

On Mon, Aug 2, 2021, 10:20 AM Robert J. Cunningham Jr. <[rcunningham@reesbroome.com](mailto:rcunningham@reesbroome.com)> wrote:

George,

Thanks for your email.

I encourage you to put the Frost firm in your rear view mirror as much as it irks you to do so. The sanctions motion was settled in principle on the premise that there would my mutual releases all the way around – between you and Martin, Martin and the Frost firm, and you and the Frost firm. If you do desire to pursue this – and you can – you can file a formal Complaint with the Virginia State Bar. The Frost firm will raise the anticipated settlement agreement as a defense to the bar complaint, but it is against public policy for attorneys to try to contract away ethical lapses and the bar will investigate your claims (assuming the bar deems them to have merit) notwithstanding the settlement agreement.

Let's get the underlying case to the finish line, take a breath, and then decide what to do.

Rob

**Robert J. Cunningham, Jr. | Rees Broome, PC**  
Shareholder  
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t 703.973.3292 | f 1.703.848.2530 |  
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**From:** george.platt62 <[george.platt62@gmail.com](mailto:george.platt62@gmail.com)>  
**Sent:** Wednesday, August 4, 2021 9:22 AM  
**To:** Robert J. Cunningham Jr. <[rcunningham@reesbroome.com](mailto:rcunningham@reesbroome.com)>; Ian G. Roy <[IRoy@reesbroome.com](mailto:IRoy@reesbroome.com)>  
**Subject:** Re: 210802 Settlement and Release Agreement (and Order)(2631057.1) DRAFT(2631508.1)

Rob & Ian,

I know I'm missing or not understanding something and I don't mean to be difficult. The settlement option is surely the most expedient. I'm all for that, I'm not rich and every dollar spent on this takes away from what is more important.

I'm still bewildered that I'm this position. I tried getting help from a well credentialed source and got demonstrably grifted. Frost played on my ignorance of the law to my detriment and put me in a worse position. The option for settling is paying Martin for what Frost did on my behalf and giving Frost an irrevocable pass.

Not right.

Frost harmed both me and Martin and I seem to be the only one paying the price. I don't see how Frost is accepting any responsibility to me for what they've done to me.

Please try and get some type of concession from Frost and we'll have a deal. Otherwise maybe we should just try and fight.

Please also try and help me with trying to keep your fee as low as possible. I am grateful for what you've done but like I said earlier, I'm not rich. I have to scrape every day for every dollar and I've already been put through a couple of wringers.

I'm off today and am eager to speak with either of you about best course of action today if you have a chance.

On Wed, Aug 4, 2021 at 10:42 AM Robert J. Cunningham Jr. <[rcunningham@reesbroome.com](mailto:rcunningham@reesbroome.com)> wrote:

George, thanks for your emails.

At the outset, settlement of this matter always contemplated and three-way walkaway, which is what we have agreed to in principle. I understand and appreciate the fact that you want to get your pound of flesh from these folks, but your statement below (that you have to scrape every day for every dollar) is precisely why I encourage you not to go down that path. Litigation is terribly expensive (as you well know) and which is demonstrated by our recent invoice to you. Ian did the heavy lifting in the discovery process, drafting of pleadings, case administration, etc. to take advantage of his skillset and lower billing rate. Had I taken the reins on those tasks the bill would have been twice as high. I do NOT want you throwing good money after bad as you have with both Martin and the Frost firm – that's not how I roll.

If you want to file a bar complaint against the Frost Firm you may – there is enough there for the bar to possibly look at what they did in this case notwithstanding the civil settlement we are contemplating. And don't forget: there is value in having Martin renounce his 15% claim under the contract.

It's your case and we will proceed as you wish, but we do not want to bankrupt you with legal fees. Please consider the foregoing and let us know your thoughts.

Regards,

Rob

On Wed, Aug 4, 2021 at 11:04 AM George Platt <[george.platt62@gmail.com](mailto:george.platt62@gmail.com)> wrote:

Rob,

I want to settle and get this over with.

Can you try and get some type of concession from Frost to me?

I still don't understand how Frost gets the free pass from me, can you explain?

I don't think a Bar complaint will go anywhere, If you think it would we can talk about it.

Can you try and get the 5k Martin already has from me applied?

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**From:** George Platt <[george.platt62@gmail.com](mailto:george.platt62@gmail.com)>

**Sent:** Thursday, August 5, 2021 10:17 AM

**To:** Robert J. Cunningham Jr. <[rcunningham@reesbroome.com](mailto:rcunningham@reesbroome.com)>

**Cc:** Ian G. Roy <[IRoy@reesbroome.com](mailto:IRoy@reesbroome.com)>

**Subject:** Re: Frost Firm

Rob,

It seems to me counterintuitive to irrevocably waive any claim against Frost and then explore recourse. If that agreement is your best effort to represent my interests and my only choice is between that or risk bankruptcy I guess I don't have a choice.

On Thu, Aug 5, 2021, 8:23 AM Robert J. Cunningham Jr. <[rcunningham@reesbroome.com](mailto:rcunningham@reesbroome.com)> wrote:

George, after due consideration, I do not recommend attempting to extract any financial concession from the Frost Firm. Such effort may fatally undermine the settlement of the sanctions motion, which we have achieved on reasonable terms which was our primary objective when we were retained.

I reiterate that you may have a basis to file a bar complaint if the Frost Firm if there were in fact ethical lapses. Let's discuss that after we wrap up the settlement.

Rob

Sent from my iPhone. I apologize for any typos.

**GEORGE PLATT**  
12104 Polo Drive, Apt 132  
Fairfax, VA 22033  
571-379-3111  
george.platt62@gmail.com

June 27, 2021

Glen Frost  
Bradford Kirby  
Christopher Buck  
Frost Law  
839 Bestgate Rd Suite 400  
Annapolis, MD 21401  
[Glen.Frost@frostdtaxlaw.com](mailto:Glen.Frost@frostdtaxlaw.com)  
[Bradford.Kirby@askfrost.com](mailto:Bradford.Kirby@askfrost.com)  
[Chris.Buck@askfrost.com](mailto:Chris.Buck@askfrost.com)

Re: Demand for Information Related to *Platt et al. v. George Mason University et al.*

Messrs. Frost, Kirby, and Buck,

I am writing on behalf of myself and my company 3D Systems LLC concerning your prior representation of these entities in *Platt et al. v. George Mason University et al.* Since the time you departed from the case, I have been served with discovery by Defendants Scott Martin and ElluminAI LLC. I have determined that I am unable to fully answer the interrogatories because you did not properly communicate or advise me when you were serving as counsel in the case.

In order to fulfill my discovery obligations, and to gather other information necessary for me to pursue my legal claims, I request that you answer the questions attached to this document. This is critical information that you should have communicated to me when you were engaged as counsel but you failed to do so. Please review the questions in the attached document and provide responses no later than July 8, 2021.

If you refuse to provide me with this information by the deadline, I will take two actions. First, I will file bar complaints in Maryland and Virginia against you individually and against your firm for unethical and unprofessional conduct in withholding critical information from your client and then refusing to provide said information once you withdrew from the case. Second, I will serve a third-party subpoena duces tecum on you so I can ask you these same questions during a deposition.

Thank you for your swift attention to this matter. I look forward to receiving your responses on or before July 8, 2021.

Sincerely,

George Platt

## QUESTIONS FOR THE FROST LAW FIRM

1. Chris Buck told Mr. Platt that a member of the Frost Law Group had an acquaintance that is currently a high-ranking member of the United States Small Business Administration (hereinafter "SBA").

- a. Who was the member of Frost Law Group that had a connection with a high-ranking member of SBA?
- b. Who was the high-ranking member of SBA? Please provide the name, current title and contact information for that person.
- c. Did anyone at the Frost Law attempt to establish a line of communication with that person? If so, who made the attempt and when was it made?
- d. Did anyone at Frost Law attempt to arrange a meeting between that person and Mr. Platt? If so, who made the attempt and when was it made?
- e. If you answered yes to (c) or (d), explain what information was shared in those attempts. Please be as detailed as possible.

2. Mr. Platt made several requests for an explanation for why the back-channel negotiation strategy with SBA failed? Why wasn't Mr. Platt given a detailed explanation of why the strategy failed?

3. At some point, Mr. Platt was told that it was no longer desirable to establish a line of communication with SBA. Why was that decision made?

4. Are any members of the Forst law group former employees of the SBA? If so, please name those persons along with the roles that they had at SBA before they joined your firm.

5. For those members of your firm that are formerly SBA employees, do these members have loyalties to their former employer or to the Firm's clients? What steps, if any, have you taken to ensure that these members are loyal to their clients over their former employer?

6. Is it possible that, during your firm's efforts to contact senior members of the SBA on behalf of Mr. Platt, privileged tactical and strategic client information was inadvertently revealed? If not, why not?

7. In the last 12 months, have any employees or attorneys of Frost Law accidentally

revealed privileged attorney-client information to third parties? If so, please list all occurrences during that time frame.

8. Did anyone at Frost Law Firm coordinate with opposing counsel and then draft the complaint in a way that would shield the supervisors of Mr. Scott Martin from liability?

9. When did you become aware that the Virginia OIG would not investigate any matter raised by Mr. Platt?

10. Why didn't you make Mr. Platt aware of the Virginia OIG's determination prior to filing the complaint on his behalf?

11. When Mr. Platt hired Frost Law to represent him, he provided Frost Law with a list of issues in order of importance that he wanted to pursue. On this list, was the contract between Mr. Platt and Dr. Scott Martin first or last on this list?

12. Mr. Platt paid Frost Law nearly \$20,000. What were the tangible results that were achieved?

13. Do you believe that Frost Law effectively and successfully represented Mr. Platt's interests?

14. Chris Buck notified Mr. Platt that the complaint your firm drafted for Mr. Platt was filed in the Circuit Court at the end of December 2020. In fact, the complaint was filed on January 12, 2021. Please list all other inaccurate representations that members of your firm made to Mr. Platt and to the Court on Mr. Platt's behalf.

15. Explain the extent of Glen Frost's involvement in Mr. Platt's case.

16. Mr. Platt sent the managing partner Glen Frost an email itemizing the reasons he was dissatisfied with the handling of his case, specifically how Chris Buck mishandled the case. The response came from Chris Buck and not the recipient of the email Glen Frost. Did you receive the email? Is this typical of your firm?

17. Why was it necessary for Mr. Platt to file a complaint with the Virginia Bar Association in order to obtain his case file?

18. The Virginia Bar Association ordered your firm to provide Mr. Bodie with our communications record. Were all communications between Frost Law group and Mr. Platt provided to Mr. Bodie? Were there omissions? If so, what was omitted and why were these communications omitted?

19. Has Frost Law fully complied with your lawful and ethical duties in regards to your contractual and professional relationship in advocating for Mr. Platt?

20. Did anyone at Frost Law make any errors of judgment or errors in fact with regard to their actions or communications when representing Mr. Platt? Please be as specific as possible.

21. Have you or any member of your firm engaged in any activity that could be construed as a conflict of interest with regard to any of your clients?

22. To the best of your knowledge, have any members of Frost Law stated that lawyers in government service are “too busy getting fat on the government dime to do their job” or made similar comments? If so, please provide a complete list of who made those comments and who those comments were referring to.

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR FAIFAX COUNTY**

|  |   |                             |
|--|---|-----------------------------|
| _____  | ) |                             |
| <b>GEORGE PLATT, <i>et al.</i>,</b>            | ) |                             |
|  | ) |                             |
| <b>Plaintiffs,</b>                             | ) |                             |
|  | ) | <b>Case No. CL 2021-744</b> |
| <b>v.</b>                                      | ) |                             |
|  | ) |                             |
| <b>GEORGE MASON UNIVERSITY, <i>et al.</i>,</b> | ) |                             |
|  | ) |                             |
| <b>Defendants.</b>                             | ) |                             |
| _____  | ) |                             |

**PLAINTIFF GEORGE PLATT’S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT GEORGE MASON UNIVERSITY**

Plaintiff George Platt, *pro se*, pursuant to Rule 4:9 of the Supreme Court of Virginia, hereby calls upon Defendant George Mason University (hereinafter “Defendant” or “GMU”) to serve a response within twenty-on (21) days of service of this Request upon it, and produce the documents described below to 12104 Polo Drive, Apt 132, Fairfax, VA 22033, on or before July 27, 2021.

**DEFINITIONS AND INSTRUCTIONS**

1. This request is intended to cover all documents in the possession, custody or control of Defendant George Mason University whether located at any of the Defendant’s offices, at the offices of its predecessors, successors or assigns, accountants, attorneys, agents, assistants, bankers, affiliates, contractors or others, or at any other place. If any such document was, but is no longer, in the Defendant’s possession or subject to Defendant’s control, or in existence, state whether it:

- (a) is missing or lost;
- (b) has been destroyed;
- (c) has been transferred, voluntarily or involuntarily, to others; or
- (d) has been disposed of in some other manner.

2. This document request is continuing, and Defendant shall produce in the form of supplementary document productions any document requested herein which is unavailable to Defendant at the time of their responses hereto but which becomes available to them or to their attorneys, agents or representatives up to the time of trial.

3. Defendant is requested to group the documents produced according to the number or numbers of the requests herein to which they relate. If Defendant objects to the production of any documents requested herein, they shall identify each such document specifically by its type (*e.g.*, letter, memorandum, contract), date, author, recipient (if any), number of pages and the name and address of the present custodian, and state the ground of the objection. If any document is withheld by Defendant under claim of privilege, they shall furnish a list identifying such document as to which privilege is claimed, together with the following information with respect to each such document: date, author, recipient, number of pages, subject matter, the nature of the privilege claimed, the persons to whom copies were furnished and the employer and job title of each such person.

4. The term “DEFENDANT” or “GMU” means Defendant George Mason University.

5. The term “COMPLAINT” means the complaint filed by Plaintiff in the above-captioned matter on January 12, 2021.

6. The term “COMMUNICATION” means every manner of transmitting and

receiving facts information, opinion and thoughts, whether orally, by document, writing or copy thereof, or otherwise.

7. The term “DOCUMENT” shall refer to every matter in writing, including the original and all non-identical copies, whether typed, handwritten, printed or otherwise, including without limitation, each note, memorandum, letter, analysis, chart, invoice, estimate, receipt, ticket, proposal, account book, statement, draft, copy, summary, diary, order, manual, application, report, study and message, and each photograph, microfilm, tape, wire, telegram, telex, cable, computer disc, computer printout or record, e-mail, and other electronic or mechanical record.

8. The term “CONCERNING” means relating, referring, discussion or pertaining in any way, directly or indirectly, to a document or class of documents, event, act or occurrence, and includes, without limitation, comprising, constituting, analyzing, evidencing, comparing, summarizing, discussing, reflecting, showing, referring to, forming the basis of, containing, or supporting the event, act, or occurrence.

9. The terms “ANY” and “ALL” shall each be construed to mean “any and all.”

10. All references to the singular pronoun shall be construed as the plural pronoun where applicable or necessary.

11. All references to the masculine pronoun shall be construed as feminine where applicable and vice versa. The conjunctive term “and” shall be construed to include the disjunctive term “or” and vice-versa.

12. Each of the following paragraphs shall be construed independently and no other paragraph shall be referred to or relied upon for the purpose of limiting its scope.

## **DOCUMENTS REQUESTED**

**DOCUMENT REQUEST NO. 1:** Produce all documents that George Mason University reviewed or relied upon in answering “Plaintiff George Platt’s First Set of Interrogatories to Defendant George Mason University.”

**DOCUMENT REQUEST NO. 2:** Produce all documents concerning or relating to the complaint that Mr. George Platt sent to GMU employee Jody Keenan, including but not limited to all documents related to any investigation by GMU of the issues that Mr. Platt raised to Ms. Keenan.

**DOCUMENT REQUEST NO. 3:** Produce all documents concerning or relating to any complaints lodged with the Mason Enterprise Center since January 1, 2017.

Date: June 28, 2021

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George Platt  
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Fairfax, VA 22033  
george.platt62@gmail.com  
571-379-3111  
*Pro Se*

VIRGINIA:

IN THE CIRCUIT COURT FOR FAIFAX COUNTY

|  |   |                      |
|--|---|----------------------|
| _____                                    | ) |                      |
| GEORGE PLATT, <i>et al.</i> ,            | ) |                      |
|  | ) |                      |
| <b>Plaintiffs,</b>                       | ) |                      |
|  | ) | Case No. CL 2021-744 |
| v.                                       | ) |                      |
|  | ) |                      |
| GEORGE MASON UNIVERSITY, <i>et al.</i> , | ) |                      |
|  | ) |                      |
| <b>Defendants.</b>                       | ) |                      |
| _____                                    | ) |                      |

**PLAINTIFF GEORGE PLATT’S FIRST SET OF INTERROGATORIES TO DEFENDANT SCOTT MARTIN**

Plaintiff George Platt, *pro se*, pursuant to Rule 4:8 of the Supreme Court of Virginia, hereby requests that Defendant Scott Martin (hereinafter “Martin” or “Dr. Martin”), answer the following interrogatories, under oath, within twenty-one (21) days of service:

**I. INSTRUCTIONS**

For purposes of the following Interrogatories, the following instructions shall apply:

1. These Interrogatories are continuing in character so as to require the answering party to serve supplemental answers if the answering party obtains further or different information prior to trial. Such supplemental answers may be served from time-to-time but, in any event, not later than fifteen (15) days after such information is received.

2. Each Interrogatory is to be answered separately and as completely as possible. The fact that investigation is continuing or that discovery is not complete shall not be used as an excuse for failure to answer each Interrogatory as fully as possible. The omission of any name, fact or other item of information from the answers shall be deemed a representation that such

name, fact or item is not known to the answering party, their counsel or other representative at the time of service of the answers.

3. If the answering party contends that any of the information demanded by any of these Interrogatories is privileged, set forth, with regard to all such information, the following: (a) The nature of the privilege asserted; (b) The subject matter to which the claim of privilege relates; (c) In the case of information other than documents, the name(s) of the person(s) from whom such information was obtained and the name(s) of any person(s) to whom such information was communicated; (d) In the case of a document: (i) The date(s) on which it was produced and, if different, the date(s) on which it was transmitted, distributed or otherwise provided to each person to whom it was transmitted, distributed or otherwise produced; (ii) The full name(s), address(es) and title(s) of the document's author(s) and addressee(s); (iii) The full name(s), address(es) and title(s) of all persons who received a copy of the document including, without limitation, all persons who received a blind copy of the document; (iv) The nature of the document (i.e., whether it is a letter, memorandum, tape, disk, etc.); and (v) The title of the document, if any.

4. The word "state" when used in these Interrogatories shall require, in addition to the recitation of each fact requested: (a) Identification of your source(s) of information concerning such fact, including the date on which you first received such information; (b) Identification of each document relating to, referring to or evidencing such fact; (c) Specification of each document which you intend to offer in evidence to prove, or with respect to, such fact; (d) Identification of each person so identified whom you intend to call as a witness to testify concerning such fact.

5. In answering the Interrogatories, furnish such information as is available to you, not merely such information as is of your own personal knowledge. This means that the answering party is to furnish information which is known by or in the possession of its employees, representatives or agents including, without limitation, its attorney(s).

6. Do not incorporate by reference facts contained in documents or publications. Specify the precise facts, allegations, names, etc., called for by the Interrogatories, regardless of whether the same are set forth elsewhere.

7. If, in answering any of the Interrogatories, any ambiguity in construing either the Interrogatory or a definition or instruction relevant to the inquiry contained within the Interrogatory encountered, the answering party is to identify the matter deemed ambiguous and set forth the construction chosen or used in answering the Interrogatory.

8. Whenever any objection is made to any numbered or lettered paragraph or subparagraph of any Interrogatory, an answer shall be furnished to any other numbered or lettered paragraph or subparagraph of such Interrogatory as to which there is no objection.

9. All references to the singular pronoun shall be construed as the plural pronoun where applicable or necessary.

10. All references to the masculine pronoun shall be construed as feminine where applicable and vice versa. The conjunctive term “and” shall be construed to include the disjunctive term “or” and vice-versa.

11. Each of the following paragraphs shall be construed independently and no other paragraph shall be referred to or relied upon for the purpose of limiting its scope.

## DEFINITIONS

1. The term “COMMUNICATION” means every manner of transmitting and receiving facts information, opinion and thoughts, whether orally, by document, writing or copy thereof, or otherwise.
2. The term “DOCUMENT” shall refer to every matter in writing, including the original and all non-identical copies, whether typed, handwritten, printed or otherwise, including without limitation, each note, memorandum, letter, analysis, chart, invoice, estimate, receipt, ticket, proposal, account book, statement, draft, copy, summary, diary, order, manual, application, report, study and message, and each photograph, microfilm, tape, wire, telegram, telex, cable, computer disc, computer printout or record, e-mail, and other electronic or mechanical record.
3. The term “CONCERNING” means relating, referring, discussion or pertaining in any way, directly or indirectly, to a document or class of documents, event, act or occurrence, and includes, without limitation, comprising, constituting, analyzing, evidencing, comparing, summarizing, discussing, reflecting, showing, referring to, forming the basis of, containing, or supporting the event, act, or occurrence.
4. The terms “ANY” and “ALL” shall each be construed to mean “any and all.”
5. “GMU” means George Mason University located in Fairfax, Virginia.
6. “LLC” means Limited Liability Company.
7. “You” means Dr. Scott Martin or any partnership or corporate entity that Dr. Scott Martin operates or controls.
8. “GMU-MEC” means George Mason University Mason Enterprise Center.

## **INTERROGATORIES**

**INTERROGATORY NO. 1.** Identify any commercial or private businesses in which you either (a) serve as an officer, director, or manager, (b) have an ownership interest in that exceeds 5 percent of the total business, (c) serve as the registered agent; (d) participate in the daily operations of the business; or (e) provide consulting services.

**INTERROGATORY NO. 2:** For all companies identified in response to Interrogatory 1, state whether any of those companies have contracts with GMU or any entity associated with GMU.

**INTERROGATORY NO. 3:** For all companies identified in response to Interrogatory 1, state whether you operate or conduct business for any of those companies while you are on GMU's campus.

**INTERROGATORY NO. 4:** Identify any special written permissions or authorities that you have received that allows or permits you to conduct private or personal commercial activities while on GMU campuses.

**INTERROGATORY NO. 5:** Please list every occasion in which you referred to your GMU affiliation in marketing materials or in paid work product.

**INTERROGATORY NO. 6:** When you arranged a meeting between Plaintiff George Platt and Jeff Kaczmarek, Executive Director of the Prince William County Department of Economic Development, did you arrange that meeting for your private commercial interests or in your role as a public employee?

**INTERROGATORY NO. 7:** List every client that you have worked with since 2018 who was referred to you by GMU-MEC.

**INTERROGATORY NO. 8:** List every client that you have worked with since 2018 who was not referred to you by GMU-MEC.

**INTERROGATORY NO. 9:** Describe the nature of your relationship with Fred Glave including, but not limited to, the number of times you have met with Mr. Glave since 2018.

**INTERROGATORY NO. 10:** List all patents that you own relating to artificial intelligence.

**INTERROGATORY NO. 11:** Describe in detail any knowledge or practical experience that you have in the area of virtual machinery and list the source of this knowledge or practical experience.

**INTERROGATORY NO. 12:** Explain why you believed that you had the skills and/or experience to assist Mr. Platt at the time you entered into a contract with him.

Date: June 28, 2021

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George Platt  
12104 Polo Drive, Apt 132  
Fairfax, VA 22033  
george.platt62@gmail.com  
571-379-3111  
*Pro Se*

**CERTIFICATE OF SERVICE**

I certify that on the \_\_\_ day of June, 2021, a true copy of the foregoing Interrogatories was mailed and emailed to the following counsel of record:

Jeffrey L. Rhodes, Esq.  
McInroy, Rigby & Rhodes LLP  
2111 Wilson Blvd, Suite 850  
Arlington, VA 22201  
jrhodes@mcinroyrigby.com  
703-596-4040

\_\_\_\_\_  
George Platt  
*Pro Se*

VIRGINIA:

IN THE CIRCUIT COURT FOR FAIFAX COUNTY

|  |   |                      |
|--|---|----------------------|
| _____                                    | ) |                      |
| GEORGE PLATT, <i>et al.</i> ,            | ) |                      |
|  | ) |                      |
| <b>Plaintiffs,</b>                       | ) |                      |
|  | ) | Case No. CL 2021-744 |
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| GEORGE MASON UNIVERSITY, <i>et al.</i> , | ) |                      |
|  | ) |                      |
| <b>Defendants.</b>                       | ) |                      |
| _____                                    | ) |                      |

**PLAINTIFF GEORGE PLATT’S FIRST SET OF INTERROGATORIES TO DEFENDANT GEORGE MASON UNIVERSITY**

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2. Each Interrogatory is to be answered separately and as completely as possible. The fact that investigation is continuing or that discovery is not complete shall not be used as an excuse for failure to answer each Interrogatory as fully as possible. The omission of any name, fact or other item of information from the answers shall be deemed a representation that such

name, fact or item is not known to the answering party, their counsel or other representative at the time of service of the answers.

3. If the answering party contends that any of the information demanded by any of these Interrogatories is privileged, set forth, with regard to all such information, the following: (a) The nature of the privilege asserted; (b) The subject matter to which the claim of privilege relates; (c) In the case of information other than documents, the name(s) of the person(s) from whom such information was obtained and the name(s) of any person(s) to whom such information was communicated; (d) In the case of a document: (i) The date(s) on which it was produced and, if different, the date(s) on which it was transmitted, distributed or otherwise provided to each person to whom it was transmitted, distributed or otherwise produced; (ii) The full name(s), address(es) and title(s) of the document's author(s) and addressee(s); (iii) The full name(s), address(es) and title(s) of all persons who received a copy of the document including, without limitation, all persons who received a blind copy of the document; (iv) The nature of the document (i.e., whether it is a letter, memorandum, tape, disk, etc.); and (v) The title of the document, if any.

4. The word "state" when used in these Interrogatories shall require, in addition to the recitation of each fact requested: (a) Identification of your source(s) of information concerning such fact, including the date on which you first received such information; (b) Identification of each document relating to, referring to or evidencing such fact; (c) Specification of each document which you intend to offer in evidence to prove, or with respect to, such fact; (d) Identification of each person so identified whom you intend to call as a witness to testify concerning such fact.

5. In answering the Interrogatories, furnish such information as is available to you, not merely such information as is of your own personal knowledge. This means that the answering party is to furnish information which is known by or in the possession of its employees, representatives or agents including, without limitation, its attorney(s).

6. Do not incorporate by reference facts contained in documents or publications. Specify the precise facts, allegations, names, etc., called for by the Interrogatories, regardless of whether the same are set forth elsewhere.

7. If, in answering any of the Interrogatories, any ambiguity in construing either the Interrogatory or a definition or instruction relevant to the inquiry contained within the Interrogatory encountered, the answering party is to identify the matter deemed ambiguous and set forth the construction chosen or used in answering the Interrogatory.

8. Whenever any objection is made to any numbered or lettered paragraph or subparagraph of any Interrogatory, an answer shall be furnished to any other numbered or lettered paragraph or subparagraph of such Interrogatory as to which there is no objection.

9. All references to the singular pronoun shall be construed as the plural pronoun where applicable or necessary.

10. All references to the masculine pronoun shall be construed as feminine where applicable and vice versa. The conjunctive term “and” shall be construed to include the disjunctive term “or” and vice-versa.

11. Each of the following paragraphs shall be construed independently and no other paragraph shall be referred to or relied upon for the purpose of limiting its scope.

## DEFINITIONS

1. The term “COMMUNICATION” means every manner of transmitting and receiving facts information, opinion and thoughts, whether orally, by document, writing or copy thereof, or otherwise.
2. The term “DOCUMENT” shall refer to every matter in writing, including the original and all non-identical copies, whether typed, handwritten, printed or otherwise, including without limitation, each note, memorandum, letter, analysis, chart, invoice, estimate, receipt, ticket, proposal, account book, statement, draft, copy, summary, diary, order, manual, application, report, study and message, and each photograph, microfilm, tape, wire, telegram, telex, cable, computer disc, computer printout or record, e-mail, and other electronic or mechanical record.
3. The term “CONCERNING” means relating, referring, discussion or pertaining in any way, directly or indirectly, to a document or class of documents, event, act or occurrence, and includes, without limitation, comprising, constituting, analyzing, evidencing, comparing, summarizing, discussing, reflecting, showing, referring to, forming the basis of, containing, or supporting the event, act, or occurrence.
4. “GMU” means George Mason University located in Fairfax, Virginia.
5. “LLC” means Limited Liability Company.
6. “You” means George Mason University.
7. “MEC” means George Mason University Mason Enterprise Center.
8. “FOIA” means the Virginia Freedom of Information Act.
9. “FOIA Request” means a request submitted by a private person or entity to a governmental institute pursuant to the Virginia Freedom of Information Act.

## **INTERROGATORIES**

**INTERROGATORY NO. 1.** List all FOIA requests that GMU has received from Mr. George Platt or 3D Systems LLC by date and provide any internal tracking numbers that these requests have been assigned.

**INTERROGATORY NO. 2:** Please list, by date and subject matter, all FOIA requests from Mr. Platt or 3D Systems LLC that GMU has responded to.

**INTERROGATORY NO. 3:** For each FOIA request that GMU has received but not responded to, explain why GMU has failed to respond.

**INTERROGATORY NO. 4:** Describe any communications between GMU and the Virginia FOIA council regarding Mr. Platt's FOIA requests submitted to GMU.

**INTERROGATORY NO. 5:** Describe in detail GMU's policy regarding GMU professors operating private commercial business on GMU campus during business hours.

**INTERROGATORY NO. 6:** Describe GMU's policy regarding professors advertising and marketing their affiliations with GMU in order to generate clients for their private business entities.

**INTERROGATORY NO. 7:** Describe GMU's rules, regulations and policies regarding employees at Mason Enterprise Center recommending that MEC clients enter into contractual relationships with members of the GMU faculty or staff.

**INTERROGATORY NO. 8:** List all current GMU employees who also own or operate a private business and who perform private commercial work on GMU's campus.

**INTERROGATORY NO. 9:** List all known LLCs, S Corporations and C Corporations that list an address on George Mason University's campus as either their principal place of business, headquarters, or address of their registered agent.

**INTERROGATORY NO. 10:** Describe any investigative work that anyone at the Mason Enterprise Center conducted in response to Mr. Platt's complaints and subsequent dispute with GMU employee Dr. Scott Martin.

Date: June 28, 2021

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George Platt  
12104 Polo Drive, Apt 132  
Fairfax, VA 22033  
george.platt62@gmail.com  
571-379-3111  
*Pro Se*

### **CERTIFICATE OF SERVICE**

I certify that on the \_\_\_ day of June, 2021, a true copy of the foregoing Interrogatories was mailed and emailed to the following counsel of record:

Eli Schlam, Esq.  
David G. Drummey  
Office of University Counsel  
George Mason University  
4400 University Drive, MS 2A3  
Fairfax, VA 22030  
eschlam@gmu.edu  
ddrummey@gmu.edu

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George Platt  
*Pro Se*

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR FAIFAX COUNTY**

|  |   |                             |
|--|---|-----------------------------|
| _____  | ) |                             |
| <b>GEORGE PLATT, <i>et al.</i>,</b>            | ) |                             |
|  | ) |                             |
| <b>Plaintiffs,</b>                             | ) |                             |
|  | ) | <b>Case No. CL 2021-744</b> |
| <b>v.</b>                                      | ) |                             |
|  | ) |                             |
| <b>GEORGE MASON UNIVERSITY, <i>et al.</i>,</b> | ) |                             |
|  | ) |                             |
| <b>Defendants.</b>                             | ) |                             |
| _____  | ) |                             |

**PLAINTIFF GEORGE PLATT’S FIRST SET OF INTERROGATORIES TO DEFENDANT SCOTT MARTIN**

Plaintiff George Platt, *pro se*, pursuant to Rule 4:11 of the Supreme Court of Virginia, hereby requests that Defendant Scott Martin (hereinafter “Martin” or “Dr. Martin”), respond to the following requests for admission within twenty-one (21) days of service:

For purposes of the following Requests for Admission, the following instructions shall apply:

1. Each of the matters of which an admission is requested is admitted unless Dr. Martin serves upon Plaintiff George Platt, within the appropriate time period, a written answer or objection addressed to the mater, signed by the party or by his/her attorney.
2. The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter.
3. If an objection to a Request for Admission is made, the reasons therefore shall be stated.
4. A denial shall fairly meet the substance of the requested admission, and when good faith requires that Dr. Martin qualify his answer or deny only a part of the matter of which an

admission is requested, Dr. Martin shall specify so much of it as true and qualify or deny the remainder.

5. Dr. Martin may not give lack of information or knowledge as a reason for failure to admit or deny unless Dr. Martin states that it made reasonable inquiry and that the information known to or readily obtainable by him is insufficient to enable him to admit or deny.

6. Dr. Martin is required to amend, in the time period allowed, a prior response if it learns that the response, through correct when made, is no longer true

### **DEFINITIONS**

1. The term “COMMUNICATION” means every manner of transmitting and receiving facts information, opinion and thoughts, whether orally, by document, writing or copy thereof, or otherwise.

2. The term “DOCUMENT” shall refer to every matter in writing, including the original and all non-identical copies, whether typed, handwritten, printed or otherwise, including without limitation, each note, memorandum, letter, analysis, chart, invoice, estimate, receipt, ticket, proposal, account book, statement, draft, copy, summary, diary, order, manual, application, report, study and message, and each photograph, microfilm, tape, wire, telegram, telex, cable, computer disc, computer printout or record, e-mail, and other electronic or mechanical record.

3. The term “CONCERNING” means relating, referring, discussion or pertaining in any way, directly or indirectly, to a document or class of documents, event, act or occurrence, and includes, without limitation, comprising, constituting, analyzing, evidencing, comparing, summarizing, discussing, reflecting, showing, referring to, forming the basis of, containing, or supporting the event, act, or occurrence.

4. The terms “ANY” and “ALL” shall each be construed to mean “any and all.”

5. “GMU” means George Mason University located in Fairfax, Virginia.
6. “You” means Dr. Scott Martin as well as any partnership or corporate entity that Dr. Scott Martin operates or controls.

### **REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1:** Admit or deny that you have conducted business on behalf of private entities while you were physically on GMU’s campus.

**REQUEST FOR ADMISSION NO. 2:** Admit or deny that you have utilized GMU resources (including but not limited to office space, computers, phone lines, and copiers) while carrying out business on behalf of private entities.

**REQUEST FOR ADMISSION NO. 3:** Admit or deny that you have used your position at GMU to promote your private commercial business.

**REQUEST FOR ADMISSION NO. 4:** Admit or deny that you have used your position at GMU to promote clients of your private commercial business.

**REQUEST FOR ADMISSION NO. 5:** Admit or deny that Mr. Platt contacted you in 2020 and described an additional allowance from the United States Patent Office and explained how that additional allowance increased the scope and complexity of Mr. Platt’s project.

**REQUEST FOR ADMISSION NO. 6:** Admit or deny that Mr. Platt sent you a rudimentary slide deck along with written and verbal explanations of the envisioned scope of Mr. Platt’s project.

**REQUEST FOR ADMISSION NO. 7:** Admit or deny that you told Mr. Platt you owned patents related to artificial intelligence that could be complimentary to Mr. Platt’s project.

**REQUEST FOR ADMISSION NO. 8:** Admit or deny that you sent a contract to Mr. Platt for his review that ultimately became the basis for your business relationship.

**REQUEST FOR ADMISSION NO. 9:** Admit or deny that you gave Mr. Platt personal

assurances that there was no need for Mr. Platt to discuss the contract with an attorney.

**REQUEST FOR ADMISSION NO. 10:** Admit or deny that you promised Mr. Platt that you would act in good faith.

**REQUEST FOR ADMISSION NO. 11:** Admit or deny that, during the nearly 2 months period of collaboration between you and Mr. Platt, you never once provided him with written status updates or written invoices.

**REQUEST FOR ADMISSION NO. 12:** Admit or deny that, prior to meeting Mr. Platt, you had no practical experience in the area of virtual machinery.

**REQUEST FOR ADMISSION NO. 13:** Admit or deny that, prior to meeting Mr. Platt, you had no expertise in the area of virtual machinery.

**REQUEST FOR ADMISSION NO. 14:** Admit or deny that you did not have the knowledge, experience or expertise to assist Mr. Platt with his project.

Date: June 28, 2021

---

George Platt  
12104 Polo Drive, Apt 132  
Fairfax, VA 22033  
george.platt62@gmail.com  
571-379-3111  
*Pro Se*

### **CERTIFICATE OF SERVICE**

I certify that on the \_\_\_ day of June, 2021, a true copy of the foregoing Requests for Admission was mailed and emailed to the following counsel of record:

Jeffrey L. Rhodes, Esq.  
McInroy, Rigby & Rhodes LLP  
2111 Wilson Blvd, Suite 850  
Arlington, VA 22201  
jrhodes@mcinroyrigby.com  
703-596-4040

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George Platt  
*Pro Se*