

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF COLUMBIA
3 ----- X
4 HAKAN LANS, :
5 Plaintiff : Civil Action No.
6 v. : 97-2523(JGP)
7 GATEWAY 2000, INC., DELL : Civil Action No.
8 COMPUTER COMP., : 97-2526(JGP)
9 Defendants :
10 ----- X
11 UNI BOARD AKTIEBOLAG, :
12 Plaintiff, : Civil Action No.
13 v. : 99-3153(JGP)
14 ACER AMERICA CORP., et al., :
15 Defendants. :
16 ----- X
17 Videotaped Deposition of HAKAN LANS
18 Washington, D.C.
19 Wednesday, January 26, 2005, 10:06 a.m.
20 Job No.: 1-49638
21 Pages: 1 through 258
22 Reported by: Diane Gomez, RPR

1 Videotaped Deposition of HAKAN LANS, held at
2 the offices of:
3
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10 Pursuant to agreement, before Diane Gomez,
11 Registered Professional Reporter and Notary Public in
12 and for the District of Columbia.
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1 A P P E A R A N C E S C O N T I N U E D 0004
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1 A P P E A R A N C E S C O N T I N U E D 0005
2
3 ALSO PRESENT:
4 Brooke Clagett, Esquire
5 Anna Helm, Interpreter
6 Louis S. Mastriani, Esquire
7 Glenn Spitz, Videographer
8 Rodney R. Sweetland, III, Esquire
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3 By Mr. Freije 12
4 By Mr. Partridge 218
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P R O C E E D I N G S

VIDEOGRAPHER: Here begins Tape Number 1 in the deposition of Hakan Lans in the matter of Lans, et al., versus Gateway 2000, Inc., et al., in the U.S. District Court for the District of Columbia, Case Number 97-2523/97-2526/99-3153.

Today's date is January 26th, 2005. The time is 10:06 a.m. The video operator today is Glenn Spitz of LAD Reporting and Digital Videography.

This video deposition is taking place at the office of Eccleston and Wolf, 2001 S Street, Northwest, Washington, D.C., and was noticed by Michael P. Freije, counsel for the plaintiff.

Would counsel please identify themselves and state whom they represent.

MR. FREIJE: Michael P. Freije of Eccleston and Wolf, representing intervenor Adduci, Mastriani & Schaumberg.

MR. HAINLINE: Forrest Hainline; Pillsbury Winthrop, representing Hakan Lans and Uniboard Aktiebolag.

VIDEOGRAPHER: The court reporter today is

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Diane Gomez of LAD Reporting. Would the reporter please swear in the witness.

MR. PARTRIDGE: We have one more introduction. Scott Partridge, representing Dell Computer Corporation.

VIDEOGRAPHER: Would the reporter please swear in the witness.

HAKAN LANS

having been duly sworn, testified as follows:

MR. FREIJE: Before we begin, I want to state for the record that counsel for Dell, Mr. Partridge, has requested a half hour time --

MR. PARTRIDGE: That should be sufficient.

MR. FREIJE: -- to ask questions of Mr. Lans when I've completed my part of the deposition, and I have no objection to that.

Mr. Hainline?

MR. HAINLINE: None.

MR. FREIJE: Can we go off the record for a second.

VIDEOGRAPHER: We are going off the record.

The time is 10:08 a.m.

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(There is a discussion off the record.)

VIDEOGRAPHER: We are back on the record. The time is 10:08 a.m.

MR. FREIJE: For the record, I was just informed that counsel for Delphi has shown up for this deposition and would like to attend. They're not currently in the room right now, and I ask counsel to state if they have any objection to counsel for Delphi being present today.

MR. HAINLINE: I have no objection.

MR. PARTRIDGE: No objection.

12 MR. FREIJE: Okay. I will go get counsel
13 for Delphi, and then we will begin the deposition.
14 Off the record, please.
15 VIDEOGRAPHER: Please stand by.
16 We are going off the record. The time is
17 10:09 a.m.
18 (There is a recess from the record.)
19 VIDEOGRAPHER: We are back on the record.
20 The time is 10:10 a.m.
21 MR. FREIJE: For the record, Brooke Clagett
22 of Morgan Lewis, counsel to Delphi, has entered the

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1 room and will be observing.
2 EXAMINATION BY COUNSEL FOR THE INTERVENOR
3 BY MR. FREIJE:
4 Q Good morning, Mr. Lans.
5 A Good morning.
6 Q Before we begin, I would like to ask you
7 your familiarity with the English language. Do you
8 consider yourself strong with the English language?
9 A I think I'm an average person in that
10 respect.
11 Q If there's any problems today during the
12 deposition, we have this young lady sitting here who's
13 a Swedish translator who's available to assist us
14 should there be any problem communicating today.
15 A Okay. Thank you.
16 Q If at any point during the deposition you
17 would like to use her service, please stop me, let me
18 know, and we will do so.
19 A Okay. Thank you.
20 Q During Adduci, Mastriani & Schaumberg's
21 representation of you with regard to the '986 patent,
22 you always communicated with them in English, correct?

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1 A That is correct.
2 Q You've written articles in English?
3 A Yes, I have.
4 Q Have you given interviews in English?
5 A Yes, I have.
6 Q Have you ever been deposed before?
7 A No.
8 Q Let me go over some basic ground rules so
9 that you understand the process here. I'm going to
10 ask you some questions during the course of today as
11 well as counsel for Dell, Mr. Partridge. Your
12 counsel, Mr. Hainline and Mr. Wall, have an
13 opportunity to raise objections if they have a problem
14 with the question that I've posed to you. So give him
15 an opportunity, obviously, to go ahead and raise those
16 objections.
17 If at any time you don't understand one of
18 my questions please feel free to ask me to rephrase
19 your question. If at any time you need a break feel
20 free to stop me and we can take a short break off the
21 record. I remind you that you are under oath and
22 expected to tell the truth and answer my questions

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1 fully. And should we go off the record, once we go
2 back on the record you remain under oath. Do you

3 understand that?
4 A Yes, I do.
5 Q Do you have any restrictions such as
6 privacy restrictions or secrecy restrictions that
7 would prevent you from answering all of my questions
8 today?
9 A I don't know the questions.
10 MR. HAINLINE: Objection. It depends what
11 the questions are, obviously.
12 Q Fair enough. We'll address that should
13 that issue come up.
14 When did you arrive from Sweden?
15 A On Monday. Sorry, Sunday, Sunday
16 afternoon.
17 Q Have you reviewed any documents in
18 preparation of this deposition?
19 A Well, some documents, but not that much.
20 Q Do you recall which documents you reviewed?
21 A Well, I -- no, not in detail. I got a
22 package of documents which I looked at.

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1 Q Generally can you recall any documents that
2 you reviewed?
3 A I reviewed a testimony of Mr. Mastriani.
4 Q Do you recall which proceeding that
5 testimony was from?
6 A No.
7 Q Do you recall the date of that testimony?
8 A No.
9 Q Do you recall the subject area of that
10 testimony?
11 A Yes, I think I did.
12 Q And what was that?
13 A Mr. Mastriani gave his position, and I read
14 through the document and -- well, I have no direct
15 comments about the document.
16 Q Was this testimony he gave while
17 representing you?
18 A Yes.
19 Q Do you recall the court in which the
20 testimony was given?
21 A District Court of Columbia, I think.
22 Q Any other documents that you recall

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1 reviewing?
2 A Not any particular documents, no.
3 Q Other than your attorneys, have you spoken
4 with anyone about this deposition?
5 A Yes.
6 Q And who is that?
7 A People from the Swedish embassy. I had
8 lunch with them.
9 Q When did you have lunch with them?
10 A Monday noon, and then I had a short meeting
11 with them yesterday evening.
12 Q Do you recall the names of those
13 individuals you met with?
14 A Anders Ahnlid, and I do not remember the
15 name of the other person.
16 Q And what positions do they hold with the
17 embassy?

18 A I don't know.
19 Q And what did you discuss with these
20 individuals?
21 A It was more or less of social character.
22 We talked a little bit about the case and -- yeah. I

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1 have exchanged e-mails with them, or with Mr. Anders
2 Ahnlid.
3 Q Can you spell his name, by any chance?
4 A I think I have his card here.
5 Q Thank you.
6 MR. FREIJE: For the record, the first name
7 is Anders, A-n-d-e-r-s, last name, Ahnlid,
8 A-h-n-l-i-d. And he's the minister for trade and
9 economic affairs, the embassy of Sweden.
10 Q Thank you.
11 A And the name of the other person was Claes
12 Thorson.
13 Q And he was also with the Swedish embassy?
14 A Yes.
15 Q Can you briefly describe for me your
16 education.
17 A I am an electronic engineer. Then I worked
18 with research and development at the University of
19 Stockholm for almost -- or more than ten years. And
20 that was, of course, a part of my education. And I
21 also have been educated by the National Defense
22 Research Institute in Sweden. So I have, yeah, more

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1 than ten years at university.
2 Q What degrees do you currently hold?
3 A Ph.D.
4 Q From where?
5 A Uppsala University.
6 Q And what course of study did you accomplish
7 to receive the Ph.D.?
8 A Is that important for the case?
9 MR. HAINLINE: Don't worry about whether
10 it's important. He has so much time. He can use it
11 the way he wants. Just answer his question.
12 A I have been working as a scientist, and if
13 you work as a scientist you are not normally taking
14 courses. You start with the courses and then you go
15 over to science, but because of my background I
16 started immediately with the research. So you have to
17 pick up what you need during the research program.
18 Q And where was the Ph.D. received from?
19 A University of Uppsala.
20 Q Was that an honorary degree?
21 A Yes.
22 Q What year was that received?

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1 A 2000 I think.
2 Q I believe it was 1968 you received a degree
3 from another university, correct?
4 A Uh-huh. That's correct.
5 Q What university was that?
6 A The High Technical School of Stockholm.
7 Q And what degree did you receive?
8 A Master of science. It's not really

9 translatable to English, but that is I think your
 10 English...
 11 Q Thank you. You stated that for more than
 12 ten years you worked at the University of Stockholm.
 13 A That's correct.
 14 Q Did you have a job title while working
 15 there?
 16 A No.
 17 Q What type of work were you doing at the
 18 university?
 19 A Research. Geophysics, signal processing.
 20 Q You also stated that as part of your
 21 education you received -- I believe it was training,
 22 and correct me if I'm wrong, at the defense research

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1 institute.
 2 A That's correct.
 3 Q What type of training did you receive?
 4 A Signal processing. Computer science. That
 5 was a part of my work.
 6 Q And what work was that?
 7 A It was mainly signal processing, and some
 8 of the projects were classified military projects.
 9 Q Could you state in a concise way, sort of a
 10 layman's description of what signal processing is so
 11 we can understand?
 12 A Signal processing is how to use computer
 13 science and technology in order to improve signals and
 14 extract specific signals from broader signals. I also
 15 worked with computer graphics in order to be able to
 16 present signals.
 17 Q That leads me to my next question. After
 18 your work at the University of Stockholm and the
 19 defense research institute, what did you do next?
 20 A I started with different research and
 21 development projects, and I did it -- I started in
 22 parallel with my work at the university. During the

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1 research work for the defense institute and the
 2 university there were some ideas developed which could
 3 be used as or transferred into commercial projects.
 4 Q This research and development you did post
 5 University of Stockholm, defense research institute,
 6 was it on your own or was it with another company?
 7 A No. At my own. They hired me on an hourly
 8 basis. I had different plans for my studies, to start
 9 studying medicine and work with the combination of
 10 medicine and technology to combine the knowledge. But
 11 that didn't happen because I became so occupied by
 12 these research projects that I never got time to start
 13 studying medicine.
 14 Q You said people hired you on an hourly
 15 basis. Who would hire you on an hourly basis?
 16 A The National Defense Research Institute.
 17 Q Other than the University of Stockholm, the
 18 Swedish defense research institute and working on your
 19 own, did you ever work for any other entities?
 20 A I worked for a company for a short period
 21 of time. The name of that company is ScandiaMetric.
 22 Q And what business was ScandiaMetric

1 involved in?

2 A Instruments for medical research,
3 instruments for signal processing.

4 Q And what type of work did you do for them?

5 A Mainly I was responsible for technology,
6 and the purpose was to be responsible for the computer
7 division. But I found out, and other people, that the
8 company has been growing too fast. It was necessary
9 to have a larger industry group taking over the
10 company in order to take care of the fast-growing
11 company, and we have offices over Scandinavia, and I
12 think it was about five, 600 people working for the
13 company.

14 Q Do you recall the dates that you worked for
15 ScandiaMetric?

16 A I think in the beginning of the eighties.
17 It was just during a year. And the company was later
18 sold to a large investment group.

19 Q Were you still working for them when it was
20 sold to a large investment group?

21 A No.

22 Q Did you ever work with a company called

1 Ericsson?

2 A No.

3 Q The litigation that is the subject of -- or
4 the patent that's the subject of the litigation, that
5 is the suit, is what is sometimes referred to as a
6 '986 patent or the color graphics patent. You're
7 familiar with those terms?

8 A Yes, of course.

9 Q What do you understand the '986 patent to
10 be?

11 A It is some of the basic functions for color
12 graphics known as the color graphic boards today.
13 Some of the basic functions. And of course after that
14 time when I mated the development and discovery of
15 these fundamental functions in today's color graphic
16 boards, there were no color graphics on the market.
17 Well, there were some but not much. And some of the
18 functions were of significant importance to move
19 further.

20 And after the patents were filed in, I
21 think in the beginning of 1979, I think it was in
22 February or January -- January, I think, 19 -- 1979, I

1 think, additional functions had continuously been
2 added to the graphic boards, and still there are
3 coming new functions and features. But most of the
4 computer graphics boards are using these functions
5 which were developed by me during the seventies. I
6 worked with the development for I think five, six
7 years.

8 Q Was the development of this patent on your
9 own or -- was the development of this patent on your
10 own?

11 A It's a combination. In my work for the
12 defense research institute and also the university
13 there was a need for color graphic presentations in
14 order to improve and simplify the signal processing.

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15 I started thinking about these ideas and they asked me
16 to spend some time on the development, and I decided
17 to spend some of my own time in order to do a little
18 bit more than what they need for these projects.

19 So it's a combination. I think most of the
20 time is my own time spent on the project. I was
21 working more or less day and night. It was very, very
22 complex development. But the prototypes were used by

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1 the University of Stockholm and the defense research
2 institute. And I got some feedback, and I continued
3 to improve the technology, and then finally in 1979
4 the patents were filed in United States.

5 Q And who filed those patents?

6 A The patents were filed in my name.

7 Q Did you retain an American lawyer to assist
8 you with the filing of these patents?

9 A No, I did not. I worked with a company in
10 Texas called Houston Instruments, and they were
11 considering to make a product out of these functions.
12 And that company, Houston Instruments, they were
13 working with computer graphics and they were, at that
14 time, one of the largest manufacturers of graphic
15 plotters. And we decided to try to do something, but
16 we found that the technology were too early. There
17 were no personal computers, and color graphics were
18 just a little bit of the market and there were no high
19 expectations for color graphics. At that time 99
20 percent of the computer graphics were black and white.
21 So they decided that they shouldn't continue, and they
22 offer me, as a compensation for the time I spent

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1 together with them, to pay for the filing of the
2 patent. And they asked a company in Dallas, I think
3 the name is Tucker Turner Glasser, to file the patents
4 in my name. And that's how the patents were filed.

5 I remember that -- the lawyer which filed
6 the patent at Tucker Turner Glasser. His name is
7 Peter Thoma. It just happens that I remember his
8 name. I met him one time.

9 Q Okay. Did anyone other than you at the
10 time of filing the patent have an interest in the '986
11 patent?

12 A No.

13 Q Prior to the filing, your filing of the
14 patent, did anyone have an interest?

15 A Except for, maybe you can say that the
16 University of Stockholm and the defense research
17 institute had an interest in that type of product, but
18 they had no claims to be owner of the patent or have a
19 part of it, because I spent my private time on the
20 development. And they got what they asked for and
21 much more. So they were very satisfied, and so was I.

22 Q Let me go one step further and ask you more

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1 specifically, at any point in time other than,
2 obviously, there's a dispute as to whether you or
3 Uni board owned the patent, but other than that dispute
4 between Uni board and yourself individually, did any
5 other person or entity have an ownership interest --

6 A No.
7 Q -- to the '986 patent?
8 A No.
9 Q Did any other person or entity other than
10 Uni board or yourself individually have a financial
11 interest in the '986 patent?
12 A Yes, I think so. I had an arrangement with
13 a company in Stockholm called the Farrell Group, and
14 they were interested to participate and explore these
15 patents, and I signed an agreement with them so they
16 could participate in the marketing of these patents.
17 It happens that later they didn't continue. But they
18 did not have any direct ownership. Call it joint
19 venture project.
20 Q Do you recall when you signed that
21 agreement, the date?
22 A No, but I would say in the eighties,

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1 mid-eighties, around '85.
2 Q And just as some additional background, do
3 you hold any other patents currently?
4 A No, not in my name, no.
5 Q Other than the '986 patent, have you filed
6 for any patents in the U.S.?
7 A No. I have been working with a company
8 which has filed patents, also in the United States.
9 Q What is the name of that company?
10 A Global Positioning & Communication.
11 Q And what is your position with that
12 company?
13 A I have been responsible for research and
14 development and acted as a president for the company.
15 But the company is more or less what we call a project
16 company, in order to have a body for development of a
17 project. But the project started as a quite small
18 project before the Global Positioning & Communication
19 company were founded.
20 Q How many patents does -- Was it GP&C? Is
21 that the name of the company?
22 A Yes.

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1 Q How many patents does GP&C have?
2 A Just one patent, and national patent based
3 on that -- the first patent. So there are several
4 national patents. I think about -- less than 50.
5 Between 40 and 50.
6 Q And what technology is that patent for?
7 A It's communication technology. It has
8 become the world standard for maritime and also
9 aviation. So today all ships are mandatory using that
10 technology. It's the world standard known as
11 automatic identification system.
12 Q Prior to your retention of the law firm of
13 Adduci, Mastriani & Schaumberg -- and just for ease,
14 when I refer to "AMS" I'm going to refer to -- that's
15 going to be Adduci, Mastriani & Schaumberg.
16 A Yes. Right.
17 Q Prior to your retention of AMS to assist in
18 the enforcement of the '986 patent, had you retained
19 any other attorneys to assist you with this particular
20 patent?

21 A When I was working with the Farrell Group,
22 a lawyer, his name is Gunnar Berg, helped me to

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1 initiate contacts for the color graphics patent. And
2 he also arranged the contact with the Farrell Group.
3 And I do believe that he had some kind of relation to
4 the Farrell Group. And I think that's all.

5 Q For clarification, did the Farrell Group
6 put you in contact with Gunnar Berg?

7 A No. I talked to Gunnar Berg, and Gunnar
8 Berg talk to the Farrell Group. He introduced me to
9 the Farrell Group.

10 Q And Gunnar Berg was a Swedish attorney?

11 A Yes.

12 Q Had you any prior dealings with Gunnar
13 Berg?

14 A I had some contacts with him prior to that,
15 but it was not a big thing, just some consultancy.

16 Q That leads me to my next question. How did
17 you become -- or contact Gunnar Berg?

18 A I had a conflict of interest or a potential
19 conflict of interest in the United States, and I
20 needed some help. It was not much but some help, and
21 I realized that it was important to get in touch with
22 a good lawyer which had experience of the U.S. legal

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1 system. So I contacted the U.S. embassy and asked
2 them if they could recommend a Swedish lawyer which
3 had experience of the U.S. or contacts with U.S.
4 lawyers. And they did recommend Gunnar Berg, so I
5 contacted Gunnar Berg. It happens that the help were
6 not needed. I think I spend just a few hours.

7 Q Do you recall the date or the year that you
8 first contacted Gunnar Berg on this issue?

9 A I think in the beginning of the eighties.
10 Could be '81 or '80 --

11 Q I'm sorry.

12 A Or '80. I really don't remember.

13 Q It was prior to the entering of the IBM
14 license agreement?

15 A Oh, yes.

16 Q And what was the conflict of interest?

17 A I think that it was the termination of the
18 agreement with Houston Instruments. But, yeah, it
19 turns out that it really was no problem.

20 Q Other than assisting you on this potential
21 conflict of interest problem with Houston Instruments,
22 did Gunnar Berg do any additional work for you?

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1 A No, except for the contacts with the
2 Farrell Group later. And prior to contacts with the
3 Farrell Group he also contacted I think Hitachi in
4 Japan and asked them if they were interested in the
5 color graphics patent. And that moved to the
6 arrangement with the Farrell Group.

7 Q Didn't Gunnar Berg assist with the IBM
8 agreement?

9 A Yes, he did. But that was after the
10 Farrell Group were introduced, and I think you stopped
11 with the -- we stopped in the mid-eighties with the

12 contacts with the Farrell Group. We have not
13 proceeded after that. I expect questions about that
14 later.

15 Q Okay. I'm going to move to the first
16 contact you had regarding the enforcement of the '986
17 patent in the United States. Do you recall when that
18 occurred?

19 A The first contacts? I talked, I think it
20 was 1995, with my neighbor, my next neighbor, Peter
21 Utterstrom. He's a lawyer, and I think at that time
22 he was also the managing director of the Delphi law

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1 firm, and he told me that a U.S. lawyer has start work
2 for them and that this U.S. lawyer, his name is Talbot
3 Lindstrom, could be helpful for me. And he proposed
4 that we should have a meeting with him at the Delphi
5 law firm to see if they could do something for me.

6 And I think the initial ideas from Delphi's
7 side were to help me with the navigation system. I
8 told Peter Utterstrom that help were not needed, and
9 sometime later Peter asked me again if this new
10 American lawyer, Talbot Lindstrom, maybe could help me
11 with the color graphics. And I said I do have very
12 good relations to the Albi hns patent bureau and they
13 helped me and help were not needed.

14 And after some period of time he again
15 proposed that I at least could have a meeting or lunch
16 with Talbot Lindstrom, and I accepted the invitation,
17 and I finally met Peter and Talbot at their office.

18 Q This was all prior to ever meeting any
19 lawyer from AMS?

20 A That is correct.

21 Q And this was prior to ever hearing about
22 the lawyers from AMS?

0034

1 A That is correct.

2 Q I may be a little confused. Help clarify
3 for me the reason why you said you didn't need any
4 help for the, first of all, the navigation project.

5 A Because the navigation project were in
6 another company, the GP&C Systems International, and
7 there were enough people with enough experience to
8 handle the situation. And with the color graphics I
9 simply had no time. I was so overloaded because at
10 that time it became realistic that it could be the
11 world standard both for aviation and maritime, and all
12 my time were needed for that project and the
13 standardization process. And, also, if help were
14 needed, I had a relation with Albi hns patent bureau,
15 which is one of the most famous patent bureaus in
16 Sweden. I have a good relation with them, and they
17 are very, very competent. So I had no time and I
18 already had contacts, and that was the reason why help
19 were not needed.

20 Q Your first contact with AMS was as a result
21 of Mr. Utterstrom, correct?

22 A Yes. Mr. Utterstrom and Mr. Lindstrom.

0035

1 When I met them the first time I think either Peter
2 Utterstrom or Talbot Lindstrom told me that they had a

050203 Lans Deposition

3 very good contact with a law firm here in the United
4 States, and Mr. Lindstrom told me that he had personal
5 contacts. I don't remember if they mentioned the name
6 AMS or not.

7 Q Did anything result out of your initial
8 meeting with Mr. Utterstrom and Lindstrom?

9 MR. HAINLINE: Object to the form.
10 Go ahead and answer.

11 A I really don't know. I can't recall
12 exactly what happened, but I think that they took some
13 contacts with AMS.

14 Q Do you recall when you first met with the
15 AMS attorneys?

16 A I think it was in May 1996, but I'm not
17 sure.

18 Q Do you recall where that meeting took
19 place?

20 A At Delphi's office.

21 Q And do you recall who from AMS you met
22 with?

0036

1 A I think it was Mr. Schaumberg and Mr. Lou
2 Mastriani, and maybe they were -- I really can't
3 recall because I met so many people and at that time I
4 met people every day from the entire world, so it's
5 impossible for me to recall exactly who I...

6 Q The Delphi attorneys were present at that
7 meeting as well?

8 A Yes, they were.

9 Q And prior to this face-to-face meeting had
10 you ever spoken to anyone from AMS on the phone?

11 A I can't recall.

12 Q Can you recall what was discussed at that
13 meeting in May 1996?

14 A As far as I remember we talked about the
15 license agreement with IBM, the agreement between
16 Uni board and IBM, and we also talked about the Hitachi
17 case. They tried to nullify the patent during the
18 eighties, but I can't recall any details. I don't
19 like to speculate on this.

20 Q There was a discussion about enforcing the
21 '986 patent in the United States, correct?

22 A That was mentioned, yes.

0037

1 Q I believe at that meeting you told both the
2 Delphi attorneys and AMS attorneys that you neither
3 had the time nor money to pursue the enforcement
4 project.

5 A That is correct. Very limited time. And I
6 was not really interested, because of lack of time.

7 Q Also as a result of this meeting I believe
8 you stated that -- to both Delphi and AMS attorneys
9 that you didn't want to be responsible for the
10 financing of these enforcement efforts, including any
11 litigation, correct?

12 A Yes, I think that is correct. I really
13 can't recall.

14 Q At some time do you recall a discussion
15 with the Delphi and AMS attorneys regarding financing
16 for the litigation of the '986 patent?

17 A Yeah. I remember that Delphi came up with

050203 Lans Deposition

18 some framework for an arrangement with a joint venture
19 between AMS and Delphi.

20 Q And this was as a result as you cannot
21 persuade your financial group to provide financing for
22 the litigation of the enforcement action, correct?

0038

1 A I have no financial group for the color
2 graphics. It was my patent.

3 Q Then is it correct --

4 A My or Uni board's patent.

5 Q Is it correct to assume, then, that any
6 monies received from licensing agreements on the '986
7 patent were either yours or Uni board's solely?

8 A Yes.

9 Q No other entity or person received any
10 monies from license agreements other than, obviously,
11 the attorneys per your agreement?

12 A That is correct. I need, of course, some
13 understanding from the GP&C Systems International that
14 I could spend some time on that project. There were
15 people interested that I should spend all my time on
16 the navigation system. And, also, I had a possibility
17 to finance something with the GP&C, within GP&C, but I
18 simply had no time.

19 Q And what was it that you were financing
20 within GP&C?

21 A Pardon?

22 Q What was it that you were financing within

0039

1 GP&C?

2 A Financing the development project. The
3 project started 1981 and became the world standard
4 first in the late nineties, 1997 or '98. So it's
5 many, many years of research and standardization
6 process, and that is costly.

7 Q So you expended your own funds as part of
8 this GP&C navigation project?

9 A No, no, no. I was just responsible for
10 research and development. There were other people
11 involved in supporting and financing. And it turns
12 out that the GP&C project has become a part of the
13 standardization program, and I think about \$300
14 million has been spent on the project. Not by GP&C,
15 but the European commission has spent money for trials
16 and supporting of the standardization and also
17 companies. But that is another thing.

18 Q Did GP&C receive any licensing revenues
19 from the '986 patent?

20 A No.

21 Q Were the licenses under the '986 patent
22 ever listed in any place as a GP&C license?

0040

1 A Can you repeat that, clarify the question?

2 Q Were any licensees under the '986 patent
3 ever listed as GP&C licensees?

4 MR. HAINLINE: For the '986 patent as
5 opposed to for something else?

6 MR. FREIJE: We'll ask it in two different
7 questions.

8 MR. HAINLINE: I just want to make sure I

9 understand the question.
10 MR. FREIJE: Sure.
11 A I think I really don't have the substance
12 of the question.
13 Q Let me rephrase it. Were any licensees
14 under the '986 patent, anyone that signed the license
15 agreement under the '986 patent, ever listed on or as
16 a GP&C licensee for the '986 patent?
17 A No.
18 Q Same question, were they ever listed, any
19 licensee --
20 A What do you mean by "listed"?
21 Q Let's say on a Web site. GP&C has a Web
22 site, correct?

0041

1 A Yes.
2 Q Okay. On that Web site has any licensee
3 under the '986 patent been listed as a licensee under
4 the GP&C patent?
5 A No, but they are listed or names are
6 mentioned on the GP&C page. Under the sublink Founder
7 and Company Background. And the reason why they are
8 listed there is -- under Founder, because I'm the
9 founder.
10 Q Prior to entering into an agreement with
11 Delphi and AMS on an enforcement of the '986 patent,
12 you understood and, in fact, instructed that AMS would
13 be responsible for organizing the legal team for the
14 enforcement of the '986 patent, correct?
15 A I think --
16 MR. HAINLINE: Object to the form.
17 Go ahead.
18 Q You can answer.
19 A AMS and Delphi. I saw them as a -- working
20 together very closely. So it was -- to me it was
21 AMS/Delphi.
22 Q You also instructed AMS and Delphi to

0042

1 identify and list the necessary investors to finance
2 the enforcement efforts on the color graphics patent,
3 correct?
4 A No, we didn't discuss that. They -- no.
5 Q I'm going to show you what we'll mark as
6 Lans Deposition Exhibit Number 1.
7 (Deposition Exhibit Lans 1 was marked for
8 identification and was attached to the transcript.)
9 MR. HAINLINE: Let's go off the record for
10 one second.
11 VIDEOGRAPHER: We are going off the record.
12 The time is 10:59 a.m.
13 (There is a recess from the record.)
14 VIDEOGRAPHER: We are back on the record.
15 The time is 11:07 a.m.
16 Q Right before we went off the record I was
17 about to show you Lans depo Exhibit 1. Before I get
18 into that I would like to mark another exhibit as Lans
19 2.
20 (Deposition Exhibit Lans 2 was marked for
21 identification and was attached to the transcript.)
22 Q Dr. Lans, if you could briefly look at this

1 document. I believe you testified a short time ago
2 about the GP&C Web site, that there was a listing of
3 licensees under the founder link of the Web site?

4 A Yes.

5 Q Is this an accurate copy --

6 A Yes, it is.

7 Q -- of the Web site?

8 If you look at page three --

9 A Yes.

10 Q -- of this document, Company Background.

11 A Yes.

12 Q It says there "GP&C Systems International,"
13 and it's the last sentence there. "GP&C Systems
14 International AB and its associated companies has
15 license agreements with a large number of
16 internationally well-known companies such as," and it
17 lists a number of companies, Apple Computer, Inc.
18 through Wang Laboratories, Inc. Does GP&C have any
19 license agreements with any of those companies?

20 A No. I think that is wrong. It should be
21 Hakan Lans or GP&C and Hakan Lans, because it's under
22 the link Founder, GP&C, so it should be added GP&C

1 Systems and Hakan Lans or Uni board. It's only to get
2 a background of who I have been communicating with.

3 Q And these are all licensees under the '986
4 patent?

5 A I think so, yes. Some of them are, I
6 think, also licensee -- no. Yes, it's mainly the '986
7 patent, true.

8 Q Thank you. Now I'm going to hand you what
9 has been marked as Lans 1. Please take a few moments
10 to review this document, if you would.

11 A Yes. Any particular page or paragraph?

12 Q Do you recognize this document?

13 A Yes, I do.

14 Q And could you identify what this document
15 is?

16 A I think this is the agreement between me
17 and Uni board and Delphi AMS.

18 Q Just for my clarification, I'm looking to
19 see where it says this agreement is between Uni board
20 and AMS. Can you point that out to me, please.

21 A No, but when we talked about this, from the
22 beginning, we talked about Uni board and me, and I did

1 not draft this, but we have to talk to the person who
2 drafted this why Uni board is not mentioned. I can't
3 answer that question, because I did not answer this --
4 did not draft this proposed agreement.

5 Q You signed this agreement.

6 A Yes, I did.

7 Q This agreement is between -- states it's
8 between Hakan Lans and Delphi and AMS?

9 A That is correct.

10 Q And if you turn to page three, Mr. Lans.

11 A Yes.

12 Q At the very bottom where it states "I
13 hereby acknowledge that the above is the understanding
14 and agreement between myself and the firms."

050203 Lans Deposition

15 A Uh-huh.
16 Q And then signed by you?
17 A Yes.
18 Q There's no indication of Uni board on this
19 document, is there?
20 A No. I can see that.
21 Q And it says it's an agreement between you
22 individually and the firm, correct?

0046

1 A Yes. Yes, that's true.
2 MR. FREIJE: For the record, Lans Exhibit 1
3 is also Exhibit 9 to intervenor's motion or opposition
4 to plaintiff's motion for reconsideration.
5 Q Prior to -- strike that.
6 As part of the representation of you by AMS
7 and Delphi there came a time where it was decided that
8 notice of infringement letters would be sent to
9 several American computer companies that allegedly
10 were infringing on your '986 patent, correct?
11 A Yes.
12 Q I'm going to show you what we'll have
13 marked as Lans 3.
14 (Deposition Exhibit Lans 3 was marked for
15 identification and was attached to the transcript.)
16 Q You've been handed a document which is
17 dated September 27th, 1996, re notice of infringement
18 of U.S. Patent Number 4,313,986. This is Exhibit 23
19 to intervenor's opposition to the motion for
20 reconsideration. Do you recall, this is --
21 A Yes.
22 Q -- a draft notice of infringement letter

0047

1 that went to the computer companies?
2 A Yes.
3 Q Do you recall reviewing this prior to when
4 it went out?
5 A I think I have seen this. I don't really
6 recall, but most likely I have been reading this
7 document.
8 Q And you approved the sending of this notice
9 of infringement letter to the computer companies,
10 correct?
11 A I don't know if I approved or not, but I
12 have seen the document, I think.
13 Q In the first paragraph on page one of Lans
14 Exhibit 3 it states that, This firm represents Hakan
15 Lans, the inventor and owner of U.S. Patent Number
16 4,303,986.
17 A Yes.
18 Q Directed to data processing systems and our
19 press for graphics split, correct?
20 A That is correct.
21 Q We'll move on from this exhibit. At some
22 point in time -- strike that.

0048

1 As a result of this notice of infringement
2 letter that went out sometime in the fall of 1996,
3 certain companies entered into license agreements,
4 correct?
5 A I think that is correct, yes.

050203 Lans Deposition

6 Q And yourself or Uni board received funds as
7 a result of the license agreements that were entered?

8 A Yes, Uni board received the funds. They
9 were sent to Uni board.

10 Q And that is because you instructed your
11 attorneys, Delphi and AMS, to wire funds to Uni board,
12 correct?

13 A I don't know if I instructed them or not,
14 but the money came to Uni board. I think they asked
15 for the account number and I gave the account number
16 to Uni board.

17 Q And the reason you gave Uni board's account
18 number is because they had the financial rights to the
19 patent, correct?

20 A That is correct. The money went the same
21 way as the well-known IBM license agreement. Uni board
22 is a part, and this was well-known to all of us, all

0049

1 involved.

2 Q Even though certain companies entered into
3 license agreements, there were several computer
4 companies that did not enter into license agreements
5 as a result of this notice of infringement letter,
6 correct?

7 A I think that is correct.

8 Q At that point there was discussion between
9 yourself and AMS and Delphi regarding litigation to
10 those companies that chose not to enter into license
11 agreements, correct?

12 A Yes, that is also -- it was discussed, yes.

13 Q And at some point prior to the initiation
14 of litigation you entered into a subsequent agreement
15 with Delphi and AMS to represent you in the litigation
16 actions, correct?

17 A I think this agreement is based on -- or
18 the litigation is based on what we started here in
19 this first agreement. It's possible that we signed an
20 additional agreement to proceed.

21 Q To help refresh your recollection I'm going
22 to show you what I'm going to have marked as Lans 4.

0050

1 (Deposition Exhibit Lans 4 was marked for
2 identification and was attached to the transcript.)

3 Q Have you had a chance to look at this
4 document?

5 A Yes. We are talking about Exhibit Number 4
6 now?

7 Q Yes, Exhibit Number 4. Which refers in
8 that first line to your agreement dated July 23rd,
9 19 -- or --

10 A Yes.

11 Q Yeah. It refers to the agreement dated
12 July 23rd, 1996, which is Exhibit 3, Lans Exhibit 3,
13 correct?

14 A One.

15 Q I'm sorry, one.

16 A Yes.

17 Q Which was an agreement signed between
18 yourself and the firms AMS and Delphi?

19 A Uh-huh.

20 Q Correct?

21 A That's correct.
22 Q The second paragraph of this letter

0051

1 confirms that you and AMS -- sorry. In the second
2 paragraph you hereby confirm that Mr. Mastriani and
3 his firm of AMS represent you in the matters
4 concerning the infringement against the '986 patent
5 and that they have the authority to perform
6 litigation, correct?

7 A That is correct.

8 Q And you signed this document?

9 A Yes, I did.

10 Q And directing your attention to the second
11 sentence of that second paragraph -- let me just
12 state, you prepared this letter, correct?

13 A This letter?

14 Q Yes. Lans 4. Did you prepare this letter?

15 A I can't recall.

16 Q Do you believe anyone prepared this letter
17 for you?

18 A I think so, yes. Because that is not the
19 way I type. I can't recall. Possibly Delphi. That
20 is not the way I write fax number.

21 Q Let me direct your attention to the second
22 sentence of paragraph two. You confirm that AMS

0052

1 represents you in the matters concerning your -- or it
2 says "against my '986 patent," correct?

3 A Yes.

4 MR. FREIJE: For the record, I don't know
5 if I mentioned it, Lans Exhibit 4 is also Exhibit 25
6 to the intervenor's opposition to the motion for
7 reconsideration.

8 A Again, when I'm reading this letter I'm
9 convinced that someone wrote this letter for me,
10 because that is not the way I write.

11 Q You read it before you signed it, of
12 course?

13 A Definitely.

14 Q And that is your signature on the bottom of
15 Lans 4?

16 A Yes, it is.

17 Q At some point in time do you recall someone
18 from AMS proposing to you the option of assigning an
19 ownership interest in the '986 patent to a separate
20 entity?

21 A I can't recall that.

22 Q Let me show you --

0053

1 A You mean the -- transferred the rights from
2 Uni board to another entity?

3 Q No. At some point in time did someone from
4 AMS discuss with you, prior to the filing of
5 litigation -- strike that.

6 Did someone from AMS ever discuss with you,
7 prior to the sending of the notice of infringement
8 letters, the possibility of assigning some rights of
9 ownership in the -- your patent from you individually
10 to some separate entity to notify --

11 A Oh, you mean from --

12 Q -- possible infringers?
13 A You mean from Uni board? Because it was
14 well-known that Uni board has all the rights to receive
15 the money. So you mean from Uni board?
16 Q No. I mean from you, individually, as
17 owner of the '986 patent.
18 A We did not make any distinction between me
19 and Uni board. I'm -- I have always been the director
20 of Uni board, and I've also been Hakan Lans. So "you"
21 means Uni board and Hakan Lans. And this was
22 well-known from the very, very beginning. I was the

0054

1 registered owner, and Uni board had the rights to
2 collect money for the patent. That was well-known.
3 So if we are talking about transferring, it must
4 include Uni board.
5 Q As we sit here today, Mr. Lans, is your
6 position that Uni board owned the title of the patent
7 always?
8 A I'm not a lawyer so I don't know, but I
9 have told them that the patent has been registered in
10 the name of Hakan Lans, and I've also used the phrase
11 that the patent is owned by Uni board, and we have been
12 talking about that from the beginning. And it was
13 well-known, the conditions. I don't know who is the
14 owner, is it Uni board or is it Hakan Lans.
15 Mr. Mastriani told me that the owner is the part which
16 is registered as the owner. To me as a scientist I
17 believe that the owner is the company or the entity
18 which has the rights to collect money. I don't know
19 what is wrong or right, but I hope that I could trust
20 the two law firms. They were experts, and I gave them
21 the facts, and I was listening to them. And when they
22 talk to me, when they write "you," I assume that they

0055

1 mean you in the capacity of director of Uni board and
2 in the capacity of Hakan Lans. We never made a
3 distinction between director Lans and Dr. Lans. It
4 was the same. And they did represent both.
5 And I think and I hope that I were able to
6 trust them and that they made the right thing. It was
7 not just one law firm; it was two. I did not know
8 from a legal point of view what is valid here in the
9 United States.
10 Q When you say two, you're referring to AMS
11 and Delphi?
12 A Yes. I did trust them.
13 Q Now, you said you, individually, were the
14 registered owner of the patent?
15 A I registered as an individual as the owner
16 in the United States. And the money from IBM were
17 received by Uni board, and to me it's Uni board which is
18 the owner, because Uni board has the benefit of the
19 patent. I don't know if this is correct or wrong,
20 because I'm a scientist, I'm not a lawyer. And I hope
21 I can trust the lawyers that they did the job. I told
22 them exactly the facts.

0056

1 Q This was your position maintained
2 throughout?

050203 Lans Deposition

3 A I gave them the facts from the beginning,
4 and I hope that they did their job. And I hope that I
5 could trust them.

6 Q Just to clarify for the record, from 1996
7 when this agreement was entered into between Delphi
8 and AMS to enforce the '986 patent, it was your
9 position that Uniboard was the owner of the patent?

10 A I didn't know -- well, I believed as a
11 layman that Uniboard was the owner. But Mr. Mastriani
12 told me that in the United States from legal point of
13 view I would be registered to be owner and for that
14 reason the owner.

15 Q In Sweden you were the registered owner,
16 correct?

17 A In the United States.

18 Q Also in Sweden?

19 A I think so, I think so. Yes.

20 Q And in Sweden is it your understanding that
21 the registered -- the name that the patent is
22 registered in is considered the owner?

0057

1 A In Sweden I think this is of no importance
2 in this type of case. If there are a conflict between
3 Uniboard and Hakan Lans, then of course it is of
4 importance, but...

5 Q Well, I'm asking you your understanding.

6 A I have no understanding at all. I'm a
7 scientist. I'm not a lawyer. And I was surrounded by
8 lawyers, very, very competent people, and I trusted
9 them. I hope they did what they should do. And I
10 gave them the facts.

11 Q Had you ever contacted the patent registry
12 in Sweden --

13 A No.

14 Q -- regarding --

15 A No.

16 Q Never contacted them?

17 A Yes. I called them one time and asked them
18 who is the owner.

19 Q And let me finish the question.

20 A Okay.

21 Q Did you ever, in the context of the
22 ownership of the '986 patent, ever contact the Swedish

0058

1 patent registry?

2 A Yes. I think in the year 2000 or maybe
3 '99, and asked them after it has been determined that
4 it was wrong, but not before that. When the question
5 comes up.

6 Q Right. And what did the Swedish patent
7 registry inform you?

8 A They -- I think they told me that it was of
9 no importance and they said that Hakan Lans were the
10 owner initially because they just checked.

11 You see, it's not a relevant question in
12 Sweden. If you call the patent office and ask them
13 who is the owner, they believe that I like to be in
14 touch with the owner and they give a name, Here's the
15 person you can talk to. Yeah. I think it's different
16 between Sweden and the United States. But I don't
17 know that. You have to ask the lawyers. They can

18 tell you.

19 Q Sure. But you do have knowledge of who the
20 registered owner in Sweden is?

21 A That is Hakan Lans.

22 Q And you do have knowledge who is registered

0059

1 as the owner in the United States patent office?

2 A That is Hakan Lans.

3 Q And where does it state that Uni board is
4 the owner of the '986 patent?

5 A Well, I think in -- it's not written
6 anywhere. I mean, I assume as a layman that if
7 someone receives money or entitled to receive money
8 and pay tax, that they have the benefit of the patent.
9 And to me that is the owner. But from legal point of
10 view I have no idea. I simply trusted what they told
11 me.

12 And I also wrote my opinion, in order to
13 clarify everything, in a fax dated February 19, '97.
14 I gave them my opinion. And I also asked them to make
15 it clear, because there were confusion. I talked to
16 Mr. Mastriani in 1996 and said to him that I don't
17 like to have my family involved if something happens.
18 And Mr. Mastriani said that I were the owner, because
19 I were the registrated owner. And this is the
20 important thing in the United States. So I decided to
21 change the registration in the United States from
22 Hakan Lans to Uni board so it became clear.

0060

1 And if you recall the fax, maybe you can --
2 maybe you have the fax and we can take a look at the
3 fax. I wrote, in order to make this clear, I signed
4 an application form for changing registration in the
5 United States to Uni board. And I had signed that
6 application form, and I wrote that Dr. Grennberg will
7 send you this document. And I expected that AMS
8 should do their job, because that was my will. And
9 also to make it clear I wrote very clearly in order to
10 make this clear so there should be no confusion who
11 were the owner, because I simply didn't know.

12 Q Did Mr. Grennberg ever send AMS a copy of
13 what you just told me?

14 A That is what he told me. Because they
15 can't change the registration in Sweden. It is always
16 done in the United States. And they do have a U.S.
17 partner which are changing registrations, but I recall
18 that Dr. Grennberg said we should not do this, we
19 should just mail it to AMS and they can decide what to
20 do and change the registration for you.

21 Q Did you ever sign the document that
22 reassigned the patent to Uni board for filing in the

0061

1 U.S.?

2 A The application form?

3 Q Yes.

4 A Yes, I did.

5 Q And was it ever filed with the U.S. Patent
6 and Trademark Office?

7 A That question can only be answered by AMS.
8 I asked them to do it.

050203 Lans Deposition

9 Q Do you have a copy of this document?

10 A Which?

11 Q Do you have a copy of the document that
12 reassigns the patent, or assigns the patent to
13 Uni board --

14 A No, I signed, and the document was sent by
15 Dr. Grennberg to AMS. I can't guarantee that the mail
16 system works, but this is what I wrote, and I expected
17 AMS to follow up if they didn't receive the
18 application form. But most likely they received the
19 application form. But I don't know.

20 Q Did you ever receive confirmation that the
21 patent was assigned to Uni board from the Patent and
22 Trademark Office?

0062

1 A No. But that is a question you should ask
2 Mr. Mastriani. I told him what I have done, and he
3 also -- I talked to him on the telephone about this,
4 so he knows. And, obviously, he didn't change the
5 registration, he didn't follow up on my instructions.

6 MR. FREIJE: I'm going to show you what
7 we'll have marked as Lans Deposition Exhibit 5.
8 (Deposition Exhibit Lans 5 was marked for
9 identification and was attached to the transcript.)

10 MR. FREIJE: Exhibit 5 is Exhibit 35 to
11 intervenor's opposition to the motion for
12 reconsideration. It's an e-mail from Hakan Lans to
13 Adduci, Mastriani & Schaumberg, with a cc to Peter
14 Utterstrom and Talbot Lindstrom, dated Tuesday, August
15 10th, 1999.

16 A Uh-huh.

17 Q Is that accurate?

18 A Yes.

19 Q Do you recall sending this e-mail?

20 A I can't recall it, but I most likely sent
21 it.

22 Q Is this the e-mail that you just testified

0063

1 about regarding contacting AMS that Dr. Grennberg was
2 going to --

3 A No.

4 Q This is not?

5 A No. It's dated the 19th of February, 1997.
6 19th of February, 1997. It's a clear instruction.

7 Q It's a clear instruction to do what?

8 A To change the registration. I remember
9 that this fax to Mr. Mastriani has been mentioned in
10 his deposition.

11 Q Let me show you what's marked as Lans 6.
12 (Deposition Exhibit Lans 6 was marked for
13 identification and was attached to the transcript.)

14 A Yes, this is the fax --

15 MR. HAINLINE: Hold it.

16 Q You've been given a document which has been
17 identified as Lans 6. It's a fax to Lou Mastriani
18 from Mr. Hakan Lans dated February 19th, '97. I
19 believe this is Exhibit 9 to the motion for
20 reconsideration filed by the plaintiff.

21 Is this the document?

22 A Yes, it is. It is the document I had

1 mentioned before, during this deposition.

2 Q Okay. Can you direct my attention to where
3 it informs AMS to change the registration at the U.S.
4 patent office?

5 A Okay. The company has the same address as
6 my private address. In order to make this clear, I
7 have signed a paper changing registration at the U.S.
8 patent office. Dr. Grennberg will send you this
9 document. "Dr. Grennberg will send you this
10 document." And I expect that if I write that
11 Dr. Grennberg will send you this document, it includes
12 that Mastriani should do something with the document
13 when he receive it. However, in addition to this
14 February 19 fax, I also talked to Mr. Mastriani over
15 telephone. And I think this was mentioned in
16 Mr. Mastriani's deposition that we talked on the
17 telephone. I think Mr. Mastriani contacted me. That
18 is what I read.

19 Q You stated deposition. Mastriani
20 deposition?

21 A Sorry, testimony.

22 Q That you read prior to this deposition?

1 A I just flipped through it. I didn't read.

2 Q So it's your position that Mr. Mastriani
3 testified regarding the changing of the registration
4 in the U.S. patent office?

5 A I don't know. I did not read any details
6 so I can't answer that question. But the fact is that
7 we talked over telephone. I think that is the
8 important thing.

9 Q And do you have a copy of the signed paper
10 that Dr. Grennberg was supposed to send to --

11 A I don't have a copy. But if Mr. Mastriani
12 for one reason or another did not receive the
13 document, I have informed him, has been sent to him, I
14 expect that Mr. Mastriani will call me and say I never
15 received the document or I received the document. I
16 heard nothing, and I think I have reason to believe
17 that Mr. Mastriani received this document. If not, I
18 think it's his responsibility to tell me, Please sign
19 a new one. The mail system did fail.

20 Q So is it your testimony today that it was
21 your intention that Uniboard be the owner of the '986
22 patent?

1 A Yes.

2 Q As of February 19th, 1997, it was your
3 intention --

4 A That is correct. And I think this has also
5 been mentioned in other document. And I also mention
6 this during this deposition, that I did not like to
7 have my family involved in a legal court case. I like
8 to separate my family from my work. So this was
9 definitely my intention.

10 And I think maybe this fax is not good
11 English, but I think my intentions are very, very
12 clear. And if we have any confusion about this we
13 maybe can ask the interpreter if there are uncertainty
14 of what I'm writing here. I've done my best, and I

15 expected that my lawyers should ask me if there were
16 any uncertainty about this.

17 Q Did you have any difficulty understanding
18 any of my questions regarding this document, that we
19 need the Swedish interpreter?

20 A No, but if we have a question about
21 interpretation of what I wrote, I can see it's not
22 perfect English.

0067

1 Q But you did write this document, correct?

2 A Yes, I did.

3 Q And you wrote this document in English,
4 correct?

5 A Yes. But I think it's not correct English.
6 But I think that when I read it now that it is clear
7 what I mean. And I think it is a clear instruction.
8 And also, how to proceed from this, and I think that
9 AMS knows that a Swedish patent attorney does not
10 normally change registrations. They are using a U.S.
11 partner. And I think it's obvious that in this case
12 AMS should be responsible for changing for execution
13 of this so we avoid interference. I hope this is
14 clear.

15 Q But you have no evidence to show that this
16 paper for changing registration was ever signed, other
17 than your testimony?

18 MR. HAINLINE: Objection.

19 A No, I don't have any, but I think to me
20 this was not an important question because if
21 something happens with the document -- I mean, a lot
22 of things can happen in the mail system. With this

0068

1 knowledge or this information, I really expect that
2 AMS should call me if they didn't receive the
3 information. Or maybe they had another application
4 form which is an updated version. I did expect that
5 they should send me that application form. Or maybe
6 they had another procedure, a local procedure. I
7 don't know. I'm not a lawyer. But the important
8 thing is that I did tell them -- I did tell them that
9 I believed that Uni board were the owner.

10 Q And you consistently held this position
11 throughout the representation of you by AMS, correct?

12 MR. HAINLINE: Object to the form.

13 A I really didn't know, because Mr. Mastriani
14 told me prior to this fax that according to the U.S.
15 legal system I was the owner because I was
16 registered. And I also remember that Mr. Mastriani
17 told me that I also were the owner of the company, so
18 I were the owner. And it makes sense to me. But I
19 had a slightly different opinion. So after I signed
20 this I believed that everything were clear. But after
21 awhile, I think quite a long time, maybe half a year,
22 I gradually start to understand that the registration

0069

1 has not been changed to Uni board. I didn't understand
2 that immediately. No one told me that nothing happens
3 with my instruction. And when I realized, maybe after
4 half a year or one year or maybe even more, when the
5 registration were not changed, I recall what

6 Mr. Mastriani told me, and I believed that, okay, they
 7 didn't do what I asked them to do. And for that
 8 reason I am the owner.
 9 Q Did you ever provide any correspondence to
 10 AMS -- strike that.
 11 Did you ever provide any written
 12 correspondence to AMS --
 13 A I was faced with the fact --
 14 MR. HAINLINE: Wait until he finishes his
 15 question before you answer so you know what you're
 16 answering. Thank you.
 17 MR. FREIJE: Thank you.
 18 A I did not finish the previous answer.
 19 MR. HAINLINE: Oh. You didn't finish your
 20 previous answer?
 21 THE WITNESS: No.
 22 Q Please, if I cut you off, please continue

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1 on your previous answer.
 2 MR. HAINLINE: Can I have the previous
 3 question back so I have an idea of what we're
 4 answering here?
 5 (The record is read.)
 6 MR. HAINLINE: Could you give the answer to
 7 the point he was cut off?
 8 (The record is read.)
 9 Q Do you wish to continue your answer to that
 10 question?
 11 A No. I'm a little bit lost, and I think the
 12 answer was quite clear.
 13 Q Do you have any written evidence as to what
 14 Mr. -- you testified Mr. Mastriani told you regarding
 15 ownership?
 16 A No. He told me by telephone.
 17 Q Was there any written communication from
 18 you regarding UniBoard as the owner, other than this
 19 February 19th, '97, e-mail?
 20 A No. And for that reason I decided to write
 21 this, and I also decided to take the step to make it
 22 clear, because there were an uncertainty. I never got

0071

1 a feedback from Mr. Mastriani about this. It was
 2 unclear. It was unclear. That is the reason why I
 3 wrote -- first of all, let us read this document.
 4 Q Well, no. I think we've asked enough
 5 questions about this document. Just who drafted the
 6 paper for changing the registration?
 7 A It was a printed form. I put my name and I
 8 think the address.
 9 Q Where did you get the printed form from?
 10 A From Dr. Grennberg. He mailed it to me. I
 11 asked him, Can we change. Well, we have some
 12 application forms, I can send you one. He sent me
 13 one.
 14 Q Do you have any documentation,
 15 correspondence from Dr. Grennberg to you --
 16 A No, he just sent me an application form as
 17 a service. I can recall what he said. I said, I
 18 think it's -- we should make it clear. And he said,
 19 That's a very good idea. And I think I have an
 20 application form here in -- in my table, and he said,

21 Yes, I have one, I can mail it to you.
22 Q Dr. Grennberg mailed it to you?

0072

1 A Yeah, he mailed me. And I filled the
2 application form and I returned in another envelope.
3 Q To Dr. Grennberg?
4 A To Dr. Grennberg.
5 Q Why didn't you return it to AMS or forward
6 it to AMS?
7 A Because I thought that Albi hns patent
8 bureau could make the registration. I talked to
9 Dr. Grennberg in another matter, and he said, Hakan,
10 we are not -- we can't change it from Sweden. We are
11 using normally a U.S. partner in the United States for
12 changing registration. But in this case you should
13 let AMS do it because they are working for you, and we
14 should not do different things. You should do it at
15 the same place. And I answered, Yeah, I understand
16 you. Well, I can mail it to them. And, I mean, it
17 was not a job. It was just a question of writing a
18 name and address on an envelope. And he mailed it.
19 He claimed that he mailed it.
20 Q Do you have any documentation that he
21 mailed that?
22 A No. Except -- and it was not necessary,

0073

1 because I wrote it very clear here. So Mr. Mastriani
2 had the information and he did expect to receive this
3 form. And I did expect that if something happens, it
4 could happen, even if it's very, very unlikely, that
5 Mr. Mastriani should call me. And you should read it
6 in order to make it clear, it was important to me to
7 make everything clear so I didn't have my family
8 involved.
9 Q And I want to make it clear today. That's
10 the purpose of today's deposition is to make it clear,
11 and to clear this up. It was your intention all along
12 that Uni board would be the owner of the graphics
13 patent, color graphics patent?
14 MR. HAINLINE: Object to the form.
15 Go ahead and answer it.
16 A Well, that, as a layman I believed was a
17 good way to do it. But maybe I could be wrong. But
18 no one told me that, Hakan, we did not recommend you,
19 we do not recommend you to do this. No one talked
20 about this. Except for the telephone conversation
21 shortly after this e-mail when I talked to
22 Mr. Mastriani. And I can recall that telephone call

0074

1 very well.
2 Q Okay. Well, my specific question to you is
3 that it is your testimony today that you wanted
4 Uni board to be the registered owner --
5 A Yes.
6 Q -- of the '986 color graphics patent?
7 A That is correct.
8 Q When you found out that this change in
9 registration wasn't done, did you do anything to
10 revisit the changing of the registration on the U.S.
11 patent?

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12 A Unfortunately, it was too late. And I can
13 never forget Mr. Mastriani, that he didn't do what I
14 asked him to do. Because that created a lot of
15 problems for me.

16 Q The date of this document, which is Lans 6,
17 is February 19th, 1997, correct?

18 That's the date, February 19th, 1997?

19 A Yes, you are talking about this fax again.
20 Yes.

21 Q I believe you stated a little while ago
22 that six months later you found out that it wasn't

0075

1 done. Is that accurate?

2 A No, it's not.

3 MR. HAINLINE: Object to the form.

4 Q Okay. When did you find out it wasn't
5 done?

6 A I said that maybe six months, maybe a year,
7 maybe more.

8 Q And did you do anything when you found out?

9 A No. It was too late. The process were --
10 everything has started when I -- I did not -- never
11 receive any kind of information that my instructions
12 were ignored. I started realize after a long time
13 that my instructions were ignored.

14 Q I'd like to go back in time a little bit to
15 the IBM licensing agreement that was entered into in I
16 believe 1989. Do you recall the events surrounding
17 that license agreement --

18 A Yes.

19 Q -- with IBM?

20 A I do.

21 Q Can you briefly summarize how you came to
22 contact IBM regarding a license agreement?

0076

1 A Yes. I think Gunnar Berg initiated the
2 contacts with IBM, and I talked to them for quite a
3 long period of time. My contact person were a patent
4 attorney at IBM office in Sweden. I think he was the
5 manager for the patent department at the IBM. And
6 after a very long period of time IBM decided to sign a
7 license agreement for the '986 patent. And then we
8 met, I think in Holland, in order to make a license
9 agreement.

10 The lawyer Gunnar Berg and his assistants
11 and some other people were with me. And I'm not a
12 businessman, so they prepared everything and
13 communicated with IBM. And because of the tax
14 situation in Sweden, it is a significant difference if
15 you collect the money as a company. I think that is
16 basically 33 percent in tax for a company. If you
17 collect the money as an individual, then it's
18 impossible to collect such amount of money, because
19 the tax can be 95 percent. And the reason is very
20 simple. Private tax include social security, etc.,
21 and with this amount of money it's not a question of
22 an income; it's a question of money for further

0077

1 research and development projects. And you can't
2 collect the money as an individual. So Gunnar Berg

3 has arranged so we could collect the money in a
4 company.

5 And when I came to Holland they told me
6 that they have arranged so the money should be paid to
7 a Dutch company. And I don't like to do things which
8 are not perfectly clear, so I said I don't like to
9 collect the money in a Dutch company, I like to
10 collect the money in a Swedish company and pay Swedish
11 tax so no one can claim that I tried to avoid tax by
12 using a Dutch company. And they said, Okay, let us
13 solve that problem by making a license agreement with
14 your Swedish company, Uni board.

15 At that time there were a nullity
16 proceeding initialized by Hitachi in Germany, and for
17 that reason Dr. Pietzcker in Germany, which were
18 responsible for that process, had told me that you
19 can't change registration of a patent when you have an
20 ongoing process in Germany. I can't recall if he told
21 me it's impossible or if he didn't recommend or if it
22 was from legal point, but he said that you should not

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1 change the registration because you can't do it, that
2 will create problems. But IBM and Gunnar Berg, they
3 found that problem easily could be solved by signing
4 an agreement between me and Uni board. And IBM drafted
5 such agreement between me and Uni board.

6 Gunnar Berg read the draft prepared by IBM
7 and he said to me, This is okay, sign here. I read
8 through the document, verified the address, names,
9 etc., were correct, and I signed. And IBM started to
10 draft the agreement between IBM and Uni board. During
11 that process when they were drafting the new
12 agreement, I think it was standard agreements, Gunnar
13 Berg said, Oh, we should change this. And he talked
14 to IBM people and said, Oh, change this. And they
15 said yes. And they changed and gave me a new
16 agreement. I really don't know what they changed,
17 but, again, I was surrounded by lawyers and I did
18 trust them. And I signed a second agreement between
19 me and Uni board, and then I signed the agreement
20 between IBM and Uni board. And Uni board collected the
21 money.

22 When I came back to Sweden I talked to the

0079

1 German lawyer, Dr. Pietzcker, and told him now the
2 agreement has been signed between IBM and Uni board and
3 Uni board will collect the money. And he asked me,
4 Okay, did you change the registration or did you
5 transfer the rights to collect money to Uni board? And
6 I said, Well, I think they did correct, because we
7 were talking about just transferring the rights but --
8 or not changing the registration. So I called Gunnar
9 Berg and said, Did we keep the registration in the
10 name of Hakan Lans? Dr. Pietzcker has asked me to
11 confirm. And Gunnar Berg responded, Yeah, I take --
12 we changed the agreement, we modified the agreement
13 and we took care of that, so everything is okay.

14 So I called Dr. Pietzcker and said that
15 Gunnar Berg claimed that everything is okay. And
16 Dr. Pietzcker said, Well, nothing is okay if I can't
17 confirm it myself. I called Gunnar Berg and asked him

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18 to fax the final version, version two of the agreement
19 to Dr. Pietzcker. Gunnar Berg didn't do that, because
20 Gunnar Berg and Dr. Pietzcker were two very, very
21 different people. And Gunnar Berg said that I'm
22 responsible for the entire deal and Dr. Pietzcker is

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1 responsible for the German case, and I can -- I take
2 responsibility for this.

3 So I were between these two lawyers, two
4 very, very well-known lawyers. So I decided to write
5 a clarification contract. I think Dr. Pietzcker
6 mentioned that if you can't get the agreement you can
7 always write a new one. So I wrote a clarification
8 contract. And I faxed that clarification contract to
9 Gunnar Berg, and he said, This is not necessary
10 because we changed this, as I told you, in agreement
11 two. And that's it. That's it.

12 What I have seen in this case, what the
13 computer companies has presented to the court, that I
14 don't know if it's version one or version two. But
15 with my knowledge I believe it's version one. So that
16 is a nonvalid document which has been presented. But
17 I don't know that.

18 Again, I hope that I can trust the lawyers.
19 I'm not a lawyer. I must trust them. I don't know
20 the different legal systems. I don't even know the
21 Swedish legal system.

22 Q Did you ever provide AMS with a description

0081

1 of these negotiations that you just communicated to me
2 prior to the filing --

3 A You mean these agreements?

4 Q Please let me finish the question.

5 Did you ever discuss with AMS the
6 negotiations between Gunnar Berg and IBM prior to the
7 sending of the notice of infringement letters in the
8 fall of 1996?

9 A Well, I, during the first meeting with AMS
10 at Delphi's office, we talked about this agreement. I
11 don't remember how many details we discussed, but
12 definitely that I signed an agreement between Uni board
13 and IBM. I don't know when they got a copy of that
14 agreement. I think I gave the copy to Delphi. But we
15 were talking about this, and also later that I have
16 signed agreement, and this was obvious, between myself
17 and Uni board, because that was a requirement from IBM,
18 which is obvious.

19 MR. FREIJE: The videographer has only a
20 couple minutes left on his tape. I propose we break
21 for lunch.

22 MR. HAINLINE: That's fine.

0082

1 MR. FREIJE: And when we come back we'll
2 have a fresh tape.

3 VIDEOGRAPHER: Please stand by.

4 This marks the end of Tape 1 of the
5 deposition of Hakan Lans. We are going off the
6 record. The time is 12:13 p.m.

7 (A luncheon recess is taken.)
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1 AFTERNOON SESSION
2 VIDEOGRAPHER: This marks the beginning of
3 Tape 2 of the deposition of Hakan Lans. We are back
4 on the record. The time is 1:17 p.m.
5 Q Mr. Lans, when we broke for lunch we were
6 discussing the IBM license agreement between IBM and
7 Uni board. I will provide to you what we'll mark as
8 Lans 7.
9 (Deposition Exhibit Lans 7 was marked for
10 identification and was attached to the transcript.)
11 MR. FREIJE: And Lans 7 is also Exhibit 17
12 to intervenor's opposition to the motion for
13 reconsideration.
14 Q If you could just flip through this. Take
15 as much time as you need to identify this document,
16 but my question to you is is this an accurate copy of
17 the license agreement dated October 19th, 1989,
18 between IBM and Uni board.
19 MR. HAINLINE: Excuse me. My copy has some
20 interlineations on pages four and five. So your
21 question excludes the interlineations, I assume?
22 MR. FREIJE: It does. And I apologize.

0084

1 MR. HAINLINE: That's all right.
2 A Yeah, I can't recall the content, but I
3 think I have no reason to believe that it is not the
4 IBM agreement.
5 Q After you -- well, strike that.
6 If you turn to page ten of this agreement,
7 please. The bottom there, on behalf of Uni board, it
8 says "by Hakan Lans," correct?
9 A Yes.
10 Q Is that your signature?
11 A Yes, it is.
12 Q After you signed this document did you
13 retain this for your records?
14 A No. The document were kept by Gunnar Berg,
15 but later I got a copy of the document.
16 Q And where did you obtain a copy of the
17 document?
18 A I don't know.
19 Q You provided a copy of this document to AMS
20 and Delphi?
21 A Yes, I did. There were some additional
22 pages. One page I think is missing here. There were

1 a press release included in the document saying that
2 IBM and Uni board has today signed, etc.

3 Q That was made part of the agreement?

4 A It was proposed as a press release by IBM.
5 And that press release was sent out, so it became
6 official that Uni board and IBM made a license
7 agreement. And that can also be found in different
8 articles publicly available. It was well-known that
9 Uni board and Hakan Lans made the agreement.

10 Q Is that press release referenced anywhere
11 in this agreement?

12 A No. But included as I think Exhibit --
13 probably B. I have seen this press release in the
14 documentation, but I don't know where. I'm convinced
15 you have it. It's just a missing page.

16 Q Does Uni board represent -- strike that.

17 When Uni board entered into this agreement
18 with IBM it only had the financial rights to the
19 patent, correct?

20 A I really don't know. You have to ask a
21 lawyer about that, an expert.

22 Q What was your belief at the time you

1 entered into this agreement?

2 A I had no belief at all. I'm not that type
3 of person. Either I know or I don't know.

4 Q So when you signed this document you didn't
5 know what -- who owned the patent, the '986 patent?

6 A That -- I think that is correct. But, of
7 course, the lawyers -- again, I was surrounded by
8 lawyers. And I think they did what they should do.

9 Q Do you believe Gunnar Berg did what he was
10 supposed to do as part of this agreement?

11 A I don't know. I had no reason to question
12 what he did. With one exception, that there was
13 signed two agreements between me and Uni board, and he
14 obviously missed the error in the first version by the
15 fact that I had to sign two.

16 Q There's no representation made in this
17 agreement that Uni board owns the patent, is there?

18 MR. HAINLINE: Object to the form.

19 A I think that is obvious. I mean, that is
20 what we talked about at the IBM office, that IBM --
21 maybe we didn't use the word "own." Maybe we used the
22 word "had rights." I don't know.

1 Q Financial rights, correct?

2 MR. HAINLINE: Object to the form.

3 A We didn't talked about that. You see, I'm
4 not a businessman so I really don't know the
5 differences between "own" or "has rights." And when
6 you talk about Hakan Lans and Uni board, to me it's the
7 same. There's no differences at all except for tax
8 reasons. And it's not an incorporate. It's called
9 few man company, which cannot be, if I understand
10 correct, translated to an incorporate.

11 Q It was your testimony earlier before we
12 broke for lunch that you transferred the financial
13 rights to Uni board in 1989 to secure that you would
14 not be charged personal income and social security

15 taxes on the lump sum received from IBM from this
16 license agreement, correct?

17 MR. HAINLINE: Object to the form.

18 A It is correct that it was for tax reasons.
19 If I transfer the rights or the patent or whatever it
20 is, that is a pure legal question, and I'm not dealing
21 with things I don't know or understand.

22 Q Let me show you what we'll mark as Lans 8.

0088

1 (Deposition Exhibit Lans 8 was marked for
2 identification and was attached to the transcript.)

3 Q Lans 8 is the assignment and declaration
4 that was attached to Gateway's motion to dismiss --

5 A Uh-huh.

6 Q -- in I believe it was August of 1999.

7 Do you recall signing this document?

8 A It's one of the two documents I signed,
9 most likely.

10 Q And what's the other document you signed?

11 A It's very, very similar document, but there
12 was some changes in the text. And I don't know if
13 this is version one or version two. I have reason to
14 believe, but this is just a guess, nothing but a
15 guess, that this is not the final version. This is
16 version one. But that I don't know. And I can't
17 recall the content in the document.

18 Q Have you ever had a copy of this document?

19 A No.

20 Q Did you ever provide a copy of this
21 document to AMS?

22 A No. I proposed -- I told them where they

0089

1 could find the document, and that was in Gunnar Berg's
2 files. I told them in February 1997 that all three
3 documents most likely could be found in the file of
4 Gunnar Berg.

5 Q You never told them this in writing,
6 though, did you?

7 A No. I think Lou Mastriani called me after
8 I sent the February 19 fax. But, in fact, we didn't
9 talk much about it. I recall that Mr. Mastriani asked
10 me if I had copies of the agreement between me and
11 UniBoard, and I said, No, I don't have them, but they
12 are most likely in Gunnar Berg's archive. And he
13 didn't ask me to go and find them. And I got the
14 impression that it was not that important. But I
15 remember -- and I'm very sure about this -- that he
16 used the words, Do you have any of these documents in
17 your possession? And I said, No, Gunnar Berg took
18 care of them and they are archive.

19 Q In fact, AMS and Delphi asked you several
20 times throughout the representation for documentation
21 related to '986 color patents, correct?

22 A Yes.

0090

1 Q And you provided to them all the
2 documentation that you had?

3 A That I had, yes. And I also told them that
4 there were additional documents in Gunnar Berg's
5 archive.

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6 Q Right. And the question was specifically,
7 did you provide them the documentation?
8 A The documentation I have.
9 Q And that documentation that you provided to
10 AMS did not include this assignment and declaration,
11 correct?
12 A No, that's correct.
13 Q That documentation also didn't include the
14 clarification agreement that you testified to earlier,
15 correct?
16 A Which documentation?
17 Q The clarification agreement.
18 A Which? Which documentation? In which
19 files?
20 Q The documents that you provided to AMS
21 during the course of the representation.
22 A Yes.

0091

1 Q Okay.
2 A In 1996.
3 Q Prior to Gateway's filing the motion to
4 dismiss, you never provided a copy of the
5 clarification contract to AMS, correct?
6 A That is correct. Simply by I did not have
7 that document, but I told them where to find it if it
8 was needed.
9 Q Where did you tell them to find it if it
10 was needed?
11 A In February 1997.
12 Q And what exactly did you tell AMS regarding
13 that?
14 A When Mr. Mastriani asked me if I had any
15 documents, I answered no, but I said additional
16 documents and particularly these three agreements are
17 most likely or are in Gunnar Berg's files. I don't
18 know how I said most likely or likely or -- because I
19 couldn't know what were in the files. But Gunnar Berg
20 kept all documentation in his files.
21 Q I direct your attention on Lans 8 to the
22 last sentence in the first paragraph. Actually, the

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1 second-to-the-last sentence of that first paragraph
2 where it's hereby acknowledged that you have sold,
3 assigned, and transferred to Uniboard, a Swedish
4 corporation, all your right, title, and interests to
5 the U.S. Patent '96.
6 A Uh-huh. In version one, yes.
7 Q Are you saying that version two was
8 different?
9 A Yes, of course. There is no reason to sign
10 a second document if -- and I know that and it has
11 been confirmed by IBM that there were changes. It has
12 been confirmed by IBM. So we all know that there are
13 two versions of this document.
14 Q And how did IBM confirm that there was a
15 second version of this document?
16 A I think his name is Peter Evans. He has
17 confirmed. I have seen some kind of documentation in
18 the file that he confirmed that there were changes in
19 the agreement.
20 Q What file?

21 A In this case I have seen papers, I don't
22 know where. I think it's -- maybe in documentation I

0093

1 have got from you or from Peter Utterstrom or from
2 Pillsbury. It was a lot of paper. But if you like,
3 it's possible to take a look.

4 Q So it's your testimony today that you've
5 seen a document where Peter Evans says that there's
6 more than one version of this assignment and
7 declaration?

8 A I can't exactly recall what I saw, but I do
9 believe that if we need we can search for it and find
10 it.

11 MR. FREIJE: I would like to go back and
12 read his answer to the first question.

13 (The record is read.)

14 Q You stated that you had seen some kind of
15 documentation in the file?

16 A I do believe so. I do believe so.

17 Q And then you just stated that you couldn't
18 recall whether or not you've seen a document.

19 MR. HAINLINE: Object to the form.

20 That's not a question. That's an argument.

21 Wait for a question.

22 Q Are you absolutely sure that you've seen

0094

1 documentation --

2 A I do believe so. I do believe so. Sure is
3 that I can exactly tell you where to find it, I do
4 believe so.

5 Q Can you specifically identify the document
6 from Peter Evans that confirms that there is other
7 versions?

8 A We can take a look if this is important,
9 yes.

10 Q My question to you is, I'm trying to get
11 your recollection of events that occurred surrounding
12 entering of this licensing agreement with IBM, and I'm
13 trying to get the complete story from you as to what
14 occurred at that time. And I appreciate that it was
15 several years ago. So I'm doing the best with the
16 documentation that I have.

17 A Yes.

18 Q You do not have a copy of the second
19 version, correct?

20 A No.

21 Q You've never provided a copy of the second
22 version to your attorneys, correct?

0095

1 A As I said before, I told Mr. Mastriani
2 where to find these documents and I told him that I
3 did not have any of these documents.

4 Q And it's your testimony today that as of
5 February 19th, 1997, or February 1997, you told Lou
6 Mastriani and AMS about the assignment and declaration
7 that we've identified as Lans 8 and the clarification
8 contract.

9 A Yes, I did.

10 Q Prior to the sending of the notice of
11 infringement letters in the fall of 1996, you hadn't

050203 Lans Deposition

12 told AMS or Delphi about your signing the assignment
13 and declaration, correct?

14 A I had. I had, in fact, several times. We
15 didn't talk much about it, but it was told. It was
16 obvious when we discussed the IBM agreement, I think
17 all understand that there are some documentation. A
18 company like IBM do not accept that you claim that you
19 have transferred something. They like to see an
20 evidence. So it is obvious. And that was also the
21 case. And at that time I said I don't have the
22 documents. I can't recall that I told them where to

0096

1 find the documents, but I know that at least Peter
2 Utterstrom know that Gunnar Berg were involved. And
3 it was obvious where to find documentation. But it
4 was absolutely sure that there were agreements. I
5 can't say if I told them that there were three or one
6 or just documents.

7 Q I think you answered my question. Thank
8 you.

9 Gunnar Berg, who was involved in this
10 transaction, passed away sometime in the mid-nineties,
11 correct?

12 A I think so, yes.

13 Q Do you recall around when he passed away?

14 A No.

15 MR. FREIJE: Let me have this marked as
16 Lans 9.

17 (Deposition Exhibit Lans 9 was marked for
18 identification and was attached to the transcript.)

19 MR. FREIJE: Lans 9 is also Exhibit 4 to
20 intervenor's opposition to the motion for
21 reconsideration.

22 Q Let's look first at the page number one,

0097

1 the first page of this document, Mr. Lans, which is
2 the e-mail. The original message is from Hakan Lans
3 to Mastriani and Schaumberg with a cc to Peter
4 Utterstrom. The subject line is Translation of
5 summary including appendix, which was sent on November
6 5th, 2000. Do you recall sending this document?

7 A Yes, I did.

8 Q And what exactly is this document?

9 A It is a document, this document that's been
10 made by Peter Utterstrom.

11 Q Let me direct your attention to the first
12 line. It says "Dear Tom and Lou, enclosed you will
13 find a translation of summary I've made after requests
14 from the authorities."

15 A That is correct.

16 Q Who requested this document?

17 A I was told by the Swedish police to -- they
18 said, We do recommend you that you write down what you
19 remember and what you hear during the process. And I
20 put down notes and I later send the notes -- it was a
21 live document. I put in some notes from time to time.
22 And then I send the document to Peter Utterstrom for

0098

1 comments, and he changed the document and added
2 valuable information and came up with a proposal

3 and -- proposals, and I continued to write notes on
4 that document. And then Peter Utterstrom took the
5 notes and he wrote this document. So I would say this
6 is a combination of Peter Utterstrom's and my
7 comments. But this version has been made purely by
8 Peter Utterstrom, I think.

9 Q You translated this document in English to
10 provide to AMS, correct?

11 A Pardon? This document has been made by
12 Peter Utterstrom, so I didn't translate. If you look
13 into this document, in the head it says Delphi law
14 firm. Delphi law firm. So it's not a production of
15 Hakan Lans.

16 Q What are you referring to?

17 A This document you gave me.

18 Q Correct. You said it said something about
19 Delphi?

20 A Yes. In each Microsoft Word document you
21 can find a piece of additional information; when the
22 document has been changed, who wrote the documents on

0099

1 which computer. It's hidden information. That
2 information says this document has been produced by
3 name NN at Delphi law firm. And I do believe that NN
4 is the name they start with when they create a
5 document at a law firm. So NN is most likely Peter
6 Utterstrom.

7 Q Mr. Lans, does it say that anywhere on this
8 document that you provided to AMS?

9 MR. HAINLINE: Object to form. And it's
10 repetitive.

11 A I don't understand what you mean.

12 Q You're claiming that it says somewhere
13 produced by Delphi, correct?

14 A That is --

15 MR. HAINLINE: Object to form.
16 Go ahead, explain it again to him.

17 Q Well, just yes or no.

18 MR. HAINLINE: Object. It is not. You're
19 arguing with him. He explained. If you listen to the
20 witness, he explained it. He'll explain it again if
21 you didn't understand.

22 A This document you gave me has been made at

0100

1 Delphi law firm. In the hidden information in the
2 Microsoft Word document it is written Delphi law firm.
3 I'm just giving you this information.

4 Q I understand that.

5 A So Peter Utterstrom wrote this text. It is
6 not my English language.

7 Q In combination with your notes, correct?

8 A Some of my notes, some of Peter's notes.

9 Q Turning your attention to the first page
10 again of this document, the e-mail, when you sent it
11 to Tom and Lou, it says, This is a translation of a
12 summary I made.

13 A That is correct.

14 Q This is a summary that you made, correct?

15 A I told you what this document is. Please
16 listen. Don't refer to the text. I tell you, I give
17 you additional information, and I hope you understand

18 my language.

19 Q I'm trying to understand. And I apologize
20 if you're getting frustrated, and I understand and I
21 accept your explanation. However, it doesn't say on
22 this document anywhere that it was produced by Delphi.

0101

1 So what I'm asking you is does this document that you
2 sent to AMS contain any reference that this was
3 produced by Delphi?

4 A No. I can't see that on the first page.

5 Q Right. How about the next page, page one?

6 A Yes.

7 Q Does it say produced by Delphi?

8 A No, but I explained to you --

9 Q I understand, I'm asking --

10 A -- I'm giving additional --

11 MR. HAINLINE: Let him finish the answer to
12 your question before you interrupt him.

13 Q On page two, does it anywhere state that
14 this was produced by Delphi?

15 A Okay. Let's take it one more time so you
16 understand. This document has been produced by
17 Delphi --

18 Q Dr. Lans --

19 MR. HAINLINE: Don't interrupt him. All
20 right? This is the third time in a row.

21 MR. FREIJE: He's not --

22 MR. HAINLINE: Don't interrupt him.

0102

1 MR. FREIJE: He has to answer the question
2 that's been posed to him.

3 MR. HAINLINE: Don't interrupt him.

4 MR. FREIJE: He has to answer the question
5 that's been posed to him, and he's not doing that.

6 MR. HAINLINE: He is doing that. You may
7 not like the answer. You may not understand the
8 answer. You are not free to interrupt him.

9 A This document has been produced by the law
10 firm Delphi. It is not written in the document. It
11 is written in the hidden information. Hidden
12 information. And you can see when the document is
13 produced and who produced the document. Is that
14 clear? It is not written. You can go through all the
15 pages. It is not written in the document. It is
16 written in the hidden information which is included in
17 all Microsoft documents. That is a standard feature
18 in Microsoft Word. Is this clear? It is not written
19 in the document.

20 Q Your testimony is clear. My question to
21 you is does this copy include any of that, Produced by
22 Delphi, the hidden words from the Microsoft software?

0103

1 A The e-mail file included here, doc, contain
2 that information. The file e-mailed to AMS, you do
3 have that file because this e-mail clearly shows that
4 the document has been sent. I have just explained to
5 you several times if you open up the document, in the
6 hidden information you will find that the document has
7 been produced as Delphi law firm. It is in there. It
8 is not on any of the pages. It is on the hidden

9 information. You do have that information.
10 I hope I have answered your question clear.
11 Q I appreciate that. Do you have a copy of
12 this summary with the hidden information printed out?
13 A Yes, I do. And you have it.
14 Q Where is it?
15 MR. PARTRIDGE: It's the metadata.
16 A Can I explain one more time? In this
17 e-mail received by AMS --
18 Q Okay.
19 A -- and I think you have printed this
20 information from his file. If you open this file,
21 it's a standard Microsoft Word document, in the hidden
22 information, and I think it's familiar to you or --

0104

1 are you familiar with the hidden information?
2 Q Just please answer my question. I think
3 you have. We can move on. I appreciate it. Thank
4 you.
5 A Okay. Thank you.
6 Q Referring again to the e-mail on the first
7 page, you state to Tom and Lou that the content is
8 nothing but well-known facts with references to
9 various documents, correct?
10 A (The witness nods.)
11 Q Next sentence you ask that they please send
12 this document to the Court of Appeals so that they get
13 all the information, correct?
14 A That is correct.
15 Q And you had reviewed this information that
16 you say was produced by --
17 A Delphi asked me to send this. I did
18 exactly what they proposed.
19 Q My question to you, Mr. Lans, was, you
20 reviewed this information and the documents attached
21 to send out --
22 A I don't reviewed the document. I just send

0105

1 the document. You should remember that I were
2 responsible for the standardization of two world
3 standards. That kept me busy day and night, and I was
4 not able to do what I should do. There was simply no
5 available time for me, and that is the reason why this
6 case, the '986 patent case, clearly states that my
7 time should be very limited. I simply had no time.
8 So when I were proposed to send this information, I
9 wrote this e-mail as I have been instructed by my
10 lawyers. I probably spend one minute to write this
11 text, and I e-mail.
12 Q I ask, Dr. Lans, that you listen closely to
13 my questions and do the best that you can to answer
14 the question that I ask.
15 MR. HAINLINE: I think that he's answering
16 the questions that you ask. You and I may disagree on
17 that, but you don't -- I believe he's answering your
18 questions to the extent that he can understand them.
19 Q What is your understanding today of any
20 investigation that the Swedish government has
21 conducted into this case?
22 A I have no comments. You have to ask them.

1 Q You have no comments? You don't have any
2 knowledge of any investigation of --

3 A Of what the Swedish governments are doing,
4 no. I can just speculate, and I don't speculate
5 during testimonies.

6 Q The fifth line down on the e-mail you state
7 that the Swedish government has officially declared
8 that they have started an investigation.

9 A Yes.

10 Q What were you referring to when you wrote
11 that to Tom and Lou?

12 A I think it was a -- during the TV news they
13 officially comment that they were investigating the
14 Lans case. And if you like to see, I do believe that
15 I have a DVD which can show you that program.

16 Q I would like to see that, if your attorney
17 would produce that.

18 MR. HAINLINE: Give me all your requests in
19 writing, and I'll consider them.

20 A If not, it's at least possible to get it
21 from Swedish TV.

22 Q Did you have any understanding, at the time

1 that you assisted in the preparation of the summary,
2 as to any investigation started by the EU commission?

3 MR. HAINLINE: Object to the form.

4 Go ahead and answer.

5 A Can you repeat the question exactly what
6 you like --

7 Q Sure.

8 A -- to know?

9 Q What was your understanding -- strike that.

10 Did you have any understanding at the time
11 you prepared the summary as to any investigation
12 started by the EU commission?

13 MR. HAINLINE: Object to form.

14 A They were working with the case, yes.

15 Q And what is your understanding of what --

16 A I don't speculate what government
17 authorities are doing. If they have any question I
18 answer the questions. I got some questions, I
19 answered these questions, and I assume that they have
20 started an investigation. That's all.

21 Q The EU commission asked you questions
22 specifically about this case?

1 A Yes, they did.

2 Q Has the Swedish government asked you
3 questions specifically about this case?

4 A Yes, they did. And that is also included
5 in the information I have sent to Lou Mastriani.

6 Q On page one of the summary of the
7 background regarding the ownership to the color
8 graphics patent, in the second paragraph it says, It
9 is my opinion that the below summary clearly indicates
10 that, A, that it's your opinion not at any point in
11 time that you had any intention to transfer the
12 ownership to the graphic patent, correct?

13 A Well, if you know that Peter Utterstrom
14 wrote this, we have to ask him what he mean.

15 Q But that's correct, you reviewed this
16 document?

17 A I didn't say that.
18 MR. HAINLINE: Object to the form.

19 A Did I say that I reviewed the document?

20 Q No. Let me ask you another question.

21 There was no time where you had any intention to
22 transfer the ownership of the graphics patent to

0109

1 Uni board, correct?

2 MR. HAINLINE: Object to the form.

3 A I have just explained to you that in
4 February 1997 I asked Mr. Mastriani to make a change.
5 I send an e-mail, and that is referred to, Exhibit 6.
6 And I requested to transfer the patent to Uni board.
7 So your question doesn't make sense to me. We have
8 talked about this before, and I have been very, very
9 clear.

10 Q Well, when the issue of ownership was
11 raised in 1999 you maintained the opinion that you
12 wanted to remain owner of the color graphics patent.

13 MR. HAINLINE: Object to form.

14 Q Correct?

15 A Pardon? Say again.

16 Q When the issue of ownership arose in 1999,
17 you stated to AMS and Delphi that you wished to remain
18 as owner of the patent.

19 A That's not how I read the Exhibit 6 you
20 gave me.

21 Q We've discussed --

22 A I -- let me repeat it, because I think

0110

1 there are some kind of misunderstanding. I read from
2 the Exhibit 6, As you know, the license has been
3 signed with the company Uni board AB and not with me as
4 an individual. The patent has been transferred to the
5 company for many years ago and the agreement with IBM
6 was made with Uni board AB. The company has the same
7 address as my private address. In order to make this
8 clear, I have signed a paper for changing registration
9 at the U.S. patent office. Dr. Grennberg will send
10 you this document.

11 We have discussed this before, and I'm a
12 little bit surprised about your question, because here
13 is very, very clear, and I have stated on this tape
14 several times that this was my will and I expected
15 that this should happen. According to my opinion,
16 this is an instruction. Nothing happens. So I really
17 don't understand your question. It doesn't make
18 sense. Or you have forgot what I told you before.

19 MR. HAINLINE: Don't argue with him. Just
20 answer the questions, please.

21 Q I'm just having a hard time understanding
22 the testimony that --

0111

1 MR. HAINLINE: He's having no difficulty.

2 So please don't editorialize, just ask questions.

3 He'll try to answer questions, you try to ask

4 questions, and I'll make a few objections.

5 Q I direct your attention again to A. It

6 says, It is my opinion that below summary clearly
7 indicates not at any point in time had any intention
8 of transferring the ownership to the graphic patent.
9 That's what it says in this document,
10 correct?
11 A That is correct.
12 Q And you sent this document to Tom and Lou
13 to provide to the Court of Appeals, correct?
14 A Yes. Proposed by Peter Utterstrom.
15 Q And in the first line of this document it
16 states "I, Hakan Lans," correct?
17 A Yes.
18 Q And on page six of this document, at the
19 end of this document it says "Hakan Lans."
20 A Of course.
21 Q Correct?
22 A Yes.

0112

1 Q This is your summary, correct?
2 MR. HAINLINE: Object to form.
3 A It is Peter Utterstrom's summary. He wrote
4 this document for me.
5 Q And this is the summary you wish to provide
6 to the court to clarify the issues surrounding the
7 ownership of the '986 patent as a result of the motion
8 to dismiss filed by Gateway?
9 MR. HAINLINE: Object to form.
10 A You see, at that time I had paid -- or a
11 lot of lawyers had got tremendous amount of money,
12 millions and millions of dollars, for helping me. No
13 one helped me. So I started to be very, very
14 frustrated, and I tried to be maybe my own lawyer
15 because I simply had no support from those people who
16 has made so much money on my work.
17 Q How much --
18 A I had no choice.
19 Q How much money did you make as a result of
20 the license agreements entered into on the '986 color
21 patent?
22 A Unfortunately, I did not receive the 66

0113

1 percent I were entitled to.
2 Q Mr. Lans, that wasn't my question. How
3 much did you receive as a result of the license
4 agreement?
5 A 66 percent of the money received by AMS.
6 But I didn't receive the 66 percent.
7 Q That's not my question, Mr. Lans. My
8 question to you is how much money you received.
9 A If you take a calculator --
10 MR. HAINLINE: Just tell him in dollars, if
11 you remember.
12 A I don't recall how many dollars, but it
13 should be 66 percent of the money.
14 Q That's several million dollars, correct?
15 A It's not \$7 million. It's much more. But
16 I don't know how much more. But it's very, very easy
17 to find it out. And Mr. Mastriani has given some kind
18 of financial report, so we have to refer to that
19 financial report. That is the only figures we know.
20 Q Let me direct your attention to the third

21 paragraph that starts "it is important to emphasize
22 that I."

0114

1 MR. HAINLINE: I beg your pardon. What
2 page, please?
3 MR. FREIJE: Page one. I'm sorry.
4 MR. HAINLINE: I don't see a third
5 paragraph. I see numbered paragraphs one and two?
6 MR. FREIJE: No, this is the third
7 paragraph after the "it is my opinion," A and B. It
8 starts "it is important to emphasize that."
9 MR. HAINLINE: Sorry. I found it. Thank
10 you.

11 Q The second sentence says "My opinion has
12 always been that a transfer of a patent without
13 registration of a change of ownership is solely a
14 transfer of those rights which are carried by the
15 patent." That's correct?

16 A I don't know. I'm not a lawyer. We have
17 to ask the person who wrote this document.

18 Q You don't have an opinion?

19 A No, I don't have any opinion in legal
20 questions. I can guess, I can speculate, but I think
21 it's not proper to sit under oath and speculate. And
22 I send this report to people which should help me with

0115

1 legal matters. And if something were wrong I don't
2 expect to sit and defend this. I expected at that
3 time to get help and to make corrections, suggestions,
4 how to make a good document.

5 Q Dr. Lans, I'm going through this to get an
6 understanding of your testimony here today, because
7 I'm somewhat confused by --

8 A Yeah. I think it's better that you talk to
9 the person who made this document.

10 MR. HAINLINE: Doctor -- let me go off the
11 record for a minute.

12 VIDEOGRAPHER: Please stand by.
13 We're going off the record. The time is
14 1:59 p.m.

15 (There is a recess from the record.)

16 VIDEOGRAPHER: We're back on the record.
17 The time is 2:02 p.m.

18 Q Dr. Lans, I appreciate your testimony today
19 that this document was created by Peter Utterstrom at
20 Delphi and that he created this document with the
21 assistance of your notes and documents that you may
22 have provided. What I'm going to try to do is go

0116

1 through this and just clarify some issues that I have
2 with it.

3 A Okay.

4 Q Do the best you can answering the
5 questions.

6 The same paragraph that we were just
7 discussing, which -- the transfer of the patent
8 without registration or change of ownership is solely
9 a transfer of those rights which are carried by the
10 patent. The next sentence. "Thus, my definition of
11 the wording 'transfer of the patent' has always meant

12 a transfer of the related rights regarding
13 commercialization, exploitation of the patent, and not
14 a transfer of title to the patent."

15 A Only two page?

16 Q Page one. The last sentence of that.

17 A The first paragraph?

18 Q Yes. That last sentence of that same
19 paragraph we were just discussing.

20 A Can you read again?

21 Q Sure. It's "Thus, my definition of the
22 wording 'transfer of the patent' has always meant a

0117

1 transfer of the related rights regarding the
2 commercialization, exploitation of the patent, and not
3 a transfer of the title to the patent." Do you see
4 that?

5 A Yes.

6 Q Is that consistent -- strike that.
7 That is consistent to what you've told AMS
8 leading up to the filing of litigation, correct?

9 MR. HAINLINE: Object to form.

10 A I have difficulties to -- I understand what
11 Peter wrote here. That's...

12 Q Uniboard had the rights to the
13 commercialization and exploitation of the patent,
14 correct?

15 A Yes.

16 Q And you remained owner of the '986 color
17 graphics patent, correct? When I say you remained
18 owner of the patent, let me strike that and rephrase
19 the question.

20 In your mind you remained owner of the
21 patent, correct?

22 MR. HAINLINE: Object to form.

0118

1 A If they didn't change, then I -- I think I
2 am the owner. But I'm a layman, so I really don't
3 know what is correct or wrong.

4 Q But you believed you were the owner prior
5 to the filing of the litigation, correct?

6 MR. HAINLINE: Object to form.

7 A I really don't know.

8 Q You --

9 A I have no idea about what is valid here in
10 the United States.

11 Q I understand that. But your belief at the
12 time you discussed this with your attorneys prior to
13 the filing of the litigation enforcement actions, you
14 believed that Uniboard had the financial rights to the
15 color graphics patent and you individually remained
16 owner of the color graphics patent, correct?

17 MR. HAINLINE: Object to form.

18 A Do you mean if I speculated in that?

19 Q Yes.

20 A I think it depends on the agreement, if you
21 have a clarification. I think you are correct. I
22 think it was my belief, but I had no clear

0119

1 understanding what was the case in the United States.
2 I have absolutely no idea. I know that there are

3 differences between Sweden and the United States. So
4 I think this is just speculations, and I think it's
5 wrong to talk about speculations.

6 Q Sure, sure. But you communicated this
7 belief to AMS and Delphi, correct?

8 A No.

9 MR. HAINLINE: Object to form.

10 Q You never told AMS or Delphi that you
11 believed you, individually, were the owner of the
12 color graphics patent?

13 A Later, when everything went wrong I gave
14 them -- I told them that I believed that I were the
15 owner. That was my belief. Because I simply didn't
16 get any support from those people who should help me.
17 So then I have to take a position, and my position
18 were that I were the owner. And I based that on the
19 fact that I know that I did sign the clarification
20 contract. But if that was correct or not I have no
21 idea. I expected to get help, but I didn't get the
22 help.

0120

1 Q And prior to that meeting with the IBM
2 attorneys when you signed the declaration and
3 assignment, you were told by the German lawyer,
4 Dr. Pietzcker --

5 A Yes.

6 Q -- the importance of transferring the
7 rights only of the patent and not ownership to the
8 patent --

9 A Yes.

10 Q -- as the patent was subject to a civil
11 case, correct?

12 A Yes.

13 Q Your understanding was that the
14 clarification agreement between you and Uni board was
15 to provide Uni board with the right to sign the license
16 agreement with IBM only, correct?

17 MR. HAINLINE: Object to form.

18 A To sign license agreements, not only with
19 IBM.

20 Q But your belief -- or strike that.
21 Your intention at that time was not to
22 provide Uni board with the ownership of the patent,

0121

1 correct?

2 A The intention were to do what Dr. Pietzcker
3 recommended me to do.

4 Q Which was to do what?

5 A Which was be sure that the patent has not
6 been transferred to Uni board, the registration
7 maintained so we didn't get problem at the Hitachi
8 process.

9 Q You believe that the wording of the
10 declaration and assignment that we've seen today was
11 in accordance with what was previously discussed with
12 your attorneys Berg, Pietzcker?

13 MR. HAINLINE: Object to form.

14 A I don't think so, but, again, this is
15 speculation. I have not seen the two, so I can't have
16 any opinion.

17 Q And I think you stated earlier shortly

18 after you signed this declaration and assignment you
19 believed that it was invalid because of the litigation
20 in Germany.

21 A That is a guess. It's nothing more than a
22 guess.

0122

1 Q A guess by who?

2 A By me, Hakan Lans.

3 Q Why would you believe that it may be
4 invalid?

5 A Because they told me you can't transfer a
6 patent if you have an ongoing process in Germany.

7 Q Just for clarification, who's "they," told
8 you?

9 A Dr. Pietzcker and Dr. Grennberg.

10 Q Mr. Berg never handed over any of the
11 related documents to you, correct?

12 A That is correct.

13 Q And Mr. Berg never handed over any of the
14 related document to your bookkeeper for Uni board
15 either, correct?

16 A That is correct.

17 Q And I believe -- strike that.

18 Gunnar Berg also confirmed to your
19 bookkeeper for Uni board that only the rights to the
20 patent -- excuse me. Gunnar Berg confirmed to your
21 bookkeeper for Uni board that only the financial rights
22 of the patent had been transferred, correct?

0123

1 MR. HAINLINE: Object to the form.

2 A That is what you're telling me. If you're
3 telling me, I believe you.

4 Q I'm asking you.

5 A I don't know.

6 Q Uni board's financial statements never
7 mention that Uni board owns the '986 color patent,
8 correct?

9 MR. HAINLINE: Object to form.

10 A If you say so, I think you are right.

11 Q Do you have any reason to doubt that what
12 I'm telling you is unaccurate?

13 A No.

14 Q The annual reports for Uni board in the
15 years 1990 and '91 indicate that Uni board administers
16 the '986 patent for Hakan Lans, correct?

17 MR. HAINLINE: Object to form.

18 A That is correct.

19 Q And as a result of this, Uni board accounts
20 do not reflect that Uni board was the owner of the
21 patent, correct?

22 MR. HAINLINE: Object to form.

0124

1 A He's not a lawyer. He's a bookkeeper, the
2 person who wrote this document. So I -- I do believe
3 that he wrote to his best belief as a nonlawyer.

4 Q And those accounts reflect that Uni board
5 was not the owner, correct?

6 MR. HAINLINE: Object to form.

7 A I can't recall what he wrote. You are most
8 likely correct, but I can't recall it.

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9 Q It's accurate that you are the president of
10 Uni board, correct?
11 A That is correct.
12 Q And you're also the chairman of the board
13 of Uni board, correct?
14 A Yes, it is.
15 Q And you're the only officer of Uni board?
16 A That is correct.
17 Q You're the sole shareholder of Uni board?
18 A That is also correct.
19 Q I direct your attention to page four of the
20 summary.
21 A Which summary? This one?
22 Q Yes. Page four, which is Lans number 8.

0125

1 MR. PARTRIDGE: Numbered page four?
2 MR. FREIJE: Yes, numbered page four.
3 MR. PARTRIDGE: Four of six, you mean?
4 MR. FREIJE: Yes.
5 Q Look at paragraph 8.3. The summary, it's
6 stated that on a number of occasions you were
7 identified as the payer of foreign tax relating to the
8 license fees paid by -- license fees paid by
9 licensees, correct?
10 A That is correct.
11 Q It's further stated in this document in
12 paragraph 8.3 that the only reason for this is that
13 you personally own the patent, correct?
14 A Yes, that is written in the document.
15 Q In that same paragraph you state that
16 Uni board has never been responsible for any tax
17 payment, correct?
18 MR. HAINLINE: Object to form.
19 A That is what Peter Utterstrom wrote here,
20 yes.
21 Q And this is a fact even though Uni board
22 received license incomes from the patent, correct?

0126

1 A Say again.
2 Q And this is a fact even though Uni board
3 received the license incomes from the patent.
4 MR. HAINLINE: Object to form.
5 A That is a technical question I can't
6 answer. I think so. I believe so.
7 Q Uni board received the licensing fees when
8 the agreement was entered into, correct?
9 A That is correct.
10 Q And Uni board received these license incomes
11 in accordance with the agreement of financial rights
12 for the patent, correct?
13 MR. HAINLINE: Object to form.
14 A I don't know. It's a legal question. We
15 have to ask a person educated in law if this is
16 correct or not.
17 Q I'm asking your belief. You believed that
18 Uni board had the financial rights to the '986 patent.
19 A Uni board has the right to collect money.
20 Q And you told AMS to make the license
21 payments to Uni board because it had the financial
22 rights to the patent.

1 A Yes, that is correct.

2 Q Do you recall a problem you had with the
3 tax authorities related to paying the foreign tax with
4 respect to the Japanese licenses?

5 A That is correct, yes.

6 Q And at the time you believed the Japanese
7 tax credits were of little value to you because you
8 could only use 5 percent of the credit, correct?

9 MR. HAINLINE: Object to form.

10 A I can have a deduction in tax on the money
11 taxed in Sweden. And that is what the tax authorities
12 decided.

13 Q Is there any document that grants the
14 financial rights to the patent to Uni board?

15 A I think the clarification contract reflect
16 these facts.

17 Q That Uni board has the financial rights to
18 the patent and that you personally are the owner of
19 the patent, correct?

20 A That is what the clarification contract
21 reflects, but I have been told by Talbot Lindstrom
22 that that is not a binding legal document according to

1 U.S. law.

2 Q Which document?

3 A The clarification contract. Because it's
4 wrongly formulated.

5 Q Prior to the filing of the motion to
6 dismiss by Gateway which attached the assignment and
7 declaration that we've discussed here today, it was
8 your belief that Uni board had the financial rights to
9 the patent and you, individually, were the owner of
10 the patent, correct?

11 A No.

12 MR. HAINLINE: Object to form.

13 A I believed that after February 19, '97,
14 that, as I wrote in order to make this clear, that the
15 registration were changed, and I do believe for a long
16 period of time that Uni board were the owner, and I
17 clearly requested to solve the ambiguity and make this
18 clear. And it took quite a long time before I
19 realized that what I requested were not performed.

20 Q I direct your attention to paragraph 8.4 on
21 page four of six of Lans 8. The second sentence
22 states that you could have chosen between two

1 alternatives, either personally to sue the American
2 computer companies during 1997 personally or through
3 Uni board.

4 A That is correct.

5 Q Do you recall having that conversation
6 in -- prior to filing suit against the American
7 computer companies?

8 A Yes.

9 MR. HAINLINE: Object to form.

10 A I remember that in February '97
11 Mr. Mastriani said to me that it is better to sue in
12 the name of Hakan Lans than in a company's name, and
13 I -- I remember that I, first of all, that was of no
14 importance at all to me. The question is what is

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15 correct and what is wrong. And I realized that there
16 were ambiguity, so that is the reason why I wrote the
17 February 19 fax. That is also the reason why I asked
18 Mr. Grennberg to give me advice. And that is the
19 reason why he send me the application form for
20 changing registration.

21 Q But you chose to act as plaintiff in your
22 individual capacity, correct?

0130

1 A No, no, no, no, no, no. I chose to do it
2 in the name of Uniboard, to change registration. I
3 think this is very clear in Exhibit 6. That is my
4 choice. That is my decision. But it doesn't happen.
5 No one told me that it doesn't happen.

6 Q My question specifically to you is, prior
7 to the filing of the infringement lawsuits, the
8 decision was made to sue in your name individually
9 because you were still the owner of the patent,
10 correct?

11 MR. HAINLINE: Object to form.

12 A No. That was the decision of AMS and
13 Delphi, yes. But it was not my decision. My decision
14 were to sue in the name of Uniboard. And that is --
15 that is what I told in the February 19 fax. That was
16 the purpose. This is my decision. This is my will,
17 and this is my decision. It is clear that someone
18 else made a different decision.

19 Q I appreciate that, Dr. Lans. My question
20 specifically goes to the summary. In the last
21 sentence of paragraph 8.4 on page four of six says,
22 Lans chose to act as a plaintiff personally since he

0131

1 was and still is the owner of the patent.

2 A I think this is wrong. This is not my
3 will. You can see it here. Here's my will, in
4 Exhibit 6. That is my will.

5 Q Since you've directed me back to Exhibit 6,
6 Dr. Lans, let me ask you where in Exhibit 6 does it
7 state that you wish to have Uniboard file the
8 infringement lawsuits?

9 A In order to make this clear, I think that
10 is the statement. That is -- reflect my will. I have
11 signed a paper for changing registration. I think
12 this is very clear, that I like to have this change
13 made. What follows of that is that the case should,
14 of course, be filed in the name of Uniboard. That is
15 the reason why I write, that this should be clear.

16 Q This document, however, does not state
17 anywhere that you wish that the litigation be
18 initiated in the name of Uniboard.

19 MR. HAINLINE: Object to form.

20 A I'm terrible sorry that maybe my English is
21 not very clear. But this is my intentions. I'm very
22 sorry.

0132

1 Q It was --

2 A I think to me it's -- still I think this is
3 clear.

4 Q Yes-or-no question. Does this document
5 state that you wish to -- for the litigation for the

6 enforcement actions against the computer companies, to
7 be in the name of Uni board?

8 MR. HAINLINE: Object to form.

9 A This fax states that from February 19 and
10 forward everything should be made in the name of
11 Uni board. I think that is the intention and the
12 meaning of the statement. Everything, because I like
13 to make it clear. From that follows that the process
14 should be filed in the name of Uni board.

15 Q And I appreciate --

16 A It doesn't state that the case should be
17 filed in the name of Uni board. But the conclusion or
18 the result of this is to file in the name of Uni board.

19 Q And I appreciate that you want to be clear,
20 because I want to be clear, too. And my question
21 is simply --

22 MR. HAINLINE: Objection to the

0133

1 editorializing. Just ask questions.

2 Q My question is simply does this document,
3 Exhibit 6, mention anything about litigation and which
4 name to file in?

5 A The word "litigation" is not mentioned in
6 this fax. It is clear.

7 Q Thank you.

8 A But the conclusion...

9 Q Do you have any other document in which you
10 state that you wish Uni board be the plaintiff in the
11 enforcement litigation?

12 A I had no reason to write any document after
13 this, because it was my strong belief that after this
14 clear instruction everything should be in the name of
15 Uni board. From February 19, '97. Or shortly after
16 when AMS has done what I requested here. And if there
17 were any uncertainty I do expect that I had been told.

18 Q Prior to the filing of the infringement
19 lawsuits were you involved in selecting which computer
20 companies were to be sued?

21 A No. That was not a question to me, because
22 I were absolutely sure that the case should be filed

0134

1 in the name of Uni board. I were absolutely sure. And
2 no one talked to me about that. If this happens, what
3 I wrote here, and no one said that this is wrong or we
4 should go in a different way or do something else or
5 transfer the rights back to Hakan -- no one said
6 anything after this. No one said anything. So I
7 believed that everything were from that date in the
8 name of Uni board. So I had no reason to talk about
9 it, to write about it. That was my belief.

10 Q Did you ever -- strike that.

11 Prior to the filing of the enforcement
12 litigation actions, did you review a copy of the
13 complaint?

14 A I don't think so, but I -- not what I can
15 recall. Maybe it's been sent to me, but I can't
16 recall.

17 Q But at some point you did receive a copy of
18 the complaint, correct?

19 A Not what I can recall. But maybe you can
20 tell me if I did.

21 Q I'm going to hand you what we'll mark as
22 Lans 10.

0135

1 (Deposition Exhibit Lans 10 was marked for
2 identification and was attached to the transcript.)

3 Q I've handed you Lans 10, which is also
4 Exhibit 19 to intervenor's opposition to the motion
5 for reconsideration. This document, on the first line
6 it says that it's an agreement dated as of January
7 2nd, 1995, between Hitachi and Mr. Hakan Lans, a
8 Swedish citizen.

9 If you would, Dr. Lans, take a few moments,
10 as much time as you need, to review the five pages
11 that are -- that comprise Exhibit 10, and my question
12 to you is, is this an accurate copy of the agreement
13 entered between yourself and Hitachi?

14 A I think so.

15 Q Did you retain -- strike that.

16 After signing this document with Hitachi
17 did you retain a copy for your records?

18 A I think I did.

19 Q You provided a copy of this Hitachi
20 agreement to your attorneys AMS and Delphi?

21 A Most likely. Most likely. Let me guess
22 that this one were given to them.

0136

1 Q And this agreement was entered into between
2 you individually and Hitachi, correct?

3 A That is correct.

4 Q This agreement was entered into more than
5 five years after the IBM licensing agreement, correct?

6 A Let me see the date.

7 Yes, it's more than five years.

8 Q This agreement was entered into before you
9 were ever introduced to AMS, correct?

10 A Yes. Before, before I --

11 Q Before?

12 A Yes.

13 Q Was any attorney assisting you in the
14 negotiation of this license agreement with Hitachi?

15 A I think this license agreement were made by
16 Hitachi and -- yes, it was a product of Hitachi.

17 Q Did you have personal counsel assisting you
18 in negotiating this license agreement with Hitachi?

19 A I had support from Dr. Pietzcker when we
20 negotiate this, but I -- they communicated with me
21 through a law firm in Sweden, and the law firm, they
22 were reasonable and they said, We would like to make a

0137

1 settlement between you and Hitachi, and we will do our
2 best to solve the problems. So they took care of me.
3 And I just informed Dr. Pietzcker what happens.

4 Q You received a research grant at this time
5 from Hitachi, correct?

6 A No. Later.

7 Q When?

8 A Later. I mean, a half year later possibly.

9 Q And you received about \$4 million for that
10 research grant?

11 A About, yes.

050203 Lans Deposition

12 Q Did you pay taxes on that research grant?
13 A No. It was for research.
14 Q It was tax free, correct?
15 A For research, yes, it is.
16 Q And you received that individually,
17 correct?
18 A Yes, that's correct. But that was made
19 after we settled the case.
20 Q You signed this Hitachi agreement, Exhibit
21 10, in your individual capacity, correct?
22 A Yes, I did.

0138

1 Q You did not sign this document in your
2 capacity as director of Uni board, correct?
3 A That is correct.
4 Q This license agreement granted Hitachi a
5 worldwide non-exclusive license under your color
6 graphics patents.
7 A Yes.
8 Q And that includes the '986 color patent?
9 A That is correct. In fact, it is the '986
10 color patent.
11 Q And you represented in this agreement that
12 you had the full right and power to grant the
13 licenses, immunities, and releases set forth in this
14 agreement, correct?
15 A That is correct.
16 Q You also represented in this agreement that
17 there were no outstanding agreements, assignments, or
18 encumbrances inconsistent with the provisions of this
19 license, correct?
20 A Uh-huh.
21 Q Yes?
22 A Yes.

0139

1 Q Hitachi gave you about 300,000 for this
2 license agreement?
3 A That is correct.
4 Q Between the signing of the IBM license
5 agreement which was Exhibit 7, and the Hitachi license
6 agreement which is Exhibit 10, there was some
7 litigation ongoing in Germany, correct?
8 A That is correct.
9 Q And just briefly summarize the subject of
10 that litigation that was going on.
11 A Hitachi claimed that the patent were
12 invalid because the technology were known and that
13 they had documents which they claim proved that the
14 technology were known, not completely but parts of the
15 technology. There were several court decisions, and
16 the court didn't find that what Hitachi presented were
17 correct. So the patent were standing.
18 Q And the court in 1989 ruled that you were
19 personally a party and not Uni board, correct?
20 MR. HAINLINE: Object to form.
21 A Sorry? The court?
22 Q Yes. The court --

0140

1 A The court, the process started before
2 Uni board, in the name of Hakan Lans. And when the

3 process start in the name of Hakan Lans I had to
4 continue in the name of Hakan Lans until the case were
5 closed.

6 Q In 19 --

7 A And when we signed this agreement the case
8 were not closed. They closed the case after this
9 agreement has been signed.

10 Q The Hitachi agreement?

11 A Yeah.

12 Q In January 1993 the court dealt with an
13 appeal considering the validity of the patent. Do you
14 recall that?

15 A Pardon?

16 Q An appeal concerning the validity of the
17 patent sometime in 1993. Do you recall that?

18 A Uh-huh, right.

19 Q And as a result of the rulings -- strike
20 that.

21 In the appeal the court named you
22 personally as a party and owner of the patent,

0141

1 correct?

2 A That is correct.

3 Q And as a result of these rulings you've
4 considered yourself as the owner of the patent,
5 correct?

6 MR. HAINLINE: Object to form.

7 A I didn't even think about that, because the
8 process started in the name of Hakan Lans and it has
9 to continue today in the name of Hakan Lans. I was
10 not even thinking about that. But I do believe that
11 Dr. Pietzcker were a very, very careful person, and he
12 guaranteed me to do the right thing.

13 Q And he told you that you couldn't transfer
14 ownership with the ongoing litigation, correct?

15 A I couldn't change the -- I'm not sure that
16 he used "ownership." He told me that you can't
17 transfer the patent in an ongoing process, or change
18 registration.

19 Q But you could give the separate entity
20 financial rights to the patent.

21 A That was possible, yes.

22 Q Which is, in fact, what you did.

0142

1 MR. HAINLINE: Object to form.

2 A I really don't know. The computer
3 companies here, Dell and others, they claim that I
4 transferred the patent. And I think I must listen to
5 experts here because it's complicated legal questions
6 and I don't know the answer.

7 Q Prior to your involvement with Delphi and
8 AMS you also entered into a license agreement with
9 Miro, correct?

10 A That's correct.

11 Q How did that Miro license agreement arise?

12 A The case in Germany started with the Miro.
13 They, according to Gunnar Berg, were infringing the
14 patent. So they were meeting with the Miro. And they
15 didn't deny, they said, Yes, we think we are
16 infringing the patent, but we didn't know that and we
17 are just buying the components from Hitachi. And I

18 think that was one of the reasons why Hitachi claimed
19 that the patent were invalid. And when the case were
20 settled with Hitachi or around that time, Miro said
21 that I think it's time to sign a license agreement,
22 and they did so. So it follows by -- it's followed by

0143

1 the Hitachi process.

2 Q And the Miro license agreement was entered
3 between you individually and Miro, correct?

4 A The process with Miro started in the name
5 of Hakan Lans. And we finished in the -- what we
6 started, so to say.

7 Q You've testified today several times about
8 what Dr. Pietzcker told you prior to the meeting with
9 the IBM attorneys regarding the transfer of your
10 patent. After you signed the declaration and
11 assignment, did you tell Dr. Pietzcker that you signed
12 this declaration and assignment?

13 A Yes, I did. I think we started this
14 morning by talking about that. Are there additional
15 questions?

16 Q Well, let me go back to Lans Exhibit 8,
17 which is the summary.

18 A Eight?

19 Q Yes. It's the thick summary.
20 MR. HAINLINE: You mean nine?

21 MR. FREIJE: Nine. I'm sorry.

22 Q Look at Appendix 1-1, which comes after

0144

1 page six of six. Do you see that? It's Appendix 1-1.
2 It's a letter from Dr. Pietzcker to Hakan Lans. Do
3 you recall receiving this letter dated August 30th,
4 2000?

5 A I think this is a letter Dr. Pietzcker sent
6 to Delphi and me, but it's just one page.

7 Q There's a second page to it, Appendix 1-2?

8 A Yes, okay.

9 Q And for clarification, this was
10 translated -- this letter was translated by
11 Transperfect Translations, Inc., by the attorneys for
12 intervenor AMS. The original was attached as appendix
13 all two doc, see that on the first page?

14 A Yes. I think usually Dr. Pietzcker wrote
15 in German to me.

16 Q Right. And the original of this document,
17 which is the first two pages of 1-2, is in German, and
18 the second two pages, Appendix 1-1 and 1-2, are a
19 translation made in English by Transperfect
20 Translations.

21 A Here I see, yes.

22 Q Since I can't read German I'll direct your

0145

1 attention to the English version of this document.

2 A Okay. I can look at the German version
3 then and compare.

4 Okay.

5 Q Is it easier for you to read from the
6 German version?

7 A No, I can read from the English one.
8 Maybe you should read the same.

050203 Lans Deposition

9 Q Please take your time if you need a chance
10 to review it. My questions will go directly to
11 paragraphs two, three.
12 A Paragraph three on 1-1?
13 Q Paragraphs -- yeah, Appendix 1-1,
14 paragraphs two and three I'm going to ask you specific
15 questions, if you want to take a chance to review this
16 document.
17 A Uh-huh.
18 Q Paragraph two -- did you have enough time
19 to read the document?
20 A Yes, yes.
21 Q Paragraph two it says when you were
22 negotiating with IBM concerning a license contract in

0146

1 1989, Dr. Pietzcker advised you during the conclusion
2 of that contract against transferring your patents.
3 Is this --
4 A Yes, I -- yes, that is correct.
5 Q Is this consistent with your recollection
6 of what Dr. Pietzcker told you?
7 A Yes, it is.
8 Q You just stated to me a few minutes ago
9 that you recall telling Dr. Pietzcker about your
10 signing the assignment and declaration. If I direct
11 your -- if you look at paragraph three of Appendix 1-1
12 to Lans Exhibit 9 it says --
13 A Appendix?
14 Q Appendix 1-1, the first page of this
15 document, paragraph three.
16 A Okay.
17 Q It says, In neither of the two lawsuits did
18 you ever communicate to me that you had assigned the
19 disputed patent to another party.
20 A Yes. That is correct.
21 Q You never told Dr. Pietzcker that you had
22 signed the assignment and declaration document?

0147

1 A As I told you before -- let me repeat it so
2 it's clear. There were two agreements signed at the
3 IBM office. Gunnar Berg claimed that the second one
4 was a corrected version. And in order to make
5 everything clear I wrote the clarification contract,
6 and I told Dr. Pietzcker that now, independent of
7 agreement or the agreement one and two signed at IBM,
8 so this is my will now declared and signed on behalf
9 of me and on behalf of Uni board. And now I hope it's
10 clear. And Dr. Pietzcker said fine. So this is
11 consistent with his telling me here.
12 Q If you look at the next sentence, Dr. Lans.
13 A On?
14 Q The next sentence of that same paragraph,
15 where it says "nor did Stockholm patent attorney
16 Dr. Grennberg, who assisted on a constant basis with
17 the representation in the German lawsuit, or Attorney
18 Berg, who advises you in Sweden, both of whom are
19 aware of the significance of such a change of parties
20 during the lawsuit, ever provide such an important
21 piece of information to me. I took it for granted the
22 whole time that the patent belonged to you

1 personally."

2 A Uh-huh.

3 Q Is that consistent with your discussions
4 with Dr. Pietzcker?

5 A Yes.

6 Q That you personally owned the patent?

7 A At that time, 19 -- we are now talking
8 about 1988.

9 Q This letter is dated August 30th, 2000.

10 A Yes. This is a summary, a recollection
11 made by Dr. Pietzcker.

12 Q Dr. Pietzcker told you that you never
13 informed him that you assigned the ownership of the
14 color graphics patent to any other entity, correct?

15 A During 1988. He start here beginning in
16 1988. He has been requested to remember what happens
17 during 1988.

18 Q You just testified a short time ago that
19 the lawsuits continued until 1995 when this Hitachi
20 agreement was entered into, correct?

21 A That is correct.

22 Q And this paragraph three starts, In neither

1 of the two lawsuits did you ever communicate to me
2 that you had assigned the disputed patent to another
3 party. Correct?

4 A That is correct. The two cases, he's
5 referring to me and the Hitachi case.

6 Q Which continued to 1995, correct?

7 A Yes, continued.

8 Q And the assignment occurred in 1989,
9 correct?

10 A Yes, 1989, yes. And that is also -- I
11 mean, the purpose with my February 19 request is to do
12 what I couldn't do before, to really to make the
13 change in registration and transfer everything to
14 Uni board before a new case starts.

15 Q Let me direct your attention to Appendix 3
16 of Lans 8, which is another document attached to the
17 summary. There's again two versions of this document,
18 one is -- I believe that's in Swedish, correct me if
19 I'm wrong.

20 A It's Swedish, and the translation.

21 Q And then again the attorneys were
22 intervenor Adduci, Mastriani & Schaumberg had this

1 clarification agreement translated by Transperfect
2 Translations, Inc. Again I'll use the English version
3 of this document.

4 A Yes.

5 Q If you could read that briefly. And my
6 question to you is, is the translation an accurate
7 representation of what you believe the clarification
8 agreement says?

9 A Yes, I think it's correct.

10 Q And this is dated October 27th, 1989?

11 A That is correct.

12 Q Which is approximately a week or so after
13 the license agreement was signed with IBM, correct?

14 A Yes, approximately, yes.

15 Q And approximately a week or so after the
16 assignment and declaration was signed.

17 A That's correct.

18 Q I direct your attention to that second
19 paragraph. It states, Assignment, in quotes, means
20 that Uni board AB has the right to license and receive
21 revenue from the patent. Uni board AB shall manage and
22 covers the expenses for everything that relates to the

0151

1 patent. Hakan Lans shall be the owner of the patent.

2 Okay? Is that consistent with your belief
3 at that time that you were to remain owner of the
4 patent and Uni board was to have the financial rights
5 to the patent?

6 A I think that, yeah, that's how I read this.

7 Q And that currently remained -- strike that.

8 And that remained the case up until the
9 litigation, correct?

10 A The problem is that I were told by
11 Mr. Lindstrom that this was not a binding document.
12 If so, I -- I am confused and I have to ask experts if
13 this is a binding document. If this is a binding
14 document, then it's one way. If it's not a binding
15 document, it's in another way. When I got this
16 information I wrote to Peter Utterstrom and asked him
17 what is correct. I did never receive an answer, so
18 today I can't tell you if this is true or not.

19 Q When were you told by Mr. Lindstrom that
20 this was not binding?

21 A I were told at two occasions; one in the
22 beginning of 1997, and secondly in 1991 -- sorry, '99.

0152

1 And in 1999 I asked Peter Utterstrom to give me an
2 explanation why this was not a binding document. And,
3 again, I do believe that the lawyers who should help
4 me also helped me and -- with the ambiguities which
5 could appear.

6 Q Did you have a copy of the clarification
7 agreement -- contract in your records?

8 A Before or today?

9 Q Prior to the motion to dismiss filed by
10 Gateway.

11 A No. As I told you this morning, all these
12 documents I believed were in the archive of Gunnar
13 Berg. It happens that the clarification contract were
14 also at my previous accountant, Leif Gyllenhof. So
15 they were either two original or the originals were
16 kept by Gyllenhof and the copy by Gunnar Berg. It
17 could be two originals. Maybe I sent two because
18 Gunnar Berg said that that was an unnecessary document
19 because version two included exactly what I wrote in
20 the clarification contract.

21 Q Did you provide a copy of the clarification
22 contract to Gunnar Berg?

0153

1 A Yes, I did. I sent it by fax.

2 Q Did you provide a copy prior to -- strike
3 that.

4 Prior to the filing by Gateway of the motion
5 to dismiss which attached a copy of the assignment and

6 declaration, did you provide a copy of the
7 clarification contract to Delphi or AMS?
8 A No. As I told you, I explained to Lou
9 Mastriani that the documents were in the archive of
10 Gunnar Berg. I did not have any copies. And simply
11 it was a way for me to make life easier to have
12 experts keeping and saving documents. So I could be
13 concentrated on research and development.
14 MR. HAINLINE: At some point let's take a
15 break.
16 MR. FREIJE: Yeah, why don't we do that
17 right now, take a short five-minute break.
18 MR. PARTRIDGE: How about ten.
19 VIDEOGRAPHER: Please stand by.
20 We are going off the record. The time is
21 2:58 p.m.
22 (There is a recess from the record.)

0154

1 VIDEOGRAPHER: We are back on the record.
2 The time is 3:06 p.m. This marks the end of Tape 2 of
3 the deposition of Hakan Lans. We are going off the
4 record. The time is 3:07 p.m.
5 (There is a recess from the record.)
6 VIDEOGRAPHER: This marks the beginning of
7 Tape 3 of the deposition of Hakan Lans. We are back
8 on the record. The time is 3:14 p.m.
9 Q Dr. Lans, we were talking about the
10 clarification agreement when we went off the record,
11 and you had stated that you had discussed in 1997 with
12 Tal Lindstrom the clarification contract, correct?
13 A Yes.
14 Q And just so I recall, what was the opinion
15 that Mr. Lindstrom gave you regarding the
16 clarification contract?
17 A We didn't talk much about. He said that
18 you can't sit in your kitchen table and make
19 agreement, binding agreement. And we didn't discuss
20 any details. And I at that time did not recall the
21 content. I know the principles. But in 1999 we
22 discussed that closer.

0155

1 Q Did Mr. Lindstrom provide you a written
2 opinion regarding the clarification contract?
3 A No, no, just exchanged just a few words,
4 just a few words.
5 Q And you stated that Mr. Lindstrom told you
6 that you just can't create a document at the kitchen
7 table?
8 A Yes.
9 Q Is that how the clarification contract was
10 drafted?
11 A No, but I did it.
12 Q You did it yourself?
13 A Yes, I did it myself.
14 Q Did you -- strike that.
15 At the time you discussed the clarification
16 contract with Mr. Lindstrom in 1997, did you provide
17 him with a copy of the clarification contract?
18 A No. The -- all the agreements were kept in
19 the files I believed at Gunnar Berg, and that is what
20 I said, that Gunnar Berg kept all the contracts. The

21 clarification contract were also given to the
22 accountant, Leif Gyllenhopf.

0156

1 Q Do you have any documentation showing your
2 fax to Mr. Berg --

3 A No.

4 Q -- of the clarification contract?

5 A No.

6 Q Do you have any documentation of you
7 sending the clarification contract to your accountant,
8 Mr. Gyllenhopf?

9 A No. I could not even recall that I had
10 given Gyllenhopf the agreement. He had almost all
11 papers, because once a year I met with Mr. Gyllenhopf
12 and I brought as much paper as possible which could be
13 of importance for the companies with me so he could
14 make the annual report and fill up all tax forms for
15 the companies and for myself. So he had a lot of
16 information. And he kept some of these documents for
17 many, many years in his files. And every year I met
18 with him, sometimes a couple of more times each year,
19 but later my projects became so big that everything
20 was transferred to Lindberg's bureau so they could
21 work full time.

22 Q Is it your testimony today that

0157

1 Mr. Lindstrom gave you an opinion as to clarification
2 contract without reviewing the clarification contract?

3 A No. He just said you can't sit at your
4 kitchen table and make binding -- legal binding
5 documents.

6 Q But he told you that without having a copy
7 of the clarification agreement.

8 A Yes, yes. We didn't discuss -- I said that
9 I wrote a clarification contract because there were
10 ambiguities and there were two contracts written. And
11 he just said, without discussing the content, that you
12 can't write binding legal documents at your kitchen
13 table.

14 Q What happened to the copy that you faxed to
15 Mr. Berg?

16 A It's most likely in his files. I don't
17 know.

18 Q What about the copy that you retained from
19 the fax?

20 A Oh, you mean the original?

21 Q Yes.

22 A I most likely gave Gyllenhopf the original.

0158

1 Q So the copy that you faxed to Berg you sent
2 to Gyllenhopf? Is that your testimony?

3 A No, I brought that with me when I met
4 Gyllenhopf later. I most likely put the original in
5 the document file for Uni board.

6 Q Dr. Lans, is there any particular reason
7 you never retained any of these very important
8 documents?

9 A I think it was a good way to have them
10 saved, by giving them to a lawyer which were helping
11 me. Because they do have a safe archive and they also

12 deal with these legal documents. I'm not a lawyer,
13 I'm not a businessman. So it was a good way to have
14 professional help. That is the reason why other
15 people has been working with the economy and
16 agreements for me and Engineers Hakan Lans and
17 Uni board and Lans Technology AB.

18 Q Did you ever become aware of any
19 disciplinary action against your former attorney,
20 Gunnar Berg?

21 A Yes.

22 Q What is your understanding of that

0159

1 disciplinary action?

2 A Oh, he -- he didn't do exactly what he
3 should do, because he had some involvement in the
4 Farrell Group and he advised me to work with the
5 Farrell Group, and that was a base for nonproper
6 behavior.

7 Q Did you bring the disciplinary action
8 against Mr. Berg?

9 A Yes, a lawyer which were helping me.

10 Q Who was helping you?

11 A His name is Tube Alvyen (phonetic). He's a
12 very well-known lawyer.

13 Q What occurred as a result of your
14 disciplinary action that you brought against Mr. Berg?

15 A He got a warning.

16 Q I'm going to hand you what we'll mark as
17 Lans Exhibit 11.

18 (Deposition Exhibit Lans 11 was marked for
19 identification and was attached to the transcript.)

20 Q Dr. Lans, I've handed to you Lans Exhibit
21 11, which is the metadata for the November 5th, 2000,
22 e-mail attachments which we've marked as Lans 9. This

0160

1 is the little dispute that we had earlier regarding
2 the metadata. I'll represent to you that we just went
3 to this particular e-mail and printed off the metadata
4 information for the e-mail that you said this
5 information was located.

6 Looking at it, I'm not that familiar with
7 metadata. If you can go through this document and
8 explain it to me that might help us clarify this
9 issue. Please explain it to me, because you had
10 stated that Delphi produced the summary, correct?

11 A Uh-huh.

12 Q And I would like you to explain to me where
13 in the metadata it says that, specifically pages two
14 through 13 of Lans Exhibit 11. Explain to me what
15 each page means.

16 MR. HAINLINE: I'll just comment for the
17 record that if this is inconsistent with what you
18 believe the metadata to be, you do not have to believe
19 the lawyer's representation.

20 A Okay. On page four here you can see
21 company, Delphi Lawyers, author NN. I think that is
22 the default when they produce a document.

0161

1 Q That's page four, correct?

2 A That is page four I think.

3 Q Okay. Take a look at page two.
 4 A Yes.
 5 Q Explain to me the information that is set
 6 forth here on page two.
 7 A Last saved by Hakan Lans. That means when
 8 I received an e-mail, a Word document, I open the
 9 document, I take a look, what I got from Peter
 10 Utterstrom, and then I saved it on my computer.
 11 Q So according to your testimony you reviewed
 12 this document once it was received from Delphi?
 13 MR. HAINLINE: Object to form.
 14 A I have opened the document in my computer.
 15 Q Specifically if you look at that box on
 16 page two that says, Last saved by Hakan Lans, revision
 17 number four, total editing time 18 minutes.
 18 A Yes.
 19 Q That would have been the time you spent
 20 reviewing this document, correct?
 21 A That is the time from I opened the document
 22 until I saved the document on my computer.

0162

1 Q And edited the document, correct?
 2 A Not necessary. Saved the document.
 3 Q It says "total editing time," correct?
 4 A It's from when you open a document until
 5 you close the document, that is the editing time. So
 6 let me give you an example. If I receive e-mail and I
 7 open the e-mail, I find that, Oh, here's a document
 8 from Peter Utterstrom. Then I continue to open other
 9 e-mails, I usually receive up to 100 e-mails per day,
 10 and I open documents after document and e-mails after
 11 e-mail in order to see what have I received today,
 12 what is important, how much can I delete of the
 13 documents I received, and that takes some time. It
 14 could take one hour, sometimes two, three hours. And
 15 then I continue with documents I found important. And
 16 here, after 18 minutes, I'm back to this document, and
 17 I most likely decided to save the document in a
 18 directory, and I had a directory called -- I don't
 19 know, but maybe AMS Delphi -- slash Delphi or
 20 something like that. I saved the document in that
 21 file, and that took 18 minutes. And then I have
 22 reviewed probably a lot of e-mails, maybe 50 e-mails.

0163

1 Q But Delphi provided you this document for
 2 your review before you sent it to AMS, correct?
 3 A Well, they --
 4 MR. HAINLINE: Object to form.
 5 A -- they send me the document. They wrote
 6 the document, send me the document for review or for
 7 saving, I don't know. Because the purpose with this
 8 document were to write down notes. And I had simply
 9 no time to continue with this, and at that time it was
 10 not important.
 11 Q Did the authorities that are referenced in
 12 the first page of Lans 9 in the e-mail to Tom and Lou,
 13 request Delphi write the summary?
 14 A No.
 15 Q They requested -- the authorities requested
 16 that you write the summary?
 17 A They don't request it. They recommend it.

18 They said you should -- we do recommend that you have
19 notes.

20 Q And those notes you sent to Delphi,
21 correct?

22 A I send some notes, yeah. It was a live

0164

1 document. When I had time I wrote and I tried to
2 recall, and I saved the document and I send it to
3 Peter and ask him, Tell me what is correct and what is
4 not correct, and he had a lot of comments, and he
5 proposed changes and I received the changes. I didn't
6 necessarily look at the document. I added some
7 additional information when I found new documents or
8 something which could be potentially of importance.
9 And then Peter Utterstrom wrote this document, which
10 is a translation of notes which I made previously and
11 he made previously. We made it jointly. And he
12 translated, and when you make a translation I have
13 reason to believe that he also added text and improved
14 things he could find important.

15 Q Was this summary sent to the authorities
16 that recommended you write this summary?

17 A They don't require to have a copy of the
18 document. They just recommended me to put down notes.

19 Q Was it sent to them?

20 A No.

21 Q Was it sent to any other person or entity
22 other than AMS?

0165

1 A It's possible. It's possible. I don't
2 know. It's also possible that I gave it to the
3 authorities. That is fully possible, but I don't
4 know, if so, which version. I would be surprised if I
5 send an English version to them.

6 Q You never objected to this summary,
7 correct?

8 A I did nothing to this. I mean, it's just
9 words. And some of the words I disagree to and some
10 are correct.

11 Q Did you ever tell AMS about any of the
12 portions of this document you disagreed to?

13 A No. I expected that they should give me
14 comments and modify and correct the document. And
15 then do as I suggested, or maybe tell me that, No, we
16 should not file this document because it's unclear,
17 it's not good quality, or we can make another document
18 based on some of the information in this document.

19 Q Your testimony is that Utterstrom drafted
20 this document, correct?

21 A This English version, yes.

22 Q Did you ever make any objections to

0166

1 Mr. Utterstrom about the contents of this document?

2 A I didn't went through the document. I
3 simply had no time. It's not unlikely that I added
4 information later, but I was so occupied by other
5 things that -- and I also hoped that the people which
6 should help me were doing their job, and that was a
7 part of the agreement from the beginning, that I
8 should only spend time, minor time, on the project.

050203 Lans Deposition

9 So that were no requirement that I should work with
10 these documents. I had spent too much time on the
11 case.

12 Q One last reference to Lans 9. Again, look
13 at the first page of the e-mail that the summary is
14 attached to.

15 A Are you on Exhibit 11?

16 Q Lans 9. That second sentence after "Dear
17 Tom and Lou." This e-mail states, The content is
18 nothing but well-known facts, with reference to
19 various documents, correct?

20 A Yes.

21 Q There came a time where you entered into an
22 agreement with your wife for a within-marriage split

0167

1 of property, correct?

2 A Yes.

3 Q Explain to me what a within-marriage split
4 of property is.

5 A It's just a definition of what she own and
6 what I own, and there are several reasons for doing
7 so.

8 Q This occurred on October 7, 1993, correct?

9 A Possibly, yes.

10 Q Sound about around the time --

11 A Uh-huh.

12 Q -- where it would have occurred?

13 A With the Hitachi case, yes.

14 Q And this agreement was entered into after
15 the IBM license agreement, correct?

16 A Yes. And before the Hitachi agreement.

17 Q And this was before your introduction to
18 AMS, correct?

19 A Yes. Yes, it was.

20 Q What exactly is the purpose of the
21 within-marriage split of property?

22 A To protect our -- my wife's and my

0168

1 property. Because it was critical. I had a
2 nullification process in Germany ruled by Hitachi, and
3 for that reason it was necessary to protect our house,
4 etc.

5 Q And this agreement allotted to you the
6 patent, the graphics color patent, correct?

7 A That is correct.

8 Q And do you recall the value that was
9 allotted to you?

10 A I think it was the value filed by Hitachi
11 in the court. And that was, if so, if I'm correct, it
12 should be 15 million D mark. That was the so-called
13 "streitwert" that is German, and the translation is
14 the value of the process, or the assets of the
15 process. So that was a figure which came from Hitachi
16 filed in a German court.

17 And the lawyer who made this split
18 agreement, so to say, within the marriage, he
19 recommend to use a value defined in a German court.

20 Q Do you recall a situation that arose
21 regarding Cirrus Logic sometime in 1997?

22 A Yes. I don't know much about that process,

1 but I will try to do my best to answer your questions.

2 Q Do you recall that Cirrus Logic was a joint
3 venture -- or, excuse me, that MiCRUS was a joint
4 venture between Cirrus Logic and IBM?

5 A Uh-huh. AMS represented UniBoard in that
6 case.

7 Q Correct. And that -- and the letters that
8 arose out of that situation between AMS and IBM --

9 A Are you referring to any of these
10 documents?

11 Q No, I'm not.

12 A Okay.

13 Q It's a general question regarding the
14 MiCRUS and Cirrus Logic situation. The April 1997
15 letters between AMS and IBM arose out of an issue as
16 to whether the IBM license agreement covered the
17 graphic chips manufactured and sold by Cirrus Logic,
18 correct?

19 A Uh-huh.

20 Q Yes?

21 A I can hear what you say, yes, but I don't
22 know anything about it. Can you be specific, and I

1 will try to answer your question.

2 Q MiCRUS, as we established a short time
3 ago --

4 A MiCRUS, what is that? Is it a company?

5 Q It's a joint venture between Cirrus Logic
6 and IBM, correct?

7 A Okay, okay.

8 Q Do you recall the name MiCRUS?

9 A Yes. Yes.

10 Q Before we go any further, this may help you
11 refresh your recollection.

12 Let me have this document that I'm about to
13 show you marked as Lans 12, and a second document
14 marked as Lans 13.

15 (Deposition Exhibits 12 and 13 were marked
16 for identification and were attached to the
17 transcript.)

18 MR. HAINLINE: Which is which?

19 MR. FREIJE: 12 is the April 7, 1987, fax
20 to Lans from Tom Schaumberg --

21 MR. HAINLINE: Okay. And 13 is April 9?

22 MR. FREIJE: And 13 is April 9.

1 Q Does this help refresh your recollection
2 regarding the Cirrus Logic situation, Exhibits 12 and
3 13?

4 MR. HAINLINE: Object to form.

5 A Yes.

6 Q There was an issue that arose whether the
7 IBM license agreement covered those graphics chips
8 manufactured and sold by Cirrus Logic, correct?

9 A I think so. I was not directly involved
10 in this case, so I spend very, very little time.

11 Q Do you recall that if it was determined
12 that the Cirrus Logic graphics chips were covered by
13 the license agreement with IBM, this would have
14 significantly reduced the royalties to which you were

15 entitled?

16 A No, I don't know anything about that. You
17 have to ask Mr. Mastriani about it.

18 Q You authorized AMS to proceed on behalf of
19 the licensing agent, Uni board, correct?

20 A Uh-huh.

21 MR. HAINLINE: Object to form.

22 Q That was to clarify the specific issue with

0172

1 respect to Cirrus Logic, correct?

2 A Yeah, but they were already -- I probably
3 need an official confirmation with my signature,
4 because AMS were already involved in the IBM Uni board
5 case before this. Probably they needed some kind of
6 document with my signature.

7 Q Let me direct your attention to Exhibit
8 Number 13. That second sentence. "They simply must
9 take the position if Cirrus Logic claims that they are
10 covered by the agreement between IBM and Uni board."
11 Signed by Hakan Lans. That's your signature, correct?

12 A Uh-huh.

13 Q And this fax is in response to Exhibit 12,
14 correct?

15 A Maybe. Or a telephone call. I don't know.

16 Q First line of Exhibit 13, first sentence.
17 "Thanks for your fax dated April 7. I do agree to
18 your proposed letter to IBM." Do you see that?

19 A Yes.

20 Q Looking at Exhibit 12, this is a fax from
21 Tom Schaumberg of AMS to Hakan Lans with a copy to
22 Peter Utterstrom, correct? This is regarding the IBM

0173

1 license, correct?

2 A And what is the question?

3 Q The question is, this fax to you from Tom
4 Schaumberg was regarding the IBM license as it
5 pertains to the Cirrus Logic situation, correct?

6 MR. HAINLINE: Object to form.

7 A I don't understand the question.

8 Q Exhibit 12 is a facsimile --

9 A Yes.

10 Q -- to you?

11 A Yes.

12 Q Correct?

13 A Yes.

14 Q From Tom Schaumberg of AMS, correct?

15 A That is correct.

16 Q And on that last heading line, that says
17 "re, IBM license," correct?

18 A Yes.

19 Q You understand that this fax relates to the
20 IBM license agreement, correct?

21 A Yes.

22 Q The first sentence says "Our telephone

0174

1 conversation last week reinforced the need to clarify
2 the Cirrus Logic situation." Correct?

3 A Uh-huh, uh-huh.

4 Q You understand that the Cirrus Logic
5 situation is the issue as to whether the IBM license

6 agreement covered those graphics chips manufactured
 7 and sold by Cirrus Logic.
 8 A Possibly, yes.
 9 Q That second sentence Mr. Schaumberg informs
 10 you that he's sending you two draft letters for your
 11 approval to send to IBM to clarify the Cirrus Logic
 12 situation, correct?
 13 A Uh-huh.
 14 Q And attached, Bates-numbered AMS 001884
 15 through AMS 001888, are draft letters to -- or a
 16 draft -- draft letters concerning the Cirrus Logic
 17 situation, correct?
 18 A Yes.
 19 Q Turning your attention to Exhibit 13, the
 20 first sentence, "Thanks for your fax dated April 7,"
 21 the second sentence, "I do agree to your proposed
 22 letter to IBM."

0175

1 A Yup.
 2 Q Do you have any reason to doubt that this
 3 fax from you to Lou Mastriani, Exhibit 13, is in
 4 response to Exhibit 12?
 5 MR. HAINLINE: Object to form.
 6 A Could be. Probably. I don't know.
 7 Q Ownership of the patent was never an issue
 8 trying to resolve the Cirrus Logic situation because
 9 it concerned only the scope of the license granted to
 10 IBM, correct?
 11 MR. HAINLINE: Object to form.
 12 A At that time in April 9 I believe that the
 13 patent has been transferred, the registration, to
 14 UniBoard, so it was UniBoard. It was no longer Hakan
 15 Lans, I think.
 16 Q That wasn't my question. Specifically, the
 17 ownership of the patent was not an issue to resolve
 18 the Cirrus Logic situation, correct?
 19 MR. HAINLINE: Object to form.
 20 Q Correct?
 21 MR. HAINLINE: Object to form.
 22 A Yeah, possibly, yes.

0176

1 Q Returning to Exhibit 12.
 2 A You see, I don't know much about the Cirrus
 3 Logic case at all, so it's very difficult for me to
 4 answer these questions. But...
 5 Q I turn your attention to Exhibit 12.
 6 Again, this is the fax to you from Tom Schaumberg --
 7 A Yes, I read it.
 8 Q -- in which he states that he's sending you
 9 these letters for your approval.
 10 A Yes, yes.
 11 Q Correct? Take a look at the second letter
 12 attached. On the bottom right corner you'll see AMS
 13 001886?
 14 A Yes.
 15 Q It looks like it's a draft letter April 7,
 16 1987, to Mr. Klaus Vorwerk, correct?
 17 A Yes.
 18 Q That first paragraph, second sentence "We
 19 are working jointly with Delphi on behalf of Mr. Lans,
 20 the owner of the patent in question and party to the

21 license agreement that is the subject of our
22 analysis."

0177

1 A On 1886?
2 Q Correct.
3 A The second paragraph.
4 Q First paragraph, second sentence.
5 A Okay. Okay. I'm there.
6 Q It states "We are working jointly with
7 Delphi on behalf of Mr. Lans, the owner of the patent
8 in question and party to the license agreement that is
9 the subject of our analysis."
10 A Uh-huh.
11 Q Did you ever provide any objection to
12 Mr. Schaumberg or -- regarding that statement?
13 A No.
14 Q Do you recall --
15 A May I ask, probably I didn't understand the
16 question. Should I -- are there any reason for me to
17 send any comments or -- you see, I don't get the
18 point.
19 Q I direct your attention to Gateway's motion
20 to dismiss.
21 A Uh-huh.
22 Q Do you recall when that was filed on August

0178

1 6, 1999?
2 A Uh-huh.
3 MR. HAINLINE: Please answer audibly. You
4 have to say yes or no. If you mumble we don't get a
5 good record.
6 THE WITNESS: Okay.
7 Q Do you recall Gateway's motion to dismiss
8 that was filed on August 6, 1999?
9 A Yes, I do.
10 Q And do you recall that that motion attached
11 a copy of the assignment and declaration that
12 transferred all rights and title to the color graphics
13 patent to Uni board?
14 A Uh-huh.
15 MR. HAINLINE: Please answer audibly. That
16 means yes or no. It does not mean uh-huh.
17 THE WITNESS: Okay, okay. Sorry.
18 MR. FREIJE: Could we have that question
19 again, please.
20 (The record is read.)
21 A Yes, I do.
22 Q In response to Gateway's motion that

0179

1 brought to light the assignment document, do you
2 recall AMS contacting you?
3 A Yes, they did.
4 Q In response to AMS questioning you
5 regarding the assignment and declaration, you informed
6 them that you had forgotten about the assignment and
7 declaration, correct?
8 A I forgot the content, yes. The content,
9 not the existence. The content.
10 Q You then informed AMS that the assignment
11 and declaration was no longer valid, correct?

050203 Lans Deposition

12 A I believed so, yes.
13 Q Let me show you what we'll mark as Lans 14.
14 (Deposition Exhibit Lans 14 was marked for
15 identification and was attached to the transcript.)
16 MR. FREIJE: Lans 14 is also Exhibit -- I
17 believe it's 33 to intervenor's opposition to the
18 motion for reconsideration. It's an e-mail from Hakan
19 Lans to Adduci, Mastriani & Schaumberg, with a copy to
20 Utterstrom and Lindstrom sent on August 10, 1999.
21 Q Do you recall sending this e-mail?
22 A Yes.

0180

1 Q And this e-mail is an accurate copy of what
2 was sent to Adduci, Mastriani & Schaumberg?
3 A Most likely.
4 Q That first sentence of this e-mail, "The
5 assignment and declaration submitted by Gateway 2000
6 is no longer valid."
7 A Yes.
8 Q Second sentence it says "After I signed the
9 declaration it was found that the patent could not be
10 transferred to my company, Uni board AB." Correct?
11 A That is correct.
12 Q And you based the statement on your belief
13 of what Dr. Pietzcker had informed you?
14 A I based this fact on the fact that they
15 changed the agreement and produced a version two.
16 Q I hand you a document that's marked Lans
17 15.
18 (Deposition Exhibit Lans 15 was marked for
19 identification and was attached to the transcript.)
20 MR. FREIJE: Lans 15 is also I believe
21 Exhibit 39 to intervenor's opposition to the motion
22 for reconsideration.

0181

1 Q Can you identify this document, please?
2 A Number 15?
3 Q Yes.
4 A Yes.
5 Q And what is this?
6 A It's an e-mail to Mr. Mastriani from me.
7 Q In the first sentence it says "Lou, I was
8 informed about the decision Friday three and got a fax
9 copy of the decision yesterday." Do you recall what
10 decision that refers to?
11 A No, I don't. But I assume that it is the
12 decision in court or one of the documents.
13 Q And that decision was to dismiss the case
14 against Gateway, correct?
15 A If you say so, yes. I can't recall this
16 content and what I received.
17 Q Do you recall that the court dismissed --
18 A Yes, of course.
19 Q -- the cases?
20 A Of course.
21 Q Do you recall you were named individually
22 as the plaintiff in those cases?

0182

1 A Yes, I do.
2 Q Correct?

3 That second paragraph where it says "My
 4 lawyer Gunnar Berg inform me that the patent had not
 5 be transferred to Uni board by the fact that the
 6 transfer was not registered in accordance to the
 7 Swedish," what do you understand that to mean?
 8 A Exactly what is written here. My lawyer,
 9 Gunnar Berg, which were participating in Germany, told
 10 me that the patent has not been transferred to
 11 Uni board.
 12 Q The next sentence says "I have" -- and I
 13 believe that's supposed to be "never," correct?
 14 A Uh-huh.
 15 Q -- "had the agreement between me and
 16 Uni board AB, and Mr. Berg told me that the agreement
 17 did not include a patent transfer." Correct?
 18 A That is correct.
 19 Q What do you understand "patent transfer" to
 20 mean?
 21 A Changing the registration. Changing the
 22 registration, that's a patent transfer for me.

0183

1 Q Which is synonymous with ownership,
 2 correct?
 3 MR. HAINLINE: Object to form.
 4 A That I don't know, but changing
 5 registration. The registration was still in the name
 6 of Hakan Lans.
 7 Q Next sentence. "The Swedish patent office
 8 has told me that I am from legal point of view still
 9 the owner of the patent." Correct?
 10 A Yes.
 11 Q And that's your understanding on December
 12 7th, 1999?
 13 A That is what they told me when I called the
 14 Swedish patent office and asked them who is owning
 15 this patent number. And they said it's -- they
 16 checked in the computer database and said it is Hakan
 17 Lans.
 18 Q The next sentence you say "Hakan Lans is
 19 the correct opposite part to Gateway 2000." Correct?
 20 A That is my belief. That is my belief. And
 21 I were not corrected in my belief.
 22 Q Faced with a dismissal of the enforcement

0184

1 lawsuits, you authorized AMS to appeal this dismissal,
 2 and as managing agent of Uni board you authorized AMS
 3 to file an infringement action on behalf of Uni board
 4 against those parties who were defendants in the suits
 5 that were dismissed, correct?
 6 MR. HAINLINE: Object to form.
 7 A I did not.
 8 Q I show you what we're going to have marked
 9 as Lans 16.
 10 (Deposition Exhibit Lans 16 was marked for
 11 identification and was attached to the transcript.)
 12 MR. FREIJE: Which is also Exhibit 13 to
 13 intervenor's opposition to motion for reconsideration.
 14 MR. HAINLINE: Whose marginal notation is
 15 on page two of the exhibit?
 16 MR. FREIJE: I'm not sure, but it's not
 17 part of the original document. That's something that

18 should be disregarded.

19 MR. HAINLINE: All right.

20 Q Mr. Lans, just take a moment to review this
21 exhibit, 16. Is that your signature on the second
22 page?

0185

1 A Yes, it is.

2 Q Dated December 20th, 1999?

3 A Yes.

4 Q And on page one, is that your initial on
5 the bottom?

6 A That is correct.

7 Q Do you recall signing this document?

8 A Yes, I do.

9 Q I direct your attention to the numbered
10 paragraph one.

11 A Uh-huh.

12 Q It states you authorized this firm to
13 appeal Judge Penn's ruling to the appropriate federal
14 court of appeals. Correct?

15 A That is correct.

16 Q Paragraph two it also states that you were
17 the exclusive stockholder and are the managing agent
18 of Uni board AB.

19 A Absolute correct.

20 Q Paragraph three states that you, as the
21 managing agent of Uni board, have authorized AMS to
22 file an infringement action with respect to the '986

0186

1 patent against any parties we deem appropriate,
2 including those parties who were defendants in the
3 suits dismissed by Judge Penn, correct?

4 A Corrects.

5 Q Paragraph four states, Until otherwise
6 agreed, this firm and those working in cooperation
7 with this firm shall represent you and also Uni board
8 AB on the same terms as previously agreed with you
9 individually. Correct?

10 A That's correct.

11 Q Did you ever object to any of the terms of
12 this agreement --

13 A Yes, I did.

14 Q -- that you signed?

15 A Yes, I did.

16 Q Is that in writing?

17 A Yes, sir.

18 Q Where?

19 A In an e-mail dated December 17, I think.

20 Q And what did that e-mail say?

21 A Do you have --

22 MR. HAINLINE: Object to form.

0187

1 A Do you have that e-mail in your files?

2 Q I've never seen the e-mail. I'm asking you
3 about the e-mail. I've never seen it.

4 A Yeah. I do have that e-mail.

5 Q And what does that e-mail say?

6 A That e-mail says that I think it's wrong to
7 file in the name of Uni board. Can you get the
8 permission from Judge Penn that it is correct and

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9 legal to sign in the name of Uni board.
10 Q And what was the date of that e-mail, do
11 you recall?
12 A I think it's December 17, or around.
13 Q This agreement was signed on December 20th,
14 1999, correct?
15 A Uh-huh.
16 Do you have that e-mail?
17 MR. HAINLINE: Don't argue with him. Just
18 answer the questions.
19 THE WITNESS: Okay.
20 A I'm not sure about the date of that e-mail,
21 but I sent an e-mail with that information.
22 Q I do have another e-mail I would like to

0188

1 show you, and we'll have that marked as Lans 17.
2 (Deposition Exhibit Lans 17 was marked for
3 identification and was attached to the transcript.)
4 MR. FREIJE: Which is also Exhibit 40 to
5 intervenor's opposition to the motion for
6 reconsideration.
7 Q Can you identify this document for the
8 record?
9 A Yes, yes.
10 Q And what is this?
11 A This is the document I referred to. "Can
12 you get a guaranty from Judge Penn that it is correct
13 that Uni board owns the patent and that I'm now free to
14 sign such document. I don't like to do something I
15 believe as a nonlegal expert is wrong."
16 Q This is the e-mail that you just referred
17 to?
18 A Uh-huh.
19 Q Okay.
20 A And Mr. Mastriani told me that I must send
21 this because I have created problems for AMS and I
22 were responsible and I had an agreement that they were

0189

1 entitled to do all decisions. And I must sign the
2 document Mr. Mastriani sent me.
3 Q Which you signed on December 20th, 1999,
4 correct?
5 A Yes. When I send this e-mail. And I did
6 never get any respond to that. I don't know if they
7 were sure that it was correct to sign in the name of
8 Uni board, but I had no choice. I really questioned if
9 they could sign in the name of Uni board.
10 Q Okay. Also on exhibit --
11 A And I clearly stated that I don't like to
12 do something I believe as a nonlegal expert is wrong.
13 I ask him, Is this really correct? Is it correct?
14 And I couldn't deny to sign it. And I think I must
15 rely on the advices from, in this case, AMS. If they
16 did recommend me to sign and that it was correct, then
17 I must sign.
18 Q I direct your attention to Exhibit 16. At
19 the top there, the e-mail from you to Lou Mastriani,
20 sent Tuesday, June 27th, 2000.
21 A 16, Exhibit 16?
22 Q Yes. Which also includes -- Exhibit 16.

1 MR. HAINLINE: I'm lost. Where are we now?

2 Q I'm sorry, Exhibit 17.

3 MR. HAINLINE: Where are we? I'm lost.
4 Dates are confusing me. Do we have the date by the
5 way -- I'm just trying to remember -- the date the
6 Uni board action was filed? Do you have that off the
7 top of your head, just so my own chronology can be
8 correct here?

9 MR. FREIJE: I do not.

10 MR. HAINLINE: I guess we'll get to that
11 tomorrow. Sorry to interrupt you.

12 Q Exhibit 17. I'm sorry, Mr. Lans.

13 MR. HAINLINE: What's the question now?
14 I'm sorry. I have the exhibit, but I don't know the
15 question.

16 Q The question, Dr. Lans, is, in this e-mail
17 from you to Lou Mastriani dated Tuesday, June 27th,
18 2000, first sentence, "It must be some
19 misunderstanding. Many people know, including IBM,
20 that I have never agreed that the patent has been
21 transferred to Uni board."

22 A Uh-huh.

1 Q Is that an accurate statement?

2 A Yes.

3 Q And you believed as of June 27th, 2000,
4 that you remained the owner of the graphics patent,
5 correct?

6 A Unfortunately, yes. The patent were never
7 transferred, as I requested in February 1997, against
8 my will.

9 Q I'm going to hand you a document that we'll
10 mark as Lans 18.

11 (Deposition Exhibit Lans 18 was marked for
12 identification and was attached to the transcript.)

13 MR. FREIJE: Lans number 18 is also Exhibit
14 44 to intervenor's opposition to motion for
15 reconsideration.

16 Q Lans 18 looks like a letter that was sent
17 to Lou Mastriani and Tom Schaumberg of AMS from you on
18 June 30th, 2001. Do you recall sending this letter?

19 A Yes, I do.

20 Q You drafted this letter? I'm just looking
21 at the first page right now. You drafted the first
22 page of Lans 18?

1 A Yes, I did.

2 Q That's your signature at the bottom?

3 A Yes, it is.

4 Q Directing your attention to paragraph
5 three, it states "I request that you immediately
6 forward to the appropriate judicial authorities in the
7 United States involved in the actions which you have
8 brought on my behalf the letter which I previously
9 sent to you. To assist you in this I've included a
10 duplicate original with this fax."

11 I now direct your attention to the two
12 pages following page one. Is this the letter that you
13 reference in paragraph three --

14 A Yes, it is.

15 Q -- of Lans 18?
 16 I direct your attention to the last page of
 17 Lans 18. Is that your signature?
 18 A Yes, it is.
 19 Q Did you draft this document?
 20 A Yes, I did.
 21 Q For what purpose did you draft this
 22 document?

0193

1 A Because at this time I realized that I had
 2 no lawyers supporting me anymore. And I came to the
 3 conclusion that AMS were defending against themselves
 4 possibly, possibly. So I almost panicked, and for
 5 that reason I tried to do something. No one helped
 6 me. Those people who should protect me and give me
 7 assistance --
 8 Q Let me direct your --
 9 A -- were against me, I believe.
 10 Q I'm sorry.
 11 MR. HAINLINE: He wasn't finished, and I
 12 wish you would stop interrupting him.
 13 A And I think it's very important that the
 14 client can trust the lawyers. And if there is a
 15 conflict of interest I think it's very important that
 16 the lawyers are telling the client that you need
 17 assistance from another lawyer because you do have a
 18 problem. That doesn't happen.
 19 Q I would like to direct your attention to
 20 the second paragraph.
 21 A On the last page?
 22 Q On the first page of the letter to the U.S.

0194

1 Court of Appeals, which is the second page of Lans 18.
 2 You reference two documents regarding the ownership
 3 relationship; namely, the assignment and declaration,
 4 and the clarification contract. You state that you
 5 have had no access to any of this documentation,
 6 correct?
 7 A Uh-huh.
 8 Q That's an accurate statement, correct?
 9 A That is correct, I think. The
 10 clarification contract at that time, 2001, were in AMS
 11 deposition.
 12 Q What about the assignment and declaration?
 13 A Let me read. Are you talking about the
 14 second paragraph?
 15 Q Second paragraph, correct.
 16 A It's probably wrong where I have -- I
 17 had -- what I mean here is at that time I did not have
 18 access to the documents.
 19 Q At what time?
 20 A When these problems occurs, because this
 21 letter is written 2001, and 2001 Gateway had submitted
 22 the documents, so it was publicly available and also

0195

1 in the court. So what I'm referring to here is that I
 2 had no -- I had not access to the documents at that
 3 time, earlier. But I think that is obvious. It's a
 4 typing error.
 5 Q You state that you have not access to any

6 of this documentation. Why did you not have access?

7 MR. HAINLINE: Object to form.
8 A Because they were in the archive of Gunnar
9 Berg.

10 Q Did you ever request your files from
11 Mr. Berg?

12 A No.
13 Q Mr. Berg was your attorney, correct?

14 A That is correct. No one asked me to get
15 the files.

16 Q Let me direct your attention to the third
17 paragraph on this first page. It states "It has,
18 however, been my personal belief as well as that of
19 Uni board AB that I have personally been the owner of
20 the patent and that the corporation has the economic
21 rights." Correct?

22 A Yes. Because of the clarification contract

0196

1 and the second version, but definitely the
2 clarification contract.

3 Q And as of June 30th, 2001, you still held
4 this belief, correct?

5 A I didn't know because I were unsure at that
6 time because Talbot Lindstrom told me that it was not
7 a binding document. And as I stated earlier, I wrote
8 a specific e-mail to Peter Utterstrom and Talbot
9 Lindstrom and asked them for an explanation why the
10 clarification contract were not a binding document. I
11 think the argument used by Talbot Lindstrom that you
12 can't sit at the kitchen table were not a truthful
13 statement.

14 Q The last sentence of paragraph three it
15 states "I and Uni board are still of this belief."
16 Correct?

17 A As a layman, yes, I believed that if it was
18 correct that Mr. Mastriani didn't change the
19 registration as I requested in February '97, then the
20 registration has not been changed. And I think it's
21 very important to remember that Mr. Mastriani told me
22 that what is important in the United States is the

0197

1 registration, and I believe that the registration has
2 always been in my name. And for that reason -- it's
3 important to remember that we are not talking about
4 definition, definitions. They told me that the
5 registration were of importance.

6 Q Directing your attention to the bottom of
7 this page, which is the first page of the letter to
8 the U.S. Court of Appeals and the second page of Lans
9 18. That's your initial on the bottom right corner?

10 A Uh-huh.

11 Q Yes or no?

12 A Yes, it is.

13 Q And this is a letter that you requested AMS
14 to send to the U.S. Court of Appeals, correct?

15 A That is correct.

16 Q And this letter was to clarify the issue of
17 your credibility?

18 A I would say it was -- it was a panic
19 action. I had absolutely no support from my lawyers.
20 And I started realize that they most likely were

21 defending themselves, and what can I do? I had two
22 law firms working for me, very well paid. It was many

0198

1 million dollars, and I still did not get support. And
2 I can't say that what is written here is correct, but
3 as a layman I did it.

4 Q I'm going to hand you a document we'll mark
5 as Lans 19.

6 (Deposition Exhibit Lans 19 was marked for
7 identification and was attached to the transcript.)

8 MR. FREIJE: Lans 19 is also Exhibit 42 to
9 the intervenor's opposition to motion for
10 reconsideration.

11 Q Mr. Lans, this appears to be an e-mail sent
12 from you to Lou Mastriani on September 1st, 2000,
13 correct?

14 A Yup.

15 Q Do you recall sending this e-mail?

16 A Yes, I do.

17 Q Does this appear to be an accurate copy of
18 the e-mail that you sent to Lou Mastriani on September
19 1st, 2000?

20 A I think so. Yes. Most likely.

21 Q The first paragraph of this e-mail --

22 A Wait a minute. I must read it first.

0199

1 Q Please.

2 A I must know if Peter Utterstrom wrote this
3 e-mail and asked me to send it, because some of the
4 e-mails from me are written by Delphi.

5 Q Take all the time you need, and please let
6 me know when you're complete.

7 A Okay.

8 Q Did you draft this e-mail?

9 A Yes, most likely.

10 Q Is the information contained in this e-mail
11 accurate?

12 A To my best knowledge, I think.

13 Q I direct your attention to the second
14 paragraph, four lines down. After that sentence that
15 ends "responsible for that mistake," see where it
16 starts "my intention was to transfer"?

17 A Uh-huh.

18 Q This e-mail states that it was your
19 intention to transfer "all your rights not the
20 patent." Correct?

21 A Yes. Now we're talking about 1989.

22 Q Correct.

0200

1 A But 1997 it was my intention to transfer
2 the patent. So we have to make a distinction between
3 what I instructed Mr. Mastriani to do and what happens
4 in 1989.

5 Q If you look four lines down from that,
6 about midway through that second paragraph where it
7 says "I as an individual have always paid taxes for
8 the licenses." Do you see where it states that?

9 A Yes.

10 Q Is that an accurate statement?

11 A For the withholding taxes, yes.

12 Withholding. That is foreign country.
13 Q You state that the reason is obvious, I
14 believe that I was the owner of the patent, not
15 UniBoard, correct?
16 A That is correct. I were the registered
17 owner. And, again, I think when we are talking about
18 the owner I stick to the definition I got from
19 Mr. Mastriani that the owner is the registered owner
20 in the United States. But later I have learned that
21 that is incorrect. So what I'm writing should be
22 referred to what Mr. Mastriani told me. That is very

0201

1 important. Because if you apply what I know today,
2 you can change a lot of the information.

3 Q The next sentence says "I have never
4 believed or agreed that the patents have been
5 transferred to UniBoard." See where it says that?

6 A Yes.

7 Q That's an accurate statement, correct?

8 MR. HAINLINE: Object to form.

9 A Valid for 1989. Not for 1997. 1997 is
10 completely different.

11 Q Isn't it accurate, Mr. Lans, that as of
12 September 1st, 2000, you were sending an e-mail that
13 you have never believed or agreed that the patents
14 have been transferred to UniBoard?

15 A During 1980 -- '89, 1989.

16 Q Does it say that in this e-mail?

17 A No. But if you read Exhibit 6 you will
18 find that 1997 I instructed to make a change. I'm
19 sorry if my English is not clear, but I do believe
20 that my lawyers did understand what I wrote.

21 Q I'll hand you a document that we'll mark as
22 Lans 20.

0202

1 (Deposition Exhibit Lans 20 was marked for
2 identification and was attached to the transcript.)

3 MR. FREIJE: Lans number 20 is a
4 declaration of Hakan Lans regarding newly discovered
5 material evidence that was filed, I believe it
6 accompanied a motion regarding newly discovered
7 material evidence that attached a copy of the
8 clarification contract.

9 Q Do you recall when this was filed,
10 Mr. Lans?

11 A No, I don't recall when the document were
12 filed. I can't find -- yes, September 11, 1999.

13 Q Let me first direct your attention to page
14 six of Lans number --

15 A Sorry, sorry. Okay. It's several
16 documents. Sorry. Okay. The first one starts at
17 page six.

18 Q Correct.

19 A Okay.

20 Q Where it states "I declare under penalty of
21 perjury under the laws of the United States of America
22 that the foregoing is true and correct and that this

0203

1 declaration was executed in Sweden on January 21st,
2 2000."

3 A Uh-huh.
4 Q Correct?
5 A Yes. But --
6 Q Go ahead, please.
7 A Okay. I notice that the page I have signed
8 is not the same document as the previous pages. It's
9 different fonts. The last page is a fax copy and the
10 rest -- you see, I normally put my signature on each
11 page. So I can't say that this is the document I
12 signed the last page. It's possible, but I don't
13 know.
14 Q But that is your signature on page six of
15 this document?
16 A I can say that page six is the document I
17 have been reading. The other pages I don't know.
18 Q But page six, which accompanies paragraphs
19 20, 21, you're for sure that you signed that page,
20 correct?
21 A Yes.
22 Q Let me direct your attention to paragraphs

0204

1 two and three. Just briefly take a moment and read
2 those two paragraphs for me.
3 MR. HAINLINE: On page 255815?
4 MR. FREIJE: Yes.
5 A I have been reading two and three?
6 Q Yes. Have you had a chance to read those
7 two paragraphs?
8 A Two and three?
9 Q Yes.
10 A I have been reading them now, yes.
11 Q Yes. You're finished reading those?
12 A Yes.
13 Q Okay. Is the information set forth in
14 paragraphs two and three accurate?
15 A I do believe so, yes.
16 Q Paragraph four --
17 A This document has been produced by AMS,
18 Mr. Mastriani. So they wrote this, and I have to read
19 through the document and see if I could accept the
20 text. It's not really the way I should formulate it,
21 but I think it's within -- it's quite accurate.
22 Q But if any time you were submitted a

0205

1 declaration you reviewed --
2 A I did review at least page six.
3 Q And if you accepted the version that you
4 reviewed, you signed, correct?
5 A Yes.
6 Q Then --
7 A I can just comment page six, because page
8 six is the page I have been reading. The other I
9 don't know.
10 Q Let me direct your attention to paragraph
11 four on page two, which is AMS 255815. It references
12 Exhibit A, which is a declaration submitted August 22,
13 1999, regarding your recollection of the assignment of
14 your patent to Uni board, correct?
15 A Yes, it's my signature.
16 Q And that declaration is attached as Exhibit
17 A to Lans number 20, correct?

18 A That is correct.
19 Q And Exhibit A, which is Bates-numbered AMS
20 255820 through AMS 255822, is initialed on page one,
21 correct?
22 A Sorry, I'm lost.

0206

1 Q If I can return your attention to Exhibit A
2 again.
3 MR. HAINLINE: Why don't you just give him
4 the Bates numbers.
5 Q Which --
6 A Exhibit A.
7 Q Yes, which is AMS 255820.
8 A Exhibit A is 823.
9 MR. HAINLINE: So it is.
10 Q The first Exhibit A. Unfortunately, the
11 Exhibit A 255823 is an exhibit to the declaration of
12 Hakan Lans which begins at AMS 255820.
13 MR. HAINLINE: Object to form.
14 Q Mr. Lans, if I could direct your attention
15 to AMS --
16 A Is it the first Exhibit A or the second?
17 Q It's the first one. We'll use the Bates
18 numbers which begin AMS and then have a number
19 following that, for ease.
20 A Okay. Yup.
21 Q Look at the first page, which is AMS
22 255820. That's your initial on the bottom right

0207

1 corner, correct?
2 A Yes, it is.
3 Q If I could have you turn the page to AMS
4 255821.
5 A Yes.
6 Q That is your initial on the bottom right
7 corner, correct?
8 A That's correct.
9 Q And if you could turn the next page, AMS
10 255822, that's your signature, correct?
11 A That is correct.
12 Q And this was signed August 22nd, 1999,
13 correct?
14 A Yes, that is correct.
15 Q Let me direct your attention to paragraph
16 nine, which is on page AMS 255821.
17 A Okay.
18 Q Okay? It states that "Inasmuch as I
19 understood that the assignment was invalid, I
20 subsequently forgot that I had signed the assignment
21 and declaration document."
22 A Uh-huh.

0208

1 Q That's what it says, correct?
2 A I have been protesting to this, because I
3 very well remember the existence of the documents, and
4 I also told, we talked about that assignment in
5 February 19, '97, and when I said that it is wrong to
6 say that I have forgot, Mr. Mastriani told me, Can you
7 tell me the content in that assignment? And I said,
8 Well, I have forgot the content. And Mr. Mastriani

9 said, Then you have forgot the agreement. And I said,
10 No, I know the existence.

11 So there is a distinction between content
12 and existence. I have always clearly remembered the
13 existence. It is correct that I have forgot the
14 content. I know in substance, but I think it's -- the
15 way I normally express and write is that I remember if
16 I remember the existence, even if I don't remember the
17 content. So it's a question of definitions. But I
18 accepted what Mr. Mastriani told me. And if so, if
19 that is correct, this declaration is correct on point
20 nine.

21 Q The conversation you just testified to
22 between you and Mr. Mastriani, do you have any written

0209

1 documentation?

2 A It was a telephone conversation when
3 Mr. Mastriani asked me to sign this agreement. And I
4 said that many times, many times, more than one time,
5 that I have always remember the existence but I did
6 not remember the content. And I think this is
7 perfectly normal because it's a ten-year-old document
8 and no one can claim that they can remember all the
9 words correct.

10 Q I direct your attention to paragraph number
11 11 on page AMS 255821. It states that "Until seeing a
12 copy of the assignment and declaration document
13 provided by Gateway, I had not recalled that I had
14 signed this assignment and declaration document."
15 Correct?

16 A I think -- I think that is incorrect, but,
17 I mean, I can never be sure. I remember that -- the
18 existence, and I -- I think -- I think it's wrong to
19 make this statement. This is not the way I use the
20 language. But, on the other hand, I don't know if
21 it's different from a legal point of view. That is
22 what I had been told.

0210

1 Q That is what the declaration paragraph 11
2 states, correct?

3 A Yeah, I was told that this is correct to
4 sign.

5 Q And you did, in fact, initial the bottom of
6 page AMS 255821, correct?

7 A Yes. And I believe that what I have been
8 told were correct. But it's not the words -- if I
9 should write the document it should be different.

10 Q And you stated earlier that you reviewed
11 these declarations --

12 A Uh-huh.

13 Q -- correct?

14 A That is correct.

15 Q And if you reviewed and accepted you would
16 sign, correct?

17 MR. HAINLINE: Object to form.

18 A I have been convinced that this was
19 correct. I had protested, but Mr. Mastriani told me
20 that this is correct. And he wrote the declaration
21 for me and asked me to sign. And I must trust my
22 lawyers. I must trust them. If they write a document

1 and they know everything, Mr. Mastriani know that
2 these documents were in the archive of Gunnar Berg and
3 if he claimed that this is the way to express it, I
4 can't do more than say that, Can't we change it? But
5 if -- he convinced me that this was correct.

6 Q Did you ever protest in writing --

7 A No.

8 Q -- to anyone at AMS?

9 A It was always telephone calls. I received
10 documents and then a telephone call. And I were
11 reminded that I had an agreement with AMS that they --
12 I should accept what they decided to do. I have
13 protested many times.

14 Q I'll have you flip back in Lans Number 20
15 to page AMS 255815, which is the second page of the
16 declaration of Hakan Lans regarding newly discovered
17 material evidence.

18 Directing your attention to paragraph five
19 on page AMS 255815.

20 A 825?

21 Q Correct.

22 MR. HAINLINE: I'm sorry, 255 what?

1 MR. FREIJE: 815.

2 MR. HAINLINE: Okay. You just said 825.

3 MR. FREIJE: I apologize.

4 Q It states that "I have come to understand
5 and now accept that" --

6 A Sorry. 815 -- I can't find.

7 Q 815, yes. 255815. It's the second page of
8 the exhibit.

9 A 815. Okay.

10 Q Paragraph five. It states that "I have
11 come to understand and now accept that, contrary to my
12 early understanding, there was a valid assignment, and
13 this assignment and declaration document has had the
14 legal effect of transferring my rights in the
15 above-referenced Lans patent to my wholly owned
16 corporation, Uni board." Correct?

17 A As I said before, there's not -- you don't
18 have my signature on these pages, and you carefully
19 pointed out that my signature were on other pages.
20 And it's definitely not the same document as I have
21 signed. It's completely different. As you can see
22 clearly if you compare page six to page two, it's two

1 different documents. So I cannot comment on this
2 before I know that this is the document I signed.

3 Q Do you normally sign a document, the last
4 page of a document, without knowing what the other
5 pages contained?

6 A No. There has been some exceptions.
7 Mr. Mastriani has asked me in case of something
8 happens and lack of time, he has asked me to sign a
9 last page and e-mailed me the document and asked me to
10 sign the last page if something happens. And that is,
11 again, a question of trust. And at that time I did
12 trust him. But I also -- I feel very, very
13 inconfident with doing so. But you can see here on
14 the other that you have my signature on each page.

15 MR. FREIJE: Let's take a five-minute
 16 break.
 17 MR. HAINLINE: Give me an estimate?
 18 MR. FREIJE: Maybe a half hour, and then
 19 you have a half hour as well?
 20 MR. PARTRIDGE: Yeah.
 21 VIDEOGRAPHER: Please stand by.
 22 We're going off the record. The time is

0214

1 4:43 p.m.
 2 (There is a recess from the record.)
 3 (Deposition Exhibit Lans 21 was marked for
 4 identification and was attached to the transcript.)
 5 VIDEOGRAPHER: We are back on the record.
 6 The time is 4:59 p.m.
 7 Q Mr. Lans, I'm going to hand you what we
 8 have marked as Lans 21. Could you please identify
 9 this document for the record?
 10 A Yes.
 11 Q What is it?
 12 A It's a declaration signed by me. All pages
 13 has been signed by me.
 14 Q This was executed on January 16th, 2002?
 15 A That is correct.
 16 Q That's your signature on the -- on page
 17 nine?
 18 A That is correct.
 19 Q And this is your declaration supporting
 20 your motion and UniBoard's motion for reconsideration
 21 of the Court's September 6, 2001, order concerning
 22 attorneys fees, correct?

0215

1 A That's what's written on the first page,
 2 yes.
 3 Q And who drafted this agreement? I'm sorry,
 4 who drafted this declaration?
 5 A I can't recall, but most likely AMS or
 6 Mr. Mastriani. I don't know which one.
 7 Q AMS was no longer representing you when you
 8 filed your motion for reconsideration, correct?
 9 A No. Sorry. I think this one has been
 10 drafted by Pillsbury.
 11 Q When you say "Pillsbury," do you mean
 12 Pillsbury, your lawyers?
 13 A I think Forrest Hainline drafted this.
 14 THE WITNESS: Is that correct?
 15 MR. HAINLINE: It's your memory, not mine.
 16 A Yes. I think Forrest Hainline drafted this
 17 document.
 18 Q Thank you, Mr. Lans.
 19 Are you familiar with the name Erik Moberg?
 20 A Yes, I am familiar with that name.
 21 Q Who is Erik Moberg?
 22 A He is a scientist working for -- previously

0216

1 for different organizations and also different
 2 committees. He is today retired.
 3 Q Have you discussed this case with
 4 Mr. Moberg?
 5 A No. He has asked me some questions, but

6 he's working independently.

7 Q Have you answered any questions that he's
8 posed to you?

9 A I think I have answered questions, the
10 reasonably question requiring a reasonable answer.
11 But not more. He's not working for me, and I do not
12 have any relation to him.

13 Q Has he asked questions of your attorneys,
14 to your knowledge?

15 A I -- I don't think so. Maybe. I don't
16 know.

17 Q Have you provided Mr. Moberg with any
18 documents regarding this case?

19 A He has asked me if I had any official
20 documents, and those documents, official documents, he
21 has requested. I think I gave him some. Some has
22 most -- has most likely coming from official sources.

0217

1 This case is, as you know, registered in the ministry
2 of foreign affairs, and they do have public documents.
3 I can't tell you where he got all documents from.

4 Q Do you recall which documents you may have
5 given him?

6 A No.

7 Q Have you provided Mr. Moberg with any
8 financial assistance?

9 A Absolutely not. I have no relation to
10 Mr. Moberg.

11 Q Do you have any knowledge as to whether
12 Mr. Moberg has been provided documents from your
13 attorneys?

14 A I don't think so.

15 MR. FREIJE: I think that's all the
16 questions I have right now. We'll go off the record
17 while I transfer the microphone to Mr. Partridge.

18 VIDEOGRAPHER: We are going off the record.

19 The time is 5:05 p.m.

20 (There is a recess from the record.)

21 VIDEOGRAPHER: We are back on the record.

22 The time is 5:06 p.m.

0218

1 EXAMINATION BY COUNSEL FOR DEFENDANT
2 DELL COMPUTER COMPANY

3 BY MR. PARTRIDGE:

4 Q Mr. Lans -- Dr. Lans, excuse me, as I said
5 earlier today, my name is Scott Partridge. I
6 represent Dell in this matter, and it's been a long
7 day for you and a long day for me and the rest of us
8 here, so I'll endeavor to be brief.

9 I would like to follow up on a few things
10 that counsel asked you about, and I would like to
11 begin with the IBM license agreement. You mentioned
12 that Uni board was the party engaged in the IBM license
13 agreement. When was Uni board created?

14 A Probably a couple of years earlier.

15 Q And what was its purpose?

16 A To be a project company to develop a
17 communication system.

18 Q Was the project that Uni board concerned
19 itself with related to the color graphics patent?

20 A No. There were no -- do you mind if I --

21 Q Please, please.
22 A When I went to Holland to the IBM office

0219

1 together with Gunnar Berg, there were absolutely no
2 intention to make an arrangement with Uni board. And
3 as I mentioned earlier, Gunnar Berg proposed that I
4 should transfer the rights of the patents or parts of
5 the patent to a Dutch company. And when I was faced
6 with that situation I got a feeling that I don't like
7 to be involved in something which I can be blamed for
8 trying to avoid tax in Sweden or something like that.
9 It was not straightforward for me. So I proposed that
10 we can use the company Uni board.

11 Q Prior to using the company Uni board for the
12 purposes of the IBM license, was this the company you
13 used in connection with your various research
14 endeavors and projects?

15 A Some of the research projects, yes.

16 Q Did you have other companies that you were
17 using for purposes of research at the time?

18 A Yes. A company called Global Positioning &
19 Communication, and another company called Lans
20 Technology.

21 Q Why did you pick up Uni board as the company
22 to use for the IBM license?

0220

1 A I had just a few minutes to come up with
2 something, and I found that Uni board was most suitable
3 company.

4 Q Were there any employees of Uni board?

5 A No.

6 Q Have there ever been any employees of
7 Uni board?

8 A No. It's a project company.

9 Q You have always been the 100 percent owner
10 of Uni board?

11 A Yes, I have.

12 Q You have always been the president of
13 Uni board?

14 A Yes, I have.

15 Q You've always been the chairman of
16 Uni board?

17 A Yes, I have.

18 Q Is Uni board actually a corporation
19 incorporated in Sweden?

20 A I can say a few words about that.

21 Q Please.

22 A In Sweden we have incorporates that's

0221

1 called AB. And AB is normally owned by several
2 people, or it could be a public company. If one
3 person own an AB then it's not a real AB, it's
4 something we called a few men company. And that is an
5 exception. If the company, as long as the company's
6 active, receive money, spend money, then from tax
7 point of view it's an independent body. If the
8 company become nonactive, then the property in the
9 company is treated as my private property and I can
10 taxed for that.

11 So it's something -- it cannot, I think, be

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12 compared to a U.S. incorporate, which is very, very
13 clear. And the reason for this, just in order to
14 understand, is that in Sweden the tax system is very,
15 very different. A company, an independent company,
16 has about 33 percent in tax. An individual has a
17 completely different tax scale and is very
18 progressive, and you can easily come up to 95 percent
19 in tax. And the reason is that you have the social
20 security system, and no one receives 50 million crown
21 or \$5 million within one year as a salary. So that is
22 the reason why the tax can run very, very high. I

0222

1 don't know how high, but previously the tax can exceed
2 100 percent. Which is -- yeah.

3 Q Is --

4 A So that is the reason. And some people
5 tried to put their assets, in order to avoid tax, in a
6 company. And the only purpose were to avoid tax. And
7 so for that reason they had the so-called few man
8 company. So you're allowed to run it as a company as
9 long as you're active.

10 Q And is Uni board a few man company?

11 A It's a few man company.

12 Q And when Uni board receives income how is
13 that distributed to you, if it is, in fact,
14 distributed to you?

15 A If I receive money from Uni board, then I
16 have to pay tax as an individual for the money I
17 receive from Uni board. If I don't receive any money,
18 it's taxed as a company. So I think -- in Sweden this
19 is a very strange situation. The only purpose with a
20 few man company is to run a business as an individual.

21 Q Let me ask a couple of questions about
22 that, if I may. With respect to the IBM payment which

0223

1 was, I think, \$1.5 million total?

2 A That is correct I think.

3 Q That payment was made to Uni board?

4 A Yes.

5 Q Was there a point in time at which you
6 received a distribution of funds from Uni board in your
7 personal capacity?

8 A No. The money were used for research
9 projects. I have, during my life, during my career, I
10 have been dependent on investors, finance people. But
11 when I had an opportunity to receive money, it makes
12 me more independent, it gives me freedom. So the
13 money would transfer with Uni board with intention to
14 be used instead of financial support from other
15 independent sources.

16 Q I read the article that counsel referenced
17 at the end of his questioning of you by Mr. Moberg --
18 I'm sorry, I didn't get the name right. I think it's
19 Mr. Moberg?

20 A Uh-huh.

21 Q And in that article Mr. Moberg indicates
22 that the various licenses that were granted under your

0224

1 color graphics patent to Apple, Canon, Epson, Fujitsu,
2 Matsushita, Motorola, Power Computing, Seiko Epson,

3 Sharp, Siemens, Sony, Texas Instruments, Toshiba, and
 4 Wang resulted in payments of roughly \$20 million.
 5 A That is correct.
 6 Q And those are the licensees under the color
 7 graphics patent?
 8 A That is correct.
 9 Q And subsequent to the litigation being
 10 initiated you added Compaq as a licensee, correct?
 11 A Uh-huh.
 12 Q Correct?
 13 A That is correct.
 14 Q And Micron as a licensee, correct?
 15 A That is correct.
 16 Q So when you add those two and the payments
 17 that they made, the payments with respect to the color
 18 graphics patent are somewhere between 20 and \$25
 19 million, correct?
 20 A I have not received one dollar from the
 21 agreement with Compaq. The money is on my client
 22 account at AMS, and they refuse to pay it. So I have

0225

1 not received any money.
 2 Q And I'm going to follow up on that in a
 3 moment. Is the same true with respect to the Micron
 4 payment, that AMS is holding that?
 5 A I really don't know, because it's unclear
 6 how the money has been spent.
 7 Q I understand that you have not received the
 8 income from Compaq and Micron, but if you were to add
 9 the payments by Compaq and Micron to the total, the
 10 total amount is in excess of \$20 million and something
 11 less than \$25 million. Is that about right?
 12 A I think it's a slightly more than \$20
 13 million.
 14 Q And at this --
 15 A That is what AMS received from these
 16 companies. And according to the agreement with AMS
 17 Delphi they can keep 33 percent, and Uni board 67
 18 percent.
 19 Q So to date Uni board has received
 20 approximately \$13 million in royalty payments from the
 21 various licensees. Is that about right?
 22 A In that order -- I can't recall exactly,

0226

1 but if you like to have the figures I can find it out.
 2 Q But that order --
 3 A Yeah.
 4 Q -- that's sufficient for my purposes.
 5 A That's correct.
 6 Q Are there any payments still owed to
 7 Uni board from those licensees, or have they made all
 8 of the payments that they're obligated to make to
 9 date?
 10 A They have, as far as I know, made the
 11 payment to AMS, but AMS has not distributed the money,
 12 all the money to Uni board. There are -- I think there
 13 are different opinions, but about one-and-a-half
 14 million dollars has been kept by AMS.
 15 Q How much was the Compaq payment?
 16 A I think it was about 450,000 U.S. dollars.
 17 Q And how much was the Micron payment?

050203 Lans Deposition

18 A That I don't remember.
19 Q Your belief is that AMS is holding funds
20 that amount to roughly a million dollars?
21 A I think 1.6. I saw a -- an analyze of how
22 much money were missing, and it's about 1.6, I think.

0227

1 I know that AMS has a different opinion, but we have
2 not got any financial reports which is clear from AMS.
3 Some of the figures says telephone transfer, a few
4 hundred thousand dollars, and what is a telephone
5 transfer? I don't know.
6 Q Do you have an understanding as to why AMS
7 is withholding the funds?
8 A They claim that I think -- I think, I'm not
9 sure, that they claim that I have been found as a
10 nonhonorale person and for that reason I have been
11 punished here in the United States and there are
12 claims against me. And for that reason AMS are
13 protecting this person Hakan Lans. Maybe they have a
14 reason, I don't know.
15 Q Is it your understanding that the
16 approximately \$1.6 million that is being withheld from
17 you is Uniboard's 67 percent of the recoveries from
18 the various licenses that have been granted?
19 A That is correct. That is my opinion. And
20 the opinion is supported by an independent financial
21 analyze made by an analyze company here in Washington.
22 Q Does Uni board still exist as a company?

0228

1 A Yes.
2 Q As Uni board received the approximately \$13
3 million from these various licenses, what did it do
4 with the money?
5 A First pay tax. And then --
6 Q Approximately 35 percent tax?
7 A Yes.
8 Q Okay. So that leaves roughly nine, \$10
9 million left. What did it do with the nine, \$10
10 million?
11 A And then invested the rest in research
12 projects so -- or used or committed the money into
13 research project. So there are commitments.
14 Q And what happens to the return, if any, on
15 those research projects, does it go to Uni board, does
16 it go to some other entity?
17 A There will be no return. Unfortunately,
18 this catastrophe (phonetic) destroyed my career. So
19 that will be --
20 Q Would you say that again, please.
21 A This catastrophe, and I think this is a
22 catastrophe, destroyed my career. It terminated my

0229

1 career as a scientist.
2 Q Okay.
3 A So there will be no remaining money at all.
4 And I do believe that no one will force me to pay more
5 than the money I have in Uni board, hopefully. They're
6 reasonable people.
7 Q The word you used, we pronounce it, I think
8 "catastrophe."

050203 Lans Deposition

9 A Yes, sorry.
10 Q And so what are the assets of Uni board?
11 A Nothing.
12 Q It has no cash reserves?
13 A Well, if you go to the tax record for
14 Uni board, the money is still there. But there are
15 commitments, so I can be requested to pay out the
16 money. In reality...
17 Q Let me get a clarification on that.
18 Uni board has certain assets which it has contractually
19 committed to a variety of research projects.
20 A Uh-huh.
21 Q Is that correct?
22 A Yes.

0230

1 Q And it is holding those assets, waiting for
2 those assets to be called upon by the various research
3 organizations --
4 A Uh-huh.
5 Q -- with whom it's contracted.
6 A Uh-huh.
7 Q Is that correct?
8 A That is correct.
9 Q And what's the -- what's the approximate
10 amount of money that Uni board is still holding for
11 purposes of those various research projects?
12 A I think it's negative today. It's less
13 than zero.
14 Q It has a negative cash flow today.
15 A Yes, yes. And the money has also been used
16 to pay for this process. And a lot of equipment has
17 been sold so, I mean -- yeah. This process has been,
18 of course, very expensive, and that is a question of
19 not \$1 million; it's much more.
20 Q By "this process" are you referring to this
21 litigation?
22 A Yes, litigation.

0231

1 Q And you're including in this litigation the
2 litigation that you brought against AMS?
3 A Uh-huh.
4 Q Correct?
5 A Yes.
6 Q And did you also bring an action against
7 Delphi?
8 A Yes.
9 Q Have you brought any actions against anyone
10 else in connection with the litigation that was filed
11 in the United States by Uni board and by you personally
12 against my client?
13 A Delphi started a process in Sweden against
14 me and Uni board in order to avoid to be jointly liable
15 with AMS. Because they most likely find it better to
16 have a process in Sweden. Because of potential
17 damages, etc. But that I don't know. And it's not
18 really a process against me. It's a what you call
19 negative process. You can go to a court and ask the
20 court to determine that you are not responsible.
21 You see, I'm not sure about this because
22 I'm not a lawyer. I don't know exactly how it works,

1 but I'm trying to tell you to my best knowledge what
2 happens.

3 Q So you have used the resources of Uni board
4 to fund the various litigation that followed the
5 dismissal of the patent infringement action in the
6 United States?

7 A Yes.

8 Q With respect to the various research
9 projects that have been funded by Uni board, is there
10 by contract a right that Uni board will have if those
11 projects are successful --

12 A They will not be successful.

13 Q They will not be successful.

14 A No. Because I have no time to work, and my
15 participate -- participation were so important that...

16 Q Bear with me hypothetically for a moment.
17 Do the contracts which you entered into on behalf of
18 Uni board with these research organizations provide for
19 some return to Uni board?

20 A Yes.

21 Q Were the research investments related to
22 your navigation system?

1 A No.

2 Q None of them were related to your
3 navigation system?

4 A No.

5 Q Were they related to other inventions that
6 you have made?

7 A Yes.

8 Q Other inventions that are the subject
9 matter of patents or patent applications?

10 A There are expectations that there could be
11 variable patent if the product has been running as
12 planned from the beginning.

13 Q Do you have -- and I don't want you to
14 identify these, I just want you to answer yes or no.
15 Do you have pending patent applications in the United
16 States?

17 A No.

18 Q You have three patents in the United
19 States; the navigation system, the color graphics
20 system, and a patent that deals with some sort of a
21 laser -- a scanning technique. My file is over there
22 so I don't remember exactly what it was.

1 A The scanning technique, that patent is
2 owned by another company in Switzerland. The
3 navigation system is owned by another company, the
4 GP&C global -- GP&C Systems International AB. And I
5 don't have any ownership in that company.

6 Q I want to talk about that company in a
7 moment, but let's complete the Uni board story, if I
8 may.

9 Uni board, does it have regular -- I guess
10 if it were to have regular meetings the meetings would
11 be just you, there's no one else involved in the
12 company?

13 A Exactly. But, of course, there are
14 meetings with other scientists and sometimes with

15 financial people, etc. But not what you call a board
16 meeting.

17 Q The license agreements that I identified,
18 except for the Micron and Compaq license agreements,
19 were negotiated in the 1995/1997 time period, roughly?

20 A Yes.

21 Q Who was the licensor in those license
22 agreements? By "licensor" do you know what I mean,

0235

1 the party granting the license?

2 A That was I think Hakan Lans as an
3 individual.

4 Q And the reason that you used Hakan Lans as
5 an individual for those license agreements was what?

6 A I don't know. That was a decision made by
7 AMS.

8 Q Let's change --

9 A The money were paid to Uni board.

10 Q I oftentimes do this. I get right up to
11 the edge of a videotape and then they start flashing
12 cards at me. So let's change the tape, because it
13 will go about ten minutes, and apparently we're very
14 close to running out of tape. Let's take a short
15 break.

16 VIDEOGRAPHER: This marks the end of Tape 3
17 of the deposition of Hakan Lans. We are going off the
18 record. The time is 5:27 p.m.

19 (There is a recess from the record.)

20 VIDEOGRAPHER: This marks the beginning of
21 Tape 4 of the deposition of Hakan Lans. We are back
22 on the record. The time is 5:30 p.m.

0236

1 Q Mr. Lans, since I interrupted your answer,
2 I have asked the court reporter to read the question
3 back to you and the portion of the answer that you
4 were giving.

5 (The record is read.)

6 Q And then I interrupted you. Had you
7 completed your answer?

8 A I think so. Maybe I have an extension to
9 that question.

10 Q Did AMS negotiate those various licenses
11 for you, the ones that I listed, other than Compaq and
12 Micron?

13 A Yes, they did. There were some exceptions.
14 Dell Computer contacted me and proposed that we should
15 negotiate and settle. And AMS send me letters that I
16 were not allowed to talk to you, and they also send I
17 think you letters saying that you were not allowed to
18 talk to me. And, finally, I think there were a
19 contact, but I didn't know what to do.

20 Q Did you --

21 A I don't like to be involved in a conflict.

22 Q Did you sign the various license

0237

1 agreements?

2 A Yes, they were mailed to me, sent to me by
3 DHL.

4 Q And so those license agreements were
5 written up in such a way that you were granting

6 licenses and then the agreement provided that funds
 7 would be transferred to AMS?
 8 A Uh-huh.
 9 Q Is that correct?
 10 A That is correct.
 11 Q And then AMS was instructed to transfer
 12 funds, your share of the funds, to Uni board?
 13 A That is correct.
 14 Q And during the negotiation and resolution
 15 and execution of all these license agreements AMS knew
 16 that you were going to be the licensor, knew the funds
 17 would be sent to it first and then knew that the funds
 18 would be delivered by AMS to Uni board.
 19 A That is correct.
 20 Q When it came to the negotiation with
 21 Compaq, I understand that that worked a little bit
 22 differently. Is that right?

0238

1 A Yes.
 2 Q How did that one work?
 3 A The president of Compaq contacted me and he
 4 asked me to meet, and I think that AMS insisted that
 5 Delphi should participate. And Peter Utterstrom from
 6 Delphi were participating. And then I talked to
 7 Compaq, and Peter Utterstrom were observing my
 8 conversation with the president of Compaq. There were
 9 some additional telephone calls direct between the
 10 president of Compaq and me. And we agreed immediately
 11 that it was not good to continue, because the sales of
 12 Compaq started to drop. Customers canceled orders,
 13 and it was simply -- it was not good for none of us to
 14 continue. And they also know that -- or the reason
 15 for claiming that I were wrong were just a way to
 16 avoid paying licenses for long work, and that had been
 17 very useful for Compaq, and they said that this is
 18 completely wrong.
 19 The patent systems intentions is to give
 20 awards and pay licenses to those people who are doing
 21 the big job. So we decided to settle. And after
 22 settlement they invited me for an annual celebration

0239

1 at Compaq, and they asked me to be an honorable
 2 speaker during that conference, and we did so. And
 3 then everything were over.
 4 Q The business --
 5 A But unfortunately --
 6 Q I'm sorry.
 7 A -- I did not receive the money.
 8 Q The business negotiations were between you
 9 and executives of Compaq, correct?
 10 A That is correct.
 11 Q And then somebody drafted the terms of the
 12 agreement, the actual words, correct?
 13 A Yes.
 14 Q And who was that?
 15 A I think that was most likely AMS.
 16 Q And the funds that were to be paid by
 17 Compaq were then paid to AMS?
 18 A That is correct.
 19 Q And pursuant to the agreement AMS was to
 20 transfer your portion --

21 A 67 percent.
22 Q -- to Uni board?

0240

1 A To Uni board.
2 Q And that never happened?
3 A That never happened.
4 Q With respect to Micron, who negotiated the
5 Micron agreement?
6 A I think it was AMS.
7 Q And so the Micron agreement fit with the
8 pattern of the Apple and Toshiba and Texas Instruments
9 agreements, AMS handled that itself?
10 A I think so.
11 Q And you signed the agreement?
12 A Yes.
13 Q And the licensor in that case was yourself
14 or Uni board?
15 A I think it was myself.
16 Q And the funds were to go to AMS and they
17 were then to transfer the portion of the funds that
18 were supposed to go to you to Uni board, correct?
19 A Yes.
20 Q And did that happen?
21 A I really don't know. I know at the end
22 there are missing, according to this analyze company

0241

1 in Washington, \$1.6 million.
2 Q Were there any other licenses that you can
3 recall, and I know I'm asking you to rely upon your
4 memory and I've given you a long list of licensees,
5 but are there any others that have been granted
6 licenses to date with respect to the color graphics
7 patent?
8 A I don't think so. There has been some
9 other companies contacting me direct and say that they
10 don't like to have any communication with AMS. And
11 they said that the behavior of AMS were so terrible
12 that they will never make any arrangement. But they
13 said, You are a reasonable person and we like to
14 compensate you. And I said I can't do that. I can't
15 interfere.
16 Q Are there any negotiations for licenses
17 that have been ongoing in the last couple of years?
18 A No.
19 Q There is a reference to the -- in the paper
20 by Mr. Moberg -- I have to keep looking up his name --
21 to money being borrowed in connection with AMS's
22 contract with you. I assume you read the Moberg

0242

1 article at some point?
2 A I have not. In fact, I have been reading
3 very, very fast through an early version of the
4 report, but I have not seen the latest version. And I
5 don't really know what he's doing. I think he's
6 traveling around and make presentations. And I know
7 that media and TV companies all over the world is
8 contacting him.
9 Q Let me see if I can find this reference.
10 A It's a live document. I really don't know.
11 Q I'm looking at the article by Erik Moberg,

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12 and I'm sorry I don't have copies of it. It's
13 entitled "The Judgment Against Hakan Lans - A Planned
14 Judicial Crime?" and it's apparently dated sometime in
15 the last two years. I can't see the date on here, but
16 on page ten of that article he's talking about AMS and
17 he says they had, as an element in their efforts to
18 finance the impending litigation, borrowed money on
19 their contract with Lans. Does that mean anything to
20 you?

21 A Yes. We have found some documents, and
22 from the beginning they contacted some lawyers or

0243

1 investors and used the agreement they have signed to
2 me as a reason for making a business arrangement. And
3 they do have a contract with that group called 986
4 Partners. And we have also been found document that
5 Delphi were heavily involved, and we also found a
6 letter indicating that they were hiding everything
7 from me. Peter Utterstrom wrote that for not saying
8 the obvious but Hakan Lans is not fully informed. And
9 I was shocked when I got -- I didn't believe it.

10 Q What's your understanding as to -- is it
11 987 Partners?

12 A 986. That is the patent number. 986
13 Partners.

14 Q What is your understanding as to what, if
15 any, as to what 986 Partners is?

16 A I don't know. If I understand correct,
17 they have borrowed just very little money, and that is
18 even more scary because Delphi told me when I asked
19 them before they started the process, whatever
20 happens, I can never invest any money and are you sure
21 that you have enough money and a good arrangement so
22 no one can ask me for money or create a conflict for

0244

1 me? And they said, Oh, there is much, much -- it's
2 almost from practical point of view unlimited amount
3 of money. And I did believe that. And when I saw
4 that they borrowed \$75,000 from that group, I realized
5 that I didn't heard the truth from the beginning.

6 Q I didn't ask my question very clearly, and
7 I'm just asking you --

8 A Sorry.

9 Q No, it was not a clear question. I'm just
10 asking you for your understanding, if any, and you may
11 not have one, as to the function or role of the 986
12 Partners.

13 A I have no idea.

14 Q When did you first hear about this group?

15 A When Forrest Hainline found the documents
16 in AMS files. That was the --

17 MR. HAINLINE: Don't divulge our
18 conversations.

19 Q I'm not inquiring into any conversations
20 you've had with Mr. Hainline.

21 So during the course of the last couple of
22 years in dealing with these issues that have arisen

0245

1 since the dismissal, you for the first time heard of
2 this entity called the 986 Partners.

3 A That is correct.
 4 Q Okay. I gather from what you said earlier
 5 that GP&C owns the navigation system patent. Is that
 6 correct?
 7 A That is correct.
 8 Q Has GP&C always owned the navigation system
 9 patent?
 10 A Yes.
 11 Q You assigned it, the U.S. patent
 12 application, to GPC upon the filing of the
 13 application?
 14 A That is correct.
 15 Q Do you have any financial interest in
 16 Navigation -- in GPC?
 17 A No. My wife is administrating GP&C Systems
 18 International, so that is a part of my wife's job.
 19 Q And what is her -- what are her duties with
 20 respect to GP&C?
 21 A Oh, she is taking care of mail and
 22 documents and -- my job in GP&C Systems International

0246

1 from the beginning were to work with the research and
 2 technology and support the standardization process.
 3 I'm just a pure scientist.
 4 Q I may be able to cut off some questions I
 5 might have asked about GP&C by going to kind of the
 6 end of the story. Does GP&C have any licenses
 7 currently with any entities within the United States?
 8 A Yes.
 9 Q With the U.S. Navy?
 10 A No, not with the navy, but the U.S. Navy
 11 has received a lot of equipment covered by licenses
 12 from GP&C.
 13 Q So GP&C has licenses with companies who are
 14 providing equipment to the U.S. Navy?
 15 A That is correct.
 16 Q And there are royalties that are paid on
 17 those licenses to GP&C?
 18 A That is correct.
 19 Q And there are royalties that are paid to
 20 GP&C, pursuant to those license agreements, by U.S.
 21 companies?
 22 A I really don't know exactly which equipment

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1 has been exported to the U.S. Navy. But I know,
 2 because I have received e-mail from the U.S. Navy, and
 3 they have had some scientific questions, system
 4 theories at very high level and no one could answer
 5 the question, so they asked me and I gave them the
 6 scientific analyze.
 7 Q Let me try it this way, if I may --
 8 A So I really don't know who sold. That is
 9 not a part of my responsibility.
 10 Q Has the U.S. patent -- set aside the -- I
 11 know there are patent applications and patents in many
 12 countries around the world. But focusing just on the
 13 U.S. patent, has it been licensed to any parties to
 14 date?
 15 A Yes.
 16 Q How long a list of licensees?
 17 A I think it's less than ten companies.

18 Q And some of those companies are in the
 19 United States?
 20 A Yes.
 21 Q Who in the United States?
 22 A I can find it out and mail it to you.

0248

1 Q Okay. I'll need to make that request of
 2 your counsel, and I may or may not do that.
 3 A But in order to make it clear, GP&C is
 4 completely independent from me and from the -- from
 5 color graphics patent and from Uni board. I have been
 6 responsible, I have been the president and I am still
 7 the president, but I -- hopefully there will be
 8 another person continue as president which is more
 9 suitable for the present situation in GP&C. So I hope
 10 I will be replaced.
 11 Q Is GP&C a corporation?
 12 A Yes, it is.
 13 Q Are you on the board?
 14 A Yes, I am.
 15 Q Are you -- you're an officer, you're the
 16 president?
 17 A Uh-huh.
 18 Q Yes?
 19 A Yes.
 20 Q Are you actually an employee of GP&C?
 21 A That is correct.
 22 Q And you receive a salary?

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1 A Yes, I do.
 2 Q Do you receive any other form of
 3 compensation?
 4 A Yes. I do have a success fee, and one day
 5 I hopefully will receive money.
 6 Q Do you have stock options?
 7 A Yes, I think that is correct. It's a
 8 little bit more complicated, but stock options, yes,
 9 you can say so.
 10 Q Does the success fee relate to revenues
 11 GP&C receives from its licensees?
 12 A Well, it's a little bit more complex.
 13 There has been a huge investment, and I think I
 14 mentioned this morning that the investments, in order
 15 to move from a theory to world standards took over 20
 16 years and cost over 300 million U.S. dollars. GP&C is
 17 the company which hold the rights for the patents, and
 18 it's a legal bodies for these patents. But, of
 19 course, during the research and development part GP&C
 20 did not exist. It was done within other companies
 21 and, of course, required a lot of financial resources.
 22 But when the system were close to a realistic success

0250

1 in the world standard, then the company GP&C Systems
 2 International were formed, just in order to file the
 3 patents in the name of GP&C Systems. So you had a
 4 simple model. You had one company. You had a patent
 5 filed to that company.
 6 Q Are there other employees of GP&C?
 7 A No.
 8 Q You're the --

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9 A It's what I call a project company. The
10 only purpose is to own the patent and be able to sign
11 licenses for those who invested money in the research
12 and development.

13 Q Are you the only --

14 A Invested time and money.

15 Q Are you the only employee?

16 A Yes. And I receive money from GP&C to
17 engineering firm Hakan Lans, which is myself.

18 Q So your engineering firm is -- has
19 contracted with GP&C to do research and development
20 work. Is that correct?

21 A Yes.

22 Q And GP&C then pays your engineering firm,

0251

1 which is you --

2 A Yes, that's correct.

3 Q -- for the work that you do?

4 A That's correct.

5 Q Thank you.

6 A But it has nothing to do with this case.

7 It's completely independent.

8 Q Do you have -- you understand the word
9 "assets."

10 A Uh-huh.

11 Q An asset could include, among other things,
12 patent rights, any kind of personal property, various
13 sorts of things. Do you have assets in the United
14 States other than possible interest in the patents
15 that we've talked about today?

16 A No. I'm not part of any company or project
17 or patent, except that I work for GP&C, which has
18 patents in the United States.

19 Q You personally, the only -- strike that.

20 A I don't own any property, house, or I don't
21 have any patents. I don't own any land here in the
22 United States, nothing.

0252

1 Q At the present time, of course, the color
2 graphics patent has expired, but that was depending on
3 how one interprets these various license agreements,
4 but that was something that you owned for some period
5 of time?

6 A The?

7 Q Color graphics patent.

8 A I owned the color graphic patents from the
9 beginning to the end. It was filed in my name, 1979,
10 and I owned the patent. If I say "I," I mean I and
11 Uni board. To me it's the same. I mean, if you talk
12 to me you talk to both Uni board and Hakan Lans. And I
13 owned the patent --

14 Q Other than --

15 A -- until the patent expired.

16 Q Other than the revenue that is sitting in
17 the account of AMS at the present time, do you have
18 any other sources of revenue in the United States?

19 A No.

20 Q I'm almost finished. I was confused by
21 this two versions of the Uni board/Lans arrangement and
22 then this clarification agreement. At one point I

1 thought the clarification agreement was the second
2 version of the Lans/Uni board agreement. But I gather
3 from what you said today that you believe there was a
4 first version that was the assignment document between
5 yourself and Uni board and then there was a second
6 version that changed that in some respect, and then
7 there was this clarification agreement that you
8 prepared. Is that correct?

9 A Yes.

10 Q And as far as that second document is
11 concerned, does that exist anywhere, that anyone has
12 found, to your knowledge?

13 A I don't know if someone has been searching
14 for that document.

15 Q Have you seen it in the last year or two?

16 A No. I know that Delphi has been talking to
17 the widow Berg at some period of time, but I really
18 don't know what happens.

19 Q And you don't have a recollection as to the
20 specific differences between the first version and the
21 second version. Is that correct?

22 A No.

1 Q Is that correct -- I'm sorry, I asked --

2 A That is correct. That is correct.

3 Q Thank you.

4 A I can just speculate --

5 Q I don't want you to do that.

6 A -- about the differences, and I don't like
7 to do that.

8 Q And I'm not asking.

9 With respect to Defendant's Exhibit 9, which
10 was the summary document about which there was a fair
11 amount of testimony, do you remember that discussion
12 about Exhibit 9? It was the one --

13 A Okay.

14 Q Yes. Was there a response from AMS to your
15 sending of this particular document to Mr. Schaumberg
16 and Mr. Mastriani?

17 A I can't recall any respond to this. I
18 don't think so.

19 Q Was there a telephone discussion that
20 followed your sending this?

21 A Could be. I can't recall. Possibly not.
22 MR. PARTRIDGE: I have no further

1 questions. Thank you very much, Dr. Lans.

2 VIDEOGRAPHER: Stand by.

3 This marks the end of the deposition of
4 Hakan Lans. The number of tapes used is four. We are
5 going off the record. The time is 5:56 p.m.

6 (Signature having not been waived, the
7 deposition of Hakan Lans was concluded at 5:56 p.m.)

8 *****

9 ACKNOWLEDGMENT OF DEPONENT

10 I, Hakan Lans, do hereby acknowledge that I have
11 read and examined the foregoing testimony, and the
12 same is a true, correct and complete transcription of
13 the testimony given by me and any corrections appear
14 on the attached Errata sheet signed by me.

15
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(DATE) (SIGNATURE)

0256

1 CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC
2 I, Diane Gomez, Registered Professional Reporter,
3 the officer before whom the foregoing proceedings were
4 taken, do hereby certify that the foregoing transcript
5 is a true and correct record of the proceedings; that
6 said proceedings were taken by me stenographically and
7 thereafter reduced to typewriting under my
8 supervision; and that I am neither counsel for,
9 related to, nor employed by any of the parties to this
10 case and have no interest, financial or otherwise, in
11 its outcome.
12 IN WITNESS WHEREOF, I have hereunto set my hand
13 and affixed my notarial seal this 26th day of
14 January, 2005.
15 My commission expires:
16 June 14, 2005

17
18
19
20 NOTARY PUBLIC IN AND FOR
21 THE DISTRICT OF COLUMBIA
22

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