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Debera J. Puckett, CCR# B1188 March 29, 2011

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1 CHAIRMAN MCGINNIS: Good morning,
2 everybody. Welcome back. On behalf of the
3 Panel whose job it is as faculty peers to assess
4 the validity of these four charges, we want to
5 express our appreciation to both sides for
6 painting a very rich picture so far of the
7 context and the background on this. And
8 hopefully today we won't need quite so much
9 context and background and we can focus in on
10 those things, those facts that are specifically

11 relevant to the five charges that we have to
12 consider. I know this is a bigger story and
13 there are other parts to this, but those parts
14 that aren't directly related to these five
15 charges are not information that we really can
16 do much with. And given that we do have limited
17 time, hopefully we can focus on those five
18 charges.

19 So I believe it is Mr. Frankel's
20 cross-examination to pick up where we left off
21 yesterday.

22 EXAMINATION

23 BY MR. FRANKEL:

24 Q I was confused by something yesterday. So
25 I thought I would follow up on the amendments and the

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1 license agreement. So I am going to hand you a copy
2 of the license agreement. Here are extra copies for
3 the Committee. And I would like to show you the
4 amendments. Here's the first amendment. A copy for
5 them and a copy for the Committee. We ran out of
6 tabs, so you will see the yellow so it can stick out
7 if you wanted it to. I need to steal one back. I'm

5 whether Sayana had a license to use the patents and
6 the information in the intellectual property that it
7 was using?

8 A I'm not sure I understood your question.
9 Could you clarify what you're asking.

10 Q Well, you said yesterday that there was
11 only about eight or nine IPs or patents that Sayana
12 was using and they used them the whole time and never
13 updated them. And so they were somehow stealing.
14 And here I am looking at the license agreements and
15 the amendments in 2008, the amendment in 2009 and the
16 list of, that was submitted to the GTRC of inventions
17 that are covered that would have gone through the
18 third amendment in 2010. And it is my understanding
19 this lists every bit of IP that was ever done in
20 Dr. Laskar's group regarding the 60 gigahertz?

21 A Yes.

22 Q And does that clarify your testimony as to
23 whether or not Sayana was licensed to use this
24 information?

25 A Well, I would have to look through this,

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1 but I don't think it changes the fact that Sayana

2 didn't fund this research. And I would have to, of
3 course, compare these, but it certainly will clarify
4 that they had a licensing agreement to use some
5 technology.

6 Q Okay. And certainly the technology
7 contained in these license agreements, which is 21
8 specific things, and in the charts submitted to GTRA
9 an extra seven or eight to get us to a total of 29
10 intellectual property that was protected, Sayana had
11 a license to use, right? Whatever is in there.

12 A If you say so. Whatever is in there.

13 Q Are you aware of Sayana using any IP that
14 it sold to anybody else that wasn't included in the
15 license agreement and the two amendments and the
16 proposed third amendment?

17 A Can you repeat the question.

18 Q Yes. Are you aware of Sayana improperly
19 using or giving to ETRI or any other third party IP
20 or access to IP that wasn't covered by these license
21 agreement and the amendments?

22 A Yes.

23 Q Tell me specifically.

24 A Well, Sayana did not have its own

25 facilities. Everything was developed here at Georgia

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1 Tech. Since there was no cost center established,
2 all of the IP developed at Georgia Tech belongs to
3 Georgia Tech.

4 Q Correct. And all the IP that is licensed
5 belongs to Georgia Tech, every bit of it. It says
6 here in the document.

7 I am asking you whether Dr. Laskar used IP
8 that wasn't licensed and didn't belong to Georgia
9 Tech. Because we know Georgia Tech owns it. There
10 is no dispute.

11 A And my answer to that would be yes because
12 ETRI sent over engineers which Dr. Laskar got them
13 visas through Georgia Tech or his private company,
14 which is one of the deceptions that we pointed out.

15 MR. FRANKEL: Your Honor, I would
16 object. You asked us very clearly to stick to
17 the facts that relate to the charges. There's
18 no charge regarding visas or ETRI coming in and
19 using it. The charges are very clear that
20 Dr. Laskar allegedly did stuff.

21 CHAIRMAN MCGINNIS: Okay. I

22 understand that. So I think the answer here is
23 about the IP.

24 THE WITNESS: Right. So when these
25 folks came over, they spent a yearish in our

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1 labs exposed to all of the IP that was being
2 developed there, which included a number of
3 other labs that Dr. Laskar was responsible for.
4 When we discovered this, there is certainly
5 numerous IP issues with that.

6 Q (By Mr. Frankel) My question was much more
7 narrow.

8 Do you have any documentary evidence that
9 shows that Sayana gave or sold intellectual property
10 or things that it was not licensed to use to ETRI or
11 anybody else?

12 A Yes.

13 Q Tell me the documentary evidence because I
14 haven't seen it.

15 A Well, when this was licensed, we went
16 through -- or based on this license, it does list a
17 number of inventions. And of course, without
18 comparing them, I can't say whether they are the same

19 ones. But what I can say is we found --

20 Q Well, let me interrupt you right there just
21 to be real clear. You can't do it as you are sitting
22 here, but we have every single report that went to
23 ETRI. And I spent last night, numerous hours last
24 night going through these reports. And what I found
25 out is that every one of the --

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1 MS. WASCH: I object to your
2 testifying.

3 MR. FRANKEL: Let me finish the
4 question before you object and then you are
5 entitled to object.

6 Q (By Mr. Frankel) The ETRI reports show all
7 of the IP that was used. They match up exactly to
8 the license agreement. Have you gone through the
9 ETRI reports to show that they used any intellectual
10 property that's not in the license agreements?

11 A There were a number of patents that we
12 discovered throughout. We gave those to Kevin
13 Wozniak and we said does he have a license for these?
14 Their response was no, I have not seen a --

15 MR. FRANKEL: I would object to that

16 response on hearsay.

17 CHAIRMAN MCGINNIS: So there's a
18 dispute here about IP.

19 MR. FRANKEL: My problem is I don't
20 bear the burden.

21 CHAIRMAN MCGINNIS: Right.

22 MR. FRANKEL: They bear the burden of
23 proof by a preponderance of the evidence. They
24 need to show admissible evidence.

25 CHAIRMAN MCGINNIS: Is Kevin Wozniak

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1 going to be one of the witnesses?

2 MS. WASCH: No. No, we didn't plan to
3 call Kevin and we didn't raise the IP issue --

4 CHAIRMAN MCGINNIS: So if the IP issue
5 is not in the statement of charges --

6 MR. FRANKEL: It is in the statement
7 of charges. What they're saying is that he
8 stole the chips and stole information and gave
9 to it ETRI.

10 CHAIRMAN MCGINNIS: The IP and the
11 chips are two different things.

12 MR. FRANKEL: Okay. Let me clear it

13 up and I'll show you how it clears up.

14 CHAIRMAN MCGINNIS: Okay.

15 Q (By Mr. Frankel) Have you had an
16 opportunity to review the four reports given by ETRI?

17 A Have I reviewed the four reports given by
18 ETRI?

19 Q Given to ETRI.

20 A I have looked at them.

21 Q You do understand that it relates to four
22 tape runs. There is a picture at the beginning of
23 each of the ones of the actual chip that was used.
24 It is always on the first or second page and it's a
25 single chip. And that chip is then explained in

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1 detail. And that chip is part of the information
2 that is in the license agreement, isn't it?

3 A Without looking at it directly, I couldn't
4 say yes or no to that.

5 Q Are you aware of any documents that you
6 reviewed as part of the audit that shows what ETRI
7 got, either IP or chips, other than the reports and
8 the invoices for chips?

9 A Yes.

10 Q What did ETRI get other than the reports
11 and the chips that it got that we will talk about?

12 A They had numerous displays of the
13 technology as well as some test kits which included
14 several other things.

15 Q Well, the test kits were included in the
16 reports and included in the chips that were given to
17 them. So in addition to those things that aren't
18 disclosed in the reports and aren't disclosed in the
19 chips that are also covered by the reports, anything
20 that ETRI got that is not disclosed in those reports?

21 A I cannot say yes.

22 Q Okay. So you don't know.

23 A That's an assumption --

24 Q All right. And you have no evidence, do
25 you?

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1 A Well, there's a lot of evidence on what
2 we're making charges on.

3 Q You don't have any evidence that you can
4 point to, correct?

5 A Not in front of me, no.

6 Q Okay. And ETRI had a separate contract

7 with Georgia Tech that allowed it to have access to
8 the GEDC labs, didn't it?

9 A Yes.

10 Q And so you're aware that when they had
11 access to the labs and were observing and things,
12 like many, many other companies, Microsoft, Texas
13 Instruments, AT&T, Hewlett Packard, they had a
14 similar contract that allowed them to observe
15 demonstrations, right?

16 A Yes, they did.

17 Q Okay. Now, I want to go to the ETRI
18 contract. Yesterday we were talking about chips that
19 ETRI got.

20 Am I right that ETRI, that the only
21 evidence you have that ETRI received chips are either
22 the invoices you saw or the reports?

23 A No.

24 Q What evidence do you have that ETRI got
25 chips other than the invoices you saw and the

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1 reports?

2 A The shipping documents and the return.

3 Q Excellent. Okay. Fair enough.

4 Other than the shipping documents and the
5 invoices and the returns and the ETRI reports that
6 were prepared for ETRI, are you aware of any
7 documents that show ETRI got chips?

8 A Numerous e-mail traffic.

9 Q But they are duplicative of showing what
10 the chips were there, right?

11 A Well, there was a series of e-mail traffic
12 where they couldn't provide the exact chips, so they
13 took other chips to fool ETRI's accounting.

14 Q Could you point that e-mail out to me
15 because I don't know what you are talking about.

16 THE WITNESS: Patrick, would you pull
17 that one out, please.

18 MS. WASCH: Which e-mail is it?

19 THE WITNESS: It's the one where they
20 sent to ETRI the other chips that they wanted to
21 just fool their accounting so they could get
22 payment.

23 MS. WASCH: We didn't include that.

24 THE WITNESS: Oh, you didn't include
25 that.

1 MR. FRANKEL: If it's not included,
2 then I'm afraid that's not evidence before this
3 panel. I have no idea what he is talking about.

4 Q (By Mr. Frankel) Okay. So other than the
5 exhibit that is not here, are you aware of any chips
6 being shipped to ETRI that aren't covered by invoices
7 or P/Os or returns or that aren't in the report?

8 A No.

9 Q Have you had an opportunity to review your
10 documents and identify which chips were or were not
11 covered by those invoices or in these reports?

12 A Yes.

13 Q Okay. Let me draw your attention to the
14 yellow notebook in front of you, okay? And am I
15 right that each of the tape-out runs had a name --
16 they're on the document -- that would be like GT
17 underline May 2006, GT underline June 2007, et
18 cetera?

19 You're familiar with that?

20 A Yes.

21 Q That's how they lined up, right?

22 A Yep.

23 Q And there were essentially ten or 11 tape

24 runs each with a label like that, right?

25 A Yep.

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1 Q Okay. I want to draw your attention, I
2 handed you an exhibit yesterday. It was 220. It
3 should be in the stack of --

4 CHAIRMAN MCGINNIS: GT220?

5 MR. FRANKEL: No. Our Exhibit 220.

6 Q (By Mr. Frankel) Do you have it in front
7 of you?

8 A I do not.

9 Q I do not know where it was put.

10 I am going to show you a copy of Exhibit
11 220. And again, I'm going to apologize for standing
12 over your shoulder. And on there, and I will show it
13 to you, there is an exhibit that's Sayana Wireless.
14 It's an invoice. And then it has a certain thing.
15 It says on here test unit sample.

16 Do you see that?

17 A Yes.

18 Q And then do you see 20 naked chips and you
19 see the size of the chips?

20 A Yes.

21 Q Did you match these up --

22 A No.

23 Q -- to the various chip runs? For example,
24 did you learn --

25 A In name, not in size.

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1 Q Well, the P/Os showed it. So these are the
2 types of invoices that you saw that went to ETRI,
3 right?

4 A Yep.

5 Q Okay. Are you aware of any other invoices
6 that show chips that went to ETRI?

7 A None that can be shown here.

8 Q Okay. And you saw purchase orders that
9 matched up to it, right? From ETRI. I mean from
10 ETRI for these.

11 A Yes.

12 Q Okay. And did you try to match those up?

13 A We did.

14 Q Did they match up?

15 A Some.

16 Q Okay. When I went through the notebooks
17 and through all of the documents, I found three --

18 and we will get the pages for you later -- three
19 invoices of chips that went to ETRI. And it had the
20 shapes and everything else.

21 Did you find any more than three?

22 A Yes. But again, not that I can show here.

23 Q Well, in the notebook there's three
24 invoices.

25 A Yes.

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1 Q Is there anything I am missing?

2 A No.

3 Q Okay. I tried to figure out what went to
4 ETRI because I wanted to be fair. So I went to each
5 of the reports, and I want to know whether you did
6 this, and I looked at the report and it showed the
7 chip, which chip went to them and which portion of
8 the chip went to them.

9 Did you do that?

10 A Yes.

11 Q Okay. So for example, if we look at the
12 exhibit I just showed you, 220, this is a picture
13 that came from the ETRI report that was prepared by
14 Sayana and circled as the part of the chip that ETRI

15 got, right? This came from the ETRI reports, right?

16 A Yeah.

17 Q Yes. You need to say it out loud.

18 A Yes.

19 Q I'm sorry. Okay. So we know which chips
20 went to ETRI merely by looking at the report, right?

21 We look at the chip that is listed in the report and
22 then we know what went to ETRI, right? Yes?

23 A Yes.

24 Q I went through the reports. They are
25 sitting in here. They are marked at GT, the first

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1 report is, starts at -- and the purchase order, by
2 the way, for that one is at GT320 is the \$90,000
3 purchase order that we just talked about. And then
4 we see, they are not in the right order. This is
5 done by Georgia Tech. And then we see the chip
6 photo, the actual descriptions that go with it. It
7 starts at the first design, the interim reports, at
8 GT323. And you will see on Page GT325 a picture of
9 the chip they got. And you'll go to the second
10 report. And the second report starts on GT515 and
11 there's a picture of the chip that went to ETRI

12 there. And then you have got the third report.

13 MS. WASCH: Is there a question?

14 MR. FRANKEL: I am just pointing out
15 the reports where he can see the chips. I think
16 this is an administrative hearing and I'm
17 entitled to that in an administrative hearing.
18 And I'm going to ask him whether he is aware of
19 any other chips other than these that were
20 shipped. That I am letting the Committee know
21 where they would look to see the chips that were
22 shipped.

23 Q (By Mr. Frankel) Those are the two that I
24 see. I, I'll mark the other ones later.

25 Are you aware of any chips that were

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1 shipped other than the invoices, the three that are
2 in here, or that are listed in the ETRI reports?

3 A At the time that these documents were
4 created and identified, these were all we were aware
5 of.

6 Q Okay. And you don't have any other
7 evidence to introduce anything today, do you?

8 A Not to this hearing, no.

9 Q Have you had an opportunity to review and
10 see which of the chips Sayana paid for and which of
11 the chips Georgia Tech paid for?

12 A Yes.

13 Q Do you know the total number of chips that
14 Georgia Tech paid for? When I say Georgia Tech, I
15 mean the unrestricted funds that came out of GEDC.

16 A At the time frame that we are talking
17 about, we had identified that all of the chips were
18 paid for by Georgia Tech.

19 Q I am going to hand you, I am going to hand
20 you what has been marked Exhibit 300. This is a
21 summary of each and every check from the GT notebook
22 of every check written by Georgia Tech to CMP and it
23 totals \$1,089,000 and change.

24 Is this accurate? Is that the number you
25 remember?

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1 A It is the number at the time frame from
2 which this was looked at.

3 Q And there is no allegation sitting here
4 today about any other chips paid for by Georgia Tech,
5 is there?

6 A Yes.

7 Q That relate, as it relates to Dr. Laskar's
8 termination, is there any allegation here today
9 beyond this?

10 A There is a liability that was left.

11 Q A liability of what?

12 A A little over \$250,000.

13 Q Okay. And that liability hasn't been
14 resolved one way or the other, has it?

15 A Yes, it has.

16 Q It has? Georgia Tech has paid for it?

17 A Just recently, much to our displeasure.

18 Q Okay. And have you ever reviewed, have you
19 reviewed the information from Sayana's computers to
20 find out --

21 A Sayana didn't have any computers that were
22 --

23 Q Let's talk about computers. The GEDC
24 agreement, did you ever look at the GEDC bylaws?

25 A Yes.

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1 Q The GEDC bylaws allow members to use
2 equipment and things --

3 A Sayana was not a member.

4 Q Let me finish my question, please. Okay?

5 A Okay.

6 Q GEDC's bylaws allow members to use
7 equipment if it is authorized by the GEDC, correct?

8 A No.

9 Q That is not correct?

10 A No. You cut it off. It is authorized by
11 the GEDC director, which would be Dr. Laskar.

12 Q And Dr. Laskar authorized that like he
13 authorized the use of computers for Axion and Technon
14 and GTronix and everyone else that was a GEDC member
15 who was doing research. They all had computers that
16 were provided by GEDC, didn't they?

17 A No.

18 Q Did you actually search that or are you
19 just saying no because you think it's no or did you
20 actually go and say whose computers are being used by
21 GTronix, whose computers are being used by Axion,
22 whose computers are being used by each of the GEDC
23 members?

24 Did you do that?

25 A No, I didn't do that. But can I answer the

1 first question that you asked?

2 Q No. Actually that's my question. Did you
3 go and check whether other people were using
4 computers, and your answer is no, correct?

5 Is that correct?

6 A You are correct.

7 Q Okay. Now, did you review chips paid by
8 Sayana?

9 A I'm sorry, I didn't understand what you
10 said.

11 Q Did you review of any chips paid by Sayana?
12 Did you see any documents?

13 A At the time --

14 Q Did you see any documents by Sayana?

15 A -- there were no chips paid by Sayana
16 during our initial part of this audit. That came
17 later.

18 Q I am going to hand you what has been marked
19 Exhibit 215. These actually have the tabs with them.
20 This is a list of all of the chips paid for by
21 Sayana. I can go through it if you'd like. Or if we
22 can, and I have a copy of every single bank statement

23 came from, copies of the Sayana computer hard drive
24 that we got. And I can show them one by one if you'd
25 like that show the wire transfer number and each of

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1 these payments totaling \$589,000. I made this last
2 night, the chart.

3 MS. WASCH: So you are just
4 introducing documents that you put together?

5 MR. FRANKEL: I'm introducing a
6 demonstrative exhibit that I think I am entitled
7 to use. I'm not asking that it be entered into
8 evidence or anything else. I'm using a
9 demonstrative exhibit. And if you'd like, I can
10 now go through or we can do it faster, the
11 Committee's discretion, I will show each bank
12 statement that shows each payment that came from
13 the Georgia Tech documents and the Georgia Tech
14 computer that was provided to us in the Open
15 Records request to show that it was paid for.
16 And I'm doing this because Mr. Hurd said that
17 Sayana didn't pay for anything.

18 MS. WASCH: I object to Mr. Frankel
19 testifying for the witness.

20 THE WITNESS: That's not what I said.

21 Q (By MR. Frankel) Okay. Well, am I right
22 then, let's make it fast. Am I right that Sayana
23 ultimately paid for, wrote one, two, three, four, six
24 wire transfers that paid for chips, went to CMP for
25 chips totaling \$589,000 and change?

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1 A You are right that they did.

2 Q Okay. Now --

3 A Somewhat. However, I would point out that
4 I would like to see where the 90,000, the first one
5 went, because that seems to match exactly their
6 unrestricted gift to Georgia Tech, and I would like
7 to clarify that.

8 Q There was an unrestricted gift to Georgia
9 Tech and that was a wire transfer to Georgia Tech.
10 And that's in the documents you provided us. In
11 fact, you gave it to us yesterday.

12 A Is this the same page is what I'm asking.

13 Q No. This is the one that went to CMP.

14 Would you like to see it?

15 A Yes, I would. It won't change my answer,
16 but I would like to see it.

17 Q I don't seem to have it or I can't find it.
18 I'll try to find it for you in a second when we have
19 a break.

20 A Okay.

21 Q So we don't waste the Committee's time. I
22 have them all here. I just can't seem to locate
23 that.

24 CHAIRMAN MCGINNIS: While Mr. Frankel
25 is looking for that, just a clarification. I'm

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1 not sure I understood. There was a question
2 about the membership agreement and the
3 computers.

4 THE WITNESS: That's right. You see,
5 Sayana developed everything at Georgia Tech. I
6 don't think that is really in dispute. Sayana
7 did not become a member until 2009, the second
8 month, February, which is why I was looking at
9 that first payment. Before then they had no
10 entitlement to anything. And that was when
11 money was spent on the chips and on the
12 development and on the, sending the, the
13 packaging back and forth. So much so that even

14 we were able to track where when they dressed up
15 the lab to fool the IRS that they printed --

16 MR. FRANKEL: Whoa, whoa, whoa. Whoa,
17 whoa, whoa, whoa, whoa.

18 CHAIRMAN MCGINNIS: I just asked a
19 very specific question for the clarification
20 for the things that we're considering and it was
21 about computers --

22 THE WITNESS: Right.

23 CHAIRMAN MCGINNIS: -- and the
24 membership agreement for GEDC. So did I
25 understand that the center director could

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1 provide computers for member companies to use?

2 Is that --

3 THE WITNESS: That was not my
4 understanding from reading the agreement. You
5 see, those are Georgia Tech property.

6 CHAIRMAN MCGINNIS: Okay.

7 THE WITNESS: And while Georgia Tech
8 often makes it so that if someone is coming in
9 town for a day or two, sure, we'll let them use
10 a computer and check their e-mail, those kinds

11 of things. But ongoing uses are prohibited by
12 policy and law.

13 CHAIRMAN MCGINNIS: Thank you for
14 clarifying.

15 Q (By Mr. Frankel) In fact, of computers
16 from GEDC members that used them, so many of them
17 were located on the fourth, first floor of TSRB
18 building, Microsoft used computers, Cyber Semi used
19 computers, Samsung used computers, Panasonic used
20 computers, Sony used computers, AT&T used computers,
21 Nokia used computers, GTronix used computers, VT- --

22 MS. WASCH: I object.

23 CHAIRMAN MCGINNIS: I think we've --

24 Q (By Mr. Frankel) Do you have any evidence
25 that any of these people did not use computers that

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1 were located in the building?

2 A You know, if there are other companies
3 doing this, I will be happy to look into them, but I
4 really can't speak to what I did not look at.

5 Q Did you tour GEDC on May 14th, 2010?

6 A Yes.

7 Q And you toured there, you had an

8 opportunity to go into the first floor of the TSRD,
9 didn't you?

10 A B. TSRB.

11 Q TSRB. Yeah, I'm sorry. I keep messing up
12 the initials --

13 A Yes.

14 Q -- and I apologize.

15 And as part of that, you saw that there
16 were numerous, numerous offices of GEDC members on
17 the first floor, didn't you?

18 A Yes.

19 Q You saw, for example, AT&T, Nokia,
20 Microsoft, Samsung?

21 A Well, those were research companies who had
22 supported it, yes.

23 Q And those research companies, some of those
24 had facilities in other buildings too like the
25 Synergy building, right? Like Samsung had in the

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1 Synergy building.

2 A Yes. I did not audit Samsung, so I do not
3 know where their offices were beyond the one that was
4 on the fifth floor.

5 Q Are you aware of any document that shows
6 that Samsung or Sony or AT&T paid for the leased
7 space that they were using in the TSRB building?

8 A Yes. There is a major agreement for
9 Samsung. They had a --

10 Q No. There is a major agreement for, to do
11 another building and for a research project.

12 Was there an agreement for leasing space?

13 A Yes. They were on the tenth floor.

14 Q Show it to me.

15 A Samsung is not at issue at here. Whether
16 Samsung paid or not is, wasn't part of my audit.

17 Q Do you know for a fact whether there are
18 any leases or proof of payment for rental space by
19 Samsung or Microsoft or any other GEDC member for the
20 TSRB building?

21 A Again, I did not audit Microsoft or the
22 others. I saw that they had membership payments.

23 Q You assisted the legal office in responding
24 to our Open Records request, didn't you?

25 A Yes.

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1 Q And you assisted the Attorney General's

2 office in responding to our written discovery in the
3 other lawsuit, didn't you? You assisted, I'm sorry,
4 the Georgia Tech legal office in responding to our --

5 A Right.

6 Q Okay. And one of those questions in both
7 the Open Records request and in the other request was
8 show us leases for the TSRB building or in the GEDC
9 for anybody who leased space in that building who had
10 an office or who used the equipment. And we asked
11 for that and we got a box of documents with all the
12 invoices and not one had a lease agreement or payment
13 or request for payment.

14 Did I miss something?

15 MS. WASCH: I'm going to object. I
16 mean I was responsible for answering those. I
17 answered the Open Records Act request. I
18 assisted the Attorney General's office in
19 responding to the discovery. Mr. Hurd gave me
20 information I requested from him.

21 MR. FRANKEL: Okay. Let me ask the
22 question differently.

23 Q (By Mr. Frankel) As the auditor, did you,
24 and you have accused Dr. Laskar of having misused

25 space by taking leased space and using equipment that

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1 he is not authorized to do. And he is accused of
2 stealing. It is Charge 4 of 5. But other GEDC
3 members are using equipment and using space.

4 Can you show me a lease, a single lease, a
5 single invoice, a single check for the other GEDC
6 members' use of office space or chips or CAD tools?
7 Can you show me a single one, not the ones that have
8 separate contracts but the ones that are just GEDC
9 members, can you show me one?

10 MS. WASCH: I don't know if we're
11 still talking about Samsung or not, but
12 Samsung --

13 MR. FRANKEL: I'm talking about
14 anybody. My question is very general.

15 Q (By Mr. Frankel) For the GEDC members that
16 don't have sponsored contracts, for GEDC members who
17 have office space, you just acknowledged that they
18 have office space. That GEDC members that have
19 office space in the building, that have access and,
20 or did you question whether they had access to
21 equipment, did you find a single invoice, a single

22 bill, a single contract that showed that GEDC members
23 were paying for office space, use of computers, use
24 of CAD labs or anything else?

25 A No.

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1 Q No. In fact, though, all of the GEDC
2 members who are research members, they pay the higher
3 fee, in fact, all of them if they requested get
4 access to office space, access to CAD design
5 equipment, access to computers so that they can do
6 the research and learn through their affiliation with
7 the GEDC. This is common practice for years since
8 Yamacraw forward, right?

9 MS. MICK: I'm sorry. I'm trying to
10 help speed things up. These questions might go
11 to Dr. Allen as we are talking about a license
12 not a lease regarding fees and equipment. I
13 think Dr. Allen can answer actually all the
14 questions that Mr. Frankel is asking.

15 MR. FRANKEL: This is the auditor that
16 has accused him that has reviewed all of the
17 documents. He is the source of our documents.
18 And he is saying in his audit that was then

19 turned over and now Dr. Laskar is accused of it,
20 that these are the things he found. I think I'm
21 entitled to ask the auditor did you even check
22 whether anybody else was paying for the space?
23 Did you even check whether people are paying for
24 the CAD machines. And his answer is no. So I
25 will move on. They didn't check.

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1 Q (By Mr. Frankel) Did you ever have an
2 opportunity to look at the VentureLab applications
3 for Sayana?

4 A We did.

5 Q Okay. And you saw in there, did you not,
6 that part of the VentureLab funding was to provide
7 prototypes to customers, right?

8 A Yes.

9 Q And you saw that part of the funding was to
10 provide test chips for customers, right?

11 A VentureLab funding is, is fairly unique to
12 the State of Georgia, and so it needs to be
13 clarified. The answer to that could be yes or no
14 depending on which part of the funding you are
15 talking about.

16 Which part of the funding are you talking
17 about?

18 Q The VentureLab in the VentureLab report it
19 says that prototypes and test samples will be sent to
20 customers to see if the technology works as part of
21 the VentureLab funding and as part of the MDP
22 funding, right?

23 A Again, it depends on what part. There are
24 numerous phases of VentureLab funding. Not all of
25 them can be used in the same way.

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1 Q But you are aware for Sayana and Sayana's
2 VentureLab funding, it specifically said that the
3 funding for Phase 1 and Phase 2 will go towards
4 prototypes and test chips to be sent to customers.
5 This is one of the specific goals listed on the
6 VentureLab Phase 1 and Phase 2 applications that are
7 signed and accepted, right? You saw that, didn't
8 you?

9 A I did see that.

10 Q Okay. And you also saw for the MDP
11 program, the funding that came from GRA, that there
12 was \$300,000 a year for three or four years from MDP

13 to GEDC.

14 You saw that too, didn't you?

15 A There was funding.

16 Q Okay. And you saw in the MDP funding for
17 those years of \$300,000 that part of that funding was
18 supposed to be used for chips, to make prototypes and
19 test chips so that people could see whether they work
20 and you could give them to industry representatives
21 to figure out whether they're working and
22 feasibility.

23 That was one of the expressed purposes of
24 the MDP, right?

25 A I don't believe that's exactly accurate.

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1 Q Did the MDP contemplate prototype chips?

2 A Yes.

3 Q And did the MDP contemplate testing of
4 chips?

5 A Yes.

6 Q And that was supposed to be paid by GRA
7 money and there is nothing wrong with the GEDC using
8 it to that extent, right?

9 A There's nothing wrong with GEDC making

10 prototype chips.

11 Q Okay. Do you know whether the chips that
12 went to ETRI or not were prototype chips?

13 A They were Georgia Tech chips.

14 Q Okay. Georgia Tech created or not.
15 Because you've already said there's nothing wrong
16 with GEDC money or GRA money making prototype chips.
17 So my question is do you know one way or the other
18 whether the chips that were provided to ETRI were or
19 were not prototype chips?

20 A Yes, they were prototype.

21 Q They were prototype chips. And they were
22 testing chips, right?

23 A Yes.

24 Q And they could not be resold or
25 manufactured to anybody else because they are tests

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1 to see if they work, right? That is what the ETRI
2 report said, that these are chips. I'm telling you
3 --

4 A Well, now, wait a minute. You switched
5 between ETRI and GEDC.

6 Q No. I am talking about the chips that were

7 sent to ETRI. They were prototype chips that could
8 not be resold, correct?

9 A That is incorrect. Are you saying --

10 Q A prototype chip can be resold for
11 commercial value?

12 A Well, this is where you are mincing words
13 here. You see, GEDC can create chips and GEDC can
14 use them. But when you transfer them over to Sayana,
15 which is a for-profit company, and they send them
16 over to another company for the express purpose of
17 commercialization, that's where the problem comes in.

18 Q Let's stop for the express purpose of
19 commercialization. I just want to go step by step.
20 I think you've acknowledged that chips, that
21 prototype chips that were created at GEDC, some of
22 them, and we have identified four runs, were sent to
23 ETRI. And we have seen the reports.

24 A That is not correct. They were, they were
25 taken by Dr. Laskar to Sayana, which is his private

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1 company and then Sayana sent them.

2 Q Well, let's stop there. You say it was
3 taken by Joy Laskar. How was it taken? Do you have

4 evidence he took it?

5 A I have evidence ETRI received it and he's
6 the owner of --

7 Q Ah, I am not denying that ETRI received
8 chips. I want to know, you just said --

9 A Would you let me finish --

10 Q -- Dr. Laskar took it.

11 A -- the damn question.

12 Q Well, tell me, answer the question, how do
13 you know Dr. Laskar took it?

14 A Because they, ETRI didn't receive it from
15 GEDC. They received it from Sayana.

16 Q Okay.

17 A Invoices went back to Sayana, which
18 Dr. Laskar is the president and CEO.

19 Q Okay. So we know that prototype chips went
20 to ETRI. Let's go to the next question that you
21 talked about. How do you know --

22 A We know that prototype chips went to
23 Sayana.

24 Q Would you please let me finish my question
25 and then I'll try to let you finish your answer.

1 A Well, then please be accurate about it.

2 Q Prototype chips went from Sayana to ETRI,
3 correct?

4 A Yes.

5 Q Okay. Are those prototype chips that went
6 to ETRI, are they commercially re-sellable?

7 A I don't know what ETRI does with it. I
8 didn't audit ETRI.

9 Q Did you review the report that shows they
10 are prototypes and cannot be resold? They're
11 building blocks to see if the technology works.

12 Did you read the report?

13 A Yes, I did.

14 Q And the report says that you cannot use
15 these chips for resale because they're part chips,
16 they're cutups.

17 A It also says --

18 Q They're showing you if the technology
19 works.

20 A It also says that ETRI, or it, that is
21 true. But it also says that Sayana is not allowed to
22 disclose that to anyone else. So by his own
23 contract, Dr. Laskar wasn't allowed to share it with

24 GEDC.

25 Q I, I'm not following because Sayana had a

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1 license --

2 A Then you didn't read the whole contract.

3 Q Sayana had a license that said it could
4 sell and communicate with ETRI and others. It had
5 the agreement. The ETRI agreement says that they can
6 share this information. They have a license to use
7 this information. And what was said for the ETRI
8 contract was whatever they gave to ETRI, the report
9 that they gave to ETRI wouldn't be shared with the
10 GEDC, but not the prototypes. The prototypes were
11 still, they are still sitting there in the, I guess,
12 the Attorney General or the auditor's office. All
13 those chips are still there, the ones that didn't go
14 to ETRI, every single one of them.

15 A You see, at issue here is these were all
16 created at Georgia Tech. Every, every professor
17 should know and Dr. Laskar has said he was one of the
18 most experienced at start-up companies.

19 Q Dr. Laskar hasn't said anything. He has
20 not testified here.

21 A To me in the interview which he was given
22 the opportunity which I referenced earlier which I
23 know you have the transcripts of, that he was one of
24 the most experienced. The fact is for three years
25 not a dime went from Sayana to Georgia Tech in terms

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1 of cost centers, but yet millions of dollars' worth
2 of machinery, technology and students were used to
3 develop this at the time which he sent these chips
4 out through his private company to ETRI.

5 It wasn't until 2009 that it became, he had
6 to pay. CMP sent a letter to us saying Georgia Tech
7 has a terrible reputation here. We can't believe
8 that you haven't paid us, so forth and so on, which
9 is in there. Before that that money, you can't just
10 take Georgia Tech funds and fund your private
11 company's fabrication. You, you, it is not legal.
12 It is not right.

13 Q Can I hear the answer to my question,
14 though? Were the prototype chips resalable?

15 A I don't know what ETRI did with them.

16 Q They were not capable of being resold, were
17 they?

18 A I don't know.

19 CHAIRMAN MCGINNIS: Well, I don't
20 think that Mr. Hurd is an expert on
21 microelectronics, so.

22 MR. FRANKEL: I think that is probably
23 a fair statement. I would also note he is not
24 an expert on the law either that he keeps saying
25 what is and is not illegal.

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1 Q (By Mr. Frankel) But let's talk about
2 this. At Georgia Tech if a student does research in
3 the research center or any research center and they
4 use it for their dissertation or for published
5 research and they get to use it and it's open to the
6 public, who is responsible for paying for that
7 research? Georgia Tech or somebody else?

8 A It depends on the research.

9 Q If it's not directed research --

10 A Georgia Tech would handle the funding
11 sources.

12 Q And let's, and if it is unrestricted
13 research, research that's available to everybody, it
14 is not IBM coming in and saying I have got a research

15 contract, I want you to do A, B, C. It's just
16 research on 60 gigahertz and the students do the
17 research and the funds are available in unrestricted
18 funds, who is responsible for the unrestricted funds?

19 Does it require a company to pay for it or
20 is this a benefit to the Georgia Tech student?

21 A It is certainly a benefit to the Georgia
22 student.

23 Q Okay. And it is routine at Georgia Tech
24 for unrestricted moneys from the GEDC and other
25 centers to be used to fund research of the research

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1 groups within those centers, correct?

2 A I imagine that that's probably why
3 Dr. Laskar wanted Qualcomm as a grant.

4 Q Okay. That's not the answer to my
5 question. My question was it's routine at Georgia
6 Tech for unrestricted funds within the various
7 centers to be used for research by the students in
8 that research group, correct?

9 A Yes.

10 Q Okay. And you knew, did you not, that the
11 60 gigahertz research group was doing research,

12 unrestricted grant research for lots of things other
13 than Sayana. There were two contracts with Darva,
14 there was a contract with NSF for multi PI project,
15 there was a contract with the Army, a CACI contract,
16 that they were getting un-, using unrestricted money
17 to pay for research that then was ultimately utilized
18 for those other contracts.

19 You knew that, didn't you?

20 A There are other projects that were using
21 unrestricted funds.

22 Q And but specifically in the 60 gigahertz
23 laboratory where they were doing 60 gigahertz
24 research, that very research was being done by
25 students and being shared on other unrestricted

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1 contracts, right?

2 A I do not know.

3 Q You didn't research that, did you?

4 A I did not.

5 Q Okay. And you do understand, I just want
6 to make sure that you understand, that with a
7 research contract if a student does a piece and it's
8 published, that anybody can use it. ETRI can use it,

9 IBM could use it, you could use it, Dr. Laskar could
10 use it for Sayana, anybody could use it because it's
11 research, right?

12 A You know, you would have to ask our
13 technology licensing folks that question.

14 Q I did. Are you aware of any -- well, let's
15 ask the question differently.

16 Did you ask anybody whether or not it was
17 prohibited --

18 A Yes.

19 Q -- when you were doing your audit?

20 A Yes, we did. We talked to Kevin Wozniak --

21 Q And did anyone say it was prohibited to use
22 information that was included in a published or a
23 peer-review document, it would be illegal or improper
24 for Dr. Laskar or other companies to use that
25 published data? Did anybody tell you that?

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1 A No. I did ask Ms. Garton about that and
2 she gave me a it depends answer. And went through a
3 whole litany of things that were not really relevant
4 to tracing the money.

5 Q You are aware, and I won't go through the

6 detail here, you are aware that hundreds of articles,
7 peer review and 15 dissertations were based on this
8 very same 60 gigahertz research, right?

9 A I am aware that articles. I couldn't tell
10 you the exact number.

11 Q Did you find out whether any of the
12 information provided to ETRI came from those articles
13 or not and was publicly available?

14 A You know, I did not.

15 Q Okay. I just want to go through the
16 various fabrications. The first fabrication was GT
17 May 2006.

18 Do you have any documentation or evidence
19 that ETRI used any of those chips?

20 A Yes.

21 Q What is it?

22 A All of these reports.

23 Q Specifically that chip from Georgia Tech
24 May 2006.

25 A Yes, all of these reports.

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1 Q Well, actually the first report says that
2 they used two modules, two 1.25 times two millimeter

3 cuts.

4 A You know --

5 Q That is what it says it used.

6 A You know, you can get into those little
7 details and I, I will tell you I don't understand
8 them. What I do understand is this. Sayana
9 published a summary of their work. These chips are
10 iterative. So every chip was used in the next
11 iteration or what was learned from it. It went on
12 and on and on. The ultimate goal was to make this 60
13 gigahertz receiver that would transfer information,
14 large amounts, which I have said many times I am
15 incredibly impressed by it. I don't understand it,
16 but I am incredibly impressed by it.

17 Q All of the information --

18 A But I do understand that each chip built
19 upon the other one.

20 Q They are all building blocks, yes?

21 A Yes.

22 Q Okay. You do understand that the result
23 from the GT May 2006 chip fabrication were published.
24 Every single one of them were published, you
25 understand that, don't you?

1 A Uh-huh (affirmative).

2 Q Which means that that particular building
3 block is open to the public. So my question is more
4 narrow. What of that particular chip, because the
5 information is public, went to ETRI from the
6 documents you have seen? And the documents when I
7 look at the first interim report, I see that two 1.25
8 times two millimeter cuts went valued at \$1100.

9 Do you see anything different?

10 A You know, I haven't looked at it from that
11 perspective.

12 Q Okay. Let's look at GT September 2006.
13 The original cuts were five --

14 A What page are you on?

15 Q I am just going through the tape-out. The
16 next tape-out was September 2006. It was a five
17 times five millimeter tape-out.

18 Do you have any evidence of what went to
19 ETRI on that, of the chips that went to ETRI?
20 Because that is the allegation here that chips were
21 taken and moved. Not intellectual property, but
22 chips.

23 What evidence do you have that ETRI got any
24 chips?

25 (Mr. Marshall left the proceedings.)

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1 THE WITNESS: You know, I would have
2 to look, look at the specific documents that you
3 are talking about, but --

4 Q (By Mr. Frankel) The invoices that we saw
5 and looking at the report shows that 20, what were
6 called test sample chips went, they were 5.25, they
7 were half cuts, they're in a drawing on the thing.
8 And they were valued at approximately \$55,000.

9 Do you have any reason to doubt that?

10 A I have no reason to doubt what you are
11 saying.

12 Q Okay. The next run was GT January 2007.
13 The original chips were five times six millimeters.

14 Do you have any evidence that ETRI got any
15 of those chips?

16 A You know, again, without looking at the
17 documents --

18 CHAIRMAN MCGINNIS: Is this
19 information in an exhibit?

20 MR. FRANKEL: I could give you a
21 summary exhibit, but he's the one that would
22 have to testify. If he's willing to say my
23 summary exhibit is correct, I am more than happy
24 to do it. Each of them are in documents. They
25 are in the invoices that they produced and

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1 they're in the actual underlying hundred and
2 200-page reports which he reviewed. I'll try to
3 be faster.

4 CHAIRMAN MCGINNIS: So the point here
5 is about these chips?

6 MR. FRANKEL: Yes. I just want to
7 know which chips ETRI got. And this is the
8 information that we have. And I would like to
9 give a summary, then I'd like to produce a
10 summary.

11 Q (By Mr. Frankel) On the GT January 2007,
12 the invoices or the interim reports say that there
13 were 20 test sample chips five times three, half cuts
14 that went to ETRI, right?

15 A If you say so.

16 Q Do you have any evidence to contradict

17 that?

18 A I do not have any evidence in front of me
19 to contradict that.

20 Q And the value was approximately \$71,000,
21 right?

22 A If you say so.

23 Q Okay. And let's look at the April 2007
24 run. There is no evidence that I could find that
25 anything, any chips went to ETRI for that run.

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1 Do you have any evidence to the contrary?

2 A Not in front of me.

3 Q Okay. And when I look at the tape-out for
4 June 2007, I don't have any evidence at all that any
5 chips went to ETRI.

6 Do you have any evidence to the contrary?

7 A You know, I can only say that we do have
8 evidence that they were for Sayana's use, but I don't
9 know whether they went to ETRI or not.

10 Q Well, the allegation here, make sure I
11 understand the charge, is that Dr. Laskar directed
12 chips to be fabricated to go to ETRI. And that, that
13 was the allegation that he did wrong, that he, he

14 fabricated chips for the purpose of giving them to
15 ETRI. So I am asking you about the chips, okay? And
16 --

17 A Well, I think, and Kate might need to
18 clarify, but it is my understanding if we look back
19 at the charge -- which charge specifically are you
20 referring to?

21 Q Charge 1.

22 MS. WASCH: The charge says what it
23 says. I don't know as to where he --

24 MR. FRANKEL: I am not asking him. He
25 volunteered this. I merely asked him, I'm

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1 asking you about that chip that went to ETRI.

2 That's what I want to know.

3 THE WITNESS: I would like to look at
4 exactly what the charge was written.

5 Kate, do you have a list of the charges
6 that I could just read?

7 CHAIRMAN MCGINNIS: That's a page out
8 of Dr. (inaudible) letter.

9 THE WITNESS: That's, that will be
10 fine. This is what I thought. You know, the

11 accusation is that you are charged with using
12 company's, moneys of Georgia Tech to benefit
13 Sayana.

14 Q (By Mr. Frankel) It says "You caused GEDC
15 employees to order electronic chips from CMP in the
16 name of GEDC which were in turn used to satisfy
17 contract requirements of Sayana and ETRI."

18 A I was reading the charge.

19 Q I am reading the language from the charge.
20 That's the support for the charge.

21 A No. You are reading the support on the
22 bottom.

23 Q That is the allegation --

24 A The charge is one of --

25 Q I'm not going to fight with you --

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1 A -- examples.

2 Q -- this is, the Committee will understand
3 what the charges are or not. My questions to you are
4 much more narrow. I want to know what chips that you
5 have evidence of did or did not go to ETRI. And we
6 talked about April and you don't have any evidence,
7 the 2007. And we talked about June 2007 and you

8 don't have any evidence that any chips went to ETRI,
9 right?

10 A No.

11 Q And there were two chip runs in July of
12 2007. One is called GT1 and one is called GT2.

13 On GT1 do you have any evidence of chips
14 going to Sayana?

15 A Yes.

16 Q Yes, we do. And there were 20 test sample
17 chips that were five times four millimeters that went
18 to them and they were prototypes, right?

19 A All of these chips were prototypes from my
20 understanding.

21 Q All right. They were all prototypes and
22 they got 20 chips valued at approximately \$99,000,
23 right?

24 A If you say so.

25 Q That's the information that's in these

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1 documents, in the --

2 A I have no reason to doubt what you are
3 saying.

4 Q And you have no evidence to the contrary,

5 do you?

6 A Not in front of me.

7 (Mr. Marshall returned to the proceedings.)

8 Q (By Mr. Frankel) And there was a second
9 run of chips called GT2 July 2007. It was a
10 relatively large order, \$240,000.

11 None of that, you don't have any evidence
12 that any of those chips were shipped to ETRI, do you?

13 A I don't believe so.

14 Q Okay. And there was another run, there
15 were three runs called GT1, 2 and 3 in January of
16 2008. It was also somewhat expensive runs, \$248,000.

17 You don't have any evidence that any of
18 these chips were sent to ETRI, do you?

19 A None that I can share here, no.

20 Q And then there were three runs in April of
21 2008, GT1 April 2008, and you don't have any evidence
22 that ETRI got any of these chips, do you?

23 A None that I can share here.

24 Q Okay. And then we have GT October 2008.

25 And you do have some evidence that some

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1 chips were shipped to ETRI on that one, don't you?

2 A You know, I don't remember all the stuff
3 off the top of my head, but I'm sure that --

4 Q But it shows on the invoices --

5 A -- you are pretty accurate with that.

6 Q It shows on the invoices and in the ETRI
7 reports that there were two sets of cuts from the
8 same chip of 20 sample chips that were miniature, 2.4
9 times 1.5 millimeters or 1.8 times 1.5 millimeters of
10 a larger chip that was 9.4 times 2.8 millimeters and
11 the approximate value of that was \$33,400. There was
12 a second run in July of 2009, a last run.

13 And do you have evidence that ETRI got any
14 of those chips?

15 A None that I can share here.

16 Q Okay. Well, actually they did. There's
17 evidence here, there's P/Os. And if you look at the
18 reports, it shows that there were cutouts that were
19 given to ETRI, again sample chips of approximately
20 \$49,500. Now, if you'll trust my math, I have added
21 up the cost of all the chips that you have evidence
22 of that went to ETRI, and it's \$309,000. If you'll
23 trust my math, and I will give you the chart, you can
24 check my math, and it was done, by the way, on an

25 Excel spreadsheet, I have added up all the chips, the
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1 values that either went exclusively to Georgia Tech
2 where ETRI didn't get a single chip and the ones that
3 Georgia Tech kept some of them and I took out what
4 ETRI got. And that total was \$1.443 million. So
5 there's chips that Georgia Tech either has exclusive
6 possession or has possession of some of them valued
7 at \$1.44 million.

8 Do you have any evidence that would
9 contradict that?

10 A Not in front of me.

11 Q Okay. And --

12 CHAIRMAN MCGINNIS: Just to clarify.
13 The amounts that you are citing for the chips
14 that went to ETRI --

15 MR. FRANKEL: Totaled \$309,000.

16 CHAIRMAN MCGINNIS: But those numbers
17 come off a Sayana invoice or some other invoice?

18 MR. FRANKEL: They come off of Sayana
19 invoices. Actually, they don't come off of
20 Sayana invoices. The way you get the numbers,
21 if you look at the Sayana invoice and you see

22 the measurement that went and you look at the
23 ETRI report and you see the measurement that
24 went, if you go back to the original CMP invoice
25 and take the square footage, it will break out

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1 to what it -- so for example, if there were a
2 hundred square millimeters of chip that went on
3 the run and Georgia Tech got it all, they would
4 get a hundred cents on the dollar. If there
5 were, 50 percent of the chips went to ETRI and
6 50 percent were retained by Georgia Tech based
7 on square millimeters, then we used the number
8 on the CMP, what it actually cost, and charged
9 50 percent to ETRI. What we did is we took the
10 square millimeters per order that went to ETRI
11 by the tape-out, the July 2007 whatnot, went
12 down the list and each time we had it. So the
13 way, so if an order was split, then we split it
14 out, ETRI got its share, Georgia Tech got its
15 share. If it wasn't split, Georgia Tech got it
16 all. And my numbers come out to \$309,000 that
17 ETRI got of the square millimeters and
18 \$1.443 million that Georgia Tech got.

19 THE WITNESS: Well --

20 Q (By Mr. Frankel) Now, how much did ETRI
21 pay for? I'm sorry. How much did Sayana pay total
22 regardless of the time? I mean you're probably right
23 on the timing, by the way.

24 How much did Sayana pay for the chips that
25 ETRI got?

218

1 A You know, I would have to add it up. I'm
2 sure you're --

3 Q \$499,000.

4 A Yeah.

5 Q \$499,000. How much did Georgia Tech pay
6 for the chips that it got? We already did this.
7 \$1,089,000.

8 A Well, it's a little more than that now.

9 Q And then you told me there was an
10 additional approximately \$200,000 that has been paid
11 since then.

12 A 250.

13 Q 250. So we are at about \$1.3 million, give
14 or take a penny, that Georgia Tech got that it's paid
15 for. And it received, though, \$1.443 million in

16 value, right?

17 A No.

18 Q Well, it received chips that cost
19 \$1.443 million that is in its exclusive possession,
20 correct?

21 A You know, when you talk about value, that
22 is a perspective.

23 Q I am talking about cost. I am actually
24 talking about cost.

25 A Oh, well, if you are --

219

1 Q They paid --

2 A -- talking about costs specifically --

3 Q The cost was that the chips cost \$1.443 and
4 Georgia Tech paid, before Dr. Laskar was suspended,
5 \$1.089 million and an extra 200 were done. So
6 Georgia Tech has paid for the cost of chips that it
7 has received approximately \$1.3 million, but it's
8 received 1.4-and-a-half million dollars, right?

9 A I believe those calculations are correct.

10 Q And it is true, isn't it, that Sayana, even
11 to this day, Sayana is not in, it's still an existing
12 company, right? You don't know.

13 Do you know whether the licensing agreement
14 between Sayana and GTRC, whether it is still open or
15 closed?

16 A As I understand it, they are in
17 negotiations to sell to Samsung.

18 Q Okay. But Sayana, unless you've heard
19 otherwise, Sayana has a license to use any IP that
20 Georgia Tech produces that is covered by its license
21 agreement, right?

22 CHAIRMAN MCGINNIS: I think we've sort
23 of covered the license agreement.

24 MR. FRANKEL: Well, let me establish
25 this a little bit and then I'll stop. I'm

220

1 sorry.

2 CHAIRMAN MCGINNIS: Okay.

3 Q (By Mr. Frankel) Each of the chips that
4 went into these ten tape runs that I listed are
5 listed in Amendment No. 1 and Amendment No. 2 of the
6 license agreement, aren't they? Every single one of
7 them.

8 A You know, I would have to look at it. I
9 can't confirm or deny what I haven't looked at.

10 Q And Sayana entered into a contract that
11 compensates GTRC and Georgia Tech for the use of that
12 intellectual property and the chips produced as a
13 part of that intellectual property, correct? That's
14 what the licensing agreement is. Whatever
15 compensation Georgia Tech thought it was entitled to
16 for Sayana to freely use these chips and these
17 intellectual property, it did, right?

18 A That is true to a point.

19 Q Okay. I want to draw your attention to
20 Exhibit 40. I'm sorry. Exhibit 41. It's in the
21 black notebook in front of you.

22 Do you know who wrote this? It's called
23 GEDC Lessons Learned Ongoing. Do you know who wrote
24 this?

25 A Oh, yeah. Larry Webster.

221

1 Q Okay. And has there ever been a document
2 that says that the Lessons Learned, Ongoing Lessons
3 Learned is invalid or incorrect or made a mistake of
4 any kind?

5 A Has there ever been -- I'm not sure I
6 understand the question.

7 Q Has this particular Lessons Learned
8 document been retracted or updated so that it says
9 that something in it was not correct?

10 A Well, this is not a lessons.

11 Q It says on the top, Lessons Learned
12 Ongoing. That is the title, GEDC Lessons Learned
13 Ongoing. My question is has --

14 CHAIRMAN MCGINNIS: Which exhibit is
15 this?

16 MR. FRANKEL: It's Exhibit 41.

17 Q (By Mr. Frankel) Has there ever been a
18 retraction of these Lessons Learned -- well, first,
19 Larry Walker, he worked for the audit department?

20 A Webster.

21 Q Webster. Larry Webster worked for your
22 audit department?

23 A Yes, he did.

24 Q He reported to you?

25 A No.

222

1 Q Who did he report to?

2 A He reported to Randy Pearman which is an
3 associate director.

4 Q Okay. And then does he ultimately report
5 to you?

6 A Ultimately everyone in the audit department
7 reports to me.

8 Q And he was doing, whatever GEDC audit stuff
9 he was doing was at your direction, right?

10 A (Witness nods head affirmatively.)

11 Q You need to say yes or no out loud for the

12 --

13 A Oh. Yes. Yes. I'm sorry.

14 Q Okay. And he wrote down GEDC Lessons
15 Learned.

16 Do you have any reason to believe that what
17 he wrote down has been since corrected and said this
18 isn't true?

19 A Oh, yeah. These, I, I do remember this now
20 that I am looking at it. These were notes from a
21 staff meeting early on. See, we never go into an
22 audit believing that anything like we found is going
23 to happen. And originally what we had done, we had
24 had some preliminary interviews with Chris Evans and
25 others, and they had had said some things that

1 sounded generally plausible to us.

2 Like Chris Evans had told us that GEDC was
3 grandfathered because they, originally they were
4 Yamacraw and then they became GEDC. And so we were
5 kind of looking at that. And, and quite honestly,
6 early on in this, I thought this was just a major,
7 colossal accounting screwup. I mean we were still
8 going through it, but we had not yet -- and keep in
9 mind, this is, you are talking about Februaryish time
10 frame, early February. We had not yet discovered any
11 of this stuff.

12 And so what happened was I had a staff
13 meeting or during the staff meeting I talked about
14 this. And what I said was we've really got to
15 address this. And we need to, to shore to this up.
16 Because what had happened is Jilda Garton had, I had
17 expanded this at this point to all of GEDC's finances
18 because when I had a discussion with Jilda Garton,
19 one of the things that she had pointed out is GTRC
20 had avoided a material weakness on their audit
21 because they had a repayment plan from Samsung, or,
22 or from GEDC to pay back for an overrun on Samsung.
23 So what I said was, you know, a traditional audit

24 report probably isn't going to be sufficient here.

25 We need to go through Lessons Learned and we need to

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1 look at some of these things because there were
2 issues that I as the auditor had real, real issue
3 with. And they weren't the technology. They were
4 the financial part of this. So --

5 Q Let's focus you a little more. On the
6 Lessons Learned, this Lessons Learned when you made
7 your report, your letter to the Board of Regents, you
8 included the Lessons Learned as one of the PowerPoint
9 exhibits. This particular Lessons Learned was one of
10 the 144 exhibits. Was there ever --

11 A No.

12 Q No?

13 A This was not. These are the notes of an
14 individual auditor after a staff meeting. This is,
15 this is something Larry -- I asked before he retired,
16 which he retired of, June of last year. I asked him
17 to write up all his notes. Larry was one of the old
18 style auditors and he --

19 Q Let me rephrase the question. I probably
20 asked a bad question.

21 Is there any document that shows that the
22 conclusions reached in here were false?

23 A Yes.

24 Q But let me ask this question.

25 A Numerous ones.

225

1 Q It says "OSP and GT have a center policy"
2 -- this is in the fifth paragraph -- "which has rules
3 or procedures" --

4 A Hold on. Hold on. One, two, three --
5 okay.

6 Q "Has rules and procedures for establishing
7 and running a GT center. GEDC was grandfathered out
8 of these rules."

9 A Right.

10 Q Did you ever find out that was true or not
11 true?

12 A That was not true.

13 Q What document shows that it is not true?
14 Because when I looked through all of the audit
15 documents, there's never a document that refutes
16 that.

17 A Well, that is because the center policy

18 manual is a, is a collection of our policies on
19 running a center. It, it is not like they didn't
20 apply. Jilda just took it and put it together in one
21 piece to make it easier for people running a center
22 rather than all of these different policies. So you
23 can't be grandfathered out of rules that always
24 applied to you.

25 Q Okay. Let's look at the conflict of

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1 interests. There's a paragraph there and it says at
2 the bottom "Our understanding is that Dr. May" -- it
3 says Mays, but I think his name is May --

4 A Yeah, it is May.

5 Q -- "for all ECE employees routinely seeks
6 to correct any potential COI" -- which is conflict of
7 interest -- "without documenting this. This idea,
8 the idea is that once addressed, there's no need for
9 a written remedial plan. This is flawed on two
10 counts. Since first the normal COI procedure had
11 been circumvented, there's no acceptable proof that
12 this meeting of the minds was reached. Second,
13 without a remedial plan, there is nothing from
14 Ms. Garton or anyone else to monitor and review."

15 Is that true, that you discovered that
16 Dr. May, in fact, did these COIs informally and
17 didn't document whether there were problems?

18 A Well, that's not exactly true.

19 CHAIRMAN MCGINNIS: Isn't that a
20 question that is better posed to Dr. May? I
21 mean if these are someone's --

22 MR. FRANKEL: I want to see if that's
23 their conclusion. I will ask Dr. May --

24 THE WITNESS: No, no, no, no. These
25 are not conclusions. These no notes. Let me

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1 make it clear. I am the Institute's auditor.
2 And there is not an audit opinion that comes out
3 of my office without my signature on it. My
4 auditors are free to make these notes on these
5 meetings and, and just like all of us do. But
6 that, this is not an audit opinion.

7 Q (By Mr. Frankel) Right. That's why I
8 asked --

9 A If that's what you're getting at --

10 Q No.

11 A -- this is absolutely not --

12 Q That's why I asked you the question --

13 A -- an audit opinion.

14 Q -- is that statement in there true.

15 A None of this should be considered an audit
16 opinion.

17 Q I'm not asking whether it's an audit
18 opinion and you haven't given an audit opinion
19 according to you. There's no audit that's --

20 A Oh, no. I have given an audit opinion. My
21 audit opinion was that --

22 Q No, no, no. Where is --

23 A -- Dr. Laskar stole \$50,000. And that's
24 what I showed.

25 Q No. Where is that --

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1 A And that was where the --

2 Q -- audit opinion?

3 A It is that entire report. And I know for a
4 fact --

5 Q Well, slow, slow down.

6 A -- that it was given to you.

7 Q Slow down. Slow down. Slow down, slow
8 down, slow down. You are talking about the April

9 letter that went to the Board Of regents.

10 A No, I'm not. I am talking about the huge
11 presentation that I gave --

12 Q That's the audit report.

13 A -- numerous times for the --

14 Q Whoa, whoa. Shh, shh.

15 A -- at which we were at, yes.

16 Q Let's make sure we're hearing each other.

17 The presentation you made was the audit report?

18 A The presentation I made was the preliminary
19 analysis which would be considered a preliminary
20 audit report. Because as you can see from this
21 forest of trees here --

22 Q I just want to know what you are referring
23 to.

24 A -- the information is so voluminous --

25 Q I just want to know what you're referring

229

1 to.

2 A -- that for me to -- and I'm, I'm just
3 clarifying because I don't want us to misunderstand
4 here.

5 Q Okay. Did you sign --

6 A There were so many documents. No, I
7 didn't, there isn't a signature part. There is a
8 part where I stood up --

9 Q Well, shh. Can I stop you? Could we just
10 stop and call time out.

11 MS. WASCH: Can you have them not
12 interrupt each another.

13 CHAIRMAN MCGINNIS: Yeah, please.

14 MR. FRANKEL: I'll try.

15 Q (By Mr. Frankel) You said that you don't
16 sign an audit report unless it's your, because you
17 sign them all. I'm just asking, is there a signed
18 audit report, yes or no?

19 A Yes in terms of that I gave it to the
20 President and said this is my opinion.

21 Q Did you sign an audit report?

22 A I did sign a letter of malfeasance.

23 Q And is this statement here that Dr. May
24 didn't follow the rules for conflict of interest
25 forms and just did it informally, is that true or not

230

1 true based on your, your audit? That is all I am
2 asking.

3 A Did Dr. May follow the rules or not follow
4 the rules? We haven't yet determined that fully.

5 Q Okay. That was really all I am asking.

6 I want to draw your attention to GT880.

7 This is a copy --

8 CHAIRMAN MCGINNIS: Mr. Frankel?

9 MR. FRANKEL: Yes.

10 CHAIRMAN MCGINNIS: About how much

11 longer do you think?

12 MR. FRANKEL: I'm thinking about five

13 or ten minutes.

14 CHAIRMAN MCGINNIS: Okay. If we can

15 wrap this up in five or ten minutes, then we

16 will wait to take a break.

17 MR. FRANKEL: Oh, we can take a break.

18 I don't want to discomfort anybody. I'm more

19 than happy to take a break now.

20 CHAIRMAN MCGINNIS: Carry on.

21 MR. FRANKEL: Okay.

22 Q (By Mr. Frankel) Draw your attention to

23 880.

24 What is that?

25 A This is an invoice for the GT July 2007 run

1 of chips.

2 Q For \$50,000?

3 A Right.

4 Q This is the invoice that Georgia Tech paid
5 for that \$50,000 check, right?

6 A It appears to be.

7 Q It is signed off on by all the right
8 people, right? It is dated December 10th, 2009. And
9 if you flip the page a couple of pages you will see
10 the actual check. The actual check is for --

11 A Yeah. Okay. Yeah, I see where you are,
12 yes.

13 Q And it stops. I mean you --

14 A That's correct. On 891, right, yes.

15 Q Or 891 is the check and it's dated
16 January 6th, 2010, right?

17 A Yes.

18 Q Am I right? I think I heard you testify
19 that you, that --

20 CHAIRMAN MCGINNIS: Whoa, whoa. Wait
21 a minute. Invoices --

22 MR. FRANKEL: The invoice at 880 --

23 CHAIRMAN MCGINNIS: Is dated --

24 MR. FRANKEL: -- is for \$50,000. Is
25 dated December 10th, 2009.

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1 CHAIRMAN MCGINNIS: 2009?

2 MS. WASCH: 2009.

3 MR. FRANKEL: 2009. And the check
4 \$50,000 at 891 is dated January 6th, 2010.

5 Q (By Mr. Frankel) This is the invoice that
6 Georgia Tech paid for that \$50,000, correct?

7 A Yes.

8 Q And it says on the face of the invoice --
9 can I assist you? It's, the check is, I'm sorry if I
10 didn't say it right. I apologize. It's 891.

11 The invoice says on its face that it is for
12 tape run GT July 2007, correct?

13 A Yes.

14 Q Georgia Tech knew that this \$50,000 invoice
15 was for GT July 2007 before it paid it, didn't it?

16 A Well, yes and no.

17 Q Well, this invoice is from CMP, is it not?
18 There's no question about that.

19 A Well, there's no question. It's from CMP,

20 yes.

21 Q And there's no suggestion this is falsified
22 like the alleged quote, right?

23 A No.

24 Q Okay. And it is Georgia Tech's policy, is
25 it not, that it will not pay for anything, it doesn't

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1 pay on a purchase order, it doesn't pay on a quote,
2 it doesn't pay on anything. The only way Georgia
3 Tech can pay for anything is if there's a valid
4 invoice that supports it, correct?

5 A Yes.

6 Q And this is a valid invoice that supports
7 it, correct?

8 A That is correct.

9 Q And it discloses on its face that it is for
10 a July 2007 tape run, does it not?

11 A It does.

12 Q Am I right that you understood that from
13 approximately oh, 2008 forward that Cathy Beam
14 reported to the provost's office and not to GEDC
15 anymore?

16 A No, that's not correct.

17 Q I'm sorry. 2009.

18 A Well, that's still not correct.

19 Q When did she start reporting --

20 A She worked four days in GEDC and she worked
21 one day in the provost office.

22 Q Right. But her direct report switched from
23 GEDC to the provost office, correct?

24 A No. It's my understanding --

25 Q Her direct report was Eric Trevena, was it

234

1 not?

2 A Eric Trevena was her reporting relationship
3 within the provost office and Chris Evans was her
4 relationship, her reporting relationship within the
5 GEDC.

6 Q The exhibit you have showed us, the
7 falsified exhibit of a quote by Cathy Beam, she
8 didn't tell you that Dr. Laskar told her to do that,
9 did she?

10 A No.

11 Q In fact, there is no evidence that
12 Dr. Laskar had anything to do with that falsified
13 quote, is there?

14 A Yes, there is.

15 Q What evidence that he had something to do
16 with it?

17 A Oh, there's an e-mail trail back and forth
18 where he is clearly explaining to Dr. Allen that this
19 \$50,000 was necessary for a current chip run. One in
20 2009 he goes so far as to say --

21 Q That wasn't my question. My question was
22 what evidence is there that Dr. Laskar had anything
23 to do with a falsified quote? Did he tell somebody
24 falsify this quote? Is there any evidence he, to use
25 the charge's words, caused this quote to happen?

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1 A Yes.

2 Q Tell me the specific evidence that he told
3 Cathy Beam to do it.

4 A He didn't tell Cathy Beam.

5 Q Who did he tell?

6 A He told Chris Evans is my understanding.
7 But --

8 Q Where is the evidence that he told Chris
9 Evans to falsify the quote?

10 A Well, I can pull that out. Give me just a

11 moment.

12 MS. MICK: GT930.

13 THE WITNESS: Thank you. All right.

14 Q (By Mr. Frankel) You are directing us to
15 the GT930?

16 A To GT930.

17 Q It shows, doesn't it, that Stephane is
18 reporting to Joy Laskar that you need a quote for
19 50,000 K so we can start reimbursement of the unpaid
20 2007 and 2008 runs and several installment occurring
21 asap?

22 A Right.

23 Q And you saw an invoice that was paid for
24 \$50,000 of that.

25 Where does it show in this document that

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1 Dr. Laskar said falsify a quote?

2 A There is one piece of the evidence. There
3 is a second one. Kate, in this massive thing, where
4 is the e-mail trail between Mark Allen and --

5 MS. WASCH: The one with Dr. Allen is,
6 starts on 918.

7 THE WITNESS: That's the one. Right.

8 Yeah, here we go.

9 MS. WASCH: That is, that quote CMP
10 that starts at 940.

11 MR. FRANKEL: Well, I would actually
12 object. If Kate wants to testify, I think she
13 can. And she'll have plenty of opportunity to
14 redirect.

15 THE WITNESS: I was just asking her to
16 help me locate a document. I'll do the talking.
17 All right. Here we go. Actually have to start
18 at 920 and read backwards on this as this is an
19 e-mail trail.

20 It's an e-mail between Dr. Laskar and Mark
21 Allen. In it he says -- and, and Eric Trevena,
22 just so everybody knows, Eric Trevena is the
23 financial person in the provost office during
24 the time of, of most of these issues. And he
25 has, because of overruns has been given

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1 oversight. In other words, Dr. Laskar can't
2 spend money without essentially Eric and
3 Dr. Allen saying yes, okay.

4 And so what has happened in this e-mail

5 trail, and if you look on 919 at the bottom,
6 Cathy Beam is e-mailing Eric Trevena, courtesy
7 copying Dr. Laskar and Dr. Evans. And he, in it
8 she says "In our FY10 budget projection we
9 included \$200,000 for the processing of wafer
10 services from CMP," which is the company that
11 we've been talking about. "And by the way,
12 we're submitting the request to procurement."

13 Eric Trevena comes back and tells Cathy,
14 "Please do not move forward with this request
15 until we discuss. I don't see where you
16 currently have funding."

17 The next thing you see, if you look on 918,
18 Dr. Laskar comes back and says to Dr. Allen this
19 time, "Mark, per the e-mail trail below, note
20 that this purchase order is in our current
21 budget. It is not an additional charge and it
22 is critical for us going forward. Needed --
23 need approval as soon as possible since it is a
24 time-sensitive tape-out deadline." Of course
25 implying that this is, this is now, not

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1 something that happened years in the past.

2 Dr. Allen writes back and says "Hey, I
3 recognize the sensitivity of a tape-out and I
4 have spoken with Eric. However, he, we, we the
5 provost office which will become liable for any
6 more cost overruns can't approve this at this
7 time."

8 Dr. Laskar comes back and says "Hey, Mark,
9 we've reviewed with the vendor and we can delay
10 this by six weeks. And I have verified that we
11 will have more than enough Georgia Tech funds."

12 Then -- let's see. Chris Evans shoots to
13 Dr. Laskar and says "Okay. I think we need to
14 remind the hill of the e-mail below." Now, keep
15 in mind, this e-mail trail is now six weeks
16 later.

17 Dr. Laskar comes back and says, "Okay. But
18 do I wait until next week or send it now?" And
19 Chris Evans comes back and say "I would go with
20 when we receive funding."

21 Now, what has happened here is Dr. Laskar
22 has -- are you missing something?

23 CHAIRMAN MCGINNIS: It certainly looks
24 to me that something is missing from this

25 e-mail. Something has been clipped out. Yeah,

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1 it is not clear who sent this. I think we need
2 to remind the hill, Mark, of the e-mail below.

3 MR. FRANKEL, Yeah, I did.

4 THE WITNESS: Yeah, the lines, each
5 time the e-mail trail goes back, a line
6 disappears. So there's not a line for the last
7 one on this.

8 CHAIRMAN MCGINNIS: Okay.

9 Q (By Mr. Frankel) Where does it show in
10 this e-mail trail that Dr. Laskar instructed Cathy
11 Beam or Chris Evans to falsify a quote?

12 A Well, because Dr. Laskar knew that this was
13 for past debt, but yet deceived Dr. Allen into
14 believing that it was for a current tape-out.

15 Q But Dr. Allen approved \$50,000 for what he
16 believed to be a future tape-out is what you say.
17 That is the deception?

18 A Yes.

19 Q Okay. But when the invoice came in,
20 Exhibit 880, it disclosed on its face that it was for
21 a past tape-out.

22 Why did GTRC or the accountant or the
23 auditor pay it? There was no deception on that
24 whatsoever.

25 A Well, yes, there actually was. If you look

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1 at who signed it, it's Cathy Beam who at the
2 direction of Chris Evans created that --

3 Q No. No, no, no, no, no, no.

4 A -- and also knew --

5 Q You just testified that 880, the actual
6 invoice, came from CMP. Cathy Beam doesn't have
7 check-writing authority, does she?

8 A No.

9 Q So when the, the person who --

10 A She has the approval authority.

11 Q When it was, but that is for a past due
12 check. Does the accounting department, whoever
13 writes the check, verify that it's for, the invoice
14 and review it to make sure that it is okay to pay?

15 A They send it to the unit and they expect
16 the accountant to verify whether those are received
17 or not.

18 Q And at that time that particular accountant

19 reported to Eric Trevena, did she not?

20 A No.

21 Q Okay. Well, where does it show on that
22 invoice that there is any deception when it says on
23 its face that it is for a July 2007 tape-out?

24 A Because --

25 Q On that invoice, the invoice that was

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1 approved.

2 A Because that invoice is the result of a
3 deception and, therefore, it is a deception in
4 itself.

5 Q You don't have any evidence, do you,
6 that -- you don't have any evidence, do you, that CMP
7 was aware of any false quote, do you?

8 A No. Just quite the opposite.

9 Q So CMP sends what it considers to be a
10 legitimate invoice for a past due amount of \$50,000
11 and Georgia Tech gets the invoice --

12 A Well, that's --

13 Q -- and it pays it?

14 A -- not exactly accurate. You see,
15 Dr. Laskar and Dr. Pinel had gone to CMP and they had

16 asked them to split this up.

17 Q Okay. The invoice was split up.

18 A Because originally if you, from the e-mail
19 trail you will see that there was originally 200,000.
20 They actually --

21 Q Actually the e-mail trail shows there was
22 actually \$250,000, that 48,000 was paid by Sayana at
23 that time and then there was 200 left. That is what
24 the e-mail trail shows, right?

25 A No. Let's go back to it. It says in our

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1 FY10 budget projection, we included \$200,000 for the
2 processing of multi project wafers.

3 Q Right. But July that the --

4 A That \$200,000 invoice -- or that \$200,000
5 was already put into the system. Eric Trevena said
6 no, you can't pay this. After that they had them
7 split this up.

8 Q But the original GT2, July 2007 invoice,
9 was for \$240,617.25. The checks that we have already
10 shown you show that Sayana paid the first 48 which
11 actually left approximately \$200,000. That was the
12 past due amount, correct? It was paid by Sayana on

13 8/26/09 in the amount of \$48,618.83 wire transfer
14 ending the four digits 8110. Referencing July 2007.
15 And there were repeat bills, were there not, that
16 showed past dues that were broken down to make it
17 easier? There was a bill for 150, there was a bill
18 for 50. And that 140,000 bill, the balance was paid
19 for by Sayana too when it was broken out, wasn't it?
20 It was paid in, on, it was paid in wire transfer
21 ending in 4577 in the amount of 141,998.42. So the
22 bills were broken out into three bills. There's no
23 dispute about that, is there?

24 A There's no dispute. CMP broke them out at
25 the request of GEDC.

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1 Q And they did at the request of GEDC. And
2 one of the invoices that was broken out was for
3 \$50,000 legitimate invoice from CMP that disclosed on
4 its face it's for July 2007, right?

5 A It was an invoice from CMP. That I will
6 agree with.

7 Q And it was paid, an invoice from CMP that
8 was a legitimate invoice, wasn't it?

9 A Well, when you say legitimate, I mean a

10 invoice resulting from a fraudulent or a -- yeah, an
11 invoice resulting from a fraudulent quote, I would
12 have difficulty terming that as legitimate.

13 Q Well, let's go back before. You didn't
14 have any other paperwork. The normal paperwork for a
15 bill to be approved is first you have a request for
16 sole sourcing. Then you have a requisition to get a
17 purchase order. Then there is a purchase order.
18 Then after the purchase order comes a quote. And
19 then comes some other internal approval processes and
20 then comes a final invoice. And you can't pay until
21 you get a final invoice.

22 All of those earlier things, the sole
23 sourcing, the requisition, the purchase request, the
24 PO, all of those things are missing for this invoice.
25 Not just alleged falsified quote. Everything is

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1 missing. Yet, it was gone ahead and paid. Someone
2 had to approve that to not have the documentation,
3 right? And Cathy Beam can't do it without the
4 documentation. That is internal to the provost
5 office or the accountant or somebody.

6 A That's our accounts payable department.

7 And those forms --

8 Q Accounts payable did not have those
9 documents, did they?

10 A Yes, they did. Those forms were on file.
11 Sole source for the use of CMP. That had to be done
12 before the very first --

13 Q There is none. You've produced none for
14 the run for GT200. It is not in your notebook. By
15 the way, it is not in the notebook for other ones
16 too. For your run for September 2006, it is not in
17 the notebook either. They don't have any of those
18 forms. It's missing the forms, but nevertheless it
19 was paid just on an invoice with no quote.

20 So my question for you is why was it paid
21 if you are so worried about a quotation and you
22 require five or six other documents and you can't pay
23 until the invoice gets there and you've got the
24 invoice, why does it matter about the quotation or
25 anything else if it is the invoice that triggers

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1 payment?

2 A You know, there are other documents --

3 Q Could you answer my question.

4 A -- in there. Those documents were
5 contained within our system. You don't --

6 Q They are not in this notebook.

7 A You don't have to fill --

8 Q There's not in this notebook.

9 A What page?

10 MS. SENTZ: 0876. I'm sorry.

11 Q (By Mr. Frankel) Look at that. I never
12 saw that. This was done in December.

13 MS. WASCH: November of '09.

14 MR. FRANKEL: November of '09. I'm
15 sorry. I, I have never seen this. I apologize.
16 No, no, you'll see it. I, I say I don't
17 remember. No, you're, I stand corrected. I am
18 acknowledging that I am wrong.

19 Q (By Mr. Frankel) The invoice, though, was
20 legitimate, was it not?

21 A The invoice came from CMP. CMP believed it
22 was legitimate.

23 Q Okay. Now, I want to draw your attention
24 back to a thing we talked about before. For that
25 invoice that is being paid, the July 2007 invoice, I

1 just want to remind you that ETRI did not get a
2 single one of those chips. All of those chips from
3 that second run in July, every single one of them
4 went to Georgia Tech and the GEDC. That's the
5 evidence.

6 MS. WASCH: I object to this as
7 argumentative and you are stating a conclusion
8 and asking him to agree. The documents say what
9 they say.

10 MR. FRANKEL: Actually that's one of
11 the things about cross that is so fascinating.
12 I am entitled to say the conclusion because I am
13 entitled to lead.

14 Q (By Mr. Frankel) And my conclusion is you
15 don't have any evidence that a single chip from the
16 July 2007 run went to ETRI, not a single evidence,
17 correct?

18 A Not that went to ETRI. Just to Sayana.

19 Q Well, Sayana was allowed to use all of the
20 chips because it had a license, right?

21 A Not if Georgia Tech bought it.

22 Q I am confused. Doesn't the license allow
23 you to use the chips and the intellectual property?

24 A Not if Georgia Tech bought it.

25 Q Seriously? Show me where that says.

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1 A Show you where it's State law that you
2 can't do that? I mean I would think you would know
3 that.

4 Q No, no, no. The licensing agreement gives
5 you permission to use the intellectual property which
6 includes the intellectual property of that chip, does
7 it not?

8 A Well, but Georgia Tech bought those chips.

9 Q Correct. And Georgia Tech entered into a
10 license agreement authorizing Sayana to use it.

11 A But not use our funds.

12 Q I am obviously not understanding and I
13 apologize.

14 The IP including the chips and the
15 information that they learned from the chips, the
16 testing of chips, was included in the licensing
17 agreement.

18 A No.

19 Q No?

20 A You know, if Sayana wanted to go off and

21 buy their own facility or hell even create a cost
22 center and pay us for that, then yeah, the chips
23 would be included in that. But since Georgia Tech
24 bought the chips, doesn't, doesn't give Sayana the
25 right to take them and do anything with them.

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1 Q Does the license agreement say that is
2 improper?

3 A Yes.

4 Q Where?

5 A It says in the license agreement. Where,
6 where is a copy of it? That this doesn't form a
7 partnership, doesn't entitle you to -- let's see. I
8 believe it's Section 17.

9 CHAIRMAN MCGINNIS: Which exhibit is
10 that?

11 THE WITNESS: There you go. 17.1.
12 "GTRC and the licensee are and shall remain
13 independent contractors and nothing herein shall
14 create a partnership or joint venture between
15 GTRC and the licensee." Hence, the funds, the
16 facilities, those kinds of things aren't
17 included."

18 Q (By Mr. Frankel) Okay. Well, let's back
19 up. The research that came from these chips and that
20 supported the patent, that is part of the license
21 that Sayana is allowed to use, right?

22 A It would be if it were created
23 independently. Since it was created at Georgia Tech,
24 Dr. Laskar, as everyone here has, signs an agreement
25 that says if Georgia Tech funds it and Georgia Tech

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1 creates it, then Georgia Tech owns it.

2 Q We are not denying that Georgia Tech owns
3 the IP.

4 My question is does the license agreement
5 allow Dr. Laskar to use it?

6 A Yes.

7 Q Okay. And the chips that were run, paid
8 for as research chips, were in the public domain
9 because every single thing about them had been
10 published, right?

11 CHAIRMAN MCGINNIS: Mr. Frankel, the
12 chips aren't in the public domain. The
13 intellectual property is in the public domain.
14 The chips belong to someone. They are a

15 physical thing, so they belong to someone,
16 right?

17 MR. FRANKEL: Okay.

18 CHAIRMAN MCGINNIS: But the
19 intellectual property may be realized in that
20 chip, some part of it may be realized, but the
21 chip doesn't to --

22 Q (By Mr. Frankel) Then let's be very clear.

23 CHAIRMAN MCGINNIS: -- property of the
24 license --

25 Q (By Mr. Frankel) -- of those chips that

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1 Georgia Tech paid for, of the 1.2 or \$3 million it
2 paid for the \$1.4 million of chips that it got, do
3 you have any evidence that Dr. Laskar took those
4 chips or used those chips? The chips, the chips
5 themselves. They are not in his possession. They
6 are in Georgia Tech's possession.

7 Do you have any evidence that Dr. Laskar or
8 Sayana, actually it doesn't matter about Sayana, that
9 Dr. Laskar has those chips? Do you have any
10 evidence?

11 A You know, since the GBI took all of those

12 things, I can't comment on what evidence they have.

13 Q I'm not asking what the GBI --

14 A Does Georgia Tech have it?

15 Q Do you have any evidence --

16 A No, we don't.

17 Q So there's no evidence of the chips that
18 Georgia Tech owns and paid for that Dr. Laskar used
19 them or took them, is there? No evidence whatsoever
20 that you have.

21 A Yes. If you look at those contracts and
22 you look at the shipping documents, you can plainly
23 see that Dr. Laskar's company, which was amazingly
24 operating wholly out of GEDC, took these and sent
25 them to a private company, among others.

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1 Q I am not suggesting that.

2 A And --

3 Q For the chips that went to ETRI, Sayana
4 paid \$499,000 --

5 A That's not true.

6 Q -- out of 309?

7 A That is not true.

8 Q You don't think that, that Sayana paid

9 \$499,000 to CMP for chips?

10 A Not in 2006. Not in 2007.

11 Q It was paid later. By the way, Georgia
12 Tech didn't pay in 2006 and 2007 and 2008. It often
13 was a year or two late as well. But the fact is,
14 they were still paid.

15 A Well, I would point out that it being a
16 year or two late was actually Dr. Laskar's fault as
17 well.

18 Q Regardless of whose fault, my only point is
19 when the payment happened doesn't matter. The fact
20 of the matter is Sayana paid for \$499,000 of chips,
21 chips, and it sent \$309,000 value to ETRI.

22 That's a fact, isn't it?

23 A I'm not sure I could term that has a fact
24 without the clarifying properties of it.

25 Q Well, let's ask the question in the

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1 inverse. Do you have any evidence to show that it is
2 not a fact that you could present here today and you
3 have documents in front of us?

4 A I just have evidence that those chips were,
5 in fact, used by Sayana.

6 Q And you have no evidence, do you, that of
7 the chips that Georgia Tech paid for, the value of
8 \$1.4 million, the cost of 1.3, that Dr. Laskar took
9 or used any of those.

10 You have no evidence, do you?

11 A You know, I do not.

12 Q Okay.

13 MR. FRANKEL: Why don't we take a
14 break and I hope I'm done. If not, I'll
15 continue when we come back.

16 (A brief recess was taken.)

17 MR. FRANKEL: I just have a few
18 follow-up questions.

19 Q (By Mr. Frankel) Let me draw your
20 attention to Exhibit No. 10 in the black notebook.
21 That's that letter which was produced by Georgia Tech
22 in response to an Open Records request dated
23 June 3rd, 2008, from Chris Evans to who it may
24 concern that says that Sayana's membership started in
25 January of 2007.

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1 Do you see that?

2 A Yes, I do.

3 Q Did you find any evidence to contradict
4 that?

5 A Yes.

6 Q What written evidence did you find to
7 contradict that?

8 A The GDEC membership agreement specifically
9 says that your membership starts when you pay and
10 Sayana didn't pay until 2009.

11 Q You do understand you found evidence,
12 however, that, that during time period 2007, 2008 and
13 2009 that Sayana paid in-kind paid the salaries of
14 two or three co-ops each year to the tune of
15 approximately \$278,000.

16 You found evidence of that, didn't you?

17 A Yes.

18 Q And you found evidence --

19 A Well, let me clarify that. We did find
20 evidence that Sayana had taken some of the students
21 as a co-op. I cannot really speak to the exact
22 number. I would have to look at some documents.

23 Q You did find that evidence that Sayana was
24 actually paying the co-op salaries to students for
25 2007, 2008 and 2009; correct?

1 A Some.

2 Q Okay. And other companies not just like
3 Sayana, but G-Tronix and Qualtray and JMD also paid
4 salaries of students or did other in-kind
5 contributions to get a GEDC membership rather than
6 paying straight up the membership.

7 That is true, isn't it?

8 A I don't know. I didn't look.

9 Q So you don't know whether, in fact, it was
10 a policy sometimes for GEDC to accept in-kind
11 contributions to be a member in addition to the
12 dollar value, but and you didn't look into to see
13 whether the four other companies that I mentioned had
14 the same thing, right?

15 A I only went by the rules as they were
16 written down.

17 Q Okay. I want to draw your attention to
18 GT628. It's page 628 and page 627.

19 One of the charges talks about a hundred
20 percent of the students going to being used for the
21 ETRI contract and somehow that is improper. I wanted
22 to draw your attention to Pages 627 and 627. There

23 are four columns, right? In the chart?

24 A There's three.

25 Q In this chart right here. The chart on the

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1 bottom that continues on the next page.

2 A Yeah, okay.

3 Q The first column is the name of the student
4 or the second column is the position that they have
5 within the school. The third column is load and the
6 last column is task.

7 Is this the document which from you
8 concluded as the auditor when it says a hundred
9 percent or whatever it is that a hundred percent of
10 the time was being used rather than working for
11 Georgia Tech or doing anything else? Is this the
12 source of the document? If you look on Page 628 you
13 will see Dr. Laskar and others from the research
14 staff.

15 A No. This was -- no.

16 Q Okay. The reason I point --

17 A This was not this document.

18 Q But it was that document similar to this?

19 A Similar.

20 Q From ETRI.

21 A Similar to this.

22 Q The reason I point that is the use of the
23 word load. What did you understand the word load in
24 column three to be? Was that a load of all of their
25 time or the load of the time they could use for an

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1 outside vendor?

2 A This is not the document that I used.

3 Q Okay.

4 A So I really can't speak to it.

5 Q You do understand though that the concept
6 of load is for that time that is allocable, right?
7 In other words, if you have a day that you are
8 allowed to work then that is a hundred percent of
9 your day that you are allowed to work. If you are a
10 co-op student and you have 20 hours or whatever it is
11 that when they are talking about the load they are
12 going to do, the load is the time that they are
13 allowed to work outside of their other obligations,
14 right?

15 A No, like I said, this is not the document
16 that I used so I haven't --

17 Q Well, this is the document. This is the
18 ETRI contract. Oh, I'm sorry. I pulled the wrong
19 one. I just pulled a sample one. Same basic idea,
20 though. It says load. And I apologize. It's going
21 to be the same thing.

22 Let's turn to GT187, okay? It shows in the
23 third column same basic way, load.

24 A Okay. Yes.

25 Q Did you understand load to mean their

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1 entire workload or their entire time that they were
2 available to do anything from, you know, 24 hours a
3 day or did you understand load to be the amount of
4 time they were allowed to work for an outside source
5 or an outside contractor. Or do you not know?

6 A You know, that is something I did not know.

7 Q Okay. But the source of your statement of
8 your conclusion in your audit that they were using
9 students that were working a hundred percent of their
10 time for ETRI even though Georgia Tech was paying
11 them and even though there were other things, this is
12 the source, this type of document?

13 A Yes.

14 Q Okay. Did you ever call ETRI and say does
15 load mean just the time that they are available to
16 work that's why they use the word load?

17 A You know, I was prohibited from contacting
18 outside folks. My authority for review ends at the
19 borders of this institute.

20 Q So the answer is you don't know what load
21 meant in this context. That's fair enough.

22 Let me draw your attention to GT57. It's
23 the bylaws. I just wanted to highlight something for
24 you. Under Section 2.3.2 when it talks about annual
25 membership, "Research members select and direct a

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1 research and/or commercialization projects." And it
2 continues on, "A portion of the project can be
3 allowed as an in-kind contribution."

4 Do you see that? GT57.

5 A Well, mine goes from GT56 to GT119.

6 Q I cannot tell you why that happens, but
7 I'll show you one. In my own defense that is not my
8 notebook.

9 You'll see here when it says membership it
10 specifically says in 2.3.2 that it allows in-kind

11 contributions, doesn't it?

12 A Direct me again to where you are looking.

13 Q 2.3.2.

14 A Research memberships.

15 Q Yes.

16 A That's correct.

17 Q Okay. And you have no idea whether, for
18 example, Adigent used an in-kind contribution, Wysink
19 (phonetically) used an in-kind contribution, G-Tronix
20 used an in-kind contribution?

21 A I do not know. I'm not --

22 Q That's fair enough.

23 One last kind of series of questions. We
24 were talking about what Cathy Beam did or didn't do
25 or who instructed her. I am going to show you what

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1 has been marked Exhibit 83, and there are extra ones
2 for everybody.

3 MS. WASCH: 183.

4 Q (By Mr. Frankel) 183. I'm sorry. This is
5 a transcript provided by Georgia Tech of the
6 interview with Cathy Beam. I want to draw your
7 attention to the bottom of Page 2, but first off were

8 you there? Were you present at this particular one?

9 A No.

10 Q Okay. Do you know who R is? That is Randy
11 Pearman?

12 A Point me to where you're looking at.

13 Q At the front of it it just says it's a
14 transcription Randy Pearman at the top and Cathy Beam
15 dated 5/27.

16 A Yeah, Randy conducted the interview.

17 Q Okay. So when it says R, it's Randy. When
18 it says C it is Cathy Beam? In the transcript so we
19 know who is talking.

20 A You know, I honestly do not know. I don't
21 know who Q is. Okay. Question --

22 Q I don't see a Q. I see a C -- it's
23 question, response. You have an R period and it says
24 a question and then you have C and it's an answer.

25 A Well, according to this, Sunteree Combs

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1 asked the questions and Larry Webster recorded the
2 notes, so.

3 Q I don't think we are looking at the same
4 page. Did I hand you the wrong one? Apparently, I

5 may have handed out the wrong one. What does, does
6 yours say a transcript or --

7 CHAIRMAN MCGINNIS: It starts 2/5/10
8 Cathy Beam interviews Sunteree Combs asked
9 questions.

10 THE WITNESS: Well, now, there were
11 two interviews. One, that one was conducted
12 early on.

13 MR. FRANKEL: I think I gave you the
14 wrong exhibit. It is my problem and I
15 apologize. If you give it back, I'll give you
16 the right exhibit. It's 184. We apparently
17 marked it wrong, and I apologize for the
18 confusion. This is the first time I have ever
19 made a mistake with a document. Ever. Okay?

20 THE WITNESS: Now I am ready.

21 Q (By Mr. Frankel) Here it is for you. I
22 apologize. That explains why it made no sense.

23 This appears to be a transcript and it says
24 transcript and has R for Randy and C for Cathy?

25 A Yes.

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1 Q Okay. I want to draw your attention to the

2 second page down at the bottom. It is talking about
3 a conversation with Isabelle and it says --

4 A When you say down at the bottom, give me
5 a --

6 Q We are pointing at this C, the second C
7 from the bottom. It's a quote. She is answering
8 questions, but it's the second part I'm interested
9 in. It was all right, but it took a couple of times
10 to tell her. What I told her was that Chris had
11 asked me to call and that per the conversation that
12 they evidently Isabelle -- not Isabelle, but Stephane
13 had had with CNP -- I think that is supposed to be
14 CMP -- I guess on an earlier occasion she needed to
15 send me a new quote and an invoice. Well, she didn't
16 send me a quote. She sent me an invoice so I
17 proceeded to tell Chris that and so he told me to
18 make up a quote and so it was, I mean this is based
19 on what I think, you know. She sent it but it was
20 just sent an invoice so he had me make up the quote.
21 That is what Cathy told the investigator, right?

22 Is there anything saying that Joy told her
23 to do it?

24 A No.

25 Q Okay. And the source for who falsified

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1 that invoice is Cathy, right?

2 A Yep, she has admitted to it.

3 Q And that's the only source that you have
4 for the falsification, correct? Other than the
5 document itself.

6 A Well, yeah, I mean we have the document and
7 we have the material false statement to get the
8 50,000 approved.

9 Q Okay. But there is no reference anywhere
10 to Dr. Laskar directing that a false quote be
11 prepared, is there?

12 A No, I don't think he specifically sat
13 down -- I mean this is purely my opinion. I don't he
14 specifically --

15 Q I don't want your opinion. I want to know
16 if you found any evidence that says --

17 A No.

18 Q -- that he directed or instructed somebody
19 to falsify an invoice?

20 A My answer is no.

21 MR. FRANKEL: Okay. That's all I

22 have. Thank you.

23 THE WITNESS: Great. Am I done?

24 CHAIRMAN MCGINNIS: Does any of the
25 Committee have any questions of Mr. Hurd before

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1 he is released?

2 So we have some questions for you.

3 MR. THOMAS: When did you actually
4 begin your audit?

5 THE WITNESS: We were notified right
6 before the Christmas break in 2009 that there
7 were cost overruns. The official start date was
8 when Mark Allen sent me an e-mail which was
9 right after the Christmas break in January of
10 2010.

11 MR. THOMAS: Okay.

12 THE WITNESS: And that e-mail was one
13 of the ones that we showed, and I mean it just
14 kind of laid out the expectation that a huge
15 amount of money had been spent twice and the
16 concern was, you know, with the particular
17 budget situation we were in that can't happen
18 again. It just can't.

19 Yeah, there you go.

20 CHAIRMAN MCGINNIS: So I'm, not to get
21 into a long legal harangue between the four of
22 us, but just to clarify for me, it seemed like
23 what you testified to was that there is not
24 evidence supporting the claim that GDEC paid
25 individuals while they worked on Sayana

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1 contracts? Is that, am I misunderstanding or --

2 THE WITNESS: There are a number of
3 folks who were listed on Sayana contracts that
4 were listed at a hundred percent time that we
5 were able to point to their payment, the only
6 payment we could see was from other research
7 contracts.

8 CHAIRMAN MCGINNIS: But this issue
9 about well, were they doing their day a week or
10 other things, that is still sort of cloudy right
11 now.

12 THE WITNESS: That, that is cloudy.

13 CHAIRMAN MCGINNIS: Okay. That's all.

14 Anybody else?

15 MR. THOMAS: One more question. Who

16 was the director of the facility at the time?

17 THE WITNESS: I'm sorry. I didn't
18 hear what you said.

19 MR. THOMAS: Who was the director of
20 the facility? Early on you said --

21 THE WITNESS: Of GEDC?

22 MR. THOMAS: Right.

23 THE WITNESS: Well, Dr. Laskar was the
24 director during the whole time we are talking
25 about. When it was Yamacraw, it was a gentleman

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1 named Herb Lehman.

2 CHAIRMAN MCGINNIS: Okay. If there
3 are no other questions, let's move along. You
4 can leave.

5 THE WITNESS: Thank you.

6 MR. FRANKEL: Thank you.

7 CHAIRMAN MCGINNIS: Swear the witness.

8 PATRICK JENKINS,
9 having been duly sworn, was examined and deposed as
10 follows:

11 EXAMINATION

12 BY MS. WASCH:

13 Q Will you introduce yourself to the panel,
14 please.

15 A Good morning. My name is Patrick Jenkins.
16 I am a Senior Information Systems Auditor with
17 Georgia Tech's Department of Internal Auditing.

18 Q Were you involved in the audit of GEDC?

19 A I was.

20 Q What was your role in that audit?

21 A My role was to analyze electronic data that
22 was obtained during the audit.

23 Q And did you do that? Did you review
24 computer hard drives, for example?

25 A I reviewed computer hard drives, I reviewed

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1 e-mail.

2 Q And Mr. Hurd identified during his
3 testimony there were contracts between Sayana and
4 ETRI.

5 Did you review these?

6 A I did.

7 Q Can you tell me whether in 2006 did Georgia
8 Tech order chips from CMP?

9 A Georgia Tech ordered two chip runs in 2006

10 from CMP.

11 Q And did they pay for them?

12 A Yes, they did.

13 Q And can you take a look at GT632. You have
14 it in front of you.

15 MR. FRANKEL: So what was the number?

16 MS. WASCH: 632.

17 Q (By Ms. Wasch) Can you identify that
18 document?

19 A This appears to be a sole source
20 justification for CMP to fabricate semiconductor
21 wafers using Georgia Tech designs. Georgia Tech will
22 perform research with these whatever that, I can't
23 read that last part.

24 Q These are multi-generation copies at this
25 point. I think that makes it a little harder to read

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1 than most.

2 Would you please go to Page GT640.

3 A This is appears to be a quote from CMP for
4 the chip run S09C62 also known as GT May 2006 for 25
5 naked dies or circuits. For 25 circuits and for a
6 color plot.

7 Q Did you find evidence that Georgia Tech had
8 paid for these chip runs?

9 A Georgia Tech did pay for this chip run. I
10 believe we paid around 60,000, \$65,000 thereabouts.
11 \$60,000.

12 Q It should be Page GT649. Is that the
13 payment for this one?

14 A That appears to be the payment for this
15 run.

16 Q Can you please go on to GT656.

17 A Okay. Again, this appears to be a sole
18 source justification for CMP to produce integrated
19 circuits.

20 Q And was this approved?

21 A It was.

22 Q Did Georgia Tech pay for this chip run as
23 well?

24 A I believe they did.

25 Q Look at page GT676, please.

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1 A Yes, I believe this was payment for the --
2 let's see. I believe this was payment for the, I
3 believe this was payment for the September '06 chip

4 run.

5 Q Did you find any evidence that Sayana was
6 performing on the 2006 contract with ETRI?

7 A Yes, I did. I found an interim report and
8 a final report.

9 Q And this is GT198. Is that the interim
10 report you are referring to?

11 A I believe it is. That's the final report.

12 Q I'm sorry. That is backwards. GT198. Is
13 this final report?

14 A That's the final report.

15 Q So there should be GT198 is the interim and
16 GT235 should be the final report?

17 A I'm sorry. What was the page number again?

18 Q GT198 for the interim and GT235 for the
19 final.

20 A On page GT198 is the cover page for what
21 appears to be the interim report from Sayana Wireless
22 to ETRI.

23 Q And GT235.

24 A GT235 is a cover page or appears to be the
25 cover page for Sayana Wireless' report to ETRI. This

1 is the final report on the 2006 contract between
2 Sayana and ETRI.

3 Q And did that performance under this
4 contract require access to equipment?

5 A I believe it did. The, I point out to --
6 let's see. I would point out to page GT204, GT204
7 which is a little bit further up in that report, I
8 believe.

9 I'm sorry. I have the wrong report. Let's
10 see. There you go. I'm sorry. GT242.

11 Q GT242, that is the final report?

12 A I'm sorry. I was looking at the interim
13 report.

14 Q What does Page GT242 tell you?

15 A Page GT242 appears to be a diagram of the
16 May '06 chip.

17 On the next page, on GT243 appears to be a
18 diagram of at least a portion of the September '06
19 chip and actually on GT244 is a, according to this
20 document, is a list of the structures for the January
21 tape-out so that would be the January '07 tape-out.

22 Furthermore, I point out to Page GT247 that
23 these are, appear to be measurement diagrams for --

24 Q These right here?

25 A These appear to be measurement diagrams,

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1 according to this document appear to be measuring
2 diagrams. Identified as giving the best performance
3 and has been chosen for modeling activity.

4 Q Do these measurements require specialized
5 equipment?

6 A I believe they did.

7 Q Was that equipment contained in the GEDC
8 labs?

9 A I believe this was in several GEDC labs,
10 particularly the 104 lab.

11 Q Mr. Jenkins, could you please look at
12 GT1099 to GT1100.

13 MR. FRANKEL: Could you please say the
14 page number again.

15 MS. WASCH: I'm sorry. GT1099.

16 THE WITNESS: Yes.

17 Q (By Ms. Wasch) Can you tell us what this
18 document is, please.

19 A This document is a report from Georgia
20 Tech's financial system on the salary planning and

21 distribution for Dr. Stephane Pinel for fiscal year
22 '07 which began July 1st, 2006, through June 30th,
23 2007. And we see the sources of funding for
24 Dr. Pinel over that period of time. We see, the
25 first, I believe that's the second column right

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1 there. Here, I can highlight it on the screen. That
2 indicates a State account. That indicates a Pirelli
3 labs research account and this represents a US Navy
4 research account.

5 Q So is this how this time was billed for the
6 fiscal year?

7 A I believe so. That is where he received
8 payment from.

9 Q And what was Dr. Pinel's reported load in
10 the 2006 ETRI/Sayana time frame?

11 A I believe the reported load was 100 percent
12 as per the contract.

13 Q Did Sayana and ETRI enter into a contract
14 in -- we've already been through this with Mr. Hurd.
15 So did you review the Sayana ETRI 2007 contract?

16 A I did.

17 Q And did Georgia Tech order chips from CMP

18 in 2007?

19 A I believe we did, yes.

20 Q I direct you to GT682.

21 A This appears to be another sole source
22 justification for CMP to produce, to produce chips.

23 Q And when did this chip run occur; do you
24 know?

25 A According to, according to the

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1 documentation it occurred in, it was ordered in
2 January of 2007.

3 Q Did Georgia Tech pay for these chips?

4 A Georgia Tech did pay for the January 2007
5 chip run.

6 Q If you look at Page GT702.

7 A Georgia Tech made two payments on this
8 particular chip run. One was for \$147,000 and
9 another one was for \$30,000 and change. That is on
10 GT712. So the total order, I believe, was \$177,000.

11 Q The second part of that, I believe, starts
12 at GT706. GT706.

13 A Yes. That, I believe that is the second
14 payment for it for.

15 Q And the final payment for January of '07?

16 A According to this document, yes. It says
17 for the S09C71 which is CMP's designation, I believe,
18 and for the GT January 2007 chip.

19 Q Did the chip runs display a name like that
20 that we seen on C71?

21 A S09C71 is CMP's designation for that
22 particular tape-out run.

23 Q Would you turn please to GT724.

24 Can you identify that document for us,
25 please.

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1 A Yes. This is another sole source
2 justification for CMP.

3 Q And did Georgia Tech pay for this chip run?

4 A They did. This appears to be the sole
5 source justification for the S09C72 which is the
6 April 2007 chip run, and I believe Georgia Tech paid
7 around \$224,000 for that.

8 Q If you look at GT712.

9 A GT712?

10 Q I think I have got the number wrong. It's
11 GT735.

12 MR. FRANKEL: I don't want to confuse
13 you. I think you may have gotten off. Just to
14 make it clear, this is for the April 2008 run,
15 not the 2007 run. You have them in the wrong
16 order in your notebook for some reason.

17 MS. WASCH: Quite possibly.

18 MR. FRANKEL: Just so you know. The
19 number matches to the April '08 for whatever
20 that means. I think that is what you are doing.

21 MS. WASCH: April of '07 is 724.

22 MR. FRANKEL: No. No, the check for
23 224 related to the April 2007.

24 MS. WASCH: The check actually should
25 be on 735, that is the April of '07.

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1 MR. FRANKEL: 735 is the check for the
2 April '08 for whatever reason. The \$224,000
3 check doesn't match the April run. The April
4 run was for less money.

5 MS. WASCH: I had it like at 35,000 or
6 something.

7 MR. FRANKEL: There were three checks.

8 Q (By Ms. Wasch) Did you find any evidence

9 that Sayana was performing on the 2007 contract with
10 ETRI?

11 A We did. I believe there were several
12 reports on that contract.

13 Q If you can refer to first GT323. Is that
14 the document you reviewed?

15 A This appears to be the interim report from
16 Sayana to ETRI in August of 2007.

17 Q And if you will look, please, at GT374.

18 A This appears to be the final design report
19 for this contract in November of 2007. I believe
20 there was another report. I believe there's a final
21 measurement report as well.

22 Q Look at page GT453. Is that the
23 measurement report?

24 A This appears to be the final measurement
25 report for this contract which was submitted in

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1 January of 2008.

2 Q Can you tell me did ETRI send purchase
3 orders to Sayana for the chips that Georgia Tech
4 ordered from CMP?

5 A I believe they did.

6 Q Would you please look at page GT320.

7 GT322. I'm sorry.

8 A GT322 is an ETRI purchase order to Sayana
9 Wireless to produce two tape-outs for nine nanometer
10 CMOS foundry service and it provides the dimensions
11 there. One at \$90,000, I believe, and one at
12 \$120,000 totaling \$210,000.

13 Q And the date on that?

14 A The date on that appears to be August 2nd
15 2007.

16 Q And then will you look, please, at Page
17 GT616.

18 A Yes.

19 Q And can you tell me what that document is,
20 please.

21 A This is a letter to Dr. Laskar from ETRI
22 where they are saying, where ETRI is saying pursuant
23 to the 2006 and the 2007 contract Sayana Wireless and
24 ETRI have engaged in collaborative research efforts
25 and exchange services relating to various

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1 technologies including 60 gigahertz transceiver.

2 ETRI acknowledges that it has received from

3 Sayana test unit samples pursuant to P/O ending in
4 352 and P/O ending 188. I believe the P/O we just
5 looked at on GT322 is P/O 188.

6 Q Thank you. Let's go back to the '07 Sayana
7 ETRI contract. We are going to look at page GT507.

8 Did you find any evidence that GEDC
9 students and employees were working on the 2007
10 contract?

11 A I believe according to the statement of
12 work on the section of this contract, yes, there are
13 several -- I'm sorry. Is this GT507?

14 Q It should be.

15 A No. This is for the 2007 contract. GT507
16 appears to be for the 2008 contract.

17 Q This is the '07?

18 A That's the '07 contract there, yes.

19 MR. FRANKEL: What exhibit are we
20 looking at?

21 MS. SENTZ: That is GT304 and GT311.

22 Q (By Ms. Wasch) That would be the '07?

23 A Yes. This is the '07 contract where we see
24 the ETRI team and the Sayana team on this contract.
25 We see Dr. Laskar at ten percent. We see Dr. Pinel

1 at 100 percent. Dr. Lim who is also a Georgia Tech
2 employee at ten percent and doctor -- they are now
3 doctor, Dr. Sarkar, Padmanava and Perumana listed
4 here who were students who I believe at time of this
5 contract were co-oping for Sayana.

6 Q In '07 they were co-oping for Sayana?

7 A These three gentleman were, yes.

8 Q Dr. Laskar was at 10 percent, Dr. Pinel is
9 at 100 percent.

10 A Dr. Pinel is at 100 percent according to
11 this contract.

12 Q Now, was Dr. Pinel paid by Georgia Tech
13 during that same time period?

14 A He was.

15 Q Is this your evidence that Dr. Pinel had
16 also being paid by Georgia Tech?

17 A I believe he was at this time. During the
18 execution of the 2007 contract from January we see
19 Dr. Pinel being paid on a Pirelli labs research
20 grant, and I believe to the end of the contract he
21 was being paid by a US Navy research grant.

22 CHAIRMAN MCGINNIS: Just to be clear

23 what exhibit is this?

24 MS. WASCH: That should be GT1090.

25 Q (By Ms. Wasch) Did Georgia Tech order

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1 chips from CMP in 2008?

2 A I believe they did.

3 Q If you look at Page GT744.

4 Can you identify that for us.

5 A This is other sole source justification
6 for, I believe it is for CMP.

7 Q Did Georgia Tech pay for a chip run from
8 CMP based upon this?

9 A I believe we did, yes.

10 Q Can you look at Page GT755.

11 A This is a check for \$248,000 to CMP which I
12 believe corresponds to the January 2008 chip run.

13 Q Can you look at, there's an invoice at
14 GT754.

15 Does that match up with this check on
16 GT755?

17 A I don't think so. The invoice is for
18 \$70,000 and the check is for \$248,000.

19 Q Let's look, Mr. Jenkins, at GT766. Can you

20 tell us what this is, please.

21 A This is a sole source justification being
22 requested by Dr. Pinel for the GEDC. It is saying
23 here the requested product has been standardized; the
24 use of another would require considerable time and
25 money to evaluate. I believe it is referring to

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1 previous, previous orders.

2 Q Did Georgia Tech get an invoice on this?

3 A I believe we did.

4 Q Turn to Page GT776.

5 A That will be for the second chip in the
6 January 2008 chip run.

7 Q And you see the same check again at GT777.

8 We have seen that before.

9 This is the chip run in January of '08?

10 A Right. I believe if you add them up they
11 come out to 248.

12 Q The third one, the January 3 --

13 A Right. That may have been the third chip.

14 Q If you look at GT788.

15 A Yes.

16 Q Can you tell us what that is.

17 A This is again a sole source justification
18 for CMP. The fabrication for the October '08 chip
19 run it says is to be used in microelectronics
20 research.

21 Q Where are we?

22 A That's what GT788 says. I'm sorry. Are
23 you on GT788?

24 Q I thought so.

25 MR. FRANKEL: The document in the

280

1 notebook doesn't match that.

2 THE WITNESS: Okay. Well, what is on
3 the screen is an invoice from CMP for the third
4 chip in the January '08 chip run.

5 MS. WASCH: I think it might be
6 helpful rather than fumbling through these if
7 you give me about ten minutes to straighten out
8 my documents numbers and then we will start up
9 again.

10 CHAIRMAN MCGINNIS: Okay. We will
11 take a quick recess. A five-minute recess.

12 (A short recess was taken.)

13 Q (By Ms. Wasch) Let's try this again.

14 Let's look at GT800.

15 A The document that's on the screen is GT799.

16 The next document is GT800. I believe this
17 was the payment for the January '08 chip runs.

18 Q That's \$248,238.37.

19 A Yes. \$248,000 and change.

20 Q And now can you look, please, at GT812.

21 A GT812 is a sole source justification, I
22 believe, again it is for CMP.

23 Q Can you look at Page GT818, please.

24 A GT818 is a Georgia Tech purchase order for
25 the fabrication of run S09C82 which is described also

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1 as GT1 April 2008 for \$77,000.

2 Q Did Georgia Tech pay for that?

3 A I believe they did.

4 Q If you look, please, at Page GT820.

5 A Okay. That is a check to CMP for \$143,000.

6 Q And we will go on to April of '08. If you
7 would look, please, at GT835. GT828.

8 A GT828?

9 Q Yes, I'm sorry. GT828 is the beginning of
10 this package of documents.

11 A This is a sole source justification again
12 for CMP.

13 Q And can you look, please, at Page GT835.

14 A GT835 is a purchase order for S09C82 which
15 is described also as GT2, April 2008 for \$47,000.

16 Q And did Georgia Tech ultimately order and
17 pay for that?

18 A I believe we did.

19 Q Look at Page GT837.

20 A That's is a check to CMP for \$48,000.

21 Q Thank you. We will go to the April 3 of
22 '08 run. If you will look at the package starting on
23 GT846.

24 A GT846 is a sole source justification for
25 CMP, I believe.

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1 Q And did Georgia Tech order and pay for chip
2 runs?

3 A I believe we did. I believe that was the
4 April 3rd, I mean the GT3 April 2008 chip run.

5 Q Will you look at page GT855 for me, please.

6 A GT855 is a check for \$143,000 which, I
7 believe, corresponds to the April '08 chip run.

8 MR. FRANKEL: Just to be clear for the
9 Committee, it actually is combining chip runs.
10 The numbers don't match.

11 MS. WASCH: Some of them were
12 combined, yes.

13 MR. FRANKEL: So you would understand
14 because they don't actually match up dollar for
15 dollar.

16 Q (By Ms. Wasch) And also October of '08, if
17 you could look, please, at, it starts at GT864.

18 A This is another sole source justification
19 which was submitted for, I believe, it was for CMP.

20 Q And did Georgia Tech issue a purchase
21 order?

22 A We did.

23 Q On page GT874, is that the purchase order?

24 A GT874 appears to be for the October '08
25 chip run, which I believe the CMP designated as

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1 S09C84 for \$210,000.

2 Q I am going to show you again what has been
3 marked as Laskar Exhibit P-20.

4 A Okay.

5 Q Do you recognize that drawing?

6 A I believe this corresponds to the
7 January 2007 chip run. At least that's what the page
8 says.

9 Q And I have up here, can you identify this
10 document?

11 MR. FRANKEL: What page is that? The
12 one that is on the screen?

13 MS. SENTZ: GT1150.

14 MR. FRANKEL: I don't see that on
15 paper. I'm sorry. I got it.

16 MS. WASCH: Almost at the very last
17 page.

18 THE WITNESS: Yes.

19 Q (By Ms. Wasch) Mr. Jenkins, where did you
20 find this or did you find this document?

21 A Yes, that is a document that was found,
22 appears to be a Sayana Wireless document or
23 presentation or a poster template outlining according
24 to this document their CMOS development history.

25 Q Was this something that you found in the

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1 course of the audit?

2 A I did.

3 Q And what can you tell us about this
4 document?

5 A This document appears to be an evolutionary
6 process with chip runs here beginning with the May
7 '06, the January '07, April '08 and July '07. We see
8 the two chips here. October of '07 and a 65
9 nanometer June of '07 chip run. I believe that goes
10 further.

11 Q Let's look at, there's another page.

12 A I believe there is three pages to this
13 document. Here we see the January '07 chips, the
14 April '08 chips and the October '08 chips. At least
15 that's what the document says.

16 Q The third page.

17 A The third page shows IBM 45 nanometer chip,
18 TSMC 65 chip and a SW1 July '09 chip.

19 Q Translate that for some of us. What is the
20 SW1 July '09?

21 A It is my understanding that SW1 July '09
22 chip was the CMP July '09 tape-out that Sayana
23 Wireless ordered and I believe they paid for.

24 Q What did you conclude after you reviewed

25 this document?

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1 A It would appear that according to Sayana --

2 MR. FRANKEL: Your Honor, I am going
3 to object to conclusions or opinions. This is
4 improper opinion testimony. If the documents
5 that are evidence, what he knows is evidence are
6 personally reserved, what he concluded are
7 opinions are frankly for the province of this
8 Committee.

9 CHAIRMAN MCGINNIS: So what was the
10 question?

11 MS. WASCH: The question was I was
12 going to ask him what he concluded and have it
13 him explain it.

14 THE WITNESS: What I concluded from
15 this --

16 MR. FRANKEL: I think he needs to
17 decide to --

18 MS. WASCH: I'm sorry. The Chair is
19 still thinking.

20 THE WITNESS: Oh, I'm sorry.

21 MS. WASCH: I can try it a different

22 way.

23 CHAIRMAN MCGINNIS: Let's go at this a
24 different way. Unless his expertise extends to
25 microcircuits, is that okay?

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1 MS. WASCH: Sure. I understand.

2 CHAIRMAN MCGINNIS: He is here as the
3 sort of the forensic --

4 MS. WASCH: He is a forensic IT
5 person.

6 CHAIRMAN MCGINNIS: Exactly.

7 DR. ANDRADOTTIR: You said this last
8 one was paid for by Sayana. Were all the other
9 runs paid for by Tech?

10 THE WITNESS: The July '09 chip was
11 paid for by Sayana. If you can scroll back to
12 the other ones. The May '06 chip was paid for
13 by Georgia Tech. The January '07 chip was paid
14 for by Georgia Tech. The April '07 chip was
15 paid for by Georgia Tech. A portion of the July
16 '07 chip was paid for by Georgia Tech, I believe
17 \$50,000. The other portion was paid for by
18 Sayana. I believe the June '07 chip was

19 ultimately paid for by Sayana. Can you scroll
20 up. Georgia Tech paid for the January '08
21 chips. The April '08 chips and just recently
22 paid for the October '08 chip as in I believe
23 that is what I was told.

24 Q (By Ms. Wasch) Did you find evidence -- go
25 back to the Sayana/ETRI contracts.

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1 Did you find any evidence that Sayana was
2 performing under the 2008 contract?

3 A I'm sorry. Could you repeat the question.

4 Q Did you find any evidence that Sayana was
5 performing on its 2008 contract with ETRI?

6 A I believe they did. I believe there was
7 either an interim report or final report on that.
8 There was --

9 Q If you look at Page GT617.

10 A GT617 is a letter that's up here on the
11 screen. It is a letter from ETRI stating to whom it
12 may concern that ETRI and Sayana are currently
13 engaged in a collaborative research project to
14 develop and produce 60 gigahertz integrated
15 transceiver system. This is a multi-year project

16 performed under ETRI's R&D program number. The
17 project with Sayana started in August of '06 and it
18 is expected to end by January of 2010 with possible
19 extension to February 2011. The goal of this project
20 is to develop and produce 60 gigahertz integrated
21 transceiver system starting from proof of concept of
22 the building blocks to the progression of
23 integration. All the building blocks and the
24 complete miniature chip system that will permit
25 handheld consumer electronic devices such as

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1 cellphones, i-Pods to transmit the information
2 required for a feature-length movie wirelessly across
3 room-size distances in a matter of seconds.

4 Below here it also the says the
5 collaborative research agreements with Sayana related
6 to this project the data are as follows and it lists
7 out, I believe the '06, '07, '08 and I believe there
8 is two '08 contracts and then the April '09
9 collaborative research agreements. And this was
10 signed by the, ETRI's project leader, a Dr. Wooyong
11 Lee.

12 Q Can you look at Page GT515.

13 A GT515 appears to be the cover page for a
14 ETRI and Sayana Wireless report. The final report
15 for February 2009 which would indicate it is for
16 phase one of, I believe, the 2008 contract.

17 Q Do you know did Sayana get paid for ETRI
18 for performing its 2008 contract?

19 A I believe they did.

20 Q Can you look, please, at Page GT510 through
21 GT514.

22 A GT510 is an e-mail conversation between
23 Dr. Pinel and Dr. Laskar where Dr. Pinel is informing
24 Dr. Laskar. It says as of today we have received
25 \$210,000 from contract number one. The \$90,000 is

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1 still due. Because of the exchange rate it might
2 drop to 60,000 or so. 220,000 for contract number
3 two and no more funds are expected.

4 Q And then moving to GT512, can you tell us
5 what that is.

6 A This was an attachment on that e-mail, I
7 believe, showing the initial budget and timeline for
8 year one from February of '08 to February '09.

9 Contract number one appears, according to

10 this, to be paid in June of '08. Ninety-thousand is
11 to be due in February of 2009 according to this. And
12 so the title of this is modified budget and timeline
13 from year one starting February of '08 to February of
14 '09. That on contract number one, \$210,000 was paid
15 and that 90,000 was due in February of '09.

16 And on contract number two, \$200,000 was
17 due, the reduction due to exchange rates.

18 Q Now, did you find any evidence that GEDC
19 students and employees were working on the 2008 ETRI
20 contract?

21 A That, yes.

22 Q If you look please at Page GT507.

23 A GT507?

24 Q Yes.

25 A This is part of the statement of work

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1 section from the 2008 Sayana ETRI agreement where we
2 see Dr. Laskar at ten percent, Dr. Pinel at
3 100 percent, Dr. Chang Ho Lee as an advisory member.
4 I believe at this time Dr. Lee was also a, was a
5 Samsung employee at this time. We see Dr. Sarkar,
6 Sen and Perunama who at this time were full-time

7 Sayana employees. They had graduated from Georgia
8 Tech in December of 2007 and as of January 1, 2008,
9 were full-time Sayana employees.

10 I believe Mr. Leung and Mr. Juntunen and
11 Yeh, Barale and, I am really not able to try to
12 pronounce that, were all, I believe were students.
13 D. Dawn, I believe, corresponds to Debasis Dawn at
14 50 percent, who was a full-time Georgia Tech
15 employee.

16 Q So did you find evidence that Georgia Tech
17 was paying any of these individuals at that same time
18 period?

19 A I believe we did.

20 Q Look please at Page GT1090.

21 A Did you start with GT1090?

22 Q Yes.

23 A 1090 is -- is this GT1090? This isn't
24 GT1090.

25 MS. WASCH: It's not clear to me that

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1 what's here matches up with what's on the
2 screen. But the original question that we were
3 trying to answer is during the year, during the

4 performance period for Sayana/ETRI 2008
5 contract, did you find evidence that any of
6 those listed individuals were all being paid by
7 Georgia Tech?

8 THE WITNESS: I believe we did.
9 Particularly Dr. Pinel.

10 CHAIRMAN MCGINNIS: Which exhibit are
11 you looking at?

12 MS. WASCH: It starts at GT1090 and I
13 will find the right page.

14 CHAIRMAN MCGINNIS: The 1090 salary
15 distribution --

16 MS. WASCH: GT1094. There we go.

17 THE WITNESS: GT1090 and 1093.

18 CHAIRMAN MCGINNIS: It's the wrong
19 year.

20 THE WITNESS: I'm sorry, I don't have
21 GT1094 in my -- oh, hold on. Hold on. There we
22 go. This is for Dr. Kyutae Lim that he was
23 being paid off of a state account and off of a
24 Samsung research account. This is Dr. Pinel's.

25 MR. FRANKEL: What page?

1 MS. SENTZ: Dr. Pinel is at -- You
2 will see the whole is Page GT1101. GT1100 and
3 GT1101.

4 THE WITNESS: GT1101. Let's see,
5 that's not GT1101. I'm sorry. It's GT1100.
6 GT1100 Dr. Pinel appears to be being paid off a
7 State account. And on GT1101 Dr. Pinel appears
8 to be paid off a state Account and then here a
9 Foundation account.

10 Q (By Ms. Wasch) You heard Mr. Hurd talk
11 about, did Mr. Hurd talk you about a CMP quote that
12 was created in 2009?

13 MR. FRANKEL: I'm going to object to
14 hearsay testimony. Mr. Hurd was here to
15 testify. He can say whatever he said and
16 Mr. Jenkins can say whatever he said, but they
17 don't need to say what each other said.

18 CHAIRMAN MCGINNIS: Okay. Where are
19 we going here?

20 Q (By Ms. Wasch) Let's go back to -- were
21 there any e-mail exchanges between Dr. Laskar and
22 Dr. Pinel on how to handle an unpaid 2007 invoice
23 from CMP?

24 A I believe they were.

25 Q If you would turn to Page GT906.

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1 A This is an e-mail between Dr. Pinel and
2 Dr. Laskar dated April 14th, 2009, and they discuss
3 various issues. I believe W. Lee is, and Dr. Kim, I
4 believe, are ETRI contacts. I know W. Lee is. But
5 under CMP Dr. Pinel relates to Dr. Laskar that Chris,
6 I am assuming that is Chris Evans, and I had a call
7 with CMP to respond to Isabelle's inquiry about the
8 interruption of payment schedule. She said they have
9 urgent pressure regarding the April '08 payment for
10 144,000 and would appreciate it if Chris talked
11 directly to Mr. Courtois, CMP's boss. She, I believe
12 that is referring to Isabelle at CMP, mentioned they
13 wouldn't want to push this to court -- oh, I'm sorry.
14 Wouldn't want to push this to court, so we need to
15 restart the payment schedule ASAP. She suggests that
16 we break down to smaller monthly payments, may be
17 temporarily acceptable before we start the initial
18 payment schedule of 70,000 plus 377,000 from 2007.
19 It says we could keep a reasonably good atmosphere
20 during the phone call, but I guess we would have to

21 come back to CMP's boss with creative thoughts.

22 One suggestion would, would be to use the,
23 use now the leftover phase 1A, 26,000 -- I believe
24 that was from, I'm not sure whose Phase 1A is being
25 discussed there. To initiate this eventual smaller

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1 monthly payment schedule, this will have to be
2 invoiced to Sayana who, as usual, passed the invoice
3 to Cathy Beam and run it through our Phase 1 account.
4 So it could be that Dr. Pinel is talking about
5 Sayana's Phase 1 account.

6 Q And if you would look please at Page GT908.

7 A This is an e-mail conversation between
8 Dr. Pinel and Dr. Laskar. And he says "Here is the
9 final payment schedule we could propose. If you
10 concur, Chris will call CMP's boss on Monday to
11 present it. They will present the invoice to Georgia
12 Tech as usual and Chris will forward the invoice to
13 Sayana with a GEDC letter, our accountant can take
14 that for payment of April '09 for the June '07 65
15 nanometer chip at 76,000, the May '09 Part 1 Georgia
16 Tech, July of 2007 for 124, and the GT2 July 2007 for
17 252 and then for the October '08 payment for

18 144,000." And here Dr. Pinel is saying we need
19 Sangwoo's payment in May. I believe that was an ETRI
20 contract. And it says --

21 MR. FRANKEL: When you say ETRI
22 contract, you mean ETRI contact?

23 THE WITNESS: Contact. I'm sorry. I
24 believe it was an ETRI contact or an FCI contact
25 who was a subsidiary of ETRI, I believe. And

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1 Dr. Kim, I believe, was affiliated with ETRI as
2 well. He says "Note very hypothetically if GEDC
3 can contribute 100,000 towards any of these
4 payments, then we can use Dr. Kim's second
5 payment for the July '09 tape-out. We need not,
6 or we would not need the loan until February of
7 2010. I believe he is talking about the Phase 3
8 GRA funding at that point.

9 Q (By Ms. Wasch) And if you look please at
10 Page GT909.

11 A Okay.

12 Q And can you tell us what this is.

13 A This is a e-mail conversation between
14 Dr. Laskar and Dr. Pinel in April of 2009. They

15 discuss CMP here. He says "We had a call this
16 morning with CMP. It went well. Joy and I, Chris
17 not officially on the call to keep it a low level.
18 To announce the first payment of 76,000 by Sayana,"
19 which I believe that covered the June of, June of '07
20 chip run by next week. "We did not mention Sayana
21 yet and to keep that for the latest possible, maybe
22 we can simply avoid it for now. When we asked, he
23 said Mr. Courtois would be available on Monday for a
24 call with Chris where Chris would announce the rest
25 of the payment schedule so it gives us another week

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1 to think through it. Your current thoughts on that.
2 Will Sayana really take the full-blown hit, 76 plus
3 125 plus 250 plus 144, or do you have something in
4 mind to mitigate? No matter what, the July, August
5 will be squeeze time. It is also a threat, also a
6 threat to CMP blocking the July 2009 tape-out. If
7 they are not happy with that time, the game would be
8 to stretch the 250, 144 payment without pissing them
9 off. Lot as to do with how much and how fast Dr. Kim
10 can deliver, importantly before July and August
11 assuming 200,000 by August and GEDC picking up the

12 last 144,000 in July. Then we could avoid the loan
13 and we could have until January 2010 to figure out
14 new income."

15 Dr. Laskar's response back here, below here
16 is "I think the best case is we have a loan if it
17 doesn't cost us anything." And he states here, "GEDC
18 may be able to provide \$144,000, but no guarantees at
19 this point."

20 MR. FRANKEL: Can you have him read
21 the complete sentence when he's going to quote
22 out loud when it says that "GEDC, I think the
23 best case is that it doesn't us cost anything."
24 He keeps going by Dr. Kim, or Mr. Kim will loan,
25 et cetera, hopefully -- I mean it actually gives

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1 the dollar amount. And he should read the whole
2 sentence and not just parts of the sentence.

3 MS. WASCH: And I was going to suggest
4 that we don't actually need to read the --

5 MR. FRANKEL: Well, we don't have to
6 read them at all, but if we are going to read
7 them, I'd rather read the whole part where it
8 says that you may be able to get two or \$300,000

9 loan from Mr. Kim.

10 MS. WASCH: Okay. The documents are
11 there and the Committee is fully capable of
12 reading that. So --

13 MR. FRANKEL: Then we don't need to
14 read any of them, do we?

15 MS. WASCH: Move it along.

16 Q (By Ms. Wasch) Can we look, please, at
17 Page GT893.

18 MR. FRANKEL: GT893, you said?

19 MS. WASCH: GT893.

20 Q (By Ms. Wasch) Can you tell me what this
21 document is, please, Mr. Jenkins.

22 A This is an e-mail from Bernard Courtois at,
23 I believe this was CMP. The subject is Georgia Tech
24 overdue invoices. It is addressed to Chris Evans, to
25 Cathy Beam and to Stephane Pinel. He says "Dear all,

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1 I must inform you that we are" --

2 MR. FRANKEL: I thought we weren't
3 going to read. And there's no evidence --

4 THE WITNESS: I'm sorry.

5 MR. FRANKEL: -- that Dr. Laskar saw

6 any of this in an e-mail. It is not copied to
7 him.

8 MS. WASCH: Okay. Is that -- so let's
9 go on --

10 THE WITNESS: Basically saying they
11 were under tax control.

12 MR. FRANKEL: Well, I, unless she's --

13 THE WITNESS: Okay.

14 Q (By Ms. Wasch) Go to Page GT895, please.

15 A Here we see Chris Evans forwarding this
16 letter previously observed to Dr. Laskar and cc'ing
17 Dr. Pinel saying "It seems it's not all, not a -- it
18 seems all is not okay with everyone at CMP."

19 Q And did Dr. Laskar promise that the invoice
20 would be paid?

21 A I believe he did.

22 Q Look please at Page GT893, GT894 again and
23 Page GT896.

24 MR. FRANKEL: What page are we looking
25 at?

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1 THE WITNESS: That, I think that is a,
2 that is the same, I believe that's the same.

3 Q (By Ms. Wasch) GT896.

4 MR. FRANKEL: Dr. Laskar isn't on this
5 e-mail.

6 THE WITNESS: Dr. Pinel and Mr. Evans,
7 quote --

8 MR. FRANKEL: Without quoting first,
9 Dr. Laskar is not on this e-mail, and therefore,
10 I don't understand how it can relate to any
11 knowledge that Dr. Laskar can have.

12 MS. WASCH: Then we will tie it in a
13 little later, okay?

14 Q (By Ms. Wasch) GEDC paid this 2,000 --

15 CHAIRMAN MCGINNIS: Jessica, could you
16 scroll up, please.

17 MR. FRANKEL: Your Honor, I do think
18 it's inappropriate to be looking at documents
19 that weren't copied to Dr. Laskar and use them
20 against him.

21 CHAIRMAN MCGINNIS: Are you building
22 towards something here that does involve
23 Dr. Laskar? I mean I, I do think that we need
24 to sort of keep to the charges. And so if we
25 could do that, that would be good.

1 THE WITNESS: If you will look on the
2 next page.

3 Q (By Ms. Wasch) GT897?

4 A Yes.

5 Q It is not up there, but GT897 is in the
6 book.

7 A GT897 is a, is a letter on GEDC letterhead
8 to CMP from Dr. Laskar saying "As director of the
9 GEDC, I'm writing to confirm that we will provide
10 payment on the following invoices by the end of
11 September of '09." And he lists two invoice numbers
12 there, one ending in 139 and one ending in 047.

13 The previous e-mail, the question was how
14 this ties in. The previous e-mail conversation
15 between Dr. Pinel and Mr. Evans, Mr., I mean
16 Dr. Pinel shows, states that the invoice ending in
17 047 is the one covered for Sayana, but we are waiting
18 on funds.

19 Q And so this letter goes out. And did GEDC
20 actually pay this invoice by the end of September
21 '09?

22 A I don't believe they did.

23 Q Look at Page GT898 and GT899.

24 A This is an e-mail from CMP to Christopher
25 Evans stating that "As of October 27th, no payment

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1 has reached CMP."

2 MR. FRANKEL: Again, I would object
3 unless Dr. Laskar is copied on this, for it to
4 be introduced into evidence against Dr. Laskar.

5 THE WITNESS: Scroll up. Chris,
6 Christopher Evans forwarded --

7 MR. FRANKEL: I'm sorry. It is. I
8 apologize.

9 THE WITNESS: Christopher Evans
10 forwarded this to Dr. Laskar with the request
11 what did I, what should I say.

12 Q (By Ms. Wasch) This is the October 27th
13 e-mail.

14 If you look please at Page GT900. Can you
15 tell what this is, please.

16 A This was a letter from CMP to Dr. Laskar
17 and cc'd to Mr. Evans and a host of other folks
18 talking about Georgia Tech debt. Basically the
19 e-mail says you said you would pay this, but you

20 haven't, you haven't paid any of it.

21 Q And did GEDC ask him to break up that 2007
22 debt into smaller payments.

23 A I believe Cathy Beam made that request,
24 yes.

25 Q Page GT914, please.

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1 CHAIRMAN MCGINNIS: Ms. Wasch, just so
2 that we can keep this somewhat organized in our
3 heads, which one of the charges are we going
4 towards with this?

5 MS. WASCH: This is Charge 1 where the
6 \$50,000 was Tech money that paid for a chip run
7 that was two years old. It's just, I'm sorry,
8 it is a lot of invoices and --

9 CHAIRMAN MCGINNIS: I understand.

10 MS. WASCH: It is not very amusing,
11 but we got to get there. We are almost done.

12 Q (By Ms. Wasch) All right. So he asks to
13 break it down. Is this GT914? Yes.

14 A Ms. Beam e-mailed CMP asking if they could
15 split the invoices, one particular invoice, which was
16 corresponding to the July '07 chip runs.

17 MR. FRANKEL: Again, this wasn't shown
18 to Dr. Laskar, at least not on its face.

19 Q (By Ms. Wasch) Did GEDC submit a
20 requisition in the amount of \$200,000 to accounts
21 payable to be processed?

22 A It is my understanding that they did.

23 Q Look at Page GT921, please.

24 MR. FRANKEL: Just to be clear, on
25 that prior e-mail, we would object because it is

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1 not copied to Dr. Laskar.

2 CHAIRMAN MCGINNIS: So noted.

3 MR. FRANKEL: We make the same
4 objection on No. GT921.

5 THE WITNESS: This is a campus
6 requisition for \$200,000.

7 Q (By Ms. Wasch) And was that request
8 processed?

9 CHAIRMAN MCGINNIS: Although it does
10 refer to Dr. Laskar.

11 MR. FRANKEL: Yes.

12 THE WITNESS: For \$200,000 for
13 fabrication of, I believe it says 5.2 by eight

14 millimeters squared -- so yes, this, this is a,
15 appears to be a screen shot from the campus
16 requisition form.

17 Q (By Ms. Wasch) And was the request
18 processed?

19 A It was not.

20 Q If you look, please, at Page GT918.

21 A I believe this is the e-mail trail we
22 reviewed before where Ms. Beam cc'ing Dr. Laskar and
23 Mr. Evans said "We are including a \$200,000
24 processing of a multi-project wafer service for CMP.
25 We're submitting the request to procurement to begin

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1 the processing of the purchase order."

2 MR. FRANKEL: We've already reviewed
3 this document and had testimony on it including
4 the follow-up.

5 Q (By Ms. Wasch) Did Dr. Laskar reduce the
6 amount requested from 200 to 100,000 after this?

7 A I believe he did.

8 Q Go to Page GT924.

9 A This is an e-mail from Dr. Laskar to Herb
10 Lehman and Chris Evans asking for their advice. I

11 believe he is suggesting, sending this to Dr. Allen
12 saying "I am minimizing the tape-out cost in the
13 spirit to recommend the following scenario:

14 Authorize a tape-out P/O of no more than \$100,000.

15 Q And in your review of the hard drives and
16 the e-mail correspondence, did you find any, any
17 documents which Dr. Laskar had asked Dr. Allen for
18 \$50,000?

19 A Yes.

20 Q Look please at Page GT927.

21 A This is an e-mail conversation between
22 Dr. Laskar, Dr. Allen and Dr. May and others where
23 Dr. Allen says "I will ask Eric to communicate the
24 approval of a \$50,000 tape-out expenditure to Cathy."

25 Q And did the Institute eventually process a

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1 \$50,000 check request from Ms. Beam?

2 A They did.

3 Q Look at page, look at Page 880 again.

4 MR. FRANKEL: What was the number,
5 please?

6 MS. WASCH: 880.

7 Q (By Ms. Wasch) I'm sorry. That's not what

8 I want. I actually wanted GT891.

9 A This is a \$50,000 payment to CMP in January
10 of 2010. I believe that corresponds with what
11 Dr. Allen said.

12 Q Thank you.

13 Did you find any other financial
14 transactions between Sayana Wireless and Georgia Tech
15 Foundation?

16 A I believe there was a \$90,000 gift to the
17 Foundation in early 2009.

18 Q Turn to Page GT1016, GT1016 to GT1020.

19 MR. FRANKEL: What page are we on?

20 MS. WASCH: GT1016.

21 THE WITNESS: This is an e-mail from,
22 from Dr. Pinel to Dr. Laskar and Mr. Evans
23 saying Sayana's letter of intent in December of
24 '08 --

25 CHAIRMAN MCGINNIS: What number is

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1 this?

2 Q (By Ms. Wasch) And following that?

3 MR. FRANKEL: I think it's 1016.

4 CHAIRMAN MCGINNIS: 1016.

5 Q (By Ms. Wasch) 1016.

6 A And this was the attachment, the, I believe
7 this is GT1017. This is the attachment e-mail. It
8 says "Dear Mr. Evans, Sayana Wireless is pleased to
9 announce to you it intends to apply for GEDC full
10 membership in 2008-2009." It says "we will" --

11 Q Did you find any record of payment from
12 Sayana at that time to the Georgia Tech Foundation or
13 to Georgia Tech?

14 A In December of 2008 when that letter was
15 dated, no, at that time there was no payments. To
16 the Foundation.

17 Q If you could look please at Page GT1021.

18 A That is actually Page GT1029.

19 MS. SENTZ: It starts at 1021.

20 THE WITNESS: Oh. It starts at 1021.

21 Q (By Ms. Wasch) The whole document is
22 GT1021 to GT1030.

23 A Okay.

24 Q Mr. Jenkins, tell us what you found in
25 these documents.

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1 A On Page GT1029?

2 Q Yes.

3 A On Page GT1029, just to explain. This
4 document appears to be a Sayana history of their
5 collaborative research agreements with ETRI and their
6 activities.

7 On Page GT1029 under 3.3.1, this document
8 states that "\$90,000 building blocks, prototyping
9 expenses in form of donation to Georgia Tech in
10 February of '09." It also says "65,000 in
11 prototyping expenses CMP in April of '09."

12 Q Thank you.

13 In the course of your review of documents,
14 did you find anything indicating that Dr. Laskar had
15 authority to sign for Sayana Wireless, had signatory
16 authority?

17 A I believe he did, yes.

18 Q What documents did you see that would have
19 indicated that?

20 A The documents of incorporation, the listing
21 of CEO and president, one of the primary members.
22 Also in the collaborative research agreements with
23 ETRI, the executed ones, Dr. Laskar's signature is on
24 all of them.

25

Q And did you find any evidence that

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1 Dr. Laskar played an active role in the management of
2 Sayana Wireless?

3 A There is some evidence that will support
4 that notion, yes.

5 Q Can you please look at Page GT1040.

6 A GT1040 is an e-mail communication between
7 Dr. Laskar and Dr. Pinel in August of 2006, which was
8 early on in Sayana's existence. He instructs
9 Dr. Pinel that if we're going to be a player, we have
10 to be very, have a very consistent story. And he
11 goes on to explain talking points to Dr. Pinel here.
12 And instruction that Items 1 through 4 I need you to
13 memorize.

14 Q And can you look now, please at Page GT1071
15 and GT1072. No. GT1041 is next. I'm sorry.

16 THE COURT REPORTER: Can you say the
17 page numbers again, please.

18 MS. WASCH: It should be GT1041.

19 THE WITNESS: GT1041. This is an
20 e-mail conversation between Chang-Ho Lee,
21 Dr. Laskar, Dr. Pinel and Kyutae Lim discussing

22 various funding options for ETRI. Chang-Ho Lee
23 below here says that GEDC is going to get, get
24 funding in October. And Dr. Lee will be here.
25 He says he's expecting to sign a memorandum of

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1 understanding and to fund GEDC with about
2 \$200,000 a year for RF/Modem testbed and
3 demonstration.

4 Dr. Laskar replies. He says, "Hello,
5 Chang-Ho. The timing works for us for the
6 funding. Does this have an impact on Sayana?
7 If we only have one funding event from W. Lee,
8 then I would vote for Sayana over GEDC. Please
9 advise in regards."

10 Chang Ho Lee follows up and says "No.
11 W. Lee has two funding sources, one for GEDC and
12 one for Sayana."

13 Q (By Ms. Wasch) And now would you look
14 please at Page GT1045.

15 A This is an e-mail conversation between
16 Dr. Laskar and, I believe it's Dr. Pinel. Dr. Pinel
17 is giving Dr. Laskar an update on the activities of
18 Sayana paying the taxes, arranging for the co-ops and

19 looking at a couple of other things here.

20 Q What about Page GT1046? And GT1047 to
21 GT1049.

22 A GT1047 is an e-mail communication between
23 Dr. Laskar and Dr. Pinel where they appear to be
24 editing job offer letters for future Sayana
25 employees. And Dr., and Dr. Laskar says "Hey, it

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1 looks good and made a few minor edits. And also some
2 options about the incorporation. "At some point we
3 should consider making a change from an S Corp., S or
4 C corporation.

5 Q Now, look please at Page GT1051.

6 A This is an, this is an e-mail conversation
7 between Dr. Pinel and Dr. Laskar. ETRI is requesting
8 a deposit on a performance bond to proceed with the
9 CMOS fabrication payments. And Dr. Laskar approves
10 what Dr. Pinel's suggestions are down here regarding,
11 regarding this.

12 Q Will you look please at GT1083 to GT1085.

13 MR. FRANKEL: I would object to use of
14 these documents. They are clearly marked
15 privileged. Georgia does not follow the

16 inadvertent waiver doctrine which says -- I mean
17 follows the inadvertent waiver doctrine which
18 says that privileged documents remain privileged
19 until the client waives it. And if they are
20 inadvertently produced, for example, taken on a
21 computer by Georgia Tech, that does not
22 constitute waiver of privilege. These are
23 privileged documents between Sayana and its
24 counsel. They are not waiving privilege and we
25 object to their use.

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1 THE WITNESS: These items were found
2 on a Georgia Tech computer.

3 MR. FRANKEL: Whether they're found or
4 not does not change the fact that they are
5 privileged. There's been no waiver.

6 CHAIRMAN MCGINNIS: Let's just hold up
7 here for a minute. This is, you are referring
8 to 10- --

9 MR. FRANKEL: 83 through 85. Yeah.
10 Jessica pointed out, which I appreciate that,
11 Eric Graben is counsel for Sayana.

12 CHAIRMAN MCGINNIS: Mr. Frankel,

13 specifically which document are you talking
14 about?

15 MR. FRANKEL: The document that
16 starts, that says when they have a, GT1083 is an
17 e-mail from Stephane Pinel to the counsel for
18 Sayana, copy to Joy, and the attachment which is
19 Page 1084 and 1085.

20 CHAIRMAN MCGINNIS: Okay. I would
21 note that this is sent from a Georgia Tech
22 e-mail address.

23 MR. FRANKEL: Yes, it is.

24 CHAIRMAN MCGINNIS: It is not sent
25 from a Sayana e-mail address.

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1 MR. FRANKEL: That is correct.

2 CHAIRMAN MCGINNIS: And he is not an
3 attorney for Georgia Tech.

4 MR. FRANKEL: Correct. The privilege
5 belonged to Sayana and any communications
6 between an officer of Sayana and a lawyer for
7 Sayana. And they are not waiving the privilege.

8 MS. WASCH: It wasn't confidential in
9 the first place because you have no expectation

10 of privacy in a Georgia Tech e-mail using
11 Georgia Tech equipment. The privilege didn't
12 even attach in the first place. And if it had,
13 it would have been waived by the use of our
14 machines.

15 CHAIRMAN MCGINNIS: I guess if this
16 had been from a Sayana e-mail account, I would
17 understand the, the privilege. But it is a fact
18 that anything on a Georgia Tech computer is
19 essentially open. Yeah, I mean we can't, it is
20 hard to protect anything that is on a Georgia
21 Tech computer.

22 MR. FRANKEL: Okay.

23 Q (By Ms. Wasch) Can we look please at Page
24 GT1039.

25 Mr. Jenkins, can you tell us what this one

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1 is?

2 A This is an e-mail conversation between
3 Dr. Laskar and Dr. Pinel where below here is an
4 e-mail trail where Ms. Anita McKinney from
5 offices-sponsored programs is asking Stephane to
6 provide more detail on activities you have with the

7 start-up company you listed in your disclosure --
8 Sayana. Dr. Pinel forwarded, I believe forwarded
9 this to Dr. Laskar and Dr. Laskar stating here "You
10 are a co-founder with about 42 percent interest. You
11 do not draw a salary and no sponsor of research, but
12 company does pay membership for access to Georgia
13 Tech facilities based on models similar to Cardio
14 MEMS, G-Tronix and Qualtre."

15 Q Did you find any evidence in your audit
16 regarding limited use of lab equipment for other
17 reasons?

18 A I believe we did.

19 Q If you look please at Page GT1134.

20 A I'm sorry, what page was that again?

21 Q GT1134.

22 A Okay. Yes. This is an e-mail conversation
23 between Sayana employee Saikat Sarkar, Dr. Pinel and
24 Romain Pelard who at the time was a Georgia Tech
25 employee. Mr., Dr. Sarkar is saying "I have the

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1 chips with me, Romain. Please inspect them under the
2 microscope when you are here." Mr. Pelard replies
3 back to, that he did. It is clean work and the cuts

4 are about so many milli-, uni- -- I can't know what
5 that is -- away from the pads. At that point
6 Dr. Sarkar instructs Mr. Pelard to stop by so that we
7 can sort out ETRI's chips.

8 Q Can you look also please at GT1118 through
9 GT1133.

10 A 1118 through 1133, I believe, is an e-mail
11 conversation between Dr. Sarkar and Dr. Pinel.
12 Dr. Sarkar is a, a, at this point in time is a
13 full-time Sayana employee. He says "Hello, Steph. I
14 have put measurement summary in a bulleted form in
15 the Section 1.1.1 of the chapter of the July chip.
16 Section 1.5 includes some pictures and I have added
17 detailed measurement in Section 1.6."

18 Q Would you look please at Page GT1127.

19 A Yes. These are, these are pictures. This
20 is equipment, I believe, is in the GEDC labs.

21 Q Did you find any evidence regarding
22 Sayana's use of Georgia Tech computing or networking
23 resources?

24 A We did.

25 Q Can you look please at Page GT1109.

1 What is this document?

2 A GT1109 is the university software program
3 license agreement between Cadence and Georgia Tech.
4 And particularly under Section 2, which I believe is
5 highlighted, that "The license is solely for the
6 purpose of providing educational instruction and
7 performing nonprofit academic research. And license
8 granted herein does not include any right to use
9 license program in any commercial activity."

10 Q And did you find evidence that Sayana's
11 employees were using this software?

12 A We did.

13 Q Look at Page GT1138, please.

14 A GT1138 is an e-mail conversation between
15 Saikat Sarkar, who is a Sayana employee, and Stephane
16 Pinel. He says "Hello, Steph. A lot of people are
17 experiencing trouble with the ECE server. Frequent
18 freezing for a long time while using Cadence or ADS.
19 It makes sense that you should send a note to Dave
20 Webb who is EC's IT person mentioning the trouble and
21 delay caused by the issue and requesting any remedy."
22 He says "Okay, I will e-mail today."

23 Q And this is March of 2010 and at this point

24 Saikat Sarkar is a Sayana employee?

25 A Saikat Sarkar was a full-time Sayana

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1 employee, I believe, as of January 2008.

2 Q Can you please look at GT1117. Can you
3 tell me what this is.

4 A GT1117 is -- let's see. GT1117 is a screen
5 shot of, -- you have to zoom in, I guess, to see it.
6 But it is a screen shot of Padmanava Sen's user
7 directory on ECE's file server. And the highlighted
8 item is a GDS file, a, a, a graphics Cadence file for
9 the GT July 2009 chip.

10 Q And GT1138 and GT1137.

11 CHAIRMAN MCGINNIS: Just a second.

12 Coming back to GT1117, whose directory is this?

13 THE WITNESS: This is the user
14 directory of Dr. Padmanava Sen who at the time
15 of this was a full-time Sayana employee.

16 MS. WASCH: He was a student who
17 had --

18 THE WITNESS: He was a student who
19 had, who had graduated and was working full time
20 for Sayana. And the image is, that is a, a

21 snapshot of his user directory. And the
22 highlighted, the highlighted item is the Cadence
23 file for the July 2009 chips which Sayana
24 Wireless ordered and paid for.

25 CHAIRMAN MCGINNIS: Thank you.

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1 Q (By Ms. Wasch) And then the GT1136 and
2 GT1137, that would be the similar --

3 A These are, these are similar. GT1136 is
4 Dr. Sarkar's user, a snapshot of Dr. Sarkar's user
5 directory where we also see reference material to the
6 July 2009 chip which was Sayana's chip. And GT1137
7 is the user directory of Bevin Perunama, also a
8 Sayana employee. And we see more July '09 chip
9 documents.

10 Q Will you look please at Page GT1147.

11 MR. FRANKEL: And what was the page
12 number?

13 MS. WASCH: GT1147.

14 THE WITNESS: GT1147 is an e-mail
15 between Sen-wen Hsiao to Debasis Dawn, who is a
16 Georgia Tech employee, and he cc'd all kinds of
17 folks on here including Dr. Pinel. He goes on

18 to say "I have installed the software in
19 Sayana's office this morning. So we can now
20 remote log into ECE machines and use Cadence.
21 And here are the instructions on how to do it."

22 Q (By Ms. Wasch) Thank you. And one more on
23 this. Turn to Page GT1153.

24 A GT1153 is a, is a log file from the Cadence
25 software in December of 2007 -- 2009 to April of

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1 2010. And it shows here the logs go in reverse
2 order. These show the number of log entries for the
3 user ID. We see here the three Sayana employees
4 logging in multiple times during this time frame to
5 use the Cadence software.

6 And over here on the, I guess, it's the
7 right side of the page, you see the total log entries
8 per user. We see Dr. Sarkar, Dr. Sen and
9 Dr. Perunama logging in and using the Cadence tool
10 during this time.

11 Q I'm sorry, so to log in means somebody
12 logged in and used --

13 A Somebody with these user accounts which are
14 known to the user, authenticate, they log in and

15 authenticate with a password and use the system under
16 those user accounts.

17 Q Did you find any agreement between Sayana
18 and the Institute that would allow Sayana to use the
19 Cadence software?

20 A Not for, according to the Cadence license,
21 the software is used, to be used for educational
22 purposes only and not for commercial efforts. I
23 haven't seen any agreement between Sayana and Georgia
24 Tech which would allow that use.

25 Q Look at GT1154, please.

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1 A This is a, one of the infamous Larry
2 Webster notes. I had asked Mr. Webster to see if
3 Sayana Wireless was renting or leasing space. And he
4 --

5 MR. FRANKEL: I would object to that.

6 Mr. -- I forget his name.

7 THE WITNESS: Jenkins.

8 MR. FRANKEL: Jenkins -- no, not you.

9 The writer.

10 MS. WASCH: Webster.

11 MR. FRANKEL: Webster isn't here to

12 testify. This is all hearsay. It is rather
13 ironic that when I want to use a Mr. Webster
14 note, I get lots of objections. You can't use
15 it, you don't know whether it's accurate or
16 blah, blah, blah. And now we are using a
17 Mr. Webster note reporting on hearsay.

18 CHAIRMAN MCGINNIS: But we let you go
19 on pretty long on Mr. Webster.

20 MR. FRANKEL: But it's reporting on
21 hearsay. If Mr. Webster wants to testify, let
22 Mr. Webster testify. They are introducing a
23 document to show the truthfulness, but we don't
24 have the opportunity to cross-examine. It's a
25 quintessential hearsay that we are not allowed

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1 to, that we are entitled to cross-examine.

2 CHAIRMAN MCGINNIS: Well, we did hear
3 a lot of discussion from one of the members of
4 the audit team who wasn't here to testify. I
5 think we can at least hear what was said here.

6 THE WITNESS: I had basically inquired
7 to Mr. Webster whether or not Sayana was renting
8 or leasing office space at this time. This was

9 in March of 2010. At that time Mr. Webster
10 followed up with ATDC's leasing manager, Joanna
11 Kaiser, and that at this time there were no, she
12 was not aware of any space rented or leased to
13 Sayana.

14 Q (By Ms. Wasch) Did GEDC set up a cost
15 center for Sayana's use of GEDC equipment?

16 A Not to my knowledge, no.

17 Q Did you find any evidence from Sayana to
18 Georgia Tech, not the Foundation, we already talked
19 about the Foundation, any evidence of payments from
20 Sayana to Georgia Tech?

21 A To Georgia Tech? No.

22 Q Thank you.

23 (Discussion ensued off the record.)

24 CHAIRMAN MCGINNIS: Are you through
25 with this witness?

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1 MS. WASCH: I am.

2 CHAIRMAN MCGINNIS: Okay. Given that
3 we can't really continue because we have people
4 who have other appointments, we will be
5 adjourned for the day and we'll pick up again

6 tomorrow at 9:00 o'clock.

7 How many more witnesses do you have?

8 MS. WASCH: They're short, though. I
9 mean this --

10 CHAIRMAN MCGINNIS: Short here seems
11 to mean like an hour?

12 (Discussion ensued off the record.)

13 CHAIRMAN MCGINNIS: And how many
14 witnesses do you have?

15 MR. FRANKEL: Well, we're having a
16 problem with witnesses actually. We have lined
17 up ten witnesses and nine of them have e-mailed
18 me today -- those are all about ten-minute
19 witnesses, either today or yesterday saying that
20 they have spoken with somebody in the Georgia
21 Tech legal office and, no, that they are not
22 required to be here, so they are not going to
23 show.

24 MS. WASCH: That's not true.

25 MR. FRANKEL: I can't tell you whether

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1 it's true or not. I can tell you that's what I
2 have been told, that I had ten witnesses who

3 said they would appear. I wasn't sure whether I
4 was going to use all of them or not. And all of
5 them have written or called my office and said
6 upon further investigation and communications
7 with the Georgia Tech office -- I don't know who
8 they are referring to -- they are not required
9 to show and so they will not.

10 MS. WASCH: I was actually copied on
11 one of those e-mails and Scott did not say that
12 Georgia Tech legal office. He said I consulted
13 with someone who told me I didn't have to --

14 MR. FRANKEL: That's Dr. Clement and I
15 don't know whether, I wasn't including him, by
16 the way. And all I'm saying is I may not have
17 many witnesses because I can't seem to get them
18 here.

19 MS. SENTZ: Well, is Dr. Laskar
20 testifying because that will affect our --

21 MR. FRANKEL: I'm not going to
22 disclose that. It's my right to decide who I
23 show at the end of your case and I will make
24 that decision at the end of my case.

25 CHAIRMAN MCGINNIS: Okay. Well, we

1 are at the halfway point of the schedule. I am
2 guessing we're not at the halfway point of the
3 hearing.

4 MR. FRANKEL: We actually may be. I
5 actually think we actually may be.

6 CHAIRMAN MCGINNIS: Well, the Panel
7 needs some time to discuss.

8 MR. FRANKEL: I would, I don't know,
9 all I know is I don't know the answer to that
10 one, you are correct. I was anticipating being
11 here Monday, Tuesday, Wednesday, Thursday
12 because that's kind of what I was told. And so
13 I think we might be able to finish our evidence
14 in that time frame. I can't make a promise, but
15 that's my goal.

16 CHAIRMAN MCGINNIS: That would be
17 helpful. Okay. Well, given that you have the
18 rest of the afternoon and all night to think
19 about this, I am sure that you will come in with
20 really succinct and pointed questions for Pat
21 and it will allow us to zip through this.

22 MR. FRANKEL: I will try my best.

23 CHAIRMAN MCGINNIS: Okay. We've seen
24 you in action. We know how you can get to the
25 point. We're done for the day.

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1 (HEARING ADJOURNED.)
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C E R T I F I C A T E

G E O R G I A:

FULTON COUNTY:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 262 through 324 represent a true, complete and correct transcript of the evidence given upon said hearing; am in compliance with O.C.G.A. Section 9-11-28(d) and Section 15-14-37(a) and (b); and I further certify that I am not of kin or counsel to the parties in the case; not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said

17 case.

18 This the 7th day of April, 2010.

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21 DEBERA J. PUCKETT, CCR, B-1188

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