



23  
24  
25  
  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

636 OLD IVY ROAD

ATLANTA, GEORGIA 30342

(404) 365-9015

327

DISCLOSURE

STATE OF GEORGIA

COUNTY OF FULTON

Pursuant to Article 8.B of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure.

I am a Georgia Certified Court Reporter. I am here as an independent contractor for Deb Puckett & Associates.

Deb Puckett & Associates was contacted by the offices of Georgia Institute of Technology to provide court reporting services for this deposition. Deb Puckett & Associates will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

Deb Puckett & Associates has no contract/agreement to provide reporting services with any party to the case, any counsel in the case, or any reporter or reporting agency from whom a referral might have been made to cover this deposition. Deb Puckett & Associates will charge its usual and customary rates to all parties in the case, and a financial discount will not be given to any party to this litigation.

Debera J. Puckett, CCR# B1188                      March 30, 2011

20  
21  
22  
23  
24  
25

328

1 INDEX OF EXAMINATION

2

3 WITNESS: PATRICK JENKINS

4

Examination by Mr. Frankel 331

5

6

7 WITNESS: MARK ALLEN, Ph.D.

8

9 Examination by Ms. Mick 384

10 Examination by Mr. Frankel 391

11

12 WITNESS: GARY MAY, Ph.D.

13

14 Examination by Ms. Mick 444

15 Examination by Mr. Frankel 447

16 Examination by Chairman McGinnis 473

17

18 WITNESS: GARY SCHUSTER, Ph.D.

19

20 Examination by Ms. Mick 474

21 Examination by Mr. Frankel 479

22 Re-examination by Ms. Mick 493

23 Examination by Panel Member Viney 495

24 Re-examination by Mr. Frankel 495

25

329

1 APPEARANCES OF COMMITTEE MEMBERS:

2 Leon McGinnis, Ph.D -- Chair  
3 Linda Viney, Principal Research Engineer  
4 Sigrun Andradottir, Ph.D.  
5 Sean Thomas, Research Technologist II  
6 John Marshall, Esq., Panel Advisory Counsel

7 -----  
8 APPEARANCES OF COUNSEL:

9 On behalf of the  
10 Georgia Institute of Technology:

11 Kathryn Wasch, Esq.  
12 Jessica Sentz, Esq.  
13 Office of Legal Affairs  
14 Georgia Institute of Technology  
15 760 Spring Street, Suite 324  
16 Atlanta, Georgia 30308

17 Rebecca S. Mick, Esq.  
18 Senior Assistant Attorney General  
19 Georgia Department of Law  
20 40 Capitol Square  
21 Atlanta, Georgia 30334

14 Also present: Patrick Jenkins, Associate Director of  
15 Internal Auditing, Client Representative

-----

16 On behalf of Joy Laskar, Ph.D:

17 Craig M. Frankel, Esq.  
18 LeAnne M. Gilbert, Esq.  
19 Gaslowitz Frankel, LLC  
20 303 Peachtree Street, N.E.  
Suite 4500  
Atlanta, Georgia 30308

21 Craig A. Gillen, Esq.  
22 Gillen, Withers & Lake, LLC  
Suite 1050  
23 3490 Piedmont Road, N.E.  
Atlanta, Georgia 30305

-----

24 Also present: Charles Steffen  
25

330

1 CHAIRMAN MCGINNIS: Just a point of  
2 information. I have at this point for the  
3 Georgia Tech side two hours and 44 minutes of  
4 questioning and for the Laskar side three hours  
5 and 32 minutes of questioning. So we have a  
6 total of seven hours and roughly 15 minutes of  
7 testimony so far. We really do need to conclude  
8 this within about six more hours of testimony,  
9 so hopefully we can do that.

10 MR. FRANKEL: I will do my best.

11 CHAIRMAN MCGINNIS: Okay. Terrific.

12 Where we left off yesterday was --

13 MS. WASCH: I had finished with  
14 Mr. Jenkins and Mr. Frankel was going to start  
15 with his cross.

16 MR. FRANKEL: Let me start with a  
17 housekeeping thing. I gave an exhibit out  
18 yesterday, 215, and it was the wrong exhibit.  
19 And actually Mr. Jenkins, you noticed it, you  
20 just didn't realize it. But can I give you a  
21 replacement exhibit. It included the \$90,000  
22 research payment paid by Sayana. It was a  
23 mistake. It just slipped my head. So I am  
24 going to hand out a replacement 215. If you  
25 could just throw away the other one. I've

331

1 already put it in your stack.

2 THE WITNESS: Oh, is this my  
3 stack?

4 MR. FRANKEL: Yeah. Don't worry about  
5 it. When I was talking about the \$499,000 and  
6 asking him questions regarding it, that is what  
7 this exhibit was supposed to show. And if I

8 made an error, I apologize.

9 MR. MARSHALL: Oh. And he pointed out  
10 that first payment.

11 MR. FRANKEL: Yeah. And when I  
12 couldn't figure out what he was saying and I  
13 told you I would go back and try to figure out  
14 what he was saying, it turns out that he was  
15 right. That was the proof of the \$90,000  
16 contribution. It was not proof of the payments  
17 on the chips. So with that clarification, I  
18 will go on.

19 EXAMINATION

20 BY MR. FRANKEL:

21 Q You had mentioned yesterday that,  
22 looking at Exhibit GT1147 that you could see that  
23 Sayana got electronic access to use the CAD, the  
24 Cadence CAD.

25 Remember that?

332

1 A Can I see Exhibit GT1147, please?

2 Q Sure. It's in the notebooks, the yellow  
3 notebook.

4 (Discussion ensued off the record.)

5 Q (By Mr. Frankel) It was GT1147. And you  
6 said based on GT1147, you knew that Sayana had  
7 electronic access and was using the Cadence, or CAD  
8 tool, the design tool, right?

9 A GT1147.

10 Q Yes.

11 A Let's see. This was one of the items that,  
12 this was an e-mail.

13 Q I'm not asking --I just want to know if  
14 that, that you concluded based on GT1147 and GT1153  
15 that Sayana was using the Cadence CAD tool.

16 A Yes. Based on this information on, on  
17 GT1147 and GT1153.

18 Q Did you pull up logs for the other  
19 companies that had electronic access to the CAD  
20 tools, other GEDC companies, industry  
21 representatives?

22 A I did not.

23 Q For example, did you know that Samsung had  
24 it and Quellan had it and Intersil had it and JMD had  
25 it and G-Tronix had it and VT Silicon had it and

333

1 Axion had it? Did you find that every single GEDC

2 member had electronic and actual access to use the  
3 Cadence tool? Did you do that? Did you check on  
4 that, yes or no?

5 A Yes. In Samsung's case, yes, we did. And  
6 we were instructed by David Webb of ECE that Samsung  
7 had their own licensing agreement. As far as the  
8 other companies you mentioned, I did not.

9 Q Did you look at the log because it's  
10 the same thing to do. In fact, we actually asked  
11 for the log in the Open Records. Did you look at  
12 the log that showed that each of the employees  
13 for these GEDC companies were using the Cadence  
14 machine?

15 A I only looked at the log for the Sayana.

16 Q You would agree with me that that's a  
17 significant point, that if every single GEDC member  
18 had access to computers and the Cadence CAD machine  
19 that they needed or other laboratory equipment, that  
20 the fact that Sayana also had it, that would be  
21 significant, right?

22 A If I were auditing those others, then that  
23 would be significant. I was directed to --

24 Q You were directed to.

25           A    I was directed to look at Sayana.

334

1           Q    The GEDC membership agreement, did you look  
2   at that? The bylaws?

3           A    I looked at the bylaws, yes.

4           Q    And the bylaws authorize in the GEDC's  
5   discretion, it says GEDC. It doesn't actually use  
6   the word director. It says GEDC says that the GEDC  
7   can determine whether people had access and use of  
8   equipment. It says access to equipment and then says  
9   on the second column that, paying for equipment. If  
10   the GEDC allows for people to have access to  
11   equipment and all the GEDC members have access to the  
12   Cadence CAD machine and other machines. isn't that  
13   relevant to whether Dr. Laskar was doing something  
14   wrong?

15          A    I would have to take another look at the  
16   bylaws. Can I do that, please?

17          Q    No. I just want to know whether you  
18   did.

19          A    Could you repeat the question then? It  
20   was --

21          Q    Did you look at the bylaws and look at,

22 to see that the GEDC can allow access to facilities  
23 and resources and then compare to see what access  
24 and resources were provided to other GEDC members?

25 A I was, again I was not directed to look at

335

1 other GEDC members. I was directed to look at  
2 Sayana.

3 Q So you did not look at the policy and  
4 standard and practice for the GEDC utilizing  
5 computers and space and the Cadence CAD machine  
6 and other design tools, you didn't look at that,  
7 did you?

8 A No. I was not directed to.

9 Q Not directed to. Okay.

10 Did you have an opportunity to see whether  
11 any other person -- let's put Samsung to the side for  
12 a second -- that anyone other than Samsung had a  
13 license to use the Cadence machine? The Cadence  
14 design tool?

15 A Anybody other than Samsung?

16 Q Yes.

17 A Well, it was Georgia Tech's license, so  
18 Georgia Tech could use it.

19 Q Obviously Georgia Tech could. Did you see  
20 whether any of the other GEDC members, whether it be  
21 Quellan or Intersil or JMD or G-Tronix or Panasonic  
22 or Fujitsu, did you see that?

23 A I was not directed to look at those,  
24 no.

25 Q Did you actually see a separate license

336

1 for Samsung to use the Cadence machine at Georgia  
2 Tech?

3 A I was, I did not see one. I was instructed  
4 that there was one.

5 Q Okay. But you've never seen one and you  
6 have no evidence that there is a special rule for  
7 Samsung, do you?

8 A I do not, no.

9 Q And you do know, you have been to the TSRB  
10 building, haven't you?

11 A Once or twice.

12 Q Once or twice. And you do know, don't you,  
13 that the TSRB building has space in it for G-Tronix,  
14 had space in it for Teypl and Terabit and Quellan.  
15 Had space in it for Agilent and Microsoft. Had space

16 in it for Neuromorphix, Whiper, Ciena, OFS. Had  
17 space in it for Panasonic and Fujitsu and others.  
18 You knew there was space that was being used either  
19 in the laboratory area or in office area specifically  
20 set aside for these GEDC industry or start-up  
21 companies, right?

22 A I didn't know that there was office space  
23 set aside for those people. Or I'm sorry, those  
24 companies. I knew that some of them had agreements  
25 with ATDC for the Synergy building. But whether

337

1 specifically they were in TSRB, I didn't know. I was  
2 not directed to look at that.

3 Q Okay. So the truth is, you have no  
4 evidence and you are not aware of any lease or  
5 contract for any of these industry companies that  
6 I've mentioned or start-up companies that exist that  
7 are on the maps, in fact, they're probably on the, I  
8 don't know this, but they're probably on the thing  
9 downstairs where you look and see who is in the  
10 building. I'll show you some maps in a minute.

11 That --

12 I would like to just draw your attention to

13 Exhibit 42. Let's just close the loop. Exhibit 42  
14 is a map of the TRSB building. And as you look  
15 through it, it is very hard to read. So I am going  
16 to show you an old thing I have from Hamilton Review  
17 Services which shows my age, it's 25 years old, a  
18 magnifying glass for anybody who would like to use  
19 it. But as you look at these maps, you can see space  
20 designated for G-Tronix, Teypl, Terabit, Quellan,  
21 Agilent, Microsoft, Neuromorphix, Whipper, Sienna,  
22 OFS. You can see the space as you flip through the  
23 various pages of the TSRB building.

24 Are you aware, do you have any evidence to  
25 show that any of these companies, start-ups and

338

1 industry GEDC members, has a lease or a contract that  
2 could pay for that space?

3 A I'm not aware of any because I was not  
4 directed to look into those.

5 Q Well, I actually asked for that in the Open  
6 Records request. I got two boxes of invoices. I  
7 couldn't find a single invoice. I couldn't find a  
8 single invoice for utilization of CAD machines or  
9 laboratory space. I couldn't find a single invoice

10 for the utilization of Georgia Tech and GEDC  
11 computers on site.

12 Do you have any evidence that shows that  
13 those members had contracts or were billed at a cost  
14 center or anything else for utilization of the space,  
15 the computers, the CAD machines, the laboratory  
16 equipment? Do you?

17 A No, sir. I was only directed to look at  
18 Sayana.

19 Q So you weren't directed to look at them,  
20 were you?

21 A No, sir. As I said, I was directed to look  
22 at Sayana.

23 Q I draw your attention to Exhibit 1138,  
24 GT1138. We are going to go over basically a lot of  
25 the exhibits that you used in your direct.

339

1 Were you familiar with a company  
2 Agilent? It's a national company that had space  
3 at the GEDC.

4 A Vaguely.

5 Q And they actually went and had a CAD lab at  
6 GEDC and access to the CAD tools, where they could

7 use the Georgia Tech CAD tools as part of their own  
8 CAD lab.

9 Do you recall that?

10 A I recall something about that in, I believe  
11 the 2009-2010 time frame. There were some  
12 negotiations there.

13 Q You do realize that they don't pay  
14 for that? There's no lease or cost center or  
15 anything for Agilent to have that CAD lab at TSRB  
16 building in the GEDC space. You do know that, don't  
17 you?

18 A If you say so. I, I don't know it.

19 Q But you do know they have the space?

20 A I know there's something there with  
21 Agilent, but I think they have labs and I think this  
22 was something that was negotiated. But I don't have  
23 firsthand knowledge of it.

24 Q And you don't have any evidence that in  
25 that CAD lab used by Agilent which uses Cadence and

340

1 other CAD tools that they are billed or there's a  
2 lease or there's a contract? You don't have any  
3 evidence of that, do you?

4 A Not to my knowledge, no.

5 Q You mentioned in your direct examination  
6 that you reviewed the documents of incorporation for  
7 Sayana, didn't you?

8 A I looked over them, yes.

9 Q Did you look over the subscription  
10 agreement and the other documents that were part of  
11 the incorporation?

12 A The subscription agreement?

13 Q Yes. When GTRC got a five percent share as  
14 part of its agreement with Sayana, there was a  
15 subscription agreement that was signed.

16 Did you look at that?

17 A That's not, that was not part of my review,  
18 no, sir.

19 Q So you can't say that, whether or not the  
20 subscription agreement included a description of the  
21 ownership and who were the officers and directors and  
22 owners of Sayana?

23 A Looking over that, I, I saw that. I  
24 believe Dr. Laskar and Dr. Pinel were, were mentioned  
25 as owners and that GTRC had a, a five percent share.

1 I believe that's what it said.

2 Q Well, the reason I ask that question is you  
3 said you went to the GTRC, that GTRC had copies of  
4 the documents of incorporation that you reviewed.  
5 And so when you were reviewing, that, I am curious  
6 whether you reviewed the subscription agreements and  
7 the other things that would have been attached for  
8 GTRC.

9 A I didn't review that in-depth, no. I just  
10 verified who, who, who the players were.

11 Q I want to draw your attention to the  
12 e-mails of GT1040 and GT1041. They talk about access  
13 for ETRI. Okay?

14 You were aware, were you not, that there  
15 was a separate research contract for ETRI that was  
16 funded separately that ETRI had with the GEDC in  
17 addition to the relationship with Sayana? You were  
18 aware of that, weren't you?

19 A I was aware that Dr. Laskar had two  
20 separate contracts, research contracts with ETRI  
21 through the GEDC.

22 Q Not separate research contracts. I'm not  
23 talking about those. There were actually four over a

24 period of time. We looked at them yesterday and you  
25 showed them to us.

342

1 A The ones that I reviewed, I was aware that  
2 he had one in 2007 and 2008 specifically with ETRI.  
3 I believe it was for radio frequency.

4 Q You did understand that there was a  
5 separate research contract that was actually funded  
6 by ETRI where the money went to the GTRC.

7 Did you know that?

8 A There was, I believe it was about  
9 \$130,000.

10 Q Okay. And through that contract, ETRI got  
11 access to the GEDC just like other sponsored research  
12 partners, right?

13 A I would have to go back and look at the  
14 details, but if you say it's in those contracts, then  
15 it's --

16 Q Well, a research contract, a sponsored  
17 research contract for a sponsored industry has access  
18 to the GEDC. That's part of their normal contract,  
19 isn't it?

20 A If it is spelled out in the contract, I

21 believe it is.

22 Q You do understand, don't you --

23 CHAIRMAN MCGINNIS: Do we have a,  
24 is that contract part of the evidence  
25 here?

343

1 MR. FRANKEL: No.

2 CHAIRMAN MCGINNIS: So if  
3 it's spelled out in the contract, but  
4 we don't have the contract here in front of  
5 us?

6 MR. FRANKEL: Nor do I because  
7 it wasn't produced even though we asked  
8 for every single contract between every  
9 single GEDC person and Georgia Tech.  
10 I can't give you something that was not  
11 produced.

12 MS. WASCH: Georgia Tech and GTRC are  
13 not the same.

14 MR. FRANKEL: I asked for GTRC and  
15 when we look at the GTRC website, it says it's  
16 an affiliate. In fact, that's what was put  
17 on Jilda Garton's website on the Georgia Tech

18 website. Jilda Garton, who is the head of the  
19 GTRC is listed as an officer, a direct report  
20 to Georgia Tech. And she says, and I quote,  
21 that GTRC is an affiliate, unquote, of Georgia  
22 Tech. So if we send an Open Records Request to  
23 Georgia Tech, I would imagine that we should get  
24 the GTRC documents regardless of any  
25 distinctions.

344

1 Q (By Mr. Frankel) My next question is you  
2 are aware that lots of people, lots of people came  
3 and observed demonstrations in the lab at Georgia  
4 Tech, weren't you?

5 A How do you define lots of people? I mean  
6 is it hundreds of thousands?

7 Q Well, there were ten or 15 industry  
8 visitors every month to the GEDC, weren't there? In  
9 your interviews and you talked about the interviews  
10 in the audit, you would find that Intersil came,  
11 Texas Instruments came, Panasonic came, lots of  
12 industry members came and observed demonstrations of  
13 the GEDC.

14 That is what the interviews show,

15 right?

16 A If that's what you mean as lots, then  
17 yes, those, those --

18 Q More than ten a month, right?

19 A I don't have their access logs about  
20 who came, but if you are saying that folks  
21 came --

22 Q Fair question. Did you look at the access  
23 logs when you were concluding that Georgia Tech, I  
24 mean that Dr. Laskar did something wrong by having  
25 ETRI attend two times and observe things two times,

345

1 which is what you were talking about yesterday. Did  
2 you look at the logs of visitors to see how many  
3 other GEDC industry members visited or observed? Did  
4 you do that?

5 A No. But that's not where --

6 Q You weren't asked to do it, right?

7 A I wasn't asked to do that, but I believe  
8 that is not where the, I believe you are referring to  
9 Phil Hurd's testimony and not mine.

10 Q No. I'm really saying that you weren't  
11 asked to do that, were you?

12 A I was not asked to do that, no.

13 Q I mean so, for example, you didn't know  
14 that Panasonic was doing this over time, sending  
15 people to observe on nonrestricted money? They were  
16 observing the students coming in and doing reviews,  
17 observing the chips that were created. You didn't  
18 know that?

19 A I don't recall any direct --

20 Q I can find that out if I looked at the logs  
21 to see who came in and out of the building, couldn't  
22 I?

23 A If they kept that information, then  
24 yes.

25 Q Okay. But that information you don't have,

346

1 do you?

2 A I don't.

3 Q And --

4 A Do you have the logs so that I can look?

5 Q No. Again, I asked for them and they  
6 haven't been produced.

7 A Okay.

8 Q Fujitsu and Microsoft and Intersil also

9 sent industry representatives on nonrestricted  
10 grants, went through the Georgia Tech Foundation  
11 where they came and observed and got to see the  
12 conclusions of the research by the students.  
13 Actually went to the reviews with the students to  
14 find out what it was that was done and got copies of  
15 all their research that was done using the laboratory  
16 and all of their measurements. This was for Fujitsu,  
17 Panasonic, Microsoft, Intersil, Cypress and Texas  
18 Instruments.

19 Did you see anybody else, when you were  
20 doing your research and going over your forensic  
21 review of the records, did you observe that other  
22 people were coming in and using the research of  
23 students on nonrestricted GTS grants?

24 A Did I observe that they were using the  
25 research?

347

1 Q Did you see any documents that would show  
2 that they were having that kind of access?

3 A If they said they came and visited, if you  
4 are saying that they came and visited, I haven't seen  
5 any, any e-mail to that detail. And records to that

6 detail.

7 CHAIRMAN MCGINNIS: I think we are  
8 convinced that a lot of people, a lot of  
9 companies were coming to GEDC to observe  
10 presentations at the center.

11 MR. FRANKEL: And using --

12 CHAIRMAN MCGINNIS: And it's not an  
13 unusual thing for research centers at Georgia  
14 Tech.

15 MR. FRANKEL: And to give them access  
16 to research and --

17 CHAIRMAN MCGINNIS: Access to results  
18 that, to the public --

19 MR. FRANKEL: I will move on.

20 CHAIRMAN MCGINNIS: -- domain. So I  
21 think we have that point.

22 THE WITNESS: May I answer a question  
23 that was asked, though, since --

24 Q (By Mr. Frankel) Let me ask the questions.  
25 I will ask the question eventually.

348

1 Do you know whether these same companies  
2 like Fujitsu and Panasonic and Microsoft also used

3 CAD tools?

4 A I don't know if they did or not. I was not  
5 directed to look at that.

6 Q And the only way we would know that they  
7 didn't is by going to, for example, the logs?

8 A I would believe that would be one way to do  
9 it.

10 Q And you could prove me wrong simply by just  
11 doing that, right?

12 A If I knew what the, if I knew who the  
13 employees were and knew who the users that were,  
14 supposedly had access. If those users are listed in  
15 the log files, then we could identify that. Again, I  
16 was instructed to identify Sayana users.

17 Q You are aware that Sayana, in part of your  
18 review of the records that Sayana paid for \$170,000,  
19 or excess of \$170,000 of co-op time in the 2007  
20 through 2009 time frame?

21 You're aware of that, aren't you?

22 A I am aware that Sayana provided co-ops  
23 to several of Dr. Laskar's students. And how,  
24 what the exact number of that is, I'm, I'm not  
25 sure.

1           Q    I am going to hand you what has been  
2 marked Exhibit 237. These are copies of W-9s that  
3 came off of the computer hard drive that we got  
4 from Georgia Tech. If you add them up, they come to  
5 about \$278,000 of co-op students that were paid by  
6 Sayana.

7                   Do you have any evidence to show that the  
8 170 plus thousand dollars of co-op students paid by  
9 Sayana isn't true?

10           A    Not at all. I'm sure they, if, if these  
11 documents say that, then I am, I'm sure that Sayana  
12 did pay co-op students to, to work for them.

13           Q    No, not to work for them. These are  
14 Georgia Tech co-op students whether they worked for  
15 them or not.

16           A    I understand, but Sayana paid the students.

17           Q    That's all I want to know, that Sayana paid  
18 the students. That's an in-kind contribution, isn't  
19 it?

20           A    That is not an in-kind contribution.

21           Q    By paying for students, it is not an  
22 in-kind contribution?

23           A    It is not because the students are paid  
24 directly. Georgia Tech is not paid on an, this is  
25 not an in-kind contribution. Not according to the,

350

1 to the co-op office.

2           Q    Well, you do understand that other  
3 companies that made in-kind contributions paid for  
4 co-ops as well. And that was perfectly acceptable  
5 for Texas Instruments, Cypress, Microsoft, Intersil,  
6 all through the GEDC nonrestricted grants that  
7 they gave, part of the numbers when they said  
8 we're contributing to our membership and we're  
9 contributing to the Georgia Tech Foundation, they got  
10 credit for the co-op they paid for as an in-kind  
11 contribution.

12                    You saw that, didn't you?

13           A    Can I, let me, can I analyze your  
14 question?

15           Q    Sure.

16           A    Okay. You, you said that, that Texas  
17 Instruments and these other companies gave money to  
18 the Foundation which was used as an in-kind  
19 contribution.

20 Q Yes.

21 A I believe that would be at the discretion  
22 of the director. To use those, if the funds are  
23 unrestricted, that is fine.

24 Co-ops are not unrestricted funds. Co-ops,  
25 money given to the co-op office by companies is paid

351

1 directly to students and, therefore, it is not an  
2 in-kind gift.

3 Q The GEDC membership agreements for Texas  
4 Instruments and Cypress and Microsoft and Intersil  
5 explain that they would use a certain amount of  
6 dollars and they would pay co-op expenses directly.  
7 Not through the co-op office, but pay it directly as  
8 part of their membership expenses.

9 You saw those GEDC membership agreements,  
10 didn't you?

11 A No, I didn't because according --

12 Q You weren't asked to?

13 A No. We looked for them. They did not  
14 exist. According to Chris Evans, they were not  
15 available. We looked for all the membership  
16 agreements.

17 Q The GEDC membership agreements, the GEDC  
18 membership agreements were sent to the Georgia Tech  
19 Foundation.

20 Did you ask the Georgia Tech Foundation for  
21 copies?

22 A The Georgia Tech Foundation did, to my  
23 understanding did not receive membership agreements.  
24 They received a letter explaining the gift to them,  
25 but not a membership agreement.

352

1 Q And you showed us yesterday a trail  
2 when you wanted to get BAE to sign a membership  
3 agreement and then they wanted to get Qualcomm  
4 which didn't happen, there was e-mails back and  
5 forth.

6 In your forensic review, did you see the  
7 e-mail trails that related to BAE or Texas Instrument  
8 or Cypress or Microsoft or Intersil that set out the  
9 terms? I mean you said you couldn't find them, but  
10 they are on the computer if they are exchanged,  
11 aren't they?

12 A I have not, we specifically looked for all  
13 membership agreements that we could find in the

14 e-mail. The ones that we were able to find were the  
15 BAE ones. I believe there was one for Fujitsu.  
16 There were several, I could not find the ones for  
17 Texas Instrument.

18 Q And I am right, am I not, that you did not  
19 find any evidence of manipulation or destruction of  
20 the computers by Dr. Laskar?

21 A Manipulation of the computers?

22 Q Where they were trying to change the data  
23 or hide the data or take things off the computers to  
24 trick you.

25 You didn't find any evidence of that, did

353

1 you?

2 A We did forensic analysis on the hard drives  
3 and I haven't seen any evidence to support that  
4 anybody manipulated electronic data on the computers.  
5 That being said, if you --

6 Q That was my question. I appreciate it.  
7 Thank you.

8 The BAE agreement that you did see,  
9 doesn't it specifically mention that they will use  
10 interns and pay for interns as part of their GEDC

11 membership contract? The one you actually did  
12 review?

13 A Can we take a look at it?

14 Q Let me try to find a number for you and  
15 I'll show it to you. I don't have them all  
16 memorized, I'm afraid.

17 Can I draw your attention to the, I want to  
18 draw your attention to Exhibit GT617.

19 A Is this the Georgia Tech?

20 Q Georgia Tech. I am going to stick to  
21 Georgia Tech unless I tell you otherwise. GT617.  
22 You talked about this yesterday, the four-year  
23 contract kind of, you know, broken into four years,  
24 but a long-term contract with ETRI talking about the  
25 concept of building blocks?

354

1 A GT617. This is ETRI's letter where  
2 ETRI is describing their relationship with  
3 Sayana and their collaborative research  
4 agreement.

5 Q Right. my question is, you've already  
6 read the letter pretty much out loud yesterday.

7 My question is that it talks about the

8 building blocks, right?

9 A In the second paragraph, the proof of  
10 concept in building blocks.

11 Q And am I correct that the chips that  
12 were provided to ETRI were the building blocks,  
13 they weren't the final product? Or do you not  
14 know?

15 A The building blocks were towards  
16 the final product. That would represent Sayana's  
17 R&D.

18 Q That's not my question. These are building  
19 blocks, what they say, building blocks with the  
20 integration of a complete miniature chip system.  
21 These were building blocks. There had no, no  
22 integrated miniature chip system had been designed  
23 and exists, does it? These are just the building  
24 blocks that lead up to it, right?

25 A That's what this letter says.

355

1 Q And you have no evidence to the contrary,  
2 do you?

3 A That these chips were building blocks  
4 leading to a final product?

5 Q They were prototypes and building blocks,  
6 but they were not the final product that could be  
7 resold.

8 A Well, I don't know if it couldn't be  
9 resold, but these, it says these were the building  
10 blocks.

11 Q I want to draw your attention to GT1150,  
12 the charts that you saw. These are the charts of all  
13 of the chips, the pictures.

14 A The CMOS development history?

15 Q Yes.

16 A Okay.

17 Q These were presented to the GTRC and to the  
18 Foundation and to VentureLab to show all of the 60  
19 gigahertz designs that had been done in the design  
20 center; isn't that right?

21 A I don't know if it was presented to them or  
22 not.

23 Q Where did you get this because this,  
24 and I understand it has a Sayana Wireless on  
25 there.

356

1 A This came off a Georgia Tech computer.

2 Q It came off a Georgia Tech computer, but  
3 didn't you also see the related e-mails where it was  
4 sent out to VentureLab, where it was sent out to the  
5 GTRC as part of their reviews, their annual reviews  
6 to show what type of 60 gigahertz research was being  
7 done at Georgia Tech's Design Center?

8 A I saw several presentations that were  
9 sent to, to GEDC. I don't believe this was among  
10 them.

11 Q Do you have any evidence to show that GTRC  
12 did not receive this?

13 A No, I don't.

14 Q Did you ask GTRC did you receive this  
15 evidence?

16 A No, I did not.

17 Q Did you ask Dr. Allen or anybody else as  
18 part of your oversight of the GEDC, did you see the  
19 development, the entire development of 60 gigahertz  
20 design?

21 A I never interviewed Dr. Allen, so no, I did  
22 not.

23 Q As part of your conclusion that Sayana was  
24 paying for a hundred percent of certain employees,

25 you pointed to some charts. Let's just look at a

357

1 couple of those, all right? Let's look at the chart  
2 on Page GT1101.

3 A GT1101 is the SPD for fiscal year  
4 2009.

5 Q All I want you to do is look at it.  
6 I'll ask the questions, you've already identified  
7 them all.

8 Do you see it?

9 A It is for Dr. Pinel.

10 Q It is for Dr. Pinel. And you see one  
11 column says student research, and that's paid for  
12 by the University. That is Foundation money,  
13 isn't it? That is Foundation money, right?

14 A The second column --

15 Q Yes.

16 A -- or the third column? GTF. That is a  
17 Foundation account.

18 Q And then the first column unrestricted,  
19 what is that?

20 A That is a 100 level account. That is a  
21 State fund account.

22 Q State fund account.

23 Is Dr. Pinel allowed to do outside  
24 consulting?

25 A I believe as a faculty member, he is

358

1 allowed to do one day a week outside consulting.

2 Q And do you know, and if it is outside  
3 consulting, am I right that the outside consulting  
4 would not show up on Georgia Tech's compensation  
5 forms?

6 A No. We would certainly not pay him for  
7 outside consulting.

8 Q So when you say that it shows that  
9 100 percent of his time was used, all you are showing  
10 is when, in these salary planning and distribution  
11 plans, what the salary was paid for by Georgia Tech,  
12 it is not showing the salary that was paid for by  
13 outside consultants, is it?

14 A This just shows what he was paid for by  
15 Georgia Tech.

16 Q And that would also apply to students  
17 that worked outside of Georgia Tech. If they were  
18 not been paid for by Georgia Tech, it is not going

19 to show up on a report for Georgia Tech dollars, is  
20 it?

21 A I don't think so.

22 Q Okay. So if Sayana was paying, for  
23 example, for the students that worked on ETRI, then,  
24 and the people that were identified, the co-ops or  
25 whatever, that is not going to show up on any of

359

1 these invoices, right?

2 A The co-ops might because the co-op program  
3 uses the same Georgia Tech financial system. So that  
4 might show up.

5 Q But if they were paid for by Sayana rather  
6 than paid for, or paid for by ETRI or somebody else,  
7 if they were paid for directly by Sayana, for  
8 example, the 170,000 plus what I've just shown you,  
9 those 1099s didn't come through Georgia Tech, did  
10 they?

11 A No. The 1099s, I believe, as you pointed  
12 out, came from Sayana. But if, if the payments were  
13 for the co-op, that would have gone through the co-op  
14 office and I, I believe it would show up somewhere in  
15 Georgia Tech's financial system.

16 Q But you can't show me here today a single  
17 one of these spreadsheets that shows a co-op student  
18 being paid for by Georgia Tech in relation to ETRI,  
19 can you?

20 A Let's see. No, I believe I can't. I don't  
21 believe that is in these documents.

22 Q And so if -- did you contact anybody to  
23 understand what the word load meant? In the ETRI  
24 contract where it said percentage of load, 50  
25 percent, 10 percent, 100 percent, whatever.

360

1 Have you inquired what the word load meant  
2 to anybody?

3 A I thought it was self-explanatory.

4 Q You assumed it meant a hundred percent  
5 of their time available 24/7. And that, and  
6 when it said a hundred percent, it meant every  
7 single working hour of their day, that's what load  
8 meant?

9 A That's what the contract said.

10 Q No, the contract didn't define load, did  
11 it?

12 A Well, I think it defined load. It said

13 load 100 percent.

14 Q Okay. But in order to understand that, we  
15 have to understand what load means, don't we?

16 A Well, if, can we look at the contract  
17 again?

18 Q Yes. I don't see a definition of load, but  
19 look at it, sure.

20 CHAIRMAN MCGINNIS: Which exhibit is  
21 that?

22 THE WITNESS: We can look at the 2008  
23 contract. Let me see if I can find that. This  
24 was -- let's see.

25 CHAIRMAN MCGINNIS: Where are you?

361

1 THE WITNESS: We can, we can look at  
2 the, the very first ETRI contract which is on  
3 GT0187.

4 MR. FRANKEL: I'm sorry.

5 THE WITNESS: GT0187 which is the, I  
6 believe this is the statement of work section  
7 for the Sayana-ETRI 2006 contract, the, the very  
8 first contract.

9 Q (By Mr. Frankel) Does it define load?

10           A     What it does is it, it shows the team  
11 members on both ETRI and Sayana. And we see  
12 Dr. Laskar at 10 percent, we see Dr. Pinel at a  
13 hundred percent load. It says Dr. Laskar being a  
14 faculty member is also allowed to do 10 percent  
15 consulting as a faculty member. That would be in  
16 line with his load at Georgia Tech.

17           Q     So if this was defined as Georgia Tech  
18 load that would make sense. I'm asking is there  
19 anything in this document that defines the word  
20 load?

21           A     I don't see that it does.

22           Q     It is entirely possible, is it not, that  
23 the word load means the time available that you are  
24 going to be working -- that you are, your available  
25 work time, whether it is one day a month or two days

362

1 a month, that this is a percentage of your available  
2 work time.

3                     It is entirely possible, isn't it?

4           A     Is it possible?

5           Q     Do you have evidence to the contrary other  
6 than your own conclusion that you define load in a

7 certain way?

8 A I define load through Georgia Tech's method  
9 of load. If somebody asked me on Georgia Tech load,  
10 how is that being interpreted, that's how it would be  
11 interpreted. So I don't have ETRI's interpretations  
12 of load.

13 Q Did you ask anybody at ETRI or anybody  
14 who signed this contract what the definition of load  
15 was?

16 A We were, our office was instructed not to  
17 contact ETRI.

18 Q Well, there were other people who were  
19 on this contract, were they not? For example,  
20 Dr. Laskar and Dr. Pinel is on it. Dr. Lim is  
21 on it.

22 A Yes.

23 Q Saikat Sarkar, Sen Padmanava --

24 A Uh-huh (affirmative).

25 Q Did you ask any of them what the concept of

363

1 load meant and how much time they were working on,  
2 whether this was referring to only their available  
3 load that was the outside consulting versus what they

4 could do for Georgia Tech? Did you ask them?

5 A Yes.

6 Q What did they say?

7 A Dr. Lim said --

8 Q No. Let me rephrase that. Show me where  
9 they said it. Don't tell me from your memory. There  
10 are transcripts and notes. Tell me what transcript  
11 and note I could see that would say that they said  
12 anything different than that was their available  
13 workload.

14 A The transcripts and notes that you are  
15 asking me about were GBI work product and, therefore,  
16 they are not available in this, in this hearing. The  
17 GBI --

18 Q Then stop. If I'm not allowed to see  
19 it, then you can't testify about it either.

20 So you can't point to any document that we  
21 can show these Committee members that says any  
22 definition of load different from the one I said,  
23 can you?

24 A I cannot point to a document in this  
25 hearing.

1 Q Okay. Excellent.

2 You did understand, did you not, did you  
3 find out that actually not only did Agilent use CAD  
4 tools, but Agilent actually purchased one for the  
5 center to be used by Agilent and other industry  
6 members. They were actually the donor of one of the  
7 CAD tools and it was put in the equipment for the use  
8 by Agilent as part of the Cadence tools and other CAD  
9 tools to be used by the industry. It was actually  
10 donated by Agilent.

11 Did you know that?

12 A I believe that was in the 2009, 2010 time  
13 frame, yes.

14 Q That everyone was allowed access to it.  
15 They didn't do it to do it in their own where they  
16 could only use it. They actually put it in GEDC for  
17 use by all industry members.

18 A After 2009, 2010, I believe that is  
19 correct.

20 Q It actually says it was donated in 2007,  
21 not 2009. Are you sure you couldn't have made a  
22 mistake on that one?

23 A I may have. Can I see that document,

24 please?

25 Q I am looking at a sticky, and no, I am not

365

1 going to show you my client's sticky.

2 A No, but you, you said there's, but you said  
3 there's a -- right. I don't want to see your  
4 client's stickies either.

5 Q I am not looking at any document. I'm  
6 looking at my notes. I'm just looking at my notes.

7 A But if you are saying it was donated in  
8 2007, can I see some evidence of that?

9 Q Well, you were using your memory for 2009.  
10 I obviously have no personal knowledge and I'm saying  
11 is it possible for 2007 because that's my client's  
12 memory. And the answer's if you remember, yes, if  
13 you don't, you don't.

14 CHAIRMAN MCGINNIS: Let's move on. If  
15 we don't have any evidence of about when this  
16 happened, let's move on.

17 MR. FRANKEL: Okay.

18 Q (By Mr. Frankel) I want to draw your  
19 attention to Page GT906. That's talking about Phase  
20 1 money in the last paragraph. That's highlighted

21 26K.

22 That's Phase 1 money for VentureLab moneys  
23 that go to Sayana, right?

24 A I'm sorry, what page? Did you say GT906?

25 Q GT906.

366

1 A Where are you talking about? In the bottom  
2 paragraph there?

3 Q Yes. The 26K is this Phase 1 funds from  
4 VentureLab for Sayana, right?

5 A I believe that is what Dr. Laskar and  
6 Dr. Pinel are discussing, yes.

7 Q But you understood that VentureLab moneys,  
8 it was totally appropriate to use VentureLab moneys  
9 to prepare prototype chips and building blocks that  
10 would be sent to customers for testing. You knew  
11 that having reviewed the VentureLab documents, right?

12 A I didn't review the VentureLab documents.

13 Q Oh, you didn't. You didn't review off the  
14 computer the documents of the Phase 1 and Phase 2 for  
15 Sayana?

16 A I am not completely aware of the details.

17 Q Okay. That's fine.

18           A     The intricacies of what is allowable and  
19           what is not allowable.

20           Q     That is totally okay. You are aware that  
21           unrestricted funds donated by any source, whether  
22           it's the provost office or GRA or GTF or a donor that  
23           are unrestricted funds that went to the GEDC, they  
24           can be used for the production of prototypes and  
25           chips to be used for research or even given to

367

1           start-ups to show for testing. That's totally okay  
2           as long as they are unrestricted funds, right?

3           A     I don't believe GRA funds are unrestricted.

4           Q     There can be unrestricted funds, can't  
5           there?

6           A     I don't know.

7           Q     Well, for example, the NDP program that  
8           gave \$300,000 a year to the GEDC, they were  
9           unrestricted funds, weren't they?

10          A     I haven't looked at that. I don't know.

11          Q     And the million dollars approximately a  
12          year that came from the provost office that went down  
13          over time as unrestricted funds. It came from the  
14          provost office. They are allowed to be used for the

15 production of building blocks and prototypes and  
16 chips that can be used for research and also used to  
17 give testing chips to start-ups and to companies,  
18 right? Those are unrestricted funds?

19 A I, I, if you are answering that for me, I

20 --

21 Q You don't know?

22 A No.

23 Q I want to draw your attention to Exhibit  
24 GT908. Because they're talking about the funding of  
25 tape runs. Do you know who, when they're referring

368

1 to Dr. Kim and Sangwoo, who that is referring to?

2 A Dr. Kim, I believe, is an ETRI affiliate.  
3 Sangwoo, I believe, is Sangwoo Han who is the head of  
4 FCI, who is an ETRI subsidiary, I believe.

5 Q Well, actually Dr. Kim probably is a  
6 lender. But ignoring that, this is just talking  
7 about where they're going to get the resources to  
8 pay. It has nothing to do with ETRI or anything  
9 else. It's just how are we going to get the money to  
10 pay for these chips that we paid for them, right?

11 A Well, Sangwoo is definitely related to ETRI

12 for the --

13 Q It could be an ETRI payment. There are  
14 ETRI contracts. You already reviewed them. This is  
15 just referring to how do we get the money to pay for  
16 the chips, what is the source? It's a cash flow  
17 issue, right?

18 A Yeah, there was definitely a cash flow  
19 issue here.

20 Q I want to draw your attention to the next  
21 page, GT909. You see in the middle of the page that  
22 when Stephane Pinel and Joy Laskar are talking, they  
23 say that if we don't get the funding for the old  
24 tape-outs, the July tape-out.

25 A For the July '07 tape-out, right.

369

1 Q The July '07 tape-out, then they are going  
2 to delay the July 2009 tape-out. You saw that?

3 A That's what Dr. Pinel said. There's a  
4 threat that CMP is going to block the July --

5 Q So there was a very realistic concern  
6 shared by Dr. Pinel and Dr. Laskar that there was an  
7 issue that if they don't get this payment of 50 or a  
8 hundred or a hundred and 50 or whatever it is, future

9 tape-outs will be delayed, correct?

10 A That's what this appears to be indicating.

11 Q And that was conveyed to Dr. Allen, was it  
12 not, in the document that you reviewed, that they  
13 were concerned about future tape-outs?

14 A The tape-out that I, the e-mail  
15 conversation that I reviewed with Dr. Allen said yes,  
16 this, the discussion was about a future tape-out.

17 Q I want to draw your attention to 927,  
18 GT927. And GT928. The 50,000 K in expenditures,  
19 that it was true, was it not, that unless Dr. Laskar  
20 signed that MOU, he wouldn't get the \$50,000 to be  
21 paid?

22 A You would have to ask Dr. Allen about that.  
23 I -- let's see.

24 Q Well, let me just read into the record the  
25 Defendant's, Georgia Tech's response to our request

370

1 to admit, which it can be read into the record, and  
2 response to Request No. 18 where we asked about that.  
3 And they said "Defendant admits that the approval of  
4 the release of funds for the purpose given to  
5 Dr. Allen at the time by plaintiff was conditioned

6 upon plaintiff entering into the memorandum of  
7 understanding that is referenced in this document."

8 Did, was it usual --

9 CHAIRMAN MCGINNIS: What is this?

10 MR. FRANKEL: A request to admit means  
11 that Georgia Tech has admitted evidence and I'm  
12 allowed to read it into the evidence as true.

13 MS. WASCH: It's from a separate  
14 lawsuit.

15 MR. FRANKEL: Separate lawsuit, but  
16 it's still admissible. It's Exhibit 149. I can  
17 give you a copy. Can we get the copies of the  
18 request to admit?

19 Q (By Mr. Frankel) Is it usual for, have you  
20 found in your research and your forensic work as an  
21 auditor, is it normal for a professor to be asked to  
22 sign an MOU to get a \$50,000 payment on an invoice  
23 that is predated to June of 2009 even though he is  
24 being asked in November of 2009? Is that usual?

25 A I have no idea.

371

1 Q Well, did you look into that when you saw  
2 the MOU that was attached? It is an attachment to

3 this. It is in the document you produced. But it  
4 has a date June 2009. It was the attachment that was  
5 being sent to Dr. Laskar in this entire e-mail  
6 stream, not this exact one. And it's attached, it  
7 says June 2009, you must sign it.

8 Did you find that odd at all?

9 A Did I find it odd that --

10 Q That he's being asked as a condition to  
11 getting a \$50,000 payment that he has got to sign a  
12 predated memorandum of understanding?

13 A I have no knowledge if it was predated or  
14 not, so --

15 Q Well, we can show it to you. The signed  
16 version is dated June of 2009.

17 A If you say so. I mean --

18 Q It has been already introduced into  
19 evidence.

20 CHAIRMAN MCGINNIS: And there's some  
21 dispute about whether that is a predated or a  
22 dated?

23 MR. FRANKEL: There is dispute as to  
24 whether there is a date error --

25 CHAIRMAN MCGINNIS: Yeah.

1 MR. FRANKEL: -- but it is dated June  
2 of 2009.

3 (Discussion ensued off the record.)

4 MR. FRANKEL: Oh, they're in the  
5 notebook. I'm sorry. I didn't realize it was  
6 in the notebook. It is 149 of the request to  
7 admit. I'm sorry. I was trying to hand them to  
8 you and apparently they are in the notebook.

9 Q (By Mr. Frankel) Let me draw your  
10 attention to 1039, GT1039. This is documentation  
11 between, I think you showed us what Stephane Pinel is  
12 asking for or what he should be putting in response  
13 to questions regarding Sayana.

14 It says he is a co-founder with 42 percent  
15 interest; is that true?

16 A I believe it is.

17 Q That he did not draw a salary from Sayana;  
18 is that true?

19 A I believe that is correct.

20 Q That no sponsor of research company does  
21 pay, that doesn't sponsor research. Sayana didn't  
22 sponsor research, did it? That's true, right?

23 A I don't think they did, no.

24 Q Okay. So, and that the company does pay  
25 membership for access to GT facilities based on the

373

1 model similar to Cardio MEMS, G-Tronix, Qualtre, et  
2 cetera. That is true too, isn't it?

3 A Sayana never paid for a membership. They  
4 gave a gift to the Georgia Tech Foundation.

5 Q All membership payments are paid to the  
6 Foundation, aren't they?

7 A No, that's not correct. Some, as, I  
8 believe you would have to ask Ms. Garton about that.

9 Q She did. And she said that unrestricted  
10 donations go to the Foundation.

11 Do you have any reason to doubt that?

12 A Is an unrestricted gift the same --

13 MS. WASCH: I am going to object to a  
14 mischaracterization of Ms. Garton's testimony.

15 MR. FRANKEL: She said that education  
16 members go to the Georgia Tech Foundation.

17 Sponsored memberships --

18 MS. WASCH: You said all members.

19 MR. FRANKEL: Let me rephrase it.

20 Q (By Mr. Frankel) That sponsored  
21 memberships go to the GTRC, right?

22 A Sponsored memberships go to GTRC.

23 Q Education memberships go to the Georgia  
24 Tech Foundation.

25 A I believe that's correct.

374

1 Q Okay. And we've seen the documentation  
2 that Sayana paid \$90,000 to the Georgia Tech  
3 Foundation and we have seen, though you disagree with  
4 it, documentation that they gave \$170,000 of in-kind  
5 in the co-ops?

6 A Sayana gave a gift to the Georgia Tech  
7 Foundation in February of 2009. The, Sayana's  
8 letter says this is a gift. And the co-op payments  
9 according to the co-op office are not considered  
10 in-kind contributions. Those are not my words.  
11 Those are their words.

12 Q Are they here to say that because it does  
13 sound like your words. And I'd like to, because my  
14 understanding is co-op is not paid. It is paid by  
15 the companies who pay it. And the only evidence that  
16 I have seen here today are the 1099s that show they

17 are paid. I don't see any evidence from the co-ops  
18 that say that the companies don't pay the co-ops  
19 directly.

20 Do you have any evidence for me here today?

21 A No. The co-ops do, I mean the companies --

22 Q Do you have any evidence for me here today?

23 Not what you are telling me somebody told you, but  
24 actually a document you can point to.

25 A I don't think so, no.

375

1 Q Okay. I want to draw your attention to  
2 GT74. This is a document you pulled off the  
3 computer, is it not?

4 A My book jumps from 56 to 119.

5 Q I'll just ask you the question. On GT74,  
6 Dr. Laskar was a founder of Sayana Wireless, wasn't  
7 he? That statement is true, is it not?

8 A He was a founder and chairman of Sayana  
9 Wireless.

10 Q And it was a VentureLab company, was it  
11 not?

12 A Eventually, yes, it was.

13 Q So all three of those statements are true,

14 right?

15 A Uh-huh (affirmative).

16 Q Sayana has no research program with GT,  
17 that's true as well, isn't it?

18 A That's correct.

19 Q And Sayana has an overlap of personnel, but  
20 it's hired GT alumni and has filled internships,  
21 co-ops from GT, that's true too, isn't it?

22 A That is factually incorrect.

23 Q What's the overlap of employees?

24 A Stephane Pinel, Debasis Dawn, Kyutae Lim  
25 are all Georgia Tech employees and all listed on

376

1 Sayana contracts.

2 Q They were paid by, on co-op, which is  
3 literally an internship. Dr. Pinel was not paid a  
4 salary, was he?

5 A No, that's not a co-op. A co-op for the  
6 students, you have Sarkar, Sen --

7 Q Who, those were consultants paid for by  
8 Sayana, were they not? They are not personnel. They  
9 are consultants. It's totally okay, isn't it? And a  
10 they're a consulting tie?

11 A Well, how do you define personnel?

12 Q So that's our issue is whether or not, if  
13 personnel means you're employees, I am right. And if  
14 personnel means consultants, you are right. That's  
15 what you're saying? Is that fair?

16 A If you receive some kind of payment from  
17 Sayana, then I guess you are personnel.

18 Is that fair?

19 Q I mean you are the one who is testifying.  
20 I will let you testify.

21 A So did Sayana have no overlap of personnel.  
22 I disagree with that. And has Sayana hired Georgia  
23 Tech alumni, that is absolutely true. Dr. Laskar  
24 hired his students that graduated. And has filled  
25 internships, co-ops from GT, that is absolutely true.

377

1 Q And hiring graduates is a good thing, isn't  
2 it?

3 A I would hope so.

4 Q I mean this is one of the goals, isn't it?  
5 Your idea that your students will get jobs when they  
6 leave.

7 A It is convenient if they're your students

8 that you can hire them, yeah, so you know what they  
9 do.

10 Q Okay. And they hired students in 2007 as  
11 well, weren't they? Some were hired as early as  
12 2007, weren't they?

13 A No, I believe that's incorrect. They were  
14 co-ops in 2007. Sayana Wireless did not have any  
15 employees until January 1st of 2008.

16 Q How do you know that?

17 A I know that from GBI evidence.

18 Q Any evidence here?

19 A Yes, I believe there is. There's a  
20 discussion between Dr. Pinel and Dr. Laskar about  
21 the, the employment documents that they are going to  
22 provide to the three co-op students at the time,  
23 which I believe were Sen, Sarkar and Perunama.  
24 There's evidence in --

25 Q Showing them that they were about to offer

378

1 them a job?

2 A Yes, sir.

3 Q In 2008?

4 A They were planning to graduate in December

5 of '07 and they were supposed to go on, sign with  
6 Sayana January of '08.

7 Q When we were looking at some of the  
8 projects that Dr. Pinel worked on, there was a DARPA  
9 Army project -- a DARPA Navy project that dealt  
10 with 60 gigahertz.

11 Did you see that?

12 A I saw something about that, yes.

13 Q And it was 60 gigahertz, wasn't it? It was  
14 research for DARPA related to 60 gigahertz.

15 Did you find that out or do you not know?

16 A I saw a really gross picture with roaches,  
17 with chips mounted on roaches, so.

18 Q You do understand that the DARPA grant,  
19 Navy grant that created research on millimeter waves  
20 and 60 gigahertz technology, that that information  
21 was used by lots of Georgia Tech students and lots of  
22 start-ups for research regarding gigahertz?

23 A I'm not aware that it was used by lots of  
24 start-ups. If it is a research grant, it should only  
25 be used by the contracting agency.

379

1 Q Well, actually under the Dole Act, if the

2 United States government contracts with a university  
3 even on a sponsored contract, all research must be in  
4 the public domain and can be used by anybody; isn't  
5 that right?

6 A Even from the defense research?

7 Q Yes. As long as they use a public  
8 university and they do a sponsored grant.

9 A You're the lawyer. I don't know.

10 Q And the information from the DARPA grant  
11 and the information from other grants that, the DARPA  
12 grant was a restricted grant. I mean it was done.  
13 All that information went into the public domain, the  
14 underlying research, and could be used by Dr. Allen,  
15 Dr. Laskar or anybody else, right?

16 A I have no clue about defense contracting  
17 and, and what is public domain and the, you said the  
18 Dole Act. I, I am, again, I am not a politician or a  
19 lawyer, so I, I wouldn't know.

20 Q I have kind of a funny question and then  
21 I'm going to try to wind up.

22 You went on the, when the warrant was  
23 executed on May 17th, the day that Dr. Laskar had, a  
24 meeting scheduled -- well, let's start over.

25

On May 17th you're aware that a meeting was

380

1 scheduled with Dr. Laskar to go over the results of  
2 the audit, right?

3 A I was aware there was a meeting scheduled  
4 with Dr. Laskar. I'm not sure of the contents of  
5 that meeting.

6 Q That meeting didn't actually happen.  
7 Instead, there was a warrant execution and he was  
8 suspended without pay, right?

9 A I believe the meeting did happen. It was  
10 scheduled to happen in internal auditing's office.  
11 You would have to ask Phil Hurd for the contents of  
12 that meeting, but I believe he was there.

13 Q Okay. But you attended the warrant  
14 execution, didn't you?

15 A I was asked by the GBI and the attorney  
16 general's office to accompany the GBI agents on that  
17 warrant.

18 Q Why?

19 A Because I was, according to them, I was  
20 familiar with the information. I was familiar with  
21 Chris Evans. I was familiar with the, the rough

22 layout of the, the fourth floor -- I mean the fifth  
23 floor.

24 Q So you accompanied them wearing a  
25 bulletproof vest.

381

1 Were you scared that Dr. Laskar was going  
2 to hurt you?

3 A I wish I had a bulletproof vest. No, sir,  
4 I was not issued a vest.

5 Q You were wearing a Kevlar jacket, weren't  
6 you?

7 A I was not -- no, sir. I was wearing a, a  
8 suit and a red tie which was frankly quite hideous.

9 Q So the pictures on WSB, Richard Belcher  
10 where you're wearing a Kevlar vest when you came out  
11 of the building with the GBI agents with the words  
12 GBI on them, I just imagined that?

13 A No. No, sir. I was wearing a coat and  
14 tie. And matter of fact, I was, the GBI had their,  
15 their vests on and their guns drawn and I really did  
16 not want to get between anybody. I was doing, and I  
17 am a big person, so I am an easy target. So I  
18 didn't, I didn't want to, I don't want to get near

19 anybody that had a gun.

20 And so the Channel 2 news reporter jumped  
21 in the elevator with us. And I don't know what he  
22 had for breakfast, but his breath smelled and it was  
23 a very unpleasant experience. And he wrote up and I  
24 had no clue he was going to be there. And he threw  
25 the camera on and I was, you know.

382

1 Q Perhaps I didn't recognize you when I saw  
2 the video.

3 A I am telling you it was a --

4 Q It looked like you to me. That's okay.

5 A -- rough day and, and, and I was, had to  
6 wear a red tie, and, and the profile shot made,  
7 showed that I needed to lose weight. So it was, it  
8 was a rough day.

9 Q Let me follow up on two things, then I will  
10 stop.

11 Are you aware of any GEDC member having a  
12 cost center established so they could have access to  
13 either Georgia Tech computers, CAD equipment or  
14 laboratory equipment or office space?

15 A I was not asked to look at it, so I --

16 Q So you have no evidence to show that there  
17 was a cost center by anybody? That is a GEDC member,  
18 whether --

19 A No, I don't.

20 Q -- it's a, a research member or whether it  
21 is an education member?

22 A I was not asked to look at that, so no, I  
23 don't have any evidence.

24 Q Do you have any evidence that a cost center  
25 was set up for anybody, any unrestricted grants that

383

1 were given to the GEDC? Is there a cost center set  
2 up for that? Do you have any evidence of that?

3 A I don't think a cost center would be part  
4 of an unrestricted grant.

5 Q It's not possible?

6 A An unrestricted grant is just that. It's  
7 a, it's an unrestricted grant. So cost center  
8 assumes that there are, I guess, deliverables on  
9 somebody's side. So I don't have any evidence.

10 Q And an unrestricted grant can be used in  
11 any fashion including the manufacture of chips,  
12 right?

13           A     It can be used at the discretion of whoever  
14           was given the grant.  In this case Dr. Laskar's  
15           company gave, gave him a gift.

16           Q     Okay.

17                     MR. FRANKEL:  That is all I have.

18                     CHAIRMAN MCGINNIS:  Anybody on the  
19           Panel have any questions?

20                     THE WITNESS:  It is on the record that  
21           I need to lose weight.

22                     CHAIRMAN MCGINNIS:  I suggest we take  
23           a short break and get Dr. Allen up here.)

24                     (A short recess was taken.)

25                     CHAIRMAN MCGINNIS:  Would you swear

384

1           the witness here.

2                     MARK ALLEN, Ph.D.,

3           having been duly sworn, was examined and deposed as  
4           follows:

5                             EXAMINATION

6           BY MS. MICK:

7           Q     Dr. Allen, what is your current position?

8           A     Currently I'm a professor in the School of  
9           ECE and Acting Director of the Georgia Electronic

10 Design Center.

11 Q What was the position you held prior to  
12 this one?

13 A Prior to this, I was Senior Vice Provost  
14 for Research and Innovation at Georgia Tech.

15 Q And when did you take that office?

16 A It was in late 2007.

17 Q At that time what was your, the  
18 relationship with your office and the GEDC?

19 A One of the charges of my office is to  
20 oversee the interdisciplinary research centers at  
21 Georgia Tech. And GEDC is one of the administrative  
22 units of Georgia Tech and an interdisciplinary  
23 research center reported to my office.

24 Q Was your office involved more than usual  
25 with overseeing the finances of GEDC?

385

1 A It was. When I entered the provost office,  
2 I saw that the electronic design center had incurred  
3 a substantial debt on one of its sponsored accounts  
4 on the order of, in excess of \$2 million as, if I  
5 recall correctly. And because of that, we interacted  
6 more closely than we would normally interact with an

7 interdisciplinary research center.

8 Q Did you talk to Dr. Laskar about that  
9 deficit when you took the office?

10 A I did.

11 Q What did he tell you?

12 A In the very, in, when I joined at the end  
13 of 2007, I was told, the provost office, I was told  
14 that the deficit was a result of billing timing  
15 issues and that it would be cleared up by the end of  
16 the fiscal year which would have been June 30th,  
17 2008.

18 Q Was it cleared up?

19 A It was not.

20 Q We have already had testimony about the  
21 various updates that GEDC provided to your office.  
22 So I am going to ask you about, did you have occasion  
23 to look into overruns regarding the contract with  
24 National Semiconductor or the agreement?

25 A Yes. I was informed that National

386

1 Semiconductor --

2 MR. FRANKEL: I'm going to object on  
3 relevance grounds. Haven't we gone over this,

4           that this is not an issue here?

5                   MS. MICK: Pardon me?

6                   CHAIRMAN MCGINNIS: Is this going to  
7           take us to one of the charges?

8                   MS. MICK: It's going to, it leads up  
9           to the charges, that's correct. Also in their  
10          opening statement, they talk about how it is  
11          actually Dr. Allen who is responsible for the  
12          overruns, and we wanted to go ahead and clear up  
13          his involvement. It takes about two minutes.

14                  CHAIRMAN MCGINNIS: Okay. I'll give  
15          you two minutes. But Dr. Allen is not the  
16          subject of the Panel here. So --

17                  MS. MICK: Right.

18                  CHAIRMAN MCGINNIS: -- let's move  
19          through this quickly.

20           Q     (By Ms. Mick) Dr. Allen, go ahead. Were  
21          you involved in National Semiconductor other than  
22          your position as the Senior Vice Provost?

23           A     In 2006 prior to my, or 2005 or 2006 prior  
24          to my entering the provost office, I was told by  
25          National Semiconductor that I would receive a grant

1 in the amount of a hundred thousand dollars through  
2 the electronic design center.

3 Q Did you use that?

4 A I did.

5 Q Did you keep an accounting of it?

6 A I had to because unfortunately, I was, in  
7 spite of many attempts, I was never able to get any  
8 accounting or, or updates as to the spending. So we  
9 had to keep track of it ourselves, and we spent a  
10 hundred thousand dollars on stuff.

11 Q And did that problem eventually lead to the  
12 audit that led us to the charges today?

13 A At a later time I was told by Jilda Garton  
14 of this apparent double spending of the \$600,000.  
15 Because I was involved in that original grant prior  
16 to that, I asked Phil Hurd to initiate an audit to  
17 understand what really happened.

18 Q Dr. Allen, prior to the audit being  
19 complete, did Dr. Laskar approach you requesting  
20 \$200,000 to pay for a purported new chip run that was  
21 very important to the design center?

22 A He did.

23 Q Can you tell the panel about that

24 discussion.

25 A So I was asked to provide \$200,000 for a

388

1 tape-out which is the, the conversion of designs for  
2 integrated circuits into, into chips, into hardware.  
3 Because of the financial situation of both the Center  
4 as well as the Institute, I was unable to provide  
5 those funds to him, even though I was told that not  
6 providing those funds would result in a shutdown of  
7 the Center, students' theses being impacted and so  
8 forth.

9 Q Dr. Laskar told you that?

10 A Yes.

11 Q And did he then lower the price at some  
12 time?

13 A He did. After being told that \$200,000  
14 wouldn't be available, he asked for a hundred  
15 thousand dollars.

16 Q And did that go down?

17 A No. We couldn't afford \$100,000 either.

18 Q And did he eventually ask you for 50?

19 A He did.

20 Q Tell us what happened with the last request

21 for 50.

22 A At that point I made a decision that, that  
23 the welfare of the students involved was important  
24 enough that we would find the \$50,000 and try to go  
25 forward.

389

1 Q I am going to take you through some  
2 documents and do it quickly. I am not going to ask  
3 you, I am just going to ask you if these are the, we  
4 have already gone through some of them. I am going  
5 to ask you if these are the documents that you recall  
6 that will back up some of your testimony. I'm going  
7 to, let's take a look at Page GT75. This is the  
8 Georgia Tech exhibits.

9 What is this e-mail?

10 A So this is the e-mail that I sent to Phil  
11 Hurd requesting the audit with regards to National  
12 Semiconductor cost overruns.

13 Q Let's go to GT76, GT77, and what is this  
14 document?

15 A This is an e-mail that was sent to me by  
16 Dr. Laskar talking about how the various cost  
17 reduction -- or excuse me -- how the various, what he

18 refers to as liabilities, the deficits would be  
19 cleared up over time.

20 Q Let me take you to Page GT90 and GT91. And  
21 I think this appears twice in this book.

22 What is this e-mail exchange?

23 A This e-mail exchange is the documentation,  
24 if that is the right word, about the various  
25 conversations we had about the 200,000, then the

390

1 hundred thousand and the 50,000 associated with the  
2 tape-out. And it was in this e-mail exchange that I  
3 ultimately told him that based on his request, we  
4 would approve the 50,000.

5 Q Let me ask you to look at GT95 what I'll  
6 tab and ask you, what is this document?

7 A Ninety-five is a, a document --

8 Q Actually, you know what, that's not, that  
9 wasn't brought up. That was only in their responses,  
10 so we are going to skip it, and only if it becomes an  
11 issue.

12 Let's take a look at the e-mail exchange,  
13 the long e-mail exchange on GT924. And is this more  
14 about the 50 or the 200 and 150?

15           A    It is. We've, it is an additional exchange  
16           about that. And there are some other things in here  
17           that, that I was not copied on.

18           Q    I am going to ask you to look at Page  
19           GT930.

20                    At any time were you aware that Dr. Laskar  
21           was going to use that money to pay an old bill owed  
22           to CMP?

23           A    No.

24                    MS. MICK: I think that's all the  
25           questions I have for you for now. Mr. Frankel

391

1           is going to ask you some, and I know he is  
2           going to let you finish your answer before he  
3           asks the next one. I just have a good feeling  
4           about it.

5                    EXAMINATION

6           BY MR. FRANKEL:

7           Q    Let me draw your attention to -- well,  
8           let's just start off easy.

9                    In 2008 you did a five-year review of the  
10           GEDC, did you not?

11           A    That's correct.

12 Q And let me draw your attention to Exhibit  
13 160. I think it's in your notebooks, but he may not  
14 have a copy.

15 CHAIRMAN MCGINNIS: Is this GT?

16 MR. FRANKEL: No. This is our  
17 exhibit. I'll say GT. I apologize if I'm not  
18 clear. If I say an exhibit, I'm referring to  
19 us.

20 (Discussion ensued off the record.)

21 Q (By Mr. Frankel) I am going to hand you  
22 Exhibit 160. These are in order.

23 Is this the GEDC review?

24 A This was a document that GEDC prepared in  
25 response to my request for a review.

392

1 Q And on Page 2 it talks about the mission,  
2 the dual mission. And the Subpoint 2 says "Enhancing  
3 Georgia's economy by attracting research funding,  
4 creating jobs, recruiting design centers and  
5 initiating start-up companies based on Center  
6 intellectual property and expertise."

7 Do you see that?

8 A I do.

9 Q And that is true, isn't it? That was part  
10 of the purpose of the GEDC?

11 A Yes.

12 Q And as part of the GEDC, would it be fair  
13 to say that the GEDC would provide sometimes to  
14 industry and to students and to start-ups building  
15 blocks and some prototypes of chips that were design  
16 chips that could be used for research?

17 A I don't know what GEDC might have done.

18 Q Did GEDC and to your knowledge ever, ever  
19 design chips that were subsequently used by  
20 start-ups? To build on.

21 A Ever ever design chips? I, I assume, I  
22 don't know what you mean by that, but I assume that  
23 --

24 Q Let me be a little more narrow. Did Axion  
25 ever design chips, use GT to design chips?

393

1 A To my knowledge, no.

2 Q Where were the chips designed for Axion?  
3 Physically where were they designed?

4 A I'm not sure because my part of Axion is  
5 not involved in chip design, but I would assume

6 that -- well, I don't know.

7 Q Let's draw your attention to Exhibit 9.

8 It's in the notebook. Exhibit 9 is in this notebook

9 under the Tab 9. This is the Axion

10 Biosystems/VentureLab proposal, right?

11 A That's what it says, yes.

12 Q And you participated in that, did you not?

13 A No.

14 Q No, you didn't participate in the proposal?

15 A No.

16 Q I want to draw your attention to the last

17 page, Page 11 of 12. It says "We are altering our

18 original Phase 1 spending plans slightly due to the

19 following. We originally planned to share the costs

20 of the chip runs with Georgia Tech. That is no

21 longer an option due to funding changes. We have

22 revised our financial plans to be able to fund the

23 desire effort through the GRA and SBIR."

24 Do you see that?

25 A I do.

394

1 Q Is it true that the chips that were

2 designed actually were paid for by GRA funds?

3           A    If they were, they were paid for by the  
4           Phase 1 or Phase 2 funds.

5           Q    Out of what, out of VentureLab?

6           A    As part of that program.

7           Q    Am I right that that is okay. There's  
8           nothing wrong with using VentureLab funds or GRA  
9           funds to fabricate chips as part of a start-up as  
10          long as it's approved?

11          A    This specific program, the GRA Phase 1 and  
12          Phase 2 programs, is, are funds that are given by the  
13          GRA to Georgia Tech to advance prototypes to the  
14          point where they become more commercializable. But  
15          those prototypes and those chips are the property of  
16          Georgia Tech.

17          Q    Oh, absolutely. Georgia Tech owns it, you  
18          are going to have to have a license to use them in  
19          the future, correct?

20          A    I, I don't know what arrangements would be  
21          made, but certainly some arrangements would need to  
22          be made.

23          Q    But it's totally appropriate to use GRA and  
24          VentureLab money for the production of prototype  
25          chips as part of a start-up?

1           A     It is appropriate to use the proceeds of  
2           these particular programs, the Phase 1 and Phase 2  
3           programs, for Georgia Tech to advance its programs  
4           and, and, and research on, to the point where  
5           prototypes suitable for commercialization can be  
6           made.

7           Q     And just to clarify for me, if chips of  
8           designs, you know, going through the building blocks  
9           and going through the layers of chips are designed  
10          and they are used by students as part of their  
11          research or faculty papers that are published, peer  
12          journals or conferences that would be used by  
13          students and publicly published, who should be paying  
14          for this, the University or some outside company?

15          A     Well, I mean if there's an outside  
16          sponsorship of such an activity, there's a research  
17          agreement, all of the --

18          Q     That would be great if you can get it. But  
19          if you can't get it, is it appropriate to use  
20          unrestricted funds to pay for the production of chips  
21          that are going to be used by students in published  
22          reports, their dissertations, peer review articles of

23 the faculty members and in publications by faculty  
24 members?

25 A There are certain circumstances where that

396

1 would be appropriate.

2 Q You are not suggesting that it would be  
3 inappropriate -- well, let me say it differently.  
4 You are not suggesting that if -- strike that.

5 Let me draw your attention back to Exhibit  
6 160. On Page 14 is a discussion of economic  
7 development by the GEDC and it's a five-year time  
8 frame.

9 Do you see that?

10 A I do.

11 Q And Sayana Wireless is identified as a  
12 start-up, GEDC start-up, specializing in breakthrough  
13 technology and wireless technology.

14 Do you see that?

15 A I see, yes, I see it here.

16 Q And that was considered to be an  
17 accomplishment of the GEDC. It was good for GEDC, it  
18 was good for Georgia, right?

19 A I'm sorry?

20 Q That was good for the GEDC and it was good  
21 for Georgia, right?

22 A It's certainly consistent with GEDC's  
23 mission to start, to foster start-up companies.

24 Q And it also lists other companies that were  
25 part of the GEDC. It lists Dr. Masri's Qualtre and

397

1 Dr. Hasler's G-Tronix. It's also start-ups that  
2 started that utilized IP from the GEDC to do a  
3 start-up?

4 A I, I don't know about the IP part, but yes,  
5 they are certainly listed here.

6 Q And ultimately did you not create a talking  
7 point so that you could describe what you were going  
8 to, how the, you thought the review went so you could  
9 make a presentation? Didn't you ultimately do that?

10 A I don't remember, but it's certainly  
11 possible.

12 Q Let me just hand you, if that would make it  
13 easier, I am handing you what has been marked Exhibit  
14 61.

15 CHAIRMAN MCGINNIS: Sixty-one?

16 MR. FRANKEL: One sixty-one. I'm

17           sorry.

18           Q    (By Mr. Frankel) I don't know whether they  
19           are in your notebooks or not. This is an e-mail from  
20           you dated July 31, 2008, to Joy Laskar and to John  
21           Cressler.

22                     Who is John Cressler?

23           A    He is a professor in ECE.

24           Q    Why is this going to John Cressler?

25           A    I believe it is going to John Cressler

398

1           because we had, as part of trying to alter the  
2           governance and culture of GEDC, we had established a  
3           Faculty Advisory Committee to try to increase faculty  
4           participation. And he was chair of that committee, I  
5           believe, at that time.

6           Q    Was there a dual report of the GEDC to also  
7           the chair of the department at ECE?

8           A    Certainly Dr. Laskar had such a report  
9           because he had two hats. One as professor of ECE,  
10          one as center director.

11          Q    I want to draw your attention to the  
12          talking points that you used for your presentation to  
13          the faculty review meeting. It is the next page.

14 No. 3 says "Based on metrics, the center has  
15 performed very well. Impressive quantity and quality  
16 of students' papers, commercialization successes,  
17 economic development and other factors."

18 Do you see that?

19 A I do.

20 Q Was that truthful?

21 A It was truthful, but it had a purpose and  
22 the purpose was to ensure that morale associated with  
23 the center would remain high against the backdrop of  
24 persistent economic issues.

25 Q And at the time, I think you had said, you

399

1 were the aware of all the GEDC finances because since  
2 2008, you were keeping and monitoring their finances,  
3 right?

4 A Since, at 2008 I was aware of it, and I  
5 think at a later time we started to institute direct  
6 monitoring of the finances.

7 Q After the five-year review in 2008, did  
8 either you or the faculty review committee or  
9 whatever recommend changing the bylaws at all of the  
10 GEDC?

11 A I don't remember.

12 Q Did you recommend changing any of the  
13 processes regarding the operation of GEDC vis-a-vis  
14 how they get education members or research members,  
15 what access they would have to the building, whether  
16 they could or could not use facilities, anything like  
17 that?

18 A What I recall was that we charged the  
19 Faculty Advisory Committee to come up with new  
20 administrative structures and oversight for the  
21 center. But I wasn't involved in the day-to-day  
22 activities.

23 Q Do you know whether that was ever done?

24 A I know that the Faculty Advisory Committee  
25 met and it was convened, had multiple meetings, but I

400

1 don't know what the outcome of all of that was.

2 Q Am I right that as of around February 2009,  
3 Cathy Beam, an accountant, was changed, her reporting  
4 that she would report directly to the office of the  
5 provost?

6 A I don't remember the exact date, but yes,  
7 that, that change did occur.

8 Q I'm just going to have, just to close the  
9 loop, Exhibit 162 is an e-mail. That actually says  
10 that, just to confirm it.

11 A Yes. This e-mail says that on February  
12 16th, effective February 16th, Cathy Beam will report  
13 directly to the office of the provost.

14 Q Did that ever change at any point in time  
15 prior to the suspension of Dr. Laskar in May of 2010?

16 A We did not change, no.

17 Q So am I right that Cathy Beam now received,  
18 reported to the office of the provost? Who would  
19 that be, Eric Trevena or somebody else?

20 A Eric.

21 Q Eric. So if she wanted to have an invoice  
22 approved or anything else, regardless of what she may  
23 or may not have done at GEDC, it had to be approved  
24 by Eric or somebody in Eric's office?

25 A Expenditures associated with GEDC had to be

401

1 approved by Eric.

2 Q And nothing could be done without Eric  
3 doing it? An invoice couldn't be paid without Eric  
4 approving it?

5           A    That is, well, I don't know exactly what  
6           the set-up --

7           Q    May have been Eric, may not have been Eric  
8           personally.

9           A    I don't know what was set up between Eric  
10          and Cathy, but that is the way I would have expected  
11          it to function.

12          Q    And it was your expectation as Senior Vice  
13          Provost -- is that the right title? I might have  
14          said it wrong.

15          A    Yes.

16          Q    Senior Vice Provost. That the accounting  
17          department of the provost office overseeing Cathy  
18          Beam would verify, whoever it was that was there,  
19          that it was appropriate to pay an invoice, right?

20          A    Obviously they acted on assumptions of good  
21          faith.

22          Q    Sure. And would it be your expectation as  
23          a Senior Vice Provost who had asked that, for this to  
24          be arrangement, that somebody in the accounting  
25          office would review the actual text of an invoice to

402

1          make sure that it matches up? So if the invoice says

2 it's for A, B C, they would make sure that it's for  
3 A, B, C. And if there was a discrepancy, they would  
4 say, ask some questions. Wait a second, why isn't it  
5 for A, B, C? That was your expectation, wasn't it?

6 A The focus of the oversight was to ensure  
7 spending control. Again, assuming good faith. I  
8 don't know how far they would have checked the work.  
9 There was not at that time a suspicion of anything  
10 untoward happening.

11 Q I am going to draw your attention to GT880.  
12 This is a copy of an invoice.

13 When you look at it, what is it for?

14 A It looks to me like this invoice is to the  
15 company. I don't speak French, so I'll say circuits,  
16 multi projects, in the amount of \$50,000 for  
17 something entitled GT July 2007.

18 Q So even though you're not familiar with  
19 this invoice, it took you, I think I counted five  
20 seconds to realize that this related to GT July 2007,  
21 right?

22 A That's what it says. That's --

23 Q You could see that if you just read it,  
24 couldn't you?

25 A I did just read it.

403

1 Q Yeah. No problem, was there?

2 Okay. Let me ask you another question.

3 You knew that, when you came on board as a Senior  
4 Vice Provost, you already knew or you learned soon  
5 that Dr. Laskar was the founder and president of  
6 Sayana, right?

7 A It was actually quite interesting because  
8 there were, the, the fact that he was founder of  
9 Sayana was known, but very little information  
10 relative to what was known about other start-up  
11 companies was ever forthcoming about Sayana.

12 Q Did you ever ask Dr. Laskar anything about  
13 it?

14 A No.

15 Q When was the first time that you understood  
16 he was an owner of it?

17 A I don't remember.

18 Q Well, as part of when you knew he was the  
19 founder, it's normal for the start-ups for faculty  
20 members to be on it as well, right?

21 A Certainly.

22 Q So you understood that Dr. Laskar was an  
23 owner and a founder, right?

24 A It would have been reasonable to assume  
25 that he had an equity position in a company he

404

1 founded.

2 Q Okay. And did you ever review Dr. Laskar's  
3 five-year tenure review? Every five years or so, you  
4 kind of give a --

5 A No.

6 Q And you didn't see any, and so you never  
7 saw that ever?

8 A No. That is part of the, the ECE activity.

9 Q So ECE would do that.

10 A Tenure promotion.

11 Q So I will ask this to Dr. May.

12 Did you ever see any documents that  
13 disclosed that Dr. Laskar was an officer of Sayana?

14 A I don't think so.

15 Q Does it surprise you that he is an officer  
16 of Sayana?

17 A Does it surprise me?

18 Q Well, let me say lots of other, lots of

19 other start-ups where the founding member was a  
20 faculty member, they're also equity owners and  
21 they're also officers, certainly in the beginning  
22 phase.

23 A I am not surprised.

24 Q Were you ever an officer of Axion or  
25 Cardiomed? Cardio MEMS, I'm sorry.

405

1 A Officer, I think, has a very specific  
2 meaning, right, associated with --

3 Q Like a president or a secretary.

4 A -- writing checks and things like that.  
5 No, I was never an, a corporate officer to my  
6 knowledge of those companies. I was a director.

7 Q Were there other faculty members that were  
8 -- you were a director?

9 A Right.

10 Q Were there any other faculty members that  
11 might have been officers?

12 A I don't know. I suppose so.

13 Q Nothing wrong with that?

14 A As long as all the activities are fully  
15 disclosed and appropriate conflicts of interest have

16 been approved.

17 Q Did you have an opportunity to -- well, as  
18 part of your job as Senior Vice Provost in your area,  
19 am I right that the GTRC reported to you?

20 A The GTRC is an affiliated organization of  
21 Georgia Tech. So it has its own Board of Directors  
22 of which I was a member as well as several other  
23 people. The, I think the title is general manager.  
24 Jilda Garton also holds the title of Associate Vice  
25 Provost for Research and in that capacity she

406

1 reported to me as Senior Vice Provost.

2 Q Did you review or have the opportunity to  
3 review GTRC licensing agreements?

4 A Occasionally.

5 Q Were you aware at any point in time that  
6 Sayana had a licensing agreement with GTRC?

7 A I was aware after all of this activity  
8 started to occur. I don't remember the exact date.

9 Q Are you familiar with the marketing  
10 development program from GRA?

11 A I am -- yes, I am familiar with that term.

12 Q And in, did the marketing program, did you

13 get any status reports with that? Is that part of  
14 your duties as Senior Vice Provost?

15 A My, my participation in the marketing and  
16 development program was to decide whether or not it  
17 should be pitched by the GEDC to the GRA. I think  
18 that was my role.

19 Q And the ultimate result was that the GEDC  
20 got for a three-year period \$300,000 of unrestricted  
21 grants from the GRA that would be similar in concept  
22 to VentureLab?

23 A What's an unrestricted grant?

24 Q It's not designated for a specific project.

25 A But it's still --

407

1 Q It goes to the GEDC.

2 A And it carries all of the, the burdens and  
3 so on of a research grant or contract. It is not a  
4 gift.

5 Q Well, that is my question actually.

6 A Yeah. No. So it is restricted.

7 Q Well, it's restricted that it has to be  
8 used for research. But it's not restricted in that  
9 it is for a specific company or a specific project.

10           A    As I recall, the market development program  
11           was for development in three areas.

12           Q    And one of the areas was 60 gigahertz,  
13           right?

14           A    I, I don't remember. It's possible.

15           Q    Let me draw your attention to Exhibit 12.  
16           Maybe this will refresh your memory. Page 2. This  
17           has already previously been used. This is the  
18           marketing developing program July status. It's a  
19           PowerPoint. And on the second page it says "The  
20           purpose of it, the methodology is to provide research  
21           funding in technology areas of specific interest to  
22           companies identified as having potential to establish  
23           Georgia research centers and/or start-ups." And it  
24           lists gigabyte wireless.

25                           And that would be, 60 gigahertz would be

408

1           one of those, right?

2           A    I, I don't know.

3           Q    Okay. Cognitive radio, and wireless sensor  
4           technologies.

5                           Do you see any other restrictions?

6           A    Restrictions.

7 Q I mean this is what it's supposed to go  
8 for. It goes to the GEDC and as long as it uses it  
9 for these objectives, that is okay, right?

10 A Well, as I said before, it has to be within  
11 the, within the use of, or within the restrictions of  
12 Georgia Tech funding.

13 Q Sure. And --

14 A But the, the director of GEDC could choose  
15 to use these funds to develop programs in these  
16 areas.

17 Q And in fact, the GEDC that, that Sayana is  
18 actually specifically listed, isn't it, as one of the  
19 start-ups that might be one of the benefits. And you  
20 go to Page 4. It talks about start-ups, lists a  
21 bunch. It lists Agilent as a spin-in which is an NDP  
22 company. It lists Sayana specifically as one of the  
23 people that might get funding from the GRA and VP  
24 program, right?

25 A As I recall -- no, certainly, not. As I

409

1 recall, the commercialization milestones that are  
2 listed here was to show the success of investments in  
3 the Center in attracting interest by these companies

4 in interacting.

5 Q Fair enough. So as of July of 2008, you  
6 were aware that Sayana is being presented as a  
7 success story of commercialization?

8 A I'm, I did see this in July of 2008.

9 Q And there was a point where there was a  
10 symposium organized by the Wall Street Journal -- by  
11 MIT that was hosted here in Atlanta, and you asked  
12 Dr. Laskar to present on behalf of Sayana to show the  
13 success of commercialization. Didn't you?

14 A Is that a question?

15 Q You actually asked Dr. Laskar to make a  
16 presentation at this MIT forum that talked about the  
17 success of the commercialization of Sayana, didn't  
18 you?

19 A I don't remember doing that.

20 Q In fact, you introduced him, did you not?  
21 Did you attend the MIT conference? It was televised.  
22 It was a big deal, wasn't it?

23 A Honestly I am trying to remember when or  
24 where this might have taken place. I seem to  
25 remember a conference, not a conference but a

1           exhibition that took place in the ground floor of  
2           TSRB. I, I don't remember when that was, though.

3           Q     There was a Walt Mossberg from GPTV and it  
4           was an MIT alumni forum. Does that refresh your  
5           memory at all? Walt is from the Wall Street Journal.  
6           The GPTV televised it.

7           A     I'm sorry, I honestly don't remember. I  
8           could try to, to go look it up.

9           Q     That's okay. Look at Exhibit 13. It is  
10          also on the PowerPoint. We were talking about  
11          whether Sayana got any funding. And this is also  
12          part of the status, Exhibit 13, it is the next  
13          exhibit. And I would draw your attention to Page 2.  
14          And it talks about use of funds and results from  
15          fiscal year 2008. And it lists gigabyte wireless as  
16          of 2007, a fully integrated 60 gigahertz single chip  
17          CMS, multi-gigabyte QAM driver.

18                   Do you see that?

19          A     Which page are you on?

20          Q     It is Page 2. It's talking about a  
21          \$100,000 went towards a gigabyte wireless as of 2007.  
22          And then it talks about what is going to be used in  
23          the future towards the gigabyte on the other issues.

24 A I'm sorry. Can you point that out in here?

25 Q A hundred K gigabyte wireless as of 2007.

411

1 A Okay.

2 Q You do understand that Sayana was doing, I  
3 mean that Dr. Laskar's group was doing that research,  
4 don't you?

5 A Yes. He has published papers in the 60  
6 gigahertz series.

7 Q Does this refresh your memory as to whether  
8 Dr. Laskar's group was getting funding from the NDP  
9 program?

10 A Dr. Laskar's Georgia Tech research group?

11 Q Yes.

12 A I, I don't know how he ultimately decided  
13 to allocate the market developing funds, but that, I  
14 wouldn't be surprised to hear that that's what he had  
15 elected to do.

16 Q Am I right that a start-up company, it is  
17 totally appropriate for a start-up company to use  
18 published information from articles or dissertations  
19 or peer review journals in any project they want,  
20 that there's totally nothing wrong with that?

21           A    Well, no. I mean how, how can one, for  
22           example, use information that is patented?

23           Q    Published.

24           A    But patents are published.

25           Q    Except for patents. Let's exclude patents.

412

1           But an article is published about the measurement of  
2           the chip. Chips aren't patented, are they?

3           A    Designs can be patented or copyrighted.  
4           I'm not sure which.

5           Q    And unless it's patented or copyrighted, is  
6           there anything wrong with you or me or any researcher  
7           using published data from a, as long as you give  
8           attribution, I suppose, to a student dissertation or  
9           a peer review article if the testing results are  
10          there?

11          A    So I think I would prefer to say it this  
12          way. If it is in the public domain --

13          Q    Right.

14          A    -- then yes, it's fine for anyone to use.  
15          Obviously you should give attribution so that they  
16          don't think you're stealing the idea.

17          Q    Fair enough. So as long as it's in the

18 public domain, it's free for anybody to use as  
19 start-up, a faculty member, a student or anybody  
20 else?

21 A Correct.

22 Q And part of the research done by students  
23 here at Georgia Tech when they publish their articles  
24 and their dissertations and their peer review  
25 journals, these are documents and information

413

1 entering into the public domain, aren't they?

2 A They can.

3 Q Okay. In early 2010 you encouraged  
4 Dr. Laskar and Sayana to team up with the GRA and  
5 National Semiconductor for research purposes, didn't  
6 you? I said -- NCR, I'm sorry. Not NCS.

7 A Could you repeat the question.

8 Q Yeah. In early 2010 you encouraged  
9 Dr. Laskar and Sayana to team up with GRA and NCR for  
10 research purposes, didn't you?

11 A I don't think I would say encouraged. The  
12 NCR came to Georgia Tech or came to GRA, as I recall,  
13 wanting to interact with Georgia Tech. And one of  
14 the areas that they wanted to interact with was in

15 the 60 gigahertz area. And they were trying to, to  
16 determine how that interaction could take place and I  
17 was trying to solve that problem.

18 Q Let me draw your attention to this and it  
19 may refresh your memory to Exhibit 45 in that  
20 notebook.

21 Does that refresh your memory, you got an  
22 e-mail from Jilda Garton asking you upon whether they  
23 could do that case, and you said basically what?

24 A What I, I said here, this is an, this  
25 e-mail is a response back to the GRA in response to

414

1 the question of could NCR, and this is a question I  
2 believe they had asked, work with both Georgia Tech  
3 and Sayana. And I then asked Jilda to investigate  
4 that. And my response was, the short answer is that  
5 it appears there is no legal bar to doing this,  
6 assuming that Joy can divide the activities  
7 appropriately into university and company subprojects  
8 and provided Joy updates his conflict of interest,  
9 disclosure and management plans.

10 Q And draw your attention to the next  
11 exhibit, 46, where now you are talking to Chris

12 Herwig.

13 Who is he?

14 A He, Chris Herwig is the contact person at  
15 NCR.

16 Q And you are now telling him that it really  
17 is okay, right?

18 A It says it's -- yes.

19 Q And you're now saying in reviewing, you're  
20 saying this is a, in your conversations with Joy, in  
21 reviewing the license agreements between GT and  
22 Sayana, there is apparently no prohibition against  
23 doing this since GTE retains the research license,  
24 right?

25 A This being this specific contract, yes, or

415

1 activity.

2 Q And you go on in that NCR's interests would  
3 be best served by continuing on our previous course  
4 to design a project directly with Sayana Wireless.  
5 This would need to be --

6 MS. MICK: I'm going to object as to  
7 relevance. I'm not sure where this fits in.

8 MR. FRANKEL: I wanted to show that

9 money that is contributed through NCR or anybody  
10 else is allowed to be used for Sayana to develop  
11 chips.

12 THE WITNESS: But that's not the way  
13 that this program would, would have been  
14 structured. It would have been structured that  
15 there is an agreement between NCR and Georgia  
16 Tech to do Georgia Tech work.

17 Q (By Mr. Frankel) And that Sayana could, in  
18 fact, participate as well?

19 A Sayana would have a separate interaction  
20 with NCR.

21 Q You showed that you understood that Sayana  
22 was being shown prototypes of -- I'm sorry -- NCR was  
23 being shown prototypes of Sayana product to kind of  
24 attract them to the GEDC, weren't you?

25 A I was told by Chris that they had had,

416

1 Chris Herwig from NCR, that they had had interactions  
2 with Sayana.

3 Q If you look on the next page, he says "We  
4 just had a very successful demo from Sayana this past  
5 week and our executive team is excited to see the 60

6 gigahertz-enabled kiosk prototype. I plan to  
7 reengage with Joy next week."

8 Do you see that?

9 A Yes.

10 Q Do you know this, you may not, that it was  
11 pretty common at the GEDC to invite industry members  
12 and start-ups and people to come observe the  
13 prototypes and to essentially do PR for the GEDC?

14 A That seems reasonable.

15 Q It is totally appropriate, isn't it?

16 A Yes.

17 Q Were you aware of, in the history, I think  
18 it may not be true, but did you have an interaction  
19 with Texas Instruments as one of the GEDC member who  
20 came to GEDC, gave an education unrestricted grant  
21 and came and looked at GEDC facilities and interacted  
22 with GEDC?

23 A I don't recall that, but it's possible. I  
24 know Texas Instruments has a fellowship program with  
25 Georgia Tech, for example.

417

1 Q And you do know that they gave unrestricted  
2 research grants, don't you?

3           A    I know they have given fellowships for  
4 students.

5           Q    You don't know that they gave unrestricted  
6 research grants?

7           A    I'm, I'm, I'm puzzled by this unrestricted  
8 research grant.

9           Q    They gave money to the Georgia Tech  
10 Foundation?

11          A    So it is a gift.  It's a gift.

12          Q    And it is unrestricted and it was given to  
13 the GEDC for research.

14          A    I don't know that for a fact, but it is  
15 certainly reasonable.

16          Q    Did you know whether Texas Instruments  
17 came, whether it was the fellowship or the research,  
18 and actually got the copies of the research the kids  
19 did and reviewed with them to make sure they  
20 understood it?

21          A    As I recall as part of, and I don't know if  
22 we're talking about the same thing, but as part of  
23 this fellowship program, there was a review meeting  
24 where the students would put up posters and their  
25 research results and so forth that people could

1 review.

2 Q You talked a moment ago about the exchange  
3 of e-mails in November 2009 and the 200,000 request  
4 and hundred and then eventually agreed on the 50.

5 Am I right that you told Dr. Laskar that in  
6 order to get the \$50,000, he had to sign the  
7 memorandum of understanding?

8 A Which memorandum?

9 Q Well, that's really my question. I want to  
10 draw your attention to GT928. You were shown this by  
11 Ms. Mick. On four and five, it is talking about the  
12 50K expenditure and it's talking about signing that,  
13 on No. 3 that the MOU must be signed. And Georgia  
14 Tech has acknowledged that and I will read it to you.  
15 "Defendant admits that the approval of the release of  
16 funds for the purpose given to Dr. Allen at the time  
17 by plaintiff was conditioned upon plaintiff entering  
18 the memorandum of understanding." So is that true,  
19 that what Georgia Tech has admitted is true, that in  
20 order to get the \$50,000, Dr. Laskar had to sign the  
21 memorandum of understanding?

22 A I think that was one of a number of -- I am

23 just looking for --

24 Q There are other conditions, other  
25 conditions, but he couldn't get the 50 without

419

1 signing the memorandum of understanding, correct?

2 A That's correct.

3 Q What memorandum of understanding are you  
4 talking about?

5 A This memorandum of understanding was a  
6 memorandum between Georgia Tech and GTRC, the  
7 research corporation. And the, the purpose of that  
8 memorandum --

9 Q It was the provost office too. You signed  
10 it, Ms. Garton signed it and Dr. Laskar signed it,  
11 right?

12 A The memorandum was between GTRC and Georgia  
13 Tech. So I signed it as a representative of Georgia  
14 Tech, Ms. Garton signed it as a representative of  
15 GTRC.

16 Q Can you explain to this Committee why that  
17 memorandum is dated June of 2009, even though it  
18 wasn't signed until November of 2009?

19 A I don't recall when, when we signed it.

20 Q Okay.

21 A I know he didn't sign it until November.

22 Q Okay. And why would you not correct the  
23 date? Why would you have a memorandum that  
24 Dr. Laskar signed in November of 2009 with a front  
25 date of June of 2009 without disclosure?

420

1 A Without disclosure.

2 Q Without telling the person who is going to  
3 read it who might rely on it that this is not a  
4 document created in fiscal year 2009, that it is  
5 actually a document that was signed in fiscal year  
6 2010.

7 A Well, there's, there was no reason why  
8 Dr. Laskar couldn't have put the date that he signed  
9 it next to his signature. There was certainly no  
10 discussion about backdating a memorandum. It just  
11 had to be signed.

12 Q Can you explain why that memorandum  
13 referenced meetings or conversations or documents  
14 from September of 2009 even, on the typed document,  
15 even though it was dated June of 2009?

16 A No. I, I didn't prepare the document.

17 Q I'm a little confused here. Why are you  
18 signing a document in June of 2009 that's dated June  
19 of 2009 and you are waiting five months to give it to  
20 Dr. Laskar to sign?

21 A Why am I waiting five months to give it --

22 Q Yes. I understood your testimony that you  
23 and Ms. Garton signed it in June, the day it was  
24 dated, and yet Dr. Laskar is not being asked to sign  
25 it for five months until November of 2009? Why the

421

1 delay where you sign a document and wait five months  
2 before you give it to Dr. Laskar to sign?

3 A So I didn't say when I signed it.

4 Q When did you sign it?

5 A I don't recall when I signed it.

6 Q Did you sign it before -- so it's certainly  
7 entirely possible, in fact, likely that you didn't  
8 sign it five months in advance, isn't it?

9 A I don't remember when it was, but it  
10 certainly was not, was long before November.

11 Q Is it your normal practice to ask, or to  
12 sign documents and hold them and wait for months for  
13 someone else to sign them?

14           A     Sir, I think we have to keep in mind the  
15           purpose of this memorandum of understanding.

16           Q     The purpose of the memorandum of  
17           understanding was to try to figure out how you are  
18           going to solve the cost overruns for Samsung, right?

19           A     The purpose of the memorandum of  
20           understanding is to create a plan between GTRC and  
21           Georgia Tech to figure out how to bring the cost  
22           overruns into, to meet a specific target associated  
23           with the cost overruns.

24           Q     And this is being discussed in October of  
25           2009 with Dr. Laskar?

422

1           A     In principle that agreement doesn't need to  
2           involve Dr. Laskar at all.

3           Q     I understand. But you are having this  
4           conversation in October of 2009 asking him to  
5           participate in it. You are changing what the  
6           original memorandum said. There was a prior  
7           memorandum not signed by Dr. Laskar saying here's  
8           what we're going to do. You are obviously  
9           incorporating Dr. Laskar's comments, aren't you?

10           MS. MICK: I'm going to object as to

11           relevance and assuming many, many facts not in  
12           evidence.

13                           MR. FRANKEL: Let me rephrase it  
14           differently.

15           Q     (By Mr. Frankel) Why were you talking to  
16           Dr. Laskar at all and asking him to sign a memorandum  
17           if you didn't want his input?

18           A     It's not a question of input. It's a  
19           question of if he was going to continue to lead the  
20           center, he should know and understand the constraints  
21           that are associated with getting the deficit to where  
22           it needs to be.

23           Q     And you understood as part of the plan to  
24           stop the deficit that unrestricted money from the  
25           Georgia Tech Foundation that was given by other

423

1           people, like Intersil, would be used to pay down the  
2           Samsung debt, correct?

3           A     That's what was proposed by Dr. Laskar.

4           Q     And that was accepted in the memorandum of  
5           understanding and in your e-mail right here, correct?

6                           CHAIRMAN MCGINNIS: Mr. Frankel, can  
7           you give us a clue as to how this is going to

8 tie into one of the specific five charges? I  
9 mean we're plowing this ground pretty  
10 thoroughly.

11 MR. FRANKEL: Okay. And the reason  
12 why is that Foundation money is allowed to be  
13 used discretionary to do chips and other things.  
14 And in this memorandum, they are saying exactly  
15 that. Money that is unrestricted from the  
16 Georgia Tech Foundation is entirely appropriate  
17 to do that. In fact, even though it's donated  
18 by Intersil or GRA or somebody else, they are  
19 going to use it to pay down Samsung debt,  
20 including debt that related to the fabrication  
21 of chips. So what I am trying to show, though  
22 obviously not doing a good job at it, is that if  
23 it's appropriate to use unrestricted money to  
24 pay down Samsung debt and the creation of chips  
25 for Samsung, then it is appropriate to use

424

1 unrestricted money for Sayana.

2 CHAIRMAN MCGINNIS: I would suggest  
3 that you ask the first part of that question to  
4 Dr. Allen so we can get a direct answer to that.

5 Q (By Mr. Frankel) Is it appropriate to use  
6 unrestricted grants, gifts from other companies, to  
7 pay down the debt for Samsung?

8 A It is allowable to use unrestricted gifts  
9 for any purpose that are --

10 Q And that included --

11 A That are -- excuse me. That are, there are  
12 certain rules associated with it, but that would be  
13 allowed.

14 Q And part of the Samsung debt included the  
15 fabrication of prototype chips, correct?

16 A I don't know, but I do know that the  
17 Samsung project was not a 60 gigahertz project.

18 Q Correct. It wasn't a Dr. Laskar project in  
19 that way?

20 A He was the principal investigator.

21 Q But it wasn't a 60 gigahertz project in  
22 that way?

23 A To my knowledge, it was not a 60 gigahertz  
24 project.

25 Q But nevertheless, they still designed and

425

1 fabricated chips in connection with that project?



25 we've done for Samsung, isn't it? It was a

426

1 deliverable.

2 THE WITNESS: I don't know.

3 Q (By Mr. Frankel) I am going to hand you  
4 what has been marked Exhibit 311. It is a stream of  
5 e-mails. It's regarding Axion. And there's a lot of  
6 repeat in it. It's the way it was produced.

7 CHAIRMAN MCGINNIS: So again, if this  
8 is a, not involving Sayana, but this is going to  
9 be connected --

10 MR. FRANKEL: It is going to show the  
11 use of CAD machines by Axion. That companies  
12 that aren't paying for necessarily, but they are  
13 entitled to do it because there is nothing wrong  
14 with companies using access, and that's what  
15 it's going to show.

16 MS. MICK: I'm going to object that it  
17 again assumes facts not in evidence.

18 MR. FRANKEL: I'm going to show that.  
19 But you asked what the relevance was.

20 MS. MICK: Let me finish, please.  
21 Whether or not they had their own license

22 agreement makes a difference. This is too many  
23 facts not in evidence. I am going to object to  
24 the relevance.

25 CHAIRMAN MCGINNIS: Are you going to

427

1 address that? Did they have their own separate  
2 agreement?

3 MR. FRANKEL: I'm not a, I've asked  
4 for all the license agreements. There's no  
5 license agreement that was produced to me by  
6 Georgia Tech for Axion to use any equipment in  
7 the laboratory, not one. So unless Dr. Allen is  
8 going to testify that there is and show it to  
9 me, I can only assume there isn't one. Because  
10 I asked for it and none was produced. It is  
11 very hard to prove a negative unless you show me  
12 it exists.

13 Q (By Mr. Frankel) Here's where I want to  
14 point out to you. Go to Page 2. It's a question  
15 that gets shown a lot. It says "Do you know anyone  
16 in the ATDC community or GT lab that has a ball grid  
17 array, rework station? We are in a bit of a bind and  
18 need to get some boards reworked. The lead time on

19 equipment is four to six weeks and that is not  
20 acceptable for our project. Let me know." And  
21 you'll see that.

22 And then the response comes. There's lots  
23 of people, it's repeated many times. It's bounced  
24 around for everybody because everyone is trying to  
25 figure out if they can help out. And ultimately on

428

1 Page 18 there is a response from Joy to you. And it  
2 says "We might be able to provide some temp space for  
3 Stephen's folks, cubes and offices, rearrange what we  
4 have at no cost so they can do the ball grid array."

5 You got this e-mail, didn't you?

6 A Stephen's folks.

7 Q I assume that's part of the team who is  
8 actually doing the work. I don't know who the  
9 Stephen's folks are. My question really --

10 A Is that Stephen Fleming?

11 Q Maybe. I don't know.

12 A I, I don't know who, who Stephen is.

13 Q You are Mark, though?

14 A I am Mark.

15 Q You are Mark Allen?

16 A Right.

17 Q And you got Joy's e-mail that says it's  
18 okay for Axion to use the ball grid array, they can  
19 work things out, move cubes around so that y'all  
20 could use them?

21 A But why would one need to move cubes around  
22 or have people there to use a machine? That doesn't  
23 make any sense.

24 Q Well, you are using design tools with that  
25 machine, are you not? You have get into space to

429

1 actually use the design tools?

2 A No. So something must have gotten confused  
3 here.

4 Q You do understand that before you can  
5 rework a board, you have got to work on the design.  
6 You have to have a tool to create the reworking,  
7 don't you?

8 A No. But I think that something's gotten  
9 confused here. This e-mail on Page 18 is in  
10 reference to Samsung potentially expanding their  
11 L.E.D. effort. And they were looking for additional  
12 space and they are expanding their effort. And the

13 hope was to try to lure them to Tech Square Midtown.  
14 And ultimately we couldn't do it and they wound up  
15 relocating in Buckhead, I think. But this doesn't  
16 have anything to do with Axion, I don't think.

17 Q Okay. Did Samsung have access to CAD tools  
18 and laboratory equipment and board reworking stuff?

19 A There was a, a research agreement or some  
20 sort of agreement between Samsung, GEDC and Georgia  
21 Tech.

22 Q Did Samsung have a license to use the  
23 Cadence or other CAD tools?

24 A I don't know.

25 Q You are not aware of any, are you?

430

1 A I, I am not.

2 Q Okay. Again, I asked Georgia Tech in the  
3 Open Records for any licenses for utilization of any  
4 CAD tools or anything else. I didn't get anything.

5 Are you aware of any cost centers or  
6 contracts or leases by which Samsung paid for the use  
7 of office space in TSRB or research space or  
8 utilization of computers or utilization of CAD  
9 machines or anything else? Are you aware of any

10 contract that said they have to pay for it? Or a  
11 cost center?

12 A I seem to recall that there was, somewhere  
13 in the research agreement, there was a, a provision  
14 or discussion about the space that they would occupy.

15 Q Some of the space was outside TSRB. I am  
16 talking about the space within TSRB.

17 Are you aware of any document that says  
18 there will be compensation for use of the space in  
19 TSRB or the use of the laboratory and facilities and  
20 design tools in the TSRB building?

21 A I would go back and check that research  
22 agreement.

23 Q And that research agreement hasn't been  
24 produced in response to our request for leases and  
25 contracts for use of space, computers, CAD machines

431

1 and whatnot at Georgia Tech.

2 You wouldn't have any evidence to  
3 contradict that, would you?

4 A I don't know what has been produced and  
5 what hasn't been produced. Sorry.

6 Q I am going to hand you what has been marked

7 Exhibit 310. I am going to put this on here. I  
8 think you told us before that John Cressler was the  
9 head of the Faculty Advisory Committee for the GEDC?

10 A That's correct. However, this e-mail is  
11 dated 2006, so that's before he was in that position.

12 Q Okay. You will see here that Dr. Cressler  
13 is being sent a draft of a collaboration plan between  
14 GEDC and Cypress. Well, just to be clear, is it  
15 Dr. Cressler?

16 A Yes.

17 Q Dr. Cressler was a faculty member of the  
18 GEDC at the time, was he not?

19 A He's an ECE faculty member. I believe he  
20 was a GEDC faculty member. I don't know.

21 Q And he is being asked what will happen for  
22 a GEDC membership. That Cypress will have access to  
23 the lab stations, Cypress will have, personnel will  
24 be trained for high frequency noise and load pull  
25 measurements on site, GEDC will have access to

432

1 Cypress 990, whatever it is called, Cypress will  
2 consider GEDC students for co-internships, GEDC can  
3 publish papers which include measured data. This is

4        what is being proposed for their education  
5        membership, right?

6            A     That is what this says. I, I don't know  
7        what kind of membership or what have you.

8            Q     And Dr. Laskar says that's okay, though  
9        it's a lot to get for nothing.

10            Do you see that?

11            A     Uh-huh (affirmative).

12            Q     Are you aware of anything when you became a  
13        Senior Vice Provost that would say that was wrong for  
14        the GEDC to allow Cypress with a membership to get  
15        access to the lab stations and access to the tools or  
16        anything like that?

17            A     We would need to know what the membership  
18        agreement said and, and, and so forth.

19            Q     Do education membership agreements have an  
20        agreement or is that only research agreements?

21            A     I'm sorry?

22            Q     If there's a donation, an education  
23        membership where the donation goes to the Georgia  
24        Tech Foundation, is there still a separate membership  
25        agreement for the education membership agreement to

1 be signed?

2 A I don't know.

3 Q Based on your role as a Senior VP for  
4 Research and Commercialization, I think it is you  
5 said?

6 A Innovation.

7 Q Innovation. Are you aware of any  
8 prohibition on approved GEDC members from using  
9 laboratory tools or CAD tools or laboratory equipment  
10 or computers?

11 A So there should be, the way it should be  
12 done is there should be either a sponsored research  
13 agreement or a cost center set up by which those  
14 activities could be billed to those companies.

15 Q Are you aware of any cost center or  
16 research agreement in which that was done with any  
17 GEDC member on any contract?

18 A I'm not aware.

19 Q And again, I have asked for copies of all  
20 those contracts. I haven't gotten a single contract  
21 that shows a cost center or an agreement that you  
22 just described.

23 Do you have any evidence to contradict

24 that?

25 A Do I have any evidence --

434

1 Q Evidence that contracts actually exist,  
2 either cost centers or contracts for GEDC members on  
3 a research contract or anything else to utilize  
4 laboratory equipment, design tools, computers or  
5 space.

6 A Well, presumably there are membership  
7 agreements.

8 Are those things spelled out in the  
9 membership agreements?

10 Q No. Not a single membership agreement has  
11 that in there.

12 Is there anything else I should look at?

13 A I don't think so.

14 Q I want to draw your attention to GT92. It  
15 is in the yellow notebook. It is right here. Okay.

16 Have you ever seen this e-mail?

17 A Yes.

18 Q It is from Stephen Fleming and it's asking  
19 for people to figure out what the rules are regarding  
20 use of equipment in offices and start-ups and all

21 that, right?

22 A As I recall, the purpose of this e-mail was  
23 to reassure people after the unfortunate event that  
24 occurred that it is still Georgia Tech's policy to  
25 commercialize its research.

435

1 Q Okay. And it talked about the rules for  
2 using students and research, starting a company out  
3 of offices and laboratories. And it says it's never  
4 permissible to start a start-up company out of  
5 offices and laboratories. It's imperative that you  
6 have complete, accurate, up-to-date conflict of  
7 interest forms all in response to the accusations  
8 against Dr. Laskar.

9 Did anybody come to you and say oh, my  
10 gosh, I have got a problem?

11 A No.

12 Q Did anyone say but wait a second. I have  
13 been using laboratory equipment. I have got an  
14 office in the TSRB building and no one said anything  
15 to me.

16 A No.

17 Q I am going to draw your attention to

18 Exhibit 42. It's in here, in this notebook. These  
19 are the floor plans of the TSRB building.

20 Have you seen these plans? I mean are you  
21 familiar with the building?

22 A I am, I'm familiar with the building.

23 Q It's hard to read the names and I  
24 apologize. I can give you a magnifying glass or at  
25 least a part of one. Am I right that in this

436

1 building there's spots for G-Tronix, Teyl, Terabit,  
2 Quellan, Agilent, Microsoft, Qualtre, Radio MEMS,  
3 Neuromorphix, Whipper, Ciena, OFS, other companies  
4 like that that have office space and lab space in  
5 that building?

6 A I see those, those names here. I don't  
7 know what actually was going on.

8 Q Are you aware of any contract or lease or  
9 document that provides that GEDC members should pay  
10 for that space?

11 A I don't know what is in the membership  
12 agreement. I would assume that those things would  
13 be, if, if such things were allowed, they should be  
14 in a member agreement.

15 Q Let's go beyond the membership agreement  
16 for a minute. If I wanted to find out whether, in  
17 fact, a GEDC member, whether it be industry or a  
18 start-up, had actually paid for lab space, actually  
19 paid for office space, actually paid to use a design  
20 tool, actually paid to use a computer, what would I  
21 want to go look at? Where would I go for that?

22 A Normally a start-up company rents space  
23 from the Advance Technology Development Center.

24 Q So I would go the Advance Technology  
25 Development Center.

437

1 Where would I find a copy of the check?  
2 Where is it going to be logged? Is it going to be in  
3 the Georgia Tech accounting system?

4 A I don't know.

5 Q Are you aware of any money that you've paid  
6 either from Axion or any other company where it  
7 wasn't logged into the accounting system?

8 A So what Axion has as an ATDC member is it  
9 has an account that can be charged to. And then  
10 Axion is billed for that and it goes through that  
11 account.

12 Q Does Axion pay for any rental of space?

13 A Yes.

14 Q Where?

15 A In the basement of the environmental  
16 science and technology building is ATDC space.

17 Q But not the TSRB?

18 A I'm sorry?

19 Q But not TSRB?

20 A Axion doesn't have a presence in TSRB.

21 Q How about Neuromorphix.

22 A I don't know that company.

23 Q How about Audioyalda? Audiyalda?

24 A Who?

25 Q Ladia Alla.

438

1 A Audiolala. Well, I'm not familiar with  
2 that company.

3 Q Audiolalla. But where I would go to see  
4 for Qualtre, do you know where the Qualtre -- let me  
5 start again.

6 Where would I, all I really want to know is  
7 if I wanted to know whether a company had actually  
8 paid for chips -- I mean for access to labs or use of

9 equipment or office space, I would go to the  
10 accounting at ADTC?

11 A The Advance Technology Development Center.

12 Q Or I would go to GRA or the Georgia Tech  
13 accounting system and I would ask is there a cost  
14 center or did you receive a check. It would be  
15 booked.

16 MS. MICK: I object as to relevance.

17 Q (By Mr. Frankel) Well, my question is,  
18 really where I am going with this is I asked for  
19 checks and cost centers and proof of payment by  
20 anybody for the space in GEDC and TSRB. I asked for  
21 the checks and contracts and invoices and anything  
22 else for people paying for the utilization of lab  
23 space, CAD machines, computers, office space. I  
24 didn't get a single check, a single accounting  
25 document, a single invoice, a single P/O, a single

439

1 wire transfer. I got nothing.

2 Are you aware of anybody or any documents  
3 that would show somebody in the TSRB building  
4 actually paid for use of a design tool, lab space, a  
5 computer, office space or anything else?

6 MS. SENTZ: Mr. Frankel, I'm going to  
7 have to object because that evidence was  
8 produced to you in two different formats. GTRC  
9 produced their records in a CD that was provided  
10 to you months ago. Georgia Tech gave you our  
11 documents. And even though it might not come up  
12 as a line item in the documents, those records  
13 were provided to you. And I'm not sure  
14 Dr. Allen would, you know, he is not in accounts  
15 payable.

16 MR. FRANKEL: Well, I'm having a  
17 problem and here's my problem. I've asked  
18 Mr. Trevena, the accountant for the provost  
19 office, to come and testify and he has declined  
20 because he is not required to.

21 MS. MICK: This is an Open Records  
22 lawsuit.

23 CHAIRMAN MCGINNIS: I understand.  
24 This is a, I think the panel understands at this  
25 point your frustration with this issue over

440

1 records for all the companies that are in GEDC.  
2 And we understand your frustration over

3 witnesses who have declined to come here.

4 MR. FRANKEL: Let me ask the question  
5 much more simply.

6 CHAIRMAN MCGINNIS: Okay.

7 Q (By Mr. Frankel) Are you aware of any  
8 evidence before the Court today in the notebooks that  
9 have been provided by --

10 CHAIRMAN MCGINNIS: It's not a Court.

11 MR. FRANKEL: I'm sorry. In the  
12 hearing.

13 CHAIRMAN MCGINNIS: Thank you.

14 Q (By Mr. Frankel) Any evidence that shows,  
15 that demonstrates that other GEDC members or anybody  
16 else, Samsung or anybody else, has paid for space,  
17 access to laboratories, use of CAD machines or  
18 anything else?

19 A I mean there's reams of paper on this  
20 table. I have no way --

21 Q The answer's no?

22 A -- of knowing what is in there.

23 Q Okay. Can you tell me why after Dr. Laskar  
24 was suspended without pay that you were communicating  
25 with the GRA regarding his suspension?

1           A    I, I don't recall.

2           Q    I want to draw your attention to Exhibit  
3    47.

4                    Does that refresh your memory whether you  
5    were having conversations with somebody at the GRA?

6           A    So that's an e-mail from them to me.

7           Q    Correct.

8           A    And this e-mail is from Chris, or from  
9    Susan Shows. Evidently she got a communication from  
10   Chris Herwig and asked what's going on.

11          Q    And I am asking whether you had any  
12   conversations. Does this refresh your memory as to  
13   whether you had any conversations with GRA?

14          A    I don't remember, but I probably did.

15          Q    Is it appropriate for you to be having  
16   conversations regarding a faculty member's status?

17          A    You'll have to be more specific.

18          Q    Is it appropriate while there's an  
19   investigation, a suspension of a faculty member for  
20   you discussing his status with somebody other than  
21   the decision makers and through the process for  
22   terminating a professor?

23           A     But the topic of this conversation would  
24           have been the 60 gigahertz technology and how it  
25           would be disposed, not Dr. Laskar.

442

1           Q     Let's start about the 60 gigahertz  
2           technology.

3                     After Dr. Laskar was suspended, did you  
4           attend presentations in Korea and elsewhere to still  
5           try to advance the 60 gigahertz area?

6           A     No. As I recall, those projects were about  
7           CMOS power amplifiers.

8           Q     Did you utilize presentation materials  
9           prepared by Dr. Laskar and Dr. Laskar's research to  
10          make those presentations?

11          A     I did not. However, the technical portions  
12          of that presentation were done by others and I don't  
13          know what the source material of that was.

14          Q     Is it appropriate once Dr. Laskar has been  
15          suspended to use source materials that he wrote to  
16          talk about what Georgia Tech can do when he is no  
17          longer affiliated?

18          A     As I recall, part of that meeting was to  
19          try to report on what had been done over the past

20 five years. And it would be appropriate to try our  
21 best to report to the sponsor on what had been done.

22 Q And it was also reporting on what you could  
23 do, what the current facilities were. It was a  
24 proposal written by Dr. Laskar as to what would  
25 happen in the future.

443

1 A Oh, I, I don't know who wrote that  
2 proposal.

3 Q And the response back from the people to  
4 whom you presented it was we know this is  
5 Dr. Laskar's research, why waste our time if he is no  
6 longer affiliated.

7 You got that report back, didn't you?

8 A Are you asking me or telling me that?

9 Q Yes, I am asking you whether --

10 A I never got such a report.

11 Q You never got back that it would be useless  
12 to have Dr. Laskar's material if Dr. Laskar wasn't  
13 there?

14 A I never read such a report.

15 MS. MICK: I am going to object as to  
16 relevance.



14 Assistant to the President.

15 Q When did you become aware of the  
16 allegations that are brought before the Panel today  
17 regarding Dr. Laskar?

18 A It was mid May. I believe it was the  
19 Friday before the search warrant was executed by the  
20 GBI which happened on Monday, I think.

21 Q In your position do you have any  
22 responsibilities regarding dealing with this type of  
23 situation?

24 A Yes. My responsibility, to make sure that  
25 the faculty members under my supervision are adhering

445

1 to the handbook.

2 Q What action did you take as a result of --  
3 I'm sorry.

4 Did you also go over an audit findings with  
5 the Department of Internal Auditing?

6 A Yes. I was briefed by Phil Hurd and Pat  
7 McKenna, and Mark Allen was also there on the  
8 findings up to that point in the audit on that date  
9 in May.

10 Q Were you given any direction by the

11 President on what actions to take?

12 A The President informed me and others that  
13 that, that Professor Laskar would be suspended  
14 without pay as a, as a result of the findings we had.

15 Q Okay. And let me ask you to take a look at  
16 Page GT104.

17 A Yes.

18 Q What is that document?

19 A This is a letter to Dr. Laskar from myself  
20 indicating our intention to initiate dismissal  
21 proceedings per Section 5.10 of the handbook and  
22 indicating the first step in that procedure is for he  
23 and an appropriate administrative officer to try to  
24 reach a settlement.

25 Q Who was that officer?

446

1 A That officer at the time was Dr. Gary  
2 Schuster who was the Provost.

3 Q And if you look at, I'm going to skip  
4 forward for a moment to GT117, even though I tabbed  
5 it. Here we go.

6 What is this e-mail?

7 A That's the e-mail from Gary Schuster to

8 myself indicating that the meeting between he and  
9 Dr. Laskar had occurred and they were not able to  
10 reach a settlement.

11 Q So back to GT106. I'm sorry. GT105.

12 What is this document?

13 A That is another letter to Dr. Laskar from  
14 me indicating that since they were not able to reach  
15 a mutually agreeable resolution, that we would  
16 initiate termination of his employment.

17 Q And GT106?

18 A That is to Dr. Peterson from Gary Parker,  
19 who is the Chair of the Faculty Status and Grievance  
20 Committee, indicating that that Committee completed  
21 an informal review of this case and unanimously  
22 recommended dismissal proceedings be undertaken.

23 Q What is the Faculty Status and Grievance  
24 Committee?

25 A It's a standing committee of the faculty

447

1 center.

2 Q And how are they selected?

3 A They are elected.

4 Q Look at GT107. Tell me what that is.

5           A     GT107 is a letter to Dr. Laskar from  
6     President Peterson advising him that, essentially  
7     that employment is being terminated and that we are  
8     initiating the, the dismissal procedures as per  
9     Section 5.10.

10          Q     Let me just ask you to go ahead and take a  
11     look at what's starting on Page GT145. Well,  
12     actually -- yeah, on Page GT145.

13                     Is this the dismissal procedures that you  
14     are referencing in your letter?

15          A     Correct.

16                     MS. MICK: That is all the questions I  
17     have.

18                     Mr. Frankel is going to have some for you.

19                                     EXAMINATION

20     BY MR. FRANKEL:

21          Q     You're aware of part of the procedures at  
22     GT145 that there is no authorization for the  
23     University to suspend somebody without pay when  
24     they've actually been terminated?

25                     MS. MICK: I'm going to object as to

448

1                     relevance. Since the President read that and he

2 is not a lawyer, he has since corrected it.  
3 That lawsuit has been settled. Dr. Laskar has  
4 been paid and his attorneys have been paid. So  
5 that is now --

6 MR. FRANKEL: Dr. May just testified  
7 that his job is to make sure that the faculty  
8 comply with the handbook. And now where I would  
9 like to be able to ask Dr. May whether the  
10 University has complied with the handbook. I'm  
11 not exactly sure why this witness was produced  
12 for this purpose because I'm not sure what the  
13 issues are. But if they want to know whether  
14 the handbook was complied with in the dismissal  
15 procedures of Dr. Laskar, then I would like to  
16 know whether all the procedures were complied  
17 with.

18 And yes, they, we had to file a lawsuit.  
19 We wrote to the President and said you can't  
20 suspend without pay. They now have paid a  
21 hundred percent of the pay as they promised to  
22 pay. They've reinstated him. They've paid his  
23 salary. They've paid interest and they've paid  
24 attorney's fees. I think that's evidence that

25 the University does not always comply.

449

1 CHAIRMAN MCGINNIS: So noted.

2 Q (By Mr. Frankel) Let me ask you some other  
3 questions then --

4 A Sure.

5 Q -- as long as we've got you.

6 You know that Dr. Laskar was a founder and  
7 the president of Sayana, didn't you?

8 A I found that out, yes. I did not know that  
9 until after the, the findings from the internal audit  
10 investigation were prepared.

11 Q You've never talked to Dr. Laskar as to  
12 what he is doing at the GEDC and what companies he is  
13 affiliated with?

14 A In general, yeah, not in specific terms.

15 Q You never heard of Sayana or anything else?

16 A Of course, I had heard of Sayana.

17 Q And you knew that Dr. Laskar was affiliated  
18 with Sayana, didn't you?

19 A I knew he was affiliated with Sayana  
20 because he filled out the conflict of interest forms  
21 that indicated he was an adviser of Sayana.

22 Q And you understand, did you not, that most  
23 start-ups at Georgia Tech, if a professor is  
24 affiliated with it, they also have an equity interest  
25 typically?

450

1 A That's not uncommon. That's correct.

2 Q And you never asked Dr. Laskar, do you have  
3 an equity interest, did you?

4 A Not specifically, but the form that he  
5 filled out is supposed to tell us whether or not he  
6 has an equity interest.

7 Q Didn't concern you? You weren't worried  
8 about it enough to follow up, were you?

9 A Because he indicated on the form that he  
10 was an adviser to the company.

11 Q Did you see Dr. Laskar's peer review for  
12 2008?

13 A Peer review. Can you be more specific?

14 Q PDR. PPR.

15 A Periodic peer review?

16 Q Yes.

17 A Okay. Sure.

18 Q Didn't it disclose that he was a founder

19 and an officer of Sayana?

20 A I don't recall it now.

21 Q Let me draw your attention to the black  
22 notebook. It is right here as Exhibit 1.

23 Is this Dr. Laskar's PPR for 2007?

24 A It appears to be.

25 Q And as part of this -- well, what do you do

451

1 when you go to a PPR?

2 A What do I do or --

3 Q Yes.

4 A -- what is the normal process?

5 Q Yes, what is the process?

6 A The process is for the candidate to submit  
7 a package similar to this to a committee, an elected  
8 committee of the faculty, that evaluates the  
9 candidate's progress for the past five years.

10 Q And a copy goes to the department chair and  
11 to the provost office, correct?

12 A A copy does, correct.

13 Q Let me draw your attention to Page 2. It  
14 says at the bottom of Page 2 that Dr. Laskar is the  
15 chairman and co-founder of an early stage WPAN

16 Company, Sayana Wireless.

17 Do you see that?

18 A I do.

19 Q Does that refresh your memory as to whether  
20 you knew at the end of 2007 whether Dr. Laskar was a  
21 founder and --

22 A Let me, let me --

23 Q -- chairman --

24 A -- explain to you what --

25 Q -- of Sayana?

452

1 A The PPR process requires me as chairman to  
2 write a letter to the Committee indicating my summary  
3 of the evaluations of the candidate for the past five  
4 years. So my major review is of my own annual  
5 reviews of that candidate -- of that faculty member  
6 for each of those five years. And I write a letter  
7 than summarizes those reviews. I do not, I'm not  
8 required to read in detail the candidate's submission  
9 to the Committee. The Committee is responsible for  
10 reading that.

11 Q But you understand, regardless of whether  
12 you are required to do the reading, that Dr. Laskar

13 fully disclosed to you that he was the chairman and  
14 co-founder of Sayana in his peer review? He had  
15 nothing to hide, did he?

16 A I would, I would say that he disclosed in  
17 this to the Committee who this was submitted to.  
18 This was not submitted to me. This was submitted to  
19 the Committee.

20 Q A copy of this was provided to you?

21 A A copy is given to me.

22 Q And Dr. Laskar wasn't trying to hide  
23 anything, was he?

24 A I cannot tell you what Dr. Laskar's motives  
25 were.

453

1 Q Well, by disclosing that he was a chairman  
2 and co-founder, he is not hiding that he was a  
3 chairman and co-founder, is he?

4 A Apparently not.

5 Q Am I right that conflict of interest forms  
6 are turned into you when you were the chair?

7 A Correct.

8 Q While you were the chair. And if you have  
9 any questions, you will follow up?

10 A Correct.

11 Q And sometimes you do follow up and  
12 sometimes you don't?

13 A Correct.

14 Q And is it your practice that, to do this  
15 informally rather than formally?

16 A It depends on what the nature of the  
17 question is.

18 Q So sometimes you might do it informally and  
19 not write it out?

20 A Correct.

21 Q And sometimes you might write it out?

22 A And I may encourage the person who filled  
23 out the forms to make a correction or revision.

24 Q Did you make any inquiries, formal or  
25 informal, to Dr. Laskar?

454

1 A I don't recall doing that, no.

2 Q Are you aware of any time that Dr. Laskar  
3 got a question regarding his forms?

4 A I'm, I'm aware that during the course of  
5 the investigation, the forms were missing and we  
6 encouraged him to complete the forms for every year

7 past.

8 Q And in February of 2010, that was the first  
9 time y'all switched to a computer system, right?

10 A Yes.

11 Q And there were questions to Dr. Laskar,  
12 weren't there?

13 A There were missing forms.

14 Q And he filled them out and answered all the  
15 questions to whoever's satisfaction, correct?

16 A Correct.

17 Q You weren't disappointed in any of the  
18 answers he gave regarding Sayana or anything else  
19 when he responded to those questions, were you?

20 A I did not have any concerns.

21 Q And Ms. Garton who actually reviewed it,  
22 she did not tell you that she had any concerns, did  
23 she?

24 A She did not tell me she had concerns.

25 Q There is one of the forms, it is in the

455

1 yellow notebook, GT1037.

2 A Oh, Page 1037.

3 Q Page. And I'm sorry. I'm not helping you,

4 am I?

5 A That's okay.

6 Q Now we don't go by tabs, we go by numbers  
7 and it's just to confuse you.

8 A All right.

9 Q This is a form for 2008, 2009, 2010. Which  
10 year is it, do you know?

11 A I don't know. It should say somewhere.

12 Q Well, because it is the first computer  
13 year, we know it's for 2010, right?

14 A Okay. I'll accept it.

15 Q Is that right?

16 A If it's the first computer year, that's  
17 correct.

18 Q Well, if we know that this is a computer  
19 filled-out form, right?

20 A It does appear to be, yes.

21 Q And we know that 2010 was the first year  
22 they did it computerized, right?

23 A That's correct.

24 Q So we now know this is not a 2009 form, we  
25 know it is a 2010 form; right?

1 A Yes.

2 Q And there's no signature on this. Can you  
3 tell me why not?

4 A No, I have no idea why it's not.

5 Q Did you ever ask Dr. May for his  
6 signature -- or Dr. May. I'm sorry.

7 Dr. May, did you ever ask Dr. Laskar for a  
8 signature?

9 A I personally did not, no.

10 Q Did you know whether there's a COI form for  
11 2009?

12 A I do not know off the top of my head.

13 Q And it is your testimony that you had no  
14 concerns regarding any of the forms for 2007, 2008 or  
15 2009?

16 A If I signed the form, I had no concerns.

17 Q And it is possible that you didn't sign the  
18 form, we don't know?

19 A If I didn't sign it, I didn't see it.

20 Q Okay. Fair enough.

21 Am I right that Dr. Laskar and when he was  
22 reporting for the GEDC, partial was reporting to the  
23 provost office and partial was reporting to you?

24           A    In his role as director of GEDC, he  
25           reported to the provost office. In his role as a

457

1           faculty member, he reported to me.

2           Q    Is it unusual for cost, for ECE centers to  
3           experience cost overruns?

4           A    It, it happens from time to time. It is  
5           not, not atypical.

6           Q    Did you participate in the five-year review  
7           of the GEDC in --

8           A    Yes.

9           Q    -- or around 2008?

10          A    Yes.

11          Q    I want to draw your attention to Exhibit  
12          160. Is this the report that you saw?

13          A    That's the report that Dr. Laskar  
14          presented.

15          Q    And you saw in that report, did you not,  
16          that one of the missions of the GEDC was to initiate  
17          start-up companies based on center intellectual  
18          property?

19          A    Yes.

20          Q    You understood that was the role?

21 A Yes.

22 Q You also understood that the GEDC may  
23 generate research that would be used by start-ups  
24 later?

25 A Yes.

458

1 Q And you understood that GEDC students as  
2 part of the research might design chips that  
3 ultimately would be used to be commercialized by  
4 start-ups?

5 A Yes.

6 Q What was your understanding as to the  
7 responsible person, the responsible entity to pay for  
8 research and design of chips that was to be used for  
9 student dissertations?

10 Is that an obligation of the University or  
11 an obligation of somebody else?

12 A If the research is used specifically and  
13 only for student dissertations, then it's the  
14 responsibility of the University.

15 Q What if it is used for a dissertation, but  
16 it's subsequently used by another GEDC member or  
17 somebody else? Does that change the answer at all?

18           A    It does.  That entity would have to license  
19           the technology appropriately.

20           Q    They'd have to have a license for the  
21           technology if it were licensed?

22           A    Right.

23           Q    If it were in the public domain, though,  
24           that would be totally okay?

25           A    Sure.

459

1           Q    So if the dissertation was published, for  
2           example, in the Georgia Tech library and it's part of  
3           the public domain, then absent some specific license  
4           agreement, then the start-up company could use it?

5           A    Like any other company could use anything  
6           in the public domain.

7           Q    For no charge?

8           A    If it's in the public domain.

9           Q    And if there's a license, if it licensed  
10          material, then obviously they would have to have a  
11          license to use it?

12          A    Correct.

13          Q    You are aware that Sayana has a license to  
14          use the materials, Georgia Tech's intellectual

15 property, are you?

16 A I believe so, yes.

17 Q I want to draw your attention to Page 14.

18 It's talking about --

19 A Of this report?

20 Q Yes, this very report. Thank you.

21 And it's talking about the impact on the  
22 Georgia economy.

23 A Okay.

24 Q And it lists Sayana Wireless and Joy Laskar  
25 as one of the GEDC start-ups specializing in

460

1 break-through technology and wireless technology into  
2 start-up.

3 Do you see that?

4 A Uh-huh (affirmative). Yes.

5 Q Did you understand at that time when you  
6 were reviewing this report in March of 2008 that  
7 Dr. Laskar was affiliated with and a founder of  
8 Sayana?

9 A Affiliated with, yes.

10 Q Did you have any questions as to what his  
11 role was?

12 A At that time, no.

13 Q Did you know that Dr. Ayazi's company  
14 Qualtre was there?

15 A Ayazi?

16 Q I mispronounced it.

17 A I, I, yes.

18 Q Did you know what his role was? It doesn't  
19 say whether he is an owner or a founder.

20 A Yes. This, this report does not indicate  
21 --

22 Q No. But I wonder did you know whether he  
23 was a owner or a founder?

24 A I, I understood from him personally that he  
25 was attempting to be a founder of the company.

461

1 Q Do you know whether it was on his COI form?

2 A I don't know that.

3 Q It didn't bother you because you understood  
4 that lots of professors when they were in start-ups  
5 had ownership and equity interests, right?

6 A Well, no. I will say that I reviewed his  
7 COI forms on a separate exercise. And when I do  
8 review the COI forms, I question things that are not

9 consistent. And so I don't recall Dr. Ayazi  
10 submitting a COI form that had any inconsistencies.

11 Q After the 208 review of the GEDC, did you  
12 make any recommendations to change the bylaws or the  
13 rules or anything for the GEDC that you are aware of?

14 A Bylaws?

15 Q The bylaws.

16 A I did not change any bylaws.

17 Q Did you attend the MIT forum that was  
18 televised by Georgia Public Television?

19 A No, I didn't.

20 Q Have you ever seen the website where that  
21 the forum was published on Georgia Tech's website  
22 with a link?

23 A I saw --

24 MS. MICK: I am going to object as to  
25 relevance.

462

1 CHAIRMAN MCGINNIS: Again, are we  
2 going towards one of these five charges?

3 MR. FRANKEL: Yes. It shows that  
4 Dr. Laskar was introduced as a co-founder on the  
5 website link.

6 Q (By Mr. Frankel) Did you have access to  
7 the website link?

8 A Sure. Anyone does. I, I saw the link. I  
9 didn't go to the website.

10 Q Tell me a little bit about how the GEDC is  
11 funded. I mean unlike other centers perhaps, it  
12 doesn't get any overhead back, does it?

13 A Well, not directly, but you could argue  
14 that some of the matching, et cetera, is actually  
15 turned over.

16 Q Sure. But let's talk about typically.  
17 Normally if there's a contract signed with the GTRC,  
18 that the, there is a 50 some odd, 57 percent overhead  
19 something?

20 A Industrial contract, yes.

21 Q Okay, industrial contract. And then some  
22 of that overhead goes back to the department, right?

23 A Not directly. It goes to a central pool  
24 and the pool is distributed.

25 Q And the pool is distributed?

463

1 A Right.

2 Q So for example, in Dr. Laskar's, if there

3 was a contract or -- sorry. For GEDC, unlike that it  
4 didn't go back directly with, through the pool to the  
5 GEDC, it went back to the department, ECE department,  
6 right?

7 A No, not to ECE, no. The ECE department did  
8 not get any overhead back from any --

9 Q Where would the overhead go?

10 A All, as I said, all the overhead goes to a  
11 central pool and is allocated to the units.

12 Q And was it allocated to the GEDC? The GEDC  
13 when you were chair of ECE, did it get any overhead  
14 allocated back to it?

15 A I don't believe so. I don't recall.

16 Q That's a bit atypical, hasn't it?

17 A It's a wide variety of models.

18 Q So if the GEDC did not get overhead  
19 allocated to it, where did it get its money, do you  
20 know?

21 A There was a combination funding sources.  
22 One was through residual State funding from the  
23 program which first was from the GEDC called  
24 Yamacraw.

25 Q Yamacraw.

1           A     So there's a, there's a line item for that.  
2     And there's also funding provided through the provost  
3     office and --

4           Q     The provost office historically gave about  
5     a million dollars a year?  And in the later years, it  
6     went down?

7           A     Yeah.  I was going to say that was in the  
8     hay-day.

9           Q     In fact, in 2008 and 2009 not only was  
10    there a cut at the beginning of the year, there was a  
11    cut midyear after budgeting, wasn't there?

12          A     There was a cut for State funding for,  
13    across the campus.

14          Q     And the provost office had the decision  
15    making as to who got the cuts on the second cut?

16          A     Right.

17          Q     And GEDC for whatever reasons got cut about  
18    half, to half of its budget, right?

19          A     Sounds about right.  I don't know exactly.

20          Q     So some of the funding problems they may  
21    have been experiencing in the 2008, 2009 time frame  
22    was caused by, at least in part by the reduction of

23 funding from the State?

24 A That's true.

25 Q And that was one of the reasons we were

465

1 looking at cost overruns and other issues, wasn't it,  
2 because they were having problems meeting their  
3 budget?

4 A No. Actually it was, because of a pretty  
5 long-standing pattern of overspending on accounts  
6 that eventually led to the, the, the audit, the  
7 internal audit and investigation.

8 Q Where, so we talked about GEDC getting  
9 funding from the provost office. They could also get  
10 funding from gifts?

11 A Sure.

12 Q Okay. And do you know when a entity that  
13 makes a decision to make a gift and it goes either as  
14 an education member of the GEDC or it goes to the  
15 Georgia Tech Foundation, who makes that decision?

16 A The, the donor.

17 Q The donor?

18 A Yeah.

19 Q Is there anything wrong to your knowledge

20 with a faculty member suggesting whether it should or  
21 should not be a gift?

22 A I think what the faculty member's  
23 responsibility is to explain to the donor if, what  
24 parameters are if it is going to be a gift. Meaning  
25 if it is a gift, there's no intellectual property,

466

1 there's no deliverables, that type of thing.

2 Q So that's the distinction?

3 A Right.

4 Q If there's no deliverables, it can be a  
5 gift, but if there's deliverables that delivers  
6 intellectual property, then there needs to be a  
7 research contract?

8 A Right.

9 Q And then ultimately that will have to be  
10 approved either by the GTRC or the Georgia Tech  
11 Foundation?

12 A No, not the Foundation. It's a research  
13 contract. It's --

14 Q No, no. If it's a research contract, it  
15 will be approved by the GTRC?

16 A Right.

17 Q However, if it's a gift, it's got to be  
18 approved by the Georgia Tech Foundation?

19 A Right.

20 Q And they'll distribute the money pursuant  
21 to whatever their rules are?

22 A Correct.

23 Q Are you aware that the MDP program in 2008  
24 also gave \$300,000 a year to the GEDC?

25 A MDP, I'm not familiar.

467

1 Q Market Developing Program?

2 A Oh. That is the State? It's a --

3 Q Through GRA.

4 A That sounds, that could be right, okay.

5 Q And that money could be spent by the GEDC,  
6 it was unrestricted that it could be spent on what  
7 the GEDC felt appropriate?

8 A That sounds right, yes.

9 Q And that would include fabrication of chips  
10 and research that could be used by students and  
11 things that could ultimately lead to start-ups or  
12 commercialization?

13 A It was unrestricted.

14 Q Right. And the only qualification is once  
15 it starts to go into the commercialization level  
16 where you could make money on it for the sale of it,  
17 then you would obviously have to have licensing  
18 agreements for the IP?

19 A Correct.

20 Q But there's no prohibition on creating  
21 chips and prototypes and building blocks, is there?

22 A That would be correct, yes.

23 Q Same thing with the million dollars or  
24 whatever the, the money that came from the provost  
25 office, it is unrestricted?

468

1 A As long as it's being used for educational  
2 research objectives of the University.

3 Q Am I right that -- do you know where GEDC  
4 education memberships are paid to?

5 A Most recently we paid them through the  
6 Georgia Tech Foundation.

7 Q Before more recently, where was it paid to?

8 A I don't know.

9 Q Did you participate in the decision making  
10 regarding how to make up for the Samsung overrun?

11 A There were several meetings about that,  
12 yes.

13 Q And was it your understanding that  
14 unrestricted funds, whether they were donated by  
15 industry through the GDCM membership or something  
16 else could be used to pay down Samsung's overruns?

17 A Unrestricted funds, yes.

18 Q Right. And education, GEDC membership  
19 funds and education funds could also be used to pay  
20 down Samsung's debts?

21 A In the unrestricted funds.

22 Q Right. As long as it was unrestricted,  
23 that was okay? Is that right?

24 A Yes.

25 Q And Samsung as part of the project that it

469

1 was working on did develop and create chips, did it  
2 not?

3 A Yes.

4 Q And so part of the unrestricted funds on  
5 the Samsung project were used with your permission  
6 and approval, and the provost permission and  
7 approval, to pay for chips that went to Samsung,

8 correct?

9 A Yes.

10 Q Nothing wrong with that, is there? Did not  
11 violate any policy about which you were aware of, did  
12 it?

13 A No.

14 Q Okay. Are you aware of any GEDC members or  
15 start-ups using facilities at the TSRB building?

16 A Sure. That was part of the benefits of  
17 membership was, was to be able to use equipment and  
18 facilities.

19 Q Right. So it was expected that if you were  
20 a GEDC member --

21 A Well, it was, it was allowed.

22 Q It was allowed that one of the benefits you  
23 got --

24 A Right.

25 Q -- was to use the laboratory equipment?

470

1 A Uh-huh (affirmative).

2 Q You need to say yes or no out loud for the  
3 court reporter.

4 A Yes.

5 Q To use office space if it was available?

6 A Sometimes the office space required

7 payment.

8 Q To use the facilities, though, for example,

9 the design tools or computers or whatever is

10 necessary, laboratories?

11 A Yes. Software.

12 Q Totally appropriate?

13 A Yes.

14 Q And it was totally appropriate as a GEDC

15 member to use these facilities to design chips,

16 right?

17 A Yes.

18 Q Okay. You said sometimes you have to pay

19 for office space. That may be true, but it is not

20 true for the TSRB, is it? That's the one building

21 that doesn't actually charge rent.

22 A Correct.

23 Q So if you had an office space in the TSRB,

24 by definition you weren't paying rent, right?

25 A Correct.

471

1 Q Okay. I want to draw your attention, it is

2 a really bad exhibit and everyone has complained to  
3 me how I've been so mean with the four eyes, but I am  
4 going to try again. The maps -- well, let me just  
5 ask this question more broadly. It's Exhibit 42.  
6 You are aware, and you may be from your memory, so  
7 I'll just ask.

8 Are you aware of GEDC members and start-ups  
9 having office space in TSRB?

10 A Yes.

11 Q For example, can you remember any ones that  
12 had it?

13 A Well, I remember Samsung had it.

14 Q Samsung had it?

15 A Correct.

16 Q Pirelli had it?

17 A Pirelli had it for a time, yes.

18 Q Microsoft had it?

19 A Yes.

20 Q Teyl?

21 A I don't remember that one.

22 Q Terabit?

23 A It's very possible.

24 Q Do you recall whether Quellan had it?

25 A Quellan did have it.

472

1 Q G-Tronix?

2 A Yes.

3 Q Agilent?

4 A Yes.

5 Q Neuromorphix?

6 A I believe that's a newer one, but yes.

7 Q Whiper?

8 A I don't remember each of these.

9 Q Regardless of the names --

10 A Yes.

11 Q -- each of these that you know that some of  
12 these had office space?

13 A They had office space.

14 Q They were not charged for it because you  
15 don't charge for office space in TSRB, right?

16 A Correct.

17 Q And each of these companies if they were a  
18 member of GEDC had the right to use laboratory  
19 equipment, CAD design tools and everything else?

20 A Yes.

21 Q For no charge?

22 A Yes.  
23 Q And that was totally acceptable?  
24 A As a member, that was part of their  
25 benefits.

473

1 MR. FRANKEL: That's all I have.

2 Thank you very much for your time.

3 THE WITNESS: Okay. Sure.

4 CHAIRMAN MCGINNIS: Any of the members  
5 have a question for Dr. May?

6 I'd like some clarification on something.

7 Back to the last question Mr. Frankel asked.

8 Are there any limits on what a member of  
9 GEDC could do in the facilities provided by  
10 GEDC?

11 THE WITNESS: There's a membership  
12 agreement. And so there's some limits spelled  
13 out in the membership agreement. I can't recite  
14 them to you, but you can't do something  
15 unreasonable as part of your membership. So as  
16 long as they were adhering to what's in the  
17 membership agreement and they paid their  
18 membership fee, the expectation is they will be

19 doing collaborative research using equipment,  
20 working with students, perhaps holding meetings  
21 and conferences.

22 CHAIRMAN MCGINNIS: Okay. I don't  
23 think we have any more questions. Thank you,  
24 Dr. May.

25 THE WITNESS: Sure.

474

1 GARY SCHUSTER, Ph.D.,  
2 having been duly sworn, was examined and deposed as  
3 follows:

4 EXAMINATION

5 BY MS. MICK:

6 Q Dr. Schuster, what is your current  
7 position?

8 A Professor of chemistry.

9 Q And what position did you hold previous to  
10 this one?

11 A Provost.

12 Q In your position as Provost, did you have  
13 any kind of interactions or become involved in issues  
14 regarding the Design Center?

15 A Yes.

16 Q Can you briefly tell the panel how you get  
17 involved in that.

18 A Well, there were several different issues  
19 associated with the Design Center. In my role as  
20 Provost, I was part of the Commission. Not long  
21 after I became Provost, it became aware there were  
22 some financial difficulties associated with the  
23 Design Center. Mark Allen was working with  
24 Dr. Laskar and Dr. May to attempt to resolve those  
25 financial issues.

475

1 Sometime in either December of '09 or  
2 January of '10 -- I have forgotten exactly -- I had a  
3 conversation, actually a series of conversations with  
4 Mark Allen concerning the cost overruns in the Design  
5 Center and at that time we came to the decision that  
6 it would be appropriate to audit the finances of the  
7 Design Center.

8 Q Dr. Schuster, I am going to stand down here  
9 so maybe, and I will come back to the documents.

10 Were you then at some point made aware of  
11 the results of that audit?

12 A There were a series of meetings between my

13 office and the internal auditing function at Georgia  
14 Tech during which as information became available it  
15 was presented to us and we reviewed it.

16 Q Were you at a meeting where the auditors  
17 briefed the president and yourself and others?

18 A Yes.

19 Q After that briefing what actions did you  
20 take based on that information?

21 A Well, met with the President and reviewed  
22 the information, discussed the various possibilities.  
23 And as the information unfolded -- there's a little  
24 bit more complicated than that because more  
25 information became available to us as the

476

1 investigation proceeded and as that information  
2 became available to us, I discussed it with the  
3 President and discussed it with the auditors and a  
4 number of other Georgia Tech individuals. And as  
5 result of that it was decided that it would be  
6 appropriate to suspend Dr. Laskar.

7 Q Was there anything specific in the  
8 information that made you decide this was malfeasance  
9 rather than a misunderstanding?

10 MR. FRANKEL: I think this is for the  
11 province -- I mean I'm not quite sure why  
12 Dr. Schuster is here other than to say they  
13 complied with the process before getting here.  
14 The process here is for the evidence to be  
15 presented so that y'all can make a  
16 recommendation. What his conclusions were or  
17 what motivated him is not at issue.

18 MS. MICK: I can move on. We can go  
19 through the process.

20 Q (By Ms. Mick) I am going to ask you to  
21 turn -- I'm sorry. I know there's so much stuff.  
22 We are going to go back to the beginning and we  
23 are going to look at GT104 and move through  
24 these documents and I'm going to ask you to  
25 identify them.

477

1 This is a letter you were copied on. Do  
2 you recall seeing that letter?

3 A Yes.

4 Q And what is it?

5 A It is a letter from Professor May who is  
6 the Chair of the School of Electrical and Computer

7 Engineering to Dr. Laskar indicating that the  
8 intent the Institution is to initiate dismissal  
9 proceedings.

10 Q And what is GT105?

11 A GT105 is also a letter from Professor May  
12 to Dr. Laskar informing him that the result of the  
13 meeting between Dr. Laskar and I did not result in a  
14 resolution of this issue.

15 Q Tell the panel about that meeting with  
16 Dr. Laskar.

17 Did you meet with him in person?

18 A Yes, I did. Dr. Laskar and I met. We had  
19 a general discussion of the issues and it was pretty  
20 clear that no resolution was to be found. And quite  
21 frankly, the only resolution I would have accepted at  
22 that point was his resignation.

23 Q Did he ask you any questions or did he make  
24 any comments to you about the allegations?

25 A Yes. I don't recall precisely if he made

478

1 any comments about the allegations. We ended the  
2 meeting and I asked him if he had any other questions  
3 and he said no.

4 Q Look at GT106. Again, this is a letter you  
5 are copied on.

6 Do you recall seeing this document?

7 A Yes, I do.

8 Q And what is it?

9 A It's a memorandum from President Peterson  
10 to Gary Parker who is the Chair of the Faculty Status  
11 and Grievance Committee advising him to convene a  
12 committee and review the circumstances concerning  
13 potential dismissal of Professor Laskar.

14 Q And GT107?

15 A A memorandum, a letter from President  
16 Petersen to Dr. Laskar informing him that his  
17 employment is being terminated for cause.

18 Q And you were copied on that as well,  
19 correct?

20 A Yes, I was.

21 Q I am going to ask you to look at GT115.  
22 Again, it is another letter you were copied on.

23 Do you recall seeing this document?

24 A Yes, I do.

25 Q What is it?

1           A    It is a memorandum from, or a letter from  
2           Professor Petersen to Dr. Laskar explaining that  
3           there are apparent cost overruns and potential  
4           malfeasance associated with his administration of  
5           the Georgia Electronic Design Center.  And this  
6           letter informs Dr. Laskar he is being suspended  
7           without pay.

8           Q    Let me ask you to look at GT117.

9                    Is this the e-mail you sent to Gary May  
10           that your meeting didn't result in an agreement?

11           A    Yes, it is.

12                    MS. MICK:  That's all the questions I  
13           have for you.

14                    EXAMINATION

15           BY MR. FRANKEL:

16           Q    (By Mr. Frankel)  During your meeting with  
17           Dr. Laskar, did you tell him that one of the  
18           potential resolutions was his resigning?

19           A    No.

20           Q    Did you tell him anything that might be a  
21           potential resolution?

22           A    He knew what the meeting was about.  He was  
23           told --

24 Q I apologize for interrupting.

25 I don't want to ask what you think

480

1 Dr. Laskar knew. I want to know what you told him.

2 That's my question.

3 MS. MICK: He was trying to  
4 answer that question. He said he was  
5 told meaning I think he needs to finish  
6 his answer.

7 MR. FRANKEL: I think his  
8 introduction phrase was that Dr. Laskar knew,  
9 and I really want to know what he told  
10 Dr. Laskar.

11 CHAIRMAN MCGINNIS: Can we just get to  
12 what happened at the meeting.

13 Q (By Mr. Frankel) Let me make it easier for  
14 you. I am going to hand you what has been marked as  
15 Exhibit No. 201. It is a transcript of that meeting  
16 and that might refresh your memory.

17 I'm sorry. It is not. I have the  
18 wrong number. You may think it is, but I would  
19 be giving you something else again and you may  
20 not have noticed. I've done that once or twice

21 before.

22 I am going to try this again. I am going  
23 to give you Exhibit No. 200 which is a copy of the  
24 transcript. You can refer to that.

25 So originally what happened was you said it

481

1 was to discuss resolutions, you asked him for  
2 questions; right? Is that correct?

3 A Well, I haven't had a chance to review  
4 this, so I would gladly.

5 Q Okay. Well, the first thing you say at the  
6 end is --

7 A At the end?

8 Q The first paragraph of your first speaking-

9 A At the end --

10 Q -- your second paragraph says the purpose  
11 of the meeting this morning is for you and I to  
12 discuss any possible resolutions.

13 Do you see that? Can I help? I will point  
14 your attention.

15 A Sure. Yes.

16 Q Okay. And next you say you will try to  
17 answer any questions or listen to any suggestions he

18 has, right?

19 A Right.

20 Q Okay. Didn't Dr. Laskar tell you at the  
21 bottom of the page where it says Joy, okay, um, well,  
22 I'm not familiar with the process?

23 A That's what it says here.

24 Q Okay. And the next time Joy asked he says  
25 I want to understand what the issues are.

482

1 Do you see that? Second page? It is the  
2 second entry of Joy.

3 A Yes, I do.

4 Q And you told him in response I don't think  
5 we can clarify it now in any detail. And you later  
6 explained that you will get it through the rest of  
7 the process but not today.

8 A I think that is correct.

9 Q And so although Dr. Laskar repeatedly asked  
10 you could you please at least tell me what the  
11 charges are, all I've got is Dr. Peterson's letter,  
12 the one-page letter, you kept saying to him over and  
13 over I can't tell you, that that is later for the  
14 process, right?

15           A     At that point I didn't know what the formal  
16           charges were to be. I knew what the evidence was,  
17           but I didn't know what the charges were.

18           Q     And did you tell Dr. Laskar what the  
19           evidence was that you participated in that you were  
20           having that meeting for?

21           A     I don't recall if I did or didn't.

22           Q     If it refreshes your memory, you can look  
23           at the transcript. I don't think you did, but that  
24           would be up to you to conclude.

25           A     I don't think I was asked what the evidence

483

1           was.

2           Q     He asked you what the issues were, didn't  
3           he?

4           A     I think he was aware of what the issues  
5           were, and I did tell him that the charges would be  
6           presented to him.

7           Q     But you didn't explain anything. He said  
8           very specifically I have to understand, just  
9           understand exactly what the issues are. And he said  
10          I have not received any specifics on these charges so  
11          I'm not sure how I can respond to anything until I

12 get that detail. He kept saying I need to know what  
13 I'm being accused of, what the issues are and you  
14 said you could not tell him.

15 A Well, I don't think he had been accused at  
16 that point of anything. It was --

17 Q Well, he had been terminated for allegedly  
18 doing something wrong.

19 A He wasn't terminated.

20 Q He had been suspended without --

21 A The process had begun and it was to go to  
22 the Faculty Status and Grievance --

23 Q Well, no, that's not true. Under the rules  
24 the first step is before it goes to the Faculty  
25 Grievance Committee is an opportunity for the Provost

484

1 and the tenured faculty member to talk about the  
2 issue and see if they reach a resolution. It is not  
3 automatic that it goes.

4 A Absolutely.

5 Q So why were you unwilling to talk to  
6 Dr. Laskar about what he was accused of and at least  
7 have an opportunity to have a reasonable discussion  
8 as to whether there could or could not be a

9 resolution?

10 A I don't think I was unwilling to do that.  
11 I knew what a resolution would be in my mind and I  
12 suspected and in fact today we are here because my  
13 suspicion was true that he would not resign at that  
14 point.

15 Q But you didn't ask him. You didn't say  
16 that's an opposite, did you?

17 A I think he was aware of that.

18 Q I want to know what you think he was aware  
19 of. I want to know whether you told him.

20 A I don't think I said you can resign.

21 Q Okay. Did you tell him that in response to  
22 his questions that before he can act he needs to  
23 understand what he is being accused of and what the  
24 allegations are, you told him you couldn't tell him;  
25 right?

485

1 A I didn't know what he was going to be  
2 accused of. I knew what the evidence was.

3 Q Okay. You didn't tell him what the  
4 evidence was and say we are concerned about you doing  
5 this or concerned about you doing that. All this

6 says is malfeasance in the letter. It doesn't say  
7 what the malfeasance is, does it?

8 A I can only assume that he had some inkling  
9 of a suggestion in his mind as to what the  
10 malfeasance was.

11 Q Aren't you assuming that he's guilty? The  
12 only way he could assume and know something is if he  
13 was guilty of it.

14 A I am assuming that he is fully aware of the  
15 audit that's been going on. In fact, I know he was  
16 fully aware of the audit that was going on. We had  
17 conversations about that. He had asked me questions  
18 about that. He knew about the National Semiconductor  
19 problem.

20 Q National Semiconductor problem is not at  
21 issue here, is it?

22 A No, it is not.

23 Q And the, and Dr. Laskar never got a copy of  
24 the audit because instead on the day he was suppose  
25 to get the conclusions for the audit he was told he

486

1 was suspended and they never had a meeting and he  
2 never got those conclusions, did he?

3 A I don't know if he got them.

4 Q So you just said you knew he had the  
5 conclusions --

6 A No, no. I didn't say I knew he had the  
7 conclusions of the audit. I said I suspected.

8 Q You suspected. Okay.

9 A And that he knew what the issues were.

10 Q But when he was meeting with you and saying  
11 I don't know what the issues are, why wouldn't you  
12 tell him?

13 A The -- I didn't think that I needed to tell  
14 him what the issues were. That's why I didn't  
15 mention it. And I did not know what the charges  
16 would be.

17 Q You weren't willing to tell him the issues  
18 for whatever reason.

19 A It wasn't that I wasn't willing. I didn't  
20 think it was necessary.

21 Q Okay. He asked you and you were not  
22 willing. You said no, right?

23 A I said that he would be informed what the  
24 charges are later in the proceedings.

25 Q Later in the process, but later in the

1 process assumes that there is going to be a faculty  
2 grievance -- which by the way he did not get advanced  
3 notice of, he only learned afterwards -- the only  
4 time he found out about the charges was five months  
5 later, but you are assuming that it is going to go  
6 through the process but that's not the purpose of  
7 that meeting. The purpose of the meeting is to have  
8 a good faith discussion about resolutions and yet you  
9 wouldn't talk to him about the very issues he is  
10 being accused of.

11 A I knew -- well, I suspected that a  
12 resolution was not going to be achieved because the  
13 only resolution that I would accept and knew the  
14 resolution had to be mutual would be his resignation  
15 --

16 Q But you discussed no resolutions, did you?

17 A And are here today -- excuse me -- because  
18 he is not accepting a resignation.

19 Q A resignation wasn't offered. We are here  
20 today because when he went to first meeting to talk  
21 about a resolution no resolution was reached because  
22 none was discussed. The next day and one day -- not

23 the next day, but when it went to the Faculty  
24 Grievance Committee and one day they decided that  
25 they would accept the charges. Don't know what they

488

1 were told.

2 Were they told the charges in advance?

3 A I have no idea. I didn't communicate with  
4 them.

5 Q So you won't tell Dr. Laskar what the  
6 charges are, but the Faculty Grievance Committee in  
7 24 hours can do it and then 24 hours later the  
8 President can sign off on it.

9 Why do they get to know the charges and  
10 Dr. Laskar?

11 MS. MICK: I am going to object. We  
12 are not talking about the charges. I think he  
13 said I needed evidence. I think he can about  
14 the evidence --

15 MR. FRANKEL: I will rephrase my  
16 question.

17 MS. MICK: Let me finish, please,  
18 so she can take it down.

19 -- that way the Faculty Grievance Committee

20 is presented with evidence, not charges. Those  
21 are drafted up later.

22 Q (By Mr. Frankel) Okay. You were  
23 unwilling to show, talk to Dr. Laskar about any of  
24 evidence.

25 Do you know what evidence was presented to

489

1 the Faculty Grievance Committee?

2 A No, I don't.

3 Q You just assumed they would do a rubber  
4 stamp and say yes, we will go forward.

5 A The Faculty Status and Grievance Committee  
6 does not rubber stamp.

7 Q But that's very interesting because  
8 you said when you talked to Dr. Laskar you said  
9 you will find out later in the process and as the  
10 General Attorney's representative here just told  
11 you, Dr. Laskar get the charges until afterwards.  
12 He doesn't get anything from the Faculty Grievance  
13 Committee until they say let's go forward. He  
14 doesn't get anything about the charges until the  
15 President says let's go forward. Even then he  
16 doesn't get anything until he invokes his right to a

17 hearing and even then in this particular context it  
18 was four months later.

19 That's right, isn't it?

20 A I had no way of knowing when he would get  
21 the charges when I told him at our meeting that he  
22 would get the charges.

23 Q But you knew because you are familiar as  
24 the Provost you understood, did you not, that a  
25 faculty member doesn't get charges unless and until

490

1 the Faculty Grievance Committee decides to proceed,  
2 the President agrees to accept the recommendation,  
3 the President notifies the faculty member that he is  
4 accepting the recommendation, gives the faculty  
5 member an opportunity to invoke the procedures within  
6 30 days and then and only then does he get charges.  
7 You knew that because that is written out in Section  
8 5.10 of the handbook.

9 A Well, it may be written out in Section  
10 5.10, but I can't tell you that I was familiar with  
11 the exact details of the process.

12 CHAIRMAN MCGINNIS: Mr. Frankel, where  
13 we are going with this? We have five charges

14 that we have to assess. I do not understand  
15 where you're going.

16 MR. FRANKEL: Where I'm going is that  
17 we're talking about the Attorney General has  
18 decided to introduce two witnesses to talk  
19 about the fairness of the process that we got up  
20 here. I didn't choose to do this. I didn't  
21 choose to bring this up, but if we are going to  
22 talk about the fairness of the process, then I  
23 would like to talk about the fairness of the  
24 process.

25 MS. MICK: It is not about fairness.

491

1 It is about following the policy.

2 MR. FRANKEL: And I am suggesting they  
3 did not follow the policy.

4 MS. MICK: Which is argumentative.

5 CHAIRMAN MCGINNIS: So noted.

6 MR. FRANKEL: Right. That's my  
7 argument.

8 CHAIRMAN MCGINNIS: So noted.

9 Q (By Mr. Frankel) Is it unusual, have you  
10 participated in other faculty terminations or

11 suspensions?

12 A Yes.

13 Q Okay. Is it usual for the University to  
14 issue press releases regarding that termination or  
15 suspension?

16 A You know, there are just very few cases so  
17 I'm not sure that anything is usual.

18 Q In your experience as Provost was there  
19 ever an occasion where Georgia Tech issued a press  
20 release regarding the suspension of a professor other  
21 than Dr. Laskar?

22 A Not that I can recall.

23 Q Are you aware of any situation when you  
24 were Provost where the President himself edited a  
25 press release that was going out regarding the

492

1 suspension of Dr. Laskar?

2 A I don't know that the President edited this  
3 press release.

4 Q Well, let's show you then if you didn't  
5 know.

6 Are you aware of when you were Provost of  
7 any other professor being suspended without pay?

8 A Yes.

9 Q You are aware that suspension without pay  
10 is a violation of Section 5.10 of the faculty  
11 handbook, aren't you?

12 A I understand that that was a matter of some  
13 question which has been resolved in this case.

14 Q And it has been resolved in this case by  
15 actually reinstating Dr. Laskar, paying him 100  
16 percent of his back wages, reinstating him for future  
17 wages and retirement and full benefits, paying  
18 interest because it wasn't paid and paying all the  
19 attorneys fees that were incurred in relation to  
20 that.

21 That's the resolution, isn't it?

22 A I was not involved in it.

23 Q And that's an admission that the University  
24 violated. Well, let's say it differently. The  
25 University doesn't pay 100 cents on the dollar plus

493

1 attorneys fees if it thought that it complied with  
2 it.

3 CHAIRMAN MCGINNIS: Mr. Frankel, we  
4 have been through this now. This will be, I

5 think, the third time. We have got --

6 MR. FRANKEL: I think I am done.

7 Thank you.

8 RE-EXAMINATION

9 BY MS. MICK:

10 Q (By Ms. Mick) When you were talking about  
11 that transcript, what is that? Is that something you  
12 typed up?

13 A No, it is not.

14 Q Did you record the meeting?

15 A No, I didn't.

16 Q Do you know who put these words on the  
17 paper?

18 A I don't know who put the words on the  
19 paper, but I know that Dr. Laskar did record the  
20 meeting.

21 Q Did you review it or I mean did you  
22 have anything to do with manufacturing this  
23 document?

24 A No.

25 Q And I might be showing my age, but isn't

494

1 it true that Tech has issued press releases on

2 other high-profile cases involving Georgia Tech  
3 personnel who are accused of stealing a whole  
4 lot of money?

5 MR. FRANKEL: You are leading which is  
6 inappropriate and he's testified he doesn't  
7 know. And also notwithstanding you're  
8 leading --

9 THE WITNESS: Your question was  
10 different than her's.

11 MR. FRANKEL: I would object --

12 THE WITNESS: Your question was  
13 concerning a faculty member.

14 CHAIRMAN MCGINNIS: Could you ask  
15 your question differently so we can move on  
16 here.

17 Q (By Ms. Mick) Weren't there other press  
18 releases involving similar -- do you know of any  
19 other press releases involving similar cases as to  
20 Dr. Laskar's case?

21 A Yes.

22 Q Okay.

23 A These involved employees of Georgia Tech  
24 who were suspected or admitted stealing funds from

25 Georgia Tech.

495

1 Q And do you know whether this --

2 MS. MICK: Well, I don't have any  
3 other questions.

4 CHAIRMAN MCGINNIS: Great. Are there  
5 any questions from the Panel?

6 MS. VINEY: I am still questioning  
7 this. Is this transcript an exhibit here?

8 MR. FRANKEL: Yes, it is Exhibit 200.

9 MS. VINEY: So it was recorded by  
10 Dr. Laskar.

11 MR. FRANKEL: I'll clear it up for  
12 you.

13 RE-EXAMINATION

14 BY MR. FRANKEL:

15 Q Did Dr. Laskar ask if he could record the  
16 conversation?

17 A Yes.

18 Q Do you have reason to doubt that this is an  
19 accurate description?

20 A No.

21 MR. FRANKEL: That's all.

22 CHAIRMAN MCGINNIS: Thank you,  
23 Dr. Schuster.

24 MR. FRANKEL: Thank you for your time.

25 CHAIRMAN MCGINNIS: Okay. We have

496

1 approximately thirty minutes left today. You  
2 have the floor.

3 MR. FRANKEL: I don't have witnesses  
4 present, but I will start by doing some things  
5 and we will continue in the morning.

6 First, let me introduce -- I have tried to  
7 get witnesses available. I don't have subpoena  
8 power. According to the rules, Section 5.10, if  
9 I don't have the ability to get a witness here I  
10 am entitled to introduce statements at the  
11 Committee's discretion.

12 I would like to introduce a statement and  
13 read it into the record from Wooyong Lee who  
14 is the ETRI contract person if that is  
15 permissible.

16 CHAIRMAN MCGINNIS: No objection.

17 MS. MICK: Do you have a copy --

18 MR. FRANKEL: Yes, I will give you a

19 copy, but I would like to read it into the  
20 record.

21 MS. WASCH: Can we get a copy?

22 MR. FRANKEL: Everybody can get a  
23 copy.

24 MS. MICK: Is it a sworn statement?

25 MR. FRANKEL: It is a sworn

497

1 statement by Wooyong Lee. And I'm going to  
2 show you two exhibits. This is 206. And  
3 just for verification purposes because we are  
4 dealing with somebody, here is a copy of 313, a  
5 copy of his passport that verifies his  
6 signature.

7 With your permission I will read it into  
8 the record.

9 Wooyong Lee, who first being duly sworn  
10 swears and deposes as follows.

11 My name is Wooyong Lee. I am over 18 years  
12 of age and under no disability. I'm giving this  
13 affidavit based on facts within my personal  
14 knowledge.

15 I am employed by the Electronics and

16 Telecommunications Research Institute, ETRI, as  
17 the head of its engineering staff.

18 On August 1st 2006 and January 19th 2007,  
19 ETRI entered to Collaborative Research  
20 Agreements with Sayana Wireless, Sayana.

21 The purpose of the Collaborative Research  
22 Agreements was to engage in cooperative research  
23 to better understand the applications for  
24 exchange and exchange access services of various  
25 technologies, including low cost 60 gigahertz

498

1 integrated transceiver technology.

2 As part of our agreements, Sayana provided  
3 ETRI with periodic research reports regarding  
4 its research on low cost 60 gigahertz integrated  
5 transceiver technology, and with samples of  
6 chips manufactured by Circuits Multi-Projets  
7 (French for Multi-Project Circuits) based in  
8 Grenoble, France (CMP) so that ETRI could test  
9 the chips and verify the workability of the  
10 concept.

11 ETRI paid Sayana for the periodic research  
12 reports. ETRI did not pay Sayana for any of the

13 CMP chip samples Sayana provided.

14 All of the chips Sayana provided to ETRI  
15 were prototype chips with no commercial or no  
16 resale value.

17 None of the chips Sayana provided to  
18 ETRI were sold to ETRI for commercial use or  
19 resale.

20 Sayana sent ETRI a small two times 1.25  
21 millimeters an LAN prototype mixer cut of the  
22 CMP run GT\_May 2006 as part of the  
23 September 2006 Collaborative Research  
24 Agreement. One or two modules were also sent to  
25 ETRI at the end of 2006 for additional testing

499

1 and proof of concept demonstration.

2 Sayana sent ETRI 20 samples from CMP run  
3 GT\_September 2006 for testing and verification  
4 as part of its September 2006 Collaborative  
5 Research Agreement.

6 Sayana sent ETRI 20 samples from CMP run  
7 GT\_2007 for testing and verification as part  
8 of the March 2007 Collaborative Research  
9 Agreement.

10 Sayana sent ETRI 20 samples from CMP run  
11 GT1 to July 2007 for testing and verification as  
12 part of the March 2007 Collaborative Research  
13 Agreement.

14 Sayana sent ETRI 40 samples from CMP run GT  
15 underscore October 2008 for testing and  
16 verification as part of the March 2007  
17 Collaborative Research Agreement.

18 ETRI has not received any CMP chips from  
19 Sayana other than those described above.

20 As part of its Collaborative Research  
21 Agreement with ETRI, Sayana designated Dr. Joy  
22 Laskar, Dr. Stephane Pinel, Dr. Kyutae Lim,  
23 Dr. Saikat Sarkar, Sen Padmanava and  
24 R. Mukhopadhyay as members of its research team  
25 and agreed that those persons would spend a set

500

1 percentage of the time each was permitted to  
2 work for Sayana on our project.

3 ETRI understood that the individuals  
4 identified in paragraph eight above -- I think  
5 that's a typo and was meant to say 16 -- were  
6 not full-time employees of Sayana and thus

7 would not be able to spend all of their time on  
8 our collaborative research projects. For  
9 example, ETRI understood that by stating Saikat  
10 Sarkar would work a hundred percent load, that  
11 Sayana was agreeing only that all of Sarkar's  
12 time with Sayana would be spent on our joint  
13 project.

14 Sworn by the undersigned under penalty of  
15 perjury, Wooyong Lee.

16 I'd also like to go ahead next and  
17 introduce certain exhibits into the record that  
18 would be used for us. If we have not already  
19 introduced them, we would like to introduce our  
20 Exhibit 14. I don't believe that has been  
21 introduced.

22 CHAIRMAN MCGINNIS: Is this marked as  
23 an exhibit?

24 MR. FRANKEL: Yes. It is marked as  
25 Exhibit 200. Oh, I'm sorry. It's Exhibit No.

501

1 206. I said the wrong number.

2 CHAIRMAN MCGINNIS: This is the  
3 affidavit.

4 MR. FRANKEL: We would like to  
5 introduce into evidence Exhibit 14. This is the  
6 VentureLab proposal for phase two and we would  
7 like to draw the attention just to the Committee  
8 to the proposed goals of the VentureLab project,  
9 Complete Developer Level Prototype. It  
10 disclosed the IP status as belonging to Georgia  
11 Tech, four patents pending, 21 invention  
12 disclosures to Georgia Tech and says  
13 specifically that there's a licensing agreement  
14 in place with GTRC.

15 And it says specifically in the profile  
16 that the purpose of this, the GEDC design center  
17 is to develop 60 gigahertz multi-gigabyte low  
18 cost radio for WPAN technology. It lists in  
19 clarity and this document by the way is dated  
20 August of 2008. It discloses to VentureLab and  
21 to officials at Georgia Tech exactly what the  
22 founder's experience are and discloses that  
23 Dr. Laskar is a founder and owner and officer.

24 It talks about the summary of results of  
25 prior VentureLab projects and it gives some of

1 the things that Sayana has already done on phase  
2 one. And if you look at the page Bates No.  
3 1526, one of the things it specifically  
4 disclosed to VentureLab is the availability of  
5 Sayana's radio prototype samples in 2008 with  
6 demonstrations to key customers, that it was  
7 contemplated that prototypes would be provided  
8 to customers.

9 If we look at the next page it talks about  
10 expected commercialization risks and injuries.  
11 And it talks again that Sayana Wireless radio  
12 prototypes have already been presented to key  
13 customers in 2008. And then it goes on to list  
14 the intellectual property and all of the  
15 inventions that you saw in the license agreement  
16 and the amendments.

17 It then lists the team on page 1529 and it  
18 lists the team as of August 2007 and it lists  
19 Joy Laskar, Founder and President, and lists  
20 everybody else. And it talks about the goals of  
21 phase two at the bottom of page 1529 and it  
22 says, "Design of a fully integrated digitally  
23 enhanced 60 megahertz radio design compliant

24 with volume production requirements.

25 And if you go to the last page 1531 it

503

1 talks specifically about creating fabrication of  
2 customer quality engineering samples, presumably  
3 so they can be tested. If we look at the next  
4 exhibit -- I'm sorry. That's the same exhibit  
5 number.

6 If we look at Exhibit 43 which is the phase  
7 one of the Sayana VentureLab which by the way  
8 as you may know is a Georgia Research Alliance  
9 Project and you have heard testimony that GEDC  
10 not only got VentureLab money but also got some  
11 money from GRA. It lists, it says specifically  
12 are you company officers on the first page. The  
13 answer is yes. Joy Laskar and Stephane Pinel.  
14 It was submitted to the VentureLab  
15 representative from Georgia Tech and it's  
16 Stephen Fleming. Again, then talks about the  
17 founder's experience and interests and  
18 ownership. And again lists all the patents  
19 there. You will notice that the patents are not  
20 as extensive there because this was done the

21 year before.

22 When we get to page six of eight it  
23 discloses the team again. Joy Laskar is  
24 identified as founder and president.

25 When we get to page seven of eight we start

504

1 talking about what are the deliverables and it  
2 says that the GRA funds will be used to be  
3 offset prototype fabrication costs. No funds  
4 will be used to fund equity holders in the  
5 company.

6 When we get to the proposed budget, they  
7 say the deliverable paid for by VentureLab is a  
8 fully functional and well-characterized  
9 prototype of a CMOS mixed-signal RF Sigma-Delta  
10 Phase lock loop design using FAW resonator.

11 And when we get to the goals and tasks on  
12 page eight, we see a specifically identified  
13 goal in phase 1-A is design of a proof of  
14 concept prototype and in phase 1-B fabrication  
15 of a proof of concept prototype.

16 If you look at Exhibit 44 which is the  
17 phase one project summary which is talking

18 about the results of the Georgia Research  
19 Alliance and Sayana Wireless project, it talks  
20 about creating in the first page the  
21 availability of prototype samples in early 2008.  
22 It talks about at the bottom of the page all  
23 disclosed to Georgia District Attorney and GRA  
24 the establishment of strategic alliance with key  
25 volume customers and doubling the revenue

505

1 stream. And then it says on the fourth item the  
2 availability of customer engineering samples  
3 early in 2008.

4 When you get the second page it  
5 specifically says GRA funds will be allocated to  
6 a local outsource IP house to fabricate a fully  
7 functional prototype based on the design  
8 developed in phase 1-A to be integrated into the  
9 technology.

10 We would like to, although I think you've  
11 already seen it, we would like to introduce  
12 into evidence if it already hasn't been  
13 introduced, we would like to introduce into  
14 evidence Exhibit 150 which is Dr. Laskar's CV

15 and you will see that it discloses a lot of the  
16 things about Dr. Laskar that are relevant  
17 including, for example, and this is also in the  
18 requests to admit that in request to admit 131  
19 the defendant admits that plaintiff -- by the  
20 way Exhibit 149 -- that Plaintiff is an  
21 electrical engineer specializing in the design  
22 and development of mixed signal integration  
23 circuits for use in wireless and digital  
24 communication systems.

25 On page, on Request to Admit 134 and

506

1 this is also shown in the CV that Dr. Laskar  
2 has written five books on mixed signal design --

3

4 PANEL MEMBER ANDRADOTTIR: Do we have  
5 all these documents?

6 MR. FRANKEL: Yes. 149 should be in  
7 your notebook and 150 should be in your  
8 notebook. It's not? I will give you 150. No,  
9 I apologize if I said 130. I misspoke.

10 CHAIRMAN MCGINNIS: 134.

11 MR. FRANKEL: Here is Dr. Laskar's CV.

12 It is Exhibit 150. Here is 150. I just wanted  
13 to introduce the CV. I am not going to read  
14 that. You are welcome.

15 But I would like to talk a little about 149  
16 and I think that is where the numbers confused  
17 you and I apologize. 149 are Requests to Admit  
18 that are allowed to be read into the record as  
19 evidence, and I would was drawing your attention  
20 to the response, to No. 131 of the Requests to  
21 Admit which is found on Page 64. And I was  
22 drawing your attention to Request to Admit 134  
23 that is on Page 66 of the Requests to Admit  
24 where Georgia Tech acknowledges and admits that  
25 Dr. Laskar has written and presented scholarly

507

1 papers throughout the country and the world on  
2 mixed signal design including five books, 174  
3 peer-reviewed journal articles and 352  
4 peer-reviewed conference presentations.

5 I would draw your attention to Request to  
6 Admit 138 found on Page 68 where the Defendant  
7 admits that Dr. Laskar advised more than 50 Ph.D  
8 candidates. I will draw your attention to a

9 Request to Admit 144 found on Page 70 where  
10 Georgia Tech has acknowledged and admitted that  
11 since suspending Dr. Laskar without pay Georgia  
12 Tech has publicized in writing the suspension of  
13 Dr. Laskar and the initiation of an employment  
14 action against him.

15 I would draw your attention to Request to  
16 Admit 153. It's found on Page 73 where Georgia  
17 Tech admits that a Georgia Tech employee  
18 suggested that Defendant commercialize certain  
19 wireless technology researched by Defendant in  
20 the course of his employment at Georgia Tech.

21 I would draw your attention to Request to  
22 Admit No. 408. It's found on Page 144 where  
23 Georgia Tech admits that Georgia Tech's accounts  
24 payable department approved each and every  
25 invoice from CBMP paid by Georgia Tech.

508

1 I draw your attention to Request to Admit  
2 421 found on Page 151 where Georgia Tech admits  
3 that a portion, that ATDC and EII employees  
4 asked Sayana to demonstrate its technology for  
5 NCR Corporation when NCR was visiting the

6 Institute on other business.

7 I draw your attention to Request to Admit  
8 No. 1 on Page 4 where Georgia Tech admits that  
9 prior to suspending Dr. Laskar on May 17th 2010  
10 Georgia Tech had not conducted any investigation  
11 into student Masters theses and doctoral  
12 dissertation based on referencing or including  
13 intellectual property related to the computer  
14 chips manufactured by CMP for Georgia Tech, GEDC  
15 or Sayana.

16 And I draw your attention to No. 2 where  
17 Georgia Tech admits that prior to suspending  
18 Dr. Laskar on May 17th 2010 Georgia Tech had not  
19 conducted any investigation into whether any  
20 computer chips manufactured by CMP had been sold  
21 or would be the subject of a scientific or  
22 academic publication including without  
23 limitation conference papers or journal articles  
24 authored or co-authored by any employee or  
25 student of Georgia Tech.

509

1 I now draw your attention to the big  
2 notebooks that we gave you that we tried to

3 clean out for you, and I will walk you through  
4 that notebook because I think it's helpful.

5 First, let me show you in the notebooks  
6 you'll find several exhibits. The first exhibit  
7 I think you will see and LeAnne will tell me the  
8 number because I don't recall it. 212. And you  
9 will see a summary of academic applications by  
10 chip for each of the runs identified by the same  
11 numbers we've used before.

12 You will see behind that as the next  
13 exhibit you will see a breakdown and the title  
14 of every single article that is used and you see  
15 the document number that it matches. And then  
16 behind that you will see every single article --  
17 I'm not asking you to read them -- by number  
18 that matches up to the chart. And the very  
19 back, I don't recall, you will see three  
20 exhibits and if Leanne, if you could tell me the  
21 numbers, you will see three exhibits from some  
22 of the research to authenticate that all of  
23 these were actually used.

24 But let me draw your attention to the  
25 summary of academic applications and chips. The

1 GT\_May 2006 chip which was approximately two  
2 times five millimeters was used in eight  
3 published peer-review journal articles, two  
4 dissertations and 34 published workshops all in  
5 the public domain all of which referenced the  
6 research results on the CMP chip fabrication  
7 GT-May 2006.

8 On GT, the next run, GT September 2006  
9 there were three published peer-review journal  
10 or conference papers, two dissertations and 16  
11 published workshops all of which referenced the  
12 chip manufacturing on that run, the results and  
13 measurements from that run all of which  
14 information is in the public domain.

15 The next one is GT\_January 2007. The size  
16 of that chip was approximately five times  
17 six millimeters. For that particular chip there  
18 were six published peer-reviewed journal or  
19 conference papers, two dissertations, 31  
20 published workshops, seminars, conferences and  
21 presentations all in the public domain, all of  
22 which discussed the chips, the results and what

23 the measurements were on those chips and it's  
24 all in the public domain.

25 And the next run, GT\_April 2007, six

511

1 published peer-review journal articles were  
2 written, one dissertation was written and 22  
3 published workshops, seminars, conferences,  
4 presentations or press articles were issued  
5 which talked about the results and the testing  
6 for that chip run, what the chips did and all of  
7 the testing requirements and it was published in  
8 the public domain available for use by anybody.

9 The next run was GT one July 2007. The  
10 test chip was approximately five times four  
11 millimeters. There were eight published  
12 peer-review journal or conference papers for  
13 that one, three dissertations by Georgia Tech  
14 Ph.D. or Masters students and 56 published  
15 workshops, seminars, conferences, presentations  
16 or press articles. Again, they talked about the  
17 test results of that particular chip run, what  
18 the measurements were and lots of other detail  
19 all of which is part of the public domain.

20                   The next chip run was GT2\_July 2007. It is  
21                   approximately 5.2 times 8 millimeters in size.  
22                   Eight published peer-review journal articles,  
23                   six dissertations and 56 published workshop,  
24                   seminars, conferences and presentations were  
25                   used in connection with that chip which

512

1                   disclosed the chip design, the measurement and  
2                   the testing and all of that is part of the  
3                   public domain.

4                   The next runs were GT 1, 2 and 3 for  
5                   January 2008. They had three different sizes  
6                   and that was part of three runs on the same kind  
7                   of billing. There were five published  
8                   peer-review journal articles or conference  
9                   papers, five dissertations by Georgia Tech or  
10                  Masters students and 30 published workshops,  
11                  seminars, conferences, presentations or press  
12                  articles which showed the results of those runs  
13                  of chips talking about the measurements and the  
14                  testing. That is all part of the public domain.

15                  The next one was GT\_April 2008 and there  
16                  was a one, two and three various sizes for the

17 chips. There were five published peer-review  
18 journal or conference papers, four dissertations  
19 by Georgia Tech or Masters students, 25  
20 published workshops, seminars, conferences,  
21 presentations all of which used the test results  
22 and the measurements from those chips, all of  
23 which are in the public domain.

24 The next chip run was GT\_October 2008. It  
25 was the size of approximately 9.4 times 2.8

513

1 millimeters. There is pending one peer-review  
2 journal article, five dissertations have already  
3 used the Georgia Tech Ph.D or Masters students,  
4 24 published workshops, seminars, conferences,  
5 presentations or press articles. Again, the  
6 results of that chip run the measurements, the  
7 testing, the design are disclosed in the public  
8 domain.

9 The last runs that were Sayana one and two  
10 underscore July of 2009. There were two chips.  
11 So far five dissertations have been published by  
12 Georgia Tech Ph.D. or Masters students utilizing  
13 the results of those tests.

14                   What I just told you is every single tape  
15                   run that has come from CMP, every single tape  
16                   run was used in published materials in the  
17                   public domain.

18                   I would like to introduce to you several  
19                   other exhibits, summary exhibits to make sure  
20                   that we're all on the same page.

21                   First, although we've talked about it, I  
22                   would like to introduce Exhibit No. 213. It is  
23                   a summary of the chips paid for by Georgia Tech.  
24                   It is exactly what you heard in great length  
25                   yesterday from Mr. Hurd. And you will see by

514

1                   tape, by chip fabrication, you will see the  
2                   fabrication date, you will see the payment date,  
3                   you will see the check number and you will see  
4                   the amount that was paid by Georgia Tech. It is  
5                   \$1,089,000 and change. And I believe Mr. Hurd  
6                   testified that recently an additional invoice  
7                   was paid to the tune of about \$200,000. I just  
8                   wanted to give you the documentation so it is  
9                   easy to see.

10                   MS. WASCH: I object to this document.

11 It appears to be a summary created by Dr.  
12 Laskar's attorney --

13 MR. FRANKEL: It is. It is a  
14 demonstrative exhibit --

15 MS. WASCH: -- and it omits at least  
16 one of the chip runs.

17 MR. FRANKEL: I'm not aware of it  
18 omitting any chip runs. These are the chip runs  
19 that Georgia Tech paid for. I'm not omitting  
20 any chip runs that they didn't pay for. That'll  
21 be the next exhibit. I think I am totally  
22 entitled to use demonstrative exhibits  
23 summarizing evidence.

24 Do you have a problem with it?

25 CHAIRMAN MCGINNIS: What is your

515

1 problem now with it again?

2 MS. WASCH: As long as it is a  
3 demonstrative exhibit, that is demonstrative of  
4 something that they put together --

5 CHAIRMAN MCGINNIS: We understand.

6 MS. WASCH: -- to summarize other  
7 evidence that is fine. You have got the real

8 evidence.

9 MR. FRANKEL: And we've taken -- I'm  
10 trying to make it easier for the Committee.  
11 I've given you demonstrative Exhibit 215. You  
12 already have it in your stack that talks about,  
13 that identifies the date, the wire transfer  
14 number and the amount of all of the chips paid  
15 for by Sayana and the total is \$499,000 and  
16 change.

17 I'd also like to introduce if it is not  
18 already there Exhibit No. 214, also a  
19 demonstrative exhibit. Exhibit 214 identifies  
20 each of the tape runs by tape run and who used  
21 it, and what the allocated cost would be. For  
22 example, you see the GT May 2006. \$59,000 of  
23 value went to Georgia Tech. \$1100 of value went  
24 to Sayana and then to ETRI. We see 2006, you  
25 can how it works and you can see that the first

516

1 three tape runs, May 2006, September 2006 and  
2 January 2007, Sayana got chips and they were  
3 shipped to ETRI and you have seen that in  
4 Mr. Lee's affidavit and you have seen it from

5 Mr. Hurd and the other document.

6 On the next two runs, however, GT April  
7 2007 a(indicating) June of 2007, you have heard  
8 from Mr. Hurd that there is no evidence anywhere  
9 that anything was shipped to ETRI. And the only  
10 evidence that was presented to you was that  
11 nothing went to ETRI and so the numbers there,  
12 the dollars are a 100 percent going to what  
13 Georgia Tech paid for.

14 The next one you will see is July 1, 2007,  
15 and you will see that Georgia Tech -- I mean  
16 that Sayana and ETRI got 20 five by four  
17 millimeter chips just like the document  
18 showed -- this is a summary -- and therefore  
19 we used the square percentage and got the  
20 \$99,000.

21 The next one, GT 2 July 2007 you will  
22 see that nothing went to ETRI. Nothing at all.  
23 So we have allocated that full amount to Georgia  
24 Tech. But if you will notice that of that  
25 \$240,000 if you look at what was paid for by

517

1 Sayana even though Sayana did not get any chips

2 and did not distribute any chips to ETRI and all  
3 the chips went to Georgia Tech and were used in  
4 public domain documents, Sayana still paid for  
5 \$190,000.

6 If we get to GT 1, 2, and 3 of 2008, it is  
7 a relatively large shipment, nothing went to  
8 ETRI. You will see that noted.

9 If you go to April 2008 you will see  
10 another relatively large shipment. Nothing  
11 went to ETRI.

12 When we get to October of 2008 you will  
13 see a shipment of \$130,000 approximately. Some  
14 went to ETRI and we've listed it. I believe  
15 that is the one that Mr. Hurd is saying Georgia  
16 Tech has now paid for. That invoice was  
17 outstanding when the documents were produced to  
18 us.

19 The last one is Sayana 1 July 2009, and  
20 again we disclosed and the testimony was that  
21 some of it went to ETRI and we have divided it  
22 out. The end result is as you see here that  
23 \$309,000 value of chips were used by Georgia  
24 Tech and also sent to ETRI. And that \$1.4

25

million of chips were used exclusively by

518

1

Georgia Tech. They were not delivered to

2

Sayana. They were not delivered to ETRI and

3

the information provided in those chip runs are

4

part of the public domain.

5

I want to be clear about the testimony

6

here though on the document. Even the

7

chips that went to ETRI were still utilized

8

by Georgia Tech and included in dissertations.

9

CHAIRMAN MCGINNIS: Just to clarify,

10

so this says that the chip runs that were paid

11

for by Georgia Tech, some part of that went to

12

ETRI.

13

MR. FRANKEL: Correct. And the ones

14

that were paid by ETRI, some of those ETRI did

15

not use --

16

CHAIRMAN MCGINNIS: -- paid by

17

Sayana.

18

MR. FRANKEL: -- by Sayana. You are

19

exactly right.

20

CHAIRMAN MCGINNIS: ETRI never paid

21

Georgia Tech.

22 MR. FRANKEL: ETRI never paid Georgia  
23 Tech. Sayana would have. And you also see that  
24 runs that went exclusively to Georgia Tech,  
25 Sayana paid for. But you are right. Those are

519

1 the totals. Those are not by run.

2 I would like to introduce into evidence  
3 Exhibit 209, 210 and 211 --

4 CHAIRMAN MCGINNIS: We have about four  
5 more minutes.

6 MR. FRANKEL: And then I'll stop for  
7 now. I want to introduce four more exhibits. I  
8 want to tell you what they are and then I will  
9 hand them out. These are the copies of the  
10 electronic transfers that show that Sayana paid,  
11 and you see in Exhibit No. 300 that you have,  
12 these are proof that Sayana actually paid for  
13 each of these chips. It's the electronic  
14 transfers going to CMP.

15 First, you have got Exhibit No. 209. That  
16 shows the payments on 4/28/09 to CMP. That  
17 shows one payment and it's a payment for  
18 \$65,237.

19                   We have got 210. Exhibit 210 is a copy  
20                   of the bank statement from Sayana. It shows  
21                   that two payments were paid to CMP on that  
22                   particular bank statement. One for \$123,000  
23                   and change. Another for \$48,000 and change.  
24                   You will see on Exhibit No. 211 -- and the last  
25                   one I need is 236 -- you will see on Exhibit No.

520

1                   211 from the bank statements that on that  
2                   particular statement there was a payment of  
3                   \$141,000.

4                   CHAIRMAN MCGINNIS: This one does not  
5                   have a number on it.

6                   MR. FRANKEL: I'm sorry. It probably  
7                   was an inadvertent mistake so it may not be  
8                   numbered. There should be Nos. 209, 210 and  
9                   a 211.

10                  CHAIRMAN MCGINNIS: And are you  
11                  telling us that these statements should match  
12                  up in some way with these chip runs?

13                  MR. FRANKEL: It matches up exactly  
14                  with the payments that you see for the  
15                  chip fabrications on Exhibit No. 300. Oh,

16 I'm sorry. Exhibit No. 215. It shows what  
17 ETRI paid.

18 CHAIRMAN MCGINNIS: 214?

19 MR. FRANKEL: It's this one that  
20 shows the ETRI payment. It's just giving you  
21 documentation of what ETRI paid for. It is  
22 Exhibit 215. I handed this out yesterday. You  
23 got these yesterday. I didn't re-hand it out.  
24 It is a summary.

25 MR. MARSHALL: You handed it out this

521

1 morning --

2 MR. FRANKEL: No, I handed it out  
3 yesterday. You're right. I gave a corrected  
4 copy this morning. You're right.

5 MR. MARSHALL: Because yesterday's had  
6 the \$90,000 --

7 MR. FRANKEL: Right, and that was  
8 wrong. I am just showing you the backup for  
9 each of these so you will understand it.

10 And then last but not least is 236 and this  
11 shows the last payment by Sayana and it is the  
12 last one listed on that form for \$119,944 and

13 change. And if you add it up and this is just  
14 an Excel spreadsheet, this is a demonstrative  
15 exhibit, it comes to \$499,000.

16 So I am going to stop right now and we  
17 will go, start again tomorrow today.

18 CHAIRMAN MCGINNIS: Can you  
19 estimate for us how much you want to do  
20 tomorrow?

21 MR. FRANKEL: Here is my problem. I  
22 am having great difficulty getting witnesses. I  
23 hope to introduce four witnesses that was from  
24 my original list of 15, but 11 said no. I am  
25 trying very hard to get those four. If I cannot

522

1 get those our, I've asked whether they will give  
2 statements, and if so, I will either present the  
3 witnesses or the statements.

4 We have not yet decided whether we will  
5 call Dr. Laskar. I will make that decision  
6 tonight and I will have a couple more exhibits  
7 to show so I don't think it will take that much  
8 time.

9 I would like the opportunity and you can

10 talk to John about this, obviously, to have  
11 closing arguments but we can deal with that  
12 tomorrow.

13 MR. MARSHALL: We'll probably time  
14 limit those to about 15 minutes each.

15 MR. FRANKEL: I would be more than  
16 happy to time limit them to an hour or so.

17 MS. WASCH: I'm sorry. I didn't hear  
18 that.

19 MR. MARSHALL: I said we will probably  
20 time limit them to 15 minutes each if that's  
21 acceptable, closing statements.

22 MS. WASCH: Either than or we can do  
23 written closings.

24 MR. FRANKEL: I would actually prefer  
25 to do an oral closing. I find it helpful to try

523

1 to bring the evidence. If the Committee would  
2 like us to submit written closings after that  
3 I'm more than happy to do so.

4 MS. WASCH: One or the other. Oral or  
5 written.

6 MR. MARSHALL: You decide. You guys

7 want it oral or written?

8 CHAIRMAN MCGINNIS: Yes, but limited.

9 MR. FRANKEL: So we will give you a  
10 limited 15 minutes and if you want more we can  
11 provide it to you in writing.

12 Is that fair enough? Excellent.

13 (HEARING ADJOURNED.)

14

15

16

17

18

19

20

21

22

23

24

25

524

1 C E R T I F I C A T E

2 G E O R G I A:

3 F U L T O N C O U N T Y:

4 I hereby certify that the foregoing  
5 transcript was taken down, as stated in the caption,  
6 and the questions and answers thereto were reduced  
7 to typewriting under my direction; that the  
8 foregoing pages 1 through 523 represent a true,  
9 complete and correct transcript of the evidence  
10 given upon said hearing; am in compliance with  
11 O.C.G.A. Section 9-11-28(d) and Section 15-14-37(a)  
12 and (b); and I further certify that I am not of kin  
13 or counsel to the parties in the case; not in the  
14 regular employ of counsel for any of said parties;  
15 nor am I in anywise interested in the result of said  
16 case.

17 This the 10th day of April, 2011.

18

19

-----

20

DEBERA J. PUCKETT, CCR, B-1188

21

22

23

24

25