

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

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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 INDUSTRIAL HEAT, LLC'S  
OBJECTIONS TO PLAINTIFFS' RULE 30(B)(6) NOTICE**

Defendant Industrial Heat, LLC hereby states the following objections to Plaintiffs' Notice of Taking Videotaped Deposition of the Corporate Representative of Industrial Heat, 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"). IH disclaims any obligation to prepare an IH witness to testify as to topics that are unreasonably cumulative or duplicative of discovery sought from Cherokee and IPH, or topics as to which discovery can be obtained from Cherokee and IPH in a manner that is more convenient, less burdensome or less expensive than obtaining that discovery from IH. IH specifically disclaims any obligation to prepare a witness to testify with respect to documents maintained and produced from the files of Cherokee or IPH with respect to topics as to which Cherokee and IPH have also been noticed.

2. IH also objects to all topics specifying "all communications" to the extent that each such topic seeks to impose upon IH 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, IH will prepare a witness to testify with respect to IH'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, IH will prepare a witness to testify with respect to any knowledge of IH 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, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such, of communications between IH 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, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such, of communications between IH 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, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such,

of communications between IH 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, IH will prepare a witness to testify with respect to communications between IH 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,” IH will prepare a witness to testify with respect to communications between IH employees or principals, acting in their capacity as such, and Cherokee 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, IH will prepare a witness to testify with respect to any communications between IH employees or principals, acting in their capacity as such, and IH’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,” IH will prepare a witness to testify with respect to any internal

communications between IH 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, IH will prepare a witness to testify with respect to any communications between IH 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, IH will prepare a witness to testify with respect to any communications between IH 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, IH will prepare a witness to testify with respect to any communications between IH 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, IH will prepare a witness to testify with respect to any knowledge of IH 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, IH will prepare a witness to testify with respect to any knowledge of IH 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:** Subject to the general objections, and subject to a further objection that the IH corporate representative will not testify about the legal contentions underlying IH's claim that Plaintiffs disclosed the E-Cat IP without prior consent, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such, of the factual basis for the claim.

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

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

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

**OBJECTION:** Subject to the general objections, and subject to a further objection that the IH corporate representative will not testify about the legal contentions underlying IH's claim that Plaintiffs breached the license agreement, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such, of the factual basis for the claim.

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

**OBJECTION:** Subject to the general objections, and subject to a further objection that the IH corporate representative will not testify about the legal contentions underlying IH's claim that Plaintiffs fraudulently induced Counter-Plaintiffs to enter into the Term Sheet, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such, of the factual basis for the claim.

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

**OBJECTION:** Subject to the general objections, and subject to a further objection that the IH corporate representative will not testify about the legal contentions underlying IH's claim that Plaintiffs violated the Florida Deceptive and Unfair Trade Practices Act, IH will prepare a witness to testify with respect to any knowledge of IH employees or principals, obtained while acting in their capacity as such, of the factual basis for the claim.

Dated: February 9, 2017.

Respectfully submitted,

*/s/ Christopher R.J. Pace*

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**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 9<sup>th</sup> day of February, 2017.

*/s/ Erika S. Handelson*

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Erika S. Handelson



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