

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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HAKAN LANS, Civil Case Nos. 97-2523

Plaintiff 97-2526 and 99-3153

v.

GATEWAY 2000, et. al.,

Defendants,

-----X Washington, D.C.

Thursday, March 24, 2005

10:00 A.M.

TRANSCRIPT OF MOTION

BEFORE THE HONORABLE JOHN GARRETT PENN

UNITED STATES DISTRICT JUDGE

APPEARANCES:

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U.S. District Courthouse

Room 4802-A

Washington, D.C. 20001

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Proceedings recorded by mechanical stenography, transcript produced by computer.

**PROCEEDINGS**

THE COURTROOM DEPUTY: Civil Action 97-2523, Hakan Lans versus Gateway 2000

Incorporated; Civil Action 97-2526, Hakan Lans versus Dell Computer Corporation,  
Civil Action

99-3153, Hakan Lans versus Acer America Corporation.

Would counsel please come forward and identify themselves and who they  
represent

for the record.

MR. HAINLINE: Good morning, Your Honor. Forrest Hainline, Christopher  
Wall

and William DeVinney from Pillsbury Winthrop for Hakan Lans and Uniboard,  
moving parties.

MR. HANDLEMAN: Good morning, Your Honor. Aaron Handleman and  
Michael Freije

on behalf of Adduci, Mastriani and Schaumberg. And I have Mr. Rodney Sweetland  
here,

who is with the firm of Adduci Mastriani, also as counsel to enter appearance. And  
then

Mr. Mastriani, of course is at the table with us, thank you, Your Honor.

THE COURT: All right. I see him there. I've seen him before in court.

Welcome to the Court, Mr. Lans.

MR. PARTRIDGE: Good morning, Your Honor. Scott Partridge of Baker Botts  
for

Dell Computer Corporation.

MS. PLOEGER: Lori Ploeger on behalf of Gateway.

THE COURT: Counsel, are there any -- First, I welcome all of you here. This  
is a hearing, evidentiary hearing. The motion for reconsideration filed by Mr. Lans.

Are there any preliminary matters before we go forward?

MR. HAINLINE: I have one question, Your Honor. When I use documents, as  
you

have already told us through your clerk, we will refer to the deposition exhibits

is, if we  
except in a few instances where we have ones that were not marked. But my question  
have a deposition exhibit, I intend with the witnesses to authenticate the document.

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do  
Would you like us to offer it in evidence for this hearing or would you not want us to  
that?

THE COURT: I would like it offered in evidence for this hearing.

MR. HAINLINE: Thank you, Your Honor.

since  
MR. PARTRIDGE: Your Honor, if I may, a procedural question. I assume  
to  
it is the motion of Hakans Lans that is before Your Honor and the hearing is intended  
argued I  
address it, that, consistent with what occurred in the depositions, as well as how we  
think the last time we were together in December, Mr. Lans went first and the  
intervenor then followed. Then to the extent that Gateway and Dell had something to  
say, we then  
went next.

intend  
And I don't know how Mr. Hainline intend to proceed or how the Intervenor  
they  
to proceed. But I would propose that we follow each of them on whatever witnesses  
call on each, in each occasion, if that is acceptable to the Court.

THE COURT: Well, is there any objection to that? There is no none.

MR. HAINLINE: No, Your Honor.

Hainline  
MR. HANDLEMAN: Just one brief matter that occurred to me when Mr.

of raised the question. I would propose and agree to a stipulation as to the admissibility all the exhibits in connection with the deposition so that it goes smoother and I don't have a problem from our standpoint.

So I would propose that to Mr. Hainline that we stipulate as to the admissibility to all of the exhibits that will be presented vis-a-vis the two witnesses who are here to testify.

THE COURT: Any objection?

MR. HAINLINE: No, it is not a jury trial and you have lot of experience. I don't object. You'll take the documents for what they're worth or not.

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THE COURT: I think that is --

Counsel for Dell?

MR. PARTRIDGE: Your Honor, no objection. I asked Ms. Ploeger whether Gateway objected and they don't object. I had assumed, because you had requested submission of the deposition transcripts themselves in advance of the hearing, that the transcripts became part of the record. Are you accepting the transcripts as part of the record in light of the prior submission? So that they're already in and we wouldn't have a need to go back through some of that testimony today?

THE COURT: Well, I'll allow counsel to be heard on that if they wish.

MR. HAINLINE: I have no objection to that, Your Honor.

THE COURT: Any objection?

MR. HANDLEMAN: None, Your Honor.

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MR. PARTRIDGE: Thank you, Your Honor.

THE COURT: Your name again, Counsel?

MR. PARTRIDGE: Scott Partridge.

3200 THE COURT: Just for the record, I saw Mr. Partridge on Saturday, Friday night if I'm not mistaken. At a small dinner party in New York. Small, I think we had people there for the New York Intellectual Property dinner. And I think we just said hello to each other and that's all. But I make that--

MR. PARTRIDGE: I think I have a habit of saying hello because we end up sitting at tables in the same general area. And I think I said to Your Honor, I'm glad you come every year. And that was the sum and substance of the conversation.

THE COURT: All right.

Does counsel have anything else?

MR. HAINLINE: No, Your Honor.

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THE COURT: All right. Plaintiff, it is your motion.

MR. HAINLINE: As I understand the procedure that Your Honor would like us to follow, I will call Hakan Lans and I will not call Mr. Mastriani adversely. But rather, after the cross examination of Dr. Lans, then I'll cross examine Mr. Mastriani after he has put on in direct.

THE COURT: Correct.

MR. HAINLINE: All right. I call Hakan Lans.

Whereupon

HAKAN LANS

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. HAINLINE:

Q What is your name.

A Hakan Lans.

Q Where do you live?

A I've live in Stockholm, Sweden?

Q Are you a citizen of the Sweden?

A Yes, I am.

Q What is your profession?

A I am scientist.

Q Have you had any training in the law?

A No, I have no training in law.

Q Are you a business man?

A No, I am not.

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Q What degrees do you have in your education?

A I have a master of science and I have a Ph.D.

Q Do you have any patents that, for your inventions?

A Yes, I do. I have some patents which are internationally well known, that is the 986 colorgraphic patent. Then I developed the STDMA theory during the eighties.

And that

is the base for the world standard, both for aviation and maritime. And I think that

is the most important patent I have developed?

Q You say the STDMA patent is the base for the world standard for for aviation and maritime. World standard for what?

A For maritime the world standard for exchanging position reports in order improve safety for all trips in the world. And it is similar for the aviation. It is the world standard in order to protect collisions between aircraft and to be used for air traffic control.

It is an adopted world standard by United Nations, I. K. U. It is not a mandatory standard for aviation. But for maritime, it is mandatory for all trips.

Q So the maritime standard is mandatory and the aviation is adopted, not mandatory?

A It is in the process of completing mandatory standards. Yesterday a week ago, Europe added the European access standard so it is on the track to being a mandatory standard.

Some countries has announced that they will adopt the standard already. One of these countries is Russia.

Q Now, have you had any awards for your scientific work?

A Yes, I do.

Q I won't ask you for all of them but why don't you tell the Court some of the awards that are most meaningful to you?

Award  
A It is very hard. But some of the important awards are the British Sea Trade which is the most important award for maritime. Then I had been nominated to the

American Laurel Award in competition with NASA for repairing the Hubbard telescope. And that

is really an honor. And then I had got Swedish award, I got the Pulham Award, Royal Technician Issue Award which is the most important Swedish award. I have got the King's Gold

Medal, and some other awards.

Q Now, before 1997, was the 986 Colorgraphics patent licensed to anyone?

A Yes. Hitachi Incorporated license and IBM Incorporated, \PHAOED do STAFF  
KHAOE

SUS system in Germany had license.

Q Who are the licensors in the IBM agreement?

A A company called Uniboard A. B.

MR. HAINLINE: Your Honor, may I approach the witness with the exhibits?

THE COURT: You may.

MR. HAINLINE: Thank you.

BY MR. HAIRLINE:

Q Dr. Lans, would you please open up exhibit seven to your deposition?

A Yes.

MR. HAINLINE: Excuse me, a minute, Your Honor. I want to find out if we have a set of his exhibits with tabs so that it is easiest for you.

(There was a pause in the proceedings.)

BY MR. HAINLINE:

Q Is the original of exhibit seven the IBM license agreement?

A That is correct.

Q I notice in this particular document the last page of the document, actually before I ask that question, on page ten. Is that your signature?

A Yes, it is.

Q On behalf of Uniboard?

A That is correct.

Q I notice that the last page of exhibit seven is exhibit A. Was there any other document that was attached to the IBM license agreement when you signed it?

A Yes. It was a press release stating that Uniboard has entered into license arrangement with IBM.

would MR. HAINLINE: Your Honor, I've marked as Lans 22 a document which I hand to the clerk.

THE COURT: You may.

THE COURT: This document has not been identified before?

MR. HAINLINE: It has not, Your Honor.

THE COURT: All right.

BY MR. HAINLINE:

Q Dr. Lans, what is exhibit 22?

A It is a press statement drafted by IBM company. And we agreed that it should be official that Uniboard and IBM enter into an agreement.

Q Was exhibit 22, Lans 22, was this attached as exhibit B. to the IBM license agreement?

A Yes, it was.

Q Was there in fact press coverage about the Uniboard/IBM license agreement?

A Yes, it was.

Q In Sweden?

A Yes, it was.

Q Did that coverage included the fact that Uniboard was the licensor?

A That is correct, according to this press release.

Q What is Uniboard?

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is a  
have  
A Uniboard is something called a few man company in Sweden. Few man company  
little bit different than a regular company. The purpose for the few man company is to  
a business as an individual with the tax regulations included in the company taxation.

Q What is the purpose of having a few man company?

and  
and  
A The tax system in Sweden is different than the tax system in the United States.  
We have quite high taxes, an income tax. The reason for that is that social security  
a lot of other things are included. So the tax can be very high. And if you receive  
lump sum, for example if you make license agreement, the tax can be very, very high  
exceed 90 percent.

Q What is the tax if it goes, if the money goes into a few man company such as  
Uniboard?

A It is like core companies, it is 35 percent.

Q Is there any restriction on how that money can be used if the money goes into a  
few man company?

A The money must be used for some kind of business arrangement like investing the  
money in research and development. As long as the money is used for research and  
development, the money is taxed as a company, 35 percent.

Q If the money is, for example, paid to you out of Uniboard, if Uniboard were to pay  
you the money, how would that be taxed?

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A Then it will be taxed as an income tax.

Q And if the money were just sitting in Uniboard and not used for research and development, what happens then?

personal A Then all assets in the company are treated as personal money and taxed as money. So, it is important to reduce the money and have it active research and development.

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Q Why was Uniboard the licensor on the IBM license agreement?

A That was for tax reasons, only for tax reasons.

Q Did the money, did IBM pay Uniboard money?

A Yes, they did.

Q And did Uniboard use the money?

A Yes.

Q For what?

A For research and development.

Q Now, mentioned an Hitachi license. Would you like at --

MR. HAINLINE: We'll try not to do this too often Your Honor but I am going to show him exhibit one to the Mastriani deposition which has the Hitachi agreement.

It

abounds document that is entitled Intervenors Memorandum of Points and Authorities

in

Opposition to the Motion for Reconsideration.

THE COURT: All right.

MR. HAINLINE: May I approach the witness again?

THE COURT: You may.

MR. HAINLINE: Thank you.

BY MR. HAINLINE:

Q Dr. Lans, look at exhibit one-20. It is tab 20 in exhibit one.

A Yes, that is the Hitachi agreement.

Q The original of 1-20 is the Hitachi agreement.

A Yes, that's correct.

Q You signed this agreement?

A Yes, I did.

Q Who is the licensor on the Hitachi agreement?

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A It is Hakan Lans.

Q Hakan Lans personally?

A That is correct.

Q Not a few man company?

A That is correct.

Q Why were you personally the licensor on the Hitachi agreement?

A The reason is that Hitachi intended to nullify the patent. They claimed that the patent was potentially invalid by the fact that IBM made the development, not Hakan Lans.

They started the early case in the name of Hakan Lans.

Q So Hitachi sued you personally?

A Yes, they he did.

Q Was that nullification resolved?

A Yes, after many years. And that was for me a terrifying experience. I found

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myself responsibility with all my private and my family's assets.

Q Now, when Hitachi case was resolved, you were represented by counsel?

A Yes.

Q And counsel arranged for the license?

A Yes, they did.

Q Speaking of counsel, do you know a man named Peter Utterstrom?

A Yes, he is my next neighbor.

Q In addition to being your next door neighbor, what else is he?

A He is the head of a law firm, Delphi, which is one of the well known law firms in Sweden, one of the major law firms.

Q Have you ever spoken to Mr. Utterstrom about the 986 Colorgraphic patent?

A Yes, we have done so on several occasions.

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Q Why don't you tell me about the first time?

A The first time was immediately after the license agreement with IBM because it become publicly known that I and my company has made a license agreement with IBM. And he congratulated me because it was a major step.

MR. HANDLEMAN: Your Honor, I object to any testimony the witness gives as to

what third party told him in the context of what Mr. Utterstrom says is hearsay.

THE COURT: To you wish to be heard, counsel?

MR. HAINLINE: Yes, Your Honor. As you will hear later today from Mr.

Mastriani, when we ask him about the signing of the fee agreement where Mr. Mastriani's name is

not on it, he said that Mr. Utterstrom was authorized to act on behalf of AMS. And  
for  
all of the activity between Adduci Mastriani and Schaumberg and Dr. Lans, Delphi  
was  
involved working with Adduci Mastriani and Schaumberg. And Mr. Utterstrom's  
statement should  
come, to the extent they can come in against interest should be able to come in against  
add  
Adduci Mastriani and Schaumberg.

MR. HANDLEMAN: Your Honor, perhaps I wasn't clear. As to testimony that  
Mr.  
Utterstrom may give that precedes dates the time that my clients are hired, that  
certainly should not be allowed in. That is clear hearsay. As to those matters that  
relate to  
post the, given the testimony, that is after my clients are hired, as to that testimony, we  
don't have a problem with that coming in.

So I would make the differentiation between anything that is discussed between  
Mr.  
Lans and his neighbor that predates the retention of my clients.

MR. HAINLINE: Two things. One, this particular conversation comes in for  
notice, the question, the testimony just was that he noticed that the agreement had  
been made  
and he congratulated him. And for later testimony, it all has to do with the creation  
of the attorney/client relationship between both law firms and Dr. Lans.

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THE COURT: I'll overrule the objection.

BY MR. HAINLINE:

Q Just to kind of concisely sum up and move on, so, Mr. Utterstrom told you he had

been aware of the license agreement, that Uniboard had signed with IBM and congratulated

you?

A That is correct.

Q Now, the next time -- that was back in '89?

A That is correct.

Q Did there come another point -- let me ask a preliminary question. Had Mr.-- before 1997, had Mr. Utterstrom and his law firm ever represented you?

A No, never.

Q Had you ever approached them to seek their representation?

A No, never.

Q After 1989 did there come a time when Mr. Utterstrom again spoke to you about the 986 patent?

A We mentioned the 986 patent because it was a well known patent, from time to time as neighbors. But he approached me in 1995 and asked me if Delphi could be of any help.

Q Help, help with what?

A Well, he initially asked me if I were interested in help with the STDMA the navigation patent. I told him that no help was needed at that time because, first, there were other people involved in supporting and financing the project. And second, we were in the process of creating two world standards. So no help was needed.

After some time, a couple of days or a week, he came back and said, well, what about the Colorgraphic patent. And we do have a new member at our law firm, a U. S. lawyer.

His name is Talbert Lindstrom. And he has a tremendous contact network. And maybe we

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can be helpful to you. And he suggested that we should have a meeting.

Q What did you say?

A I told him that I simply had no time to work because the work load was tremendous

for the navigation patent.

Q Let's pause for a minute and just shortly give the Court idea of what your work load was working for these world standards. What was your typical day like?

A Well, usually I wake up in the morning at 8:00. And I have to check for mails and e-mails and faxes. Then usually that could be maybe 25 from Asia. And later I have to respond to them. Usually they came from universities, companies and authorities participating in the standardization process.

So I had to take everything very seriously and give my best scientific response to these mails and letters. During lunch time, I start to receive faxes and mail from Europe. And during the afternoon and evening from the United States.

And this could be typically a hundred letters per day. And I have to respond to them or at least read them very careful and pick out the most important and respond.

That was a tremendous work load. If I spend just six minutes on each, I were able to handle 10 per hour. And it could take me the full day and the night just to respond to this. It could be as many as a hundred per day, 365 days, 36,000 letters per year.

Q What was your typical day in terms of hours while you were working on the standardization?

A I never fall asleep before midnight, usually at 3:00, 4:00 during the morning.

Q Was this your work load during '95 and '96?

A Yes. It started, I would say, '93, '94, we saw the contours of two world standards. That was very unexpected to me. But I found that it was necessary to do the absolutely best.

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Q When you told Mr. Utterstrom that you were too busy to pay attention to the 986 patent, what did he say?

A He proposed that we should have a lunch together at the Delphi law firm in Stockholm so I would be able to meet Talbert Lindstrom, Peter Utterstrom and talk about possibilities. And I think it was the second or third time he asked me I accepted the invitation to lunch.

Q Do you remember what time of year this was?

A The only thing I can recall is that there were no snow. So maybe summer or fall.

Q So in Sweden that's how you measure the time, snow and no snow?

A It is very difficult for me to recall days without looking into notes or e-mails to get support on the time. I've been too overloaded.

Q Did you meet with Mr. Utterstrom and Mr. Lindstrom in Stockholm for lunch?

A Yes, I did.

Q What did you discuss with them?

A We talked about the world standard and we talked about the 986 patents. And Delphi presented the contact networks and the possibilities they had to help me.

Q Did they mention any lawyers in the United States?

A Not at that time.

Q All right. Did they ask you for any information?

A Well, we didn't really talk about the Colorgraphic patent because that patent was known to Peter Utterstrom and we didn't went into any details. But Peter Utterstrom proposed that they should investigate the case and return with some kind of proposal to me later.

Q All right. Did they do so?

A Yes, they did.

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Q Did they ask you for another meeting?

A Yes. There were meetings. But as neighbors talking, we talked over the fence from time to time. And it resulted in a meeting. I think it was in May '97, with the law firm AMS.

Q May of 1997.

A Sorry. '96, '96.

Q Who was at that meeting?

A Mr. Mastriani and I can't recall, either Mr. Schaumberg or Mr. Adduci. I think it was Mr. Adduci. I'm not sure about that.

Q Who from a Delphi?

A Peter Utterstrom and Talbert Lindstrom, I think.

Q This was the firm time you met with Mr. Mastriani?

A Yes, it was.

Q Had you ever spoken to him before then?

A Not that I can recall.

Q What did you discuss with these gentlemen in May of '96?

A We of course we talked about the navigation patent. And the Colorgraphic patent. And I remember that I had the IBM license agreement with me.

Q Let me ask you this. Had you provided the IBM license agreement, a copy of them to Mr. Utterstrom by this time?

A To my best recollection, yes.

Q All right.

A But I remember that I was a little bit skeptical to give a copy of the IBM license agreement to AMS because I'm not sure if I need permission from IBM because it was a confidential agreement. It is possible but I don't think I gave a copy of the agreement at that

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time but later.

Q Now, AMS is a Adduci Mastriani and Schaumberg?

A That is correct.

Q Did you at some point later give a copy of the IBM agreement to AMS?

A I can't recall if I gave them a copy or if Peter Utterstrom gave them a copy.

Q Did you ever learn whether they had a copy?

A Yes, they had.

Q By what date did you learn they had a copy?

A To my recollection, we had another meeting in September. And at that time, they

had a copy of the agreement.

Q All right. Now, in this May meeting, let's just talk about it for a little bit longer. Did you discuss Hitachi and that case at all?

A Yes.

Q What did you say about it? That's what I want to know.

A We talked about the nullification because that was important for the patent. The patent has been challenged in Germany in several courts. They appealed to the supreme court two times. And the patent was still valid. So, it was a strong patent. And that was important, that information, to Delphi and AMS.

Q Did you discuss it in this May meeting with Mr. Mastriani and the others, your having been a personal defendant in the Hitachi case?

A I can't recall the details. But I do believe that we talked about the problem I had because it was so scary to me. It was emotional to be in a court and risking the family's assets.

THE COURT: The problem being with Hitachi?

THE WITNESS: With Hitachi, yes. I mean, to defend a patent and be

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personally responsibility, I'm a father and I have responsibility for our daughter and family.

BY MR. HAINLINE:

Q You mentioned that you had another meeting in September '96?

A That is correct.

Q Was Mr. Mastriani at this meeting?

A Yes, he was.

Q Anybody else from his law firm?

A I do believe that Mr. Schaumberg was participating.

Q All right. Tell us about the September 1996 meeting with Mr. Mastriani and possibly Mr. Schaumberg. Was Mr. Utterstrom there?

A Yes, he was.

Q Okay. What did you discuss?

A We talked about IBM license agreement and the Hitachi case. And we also had,  
as

far as I remember, we had a meeting with Albihns patentbyra, Dr. Grennberg.

Q Would you look for a minute back at Lans exhibit seven, which is in your black binder. It is the IBM agreement?

A Yes.

Q Were you represented by counsel during your negotiations with IBM?

A Yes, I was.

Q Who was your counsel?

A Gunnar Berg.

Q Do you consider Gunnar Berg to be a well known lawyer in Sweden?

A He was very well known lawyer.

Q Why did you say that?

A He comment in defendant court cases on T.V. news and frequently was in  
different

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papers. He is a famous lawyer lawyer in Sweden or was.

Q Look at paragraph 6.1 of the IBM license agreement please. At the bottom of the

one  
page, it said, well, that paragraph it said that, "IBM shall pay to Uniboard the sum of  
million United States dollars promptly after signature of this agreement by both  
parties and receipt by IBM of satisfactory documentary evidence of Uniboard's right  
to grant  
the said license and immunities."

Do you know whether IBM paid Uniboard the one million dollars?

A Yes, they he did.

986 Q By the way, did you have any personal incentive to have license money from the  
patent going to you personally?

A No.

of Q Now, do you know whether IBM was provided with satisfactory written evidence  
Uniboard's right to license to patent?

A Yes, it was.

Q At the 1996 meeting -- I'm sorry. Did you keep any copy of that document or any  
of those documents, whatever they were?

A No. Gunnar Berg kept copies of the document or the agreement between me and  
Uniboard made at the meeting with IBM.

that Q Now, in the 1996 meeting with Mr. Mastriani, Mr. Utterstrom, I think you said  
Mr. Mastriani had the IBM agreement by that time?

A September, yes, I do believe so.

Q Was there any discussion in your meeting -- was there more than one meeting in  
September '96?

with A We had several meetings because Peter Utterstrom and Delphi law firm arranged

a boat trip in the Stockholm Archipelago. That was more or less a social meeting.

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Q What, if anything, was discussed about Gunnar Berg during the September 1996 meeting with Mr. Mastriani?

A We talked about this agreement and Gunnar Berg.

Q What did you say about the agreement and Gunnar Berg?

A I just told them that Gunnar Berg kept, would handle the agreement for me. So they were in Gunnar Berg's archive.

for  
Q Did Mr. Mastriani or Mr. Utterstrom ask you to get documents from Gunnar Berg  
them?

A No. We don't went into any details at all.

Q Did you ever learn whether Mr. Mastriani or Mr. Utterstrom ever tried to get documents from Gunnar Berg?

A No, I don't think they tried, not before 1999.

24. MR. HAINLINE: May I hand the clerk, Your Honor, what I've marked as Lans

I realized that I skipped 23?

THE COURT: All right.

BY MR. HAINLINE:

And  
Q Exhibit 24 is an e-mail from Peter Utterstrom to you dated December 19, 1999.

the document has, looks like it has Swedish at the top and English at the bottom.

portion  
Looking at the top of the document only, did you receive the original of the Swedish

of the exhibit 24 on or about its date, December 19, 1999?

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A Yes, I did.

Q Who translated the Swedish into English?

A I did.

MR. HAINLINE: For these new documents, Your Honor, I don't know if the stipulation applies to them.

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MR. HANDLEMAN: It does not, Your Honor, because we have not seen them before.

MR. HAINLINE: I would offer exhibit 24.

THE COURT: Any objection?

MR. PARTRIDGE: No objection here, Your Honor.

THE COURT: Received.

MR. HAINLINE: I would also offer exhibit 22 which is also a new document.

THE COURT: Any objection?

MR. PARTRIDGE: No objection here.

MR. HANDLEMAN: As to 24, I'm not sure, I don't have any basis to believe, apparently exhibit 24 is in Swedish. And it is a translation. I don't have any way of knowing whether or not that is the correct and accurate translation of the document. I would object to its admissibility.

MR. HAINLINE: I would stipulate to receiving a counter translation if Mr. Handleman would like to put one in, Your Honor.

MR. HANDLEMAN: That's fine, Your Honor. I can't do it obviously now. We'll

look at it. And to the extent that the Court keeps the record open and certainly over the break we'll see if there is some way I can figure out something in connection with this document.

THE COURT: All right.

At this point I will accept 24 subject to a motion to strike if that becomes necessary. But of course, I am only interested in the English part.

MR. HAINLINE: I also offer 22, Your Honor, which I forgot to offer before.

THE COURT: I understand there is no no objection to that.

MR. HANDLEMAN: None, Your Honor.

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THE COURT: All right.

MR. PARTRIDGE: No objection.

(Plaintiff's Exhibit Nos. 22 and 24 were admitted into evidence.)

BY MR. HAINLINE:

Q Is this, at least insofar as you are able to translate Swedish into English, is this an accurate translation of Mr. Utterstrom's e-mail?

A Yes, it is.

Berg,  
Q In paragraph one, he says: We, Delphi and company, shall contact the widow in order to find out two things. Are there any documents that, G. B., Gunnar Berg has left at any traceable place and has someone else tried to get any documents.

What did you conclude from reading Mr. Utterstrom's e-mail, exhibit 24, about whether either he or Mr. Mastriani had ever tried to get documents from Berg before?

A I do believe this was the first time they tried to get this document.

was Q Now, in 1996 in September when you discussed Gunnar Berg with Mr. Mastriani,

he still living?

A Yes, he was. He died 1997.

Q Now, Uniboard, is that a public company?

A No, it is a few man company, not a public company.

Q In Sweden, are few man companies, even though they are not public, required to publicly file annual reports?

A That is correct.

Q And did Uniboard do that?

A Yes.

Q Each year of its existence?

A Yes.

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Q Now, did any of these annual reports that Uniboard filed discuss the 986 Colorgraphic patent?

A Yes, two of them, 1989 and 1990.

MR. HAINLINE: Let me hand the clerk, Your Honor, Lans exhibit 26.

May I give the witness the document, Your Honor?

THE COURT: You may.

BY MR. HAINLINE:

Q Dr. Lans, what is exhibit 26?

A That is the annual report from 1990.

Q Is it the entire annual report or is it some portion of it?

A I think it is a portion. I think it is a couple more pages.

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Q Does this, is this page from the Uniboard annual report for 1990?

A Yes, definitely.

Q Does this document talk about in any way the 986 patent?

A Yes, on two lines.

Q Which are those two lines?

A At the top under the second, in the second paragraph. Starting with (speaking Swedish). I can translate it roughly, The company owned a patent, concerning terminals and administrate this for the beneficiaries.

MR. HAINLINE: I offer exhibit 26.

MR. HANDLEMAN: Your Honor, no objection to it other than of course we object to his translation of it. He is not a translator but no objection to the document. No objection subject to motion to strike.

THE COURT: I'll receive it.

(Plaintiff's Exhibit No. 26 was admitted into evidence.)

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THE COURT: Am I going to receive a translation of this?

MR. HAINLINE: We'll provide you with one, Your Honor, but you will also find in the testimony of Mr. Mastriani that he discusses the translation of it. But we will also supplement the record with a translation of those two lines. Yes, sir.

MR. HANDLEMAN: Your Honor, the basis of my objection again, subject to the motion to strike, you will also hear from the testimony there is a dispute as to the

terminology where Mr. Lans says it means "owner" and it does not is our position. So there is a dispute over the very translation that Your Honor does not have of course. So, that is why we would move, have it in a position to move to strike it from the standpoint, not of the document, but it goes to what that means because the Court or us, we don't know the language.

THE COURT: All right.

MR. HAINLINE: Fair enough.

BY MR. HAINLINE:

Q Let's move ahead to -- I forgot something. I have to move backward instead of ahead. Would you please look at Lans exhibit one. It is in the black book which is document a Delphi letterhead dated Stockholm July 23, 1996.

A Yes.

Q Did you sign the original of exhibit one some time on or after July 23, 1996?

A Yes, I did.

Q What did you understand this document to be?

A It is an agreement with AMS and Delphi. And me and Uniboard representing the Colorgraphic patent and also an insurance that I should not spend much time, absolutely minimal

time and have no financial commitment for this case.

Q Would you have, if you were told that you had to spend a lot of your time and energy, would you have agreed to proceed with the enforcing the 986 patent?

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MR. HANDLEMAN: Objection, Your Honor, it is pure speculation.

THE COURT: Sustained.

BY MR. HAINLINE:

Q In any event, you told Mr. Utterstrom you didn't have much time?

A That is correct.

Q Let me move ahead now to February 1997. Did you at some point in early 1997 learn that you had been named a defendant in a lawsuit in the United States?

A That is correct, in Idaho, I think.

Q How did you learn about that?

A I can't recall how I learned it the first time but I received from the Minister of Foreign Affairs a complaint, that was the official way they handed over the document. But I know that I received the information in advance but I can't exactly recall when.

Q If you will open up Lans exhibit 23 for a minute.

MR. HAINLINE: In your stack, Your Honor -- it is not in there. I apologize. Twenty-three is not in there yet, Your Honor.

THE COURT: All right.

MR. HAINLINE: May I approach?

THE COURT: You may.

BY MR. HAINLINE:

Q Exhibit 23 is a declaration of Louis Mastriani filed in United States District Court for the District of Idaho in Micron Electronics against Hakan Lans.

MR. HAINLINE: I will offer this document, Your Honor, based upon it being a public record, not on the basis of this witness' ability to authenticate it?

THE COURT: Any objection?

MR. HANDLEMAN: No, Your Honor.

MR. PARTRIDGE: No objection.

THE COURT: It is received.

(Plaintiff's Exhibit No. 23 was admitted into evidence.)

BY MR. HAINLINE:

Q If you look at the caption of this case, is this the lawsuit that named you as a defendant or that you learned about in early 1997?

A That is correct.

Q When you learned that you had been sued and named as a defendant in 1997, what did you do?

A Well, it was very terrifying experience. I had a feeling that the risk that--

MR. HANDLEMAN: Your Honor, I object as non-responsive to the question.

THE COURT: The question was what did you do.

THE WITNESS: I decided to make it clear that, from that time on, the case should be clearly continued in the name of Uniboard. So, I contacted Dr. Grennberg at Albihns Patentbyra. I had been working with him and the Albihns Patentbyra for 30 years.

I told him that now I have a new case in my name and I'm risking my family assets again. And are there any possibility to did something. He said it is easy to change registration of the patent. And the reason for that is that Mr. Mastriani told me that what is of importance is the registration in the United States of the patent.

So I decided to change registration from Hakan Lans to Uniboard and make it clear that Uniboard was the owner. And during the telephone conversation with Dr. Grennberg, he

put in a form, it was just a page in an envelope and wrote my name and said I will  
mail it

today to you. It is easy.

So the next day I filled the application form and I returned it to the Albihns

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patentbyra, Dr. Grennberg. He told me that: We at Albihns patentbyra should not  
interfere in an

ongoing case. But I can mail it to AMS in the United States.

BY MR. HAINLINE:

Q Would you please open up exhibit six to your deposition. It's in the black book.

This is a fax from you to Mr. Mastriani dated February 19, 1997.

Did you write the original of this fax, sign it and send it to Mr. Mastriani on its  
date?

A Yes, I did.

Q Now, you write who, first of all, you start by telling him about documents from  
the Swedish police?

A That is correct.

Q What are you talking about there?

A That is the Micron case in Idaho.

Q You were served by the Swedish police in Stockholm about the Micron case?

A That is correct.

Q Then you say quote, "As you know, the licenses has been signed with a company  
Uniboard A. B. and not with me as an individual. The patent has been transferred to  
the

company for many years ago. And the agreement with IBM was made with Uniboard  
A. B. The

company has the same address as my private address. This is something you say  
quote, as you

know, unquote. Had you discussed this issue with Mr. Mastriani before February  
1997?

A Yes. We talked about this in September '96. I think we also talked about it over  
the telephone. But I can't recall any details.

Q But at least in September 1996?

A That is correct.

Q Now, you say, in order to make this clear, I have signed a paper for changing

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registration at the U.S patent office. Is that what you were telling the Court about a  
few minutes

ago?

A That is correct.

Q Dr. Birdle Grennberg will send you this document. I will not be in Sweden next  
week. Unquote. Do you know whether -- Did Mr. Mastriani ever have a conversation  
with you

where he let you -- where he, from that conversation let you know that he had received  
this fax?

A That is correct.

Q And had he?

A Yes, he had.

THE COURT: Had he what?

MR. HAINLINE: Had he received the fax. Thank you, Your Honor.

THE WITNESS: Yes, yes, he had received the fax.

BY MR. HAINLINE:

Q Did Mr. Mastriani ever tell you that he did not receive something from Dr. Grennberg?

A No, never.

Q Did Mr. Mastriani ever tell you that he had talked to Dr. Grennberg and that there was any debate or confusion about what you say you did and wanted to have done?

A To my knowledge, Mr. Mastriani has not talked to Dr. Grennberg.

THE COURT: I thought the question was to you.

THE WITNESS: Sorry.

BY MR. HAINLINE:

Q Did Mr. Mastriani ever tell you that he had any confusion about what you want  
to  
have done here?

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A No.

Q Did you ever discuss with Mr. Mastriani the topic of changing registration to Uniboard?

A We talked about that at one occasion. But very briefly and Mr. Mastriani responded: Yeah, we have to look at that. That was all.

Q Was that a telephone conversation?

A Yes, it was.

Q Some time after February 19?

A Probably a couple of days or a couple of weeks, most likely a couple of weeks.

Q Did Mr. Mastriani in that conversation tell you he had not received anything from Grennberg?

A No.

Q From February 19, 1997, let's go forward. I'm going to ask a question a little out of sequence here. At at some point did you learn that a complaint was filed in this court in your name against computer companies?

A The first time I heard it--

Q At some point, did you learn that?

A Yes, I did.

any  
Q Before the complaint was filed, had anybody, either Mastriani or Utterstrom or of their lawyers ever given you a copy of the complaint?

A Not that I can recall.

Q When you saw the complaint for the first time, had it already been filed?

A I do believe so, yes.

Q Did you learn at that time that you were the plaintiff?

A I realized that they had ignored what I wrote in February 19.

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of  
Q From February when you wrote exhibit seven until the time when you got a copy about the complaint that had been filed, what did you believe had been done if anything the changing registration to Uniboard?

A I believed that the registration had been changed in the United States. And that was so important to me. I really believed it.

you  
Q Did you say anything to Mr. Mastriani or Mr. Utterstrom when you learned that were the individual named plaintiff in the complaint?

A I told Mr. Utterstrom that I didn't like the situation. But I'm the type of

person which are just looking forward.

Q What did you tell him is what I'm asking you.

A I told him that I was disappointed that they had ignored my instruction from February 19.

Q After February 1997, did you, going to the fall of 1997, did you have any other meetings of any kind with Mr. Utterstrom and Mr. Mastriani? Any in person meetings?

A No.

Q Do you know whether Mr. Utterstrom and Mr. Mastriani met to discuss the 986 patent?

A I do believe that they had a meeting here in Washington in, I think it was in June '97.

Q June of '97?

A I do believe so, yes.

Q Did you participate in that conversation by phone?

A Yes, I did. They called me.

Q How long were you on the phone call?

A I can't recall but probably ten minutes or so.

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Q What was your discussion by phone with Mr. Mastriani and Mr. Utterstrom as you recall June of 1997?

A There were just some technical questions about the patent.

Q Was there any discussion with you in this teleconference about transferring the

conference to Uniboard powered?

A No.

Q Was there any discussion during this teleconference with you about who should  
be the plaintiff in the lawsuit?

A No. Definitely not.

Q Once the lawsuit was filed, did you make any decisions about what documents in  
the case should or should not be produced to the computer company defendants?

A No.

Q Were you ever asked your opinion about what documents should or should not be  
produced?

A No. I don't have that knowledge.

Q Did you ever make a decision, you personally, that the IBM license agreement  
should not be produced?

A No.

Q Please look at --

MR. HAINLINE: Your Honor, I am now going to another volume. It is exhibit  
one to Mr. Mastriani's deposition, that thick book. There is also a volume of exhibits  
two through 24. And I'm going to be working from that volume for a few minutes  
now.

May I approach?

THE COURT: You may.

BY MR. HAINLINE:

Q Would you please look at exhibit 17 to Mr. Mastriani's deposition.

A Seventeen?

Q Seventeen. It appears to be an e-mail from AMS to you dated January 28, 1999?

A Yes.

Q Did you receive the original of this e-mail on this date?

A Yes, I did.

THE COURT: This is 17?

MR. HAINLINE: It should be.

THE COURT: Under AMS one?

MR. HAINLINE: No, not under AMS one. AMS one has separate tabs. There  
is  
also AMS two through 24 which are separate binder.

THE COURT: Do I have that?

MR. HAINLINE: Let me confer one second.

(There was a pause in the proceedings.)

THE COURT: All right.

BY MR. HAINLINE:

Q Did you receive the original of exhibit 17 on its date?

A Yes, I did.

Q And were there interrogatory responses, draft interrogatory responses attached?

A Yes.

Q When did you understand they were due, the answers?

A Say again?

Q When was the Adduci Mastriani Schaumberg office asking you to respond?

A Immediately. Tomorrow night.

Q Okay. What time, by the way did this arrive in Sweden at Swedish time.

A Midnight.

Q If it is 1900 hours in Washington, what time is that in Sweden?

A That's 1:00.

Q Look at exhibit 18 please. Is this an e-mail you sent to Mr. Mastriani on January 29, 1999?

A That is correct.

Q You say, "I have studied the document. And it is correct. However, the response to interrogatory ten could maybe be changed from 'I am the sole owner of the 986 patent' to "The company Uniboard A.B. is the owner of the 986 patent rights.' But the patent is still registrated in Mr. Hakan Lans' name. Consequently, Mr. Lans has the sole right to sign license agreements."

You sent that to Mr. Mastriani?

A Yes, I did.

Q Did Mr. Mastriani telephone you and tell you, and talk to you about this response?

A No, he did not.

Q Now, at some point in 1999, do you recall learning that Gateway had moved to dismiss your lawsuit against that company?

A Say again.

Q Sorry. Did you learn at some point that Gateway had filed a motion to dismiss your case?

A Yes, I did.

Q And do you remember when you learned that?

A During '99.

Q Ninety-nine?

A Yes.

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Q Once Gateway filed its motion to dismiss, did you have any discussions with Mr. Mastriani about whether you remembered the assignment to Uniboard?

A Yes. He drafted, I think it was a testimony and asked me to sign the testimony. The testimony stated that I didn't remember the agreement. And I remember that I protested and said I remember the agreement. And Mr. Mastriani asked me, can you tell me the content. And I said no, I can't recall the exact content but in substance. And he said well, then you have forgot the agreement. And I said I don't think so because I remember at least the existence of the agreement. And we had a dispute what means remember or forgot.

But it was true that I had forgot the content. I couldn't explain the content to him. But I remembered the existence.

Q Did you accept Mr. Mastriani's explanation for why you should sign what he gave you to sign?

A I think it necessary to trust lawyers. And I did so. I make it clear to him that I had a different opinion. But on the other hand, it is a question of definitions what means by remember and forgot. So I trusted them.

Q Now, at some point did you learn that the case had been dismissed?

A Yes, I did.

MR. HAINLINE: The Court's records will show that Your Honor's opinion is November 23, 1999.

BY MR. HAINLINE:

Q I would like you to look at that exhibit one to Mr. Mastriani's deposition. It is that bound volume with the clear cover. Then open up to 1-41.

The e-mail that is imbedded in the document, there are two e-mails imbedded in the document. One from AMS to to Peter Utterstrom with a copy to you dated December 7, 1999. And

that starts on the bottom of the page. Did you receive the original of that e-mail on or

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about its date, stating, quote, Gentlemen, we are surprised, unquote.

A Yes, I received that.

Q The e-mail above that is an e-mail from you to Mr. Mastriani?

A That is correct.

Q And you sent that e-mail on December 7?

A Yes, I did.

Q You say, "I was informed about the decision Friday the third and got a faxed copy of the decision yesterday. Unquote. That's when you learned about the decision?"

A That is correct.

Q Did you read the opinion when you got a faxed copy?

A Not really. It is hard for me to read that type of papers. I understand the substance.

Q Let me call your attention to AMS exhibit two. It is in the black binder. This is a declaration of Louis Mastriani?

A This one?

Q If it says Mastriani exhibits, that's the one.

A Yes.

Q All right. Now, in Mr. Mastriani' declaration if you look at the second page, paragraph three, he says, "Inasmuch as I and other counsel to Mr. Lans have been repeatedly informed by Mr. Lans that no assignment has ever taken place with respect to the Lans patent, we are investigating the circumstances surrounding the the referenced assignment."

Did Mr. Mastriani ever show you a copy of this declaration and tell you he was going to file it?

A Not that I can recall.

Q Do you recall ever reading that Mr. Mastriani made that statement to the Court?

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A I read it, but much later.

Q All right. Now, after the case was dismissed, I would like you to keep the same binder open, the AMS binder. And if you would open to AMS exhibit 21. That's in the AMS black binder, 21. That is a complaint where Uniboard is the plaintiff. Do you see that?

A Yes, I do.

Q Do you see that there is a date stamp of 11-29-1999, November 29, 1999? That's the date the Court's record will show that the Uniboard complaint was filed.

Now, Dr. Lans, I would like you to please look at exhibit in the, exhibit one to the AMS deposition, the thick binder, the binder, exhibit 1-40. It's this book. Do you have that?

A Yes.

Q All right. So, we have the Uniboard complaint filed November 29, 1999. On December 17, 1999, Mr. Mastriani writes you this letter. Does he not?

A Yes.

Q You received this letter on or about December 17?

A Yes, I did.

Q In this letter, did you understand he was asking you for authorization for him to file the lawsuit on behalf of Uniboard?

A Yes, I realized that that was.

Q Did you have any discussions with Mr. Mastriani about whether a lawsuit should  
now be filed on behalf of Uniboard or in Uniboard's name?

A Yes. I can recall we had a telephone conversation. And I become upset that,  
first I tried to change registration to Uniboard and that was not accepted. So I finally  
accepted that I was the owner. What was important to me is the registration. And  
now, they

were trying to change it to Uniboard. That was confusing. And as a scientist, I cannot

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accept the change from one day to another without a very careful explanation. I didn't  
like  
this.

MR. HAINLINE: Let me hand the clerk what I've marked as Lans 25.

BY MR. HAINLINE:

Q Did you send this e-mail to AMS, to Mr. Mastriani on or about its date?

A Yes, I did.

Q Now, you say, "Can you get a guarantee from Judge Penn that it is correct that

Uniboard owns the patent and that I am now free to sign such document?" You sent this document

to Mr. Mastriani on December 17?

A Yes, I did.

Q And that's the same day you received his fax requesting permission to file the Uniboard complaint?

A That is correct.

Q We know that the complaint had already been filed. Did you know that the complaint had already been filed?

A No, they didn't tell me.

Q Now, you signed this agreement to agree on December 20, 1990. Do you see that on the second page of AMS exhibit 1-40?

A Yes.

Q Did you have any conversation with Mr. Mastriani between the time you wrote exhibit, Lans exhibit 25 and the time you signed your name to AMS exhibit 1-40?

A Yes. We had a telephone conversation.

Q What did you say and what did he say?

A Mr. Mastriani told me that I have mislead them and I was responsible for all time they had invested. And now they were trying to solve the problem and I was resistant. And

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it was a very threatening telephone conversation.

Q Don't characterize it. Tell me what you remember being said?

A He said you have to accept what we are doing. We have agreed that we should make

the decisions.

Q Now, did he say that, what would happen if you did not accept what he told you

had to do?

A He told me that they should consider to sue me if I didn't sign.

Q Was there any discussion during this conversation about Mr. Mastriani's knowledge

about Uniboard?

A He said that I had never told him about Uniboard which was completely unreasonable.

Q What did you say when he said that?

A I couldn't say anything. I mean, it was so, I mean, it was unreasonable.

Q You had sent him documents about Uniboard before?

A Yes, obviously.

Q Now, after Mr. Mastriani told you that he could make the decisions and he would sue you, did you decide to sign exhibit, AMS exhibit 1-40?

A I thought that the only thing I could do were to write down my position on a piece of paper and accept and sign. I must be able to trust lawyers. That's why I have lawyers, to get advice.

Q Did Mr. Mastriani ever tell you at any time from the time that Gateway moved to dismiss your case, that he had any conflict of interest in continuing to represent you?

A No.

Q Did he ever suggest any time from the time Gateway moved to dismiss the case until

to the Uniboard case was dismissed that you should consider hiring independent lawyers

look out for your interests?

A No, never.

MR. HAINLINE: Pass the witness, Your Honor.

THE COURT: All right. Counsel at this time, we'll take a brief recess.

How long do you think your cross may be?

MR. HANDLEMAN: Your Honor, I would estimate it at probably an hour.

THE COURT: All right. We'll stand in recess for 15 minutes.

(A recess was taken at 11:32).

would  
MR. HAINLINE: Your Honor, excuse me, before Mr. Handleman start, I  
like to offer 25 into evidence.

THE COURT: Any objection?

MR. HANDLEMAN: No, Your Honor.

THE COURT: All right. What about the other parties?

MR. PARTRIDGE: No objection.

MS. PLOEGER: No objection.

THE COURT: I understand I may have another book now?

MR. HANDLEMAN: Yes, Your Honor.

THE COURT: That is yours?

MR. HANDLEMAN: No, it is not.

MR. HAINLINE: I saw that the Lans exhibits didn't have any tabs and it was a  
little difficult to thumb through. So I thought this might make your life a little  
easier though I did it a little later than I would like.

THE COURT: I appreciate that very much. Thank you.

MR. HAINLINE: You are welcome.

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MR. HANDLEMAN: Good morning, Your Honor. Aaron Handleman on behalf of the

Adduci Mastriani and Schaumberg firm. Your Honor, I have a booklet. There is nothing new or

different in it. I thought it would make it easier to give you and counsel what I've called Lans intervenor exhibits. These are the documents from which most of them, I will be

cross-examining Mr. Lans this morning. So if I can, Your Honor, I would like to give this to you.

And that's what I will make reference to.

THE COURT: These are not contained in the other volumes that I have up here?

MR. HANDLEMAN: Your Honor, they are. And they're identified as, for example,

they're Lans exhibits from his deposition. But for purposes, as I understood the instructions from the Court, since there are so many documents, I thought instead of going AMS

motion for reconsideration, these documents, when you put these together with my colleague's

help, we thought for purposes of cross examination, I can say exhibit four and exhibit-

-

and they will be only to this particular booklet that Your Honor has and that counsel has.

And again, they're all identified documents that Your Honor is probably familiar with.

There will be one other document that I have not yet put in the book that I will give you another copy of.

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THE COURT: These have all been shared with other counsel?

MR. HANDLEMAN: Yes, they have.

MR. PARTRIDGE: May I inquire if you have a extra notebook for us.

THE COURT: I notice some of these are duplicates of what I've have received from Mr. Lans.

MR. HANDLEMAN: Yes, Your Honor. The very first document is Lans deposition one. The only way I could think of is to do it this way so when I'm asking the witness questions that we're not flipping through various other documents. So I would ask the Court's indulgence. Every document has been provided before. There is nothing new here or anything that

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I believe counsel has any objection to. That's why I gave him a copy beforehand.

THE COURT: All right. And they're numbered the same way.

MR. HANDLEMAN: Yes, no numbers are different.

MR. HAINLINE: May I ask Mr. Handleman a question, Your Honor?

THE COURT: Surely.

(There was a pause in the proceedings.)

MR. HANDLEMAN: Thank you, Your Honor. I think we have it worked out if may.

CROSS EXAMINATION

BY MR. HANDLEMAN:

Q Good morning, Mr. Lans. I take it you are comfortable with the English language;

is that correct? In other words, you understand all the questions that your counsel

asked you in the direct examination this morning?

A Yes, I did.

Q In fact, sir, isn't it a fact that you have written articles in English and have given interviews in English, correct?

A That is also correct.

Q Okay. In fact, you communicated with my clients which we'll call AMS. Is that all right?

A That is correct.

Q You communicated at all times with them in English, correct?

A Yes, I did.

Q In fact, do you remember when your deposition was taken in my office by my colleague, Mike Freije, remember we had a translator there just in case for you; is that correct?

A That is correct.

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Q You recall you had no need to have anybody translate anything that was asked; is that correct?

A That is correct.

Q Just so I'm clear, I note that you are called doctor. And you are referred to as doctor. Do I understand you don't have a medical degree, right?

A No.

Q It is a P.hd?

A I have a P.hd in doctor of technology.

Q Is that how you get the title doctor?

A You can call me Hakan Lans, that's enough.

Q I just want to be sure. It is some kind of honorary degree?

A I have an honoric causs, that's the high degree you can get.

Q That's what you have?

A Yes.

MR. HANDLEMAN: May I approach the witness, Your Honor?

THE COURT: You may.

BY MR. HANDLEMAN:

Q Mr. Lans, I've left you a book there and I'll tell you when I need you to take a look at it. But I understand, if you take a look at Lans exhibit 26, that's not in my booklet. That's in one of the documents that Mr. Hainline gave you, Lans exhibit 26.

That,

as you recall, is the document in Swedish. Mr. Lans, you have before you, do you not Lans exhibit 26 that counsel gave you about an hour ago during examination, correct?

A That is correct.

Q It is in Swedish; is that correct?

A Yes, it is.

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Q I thought you testified, did you not, that in connection with the second paragraph, I guess the word, I can't read it but "ager" with the little oonla\* on it, you said that means "owns, " right?

A Yes.

Q You can translate this so it means owns, correct?

A Yes.

Q Now, that is an e-mail, is it not? If you look down from Hakan Lans to Mr.

Mastriani and Utterstrom and Lindstrom and Mr. Schaumberg and Delphi, that you sent, did you not,

on August--

THE COURT: Which exhibit?

MR. HANDLEMAN: I'm sorry, exhibit 33. Your Honor, that is exhibit 33 to the

book that I gave you, the only additionnal document that we add to the exhibits for cross examination. It has a date stamp. OO7514. AMS.

BY MR. HANDLEMAN:

Q Now, Mr. Lans, there is a document, exhibit 33 that you have before you, isn't it a fact, sir, that you sent this e-mail August 2, 2001, to Mr. Mastriani, to Mr.

Utterstrom, Delphi, Mr. Schaumberg, Mr. Lindstrom. That's yours, isn't it?

A Yes, that is correct.

Q Now, it is signed or has Hakan. That's you, right?

A Yes, that's me.

Q Isn't a fact, sir, that you state in the second paragraph the following:

Concerning the word, in quotes, Ager, end of quotes, it does not necessarily mean, in quotes, own

the title, end of quotes. It can mean, quotes, own the rights, end of quotes. But I have to talk to Gyllenhoff about this. Again, an annual report is in Sweden, important in

that sense.

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That's your language, is it not?

A That is correct.

Q Your first meeting with AMS was in May of 1996. I think you testified to that.

Do you recall?

A Yes.

Q You met with them because of your neighbor, Mr. Utterstrom, suggesting that he had an attorney in the United States that might be helpful. Isn't that correct?

A That is as --

Q And it is also in connection with your 986 patent. That's why you were having the meeting?

A That is correct.

Q Mr. Lindstrom, you knew at that point in time, he was a member of the D.C. bar. Did you know that?

A I didn't know that.

Q You knew he was a United States attorney, correct? And somebody who was licensed to practice law in this country.

A Yes.

THE COURT: For the record, you say the United States attorney.

MR. HANDLEMAN: That's why I corrected it, Your Honor, by I saying somebody who was licensed to practice as an attorney in the United States.

MR. HANDLEMAN: You understood that Mr. Lindstrom was somebody who could practice in the United States. He was a lawyer who could practice in the United States, even though he was in Sweden.

THE WITNESS: We didn't talk about any details but I got the impression that he had great knowledge about U. S. law. And he were called as lawyer, lawyer.

BY MR. HANDLEMAN:

Adduci Q You had discussed with Mr. Utterstrom prior to ever hearing the name AMS,

Mastriani and Schaumberg, they were asking you how they could help you in connection with your

patents. Correct?

A That is also correct.

you Q Then there comes a time that they have a suggestion that you meet with AMS and

do so?

A That is also correct.

Q You entered into a contract, did you not, with AMS and Delphi to represent you, correct?

A That is correct.

Q If you take a look at the booklet we call Lans Exhibit One, you would take a look at the booklet that I gave you to make sure you have it.

A Yes.

Q That's a copy, is it not, of the contract that you entered into for Delphi and AMS to represent you; is that correct?

A That is correct.

Q That's your signature, there is no question that is your signature?

A That is correct.

Q Isn't it your practice, Mr. Lans, to initial every page whenever you seen a document? And you did it here, right?

A Yes.

Q Correct?

A Yes.

Q You would agree with me, would you not, that you hired them to represent, it said

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in here in the first paragraph, in connection with your patent, Hakan Lans' patent, the 986 patent; is that correct?

A That is correct.

Q In fact, would you agree with me that no where at all in exhibit one, does the word Uniboard appear?

A Well --

Q Can you answer that question. Is Uniboard's name in this document in any way?

A No, it is not.

Q Thank you.

Is it also a fair statement, Mr. Lans, that you made it very clear that you were unwilling to pay any hourly rates for the attorneys to represent you, correct?

A That is correct.

Q And that you insisted that it be a contingency fee, correct?

A That what I was proposed, yes.

Q In fact you understood what a contingency fee was?

A Not exactly. But, that I shouldn't pay. That they had a percentage rather than the payment.

Q Before you signed this contract, you understood that you were not putting up any money, correct?

A That is correct.

there  
Q You understood further that you would pay no money to Delphi or AMS unless  
was some recovery either through the license agreement or through litigation?

A That is correct.

was,  
Q Further that when there was a recovery, you would get whatever the percentage  
which I think it was 67 percent, and they would get their percent. Correct?

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A No.

Q That is not correct?

A That is not correct.

Q Well, you understood that you would get a certain percentage out of the proceeds?

A That is correct.

Q You understood further that you made it clear that you were not going to fund this  
litigation, that you were not going to put you up any money?

A That is correct.

Q Whatever costs were associated with pursuing these license agreements, had to be  
paid by somebody else, correct?

A That is correct.

Q You made it very clear, in no uncertain terms on day one; that is correct?

A That is correct.

Q You never deviated from that, correct?

A We didn't talk about it at all.

Q Right. It never changed, correct? You never paid any money.

A No, I did not.

and  
Q You never specifically told AMS that there was something called an assignment  
declaration agreement. Isn't that correct?

A Can you specify?

you  
Q You never told AMS that you had signed a document -- let me strike that. When  
first met with AMS in May of 1996 and you said there was another meeting in  
September

of 1996. Isn't it a fact, sir, that you never told AMS that you had signed an assignment  
and declaration agreement as it related to the 986 patent?

A I testified this morning that I, in September, discussed this and told them where

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to find the documents, Gunnar Berg.

Q That's not any question. That's not the question. Okay? My question -- let me  
try it again. My question is, I understood you testified that you told them you signed  
them something and go to Mr. Berg.

that  
But isn't it a fact that you never said to AMS, I have signed, I have executed, I  
have signed an assignment and declaration agreement with regard to my patent. Isn't  
correct?

A I can't recall if I used those words. Most likely not because I'm not using that  
terminology. I told them that I had an agreement between me and Uniboard because  
that was  
discussed in conjunction with the IBM agreement.

Q Right. But you never said I have assigned an assignment where I transferred my

ownership from me to Uniboard. Is that correct?

A Now you are talking law. Can you explain it in common words?

Q With all due respect, I think it is a straightforward question. That you never ever told AMS that you signed, that you signed a document giving your ownership rights, you,

Lans, to Uniboard. Isn't that correct?

A I told them that I had signed an agreement between me and Uniboard.

Q It is a fact, is it not, that you didn't remember that you signed an assignment agreement. Isn't that a fact?

A I told them that I had sign an assignment agreement between me and Uniboard. That's exactly what I told them.

Q But isn't it a fact that you did not remember in May of '96 or September of '96 that you actually assigned your ownership right, your title in the 986 patent from you personnally to Uniboard. Isn't that a fact? You didn't remember that?

A I remember that clearly.

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Q You remembered it clearly back then in 19 --

A I remembered that I had signed an agreement and we never discussed the details in the agreement. I told them where to find it. I also told them that I maybe could contact Gunnar Berg and get a copy.

Q You didn't contact Gunnar Berg?

A I never.

THE COURT: Let's go back for a little bit. Let's not confuse it. You said

you remembered it clearly. I'm not sure that is really responsive to the question.

Did you remember it or did you do something, did you say something?

THE WITNESS: I remember that I signed an agreement.

THE COURT: You remember it?

THE WITNESS: Yes.

THE COURT: But did you communicate it to AMS?

THE WITNESS: Yes, I did.

BY MR. HANDLEMAN:

Q Are you telling the Court that you communicated to AMS that you signed an agreement transferring your ownership rights, you, Lans, to the patent to Uniboard?

A No.

Q So the answer is no, correct?

A Yes, that is correct.

Q It is a fact, sir, is it not, that you never gave AMS a copy of the assignment document; is that correct?

A I simply did not have the agreement so that is correct.

Q So the answer is you never gave it to them?

A I proposed that I could try to find a copy.

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Q Mr. Lans, you have file cabinets. Do you not, in your house, in your office?

A Yes, I do.

Q You have many document because you are a very busy man and do lot of things?

A That is also true.

Q You've testified about how your days go, how many hours you spend, how many

e-mails you get, you keep files and make copies of things?

A Some documents, yes.

Q You make copies of important documents, correct?

A That document, that document was only kept by the lawyer Gunnar Berg.

Q My question to you is, you, Mr. Lans, who is involved in all the things that you have testified to, you do make copies, do you not, of important documents, correct?

A Much some of the documents, yes. I did not have a copy of that document.

Q You would agree with me, would you not, Mr. Lans, that an assignment, some document where you gave up your ownership rights, you personally to a 986 patent that you spent so much time and effort and gave it to Uniboard, you would agree with me that that is a important document. Is it not?

A Yes, it is an important document. For that reason, the lawyer, Gunnar Berg kept the document. To me, Uniboard and Hakan Lans is the same from practical points of view.

Q Because you are the only stockholder, correct?

A I am Uniboard.

Q You are Uniboard. I'm talking to Uniboard right now?

A You are talking to Hakan Lans and Uniboard.

Q You keep the files of Uniboard, correct, at the time, you kept Uniboard's files, right?

A Some of them, yes.

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Q You kept important Uniboard documents because you are Uniboard, correct?

A That is correct.

Q And in fact, as I understand correctly, didn't Uniboard get some money that it used for research purposes?

A That is correct.

Q And you are the person who is the beneficiary, are you not, from all the research?

A That's correct.

Q So if IBM pays a million dollars for the license agreement to Uniboard, that money goes into the Uniboard account, correct?

A That is correct.

Q And it is used for research, correct?

A That is correct.

Q Who is the person doing research. It is you, isn't it?

A It is.

Q You are the researcher, right?

A That is correct.

Q Does it pay the money for the offices of Uniboard?

A If Uniboard paid for --

Q If Uniboard gets money for research, does Uniboard have books where they pay the money, like to pay rents and things like that?

A No.

Q So the Uniboard money that came in from IBM, the million dollars, you would agree with me, would you not, was used by Hakan Lans, you personally, in your research that you continue to do?

A That is correct.

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Q You continue to do as we sit here today, research, right?

A That is correct.

Q Okay. Now, it is a fair statement then, is it not, that you did not keep a copy of the assignment agreement either in Hakan Lans' file or in Uniboard's file, correct?

A No, it was kept by Gunnar Berg.

Q My question was simple to you. You, did you keep a copy of the assignment agreement?

A No.

Q You didn't keep it for yourself and you didn't keep it for Uniboard, right?

A That is correct.

Q And it is a fair statement, is it not, that you never, ever called up Mr. Berg and asked for a copy of the assignment agreement? Isn't that correct?

A That is correct. I just offered to do that.

Q I know you offered but you didn't do it, right?

A No.

Q You talked to Mr. Berg from time to time, did you not?

A No, I did not.

Q Incidentally, did you describe Mr. Berg as one of the great, really top notch lawyers in Sweden, correct?

A I expressed him as a well known lawyer.

Q You said he had been on T.V. shows and things like that, I think you said?

A That is also correct.

Q You respected him, right, you respected Mr. Berg, correct?

A He was well known person.

Q Isn't it a fact, sir, that you filed a bar complaint against Mr. Berg. Isn't that

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a fact?

A That is also correct.

Q Thank you. There is a document that I think may have been alluded to briefly, the clarification contract. You are familiar with that document?

A Yes, I am.

Q That's the document that you signed in your capacity of Hakan Lans, you signed it back in your capacity as Uniboard?

A Yes.

Q You prepared the document yourself, correct?

A Yes, I did.

Q You signed it yourself, correct?

A That's also correct.

Q This was signed, was it not, eight days after the assignment and declaration, correct?

A That is correct.

Q And isn't it a fair statement, sir, that you never provided a copy of the clarification contract to AMS, correct?

A That is correct.

Q You never gave a copy that have clarification contract to Delphi either; is that correct?

A That is correct. I just offered to find the document.

Q You offered to find it?

A Yes.

Q You would agree with me, would you not, Mr. Lans, that the clarification contract is an important document, correct?

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A It is.

Q In fact, sir, when you signed it in October of 1989, you understood that it was an important document?

A Yes, I did.

Q Because you wanted to make sure, did you not, that the assignment that you had made from you to Uniboard came back to you, correct? You wantd to make sure the ownership

of the patent, the 986 patent, by the end of October of 1989 was in your hands, correct?

A That was not the purpose. The purpose was --

Q That was not my question. It was you wantd to make sure absolutely certain as of the end of October of 1989 that that patent, the 986 patent which was so valuable to you

was owned by Hakan Lans personally, correct?

MR. HAINLINE: Objection, Your Honor, I think that does ask him for the purpose. And it is confusing.

THE COURT: Would you step over to the microphone?

MR. HAINLINE: Yes, sir. Sorry. Your Honor, I think that does ask for the purpose. I think the question is confusing to the witness to say I'm not asking for the

purpose and then ask a question that asks for the purpose.

redirect  
to  
MR. HANDLEMAN: Your Honor, I think it was appropriate for him on  
examination. I think it is simple for me to ask that question. If Your Honor wants me  
to  
rephrase it, I will.

THE COURT: Restate it.

BY MR. HANDLEMAN:

Q When you executed the clarification contract, as far as you were concerned, the  
ownership of the 986 patent resided in Hakan Lans, correct?

A I was giving guidelines how to write the documents and I did that by Dr.  
Pietzcker.

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have  
Q Because Dr. Pietzcker told you, did he not, that you could not transfer or sign,  
you could not assign the ownership of the 986 patent to Uniboard because it would  
affected the litigation in Germany; is that correct?

A That is correct.

Q So, we're talking about 1989 when you talked to Mr. Pitchka, right?

A Yes.

Q We're talking 1989 when you did the assignment and clarification contract; is that  
correct?

A That is correct.

Q We all agreed that you had never heard of AMS by that time?

A That is also correct.

986 Q So, what happens is, you are told by Mr. Pitchka and you turn around and you do  
the clarification contract. Now you are the owner as far as you are concerned of the

patent, correct?

A Maybe so.

after Q Maybe so. You considered yourself, did you not, the owner of the 986 patent  
you signed the clarification contract.

A Dr. Pitchka told me -- can I --

Q No, no. I would ask you did you consider yourself to be the owner of the 986  
patent you personally after you signed the clarification contract?

A I did not consider anything.

Q You didn't consider anything?

A No.

Q You did consider that an important document, didn't you?

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A Yes.

Q Yet you didn't make a copy for yourself or for the Uniboard file; is that correct?

A That is correct.

only had Q Now prior to meeting with AMS -- let me ask you this. When you signed the  
clarification contract, is it a fair statement that you wanted to make sure that Uniboard  
the financial rights to the patent as opposed to the ownership right. Is that a fair  
statement?

A No, this is not.

Q It is not. Okay.

You would agree with me, would you not, that the IBM arrangement, license agreement

provided that IBM had the right to license the patent? Excuse me, the Uniboard had the

right to license the patent, correct, that's what the license agreement is?

A That is correct.

Q The monies that were received were the financial rights to the patent and they were sent to Uniboard, correct, the IBM monies, correct?

A That is correct.

Q Now, you had a license agreement with IBM, it was between IBM and Uniboard in 1989,

correct?

A That is correct.

Q But then, in 1995, prior to your relationship with AMS, Hitachi entered into an agreement and that was with you personally, correct?

A That is correct.

Q As a result of that agreement, Hitachi paid \$300,000 for the license?

A That is correct.

Q That \$300,000 was made out to Hakan Lans?

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A That is correct.

Q Also Hitachi gave \$4 million as a research grant, correct?

A Later, yes.

Q That was tax free; is that correct?

A That is correct.

Q Did you have them make out the \$4 million research grant to Uniboard or to you?

A To me.

Q So you entered into a license agreement with Hitachi in your name and you get  
the \$4 million tax free for research grant, correct?

A That is correct.

Q That is all before AMS is hired, correct?

A That is correct.

Q Now, you were told by Mr. Pitchka that you could not transfer the patent during  
the, you could not assign your 986 patent during the pendency or while the German  
litigatin was pending, correct?

A That is what they told me.

MR. HAINLINE: Objection, Your Honor, compound with two questions.

THE COURT: Try again. Restate your question.

BY MR. HANDLEMAN:

Q I think you testified that Mr. Pitchka said you can't assign your ownership to the  
patent to anyone but yourself, you had to keep it in your own name, correct?

A I didn't discuss thee details with Dr. Pitchka. He said you can't change the  
money or registration during the ongoing process. But you can transfer the rights to collect  
something like that.

Q Okay. So Mr. Pitchka is your attorney?

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A Yes.

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Q You were paying him to give you legal advice, I presume?

A That is correct.

Q And he was handling this German litigation for you, correct?

A The German litigation, yes.

Q He told you that you could not assign the title, the ownership while the litigation was pending, correct?

A He told me that I could not change the registration.

Q You understood the registration to be the ownership, did you not?

A You see, Gunnar Berg handled the --

Q Right. My question is very simple. Did you consider when somebody said the registration, you can't change the registration, that that meant ownership?

A I did not consider anything.

Q You didn't consider anything at all?

A No.

Q But you considered this. Did you not, that Mr. Pitchka said that you could transfer the right to collect the royalties from the patent while the litigation was pending in

Germany. You understood that, correct?

A That is correct.

Q You understood further therefore that you could transfer to Uniboard the rights to collect the royalties from IBM, correct?

A That is correct.

Q So, when the license agreement was entered into with IBM and Uniboard you understood that that was okay from the stand point of what your attorney, Mr. Pitchka had told

you, that Uniboard could collect the royalties. Isn't that correct?

A No, that was Gunnar Berg who told me it was correct. He made the agreement.

Q Right. But you also knew that was consistent with what Mr. Pitchka had said to you and that is that you could transfer the right to collect the money to Uniboard on the patent. You understood that to be correct, right?

A These two lawyers, communicated with each other, not with me. They gave me some information because they had difficulties to communicate.

Q He had difficult communicating with each other?

A Yes.

Q But you understood that it was okay for you to have Uniboard execute the license agreement with IBM and collect the royalty, and that's why you signed your name on behalf of Uniboard, right?

A That's what IBM and Gunnar Berg told me.

Q Okay. You never told Mr. Pitchka that you actually had executed an assignment from you, Lans, to Uniboard, isn't that correct?

A I told him that I signed agreement during the meeting at IBM.

Q No. Did you ever tell him, that is Mr. Pitchka, that you had actually entered into an assignment, had executed an assignment agreement, assigning your right and title to the 986 patent to Uniboard, you never told him that?

A No, no. I had no idea. It was Gunnar Berg who asked me to sign this paper.

Q So Berg gives you this -- Gunnar Berg gives you this piece of paper. It was in English?

A Yes.

Q You read the paper?

A Very briefly, I check that the address was correct.

Q It was a one page document?

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A Yes.

Q And you looked at it and you signed it, correct?

A Yes.

Q But you never told Mr. Pitchka that in fact, you had actually assigned your right and title to the patent to Uniboard. You never told them that, correct?

A No.

Q All right.

A I told them that I signed an agreement.

Q But you didn't know what it was, right?

A That is correct.

with Q Now, the reason why Uniboard, you had Mr. Berg have Uniboard be the licensor

IBM was to assist you for tax purposes. I think you testified to, right, a tax vehicle?

A That is correct.

have Q Because the taxes I think you said were like 95 percent of what you got would

been going to the government. Did I understand you correctly?

A Exceeding 90 percent I think I said.

Q I'm sorry, so over 90 percent of whatever IBM paid, if it was you as a licensor and IBM would have been gone to the government in taxes; is that correct?

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A That is correct.

Q By having set it up to have Uniboard be the licensor, you were only have to pay percent taxes, correct?

A Yes, but -- yes.

Q Then you said the rest of the money didn't just slip in your pocket, that the rest of the money goes to the corporation and you use it for research?

A That is correct.

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to

Q For you to be doing all this research that you've been doing for years and years, comes from the ability to be able to to to have, like for example, the IBM agreement,

have this million dollars paid into Uniboard and only pay 33 percent taxes?

A That is correct.

Q You made the decision from a financial standpoint, correct?

A Yes, that is correct.

Q It is a business, you made a business decision, and a wise one, to in fact have that be to Uniboard for those tax reasons, correct?

A I don't know if you call it business. It is obvious.

Q It is obvious.

A Yes.

Q Okay. Thank you.

So, after we now finish, after you sign the clarification agreement, and as we move towards you making a determination on the Hitachi agreement, isn't it a fact that you considered yourself, Mr. Lans, as the the owner of the 986 patent?

should  
just an

A I considered myself including Uniboard as the owner. To me, and from, you remember that I live in Sweden. And in Sweden it is very different. I mean, this is arrangement for having money for research.

of

And in Sweden, we never, it is of no importance from external contacts. If it is Hakan Lans, if I talk in the capacity as Hakan Lans, as an individual or in the capacity Hakan Lans/Uniboard, from tax view, there is a significant difference.

Q Right, but when you send e-mails, you say I'm the owner of the patent and the Uniboard has the rights to collect royalty, you understood what that meant, correct?

do

A If I communicate daily when I talk about I own, I talk about me and Uniboard, I not make any distinction at all.

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Q So I understand your testimony, you, during the course of this representation that leads us here today, didn't make a differentiation between Lans and Uniboard. Is that what you are saying?

A No. I said from day-to-day, daily are talking about me, that is Hakan Lans and Uniboard. And I realize in this situation, I had been informed that in the United States, what

It

is important is the registration. And I do accept that. I understand that it is different in different places and in different legal system. Nothing is correct or wrong. is just different.

Q Different system.

A Yes.

Q But you had been participating in this system for a lot of years in the United States, correct?

A Well, since '95.

Q After you signed the clarification agreement, didn't you continue to believe that you were the registered owner of the patent?

A I was not thinking about that.

Q You weren't thinking about it. And you were not thinking about the fact that Uniboard had the financial right to the patent. You were not thinking about that?

A Uniboard had the financial rights. And the patent was registered. Let me put it this way. I was thinking in the following way.

MR. HAINLINE: Objection.

THE COURT: I'll take his answer.

MR. HANDLEMAN: That's fine.

THE COURT: You may complete your answer.

THE WITNESS: Can I continue? I'm thinking in the following way. I am the

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Lans and registered owner and Uniboard is the owner of the rights. So, in my world, Hakan

Uniboard is the owner jointly.

And then you can define or you can tell me that in the United States the registration is important. Then I accept that. And I understand. If you tell me what is of

importance is the owner of the right to collect money, then I accept that. But I don't know the

differences in different countries.

BY MR. HANDLEMAN:

my Q Let me ask you this. Obviously you remember the deposition that was taken in  
office because it was only on January 26?

A Yes.

had Q My colleague, Mr. Freije\* was there, yours counsel, Mr. Hainline was there, we  
videotaped and a whole bunch of people. I was not there. But you remember that?

A Yes.

you Q All right. Now you remember also when you got the deposition transcript back,  
read it carefully, did you not? And you made changes. Do you remember?

A Yes.

Q In fact, he had a sheet where you had I think corrections of what you think you  
thought were typos and you signed that piece of paper. Do you remember?

A Yes.

Q And you read the deposition very carefully?

A Not very carefully but I read the deposition.

right? Q You read it and made changes. They were your changes, not your counsel's,

A I think it was my changes. It was a combination I think.

Q A combination.

A I'm not familiar with spelling, et cetera. I need help, too.

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Q But you understood what was being asked during the deposition?

A Yes, I did.

Q I would refer counsel and the Court to page 117 starting at line 16. And it goes on to page 118. Question is. Question. And you remain the owner of the 986 colorgraphic patent, correct? When I say you remain owner of the patent, let help restrike that

and rephrase the question. You remain the owner of the patent, correct?

Then there was an objection to form. You gave the following answer to the question.

In your mind, you remained owner of the patent, correct? Your answer was: "If they didn't change then I think I am the owner."

Then you say, "But I am a layman so I really don't know whether it is correct or wrong." That was your testimony that day; is that correct?

A That is correct.

Q Now, do you recall, Mr. Lans, that in the Uniboard incorporation documents, it reflects the fact that Uniboard had administrative rights to collect royalties for the beneficial owner; do you remember?

A Yes.

Q The beneficial owner of course is you; is that correct?

A That is correct.

Q No question about that, you are the beneficial owner?

A That is correct.

Q And the Uniboard corporation documents say they have the administrative right to collect the royalties. Do you agree with that?

A Yes.

Q In fact, let me show you, why don't you go in my exhibit book, exhibit 31 there. If you would take a look, it is only a two page document. So it is Lans exhibit 31.

And

ask you, sir, do you see it?

A Yes.

Q Very urgent hello, right? That's from you. Correct?

A Yep.

Q You say, I have two, almost identical translation interpretations of the text. I enclose the official translation certificate. Please enclose a certificate to the letter to Judge Penn. That's from you, right?

A That is correct.

Q What is attached to it, is it not, is the translation of the annual report of Uniboard from 1989?

A From '89, yes.

Q And it says "During the year the company took over administration of a patent relating to graphic terminals on behalf of the beneficial owners." Correct?

A That is correct.

Q Okay. And that was as a result of the IBM license agreement, that's why it is in there, correct?

A That is correct.

Q You are the beneficial owner of the patent as of the date this appears in the Uniboard report; is that correct?

A That is correct.

Q That report doesn't say that Uniboard owns the 986 patent. Isn't that correct?

A That is how I interpret this text.

Q You didn't interpret it, you got a interpreter to enter it?

A Yes.

Q You had no reason to believe that the interpretation, what you said to my clients

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very urgently to give to the judge, you had no reason to believe it was not accurate.

Isn't that correct?

A Yes, I sent the official interpretation.

Q And the official interpretation did not include any reference to Uniboard owning the patent. Isn't that correct?

MR. HAINLINE: Your Honor, could we, I have a objection here because there have been two different annual reports with different language, '89 and '90. And this is important to the case.

I think that, with the questions suggesting that there is nothing about ownership in this one, they are fine as long and the Court knows these, the 1989, the documents we talked about earlier today with Dr. Lans was 1990, it has different language.

MR. HANDLEMAN: With all due respect to counsel, this is cross examination. I don't know why he is doing this because this is, he is arguing. He can get up on redirect. I think it was very clear. He said 1989 so I don't understand this.

THE COURT: All right. You may proceed. Was that a objection, counsel?

MR. HAINLINE: Yes, Your Honor.

THE COURT: I'll overrule the objection. But make it clear in your questions, counsel.

MR. HANDLEMAN: Thank you.

THE COURT: We're talking about 1989, Mr. Lans.

THE WITNESS: Right.

MR. HANDLEMAN: All right.

BY BY MR. HANDLEMAN:

Q Now Mr. Lans, do you recall that your accountant submitted affidavits to this Court stating that Uniboard did not own the patent but only had the financial rights?

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A That is correct.

Q Let me direct your attention if I could to exhibit 30 in the book in front of you, if I might. That's a series of document, affidavit in declaration, I can't pronounce it, Gyllenhoff?

Q That's your accountant, right?

A Yes. Or was. He is retired.

Q Retired. Okay. Would you agree with me, would you not, that, if you go to the second page of that document, 3-B, your accountant signs under the penalties of perjury that

Uniboard was never presented any documentation concerning the patent of, the 986 patent or

related patents, according to which the legal title of these patents had been transferred to

Uniboard. Do you see that?

A Yes.

Q It is a correct statement, is it not?

A May I ask you --

Q I think my question was straightforward. Is that statement correct, that your accountant sent to the Court, is it correct?

A I hope so, but I don't know. I would have to ask a lawyer.

Q You have to ask a lawyer if that is correct?

A Yes.

Q All right. That's fine. Take a look at, how about C. To my knowledge -- Is this correct? To my knowledge, neither Uniboard nor Lans was ever given the original or copies of documents relating to the assignment of the Lans patent. Is that correct?

A We have to ask Gyllenhoff; he made the statement. So I can't respond whether or not it is correct.

Q You looked at it at the time it was filed?

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A No, I did not.

Q Take a look at the next one which is Mary Ekerjard, E.K.E.R.J A.R.D. She is also your accountant?

A Yes, he is, at present.

Q He still is?

A She is.

Q She is your accountant. Okay. Now, directing your attention to paragraph 3-C. It states, Uniboard has never recorded the patent, well, 986 or related patents as an asset on it corporate books. Do you agree? That's a true statement?

A Yes, you are reading correct, yes.

Q Do you know for a fact, sir, as the head of Uniboard corporation, whether or not the accountant, authorized public accountant made an accurate statement factually?

A I do believe so, it's correct.

Q You would agree with me?

A I have no reason to believe that this is not correct.

you  
Q So as of August 30, 1999 when the affidavit was filed, you would agree, would not, that Uniboard had not recorded the 986 patent as an asset on its corporate books, correct?

A This is how you read the text, yes.

Q Well, as you, you are the head of Uniboard, right?

A Yes.

Q You make all the decisions for Uniboard, right?

A Because on advice from specialists, yes.

Q But there is no anybody else that you talked to about making decisions other than the specialists that indicate it is okay to make such decisions?

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A That is correct.

the  
Q You, in fact you knew as of August 30, 1999 that Uniboard had never recorded patent as an asset on its corporate books, did you not?

A That is how I read the text.

Q Isn't that how you also knew at the time that Uniboard didn't consider an asset of the corporation then?

A If they say so, I believe it.

Q All right. How about D, paragraph D of exhibit 30. Uniboard's rights relative to this and related patents has been restricted solely to the receipt of financial revenues. That's a true statement. Isn't that correct?

A I have no reason to believe something else.

Q So, as of August 1999, Uniboard did not carry the patent, did not list the patent, the ownership of that 1986 patent on its books, correct?

A That's how I read it.

Q That's because Uniboard didn't own the patent, isn't that correct? Isn't that correct?

A This is the opinion from the public accountant yes.

Q The opinion of public accountant as of August 1999 was that Uniboard did not own the 986 patent. Isn't that correct?

A I think that is correct.

Q Is it also correct, Mr. Lans, that as of August 1999, as reflected in paragraph 3-D, that Uniboard was restricted solely to getting the receipts of revenues as it related to the patent. Isn't that correct?

A That is correct I think.

Q Take a look at Lans exhibit ten in your booklet. That's the Hitachi agreement,

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dated January 2, 1995, correct?

A Yes.

Q This agreement was entered into more than five years after Uniboard entered into the license agreement with IBM, correct?

A Yes.

Q It is you who signs this agreement on behalf of yourself?

A That is correct.

Q There is no reference in this agreement, is there to the company Uniboard, correct?

A No, because the process started in the name of Hakan Lans.

Q It is you, correct?

A Yes.

Q This is you licensing your 986 patent to Hitachi in 1995; is that correct?

A That is correct.

Q This was before AMS was hired, correct?

A That is correct.

Q You represented, did you not, at section one of this particular contract, exhibit ten, which I will tell you is I believe page three, it says warranty 7.1. Do you see that paragraph there?

A Page three.

Q Page three, section 7.1. Do you see that?

A Yes.

Q It says Lans. And if you go down, you represent, you had the full right to grant the licenses and that there are no outstanding agreements or assignments. Do you see that?

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A Yes.

Q That was the representation you made; is that correct correct?

A That is correct.

Q Then shortly after this particular agreement, didn't you enter into a license agreement with Micron; do you have a recollection of that?

A About at the same time, yes.

Q In the Micro agreement you signed it individually as well as giving the license?

A That is correct.

Q Would you agree with me in that Micron agreement, likewise, there is no reference

whatsoever to Uniboard?

A That's also correct.

Q You entered into the Micro agreement prior to AMS being hired as well, correct?

A That is correct.

Q Because that is something you did, you did on your own, you didn't have your attorneys do that agreement, right?

A No, the attorneys made the agreement.

Q You had a prior attorney to do the agreement, is that Mr. Berg?

A I think it was, could be, could be.

Q Because you had several attorneys, it is a fair statement that you had several attorneys over the years before AMS that represented you and did legal work for you, correct?

A That is correct.

Q Now, let me show you what is marked as Lans exhibit three from your deposition. It is in that book. And you've seen this before. It is also noted as three in this booklet. Do you see that document?

A Yes, I do.

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Q It is a draft, is it not, of the notice of infringement letter that my client sent out to the computer companies, correct?

A That is correct.

Q You saw this before it went out; is that correct?

A I can't recall, maybe I did.

Q So you are not absolutely certain but maybe you did see it before the client sent it out?

A It is possible, yes.

Q You considered, did you not, when the notice letter were sent out, that was a pretty important document, it started the process, didn't you?

A I'm not sure that I saw the document but I did possibly.

Q You ended up getting many, many millions of dollars, did you not, from the 986 patent through the licensing procedures; is that correct?

MR. HAINLINE: Objection, only as to whether he is asking about you as Dr. Lans personally or Uniboard.

MR. HANDLEMAN: I'll, thank you, Counsel.

THE COURT: All right.

BY MR. HANDLEMAN:

Q As between you and Uniboard, you would agree with me the total amount of money that both you personally and Uniboard received were, many, many, many millions of dollars, correct?

A Correct.

Q It was from the 986?

A That is correct.

Q A lot of money, millions were received as a result of the license agreements that

were entered into, correct?

A That is correct.

Q Weren't all the licensing agreements that my clients entered into on your on behalf were all between you and the computer companies personally, is that correct?

A This is what they told me, I trusted them. They wrote these documents, I--

Q That's not my question. Weren't the license agreements that were entered into between these computer companies so there was no litigation, weren't they entered with you personal.

A That is correct.

Q Therefore, whatever monies were paid were paid to either you personally or who you directed the money to be sent to; is that correct?

A The money was sent to Uniboard.

Q Okay. And the money was sent to Uniboard, was it not, sir, because you directed AMS to send the money to Uniboard?

A Yes.

Q So the license agreements that were entered into before between you and Company X.

for example, you directed that the payment that was made under the license agreement would be sent to the Uniboard account. Correct?

A They did exactly as we did with IBM. They sent the money too Uniboard and told me

she would be signing in the name of Hakan Lans because I was the registered owner.

Q You got ahead of my question.

A Sorry.

THE COURT: Counsel let me advise you that you should wind now because we're

going to brake for lunch.

MR. HANDLEMAN: Yes, Your Honor. Just a few minutes.

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BY MR. HANDLEMAN:

Q You signed all of the license agreements that my client, AMS were representing  
you  
on, personally, correct?

A That is correct.

Q You then, did you not, gave directions to my client, AMS, as to where the  
payment  
should go when it comes from the computer companies, correct?

A That's also correct.

Q You directed them to send the money to to Uniboard, correct?

A That is correct.

Q And Uniboard received the money, correct?

A That's also correct.

Q One of the reasons why you in fact did that was to save taxes. Isn't that correct?

A That is correct.

Q For the reasons that you have stated because of the 90 percent personal tax rate,  
correct?

A That is correct.

MR. HANDLEMAN: This is a good time to stop, Your Honor.

THE COURT: Okay.

MR. HANDLEMAN: Thank you.

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THE COURT: Do you have any idea how long?

MR. HANDLEMAN: Reassessment, Your Honor. I can't imagine it would be more than an hour.

THE COURT: Another hour?

MR. HANDLEMAN: Yes. I will try my best during the break.

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THE COURT: Let me ask other counsel how long they think their examination will take.

MR. PARTRIDGE: Mine will be very short, Your Honor. I think a matter of five or ten minutes.

THE COURT: Gateway?

MR. PARTRIDGE: Maybe not in half that.

THE COURT: All right. We'll stand in recess until 2:00.

(A luncheon recess was taken.)

#### AFTERNOON SESSION

This is 2:00 in the case of the H. A. K. A. N. last name L. A. N. S., versus

TKPAEUT way 2000 ink, TKEL computer corporation. And Uniboard A. K. T. I. E. B. O. L. A. G.

versus A. C. E. R. America corporation

MR. HANDLEMAN: (Is.

MR. HANDLEMAN: Good afternoon, Your Honor. The exhibit book we gave you this morning, exhibits one through 21 are actually the exact exhibits that are in Lans deposition. Twenty-two to 25 are exhibits from the intervenors prehearing brief which I would

move into evidence.

So that would leave us at, as I said, one through 21 is already in based on the Lans deposition exhibits. Twenty-two to 25 are the exhibits from the prehearing which were filed with the court. Twenty-six to 27 are from the opposition to the Motion for Reconsideration.

At this time, Your Honor, since I've had the witness refer to them, I would move in exhibits 30, 31 and 33 which are new.

THE COURT: Any objection to 30, 31 and 32?

MR. HANDLEMAN: Also, Your Honor, 33 as well.

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THE COURT: And 33.

MR. HAINLINE: No objection.

THE COURT: Any objection?

MR. PARTRIDGE: No objection, Your Honor.

THE COURT: All right. They are received.

(Intervenor's Exhibit Nos. 30, 31,  
32 and 33 were admitted into evidence.)

MR. HANDLEMAN: Thank you.

THE COURT: Counsel, it appears that the proceeding is going slower than we had anticipated. The question is whether or not we're going to finish today. The question is, if we cannot finish today, then do you wish to be heard as to your availability for tomorrow? And Mr. Lans' availability.

A. M. A. MR. HANDLEMAN: Your Honor, Aaron happened -L man speaking for the

finish I am certainly available for tomorrow. We will be and I think it is important to get this finished. I will try to -- when I gave you the estimate of an hour, I've tried to rework in my own mind, you never know. I hope to be less. It would be my hope to today. But obviously I'm doing the best I can. But I'm available and certainly would prefer to go forward tomorrow so we can finally finish this up.

THE COURT: It is my hope we can finish today.

MR. HANDLEMAN: But if not, Your Honor --

THE COURT: I have to let people know. I am available for tomorrow. How about you, Counsel? What is your situation with Mr. Lans?

MR. HAINLINE: I didn't ask Dr. Lans yet. I'll ask him right now.

MR. PARTRIDGE: Your Honor, while he is doing that, I have spoken with counsel for Gateway and we could stay over if necessary.

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MR. HAINLINE: We can stay if necessary.

THE COURT: All right.

MR. HANDLEMAN: Thank you, Your Honor. I will still try to did it as expeditiously as possible. But thank you.

BY MR. HANDLEMAN:

Q Just before I move on to what I think is another subject in your examination, I just wanted to make sure in terms of the dollars received as a result of the license, I mean as a result of your patent. Is it a fair statement that you received, again, prior to

that AMS representing you, a \$1.5 million dollars from the IBM license agreement. Does

sound right to you?

A That is correct.

Q From Hitachi, do you remember getting a total of 4.2 million as a result of a license agreement?

A No. \$300,000.

Q 300,000. You were also remember you had the \$4 million grant?

A That has nothing to do with the agreement.

A That was voluntary.

Q You got \$300,000 paid as a result of the Hitachi agreement that was paid to you personally?

A That is correct.

Q The four million?

A The four million has been taxed in Japan. Hitachi paid tax, it was a donation for research and development. So it is not untaxed money.

Q I understand that. But you would agree me, would you not, that Hitachi paid \$4 million in the form of a grant in connection with that license agreement, correct?

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A Not in connection with the agreement. That was later.

Q Okay. But it was in relation, was it not, to the 986 patent?

A No.

Q So, they gave you \$4 million for research grant?

A For research, yes.

Myro; Q Okay. Now, prior to meeting AMS, you received, did you not, \$100,000 from  
is that correct?

A I believe that's correct.

Delphi, Q You would agree with you, pursuant to the contract that you signed through  
is that you received approximately \$1.6 million in cash in connection with your patent;  
is that correct?

A That is correct, I think.

Q And did you also recall receiving in excess of \$1.5 million in Japanese tax  
credits in connection with the license agreement?

A No.

Q You don't recall that?

A No.

Q Do you recall getting --

A It is withholding tax, withholding tax means that they keep the money in Japan.  
That is an agreement between the Swedish government and the Japanese government.

Q You didn't get the money but the money was paid to Japan?

A Yes.

Q For which you could get a set up, isn't that true, in connection with the fact, if  
you in fact owe taxes on something, in Japan, you would get a credit for that, right?

A No.

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Q So that \$1.5 million --

A Japanese tax.

Q But we agree that you got \$11.6 million, given the efforts from AMS and Delphi, would you agree with that?

A I think that could be correct, yes. I have no exact figures here.

Q Right. But that's pretty close?

A I can give you the exact figures if you like but not now.

Q But it is a fair statement that between the efforts of AMS and Delphi, and your own activities vis-a-vis the IBM license agreement, you got in excess of \$15 million for the 986 patent. Is that a fair statement?

A Yeah. At that time. But after that, that has been a lot of expenses. So--

Q I understand that. But all I asked you if it is a fair statement. I think you answered it. That you received in excess of \$15 million for the 986 patent, correct?

THE COURT: Fifty? Or 15.

MR. HANDLEMAN: I'm sorry. In excess of \$15 million for the 986 patent; is that correct?

THE WITNESS: Could be, yes. No. It is 300,000 from Hitachi. And said 500,000 --

BY MR. HANDLEMAN:

Q We have a million five from IBM.

A Yes.

Q We got 300,000 from Hitachi?

A Okay.

Q A million it. You got a hundred,000 from Myra, so that's about a million nine. Then you've agreed through the efforts you got approximately \$11.6 million as a result of

AMS and Delphi. So if you had add that to get, it is around 14 million. Are you comfortable with that?

A Yes.

Q So around \$14 million for your 986 patent that came to either you, Mr. Lans, or Uniboard at your direction. Correct?

A That is correct. I think we have to also subtract the expenses.

Q You might want to subtract the expenses. BUT I only talk about what you got, not profit. I understand what you're saying. Okay?

A Okay.

Q There were several companies that didn't enter into a license agreement and there was litigation; correct?

A Yes.

Q That's what brings us, this is what brought this case was the fact that there was litigation against companies who wouldn't sign the license agreement. Right? You understand that?

A Yes.

Q So, for all the efforts that AMS did that, for which there were licensing agreements that they negotiated, you got \$117.6 million, there was no litigation involved in. Is that a fair statement?

A I don't think so.

Q Okay. Do you think it's a fair statement, the licensing agreements gave rise to

you receiving money, correct?

A That is correct.

Q We already established it is over \$11 million, correct, that you received?

A Received, yes.

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Q Now--

A But it can't be used for research because what I can use for research is a difference between expenses and what I receive.

Q Right. But money was received. There was a license agreement, some went to  
you and some went to Uniboard, right?

A All money went to Uniboard.

Q It all went to Uniboard because you directed that it go to Uniboard, correct?

A Yes.

Q Take a look at exhibit four, that's Lans exhibit four from your deposition. It is a one page document. And that is a letter that you sent to Mr. Mastriani January 23, 1997 correct?

A This says July.

Q I'm sorry.

A Twenty-three. July 23, correct.

Q In July 23, 1996, that is referred to in exhibit four, Mr. Lans, that's the date of the contract where you hired Delphi and AMS to represent you, correct?

A Uh-huh.

Q As a result of that representation, that led to licensing agreements that you have testified to?

A That is correct.

Q Then there came a time however that some computer company resisted, like Gateway, like Dell, resisted, wouldn't sign a license agreement and the decision was made to sue them; correct?

A Yes, that is correct.

Q And you authorized, did you not, the law firm, AMS to represent you in a matter

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concerning the infringement, that is the lawsuit, correct?

A If you mean by me, me and Uniboard, yes.

Q I mean you. Let's look at this document. It says in the second paragraph, I hereby confirm that you and your firm, Adducci Mastriani and Schaumberg do represent me in

your the matters concerning the infringement against my 986 patent. And that you and

firm in this capacity have the authority to perform litigation to enforce the patent including to conduct an I.T.C. litigation. That's your language, is it not?

A That is correct.

Q And let me ask you this. Then you confirm that the agreement of July 23, 1996 is in effect, right? You confirm that, right? "I refer to our agreement of July 23, I further confirm that the fee due is payable regardless." Right? That's the last paragraph,

correct?

A That is correct.

Q You wrote this?

A Yes, I did.

Q Thank you.

A I signed it. And I--

Q And you would agree with me, sir--

A Excuse me. I--

finished  
MR. HAINLINE: Excuse me, Your Honor. The witness obviously had not his answer to that last question. And he wants to clarify his answer. He should be allowed to do so.

THE COURT: It sounded like he finished but had a second thought.

THE WITNESS: I signed this but someone else drafted this. This is not the way I write. But I signed it so I acceptd the contents.

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BY MR. HANDLEMAN:

Q This is not the way you write but you read it and you signed it and acceptd it as being from you, correct?

A That is correct.

Q And you would agree with me, would you not, that no where in this document,  
does  
it make any reference whatsoever to Uniboard; is that correct?

A That is also correct, but I think that the person who wrote this --

BY MR. HAINLINE:

Q Thank you, the question has been answered, thank you.

Now, if you take a look at Lans exhibit six, that is your February 19, 1997 fax, that's the document that you testified to at great length this morning?

A That is correct.

to Q You claim that you directed AMS to change the ownership in the patent from you

Uniboard, correct?

A That's correct.

the Q You say this document was the document that charged my client with changing  
registration, correct?

A That was the intention, yes.

that Q Now, would you agree with me that there was no document, no written document  
you sent prior to February 19, 1997 that directed my clients to change the registration.  
Would you agree with that?

A That is correct.

Q So this we raise, the first document on that subject, okay?

A That is correct.

Q You know, do you not, that infringement letters had already gone out saying that

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the company, AMS representd you, Mr. Lans, personally if you look at exhibit three.

Remember exhibit three that said this firm representing Lans and owner, do you  
remember seeing this document?

A It is possible.

Q So, you would agree with me that infringement letters went out, the notice of  
infringement to the computer companies, some of which entered into license  
agreement, prior to the

date when you sent the fax of 2-19-1997 charging them to change the registration.  
Agree?

A That is correct. I had no reason to believe that this was incorrect.

Q All right. Thank you. Now you knew, did you not, as of the time you sent the fax,

February 1997, you had already told AMS and Lou Mastriani about the fact that Uniboard

had the right to collect the royalties from the patents as a result of the IBM license agreement, they knew that already, correct?

A They knew that Uniboard had right to collect money.

Q Because you had told them that a long time before then.

A I told them that we had made an arrangement between me and Uniboard and that the

documentation was available at Gunnar Berg.

Q But when you said this on February 19, that's why you said, quote, "As you know-

unquote, right?

A Yes.

Q You would agree with me, that nowhere in Lans exhibit six does it use the words

the patent has been assigned to Uniboard"?

A That is correct. I'm not using these words. So, I cannot even think about the idea to write something like that. It does not exist in my education.

Q You were asked, were you not, prior to the infringement letters by Mr. Mastriani, did you ever assign the patent to anyone, you were asked that, weren't you?

A I don't think so.

Q So you say that this document, exhibit six expresses your will, correct, that you

want the ownership to be changed to Uniboard, right?

A Exactly.

Q Okay. But you agree, do you not, that nowhere does it say in here, I direct you to change it, it does not say that there, does it?

A I'm sorry if my English is not good. But that was the intention.

Q That was your intention.

But you gave the registration document, according to this Lans exhibit six, to Gunnar Berg, isn't that correct?

A Yes.

Q You didn't give it to AMS, you gave it to Gunnar Berg, correct?

A Yes. And I informed AMS.

Q But you never called up Mr. Gunnar Berg to say by the way, did you ever get my document and pass it on to AMS; you never called him, right?

A I talked to him, yes.

Q He said he did it?

A He said he had mailed the document.

Q You read his affidavit that he filed in this case, correct?

A Yes.

Q You saw where he said he had no recollection of that?

A That is correct.

his  
Q So you would agree with me, although your recollection is that you called him, recollection and in an affidavit he provided for this Court was, he has no recollection.

Correct?

A He has no recollection. He claimed that it was just an office matter.

Q So it was an office matter but he does not remember it?

A That is correct.

Q All right. At the time that you wrote this fax, you lived in, is it Salsjobaden?

S. A. L. S. J. O. B. A. D. E. N.

A That is correct.

Q That is where the corporate headquarters of Uniboard was, correct?

A It is the same address as my private address.

Q So, in 1997, your private address is the same as Uniboard?

A That is correct.

Q And when you filed for the patent, you lived someplace else, right?

A Yes. That is also correct.

Q Wasn't it, is it Vallingsby, that's V. A. L. L. I. N. G. S. B. Y., correct?

A That is correct.

Q That is where Uniboard was located as well?

A That is not correct because Uniboard did not exist at that time.

Q Right. But when Uniboard existed, it was listed as in Vallingsby, right, which  
got your  
was your address? When you established Uniboard, which was some time after you

patent, you listed that address as your address, that would have been?

A I think it was Salsjobaden, but I'm not sure about that. I moved in 1982.

Q You would agree with me that as of 1997, if somebody looked to see where the  
owner  
of that patent lived, it would have listed Vallingsby and not Salsjobaden, right?

A I think Salsjobaden, but I'm not sure.

Q But it wouldn't have the same address?

A It is the same address.

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had Q I may be mispronouncing the word. My point is, when you filed the patent, you  
a different address than you had in 1997, correct?

A That is correct, I think the patent was filed in 1979. They moved shortly after  
that.

Q It was necessary, wasn't it, to change the address of where the ownership of the  
patent was to tell the patent office that Salsjobaden is where in fact you lived, isn't that  
a fact?

A I'm not sure about the registration, the address. But did you verify?

Q I'm asking you. You are not sure?

A No. But I trust you if you say that.

Q Well, it certainly is the address of the patent which I have if necessary, and is  
not the same address that you were living in as you testified to in 1979. You lived at a  
different place than you lived in, in 1997?

A Well, the true is that we owned the house in Vallingsby. After, we had moved to  
Salsjobaden. So we had two addresses.

Q But your main address is Salsjobaden, right?

A Yes, it is.

Q Incidentally, you do not have a copy of this change of registration that you  
referred to in the February 19, 1997 fax, you don't have a copy of it, do you?

A No, it was sent to AMS.

Q You don't have a copy of it?

A No.

Q Mr. Grennberg never sent you a copy?

A I signed the original and sent the original to Dr. Grennberg and he told me that we cannot file it so I will forward the document to the AMS and I got confirmation that

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they received. Sorry. That they received this e-mail.

Q You got confirmation AMS got this e-mail February 1997.

A That is correct.

Q You would agree with me that you didn't make a copy of this registration document

that you said you signed and sent to Grennberg, you didn't make a copy of it?

A No. That is correct.

Q You would agree with me that Mr. Grennberg never sent you a copy of this document?

A Right. I sent the document to him.

Q You never received a copy of what you say is a very important document from Mr.

Grennberg, correct?

A No, I did not.

Q You agree with me that Mr. Grennberg said in his affidavit that he doesn't remember sending it out, right?

A That is correct.

Q You never asked Mr. Mastriani if he got the document from Mr. Grennberg and filed

it, isn't that correct?

A That is correct but I asked him for confirmation that he received this instruction.

And I expected if something went wrong, he would contact me.

Q I understand what you said. I want to make sure. You say you got confirmation from Mr. Mastriani that he received the February 1997 fax?

A That is correct.

Q You agree with me that you never, ever called him up or sent him a fax that said, by the way, have you received the registration document from Mr. Grennberg and have you filed it? You never, ever asked it, correct?

A He never told me that --

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Q That's not my question. My question is did you ever ask him whether he got it.

A No, I did not. I had no reason to believe that he didn't receive it because this was a document I had sent with an instruction and I got confirmation that he received the message, that he understood my intention.

Q You got confirmation because you say you got confirmation. Nobody told you they understood your intention. Isn't that correct?

A I asked him if he received it. And he said that yeah, we have to look at that.

Q You asked him and you had a discussion with him about it. But then you had no further discussions with him again; is that correct?

A That is correct.

Q You never raised it again with Mr. Grennberg; is that correct?

A That is correct.

Q Now, do you recall -- you sent this fax in February 1997 in the context of getting

served with some suit papers, correct?

A Pardon?

Q You sent him this Lans exhibit number six, you sent this fax because you had just been served by the Swedish police with some documents?

A Yes.

this  
Q So, before the Swedish police showed up at your house, you what not received fax, right?

me  
A No, they called me and told me that they received the document. And they asked if I like to pick it up or if they could send it by security mail.

Q When I say "they", you mean the Swedish police?

A Yes.

Q So you are at home, Swedish police call you up and say --

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A We have received a document.

filed  
Q And you were being served under the Hague Convention with a lawsuit that was against you in the State of Idaho; is that correct?

A That is correct, in my name.

Q In your name?

A Yes.

Q In fact, if you take a look at exhibit 29, there is a document that, I'll let you get to it, the document dated February 19, 1997, the same day as the fax that we're talking about, exhibit six, do you remember sending that document?

A No. But I did, I notice.

Q That is your signature on that document?

A That is correct.

Q It says Dear Lou, I have received today from the Swedish police a stack of paper from the United States District Court of Idaho. I hereby send you the materials, including

the documents produced by you and copies of my patent, correct?

A That is correct.

Q Do you recall that you sent this document before you sent the fax, exhibit six?

Do you have a recollection of that?

A I can't tell you which one. But they were most likely sent the same day.

Q Okay. And you were upset because you got all these papers, right?

A No, I'm upset that it was filed in my name. I saw a possibility to have the same type of problem and threat to my family as I had during the Hitachi process. And that was very important to for me that it does not happen again.

Q You got these papers, you were upset. You sent the fax. And you heard from Lou Mastriani that day or the next day, right? You talked to him?

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A I said possibly, probably, a week later or maybe two, could be earlier.

Q If he testifies that he talked to you, you are going to agree that you had a conversation at some point; is that correct?

A We had a conversation at least within two weeks.

Q With regard to the fact that you were sued in Idaho and with regard to the fact

weeks that it was you personally, you had that conversation, whether or not it was two

later, you recall that?

A I can't exactly recall what was the purpose of the telephone conversation. Either that I call Mastriani for one reason or another or he called me. But at that telephone conversation, I got confirmation that this February 19th instruction has been received by AMS.

Q Right. You got confirmation that exhibit, that Lans exhibit six, your fax which you say says what your will was, was received by Mr. Mastriani?

A That is correct.

Q Would you agree that you wanted to have yourself replaced as a defendant in the Idaho case with the Uniboard Company. Do you recall that?

A I can't recall that. But I for sure did not like to have my family involved in the court case.

whether Q Do you have a recollection of asking Lou Mastriani after you sent the fax, it was a week or two weeks later, that you wanted him to arrange to have Uniboard replace you as a defendant in the Idaho litigation. Do you recall having conversation along those lines?

A No.

Q If he testifies that he had such a conversation, are you going, is it your position that it never took place?

A I can't recall that conversation. I can't recall that conversation.

Q Let me see if some other things refresh your recollection. Do you remember telling him that the license agreement was signed by Uniboard and IBM even though you were

still the registered owner, do you remember having that conversation with Mr. Mastriani?

A I can't recall it but most likely I had such conversation because that was my opinion.

Q Right. Because you had given the IBM agreement beforehand, right?

And do you recall Mr. Mastriani -- Do you recall having a conversation where Mr. Mastriani explained to you that he could not, could not change from Lans to Uniboard because the

ownership was still in the name of Lans, do you have a recollection of that conversation?

A I have no recollection of such conversation.

MR. HAINLINE: Excuse me. I think the question that was asked and then run over that Mr. Lans did not answer was, because you had given Mr. Mastriani the IBM agreement, didn't you. And then he started with another question before he could give an answer.

So that's the question where Your Honor said, had you answered that question.

MR. HANDLEMAN: Your Honor, I'm prepared to move on. I thought he --

MR. HAINLINE: He didn't answer.

MR. HANDLEMAN: Let him answer the question then. I'm sorry if I interrupted.

BY MR. HANDLEMAN:

Q The question is do you recall giving Mr. Mastriani a copy of IBM agreement before

that fax, correct?

A I gave Mr. Mastriani a copy of the agreement at an early stage at least before September or at September 1996.

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Q All right. Thank you. Turning your attention, Mr. Lans, to the question of this January 29 e-mail which is, which you testified that you sent to AMS relating to the answers

to interrogatories. Do you remember that particular e-mail? Do you remember the e-mail

where you said, the answers are fine but I could change it a certain way. Do you remember

that one?

A Yes.

Q You say that that supports your view that the ownership was in the hands of Uniboard, correct? Is that what you testified to today?

A I got the information from Mr. Mastriani that, if you are a registered owner and if you own Uniboard, then you are the owner. And I accepted that explanation That was

the reason why I, in February 1997, requested to change registration. And I wrote in order to make this clear, it was important to me to make this clear. That is the reason why

I wrote this fax.

Q Let me ask you this. On Lans exhibit, we are now talking about the Answers to Interrogatories. You sent an e-mail January 29, 1999 which I think is Mastriani exhibit 18, where you

said, and I'll read it to you: I have studied the document, and it is correct, those were the draft Answers to Interrogatories; however, the response to interrogatory ten could

Uniboard maybe be changed from, quote, I am the owner of the 986 patent to the company

as the company of the patent rights. Patent is still registered in Hakan Lans' name.

Correct?

A Yes.

Q Isn't it a fact, Sir, that you actually signed the verification for the Answers to Interrogatories and forwarded that to Delphi before sending this fax to Mr. Lans, I mean, to Mr. Mastriani, do you have a recollection of that?

And A Everything happens at the same time almost. Now we're talking about hours.

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it is very difficult for me today to say which hour or which message was sent first. I think it is almost at the same time.

Q Let me direct your attention if I could to Lans exhibit 32 in your book and ask if you would take a look at that document.

A This one, 31?

Q Thirty-two.

A Thirty-two?

Q Right.

MR. HAINLINE: I'm sorry, Your Honor. I'm confused. I don't have a Lans, I don't believe I have a Lans exhibit 32. Is this the special intervenors book or a Lans exhibit.

THE COURT: It is the large book.

32, MR. HANDLEMAN: It is the large book, we've moved in 30, 31 and 33. It is

the last one in the book.

MR. HAINLINE: Okay. It is today's intervenor's book.

MR. HANDLEMAN: Yes.

MR. HAINLINE: Thank you.

BY MR. HANDLEMAN:

Q Mr. Lans, do you see that document?

A Yes.

Q That is your signature, is it not?

A It is.

Q It says January 28, 1999?

A That is correct.

Q Do you know if that is a mistake, if it was really January 29, if you can remember?

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

Q What it said here is, I have signed the document and will send you the original.

Correct?

A Yes.

Q And the attachment is the verification that you signed for the Answers to Interrogatories? Look at the next page. Correct?

A I don't know.

Q Did you look at the second page of exhibit 32? There are two pages. Is that your signature on the verification?

A It is my signature.

Q And you in fact, did you not, send that document out to Mr. Mastriani, correct?

A Yes, I think so.

Q And in the second paragraph of the first page, you talked to Mr. Mastriani about you have a significant tax problem. Correct?

A That is correct.

Q That's because you were getting taxed and you couldn't get the credit from Uniboard, correct?

A That is correct.

Q That was of concern to you?

A That is correct.

Q Now, when the Gateway Motion for Summary Judgment was filed that had the assignment, you believed, and that was in August of '99, do you remember that? If I tell you in August of '99 Gateway filed this motion and they attached the assignment agreement, would you accept that?

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A Yes, I think so.

Q When you got that document, when it was sent to you by my client, you thought that you were still the owner of the 986 patent; is that correct. Let me strike that.

When you got notification that the Motion for Summary Judgment was filed and it attached the assignment document, you thought that I, Lans, was the owner of the patent and not

Uniboard. Isn't that correct?

A That is correct. Because I had been told that the registrated owner is the owner

in the United States.

Q So, the registration owner is the owner in the United States and therefore, you thought you owned the patent personally, correct?

A Unfortunately, yes.

Q And when you got the assignment, you knew that you had assigned your rights to Uniboard, from you to Uniboard, you knew that, right?

A That is exactly what I told, what we discussed in 19 --

Q But you knew --

MR. HAINLINE: Your Honor, I'm sorry. Could he stop interrupting Mr. Lans?

THE COURT: I thought he answered the question.

MR. HAINLINE: He has not answered the question, he is apparently, he interrupts so he can't finish his answer. I object it.

THE COURT: I'll let you finish your answer, Mr. Lans.

THE WITNESS: Okay. Can you say again.

MR. HANDLEMAN: Yes.

BY MR. HANDLEMAN:

Q When you got the Motion for Summary Judgment and the assignment documents attached

to it, you knew that you had signed that document, that is to assigned the document

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1989, from you personally to Uniboard. You knew it was the document that you signed in right?

A I knew that I signed three documents. And this has been discussed before. And that was one of them, signed at IBM's office, one of the two.

that Q Okay. Well, when you got that document, you advised Mr. Mastriani and Delphi

that was not true, that you owned the patent and that Uniboard only had the rights.

Isn't that correct?

A That was my belief because --

Q And it's--

A Can I finish?

that he MR. HANDLEMAN: I thought it was responsive, Your Honor. I would ask

not explain.

THE COURT: I think the question has been answered.

THE WITNESS: Okay.

BY MR. HANDLEMAN:

Q So, I show you exhibit five in your book. And ask you whether or not you sent that e-mail.

A Dated August 10.

Q Yes, August 10, 1999. You sent that e-mail, did you not, to Mr. Mastriani with copies to Utterstrom, correct?

A I do believe so, yes.

number of MR. HANDLEMAN: Your Honor, with Your Honor's indulgence, I have a

will give documents that I would put on as demonstrative evidence, if I could summarize it, I

copies.

THE COURT: You may.

MR. PARTRIDGE: Your Honor, before we begin questioning on it, may I approach?

THE COURT: Yes.

BY MR. HANDLEMAN:

Q So, Lans exhibit five from your deposition where you've seen before, you sent an e-mail because you got a fax, did you not, from Mr. Mastriani dated that same day, August 10,

Isn't that asked to you explain what happened, why there was an assignment document.

that correct?

A Yes.

Q And you said, did you not --

A I remember that Mr. Mastriani also called me at the same time.

Q He called you, right?

A Right.

Q Because didn't he call you after he got the Motion for Summary Judgment telling you he was very surprised to get that document?

A Yes, that is what he told me. I also was surprised because we had talked about that before.

Q But he called you up because he wanted an explanation for the assignment document

that was attached to the motion, correct?

A I don't think it was a question of having an explanation because that had been discussed before.

Q But he sent you a fax which you responded to that same day, February 10, correct, he sent you a fax because you said "referring to your fax dated August 10," correct?

A Do you have the fax here?

Q Yes, I have the fax, I have a document. But I'm asking you, you said "referring

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to your fax dated August 10."

A Okay.

Q Okay. You referred to a document that you received from him, correct?

A I do so, yes.

Q And in this particular exhibit, you said that this does not affect the IBM agreement and the later agreements because Uniboard has the financial rights in opposite to the

patent right, isn't that correct? Didn't you said that in this exhibit?

A That is what the document says, yes.

Q And the document says that, Mr. Lans, because you prepared this document, correct?

A Most likely I did, yes.

Q It says in here, does it not, near the end it said: "However the patent was not transferred to Uniboard so I have the right to sign on behalf of Uniboard. It is correct that I

have the financial benefit of the patent but I am also the owner of Uniboard." Isn't that correct?

A That is correct.

Q You then sent a document, take a look at exhibit 15 if you would. All right.

Exhibit 15. Isn't it a fact, sir, that that is an e-mail from you to AMS dated December 7,

1999. Correct?

A Yes.

Q You were sending a message to Lou, this is just to Lou, right, correct?

A That is correct.

Q You prepared this. Nobody else prepared this document, you prepared the document, correct?

A Probably.

Q You didn't have any reason to believe that anyone other than yourself, Hakan, sent

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this document, correct?

A Some of the document I've sent has been prepared by Delphi. But I don't know.

Q This document says my lawyer Gunnar Berg informed me that the patent has not been transferred to Uniboard. Right?

A That is correct.

Q Okay. All right. And you also--

MR. HAINLINE: Objection, please. Under the completeness rule, could he complete that sentence?

MR. HANDLEMAN: Yes. I would be happy.

MR. HAINLINE: Beginning with "By the fact."

MR. HANDLEMAN: By the fact that I, that the transfer was not registered in accordance with the Swedish, all right?

THE WITNESS: Okay.

MR. HANDLEMAN: It said "I have never had the agreement between you and Uniboard. And Berg told me that the agreement did not include a patent transfer. That Swedish

patent office has told me that I am from legal point of view, still the owner of the patent. Isn't that correct that you stated that?

THE WITNESS: That is correct.

BY MR. HANDLEMAN:

Q Take a look at exhibit 22. Let's look at the one on the bottom. December 17, 1999, you sent an e-mail to Lou, to AMS, to Delphi. In it you say the following: I am fully convinced that Hakan Lans owns the patent, not Uniboard. Did you in fact say that?

A I did so.

Q And it is because?

A And it is because I was the registered owner.

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Q This was truth when you wrote this, correct?

A I think this is the truth.

Q That you were the owner of the patent, not Uniboard, correct?

A If it is correct that's what I had been told that --

Q My question is real simple, it is not about what you had been told. Is it correct when you wrote down that "I am convinced that Hakan Lans owns the patent and not Uniboard"?

A It is correct that I was convinced. But I don't know if this is correct from legal point of view according to U. S. law. That, I don't know.

Q That's fine. Let take a look at the e-mail above it. The same thing, exhibit 22, from you, December 20, three days later, to AMS and Delphi. In here, you say, the patent has not, near the end, it says the patent has not been transferred to Uniboard A.

B.

The problem is to prove it. Okay. That's your words, isn't it?

A That is correct.

Q And that's your words and your instructions to your lawyer AMS, correct?

A That is correct. That is my belief. That is what I would like them to investigate.

THE COURT: What is the exhibit you just referred to.

MR. HANDLEMAN: I'm sorry, it is 22. There are two document on 22. Mr. Lans

testified as to the first one, December 17 e-mail. Then the second one is the December

20 e-mail he just addressed. Lans exhibit 22 from his deposition.

THE COURT: This is in the big book?

MR. HANDLEMAN: Yes. In fact, it is the first document after, it ends at Lans 21. And 22 begins the first of series of documents that were in some other places,

that's why it says three. But that is in as a result of, that was in the intervenor's

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prehearing brief that was in the case.

THE COURT: All right.

MR. HANDLEMAN: I certainly would move in 22 into evidence. Any objection?

MR. HAINLINE: It is already.

THE COURT: It's in.

MR. HANDLEMAN: Yeah, it was already in.

BY MR. HANDLEMAN:

Q Mr. Lans, why don't you take a look if you would, at Lans exhibit 17 from your

deposition which is in the booklet right in front of you.

Do you see that?

A Yes. June 27.

Q June 27, 2000. You say in here, quote, it must be some misunderstanding. Many people know including IBM that I have never agreed that the patent has been transferred to

Uniboard A. B. Unquote. Do you see that?

A Yes.

Q You agreed with this e-mail going out, did you not?

A Yes, I did.

Q Take a look at exhibit 19 which is right in your book there. That's another e-mail from you, September 1, 2000, to Mr. Mastriani and Mr. Utterstrom. This is you sending

this lengthy e-mail; right? You sent this.

A Yes, I did.

Q In this you say, I as an individual have always paid taxes --

A Sorry. It is at 19?

Q Yes. Exhibit 19. I'm sorry. September One.

A September One, yes. You didn't start from the beginning.

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Q No, no. But you wrote this whole document, right?

A Yes.

Q You talk about Mr. Pitchka telling you what the law was and what you could and couldn't do, correct?

A Yes, he did.

Q Near the end of this document, you say, you've always paid taxes for the license. Do you see that in the last paragraph midway near the end there? I simply trusted all lawyers in the room. Do you see that section that you wrote?

A I have never believed --

Q "I as an individual have always paid taxes for licenses" because you always paid taxes for the licenses, didn't you?

A Where are you? Can you tell me which sentence?

Q It is near the bottom. The word title has another meaning for me, you give that explanation but you go on and say I simply trust that all lawyers, I as an individual have always

paid taxes for the licensees, right? The reason is obvious. I believe that I was the owner of the patent, not Uniboard. Unquote. Wasn't that a true statement when you sent it

September 2000?

A That is correct. I learned a lot during this trip.

Q You learned a lot during this trip. But on September 1, 2000, you said, did you not, I believe that I was the owner of the patent, not Uniboard, correct?

A Yes, with the definition I got.

Q But you also said, did you not, "I have never believed or agreed that the patents have been transferred to Uniboard." Do you see that right there? "I have never believed

or agreed that the patents have been transferred to Uniboard." Didn't you say that?

A That is correct. With the definitions I got because that's always to me, that

always been ambiguity.

Q Okay. That's fine. Let me ask you to take a look at exhibit 23 which is a March 3, 2001 e-mail that you sent. Do you see that? It says exhibit four on it because it is part of another filing?

A Yes.

Q That's a document you sent, correct?

A I think so.

You Q Saturday, March three to Mr. Mastriani, Schaumberg and Utterstrom. Correct?

say in here, do you not, that you believe that you are still the owner of the patent, you, Lans personally, correct?

A That's correct.

Q You also said in this e-mail that "I have never agreed that the patent title is owned by Uniboard." Isn't that correct, you say that in here?

A That is correct.

Lans MR. HANDLEMAN: I move that into evidence, Your Honor. That would be exhibit 23.

MR. HAINLINE: No objection.

MR. PARTRIDGE: No objection.

THE COURT: Admitted.

(Intervenor's Exhibit No. 23 was admitted into evidence.)

BY MR. HANDLEMAN:

Q Now, take a look at exhibit 18 in the book in front of you, three pages. Now, this is a letter that you signed and wrote Mr. Mastriani, Mr. Schaumberg, correct?

A Correct.

Q You asked them, first of all, you attached a copy of the draft letter to the

United States Court of Appeals for the federal circuit, isn't that correct?

MR. HAINLINE: I'm sorry, Your Honor. What number are we on?

MR. HANDLEMAN: Lans exhibit 18 from his deposition.

BY MR. HANDLEMAN:

Q Do you see the attachment is a letter that you wrote to the United States Court of Appeals for the federal circuit. Do you see that?

A I see that letter, yes.

Q Now, you drafted that, didn't you?

A I think Peter Utterstrom and I drafted this.

Q Peter Utterstrom and you drafted it but you blessed it. You said it was okay to send?

A Yes.

Q You sent it to Dear Lou and Tom, and you directed them, did you not, to forward this letter, the U.S. Court of Appeals draft letter to the Court. Isn't that correct?

A That is correct.

Q And in this letter you said on the third paragraph, you go to the second page, it says the following, "It has, however, been my personal belief as well as that of

Uniboard

A.B. that I have personally been the owner of the patent and that the corporation has

the

economic rights." "I and Uniboard are still of this belief." You said that, right?

A Yes.

Q And you directed your attorneys to send that to the U. S. Court of Appeals, correct?

A Yes, because I got the advice.

Q No. The question was did you direct your attorney, AMS, to send that document that you wrote to a U.S. Court of the Appeals. Yes or no?

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A Yes, I did.

Q Finally, in connection with this issue, look at exhibit 24 if you would, in your book, which was intervenors prehearing brief number five. Do you see that document?

A Exhibit five?

Q No, it is exhibit 24. This is marked exhibit five.

A Right.

Q This is an e-mail you sent on September 6, 4:26 P.M. to Lou Mastriani and Peter Utterstrom; correct? Right?

A That is correct.

Q And it says the following: The only patent that I, I Hakan Lans own is the 986 patent. Uniboard owns no patent at all and has never owned any patent, period. You wrote that in that e-mail. Isn't that correct?

A That is correct.

Q You wrote it, it was the truth as far as you are concerned, right?

A With the rules I got, yes.

Q You believed when you sent this e-mail to Mr. Mastriani September 6, 2001, that that was the truth, isn't that correct?

A That is correct. That is what I had been told.

Q And that is what you believed?

A Yes, I believe what the experts tell me. I have no own opinion, I trust what the lawyers are telling me.

Q Thank you so much.

If you would be kind enough to take a look if you would at exhibit 20, if you would. I would direct your attention if I could to the document exhibit 20, Mr. Lans, that starts with, it is called AMS, we call a Bates stamp 255820. It is near the end. It is your

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affidavit 255820 and tell me if you can, when you've found it.

A Is it exhibit 20?

Q Yes, exhibit 20. And it is declaration of Hakan Lans; Exhibit A. is attached to it. It is the seventh document. Do you see that document?

Now, that is an affidavit, if you go in three pages, that you signed, right?

A That is correct.

Q And you initial each page as is your practice. Those are your initials on the bottom?

A That is correct.

Q Paragraph nine, I'll read it. "Inasmuch as I understand that the assignment was valid I subsequently forgot that I had signed the assignment and declaration document."

Correct? You said that in that affidavit, isn't that correct?

A Not really. I received this affidavit. And I had a dispute about paragraph nine.

Q Let me ask you this. I understand that. But is it not a fact, sir, that you signed this document--

A With the explanation, I accepted the explanation and signed it.

Q You got a document, the third page is signed by you, under the penalty of perjury, Mr. Lans, August 22, 1998, you sign this document as being the truth, correct?

A Yes, I signed it because --

Q Yes or no, under the pains and penalties of perjury.

A I got a reasonable explanation about the word "forgot." And in this it is --

Q Mr. Lans, that paragraph number nine is part of this document you signed. Isn't that correct?

A That is correct.

Q Thank you. This clarification agreement, you believed, did you not, the October

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1989 clarification agreement, that that was valid, correct?

A I believed that that agreement was valid, yes. But I was told it was a non-valid document.

Q But you believed it was valid, correct?

A I believe so.

Q As a result of believing it was valid, you then believed that you owned the patent, personally, correct?

A I was told that the document was invalid. So I didn't know if this was a valid or invalid document.

Q Let me ask you to take a look at Lans exhibit nine in your booklet there.

THE COURT: Just a moment, counsel.

(There was a pause in the proceedings.)

BY MR. HANDLEMAN:

Q Do you have Lans exhibit nine?

A Yes.

Q Now. You sent this document dated November 5, 2000 at 5:29 P.M. to Mr. Mastriani,

Mr. Schaumberg and a copy was sent to Mr. Utterstrom. Correct?

A That is correct.

Q No questions about that, whatsoever, right? Correct?

A I don't think so.

Q You had a bunch of things attached to it. This was a summary. This was a memorandum that you, you got a translation, you had a bunch of attachments, documents that you

sent to my clients, correct?

A It said Peter Utterstrom wrote this summary.

Q You say "You will find a translation to summary I have made after request from

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authorities." It says that, doesn't it?

A That is correct.

Q And it says "This document is nothing but well known facts. Please send the document to the Court of Appeals." Right?

A That is correct.

Q You were talking about the United States Court of Appeals, correct?

A That is correct.

Q Now, if you go to the second page, the next page of the exhibit which starts with summary of the background to the issues regarding the ownership of the Colorgraphic patent,

that is dated October 8, 2000, the second page of that document.

A It is page three; here is the second page.

Q Do you have a page one of six?

A I have one of six and three of six.

Q All right. Let's do one of six. I want to talk about one of six. Do you have that?

A Yes.

Q One of six is Salsjobaden, October 8, 2000. That's your home, right?

A Yes.

Q Summary of the background?

A That is correct.

Q Now, in this document you say, "It is my opinion that the below summary clearly indicates that I--" Then it goes to number A. "Not at any point in time, had any intention to

transfer the ownership to the graphic patent--" It says that, right?

A That is what Peter Utterstrom wrote.

Q I know you said this in the deposition, that Peter Utterstrom did this. You

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didn't tell Mr. Mastriani, Mr. Schaumberg that somebody wrote this document for you; is that

correct?

A I do believe that they had contacts.

Q Simple question. Did you tell my client that this exhibit nine which you asked them to send to the Court of Appeals was written by Mr. Utterstrom, did you say that?

A I can't recall what I told them. But I got this with a proposal to send it.

Q Any place in this document, exhibit nine, is there any place that it says, I

didn't prepare this, Mr. Utterstrom prepared it. Is there any place that it says that?

A No.

Q And you agree with me, Sir, that you asked my client to send this to the Court of Appeals so we can prevent that they get the information from other sources. Isn't that correct?

A That is correct.

Q Can you find four of six in there?

A It says three of six, then five of six.

Q Look to see if you have a four of six after five of six?

A Yes, it is wrong order.

Q Eight point three. You say the only reason for this with Lans is that, Lans personally owns the patent, Uniboard has never been responsible for any tax payments. You are given, are you not, Mr. Lans, in this document, a summary of your reasons why you believe

that you, Mr. Lans have always owned the patent and not Uniboard; is that correct?

A That is correct.

Q Okay. Thank you.

Now, I believe you testified this morning that Mr. Mastriani threatened you with a lawsuit if you didn't do what he wanted you to do?

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A That is correct.

Q Did he threaten you over the phone?

A Yes, he did.

Q Did you talk to anybody about that threat?

A Maybe I should correct and say threat, he told me that it was the subject for a lawsuit against me.

Q Did my client, according to your testimony, threaten you?

A That is the way I interpreted the information.

Q You didn't go to any lawyer and talk to them about that, isn't that correct?

A No.

Q You didn't write any letter at all to Mr. Mastriani, isn't that correct?

A That is correct.

Q You didn't fire Mr. Mastriani in the law firm for making the threat. Isn't that correct?

A That is correct.

MR. HANDLEMAN: I will be finished in less than five minutes, Your Honor.

BY MR. HANDLEMAN:

Q Are you familiar with a gentleman by the name of Erik Moberg, do you know the name?

A I know the name.

Q Never met him?

A I met him 30 years ago.

Q He writes in Sweden, right, he is an author?

A He is a quite famous person.

Q He has a web site, doesn't he?

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A Yes, he has.

Q You are familiar with that web site?

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A I have been looking at that web site, yes.

Isn't  
Q You had been looking at the web site. Okay. Isn't it a fact, sir, that you actually provided information to Mr. Moberg in connection with this litigation here.  
that correct?

asked  
A I have not provided him with any information other than official document he me to send. I told him that I can not give you any information. I cannot talk about an ongoing court case. He told me that he is authorized to get documents from this court.

He has been registrated in this court.

Q He has been registrated in this court and he has contacted you, right? And you've talked to him?

A He has called me.

Q Right. And do you remember testifying in your deposition that you told him that he called you for information and you provided him some information?

A I provided him with the official documents. I told him that I cannot give you any additional comments or documents. But he said you can give me the official document.

And I said I can give you a publicly available documents you asked. That's just a few.  
this  
Most of the documents he got from other sources. I don't know if he got them from court or what public available sources elsewhere.

Q But you read his web site. In fact, take a look at --

A I did not.

Q Twenty-five.

A I did not read his report.

Q Let me ask you this. Take a look at it. Look at exhibit 25, Lans exhibit 25

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crime." which in English says, "The judgement against Hakan Lans is a planned judicial

A I've been reading very, very briefly through this document. I decided not to spend any time to get information or speculations because I like to stick to facts. I will

read this when this court case is over. I think that is the best thing to do.

Q You've agreed that you have scanned this at least, looked at it.

A Scanned.

Q Is that a good word, scan?

A Yes.

Q You provided him to use your word, some official document, correct?

A Yes, very, very few.

Q But you provided him some, what you call official documents?

A He asked me, well, that document is official.

Q Okay. And you confirm some information from him, isn't that correct?

A No.

this Q He knew that Judge Penn was the judge in this case, Mr. Moberg, he knew about case, correct?

A I think he has been reading a lot about this case. That is my impression.

because Q Now, you are aware, are you not, that Mr. Moberg claims you lost this case

of some planned crime. Are you aware of that?

A That is what I have heard.

you  
Q You also are aware that he blames the Court system and this very Court for why  
lost, are you aware of that as well?

A I had decided not to participate in any speculations. I have no own opinion.  
That is the reason why I decided not to read any reports. I like to be neutral.

Q Let me ask you this. Do you, as you sit here today, believe that you bear any

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responsibility for what has happened, that you are sitting here today with a court order  
ordering you

to pay attorneys fees. Do you believe you bear any responsibility whatsoever?

A I don't think so.

further  
MR. HANDLEMAN: Thank you, Your Honor. I would at this point have no  
questions. But I would move into evidence exhibits 28 to 33. I already moved in  
those.

Twenty-eight, 29, 25, 22 to 25 were the briefs. So I want to move, that we attached.  
So I would move 22 to 25 has been before the Court. I would likewise move in 26, 27  
which would take me through 33. And I have no further questions if counsel does not  
object.

THE COURT: Any objection?

MR. HAINLINE: I object to 25, Your Honor. This witness didn't write it. I  
don't know what the relevance is to the proceedings here of the opinion of a journalist,  
whatever the opinion was, whether the decision was just or unjust, that journalist's  
opinion is  
not relevant.

MR. HANDLEMAN: Your Honor, I believe it is a public document. It should  
be

admitted. He looked at it. There is no way in my opinion, you could read this document

without knowing that some of this information had to come from only one source, Mr. Lans. So

I believe it should be admitted for what it is worth, Your Honor.

THE COURT: You are opposing the admission of it.

MR. HAINLINE: I am opposing it.

THE COURT: Other counsel.

MR. PARTRIDGE: I don't have a position, Your Honor.

MS. PLOEGER: I also think it is an irrelevant document.

THE COURT: Not received.

(Intervenor's Exhibit Nos. 22, 23, 24, 26 and 27 were admitted into evidence.)

MR. HANDLEMAN: I have no further questions. I thank you for your indulgence.

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THE COURT: Counsel at this point we will take a 15 minute recess.

(A brief recess was taken.)

MR. HANDLEMAN: Your Honor, I have marked as exhibit 34, that is the compilation. I would mark this as exhibit 34 and move it into evidence.

MR. HAINLINE: No objection.

THE COURT: Received.

MR. PARTRIDGE: No objection.

(Intervenor's Exhibit No. 34 was admitted into evidence.)

THE COURT: Counsel, before we go forward, let me say that we will begin told

morning at 9:30. I will advise you that tomorrow, the Court is actually in recess. It is not closed. It is just in recess. So, if it seems very quiet around here, don't be surprised. There may be, you may get a few more questions coming in because we copper-jacket many people coming into the Court on a recess date. But if we are ready to go, I

would think if we can finish up with Mr. Lans today if possible, that would be a good breaking point. And then we can go on tomorrow morning at 9:30, if I that fits with your schedule.

MR. HANDLEMAN: Thank you.

MR. HAINLINE: Thank you.

MR. PARTRIDGE: I think the examination of Mr. Lans hopefully will be quite short. I only have a few questions, Your Honor.

THE COURT: I'm trying to multiply "quite short" based upon the prior counsel's questions.

MR. PARTRIDGE: Your Honor, if you award points, I supposed short will actually be short.

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CROSS EXAMINATION

BY MR. PARTRIDGE:

Q I represent Dell Computer Corporation. Good afternoon. I have a few questions I would like to ask you. I would like to attempt to turn the clock back a little bit.

Sometimes I know that is difficult to do. But I would like you to go back to the time of the

IBM license agreement, if you can. So we're looking back into the year 1989. As I

understand it, you traveled to Amsterdam to negotiate that agreement?

A That is correct.

Q You were there with your lawyer, Mr. Berg, correct?

A Yes, that is correct.

Q And you were there for a couple of days to negotiate this?

A I think just one day.

Q And as I understand it from your previous testimony, the draft of the license agreement that came about during the course of that day was something that IBM had largely prepared. Is that right?

A That is correct.

Q And at the time the agreement was prepared, there was some discussion about who ought to be the licensor, correct?

A That is correct.

Q At that point in time, there was this assignment document, this first assignment document that was drafted, that conveyed title to your United States patent and some other patents to Uniboard, correct?

A Correct.

Q As I understand from looking at your deposition testimony and some of the documents, it is your belief that there were a couple of other documents that were prepared

about the October 1989 time period that related to the ownership of the patent; is that right?

A That is correct.

Q And you believe that there was some second document that was prepared at the time of the negotiations with IBM that modified the first contract; is that right?

A The agreement were signed within a half hour, correction, Gunnar Berg found something should be corrected, he talked to the IBM people and they wrote a second, modified version. And I was asked to sign.

Q In my review of documents in this case, and I must confess that I don't believe that we have received every document, have you seen this second document that you just mentioned? Is it something that has come up during the course of your work over the last year or so on this --

A No, I had not.

Q As I understand it, in Amsterdam, you then sign the license agreement. And you and Mr. Berg came home to Sweden. At that point there had been three documents prepared, of the original license agreement, then these two agreements that related to the ownership of the patent, right?

A That is correct.

Q And you came back to Sweden and some time during the month of October or November of 1989, but certainly before the end of 1989, there was a third document prepared that I think has been referred to as the clarification agreement?

A That is correct.

Q I have seen a clarification agreement that has been produced in this case. But

recall I'm uncertain whether or not that was the one you attempted to reconstruct. Do you  
that there was a point in time which you attemptd to reconstruct the clarification

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agreement?

A That is correct.

anyone Q So, what I would like to know is whether or not you ever found or whether  
original has found during the past year or so when you've been working on this matter, the  
clarification contract from 1989?

A The original has been found. I submitted it to this Court I think.

Q So, it is your belief that the document that your counsel attached to its brief  
along with a forensic expert's analysis is the original 1989 document?

A Yes, it is.

Q What I would like to now do is ask you, prior to getting into negotiations with  
Hitachi, in 1989, 1990 time period, what your understanding was, if any, as to the title,  
ownership, possession of right with respect to the patent at issue here. Are you with  
me so far?

A Yes.

Q I just want to lay the ground work. I have not asked my question yet. What I  
the would like to know, let me state it this way. Was it your belief and understanding post  
completion of the IBM agreement in the 1989-90 time period, that you personally  
possessed the registration of the patent, as you use that term, and that Uniboard  
possessed all

other rights related to the patent?

A Okay. Before the meeting with IBM in Amsterdam, there was no discussion about

Uniboard. And that Uniboard should be the owner. When I arrived to the IBM office in Holland,

my lawyer, Gunnar Berg --

Q I apologize for interrupting but I don't think you are answering my question.

A Okay.

Q Let me try it again because I don't want to go through that history. My question

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was post, after the completion of the IBM agreement, I'm trying to ascertain what belief

and understanding you had after the completion of the IBM agreement, after the completion

of the first and second assignment and/or ownership agreements and the clarification agreement.

We have now four agreements that we've discussed. And so, after all of those agreements had been prepared, I'm trying to understand what your belief or understanding was with

respect to who possessed what.

And my question is as follows. Am I correct that your belief and understanding at the time was that you had the registered title recorded with the Swedish patent office and

other patent offices, and that Uniboard possessed all other rights?

A That is my belief.

Q So at that point, Uniboard would have possessed the right to go out and grant

licensees, to collect revenues with respect to those licenses, to bring actions with respect to

those patent rights that it possessed all the rights except for the recordation of title which was in your name in various patent offices?

A That is correct.

Q A number of years later you entered into an agreement with Hitachi which we've discussed today. Do you recall discussing that with counsel here today?

A That is correct.

Q When you entered into a Hitachi license agreement which was in the 1994/95 time period --

A Correct.

Q -- you and that point became the person who granted the license to Hitachi, correct?

A That is correct.

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Uniboard Q Were there any agreements that were prepared between, individually, and

that now allowed you instead of Uniboard to actually grant the license to Hitachi?

Supreme A Okay. When the Hitachi case was settled, I think it was 94/95, then there was still an ongoing process in Germany. Hitachi has filed in my name, in the German

Court for a second time an appeal because they lost. And then they like to settle the case.

And by the fact that the case in the supreme court was filed in my name, they settled the case in my name rather than Uniboard.

Q I understand all of that. Now I'm taking the next step. Because, when you then

get to settlement with Hitachi, your name now appears in the license agreement.  
Correct.

Is that right?

A Yes.

Q So, if your belief and understanding post the IBM agreement was that you possessed

recording rights and Uniboard possessed all other rights, in order for you to grant rights to Hitachi, would you agree that you needed to get some rights back from Uniboard in

order for you personally to grant a license to Hitachi?

A If the clarification contract is a valid document according to you is law, I think both I and Uniboard can grant licenses. That was at least the intention.

Q So your belief and understanding at the time of the entering into of the Hitachi agreement was that both you and Uniboard, you personally and Uniboard as your company had the

right to grant licenses to other parties?

A That is correct, sir.

Q Is that the advice you received from your counsel in Sweden, Mr. Berg?

A That's true.

Q Did you receive that advice from other lawyers or were you relying principally my upon Mr. Berg for that belief?

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A I talked both to Dr. Pitchka in Germany and Dr. Grennberg and the lawyer Berg. And they had slightly different opinion of different things. So, I finally decided to rely on Gunnar Berg.

Q Let's move the clock ahead little more and let's go to the 1996. As I understand it, during 1996, your relationship with AMS began with some initial correspondence, e-mails in the early part of that year, correct?

A That is correct.

of Q Then there was this meeting in May of 1996 followed by a meeting in September 1996, correct?

A That is correct.

Q And in the meetings, in May and September of 1996, were you present at both?

A Yes.

Q Physically present at both?

A Yes.

at Q You were present at the meeting in Washington, D.C. in May of 1996 and present the meeting in September of 1996 in --

meetings A In May '96, the meeting was held at Delphi's office in Stockholm. So two in Stockholm.

Q Both meeting were in Stockholm.

Now, as I understand your testimony earlier today, you had some reluctance -- do you understand that word, reluctance? You were concerned about saying too much about the

IBM agreement at the May meeting because of the confidentiality agreement in the agreements?

A That is correct.

a Q Some time between May and September of 1996, that issue was resolved because

copy of the IBM agreement was given to AMS, correct?

A That is correct.

Q And so, at the meeting in September of 1996, you no longer had a reluctance, a concern?

A No.

Q About talking about the IBM agreement?

A No.

Q So, any questions that you were asked at the September 1996 meeting, you were willing to answer with respect to the IBM agreement. Is that right?

A Absolutely correct.

Q Were you actually asked some questions about the IBM agreement?

A Yes.

Q You were asked some questions about the Hitachi agreement?

A Yes.

Q Were you asked any questions about whether or not at any point in time prior to September of 1996, the rights related to your patent had changed hands between you and Uniboard

or anyone else?

A I explained, there were questions why the IBM agreement was signed with Uniboard.

And how come that Uniboard has the right. I said that was for tax reason, an agreement

has been signed between me and Uniboard. And then I said in fact, two agreements at the IBM office because they made an error. And in order to clarify the uncertainty, and

there this is the recommendation from Dr. Pitchka, I wrote the clarification document. So

were three. And they asked me if I had them in my possession. And I said they're in Gunnar Berg's archive.

Q So, your recollection of the meeting in September of 1996, and I'm asking you to

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that turn the clock back and put yourself in that meeting, is that you discussed the points

you just mentioned to me in your answer?

A That is correct.

Sweden, Q Did you tell them at that meeting that Mr. Berg was still practicing law in

he was still alive; did they know that in that meeting, based on your interaction with them? You can't know what was in their minds but based on what occurred at the meeting,

was it your impression that they could always go and ask Mr. Berg?

A Yes, he was a healthy person. I was surprised when I heard in '97 that he died. So there was no way we talked about that. And it was excluded that someone talked to

living person.

time Q I would like to know something about your habits and practices in the 1996/97

period, with respect to the retention, the keeping if you will of documents. Are you with me so far?

A Yes.

Q What was your practice in that time period, for keeping legal documents?

A Because I was so overloaded, I found it important to have people to trust and to

help me. So for that reason, I believed that it is much safer that the lawyer keep documents or a accountant because they have safes, et cetera. And they have procedures.

Q I'm sorry, I may have interrupted you. Did you complete your answer?

A Yes, yes, I did.

Q So, respect to originals, do you know what the original of the document is?

A Yes.

Q With respect to originals, was it your practice at the time to have your lawyers, your accountants and others keep those documents?

A That is correct.

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Q With respect to the annual reports of Uniboard, I gather that annual reports of Uniboard have been prepared virtually every year since at least 1989 if not earlier, correct?

A That is correct.

Q Who generally prepares those reports.

A At that time, in 1989, it was Mr. Gyllenhoff. Then he become retired. And Ms. Ekefjard, which is a public accountant, took over.

Q So your accountant prepared the reports?

A Yes.

Q Did you provide information for them on which they could base the reports?

A Yes, I do. But usually they have the information. They have much more information than I because I'm not a business man. I'm just a scientist.

Q Did you provide your accountants with copies of the IBM agreement and the three

documents, the clarification documents and the other transfer documents that we discussed?

A The clarification contract was given to the accountant Gyllenhoff and a faxed copy to Gunnar Berg.

Q And the IBM agreement, was that given to your accountant?

A Gunnar Berg had a copy. And I had the original. The reason for that was for tax reasons, if necessary to have original. But the accountants said we don't need that. So what happens, that I have the original of the IBM agreement. I found a reason to send it to Gunnar Berg.

Q Let's go back to the May and September 1996 meetings. I sat here today and listened to how you answered questions from both counsel. And I've looked at your documents.

And I wonder if this is a fair statement of what you did in those meetings, given your busy schedule and your concern about being distracted in this matter. Are you with me so far?

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A Yes.

Q If they specifically asked you a question, you provided the question?

A The exact answer.

Q But if they asked questions for which you could give a answer and it didn't require you to do any more work, to go find more information, you didn't volunteer the additional information. Is that a fair characterization of what occurred?

A I think that is fair. It is necessary for me to save time. One exception, I

indicated that I possibly could talk to Gunnar Berg. And no one reacted that. But I got the statement from Mr. Mastriani, yeah, we have to look at that.

Q To your knowledge, did they ever come back to you and say, we would now like you to set up a conversation with Mr. Berg?

A No.

Q And the first time that anyone seemed interested in actually following up Mr. Berg, he was already dead?

A Yes. Since several years.

Q He had died in 1997. And I think there was an e-mail that was produced from December of 1999 where the Delphi law firm indicated it was going to contact his widow; is that correct?

A That is correct.

Q So, to the best of your knowledge, prior to the time he was deceased in March of 1997, no one from AMS contacted him about documents that might explain the arrangement of rights between Uniboard and you from 1989 allow the signing of the Hitachi agreement. Is that correct?

A No one as far as I know, tried to find any document prior to December 1999.

Q You testified about the amount of the money, revenue that has been generated and

provided to you and/or Uniboard in connection with your patent. You were asked a number of

questions about that. Do you remember that question?

A That is correct.

Q The amounts of money that were identified by you, did they included monies that are presently held by AMS?

A I don't know. I think that there has been some independent research on that and found that, I think it is 1.6 million U. S. dollars are missing from, and the account is lack of money. They have disappeared for some reason.

Q I don't want to go too far into this because I understand from listening to both of you, that there is a disagreement over the amount of money. Your view is that you may be owed as much as \$1.6 million, correct? Is that right?

A That was an independent investigation.

Q And the disagreement is over whether or not tax authorities owed are owed money by you or by your counsel in connection with their fee and there are a number of other disputes over the amount of money and who owes what to whom, correct?

A That is correct. It is very simple to explain it. If you like I can give you --

Q No, I don't need to go there. The point is there is a substantial amount of money that is still sitting in a bank account which your former counsel, AMS controls, correct?

A That is correct. The settlement from Compaq is still in the United States.

MR. PARTRIDGE: I think I'm finished, Your Honor. Thank you, Your Honor.

THE COURT: All right.

Gateway?

MS. PLOEGER: Gateway has no questions, Your Honor.

THE COURT: All right. Counsel.

REDIRECT EXAMINATION

BY MR. HAINLINE:

Q Dr. Lans, in intervenors number 34 which is chart that is next to you, the earliest date on that chart is 1999. Is it not?

A That is correct.

Q After the lawsuit was filed?

A Yes.

Q And after Gateway made its motion?

A That is correct.

Q Do you know the difference, if there is one in U.S. law, between the words transfer and the word assign?

A No, I don't know any difference between these two words.

Q Would you look at intervenor's exhibit 23. It is in the book that Mr. Handleman gave you.

A Okay.

question  
my  
Unquote. Do  
you see that?

Q Mr. Mastriani writes on March 5, 2001: Additionally, although you may now what you transferred in the past, you stated in the October 19, 1989 assignment that you, quote, sold, assigned, and transferred to -- and then in brackets -- Uniboard, all right title and interests, closed quote, in the 986 patent. Under U.S. law the clear language of that agreement left you with no interest whatsoever in that patent. Do you see that?

A Yes.

Q Now, let's turn back the clock a bit, back from '99 and 2000, which are the dates in 34, to before the lawsuit was filed in February 1997. Would you look again at exhibit six. Exhibit six to your deposition that is also exhibit six in Mr. Handleman's book.

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Mr. And you wrote on February 19, 1997, Mastriani -- before the lawsuit was filed to

Mastriani, quote, The patent has been transferred to the company for many years ago and the agreement with IBM was made with Uniboard. Unquote.

Now, at this time after you sent this e-mail, Lans exhibit six to Mr. Mastriani, did he tell you that, if you in fact had assigned and transferred the patent to Uniboard, that under U.S. law, you would have no interest whatsoever left in the patent? Aside from what he wrote March 5, 2001, had you ever heard that from Mr. Mastriani?

A We didn't talk about the relation between Lans and Uniboard after February 19.

Q My question is, did he ever tell you, now I'm looking at after you wrote the February 19 letter, that if you in fact had transferred your patent to Uniboard, that you would have no rights left in the patent, did he tell you that?

A No.

Q Did he ever tell you that if you had assigned and transferred, add this other word, assigned, that somehow that would make a world of difference and you would lose all your rights?

A No.

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Q Now, I think you said just a minute ago to Mr. Partridge that, when you offered in September 1996, when you offered to Mr. Mastriani and Mr. Utterstrom to go and get documents from Gunnar Berg, I'm not sure how they responded. What did they say in response to

your offer to get documents from Gunnar Berg having to do with the IBM license agreement?

A They acknowledged that I gave them the information. But at that time, it was of no importance I believed. And I got it--We have to look at that.

Q That's what I want to know, what they said. Did they he say go ahead and do it?

A No.

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Q They said we have to look at that?

A Yes.

Q And they never asked you to do it?

A No.

Q Let's look at intervenor's exhibit 32. The second page of which is a verification. Now, did you send this verification signed to Mr. Mastriani without the document attached to it that you were verifying?

A The document was not signed according to this fax. It should be sent later.

Q Look at the second page and you will see that you've signed the document. Do you see that?

A Yes I do.

Q This is your signature?

A Yes it is.

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Q Did you send this to Mr. Mastriani?

A Possibly I did.

Q Did you send it without the document attached to it that you were verifying?

A I can see so, this fax that it has been sent by Delphi.

Q By Delphi, all right.

A Delphi on the top.

Q Let's talk about one other thing before the lawsuit was filed. If you would look for a minute at the other book, the book of exhibits to your deposition. It is a black book. Exhibits to Hakan Lans deposition. Please go to Hakan Lans exhibit 12.

This is a memorandum to you from Mr. Schaumberg at AMS attaching a couple of draft

letters, one to Mr. Gershuny at IBM and one of to Mr. Vorwerk in Hamberg. Did you receive the

original of this document?

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MR. HANDLEMAN: Objection, Your Honor, this is clearly beyond the scope of

direct examination. There was no discussion whatsoever, no cross examination on this issue

and it was not raised on direct. So I would object to any questions along this line.

MR. HAINLINE: It is responsive, Your Honor, to the notion, to the line of questioning about whether Mr. Mastriani was in a position to get documents from IBM. And he went

into that about, well, you didn't go to Gunnar Berg's file, you didn't give him this document, you didn't give him that. Two very short questions on this topic.

MR. HANDLEMAN: Your Honor, I still think it is clearly not -- beyond the

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direct. It is nothing that I went into. Whether it is one, two or five questions, it should not be allowed; so I would object.

THE COURT: I'll sustain the objection.

MR. HAINLINE: All right.

BY MR. HAINLINE:

Q Look back for a minute at exhibit six, your February fax to Mr. Mastriani. After telling Mr. Mastriani that you had transferred the patent to Uniboard, you say in order to

make this clear, do you see those words?

A Yes, I do.

Q What were you trying to clarify?

A First the ambiguity.

Q What ambiguity?

A The confusion during the IBM meeting in the agreement, the clarification contract,

that was one reason. The main reason is I didn't like to have my family involved.

That was the important thing. That was the main reason.

Q One last thing. See if I can find the document. I think it is exhibit 33.

Exhibit 33 is an e-mail that you wrote to Mr. Mastriani having to do with the translation of

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statements in the public record in Sweden about Uniboard. It's a loose piece of paper that was

handed up to you.

A Okay.

Q It has a stamp on it that says 33. And it is at August 2, 2001, e-mail to Mr.

Mastriani from you.

A It is a declaration 23.

Q No, 33.

A Okay.

Q Do you have it?

A Yes.

Q You say concerning the word "ager, it does not necessarily mean own the title, it can mean own the rights. Are you with me?

A Yes.

Q Is it fair to say that, in the public records of Uniboard, in their annual report, there was at the least some ambiguity as between you and Uniboard, who owned what with respect to the 986 patent?

A I think it is the first time. But it should be remembered that in Sweden its difference is of very little importance. So no one paid any attention to this, the accountant and others.

Q But if the issue was important to someplace other than the Sweden, is it fair to say that in the public record of company Uniboard, the annual report shows that there is some ambiguity about who owns what between you and Uniboard with respect to the 986 patent?

MR. HANDLEMAN: Objection, Your Honor. He is leading him now. Your Honor, he is leading him to get the answer that he wants. I think this being redirect, I would object.

THE COURT: Why don't you restate your question.

MR. HAINLINE: Thank you.

BY MR. HAINLINE:

Q When you say concerning the word "ager," that word is the word that is used in some of the annual records of Uniboard, at least 1990. Correct?

A That is correct.

Q And in your document, is it fair to say that it can have two meanings?

A It is possible, yes.

Mr. Q Let's look at one more document. At any time before the lawsuit was filed, did

Mastriani ever say to you that it would be prudent to clear up the ownership rights to the 986 patent before you or your company Uniboard started suing people?

MR. HANDLEMAN: Objection, Your Honor. That is clearly leading. We're beyond that point at this point. So I object.

THE COURT: I am going to overrule the objection. I'll take the answer.

THE WITNESS: No.

MR. HAINLINE: Thank you.

THE COURT: Any other questions?

MR. HAINLINE: No, Your Honor.

THE COURT: All right. Any other questions?

MR. HANDLEMAN: No, Your Honor. Thank you.

THE COURT: All right, counsel. That will do it for the day then. You may step down, Mr. Lans.

Mr. Lans has completed his testimony but he will be here tomorrow, that's correct?

MR. HAINLINE: Yes.

THE COURT: In the event I may have a question or two for you, Mr. Lans.

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MR. HAINLINE: He was asking Your Honor if he is allowed to talk to us tonight.

THE COURT: Yes, you may speak with counsel.

MR. HAINLINE: Thank you, Your Honor.

(Witness excused).

THE COURT: Counsel is there anything else before we recess for the evening.

MR. HANDLEMAN: 9:30 Your Honor?

THE COURT: 9:30 see you in the morning.

MR. HAINLINE: Thank you, Your Honor.

(Whereupon, at 4:25 p.m, the hearing recessed.)

## C O N T E N T S

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#### CERTIFICATE OF REPORTER

I, Lisa Walker Griffith, certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

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Lisa Walker Griffith Date