going to mark, as the next
3 exhibit in order, an Oakland Terminal Lender
4 Presentation dated February 2015.

5 (Document marked Exhibit 2
6 for identification.)

7 MR. BASSAK: Thank you.

8 MR. GORDON: Bowie is B-O-W-I-E.

9 MR. BASSAK: All right.

10 Counsel, are we proceeding with the
11 understanding that everything marked as an exhibit in
12 this deposition is provisionally designated
13 confidential under the protective order, subject to
14 review down the road?

15 MR. COLVIG: My understanding is, and
16 probably Kevin Siegel can help me better how that
17 procedure works, but there's a period of time when
18 parties, and perhaps third parties can, after receipt
19 of the transcript, designate portions of it as
20 confidential, but you have different --

21 MR. SIEGEL: If you look at the protective
22 order, it outlines what the rules are, and I think
23 it's really before the close of the deposition that
24 you have the opportunity to invoke your right to
25 review the transcript for designation portions of it

1 Q Did coal move through that terminal?

2 A Coal moved through the Port of Virginia, yes.

3 Q Was the coal stored at the port for any
4 purpose?

5 MR. BASSAK: Objection as to form.

6 THE WITNESS: Coal was stored at -- at
7 private terminals at the port, yes.

8 MR. COLVIG: Okay.

9 Q Were they enclosed for storage?

10 A No.

11 Q Does TLS have revenue?

12 MR. BASSAK: Objection as to form.

13 THE WITNESS: TLS does not have revenue.

14 MR. COLVIG: Q. Where does TLS obtain its
15 funding to pay its obligations?

16 A The funding for TLS is made up through our
17 investor.

18 Q Which is who?

19 A Bowie Resources Partners.

20 Q Does the money come directly from Bowie
21 Resources Partners, or through some other entity?

22 MR. BASSAK: Objection as to form.

23 Answer, if you know.

24 MR. GORDON: Objection as to form; compound.

25 THE WITNESS: As far as I know, the money --

1 A No.

2 Q When did you first get involved in a
3 potential bulk and oversized terminal at the Western
4 Gateway?

5 A June 2014.

6 Q How did that come about, that you got
7 involved?

8 A I received a phone call from Mr. Wolff. He
9 identified himself and told me that Bowie was looking
10 to do a bulk terminal, a multiple bulk terminal in
11 Oakland, and that he went out in his search for
12 someone to manage that process and run the terminals.

13 He consulted with a former colleague at CSX
14 Railroad, a person I worked with in -- when I was with
15 Sea Land Services. And through his recommendation,
16 Jim contacted me and asked me if I would be interested
17 in working with them to see this project through.

18 Q And you agreed?

19 A I agreed.

20 Q And you've been involved ever since?

21 A I have.

22 (Document marked Exhibit 4
23 for identification.)

24 THE WITNESS: Thank you.

25 MR. COLVIG: Q. Can you identify this

1 document?

2 A Yes.

3 Q What is it?

4 A This is the Development Management Agreement
5 by and between Terminal Logistic Solution LLC and the
6 California Capital Investment Group, dated April 24th,
7 2015.

8 Q Did you have any involvement in negotiating
9 this agreement?

10 A Yes.

11 Q Okay. What was your involvement?

12 A Advising my -- advising our investors on some
13 of the terms and condition in -- in this agreement. I
14 was briefed along the way as to how it was progressing
15 and -- and how they were doing with the negotiations.

16 Q If you could turn --

17 A And then --

18 Q Go ahead.

19 A -- and then I -- basically, once it was --
20 once it was done, my signature is affixed to the
21 document as representing my agreement with the content
22 and what was done in it.

23 Q Okay. Yeah. If you could turn to the
24 signature page, which these are numbered on every
25 page, so it would be OB104565.

1 A Yes.

2 Q What is it?

3 A This is -- this is an extension of the -- of
4 the DMA, a suspension of the agreement of the DNA --
5 DMA that happened in May of 2017.

6 Q Why was the DMA suspended from TLS's
7 standpoint?

8 A Well, at this point -- this point in the
9 development of the terminal, the City had passed the
10 ban on storing and handling of coal at the Oakland
11 Army Base.

12 That point, we were not sure as to how we
13 were going to proceed. Therefore, by suspending the
14 DM -- the DMA, all the infrastructure that we had put
15 in place in terms of the architects, the designers, a
16 scientist and everyone else that was a part of -- of
17 our management agreement, we had them put their pens
18 and pencils down, and we suspended the DMA to
19 discontinue making payments to those entities until we
20 were clear as to where we stood going forward with the
21 City.

22 Q Was the DMA ultimately terminated?

23 A Yes.

24 Q Was that done through an amendment to an
25 exclusive negotiating agreement with OBOT?

1 MR. BASSAK: Objection as to form.

2 THE WITNESS: I really don't know.

3 MR. COLVIG: Okay. I'll mark, as the exhibit
4 next in order, a group exhibit, which we previously
5 had been marked as Exhibit 55 to the deposition of
6 Mark McClure on October 12th, 2017. And we put little
7 sticky notepads -- tabs just to help guide people to
8 the particular documents.

9 What we have is a group exhibit of the
10 exclusive negotiating -- negotiation agreement, and
11 its various amendments. So the various tabs just
12 helps you find which amendment relates to it.

13 A Right.

14 MR. BASSAK: When you say "group exhibit,"
15 what do you mean by that?

16 MR. COLVIG: It is a grouping of the
17 Exclusive Negotiation Agreement and its amendments.

18 (Document marked Exhibit 6
19 for identification.)

20 MR. BASSAK: And are you marking this next in
21 order --

22 MR. COLVIG: Yes.

23 MR. BASSAK: -- in this depo?

24 Thank you.

25 MR. COLVIG: So this is exhibit?

1 Q Okay.

2 MR. GORDON: Just to be clear, it's Rail
3 Service, no "S."

4 MR. COLVIG: Very good. Thank you, John.

5 Q It makes reference to a Rail Service
6 Agreement.

7 Was a form of Rail Service Agreement ever
8 negotiated, to your knowledge?

9 A In our operating plan, there was note of how
10 the rail would service the TLS terminal. But, to my
11 knowledge, there was no written agreement, per se, at
12 this point.

13 Q Why did TLS need a Rail Service Agreement
14 with Oakland Global Rail Enterprise LLC?

15 MR. GORDON: Objection.

16 MR. BASSAK: Objection as to form.

17 MR. GORDON: Objection; assumes facts.

18 THE WITNESS: Should I answer the question?

19 MR. BASSAK: To the extent you can, yes. Go
20 ahead.

21 THE WITNESS: TLS needed a Rail Service
22 Agreement because we had no plans of operating the
23 short line railroad. That opportunity in that
24 contract was already with OGRE to run that short line
25 railroad. So we needed an agreement with them to

1 deliver those trains to -- to the terminal itself. So
2 it would be necessary for us to enter into an
3 agreement with the rail operator for -- for OBOT.

4 MR. COLVIG: Q. And when you say "OGRE,"
5 are you referring to Oakland Global Rail Enterprise
6 LLC?

7 A I am.

8 Q And if I refer to OGRE during the duration of
9 this deposition, will you know what I'm referring to?

10 A I will.

11 Q Okay. Are you familiar with the form of
12 sublease that has been negotiated between OBOT and
13 TLS?

14 A What do you mean?

15 Q Are you generally familiar with how it's to
16 work?

17 A Yes.

18 Q Okay. Just to be clear, can you give me
19 this, your document, and I'll find that page faster
20 than anybody else.

21 So, I'm handing you back Exhibit 6, and I
22 have -- I'd like to turn your attention to the Seventh
23 Amendment to Amended and Restated Exclusive
24 Negotiation Agreement and Sublease Option --

25 A Yes.

1 THE WITNESS: The last question you were
2 asking me about who would be responsible for building
3 the terminal; was that the question?

4 MR. COLVIG: It was designing.

5 THE WITNESS: Designing. I would be
6 ultimately in charge of supervising the design of the
7 terminal. Of course, we have a team in place, so I
8 would have ultimate responsibility. I'm -- I'm the
9 president of the company.

10 MR. COLVIG: Okay.

11 Q So TLS would hire contractors to do that?

12 A Absolutely.

13 Q And how about construction of the terminal?

14 A Me.

15 Q Who would be responsible for that?

16 A I would ultimately be responsible, but we
17 would hire consultants and general contractors to
18 implement our plan and our design.

19 Q Why was the Development Management Agreement
20 terminated?

21 A Like I said before, when we -- when our --
22 when a major commodity was banned, it threw the whole
23 project into a reevaluation period, and we didn't need
24 to have -- to expend the resources for a Development
25 Management Agreement until we had clarity as to the

1 negotiations between TLS and OBOT for any change of
2 deal terms resulting from OBOT's inability to
3 guarantee that any specific commodity could be used at
4 the terminal?

5 A I am not --

6 MR. BASSAK: Objection as to the form of the
7 question.

8 MR. GORDON: Objection; lack of foundation;
9 calls for speculation.

10 THE WITNESS: I'm not familiar with any
11 negotiations of that nature.

12 MR. COLVIG: Q. Is TLS reimbursing OBOT for
13 a portion of its litigation costs in connection with
14 the litigation described in paragraph one of this
15 agreement?

16 A I don't know. TLS is -- TLS is not.

17 Q Do you know if anybody else is?

18 A No, I don't know.

19 Q If you go to the next page, you'll see
20 paragraph six, subpart C. It says "Litigation
21 Payment," and it goes on from there.

22 A It says here there is a --

23 MR. BASSAK: Why don't you wait for a
24 question.

25 THE WITNESS: Okay.

1 MR. COLVIG: Q. Does this refresh your
2 recollection as to whether there was an agreement that
3 TLS would reimburse certain legal costs of OBOT?

4 A It's -- it's written here. So yes, I've read
5 this document before. I just didn't recall.

6 Q Okay. And at the top of the page we're
7 looking at, which is OB322410, is paragraph five, a
8 noncompete release.

9 A Uh-huh.

10 Q Do you see that?

11 A Yes.

12 Q Have you been aware of that provision?

13 A Yes, I'm aware of the provision.

14 Q Have you been involved in any discussions
15 with any representatives of OBOT concerning that
16 provision?

17 A No.

18 Q Are you aware of any circumstances that led
19 to that provision being agreed to?

20 MR. BASSAK: Objection as to form of the
21 question.

22 MR. GORDON: Join.

23 THE WITNESS: Can you repeat the question,
24 please.

25 MR. COLVIG: Yeah.

1 A I can identify it, because it's in front of
2 me now, but I've -- I've not seen this document.

3 Q Okay. Can you turn to the third-to-last
4 page, OB322951.

5 A Yes.

6 Q And tell us whether that is Mr. Siegel's
7 signature under the two TLS entities?

8 A It appears so.

9 Q If TLS goes forward and exercises its option,
10 who will it contract with to receive bulk or oversized
11 goods --

12 MR. BASSAK: Objection.

13 MR. COLVIG: Q. -- in terms of --

14 MR. BASSAK: Sorry.

15 MR. COLVIG: Q. -- just not the particular
16 entities, but the types of entities?

17 MR. BASSAK: Objection as to the form of the
18 question.

19 MR. GORDON: Object. Join. Objection; lack
20 of foundation; calls for speculation; vague and
21 ambiguous.

22 MR. BASSAK: Do you understand the question?

23 THE WITNESS: I think I understand the
24 question.

25 We would contract with any shipper of bulk

1 material who agrees to our terms for operation,
2 efficiency, environmental sustainability, and economic
3 development for our terminal in the City of Oakland.

4 MR. COLVIG: Q. And you -- when you say
5 "shipper," what do you mean?

6 A Shippers of various bulk commodities.

7 Q Do you mean a beneficial cargo owner?

8 A I mean a shipper. We -- the shipper -- the
9 shipper or the beneficial cargo owners, those terms
10 are sometimes -- sometimes used interchangeably, but
11 primarily our agreements will be with the shipper, and
12 it will be for any bulk commodity that agrees to our
13 terms, that will be a rail transported in bottom dump,
14 rapid discharge, railcars that are covered, and
15 they -- they agree to pay the rate that we need to
16 make the terminal efficient. We would sign contracts
17 with them.

18 Q Does that include rail carriers --

19 A Rail --

20 Q -- when you say shipper?

21 A No. The rail -- the rail carrier is not the
22 shipper. They -- they are the transporter. They are
23 part of the logistic chains. They are not the
24 shipper. The shipper is the person who owns the
25 cargo, and they need to ship it from Point A to a

1 destination.

2 Q Okay. And that -- is that the same as a
3 beneficial cargo owner, or is that a subset -- help me
4 out here.

5 What is -- what's -- is there a difference
6 between beneficial cargo owner and shipper?

7 A Yes.

8 MR. GORDON: Objection.

9 MR. COLVIG: Okay.

10 Q What is the difference?

11 A The difference is the shipper is the person
12 who either manufactures a product and puts it out into
13 the marketplace. A beneficial cargo owner would be,
14 like a Target store would be a beneficial cargo owner.
15 They're buying a product from a shipper or
16 manufacturer who puts it into the transportation
17 logistics chain, be it truck, be it rail, be it
18 vessel.

19 The beneficial cargo owner is the one who is
20 actually paying the shipper for that cargo.

21 Q Okay. Is -- let me ask a different question.
22 For coal that would come through this
23 facility --

24 A Uh-huh.

25 Q -- who would be a shipper?

1 MR. GORDON: Objection; lack of foundation;
2 calls for speculation.

3 MR. BASSAK: Objection as to form.

4 THE WITNESS: It could be any of -- any of
5 the coal companies that mine coal, bituminous coal,
6 would be eligible to use our terminal.

7 MR. COLVIG: Q. And would that shipper
8 contract with a rail carrier to carry the coal to the
9 facility?

10 MR. BASSAK: Objection as to form of the
11 question.

12 MR. GORDON: Objection; lack of foundation;
13 calls for speculation; incomplete hypothetical.

14 THE WITNESS: They usually do.

15 MR. COLVIG: Okay.

16 Q Would that rail carrier contract with OGRE
17 for the so-called last mile?

18 MR. BASSAK: Objection as to the form of the
19 question.

20 MR. GORDON: Join and lack of foundation;
21 calls for speculation.

22 THE WITNESS: They usually do.

23 MR. COLVIG: Okay. Mark as exhibit next in
24 order.

25 ///

1 Q Through the union?

2 A Through the union, yes.

3 Q If you could go to page 4 of the document,
4 TLS42229.

5 A Okay.

6 Q Paragraph 4.1 says:

7 "Discharge of suitable railcars will be
8 performed by OGRE as directed by TLS."

9 Do you see that?

10 A Yes.

11 Q Okay. What does "discharge" mean?

12 A That means that the cargo is taken from the
13 railcar and dumped into our receiving pits.

14 Q And how would TLS direct that?

15 A TLS will tell OGRE when they want particular
16 series of cargo to be moved over the dump pits and
17 delivered to the terminal.

18 Q And Section 4.3 makes reference to BRP having
19 an agreement with Union Pacific Railroad, or BNSF
20 Railroad, for the delivery of trains to the port; do
21 you see that?

22 A Yes.

23 Q Okay. What sort of agreement would that be?

24 A That would be the agreement to the standard
25 agreement between the railroads and a shipper to carry

1 Q Right.

2 And the railcars come in, and there's a
3 structure that would cover those cars to some extent;
4 is that right?

5 A Yeah. The railcars come in. They are
6 covered. The -- the product is dumped out of the
7 bottom of the railcar. The pit is -- is designed in
8 such a way that, as the cargo comes out of the bottom
9 of the railcar, it's discharged directly into the
10 ground. There's a shed built over those pits so that
11 one of the things we say is that the coal will never
12 see the light of day.

13 Q Who -- who would construct the shed?

14 A Our contractors would construct the shed.

15 Q Would TLS own the shed?

16 A Yes.

17 Q Would it own the pit?

18 A Yes.

19 Q Whose -- who -- who is constructing the
20 tracks for that spur?

21 A That is being done by CCIG through its
22 contract with the -- with the City.

23 Q Okay. Who -- who -- who will own those
24 tracks?

25 MR. GORDON: Objection; lack of foundation;

1 cars by which it shipped coal to the terminal?

2 MR. BASSAK: Objection as to form of the
3 question.

4 MR. GORDON: Objection; lack of foundation;
5 calls for speculation.

6 THE WITNESS: Yes.

7 MR. COLVIG: Q. The conveyor that move --
8 would move the coal from the dump pit to the storage
9 facility, who would be responsible for constructing
10 that?

11 A That is -- that is -- they will put that out
12 to bid. I mean, there's several manufacturers around
13 the world, and based on our specification, we would
14 select the most cost competitive and best value for
15 the construction of that work.

16 Q But ultimately, TLS would be the entity
17 responsible for making it happen in terms of hiring
18 people?

19 A Yes.

20 MR. BASSAK: Belated objection as to form.

21 MR. COLVIG: Q. And who -- after the
22 conveyor system is constructed and operating, who
23 would own it?

24 MR. GORDON: Objection; lack of foundation;
25 calls for speculation.

1 MR. BASSAK: Objection as to the form of the
2 question.

3 You may answer, if you can.

4 THE WITNESS: TLS.

5 MR. COLVIG: Okay.

6 Q Who would be responsible for getting permits
7 to construct the conveyors?

8 A TLS would be would be responsible for that
9 through its various contractors.

10 Q Okay. And how about the storage building
11 themselves? Who would be responsible for constructing
12 them?

13 A We would be responsible for constructing
14 those domes. I'm assuming that's what you're
15 referring to through -- through competitive bid
16 contracts.

17 MR. BASSAK: Belated objection as to form of
18 that question, but go ahead.

19 MR. COLVIG: Q. And after they are
20 constructed, will TLS own those domes?

21 A Yes.

22 Q Okay. Will TLS be responsible for
23 constructing conveyors that run from the domes to the
24 ship loading?

25 A Yes.

1 Q And will TLS be responsible for constructing
2 the ship loading apparatus?

3 A Yes.

4 Q And will it -- will TLS own the ship loading
5 apparatus?

6 A Yes.

7 Q Will TLS own the domes?

8 A Yes.

9 Q Will TLS own the conveyors that convey coal
10 to the ship loading from the domes?

11 A We will own all the conveyor systems.

12 MR. COLVIG: I'm going to mark, as the
13 exhibit next in order, some e-mails.

14 (Document marked Exhibit 10
15 for identification.)

16 MR. BASSAK: Thank you.

17 MR. COLVIG: You are most welcome.

18 Q Can you identify this document?

19 A Yes.

20 Q What is it?

21 A They -- it's a group of e-mails.

22 Q Is the most recent string of e-mails an
23 e-mail from you to Omar Benjamin dated May 12, 2015?

24 A It is.

25 Q Okay. And under that, Mr. Wolff had

1 Q Okay. Do you recall being involved in any
2 discussions regarding a business decision to be made
3 on labor for rail and bulk terminal operations as
4 discussed in this bullet point?

5 A Yes.

6 Q Okay. What was generally the -- the issue to
7 be resolved?

8 MR. BASSAK: Objection as to form of the
9 question.

10 MR. GORDON: Objection; vague and ambiguous.

11 THE WITNESS: Basically, we talked about
12 what -- what is the dividing line between when rail
13 operations ceased and terminal operations commenced.

14 In this particular example, we want -- and --
15 we wanted to ensure that OGRE delivered the trains to
16 the dump pits where they are emptied. And, at that
17 point, the cargo was then turned over to TLS.

18 And so, the discussion was whether Teamster
19 or operating engineers would do the work in those
20 various areas. On the OGRE side, it would be the
21 Teamsters operating the trains and pushing those
22 trains through the dump pit area, emptying those
23 trains. And they would also bring the trains back
24 out, clean them, and turn them back over to the
25 railroad, to the Union Pacific Railroad.

1 After those railcars are dumped, then all the
2 responsibility for the cargo and any further
3 operations would rest with TLS labor, which would be
4 the operating engineers.

5 MR. COLVIG: Q. And that's how this issue
6 was resolved?

7 A Yes.

8 MR. COLVIG: Okay. Can we mark, exhibit next
9 in order, a string of e-mails.

10 (Document marked Exhibit 12
11 for identification.)

12 MR. COLVIG: So we marked, as Exhibit 12, a
13 string of a few e-mails, I guess. The last one being
14 from Jim Wolff to Phil Tagami, copying John Siegel and
15 you, dated May 25, 2015.

16 Q Do you see that?

17 A Yes.

18 Q And Mr. Wolff in the beginning -- the e-mail
19 at the top says:

20 "Phil, a couple of comments on the basis of
21 design. 1. We would like the capability to blend
22 coal, which is one of the advantages associated with
23 domes," and it goes on from there.

24 Do you see that?

25 A Yes.

1 Q Okay. Why does TLS want the capability to
2 blend coal?

3 MR. BASSAK: Objection as to the form of the
4 question.

5 You may answer.

6 THE WITNESS: Some of the -- some of their --
7 some of BRP's customers want to mix the coal from one
8 bond or from one batch, with the coal from a different
9 batch, and he wanted this designed into the system so
10 that, by flipping a switch, we could -- we would load
11 a certain number of tons into a hatch and then switch
12 the -- flip the switch and bring coal from another
13 dome into that same hatch.

14 That's blending in -- in terms of what --
15 what we consider for blending coal in the terminals.
16 It's just moving coal out of one -- when the -- when
17 the coal is received, it's stored in a specific dome.
18 And so, if we're receiving coal from mine two, and we
19 have coal from mine one already in a dome, we have to
20 start a new dome for number two.

21 So, if we want to mix any of that, that's
22 what they call blending. And we wanted the ability to
23 do that without a whole lot of re-gearing and changing
24 things around.

25 MR. COLVIG: Q. Is -- is that also called

1 mixing?

2 A Mixing/blending. Same thing.

3 Q Was an ability to blend or mix coal -- coal
4 ultimately incorporated into the basis of design, as
5 far as that basis of design was completed?

6 A Yes.

7 Q Okay. And if TLS goes forward with this
8 transaction, under which it would sublease and
9 construct and operate the facility, does it intend to
10 do blending or mixing?

11 MR. BASSAK: Objection as to the form of the
12 question.

13 MR. GORDON: Join.

14 THE WITNESS: As far as I know, yes.

15 MR. COLVIG: Q. And it would be done
16 essentially as you described, by essentially taking
17 coal from different domes and -- and mixing it in
18 terms of how it would go into the ship?

19 A Yes.

20 MR. BASSAK: Objection. Objection as to the
21 form of the question.

22 THE WITNESS: Sorry.

23 MR. BASSAK: That's okay.

24 MR. COLVIG: We'll mark, next in order, some
25 meeting minutes.

1 A Yes.

2 Q And on the second page of Exhibit 19, it
3 appears to reflect the use of warehouses; is that
4 correct?

5 A Yes.

6 Q Okay. And a decision was made, after this
7 document was generated, to use domes and not
8 warehouses; correct?

9 A Correct.

10 Q Okay. As the facility is presently
11 envisioned by TLS, would there be a -- an ability to
12 deliver coal directly from the train cars onto a ship,
13 bypassing storage?

14 MR. BASSAK: Objection as to the form of the
15 question.

16 MR. GORDON: Join.

17 THE WITNESS: No.

18 MR. COLVIG: Q. Who would be responsible for
19 doing maintenance and repairs of the dump pit?

20 MR. GORDON: Objection; vague and ambiguous;
21 incomplete hypothetical.

22 MR. BASSAK: Objection as to the form of the
23 question.

24 Answer, if you can.

25 THE WITNESS: TLS.

1 MR. COLVIG: Okay.

2 Q Same with the shed over the dump pit?

3 A Yes.

4 MR. GORDON: Same, same objections.

5 MR. BASSAK: Same.

6 MR. COLVIG: Q. Same with the conveyer system
7 from the dump pit to the dome?

8 MR. BASSAK: Same objections.

9 MR. GORDON: Same objections.

10 THE WITNESS: Yes.

11 MR. COLVIG: Q. And same with the dome
12 itself?

13 MR. GORDON: Same objections.

14 MR. BASSAK: Same objections.

15 THE WITNESS: After the warranty period, TLS.

16 MR. COLVIG: Okay.

17 Q And same with the conveyance system from the
18 dome to the ship loader?

19 MR. GORDON: Same objections.

20 MR. BASSAK: Same objections.

21 THE WITNESS: Yes.

22 MR. COLVIG: Q. And same with the ship
23 loader?

24 A Yes.

25 MR. GORDON: Same; same objections.

1 MR. BASSAK: Same objections.

2 MR. COLVIG: Q. Who would do that
3 maintenance?

4 MR. GORDON: Objection; lack of foundation
5 calls for speculation.

6 MR. COLVIG: Q. And by -- let me rephrase.
7 Not that it will stop this, but who would be
8 responsible for performing the maintenance of the
9 facility that is owned by TLS?

10 MR. GORDON: Objection; vague and ambiguous.

11 THE WITNESS: After -- after warranty period,
12 TLS will be responsible to ensure that the equipment
13 is maintained in proper order. Their levels of
14 maintenance, there's the first echelon of maintenance
15 where you're doing the daily cleaning and that sort of
16 stuff. And then their contracts that we have -- that
17 we would have with the manufacturer for the highly
18 technical fix that need to be made.

19 Our labor would be responsible for the daily
20 maintenance, and they would be involved when the
21 contractor comes in to do the maintenance.

22 MR. COLVIG: Q. And would the labor be the
23 same union?

24 A Yes.

25 Q Who would operate the conveyor system running

1 from the dump pit to a dome?

2 MR. GORDON: Objection; vague and ambiguous.

3 MR. BASSAK: Join.

4 MR. GORDON: Incomplete hypothetical.

5 THE WITNESS: They're pretty much automated.
6 You flip the switch, and the conveyor does its thing.
7 Our labor would be doing that work.

8 MR. COLVIG: Q. Your labor would flip the
9 switch?

10 A Yes.

11 Q Okay. How does the coal enter a dome?

12 MR. GORDON: Objection; vague and ambiguous.

13 THE WITNESS: The coal enters the dome. It
14 comes off the conveyor and enters -- it goes up to the
15 top of the dome, and then it is released into the dome
16 from the top.

17 MR. COLVIG: Q. And does that create a pile
18 of coal within the dome?

19 A Yes.

20 MR. GORDON: Objection; form.

21 MR. COLVIG: Q. Does the coal actually drop
22 from the top, or does it get conveyed down into the
23 pile mechanically?

24 A There are shoots. It's dumped into a chute.
25 That chute goes down into the dome. Once it's inside

1 supervisory staff would be in addition to the 120.
2 120 would be union employees.

3 MR. COLVIG: Q. And when you say "within the
4 terminal gates," would there be employees outside the
5 terminal gates?

6 A No

7 (Document marked Exhibit 24
8 for identification.)

9 MR. COLVIG: Q. Can you identify exhibit --
10 what are we on now --

11 THE REPORTER: 24.

12 MR. COLVIG: Q. -- 24?

13 A This is operating framework for the TLS
14 terminal in Oakland, a draft.

15 Q Okay. And was it issued on June 19, 2015?

16 A Yes.

17 Q Who prepared this document?

18 A I prepared the document.

19 Q If you go to the second page of Exhibit 24,
20 number TLS6833, and specifically to paragraph E,
21 Personnel.

22 A Uh-huh.

23 Q It says:

24 "The terminal will have personnel that will
25 manage, operate and maintain the terminal site and

1 equipment to support the day-to-day operations and
2 throughput of the terminals dry bulk commodities
3 handling processes, including management and
4 supervision, vessel operations, terminal operations."

5 Do you see where it says that?

6 A Yes.

7 Q Okay. What vessel operations are you
8 referring to there?

9 A Vessel operations would be receiving the
10 vessel at the dock, tying it down, and making sure
11 it's secure, clean and ready for loading, and then
12 loading the vessel. Then, untying the vessel from
13 the dock and releasing it back to -- to the pallets
14 and the tugboat operators to leave.

15 Q And those operations would be performed by
16 TLS employees?

17 A Yes.

18 Q Okay. Just so we're clear, what -- what are
19 you referring to in terms of terminal operations?

20 A The taking care of loading the vessel, any
21 type of repair to the ship loading equipment, making
22 sure that the proper load is loaded to the vessel, and
23 proper weights are in the individual hulls that are
24 identified to be loaded.

25 ///

1 and the best procedures to put in place to maximize
2 the productivity on the terminals.

3 Q Okay. Next exhibit. Next in order.

4 (Document marked Exhibit 28
5 for identification.)

6 MR. COLVIG: Q. Can you identify Exhibit 28?

7 A Yes.

8 Q What is it?

9 A This is a report from me to John Siegel, Phil
10 Tagami, and the rest of our team, giving a report on a
11 meeting I had with Dan Kalb, a city council person in
12 Oakland.

13 Q I may have asked you this before, who is
14 Renee Holloman?

15 A She was in charge of our public relations and
16 outreach.

17 Q She worked with Harold Jones?

18 A No.

19 Q No.

20 A Well, we all work together.

21 Q Yeah.

22 A You know, she did work for Harold Jones. She
23 had an independent role.

24 Q Okay. So you met with Dan Kalb on August 6,
25 2015?

1 A I did.

2 Q And, as far as you know, are the points
3 listed in your bullet points accurate?

4 MR. BASSAK: Objection to the form of the
5 question.

6 THE WITNESS: Yes.

7 MR. COLVIG: Q. Down at the bottom of the
8 first page of Exhibit 28, which is TLS02425, you see
9 my response:

10 "The Federal Railroad Administration just
11 recently approved the Ecofab railcar cover for the
12 purpose of moving coal."

13 Do you see that?

14 A Yes.

15 Q Was that correct, that the Federal Railroad
16 Administration had recently approved the Ecofab
17 railcar cover for the purpose of moving coal?

18 MR. BASSAK: Objection as to form.

19 MR. GORDON: Join.

20 THE WITNESS: I -- when I wrote this, that
21 was the state of play. I found -- I found that, in
22 talking with Ecofab, that was -- that was the response
23 given to me, that the Federal Railroad Association --
24 Administration had approved Ecofab railcar cover for
25 the purpose of moving coal.

1 A No one from my team. I don't -- I'm not
2 aware of anyone who requested a response. But from
3 reading this, I think it's to address Claudia Capio.

4 Q Did you speak at a TLS press conference on
5 May 23, 2016?

6 A Yes.

7 Q Did you say words to the effect that the
8 FRA last year approved these railcar covers for the
9 transportation of coal?

10 A I did.

11 Q Okay. Do you know whether this letter, this
12 "To whom it may concern" letter, was ever signed and
13 sent out by Mr. Bock?

14 A I don't know, but I think it was.

15 Q Okay.

16 (Document marked Exhibit 30
17 for identification.)

18 MR. COLVIG: Q. Can you identify Exhibit 30?

19 A Yes.

20 Q What is it?

21 A This is a copy of a letter that I sent to the
22 mayor regarding TL's commitment to operating a
23 multiple bulk commodity terminal, as environmentally
24 sustainable as we possibly can build it, and some of
25 the -- some of the information about how we would

1 pursue building this terminal and how we would operate
2 it once it was open.

3 Q And it's dated July 15, 2015?

4 A Yes.

5 Q Okay. And it starts by saying:

6 "First, thank you for your time and
7 forthright comments, as you expressed both your
8 support for and your concerns about this potentially
9 transformational project."

10 Do you see that?

11 A Yes.

12 Q Had you met with Mayor Schaaf?

13 A Yes.

14 MR. BASSAK: Objection as to form.

15 Go ahead.

16 MR. COLVIG: Q. When did you meet with her?

17 A If not July the 15th, it was July the 14th.
18 Some time in that week.

19 Q What was the purpose of the meeting?

20 A I was called to talk to her about the
21 project, and to give her some detail about what we
22 were planning to do.

23 Q How long did you meet with her?

24 A Less than an hour.

25 Q Was anybody else present during that meeting?

1 A Yes.

2 Q Who else?

3 A Her chief of staff was there. I can't recall
4 her name, and Phil Tagami was there.

5 Q Anybody else?

6 A No.

7 Q Did you take any notes during the meeting?

8 A No.

9 Q Did you take any notes during your August 6,
10 2015, meeting with Mr. Kalb?

11 A Yes.

12 Q Okay. Do you know whether those notes were
13 produced pursuant to the subpoena to TLS in this case?

14 A I don't know.

15 Q Do you still have those notes?

16 A I don't know.

17 Q Where would you look for them if you wanted
18 to find them?

19 A My notes are -- I'm sorry. My notes are
20 captured in the -- in the e-mail that I sent to my
21 team.

22 Q During the meeting with Mr. Kalb, did you
23 write notes?

24 A Yes.

25 Q Did you do it on a computer or by hand?

1 A By hand.

2 Q Okay. What happened to those handwritten
3 notes?

4 A I -- I would imagine they were destroyed.
5 I -- I don't -- once I put it on the computer, I don't
6 keep handwritten notes around.

7 Q And in your summary of the meeting with
8 Mr. Kalb, which is Exhibit 28 --

9 A Yes, sir.

10 Q -- the third bullet point says:

11 "Kalb stated and showed us he had received a
12 copy of TLS/Jerry's letter to Mayor Schaaf, and he was
13 aware of TL's proposed mitigations."

14 A Right.

15 Q Do you see it?

16 Is that letter the same as Exhibit 30?

17 MR. BASSAK: Objection as to form.

18 THE WITNESS: Exhibit 30, yes. This is the
19 letter that I sent to Mayor Schaaf.

20 MR. COLVIG: Okay.

21 Q That you're referring to in your bullet point
22 of the conversation with Mr. Kalb?

23 A Yes.

24 Q Okay. Oh, let's try that one. Sorry.

25 ///

1 (Document marked Exhibit 31
2 for identification.)

3 MR. COLVIG: Q. Can you identify Exhibit 31?

4 A Yes.

5 Q What is it?

6 A This is a copy of the program that we wanted
7 to pursue at the Oakland City Council hearing on coal
8 in Oakland.

9 Q Was this a hearing in September 2015?

10 A I believe that was the date of the hearing.

11 Q And were you able to speak at that hearing?

12 A Yes.

13 Q Were you asked any questions by any of the
14 council members?

15 A I was not.

16 Q Did TLS receive follow-up questions from City
17 staff after that council meeting?

18 A CCIG received questions from the City staff,
19 and some of those questions were answered by TLS.

20 Q And was there also a City council meeting in
21 June of 2016 relating to the No Coal Ordinance?

22 A Yes.

23 Q Did you speak at that one?

24 A No.

25 Q Okay. Why not?

1 A I had already spoken at the first one and
2 didn't -- we just didn't see a need to repeat myself.
3 It was already on the record.

4 Q Okay.

5 (Document marked Exhibit 32
6 for identification.)

7 MR. COLVIG: Q. Can you identify Exhibit 32?

8 A Yes.

9 Q What is it?

10 A This is an e-mail I received from -- from
11 Omar Benjamin, part of my -- my staff. And it was
12 notes from a meeting that we had with each other to
13 talk about what we needed to do with our community
14 outreach.

15 Q These attached notes, can you identify the
16 handwriting?

17 A Those notes are Mr. Benjamin's handwriting.

18 Q Okay. Do they relate to a discussion that
19 you had involvement in?

20 A Yes. This was the notes he kept over --
21 during the course of this meeting.

22 Q And the second full bullet point says:

23 "Developer made commitment not to move coal
24 (developer backtrack commitment ->
25 perception/truth?)"

1 in designing coal terminals, other than the terminal
2 proposed at the waste -- West Gateway?

3 A No.

4 MR. BASSAK: Objection as to form.

5 MS. LEWIS: Q. Does TLS engage in any other
6 business, besides from the proposed terminal at the
7 West Gateway?

8 A No.

9 MR. BASSAK: Objection as to form.

10 You're going to have to wait.

11 MS. LEWIS: Q. So TLS currently does not
12 operate any terminal; is that right?

13 A No.

14 Q Mr. Benjamin is the executive vice president
15 of TLS; is that right?

16 A Yes.

17 Q What do his responsibilities involve in
18 the -- in his day-to-day work?

19 A He's my -- basically, he does my research.
20 He sat in on meetings. He advise -- an advisor to the
21 project and to me.

22 Q Is he involved in the financial management of
23 the company at all?

24 A He is not.

25 Q Who is on the board of TLS?

1 CIB?

2 A Yes.

3 Q And is this the same entity that we talked
4 about earlier this morning, that appeared on the chart
5 in Exhibit 2?

6 A Yes.

7 Q Does TLS have a relationship with the CIB?

8 MR. BASSAK: Objection as to form.

9 MR. GORDON: Join.

10 THE WITNESS: See, we know them. There's no
11 formal relationship.

12 MS. LEWIS: Q. So there's no contract
13 currently?

14 A No.

15 Q Have you had -- has TLS had discussions with
16 the CIB about entering into a contract?

17 A No.

18 Q Has TLS had conversations with the CIB about
19 formalizing the relationship in any way?

20 MR. BASSAK: Objection as to form.

21 MR. GORDON: Join.

22 THE WITNESS: Yes.

23 MS. LEWIS: Q. What is the content of those
24 discussions?

25 MR. GORDON: Objection; form.

1 MR. BASSAK: Same; join.

2 THE WITNESS: Those discussions have revolved
3 around the idea that those Community Investment Board
4 members would like to keep their citizens working.
5 Their primary business there is -- in those particular
6 counties are mining, and they want a place where they
7 can increase their volume by exporting.

8 MS. LEWIS: Q. Does TLS receive money from
9 the CIB?

10 A No.

11 Q Has TLS discussed receiving money from the
12 CIB?

13 MR. BASSAK: Objection as to form.

14 THE WITNESS: There was -- there is an
15 opportunity on the table for the CIB to invest
16 50 million bucks into the terminal development.

17 MS. LEWIS: Q. And is that \$50 million,
18 would that depend on the commodity that is shipped
19 from the terminal?

20 A Yes.

21 Q Is the CIB only interested in that
22 arrangement if the commodity is coal?

23 MR. GORDON: Object. Finished?

24 Objection; lack of foundation; calls for
25 speculation

1 MR. BASSAK: Join.

2 THE WITNESS: The initial talks were
3 primarily about coal, but there are other commodities
4 that ship out of Utah that would also be affected.
5 Potash is one of the -- of the commodities that
6 they're working on in Utah to develop that as an
7 export commodity, and we had discussions about that.

8 MS. LEWIS: Okay. Let's mark as Exhibit 35.
9 Thank you.

10 (Document marked Exhibit 35
11 for identification.)

12 MS. LEWIS: Okay. And this should be marked
13 with Bates No. TLS31548.

14 Q Do you recognize this document?

15 A Yes. It's an e-mail from John Siegel to the
16 people listed there: McClure, Wolff, Bridges, and
17 Tagami.

18 Q This e-mail chain appears to reference a
19 visit from county -- Utah county commissioners to
20 Oakland.

21 A Yes.

22 Q Did you attend that meeting?

23 A I did not.

24 Q Were you aware of the meeting at the time?

25 A Yes.

1 A 21. I have not seen this document.

2 Q Okay. You testified earlier that, within the
3 terminal gates, you expect to employ approximately 115
4 to 120 union workers; is that right?

5 A Yes.

6 Q And those would be from the Operating
7 Engineers Union?

8 A Yes.

9 Q Is that the only union that would have
10 employees within the terminal gates?

11 A Yes.

12 Q If TLS exercises its lease option, who would
13 manage those Operating Engineers workers?

14 A Our management and supervisory staff.

15 Q Who -- who is your management and supervisory
16 staff?

17 A They are to be hired. They are not hired as
18 of this moment.

19 Q Would they be employees of TLS?

20 A Yes.

21 Q They would be employees and not contractors
22 of TLS?

23 A Yes.

24 Q If TLS exercises its lease option, who would
25 negotiate the contract with the Operating Engineers

1 workers?

2 MR. BASSAK: Objection as to form.

3 MR. GORDON: Join.

4 THE WITNESS: Probably me.

5 MS. LEWIS: Q. Would that be TLS's
6 responsibility?

7 A Yes.

8 Q Who would pay the Operating Engineers Union
9 workers?

10 A TLS.

11 Q When a vessel arrives at the port, at the
12 terminal that TLS is proposing to develop, who causes
13 that vessel to arrive?

14 MR. GORDON: Objection; vague and ambiguous.

15 MR. BASSAK: Object.

16 MR. GORDON: Incomplete hypothetical.

17 MR. BASSAK: Objection as to form.

18 MR. GORDON: Lack of foundation; calls for
19 speculation.

20 THE WITNESS: Generally the -- the -- the
21 shipper and/or his broker lines up the vessel and the
22 schedule as the vessel comes to the terminal.

23 MS. LEWIS: Q. So, if we take the example of
24 Bowie Resources as a shipper --

25 A Yes.

1 Q -- they would line up the vessel and schedule
2 when it arrives?

3 A Yes.

4 MR. GORDON: Object. Objection; form.

5 THE WITNESS: Sorry guys.

6 MR. BASSAK: It's all right.

7 MS. LEWIS: You're doing great.

8 Q Would TLS ever be the entity responsible for
9 causing the vessel to arrive?

10 MR. GORDON: Objection; incomplete
11 hypothetical.

12 MR. BASSAK: Join.

13 THE WITNESS: No.

14 MS. LEWIS: Q. In general, who owns the
15 ships that arrive at the terminal?

16 MR. BASSAK: Objection.

17 MR. GORDON: Objection.

18 MR. BASSAK: Objection as to form.

19 MR. GORDON: Objection; join.

20 THE WITNESS: The vessels are usually owned
21 by a ship owner or an association of ship owners, and
22 they lease those vessels to shippers sometimes on a
23 voyage-by-voyage basis. Sometimes a shipper can put a
24 series of vessels under a couple year-long lease.

25 MS. LEWIS: Q. Does TLS currently have a

1 contract with the Union Pacific Railroad?

2 A No.

3 Q Has TLS had discussions with Union Pacific
4 about entering into a contract?

5 A No.

6 Q Has TLS had any discussions with Union
7 Pacific about the proposed terminal?

8 A Yes.

9 Q Has TLS had any discussions with Burlington
10 Northern Santa Fe Railroad about the proposed
11 terminal?

12 A Yes.

13 Q Can you describe to me the content of the
14 discussions with the Burlington Northern Santa Fe or
15 BNSF --

16 MR. GORDON: Objection.

17 MS. LEWIS: Q. -- railroads?

18 MR. GORDON: Objection as to form.

19 THE WITNESS: We basically talked with both
20 railroads regarding their capacity on their lines to
21 service the terminal. Our requirements for them to
22 deliver two trains a day, and our ability to unload
23 two to three trains a day.

24 MS. LEWIS: Q. Does TLS want to enter into a
25 contract with Union Pacific?

1 MR. BASSAK: Objection as to form.

2 MR. GORDON: Join.

3 THE WITNESS: No.

4 MS. LEWIS: Q. Does TLS want to enter into a
5 contract with BNSF?

6 MR. BASSAK: Same objection.

7 MR. GORDON: Join.

8 THE WITNESS: No.

9 MS. LEWIS: Q. Does TLS want to have any
10 kind of relationship at all with BNSF?

11 MR. BASSAK: Objection as to form.

12 THE WITNESS: Yes.

13 MS. LEWIS: Q. What kind of relationship
14 would that be?

15 A A good one. Yeah, we -- we just want to have
16 good working relationships with both railroads so
17 that, if there's a problem on their end or our end, we
18 have the ability to pick up the phone and try to
19 resolve any operational issue that either one of us
20 may have.

21 Q Would you need to enter into any kind of
22 written agreement --

23 MR. GORDON: Objection.

24 MS. LEWIS: Q. -- with other railroads?

25 MR. GORDON: Objection as to form.

1 MR. BASSAK: Join.

2 THE WITNESS: We don't need an agreement
3 to -- with them.

4 MS. LEWIS: Okay. Let's look back at
5 Exhibit 18, which should be somewhere in the middle of
6 this pile.

7 MR. BASSAK: Yeah, you're supposed to look at
8 that one.

9 MS. LEWIS: Yes, it's the TLS Basis of
10 Design, Volume I. Exhibit 16 -- 13. Pardon me. I'm
11 all discombobulated here. 20.

12 MR. BASSAK: There you go. That one.

13 THE WITNESS: Okay. I'm there.

14 MS. LEWIS: Great. Thank you.

15 Q So, if you flip to the page which has the
16 Bates number '4712.

17 A Okay.

18 Q "Basis of Design Introduction."

19 A Right.

20 Q And it's got this graph, and on the left it
21 says "BOD," and then 10 percent.

22 A Right.

23 Q That represents that the Basis of Design is
24 only about 10 percent --

25 A Yes.

1 standard, this would be a vast improvement if we built
2 the terminal according to the current standards, which
3 is what we believe we had the ability to do under the
4 agreements with the City.

5 Q This is a -- this would be a new terminal; is
6 that right?

7 A Yes.

8 Q So it would be bringing in new cargo?

9 A Yes.

10 Q And TLS has never operated a coal terminal
11 before; is that right?

12 A That's correct.

13 Q It's never actually operated any kind of
14 terminal before; is that right?

15 A TLS hasn't.

16 Q Thank you.

17 And it's also true that TLS has never
18 operated a covered coal railcar?

19 A That's correct.

20 Q And it's true that covered coal railcars
21 aren't currently used in the U.S.; is that right?

22 MR. BASSAK: Objection as to form.

23 MR. GORDON: Join.

24 THE WITNESS: That's correct.

25 MS. LEWIS: Q. And TL's parent company,

1 the weekend it came to our attention that our building
2 trade's logo, along with some of those of our
3 affiliates, have been placed on a mailer sponsored by
4 Jobs 4 Oakland, proposing a new legislation or
5 moratorium on opposing coal. I want to be very clear
6 that this logo is placed without consultation with
7 authorization of the building trades and the other
8 unions, so far as I know."

9 Do you have any reason to believe that that
10 is not an accurate statement?

11 MR. BASSAK: Objection as to form.

12 MR. GORDON: Join.

13 THE WITNESS: I have no reason to believe
14 that it is not an accurate statement.

15 MS. LEWIS: Q. Jobs 4 Oakland also paid
16 people to attend the Public Health and Safety hearings
17 held by the City; is that right?

18 MR. GORDON: Objection as to form.

19 MR. BASSAK: Join.

20 THE WITNESS: I'm not aware of that.

21 MS. LEWIS: Q. Did TLS pay people to attend
22 the public hearings?

23 A No.

24 MR. BASSAK: Objection as to form.

25 MR. GORDON: Join.

1 THE WITNESS: No.

2 MS. LEWIS: Q. Did TLS pay any experts to
3 attend the public hearings on its behalf?

4 MR. BASSAK: Objection as to form.

5 THE WITNESS: Yes.

6 MS. LEWIS: We'll mark as next in order.

7 Thanks.

8 MR. BASSAK: 43.

9 MS. LEWIS: 43.

10 (Document marked Exhibit 43

11 for identification.)

12 MS. LEWIS: This is a list of speakers.

13 Bates No. OBOT_B_018548.

14 Q Did TLS pay Greg McConnell to attend the
15 public hearings?

16 A No.

17 Q Did TLS pay Kevin Jones to attend the public
18 hearings?

19 A Yes.

20 Q Did TLS pay you, Jerry Bridges, to attend?

21 A Yes.

22 Q Did TLS pay Edward Leibsich to attend?

23 A I'm not sure who Edward Leibsich is.

24 Q Did TLS pay Peng Leong to attend the public
25 hearings?

1 A I don't know who that person is.

2 Q Did TLS pay Rod Hatt to attend the public
3 hearings?

4 A Yes.

5 Q Did TLS pay Michael Musso to attend the
6 public hearings?

7 A Again, the name doesn't spring to my mind.
8 We -- we could have, but I -- it just doesn't spring
9 to my mind who they are.

10 Q So you don't know who Mr. Michael Musso is?

11 A No.

12 Q Okay. Do you know who Peter Senez is?

13 A No.

14 Q Do you know who Dr. Washington Burns is?

15 A Yes.

16 Q Did TLS pay Dr. Burns to attend the public
17 hearings?

18 A No.

19 Q Did the DMA pay on behalf of TLS?

20 A No.

21 Q Do you know who Pastor Kevin Hope is?

22 A Yes.

23 Q Did TLS pay Pastor Hope to attend the public
24 hearings?

25 A No.

1 Q Does CCIG pay Pastor Hope, through the DMA,
2 on behalf of TLS?

3 A No.

4 MR. GORDON: Objection; lack of foundation.

5 MS. LEWIS: Q. Do you know who Reverend
6 Dr. Kevin Barnes is?

7 A Yes.

8 Q Did TLS pay him to attend the public
9 hearings?

10 A No.

11 Q Did the DMA pay on behalf of TLS for him --

12 A No.

13 Q -- to attend the hearings? Thank you.

14 Do you know who Minister Cy Forh is?

15 A Yes.

16 Q Did TLS pay Minister Forh to attend the
17 public hearings?

18 A No.

19 Q Did the DMA pay, on behalf of TLS, for
20 Minister Forh to attend the public hearings?

21 A No.

22 Q Do you know who Minister Brondon Reems is?

23 A Yes.

24 Q Did TLS pay him to attend the public
25 hearings?

1 A No.

2 Q Did the DMA pay on behalf of TLS for him to
3 attend the public hearings?

4 A No.

5 Q Do you know who Bishop Bob Jackson is?

6 A Yes.

7 Q Did TLS pay Bishop Jackson to attend the
8 public hearings?

9 A No.

10 Q Did the DMA pay on behalf of TLS for Bishop
11 Jackson to attend the public hearings?

12 A No.

13 Q Do you know who Kathryn Floyd is?

14 A Yes.

15 Q Did TLS pay Kathryn Floyd to attend the
16 public hearings?

17 A No. I'm sorry. Yes.

18 Q Do you know who John Barna is?

19 A Yes.

20 Q Did TLS pay Mr. Barna to attend the public
21 hearings?

22 A No.

23 Q Did the DMA pay on behalf of TLS?

24 A No.

25 Q Do you know who David Smith is?

1 A Yes.

2 Q Did TLS pay Mr. Smith to attend the public
3 hearings?

4 A Yes.

5 Q And did TLS pay Mark Stice to attend the
6 public hearing?

7 A Through the DMA, yes.

8 Q TLS offer to pay anyone else in conjunction
9 with the proposed terminal project?

10 MR. BASSAK: Objection --

11 MR. GORDON: Object.

12 MR. BASSAK: -- as to form.

13 MR. GORDON: Join.

14 MS. LEWIS: Q. Let me -- let me rephrase.

15 A Okay.

16 Q Did TLS offer to pay any other groups to
17 advocate for the proposed terminal project?

18 MR. BASSAK: Objection as to form.

19 MR. GORDON: Join.

20 THE WITNESS: No.

21 MS. LEWIS: Let's mark as next in order.

22 (Document marked Exhibit 44
23 for identification.)

24 MS. LEWIS: Exhibit 44 is an e-mail from
25 Renee Holloman who was, I believe, a community

1 A No problem.

2 Q So, on the following page, after the
3 pictures --

4 A Okay.

5 Q -- which ends in '68, or page 2 of 3 in the
6 native document, on the third bullet point from the
7 top, it says:

8 "The members of the selected
9 three organizations, Strategic Community Partners, to
10 be recipients of the TLS Community Engagement
11 Investment Fund, have been oriented and understand and
12 are excited about the multiyear contractual cents per
13 metric ton approach to receiving annual community
14 engagement funds when the terminal is operational."

15 Do you see that?

16 A Yes.

17 Q So TLS promised these groups a revenue
18 interest in the coal terminal if they advocated on
19 behalf of the proposed project?

20 MR. BASSAK: Objection as to form.

21 MR. GORDON: Join.

22 THE WITNESS: No. No, we didn't promise them
23 anything based on that advocacy of the terminal.
24 However, the community -- the community fund was just
25 an extension of TL's commitment to the neighborhood,

1 and we were going to pick organizations that shared
2 our views and our vision once the terminal was opened.

3 MS. LEWIS: Q. So, if there were
4 organizations that didn't share your views and your
5 vision for the terminal, you would not offer those
6 groups revenue -- excuse me -- you would not offer
7 those groups your TLS Community Engagement Investment
8 Funds; is that right?

9 MR. BASSAK: Objection as to form.

10 MR. GORDON: Join.

11 THE WITNESS: No.

12 MS. LEWIS: Q. Did you approach community
13 groups in West Oakland, apart from the groups
14 mentioned in this document, and offer to pay them
15 money in exchange for their support of the terminal
16 project?

17 MR. BASSAK: Objection as to form;
18 argumentative.

19 THE WITNESS: No.

20 MS. LEWIS: Q. Did you ever approach the
21 West Oakland Environmental Indicators Project?

22 A Yes.

23 Q Did you offer to pay them money in exchange
24 for their support of the terminal?

25 MR. BASSAK: Objection as to form.

1 unable to reach any type of agreement on them
2 joining -- joining and being a part of our program.

3 Q Why were you unable to reach an agreement
4 with the Family First Foundation?

5 MR. GORDON: Objection as to form.

6 MR. BASSAK: Join.

7 THE WITNESS: No particular reason, other
8 than they were both active NFL football players and
9 really didn't have enough time to engage in the -- in
10 the community engagement or anything else. And, as I
11 studied it more, it seemed that they would never be in
12 a position to be helpful to our organization.

13 MS. LEWIS: Q. Did it have anything to do
14 with the potential for coal to be shipped from the TLS
15 terminal?

16 A No.

17 Q Let's look at the -- the first page of the
18 charitable contribution term sheet. There's a number
19 of "whereas" clauses.

20 A Okay.

21 Q And we'll look at the second to last one
22 where it says:

23 "In return for the revenue stream, TLS seeks
24 community support for its project from each
25 consecutive beneficiary organization and its

1 constituency."

2 Do you see that?

3 A Yes.

4 Q So does this term sheet give charitable
5 contributions in return for the organization's
6 advocacy and support for the terminal project?

7 MR. BASSAK: Objection as to form.

8 MR. GORDON: Join.

9 THE WITNESS: We wanted to support
10 organizations that were doing positive things in the
11 community, and they also supported our project.

12 MS. LEWIS: Q. Did you support any
13 organizations that did not support your project?

14 MR. GORDON: Objection; vague and ambiguous;
15 form.

16 MR. BASSAK: Join.

17 THE WITNESS: Yes. I mean we, through the --
18 what did they call it -- the Community Benefits
19 Program, there were many organizations in the
20 Community Benefits Program that don't support our
21 project, yet we have to make contributions into that
22 fund. So the answer is yes.

23 But these, just as above and beyond, was
24 required under the contract. This was another form of
25 giving back in the communities that would be impacted

1 by our operations. And we wanted the impact to be
2 positive both on a health -- on a health side of it,
3 as well as on an economic benefit to the community.

4 MS. LEWIS: Q. Did you offer a revenue
5 stream that was calculated on a cent-per-ton basis to
6 any of the organizations in the community benefit
7 agreement?

8 A No.

9 Q Is coal currently shipped through Oakland by
10 rail?

11 MR. BASSAK: Objection as to form.

12 MR. GORDON: Join.

13 THE WITNESS: We have documents showing
14 trains moving through Oakland.

15 MS. LEWIS: Q. Are those documents recent or
16 current --

17 MR. GORDON: Objection.

18 MS. LEWIS: Q. -- to your knowledge?

19 MR. GORDON: Objection; form.

20 MR. BASSAK: Join.

21 THE WITNESS: They are documents from 2016
22 with trains moving through. I was -- and there was a
23 train or railcars, not a unit train, but there were
24 railcars sitting at a station in -- off of 880 at the
25 beginning of this week.

1 MR. BASSAK: Objection as to the form of the
2 question.

3 MR. GORDON: Join.

4 THE WITNESS: Yes. Bowie is paying a portion
5 of the litigation, and I pay it.

6 MS. LEWIS: Okay. That's all the questions I
7 have.

8 THE WITNESS: Thank you, Heather.

9 MS. LEWIS: Thank you, Mr. Bridges.

10 I'll -- I guess we can go off the record for
11 a moment while we shuffle seats.

12 THE VIDEOGRAPHER: Off the record at
13 4:22 p.m.

14 (Recess taken.)

15 THE VIDEOGRAPHER: Back on the record at
16 4:23 p.m.

17

18 FURTHER EXAMINATION

19 BY MR. COLVIG:

20 Q Mr. Bridges, we talked earlier about a
21 meeting you had with Council Member Kalb, and another
22 meeting you had with Mayor Schaaf.

23 Did you meet with any other Oakland City
24 Council members in connection with this project at any
25 time?

1 A Yes.

2 Q Who did you meet with?

3 A Council Member McElhaney, Council Member
4 Washington, Council Member Brooks, and I think that's
5 it, yes.

6 Q Okay. What were the circumstances under
7 which you met Council Member McElhaney?

8 A We -- part of reaching out, I met with -- I
9 attempted to meet with all of the council members to
10 advise them of the -- our project and what our
11 principles are, and what we plan to build and operate.

12 Q When did you meet with Council Member
13 McElhaney?

14 A I'm not sure of the day, but it was after a
15 news article from Utah claiming that we had an
16 agreement to accept \$50 million from them to ship
17 coal.

18 Q How long did you spend with Council Member
19 McElhaney?

20 A It was a reasonable amount of time, an hour.

21 Q Were others present during that meeting?

22 A Mark McClure was in the meeting with me.
23 Renee Holloman was in the meeting, and her chief of
24 staff. I don't remember his name.

25 Q What were the circumstances under which you

1 met with Council Member Washington?

2 A The same basic situation. We met for about
3 35 or 40 minutes, and we talked about the project in
4 term -- general terms. But specifically about the
5 multiple commodity nature of the terminal, including
6 coal.

7 Q When did you meet with Council Member
8 Washington?

9 A We started meeting -- the meeting started
10 happening with Council Member McElhaney. And, as soon
11 as I could get on their schedule, after that, I met
12 with the remaining members that I was able to meet
13 with. So, in that -- that 2015 April through June
14 time frame.

15 Q Okay. Was anyone else present during the
16 meeting with Council Member Washington?

17 A Yes.

18 Q Who else?

19 A Her chief -- her chief of staff, Renee
20 Holloman, and myself.

21 Q Okay. And what were the circumstances under
22 which you met with Council Member Brooks?

23 A The same circumstances. We met -- we met her
24 in her office, a conference room near her office. It
25 was Renee and I met with her.

1 Q How long did that meeting last?

2 A About the same amount of time. About 30 to
3 45 minutes.

4 Q And other than you and Renee, did anybody
5 else attend that meeting?

6 A No.

7 Q Okay. Apart from any City staff that may
8 have sat in in any of the meetings that you had with
9 council members or the mayor, did you have any
10 meetings with City staff relating to this project?

11 A No.

12 Q Did TLS have the opportunity to submit
13 information to the City expressing TLS's views in
14 connection with the proposed no coal ordinance?

15 MR. BASSAK: Objection as to form.

16 MR. GORDON: Join.

17 THE WITNESS: Yes.

18 MR. COLVIG: Q. In connection with its
19 intention to exercise the option for the sublease, has
20 TLS analyzed whether the terminal would be
21 economically viable if the ordinance is upheld by the
22 court?

23 MR. BASSAK: Objection as to form.

24 MR. GORDON: Join.

25 THE WITNESS: You know, that was a long

1 question.

2 MR. GORDON: Join. Join.

3 THE WITNESS: Not at my level, and I don't
4 know what's happened outside of my presence on that.

5 MR. COLVIG: Q. If TLS does exercise the
6 option, and the terminal is constructed and operating,
7 will TLS have sole control over the operations of the
8 terminal?

9 MR. BASSAK: Objection as to the form of the
10 question.

11 MR. GORDON: Join.

12 THE WITNESS: Yes.

13 MR. COLVIG: Q. Will the City of Oakland
14 have any direct control of those operations?

15 MR. BASSAK: Objection as to form.

16 MR. GORDON: Join.

17 THE WITNESS: To my knowledge, the -- the
18 lease agreement does not give the City any rights to
19 monitor or do anything with the operation.

20 MR. COLVIG: Q. Would the City provide any
21 services to the terminal?

22 MR. BASSAK: Objection as to the form of the
23 question.

24 MR. GORDON: Join.

25 THE WITNESS: The standard City services,

1 CERTIFICATE OF REPORTER

2
3 I, ANDREA M. IGNACIO, hereby certify that the
4 witness in the foregoing deposition was by me duly
5 sworn to tell the truth, the whole truth, and nothing
6 but the truth in the within-entitled cause;

7 That said deposition was taken in shorthand
8 by me, a disinterested person, at the time and place
9 therein stated, and that the testimony of the said
10 witness was thereafter reduced to typewriting, by
11 computer, under my direction and supervision;

12 That before completion of the deposition,
13 review of the transcript [] was [x] was not
14 requested. If requested, any changes made by the
15 deponent (and provided to the reporter) during the
16 period allowed are appended hereto.

17 I further certify that I am not of counsel or
18 attorney for either or any of the parties to the said
19 deposition, nor in any way interested in the event of
20 this cause, and that I am not related to any of the
21 parties thereto.

22 Dated: 11/10/17

23 _____
24 ANDREA M. IGNACIO, RPR, CRR, CCRR, CLR, CSR No. 9830
25