

EXHIBIT 23

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 1:16-CV-21199-CMA/O'Sullivan

ANDREA ROSSI, *et al.*,

Plaintiffs,

v.

THOMAS DARDEN, *et al.*,

Defendants,

**LEONARDO CORPORATION AND ANDREA ROSSI'S RESPONSES TO
DEFENDANT INDUSTRIAL HEAT, LLC'S FIRST REQUEST FOR ADMISSIONS
TO LEONARDO CORPORATION AND ANDREA ROSSI**

Plaintiffs, Andrea Rossi ("Rossi") and Leonardo Corporation ("Leonardo") (collectively, "Plaintiffs"), pursuant to Federal Rules of Civil Procedure 26, and 36, hereby respond to Defendant Industrial Heat's First Request for Admissions to Leonardo Corporation and Andrea Rossi as follows:

I. PRELIMINARY STATEMENT

Plaintiffs provide these responses and objections ("Responses") without waiving any objections as to the admissibility in evidence of these Responses, the information produced pursuant to, or referenced in, these Responses, or the subject matter of the Request or of the information produced pursuant to, or referenced in these Responses. Plaintiffs' Responses are also subject to and without waiver of: (i) the right to object to other Discovery directed to the subject matter of the Request or Responses; (ii) the right to make additional objections or to seek protective orders; and (iii) the right to revise, correct, add to, or clarify the Responses or information referred to below in accordance with all applicable rules.

Plaintiffs' Responses are based upon the information and documents acquired and reviewed to date, which may or may not be inclusive of all documents relevant to the matters in dispute in this case. Accordingly, the present response is offered without prejudice to supplementation or modification at a later date.

II. REQUESTS FOR ADMISSION RESPONSE

REQUEST NO. 1:

Admit that You did not test the Six Cylinder Unit that is the subject of the Proposed Second Amendment during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs admit that the Guaranteed Performance Test was carried out using the 1MW Unit. Plaintiffs deny the remainder of Request No. 1.

REQUEST NO. 2:

Admit that You have provided a sample or samples of the E-Cat fuel to, or allowed a sample or samples of the E-Cat fuel to be taken by, one or more of the scientists who prepared the Lugano Report.

ANSWER: Plaintiffs admit Request No. 2.

REQUEST NO. 3:

Admit that on at least one occasion during the purported Guaranteed Performance Test, the 1MW Unit was shut down for mechanical repairs.

ANSWER: Plaintiffs admit Request No. 3.

REQUEST NO. 4:

Admit that You have not filed within the time prescribed by law or regulations and paid all taxes required by any jurisdiction, subdivision or agency on the \$1.5 million payment made to You by Industrial Heat under the License Agreement.

ANSWER: Plaintiffs object to Request No. 4 on the grounds that the request is vague as to what is meant by "time prescribed by law or regulations." Taxes can be filed by April 15, by extension, or by any number of various times "prescribed by law or regulation." Plaintiffs are

unable to determine to which date Industrial Heat, LLC's request refers. Moreover, the request is vague in that it is unclear whether Defendant refers to payment of taxes on the full \$1.5 million or only the portion on which payment of taxes was required. Subject to and without waiving its objections, Plaintiffs deny Request No. 4.

REQUEST NO. 5:

Admit that You have not filed within the time prescribed by law or regulations and paid all taxes required by any jurisdiction, subdivision or agency on the \$10 million payment made to You by Industrial Heat under the License Agreement.

ANSWER: Plaintiffs object to Request No. 5 on the grounds that it is vague as to what is meant by "time prescribed by law or regulations." Taxes can be paid by April 15, by extension, or by any number of times "prescribed by law or regulation." Plaintiffs are unable to determine to which date Industrial Heat, LLC's request refers. Moreover, the request is vague in that it is unclear whether Defendant refers to payment of taxes on the full \$10 million or only the portion on which payment of taxes was required. Subject to and without waiving its objections, Plaintiffs deny Request No. 5.

REQUEST NO. 6:

Request No. 6 is omitted from Industrial Heat, LLC's First Request for Admissions and, as such, no response is provided thereto.

REQUEST NO. 7:

Admit that You have not transferred or disclosed all the E-Cat IP to either Industrial Heat or IPH.

ANSWER: Plaintiffs deny Request No. 7.

REQUEST NO. 8:

Admit that You caused either J.M. Products, Inc. or J.M. Chemical Products, Inc. to be created.

ANSWER: Plaintiffs object to Request No. 8 on the grounds that it is vague as to what is meant by "caused." Plaintiffs admit that, on behalf of the beneficial owners of J.M. Products,

Inc. and/or J.M. Chemical Products, Inc., Plaintiffs provided direction to Henry Johnson to file the necessary documents with the State of Florida.

REQUEST NO. 9:

Admit that Rossi represented to the Fire and Rescue Department with jurisdiction over the Doral Location that Rossi was the owner or representative of J.M. Products.

ANSWER: Plaintiffs deny Request No. 9.

REQUEST NO. 10:

Admit that since October 26, 2012, You have sold or proposed to sell E-Cat Products to Persons in the territory covered by the License Agreement other than Industrial Heat or IPH.

ANSWER: Plaintiffs deny Request No. 10.

REQUEST NO. 11:

Admit that You have disclosed information about the E-Cat fuel to Norman Cook without a modification to the License Agreement allowing you to disclose information about the E-Cat fuel to Norman Cook.

ANSWER: Plaintiffs deny Request No. 11. Any and all disclosures made to Norman Cook were made with the knowledge, consent and encouragement of Defendants.

REQUEST NO. 12:

Admit that since October 26, 2012, You have designed or developed E-Cat Products in the territory covered by the License Agreement with Persons other than Industrial Heat or IPH.

ANSWER: Plaintiffs object to Request No. 12 on the grounds that it is vague as to what is meant by “with Persons.” Plaintiffs have had others assist with the design and development of E-Cat Products, but such persons acted under non-disclosure agreements and not for the benefit of anyone other than Defendants within the territory covered by the License Agreement.

REQUEST NO. 13:

Admit that You never had a meeting with the Health Office of Ferrara, Italy during which You were told that Validation testing could not be performed in accordance with the Validation Protocol.

ANSWER: Plaintiffs deny Request No. 13.

REQUEST NO. 14:

Admit that You manipulated a test of the E-Cat performed for Hydrofusion.

ANSWER: Plaintiffs object to Request No. 14 on the grounds that it is vague as to what is meant by “manipulated.” Definitions of “manipulate” range from “handle or control” to “control or influence ... cleverly, unfairly, or unscrupulously.” It is unclear which definition Plaintiffs should apply.

REQUEST NO. 15:

Admit that at the time the Term Sheet was executed, your representation to Industrial Heat that J.M. Products was a “real Customer” in the “Chemical Industry” that had a need for the steam power the 1MW Unit could produce “to process [its] chemical products” was a false representation. *See* 3rd Amended AACT, Ex. 16.

ANSWER: Plaintiffs deny Request No. 15.

REQUEST NO. 16

Admit at the time you drafted the email contained in Ex. 16 to the 3rd Amended AACT, Your representation to Industrial Heat that there was a “real Customer” in the “Chemical Industry” that had a need for the steam power the 1MW Unit could produce “to process [its] chemical products” was a false representation.

ANSWER: Plaintiffs deny Request No. 16.

REQUEST NO. 17:

Admit that You have posted comments on Internet articles or blogs discussing the E-Cat using names other than “Andrea Rossi”, “AR”, “Andrea”, “Rossi” or “Dr. Rossi.”

ANSWER: Plaintiffs deny Request No. 17.

REQUEST NO. 18:

Admit that Leonardo Corporation of New Hampshire at some point has been a party to the License Agreement.

ANSWER: Plaintiffs admit Request No. 18.

REQUEST NO. 19:

Admit that AmpEnergo, Inc. has never executed the Proposed Second Amendment.

ANSWER: Plaintiffs admit Request No. 19.

REQUEST NO. 20:

Admit that Leonardo Corporation of New Hampshire assigned the License Agreement to You without Industrial Heat or IPH's prior written consent.

ANSWER: Plaintiffs deny Request No. 20 in part. Leonardo Corporation has not assigned the License Agreement, although Leonardo Corporation of Florida retains interest in the License Agreement as the result of a merger of the two entities.

REQUEST NO. 21:

Admit that Andrea Rossi owned Leonardo Corporation of New Hampshire in 2013.

ANSWER: Plaintiffs admit Request No. 21.

REQUEST NO. 22:

Admit that Andrea Rossi no longer owned Leonardo Corporation of New Hampshire in 2014.

ANSWER: Plaintiffs deny Request No. 22.

REQUEST NO. 23:

Admit that Andrea Rossi has never owned Leonardo Corporation of Florida.

ANSWER: Plaintiffs deny Request No. 23.

REQUEST NO. 24:

Admit that the measurements conducted by Penon in connection with Validation did not comply with each requirement in the Validation Protocol.

ANSWER: Plaintiffs object to Request No. 24 on the grounds that it is misleading. The Validation Protocol to which the request refers was modified by agreement of the parties and, as such, Request No. 24 is denied.

REQUEST NO. 25:

Admit that since October 26, 2012, Leonardo Corporation of New Hampshire at some point has not been an active entity in New Hampshire.

ANSWER: Plaintiffs admit Request No. 25.

REQUEST NO. 26:

Admit that since October 26, 2012, You have filed at least one Patent Application relating to the Licensed Patents in the territory covered by the License Agreement without informing Industrial Heat or IPH in advance.

ANSWER: Plaintiffs deny Request No. 26.

REQUEST NO. 27:

Admit that since October 26, 2012, You have abandoned at least one Patent Application relating to the Licensed Patents without Industrial Heat or IPH's prior written consent.

ANSWER: Plaintiffs admit that they did not pursue the Patent Applications made and/or submitted without Plaintiffs' authorization, including those designating T. Barker Dameron as "co-inventor."

REQUEST NO. 28:

Admit that the operation of the 1MW Unit that you claim to be Guaranteed Performance began over one (1) year after the 1MW Unit was delivered to Industrial Heat in North Carolina.

ANSWER: Plaintiffs admit Request No. 28.

REQUEST NO. 29:

Admit that prior to executing the Term Sheet, You represented to Industrial Heat or IPH that J.M. Products was a subsidiary or affiliate of Johnson Matthey.

ANSWER: Plaintiffs deny Request No. 29.

REQUEST NO. 30:

Admit that Your representation to Industrial Heat or IPH that J.M. Products was a subsidiary or affiliate of Johnson Matthey was false.

ANSWER: Plaintiffs object to Request No. 30 for lack of predicate. No such “representation” was made by Plaintiffs.

REQUEST NO. 31:

Admit that You denied Joseph Murray access to the Doral Location in July 2015.

ANSWER: Plaintiffs deny Request No. 31 as phrased. Plaintiffs admit that Andrea Rossi informed Defendants that Joseph Murray was not welcome to visit the Doral Location at that time.

REQUEST NO. 32:

Admit that during the purported Guaranteed Performance Test You prohibited Industrial Heat or IPH from accessing the area of the Doral Location where J.M. Products purportedly operated.

ANSWER: Plaintiffs deny Request No. 32.

REQUEST NO. 33:

Admit that during the purported Guaranteed Performance Test You control the portion of the Doral Location occupied by J.M. Products.

ANSWER: Plaintiffs object to Request No. 33 on the grounds that the request is vague as to what is meant by “control”. Plaintiffs admit that Andrea Rossi “controlled” the portion of the Doral Location occupied by J.M. Products with respect to access thereto. Plaintiffs deny that Leonardo Corporation maintained any such control.

REQUEST NO. 34:

Admit that during the purported Guaranteed Performance Test You could have allowed Industrial Heat or IPH to have access to the portion of the Doral Location occupied by J.M. Products.

ANSWER: Plaintiffs deny Request No. 34.

REQUEST NO. 35:

Admit that neither Industrial Heat nor IPH ever agreed to modify in writing the Guaranteed Performance test start date.

ANSWER: Plaintiffs deny Request No. 35.

REQUEST NO. 36:

Admit that You did not commence the Guaranteed Performance Test in 2013.

ANSWER: Plaintiffs admit Request No. 36.

REQUEST NO. 37:

Admit that You did not commence the Guaranteed Performance Test in 2014.

ANSWER: Plaintiffs admit Request No. 37.

REQUEST NO. 38:

Admit that certain steam traps installed by T. Barker Dameron at the Triangle Drive Facility to be used with the 1MW Unit were not used with the 1MW Unit during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs deny Request No. 38

REQUEST NO. 39:

Admit that there was no flow meter or flow rate sensor on the pipe designed to carry steam from the 1MW Unit to the J.M. Products side of the Doral Location during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs admit Request No. 39.

REQUEST NO. 40:

Admit that there was no operational flow meter or flow rate sensor on the pipe designed to carry steam from the 1MW Unit to the J.M. Products side of the Doral Location during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs deny Request No. 40

REQUEST NO. 41:

Admit that there was no flow rate sensor on the return line from the J.M. Products side of the Doral Location to the 1MW Unit during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs deny Request No. 41.

REQUEST NO. 42:

Admit that there was no flow meter or flow rate sensor on the piping between the 1MW Unit's feed water tank and E-Cat heater tank during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs admit Request No. 42.

REQUEST NO. 43:

Admit that the pressure on the 1MW Unit's output steam line that was routed to J.M. Products had a continuously zero (0) pressure gauge.

ANSWER: Plaintiffs object to Request No. 43 on the grounds that the request is vague as to what is meant by "continuously zero (0) pressure gauge." To the extent Defendants refer to the report of Fabio Penon, Plaintiffs state that the report speaks for itself and Plaintiffs are otherwise without personal knowledge.

REQUEST NO. 44:

Admit that the pressure on the 1MW Unit's output steam line that was routed to J.M. Products was reported as continuously zero (0) pressure gauge.

ANSWER: Plaintiffs object to Request No. 44 on the grounds that it is vague as to what is meant by "reported". To the extent Defendants refer to the report of Fabio Penon, Plaintiffs state that the report speaks for itself.

REQUEST NO. 45:

Admit that the 1MW Unit was not configured to provide the ability to continuously monitor or automatically control the water level in the E-Cat heater tank during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs deny Request No. 45.

REQUEST NO. 46:

Admit that no record was made of the observed, rather than estimated, amount of water introduced into the E-Cat heater tank during the purported Guaranteed Performance Test.

ANSWER: Plaintiffs object to Request No. 46 on the grounds that it is vague as to what is meant by “introduced into the E-Cat heater tank”. Notwithstanding such objection, and without waiving the same, Plaintiffs state that the flowmeter measured from the J.M. Products side.

Dated: February 27, 2017.

Respectfully submitted,

/s/Brian W. Chaiken

John W. Annesser, Esq. (FBN 98233)

janness@pbyalaw.com

Brian Chaiken, Esq. (FBN 118060)

bchaiken@pbyalaw.com

D. Porpoise Evans, Esq. (FBN 576883)

pevans@pbyalaw.com

PERLMAN, BAJANDAS, YEVOLI & ALBRIGHT, P.L.

283 Catalonia Avenue, Suite 200

Coral Gables, FL 33134

Telephone: 305.377.0086

Facsimile: 305.377.0781

*Counsel for Plaintiffs, Andrea Rossi and
Leonardo Corporation*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served in the manner specified below on February 27, 2017 on all counsel or parties of record on the attached Service List.

/s/Brian W. Chaiken

Brian W. Chaiken

SERVICE LIST

Christopher R.J. Pace, Esq. (FBN 721166)
cpace@jonesday.com
Christopher M. Lomax, Esq. (FBN 56220)
clomax@jonesday.com
Christina T. Mastrucci, Esq. (FBN 113013)
cmastrucci@jonesday.com
Erika S. Handelson, Esq. (FBN 91133)
ehandelson@jonesday.com
JONES DAY
600 Brickell Avenue, Suite 3300
Miami, FL 33131

- and -

Bernard P. Bell, Esq. (PHV)
bellb@millerfriel.com
MILLER FRIEL, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036
*Attorneys for Defendants, Darden, Vaughn, Industrial Heat, LLC,
IPH Int'l B.V., and Cherokee Investment Partners, LLC*

Service via: E-Mail

Francisco J. León de la Barra, Esq. (FBN 105327)
fleon@acg-law.com
Fernando S. Arán, Esq. (FBN 349712)
faran@acg-law.com
ARÁN CORREA & GUARCH, P.A.
255 University Drive
Coral Gables, Florida 33134
Attorneys for Third-Party Defendants, JMP, Johnson, and Bass

Service via: E-Mail

Rodolfo Nuñez, Esq. (FBN 016950)
rnunez@acg-law.com
RODOLFO NUÑEZ, P.A.
255 University Drive
Coral Gables, Florida 33143
Attorney for Third-Party Defendants, Fabiani and USQL

Service via: E-Mail