

EXHIBIT E

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IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO.: 16-cv-21199-CMA

ANDREA ROSSI, et al.,)
)
Plaintiffs,)
v.)
THOMAS DARDEN, et al.,)
)
Defendants.)

February 9, 2017

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DISCOVERY HEARING PROCEEDINGS
BEFORE THE HONORABLE JOHN J. O'SULLIVAN
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

On behalf of the Plaintiffs:

PERLMAN BAJANDAS YEVOLI & ALBRIGHT, PL
283 Catalonia Ave.
2nd Floor,
Coral Gables, FL 33134
BY: JONATHAN ANNESSER, ESQ.

1 MR. LOMAX: Yes, Your Honor.

2 THE COURT: Okay. Well, 37.51 looks to me like it is
3 legal advice and you can use those two as your guide.

4 MR. LOMAX: Right. So then --

5 THE COURT: Go ahead.

6 MR. LOMAX: Just to understand Your Honor's ruling,
7 then, I think part of the issue is that they're arguing that
8 Dewey Weaver in any context whatsoever in Deep River Ventures
9 could not be involved in communications --

10 THE COURT: I guess you are going to have to brief
11 that because I do not know what that is off the top of my head.
12 It sounds like that contract has dueling provisions.

13 Is it your theory for this attorney/client privilege
14 that they are acting as an agent of the company?

15 MR. LOMAX: Yes, Your Honor.

16 THE COURT: Okay. And what about the clause in the
17 contract that says we can never act as your agent?

18 MR. LOMAX: Well, I think that's conflicting with the
19 provision that says that they actually are going to be acting
20 as their agent.

21 THE COURT: Okay.

22 MR. LOMAX: And we see that they actually did.

23 THE COURT: So who actually wins out on that because
24 the privilege, it is your burden to prove the privilege.

25 MR. LOMAX: Right. And I think what the contract says