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

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Deposition of DAVID R. HOPKINS, a  
witness herein, taken by the Plaintiff as upon  
cross-examination and pursuant to the Ohio Rules of  
Civil Procedure as to the time and place and  
stipulations hereinafter set forth, at the offices  
of 2455 Presidential Drive, Bowler Room, Dayton,  
Ohio at 10:08 a.m., on June 21st, 2017, before  
Jamie S. Hurley, Court Reporter and Notary Public  
within and for the State of Ohio.

\* \* \* \* \*

QUICK REFERENCE INDEX

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NOT APPLICABLE

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APPEARANCES

ON BEHALF OF PLAINTIFF

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ON BEHALF OF DEFENDANT

Mr. Larry Y. Chan  
Attorney at Law  
Wright State University  
3640 Colonel Glenn Highway  
Dayton, Ohio 45435

ALSO PRESENT

Mr. Ron Wine

\* \* \* \* \*

1 WHEREUPON:

2 DAVID R. HOPKINS,  
3 of lawful age, a witness herein, being first duly  
4 sworn as hereinafter certified, testified as  
5 follows:

6 CROSS-EXAMINATION

7 BY MR. IGNOZZI:

8 Q. Sir, my name is Ken Ignozzi. And I  
9 represent Mr. Wine and his consulting group. I  
10 think you know that?

11 A. Uh-huh.

12 Q. This is a deposition, and basically I'm  
13 going to ask you questions under oath. If you  
14 don't understand any question, I need you to tell  
15 me so, and we'll work it out so that we understand  
16 each other, fair enough?

17 A. Fair.

18 Q. Well, first off, just for purposes of  
19 the record, could you tell me your name, please?

20 A. David R. Hopkins.

21 Q. And would you rather me call you  
22 Mr. Hopkins or Dave?

23 A. Call me Dave.

24 Q. Okay. Dave, well, where do you  
25 currently live?

1           A. That's a good question. I'm in the  
2 process of moving to South Carolina, so I guess I'm  
3 here in Ohio at Miamisburg in a condo but soon in  
4 the next week will be a permanent residence in  
5 South Carolina, so that's a long answer.

6           Q. Hilton Head?

7           A. That area, yes, Bluffton.

8           Q. Well, Dave, tell me where you're from.

9           A. I'm from Ohio. I was born in  
10 Portsmouth, Ohio, and I grew up in Elyria, Ohio up  
11 by Cleveland. That's my original place.

12          Q. And just to speed things along a little  
13 bit, could you tell me your educational background?

14          A. Bachelor's in physical education from  
15 the College of Wooster, Master's in mathematics  
16 from the College of Wooster, and a Ph.D. in  
17 exercise science from Indiana University.

18          Q. And are you currently working now?

19          A. Yes. I'm a fiscal faculty member now.  
20 I retired from the precedency in March.

21          Q. At Wright State, I assume?

22          A. Yes.

23          Q. And how long have you been associated  
24 with Wright State?

25          A. Fourteen years.

1 Q. And where were you at before Wright  
2 State?

3 A. Indiana State University.

4 Q. And how long were you there?

5 A. Fifteen.

6 Q. And in a nutshell, tell me what your  
7 responsibilities and jobs were in Indiana State.

8 A. Oh, I went there as a full professor as  
9 chair of a department. I was an assistant vice  
10 president, senior associate vice president, acting  
11 dean of the School of Business, so I had a variety  
12 of hats.

13 Q. And I know that you were a president of  
14 Wright State University for what period of time?

15 A. 2007, February 1st, 2017 to March 17th,  
16 2017. Prior to that, when I came here in 2003, I  
17 was the provost for, what, three and a half, four  
18 years.

19 Q. Can you tell me how it was that you met  
20 Ron Wine?

21 A. I recall that we were in the process,  
22 the BRAC, the Base Realignment Enclosure had just  
23 been completed in 2005, and we were trying to  
24 position Wright State to be a much greater economic  
25 workforce in the region, and we had created the

1 Wright State Research Institute, and we were  
2 looking to, how we could grow our impact in the  
3 region, the State of Ohio, and that was the preface  
4 to me meeting Ron who had been the president of the  
5 Dayton Development Coalition, so I recall that way.  
6 We were looking to really figure out how we can  
7 accelerate our impact economically in the  
8 workforce, so I don't remember the exact day, but I  
9 remember that Ron was brought or we were  
10 recommended that we have a discussion with Ron  
11 about how to do that.

12 Q. And then I assume there was some dialog  
13 which led into a relationship?

14 A. Yes.

15 Q. And when did the relationship with the  
16 Wright State entities begin?

17 A. The Research Institute was created in  
18 2007. I believe it was late 2008, 2009 that the  
19 relationship with Ron and his firm was established,  
20 I believe.

21 Q. And, as I understand it, the reason why  
22 the relationship began was, and at the time you  
23 were president?

24 A. Yes.

25 Q. In '08, '09?

1           A. Uh-huh.

2           Q. And, as I understand it, basically it  
3 was to grow and foster Wright State's presence in  
4 the community and the research community and that  
5 was consistent with the Research Institute recently  
6 created and all of that?

7           A. Well, to give you a bigger context of  
8 this, from what, the way I viewed it, we have a  
9 tremendous opportunity with the BRAC results. They  
10 were moving the human performance arm of the Air  
11 Force from Base Arizona from San Antonio, and what  
12 the Department of Defense was creating was a World  
13 Center of Excellence in human performance research  
14 right here at Wright-Patterson Air Force Base, and  
15 Wright State was uniquely positioned to be more  
16 competitive with our local industry partners in  
17 regard to that type of research.

18                       They were going to grow more  
19 research, do more research, and we had strong human  
20 factors programs, strong psychological program, our  
21 medical school, so we had a unique opportunity to  
22 help the region keep more of the research here, so  
23 that was the impetus for what we were doing.

24           Q. And, as I understand it, Mr. Wine  
25 worked, Ron worked very closely with you for many



1 years?

2 A. Yes. And what happened is we  
3 discussed, at the time in 2008 the State of Ohio  
4 was really, we were beginning the great recession  
5 right in the midst of it, maybe, and what the state  
6 was asking the University, public universities to  
7 do is get more involved in job creation, get more  
8 involved in how we can help our economy. And our  
9 conversations all across the state is, how do we do  
10 that with no funding? In other words, the state  
11 wanted us to do a lot of things, but they never  
12 came through with any funding, so some institutions  
13 were creating what they call their economic  
14 development arms, creating vice presidents,  
15 associate vice presidents, bureaucracies of that  
16 domain, and we talked about outsourcing it.

17 So that's what was, again,  
18 predating our conversations and what we did with  
19 Ron, but it was the idea that we were looking to  
20 outsource the work, not do it within because we  
21 didn't have all the expertise within.

22 Q. And you thought that Ron did?

23 A. Yes.

24 Q. And obviously that's why there was an  
25 agreement reached where he would work with you and

1 Wright State in that regard?

2 A. Yes. The original relationship was --

3 Q. That's what I was going to ask you,  
4 that's my next question. You knew it was coming.  
5 What was the original relationship?

6 A. It was with Wright State University at  
7 that time, was our Wright State Research Institute  
8 which is a department of the University. And so we  
9 brought Ron on, and I think the work was done  
10 through the institute, and his day-to-day work was  
11 with our institute, but yes. We brought Ron on to  
12 help us figure this out.

13 Q. And can you, well, how many people were  
14 in the, I guess the Research Institute at Wright  
15 State in the beginning of the relationship when Ron  
16 Wine came in?

17 A. It was truly a fledgling operation. We  
18 had Dr. Narayanan, I think, was the director. We  
19 may have had a few other people, but it was very  
20 new, and, again, the idea was to do more applied  
21 research, do more use-inspired research, trying to  
22 be the catalyst to connect local industry with  
23 opportunities of Wright-Patt.

24 We had been, as the State of Ohio  
25 and as a region, we had been doing poorly in

1 keeping a lot of the research opportunities and  
2 keeping them in Ohio, so we had just started. It  
3 was a shoestring operation that we started with  
4 back in 2007. I'm sure it was still very small at  
5 that time. I don't remember how many people were  
6 involved.

7 Q. After, well, tell me what was the  
8 original, and when this all started, when the  
9 formal relationship with Ron Wine and his  
10 consulting group started, what was the agreement as  
11 far as how he was compensated?

12 A. Ron was brought on on a retainer. And,  
13 again, I did not get into the details of that  
14 contract, but he was retained with a clear  
15 indication of how much he would be paid per month.

16 Q. Okay. And, as I understand it, WSARC,  
17 I'll call it WSARC, that was created, I think, in  
18 2011?

19 A. I thought 2010. You may be correct.  
20 It was right around there.

21 Q. Before that, what, like, do you  
22 remember what company went from, was it data, the  
23 data company came into --

24 A. Oh, yeah. That's a good question. I  
25 think it's Data Ohio which was a 5013-C separate

1 operation that was started, I think, in 2004.

2 Q. And was Ron involved in the creation of  
3 WSARC?

4 A. Yes.

5 Q. And, as I understand it, throughout the  
6 scope of the work that he did over all these years  
7 from 2008 or '09 until 2016, it encompassed the  
8 Research Institute, it encompassed WSARC, and it  
9 encompassed Wright State and you for many other  
10 things including strategic development?

11 A. Well, Ron's work was with Wright State  
12 at the beginning, but when his contract became part  
13 of the ARC, the Applied Research Corporation, his  
14 responsibilities and his work was directed and  
15 overseen by that, yes. I worked as part of a team,  
16 and we all worked together, but his compensation  
17 and his oversight came through the ARC.

18 Q. As far as his compensation, do you  
19 recall the basis for the compensation being a 5  
20 percent work share?

21 A. I recall that as we were working with  
22 Ron in the early days, he was involved considerable  
23 hours. Ron had other clients, and Ron, I think,  
24 made it very clear that he could not keep up this  
25 pace on this retainer which was, you know,

1 restricted pay. And so I recall, I think, Ron  
2 proposed, and Dr. Narayanan talked to me about it,  
3 a 5 percent workload, work share that he wanted to  
4 put in place. It would be with the ARC, and I  
5 remember saying to Dr. Narayanan that I'm fine with  
6 that as long as it's appropriate, it's legal, it  
7 isn't violating any guidelines of the federal or  
8 state contracts that we were receiving.

9 Q. Sure. And even before that, before  
10 WSARC with Data Ohio, do you recall his share being  
11 5 percent work share or whatever we want to call  
12 it?

13 A. No.

14 Q. You don't recall that?

15 A. No.

16 Q. Do you recall it one way or the other?

17 A. I don't recall it.

18 Q. Do you recall before Data Ohio was  
19 officially closed and WSARC was like, you know,  
20 started and created that the 5 percent work share  
21 was paid out?

22 A. I don't.

23 Q. You don't. Is it fair to say, and you  
24 tell me, was it fair to say that Mr. Wine's  
25 compensation throughout all of this was in arrears

1 to some extent just meaning that it was based upon  
2 the actual funding that came in?

3 A. No. I, my understanding was that it  
4 was a workload and that it was a guide to how much  
5 his firm could be engaged because from the  
6 beginning, I think we said to Ron that if we were  
7 successful, if we together were successful in  
8 building capacity, then we would engage his firm  
9 much more, which, I think, is what happened.

10 Q. And over time I believe you told him  
11 that you would find a way, whatever the right way  
12 of doing things is, to make sure that he got his  
13 work share?

14 A. I believe in working with Dr. Narayanan  
15 that his contract spelled out, I had nothing do  
16 with the contract. It was an hourly contract, and  
17 I'm sure that work share was considered, yes.

18 Q. Okay. Well, in the very beginning when  
19 the relationship was developed in '08, '09, was  
20 there any written contract?

21 A. All I know, there was a purchase order.  
22 I don't know how those details work, but that he  
23 would be paid on a monthly retainer. I'm not aware  
24 of a contract. There might have been something  
25 through the Research Institute that detailed what

1 kind of work he was going to do, a work plan, but I  
2 was not working in detail with that.

3 Q. And over the years you know that  
4 there's been different purchase order numbers that  
5 his compensation has gone through?

6 A. I know that now, yes.

7 Q. You do recall, I think that Mr. Wine  
8 also had involvement with the Dayton Regional STEM  
9 School?

10 A. Yes.

11 Q. And was his work-share agreement  
12 generally 5 percent on that as well?

13 A. I don't recall any work-share agreement  
14 on the STEM School. I thought it was part, my  
15 recollection is it was part of the retainer.

16 Q. Okay. Do you recall talking to  
17 Dr. Greg Barnhart in his office and with Mr. Wine  
18 asking him under certain circumstances because of  
19 the budgeting at the Dayton STEM School that he  
20 take something less than 5 percent to help them  
21 out?

22 A. I don't remember that.

23 Q. You're not saying it didn't happen?

24 A. I don't recall that.

25 Q. Okay. Are you aware that during the

1 approximately seven years or so that Mr. Wine was  
2 engaged through Wright State and the entities that  
3 the amount that he was compensated came out to  
4 almost exactly 5 percent?

5 A. No. I haven't calculated, 5 percent of  
6 what? I don't know --

7 Q. Of the money that came in.

8 A. I know what he was compensated, but I  
9 don't know how that dealt with the percentage.

10 Q. Okay. Now, as far as these, as I  
11 understand it, there were beginning in 2012 or that  
12 timeframe, there were six-month meetings, well,  
13 there are lots of meetings, thousands of meetings,  
14 fair?

15 A. Yes, many.

16 Q. But the meetings I'm talking about are  
17 the six-month meetings. Do you recall the  
18 six-month meetings with you and Ryan Finley and  
19 Narayanan?

20 A. I don't recall it being in six months.  
21 I remember it being in monthly meetings, yes.

22 Q. Do you recall being in meetings where  
23 Ryan would crunch all the numbers and explain the  
24 money that came in during the previous six months?

25 A. No.



1 Q. Were you at those meetings?

2 A. No.

3 Q. You don't think you were?

4 A. I don't know. I was not at any  
5 meetings where there was anything talked about  
6 crunched numbers, no.

7 Q. Were you ever at meetings where Ryan  
8 Finley had a piece of paper and he told, well, you,  
9 Narayanan, and Ron exactly what moneys came in as  
10 far as this work share and what should be billed --

11 A. No.

12 Q. -- by his firm for all of the work that  
13 he did for the related entities?

14 A. The only meetings that I was part of  
15 would be all about strategy. I was not in the  
16 details or implementation of the contract. All my  
17 conversations were strategic in nature.

18 Q. I understand. But you claim you were  
19 not at any meetings?

20 A. I was at meetings, yes, but not the way  
21 you described it, no.

22 Q. Okay. Well, how was it that, well, I  
23 assume you had discussions with Narayanan and Ryan  
24 Finley from time to time --

25 A. Yes.

1 Q. -- about how Mr. Wine's firm was  
2 compensated?

3 A. As I said, I talked with Dr. Narayanan  
4 at the beginning, and we talked about the 5 percent  
5 work share, and I didn't talk about it after that.  
6 It was not part of our conversations. That was in  
7 their domain through the ARC.

8 Q. Sure. Well, the ARC didn't exist back  
9 then. In the beginning there was no ARC?

10 A. No. But this was --

11 Q. This was before ARC where you're  
12 talking about?

13 A. No. I'm talking about after the  
14 existence of ARC when the contract was overseen by  
15 ARC.

16 Q. And you recall before the existence of  
17 ARC that the original engagement was based upon his  
18 5 percent work share?

19 MR. MATTES: Objection. Misstates  
20 his testimony. He said it was retainer.

21 THE WITNESS: No.

22 BY MR. IGNOZZI:

23 Q. Do you know how the retainer, upon the  
24 original engagement with Mr. Wine back in '08, '09,  
25 do you know how the retainer was based?

1           A. My understanding it was based on so  
2 many dollars per month. I don't know if it was  
3 hourly. I don't think it was hourly at that point  
4 because I know we shifted to hourly, but it was  
5 based on work needing to be done in that month, and  
6 I think Ron had multiple clients, so we were just  
7 one of many.

8           Q. And over the years since the beginning,  
9 you know that Wright State became his essential,  
10 his sole claim?

11          A. Right. He spent, and I think Ron was  
12 legitimate when he said, hey, I'm spending way too  
13 many hours or a lot of hours. And he did. He was  
14 relentless. He worked very hard to where it was  
15 really taking away from him having clients, and I  
16 think that the impetus, again, for the contract  
17 being changed to an hourly contract and allowing  
18 for more opportunities to be engaged.

19          Q. And you know, too, over the years since  
20 the beginning that he had to hire essentially more  
21 people to help with all the workload?

22          A. He shared that with me, yes.

23          Q. Did you deal with any of the other  
24 people that Ron Wine had hired to help out with all  
25 the scope of work being performed?

1           A. I remember meeting Dave Tillson, I  
2 think I had a conversation with Dave, yes. And I  
3 knew Missy was helping with the administrative  
4 work, his wife.

5           Q. I guess this next question I'm trying  
6 to ask you, do you have any understanding or  
7 impression on how it was that, like, where the  
8 funds came from to pay Mr. Wine for his services?

9           A. Yes. And I said --

10                   MR. MATTES: Hold on a second.  
11 Objection. Can we break that out into different  
12 years?

13                   MR. IGNOZZI: Well, I'm going to.  
14 But it's the same answer for both, but I'm going  
15 to.

16                   MR. MATTES: Do you understand  
17 he's asking where the money came from in 2008 until  
18 2015?

19                   THE WITNESS: No. I was thinking  
20 he meant after 2000.

21                   MR. MATTES: Objection to form.  
22 You can answer.

23                   THE WITNESS: Well, from 2008  
24 until 2012, that money would have come from the  
25 University. I don't know the details. It could

1 have come from our research overhead or F & A how  
2 we were funding it. I was very concerned about  
3 using money from the state, SSI or student tuition.  
4 So I'm sure we were trying to find research  
5 overhead money to pay during that time.

6 BY MR. IGNOZZI:

7 Q. I guess my question is, I know you're  
8 saying from 2012 onward it was through WSARC?

9 A. Yes.

10 Q. My question is as far as the source of  
11 the funds, do you know where that came from?

12 A. Well, my understanding, and what we  
13 said from the beginning was this needed to, as it  
14 grew that the funding should come from external  
15 sources, not the internal University sources. And  
16 so at that point in time it would be coming from, I  
17 assume, overhead from grants and contracts that we  
18 were winning. That would be my assumption, yes.

19 Q. Right. And that's part of the whole  
20 idea because in the beginning of, the start of  
21 this, there was no money to start all this?

22 A. No money, yeah.

23 Q. And that's why obviously the Research  
24 Institute to which developed into WSARC later, and  
25 the Research Institute is still there today?

1           A. Yes.

2           Q. Basically that was all created to  
3 generate revenue and jobs?

4           A. Yes. The, excuse me, the Applied  
5 Research Corporation, we were modelling everything  
6 we were doing after Georgia Tech, and so the  
7 Applied Research Corporation, we took that model  
8 from Georgia Tech University who had a research  
9 institute and Applied Research Corporation mainly  
10 to be able to deal with, at the speed of business,  
11 I guess, is the term people use to do some work  
12 with the National Air and Space, whatever it's  
13 called, NASIC for things that are very secured that  
14 we could work with. It became the contracting part  
15 of our organization. It was a contracting  
16 organization.

17          Q. And why was it that WSARC was created?  
18 What was the advantage or perceived advantage  
19 through WSARC versus the Research Institute?

20          A. My understanding was that, as I just  
21 said, part of what they call the black box research  
22 that's very secure, NASIC, to be able to work with  
23 industry and local business at a different speed  
24 where the primary impetus were creating it. That's  
25 my understanding.

1           Q. Can you describe for me how this  
2 project essentially, that started in '08 and '09,  
3 how successful was it?

4           A. Well, it was a potpourri of things in  
5 '08 and '09, but it was really focused on a pilot  
6 with the Human Performance Wing, and all that did  
7 not get bedded down until 2011, so we were just  
8 working forward, and I would say very successful, I  
9 mean, more successful than we had anticipated.

10          Q. And throughout the years, Mr. Wine's  
11 compensation grew accordingly?

12          A. As I look at it now, it certainly did.

13          Q. Well, we already talked about the fact  
14 that there was this 5 percent work-share idea. My  
15 question to you, was there any other percent that  
16 you're aware of other than the 5 percent?

17          A. No. The 5 percent.

18          Q. Who made the decisions in paying the  
19 work-share compensation for Mr. Wine's group as far  
20 as whether it came from this purchase order, that  
21 purchase order, Wright State, WSARC or whatever  
22 from time to time, who made those decisions?

23          A. I don't, I don't know. So I don't want  
24 to assume, but the executive director of the  
25 Research Institute and the ARC was Dr. Narayanan.

1 Q. He was director of both?

2 A. I think at one time, and then  
3 Mr. Finley became director of one or the other.  
4 There was, and Dennis Andersh became, so it was a  
5 mixture of people over those years.

6 Q. So, as I understand it, anyway, a lot  
7 of the people at the ARC were also connected to  
8 Wright State and the Research Institute?

9 A. I'm sure some were, yes.

10 Q. The director was with both Wright State  
11 and the ARC?

12 A. At one time, I believe, that is true.

13 Q. Okay. And Dennis, he came in in, what,  
14 approximate January of 2014, approximately?

15 A. I don't know.

16 Q. And he was executive director of WSARC?

17 A. I believe that's true.

18 Q. And executive director of the Research  
19 Institute?

20 A. There was a time where he became, I  
21 don't know if that's the date, but he became the  
22 overseer of both and that reported to the VP of  
23 research.

24 Q. And that's what I was going to ask you,  
25 too, because as I understand what you're saying,



1 the ARC was created really as another arm of Wright  
2 State to be able to accomplish the goals of Wright  
3 State?

4 A. It's an affiliated entity.

5 Q. Right. Another arm or however you want  
6 to say that?

7 A. Uh-huh.

8 Q. And I guess the leader at the time,  
9 whoever that was of the ARC, reported to Wright  
10 State. Who did they report to?

11 A. At that point in time, it was a  
12 separate entity entirely when we first started it.

13 Q. Sure. And it's still a separate  
14 entity?

15 A. Yes. It's affiliated. We have other  
16 affiliated entities of Wright State, but they were  
17 not reporting into Wright State.

18 Q. Who is the highest official at the ARC  
19 currently?

20 A. It would be Dennis Sanders.

21 Q. Okay. Who does he report to?

22 A. I don't know. I know Dr. Fyffe is a VP  
23 for research.

24 Q. At Wright State?

25 A. Yes. And there is a chart that would

1 show all this. So it may be the VP for research,  
2 Dr. Fyffe.

3 Q. And as far as you know, who was the  
4 current highest official at the Research Institute?

5 A. I don't know. I think, I don't know if  
6 it's different from Mr. Andersh. It may be the  
7 same thing. It's all changed in the last year.

8 Q. Who was the leader the last time you  
9 knew of Wright State Research Institute?

10 A. Well, Dr. Narayanan was the executive  
11 director at the time.

12 Q. And as far as all of the activities of,  
13 and I'm trying to ask you can you name the handful  
14 of people who was in charge of the Research  
15 Institute and the ARC?

16 A. Both?

17 Q. Yeah. Over the last --

18 A. Jason Parker, I believe, was a director  
19 of the Research Institute. I think Mr. Finley was  
20 a director of one or the other. I don't recall  
21 which of which, but the individuals involved were  
22 Jason Parker, Ryan Finley, Dr. Narayanan, Dennis  
23 Andersh are the ones that I recall.

24 Q. And yourself?

25 A. I was the president. I was not

1 directly overseeing this operation of the ARC, no,  
2 but the Research Institute, yes.

3 Q. Right. But did you work with the ARC  
4 on a regular basis?

5 A. I work with all of the people, yes.

6 Q. And oftentimes in these meetings you  
7 had Dennis who is the leader of the ARC and who is  
8 also leader of the Research Institute for some  
9 period of time?

10 A. No. We would be in meetings. We would  
11 have our whole team together. Those were the  
12 meetings that I attended which were strategic in  
13 nature.

14 Q. And over time, tell me if you know,  
15 like, Dennis, for example, he is the highest  
16 official officer of the ARC. Who was he paid by?

17 A. I assume the ARC.

18 Q. The ARC or Wright State, do you know?

19 A. I assume the ARC. I don't know.

20 Q. Okay. Was he also an employee of  
21 Wright State?

22 A. I don't know.

23 Q. Who would know?

24 A. Our HR people, human resources.

25 Q. Okay. And that was going to be my

1 other question is who made the decision in the  
2 background as far as accounting and how they  
3 shifted money from overhead and who is an employee  
4 and how they got paid and all that kind of stuff?  
5 Because I understand what you're saying. You  
6 didn't really deal with all that?

7 A. No, I did not.

8 Q. As far as you know, who, were you part  
9 of the decision-making process from time to time  
10 over the years deciding on, you know, who someone  
11 is paid by or how much overhead the ARC should pay  
12 or the Research Institute or the Research Institute  
13 should pay to the ARC and all those accounting  
14 issues?

15 A. No.

16 Q. Who was, as far as you know?

17 A. I don't know.

18 Q. Did you attend meetings where that was  
19 a topic?

20 A. No.

21 Q. You got involved in the macro picture  
22 as I understand what you're saying?

23 A. Yes.

24 Q. And in the macro picture with respect  
25 to Ron Wine and all of his consulting activities

1 through all these years, you could tell me that  
2 there was a 5 percent work share, correct?

3 A. I can tell you what Dr. Narayanan  
4 shared with me, yes.

5 Q. And that was what he shared with you,  
6 correct?

7 A. Yes.

8 Q. As far as all these years, how that 5  
9 percent work share was paid as far as it was a PO  
10 or this or that or whatever and all the accounting  
11 details, you couldn't say?

12 A. No. But let me be clear that I'm  
13 talking about after the contract was at the ARC in  
14 2012, not before that. That was all based on a  
15 retainer.

16 Q. Okay. So you're saying as far as the 5  
17 percent work share that Narayanan, and he was the,  
18 well, he had a position with Wright State and a  
19 position with the ARC?

20 A. He was a chair of the department, and  
21 then he was a dean, and then he became provost so a  
22 variety of positions during that period of time.

23 Q. Okay. In any event, what you're saying  
24 is the 5 percent work share, as far as you know in  
25 compensating Mr. Wine for all of his activities,

1 you're telling me that was as of 2011 or '12,  
2 whenever that was?

3 A. Yes.

4 MR. MATTES: For purposes of the  
5 record that was when it was transferred to the ARC,  
6 is that what you're saying?

7 THE WITNESS: Yes.

8 MR. MATTES: Okay.

9 BY MR. IGNOZZI:

10 Q. And prior to 2012 or whenever it was  
11 that it was transferred to the ARC, prior to that,  
12 your understanding is that Mr. Wine's compensation  
13 for all the work and the revenue he brought in and  
14 everything was on a retainer-type basis?

15 A. That's my understanding.

16 Q. And that changed over time from the  
17 beginning of --

18 A. I don't understand your question.

19 Q. Well, from '08, '09 until, say it's  
20 2012 that we were talking about, over those years  
21 the retainer changed?

22 A. I don't know.

23 Q. Okay. And right now you're unsure if  
24 the basis was also 5 percent work share or not?

25 A. I'm not aware of that.

1 Q. Okay. If we were going to ask someone  
2 about the details of how basically the 5 percent  
3 work share was paid for all the work based on the  
4 revenue he did, who would we ask?

5 A. Dr. Narayanan.

6 Q. How about Ryan Finley?

7 A. Perhaps. I think Dr. Narayanan would  
8 have been the one who would have dealt with that.  
9 I would think Ryan would implement. He did not, I  
10 don't think he had the authority that Dr. Narayanan  
11 had.

12 Q. Right. But he, so those are the two  
13 people that would, in your impression would know  
14 the most about all the details?

15 A. And Dennis Andersh.

16 Q. Well, when he came in?

17 A. Yes.

18 Q. But you know Dennis Andersh, he came  
19 in, I believe, in 2014, but he wasn't even aware of  
20 things that Ron Wine did in years earlier to  
21 procure all of these contracts?

22 A. I don't know.

23 Q. You don't know?

24 A. I don't know what he was aware of.

25 Q. Okay. What documents or papers or

1 anything have you reviewed at all in preparation  
2 for today?

3 A. I did not review papers.

4 Q. Okay. Well, at some point you know  
5 that this contract that Mr. Wine's group had with  
6 Wright State was suspended?

7 A. Yes.

8 Q. Were you involved in that decision?

9 A. No.

10 Q. Who was?

11 A. My understanding is it was Dennis  
12 Andersh who was with the ARC.

13 Q. And, as I understand it, throughout  
14 these years in '12, '13, '14, '15, throughout these  
15 years, Mr. Wine's group did lots of work directly  
16 for the ARC, correct?

17 A. Uh-huh.

18 Q. And he also did it directly for the  
19 Wright State Research Institute, correct?

20 A. Well, I think the institute benefitted  
21 from the work, yes.

22 Q. And he also did a lot of work for you  
23 personally?

24 A. It was all related to the work from the  
25 ARC. Everything was related to the human



1 performance, growing the research base, so it was  
2 all related to the ARC work.

3 Q. Sure. Well, there was a lot of work  
4 basically on the executive team at Wright State  
5 that you were the leader of, correct?

6 A. Yes.

7 Q. Did you work for the ARC?

8 A. No.

9 Q. Who are the current board members as  
10 far as you know? I know you retired in March. But  
11 who are the current board members of the ARC?

12 A. Oh, that's a good question.

13 C.D. Moore, a board of trustee member of Wright  
14 State is a member of that board now. I'll name a  
15 couple that I know. Jeff Hoagland is a member who  
16 is the president of the Dayton Development  
17 Coalition. There are more. Oh, I can't remember  
18 Tim's name. He's a local business person. Tim  
19 Hall, it's Tim Hall. Those are the ones that come  
20 to mind. I'm sure there are more.

21 Q. And did you have involvement, well, I  
22 guess, I'm trying to ask you if you know did the  
23 board members of the ARC, did they collaborate or  
24 work with the board members of Wright State?

25 A. No. The only board member that was,

1 had a relationship with both was C.D. Moore. He  
2 just came on recently. I think up until his  
3 appointment to the board, we had, did not have a  
4 board of trustee member from Wright State on the  
5 that board. So I think C.D. Moore was the first  
6 one to have the relationship with both.

7 Q. And the years like, you know, '12, '13,  
8 '14, '15, as I understand it, you know, well, the  
9 Research Institute and the ARC were enjoying a lot  
10 of success during those years?

11 A. Yes.

12 Q. And I think the employees jumped up to  
13 somewhere around 70 plus?

14 A. That sounds about right.

15 Q. And, of course, the revenue will  
16 increase substantially over these years?

17 A. Yes.

18 Q. And I assume that you attribute a lot  
19 of that or most of that to Mr. Wine's work?

20 A. Ron was very effective. He was part of  
21 a team. It was still very competitive. We had to  
22 compete for those grants, so it was our scientific  
23 team was crucial, but Ron was great at connecting  
24 industry partners. He was great at finding  
25 opportunities. Yeah. He was very effective as

1 part of our team.

2 Q. And in these years like '12, '13, '14,  
3 '15, I know there were thousands of meetings, of  
4 course, but did you have some impression or  
5 understanding that, consistent with what you told  
6 me earlier that, you know, he would get paid  
7 through obviously money that came in, but that he  
8 was always in arrears because you can't get paid  
9 until the money came in?

10 MR. MATTES: Objection,  
11 mischaracterization. Misstates his prior  
12 testimony. You can answer if you know.

13 THE WITNESS: My understanding is  
14 that was an hourly contract, and the guide was 5  
15 percent of how much could he work, so that's the  
16 way I understood it from Dr. Narayanan.

17 BY MR. IGNOZZI:

18 Q. Right. And you personally didn't have  
19 any part in looking at all of the books and all of  
20 the numbers with the Research Institute and the ARC  
21 to see what it was that came in to figure out what  
22 5 percent work share might be?

23 A. I did not.

24 Q. And we probably have to ask Dr.  
25 Narayanan or Mr. Finley on those issues?

1           A.    Or Dennis Andersh.

2           Q.    And do you know why Mr. Wine's contract  
3 was suspended?

4           A.    My understanding is because there was  
5 an investigation going on by the Inspector General  
6 of Ohio.

7           Q.    Did you know what that investigation  
8 involved?

9           A.    My understanding, again, was it was  
10 investigating the contracts, the contract.

11          Q.    Okay.  Now, were they investigating  
12 you?

13          A.    No, not that I know of.

14          Q.    Okay.  Did they ever complete their  
15 investigation?

16          A.    I have, I don't know.

17          Q.    Do you know that, well, let me ask you  
18 this, do you have any idea one way or the other  
19 whether or not Mr. Wine was the subject of that  
20 investigation?

21          A.    I only know they were investigating the  
22 contract.  That's what I was told.

23          Q.    Right.  And sometime around that time,  
24 did you find out that in order to meet state  
25 regulatory guidelines that if the contract with

1 anybody was \$500,000 or more it required board  
2 approval?

3 A. No. I don't remember that at all, no.

4 Q. Okay. Did anyone ever tell you that?

5 A. No. The board approval by the ARC?

6 Q. No. By Wright State.

7 A. No. I'm not aware of ever, no. I've  
8 never heard that.

9 Q. Never heard that?

10 A. No.

11 Q. Do you know if it's true or not?

12 A. I don't know.

13 Q. Do you know if it's true or not that  
14 any contract through Wright State or any affiliated  
15 entity of 250 or more has to be reported to the  
16 board?

17 A. Yes. That we have internal guidelines  
18 of 250 and 500 by the board of trustees, yes.

19 Q. So you're familiar with that?

20 A. That's, with the University, yes.

21 Q. And if it's 250 or 500 if it requires  
22 board approval, you're unaware of that?

23 A. No. No. Yes. We do require board  
24 approval if the University contract is over  
25 500,000. I was referring to the ARC board.

1           Q. I see. Okay. Were there any  
2 guidelines that you're aware of through the ARC  
3 board?

4           A. No, nothing like that.

5           Q. Like no guidelines at all?

6           A. Not that I'm aware of.

7           Q. Okay. So I understand it, basically  
8 your role from '08, '09, whatever that was, until  
9 almost until you retired, but your role in all of  
10 that was how would you describe it? When I say all  
11 that, I'm talking about the Research Institute and  
12 the ARC and all that.

13                   MR. MATTES: Objection, form. You  
14 can answer. You can answer.

15                   THE WITNESS: I can answer. Okay.  
16 I think I was creating what I thought the vision of  
17 how Wright State could become a much bigger player  
18 in the economic development, workforce development  
19 of the region and the State of Ohio. So that was  
20 my role was to help with the vision, help with the  
21 strategy, bring in the team that could make that  
22 happen.

23 BY MR. IGNOZZI:

24           Q. And I would call that a strategic  
25 leader, would that be fair?

1 A. I think, yes.

2 Q. And I guess from, there were a whole  
3 number of contracts over the years, but in deciding  
4 like would this contract go through the ARC or  
5 would this contract go through the Research  
6 Institute, I guess that was a case-by-case basis?

7 A. I don't know.

8 Q. I assume you recall going to meetings  
9 where something would come in, and there was some  
10 discussion about if it should go through the ARC or  
11 it should go through the Research Institute?

12 A. No. I was never part of those  
13 conversations.

14 Q. Okay. You left those issues to, well,  
15 whoever was the leader of the ARC?

16 A. Yes.

17 Q. And the Research Institute at the time?

18 A. Yes.

19 Q. To your knowledge has Mr. Wine's  
20 contract ever been terminated by Wright State or  
21 the ARC?

22 A. I think the regional contract that was  
23 a retainer, well, it stopped, but other than that,  
24 no.

25 Q. Do you believe that Mr. Wine is owed

1 compensation under the contracts he had?

2 A. I don't know.

3 Q. Who would know?

4 A. The people who created the contract  
5 with Mr. Wine.

6 Q. And that would be, as far as you know,  
7 Dr. Narayanan and/or Finley and/or Dennis?

8 A. Dennis, yes. They were the ones who  
9 created the contracts that the work was done under,  
10 so they would know.

11 Q. Right. But, well, you were directly  
12 involved in the contracts long before Dennis got  
13 there, right?

14 A. I was involved with the University part  
15 of it to 2012, yes. The University when we were,  
16 Ron was employed by the University, yes.

17 Q. Last year in the June, July of 2016 did  
18 you ever go to Mr. Bridges concerning this issue  
19 about Mr. Wine's compensation and what he's owed?

20 A. I never went to Mr. Bridges, no.

21 Q. Did you call him or e-mail him or  
22 FaceTime him?

23 A. There were conversations about how much  
24 Ron had been paid, questions about that. But, no,  
25 I never went to him talking about Ron's



1 compensation other than they raised questions about  
2 the magnitude of his compensation.

3 Q. Okay. And did you, my question is did  
4 you ever go to them and say, well, Mr. Wine's  
5 entitled to something here?

6 A. No, I did not.

7 Q. That he is owed money because of all  
8 this work he did, and he had this contract all  
9 these years, and he was owed money because he only  
10 got paid when the money came in, and he was always  
11 six months or more behind?

12 A. No, I didn't do that.

13 Q. You never did that?

14 A. No.

15 Q. Have you ever read the complaint in  
16 connection with this case, the pleadings?

17 A. Yes.

18 Q. Okay.

19 (WHEREUPON, Plaintiff's Exhibit  
20 No. 1 was marked for identification.)

21 BY MR. IGNOZZI:

22 Q. I'm handing you what I'll mark as  
23 exhibit number, Deposition Exhibit 1. In any  
24 event, with respect to Exhibit 1, if you glance at  
25 that real quick, I assume that is the complaint

1 that you're referring to that you had an  
2 opportunity to look through sometime in the past?

3 A. Yes.

4 Q. I have a few questions about this. You  
5 see number 10 at the bottom?

6 A. Yes.

7 MR. MATTES: Note an objection for  
8 the record. This is a legal pleading, not a proper  
9 exhibit. Go ahead and ask questions.

10 THE WITNESS: What did you say?

11 MR. MATTES: I'm just objecting  
12 for the record.

13 THE WITNESS: Okay. All right.

14 MR. MATTES: You're not normally  
15 allowed to review legal pleadings unless they are  
16 verified by you in a deposition and/or court  
17 proceedings, so I'm just objecting for the record.

18 THE WITNESS: Okay.

19 BY MR. IGNOZZI

20 Q. In any event, and before I ask any  
21 questions about it, I know sometime in the past you  
22 did review this?

23 A. Yes.

24 Q. Well, first of all, looking at number  
25 10, it says that Ron Wine and his group dedicated

1 eight years to the growth and development of Wright  
2 State University in the Dayton region. Do you  
3 agree with that?

4 MR. MATTES: Same objection.

5 BY MR. IGNOZZI:

6 Q. In the first sentence?

7 A. The first sentence?

8 Q. Correct.

9 A. Yes.

10 Q. The next sentence says Wine and his  
11 group began association with Wright State  
12 University in 2009 and was promised by the  
13 president and top officers of Wright State  
14 compensation in the form of a retainer in  
15 performance-based bonds of 5 percent on new  
16 research-related revenue brought to the University  
17 and its affiliates?

18 MR. MATTES: Same objection,  
19 compound question.

20 BY MR. IGNOZZI

21 Q. Okay. Do you agree with that?

22 A. No.

23 Q. What about it don't you agree with?

24 A. I agree with the form of retainer but  
25 not the performance bonus.

1 Q. And that's because you, well, and I  
2 asked you, I think, this before, you have no idea  
3 how the retainer was calculated at that time?

4 A. No, I don't.

5 Q. Okay. Look at the rest of number ten.  
6 I know you've read this. I'm not going through it  
7 in detail because we'll be here forever, but my  
8 question is do you generally agree with the  
9 allegations in number 10?

10 MR. MATTES: Objection. We're not  
11 going to generally agree to an entire paragraph  
12 that's 20 lines long. If you've got a specific  
13 question, you can ask him a question. We're not  
14 going to go through each and every sentence in this  
15 complaint. There's an answer on file.

16 MR. IGNOZZI: I agree. I'll move  
17 on.

18 BY MR. IGNOZZI:

19 Q. Do you agree that Ron Wine from 2009 up  
20 until 2016 basically was responsible for achieving  
21 record growth for Wright State University with the  
22 contracts and the revenue?

23 A. Ron was an effective part of a team  
24 that did that, certainly not Ron, not alone.

25 Q. Of course.

1           A. But he was an instrumental part of it,  
2           yes.

3           Q. And if he had to bring it in, it still  
4           had to be obtained and the science group still had  
5           to --

6           A. Right. There was opportunities, and he  
7           was wonderful with connecting the opportunities,  
8           bringing industry partners to the table, yes. He  
9           did a wonderful job on that.

10          Q. Have you ever looked at or reviewed a  
11          couple of the written contracts throughout  
12          Mr. Wine's tenure doing work for Wright State?

13          A. I have.

14          Q. Okay. How many were there, to your  
15          recollection, written contracts?

16          A. I reviewed his 2012 contract. I read  
17          his 2015 contract.

18          Q. And that's all you recall?

19          A. Yes.

20          Q. Okay. So during this period of, we'll  
21          just call it '12, '13, '14, '15, you agree that Ron  
22          Wine's group was doing a lot of work in creating  
23          opportunities for both the Research Institute and  
24          also the ARC?

25          A. Yes.

1 Q. And in addition to that, he also  
2 provided consulting and help with the executive  
3 team in terms of leaving the growth and  
4 development?

5 A. I considered that all part of his work,  
6 yes, all of that together.

7 Q. Have you, well, you did see Exhibit  
8 Number 1 to the complaint. It looks like this. I  
9 assume you read that in the past, and you just  
10 looked at it again today? (Indicating.)

11 A. No. I read it here. I don't remember  
12 it prior to this, no.

13 Q. Okay. First of all, do you know who  
14 authored this?

15 A. I do not.

16 Q. Okay. Well, you can see that this says  
17 or talks about the period from July '13 to June  
18 '14, and it talks about the goal of new revenues.  
19 My question to you is, first of all, do you recall  
20 ever seeing this at any meetings?

21 A. No.

22 Q. Okay. When they talk about new  
23 revenues in Exhibit 1 to the complaint that we're  
24 looking at, do you know if that includes the ARC,  
25 Research Institute or both?

1 MR. MATTES: Objection. He never  
2 saw it before it was in the complaint. I don't  
3 know how he can respond to it.

4 MR. IGNOZZI: Okay.

5 MR. MATTES: He also doesn't know  
6 who authored it. There are no signatures on the  
7 document, no names, no dates.

8 BY MR. IGNOZZI:

9 Q. Was all the financial information for  
10 the money brought in and all that directly shared  
11 with Mr. Wine?

12 A. I don't know.

13 Q. Okay. Has he asked before to see  
14 through Dennis or otherwise what the books were?

15 A. Yes.

16 Q. Has that been provided to me?

17 A. He asked me to find out what the book  
18 of business Ron's terms were for human performance,  
19 and I did ask Dennis to share what was the update.

20 Q. And did he share that with you?

21 A. Yes.

22 Q. And did you share it with Mr. Wine?

23 A. Yes, I did.

24 Q. And how did he share it with you? Did  
25 he do that verbally or --

1 A. Dennis?

2 Q. Yes.

3 A. Dennis gave me a spreadsheet that I  
4 shared with Ron.

5 Q. And basically what was on the  
6 spreadsheet, the human performance revenue and  
7 details that were coming in?

8 A. I think I recall the spreadsheet showed  
9 the contracts we had won around human performance,  
10 but it showed the subcontracts, how much had come  
11 to Wright State, how much had gone to other  
12 subcontracted entities.

13 Q. Okay. In connection with a period of  
14 time when Mr. Wine's contract was suspended because  
15 of the Inspector General's investigation into  
16 contracts at Wright State --

17 A. Yes.

18 Q. -- did the Inspector General talk to  
19 you with respect to that investigation?

20 A. Yes.

21 Q. On how many occasions, just once?

22 A. Once.

23 Q. There was also an allegation that  
24 Mr. Wine may be a lobbyist?

25 A. That was not with the Inspector



1 General.

2 Q. No, that was not.

3 A. But what was the question? I'm sorry.

4 Q. Do you recall when the Attorney  
5 General's office looked into whether or not he was  
6 a lobbyist?

7 A. Yes.

8 Q. And you know that they investigated it,  
9 and I assume that you were privy to the reports?

10 A. I was privy to the end, yes, result,  
11 yes.

12 Q. And they found that no wrongdoing, and  
13 he wasn't the lobbyist?

14 A. Correct.

15 Q. Let's look at the last page of the  
16 Exhibit Number 1.

17 A. Of Number 1?

18 Q. The last page of all of that, the very  
19 last page. I just have some questions about some  
20 of these contracts that are mentioned here. I'm  
21 assuming looking through this right now, you're  
22 familiar with the names of some of those various  
23 contracts that went through?

24 A. Yes. I've seen some of these names  
25 before, yes.

1 Q. Okay. And with the remotely piloted  
2 aircraft RPA, you recall that one?

3 A. Yes.

4 Q. And do you recall that the opportunity  
5 was primarily created by Mr. Wine and his group?

6 A. I know he was part of that. He was  
7 part of the team.

8 Q. Okay. Do you know of anyone else who  
9 created that opportunity besides Mr. Wine?

10 A. It would have been our scientific  
11 people who were working on producing --

12 Q. Right. And they are part of any  
13 contract that would have come in, of course?

14 A. Yes.

15 Q. The neuroscience medical imaging  
16 contract, do you recall that?

17 A. I recall that term, yes.

18 Q. And, well, I guess looking through this  
19 here you can see all the various names of these  
20 federal and state contracts?

21 A. Yes.

22 Q. Looking through them, do you believe  
23 that anyone other Mr. Wine was responsible for  
24 creating that opportunities?

25 A. Well, yes. There were other people. I

1 think he was part of the team again.

2 Q. Exactly.

3 A. But I know Jason Parker was intimately  
4 involved in the neuroscience and medical imaging  
5 one. Yes. He was part of a team. I can't say to  
6 you that Ron was solely responsible for creating  
7 these opportunities. He helped on the  
8 opportunities.

9 Q. Right. And it's fair to say he wasn't  
10 solely doing anything because all he could do  
11 was --

12 A. Right.

13 Q. -- get you the opportunity, and the  
14 science team had to go to work, and a lot of other  
15 things had to fall in place before it happened?

16 A. And some of these opportunities came  
17 besides coming through Ron. They were  
18 opportunities that were broad agency announcements,  
19 they call them, where it wasn't like Ron had to  
20 bring it to us, but he was part of our, how we  
21 strategized industry partners being part of the  
22 competitive grant proposal, those kind of things.  
23 So I'm trying to clarify Ron was intimately  
24 involved in most of these, I'm sure, but not like  
25 he has brought them to us.

1 Q. What do you mean by that?

2 A. Well, I mean, I think there was a call  
3 for proposals by the Air Force Research Lab.

4 Q. Sure.

5 A. So baseline, but then we had a team  
6 work on how do you put the best proposal forward,  
7 and I'm sure that Ron was part of most of it.

8 Q. And you knew, too, that Mr. Wine would  
9 be doing all sorts of things that wouldn't bear  
10 fruit for the company until from a year or two from  
11 now. He did a lot of work that enabled these  
12 opportunities to come up to be able to create the  
13 proposals?

14 A. I'm sure that he was part of that, yes.

15 Q. Do you know, well, let me ask you, I  
16 already asked you if Wright State or the ARC ever  
17 terminated Mr. Wine's contract. My next question  
18 is did Mr. Wine ever terminate his contract with  
19 Wright State or the ARC?

20 A. Not that I know of.

21 MR. MATTES: Can we take five  
22 here?

23 MR. IGNOZZI: Sure.

24 MR. MATTES: Thanks.

25 (WHEREUPON, a recess was taken.)

1 BY MR. IGNOZZI:

2 Q. Dave, just a few more questions. Were  
3 you aware, and then I'll say the '12, '13, '14,  
4 '15, range that there were six-month meetings with  
5 Dr. Narayanan and Ryan Finley with Mr. Wine about  
6 the --

7 A. I was not.

8 Q. -- performance-based compensation?

9 A. No.

10 Q. Okay. Do you remember having  
11 discussions and conversations on a couple occasions  
12 with Dr. Narayanan about getting Mr. Wine timely  
13 paid based on the agreement?

14 A. No.

15 Q. Did you ever talk to Dr. Narayanan  
16 about one-time payments to get him to speed or --

17 A. No.

18 Q. No?

19 A. No.

20 Q. Did you ever direct Dr. Narayanan to do  
21 a one-time payment to compensate Mr. Wine for the  
22 work that he had done based upon the agreement?

23 A. No.

24 Q. You do agree that on the seven years  
25 that Mr. Wine did work for the Wright State and the

1 related entities was entirely based upon a workload  
2 or a performance-based agreement?

3 MR. MATTES: Objection, misstates  
4 his prior testimony. You can answer.

5 THE WITNESS: No.

6 BY MR. IGNOZZI:

7 Q. You do not?

8 A. No, not the entire time, no.

9 Q. That's right. I'm sorry. As far as  
10 you know, it's been 2012 until 2016?

11 A. The concept of the work share, yes.

12 Q. Okay. And do you recall any  
13 discussions with Dr. Narayanan about calculating  
14 how this work share 5 percent for Mr. Wine's group  
15 was to be handled as far as goes through the ARC or  
16 through the Research Institute or Wright State?

17 A. No.

18 Q. Do you believe that Ron Wine and his  
19 group and all the people he had working for him  
20 earned every penny they got through the years?

21 A. Yes.

22 Q. And do you recall meeting with Mr. Wine  
23 about the fact that after seven years plus of work  
24 they suspended his contract?

25 A. Yes. I was aware that they suspended

1 his contract, yes.

2 Q. Do you recall meeting with Mr. Wine  
3 about what moneys he is owed under the contract and  
4 his agreement?

5 A. I met with Ron. He said he claimed he  
6 was owed more money, yes.

7 Q. And you told him that you would do  
8 whatever you could to see what he was paid,  
9 whatever it was that he earned?

10 A. I told Ron that I would check with  
11 Dennis to make sure that he was paid, if he had not  
12 been paid what he was owed for the work he had  
13 done, then I would do whatever I could to make sure  
14 he was.

15 Q. What did you do?

16 A. I talked with Dennis, and Dennis said  
17 he had been paid for the work he had done.

18 Q. Dennis was fully aware of the 5 percent  
19 workload share agreement that Mr. Wine had operated  
20 on at least from 2012 on that you remember?

21 A. I don't know.

22 Q. Who was in charge of all the books at  
23 the ARC as far as you know, Dennis?

24 A. I would, yes, Dennis. I would assume  
25 Dennis would be the one who would be overseeing

1       that.

2                   Q.   Do you recall on several occasions  
3 throughout the seven years of Mr. Wine's work for  
4 the Wright State affiliates that there were  
5 one-time payments that were directed for his work  
6 share?

7                   A.   I don't know.

8                   Q.   You don't know one way or the other?

9                   A.   I don't know.

10                  Q.   Okay.  But you're saying you don't  
11 recall directing such one-time payments to keep --

12                  A.   No.  I did not direct one-time  
13 payments.

14                  Q.   Okay.  Do you recall being in meetings  
15 with Mr. Wine over the years about his compensation  
16 and directing the people in the meeting with  
17 Mr. Wine present that, you know, we'll find a way  
18 to pay you whatever we owe you?

19                  A.   I don't recall that kind of  
20 conversation.  I recall in talking with  
21 Dr. Narayanan that we should be, just referring and  
22 reemphasizing we should be paying Ron for the work  
23 he's done.

24                  Q.   And you're saying basically all the  
25 details of that and how he was paid or where or



1           whatever, you kind of left that up to Dr.  
2           Narayanan?

3                     A.    Yes.

4                     Q.    But you would have assured Mr. Wine it  
5           will get taken care of, we'll pay you whatever you  
6           are owed, and you left the details to Dr.  
7           Narayanan?

8                     A.    I'm sure Ron and I had conversations.  
9           I would say, I'm sure we'll honor the contract the  
10          way it's been defined, yes.

11                    Q.    And you had conversations with Provost  
12          Narayanan about the 5 percent work share and the  
13          way it was defined?

14                    A.    Yes.  We did have conversations about  
15          that at the beginning.

16                    Q.    Did you envision in the very beginning  
17          how successful this, meaning the Research Institute  
18          and the ARC was all going to become?

19                    A.    Probably not, not to the degree it  
20          became.

21                    Q.    With respect to Deposition Exhibit  
22          Number 1 there, you can look at paragraph 35.

23                               MR. MATTES:  Same objection.  
24          Is there a question?

25                               MR. IGNOZZI:  I was waiting until

1 he was done reading.

2 THE WITNESS: Yes. I'm ready.

3 BY MR. IGNOZZI:

4 Q. I didn't want to ask when he was  
5 reading. Do you see that last sentence where it  
6 says, Wright State told Ron Wine not to worry about  
7 contract vehicles, as Wright State would figure out  
8 the payment logistics per state regulations?

9 A. What's the question?

10 Q. Well, I just said did you see that?  
11 But, anyway, my question to you, do you believe  
12 that's true?

13 MR. MATTES: Objection, form.  
14 Objection, previously answered. If you can, answer  
15 the question.

16 THE WITNESS: I don't know if  
17 someone would say not to worry. I don't know if  
18 someone may have said that. I'm not aware of that.

19 BY MR. IGNOZZI:

20 Q. Would you have said to Mr. Wine during  
21 this period of time, 2013 to 2015 that basically  
22 don't worry about what the contract vehicles or  
23 however, we'll make sure everything's done per the  
24 agreement and --

25 A. If Ron had questioned me --

1 MR. MATTES: Objection, asked and  
2 answered. You can answer.

3 THE WITNESS: If Ron had asked me,  
4 I'm sure I would have said, Ron, we'll honor the  
5 contract.

6 BY MR. IGNOZZI:

7 Q. I assume, too, that you are aware that  
8 over the course of time in the seven years that he  
9 was there that Ron, and he had dropped a number of  
10 other clients due to all the work that he was  
11 devoting to Wright State --

12 A. Ron told me that, yes.

13 Q. When Dennis came on in December of  
14 2013, right, in that timeframe?

15 A. Sometime.

16 Q. First of all, were you responsible for  
17 bringing him in?

18 A. No.

19 Q. In any event, I assume when he came in  
20 that you had met with him basically because he was  
21 part of everything that you had been doing for  
22 years?

23 A. Yes. He became part of our monthly  
24 meetings.

25 Q. And I assume that you discussed because

1 it was evident Ron Wine was intimately involved  
2 with everything?

3 A. Yes.

4 Q. Was there any discussions with Dennis  
5 initially about how Mr. Wine and his group was  
6 being compensated?

7 A. I'm not aware of those conversations,  
8 no.

9 Q. Would you have, if that came up, would  
10 you have deferred that to Dr. Narayanan or Ryan  
11 Finley for Dennis?

12 A. If it came up, yes.

13 Q. Do you believe that the suspension of  
14 Mr. Wine's contract was justified in any way?

15 A. I know there was an investigation going  
16 on, and I can't say that it was justified. I think  
17 it was a decision made by the ARC, the director of  
18 the ARC. I think Dennis at the time that in the  
19 best interest of the investigation that that be the  
20 case. I was not involved in that decision.

21 Q. And is that because of allegations that  
22 Dennis, himself, or other Wright State entities or  
23 officials had violated state laws?

24 A. I don't know.

25 Q. And do you know or were you privy to

1       whether Dennis or not ever evaluated that and made  
2       a determination as to whether or not he or anyone  
3       else in the Wright State family had violated any  
4       state laws?

5               A.    I don't know.

6               Q.    Up until January of 2016, obviously you  
7       worked very closely with Ron?

8               A.    Yes.

9               Q.    And you believe he was doing a good  
10      job?

11              A.    Yes.

12              Q.    Can you think of any reason why you  
13      would suspend him?

14              A.    I had no reason to suspend him.  Of  
15      course, he was not working for him.  I was part of  
16      the team, too.  But I have no knowledge, other than  
17      the investigation was underway, why he would be  
18      suspended.

19              Q.    And which investigation are you  
20      referring to?

21              A.    The Inspector General.

22              Q.    Who took over, if anyone, Mr. Wine's  
23      role after his contract was suspended in January of  
24      2016?

25              A.    I'm not aware of anyone.

1 Q. How have things gone since January of  
2 2016?

3 A. Yeah. I think they have been fine  
4 because we had a lot of things what they call in  
5 the pipeline that we were working, but I don't know  
6 the details of contract awards. I have not kept  
7 track of it. Recently, I don't know.

8 Q. Was there any other consultant hired by  
9 the ARC or you?

10 A. The only consultant that I was aware  
11 with of that was also part of our meetings many  
12 times was Kevin Devine.

13 Q. And when did he become involved as a  
14 consultant?

15 A. I don't recall. It was within the last  
16 two to three years.

17 Q. Was it before, if you know, before or  
18 after Mr. Wine's contract was suspended?

19 A. It would be before.

20 Q. And without going into details, what  
21 was his role?

22 A. His role, Dennis Anders could explain  
23 this better, but he was working with the ARC, and I  
24 thought he had more federal responsibilities at the  
25 federal level. That's my understanding.

1 Q. And I guess my question is after  
2 Mr. Wine's contract was suspended, did Kevin Devine  
3 take over some of the things that he was doing for  
4 the ARC?

5 A. I don't know.

6 Q. And I guess what I'm hearing, and you  
7 tell me, but except for this investigation that you  
8 referenced, there's no reason at all that you can  
9 think of or that you're aware of as to why  
10 Mr. Wine's contract would have been suspended?

11 A. I'm not aware of any other reason.

12 Q. Do you believe that you or I really  
13 mean to say Wright State, which includes you,  
14 violated any state laws or regulations at all with  
15 respect to the longstanding agreement or contract  
16 with Mr. Wine and his group?

17 A. No.

18 Q. Do you believe that Mr. Wine somehow or  
19 another breached the agreement and didn't do a good  
20 job?

21 A. No.

22 Q. Do you know why his contract was  
23 terminated?

24 A. I don't know.

25 Q. Does, first of all, you referenced the,

1 actually I don't know what it was. You referenced  
2 the fact that with Wright State if there's  
3 contracts between 250 and 500, it's got to be  
4 reported to the board in some fashion. If it's  
5 over 500, it requires board approval at Wright  
6 State?

7 A. Yes.

8 Q. Is that in a statute or is that in just  
9 guidelines --

10 A. It's the board bylaws.

11 Q. And in any event, my question to you is  
12 you already told me that the ARC doesn't have that  
13 same bylaw?

14 MR. MATTES: Objection. He stated  
15 he's not aware of it.

16 MR. IGNOZZI: That's right. He  
17 did. I'm sorry.

18 BY MR. IGNOZZI:

19 Q. If the ARC engages a vendor in a  
20 contract that is 500 or more, does that count for  
21 Wright State in the bylaws that you're required to  
22 comply with?

23 A. Not that I'm aware of, no.

24 Q. Throughout the course and really wild  
25 success over the seven years that Ron had helped on



1 this whole plan with the research and the funding  
2 of the contracts, my question to you is did you, I  
3 should ask you before this, if a contract with a  
4 vendor requires reporting or approval with the  
5 board of Wright State, who is it that does that,  
6 would that be you or someone else?

7 A. That would be our vice president for  
8 finance. I think that's the title. I can't  
9 remember his title.

10 Q. Do you know if the vice president of  
11 finance or whatever his title was ever reported to  
12 the board at Wright State the contract and the  
13 longstanding agreement with Mr. Wine and his group?

14 A. I'm not aware of that.

15 Q. You don't know if they reported it or  
16 not?

17 A. If it was less than \$250,000, which I  
18 know it was prior in 2008 or 2009, it would not  
19 have been reported.

20 Q. At some point in time you knew that it  
21 exceeded \$250,000 in a year?

22 A. Yes.

23 Q. Whenever that was, do you know whether  
24 or not the vice president of finance or whatever  
25 his title was reported that to the board or not?

1 A. I don't know.

2 Q. Do you know, well, I guess, yeah, do  
3 you know whether or not Wright State's longstanding  
4 agreement with Mr. Wine of the 5 percent work share  
5 complies with state laws and guidelines or not?

6 A. I don't know. I said from the very  
7 beginning when discussing with Dr. Narayanan that  
8 anything in the contract must be legal. It must  
9 make sure we're not violating federal and state  
10 granting guidelines.

11 Q. And so I think I understand what you're  
12 saying. You're basically saying that you directed  
13 or instructed Dr. Narayanan to do whatever is  
14 proper?

15 A. Yes.

16 Q. And, also, of course, complied with  
17 whatever the contract is, but do whatever is right?

18 A. Yes.

19 Q. Considering the last couple of years in  
20 your tenure, I'm trying to ask you how things were  
21 as far as the Research Institute and the ARC. I  
22 mean, generally speaking, like, which entity did  
23 what?

24 A. Which entity did what?

25 Q. Was there any rhyme or reason a

1 contract would come in, it would be secured, the  
2 science team, you know, everything all happened,  
3 and was done, and obviously it would go through the  
4 Research Institute or the ARC, right?

5 A. Yes.

6 Q. I'm trying to ask you to, were they  
7 trying to even up as far as they both had a, you  
8 know, a fair amount of work or was it pushed one  
9 way or the other way or how did that actually play  
10 out? Was it like 90 percent of everything in the  
11 ARC and a little bit was in the Research Institute?

12 A. I don't know. I would never get into  
13 that type, that level of details. My concern was  
14 were we bringing the dollars, were they connected  
15 to the local economy and the growing jobs?

16 Q. I understand. I mean, you were  
17 bringing it in. It didn't really matter to you  
18 whether it was through the Research Institute or  
19 the ARC, it made no difference?

20 A. It made no difference to me.

21 Q. Okay. Along the same lines, I assume  
22 that these monthly meetings and all the strategic  
23 planning and not only getting new business or new  
24 contracts and new opportunities to get proposed,  
25 but also all the current things that were coming in

1 because obviously, you know, those are multi-years  
2 things, and you need to make sure that things are  
3 going okay, and you were involved as a strategic  
4 leader in all of those?

5 A. Yes. I was in the meetings. I would  
6 not say I led it. I would say that, you know, we  
7 were looking at what were the next steps, who were  
8 assigned to do what, and, yes, I was part of those  
9 in very exciting times.

10 Q. And it was a year or two ago, but I  
11 know there's been some issues about even though,  
12 you know, things were brought in, but the details  
13 of things between the ARC and Wright State is two  
14 different entities and their accounting and their  
15 books became an issue?

16 A. Yes.

17 Q. And, not belaboring all the details,  
18 but one was saying, hey, you need to give us more,  
19 and all that kind of stuff?

20 A. Yes. Well, I think to summarize that  
21 --

22 MR. MATTES: There's no question  
23 pending.

24 THE WITNESS: Okay.

25 BY MR. IGNOZZI:

1           Q.   So basically and I, to shortcut  
2 everything, tell me what the gist of the dispute  
3 was between the two entities that came up on an  
4 accounting basis?

5                   MR. MATTES:  Objection, form.  You  
6 can answer.

7                   THE WITNESS:  I'm not aware of a  
8 dispute.  I wouldn't call it that.  It was just an  
9 understanding of the affiliation, relationship with  
10 the University, was trying to be better understood  
11 in accounting and everything.

12 BY MR. IGNOZZI:

13           Q.   And I assume you were involved in the  
14 meetings with where those issues came up via the  
15 accounting part about the books of this entity and  
16 then the books of the other entity?

17           A.   Not the details of the books but the  
18 philosophy of what an affiliated entity, how it  
19 related to the University.  I was in those kind of  
20 conversations but not the details of the book, no.

21           Q.   I get it.  So as far as you know, how  
22 was that resolved?

23           A.   I think that what I recall is that the  
24 board corrected a new affiliation entity policy  
25 that was much more prescriptive and directive in

1 terms of how the, this was all managed with an  
2 affiliated entity, and the board worked very hard  
3 to make sure it was more clear and more  
4 transparent.

5 Q. And when did this take place  
6 approximately?

7 A. I would guess in the last year, maybe,  
8 let's see, probably in the last six months.

9 Q. So late 2016 or '17?

10 A. Yes.

11 Q. And I apparently under this new  
12 affiliation policy that was created in the last  
13 eight months or so, whatever it was, things were  
14 clarified, I think you said, more transparent?

15 A. I think it's in the process of being.  
16 The policy was created. Now, there's, each, we  
17 have a number of affiliated entities at Wright  
18 State, so each affiliated entity is working through  
19 the plan and how things will relate to this new  
20 policy, so it's in process right now.

21 Q. And I assumed that this new policy was  
22 created because of confusion before?

23 A. I believe there was not clear  
24 understanding of how the affiliated entities would  
25 work with the Wright State University. In other

1 words, we had multiple affiliated entities, but  
2 there was not clarity on how that relationship was  
3 maintained and monitored.

4 Q. Under the new policy is the highest  
5 official, like, with the ARC still the highest  
6 official with the Research Institute?

7 A. I don't know. That's all in transition  
8 right now. I don't know.

9 Q. So as far as, you know, during these  
10 years since the ARC was created in '11 or whenever  
11 was, the '11, '12, '13, '14, '15, when  
12 opportunities came and proposals went out and  
13 things were being handled, and you're involved in  
14 these monthly meetings to basically make sure  
15 everything is going okay --

16 A. Yes.

17 Q. -- you didn't, you never paid attention  
18 as to that's being administered to the ARC or oh,  
19 that's being administered to the Research  
20 Institute, that wasn't, that level of detail wasn't  
21 important?

22 A. No.

23 Q. But what was important was making sure  
24 that the contract was going okay or going well?

25 A. Yes.

1           Q.   When Dennis made the decision to  
2           suspend the contract with Mr. Wine in, I believe,  
3           January 2016, do you know if he was making that on  
4           behalf of Wright State or on behalf of the ARC?

5           A.   No.   It was on behalf of the ARC.

6           Q.   Okay.   Well, because he also works at  
7           Wright State?

8           A.   Yes.   But it was with the ARC.

9           Q.   Okay.   And there's absolutely no  
10          question in your mind at all throughout all these  
11          years up until Mr. Wine's contract was suspended  
12          that Mr. Wine did a lot of work and his group did a  
13          lot of work beyond what he did for the contracts  
14          that went through the ARC?

15          A.   Let me make sure I understand.   Ask  
16          that, please, again.

17                           MR. MATTES:   Objection.

18                           BY MR. IGNOZZI:

19          Q.   He did a lot of work outside of the  
20          ARC?

21                           MR. MATTES:   Objection, form.

22                           THE WITNESS:   At what period of  
23          time?   The initial --

24                           MR. MATTES:   Hold on.   Let him  
25          restate the question.



1 BY MR. IGNOZZI:

2 Q. Well, let's talk about '13, '14, '15  
3 and, I guess, January of 2016, Mr. Wine did a lot  
4 of work that was outside of the ARC?

5 MR. MATTES: Objection, form. You  
6 can answer.

7 THE WITNESS: No.

8 BY MR. IGNOZZI:

9 Q. He did work for --

10 A. He may have done some work but not a  
11 lot. I do recall one contract he was working on  
12 that, no.

13 Q. But he did a lot of work through  
14 contracts with respect to the Research Institute?

15 A. I don't know how they were  
16 administered. I thought the contract was through  
17 the ARC.

18 Q. And I guess maybe that was an unfair  
19 question because you never really paid attention as  
20 to whether the contract was administered to the  
21 Research Institute or the ARC?

22 A. No.

23 Q. Okay. When you left a few months back,  
24 to give me some kind of idea, roughly how many  
25 employees were there at the ARC? I'm saying

1 roughly?

2 A. Roughly, I would estimate around 60,  
3 70.

4 Q. Okay. And then roughly how many  
5 employees were there that worked for Wright State  
6 Research Institute?

7 A. I don't know.

8 Q. More or less than 60?

9 A. I would think --

10 Q. Honestly I have no idea. I'm trying to  
11 get some general idea.

12 A. I would think less.

13 Q. During your last year at Wright State,  
14 can you tell me just completely in general was most  
15 of the contracts going through the ARC or the  
16 Research Institute?

17 A. I don't know.

18 Q. And that's consistent with what you  
19 told that you never paid attention where it went?

20 A. Yes.

21 Q. Fair enough. So if I was going to ask  
22 you questions, I think I know the answer to this,  
23 but if I was going to ask you questions like did  
24 Wright State use the ARC to pay, you know, in the  
25 books, Wright State employees, you wouldn't know?

1           A. I don't know.

2           Q. With respect to the new policy that was  
3 created for affiliated entities of Wright State in  
4 the last eight months that you mentioned, is the  
5 idea of the new policy to create more of a separate  
6 identity and transparency in what the entities were  
7 and what they did?

8           MR. MATTES: Objection, form. You  
9 can answer.

10          THE WITNESS: Could you repeat  
11 that?

12 BY MR. IGNOZZI:

13          Q. Yeah. The new affiliate policy  
14 developed in the last eight months, is the purpose  
15 of that for anyone to understand if they are a  
16 separate entity, is that the idea?

17          MR. MATTES: Objection, form. You  
18 may answer.

19          THE WITNESS: I think the initial  
20 idea was to, number 1, create the policy with its  
21 criteria and guidelines, evaluate all affiliated  
22 entities, should they be an affiliated entity, do  
23 we need to keep it as an affiliated entity, and so  
24 the decision, first of all, will be in this process  
25 how many will continue to be affiliated or will

1 they go away or will they separate off and be  
2 completely not affiliated with Wright State? So  
3 that's step number 1. I think the second one was  
4 to have a clear criteria on how affiliates were  
5 created, have clear understanding of how they were  
6 evaluated in their relationship to Wright State.

7 Q. And who prepared the new policy for,  
8 with reference to the ARC?

9 A. I think our general counsel working  
10 with external counsel, I believe, is the, how it  
11 was derived.

12 Q. I assume Dennis was involved as well?

13 A. Well, on the affiliation policy?

14 Q. Yes.

15 A. No.

16 Q. Was someone at Wright State involved  
17 with that?

18 A. Well, it would be our general counsel  
19 because it was a general affiliation policy that  
20 would be then applied to all the affiliates.

21 Q. Okay. And I do understand there were a  
22 number of other affiliates?

23 A. Yes.

24 MR. IGNOZZI: Do you mind if I  
25 take a quick break?

1 MR. MATTES: Sure.

2 (WHEREUPON, a recess was taken.)

3 BY MR. IGNOZZI:

4 Q. Just a few more questions.

5 A. Yes.

6 Q. As I understand it, Mr. Wine, he was  
7 involved in a lot of meetings up until the time of  
8 his contract was suspended in January of 2016?

9 A. Yes.

10 Q. He actually arranged meetings for you,  
11 he actually created agendas for the meetings with  
12 others, of course?

13 A. Yes.

14 Q. Up until the time his contract was  
15 suspended, correct?

16 A. Yes.

17 Q. And, as I also understand it, too, we  
18 talked a little bit about it earlier, but a lot of  
19 these research contracts that would come through  
20 and, of course, there has to be proposal and all of  
21 that, with respect to the federal contracts, they  
22 required more competitive bidding?

23 A. Yes.

24 Q. Whereas the state contracts for the  
25 most part did not require a lot of competitive

1 bidding?

2 A. No.

3 Q. I mean, you agree with that?

4 A. Yes. The state was more supporting our  
5 economic workforce development, yeah, money coming  
6 from the state to support specific projects, but  
7 not, they were not federal contracts, no.

8 Q. And, of course, all the federal ones  
9 require competitive bidding?

10 A. Yes.

11 Q. Throughout the time that Dennis came on  
12 in approximately January of 2014 to the present or  
13 last time, you know, is he an employee of Wright  
14 State?

15 A. I really don't know if he is or not. I  
16 don't know how that is done.

17 Q. Okay. Was there any, because  
18 understanding with the ARC theres a quote, unquote  
19 private entity, so it had a little bit more freedom  
20 with speed and everything else you mentioned?

21 A. Yes.

22 Q. Was there any, you may not know any of  
23 this, but was there any guideline that you would  
24 have a contract go through the Research Institute  
25 at the ARC depending on whether it was a federal or

1 state contract?

2 A. I don't know.

3 Q. And that goes to exactly what you said,  
4 and you didn't get involved with details of where  
5 it went through?

6 A. I did not.

7 Q. I assume that both with any given  
8 contract, state or federal, that with the Research  
9 Institute or federal, both were vehicles to get the  
10 contract, and it didn't matter to you which one was  
11 used, per se?

12 A. Not to me, no.

13 Q. And I assume with some, especially in  
14 particular with some of the state contracts, you  
15 were personally involved with Mr. Wine and as far  
16 as basically going out and getting these things and  
17 bringing them in?

18 A. Yes.

19 Q. And if I went through a list, and I  
20 said, this contract can go through the ARC or the  
21 Research Institute you probably couldn't tell me  
22 which one was which?

23 A. I would not know.

24 Q. What was Mr. Wine's role in securing  
25 state contracts for, I'll just say Wright State in

1 general?

2 A. I called Ron our chief strategist in  
3 regard to that and organizing, aligning, we have  
4 lobbyists. We have people who do the work with our  
5 state. He would help direct me. He would help in  
6 terms of crafting the kind of language in  
7 conversations that we, I would have in trying to  
8 make the case that Dayton was a place that we  
9 should be investing more. We have two major  
10 entities in the state, federal facilities that we  
11 have not taken advantage or not maximized  
12 potential, and so Ron would help craft, he would  
13 organize and identify meetings.

14 He would bring people together, so  
15 those conversations would occur, and I would do  
16 most of the asking. It was my role or Dennis, I  
17 believe, would be involved in asking and saying,  
18 we'd like to see the support from our state  
19 legislators to support this and this, but Ron was  
20 actively involved in crafting the strategies to  
21 make that happened.

22 Q. And once that happened, you know, if  
23 the strategy was effective and things came in, it  
24 didn't matter to you whether it went to the  
25 Research Institute or the ARC?



1           A. It didn't matter to me. I think in  
2 most of the state work, it was identified in the  
3 budget process where that money would go, so I  
4 don't think we had a choice. I think it was  
5 identified in the budget language. That's what I  
6 recall.

7           Q. I see. So some of the state, the  
8 budget language you're saying would go through the  
9 Research Institute because of the language?

10          A. I don't recall early on, but I know the  
11 latter part because we were working under the  
12 federal research network, it was coming through the  
13 ARC.

14          Q. And, I guess, again, it really didn't  
15 matter to you as lead strategist or whatever they  
16 call you, as long as this came in to Wright State  
17 somehow or another?

18          A. Yeah. My concern was that it came to  
19 the region more than Wright State because much of  
20 it came to Wright State instead of going out to  
21 industry partners, so it wasn't like Wright State  
22 was gaining all this money. It was really we were  
23 the catalyst to really grow jobs and grow the  
24 economy, build the workforce for this region.

25          Q. Right. Given your close-working

1 relationship with Mr. Wine, do you believe he was  
2 invested and committed to working for Wright State  
3 and its related entities?

4 A. Ron was very committed in helping to  
5 build this pipeline for economic development and  
6 workforce. Yes. He was very committed.

7 Q. And you know that he ended up having  
8 Wright State as his sole client, and he had other  
9 people involved as well?

10 A. I don't know that we were his sole  
11 client. I don't know that for a fact. I know we  
12 were predominantly his main work.

13 MR. IGNOZZI: Dave, I don't think  
14 I have any other questions for you at this time.

15 DIRECT-EXAMINATION

16 BY MR. MATTES:

17 Q. Dave, I've got a couple for you before  
18 we break so the record is clear. You are moving to  
19 South Carolina shortly, you said, off the record?

20 A. Yes.

21 Q. I'm not sure if you said it on the  
22 record which is more than 150 miles from Columbus,  
23 Ohio?

24 A. Yes.

25 Q. So you'll be beyond the subpoena power

1 of any Ohio court?

2 A. Oh, okay.

3 Q. So just a couple follow-up questions.

4 You mentioned a work-share agreement. Can you tell  
5 me what your understanding of the work-share  
6 agreement was exactly?

7 A. My understanding in the conversation  
8 with Dr. Narayanan was that it was a typical way of  
9 contracting in this domain, but it was involved in  
10 how many, in hours worked and the idea would be  
11 that as capacity grew that Ron's firm could be  
12 engaged in more work or more hours.

13 Q. Was it a bonus based on dollars brought  
14 in the door or was it an hourly pay up to this 5  
15 percent work share that you mentioned?

16 A. My understanding was it was an hourly  
17 pay up to the guideline.

18 Q. Okay. So if \$1 million came in, Ron  
19 Wine Consulting Group wasn't entitled to 5 percent  
20 of that contract, it was entitled to do work on  
21 said contract up to 5 percent of that value, was  
22 that your general understanding?

23 A. Absolutely. That was my understanding  
24 in my conversations, yes.

25 Q. Okay. You mentioned, there were

1 questions about whether Ron was owed any money or  
2 Ron Wine Consulting Group was owed any money. Are  
3 you aware of any open invoices to Wright State  
4 University from the Ron Wine Consulting Group or  
5 Ron Wine personally?

6 A. No.

7 Q. Did you ever contract on behalf of the  
8 University with Ron Wine personally or did you  
9 always contract with Ron Wine Consulting Group,  
10 LLC?

11 A. I believe it was consistently with LLC.

12 Q. Okay. Was there any contractual  
13 relations that you're aware of with Wright State  
14 University and Ron Wine Consulting Group, LLC after  
15 the contract was transferred over to the ARC in  
16 2012?

17 A. Yes. There was a contract, we work  
18 with Ron and his team, and I don't know what the  
19 company was. It might have been the same company  
20 but about some data analytics in the process of  
21 doing our campaign, and Ron brought some good ideas  
22 to the table about how we can be more effective in  
23 identifying donors and people that can help the  
24 unit, so there was a contract that was with the  
25 University for that kind of work.

1 Q. Okay. And was Ron paid for all of the  
2 invoices that he submitted on that to the best of  
3 your knowledge?

4 A. I don't know. I assume he was.

5 Q. Okay. Are you aware of any open  
6 invoices on that data analytics?

7 A. I'm not aware.

8 MR. MATTES: Okay. That's all the  
9 questions I have. Thank you. It may lead to some  
10 follow-up questions.

11 MR. IGNOZZI: Just a couple.

12 RE-CROSS-EXAMINATION

13 BY MR. IGNOZZI:

14 Q. As I understand it, you just referenced  
15 your conversations with Dr. Narayanan about the  
16 work share performance-based agreement. When you  
17 had those discussions with him, as I understand it,  
18 you were the president of the University?

19 A. Yes.

20 Q. And he would have been, I'm guessing,  
21 the provost at the time?

22 A. No. I don't think he was provost yet.  
23 I think he was the executive director of the ARC,  
24 but I think he might have been the dean at that  
25 time.

1 Q. Okay. But in any event, in your  
2 discussions with him, as I understand it, you  
3 clearly gave him the direction that we've been  
4 working with Ron a long time, he has had 5 percent  
5 work share, he is entitled to work and bill up to  
6 this 5 percent, and it was his job to implement it  
7 properly?

8 A. Yes. He mentioned the work share, I  
9 think, the workload or 5 percent workload, 5  
10 percent work share, and I informed him that that  
11 was his call as long as it was legal and, again,  
12 that it was not violating any guidelines, however  
13 that was proper to do, yes.

14 Q. And, as I understand it, you had  
15 discussions after Mr. Wine's contract was suspended  
16 in January of 2016, discussions with Mr. Wine about  
17 whether or not he could work toward the  
18 longstanding agreement he had to bill up to the 5  
19 percent?

20 MR. MATTES: Is that a yes or a  
21 no, Doctor?

22 THE WITNESS: Did I have  
23 conversations with him about his contract?

24 BY MR. IGNOZZI:

25 Q. Yes.

1           A. We talked about his work forward, could  
2 he work forward, yes.

3           Q. And you told Mr. Wine that they,  
4 meaning Dennis or whoever was at the board of  
5 Wright State, didn't want that?

6           A. Yes. I said, it's my understanding  
7 that I could not employ him at Wright State as not  
8 under the ARC because that's really not where our  
9 board wanted to go in terms of that, which we  
10 weren't at the time, and I said, it's Dennis' call.  
11 I think Dennis right now is considering, we did not  
12 want to renew it. That's what I did tell Ron.  
13 That was my feeling after talking to Dennis and our  
14 board chair.

15          Q. Right. So, in other words, they did  
16 not want to go with a longstanding agreement and  
17 allow him to work up to the 5 percent workload  
18 share and bill because they didn't want him back  
19 for various reasons?

20          A. Well, the board's over here, we didn't  
21 have that relationship, but with Dennis, yes, I got  
22 the impression that Dennis was looking down the  
23 road to change the relationship.

24          Q. Did you ever talk to Dennis about the  
25 money that came in and what the 5 percent workload

1 was, and what Ron Wine might be entitled to under  
2 the books?

3 A. No.

4 Q. Did you ever ask him to calculate that?

5 A. No.

6 Q. Do you know if he did ever calculate  
7 that?

8 A. I don't know.

9 MR. IGNOZZI: No further  
10 questions.

11 MR. MATTES: Read and sign. Thank  
12 you.

13 (WHEREUPON, deposition concluded  
14 at 12:19 a.m.)

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DAVID R. HOPKINS

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State of Ohio  
SS.  
COUNTY OF MONTGOMERY

I, Jamie S. Hurley, the undersigned, a Court Reporter, and Notary Public within and for the State of Ohio, do hereby certify that before the giving of aforesaid deposition said DAVID R. HOPKINS, was by me first duly sworn to state the truth, the whole truth, and nothing but the truth; that the foregoing is the deposition given at said time and place by said DAVID R. HOPKINS; that said deposition was taken in stenotypy by the court reporter and transcribed into typewriting under her supervision; that said transcribed deposition was submitted to the witness for his examination; the court reporter was neither a relative of nor attorney for any of the parties to this case nor relative of nor employee for any of the counsel; neither the court reporter nor the affiliated court reporting firm has a financial interest under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I hereunto set my hand and official seal of office this 7th day of August, 2017.

\_\_\_\_\_  
Jamie S. Hurley  
Notary Public, State of Ohio  
My Commission Expires 06-28-20

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