

EXHIBIT 8

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA

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

4 ANDREA ROSSI, ET AL.,

5 Plaintiffs,

6 vs.

7 THOMAS DARDEN, ET AL.,

8 Defendants.

9 _____/
10
11 PERLMAN, BAJANDAS, YEVOLI &
12 ALBRIGHT, P.L.

13 282 CATALONIA AVENUE
SUITE 200

14 CORAL GABLES, FL 33134

Tuesday, February 14, 2017

8:01 a.m. - 3:16 p.m.

15
16
17 VIDEOTAPED DEPOSITION OF SLOCUM HATCH FOGLEMAN
(Corporate Representative of IPH International BV)

18
19
20 Taken on behalf of the Plaintiff before
21 Elizabeth Cordoba, RMR, CRR, FPR, Notary Public in
22 and for the State of Florida at Large, pursuant to
23 Plaintiff's Notice of Taking Deposition in the above
24 cause.
25

1 A. No.

2 Q. Does anyone else from IPH or would anybody else
3 from IPH be able to answer this question better than you?

4 A. I don't know that.

5 Q. Okay. Paragraph 64 states, "Despite Rossi's
6 presence and participation in the testing in North
7 Carolina, the E-Cat testing in North -- excuse me -- the
8 E-Cat testing in North Carolina was never able reliably or
9 credibly to reproduce the COP of 10.5 as reported by Penon
10 or even reach the lowest threshold identified in the
11 license agreement, which was a COP of 4.0."

12 What evidence is IPH aware of to support that
13 allegation?

14 A. The same evidence that Industrial Heat, LLC has
15 to support that evidence.

16 Q. And did you talk to somebody from Industrial
17 Heat about that allegation?

18 A. No.

19 Q. Do you have any independent knowledge about
20 that allegation other than what Industrial Heat knows?

21 A. No.

22 Q. Does anyone else from IPH or would anyone else
23 from IPH be better able to answer this question?

24 A. I don't know that.

25 Q. Okay. If you go to paragraph 66 on Page 43,

1 Investment Partners?

2 A. Yes.

3 Q. Okay.

4 A. I'm sorry. You said Woodford Investment
5 Partners?

6 Q. Yeah. Did I misstate that?

7 A. That is not the name, by my recollection.

8 Q. What was the name?

9 MR. LOMAX: Objection to the form of the
10 question.

11 THE WITNESS: We -- we refer to Woodford as
12 Woodford Funds. There are two specific Woodford
13 Funds that invested as part of that restructuring or
14 capital raise.

15 BY MR. CHAIKEN:

16 Q. Okay. Is IPH wholly owned by IH directly or
17 indirectly today? And I know I may have asked that
18 earlier, but I just want to make it very clear.

19 In -- in the structure that it was re -- in
20 the -- in the restructuring of the entities, sitting here
21 today, is IPH International BV directly or indirectly
22 owned by Industrial Heat, LLC?

23 A. No.

24 Q. Okay. Turning back to the fourth amended
25 counterclaim, paragraph 103 on Page 54, paragraph 103

1 states, "Not withstanding the clarity of the
2 confidentiality provisions set forth above, Rossi, both
3 individually and on behalf of Leonardo as its owner and
4 sole operating officer, repeatedly violated the
5 confidentiality provisions."

6 What information or proof does IPH have in
7 support of that allegation?

8 A. The same information that Industrial Heat, LLC
9 has to support that allegation.

10 Q. Did you speak to anyone from Industrial Heat
11 about that?

12 A. No.

13 Q. Does IPH have any information independent of
14 Industrial Heat?

15 A. Not to my knowledge.

16 Q. Would anyone from IPH be able to better answer
17 my questions regarding that allegation?

18 A. I can't speak for anyone else. I don't know
19 that.

20 Q. Okay. Paragraph 104 on Page 54 states,
21 "Addressing solely the time period prior to the filing of
22 their complaint in April 2016, Leonardo and Rossi violated
23 the first confidentiality provision by disclosing various
24 specific terms of the agreement.

25 "Paragraph A, Leonardo and Rossi disclosed that

1 their agreement with counter-plaintiffs required a test of
2 the plant."

3 What proof does IPH have in support of that
4 allegation?

5 A. The same information that Industrial Heat, LLC
6 has to support that allegation.

7 Q. Do you have any independent knowledge other
8 than what Industrial Heat has?

9 A. No.

10 Q. Did you speak to anyone from Industrial Heat
11 prior to coming here today about that allegation?

12 A. No.

13 Q. Would anyone from IPH be able to better answer
14 my questions?

15 A. I don't know that. I can't speak for anyone
16 else.

17 Q. Okay. Paragraph B states -- well, before I get
18 on to paragraph B, paragraph A, do -- does IPH know
19 exactly when Leonardo and Rossi made that disclosure?

20 A. IPH has the same information that Industrial
21 Heat has.

22 Q. Okay. Does IPH know, sitting here today, when
23 that breach of the confidentiality provision was made?

24 A. IPH would know the same thing that Industrial
25 Heat, LLC, knows.

1 Q. But I am asking what you know, sitting here
2 today.

3 A. Me personally?

4 Q. No. You on behalf of IPH.

5 A. IPH knows the same thing Industrial Heat, LLC,
6 knows.

7 Q. Okay. But you are here on behalf of IPH,
8 correct?

9 A. Yes.

10 Q. Okay. I am asking what IPH knows, sitting here
11 today?

12 A. I didn't discuss this with anyone at IH, so no,
13 I don't personally know.

14 Q. I am not asking what you personally know. I am
15 asking what IPH knows.

16 MR. LOMAX: Objection to the form of the
17 question.

18 THE WITNESS: IPH know the same thing that
19 Industrial Heat, LLC knows.

20 BY MR. CHAIKEN:

21 Q. Okay. Sitting here today, IPH can't answer my
22 question?

23 MR. LOMAX: Objection to the form of the
24 question.

25 THE WITNESS: IPH's answer is that IPH has the

1 same information that Industrial Heat, LLC has.

2 BY MR. CHAIKEN:

3 Q. Okay. Let's go to paragraph B. "Leonardo and
4 Rossi disclose that their agreement with
5 counter-plaintiffs required a test to be conducted over
6 400 days."

7 What evidence does IPH have in support of that
8 allegation?

9 A. The same information that Industrial Heat, LLC,
10 has.

11 Q. And did you speak to anyone from Industrial
12 Heat about it?

13 A. No.

14 Q. And does IPH have any knowledge independent of
15 what Industrial Heat knows?

16 A. Not to my knowledge.

17 Q. And does anyone else from IPH have better
18 information about this than you?

19 A. I can't speak for anyone else. I don't know
20 that.

21 Q. Paragraph C states, "Leonardo and Rossi
22 disclosed that their agreement with counter-plaintiffs
23 required a test involving 350 days of operation at the
24 E-Cat plant."

25 What proof or evidence does IPH have in support

1 of that allegation?

2 A. The same information that Industrial Heat, LLC
3 has to support that allegation.

4 Q. Did you speak to anyone from Industrial Heat
5 about that allegation?

6 A. No.

7 Q. Does IPH have any knowledge independent of what
8 Industrial Heat knows?

9 A. Not to my knowledge.

10 Q. Would anyone from IPH have better knowledge
11 than you?

12 A. I don't know that. I can't speak for anyone
13 else.

14 Q. Paragraph D states, "Leonardo and Rossi
15 disclosed that their agreement with counter-plaintiffs
16 required a guaranteed performance or a guarantee of
17 performance test."

18 What proof or evidence does IPH have in support
19 of that allegation?

20 A. The same information that Industrial Heat, LLC
21 has to support that allegation.

22 Q. Did you speak to anyone from Industrial Heat
23 about that?

24 A. No.

25 Q. Does IPH have any knowledge independent of what

1 Industrial Heat knows?

2 A. Not to my knowledge.

3 Q. Would anyone from IPH be better able to answer
4 that question?

5 A. I don't know that. I can't speak for anyone
6 else.

7 Q. Okay. Going to Page 55, paragraph 106, "IPH
8 alleges that Leonardo and Rossi violated the second
9 confidentiality provision by disclosing various
10 information about the E-Cat IP, specifically paragraph A.
11 Leonardo and Rossi, without any written waiver from IPH,
12 provided samples of the E-Cat fuel to the scientists
13 preparing the Lugano report or authorizing scientists to
14 obtain samples."

15 What proof does IPH have in support of that
16 allegation?

17 A. The same information that Industrial Heat, LLC
18 has. And I see there is a reference to an exhibit.

19 Q. Yeah. Okay. Did you speak to anyone from
20 Industrial Heat about that allegation?

21 A. No.

22 Q. Does IPH have any knowledge independent of what
23 Industrial Heat knows?

24 A. Not to my knowledge.

25 Q. Do you know if Tom Darden or JT Vaughn approved

1 IPH right now. What is IPH seeking?

2 MR. LOMAX: Objection to the form of the
3 question.

4 THE WITNESS: IPH is specifically seeking the
5 damages that it incurred that are included in this
6 paragraph. And I have already said that it did not
7 pay the 1.5 million.

8 BY MR. CHAIKEN:

9 Q. Okay.

10 A. So to the extent the rest of these damages were
11 incurred by IPH, IPH is seeking those damages.

12 Q. Okay. And what specifically is the amount that
13 IPH is seeking?

14 MR. LOMAX: Objection to the form of the
15 question.

16 THE WITNESS: The \$10 million payment.

17 BY MR. CHAIKEN:

18 Q. IPH made the \$10 million payment to Leonardo?

19 A. Do you want to go through the transaction?

20 Q. Yeah. I am asking. Did IPH make the
21 \$10 million payment to Leonardo?

22 A. IPH -- IH, LLC, contributed the \$10 million in
23 capital to IPH and -- and then the \$10 million payment
24 to -- for the license payment --

25 Q. Okay.

1 A. -- was attributed to IPH.

2 Q. Okay. So you are saying IPH is seeking
3 \$10 million in damages?

4 MR. LOMAX: Objection to the form of the
5 question.

6 THE WITNESS: Among the other amounts
7 included --

8 BY MR. CHAIKEN:

9 Q. Okay.

10 A. -- incurred by IPH.

11 Q. What other amounts are those?

12 MR. LOMAX: Objection to the form of the
13 question.

14 THE WITNESS: Well, it says the other payments
15 made to Leonardo and Rossi to reimburse them for
16 unnecessary services, equipment and expenses.

17 BY MR. CHAIKEN:

18 Q. And has IPH computed what those amounts are?

19 A. I'm sure we have. I don't have that number
20 here right now. But we have and I think we have provided
21 it.

22 Q. Okay. And did you prepare -- did you review
23 that before coming today?

24 A. I reviewed a list of those --

25 Q. Okay.

1 A. -- of those charges.

2 Q. Do you have an approximate number as to what
3 that totals to?

4 A. I don't recall the total. I just remember the
5 list.

6 Q. Okay. Let's go back now to paragraph 106A and
7 what portion of those damages that IPH is seeking is
8 attributable to the breach of the confidentiality
9 provision?

10 MR. LOMAX: Objection to the form of the
11 question.

12 THE WITNESS: I'm not aware that the damages
13 have been bifurcated in that manner.

14 BY MR. CHAIKEN:

15 Q. Okay. Sitting here today, can IPH tell me how
16 much they have been damaged as a result of the breach of
17 the confidentiality provision as alleged in
18 paragraph 106A?

19 MR. LOMAX: Objection to the form of the
20 question.

21 THE WITNESS: Not specifically with respect to
22 106 -- we have not bifurcated the damages in that
23 way.

24 BY MR. CHAIKEN:

25 Q. Okay. Let's go to paragraph 106B. B states,

1 "Leonardo and Rossi, without any written waiver from IPH,
2 disclosed scientific information about the E-Cat fuels to
3 Norman Cook, a professor at Kansai University in Osaka,
4 Japan."

5 What proof or evidence does IPH have in support
6 of that allegation?

7 A. The same evidence that Industrial Heat, LLC has
8 to support the allegation. And there is a reference to an
9 exhibit.

10 Q. Right. And did you speak to anyone from
11 Industrial Heat about that allegation?

12 A. No.

13 Q. Does IPH have any knowledge independent of what
14 Industrial Heat knows?

15 A. Not that I'm aware of.

16 Q. Do you know if anyone from Industrial Heat or
17 whether Tom Darden or JT Vaughn approved of Leonardo and
18 Rossi sharing information with Dr. Cook?

19 A. No.

20 Q. Would anyone from IPH have any information
21 other than what you told me today?

22 A. I don't know that. I can't speak for anyone
23 else about that.

24 Q. Paragraph C states, "Leonardo and Rossi,
25 without any written waiver from IPH, have made public

1 comments about the E-Cat fuel sample on the Internet."

2 What proof or facts does IPH have in support of
3 those allegations?

4 A. The same support that Industrial Heat has --
5 Industrial Heat, LLC has to support the allegation.

6 Q. Did you speak to anyone from Industrial Heat,
7 LLC about that allegation?

8 A. No.

9 Q. Does IPH have any knowledge independent of what
10 Industrial Heat knows?

11 A. Not to my knowledge.

12 Q. Does anyone from IPH have better information
13 than you have?

14 A. I don't know that. I can't speak for anyone
15 else.

16 Q. Okay. Do you know what specific confidential
17 information Leonardo and Rossi disclosed that is violative
18 of the confidentiality provision?

19 A. I'm sorry. Restate, please.

20 Q. Yeah. Do you know what specific confidential
21 information Leonardo and Rossi disclosed that is violative
22 of the confidentiality provision?

23 A. I don't.

24 Q. Okay. Paragraph 113 on Page 56 states
25 "Leonardo and Rossi's failure to assign the license

1 patents caused IPH to suffer damages that is unable to
2 secure any value that might have been derived from having
3 control over the license and patents."

4 What proof or evidence do you have in support
5 of the allegations that Leonardo and Rossi failed to
6 assign license patents to IPH?

7 A. The same information that Industrial Heat, LLC
8 has to support the allegation.

9 Q. And did you speak to anyone from Industrial
10 Heat about that allegation?

11 A. No.

12 Q. Does IPH have knowledge independent of what
13 Industrial Heat knows?

14 A. Not to my knowledge.

15 Q. Would anyone from IPH be able to better answer
16 the question?

17 A. I don't know that. I can't speak for anyone
18 else.

19 Q. Is it your understanding that IPH is claiming
20 that the license that is at issue in this case is
21 valueless?

22 MR. LOMAX: Objection to the form of the
23 question.

24 THE WITNESS: Can you restate the question.

25 BY MR. CHAIKEN:

1 Q. Yeah. Is it your understanding that IPH is
2 claiming that the IP, pursuant to the license agreement,
3 is valueless?

4 MR. LOMAX: Objection to the form of the
5 question.

6 THE WITNESS: Valueless?

7 BY MR. CHAIKEN:

8 Q. Yeah.

9 A. Not specifically.

10 Q. Is it your understanding that the IP that is
11 the subject of the license agreement has some value?

12 MR. LOMAX: Objection to the form of the
13 question.

14 THE WITNESS: Based on the results of the
15 efforts to replicate the IP, we haven't been able to
16 determine an answer to that question. I think that
17 is the issue.

18 BY MR. CHAIKEN:

19 Q. So, sitting here today, IPH doesn't know
20 whether it has any value, if any. Would you agree with
21 that?

22 A. So far we have not been able to prove that
23 there is any value in the intellectual property in the
24 license agreement.

25 Q. Okay. So what damages are or is IPH claiming

1 as a result of the claim that Leonardo and Rossi breached
2 the license agreement by failing to assign license
3 patents?

4 A. The same damages that we have reviewed in
5 paragraph 98.

6 Q. Is there a dollar amount, a dollar amount that
7 is in paragraph 98?

8 A. To my knowledge we haven't bifurcated the
9 dollar amounts in that manner.

10 Q. Okay. So you can't assign a specific dollar
11 amount to damages as a result of Leonardo and Rossi's
12 failure to assign license patents; is that correct?

13 MR. LOMAX: Objection to the form of the
14 question.

15 THE WITNESS: No.

16 BY MR. CHAIKEN:

17 Q. No, it is not correct or no, you can't?

18 A. We have not been able to assign a value to that
19 specific allegation.

20 Q. Okay. Paragraph 117 states on Page 57 that,
21 "Leonardo also failed to keep IPH informed of the progress
22 of the patent application related to the license patents.
23 And, finally, Leonardo, without prior consent from IPH,
24 abandoned several patent applications."

25 What evidence or proof does IPH have in support

1 of that allegation?

2 A. IPH has the same information that IH, LLC, has
3 to support that allegation.

4 Q. And did you speak to anyone from Industrial
5 Heat about that allegation?

6 A. No.

7 Q. And does IPH have any independent knowledge
8 regarding that allegation?

9 A. Not to my knowledge.

10 Q. Does anyone else from IPH have greater
11 information about that allegation than you?

12 A. I don't know that. I can't speak for anyone
13 else.

14 Q. Paragraph 116 states, "After executing the
15 license agreement, Leonardo filed patent applications
16 relating to license patents without informing IPH."

17 Do you know what patent applications those
18 were?

19 A. No.

20 Q. Do you know how many licensed patent
21 applications Leonardo and Rossi filed?

22 A. IPH -- I'm sorry, Industrial Heat, LLC would
23 have that information, so I would refer you to Industrial
24 Heat, LLC for that answer.

25 Q. Okay. Do you have any -- did you speak to

1 where it states that, "Leonardo and Rossi claim they have
2 sold at least three E-Cat units."

3 Do you see that?

4 A. Yes.

5 Q. Do you know whether or not that was true,
6 whether or not Leonardo and Rossi had, in fact, sold at
7 least three E-Cat units?

8 MR. LOMAX: Objection to the form of the
9 question.

10 THE WITNESS: The information we would have
11 about that would be the same information that
12 Industrial Heat, LLC has about that allegation.

13 BY MR. CHAIKEN:

14 Q. Okay. So IPH doesn't have information
15 independent of what Industrial Heat has?

16 A. Yes.

17 Q. And did you speak to anyone from Industrial
18 Heat about the allegations contained in paragraphs 120
19 through 124?

20 A. No.

21 Q. And does IPH have any information independent
22 of what Industrial Heat has?

23 A. Not to my knowledge.

24 Q. Do you know when in time Leonardo and Rossi
25 allegedly violated the covenant not to compete?

1 A. I don't have information about that other than
2 what Industrial Heat, LLC, has.

3 Q. And do you know what damages IPH incurred as a
4 result of this alleged breach?

5 A. We have not bifurcated them, the damages in
6 that manner.

7 Q. Okay. Going back to my -- I asked you
8 questions about 113 and the damages related to the
9 assignment of patents. I want to -- I forgot to ask you
10 questions. Do you know when in time Leonardo and Rossi
11 failed to assign licensed patents?

12 A. IPH International BV has the same information
13 that Industrial Heat, LLC has about that allegation.

14 Q. So, sitting here today, you don't know when in
15 time?

16 A. No.

17 Q. When in time -- I'm referring now to paragraphs
18 116 and 17 again -- when in time did Leonardo and Rossi
19 file patent applications without informing IPH?

20 A. That information is -- would be information
21 provided by Industrial Heat, LLC.

22 Q. So you don't know that, sitting here today,
23 when in time that happened?

24 A. I don't know any information other than what
25 Industrial Heat, LLC would know.

1 else.

2 Q. Do you know specifically what information was
3 provided by Industrial Heat regarding this allegation?

4 MR. LOMAX: Objection to the form of the
5 question.

6 THE WITNESS: I don't have any information
7 other than what Industrial Heat's provided.

8 BY MR. CHAIKEN:

9 Q. Do you know if Industrial Heat's provided
10 information regarding this allegation?

11 MR. LOMAX: Objection to the form of the
12 question.

13 THE WITNESS: I didn't speak to Industrial Heat
14 about the allegations.

15 BY MR. CHAIKEN:

16 Q. Okay. Paragraph 58, does IPH have any facts or
17 evidence with respect to the allegations contained in
18 paragraph 58?

19 A. I don't have any information other than the
20 information provided by Industrial Heat, LLC.

21 Q. Did you speak to anyone from Industrial Heat
22 regarding this allegation?

23 A. No.

24 Q. Look at your answer on Page 10 of the
25 Exhibit 3. The answer to paragraph 58 states that,

1 "Defendants further admit that Industrial Heat paid the
2 second payment of \$10 million under the license agreement
3 and first amendment."

4 Is it your understanding that Industrial Heat
5 made this payment or did IPH make this payment?

6 A. It is my understanding that Industrial Heat
7 contributed \$10 million in capital to IPH BV -- I'm sorry,
8 yeah, IPH International BV and, in turn, the \$10 million
9 was recorded by IPH International BV as a payment for the
10 license agreement.

11 Q. Okay. And so is this response incorrect or
12 inaccurate when it states that, "Defendants further admit
13 that Industrial Heat paid the second payment of
14 \$10 million under the license agreement in the first
15 amendment"?

16 A. Literal payment of the payment was from a bank
17 account titled, "Industrial Heat, LLC."

18 Q. Okay. So you think that is accurate?

19 A. If Industrial Heat -- it says, "Industrial Heat
20 paid the second payment of \$10 million" and I said the
21 payment was made by wire transfer from a bank account
22 titled, "Industrial Heat, LLC."

23 Q. Okay. Paragraph 63 on Page 12 of the
24 complaint. Are you aware of any facts or evidence with
25 respect to the allegation contained in paragraph 63?

CERTIFICATE OF OATH OF WITNESS

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, ELIZABETH CORDOBA, RMR, CRR, FPR, Notary Public in and for the State of Florida at Large, certify that the witness, SLOCUM HATCH FOGLEMAN, personally appeared before me on February 14, 2017 and was duly sworn by me.

WITNESS my hand and official seal this February 26, 2017.

E Cordoba

ELIZABETH CORDOBA, RMR, CRR, FPR
Notary Public, State of Florida
at Large

Notary #EE075383


My commission expires: 3/17/2019

REPORTER'S DEPOSITION CERTIFICATE

I, ELIZABETH CORDOBA, RMR, CRR, FPR, certify that I was authorized to and did stenographically report the deposition of SLOCUM HATCH FOGLEMAN, the witness herein on February 14, 2017; that a review of the transcript was requested; that the foregoing pages numbered from 1 to 234 inclusive is a true and complete record of my stenographic notes of the deposition by said witness; and that this computer-assisted transcript was prepared under my supervision.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action.

DATED this February 26, 2017.



ELIZABETH CORDOBA, RMR, CRR,
FPR