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RON WINE CONSULTING :  
GROUP, LLC, :  
Plaintiff :  
-vs- : CASE NO. 2016-00698  
WRIGHT STATE :  
UNIVERSITY, ET AL., :  
Defendant :

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Deposition of RYAN FENDLEY, a  
Defendant herein, taken by the Plaintiff as upon  
cross-examination and pursuant to the Ohio Rules of  
Civil Procedure as to the time and place and  
stipulations hereinafter set forth, at the offices  
of Dyer, Garofalo, Mann & Schultz, 131 N. Ludlow  
Street, Suite 1400, Dayton, Ohio at 10:07 a.m., on  
November 13th, 2017, before Jamie S. Hurley, Court  
Reporter and Notary Public within and for the State  
of Ohio.

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QUICK REFERENCE INDEX

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INFORMATION REQUESTED

NOT APPLICABLE

\* \* \* \* \*

1 ON BEHALF OF PLAINTIFF

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14 ON BEHALF OF DEFENDANT, RYAN FENDLEY

15 Mr. Kevin R. Conners  
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Columbus, Ohio 43215

18 ALSO PRESENT  
19

20 Mr. Ron Wine

21 \* \* \* \* \*

22

23

24

25

1 WHEREUPON:

2 RYAN FENDLEY,  
3 of lawful age, a Defendant herein, being first duly  
4 sworn as hereinafter certified, testified as  
5 follows:

6 CROSS-EXAMINATION

7 BY MR. IGNOZZI:

8 Q. Sir, my name is Ken Ignozzi, and I  
9 represent Mr. Wine and his group. You'll have to  
10 excuse my voice, I'm a little bit under the  
11 weather.

12 A. (Indicating.)

13 Q. But, anyway, this is a deposition. I  
14 know you, I think you have some familiarity with a  
15 deposition, and I'm just going to ask you  
16 questions. If you don't understand any question at  
17 all, stop me and tell me so, and then we'll work it  
18 out so that we understand each other, okay?

19 A. Okay.

20 Q. First off, can you tell me your name,  
21 please?

22 A. Certainly. Ryan Fendley.

23 Q. Okay. And Ryan, what is your current  
24 address?

25 A. 668 Shayna, S-H-A-Y-N-A, Lane, and

1 that's in Beavercreek, and the zip on that is  
2 45434.

3 Q. Okay. And how long have you lived  
4 there approximately?

5 A. Since December of '12.

6 Q. And who do you live there with?

7 A. My wife and my children.

8 Q. And your wife's name?

9 A. Mary. Same last name.

10 Q. And as I understand it, your wife  
11 works?

12 A. Yes, she does.

13 Q. Where does she work?

14 A. Wright State University.

15 Q. And what does she currently do there?

16 A. She is a tenured faculty member in the  
17 College of Engineering.

18 Q. And roughly how long has she worked  
19 there?

20 A. All in, a little over five years.

21 Q. Did your wife have anything to do with  
22 the WSRI, WSARC?

23 A. She held a position in the institute.  
24 I believe it was early in 2010 for a short period  
25 of time.

1 Q. Okay.

2 A. In transition of the College of  
3 Engineering.

4 Q. I assume you go by Ryan?

5 A. I do.

6 Q. And your age?

7 A. It gets painful every year, 42 now.

8 Q. If you could, Ryan, tell me where  
9 you're from.

10 A. Originally from Fort Wayne, Indiana.

11 Q. I assume that you went to high school  
12 there?

13 A. Purely through happenstance because we  
14 moved around quite a bit, but, yes, we ended up  
15 going back, so I completed my last two years in  
16 high school in Fort Wayne.

17 Q. And what formal education did you have  
18 beyond high school?

19 A. I earned a bachelor's degree in  
20 telecommunications from Indiana University and an  
21 MBA from, in finance from Wright State.

22 Q. And when did you get the MBA from  
23 Wright State?

24 A. Let's call it, again, 2005.

25 Q. Okay. And, well, tell me, I guess,

1 when you got your MBA in 2005 roughly, what did you  
2 as far as employment wise?

3 A. So from, starting in 2003, late 2003,  
4 November, December, somewhere in there I worked for  
5 Wright State University.

6 Q. And in what capacity?

7 A. A variety of capacities. It started  
8 out in the College of Engineering and then  
9 transitioned into a series of roles with the  
10 Research Institute and the Applied Research  
11 Corporation and then culminated in the position as  
12 senior advisor to the provost.

13 Q. And as I understand it, your employment  
14 basically ended with Wright State, I think, in  
15 August of 2015?

16 A. Yes.

17 Q. So when you got involved with WSRI,  
18 that was in, what, '07, '08?

19 A. It would have been with its initiation  
20 in 2007 and even in the planning before that.

21 Q. Okay. And at that time was Hopkins the  
22 president?

23 A. Forgive me. I don't remember when Dave  
24 officially transitioned from provost to president.  
25 It would have been in there somewhere, so I think

1 he did it in late '06, early '07, one of those.  
2 I'm not sure.

3 Q. So tell me, I guess, when you first  
4 transitioned into a role with WSRI because we know  
5 that WSRI was first, WSARC didn't come up until  
6 later?

7 A. Right.

8 Q. What role did you have with WSRI in the  
9 beginning?

10 A. So the title was business manager, and  
11 that was the initial position I held.

12 Q. And give me some idea when you, and  
13 this is roughly 2007?

14 A. Uh-huh.

15 Q. Roughly?

16 A. January 1st.

17 Q. Tell me about WSRI. How many employees  
18 did it have, the nature and scope of its work?

19 A. Sure. So it started out with four  
20 employees, and I was one of those four, and it had  
21 three primary objectives to serve as the front door  
22 of the University to the community. Oftentimes  
23 Dr. Hopkins felt that when someone from the  
24 community wanted to access Wright State expertise,  
25 they got lost in the labyrinth, and he wanted a



1 front door or a belly button that you could just  
2 push and get directed to the right resource. And  
3 he thought the Research Institute was the way to do  
4 that.

5 The second foot of the stool, I  
6 guess, of things we were supposed to do was to  
7 raise the portfolio and profile of the University  
8 by conducting youth's inspired basic and applied  
9 research. And the third thing that Dr. Hopkins  
10 wanted us to do was to be the key driver for the  
11 University of regional economic development to  
12 engage with the Dayton Development Coalition, the  
13 legislators, the city councils, those groups to be  
14 able to help them move the community in the ways  
15 that they wanted and ways that were consistent that  
16 Wright State could help in.

17 Q. Now, in the beginning there, obviously  
18 that's a big list of objectives, given four  
19 employees and the nature and scope of things at the  
20 time you became business manager, how did things go  
21 over the next couple years?

22 A. I think very well. We were building an  
23 organization from the ground up. Dr. Hopkins had  
24 laid out goals as it related to the size of the  
25 research portfolio, the way that we were assisting

1 faculty in augmenting their research and being able  
2 to provide funding and research experience for  
3 students, and we were exceeding those targets, and  
4 I'd say he was generally quite pleased.

5 Q. In your role for the first couple of  
6 years was business manager?

7 A. Yes.

8 Q. And that role, did it change at some  
9 point or just the name change?

10 A. So the role changed as the organization  
11 grew, and the names changed as well.

12 Q. Okay. But basically you were head of  
13 the WSRI for the first number of years?

14 A. So I think it's fair to say that  
15 Dr. Narayanan led the Institute on a hands-on basis  
16 through 2010, and then when he was provided the,  
17 selected as the Dean of the College of Engineering,  
18 Computer Science, that's when they made the  
19 decision to install a full-time director, and I was  
20 asked to serve in that capacity.

21 Q. And you worked in conjunction with  
22 Dr. Narayanan?

23 A. Yes.

24 Q. Okay. And what was his role in the  
25 2010 timeframe?

1 A. He served as the executive director.

2 Q. And your title was?

3 A. Director.

4 Q. What's the difference?

5 A. Day-to-day operational responsibility  
6 generally fell to me. He was there as the liaison  
7 of the University's upper administration as well as  
8 to help set the direction, the strategic direction  
9 and the strategy for execution to achieve that.

10 Q. Okay. And at some point in time I  
11 believe shortly before 2010 Mr. Wine got involved  
12 with the WSRI, correct?

13 A. To the best my recollection, yes.

14 Q. Okay. I'm not going to ask you for a  
15 date.

16 A. Thank goodness.

17 Q. So tell me about, you know, obviously  
18 you've got all of these objectives. You're a  
19 business manager. You have four employees. Things  
20 are going along, and then I know at some point in  
21 time Mr. Wine and his group got involved. Tell me  
22 about what you recall when you first heard Mr. Wine  
23 and his involvement.

24 A. So I believe I met Ron after he had  
25 come off or just finished his assisting with the

1 initial Dayton Regional Stem School and the College  
2 of Education, I think was when I first met Ron, and  
3 I know that Dr. Hopkins was pleased with how that  
4 had come to pass and thought that Ron and his  
5 network could benefit the institute as it looked to  
6 expand the sources of research funding.

7 Q. And so in the beginning I assume you  
8 had meetings with Ron?

9 A. Yes.

10 Q. And what was, and how did things go in  
11 the first year of Ron's involvement?

12 A. Well, as, to be clear, Dr. Narayanan  
13 was in those meetings as well. It was normally the  
14 three of us, the four of us including Dr. Hopkins,  
15 and it was laying out the ways in which Ron could  
16 assist us, the doors that he and his network could  
17 open, and how we could leverage that into building  
18 a program of research or economic development  
19 activities that would meet the University's  
20 objectives.

21 Q. And after those meetings I assume that  
22 the, basically, the plan was employed?

23 A. Uh-huh.

24 Q. And how did things go with regard to  
25 the, well, the development of the Research

1 Institute and all its objectives?

2 A. Oh, I think it went very well. Yeah.  
3 There was no doubt that we were able to execute  
4 the, to the objectives the president had set up to  
5 grow the portfolio to serve as the key driver of  
6 economic development. I mean, the portfolio went  
7 up. People were added. A research in new areas  
8 from new sources was generated.

9 Q. And was Ron Wine and his connections in  
10 work instrumental in basically growing all of the  
11 objectives?

12 A. It was a very important piece in what  
13 we were able to accomplish.

14 Q. And as far as Ron Wine's work, as I  
15 understand it, he worked with you at the time in  
16 addition to President Hopkins and anyone else that  
17 he needed at the University to achieve the  
18 objectives?

19 A. Uh-huh. I guess I should say yes. I'm  
20 sorry. I forget you can't --

21 Q. In the beginning, what was, what is  
22 your understanding with regard to the compensation  
23 Mr. Wine and his group was to receive from his  
24 strategic efforts in meeting all of the objectives?

25 A. If I remember correctly initially Ron

1 was put on a monthly retainer. And, you know,  
2 forgive me. I don't remember the amount.  
3 Somewhere I think, and, again, please don't hold me  
4 to it. I think it was under 60,000 annually,  
5 72,000 annually, somewhere in that neighborhood for  
6 a period of time. And then as things began to  
7 grow, Ron was then within the body of work that he  
8 was generating, was to be paid 5 percent of the  
9 value of the contract for the work that was  
10 executed that he helped deliver.

11 Q. And as I understand it, the terms of  
12 that 5 percent performance bonus or whatever we  
13 call it, there was a few components to that, one  
14 being that obviously the contract was secured.  
15 And, two, it wouldn't be paid until the money  
16 actually came in, am I correct?

17 A. Yes.

18 Q. And then throughout the time as things  
19 were growing, as I understand it, basically you  
20 were the person who kind of had to keep track of  
21 that, meaning the 5 percent when it came in and  
22 when he would be paid or how much he would be  
23 entitled to --

24 A. Yes. There was some, because of the  
25 timing of how the contract dollars came in and

1 everything else, it was not a straightforward X to  
2 Y sort of thing, so it required some tracking, and  
3 that fell to me, and I did that and shared that  
4 with Dr. Narayanan and Dr. Hopkins.

5 Q. And as far as, and I understand that  
6 because, for example, some of the contracts are  
7 multi-year?

8 A. Yes.

9 Q. And you're not going to pay a  
10 consultant for what he's entitled to if it didn't  
11 come in yet?

12 A. Correct.

13 Q. And some of the them with multi-years  
14 are always trying to, and as things grew it became  
15 a little more complicated to track all of that?

16 A. Yes.

17 Q. As I understand it, with regard to, I'm  
18 trying to ask, I guess, how often did you keep  
19 track of it?

20 A. So I believe we had it set up where for  
21 the first few years, and, again, you'll forgive me,  
22 I don't remember whether it started in '11 or, I  
23 don't recall when specifically. There was a  
24 statement of work that was in place, and every six  
25 months, it had a six-month period of performance,

1 so it would be reviewed every six months and  
2 whatever adjustment needed to be made up or down  
3 based on the volume of dollars that qualified for  
4 that went through during that period. It would be  
5 adjusted.

6 Q. So basically there was a scorecard, if  
7 you will, or whatever you want to call it, but  
8 every six months is when you kind of put all of the  
9 tracking down to see where you're at and see if  
10 you're on track --

11 A. Yes.

12 Q. -- as far as the compensation that he  
13 was entitled to, and you would make an adjustment  
14 up or down or whatever the case may be to make sure  
15 that that was being done as part of the agreement?

16 A. Yes.

17 Q. Throughout your time, as I understand  
18 it, the agreement was always that he would be  
19 entitled to a 5 percent performance-based  
20 compensation?

21 A. So I can speak up through when my  
22 involvement ended which would have been, I believe,  
23 when did Dennis take over? Again, I'm going to  
24 guess and say it was May of 2014.

25 Q. Okay.



1           A. At that point whatever agreement that  
2 was worked out, I believe the last contract that I  
3 was involved in ended June 30th of 2014. Again, I  
4 may be off, but I think that's when it was.

5           Q. Okay.

6           A. And then whatever was put in place  
7 after that I can't speak to.

8           Q. But in terms of, well, the agreement up  
9 until your involvement, if your dates are correct  
10 there for the whatever it was, five years or  
11 whatever it was before that, the agreement was  
12 always that he would be entitled to this 5 percent  
13 performance-based agreement that you would look at  
14 every six months to make sure that that's on track?

15          A. Yes.

16          Q. And that's basically because the, you  
17 weren't going to pay any money that was owed until  
18 you actually got it and it come in because, you  
19 know, there's possibilities out there the money  
20 might not come in for some reason or another?

21          A. So I don't want to get down in the  
22 weeds, but ultimately, right, there's a contract  
23 value or a contract ceiling which is the maximum  
24 amount that could be awarded over the life of the  
25 contract, and then general increments were

1 released. Sometimes the increments were released  
2 up to that ceiling. Sometimes they didn't reach  
3 that ceiling, but the 5 percent performance bonus  
4 was not based on the ceiling. It was based on  
5 actual dollars that were received by Wright State.

6 Q. So, in other words, Mr. Wine, his group  
7 they were always paid or, I guess, his payment was  
8 always, was it entitled to under the contract was  
9 always deferred to some extent?

10 A. It, I always used the term trailing  
11 returns.

12 Q. Trailing returns, okay. Is that the  
13 same kind of thing I'm thinking of?

14 A. I think so. Ultimately you had to, you  
15 weren't paid in a period which it was actually  
16 earned. It was actually one cycle or two cycles  
17 down the road.

18 Q. Right. Either 6 or 12 months?

19 A. Right.

20 Q. And that depended on, of course, the  
21 contracts and when they came in?

22 A. Absolutely.

23 Q. If you had a ten-year contract, that's  
24 a lot more difficult to --

25 A. Uh-huh.

1 Q. And as I understand it from time to  
2 time during these meetings over the years basically  
3 the issue would come up about, like, how Mr. Wine  
4 and his group's compensation would be paid, like,  
5 when WSARC became in existence and from time to  
6 time, there were like even one-time payments --

7 (Door interruption.)

8 BY MR. IGNOZZI:

9 Q. Anyway, there were one-time payments  
10 and all that that kind of creped the score up the  
11 date with the trailing compensation, but my  
12 question is who was it throughout all these years  
13 that figured out how Mr. Wine and his group's  
14 compensation would be paid whether it was through  
15 this or that or this PO or that PO, who, do you  
16 understand my question?

17 A. Excuse me. And this is the one, and it  
18 may have been the interruption, but can we start  
19 just start over with that?

20 Q. Absolutely. Throughout all the years  
21 you would do this score card every six months and  
22 figure things out and, of course, the money that  
23 Mr. Wine is entitled to is always in arrears to  
24 some extent or trailing or however you want to say  
25 it because of the six-month intervals and the

1 various contracts, but nevertheless, the 5 percent  
2 was always paid somehow or another as far as you  
3 know?

4 A. To the best of my ability to honor the  
5 agreement Dave had with Ron, absolutely.

6 Q. Okay. And before I got to my question,  
7 I guess that was my other question, too, in the  
8 source of this agreement was with President  
9 Hopkins?

10 A. That was my understanding.

11 Q. Okay. And I assume that you got the  
12 direction from President Hopkins that the money  
13 that comes in, once it comes in and all of that,  
14 he's entitled to 5 percent but only when it comes  
15 in, and he wanted you to keep track of it and make  
16 sure that happened?

17 A. Both Dr. Narayanan and I received that  
18 direction, yes.

19 Q. Okay. Then my question is throughout  
20 these years I notice that there's sometime a  
21 one-time payment here and there, that kind of  
22 thing, and it was paid over the years with  
23 different POs, purchase orders or different  
24 contracts or some through WSRI or through WSARC.  
25 My question is who was it that would have been the

1 person who directed where it came from? That is  
2 payments that Mr. Wine was entitled to under the  
3 agreement, do you understand my question?

4 A. I think so. But I've got to, let me  
5 think about it for a minute because I want to make  
6 sure that I answer the question that you asked.  
7 Okay. So if I understood the question that you  
8 asked, the vehicle for payment was a function of  
9 the associated agreement with Ron under which the  
10 money had been earned, does that answer your  
11 question?

12 Q. Yes, a little bit. But I know from  
13 time to time it came up during meetings or  
14 otherwise, well, let me ask you this, as I  
15 understand it, the University, Wright State  
16 University didn't let Ron decide from which PO or  
17 which entity things got paid from as far as his  
18 compensation he was entitled to under the  
19 agreement?

20 A. I believe it's safe to say that is  
21 correct.

22 Q. And as I understand it, basically  
23 between President Hopkins, Narayanan, and yourself,  
24 you guys told Ron on a number of occasions, don't  
25 worry about it. We're going to honor the

1 agreement, and you'll find a way to honor the  
2 agreement, whichever way that was as far as how  
3 these compensation would be paid and under which  
4 entity or which accounting system?

5 MR. MATTES: Objection, form.

6 BY MR. IGNOZZI:

7 Q. It wasn't great question. But --

8 A. Forgive me. I'm not trying to be  
9 difficult, sir. I'm trying to get to the actual  
10 answer to your question.

11 Q. Well, because I know he was paid under  
12 different POs and through different entities over  
13 time, right?

14 A. Yes.

15 Q. And was it you or were you in  
16 conjunction with Narayanan and President Hopkins or  
17 who was it that decided the vehicle meaning through  
18 which entity or PO order that Mr. Ron's  
19 compensation would be paid?

20 A. So I think it's fair to say that the  
21 driver for that was, again, as I said earlier tied  
22 to the source of the funds, but that all three  
23 individuals were aware of and endorsed the specific  
24 funding source for whatever the vehicle was to get  
25 it to, to get it to Ron.

1 Q. I see.

2 A. Does it that answer the question?

3 Q. I think so.

4 A. I'm trying, I'm sorry.

5 Q. Because I know that WSARC came about in  
6 roughly 2012, does that sound about right?

7 A. It would have been March of 2011.

8 Q. March of 2011?

9 A. That one I remember because I had  
10 surgery the next day.

11 Q. Okay. And in any event, do you know  
12 why WSARC was created as part of the WSUN  
13 enterprise?

14 A. Oh, absolutely. It became very  
15 difficult within the University system to  
16 accomplish day-to-day business activities in a  
17 manner that made doing business with sponsors easy.  
18 Just as an example so everybody gets it, the way  
19 that the University keeps its time does not allow  
20 an individual to assign time to different programs  
21 on a daily basis. So whereas you can go in, I  
22 believe, most folks are lawyers, you can assign a  
23 time to a specific client and X number of hours in  
24 a given day, that has to be done under the  
25 University's time management system on a monthly

1 basis. At the end of the month, everything has to  
2 be reallocated. That became overwhelmingly  
3 difficult and time consuming. So being able to get  
4 those types of business activities outside of the  
5 traditional University infrastructure was a key  
6 element to the growth of the organization.

7 Q. And as I understand it, once WSARC was  
8 created, and by the way, did Mr. Wine have some  
9 role in the creation of WSARC?

10 A. I think it's fair to say that Ron was  
11 very supportive of the creation of the Applied  
12 Research Corporation. In conversations with  
13 Dr. Hopkins, he saw in his interactions with  
14 Narayanan and I some of the challenges that we were  
15 facing as we were trying to grow the organization.  
16 Ron was aware of some of the potential benefits  
17 that we had seen in having reviewed the likes of  
18 Georgia Tech and some other institutions that  
19 utilized a vehicle like the Applied Research  
20 Corporation, and we were able to leverage his ear  
21 of the president to smooth the path to get that  
22 done.

23 Q. And as I understand it for the first  
24 few years, you, well, once the WSARC was created in  
25 2011 and going into 2011 and going into 2012 and



1 '13 and '14, what was your role with WSARC versus  
2 WSRI and WSU?

3 A. So I was the CEO of WSARC, and I  
4 continued to serve as the director of the Research  
5 Institute, and there were no employees of either  
6 the Institute or the Applied Research Corporation.  
7 Everyone was an employee of Wright State  
8 University. It gets to be like a little bit of  
9 Russian nesting dolls in that regard, but --

10 Q. And that's what I was going to ask  
11 because as I understand it basically in the  
12 beginning you had this new vehicle which was all  
13 part of the WSU enterprise and all of your  
14 objectives that you were doing with regard to the  
15 research, but WSRI and WSARC, even the people on  
16 the board were almost all the same people?

17 A. So the, okay. The easiest way to  
18 explain it and, again, not to try to get too  
19 complicated is in order for the Applied Research  
20 Corporation to stay a component of Wright State  
21 University, which was mission-critical in the view  
22 of Dr. Hopkins for a variety of reasons that are  
23 not germane, the board had to be a majority of  
24 Wright State University personnel, so the way that  
25 the board of the Applied Research Corporation was

1 constructed included a majority of Wright State  
2 University employees as board members as well as  
3 some members of the Greater Dayton community.

4 Q. Okay.

5 A. But to be clear, the board members of  
6 the Applied Research Corporation were not the board  
7 members of the Wright State University board of  
8 trustees, two completely separate things.

9 Q. Right.

10 A. So --

11 Q. What I meant was, I guess, well, most  
12 of the board of WSARC were also the Wright State  
13 employees?

14 A. Yes. A majority.

15 Q. And all of them were employees of  
16 Wright State?

17 A. Those were the, yes, the only employees  
18 within the University's sphere are Wright State  
19 University employees.

20 Q. All right. And as I understand it,  
21 once the WSARC was created, things weren't as they  
22 did before except that now you had this new vehicle  
23 to basically allow the University to be more nimble  
24 in getting contracts and doing business as you  
25 mentioned?

1           A.   Yes.

2           Q.   How was it, I guess, in the, going  
3 forward once WSARC was created? Because as I  
4 understand it the work that Mr. Wine did and the  
5 contracts, they would be bid on, and when a  
6 contract would come in, I guess, first I'm asking  
7 you when a contract would come in, you bid on it,  
8 and you got the contract. At that point, had the  
9 contract been ascribed to WSRI or WSARC or was that  
10 when that decision was made when --

11          A.   Okay. So the, give me just a minute to  
12 think through an explanation for this that's  
13 cogent. So the Applied Research Corporation was  
14 established to serve as the contracting entity and  
15 the treasury for Wright State University, step one,  
16 okay. Step two, because of the timing on a number  
17 of awards or proposals that were under submission  
18 during the creation of the Applied Research  
19 Corporation and its formation, some contracts were  
20 bid using Wright State University as the submitting  
21 entity. Others were then used as the Applied  
22 Research Corporation as the submitting entity.  
23 That determination was made at the time of  
24 submission of the proposal.

25          Q.   I understand.

1           A.    Okay.

2           Q.    So once a proposal then was accepted  
3           and the contract for research was secured, it went  
4           to whatever entity had submitted the proposal  
5           essentially?

6           A.    Yes.

7           Q.    And then I guess going forward after  
8           WSARC was created, who made the decision on who was  
9           submitting the proposal whether it be WSARC or  
10          WSRI?

11          A.    Sure.  So to be clear, the intent was  
12          always to use WSARC wherever possible.  That was  
13          why it was created, but ultimately there could be  
14          circumstances that would necessitate that it would  
15          go through the University.

16          Q.    Okay.

17          A.    That was, again, made as a collective  
18          decision primarily between Narayanan and I as to  
19          what the, what the appropriate entity was for that.

20          Q.    And that did happen from time to time  
21          where a contract would come in, and there was some  
22          decision to make it go through the University  
23          versus WSARC for some reason or another?

24          A.    So yes.  But to the best of my  
25          recollection, that decision always had to be made

1 prior to the submission of the contract proposal.

2 Q. Now, as far as after WSARC was created,  
3 did Mr. Wine continue doing the same things he had  
4 been doing before?

5 A. Yes.

6 Q. And did, did Wright State enterprise  
7 continue paying Mr. Wine the 5 percent as the score  
8 card reflected every six months with trailing, of  
9 course?

10 A. So I can say yes, again, with certainty  
11 until the time when I was no longer involved in the  
12 process, and then I can't speak to it.

13 Q. Now, as I understand it, did Dennis  
14 take over your spot, basically?

15 A. Yes.

16 Q. And when Dennis came in and took over  
17 your spot, you believe that was 2014?

18 A. I do, yes.

19 Q. And did you, I assume you went over the  
20 state of affairs with regard to WSRI as well as the  
21 WSARC?

22 A. Yes.

23 Q. And that included the act of  
24 involvement Mr. Wine and his group had with  
25 everything over the years?

1 A. Yes.

2 Q. And at that point in 2014, I think you  
3 guys had somewhere around 75 plus employees?

4 A. That's as good a number as any. I  
5 think when I left it was 69, but no doubt it  
6 continued to grow.

7 Q. Okay. And at that point obviously it  
8 sounds like to me like all the three objectives  
9 that President Hopkins had directed you with, it  
10 really done tremendously well?

11 A. I would like to think so.

12 Q. So when Dennis came in, did you meet  
13 with him and as part of everything else, did you  
14 tell him about Mr. Wine and his group and  
15 activities of the, and the agreement that Wright  
16 State had with him with regard to his compensation  
17 and how it worked?

18 A. Yes.

19 Q. Did you share with him the six-month  
20 reports and explain to Dennis, you know, how you  
21 kept the score card and how it was trailing, of  
22 course, and how that went?

23 A. Yes.

24 Q. I'm handing you what I guess I'll mark  
25 as Deposition Exhibit Number 1.

1 MR. MATTES: Can you use A? I've  
2 got all those numbers premarked, if you could.

3 MR. IGNOZZI: Okay. Deposition  
4 Exhibit A.

5 MR. MATTES: Thanks.

6 (WHEREUPON, Deposition Exhibit A  
7 was marked for identification.)

8 BY MR. IGNOZZI:

9 Q. And looking through Deposition Exhibit  
10 A, as I understand it, you're familiar with most  
11 everything except the last couple of pages?

12 A. So, so --

13 Q. Let me just, I'm not asking you  
14 generally. Are you familiar with some of the  
15 pages --

16 A. Absolutely. Yes.

17 Q. Okay. Let's just start with the top  
18 page because that will be easier.

19 A. Okay.

20 Q. With regard to Exhibit A, first of all,  
21 just a couple questions. The typing on there, as I  
22 understand it, that was generated by you?

23 A. Yes.

24 Q. And the handwritten numbers, those were  
25 not generated by you?

1 A. That would be correct.

2 Q. Okay. With regard to the first page of  
3 Exhibit A, what are we looking at?

4 A. So this was the beginning of how I kept  
5 track of the projects that Ron was connected to and  
6 the funding timeline so that we could keep track of  
7 the first percent that ultimately was consistent  
8 with the agreement that Wright State had with Ron.

9 Q. Now, this was prepared by you. And my  
10 question is, well, looking at the dates here, I'm  
11 assuming that this was probably 2012 timeframe?

12 A. I think that would be a fair statement,  
13 yes.

14 Q. Okay. And when you would prepare these  
15 reports, how would you go about doing it? I know  
16 you would look at everything that came in and  
17 everything, and you knew what Wright State's  
18 agreement with Ron was. And you looked at all the  
19 monies that came in and the contracts. When you  
20 did that, did you review this with Dr. Narayanan or  
21 President Hopkins before you would essentially tell  
22 everyone what your score card was on that?

23 A. Certainly. So I can say with 100  
24 percent certainty that Dr. Narayanan saw every one  
25 of these ultimately before it was shared with Ron,



1 and I can say with certainty that Dave saw several  
2 of them, if not all of them, and ultimately was  
3 aware of the dollar amount that would be going to  
4 Ron over that coming 6 month, 12-month period,  
5 whatever it was based on that calculation.

6 Q. And, as I understand it, there were  
7 looking at page 1 of Exhibit A that would have been  
8 after you, Dr. Narayanan, and President Hopkins,  
9 and there would be a meeting where you would go  
10 over this?

11 A. So at a minimum I would sit down and  
12 have a conversation with Narayanan, yes. Whether  
13 or not Dave was in that room, again, I don't know  
14 whether he was in it for all of them, but I do know  
15 that he was privy to that in some of them, yes.

16 Q. Okay. And then how was like Exhibit 1,  
17 I mean, Exhibit A, page 1 how was that shared with  
18 Mr. Wine and his group?

19 A. It would have been either e-mailed to  
20 him, hand delivered to him in a conversation or a  
21 meeting. It certainly wasn't carrier pigeon.

22 Q. Okay. And then if we look at page  
23 number 2, I believe that it's actually the same  
24 thing. And then page number 3, again, page number  
25 3 of Exhibit A, that would have been your score

1 card at that given time?

2 A. Yes.

3 Q. Page 4, again, that looks like the same  
4 thing with different scribble on it.

5 A. (Indicating.)

6 Q. Page 5, page 6, page 7, those are all  
7 either duplicates or that, those are all the  
8 six-month reports?

9 A. Yes.

10 Q. And I'm looking at, I think I lost  
11 track, but it might be page 7, but there's a  
12 paragraph there, do you see that?

13 A. Yes. Well, I see bullet points.

14 Q. And the bullet points, I'm assuming  
15 that's something that you prepared?

16 A. I cannot say with 100 percent certainty  
17 that I did because I don't know where it came from,  
18 but it would, I think it's fair to say that it is  
19 likely that I did, yes.

20 Q. Okay. And, again, if you look at all  
21 of these, the reports that we have and that's in  
22 here, they always worked out to where Wright State  
23 would honor the agreement with Ron Wine and his  
24 consultant group?

25 A. Yes.

1 Q. Did Ron Wine work a lot with President  
2 Hopkins, to your knowledge?

3 A. So I believe that Ron served as a  
4 sounding board for Dr. Hopkins on certain issues  
5 related to the community and that Ron had the ear  
6 of Dr. Hopkins, and for lack of a better way to put  
7 it, Ron had unfettered access to Dr. Hopkins.

8 Q. So all of Mr. Wine's consulting and  
9 work, well, you can, can you say that it was for  
10 Wright State University?

11 A. I'm sorry, I don't -- I don't know what  
12 else he would have done.

13 Q. Well, exactly. There's nothing else,  
14 right? But, I mean, even if you break things down,  
15 all of the things that he was doing all over the  
16 years even after the creation of WSARC was all for  
17 Wright State in some fashion, fair enough?

18 MR. MATTES: Objection, form.

19 THE WITNESS: So I can say that  
20 right, that Ron aided Wright State University,  
21 absolutely, but I don't know that I can say that  
22 Wright State was the only entity that Ron and his  
23 consulting group consulted for. And I don't know  
24 if that's answering your question or not. I'm  
25 sorry.

1 BY MR. IGNOZZI:

2 Q. Now, it sort of does. With regards to  
3 honoring Wright State's agreement with Ron Wine and  
4 his group over all these years, who made the  
5 decision as to whether it would be, and kind of  
6 talked about this before whether it be paid from  
7 WSARC or Wright State or who figured out the  
8 accounting things?

9 A. So ultimately how that happened would  
10 have been left to me, but ultimately it was a  
11 function of where the money was that it needed to  
12 be paid from.

13 Q. Okay. So wherever the money got to,  
14 that's where you tried to track that --

15 A. Back to, yeah.

16 Q. Okay. Which was confusing at times the  
17 way things worked out?

18 A. Yes.

19 Q. These, I don't know, I'll call them  
20 six-month reports if that's okay. Were they, how  
21 were they kept by you?

22 A. On --

23 Q. I don't know. Were they kept in an  
24 e-mail folder or in a computer somehow?

25 A. It was in an XL file.

1 Q. Okay. In any event, when Dennis came  
2 in, did you share all that information with him?

3 A. Oh, we reviewed it at length, yes.

4 Q. And that's because he had to know  
5 exactly what it was because all this was trailing?

6 A. Yes. And part of, so yes. Part of it  
7 was also the fact that he was going to take over  
8 the responsibility for the contract with Ron, so he  
9 had to know.

10 Q. Right. And both with respect to WSRI  
11 and WSARC and everything?

12 A. Yes.

13 Q. And so you're confident obviously that  
14 you explained it properly and Dennis knew when he  
15 took over that this was all trailing?

16 A. Yes. Dennis and I had a conversation  
17 with Ron about it during one of the reviews that  
18 when we sat down with Ron after we had done the  
19 math, Dennis was there.

20 Q. I guess after Dennis took over in 2014  
21 what position did you move to?

22 A. So to be as clear as possible as I can  
23 be for the timeline, Dennis came in in 2013, I  
24 believe it was May, June, it may have been a little  
25 later, I don't recall, serving as the COO of the

1 Applied Research Corporation. The intent from the  
2 day he was hired was to transition him into the  
3 role of CEO of the Applied Research Corporation. I  
4 was asked by Dr. Narayanan and Dr. Hopkins to  
5 continue as CEO until they felt comfortable Dennis  
6 had his feet underneath him which they did in 2014.  
7 I took a position in the provost office as senior  
8 advisor to the provost on May 1st of 2013.

9 Q. '13 or 14?

10 A. '13.

11 Q. Okay. The, the longstanding agreement  
12 that Wright State had with Mr. Wine and his group  
13 about the 5 percent, do you know, to your  
14 recollection, was that ever put in writing in a  
15 written contract?

16 A. I was under the impression that  
17 Dr. Hopkins and Ron had a handshake agreement that  
18 it would be 5 percent and that that was to be  
19 reflected through the adjustments to either the  
20 retainer or the draw that Ron received for his work  
21 with the institute.

22 Q. When Dennis came up with, there was a  
23 written contract, I believe, in 2015, do you recall  
24 that?

25 A. No, I'm sorry.

1 Q. Okay.

2 A. I don't believe I would have had  
3 anything to have done with that.

4 Q. Well, that was going to be my question.  
5 Did you have anything to do with that, with  
6 consultation with Dennis?

7 A. So I do know that Dennis and I chatted  
8 once he took over on fairly regular basis every  
9 couple of weeks. I do know that getting a contract  
10 in place for Ron was a priority. But I, at this  
11 point, I don't remember any specifics other than  
12 the fact that he wanted to know who he needed to  
13 talk to as far as process went to be able to get  
14 that done.

15 Q. Another question, Ryan, with regard to  
16 these six-month reports, I guess my question is how  
17 or where did you get all of the information that is  
18 contained in the reports to figure out what  
19 compensation Mr. Wine and his group was owed?

20 A. So there were a number of places that I  
21 had to go to get that. One would have been the  
22 grants management system in Wright State  
23 University's office and research and sponsored  
24 program, basically the banner data as it related to  
25 expenses. I would have also had to go into WSARC's

1 Dell Tech system at the time. It's accounting  
2 software and pull that data. I would have had to  
3 use the actual award documents from the agencies  
4 because every time the Air Force added an increment  
5 or a chunk of change, they sent you a piece of  
6 paper that said they were adding it. It had to be  
7 signed, so that's essentially what all these  
8 increments are, is there are a number of pieces of  
9 paper associated with that contract that says, we  
10 release another \$500,000 to you, we release another  
11 \$250,000 to you, so that I could update the money  
12 that had actually been received by Wright State as  
13 far as it had been released to be able to spend and  
14 then come up with what the actual expenses were  
15 that Wright State had incurred and billed to the  
16 agency.

17 Q. And I understand that seems like a  
18 little daunting. I'm trying to figure that out  
19 overtime.

20 A. It got more and more complex, yes.

21 Q. Because the key to what Mr. Wine and  
22 his group was entitled to was, one of the main keys  
23 if it was actually received by the University?

24 A. Received and expended, yes.

25 Q. And expended, okay. And there came a



1 point when at some point in time where there, after  
2 the creation of WSARC whether it became an issue  
3 between the University and WSARC as far as the  
4 accounting and who owed who what, do you remember  
5 that? Or was that an every-day issue?

6 A. I think that's fair to say that was  
7 every day, but you would have to be more precise as  
8 to the specific issue that you're talking to.

9 Q. Okay.

10 A. I'm sorry.

11 Q. And I understand. I was just trying  
12 to, I guess when that issue came up during your  
13 tenure and that did come up during your tenure?

14 A. Periodically, yes.

15 Q. And you obviously had a role with  
16 Wright State, and you were a Wright State employee,  
17 and you were also a director at WSARC?

18 A. Yes.

19 Q. Well, how did you resolve that  
20 situation when you are, you were wearing two hats?

21 A. Okay. So ultimately what was in the  
22 best interest of the University always carried the  
23 day. It's just that simple. But what we tried to  
24 do is on multiple occasions I would have sat down  
25 with Dr. Pulatico who was the University CFO and

1 Jeff Ulliman who was the University's controller,  
2 and we would review whatever was the cause for  
3 their concern and more often than not, I would have  
4 to go back and figure out on my end what the issue  
5 was, and then we would deal with whatever the,  
6 whatever the problem was, whether they wanted to  
7 sit down and have another conversation or whether  
8 they were satisfied with the explanation that was  
9 provided or we would come to some sort of  
10 short-term resolution until it was brought up  
11 again.

12 Q. Okay. In that regard, was Mr. Wine and  
13 his group, the compensation that they were entitled  
14 to under the longstanding agreement, did that ever  
15 come up as far as to pay it under this entity or  
16 that entity?

17 A. No. To the best of my recollection, we  
18 had one significant issue with Ron and his payment  
19 after we got the initial PO process down within the  
20 University and everything else because for whatever  
21 reason it seems that getting paid by the University  
22 the first time is always cumbersome. After you've  
23 gotten it in the system, it tends to go a little  
24 easier, but I believe there was one issue that Ron  
25 had related to payment or I would say the

1           timeliness of those payments.

2                                 And we had a, we being Narayanan  
3           and I had a conversation about that with  
4           Dr. Hopkins because I was under the impression that  
5           Ron had raised that issue directly with  
6           Dr. Hopkins. Now, whether he did it through  
7           Narayanan, and he was involved as well, I can't  
8           speak to, but he made Dave aware of it, and Dave  
9           asked us to get it fixed and get it taken care of  
10          promptly.

11                                Q.   And you did?

12                                A.   The president asked.

13                                Q.   And how was that situation fixed?

14                                A.   If I remember, and, again, to the best  
15          of my recollection, it related to payment tied to  
16          the, what was that called? In increment to the  
17          state funding. I no longer remember which program  
18          and the work that Ron was doing related to that, so  
19          we just walked it through the process. Ron  
20          submitted the invoice that, resubmitted the invoice  
21          that hadn't been paid if, again, and this is to the  
22          best of my recollection, and we just walked it  
23          through the process and got the check cut.

24                                Q.   Do you recall which entity it was cut  
25          out of?

1           A.    Given where the source of funds were, I  
2    would have, I would have thought it would have been  
3    the Applied Research Corporation, the ARC.

4           Q.    Okay.  Now, with respect to the  
5    invoicing, as I understand it, well, from day one  
6    you knew what the agreement was between the  
7    University and Mr. Wine's group regarding the 5  
8    percent?

9           A.    Yes.

10          Q.    And then over time, you in employing  
11   the agreement, there were different things as far  
12   as like invoicing and things like that, correct?  
13   Now, you asked invoices to be generated for  
14   Mr. Wine's group so that he could be paid?

15          A.    Consistent with how any other  
16   consultant or outside vendor would have been paid,  
17   Ron's group submitted invoices on a monthly basis.

18          Q.    And as I understand it with respect to  
19   those invoices there were times when the invoices  
20   would actually be sent to you and you would review  
21   it to make sure that the invoice was proper in  
22   whatever with respect it might be for purposes of  
23   administratively getting it paid?

24          A.    Yes.  Generally I believe it's fair to  
25   say that the invoices came into me and I directed

1           them wherever they needed to go.

2                   Q.   Right.  And if there was a problem  
3           where the invoice where it wouldn't work in the  
4           system or whatever you would tell Mr. Wine or his  
5           wife or whoever sent them to you, and they would  
6           redo it?

7                   A.   When I had the ability to catch what  
8           was likely to be a common problem that we had faced  
9           before that would hold up payment, yes.  I would  
10          try and help them through that issue.

11                  Q.   As far as you know, through, is it fair  
12          to say as far as you know through August of 2015  
13          Wright State University honored its longstanding  
14          contract with Ron Wine and his group?

15                           MR. MATTES:  Objection, form.

16                           THE WITNESS:  I can only say with  
17          certainty that it did so through 6/30/14.

18          BY MR. IGNOZZI:

19                   Q.   Okay.

20                   A.   Because, again, I will say because I  
21          don't know after that what the agreement was.

22                   Q.   Do you know whether the agreement  
23          changed or not after that?

24                   A.   I do not.

25                   Q.   As far as you know, did Mr. Wine

1 continue what he was doing for all those years for  
2 the University after June of '14?

3 A. I do know that he continued to work to  
4 the benefit of the University and the Institute.  
5 What the statement of work was that that was  
6 executed through, I can't speak to.

7 Q. Do you recall the HMT contract, the  
8 large contract, the human machine?

9 A. You're going to laugh at me when I say  
10 this, but I'm a finance guy. How much was it  
11 worth? I remember the number more than I remember  
12 the name.

13 Q. 42 million?

14 A. Okay. Yes. I remember that.

15 Q. Well, tell me what you remember about  
16 that because as I understand it, that was within  
17 the time that you were with both WSARC and WSRI.

18 A. I would question that to some extent.  
19 Because my familiarity with the \$42 million  
20 contract was that was the follow-on to the ATB  
21 contract, and that was being handled almost  
22 exclusively by Dr. Narayanan because the primary  
23 point of contact for the University, Keith Grimes  
24 and I, our relationship had deteriorated to the  
25 point where it was better if we didn't interact, so

1 Dr. Narayanan simply kept me out of that to the  
2 best of my recollection.

3 Q. Okay. Well, in the beginning before  
4 that point, what role did you have with regard to  
5 that contract or that proposal?

6 A. I, you'll forgive me, I don't recall  
7 having much, if anything, to do with that specific  
8 proposal.

9 Q. Do you know if Mr. Wine or his group  
10 had involvement with that proposal?

11 A. With specificity, I cannot answer yes  
12 or no.

13 Q. Okay. So looking at things, I think  
14 your last score card or six-month report would have  
15 been June of 2014?

16 A. I believe, if I'm not mistaken that at  
17 Dennis' request, I helped him build the next one or  
18 two using this same format. But, again, I don't  
19 recall.

20 Q. Do you know how much as of, well, June  
21 of 2014 how much was owed to Mr. Wine or his group  
22 under the agreement with Wright State?

23 A. So can you be more specific?

24 Q. Well, I guess, yeah. Let me ask you  
25 about this sheet here. I don't know what page it

1 is, but it looks to be sometime in 2014. And I  
2 just have a few questions for you.

3 MR. MATTES: What page are you on?

4 MR. IGNOZZI: (Indicating.)

5 THE WITNESS: I'm sorry.

6 MR. IGNOZZI: It's on the bottom

7 here.

8 MR. WINE: It has July 2015 on the  
9 bottom right here.

10 THE WITNESS: Does that say 2015?

11 MR. WINE: I'm just looking for a  
12 number.

13 THE WITNESS: So the bottom number  
14 being 22 and change is the very last number?

15 BY MR. IGNOZZI:

16 Q. Correct. But here's is my question,  
17 with regard to how you did this and kept score,  
18 this is the ABT contract, right?

19 A. Yes.

20 Q. And when you had paid added to base  
21 draw June to December?

22 A. Yes.

23 Q. Would that be a reference to whatever  
24 that amount is that was basically added as of June  
25 2013?



1           A.    So what the increment was, so the way  
2           that I tracked this is there's an increment there.  
3           And I'm sorry, I can't read the number.  But it  
4           looks to me like it's \$60,000, so if we can just  
5           say that it's \$60,000 for the purpose of this  
6           process.  So an incrementive funding was released  
7           by the Air Force in this instance to the Applied  
8           Research Corporation in the amount of \$60,000.

9                            The Research Institute then  
10           expended effort and generated a bill for the  
11           expense associated with that burned through that  
12           \$60,000 or spent that \$60,000 prior, sometime prior  
13           to June of 2013.  The next opportunity that we had  
14           to be able to make an adjustment to the base or in  
15           this case the draw, we then included that in that  
16           amount against that.

17           Q.    I see.  And then --

18           A.    So that doesn't indicate that he was  
19           paid, sorry, that Ron was paid \$60,000.  That  
20           indicates that the 5 percent associated with that  
21           \$60,000 increment was ultimately included in the  
22           amount that was calculated for Ron to bill during  
23           the June to December period.

24           Q.    For the time prior?  Because we --

25           A.    At some point prior the University

1 received or the Applied Research Corporation in  
2 this case received that increment and the effort  
3 was expended against that, yes.

4 Q. And then looking at just trying to  
5 understand this, too, you have this few lines down  
6 it says paid added to offset base draw January  
7 through June 2014. Can you tell me what is going  
8 on with this so I can understand what that means?

9 A. So if my recollection is correct, at  
10 this point here for this contract, we switched.

11 MR. MATTES: What point where and  
12 what document are you looking at?

13 THE WITNESS: I'm so sorry. On  
14 the bullet point document related to that time  
15 period of July '13 through June 30, '14, we  
16 switched from an augmented retainer to then a draw  
17 against an expected volume of business. And that  
18 just is, reflects, my language reflects the change  
19 there because I believe if you look higher in the  
20 page, you'll see where it talks about added to the  
21 retainer, like, under the MMI program you'll see  
22 added to base retainer, added to base retainer.

23 So that was, I believe, and,  
24 again, it's been four years, right? I believe that  
25 was my, that was my methodology at that point. We

1 had switched to a draw. So that's what that  
2 reflects, and it is consistent at least with the  
3 time period where I believe for the contract where  
4 I believe we switched to a draw. Does that answer  
5 your question?

6 BY MR. IGNOZZI:

7 Q. It does.

8 A. Okay.

9 Q. And just so I understand the idea or  
10 how was the draw different than the other way?

11 A. So Dr. Hopkins and Dr. Narayanan made a  
12 determination that they were going to eliminate  
13 Ron's base retainer. Prior to that, Ron had been  
14 paid the base retainer plus whatever the allocation  
15 was based on the math for the 5 percent, the  
16 performance bonus. After that, it was a pure  
17 bonus-based model that no longer included a base  
18 retainer, and it was then transferred to call to be  
19 a draw as, again, I recollect to try and help Ron  
20 have some consistency in his cash flow for the  
21 company, then he could count on drawing out like  
22 any other organization would take a draw rather  
23 than having it fluctuate which could be  
24 significantly and candidly also to keep me or  
25 someone else who took my seat from having to do

1 this math on a monthly basis.

2 Q. I think I understand it. And this is  
3 the, when you say 2013 timeframe?

4 A. To what, I'm sorry?

5 Q. To where basically per the direction of  
6 Dr. Hopkins and Dr. Narayanan and that the retainer  
7 was gone, and they were just going to go and honor  
8 only the 5 percent bonus and go forward with a  
9 draw?

10 A. I believe that took place with the  
11 contract that began on July 1st of 2013, but  
12 without seeing the other statements of work, I  
13 can't be 100 percent certain.

14 Q. Okay. But that's what it looks like  
15 based on all this, clearly. So with regard to, I  
16 think you told me with regard to your six-month  
17 reports that were done that we have seen some of  
18 them here, these were all provided to Dr. Narayanan  
19 and Dr. Hopkins?

20 A. So, again, to be clear, they were all  
21 provided to Dr. Narayanan without question. I do  
22 know that Dr. Hopkins received at least several of  
23 them and was aware of all of the amounts that were  
24 paid prior to Ron having been paid them, but I  
25 cannot say with certainty that Dr. Hopkins saw

1 every six month iteration of this document.

2 Q. Okay. How were these documents that  
3 we're looking at, the six-month reports, how were  
4 they kept or retained because I'm assuming when you  
5 do the next one you look at the old one to make  
6 sure you're doing it correctly?

7 A. Again, it was an Excel file.

8 Q. And that would be, would that be, I  
9 mean, the computer at work?

10 A. It would have been kept on a computer  
11 at work, yes. It would have been also been backed  
12 up on a flash drive, and it may very well have been  
13 included in an e-mail attachment, but I don't know  
14 that for certain.

15 Q. And under, would there be a folder in  
16 the computer at work for, what was the name of the  
17 Excel? You don't know?

18 A. I'm so sorry. My best guess is, again,  
19 that it would have been something related to RDW  
20 funding.

21 Q. Something like that?

22 A. Right. That was my generally my name  
23 and methodology, but I can't speak to that.

24 Q. But, in any event, you're absolutely  
25 certain when your position transitioned and Dennis

1       took over, you made sure that he had access to all  
2       of this information?

3               A.   Yes.   And I do know for a fact that  
4       Dennis and I sat down and, one, talked about it,  
5       and he asked me to help him through it the first  
6       time that he was responsible for it.

7               Q.   So to be clear, you provided him with  
8       these, one or more of these six-month reports?

9               A.   Chances are I would have at least  
10       provided him the last one, yes.

11              Q.   And so that he understood how things  
12       worked?

13              A.   Without a question.

14              Q.   And, as you recall, was it pretty much  
15       standard that you would have done it June and  
16       December?

17              A.   So we tried to, in the beginning we did  
18       it every six months because we didn't know the  
19       duration of the relationship.   And then ultimately  
20       I believe we switched over, and I don't know  
21       whether the first time was on July 1st of '13 or  
22       perhaps just prior or the fiscal year prior to that  
23       to where we did it in, we put a 12-month statement  
24       of work or contract in place, but the July 1  
25       designation is because it ties to the University's

1 fiscal year, right, and you add six, and you get  
2 the calendar year, so it made it a matter of  
3 convenience.

4 Q. And I believe you know that the next  
5 year when Dennis first got involved, when he took  
6 over the position, I think he was doing the budget,  
7 and he had, I think he consulted with you with his  
8 first budget, didn't he?

9 A. A budget for what?

10 Q. For WSARC.

11 A. He consulted with me on a straw man  
12 budget, yes.

13 Q. All right. I assume he probably  
14 consulted with you on the, is there a separate WSRI  
15 budget?

16 A. So there is a separate pot of funds  
17 tied to WSRI within the University's accounting  
18 system. There is not a budget as the University or  
19 any traditional business would call a budget  
20 because of how the institute was treated within the  
21 University.

22 Q. I understand. The last one of these  
23 six-month reports that you did would have been  
24 when?

25 A. That I did by myself?

1 Q. Correct.

2 A. Okay. The last one that I prepared  
3 and, again, then provided to Dr. Narayanan and  
4 Dr. Hopkins would have been for the period that  
5 ended or ran from January of '14 to June of '14, I  
6 believe. The caveat to that is I think that Dennis  
7 was on at that point of time and would have been  
8 involved at that juncture in the generation of  
9 that.

10 Q. Understood. So looking at this sheet  
11 we were looking at before --

12 MR. MATTES: What page?

13 MR. WINE: Same page.

14 BY MR. IGNOZZI:

15 Q. You can see there we talked about a few  
16 of the items in this document, and you have  
17 basically in the middle there, you have a number  
18 items called added to offset base draw, July  
19 through December of 2014?

20 A. Yes.

21 Q. So all of these items, would those  
22 things that, again, as you described came in and  
23 you made adjustments?

24 A. So at some time prior to June of 2014,  
25 those increments were awarded to Wright State and



1       expended by Wright State or, excuse me, again, in  
2       this contract awarded to the Applied Research  
3       Corporation and expended by the Research Institute.  
4       And I cannot recall if you asked me another point  
5       beyond that, so I'm sorry.

6               Q.    So I was going to try to get at this  
7       sheet of paper that we're looking at.  Would this  
8       have been the June 2014 report that you did?

9               A.    No.  It would have been prepared  
10       sometime prior to or right around January of 2015.

11              Q.    Okay.

12              A.    Now, whether, again, as I mentioned, I  
13       did this in collaboration with Dennis at least the  
14       first time.  Whether did he this or we collaborated  
15       on this at this point, I don't recall.

16              Q.    Okay.  And then that's my question at  
17       the end there it has a number of things, and it  
18       says include in June of 2015 through July 2015  
19       compensation?

20              A.    Yeah.

21              Q.    So is that why you figure this report  
22       as far as the timing of it would have been December  
23       of 2014?

24              A.    That would be my best guess because I  
25       simply tried to do these things once every six

1 months.

2 Q. Okay.

3 A. Does that answer your question?

4 Q. It does.

5 A. Okay.

6 Q. These other contracts here in the RPA  
7 the MMI, do you know if those were through WSRI or  
8 WSRC?

9 A. Forgive me, but it's important to me  
10 that we're clear. WSRI never executed a contract.  
11 Wright State University always executed the  
12 contract for WSRI. Sorry, forgive me. I lived  
13 that world, and it was always important to make  
14 that distinction, right? Those were run through  
15 Wright State University.

16 Q. WSRI is WSU?

17 A. Yes. Not through the Applied Research  
18 Corporation.

19 Q. In any event, do you recall if these  
20 were through WSU or through WSRC?

21 A. They were through Wright State  
22 University, to the best of my recollection.

23 Q. We're talking about these two ones at  
24 the top here?

25 A. Yes. The one designated MMI, the one

1 designated RPA. And to the best of my  
2 recollection, even the line designated RIIT went  
3 through Wright State University as well.

4 Q. Now, looking at this page, we  
5 understand this was probably done by you or in  
6 collaboration with you in December of 2014?

7 A. (Witness nodding head.)

8 Q. My question is in June of 2015 did you  
9 have involvement with, in collaboration or  
10 otherwise preparing the six-month report?

11 A. In June of 2015, I had been placed on  
12 administrative leave.

13 Q. I'm sorry, June of 2015?

14 A. Right. In, so in May of 2015, I had  
15 been placed on administrative leave and was  
16 therefore not consulted if and when anything  
17 regarding this was done.

18 Q. Okay. So you don't know if Dennis did  
19 the June 2015 report or not?

20 A. No.

21 Q. But you know that he understood how it  
22 worked because you had gone over it with him?

23 A. I do know that Dennis understood as of  
24 the time of my leaving the role what the agreement  
25 was between Dr. Hopkins and Ron, without question.

1 MR. IGNOZZI: Do you mind if we  
2 take a quick break?

3 (WHEREUPON, a recess was taken.)

4 MR. IGNOZZI: Ryan, I don't think  
5 I have any other questions for you right now, but I  
6 know that Mr. Mattes does.

7 MR. MATTES: Off the record.

8 (WHEREUPON, discussion was held  
9 off the record.)

10 CROSS-EXAMINATION

11 BY MR. MATTES:

12 Q. I'm going to work my way backwards  
13 through some of Ken's questions, and I've got a few  
14 of my own. Before we get started, are there any  
15 documents that you reviewed to get ready for, in  
16 order to prepare for today?

17 A. So I had a copy of this (indicating).

18 Q. This being?

19 A. I'm sorry. A version of the funding  
20 timeline, and I looked at that.

21 Q. Okay. And where did you get that from?

22 A. I had it on a thumbdrive.

23 Q. Okay. And do you have that thumbdrive  
24 with you?

25 A. No, sir.

1 Q. Okay. Is that thumbdrive at home?

2 A. Yes, sir.

3 Q. Can you get a copy of that to your  
4 counsel so he can get that back to me?

5 A. The whole thumbdrive or the file  
6 itself?

7 Q. Is there anything on that thumbdrive  
8 that was from any Wright State University entity?

9 A. Yes.

10 Q. Okay. Is it all Wright State  
11 University stuff?

12 A. Yes.

13 Q. Okay. I'd like a copy, a complete copy  
14 of that, is that okay?

15 A. That should be okay. Does it matter if  
16 I tell you I believe you already have a copy of  
17 that.

18 Q. I'd still need a copy.

19 A. That's fine.

20 Q. Okay. You also reached into your  
21 breast pocket. Can you tell what document you have  
22 in your breast pocket?

23 A. Certainly. I have the print, a version  
24 I printed of this document from the file that I had  
25 at home from that thumbdrive that had the color and

1 was, is, I believe, more legible to read than this  
2 (indicating).

3 Q. Okay. Is there any attorney/client  
4 information on there or is it just a piece of paper  
5 that has these numbers?

6 A. It's merely a piece of paper that has  
7 those numbers on it.

8 Q. Okay. Can I please see that?

9 A. Certainly.

10 Q. And why is it that you decided to print  
11 this document off, look at it, bring it with you  
12 here today?

13 A. Because I was under the impression that  
14 there were going to be questions regarding how Ron  
15 was compensated, and in an effort to be able to be  
16 accurate, I wanted to have my most recent piece of  
17 paper available.

18 Q. Okay. And when you say your most  
19 recent piece of paper, that would be what I'm  
20 holding in my hand which you just gave me?

21 A. To the best of any knowledge, yes.

22 Q. Okay. We'll mark that as Exhibit B as  
23 in Bill.

24 (WHEREUPON, Exhibit B was marked  
25 for identification.)

1 BY MR. MATTES:

2 Q. When you say your most recent, you  
3 believe that this is the last document that you  
4 actually constructed?

5 A. To the best of my recollection, yes.

6 Q. Okay. And other than it being stored  
7 on your thumbdrive, do you know where it would have  
8 been stored at Wright State? What computer and  
9 what office were you at the time that this would  
10 have been generated?

11 A. So, again, to be accurate or to attempt  
12 to be accurate at the point in time that I  
13 generated the various iterations of that document,  
14 I was using a variety of different Wright State  
15 computers in a variety of different offices that I  
16 had at the time, and you'll forgive me, I don't  
17 recall which was the final one that I used for that  
18 one. It more than likely, it would have been  
19 either the one at the, the WSARC office or the  
20 provost office. I just don't recall.

21 Q. Okay. And were those both laptops or  
22 were they desk computers?

23 A. Oh, I'm sorry. I don't even, yeah.

24 Q. Okay. You mentioned that Dennis did a  
25 straw man budget. I'm not familiar with that term.

1       What is a straw man budget?

2               A.    Rough budget, so I believe it had five  
3       or six major categories on it as far as personnel  
4       and physical asset costs and those types of things,  
5       but it wasn't a line-by-line budget that you could  
6       tie anything out to.

7               Q.    Okay. Did you draft budgets for WSARC  
8       prior to Dennis taking over?

9               A.    Not in a significant level of detail.

10              Q.    Okay. Do you know if you did the  
11       budget who it was submitted to on any given year?

12              A.    No. We were not required to submit a  
13       budget to anyone.

14              Q.    Okay. In going over what you marked as  
15       Exhibit A, you mentioned switching over to a draw  
16       from a retainer, and I take it that that was a  
17       contract that you had with Ron Wine Consulting  
18       Group?

19              A.    I hesitate because you said you. I  
20       didn't have a contract with Ron Wine Consulting  
21       Group, but the University --

22              Q.    WSARC and/or the University --

23              A.    Yes.

24              Q.    -- at whatever point of time the  
25       contract with Ron Wine Consulting Group?



1           A.   Yes, sir.

2           Q.   Okay.  There was never an individual  
3 contract with Ron Wine personally?

4           A.   Not to the best of my knowledge.

5           Q.   Okay.  And if you could turn to the  
6 page that is the actual bullet points in Exhibit A.

7           A.   Yes, sir.

8           Q.   Do you recall the day or date that it  
9 was decided that you were going to switch to a draw  
10 versus a retainer?

11          A.   No, sir.  I don't remember the specific  
12 day.

13          Q.   Okay.  The second bullet point says the  
14 contract will be for 12 months, 7/1/13 through  
15 6/30/14.  Do you believe that this was the contract  
16 period that it was going to switch from a  
17 guaranteed retainer to a draw?

18          A.   So I believe that this was the latest  
19 time it would have switched from a, from a retainer  
20 to a draw.  Without seeing other documents.  I  
21 can't say that this was the first time that it  
22 switched, I'm sorry.

23          Q.   Okay.  You believe that you typed these  
24 bullet points?

25          A.   As I answered before, I can't say with

1 100 percent certainty, but I believe that to be the  
2 case, yes.

3 Q. And the second bullet point has  
4 handwriting. It says Ryan contact. I take that is  
5 not your handwriting?

6 A. That is not my handwriting.

7 Q. Okay. The fourth bullet point mentions  
8 a contract will reward generation of new revenue  
9 that helps Wright State Enterprise grow. How was  
10 that to be implemented?

11 A. I'm sorry. I'm not sure I  
12 understand --

13 Q. Sure.

14 A. -- the question.

15 Q. What was different about this contract  
16 that it was going to reward the generation of new  
17 revenue versus existing revenue?

18 A. So I think that the intent and, again,  
19 we're not talking about four years, right? But I  
20 believe that the intent was to award new increments  
21 that came in, new contracts that came in, new  
22 sponsors, where we hadn't had contracts before.  
23 Does that answer your question?

24 Q. No. There's a cutoff there. I don't  
25 understand how new revenues versus whatever stream

1 of revenue is coming in is differentiated or why  
2 it's differentiated.

3 A. I don't know that it was necessarily  
4 intentional to differentiate something from  
5 something else at the point that I drafted it.

6 Q. Okay. And then you state looking at a  
7 12-month goal of 6 million in new revenues in  
8 compensation totalling 300,000, is that simply a  
9 function of 300,000 being 5 percent of 6 million?

10 A. Yes, sir.

11 Q. You did not put the plus mark after  
12 that?

13 A. I did not.

14 Q. Okay. You mentioned that in the next  
15 bullet point anything generated in excess of 6  
16 million was going to be compensated on the same pro  
17 rata basis. What was that pro rata basis?

18 A. The 5 percent.

19 Q. And was that 5 percent to be paid  
20 regardless of whether Ron was still in business or  
21 out of business?

22 A. My understanding was that it was to be  
23 paid.

24 Q. Okay. And that would be if Ron closed  
25 the shop and no longer did any work, he would still

1 be paid 5 percent even if he was doing no work for  
2 the University?

3 A. I can't say yes or no with certainty  
4 because it wasn't something that I remember  
5 discussing or asking.

6 Q. Did you believe the 5 percent was  
7 earned at the time the contract was awarded or at  
8 the time that Ron Wine Consulting Group did work?

9 A. I believe that the 5 percent was earned  
10 at the time that the revenue or, excuse me, or that  
11 the expense was created by an arm of the University  
12 related to a contract or an opportunity that Ron  
13 had helped generate.

14 Q. Okay. So in common parlance you  
15 believe that Ron was entitled to 5 percent of the  
16 contract regardless of whether he did any work on  
17 the contract after it was awarded?

18 A. Could you repeat that for me, please?

19 Q. Sure. Let's break it out into an  
20 example. Ron helps and \$1 million contract is  
21 awarded, and whatever entity actually does the  
22 work, the University gets paid for the work. Ron  
23 Wine, even if he did no work on that contract after  
24 the day it was awarded in your mind was entitled to  
25 5 percent of that \$1 million?

1           A.    Assuming that Ron Wine had assisted in  
2           securing the contract in a way that was appreciated  
3           by Dr. Narayanan, Dr. Hopkins, myself, those that  
4           were involved, then Ron would be entitled to up to  
5           5 percent of \$1 million with the up to being  
6           contingent upon how much money the University  
7           actually received over the life of that contract.

8           Q.    Okay.  And if the University received  
9           the full 5 million?

10          A.    The full million.

11          Q.    Full million.  But Ron did no work, Ron  
12          Wine Consulting Group did no work on the contract  
13          other than assisting in submitting the bid and the  
14          contract being awarded, in your mind the Ron Wine  
15          Consulting Group was entitled to 5 percent of that  
16          \$1 million?

17          A.    In my mind, yes.

18          Q.    Okay.  Did you ever see that spelled  
19          out in any written contract that Ron Wine was  
20          entitled to a 5 percent bonus of any contract that  
21          was awarded that he helped to secure?

22          A.    Did I ever see that in writing?

23          Q.    Yes, sir.

24          A.    That's your, then no, I did not.

25          Q.    Okay.  You went through with Ken the

1 invoice would come into you, and you would direct  
2 where it would go for payment. Did you ever check  
3 the invoices to see what the hours were that Ron  
4 was billing or the purpose of his billings on any  
5 given contract?

6 A. So I believe it's fair to say that on  
7 contracts where Ron was direct billing a contract  
8 that is, he was contributing to the portion of the  
9 billable work rather than essentially receiving  
10 funds that would have been generated out of the  
11 overhead tied to the 5 percent that I would have or  
12 whoever was responsible for that contract that Ron  
13 was doing the work for would have reviewed those  
14 invoices.

15 Q. Okay. So you're differentiating there.  
16 You're saying that there were some times when you  
17 just got a bill or an invoice for X amount, and  
18 there was other times that there was actually  
19 hourly work in invoices that was sent to you for  
20 approval?

21 A. I believe that to be the case, yes.

22 Q. Okay. And the block billing invoice  
23 would have been just related to this is my success  
24 fee, I get 5 percent of this contract?

25 A. It would have been tied to his ongoing

1 completion of the existing statement of work. The  
2 amount of money he was paid for that was derived  
3 from the 5 percent success fee.

4 Q. Okay. And what was the difference  
5 between that block billing and the hourly billing  
6 for something that he would have done or someone in  
7 his organization would have done that would have  
8 come to you on an invoice?

9 A. I'm not sure I understand.

10 Q. Sure. You got invoices that had hourly  
11 work for Mr. Wine, his wife, other consultants that  
12 you would have had to review and approve of before  
13 payment, correct?

14 A. Again, to the best of my recollection,  
15 yes.

16 Q. Okay. And then you would have got a  
17 block bill that said \$100,000 due and payable to  
18 Ron Wine Consulting Group with no hours?

19 A. Again, to the best of my recollection,  
20 yes.

21 Q. Okay. And what was the difference  
22 between those two, some of the work that was hourly  
23 and some of the work that was just block billed for  
24 an amount?

25 A. One was tied purely to his statement of

1 work that would have been the block bill where he  
2 was providing consulting services to the benefit of  
3 the growth of Wright State University. The other  
4 would have been effort tied to the execution of an  
5 actual contract we had received where he could help  
6 us execute that work. Does that answer your  
7 question?

8 Q. Sure.

9 A. Okay. Sorry.

10 Q. Yes, it does. In the work that he was  
11 actually executing, did you get down to the nitty  
12 gritty of who was charging and what the hourly rate  
13 was on those contracts?

14 A. Down to the nitty gritty?

15 Q. Did you review the hours and say this  
16 is excessive or did you just automatically approve  
17 of the invoices that came in?

18 A. So whoever was responsible for the  
19 contract would have reviewed the monthly status  
20 report in the invoice, I assume.

21 Q. Okay. And would that have been you?

22 A. On at least some of the them,  
23 certainly, but I can't say all of them.

24 Q. Same question for the block billing on  
25 the statement of work. Would you have reviewed



1 those to make sure that money was actually due and  
2 owing to the Ron Wine Consulting Group?

3 A. Up until the point where I was no  
4 longer involved, yes.

5 Q. Okay. Did you check to make sure that  
6 there were not duplicative bills sent to him?

7 A. We tried to catch that and make sure of  
8 that, but we also had a, the infrastructure in  
9 place to try and help address that as well, not  
10 just with Ron but with anybody.

11 Q. Okay. You mentioned in the response to  
12 one of Ken's questions that consistent with other  
13 vendors and consultants invoices would be  
14 submitted. They would be approved and paid. What  
15 was your general practice while you were  
16 responsible for his bills? In actually going back  
17 and looking at the written contract to make sure  
18 that he, Ron's consulting group was being paid in  
19 accordance with the written contract?

20 A. So we would follow the standard  
21 University process for the invoices that went  
22 through the University. It had to have an assigned  
23 PO that accounts payable issued and was responsible  
24 for and all of the fiduciary responsibility  
25 associated with that. And we established a similar

1 process at the ARC where I believe we issued a PO  
2 that was put against, it was put against that. Our  
3 accounts payable clerk would enter it into system  
4 necessary to get the check cut.

5 Q. Okay. So an invoice would come in for  
6 the ARC. You would approve it, and you would give  
7 it to the accounts payable clerk, and the accounts  
8 payable clerk would process it, in essence?

9 A. Yes.

10 Q. Was the accounts payable clerk supposed  
11 to go back and pull the contract or the purchase  
12 order to make sure that payments were being made in  
13 accordance with the contract or the PO?

14 A. So I don't know what the accounts  
15 payable process on the University necessitates a  
16 payables clerk to do. I do know that we would be  
17 contacted near the end of the PO either life or  
18 threshold and notify that the ceiling on the PO  
19 needed to be adjusted or the date needed to be  
20 adjusted or, you know, they would provide us with  
21 whatever the, the machinations that needed to be  
22 accomplished to accommodate that.

23 Q. Okay. And you mentioned that part of  
24 the reason was you wanted to prevent payment  
25 holdups like had happened on prior issues, what was

1 the example that you were referencing there in your  
2 testimony about prior issues with payments or  
3 payments being held up?

4 A. Are we speaking specifically about Ron  
5 or are we speaking in general?

6 Q. Specifically about Ron Wine Consulting  
7 Group, yes.

8 A. Okay. So I know that when Ron was  
9 first engaged by the Research Institute back in,  
10 again, 2009, I don't recall the specific time, but  
11 when he was, the first invoice that was submitted  
12 as I mentioned with all of them took a while to get  
13 through the system and to establish the PO and  
14 everything else, and I believe at the time it was  
15 with the Applied Research Corporation. It would  
16 have been, set up a timing issue, maybe. I'm not  
17 sure specifically and I --

18 Q. Do you recall any payments not going to  
19 Ron Wine Consulting Group that you had to go back  
20 and look at specifically?

21 A. I remember, so I remember that Ron had  
22 a concern about the timeliness of a payment at one  
23 point. As to the specific issue that was driving  
24 that, I can't say with any certainty what that was  
25 at this point.

1 Q. Was the timeliness an issue that Ron  
2 personally brought to your attention so that there  
3 could be a switch from one payment system to  
4 another as we went over in Exhibit A?

5 A. So I don't recall that specifically,  
6 but I can't say that it wasn't, I'm sorry.

7 Q. Okay. You mentioned a specific problem  
8 that Dr. Narayanan and yourself had to speak with  
9 President Hopkins about, and I believe you said  
10 Dave said, quote, fix it. Do you know what that  
11 problem was?

12 A. I believe that was the timeliness of  
13 one of the payments of Ron, an invoice from Ron.  
14 And, again, I don't, at this point it's been so  
15 long. I don't remember what the specific issue  
16 was, and it was holding that up. But I will, I  
17 will say that Ron was not the only one that  
18 experienced, there was a point in time, again, I  
19 don't remember what the issue was. There were  
20 several that the Applied Research Corporation was  
21 struggling to get out the door.

22 Q. Okay. As I understood your testimony  
23 when Ken was asking you, you believe that the 5  
24 percent agreement was a handshake deal between  
25 Dr. Hopkins and the Ron Wine Consulting Group,

1 correct?

2 A. Yes.

3 Q. Okay. And did you know all of the  
4 specifics of that 5 percent or just that it was  
5 generally 5 percent?

6 A. So I feel like --

7 Q. Let me ask you a little different  
8 question.

9 A. I'm sorry.

10 Q. Dr. Hopkins testified that the 5  
11 percent was a work share agreement. If Ron could  
12 do work on a contract and bring value to the  
13 contract, he could have up to a 5 percent share of  
14 any contract that the University was awarded that  
15 Ron had a significant part in bringing the contract  
16 to WSARC or to the University, was that also your  
17 understanding?

18 A. So my understanding was that we would  
19 direct bill Ron wherever possible, and I believe it  
20 says that on the spreadsheet that we will direct  
21 bill wherever possible.

22 Q. What does direct bill mean?

23 A. Work share.

24 Q. If he did 50 hours, he would get paid  
25 whatever the hourly rate was?

1 A. Yes.

2 Q. On work for the contract?

3 A. On work for the contract. When that  
4 couldn't be done, he was to be paid 5 percent out  
5 of the overhead that was generated.

6 Q. And was that ever in the writing?

7 A. No. But that was my understanding.

8 Q. And did you ever pay the Ron Wine  
9 Consulting Group out of the overhead on any federal  
10 contract?

11 A. So all of the overhead earned went into  
12 a single pot. And that's where the payments were  
13 made from, but that was for all of the contracts  
14 that Wright State held. It wasn't differentiated  
15 that this specific dollar came from this contract,  
16 to cover this overhead to pay any specific bill.

17 Q. Okay. So federal and state contracts  
18 were not kept separate as an accounting function?

19 A. No, I'm sorry. The overhead that was  
20 generated was ultimate, against all contracts was  
21 ultimately what the, provided the operating budget  
22 from which funds were paid.

23 Q. And that was true for the Research  
24 Institute and for the ARC?

25 A. Yes.

1 Q. Okay. Was Ron Wine Consulting Group  
2 ever paid funds for work done to secure contracts  
3 that were not successful?

4 A. So I, oh, man, yeah. So Ron was paid  
5 the base retainer for a period of time, and,  
6 forgive me, I don't recall how long that was, and  
7 that was in recognition of his effort to support  
8 the University regardless of success or failure.

9 Q. Okay. And then once the retainer  
10 stopped, he was only paid on contracts that were  
11 successful?

12 A. That was my understanding.

13 Q. Okay. Did WSARC have a requirement  
14 that all of its contracts be in writing?

15 A. Was there a stated requirement? I  
16 don't know that it is, was ever written down in  
17 WSARC's policies and procedures that it always had  
18 to be in writing, but I don't know of an instance  
19 where it wasn't, I'm sorry.

20 Q. Okay. Did the University have a  
21 requirement that all of its contracts be in  
22 writing?

23 A. I don't know what the University's  
24 documentation requirement specifies, but I know  
25 that all of the things that we worked went through

1       either an accounts payable process or an office of  
2       sponsored programs process.

3               Q.   Did the University require you to enter  
4       into contracts or have purchase orders for every  
5       vendor that you had while you were in charge of the  
6       program?

7               A.   To the best of my knowledge, that was  
8       the only way to get them paid.

9               Q.   Okay.  Other than Exhibit B and  
10       whatever else you looked at on the thumbdrive, is  
11       there anything else you did to prepare yourself for  
12       today's deposition?

13              A.   No, sir.

14              Q.   Okay.  When was the last time before  
15       today that you had talked with Mr. Wine concerning  
16       this matter?

17              A.   Wow, golly.  By this matter, you mean?

18              Q.   Ron Wine Consulting Group and its work  
19       with Wright State University, WSRI, and the ARC.

20              A.   Oh, I believe there may have been a  
21       text message that was sent about the time Ron filed  
22       his lawsuit to one of joint commiseration, but  
23       prior to that the last conversation I had with Ron  
24       related to any of that would have been well before  
25       I was put on administrative leave with the



1 University.

2 Q. Okay. Did you speak with Ron's counsel  
3 before today?

4 A. No, sir.

5 Q. Okay. Tell me about the contracting  
6 authority that you had while you were working for  
7 the Research Institute.

8 A. So as director of the Research  
9 Institute, all of its contracts flowed through  
10 Wright State University. So I, like many other  
11 people, had the ability to identify, in this  
12 instance, a consultant or a vendor that we needed  
13 to work with, identify the funds for that, work  
14 with the standard University process to be able to  
15 get a PO in place in the case they were a vendor or  
16 to take that to, in the case it was tied as a, tied  
17 to a specific research contract in some way or  
18 another to take that to the Office of Research and  
19 Sponsored Programs.

20 Q. Was there a dollar limit on what you  
21 could sign a contract for or --

22 A. So if it went through the University, I  
23 didn't have signature authority on a contract.

24 Q. Okay. Did Mr. Wine and his group, Ron  
25 Wine Consulting Group, did you have signature

1 authority for his contracts?

2 A. Not to the best of my knowledge on the  
3 Applied Research Corporation. That went through  
4 the, or, excuse me, through the University. That  
5 went through the standard process. I was one of  
6 several people who had contract signature authority  
7 for the Applied Research Corporation.

8 Q. Okay. So as far as WSRI went, you  
9 could not sign on behalf of WSRI, but you could  
10 sign on behalf of WSARC?

11 A. So the way that it's clear to me and  
12 hopefully it's, this will help, is I was not the  
13 signature authority for Wright State University.  
14 There are documents that Wright State University  
15 allows a number of people to sign. To the best of  
16 my recollection, the work that was done with Ron  
17 through Wright State University did not qualify as  
18 something that I had signature authority for. For  
19 the Applied Research Corporation, I did possess the  
20 signature authority to be able to execute a  
21 contract.

22 Q. And was there a dollar limit on that  
23 that it had to go to the board for approval?

24 A. There were signing limits, but you'll  
25 forgive me. I no longer recall what those were.

1 Q. Do you recall when the billings all  
2 switched over to the ARC from the University?

3 A. No. I'm sorry.

4 Q. Do you recall the reason why they  
5 switched over from the University to the ARC as it  
6 related to Ron Wine Consulting Group?

7 A. Well, part of it was a function of  
8 where the contracts were held. Because the, if a  
9 contract was held in one place versus another  
10 place, that led to some of it. But I don't  
11 remember any other issue.

12 Q. Did you have regular contact with  
13 Mr. Wine's wife, Melissa, when it came to the  
14 billing for the Ron Wine Consulting Group?

15 A. I'm sorry I heard regular contract, did  
16 you --

17 Q. Regular contact --

18 A. Okay.

19 Q. -- with Ms. Wine?

20 A. So I believe that Missy was the one  
21 that would normally send the invoice, but to the  
22 best of my recollection, if there was an issue,  
23 generally I would raise it with Ron.

24 Q. Did you ever instruct on Missy on what  
25 to bill or how to bill or how many hours to put

1 down on any given month?

2 A. I believe that we may have talked about  
3 when we, when we wanted, when we picked the, did  
4 the calculation to identify the amount, and then we  
5 picked the term of the contract, it was, we would  
6 say, okay, here's the math to divide that by  
7 whatever the number of increments were, right? So  
8 it was we would expect to 6 bills of this, 12  
9 bills, again, 12 bills of that, whatever the math  
10 worked out to be. But beyond that, I don't know.

11 Q. Okay. You had never instructed her as  
12 to how many hours to put towards Ron's time versus  
13 her time versus Dave Tilton's time?

14 A. I don't recall that I did, no.

15 Q. In the limits that you would come up  
16 with or what you would expect to see on a monthly  
17 basis was simply taking a number and dividing it by  
18 6 or 12 months?

19 A. On the, on the contracts that were not  
20 tied, so on the draw or the base retainer plus the  
21 add, then yes, but on the other contracts where we  
22 could direct bill Ron's time as a part of the work  
23 share, that was a function of the work that they  
24 did.

25 Q. Okay. I'm going to hand you what's

1       been previously been marked as Deposition Exhibit 5  
2       which is a portion of the Plante Moran report.

3       Have you seen the Plante Moran report before?

4             A.   No, I have not.

5             Q.   I'm going to ask you to turn to what  
6       are listed as attachments to the Plante Moran  
7       report.   The first one is a sub grant.

8             A.   I'm sorry.

9             Q.   Sure.

10            MR. WINE:   Do you have another  
11       copy of that?

12            MR. MATTES:  I'm sorry, I don't.

13            THE WITNESS:  Okay.

14       BY MR. MATTES:

15            Q.   Is that your signature?

16            A.   Yes.

17            Q.   Okay.   And can you tell me what this  
18       document is?

19            A.   May I have a moment to look at it?

20            MR. MATTES:  Sure.   Sure.   Sure.

21            MR. WINE:   What page are you on,  
22       Bill?

23            MR. MATTES:  The first of 16.   The  
24       first attachment.   It says attachment 30.

25            MR. WINE:   Attachment 30.

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THE WITNESS: Okay.

BY MR. MATTES:

Q. Okay.

A. So what was your question, sir?

Q. Sure. Are you aware of what this document is?

A. It would be the agreement between Ron Wine Consulting Group and Wright State Applied Research Corporation.

Q. Okay. And can you show me anywhere in here where it's written that Ron will receive 5 percent of every contract awarded?

A. No.

Q. It's not contained in this document?

A. No.

Q. Who drafted this document?

A. So I cannot say with certainty. It would have either been Rich Maresca who was counsel or myself or us in combination. I don't know which.

Q. Rich Maresca would have been counsel for Wright State Applied Research Corporation?

A. Yes.

Q. Okay. And is that your signature on page 1 of 16?

1 A. Yes.

2 Q. Of attachment 30 to Exhibit 5?

3 A. Oh, I'm sorry. I didn't mean to jump  
4 the gun, but yes.

5 Q. That's okay. And was this the first  
6 time that you can recall you entered into this  
7 agreement with Ron Wine Consulting Group that  
8 switched from a retainer to what we see in the sub  
9 grant agreement?

10 A. So I'm sorry. I want to make sure.  
11 Could you ask that again?

12 Q. Sure. Can you repeat that?

13 (WHEREUPON, the requested portion  
14 of the record was read.)

15 THE WITNESS: So based on what I'm  
16 looking at the, I'm looking at a, an agreement tied  
17 to the Defense Aerospace Graduate Studies Institute  
18 which was an \$8 million project, forgive me. I'm  
19 not trying to be difficult. Can you read that for  
20 me one more time because I want to make sure I  
21 answer the question?

22 (WHEREUPON, the requested portion  
23 of the record was read.)

24 THE WITNESS: I cannot say with  
25 certainty that this is the first time. This

1 appears to be an opportunity where a contract where  
2 the work share could be utilized.

3 BY MR. MATTES;

4 Q. Are you aware of any sub grant  
5 agreement that was entered into with Ron Wine  
6 Consulting Group prior to attachment 30 to Exhibit  
7 5 which you have in front of you?

8 A. I'm sorry. I can't recall that.

9 Q. Okay. Assuming this is the first sub  
10 grant, would this have been the timeframe that you  
11 mentioned in your testimony with Ken that it  
12 switched Ron Wine Consulting Group's payments from  
13 a retainer?

14 A. I can't say with certainty one way or  
15 the other. I'm sorry. I don't, I don't --

16 Q. Would it have switched as a matter of  
17 contract from a retainer to another agreement?

18 MR. IGNOZZI: Note my objection.  
19 You're saying a written contract or a verbal  
20 contract?

21 MR. MATTES: Written contract.

22 THE WITNESS: So to the best of my  
23 knowledge, to the best of my knowledge, the  
24 retainer was eliminated, and the draw was  
25 instituted on 7/1/13 because I would expect to see



1 a document if it had happened earlier to identify  
2 it as having moved to a draw. This, to me, does  
3 not appear to be that.

4 BY MR. MATTES:

5 Q. This being the sub grant agreement  
6 doesn't appear to be a draw?

7 A. Doesn't appear to be tied to a draw  
8 because, again, to the best of my recollection,  
9 there was a second or I shouldn't say a second.  
10 There was the agreement in place with Ron related  
11 to his, the base retainer and the additional amount  
12 that was tied to the contracts that was not tied  
13 to, it was not associated with the, this sub grant  
14 agreement.

15 Q. Okay. So you think there was a written  
16 contract that predates what we're showing in  
17 Exhibit 5 as attachment 30 which is the sub grant  
18 between WSARC and Ron Wine Consulting Group,  
19 correct?

20 A. I'm saying that either within the  
21 University or the Applied Research Corporation I  
22 believe there exists another document of some way  
23 that the University treated it as a contract to be  
24 able to pay Ron as a vendor prior to this sub grant  
25 agreement.

1 Q. Right. And that was what you were  
2 referring to as the retainer agreement, correct?

3 A. Yes, sir.

4 Q. Okay. And my question is is this the  
5 sub grant agreement the first time that you went  
6 away from the retainer to an actual monthly draw?

7 A. To the best of my knowledge, I do not  
8 believe so because this was tied to a work share  
9 activity where he could help execute the desired  
10 goals of the Defense Aerospace Graduate Studies  
11 Institute, but I --

12 Q. Okay.

13 A. I don't recall.

14 Q. This is an agreement that you signed  
15 that you entered into and that you paid to Ron Wine  
16 Consulting Group pursuant to, correct?

17 A. This is an agreement that I signed on  
18 behalf of the Wright State Applied Research  
19 Corporation which it then paid Ron.

20 Q. Okay. When this contract was expired  
21 by the time in the contract, did you enter into any  
22 amendment for paying Ron through the Wright State  
23 Applied Research Corporation?

24 A. I'm sorry. I can't even begin to  
25 recall that whether or not another, a modification

1 and an extension or any other document was signed  
2 tied to this, I can't speak to.

3 Q. Okay. You recall having extensive  
4 conversations with Dennis when he came in about  
5 budgets and about how Ron was paid and about the  
6 six-month reports. Do you recall him asking you  
7 where the contract was?

8 A. Yes.

9 Q. For 2014, 2015?

10 A. I remember him asking me where the  
11 contract was, absolutely.

12 Q. Okay. And there was no contract ever  
13 found for the two years prior?

14 A. To the, again, to the best of my  
15 recollection and my involvement with it ended it on  
16 this 6/30/14, that's the last contract that I was  
17 involved in executing.

18 Q. Okay. And you mentioned May of 2014,  
19 and then you also mentioned June of 2014. What was  
20 the actual last day that you were involved in  
21 overseeing Ron Wine Consulting Group's contract,  
22 was it May of 2014 or was it June of 2014?

23 A. I'm sorry. I can't say with  
24 specificity. It was when Dennis took over as CEO  
25 of the Applied Research Corporation, and I don't

1 remember when that specifically was.

2 Q. Okay.

3 A. I believe it was the end of May of  
4 2014.

5 Q. Okay. If you could turn to attachment  
6 31, which is about 16 pages back on Exhibit 5  
7 there. There's a modification of this sub grant  
8 agreement. Are you with me?

9 A. I believe so, yes, sir.

10 Q. Okay. And if you turn to page 2 of  
11 this agreement, you'll see the period of  
12 performance was retroactive back to December 31st  
13 of 2013?

14 A. Okay. Yes, I do.

15 Q. Do you recall having discussions with  
16 Dennis that he had to make this retroactive because  
17 there was no written contract that extended the sub  
18 grant agreement that we previously looked at?

19 A. So I do not remember specifically  
20 indicating to Dennis that it needed to be set  
21 retroactively, but I will say that it was a common  
22 occurrence for that to take place where there had  
23 been an untended lapse in the documentation of a  
24 contract.

25 Q. Okay.

1           A. But, excuse me, the period of  
2 performance of a contract.

3           Q. Do you recall Dennis asking on repeated  
4 times if you could find another contract after this  
5 sub grant agreement, and you were not able to find  
6 any contracts past this sub grant agreement?

7           A. So my understanding is that what Dennis  
8 was referring to was not that sub grant agreement.  
9 It was the underlying statement of work associated  
10 with the draw.

11          Q. Okay. And I'm not talking necessarily  
12 about a statement of work, something that someone  
13 would draft. I'm talking about a written contract  
14 signed by two parties. Were there any written  
15 contracts signed by Wright State Applied Research  
16 Corporation and Ron Wine Consulting group after  
17 this attachment 30 prior to entering into  
18 attachment 31 which was the first modification of  
19 the sub grant agreement?

20          A. I cannot say with certainty without  
21 having the records before me, but one could make a  
22 reasoned assumption that no, there isn't.

23          Q. Okay. Were you aware that the sub  
24 grant had been entered into by Wright State and Ron  
25 Wine Consulting Group?

1 A. That --

2 Q. The modification?

3 A. I can't say specifically whether I was  
4 to this one or not. I was vaguely aware that the  
5 University was continuing to work with Ron and  
6 utilize his services, but I can't remember which  
7 mechanisms were utilized.

8 Q. Okay. Did you have any discussions  
9 with Dennis on the period of performance shown on  
10 page 2 which was from December 31st, 2013 to April  
11 30th, 2015?

12 A. I don't recall.

13 Q. Did you have any discussions with him  
14 to the extent that WSARC was not obligated to  
15 compensate Ron Wine Consulting Group for the  
16 expenses incurred or commitments made after  
17 expiration of this document?

18 A. I don't recall that.

19 Q. Exhibit 32 is a consulting services  
20 agreement entered into May 1st, 2015. Between  
21 Wright State Applied Research Corporation and Ron  
22 Wine Consulting Group. Did you have anything to do  
23 with the drafting or implementation of this  
24 document?

25 A. I'm sorry. Can I take a moment to look

1 it over?

2 Q. Sure.

3 A. So I cannot say with certainty because  
4 I do know that I would occasionally be pinged by  
5 Dennis for questions related to how things have  
6 been done in the past or ideas for going forward,  
7 but at the point in time this was effective, I was  
8 on administrative leave from the University and  
9 would not have been involved in any meaningful way  
10 in its execution.

11 Q. Okay. Would you have been involved in  
12 the project budget for this contract which is  
13 Exhibit A to attachment 32 to Exhibit 5?

14 A. I heard attachment 35. I only go to  
15 33.

16 Q. Exhibit 5, attachment 32.

17 A. I'm sorry.

18 Q. Exhibit A to that attachment which is  
19 the project and the budget. Would you have  
20 anything to do with that? You have to go  
21 backwards.

22 A. This way?

23 Q. Yes, sir. It's page 5 of 13 on the  
24 bottom.

25 A. Five of 13. Thank you, sir. In

1 speaking with Dennis, I may have provided some  
2 suggestions, but without having access to other  
3 information, I can't say that I had any meaningful  
4 contribution to this.

5 Q. Okay. The project budget which is  
6 shown on page 7 of 13 lists a period of performance  
7 and how the compensation is to be made. Would you  
8 have had anything to do with the setting of the  
9 compensation in this written contract?

10 A. Again, not that I would recall given  
11 that, I mean, to the extent that I may have had a  
12 conversation with Dennis, it could have possibly  
13 been around common hourly rate we saw from  
14 consultants, but I don't recall anything specific  
15 related to the project budget.

16 Q. Okay. Any general conversations you  
17 recall having with Dennis about changing the  
18 methodology by which Ron Wine Consulting Group was  
19 paid in this contract?

20 A. Oh, absolutely. I mean, so Dennis was  
21 clearly uncomfortable with the 5 percent mechanism,  
22 and we spoke repeatedly about different  
23 alternatives he had seen in his time as SAIC or  
24 wanted to try to employee. Ultimately I wasn't a  
25 decision maker at point and encouraged him to talk



1 to Dr. Narayanan and to Dr. Hopkins about that.

2 Q. Okay. And as a result of his being  
3 uncomfortable with the 5 percent payment, did he  
4 tell you he was going to switch to straight hourly  
5 payment for Ron Wine Consulting Group?

6 A. So I do not recall Dennis telling me  
7 specifically what outcome he had wanted to use or  
8 arrive at, but I do know that he was trying to get  
9 it changed, yes.

10 Q. Okay. But you never reviewed this  
11 contract that we just looked at the which is  
12 attachment 31 to Exhibit 5?

13 A. I don't with specificity remember  
14 seeing this contract.

15 Q. I'm going to ask you to go to the last  
16 attachment to Exhibit 5 which is attachment 33.  
17 And this states it's a revised purchase order.

18 A. Yes, sir.

19 Q. And have you ever seen this purchase  
20 order before?

21 A. It is likely that I would have seen it,  
22 but I do not recall it amongst all the others that  
23 I saw.

24 Q. Okay. Would you have been responsible  
25 for administering and/or paying the amounts noted

1 on lines 1 of 2 and 2 of 2?

2 A. Assuming that it is tied to the  
3 Research Institute and was related to a PO we were  
4 in control of, then yes, I would have been  
5 responsible for that at that time.

6 Q. Okay. And assuming this was part of  
7 the monthly retainer then I guess the answer would  
8 be no, you would not have overseen the processing  
9 of invoices for this revised purchase order?

10 A. If I followed your question, if I  
11 followed your question, then I would say you are  
12 correct.

13 Q. Okay.

14 A. Excuse me, would we be at a point where  
15 we would be halfway through?

16 MR. MATTES: Perfect point. Yeah.

17 THE WITNESS: Wonderful.

18 (WHEREUPON, a luncheon recess was  
19 taken.)

20 (Ms. Yaniko left the room during  
21 the break.)

22 BY MR. MATTES:

23 Q. I'm going to hand you what's been  
24 previously marked as Exhibit 3. These are a series  
25 of Wright State University purchase orders. I'll

1 ask you to just take a look at them generally, and  
2 I've got a couple specific questions.

3 A. Yes, sir.

4 Q. Okay. Looking at the last two pages,  
5 and then we'll work our way back, are you aware of  
6 what Wings Express is?

7 A. Yes.

8 Q. And what is Wings Express?

9 A. The system that the University has in  
10 place to conduct much of its business.

11 Q. Okay. And are you aware of any  
12 purchase orders with Ron Wine Consulting Group that  
13 predated this order dated November 12th, 2009?

14 A. To the best of my knowledge with the  
15 Research Institute, no.

16 Q. Okay. If you go back in four pages,  
17 you'll see another Wings Express purchase order.

18 A. I believe I'm there.

19 Q. Okay. Are you aware what this document  
20 is supposed to represent as it relates to Ron Wine  
21 Consulting Group?

22 A. It looks as though it extended the  
23 period where invoices could be submitted and paid  
24 through the purchase order as well as the overall  
25 ceiling of the purchase order.

1 Q. Okay. Were you involved in approving  
2 of any of the payments that would have been  
3 submitted under this purchase order number?

4 A. I cannot say with certainty that I was  
5 involved in all of them, but it is more than likely  
6 I would have been involved in some of them.

7 Q. And this would have been the retainer  
8 that we spoke of before we broke for lunch?

9 A. Yes.

10 Q. Okay.

11 A. It appears to be that.

12 Q. And once again going up backwards two  
13 pages towards the front, a revised purchase order.  
14 Do you know what the \$43,877 change in this revised  
15 purchase order represents?

16 A. Okay. So I'll, I'm sorry, I can't say  
17 without having access to additional information.

18 Q. And what additional documents would you  
19 need?

20 A. It may be contained in my e-mail.  
21 There may have been additional documentation  
22 submitted with the purchase order. It might have  
23 indicated what it was for.

24 Q. So if, if I understand the process at  
25 Wright State, you either had to have a purchase

1 order or a contract in order to pay any vendor,  
2 correct?

3 A. Yes, sir, to the best of my knowledge.

4 Q. Okay. And were you paying the Ron Wine  
5 Consulting Group pursuant to purchase orders prior  
6 to the contract that we looked at that was attached  
7 in Exhibit 5, the sub grant agreement?

8 A. As I understand the question, yes.

9 Q. Okay. You just don't know what the  
10 exact date was that you transferred over from  
11 paying a retainer on the purchase order system to  
12 a, an amount stated in the subcontract or sub grant  
13 agreement?

14 A. So I don't think that's accurate.

15 Q. Okay.

16 A. So let me --

17 Q. So you do know the date?

18 A. No. What you've said is fundamentally  
19 correct, but I think we're talking about two  
20 different things.

21 Q. Go ahead and correct me, get the  
22 parlance clear?

23 A. The sub grant agreement was tied to a  
24 direct award whereby Ron Wine Consulting Group  
25 could assist with the execution of the work

1       necessary to fulfill that contract that's separate  
2       from all of the base retainer that was done and  
3       ultimately the draw that was done because whatever  
4       was done under a sub grant agreement was pulled out  
5       of that draw calculation. Does that make sense?

6               Q. So you add three separate ways of  
7       paying, there was the initial retainer, sub grant  
8       agreement, and then a draw?

9               A. The only reason I hesitate is simply  
10       because mechanically it's still the same process to  
11       pay it, so the fact that the mechanism from a,  
12       whether it was a grant agreement or a, the  
13       retainer, it still has to flow through the same  
14       centralized system to be able to get executed,  
15       whereas the, anything through the ARC went through  
16       that fiscal system to get implemented.

17              Q. And that fiscal system was a draw or  
18       retainer or a sub grant agreement?

19              A. Functionally it could have been any of  
20       those.

21              Q. In reality how did it work?

22              A. To the best of my recollection, what  
23       went through the ARC was merely either a sub grant  
24       agreement or a draw.

25              Q. Okay. And the draw was made pursuant

1 to some oral understanding not pursuant to some  
2 written contract?

3 A. So the draw was made against a purchase  
4 order and ultimately, I want to make sure I answer  
5 the question that you're asking.

6 Q. Sure.

7 A. But it was against the expected  
8 contribution, the 5 percent performance bonus or  
9 whatever you choose to call that. It was a draw  
10 against that.

11 Q. You're differentiating in your mind  
12 payments made under a sub grant agreement and a  
13 draw?

14 A. So I'm differentiating payments made  
15 under a sub grant agreement where we could direct  
16 bill Ron's effort for assisting with its execution  
17 and payments where we could not do that which were  
18 then made through a draw or the retainer where it  
19 was modified.

20 Q. Okay. But you don't know the date that  
21 we stopped with the retainer and switched over to  
22 the draw?

23 A. No, I don't.

24 (WHEREUPON, Defendant's Exhibit

25 No. 23 was marked for identification.)

1 BY MR. MATTES:

2 Q. I'm going to hand you what I've marked  
3 as Defendant's Exhibit 23. I'm going to ask if  
4 you've ever seen this e-mail before from Ron to  
5 Dr. Narayanan?

6 A. I was not sent it directly. That  
7 doesn't mean that Narayanan either didn't send it  
8 to me or forward it to me, but I don't specifically  
9 recall having seen it.

10 Q. Okay. I want you to read to yourself  
11 the second paragraph on this exhibit.

12 A. Okay. As you requested --

13 Q. Just read it to yourself.

14 A. Oh, I'm sorry. Okay.

15 Q. Okay. Do you recall ever having a  
16 discussion with Dr. Narayanan about it being  
17 illegal to have a performance bonus for raising  
18 state funds?

19 A. I do not specifically recall that, no.

20 Q. Do you recall ever having that  
21 conversation with Mr. Wine?

22 A. I do not recall that specifically, no.

23 Q. Do you recall it generally with either  
24 Mr. Wine or Dr. Narayanan?

25 A. Not that it would have been illegal to,



1       what does it say there?   Paying performance bonuses  
2       on raising state funds.

3               Q.   Okay.   The law precludes it.   Did you  
4       have any discussions concerning the law precluding  
5       such payments?

6               A.   No.

7               Q.   And you didn't have that with Dr.  
8       Narayanan or Mr. Wine?

9               A.   No.

10              Q.   Okay.   Was it ever discussed while you  
11       were drafting the contracts and/or coming up with  
12       the contracts such that the 5 percent was not  
13       mentioned therein as a performance bonus for the  
14       raising of state funds?

15              A.   No.

16              Q.   Okay.   Did you ever you discuss that  
17       with anyone else at the University?

18              A.   Not that I specifically recall.

19              Q.   Okay.   Well, you mentioned that someone  
20       had a problem with the 5 percent bonus.   Who was  
21       that?

22              A.   Dennis.

23              Q.   Dennis Andersh?

24              A.   Yes, sir.

25              Q.   And was his problem related to whether

1 the law precluded such performance bonuses?

2 A. I don't recall that being raised as an  
3 issue.

4 Q. Okay. You never recall that being  
5 raised as an issue?

6 A. No.

7 Q. Okay. Do you know how you got around  
8 it, in the contracts it says that you did actually  
9 execute with Ron Wine Consulting Group?

10 MR. IGNOZZI: Just note objection  
11 because there's nothing about it --

12 THE WITNESS: I'm sorry, would you  
13 repeat the question.

14 BY MR. MATTES:

15 Q. Sure. Did you ever have to work around  
16 that in the written contracts or purchase orders  
17 that you had?

18 A. Not that I'm aware of.

19 Q. Has the office of the Inspector General  
20 contacted you in regards to the payments that were  
21 made to Mr. Wine and/or the Consulting Group?

22 A. No.

23 Q. Not been interviewed by them?

24 A. No.

25 (WHEREUPON, Exhibit No. 24 was

1 marked for identification.)

2 BY MR. MATTES:

3 Q. I'm going to hand you what I marked as  
4 Defendant's Exhibit 24.

5 A. Okay.

6 Q. And starting on the back, is that an  
7 e-mail that you sent to Mr. Wine on July 27th,  
8 2010?

9 A. Yes.

10 Q. And what was the purpose of this  
11 e-mail?

12 A. It was to make sure that I understood  
13 how Ron would be financially participating in, oh,  
14 what did we call that? The human performance  
15 consortium.

16 Q. And can you tell me what the 5 and 7  
17 percent pass relate to?

18 A. Project management is a prime  
19 contractor on contracts and the overhead associated  
20 with that aspect.

21 Q. Okay. So Ron Wine Consulting Group was  
22 to take 12 percent of the total contract value?

23 A. No. No. The, so as the prime, Wright  
24 State was looking to set aside 12 percent of the  
25 contract to it, to handle the program management

1 aspect of the execution of those contracts. And a  
2 portion of that where it could potentially be done  
3 by Ron.

4 Q. Okay. And was this turned into a  
5 written contract?

6 A. No, not to the best of my knowledge.

7 Q. Okay. So I want you to look up at  
8 Ron's response on July 30th, 2010 to your e-mail.  
9 If you could read that to yourself, I've got a  
10 couple questions about that.

11 A. Okay.

12 Q. Did Mr. Wine ever explain to you why he  
13 didn't want a line item that said performance bonus  
14 and why he wanted it to read like an adjustment of  
15 the monthly retainer?

16 A. Not to my recollection.

17 Q. You don't recall having any discussions  
18 on why he didn't just simply put 5 percent bonus  
19 and pay him 5 percent bonus instead of change the  
20 retainer amount?

21 A. No.

22 Q. Okay. According to page 1 of Exhibit  
23 24 you guys were going to meet and discuss all of  
24 the items mentioned in those two e-mails, do you  
25 recall actually having a meeting?



1 A. Yes.

2 Q. Okay. Looking at your answer to number  
3 1, who are the partners that you circulated the 12  
4 percent to?

5 A. They would have been industry partners  
6 like SAIC, Radiance Technologies, the Kettering  
7 Health Network, there were, I'd say somewhere  
8 between 8 and 12 different partners that were  
9 collaborating on the proposal that we were working  
10 on.

11 Q. Okay. And did they all get a piece of  
12 the work once the grant was given?

13 A. You'll forgive me. I don't remember  
14 how it was bid out, but more than likely that was  
15 the case.

16 Q. Okay. And when they got that work, did  
17 Ron also receive a percentage of the work that they  
18 got for Ron Wine Consulting Group?

19 A. Did he receive a percentage of the work  
20 that they got? I don't know that.

21 Q. Okay. In your response to number 1 you  
22 mentioned that the 12 percent is not violating  
23 federal contracting guidelines. What were you  
24 referring to there?

25 A. Because there's a stipulation on at

1 least, as I understood it, what was reasonable for  
2 a program management in those.

3 Q. So there's federal rates as to what you  
4 can charge for management of a federal grant?

5 A. That was my understanding, yes, is that  
6 they want that kept to a certain percentage.

7 Q. Okay. And you believe that 12 percent  
8 was within the federal contracting guidelines?

9 A. That's what I was under the impression  
10 of, yes.

11 Q. And do you know what contract this was  
12 specifically in relation to or what grant?

13 A. Not at this point.

14 (WHEREUPON, Defendant's Exhibit  
15 No. 26 was marked for identification.)

16 BY MR. MATTES:

17 Q. I'll hand you what I've marked as  
18 Defendant's Exhibit 26 and ask you to look at that  
19 briefly.

20 A. Okay.

21 Q. At this point in time was Dennis  
22 Andersh at Wright State University or was he in the  
23 private sector?

24 A. He was with SAIC.

25 Q. Okay. And you were sending this to

1 Dennis, Dr. Narayanan, and Ron Wine, I take it?

2 A. Yes.

3 Q. And HPCPMO, what does that mean?

4 A. Human Performance Consortium Program  
5 Management Office.

6 Q. And if you could in general terms  
7 explain to me what page 2 of this e-mail is?

8 A. It suggests one mechanism for handling  
9 the program management responsibilities associated  
10 with the multiple federal awards that we were  
11 pursuing. Consideration was being given to  
12 establish the program management office within the  
13 Research Institute and to take over or to execute  
14 that function not only for these contracts but for  
15 all of the contracts within the Research Institute.  
16 But as it related to those proposals that might  
17 ultimately be pursued by the members of the Human  
18 Performance Consortium, there was one possible  
19 mechanism to make that a reality.

20 Q. Okay. Did the human Performance  
21 Consortium ever enter into a formal written  
22 document with all of its members that outlined any  
23 of these percentages?

24 A. No.

25 Q. Did that later become something else?



1 Is it called a head or something like that?

2 A. Thank you, yes. I believe it was.

3 Q. Same concept, local businesses get  
4 together, work on these grants sub grants?

5 A. Right.

6 Q. And split up the monies as appropriate?

7 A. Yes.

8 Q. Okay. Was there ever a meeting to  
9 discuss this or did it just drop dead of its own  
10 weight?

11 A. I don't know whether or not there were  
12 meetings that focus solely on that, but ultimately  
13 a PMO was not created.

14 MR. IGNOZZI: Off the record.

15 (WHEREUPON, discussion was held  
16 off the record.)

17 (WHEREUPON, Exhibit No. 27 was  
18 marked for identification.)

19 BY MR. MATTES:

20 Q. I'm going to ask you to read that to  
21 yourself.

22 A. Okay.

23 Q. Do you recall why Jackie was flagging  
24 this 5 percent on the select tech grant submission?

25 A. No.

1 Q. Do you recall why you would have  
2 forwarded that to Dave Tilton?

3 A. He was acting as the proposal manager  
4 for the project and would have dealt with a number  
5 of questions like this. We were utilizing both his  
6 services as well as a gentlemen from the SAIC team.  
7 I think that's who is referenced down below. I  
8 think that's who Lonnie was, but I don't recall  
9 specifically, and they were working through the  
10 budget and all of the elements associated with it,  
11 all of the different potential partners' budgets.

12 Q. Do you know what the resolution of this  
13 issue was, if there was one?

14 A. No, I don't.

15 Q. I'm going to hand you what's been  
16 previously marked as Exhibit 2.

17 A. Okay.

18 Q. Did you ever see the contract that Data  
19 Ohio had with Ron Wine Consulting Group?

20 A. I don't believe I ever saw the  
21 documentation.

22 Q. Did you ever approve of the payment to  
23 the Ron Wine Consulting Group for a debt of Data  
24 Ohio as shown in this Exhibit 2?

25 A. Yes.

1 Q. And that was based on some contract  
2 that the Ron Wine Consulting Group had with Data  
3 Ohio?

4 A. That was my understanding.

5 Q. Okay. And then Data Ohio became what?

6 A. The Wright State Applied Research  
7 Corporation.

8 Q. Okay. So was this one of the debts  
9 that the ARC had assumed when they came into  
10 existence?

11 A. If I understand your question, yes.

12 Q. Okay. Who was paying that \$60,000,  
13 Data Ohio or Wright State Applied Research  
14 Corporation or Wright State University?

15 A. I'm sorry. I'm not sure I understand  
16 that question.

17 Q. Sure. There was, there were invoices  
18 for Data Ohio that Mr. Wine was saying were past  
19 due. You were saying that you had Melinda and  
20 Fanny working on it to get him paid. It was  
21 allegedly due under a contract that Data Ohio had  
22 with Ron Wine Consulting Group. I'm just wondering  
23 who was it that paid the 60,000, which entity?

24 A. Without seeing it, I couldn't answer --

25 Q. Okay.

1 A. -- with certainty.

2 Q. Who should have been paying it? You  
3 said you had approved of the payment.

4 A. I would have to go back to my notes to  
5 be able to see what was agreed on.

6 Q. But there was a \$60,000 payment?

7 A. Yes.

8 Q. You approved of it. It went to Ron  
9 Wine Consulting Group?

10 A. Yes.

11 Q. Related to a contract that Data Ohio  
12 had with Ron Wine Consulting Group?

13 A. Yes.

14 Q. Okay.

15 (WHEREUPON, Exhibit No. 28 was  
16 marked for identification.)

17 BY MR. MATTES:

18 Q. I'm going to hand you what's been  
19 marked as Defendant's Exhibit 28 and ask you who  
20 Aaron Miller is first.

21 A. At the time he was project manager  
22 within the Research Institute and given the date I  
23 think at that point he was involved in the Human  
24 Performance Consortium.

25 Q. What is the DARPA proposal?



1 marking as Defendant's Exhibit 29. The December  
2 2011 e-mail to Ron CCing Missy extending and  
3 increasing the relationship with Ron Wine  
4 Consulting Group for the first half of 2012.  
5 During this time period were the only payments made  
6 those reflected therein as a retainer?

7 A. To the best of my knowledge.

8 Q. And how were you coming up with the  
9 retainer amount increasing from 6,000?

10 A. I'm sorry, without having access to a  
11 tremendous volume of other information to be able  
12 to go back and forensically account for it, I can't  
13 answer that with any certainty.

14 Q. In general, how were you increasing  
15 that amount? The same methodology that we spoke of  
16 this morning?

17 A. Yes, sir.

18 Q. Reviewing what funds you believed would  
19 come in during the year and then dividing that by 6  
20 or 12?

21 A. Yes, sir.

22 Q. And at this point in time it was for  
23 work done for the Research Institute?

24 A. Yes, sir.

25 (WHEREUPON, Exhibit No. 30 was

1 marked for identification.)

2 BY MR. MATTES:

3 Q. I'm going to hand you what I'm marking  
4 as Defendant's Exhibit 30. Take a look at that.

5 A. Okay.

6 Q. Are you generally familiar with the  
7 items discussed in that e-mail?

8 A. Yes.

9 Q. Okay. And did this lead to an actual  
10 contractual agreement with Ron?

11 A. I believe it's what led to the sub  
12 grant agreement referenced earlier.

13 Q. And the sub grant agreement was dated  
14 October 1st for your signature and October 7th for  
15 Ron's signature, and this e-mail is November 4th  
16 from you to Dr. Narayanan. Do you know if the sub  
17 agreement was actually signed on those dates or was  
18 it signed at a later point in time based on this  
19 e-mail?

20 A. I can't say with certainty.

21 Q. Was there any magic to the dates of  
22 October 7th and October 1st of 2012 in the sub  
23 grant?

24 A. Magic?

25 Q. Was there any reason that it had to be

1 that date if you're discussing putting him under  
2 contract almost a month later in November of 2012?

3 A. Not that I can think of at the moment.  
4 It could have potentially been the date that we  
5 used for all of them. I don't recall.

6 Q. Do you recall having any discussions  
7 with Dr. Narayanan when you forwarded this e-mail  
8 to him?

9 A. I'm sorry, related to what? I'm not  
10 trying to be snotty just --

11 Q. Sure. No. You forwarded this e-mail  
12 to Dr. Narayanan, and you said, see below, this is  
13 what Ron suggests. I'll add the phrase as  
14 directed. Is there anything else that you'd like  
15 to me to ensure that all elements are appropriate?  
16 Did you have any discussions with Dr. Narayanan or  
17 did it just lead to the drafting of the sub grant  
18 agreement which the parties signed?

19 A. Ultimately Narayanan would have been  
20 consulted before that was executed.

21 Q. That being --

22 A. Sub agreement, yes.

23 Q. So you would have forwarded this to  
24 him, and you just don't recall any specifics the  
25 conversation that you had with Dr. Narayanan



1 concerning this sub grant agreement?

2 A. No.

3 Q. Okay. You mentioned you were going  
4 stretch the POP because you're not comfortable  
5 paying 35,000 per month, what does that mean?

6 A. We're going to make the period of  
7 performance longer than the 6 or 12 months or  
8 whatever it was to full duration of when we  
9 anticipated all of the other subcontracts or  
10 vendors providing services under that contract to  
11 expend their funds.

12 Q. And that was just a cash flow?

13 A. Absolutely.

14 Q. Okay. Any other changes that you made  
15 to Ron's bullet points before it became the sub  
16 grant agreement?

17 A. I'm sorry, I can't recall that.

18 (WHEREUPON, Defendant's Exhibit  
19 No. 31 was marked for identification.)

20 BY MR. MATTES:

21 Q. Okay. I'm going to hand you what I've  
22 marked as Defendant's Exhibit 31. Do you recall  
23 receiving this e-mail from Mr. Wine in January of  
24 2013 upping the retainer amount to 14,750 per month  
25 for January through June?

1           A. Do I recall it specifically? No. But,  
2 no doubt we did receive it.

3           Q. Okay. And do you recall actually  
4 increasing the retainer amount at that time as per  
5 this e-mail?

6           A. I believe I would have.

7           Q. Okay. And was this, once again, on  
8 behalf of WSRI or the ARC?

9           A. So I believe this would have been the  
10 retainer amount that was paid through Wright State  
11 University.

12                           MR. MATTES: Okay. Off the  
13 record.

14                           (WHEREUPON, discussion was held  
15 off the record.)

16                           (WHEREUPON, Defendant's Exhibit  
17 No. 32 was marked for identification.)

18 BY MR. MATTES:

19           Q. I'm going to hand you what I've marked  
20 as Defendant's Exhibit 32. Do you know if you've  
21 ever seen this exhibit before?

22           A. I don't recall it with specificity, no.

23           Q. Okay. I want to focus on page 1 and  
24 Mr. Wine's statement to Dr. Narayanan saying that  
25 his compensation for consulting services currently

1 as of the date of this e-mail wrapped into three  
2 separate agreements that Ryan developed, the first  
3 is retainer and the purchase order with WSU which  
4 is adjusted every six months. Is that an accurate  
5 reflection of what you believed the relationship to  
6 be with Mr. Wine and WSU as of that date?

7 A. To the best of my recollection, yes.

8 Q. And were you responsible for reviewing  
9 and approving of that rate?

10 A. So I was responsible, again, for  
11 putting, keeping track of it and making the  
12 adjustments and sharing that with Dr. Narayanan and  
13 Dr. Hopkins.

14 Q. Okay. But the mechanics of it was the  
15 invoice would come in, and it would just be paid by  
16 someone in accounts payable?

17 A. Yes.

18 Q. And then point 2, the second, he has an  
19 existing contract in place with the ARC for 5  
20 percent of the \$8 million received through the end  
21 of December of 2013. Was that also your  
22 understanding of the contractual relationship that  
23 Ron Wine Consulting Group had with the ARC as of  
24 June 17th, 2013?

25 A. To the best of my knowledge,

1 recollection, yes.

2 Q. Okay. Then 3, Ryan has set up a  
3 separate agreement through the ARC contract with  
4 Dave Tilton's company to compensate me, being Ron  
5 Wine Consulting Group, for the 5 percent of the 3  
6 million DCAP funds for WSRI total 150,000 of which  
7 I received 72,5 to date. Is that also your  
8 understanding?

9 A. Yes.

10 Q. And what are DCAP funds?

11 A. I don't remember the acronym anymore.  
12 It was the other chunk that came through the Dayton  
13 Development Coalition. We were executing work for  
14 them.

15 Q. Okay. Was there an actual contract  
16 that WSARC had with Mr. Tilton?

17 A. Yes. To the best of my knowledge,  
18 yeah, best of my recollection, there was.

19 Q. Was it written?

20 A. Yes.

21 Q. Okay. And it was between, is it  
22 Mindshare?

23 A. Yes.

24 Q. Consulting, Inc.?

25 A. Yes.

1 Q. On the one hand and WSRI or WSARC on  
2 the other hand?

3 A. I believe it was with WSARC given the  
4 source of the funds.

5 Q. Okay. Let me hand you what's been  
6 previously marked as Exhibit 18 and make sure we're  
7 talking about the same thing. Is this 150,000  
8 mentioned in Exhibit 18 the 150,000 that's  
9 mentioned in .3 of the contracts that Ron Wine  
10 Consulting Group had with WSARC and WSU in 2013?

11 A. Yes.

12 Q. Okay. And what work specifically was  
13 WSARC doing, or was Mindshare doing at that time  
14 for the ARC other than putting together the  
15 proposals for grants or bids or whatever we're  
16 calling them?

17 A. Oh, man. I don't recall specifically.  
18 If I had to guess, it would have been something  
19 related to marketing efforts to try to grow the  
20 HPC, but, again, that's just my best guess at this  
21 moment. I don't recall.

22 Q. Okay. And that was a direct contract  
23 with Mindshare?

24 A. Yes.

25 Q. Okay. On page 2 of Exhibit 32 Ron is

1 asking to bump his incentive pay to 10 percent.

2 Was that ever done?

3 A. I'm sorry, we're back on Exhibit 32?

4 Q. Yes, sir, I'm sorry. Exhibit 32, page  
5 2.

6 A. Uh-huh.

7 Q. Third paragraph there, he's asking for  
8 an incentive pay to go up to 10 percent. Was that  
9 ever done?

10 A. Not to the best of my knowledge.

11 Q. Okay.

12 (WHEREUPON, Defendant's Exhibit  
13 No. 33 was marked for identification.)

14 BY MR. MATTES:

15 Q. I'm going to hand you what I've marked  
16 as Defendant's Exhibit 33.

17 A. Is this the same thing three times?

18 Q. Yes, sir. It's just how it was  
19 produced.

20 A. No problem. I just didn't know if I  
21 was looking for a specific word or something.

22 Q. It's how it was actually produced.  
23 There's no trick to it. I just didn't want to not  
24 use the document as it was produced. Looking at  
25 page 1 of Exhibit 33.

1           A.    Okay.

2           Q.    The first paragraph after the three  
3           bullet points, in this memo or e-mail from Ron to  
4           Dr. Narayanan states, since we agreed to terminate  
5           my ongoing retainer of 6,000 per month and put me  
6           solely on performance-based compensation beginning  
7           July 1st, I take it that that's July 1st of 2013.  
8           Does that refresh your recollection as to the date  
9           that the retainer was to stop going to the Ron Wine  
10          Consulting Group?

11          A.    If that's when it was done, yes.

12          Q.    Okay.  Do you recall ever receiving  
13          this e-mail from Dr. Narayanan and/or from Ron Wine  
14          and/or sitting down and talking about it and  
15          putting a plan in place to get Ron Wine Consulting  
16          Group paid?

17          A.    I don't know if it was the sole item of  
18          the conversation, but I do know that we spoke about  
19          how we could work to get Ron paid in a more timely  
20          fashion.

21          Q.    Okay.  Is there a reason that these  
22          e-mails in 2013 were going to Dr. Narayanan and not  
23          to you directly?  Did your job switch or change in  
24          2013?

25          A.    Assuming that the e-mail was sent

1       October 2nd, of 2013, I would have been the senior  
2       advisor to the provost, and I believe at that point  
3       Dr. --

4               Q.    The provost being?

5               A.    Narayanan.  I believe at the that point  
6       Dr. Parker had assumed the responsibilities for his  
7       director of the Research Institute, but I don't  
8       remember that date specifically.

9               Q.    Okay.  I'm going to hand you what's  
10       been previously marked as Exhibit 6.  I'll ask if  
11       you've seen this document before?

12              A.    Not that I recall.

13              Q.    Okay.  And this e-mail to Dr. Narayanan  
14       that Mr. Wine sent the total ARS showing as of  
15       October of 2013 was approximately \$117,700, do you  
16       see that?

17              A.    Yes, sir.

18              Q.    And that's all due from the ARC.  At  
19       this point in time was WSRI not paying Ron Wine  
20       Consulting Group any longer?

21              A.    To answer your question, I don't know  
22       when the, again, with certainty when that would  
23       have happened.

24              Q.    Is there this is Dr. Narayanan's Gmail  
25       account, do you see that?



1 A. Okay. Sure.

2 Q. Was Narayanan in charge of the Research  
3 Institute or just the ARC in October of '13?

4 A. So he would have been the executive  
5 director of the Research Institute at that time,  
6 and October of 2013 would have still been actively  
7 engaged in the Applied Research Corporation.

8 Q. Okay. Was he at all responsible for  
9 getting the Ron Wine Consulting Group paid during  
10 this timeframe or was that your job or job duty?

11 A. So generally within that process if  
12 there was an issue, Narayanan would be, for lack of  
13 a better word, the first stop for Ron in raising an  
14 issue, and then Narayanan would ask me to run it  
15 down or figure out what was going on.

16 Q. Okay. Now, below the --

17 A. Does that answer the question?

18 Q. Yes, it does. Below the total AR due  
19 from WSARC Ron mentions that he has an agreement  
20 with Ryan, I take it that that's you, to pay for  
21 OBR funding. What is OBR?

22 A. That's probably the \$8 million that ran  
23 through the Ohio Board of Regents, OBR is Ohio  
24 Board of Regents, so that would have been the  
25 money, if I remember directly.

1 Q. And that debt would be owed by whom,  
2 the University or by the ARC?

3 A. That would have been the sub agreement  
4 that was done through the ARC.

5 Q. Okay. So there's an additional 400,000  
6 of which he's received 150,000 year-to-date, and  
7 he's requesting the additional 250 before yearend.  
8 Do you recall President Hopkins ever asking that a  
9 lump sum payment be made?

10 A. No. But I wasn't, I do remember Dave  
11 telling me to, I'm sorry, Dave telling Narayanan  
12 and I to get Ron paid and get him squared with what  
13 he thought he was owed and to do that as quickly as  
14 we could.

15 Q. And was this the issue that we spoke of  
16 this morning?

17 A. To the best of my recollection, yes.

18 Q. Okay. And was that payment and/or  
19 approved by you or your office?

20 A. You'll forgive me, I don't remember how  
21 that payment was made. I just know that we did  
22 what we were asked to do.

23 Q. Okay. What was Keith Ralston's role in  
24 getting payments approved for the ARC?

25 A. Keith Ralston served as the CFO for a

1 time of the Applied Research Corporation.

2 THE WITNESS: Can I say off the  
3 record for a second?

4 MR. CONNERS: No.

5 THE WITNESS: Oh, okay. This goes  
6 in the way-back machine. I'm sorry, you'll forgive  
7 me. Is it possible for me to go to the restroom?

8 MR. MATTES: Sure.

9 (WHEREUPON, a recess was taken.)

10 BY MR. MATTES:

11 Q. Okay. Almost done. Are you aware that  
12 at a certain point in time Ron Wine Consulting  
13 Group's contracts were all supposed to be  
14 administered through the ARC as opposed to the  
15 University?

16 A. I think it's fair to say that  
17 ultimately as we hoped to move the entire portfolio  
18 of the Institute to the Applied Research  
19 Corporation since it's intent was to serve as the  
20 contracting entity that that would take place.

21 Q. Were you still involved enough as of  
22 June of 2014 to know whether the contracts had all  
23 been switched over to the ARC as far as Ron Wine  
24 Consulting Group's contracts --

25 A. I do not --

1 Q. -- were concerned?

2 A. I do not recall one way or the other.

3 Q. Were you at all involved in ATIC,  
4 A-T-I-C?

5 A. So involved in ATIC, over the  
6 University's relationship with ATIC, I engaged in a  
7 number of activities with them.

8 Q. Okay. And was Ron Wine Consulting  
9 Group at all involved in the matters with ATIC and  
10 the University?

11 A. I don't know that I can say with  
12 specificity.

13 Q. And were you involved in Advotech, LLC  
14 and Advotech Holdings, LLC?

15 A. Yes.

16 Q. And what was your involvement?

17 A. I served as the University's  
18 representative on their board, if I remember  
19 correctly.

20 Q. Okay. Was Ron Wine Consulting Group at  
21 all involved with Advotech?

22 A. Not to the best of my knowledge.

23 Q. Okay. And with Data Ohio, LLC and Data  
24 Ohio Holdings, LLC, were you involved in that  
25 purchase?

1 A. Yes.

2 Q. Okay. And what was your involvement in  
3 that purchase?

4 A. Worked with Dr. Narayanan, Dr. Hopkins,  
5 Dr. Philippic, who was the CFO of Wright State  
6 University at the time, Jeff Ulliman, and a number  
7 of others within the University to try and help  
8 Wright State reclaim those assets and reset the  
9 vision for that organization.

10 Q. And other than approving the 5 percent  
11 payment to Ron Wine Consulting Group, was there  
12 anything else that you did with Data Ohio and Ron  
13 Wine Consulting Group?

14 A. Not that I recall.

15 Q. Did you ever hear anyone claim that the  
16 invoices that were submitted on behalf of the Ron  
17 Wine Consulting Group were made up invoices and not  
18 actual hours worked?

19 A. No.

20 MR. MATTES: One second to step  
21 outside with Larry.

22 (WHEREUPON, a recess was taken.)

23 MR. MATTES: I don't have any  
24 further questions for you. I'm sure Ken has a  
25 couple follow-ups.

RECROSS-EXAMINATION

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BY MR. IGNOZZI:

Q. Ryan, just a couple questions. One, you remember the Third Frontier project?

A. Yes.

Q. To the best of your recollection, can you tell me what involvement Mr. Wine and his group had in connection with the Third Frontier project?

A. So the Third Frontier project that I'm talking about is the \$5 million capital project that the University set out to garner in the hopes that could then, those capital funds could then be leveraged into research dollars from federal agencies in that we could make investments that would make the University and the region more attractive than it otherwise would be when competing for the, for contracts. Ron and, I believe, David Tilton as well helped put the proposal together and the, ultimately was successful to help us win that capital award.

Q. And, as I understand it, once that contract was secured and all the funding went forward and everything, it did, in fact, buy equipment and other things that were actually leveraged for other opportunities for the

1 University?

2 A. Yes.

3 Q. And throughout your tenure, I guess,  
4 I'll call it at WSRI and WSARC both, as I  
5 understand it, the 5 percent agreement that  
6 Mr. Wine and his group had with Wright State, that  
7 was carried through during your tenure?

8 A. Yes.

9 Q. In some fashion or another, we talked a  
10 little bit about it, whether it was this PO or that  
11 PO through WSRI or a PO order or WSARC or whatever  
12 it was, it went through?

13 A. To the best of my knowledge, yes.

14 Q. And you know that throughout this, your  
15 tenure you know that he did work on proposals that  
16 were administered by Wright State as well as WSARC,  
17 correct?

18 A. Yes.

19 Q. And he also did work in connection with  
20 President Hopkins, the details of which you don't  
21 know exactly what, but did he consulting work for  
22 him as well?

23 A. That's my understanding.

24 Q. I know you don't know all the details  
25 on that?

1 A. No.

2 Q. Okay. And as far as the, your  
3 understanding of the agreement with Mr. Wine and  
4 his compensation, obviously that went through not  
5 only you but also Dr. Narayanan and ultimately  
6 President Hopkins?

7 A. Yes.

8 Q. And as far as throughout the course of  
9 time in the years during your tenure it went from a  
10 retainer plus the 5 percent success fee or your  
11 performance bonus, whatever we call it, and as of  
12 July 1, 2013 the retainer went away, and the  
13 compensation was based mainly on the success fee?

14 A. Based on what I've seen today, I would  
15 say yes.

16 Q. Okay. And the last question, I think,  
17 was Mr. Wine's efforts from the beginning to the  
18 end of your tenure successful in leading all of the  
19 objectives that you were directed to carry out by  
20 President Hopkins?

21 A. To the best of my knowledge, I would  
22 say that he was a key contributor to the success we  
23 achieved.

24 MR. IGNOZZI: Thank you. No  
25 further questions.



1 MR. MATTES: Thank you for your  
2 time, sir.

3 THE WITNESS: Thank you.

4 MR. CONNERS: Do you want to take  
5 a look at the deposition?

6 THE WITNESS: Yes.

7 MR. CONNERS: Okay.

8 (WHEREUPON, deposition concluded  
9 at 3:08 p.m.)

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RYAN FENDLEY

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C E R T I F I C A T E

STATE OF OHIO

SS.

COUNTY OF MONTGOMERY

I, Jamie S. Hurley, the undersigned, a Court Reporter, and Notary Public within and for the State of Ohio, do hereby certify that before the giving of aforesaid deposition said RYAN FENDLEY, was by me first duly sworn to state the truth, the whole truth, and nothing but the truth; that the foregoing is the deposition given at said time and place by said RYAN FENDLEY; that said deposition was taken in stenotypy by the court reporter and transcribed into typewriting under her supervision; that said transcribed deposition was submitted to the witness for his examination; the court reporter was neither a relative of nor attorney for any of the parties to this case nor relative of nor employee for any of the counsel; neither the court reporter nor the affiliated court reporting firm has a financial interest under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I hereunto set my hand and official seal of office this 12th day of December, 2017.

---

JAMIE S. HURLEY  
Notary Public, State of Ohio  
My Commission Expires 6-28-20

