

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

ANDREA ROSSI and LEONARDO )  
CORPORATION, )

Plaintiffs, )

v. )

THOMAS DARDEN; JOHN T. VAUGHN, )  
INDUSTRIAL HEAT, LLC; IPH )  
INTERNATIONAL B.V.; and )  
CHEROKEE INVESTMENT PARTNERS, )  
LLC, )

Defendants. )

CASE NO. 1:16-cv-21199-CMA

---

INDUSTRIAL HEAT, LLC and IPH )  
INTERNATIONAL B.V., )

Counter-Plaintiffs, )

v. )

ANDREA ROSSI and LEONARDO )  
CORPORATION, )

Counter-Defendants, )

and )

J.M. PRODUCTS, INC.; HENRY )  
JOHNSON; FABIO PENON; UNITED )  
STATES QUANTUM LEAP, LLC; )  
FULVIO FABIANI; and JAMES BASS, )

Third-Party Defendants. )

**DEFENDANT CHEROKEE INVESTMENT PARTNERS, LLC'S  
AMENDED OBJECTIONS TO PLAINTIFFS' RULE 30(B)(6) NOTICE**

Defendant Cherokee Investment Partners, LLC hereby states the following objections to Plaintiffs' Notice of Taking Videotaped Deposition of the Corporate Representative of Cherokee Investment Partners, LLC:

**General Objections**

1. Plaintiffs have noticed separate Rule 30(b)(6) depositions of defendants Cherokee Investment Partners LLC ("Cherokee"), Industrial Heat LLC ("IH") and IPH International B.V. ("IPH"). Cherokee disclaims any obligation to prepare a Cherokee witness to testify as to topics that are unreasonably cumulative or duplicative of discovery sought from IH and IPH, or topics as to which discovery can be obtained from IH and IPH in a manner that is more convenient, less burdensome or less expensive than obtaining that discovery from Cherokee. Cherokee specifically disclaims any obligation to prepare a witness to testify with respect to documents maintained and produced from the files of IH or IPH with respect to topics as to which IH and IPH have also been noticed.

2. Cherokee also objects to all topics specifying "all communications" to the extent that each such topic seeks to impose upon Cherokee the burden to prepare a witness to testify on each and every email or other communication in a document universe of over 100,000 pages of documents produced by the defendants.

**Specific Objections**

1. All contract negotiations between the parties to this lawsuit, including but not limited to the License Agreement and amendments thereto, the Term Sheet, and any other agreements.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to Cherokee's knowledge, if any, of contract negotiations between any plaintiffs or third-party defendants, on the one hand, and any defendants in this lawsuit, on the other hand.

2. All sources of funds to be used to pay the full amounts contemplated by the License Agreement.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any knowledge of Cherokee employees or principals, obtained while acting in their capacity as such, of sources of funds contemplated by the parties to the License Agreement to be used to pay the full amounts specified in that License Agreement

3. All communications between the parties pertaining to the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any knowledge of Cherokee employees or principals, obtained while acting in their capacity as such, of communications between Cherokee and any other party pertaining to the Guaranteed Performance Test.

4. All communications between the parties pertaining to the ERV for the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any knowledge of Cherokee employees or principals, obtained while acting in their capacity as such, of communications between Cherokee and any other party pertaining to the Guaranteed Performance Test.

5. All communications between the parties pertaining to the protocols for the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any knowledge of Cherokee employees or principals, obtained while acting in their

capacity as such, of communications between Cherokee and any other party pertaining to the protocols for the Guaranteed Performance Test.

6. All communications between the parties pertaining to problems or issues with the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to communications between Cherokee employees or principals, acting in their capacity as such, and any other party pertaining to the Guaranteed Performance Test.

7. All internal communications pertaining to the Guaranteed Performance Test, including but not limited to those pertaining to:

- a. the ERV for the Guaranteed Performance Test,
- b. the protocols for the Guaranteed Performance Test, and
- c. problems or issues with the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, and subject to a further objection to the vague word “internal,” Cherokee will prepare a witness to testify with respect to communications between Cherokee employees or principals, acting in their capacity as such, and IH or IPH pertaining to the Guaranteed Performance Test.

8. All communications with investors pertaining to: Rossi, Leonardo, E-Cat and E-CAT technology, and/or the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any communications between Cherokee employees or principals, acting in their capacity as such, and Cherokee’s investors pertaining to the identified topics.

9. All internal communications pertaining to investor communications regarding Rossi, Leonardo, E-Cat and E-CAT technology, and/or the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, and further subject to an objection to the vague word “internal,” Cherokee will prepare a witness to testify with respect to any internal

communications between Cherokee employees or principals, acting in their capacity as such, pertaining to the identified topics.

10. All communications with Brillouin Energy pertaining to: Rossi, Leonardo, E-Cat and E-CAT technology, and/or the Guaranteed Performance Test.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any communications between Cherokee employees or principals, acting in their capacity as such, with Brillouin Energy pertaining to the topics identified.

11. All communications with Fred Zeopfl pertaining to: Rossi, Leonardo, E-Cat and E-CAT technology, the Guaranteed Performance Test, and/or the facility in Doral being used for testing the E-CAT technology.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any communications between Cherokee employees or principals, acting in their capacity as such, with Fred Zeopfl.

12. All communications with any employee of the State of Florida pertaining to: Rossi, Leonardo, E-Cat and E-CAT technology, the Guaranteed Performance Test, and/or the facility in Doral being used for testing the E-CAT technology.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any communications between Cherokee employees or principals, acting in their capacity as such, with the State of Florida on these topics.

13. All attempts to replicate any of Plaintiffs' claimed E-Cat testing results.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any knowledge of Cherokee employees or principals, obtained while acting in their capacity as such, of attempts to replicate the specified testing results.

14. All patent applications filed that incorporate, expand upon or otherwise relate to Plaintiffs' E-Cat technology, including but not limited to WIPO Patent Application number WO 2015/127263 A2 filed on August 27, 2015.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any knowledge of Cherokee employees or principals, obtained while acting in their capacity as such, of these patent applications.

15. Your claims that Plaintiffs disclosed the E-Cat IP without prior consent, including to (a) the scientists who prepared the Lugano Report and (b) Norman Cook.

**OBJECTION:** Cherokee has not asserted such claims.

16. All communications with Henry Johnson and J.M. Products, Inc.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any communications between Cherokee employees or principals, acting in their capacity as such, with Henry Johnson or J.M. Products, Inc.

17. All due diligence performed by you pertaining to:

- a. Andrea Rossi
- b. E-Cat technology
- c. Fabio Penon
- d. United States Quantum Leap, LLC
- e. Fulvio Fabiani
- f. Henry Johnson
- g. J.M. Products, Inc.

**OBJECTION:** Subject to the general objections, Cherokee will prepare a witness to testify with respect to any due diligence performed by Cherokee employees or principals, acting in their capacity as such, on the referenced topics.

18. Your claims that Plaintiffs have breached the License Agreement.

**OBJECTION:** Cherokee is not a party to the breach of contract counter-claims pled in the lawsuit. asserted such claims.

19. Your claims that Plaintiffs have fraudulently induced you to enter into the Term Sheet.

**OBJECTION:** Cherokee is not a party to the fraudulent inducement counter-claims pled in the lawsuit. asserted such claims.

20. Your claims that Plaintiffs have violated the Florida Deceptive and Unfair Trade Practices Act.

**OBJECTION:** Cherokee is not a party to the FDUTPA counter-claims pled in the lawsuit.

Dated: February 9, 2017.

Respectfully submitted,

/s/ Christopher R.J. Pace

Christopher R.J. Pace  
cpace@jonesday.com  
Florida Bar No. 721166  
Christopher M. Lomax  
clomax@jonesday.com  
Florida Bar No. 56220  
Christina T. Mastrucci  
cmastrucci@jonesday.com  
Florida Bar No. 113013  
Erika S. Handelson  
ehandelson@jonesday.com  
Florida Bar No. 91133  
JONES DAY  
600 Brickell Avenue  
Brickell World Plaza  
Suite 3300  
Miami, FL 33131  
Tel: 305-714-9700  
Fax: 305-714-9799

*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail on counsel of record on the service list below this 9th day of February, 2017.

*/s/ Erika S. Handelson*

\_\_\_\_\_  
Erika S. Handelson

**SERVICE LIST**

John W. Annesser, Esq.  
Brian Chaiken  
Paul D. Turner  
D. Porpoise Evans  
PERLMAN, BAJANDAS, YEVOLI &  
ALBRIGHT, P.L.  
283 Catalonia Avenue, Suite 200  
Coral Gables, FL 33134  
Tel.: (305) 377-0086  
Fax: (305) 377-0781  
jannesser@pbyalaw.com  
bchaiken@pbyalaw.com  
pturner@pbyalaw.com  
pevans@pbyalaw.com  
*Counsel for Plaintiffs*

Fernando S. Aran  
ARAN, CORREA & GUARCH, P.A.  
255 University Drive  
Coral Gables, FL 33134-6732  
Tel.: (305) 665-3400  
Fax: (305) 665-2250  
faran@acg-law.com  
*Counsel for JM Products, Inc., Henry Johnson and James Bass*

Rodolfo Nuñez  
RODOLFO NUNEZ, P.A.  
255 University Drive  
Coral Gables, Florida 33134  
Tel: (305) 665-3400  
Fax: (305) 665-2250  
rnunez@acg-law.com  
*Counsel for United States Quantum Leap, LLC and Fulvio Fabiani*