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1 abided by this agreements?

2 MS. STERK: Objection. Asked and answered.

3 THE WITNESS: I believe so.

4 BY MR. JONNA:

17:15 5 Q. Okay.

6 MR. JONNA: Take a quick look at Exhibit 1823.

7 (Exhibit 1823 was marked for identification.)

8 BY MR. JONNA:

17:16 9 Q. This is a document Bates stamped CM1434 through

10 CM1443. It's an email from Robert Sarkis to Melissa

11 Farrell, and it copies you and other people dated

12 June 30, 2015. And it attaches an agreement between

13 BioMax and Planned Parenthood Gulf Coast.

17:16 14 First of all, have you -- do you remember seeing

15 this document before?

16 A. I don't recall before yesterday.

17 Q. Okay. And if you just turn to the last page of

18 the document, Exhibit A, it says that the fee to Planned

19 Parenthood Gulf Coast for a fetal liver would be \$750,

17:17 20 and the fee for fetal liver and a thymus from the same

21 POC would be \$1,600.

22 MS. STERK: Objection.

23 MR. JONNA: I haven't asked a question yet.

24 MS. STERK: Sorry.

25 ///

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1 BY MR. JONNA:

2 Q. Do you remember these terms?

3 MS. STERK: Objection. Misrepresents the  
4 document.

17:17 5 THE WITNESS: I don't recall.

6 BY MR. JONNA:

7 Q. Okay. Let's take a look at Exhibit 1824.

8 (Exhibit 1824 was marked for identification.)

9 BY MR. JONNA:

17:17 10 Q. This is an email chain between you and Doe 9012,

11 Bates stamped PP6147 to 6148 dated July 1st, 2015. And

12 the very bottom of the chain is just the same email we

13 just saw, and then you forward it to Doe 9012, who is

14 the region medical and surgical services director, who

17:18 15 we under is Diane Santos.

16 Is that your understanding?

17 MS. STERK: I object to naming the Does on the  
18 record.

19 Go ahead.

17:18 20 THE WITNESS: Yes.

21 BY MR. JONNA:

22 Q. Okay. You forwarded the email to her. You --

23 to Ms. Santos. You say "FYI, we are still trying to

24 move forward with this."

17:18 25 She responds to you and says "Do you want to do

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1 this?"

2 You respond to her and say "Yes, ma'am."

3 Do you remember that exchange?

4 A. Not until yesterday.

17:18 5 Q. Okay. So you wanted to move forward with the

6 contract we just saw with those price terms.

7 MS. STERK: Objection. Mischaracterizes the

8 document. Mischaracterizes the testimony. Vague.

9 THE WITNESS: I know I wanted to move forward

17:19 10 with it. There were emails -- from what I recall

11 earlier, there were emails in between. Again, I'm

12 not -- I don't make decisions on the agreements. So I

13 can't tell you that I saw this and agreed with the

14 compensation or agreed with the agreement that was sent.

17:19 15 BY MR. JONNA:

16 Q. Is there anything in writing that says that you

17 didn't agree with the compensation?

18 MS. STERK: Objection. Vague.

19 THE WITNESS: No.

17:19 20 BY MR. JONNA:

21 Q. And why would Ms. Santos ask you if you want to

22 do this if you have no say in the decision?

23 MS. STERK: Objection. Vague.

24 THE WITNESS: I have the decision --

17:19 25 MS. STERK: Calls for speculation.

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1 THE WITNESS: Sorry.

2 MS. STERK: Sorry.

3 THE WITNESS: I have the decision on whether to  
4 operationalize. So just because Missy agrees to an  
17:19 5 agreement or to compensation or the specific details of  
6 the study, my role is to say whether or not I can  
7 operationalize this. Is this -- will this impact  
8 patient care? And so for me, that's my decision making  
9 in this process is whether or not something can be  
17:20 10 operationalized on my floor and nothing to do with the  
11 agreement and compensation.

12 BY MR. JONNA:

13 Q. You didn't express anywhere in writing any  
14 concerns with the proposed agreement; true?

17:20 15 MS. STERK: Objection. Vague. Compound. Calls  
16 for speculation.

17 THE WITNESS: Yeah, I haven't seen anything.

18 BY MR. JONNA:

19 Q. What's that?

17:20 20 A. I haven't seen anything, any of these emails.

21 Q. Do you recall anything where you raised a  
22 concern with the contract in writing?

23 A. I don't recall.

24 Q. Okay. I'm going to hand you what we'll mark as  
17:20 25 Exhibit 1826.