

COMPOSITE EXHIBIT 30

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
CASE NO. 1:16-cv-21199-CMA

ANDREA ROSSI, et al.,

Plaintiffs,

v.

THOMAS DARDEN, et al.,

Defendants.

- - - - -x
INDUSTRIAL HEAT, LLC, et al.,

Counter-Plaintiffs,

v.

ANDREA ROSSI, et al.,

Counter-Defendants.

and

J.M. PRODUCTS, et al.,

Third-Party Defendants.

- - - - -x
600 Brickell Avenue, Suite 3300
Miami, Florida
Friday, January 27, 2017
10:11 a.m.- 6:04 p.m.

HIGHLY CONFIDENTIAL TRANSCRIPT
ATTORNEYS' EYES ONLY
VIDEO DEPOSITION OF HENRY JOHNSON
Taken before Edward Varkonyi, Registered
Merit Reporter and Notary Public for the State of
Florida at Large, pursuant to Notice of Taking
Deposition filed in the above cause.

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| <p style="text-align: right;">Page 2</p> <p>1 APPEARANCES</p> <p>2</p> <p>3 BRIAN CHAIKEN, ESQ., Perlman Bajandas Yevoli & Albright, P.L. 283 Catalonia Avenue, Suite 200 4 Coral Gables, Florida 33134 on behalf of the Plaintiff.</p> <p>5</p> <p>6 CHRISTOPHER R.J. PACE, ESQ., Jones Day 600 Brickell Avenue, Suite 3300 7 Miami, Florida 33131 on behalf of the Defendant.</p> <p>8</p> <p>9 FRANCISCO J. LEON DE LA BARRA, ESQ., 10 Aran Correa & Guarch, P.A. 255 University Drive 11 Coral Gables, Florida 33134 on behalf of Defendant United States 12 Quantum Leap and Fabiani</p> <p>13</p> <p>14 ALSO PRESENT: Andrea Rossi Alex Montalvo, Videographer</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | <p style="text-align: right;">Page 4</p> <p>1 Exhibit 19 HJ000019 128</p> <p>2 Exhibit 20 J.M. Products Reinstatement Cert. 128</p> <p>3 Exhibit 21 HJ000331 to 333 132</p> <p>4 Exhibit 22 HJ000244 to 247 135</p> <p>5 Exhibit 23 HJ000341 to 343 140</p> <p>6 Exhibit 24 HJ000346 to 347 141</p> <p>7 Exhibit 25 HJ000306 144</p> <p>8 Exhibit 26 HJ000218 146</p> <p>9 Exhibit 27 HJ000273 to 275 153</p> <p>10 Exhibit 28 HJ000067 to 69 156</p> <p>11 Exhibit 29 HJ000328 159</p> <p>12 Exhibit 30 HJ000302 to 303 162</p> <p>13 Exhibit 31 HJ000377 to 379 164</p> <p>14 Exhibit 32 HJ000216 166</p> <p>15 Exhibit 33 HJ000217 166</p> <p>16 Exhibit 34 HJ000222 to 223 167</p> <p>17 Exhibit 35 HJ000248 to 249 169</p> <p>18 Exhibit 36 HJ000354 to 355 171</p> <p>19 Exhibit 37 HJ000286 to 288 173</p> <p>20 Exhibit 38 HJ000250 to 251 177</p> <p>21 Exhibit 39 HJ000214 178</p> <p>22 Exhibit 40 HJ000041 180</p> <p>23 Exhibit 41 HJ000043 180</p> <p>24 Exhibit 42 Letter, 2/22/16, Johnson to Pace 189</p> <p>25 Exhibit 43 Letter, 3/2/16, Pace to Johnson 189</p> |
| <p style="text-align: right;">Page 3</p> <p>1 I N D E X</p> <p>2 Witness Direct Cross Red. Rec.</p> <p>3 HENRY JOHNSON 6 253 257, 262 261</p> <p>4</p> <p>5</p> <p>6 E X H I B I T S</p> <p>7 Johnson For Ident.</p> <p>8 Exhibit 1 Certificate of Interested Parties 28</p> <p>9 Exhibit 2 Color Picture 44</p> <p>10 Exhibit 3 Color Picture 44</p> <p>11 Exhibit 4 Color Picture 44</p> <p>12 Exhibit 5 HJ000221 71</p> <p>13 Exhibit 6 HJ000263 72</p> <p>14 Exhibit 7 HJ000212 74</p> <p>15 Exhibit 8 HJ000131 76</p> <p>16 Exhibit 9 HJ000130 83</p> <p>17 Exhibit 10 HJ000141 85</p> <p>18 Exhibit 11 J.M. Chemical Articles of Incorporation 87</p> <p>19 Exhibit 12 J.M. Products Articles of Incorporation 97</p> <p>20 Exhibit 13 HJ000143 to 153 102</p> <p>21 Exhibit 14 HJ000001 107</p> <p>22 Exhibit 15 HJ000018 110</p> <p>23 Exhibit 16 HJ000005 116</p> <p>24 Exhibit 17 HJ000126 to 127 120</p> <p>25 Exhibit 18 HJ000048 123</p> | <p style="text-align: right;">Page 5</p> <p>1 Exhibit 44 Letter, 4/11/16, Vaughn to Johnson 200</p> <p>2 Exhibit 45 Letter, 4/20/16, Johnson to Pace 203</p> <p>3 Exhibit 46 HJ000121 to 123 204</p> <p>4 Exhibit 47 HJ000055 to 56 213</p> <p>5 Exhibit 48 IH-00011496 to 11497 217</p> <p>6 Exhibit 49 IH-00011832 to 11834 235</p> <p>7 Exhibit 50 IH-00089928 to 89929 238</p> <p>8 Exhibit 51 IH-00011488 to 11491 246</p> <p>9 Exhibit 52 IH-00011492 to 11497 248</p> <p>10 Exhibit 53 HJ000238 to 243 252</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> |

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|---|---|
| <p style="text-align: right;">Page 6</p> <p>1 Thereupon--</p> <p>2 THE VIDEOGRAPHER: Good morning. We're</p> <p>3 now on the video record. This is videotape</p> <p>4 deposition of Henry Johnson in the matter of the</p> <p>5 case Andrea Rossi and Leonardo Corporation</p> <p>6 versus Thomas Darden, et al.</p> <p>7 Today is Friday, January the 27 of 2017.</p> <p>8 The time is 10:11 a.m.</p> <p>9 Counsel, please state your appearance for</p> <p>10 the record and after this the court reporter</p> <p>11 will swear in the witness.</p> <p>12 MR. PACE: Chris Pace and Mike Maugans</p> <p>13 for the defendants.</p> <p>14 MR. LEON DE LA BARRA: Francesco Leon on</p> <p>15 behalf of J.M. Products and Henry Johnson.</p> <p>16 MR. CHAIKEN: Brian Chaiken on behalf of</p> <p>17 Dr. Rossi and Leonardo Corporation. Dr. Rossi</p> <p>18 is in the room as well.</p> <p>19 Thereupon--</p> <p>20 HENRY JOHNSON</p> <p>21 was called as a witness and having been first duly</p> <p>22 sworn responded as follows:</p> <p>23 THE WITNESS: I do.</p> <p>24 DIRECT EXAMINATION</p> <p>25 BY MR. PACE:</p> | <p style="text-align: right;">Page 8</p> <p>1 law firm?</p> <p>2 A. Right now it's just Henry W. Johnson.</p> <p>3 Q. Going back to -- let's just start at</p> <p>4 2010.</p> <p>5 Going back to 2010 what was the identity</p> <p>6 of your law firm?</p> <p>7 A. In 2010 it was Johnson & Walters.</p> <p>8 Q. Okay. And then when did it change from</p> <p>9 that?</p> <p>10 A. When I moved to Boca Raton is when I went</p> <p>11 out on my own. It was -- we were affiliated with a</p> <p>12 title company and the title company was Nova Title</p> <p>13 Company.</p> <p>14 Q. And was your firm just Henry Johnson or</p> <p>15 was it and Associates?</p> <p>16 A. No, just Henry Johnson.</p> <p>17 Q. Mr. Johnson, have you ever been deposed</p> <p>18 before?</p> <p>19 A. Yes, I have.</p> <p>20 Q. In what context? In what kind of case?</p> <p>21 A. It was suit for damages pursuant to a</p> <p>22 contract and also enforcement of a contract.</p> <p>23 Q. And is that the -- have you only been</p> <p>24 deposed once?</p> <p>25 A. I believe so, but it was over multiple</p> |
| <p style="text-align: right;">Page 7</p> <p>1 Q. Mr. Johnson, can you state your full name</p> <p>2 for the reporter and your business address.</p> <p>3 A. Yes, it's Henry William Johnson and my</p> <p>4 address is 2900 University Drive, Suite 42, Coral</p> <p>5 Springs, Florida 33065.</p> <p>6 Q. I'm sorry, that's your current work</p> <p>7 address?</p> <p>8 A. Correct.</p> <p>9 Q. When did you move to that address?</p> <p>10 A. March of 2015, I believe.</p> <p>11 Q. Did you used to have an address in -- did</p> <p>12 you used to have an address in Boca Raton?</p> <p>13 A. Correct, it was 7900 Glades Road.</p> <p>14 Q. Glades Road. When did you -- when did</p> <p>15 you leave that address?</p> <p>16 A. When I moved to Coral Springs.</p> <p>17 Q. When you moved to Coral Springs. Okay.</p> <p>18 And how long were you at the address before? When</p> <p>19 did you first start at that address, the address on</p> <p>20 Glades Road?</p> <p>21 A. Glades Road?</p> <p>22 Q. Yeah.</p> <p>23 A. We were there for about two and a half</p> <p>24 years, three years.</p> <p>25 Q. When you say we, what's the name of your</p> | <p style="text-align: right;">Page 9</p> <p>1 days.</p> <p>2 Q. Okay. And when was that?</p> <p>3 A. It was about four years ago, five years</p> <p>4 ago.</p> <p>5 Q. Have you ever testified at a trial?</p> <p>6 A. Yes.</p> <p>7 Q. Was it the same matter or different</p> <p>8 matter?</p> <p>9 A. Same, same matter.</p> <p>10 Q. And when did that go to trial,</p> <p>11 approximately? I am not going to commit you hard to</p> <p>12 it.</p> <p>13 A. Yeah, it -- that was probably 2012.</p> <p>14 Q. Who were the parties in the case?</p> <p>15 A. I was a party to the case. My client was</p> <p>16 the purchaser. He was a party to the case. I can't</p> <p>17 recall his name. It was Lou something. And the</p> <p>18 defendant was the seller, it was a corporation. And</p> <p>19 the principal, I can't recall her name either.</p> <p>20 Q. Why were you a party to the suit?</p> <p>21 A. I was holding the deposit pursuant to the</p> <p>22 contract.</p> <p>23 Q. And was this a case in -- what court was</p> <p>24 this case in?</p> <p>25 A. Circuit Court here in Miami-Dade.</p> |

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1 A. Yeah, I would say mid '80s.
 2 Q. Mid '80s. What was your practice prior to
 3 that?
 4 A. I worked for a larger firm and I did just
 5 about everything that they told me to do.
 6 Q. Okay. Are you still the president of
 7 J.M. Products?
 8 A. Yes, I am.
 9 Q. What is the business of J.M. Products?
 10 A. It was incorporated for the purpose of
 11 utilizing the E-Cat machine.
 12 Q. How was it going to utilize the E-Cat --
 13 how was it going to utilize the E-Cat machine?
 14 A. Well, the thought was that the machine is
 15 there producing power and there ought to be something
 16 to be done with the power its producing.
 17 I wasn't really privy to exactly what it
 18 was going to produce but it was experimental, I guess
 19 you would say. It was a test run to show that it was
 20 practical.
 21 Q. Who owns J.M. Products?
 22 A. It is owned by a trust.
 23 Q. What trust?
 24 A. Platinum American Trust.
 25 Q. You are the trustee of Platinum American

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1 Trust?
 2 A. Correct.
 3 Q. Platinum American Trust is a United
 4 States entity?
 5 A. Yes, a Florida entity.
 6 Q. When was Platinum American Trust formed?
 7 A. I don't recall the date. It would be in
 8 the Secretary of State's records.
 9 Q. Who is the beneficiary of Platinum
 10 American Trust? Whom is the beneficiary of Platinum
 11 American Trust?
 12 A. It is an individual named Di Giovanni.
 13 Q. D-E -- the Di is spelled D-E, correct?
 14 A. Yeah, I believe so.
 15 Q. In all honesty, Mr. Johnson, I mean, if
 16 you want to talk to your lawyers or to Mr. Rossi or
 17 to Mr. Rossi's lawyer, you can do so but just --
 18 otherwise, unless somebody tells you not to answer, I
 19 think I am entitled to an answer to my question,
 20 okay? Mr. Di Giovanni. Have you ever met
 21 Mr. Di Giovanni?
 22 A. Yes, I have.
 23 Q. When did you meet Mr. Di Giovanni?
 24 A. About the same time the trust was created
 25 and more recently maybe about two months ago, a month

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1 ago.
 2 Q. How many times have you met him in total?
 3 A. Two.
 4 Q. Okay. You met him when the trust was
 5 created, which was around the same time that J.M.
 6 Products was formed?
 7 A. Correct.
 8 Q. And then you met him a couple of months
 9 ago?
 10 A. Correct.
 11 Q. Who introduced you to Mr. Di Giovanni?
 12 A. Dr. Rossi.
 13 Q. That's Dr. Andrea Rossi who's here at the
 14 deposition today?
 15 A. Yes.
 16 Q. What did he tell you of who Mr. Di
 17 Giovanni is?
 18 A. The beneficiary of the trust.
 19 Q. What else did he tell you about Mr. Di
 20 Giovanni?
 21 A. Nothing.
 22 Q. What else does Platinum American Trust
 23 own?
 24 MR. LEON DE LA BARRA: Objection.
 25 THE WITNESS: Nothing else that I'm aware

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1 of.
 2 BY MR. PACE:
 3 Q. You are the trustee of --
 4 A. I'm the trustee.
 5 Q. -- Platinum American Trust, correct?
 6 A. Correct.
 7 Q. Okay. So you know what Platinum American
 8 Trust holds?
 9 A. Yeah, nothing else.
 10 Q. You just said that you were aware of.
 11 A. Yeah.
 12 Q. I wanted to make sure there is kind of
 13 nobody else who would have better knowledge than
 14 you.
 15 A. No, that's correct.
 16 Q. Okay. Why did you form Platinum American
 17 Trust?
 18 A. The concept was to keep the ultimate
 19 beneficial ownership private.
 20 Q. Well, it would have been private if it
 21 was owned by any individual, wouldn't it?
 22 How does putting it in a trust make it
 23 private? You've lost me. Maybe I don't understand
 24 your answer.
 25 A. Well, it just adds another layer of

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| <p style="text-align: right;">Page 18</p> <p>1 privacy.</p> <p>2 Q. Who first asked you to form a company</p> <p>3 called J.M. Products?</p> <p>4 A. Dr. Rossi.</p> <p>5 Q. All right. In what context did he ask</p> <p>6 you to form the company, J.M. Products?</p> <p>7 A. It was with the idea that it would be</p> <p>8 utilizing the E-Cat machine to produce whatever it</p> <p>9 was going to produce.</p> <p>10 Q. At the time were you aware that there was</p> <p>11 not a particular product it was going to produce?</p> <p>12 In other words, did he tell you it's</p> <p>13 going to produce a particular product and you just</p> <p>14 don't remember that, the name of the particular</p> <p>15 product or did he not have a particular product that</p> <p>16 was going to be produced?</p> <p>17 MR. LEON DE LA BARRA: Objection,</p> <p>18 privileged.</p> <p>19 THE WITNESS: He didn't tell me what it</p> <p>20 was going to produce.</p> <p>21 MR. CHAIKEN: Chris, we're going to</p> <p>22 assert attorney-client privilege with respect to</p> <p>23 conversations between Dr. Rossi and his</p> <p>24 attorney.</p> <p>25 MR. PACE: At what point though? I mean</p> | <p style="text-align: right;">Page 20</p> <p>1 BY MR. PACE:</p> <p>2 Q. What was the product?</p> <p>3 A. It was cooking platinum sponge.</p> <p>4 Q. You think that platinum sponge was cooked</p> <p>5 and sold by J.M. Products?</p> <p>6 MR. LEON DE LA BARRA: Objection.</p> <p>7 THE WITNESS: I don't know if it was sold</p> <p>8 but it was produced, yes.</p> <p>9 BY MR. PACE:</p> <p>10 Q. Where was it maintained by J.M. Products?</p> <p>11 A. I presume at the facility.</p> <p>12 Q. And have you ever seen a single record to</p> <p>13 reflect that, a single document that reflects that?</p> <p>14 A. For the production of?</p> <p>15 Q. Yes, for the production.</p> <p>16 A. No.</p> <p>17 Q. Because we didn't get any in discovery.</p> <p>18 A. No.</p> <p>19 Q. I'm just trying to find out. You have</p> <p>20 never seen a document that shows that, so why do you</p> <p>21 think that it actually produced -- it did something</p> <p>22 with platinum sponges?</p> <p>23 MR. LEON DE LA BARRA: Objection.</p> <p>24 BY MR. PACE:</p> <p>25 Q. What's your basis for believing that?</p> |
| <p style="text-align: right;">Page 19</p> <p>1 he's also president of J.M. Products.</p> <p>2 MR. CHAIKEN: Right, so if he's giving</p> <p>3 legal advice -- to the extent he's giving legal</p> <p>4 advice.</p> <p>5 MR. PACE: I understand. We can make it</p> <p>6 clear on the record when we get to that point</p> <p>7 and if you get instructed not to answer, you're</p> <p>8 instructed not to answer and the judge will tell</p> <p>9 us whether -- where the line is drawn because it</p> <p>10 can be ambiguous.</p> <p>11 MR. CHAIKEN: Right.</p> <p>12 BY MR. PACE:</p> <p>13 Q. So as president of J.M. Products has J.M.</p> <p>14 Products ever produced a product?</p> <p>15 A. I was never involved in the operation.</p> <p>16 Q. That's not my question, so let me ask</p> <p>17 again. Mr. Johnson, you don't know if J.M. Products</p> <p>18 ever produced a product, ever? You don't know the</p> <p>19 answer to that question, is that what you are telling</p> <p>20 me?</p> <p>21 A. No.</p> <p>22 MR. LEON DE LA BARRA: Objection.</p> <p>23 THE WITNESS: I think a product was</p> <p>24 produced. I don't know the volume. I don't</p> <p>25 know the -- over what period of time.</p> | <p style="text-align: right;">Page 21</p> <p>1 A. Discussions with Jim Bass, the engineer.</p> <p>2 Q. And what is it that Jim Bass told you?</p> <p>3 A. That Dr. Rossi and -- is it Fabio?</p> <p>4 Q. Fabio Fabiani?</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 A. Were both involved in the production of</p> <p>8 whatever it was they were producing with platinum</p> <p>9 sponge.</p> <p>10 Q. So you have no idea whether J.M. Products</p> <p>11 actually produced any platinum sponges, what you know</p> <p>12 is that Jim Bass told you that Andrea Rossi and</p> <p>13 Fabio -- and Fulvio Fabiani --</p> <p>14 A. Correct.</p> <p>15 Q. -- were involved in something with</p> <p>16 platinum sponges, somehow making or transforming</p> <p>17 platinum sponges?</p> <p>18 A. Correct.</p> <p>19 Q. Okay. Would you be surprised to find out</p> <p>20 that J.M. Products never actually altered,</p> <p>21 manufactured or changed any platinum sponges?</p> <p>22 MR. LEON DE LA BARRA: Objection.</p> <p>23 THE WITNESS: Yes, I would be surprised.</p> <p>24 BY MR. PACE:</p> <p>25 Q. Do you know what platinum sponges are?</p> |

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1 A. It's a component of catalytic converters
 2 for cars. Also I believe that it can be used as a
 3 heat sink.
 4 Q. I'm sorry, as a what?
 5 A. A heat sink.
 6 Q. What do you understand that to be?
 7 A. It's a material that will absorb heat.
 8 Q. Correct. But I'm not sure what a heat
 9 sink means.
 10 A. Like, for instance, you can put it in a
 11 computer component and you wouldn't have to have a
 12 fan.
 13 Q. Oh, I see.
 14 A. Because it would suck up the heat.
 15 Q. It would absorb the heat somehow?
 16 A. Yeah, exactly.
 17 Q. Got it.
 18 A. Again, I have no background in any of
 19 that, so I --
 20 Q. I understand. You are not here to claim
 21 that you're an expert on platinum sponges or platinum
 22 alloys, correct?
 23 A. Correct.
 24 Q. How many times have you been to the
 25 operating location of J.M. Products?

Page 23

1 A. Never.
 2 Q. So you have never seen a product produced
 3 by J.M. Products?
 4 A. That's correct.
 5 Q. Does J.M. Products have any customers?
 6 A. Not that I am aware of.
 7 Q. J.M. Products has a bank account?
 8 A. Yes, it does.
 9 Q. Do you know how much is currently in that
 10 bank account?
 11 A. No, I don't.
 12 MR. LEON DE LA BARRA: Objection.
 13 BY MR. PACE:
 14 Q. Who would know?
 15 MR. LEON DE LA BARRA: Objection.
 16 THE WITNESS: The bookkeeper for
 17 platinum -- for platinum. For J.M. Products.
 18 BY MR. PACE:
 19 Q. Who is the bookkeeper for J.M. Products?
 20 A. Diane Annesser.
 21 Q. A-N-N-E-S-S-E-R?
 22 A. Correct.
 23 Q. All right. And who else would know?
 24 A. I could find out. My secretary could
 25 find out by accessing Bank of America's records

Page 24

1 online.
 2 Q. And your secretary, that's Colette Saw?
 3 A. Sauer, S-A-U-E-R.
 4 Q. Sauer, S-A-U-E-R?
 5 A. Correct.
 6 Q. I never knew that's how it was
 7 pronounced. Do a little translation.
 8 Did J.M. Products ever have any
 9 employees?
 10 A. It had a contract worker, Jim Bass, and
 11 I'm not sure who -- I know that Fulvio was there at
 12 the facility but I think he was employed by Leonardo
 13 so I think it was just Jim Bass would be the only
 14 employee.
 15 Q. I have a -- we'll look through some of
 16 the documents to get into different expenses and
 17 everything.
 18 Let me -- let me take a step back to the
 19 Platinum American Trust. The Platinum American Trust
 20 owns J.M. Products, correct?
 21 A. That's correct.
 22 Q. And to the best of your knowledge that's
 23 the only thing that Platinum American Trust owns?
 24 A. Correct.
 25 Q. Are you aware there is a trust company

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1 that owns some or all of the Leonardo stock?
 2 A. Yes.
 3 Q. That's not the same trust company?
 4 A. It's not the same trust.
 5 Q. Are you the trustee of the other trust
 6 that owns the Leonardo assets or Leonardo stock? I'm
 7 sorry. Are you the trustee of that trust as well?
 8 A. You know, I'm not certain.
 9 Q. What's the name of the trust?
 10 A. I believe it's Newfire.
 11 Q. Newfire Limited?
 12 A. I think it's Newfire Trust.
 13 Q. Where is Newfire Trust based?
 14 A. I believe that's a Grand Cayman trust but
 15 I -- again, I'm conjecturing so I don't really -- I
 16 would have to say I don't know.
 17 Q. I apologize, I'm figuring out how to
 18 write left-handed.
 19 A. I'd have access to that information but
 20 from recollection I don't know.
 21 Q. I'm going to take things a little out of
 22 order, so I apologize for that.
 23 For Di Giovanni, what do you understand
 24 his connection was to Dr. Rossi?
 25 A. I didn't have any understanding what his

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|--|--|
| <p style="text-align: right;">Page 30</p> <p>1 How many times have you spoken with him? 2 A. Just those two times. 3 Q. Where did you meet him the first time? 4 A. Both times were in my office. 5 Q. The first time, was that when your office 6 was still on Glades Boulevard? 7 A. Correct, in Boca Raton. The second time 8 was my office in Coral Springs. 9 Q. What was -- what did you discuss during 10 your meeting with Mr. Di Giovanni? 11 MR. LEON DE LA BARRA: Objection, that's 12 privileged. That's privileged. 13 BY MR. PACE: 14 Q. Is Mr. Di Giovanni your client? 15 MR. CHAIKEN: Mr. Johnson's client or 16 Mr. Leon's client? 17 MR. PACE: Mr. Johnson's client. I'm 18 pretty confident -- is that the basis for the 19 privilege, then okay. Come on. 20 MR. LEON DE LA BARRA: He formed a 21 trust. 22 BY MR. PACE: 23 Q. Seriously, if you want to take a break 24 and try to figure out if he's your client or not you 25 can do so, but otherwise is Mr. Di Giovanni your</p> | <p style="text-align: right;">Page 32</p> <p>1 Q. What was -- were you talking to Mr. Di 2 Giovanni about Raleigh? 3 A. No, about utilizing the E-Cat. 4 Q. What did he know about the E-Cat? 5 A. I think he had a grasp -- 6 MR. LEON DE LA BARRA: Objection. 7 Sorry. 8 THE WITNESS: Well, I don't know exactly 9 what he knew but when I was conversing with him 10 I think he had a general understanding of what 11 Dr. Rossi was doing with the E-Cat machine. 12 BY MR. PACE: 13 Q. Why was he interested in being the 14 beneficiary of the Platinum American Trust? 15 MR. CHAIKEN: Object to form. 16 THE WITNESS: I don't know why. 17 Financial gain I would presume. 18 BY MR. PACE: 19 Q. Did you tell him that there was going to 20 be any money paid out of the Platinum American Trust? 21 A. No. 22 Q. Did you tell him that Platinum American 23 Trust would ever get any dividends out of J.M. 24 Products? 25 A. No.</p> |
| <p style="text-align: right;">Page 31</p> <p>1 client? 2 A. I did not consider him my client, no. 3 Q. So what did you discuss with Mr. Di 4 Giovanni? 5 A. His ownership interest in the trust. 6 Q. What else did you discuss with him? 7 A. That was it, other than generalities of 8 the plant being located in Doral and J.M. producing 9 or attempting to use the power generated by the 10 plant. 11 Q. So let's talk about that. This is 12 sometime in June of 2014. What you're telling me is 13 you have a conversation with Mr. Di Giovanni. One of 14 the things you talk about is the plant in Doral? 15 A. Well, I don't know if it was located in 16 Doral at that time or not. 17 Q. Okay. So that's good to ask the 18 question. 19 So what do you recall about talking to 20 him -- was there a plant? Did J.M. Products have a 21 plant at that point? 22 A. There was -- well, J.M. Products never 23 had a plant, I mean until the one was constructed in 24 Doral adjacent to the E-Cat machine. But there was 25 one in Raleigh.</p> | <p style="text-align: right;">Page 33</p> <p>1 Q. Did you have any reason to believe that 2 J.M. Products would ever produce any profit? 3 MR. LEON DE LA BARRA: Objection. 4 THE WITNESS: I have -- again, J.M. 5 Products at that point was testing, 6 experimenting with things and so. 7 BY MR. PACE: 8 Q. I'm sorry. 9 A. Testing. 10 Q. At that point it was testing and 11 experimenting? J.M. Products wasn't doing anything 12 at that point -- 13 MR. LEON DE LA BARRA: Objection to 14 form. 15 BY MR. PACE: 16 Q. -- when you met Mr. Di Giovanni. I am 17 trying to understand. You said you think he invested 18 for financial gain. Isn't the reality there was no 19 prospect of financial gain for J.M. -- I'm just 20 asking about J.M. Products. 21 I'm not asking about whether you can make 22 money elsewhere through some other means, but just 23 J.M. Products. 24 A. At the point -- 25 MR. LEON DE LA BARRA: Objection to form.</p> |

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1 MR. CHAIKEN: Same objection.
 2 THE WITNESS: Yeah. Well, not at that
 3 time but it had the potential by utilizing the
 4 E-Cat machine.
 5 BY MR. PACE:
 6 Q. But it had no business plan? J.M.
 7 Products at the time you met with Mr. Di Giovanni had
 8 no business plan, correct?
 9 MR. CHAIKEN: Object to form.
 10 MR. LEON DE LA BARRA: Object to form.
 11 THE WITNESS: It was going to utilize the
 12 E-Cat machine for its power source.
 13 BY MR. PACE:
 14 Q. Is that the scope of the business plan?
 15 Is that the full business plan of J.M. Products?
 16 A. That was -- again, I wasn't involved in
 17 day-to-day operations of J.M. Products. I wasn't
 18 intended to be involved in it.
 19 Q. I understand. I'm asking you when you
 20 met with Mr. Di Giovanni, you said you think he might
 21 have invested for financial gain. I tend to think
 22 that that's unlikely, so I am trying to establish on
 23 what basis would he think there is financial gain.
 24 And what you've told me thus far is J.M. Products was
 25 being formed, correct?

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1 A. Correct.
 2 Q. It was somehow going to use the E-Cat
 3 technology, correct?
 4 A. Correct.
 5 Q. It was not going to own the E-Cat
 6 technology, correct?
 7 A. Correct.
 8 Q. You don't know what actually it was going
 9 to do with the E-Cat technology, correct?
 10 MR. LEON DE LA BARRA: Object to form.
 11 THE WITNESS: Correct.
 12 BY MR. PACE:
 13 Q. It had no -- at the time it had no
 14 employees, correct?
 15 A. That's correct.
 16 Q. You hadn't found Mr. Bass yet, correct?
 17 Either you or Dr. Rossi had not found Mr. Bass yet?
 18 A. That I'm not sure of, when they first
 19 connected, but I don't think so.
 20 Q. Okay. You never told Mr. Di Giovanni
 21 that there was any profit potential in owning J.M.
 22 Products, correct?
 23 MR. LEON DE LA BARRA: Objection to the
 24 form.
 25 THE WITNESS: Correct.

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1 BY MR. PACE:
 2 Q. Mr. Di Giovanni didn't put any money into
 3 the Platinum American Trust, correct?
 4 A. Not that I am aware of.
 5 Q. The Platinum American Trust didn't
 6 otherwise have any money, correct?
 7 MR. LEON DE LA BARRA: Objection, form.
 8 THE WITNESS: Again, not that I am aware
 9 of. Money could have gone into the bank account
 10 directly by a deposit or a wire transfer and I
 11 would not have been aware of that.
 12 BY MR. PACE:
 13 Q. Let me ask you though, just for when
 14 you're meeting with him in July of 2014. I
 15 understand what you're saying.
 16 Later -- I'm sorry, let me do this
 17 differently. Do I understand what you're saying,
 18 which is later a Bank of America account was opened
 19 in the name of J.M. Products, you don't know who did
 20 or did not put money into that account, correct?
 21 A. I don't know of all of the money that
 22 went into the account.
 23 Q. Understood. You knew some of the money
 24 that went into the account --
 25 A. Yes.

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1 Q. -- you don't know all of the money? But
 2 let me just -- I am talking about July of 2014 on.
 3 A. The account was established at Bank of
 4 America at about the same time as the corporation was
 5 created.
 6 Q. Okay. Do you have any reason to believe
 7 that money was put into that Bank of America account
 8 by Mr. Di Giovanni or by the Platinum American Trust
 9 in July of 2014?
 10 A. No, I have no reason to think there was.
 11 Q. Okay. Who else was at this meeting with
 12 Mr. Di Giovanni, the first one?
 13 A. Dr. Rossi.
 14 Q. What else -- so you talked about the
 15 Platinum American Trust?
 16 A. Correct.
 17 Q. You talked about the J.M. Products and
 18 the ownership of J.M. Products, correct?
 19 A. Correct.
 20 Q. Did you -- did you talk at all about what
 21 Mr. Di Giovanni did for a living?
 22 A. No.
 23 Q. You didn't receive -- you didn't actually
 24 receive any money from Mr. Di Giovanni on that day,
 25 correct?

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1 A. That's correct.
 2 Q. You said you met him -- I think I'll have
 3 to come back to that meeting a little bit but let me
 4 ask you, you said you met him two months ago. What
 5 was the reason for that meeting?
 6 I'm sorry, let me start that over again
 7 just to make sure I have it correct. Am I correct, I
 8 believe you testified that you met him about two
 9 months ago. Does that sound correct?
 10 A. That's right.
 11 Q. That's only the second time you met him,
 12 correct?
 13 A. Correct.
 14 Q. All right. So why did you meet him two
 15 months ago?
 16 A. I think he was with Dr. Rossi and it
 17 was -- Dr. Rossi had come to my office.
 18 Q. Did you talk to him?
 19 A. To Dr. Rossi?
 20 Q. Did you talk to Mr. Di Giovanni?
 21 A. Yes, I did.
 22 Q. What did you discuss with him?
 23 A. Just pleasantries.
 24 Q. What were the pleasantries?
 25 A. "How are you doing?" You know, "How do

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1 you like South Florida? How's the weather?" That's
 2 basically it.
 3 Q. Do you know whether -- do you believe at
 4 this time he was still living in Italy or do you
 5 believe at the time he had moved to Florida?
 6 A. I didn't know. I don't know.
 7 Q. You haven't had any other communication
 8 with Mr. Di Giovanni in terms of the trust?
 9 A. No.
 10 Q. So you don't send him annual updates on
 11 the trust?
 12 A. No.
 13 Q. Did he -- when you met him two months ago
 14 did he ask about the trust?
 15 A. No.
 16 Q. Did he ask about J.M. Products?
 17 A. No.
 18 Q. Did he ask about anything?
 19 A. No. Again, it was pleasantries. Again,
 20 I was not involved in the day-to-day operation of the
 21 facility itself, so any kind of questions like that I
 22 would have to say I don't know.
 23 Q. Why was Mr. -- Why was Dr. Rossi coming
 24 up to visit you?
 25 A. We had --

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1 MR. CHAIKEN: I'm going to instruct the
 2 witness to extent that it involves an
 3 attorney-client communication, you are
 4 instructed not to answer. If it didn't involve
 5 the provision of legal advice, then you can
 6 answer.
 7 THE WITNESS: It was for legal matters.
 8 BY MR. PACE:
 9 Q. Was Mr. Di Giovanni present?
 10 A. Yes, he was.
 11 Q. Was he necessary for the legal advice?
 12 A. No, he wasn't.
 13 Q. So what did you talk to Mr. Rossi about
 14 or Dr. Rossi about? I mean he was there. That's why
 15 he's giving you that.
 16 That's why you're getting the look from
 17 Mr. Rossi's counsel is Mr. Di Giovanni -- he wasn't
 18 involved in it, he just kind of came in and sat in
 19 the room while you talked to Dr. Rossi?
 20 A. Yes.
 21 Q. Okay. So what did you discuss?
 22 A. We discussed this case. We discussed Jim
 23 Bass -- Bass's employment, the termination of the
 24 sublease between Leonardo and J.M. Products.
 25 Q. So let's go through those different

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1 ones. I'm going to take them kind of in a differing
 2 order than you just gave them to me.
 3 Termination of the sublease. This is the
 4 sublease from Leonardo Corporation to J.M. Products
 5 of space at the Doral warehouse, correct?
 6 A. Correct.
 7 Q. J.M. Products never paid any rent to
 8 Leonardo, correct?
 9 A. There was an arrangement for monies to be
 10 paid based upon what was produced, I believe.
 11 Q. Let me rephrase that. Actually, let me
 12 say the same thing and let's see if you answer my
 13 question this time.
 14 J.M. Products never paid any rent to
 15 Leonardo Corporation? I am asking you actually paid
 16 rent to Leonardo Corporation.
 17 MR. LEON DE LA BARRA: Objection to form.
 18 THE WITNESS: Not that I am aware of.
 19 BY MR. PACE:
 20 Q. We're going to talk in a little bit and
 21 we got some documents about what some arrangements
 22 were made, but there was actually no payment that you
 23 were aware of?
 24 A. Yeah, remember Diane Annesser, the
 25 bookkeeper and accountant handles the payment of the

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1 bills for J.M. Products so there could have been but
2 not that I am aware of.
3 Q. Do you have any basis to believe that a
4 single rent payment was made by J.M. Products to
5 Leonardo Corporation?
6 A. Not that I am aware of.
7 Q. All right. And what was discussed about
8 terminating the sublease?
9 A. The fact that it had been terminated and
10 that -- what was the status of both sides of the
11 facility.
12 Q. Were you a -- had you been named -- at
13 the time of this meeting had you been named as a
14 party?
15 A. I believe so.
16 Q. So it must have been -- I know you say a
17 couple of months ago but I am just trying to figure
18 it out.
19 So it must have been at least after
20 August. Let me rephrase. Let me do this
21 differently. How confident are you this meeting was
22 a couple of months ago as opposed to three months ago
23 or four months ago?
24 A. It was in 2000 and --
25 Q. It was definitely 2016, correct?

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1 A. Yeah, had to be. I think after
2 Thanksgiving.
3 Q. Are you --
4 A. I'm not --
5 Q. I'm trying to figure out is there some
6 touchstone you could go to to say I know it had to be
7 after Thanksgiving because my grandkids were down or
8 must have been before a certain time?
9 So naming in the lawsuit is a helpful
10 touch point, right? You were named in the lawsuit in
11 August of 2016, so if you were already a party in the
12 lawsuit it must have been after at least August 2016?
13 A. That's correct.
14 Q. I am trying to find out if there is any
15 other way of narrowing it. Maybe as we talk about
16 the conversation that will help.
17 A. Okay.
18 Q. So you asked about what was going on on
19 both sides of the warehouse?
20 A. Yeah, it was just informational really.
21 Q. What were you told?
22 A. That the E-Cat machine had been shut
23 down. I believe it had been shut down at that time.
24 It was under basically lock and key and that
25 Dr. Rossi was working on the J.M. side of the

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1 facility and was hoping to keep the facility going.
2 Q. Keep what facility going?
3 A. The J.M. Products side of the facility.
4 MR. LEON DE LA BARRA: You guys want to
5 take a break, fix all the exhibits.
6 MR. PACE: I don't want to fix all the
7 exhibits but if you want to keep going, I'm
8 happy to keep going.
9 THE WITNESS: I don't mind.
10 MR. PACE: Let's mark this as Exhibit 2,
11 3 and 4.
12 (The document referred to was thereupon
13 marked Johnson Exhibit 2 for Identification, a copy
14 of which is attached hereto.)
15 (The document referred to was thereupon
16 marked Johnson Exhibit 3 for Identification, a copy
17 of which is attached hereto.)
18 (The document referred to was thereupon
19 marked Johnson Exhibit 4 for Identification, a copy
20 of which is attached hereto.)
21 BY MR. PACE:
22 Q. Mr. Johnson, so you have got now in front
23 of you Johnson Exhibit 2, 3 and 4. Let me start you
24 with what should be 2 there, which is a picture of a
25 warehouse with a container.

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1 Have you ever seen that warehouse or that
2 container?
3 A. No, I have not.
4 MR. LEON DE LA BARRA: Copies?
5 BY MR. PACE:
6 Q. Looking at Exhibit 3 and 4, have you ever
7 seen that -- that equipment before?
8 A. No. Although when I was in Raleigh, I
9 don't know if it's the same machine or a different
10 machine, but something similar was in Raleigh.
11 Q. So if you can do me -- that will help me
12 if you can identify it by picture. You were looking
13 at which exhibit in front of you?
14 MR. LEON DE LA BARRA: Chris, give me a
15 second, if I may. I have the wrong exhibits.
16 Those two, I think I'm missing the fourth
17 exhibit. Thank you.
18 BY MR. PACE:
19 Q. I'm sorry, let's use -- if we can
20 identify it by the picture there. What is it that
21 you think you saw in Raleigh?
22 A. What appears to be a shipping container.
23 Q. We're looking at Exhibit 2?
24 A. 2.
25 Q. So what you see in Exhibit 2 appears to

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| <p style="text-align: right;">Page 46</p> <p>1 be a shipping container you had seen previously? 2 A. Again, I don't know if it's the same 3 container or a different container. 4 Q. Understood. I'm sorry, let me ask you 5 differently. Understanding you don't know if it's 6 the exact same container, when you were in Raleigh 7 previously, and we will talk about that meeting in a 8 little bit, but when you were in Raleigh previously 9 you believe you saw a container that at least looked 10 similar to that one? 11 A. Correct. 12 Q. You said about the next two pictures as 13 well, you said that looked like equipment you had 14 also seen in Raleigh, North Carolina? 15 A. Again, I was not inside the container in 16 Raleigh. 17 Q. Let me ask you the question again. 18 Looking at Exhibit 3 and Exhibit 4, when you were 19 just looking at those a second ago -- 20 A. Yeah. 21 Q. -- you told me that that looks like 22 equipment you saw in Raleigh, North Carolina. 23 A. No, not 3 and 4 because I was never 24 inside the container in Raleigh. 25 Q. Got it. Understood. I'm sorry, I</p> | <p style="text-align: right;">Page 48</p> <p>1 MR. LEON DE LA BARRA: Objection to form. 2 THE WITNESS: No. 3 BY MR. PACE: 4 Q. I got us sidetracked here for a little 5 bit. 6 You were talking about when you met with 7 Dr. Rossi and Mr. Di Giovanni, you were talking about 8 both sides of the warehouse, what was being done at 9 both sides of the warehouse? 10 A. Correct. 11 Q. You were told by Dr. Rossi that he was 12 working on the J.M. Products side of the warehouse? 13 A. That's my recollection, yes. 14 Q. Did he tell you what he was doing on that 15 side of the warehouse? 16 A. No. I presume that's why -- that's why 17 Francesco Di Giovanni was here, I think, to visit 18 with Dr. Rossi. 19 Q. And find out what was going on at the 20 warehouse? 21 A. That's what I presumed, yes. 22 Q. That would be consistent with the nature 23 of your meeting with Mr. Di Giovanni and Dr. Rossi, 24 talking about these subject areas? 25 A. Yes.</p> |
| <p style="text-align: right;">Page 47</p> <p>1 misunderstood. So it's only Exhibit 2 looks like -- 2 looks like something you also saw in Raleigh, North 3 Carolina but not Exhibit 3 and 4? 4 A. Correct. 5 Q. And from Exhibit 3 and 4 do you see -- 6 what do you see in Exhibit 3? 7 A. In 3 it looks to be a picture inside a 8 container with piping that is serpentine with the top 9 four rows that are insulated. 10 Q. And how about on the next picture? I'm 11 sorry. 12 A. Exhibit 4. 13 Q. I should use numbers, Exhibit 4. I 14 apologize. 15 A. On Exhibit 4 -- let's see. I see across 16 the top appears to be piping that is insulated. In 17 the middle, again, insulated piping. Again, I don't 18 have any scientific background but it looks like some 19 type of bypass. 20 Q. Kind of the bottom part of the picture? 21 A. Yeah, where steam or water could go 22 through here or it could go through the box. 23 Q. Understood. Do you see any process in 24 there that you would identify as a manufacturing 25 process?</p> | <p style="text-align: right;">Page 49</p> <p>1 Q. You understand he's interested in that 2 issue because he is the owner of the Platinum 3 American Trust, which in turn is the owner of J.M. 4 Products, which in turn has been sued in the lawsuit? 5 A. Correct, but I think the purpose of the 6 visit was for these other matters and this was a 7 sideline. 8 Q. Okay. How did the issue of the sublease 9 come up and the termination of the sublease? 10 A. It's just that it was terminated by 11 Fernando Aran on behalf of J.M. and I was just 12 curious as to what was happening with the facility. 13 Q. What were you told was going on on the 14 Leonardo side of facility? 15 A. Again, it was shut down, locked up. 16 Q. Was the whole facility shut down and 17 locked up or was it just the containers shut down and 18 locked up? 19 A. I don't know. I presumed it was the 20 machine itself and not the facility. 21 Q. Because, for example, people would be 22 coming in and out of that facility? 23 A. Right. 24 MR. LEON DE LA BARRA: Objection to form. 25 THE WITNESS: At least as to the J.M.</p> |

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| <p style="text-align: right;">Page 50</p> <p>1 side.</p> <p>2 BY MR. PACE:</p> <p>3 Q. Do you know what happened as to any</p> <p>4 equipment or any personal property that was at that</p> <p>5 location that belonged to J.M. Products?</p> <p>6 A. No.</p> <p>7 Q. Are you aware of whether any of the</p> <p>8 property -- any property or devices or equipment at</p> <p>9 that location, are you aware whether anything there</p> <p>10 ever belonged to J.M. Products?</p> <p>11 A. I presume that the facility on the J.M.</p> <p>12 side belonged to J.M. Products, yes.</p> <p>13 Q. And why do you presume that?</p> <p>14 A. Because J.M. was utilizing the power from</p> <p>15 the E-Cat and that was my presumption, they owned it.</p> <p>16 Q. You said J.M. was utilizing the power</p> <p>17 from the E-Cat. You are saying that you know it was</p> <p>18 utilizing it, you're saying you think or you were</p> <p>19 told it was utilizing it?</p> <p>20 MR. LEON DE LA BARRA: Objection to form.</p> <p>21 THE WITNESS: Again, I had never been to</p> <p>22 the facility. I was told it was being</p> <p>23 utilized.</p> <p>24 BY MR. PACE:</p> <p>25 Q. You were told by Dr. Rossi that it was</p> | <p style="text-align: right;">Page 52</p> <p>1 Dr. Rossi because he was billing by the hour.</p> <p>2 He would come by my office to pick up his</p> <p>3 check and so sometimes we would go out to lunch.</p> <p>4 Sometimes he'd just come into my office and the gist</p> <p>5 of the conversations were how are things going and he</p> <p>6 would say he's got me working on this or that and</p> <p>7 things seemed to be going good.</p> <p>8 Q. I want to come back -- we'll go through</p> <p>9 kind of in detail your discussions with Jim Bass but</p> <p>10 for present purposes, just thinking a little about</p> <p>11 timing here too, for present purposes I just want to</p> <p>12 ask about what he told you about any use of steam</p> <p>13 power being provided by Leonardo.</p> <p>14 So did he ever -- let me ask. What did</p> <p>15 he tell you as to how that steam power is being used?</p> <p>16 A. Nothing.</p> <p>17 Q. Okay. He had mentioned at one point</p> <p>18 platinum sponges though, correct?</p> <p>19 A. I think that at one of those</p> <p>20 conversations we -- platinum sponge came up.</p> <p>21 Q. But otherwise Bass didn't provide you any</p> <p>22 usage that J.M. Products was making of the power</p> <p>23 supposed to be provided by Leonardo?</p> <p>24 MR. CHAIKEN: Object to form.</p> <p>25 MR. LEON DE LA BARRA: Join.</p> |
| <p style="text-align: right;">Page 51</p> <p>1 being utilized?</p> <p>2 A. Correct, and Jim Bass.</p> <p>3 Q. And you were told by Jim Bass. Did Jim</p> <p>4 Bass ever tell you how -- I think this goes back to</p> <p>5 our conversation but I just want to make sure I am</p> <p>6 not missing something.</p> <p>7 How many times did you have conversations</p> <p>8 with Mr. Bass about what was -- what J.M. Products</p> <p>9 was supposedly doing or not doing with the power</p> <p>10 being provided, the steam power being provided from</p> <p>11 Leonardo Corporation?</p> <p>12 MR. CHAIKEN: Object to form.</p> <p>13 MR. LEON DE LA BARRA: Join.</p> <p>14 THE WITNESS: Probably had five or six</p> <p>15 conversations with him regarding that.</p> <p>16 BY MR. PACE:</p> <p>17 Q. Okay. Let's go through those</p> <p>18 conversations, just so I can get an understanding.</p> <p>19 What do you recall the first conversation</p> <p>20 with Mr. Bass on that subject?</p> <p>21 A. A little background. J.M. would write a</p> <p>22 check payable to Jim Bass's corporation for work that</p> <p>23 he had done and he would send the invoice to my</p> <p>24 office and we would cut him a check for that invoice,</p> <p>25 after it being reviewed by the bookkeeper and by</p> | <p style="text-align: right;">Page 53</p> <p>1 THE WITNESS: No, we didn't discuss</p> <p>2 that.</p> <p>3 BY MR. PACE:</p> <p>4 Q. All right. Did you have knowledge of</p> <p>5 that from any other source? You are the president of</p> <p>6 J.M. Products.</p> <p>7 Did you have any knowledge as to what was</p> <p>8 being done -- from any other source, in terms of what</p> <p>9 was being done with the steam power being provided to</p> <p>10 J.M. Products?</p> <p>11 A. No.</p> <p>12 Q. Do you have any idea of how much steam</p> <p>13 power would be provided by the plant that Leonardo</p> <p>14 was operating if it was operating as Leonardo</p> <p>15 claimed?</p> <p>16 MR. LEON DE LA BARRA: Object to form.</p> <p>17 THE WITNESS: The only information I</p> <p>18 would have on that is what the term sheet</p> <p>19 provided.</p> <p>20 BY MR. PACE:</p> <p>21 Q. All right. Do you know what it means --</p> <p>22 A. And what the license agreement provided</p> <p>23 as to the trial period. I think it was one kilowatt.</p> <p>24 Q. Does one megawatt --</p> <p>25 A. Again, I don't know. Whatever those</p> |

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1 documents provide is -- and I was told meeting or
 2 exceeding those requirements.
 3 Q. Do you know how much one megawatt of
 4 power would -- what that equates to?
 5 A. No.
 6 Q. Do you realize it equates to a small
 7 residential housing division?
 8 MR. LEON DE LA BARRA: Object to form.
 9 MR. CHAIKEN: Object to form.
 10 THE WITNESS: Again, I have no concept of
 11 what that would be.
 12 BY MR. PACE:
 13 Q. Has anyone described to you that the
 14 amount of power coming out -- that was supposed to be
 15 coming out of the Leonardo plant would be enough to,
 16 you know, power a small subdivision or several large
 17 apartment buildings or anything of that nature?
 18 MR. LEON DE LA BARRA: Object to form.
 19 THE WITNESS: Jim Bass and I had that
 20 conversation. He said this thing could be
 21 utilized to power a subdivision.
 22 BY MR. PACE:
 23 Q. Okay.
 24 A. That was the extent of any discussions we
 25 ever had regarding this.

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1 Q. He's referring to the one plant, correct?
 2 A. Yeah.
 3 Q. He was referring to that one plant. And
 4 you never looked any further into the idea of how is
 5 J.M. Products using enough power to, you know, power
 6 an entire subdivision of residences in its
 7 operations?
 8 A. No, it wasn't my job.
 9 Q. You were the president of J.M. Products
 10 though, correct?
 11 A. Right, but I was not involved in what
 12 J.M. Products was doing. I was involved in keeping
 13 the corporation straight and, again, the creation of
 14 the trust, that sort of thing. I wasn't involved in
 15 day-to-day operations.
 16 Q. And the only person you are aware of who
 17 is involved in day-to-day or involved more regularly
 18 than you was who?
 19 A. Again, my involvement was next -- was
 20 nothing really in the day-to-day operations.
 21 Q. Who had more involvement?
 22 A. Dr. Rossi. I have been told that
 23 Industrial Heat had representatives there often.
 24 Q. I'm sorry, I am asking about where -- we
 25 will talk about what I think you're covering but my

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1 question was a little bit different.
 2 I was asking about the operations of J.M.
 3 Products. I'm sorry.
 4 A. Okay.
 5 Q. You may have the same answer. I
 6 apologize, I just want to make sure I'm clear.
 7 Who was involved in -- who had more
 8 involvement in the operations of J.M. Products than
 9 you?
 10 A. Again, my involvement was next to none
 11 but it would be Dr. Rossi, James Bass, for a time I
 12 believe Fulvio Fabiani.
 13 Q. What was Dr. Rossi's involvement with
 14 J.M. Products operations?
 15 A. Basically ran it.
 16 Q. We have got a number of documents after
 17 we take a break reflecting some of this, but what
 18 was -- what was Mr. Fabiani's involvement in the
 19 operations of J.M. Products?
 20 A. I believe he was assisting Dr. Rossi.
 21 Q. Do you know any more details than that?
 22 A. No. Again, it's engineering. Not my
 23 bailiwick.
 24 Q. Had you ever meet -- had you ever met
 25 Mr. Fabiani?

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1 A. Yes, I have.
 2 Q. On how many occasions?
 3 A. Twice.
 4 Q. Before I get into any substance of it, is
 5 he a client of yours?
 6 A. He is.
 7 Q. In what capacity?
 8 A. I created his corporation.
 9 Q. Is that US Quantum Leap?
 10 A. That's correct.
 11 Q. Is he still a client of yours or is he a
 12 former client?
 13 A. As to the corporation, I still consider
 14 him my client. I mean --
 15 Q. As to the corporation, I'm not quite sure
 16 what that means.
 17 Do you maintain -- does your office still
 18 maintain that corporation for Mr. Fabiani?
 19 A. Correct.
 20 Q. I think the most recent filings were done
 21 by Ms. Annesser. Would she still be doing the
 22 corporate filings if you were still maintaining the
 23 company?
 24 A. We were probably in discussions with
 25 Diane Annesser daily as to who is going to do what on

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1 the various corporations that are involved.
 2 Q. Okay. So how long have you known
 3 Ms. Annesser?
 4 A. It's got to be 2013, maybe '12.
 5 Q. And how is it you first met her, I mean
 6 professional interaction?
 7 A. It was -- I had some clients that had
 8 purchased properties on South Beach and they were
 9 looking for an accountant and one of them had come
 10 across Diane Annesser, introduced me to her and I
 11 believe a bunch of other clients. These Italians all
 12 know each other so they ended up all gravitating to
 13 her.
 14 Q. Okay.
 15 A. That's because they were foreigners but
 16 investing in US real estate.
 17 Q. So the common tie were these were Italian
 18 citizens or people originally from Italy who are now
 19 all investing in real estate somewhere in South
 20 Florida?
 21 A. Correct.
 22 Q. So what were the two times you met with
 23 Mr. Fabiani?
 24 A. I believe when his corporation was first
 25 created and then again in Raleigh, North Carolina.

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1 That was the first time I met him, in Raleigh.
 2 Q. In terms of meeting him in Raleigh, how
 3 many -- how many times did you go to Raleigh, North
 4 Carolina? Let me just ask the broad question. It
 5 might make it even easier.
 6 How many times have you been to Raleigh,
 7 North Carolina?
 8 A. Once.
 9 Q. Once. So the time when you met with
 10 Mr. Fabiani was the same time that you met with
 11 individuals at Industrial Heat?
 12 A. That's correct. In fact, he picked us up
 13 from the airport, Dr. Rossi and I.
 14 Q. Mr. Fabiani picked you up?
 15 A. Correct.
 16 Q. Okay. And do you recall what -- that was
 17 in 2014, correct?
 18 A. Yeah, I don't recall the exact date but I
 19 think the airline tickets and all that have been
 20 produced, so the date is available. 2014, that was
 21 right.
 22 Q. You talked to me about the Rossi
 23 involvement in J.M. Products and the Fabiani
 24 involvement in J.M. Products. What was the Bass
 25 involvement in the operation of J.M. Products?

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1 A. Dr. Rossi said he needed an electrical
 2 engineer. I think that at some point Fulvio Fabiani
 3 was not involved.
 4 He -- I believe that Fulvio and Jim Bass
 5 were both electrical engineers and this was to, from
 6 what I understand, work on not the E-Cat machine but
 7 to work on processors or controllers for utilizing
 8 them.
 9 Q. Let me see if I can understand that a
 10 little bit. So Mr. -- Your understanding is that
 11 Mr. Bass and Mr. Fabiani had a similar skill set or
 12 certain similarities in their skill set in terms of
 13 being electrical engineers, correct?
 14 A. Correct.
 15 Q. Your understanding was that there was
 16 something that Mr. Bass -- is there something
 17 Mr. Bass knew how to develop or build that
 18 Mr. Fabiani did not or is it the idea they would work
 19 together on whatever additional equipment was going
 20 to be created?
 21 MR. LEON DE LA BARRA: Object to form.
 22 MR. CHAIKEN: Object to form.
 23 THE WITNESS: I am not certain, but it
 24 was my impression that they both had similar
 25 skill sets.

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1 BY MR. PACE:
 2 Q. Were they going to be -- I'm sorry, I
 3 will ask -- this is a far easier way of asking the
 4 question.
 5 Was it your understanding that they were
 6 going -- that Mr. Bass and Mr. Fabiani were going to
 7 be working together or they were going to be working
 8 on separate and distinct projects?
 9 A. They would be working together on the
 10 J.M. side of the facility but I understood that
 11 Mr. Fabiani was also working with Dr. Rossi on the
 12 Leonardo side of the facility.
 13 Q. And on the J.M. side of the facility what
 14 you understood is Mr. Bass, Mr. Fabiani were working
 15 on what? I think you were just talking about
 16 circuits boards.
 17 A. Controllers to control the process and I
 18 think they were working on some type of robotic
 19 process to produce things. But again, that was just
 20 my impression. They would be the two to ask.
 21 Q. Are these controllers for -- controllers
 22 for what? Are they controlling the E-Cat or are they
 23 controlling something on the J.M. Products side?
 24 A. The one Jim Bass was working on was for
 25 the J.M. Products side, I believe.

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1 A. Again, I think this was one of the terms
 2 of the license agreement, I believe, that this had to
 3 be produced.
 4 Q. Okay. In fact, this is May 10th and you
 5 don't send -- as of May 10th that \$10 million is
 6 still being held by you in escrow, correct?
 7 A. Correct.
 8 Q. Did you ever -- did you ever meet Ruggero
 9 Giunti -- I'm actually part Italian, believe it or
 10 not. Pace is Pace. You think I would be far better
 11 at this. Ruggero Giunti?
 12 A. No, I have not ever met him.
 13 Q. Do you know anything about him?
 14 A. No, I don't.
 15 MR. LEON DE LA BARRA: Objection.
 16 BY MR. PACE:
 17 Q. So you were -- you were not involved in
 18 securing his services?
 19 A. No, I was not.
 20 Q. And after he provided this validation,
 21 you do not -- you didn't have any occasion to have a
 22 discussion with him about this verification notice?
 23 A. No.
 24 Q. So essentially you -- under -- as you
 25 recall under the escrow agreement you were entitled

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1 to accept the IP verification notice as written or as
 2 provided to you?
 3 A. Correct, and I think that there was some
 4 further terms that the parties had to authorize
 5 release of the money or something like that.
 6 Q. I apologize. I am not trying to say that
 7 there weren't additional conditions. I meant as to
 8 the -- the IP verification notice condition, you were
 9 entitled to rely on an IP verification notice without
 10 having to actually, for example, follow-up and call
 11 somebody and say, hey, Mr. Giunti, I need to know
 12 that you signed this document or that you really
 13 believe it or anything of that nature?
 14 A. That's correct.
 15 MR. LEON DE LA BARRA: Objection.
 16 THE WITNESS: I believe it was a
 17 condition to the license agreement that this was
 18 attached in blank and it was to be provided if
 19 everything worked.
 20 BY MR. PACE:
 21 Q. Let me cover just a few more documents
 22 before we take a break, if I can. Let's start with
 23 the incorporation. That's Exhibit 11.
 24 (The document referred to was thereupon
 25 marked Johnson Exhibit 11 for Identification, a copy

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1 of which is attached hereto.)
 2 MR. LEON DE LA BARRA: Do you have extra
 3 copies or should we share this one?
 4 MR. PACE: Yes, we've got an extra one.
 5 MR. LEON DE LA BARRA: Thank you.
 6 MR. CHAIKEN: Thank you.
 7 BY MR. PACE:
 8 Q. Mr. Johnson, just looking here at what we
 9 have marked as Exhibit 11, we have been talking about
 10 J.M. Products today but in fact when the company was
 11 originally formed it was called J.M. Chemical
 12 Products, Inc. correct?
 13 A. That's correct.
 14 Q. Does this reflect, what we're looking at
 15 here, the articles of incorporation you filed for
 16 creating J.M. Chemical Products, Inc.?
 17 A. Yes, it is.
 18 Q. You see here that it was June 27th of
 19 2014. Is that consistent with your recollection of
 20 when J.M. Products was formed?
 21 A. Yes.
 22 Q. And this was shortly after the creation
 23 of the Platinum American Trust?
 24 A. I believe it was -- the effective date?
 25 Q. The effective date of the Platinum

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1 American Trust is effective June 14, 2014.
 2 A. Okay.
 3 Q. I guess my question was a little
 4 different, I apologize. I'm trying to see if this
 5 gives you context.
 6 You had said that it was not necessarily
 7 signed on June -- it may have been signed on June
 8 14th, the Platinum American Trust, but it may have
 9 been signed a few days before or a little bit
 10 afterwards. Then you had testified that you recall
 11 that it was kind of -- that it was signed right
 12 around or in conjunction with creating J.M.
 13 Products.
 14 I'm just asking you if J.M. Products was
 15 actually opened or created in June 2014 -- I'm sorry,
 16 June 27 of 2014 --
 17 A. Correct.
 18 Q. -- does that give you any recollection as
 19 to whether the Platinum American Trust was signed off
 20 on before or after or the same day?
 21 MR. LEON DE LA BARRA: Objection to
 22 form.
 23 BY MR. PACE:
 24 Q. It doesn't?
 25 A. No, it doesn't.

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1 Q. Sometimes these things refresh
 2 recollection, sometimes they don't. Why was it
 3 called the Platinum American Trust? Who came up with
 4 that name?
 5 A. I believe Dr. Rossi did, and it was just
 6 a name.
 7 Q. You didn't ask for the basis for the
 8 name?
 9 A. No, I did not.
 10 Q. Who came up with the name J.M. Chemical
 11 Products, Inc.?
 12 A. I believe that would have been
 13 Dr. Rossi.
 14 Q. Do you know what the basis was for coming
 15 up with that name?
 16 A. No, I do not.
 17 Q. Looking at the J.M. Chemical Products,
 18 Inc., what's here as Exhibit 11, they have a
 19 principal office listed on the second page of that
 20 exhibit, if you look at it. Principal office is
 21 listed as 790 -- I'm sorry, 7900 Glades Road, Suite
 22 530 in Boca Raton.
 23 That's your law office, correct?
 24 A. That's correct.
 25 Q. And at this time you weren't aware that

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1 -- at this time J.M. Chemical Products didn't have
 2 any other locations?
 3 A. That's correct.
 4 Q. You were listed as the shareholder of --
 5 well, I misspoke. I apologize. On the top of page 3
 6 you are listed as the director of J.M. Chemical
 7 Products, correct?
 8 A. Yes. Yes.
 9 Q. Your are listed as the president of J.M.
 10 Chemical Products, correct?
 11 A. Yes.
 12 Q. You are listed as the secretary of J.M.
 13 Chemical Products?
 14 A. Yes.
 15 Q. And you are listed as the treasurer of
 16 J.M. Chemical Products?
 17 A. Correct.
 18 Q. Has there ever been any other president
 19 of J.M. Chemical Products?
 20 A. No.
 21 Q. Has there ever been any other president
 22 of J.M. Products?
 23 A. No.
 24 Q. Has there ever been any other secretary
 25 of either J.M. Chemical Products or J.M. Products?

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1 A. No.
 2 Q. Has there ever been any other director of
 3 J.M. Chemical Products or J.M. Products?
 4 A. No.
 5 Q. Did J.M. Chemical Products ever issue
 6 shares?
 7 A. Physical shares, no.
 8 Q. Did J.M. Products ever create any shares,
 9 to the best of your knowledge?
 10 MR. CHAIKEN: Object to form.
 11 MR. LEON DE LA BARRA: Object to form.
 12 THE WITNESS: No, they were authorized.
 13 BY MR. PACE:
 14 Q. You're getting at what I was getting at.
 15 You were authorized to have the shares, but no shares
 16 were actually ever issued by the corporation?
 17 A. That's correct.
 18 Q. All right. These are going to be easy
 19 questions but I am going to ask them anyway right
 20 before we take the break. It makes sense, I think.
 21 There was never any board meetings of
 22 J.M. Chemical Products or J.M. Products, correct?
 23 MR. LEON DE LA BARRA: Object to form.
 24 THE WITNESS: Board meetings, no.
 25 BY MR. PACE:

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1 Q. There were never any executive meetings
 2 of the executives of J.M. Chemical Products or J.M.
 3 Products, correct?
 4 MR. LEON DE LA BARRA: Object.
 5 THE WITNESS: It's hard to meet with
 6 yourself.
 7 BY MR. PACE:
 8 Q. I'm just asking the kind of basic
 9 questions before we take our break.
 10 There was never any shareholder meeting
 11 of J.M. Chemical Products or J.M. Products?
 12 MR. LEON DE LA BARRA: Object to form.
 13 THE WITNESS: No.
 14 BY MR. PACE:
 15 Q. There was never any action taken by the
 16 shareholders of J.M. Chemical Products or J.M.
 17 Products by written consent in lieu of a shareholder
 18 meeting, correct?
 19 MR. LEON DE LA BARRA: Object to form.
 20 THE WITNESS: That's correct.
 21 BY MR. PACE:
 22 Q. In fact, J.M. Chemical Products and J.M.
 23 Products has taken no corporate action other than to
 24 perpetuate its existence with the State of Florida --
 25 MR. LEON DE LA BARRA: Object to form.

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| | |
|---|---|
| <p style="text-align: right;">Page 94</p> <p>1 MR. CHAIKEN: Object to form. 2 BY MR. PACE: 3 Q. -- correct? 4 A. Essentially, yes. 5 Q. All right. Are you being provided 6 indemnification by J.M. Chemical Products or J.M. 7 Products? 8 MR. CHAIKEN: Object to form. 9 MR. LEON DE LA BARRA: Object to form. 10 THE WITNESS: Article X provides in the 11 articles of incorporation: "The corporation 12 shall indemnify any officer or director or any 13 former officer of director, to the full extent 14 permitted by law." So I guess the answer would 15 be yes. 16 BY MR. PACE: 17 Q. You are being indemnified? 18 A. According to the articles. 19 Q. Maybe I should phrase it differently 20 then. 21 Other than what you just read in the 22 articles, do you have any basis to believe that you 23 are being indemnified by J.M. Products or J.M. 24 Chemical Products? 25 A. No, other than what the articles provide.</p> | <p style="text-align: right;">Page 96</p> <p>1 conversation, just to give me these answers. 2 Did you talk with anyone during your 3 lunch break? 4 A. Yes, I did. 5 Q. With whom did you talk during your lunch 6 break? 7 A. These three gentlemen. 8 Q. And that would be your lawyer, Andrea 9 Rossi and the lawyer for Andrea Rossi? 10 A. Right, and Mr. Rossi -- Dr. Rossi. 11 Q. Again, give your lawyer a chance to 12 object. What did you discuss during your lunch 13 break? 14 MR. LEON DE LA BARRA: Objection, 15 privilege. 16 MR. PACE: You are instructing him -- 17 MR. LEON DE LA BARRA: Do not answer 18 that. 19 BY MR. PACE: 20 Q. Don't answer. Did you discuss your 21 testimony from this morning and early afternoon 22 during your break with -- during your break? 23 MR. LEON DE LA BARRA: Objection, you 24 don't have to answer that. 25 BY MR. PACE:</p> |
| <p style="text-align: right;">Page 95</p> <p>1 Q. I'm sorry, my question was poorly asked 2 before. We're at a little but after 11:30. Should 3 we take a -- like a one hour break, 45 minute break? 4 MR. CHAIKEN: 12:30 you mean, Chris? 5 MR. PACE: What did I just say? 6 MR. CHAIKEN: 11:30. 7 MR. PACE: I apologize. Let's go off the 8 record and figure out the duration or figure out 9 the time. 10 THE VIDEOGRAPHER: Going off the record. 11 The time is 12:33. 12 (Thereupon a lunch recess was taken, 13 after which the following proceedings were had.) 14 THE VIDEOGRAPHER: Good afternoon. We're 15 now back on the record. The time is 1:47. This 16 is media number three. 17 BY MR. PACE: 18 Q. Mr. Johnson, first I'm going to start by 19 reminding you that are you are still under oath. Do 20 you understand that? 21 A. Correct. 22 Q. I am also going to ask you questions as 23 we did before, which is the last time I have to ask 24 today, but just remember I'm asking you originally 25 not to tell me about the substance of any</p> | <p style="text-align: right;">Page 97</p> <p>1 Q. You are going to follow that instruction, 2 those instructions? 3 A. Yes, I am. 4 Q. Let me resume around where we left off. 5 We left off with the incorporation document for J.M. 6 Chemical Products. 7 I am going to hand you what I marked as 8 Exhibit 12, Johnson Exhibit 12. 9 (The document referred to was thereupon 10 marked Johnson Exhibit 12 for Identification, a copy 11 of which is attached hereto.) 12 BY MR. PACE: 13 Q. So this is a -- this is changing the name 14 of J.M. Chemical Products to J.M. Products, correct? 15 A. Correct. 16 Q. And this was done September 2014, 17 correct? 18 A. Yes, it was. 19 Q. And J.M. Chemical Products had only been 20 incorporated in the very end of June 2014, correct? 21 A. Yes. 22 Q. Why was it that you changed the name of 23 J.M. Chemical Products to J.M. Products in September 24 of 2014? 25 A. Looking to rent a facility we were</p> |

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1 running into some problems with landlords questioning
 2 the name, Chemical.
 3 Q. When you say we were trying to rent a
 4 facility, what was your role in connection with
 5 renting a facility?
 6 A. Reviewing the proposed leases.
 7 Q. Who was actually out there meeting with
 8 landlords and trying to find a facility?
 9 A. Dr. Rossi and I believe some real estate
 10 agents that he had employed.
 11 Q. Do you know who those real estate agents
 12 are?
 13 A. No.
 14 Q. What is it your understanding is of the
 15 problem that was being had with the landlords?
 16 A. They were just questioning what do you
 17 do, are you manufacturing chemicals, what kind of
 18 chemicals are they, that kind of thing.
 19 Q. Were they concerned with having chemical
 20 operations at their real estate locations?
 21 A. Correct.
 22 Q. As somebody that is familiar with real
 23 estate and businesses involved in real estate, that's
 24 not a surprising concern, of real estate owners
 25 voicing about having chemical operations at their

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1 plant, at their locations, correct?
 2 MR. LEON DE LA BARRA: Objection.
 3 THE WITNESS: Correct.
 4 BY MR. PACE:
 5 Q. That's because chemical -- using those
 6 kind of chemicals, they could cause environmental
 7 damage, they could cause damage to the property or
 8 they could even be explosive, correct?
 9 MR. CHAIKEN: Object to form.
 10 MR. LEON DE LA BARRA: Object to form.
 11 THE WITNESS: Depending what kind of
 12 chemicals, yes.
 13 BY MR. PACE:
 14 Q. Why was the name -- I think you testified
 15 earlier today that the name originally was selected
 16 by Andrea Rossi; is that correct?
 17 A. Correct.
 18 Q. Do you know why it was selected to be
 19 J.M. Chemical Products?
 20 MR. CHAIKEN: Object to form.
 21 THE WITNESS: No, I don't.
 22 MR. LEON DE LA BARRA: Join.
 23 BY MR. PACE:
 24 Q. Was it your understanding that J.M.
 25 Chemical Products would be involved somehow in a

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1 chemical product?
 2 A. Yes.
 3 Q. What chemical product?
 4 A. At some point I learned it was platinum
 5 sponge, but I don't know if I knew that when it was
 6 created or the name was changed.
 7 Q. Whose idea was it to change the name of
 8 the company to J.M. Products from J.M. Chemical
 9 Products?
 10 A. Dr. Rossi.
 11 Q. Did you have any further discussion or
 12 input on the changing of the name of the company?
 13 A. No.
 14 Q. Did changing the name of the company to
 15 eliminate the word chemical eliminate the barrier
 16 that landlords had been raising about having a
 17 company involved in the chemical business?
 18 MR. CHAIKEN: Object to form.
 19 MR. LEON DE LA BARRA: Object to form.
 20 THE WITNESS: I think it cured the
 21 problem.
 22 BY MR. PACE:
 23 Q. In terms of the business which J.M.
 24 Chemical Products was engaged versus J.M. Products,
 25 so let's just talk the 1st of September until the

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1 last day of September of 2014, the business of J.M.
 2 Products or J.M. Chemical Products didn't change at
 3 all, did it?
 4 A. No, it did not.
 5 Q. So substantively there was no change to
 6 the business operations of J.M. Chemical Products
 7 when it became J.M. Products, correct?
 8 A. Correct.
 9 MR. CHAIKEN: Object to form.
 10 MR. LEON DE LA BARRA: Object to form.
 11 BY MR. PACE:
 12 Q. But by altering the name it was able to
 13 eliminate the concern of landlords that they would
 14 have chemical operations at their locations?
 15 MR. CHAIKEN: Object to form.
 16 MR. LEON DE LA BARRA: Object to form.
 17 THE WITNESS: Correct.
 18 BY MR. PACE:
 19 Q. The document here that you are looking
 20 at, Exhibit 12, says the amendment was adopted by the
 21 board of directors without shareholder action.
 22 J.M. Products didn't actually have a
 23 board of directors, correct?
 24 A. Correct.
 25 MR. CHAIKEN: Object to form.

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1 A. Correct.
 2 (The document referred to was thereupon
 3 marked Johnson Exhibit 15 for Identification, a copy
 4 of which is attached hereto.)
 5 BY MR. PACE:
 6 Q. I'm handing you what's been marked as
 7 Johnson Exhibit 15. This is another e-mail from
 8 Andrea Rossi to you and to Ms. Sauer, correct?
 9 A. Correct.
 10 Q. This is September 1st, correct?
 11 A. Yes, it is.
 12 Q. Now, it says here, point 1: We have
 13 rented and signed as Leonardo Corp. the rental of the
 14 factory, very beautiful, at the following address,
 15 2861 Northwest 46th Street, Doral, Florida 33166.
 16 Let's just start there. 2861 Northwest
 17 46th Street, that's that address where -- --
 18 MR. LEON DE LA BARRA: I think you're
 19 getting the address wrong.
 20 MR. PACE: Thanks. Did I start with 2?
 21 MR. LEON DE LA BARRA: Yes.
 22 BY MR. PACE:
 23 Q. 7861 Northwest 46th Street in Doral
 24 Florida, that is the address where J.M. Products was
 25 eventually operating or had whatever operations it

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1 had?
 2 A. I believe so, yes.
 3 Q. Your understanding from this is that
 4 location was actually rented not by J.M. Products but
 5 by Leonardo Corporation, correct?
 6 A. That is correct.
 7 Q. All right. Next, it says, now we make
 8 a -- we make a sublease contract between Leonardo and
 9 JMC to be signed by JMC.
 10 You understand JMC to be a shorthand
 11 reference to J.M. Chemical Products?
 12 A. Correct.
 13 Q. Do you recall whether you actually
 14 entered that sublease? I'm sorry, let me ask again.
 15 Do you recall whether J.M. Products or
 16 J.M. Chemical Products ever entered that sublease?
 17 A. I believe we did, yes. I mean I believe
 18 I signed it on behalf of J.M.
 19 Q. We looked at the name change a second
 20 ago. That document is dated later in September, if
 21 you go back to Exhibit 12.
 22 A. Uh-huh.
 23 Q. So what you had mentioned to me that the
 24 reason for the name change was because there was
 25 problems renting a location for having any

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1 operations.
 2 A. Uh-huh.
 3 Q. But that doesn't seem consistent with the
 4 document we're looking at right now, correct?
 5 MR. LEON DE LA BARRA: Objection to form.
 6 MR. CHAIKEN: Object to form.
 7 THE WITNESS: Well, I don't know what
 8 name -- remember, this was a lease between the
 9 landlord and Leonardo. It didn't involve J.M.
 10 Chemical.
 11 BY MR. PACE:
 12 Q. No one was out searching for leases for
 13 J.M. Chemical Products after September 1, were they?
 14 They wouldn't be.
 15 MR. LEON DE LA BARRA: Objection to
 16 form.
 17 BY MR. PACE:
 18 Q. You weren't going to have a second
 19 location, were you?
 20 A. Right.
 21 MR. LEON DE LA BARRA: Objection to form.
 22 THE WITNESS: No, you're right.
 23 BY MR. PACE:
 24 Q. Let's walk that through again. So as of
 25 September 1st, as you understood from this e-mail,

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1 there was no longer a need for J.M. Chemical Products
 2 to rent any location anywhere?
 3 MR. LEON DE LA BARRA: Object to form.
 4 THE WITNESS: After this September 1,
 5 correct.
 6 BY MR. PACE:
 7 Q. So when you filed to change the name of
 8 J.M. Chemical Products to J.M. Products later in
 9 September, it wasn't to appease landlords so that a
 10 location could be rented for J.M. Products/J.M.
 11 Chemical Products, correct?
 12 MR. LEON DE LA BARRA: Object to form.
 13 MR. CHAIKEN: Object to form.
 14 THE WITNESS: No. The -- we'd run into
 15 this resistance with landlords and I believe the
 16 decision was made we might as well change the
 17 name because if we have a sublease with J.M.
 18 Chemical Products it may raise issues.
 19 BY MR. PACE:
 20 Q. So the property that was going to be
 21 leased at all times was going to be leased by
 22 Leonardo Corporation and then there was going to be a
 23 sublease to J.M. Chemical Products or J.M.
 24 Products --
 25 MR. LEON DE LA BARRA: Object to form.

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1 MR. CHAIKEN: Form.
 2 BY MR. PACE:
 3 Q. -- is that correct?
 4 A. I'm not sure how it was going to be
 5 structured because I wasn't involved in negotiations
 6 with the landlords.
 7 Q. But you said you reviewed the documents
 8 that came in.
 9 A. Yeah.
 10 Q. You would have recognized the name on the
 11 documents, correct?
 12 A. Correct. But that's when the landlord
 13 would say here is the proposed lease.
 14 Q. But a lease is between two parties,
 15 right, the landlord --
 16 MR. LEON DE LA BARRA: Object to form.
 17 THE WITNESS: Generally, yes.
 18 BY MR. PACE:
 19 Q. The landlord and -- you're right, not
 20 always, but generally between two parties, a landlord
 21 and a tenant, correct?
 22 A. Correct.
 23 Q. You would recognize the name of the
 24 tenant, right? The tenant is either Leonardo or the
 25 tenant is J.M. Chemical Products --

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1 A. Correct.
 2 Q. -- or J.M. Products, correct?
 3 A. Uh-huh.
 4 Q. Which was it on the leases that you were
 5 looking at?
 6 A. You know, I can't recall but I believe
 7 there was some with J.M. Chemicals, some with
 8 Leonardo. And I believe the -- some of those -- at
 9 least one of them said what other entities are going
 10 to be occupying the property.
 11 Q. And do you recall whether that
 12 occurred -- I assume that would have occurred prior
 13 to September 1st, 2014, correct?
 14 A. I don't know. I presume so, or otherwise
 15 this doesn't make much sense.
 16 Q. There is a -- do you recall anything
 17 about a tenant being evicted from that location?
 18 A. No, that's on a completely separate
 19 issue.
 20 Q. Okay. Having nothing to do with Leonardo
 21 Corporation?
 22 A. Not anything to do with Leonardo or J.M.
 23 Chemical.
 24 Q. Got it. Let me mark for you now the next
 25 exhibit as Exhibit 16.

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1 (The document referred to was thereupon
 2 marked Johnson Exhibit 16 for Identification, a copy
 3 of which is attached hereto.)
 4 BY MR. PACE:
 5 Q. Sorry, everyone else is looking at it
 6 except for you. I apologize. This is actually --
 7 yeah, this is the same day as the last exhibit, just
 8 an hour or so later in time.
 9 This is Andrea Rossi instructing you on
 10 how to interact with Industrial Heat in the event you
 11 get a call from Industrial Heat; is that correct?
 12 MR. LEON DE LA BARRA: Object to form.
 13 THE WITNESS: Correct.
 14 BY MR. PACE:
 15 Q. He's telling you should Industrial Heat
 16 call Johnson to ask information about when JMC, and
 17 the JMC there is short for J.M. Chemical Products?
 18 A. Yes.
 19 Q. To ask information about when JMC would
 20 be ready to receive their plant. What did you
 21 understand the plant to be?
 22 A. The actual container.
 23 Q. The container that -- what we can see
 24 there in Exhibit 2?
 25 A. Yes.

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1 Q. So should Industrial -- at this point in
 2 time you know who Industrial Heat is, correct?
 3 A. Yes, I do.
 4 Q. They are based up in North Carolina?
 5 A. Yes.
 6 Q. "Should Industrial Heat call Johnson to
 7 ask information about when JMC will be ready to
 8 receive their plant, Johnson can answer that the
 9 factory of JMC should be ready by the end of
 10 September to receive their plant and that as soon
 11 as -- as soon as their will be ready for it they will
 12 put it in contact with their responsible of the Miami
 13 concern. That will be Jim Bass, if he will confirm,
 14 otherwise I will have to find another also with your
 15 help."
 16 Several points out of this. First, you
 17 helped find Jim Bass as an employee or contract
 18 employee or independent contractor of J.M. Chemical
 19 Products?
 20 A. No, Colette Sauer did.
 21 Q. Okay. Colette Sauer is your secretary?
 22 A. Correct.
 23 Q. Andrea Rossi is telling you how to
 24 interact -- what you should communicate to Industrial
 25 Heat, correct?

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1 A. Correct.

2 MR. CHAIKEN: Object to form.

3 MR. LEON DE LA BARRA: Object to form.

4 BY MR. PACE:

5 Q. Did you follow this instruction?

6 MR. LEON DE LA BARRA: Object to form.

7 THE WITNESS: I don't recall if I was

8 ever contacted by anybody with Industrial Heat.

9 BY MR. PACE:

10 Q. If you had been contacted by somebody

11 from Industrial Heat would you have followed this

12 instruction?

13 MR. LEON DE LA BARRA: Object to form.

14 MR. CHAIKEN: Object to form.

15 THE WITNESS: Well, it's saying should be

16 ready by the end of September, contact Jim Bass

17 and he's also saying if Jim Bass doesn't want to

18 do it, then we'll have to find someone else or

19 just say it's not available right now.

20 BY MR. PACE:

21 Q. Who would know whether there was a

22 location available to receive this plant from

23 Industrial Heat?

24 A. That would be --

25 MR. LEON DE LA BARRA: Object to form.

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1 MR. CHAIKEN: Object to form.

2 THE WITNESS: -- Dr. Rossi.

3 BY MR. PACE:

4 Q. And you just made reference to part of

5 this I want to talk about a little more. "That will

6 be Jim Bass, if he will have to confirm, otherwise I

7 will have to find another also with your help."

8 September 1, 2014 had Jim Bass been

9 employed by J.M. Chemical Products?

10 A. I don't know the exact date but this

11 would seem to indicate that they -- Dr. Rossi and Jim

12 Bass had met, Dr. Rossi had made him an offer and Jim

13 hadn't responded yet.

14 Q. If Jim had not accepted, your

15 understanding from here is that -- that Andrea Rossi

16 would find somebody, a replacement for Jim Bass with

17 the help of Colette Sauer?

18 MR. LEON DE LA BARRA: Object to form.

19 THE WITNESS: Correct.

20 BY MR. PACE:

21 Q. And you as the president of J.M. Chemical

22 Products or J.M. Products never had any decision

23 making role in whether or not to hire Jim Bass as

24 either an employee, a contract worker or an

25 independent contractor?

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1 A. Me personally?

2 Q. Yes, you as the president of J.M.

3 Chemical Products.

4 A. That's correct.

5 (The document referred to was thereupon

6 marked Johnson Exhibit 17 for Identification, a copy

7 of which is attached hereto.)

8 BY MR. PACE:

9 Q. Mr. Johnson, I'm handing you what's been

10 marked as Johnson Exhibit 17. This is another e-mail

11 from Andrea Rossi to you and Ms. Sauer, correct?

12 A. Correct.

13 Q. This is dated March 3rd, 2015, correct?

14 A. That's correct.

15 Q. There is a few things about this letter I

16 want to ask you about but do you recall letters being

17 sent by you to Industrial Heat?

18 MR. LEON DE LA BARRA: Object to form.

19 THE WITNESS: Yes.

20 BY MR. PACE:

21 Q. Those letters made -- well, what do you

22 recall those letters being about?

23 A. I think they were monthly reports as to

24 how much energy was consumed by J.M. Chemical or

25 J.M., advising Industrial Heat that this is how much

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1 was consumed.

2 Q. We're going to get into some of those

3 letters in a little bit but for now did you

4 understand those letters were being either originally

5 written or being reviewed and edited by Andrea Rossi?

6 A. Yes, the information for those letters

7 came from Dr. Rossi.

8 Q. It says here Andrea Rossi is giving

9 directions as to where they should be e-mailed,

10 correct? Please e-mail to, and then he provides two

11 e-mail addresses, correct?

12 A. Correct.

13 Q. Then he says: "Attention: Of they

14 contact you for any reason, forward them to my

15 attorney Johnson, not to me. I do not belong to

16 J.M."

17 MR. LEON DE LA BARRA: Object to form.

18 MR. PACE: Did I misread that?

19 MR. LEON DE LA BARRA: Yeah, I think so.

20 BY MR. PACE:

21 Q. Let me do that again. The e-mail

22 states: "Attention: Of they contact you for any

23 reason, forward to att ney Johnson, not to me. I do

24 not belong to J.M."

25 Did I read that correctly this time?

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1 A. Yes.
 2 Q. The J.M. is a reference to J.M. Products?
 3 A. Yes.
 4 Q. Do you know why Andrea Rossi is providing
 5 this instruction?
 6 A. It wasn't sent to me.
 7 Q. Well, it actually is sent to you. I
 8 mean --
 9 A. Yes.
 10 Q. -- the e-mail is to you. Sorry about
 11 that.
 12 A. Yeah, you are right.
 13 Q. If you don't know, you don't know. I am
 14 just asking why was he -- we have already talked
 15 today about J.M. Chemical Product or J.M. Chemical
 16 Products was formed at his request. He picked the
 17 name for it. He gets the location lease. He
 18 provides whatever money that J.M. Chemical Products
 19 or J.M. Products has.
 20 Do you understand why he wants to take
 21 the position that he does not belong to J.M.?
 22 MR. LEON DE LA BARRA: Object to form.
 23 MR. CHAIKEN: Object to form.
 24 THE WITNESS: I believe what he was
 25 getting at is ownership.

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1 (The document referred to was thereupon
 2 marked Johnson Exhibit 18 for Identification, a copy
 3 of which is attached hereto.)
 4 BY MR. PACE:
 5 Q. Okay. I am going to hand you what's
 6 marked as Deposition Exhibit 18. This is also an
 7 e-mail from you or to you from Andrea Rossi a few
 8 days later, March 16, 2015.
 9 A. Yes.
 10 Q. This is Andrea Rossi instructing you as
 11 to where the address -- the official address of J.M.
 12 Products should be?
 13 A. Correct.
 14 Q. And the official address he's providing
 15 you, this is the address of the warehouse that Andrea
 16 Rossi had leased on behalf of Leonardo, correct?
 17 A. That's correct.
 18 Q. When he says: "So the updated address
 19 becomes, instead of Boca Raton as follows." Prior to
 20 this the address of J.M. Products was your law office
 21 in Boca Raton?
 22 A. Correct.
 23 Q. And he tells you and/or Colette to
 24 fashion a -- well, to update the address, however
 25 you're updating it, whether it's on letters or for

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1 whatever purpose, to refer to J.M. Products -
 2 Advanced Derivatives of Johnson Matthey Platinum
 3 Sponge. Did I read that correctly?
 4 A. Correct.
 5 Q. What is Advanced derivatives of Johnson
 6 Matthey Platinum Sponge?
 7 A. I take it to mean a product that is
 8 produced using Johnson Matthey platinum sponge, a
 9 derivative of the sponge.
 10 Q. You don't take that to associate any
 11 connection between J.M. Products and Johnson Matthey?
 12 A. As far as like being an affiliate?
 13 Q. Yeah, affiliate, subsidiary, related
 14 company in any sort of way.
 15 A. No, I do not.
 16 Q. Has Andrea Rossi ever told you that the
 17 J.M. for J.M. Products was supposed to be short for
 18 or suggests to be short for Johnson Matthey?
 19 A. No.
 20 Q. What do you understand -- do you have any
 21 basis to know what the J.M. is short for in J.M.
 22 Products?
 23 A. No.
 24 Q. None whatsoever?
 25 A. No.

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1 Q. You know Andrea Rossi's children, his
 2 wife? I mean there is not like somebody else with a
 3 J.M. that you can think of, oh, that's what it comes
 4 from?
 5 MR. LEON DE LA BARRA: Object to form.
 6 THE WITNESS: No, you're right on that.
 7 BY MR. PACE:
 8 Q. Did you have any -- have you ever had any
 9 communication with Johnson Matthey?
 10 A. I believe there was an order placed with
 11 Johnson Matthey for platinum sponge that went through
 12 my office.
 13 Q. An order that went through your office.
 14 Was it an order that was actually paid? Do you know
 15 if anyone actually bought platinum sponges from
 16 Johnson Matthey?
 17 A. Yes.
 18 Q. Was that through J.M. Products?
 19 A. Yes.
 20 Q. Who paid the amount -- what was the
 21 source of funds that J.M. Products used for that
 22 purchase?
 23 MR. LEON DE LA BARRA: Object to form.
 24 THE WITNESS: It was -- it was paid for
 25 by J.M. Products or J.M. Chemical Products, one

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1 or the other. But the source of the funds? I
 2 don't know if it was in the account already or
 3 if it came from Leonardo.
 4 BY MR. PACE:
 5 Q. Okay. Do you know about the size of the
 6 transaction?
 7 MR. LEON DE LA BARRA: Object to form.
 8 THE WITNESS: No.
 9 BY MR. PACE:
 10 Q. Would it surprise you if it was over a
 11 million dollars?
 12 A. Yes, I would be surprised. I know there
 13 was a quote provided by Johnson Matthey for over a
 14 million but I don't think it was over -- we ever
 15 confirmed and placed that order.
 16 Q. See, that's what I was just asking
 17 about. That's why I was getting confused. You said
 18 the order went through J.M. Products. I'm trying to
 19 understand what that means, was it actually paid for
 20 or it was just an order but nothing happened?
 21 So J.M. Products -- you're made aware of
 22 a order -- we will look at the documents in a bit on
 23 this but I just want to understand what you recall
 24 before we look at the documents. You recall that
 25 there was an order placed or request for an order

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1 with J.M. -- I'm sorry, with Johnson Matthey that was
 2 made by Andrea Rossi, correct?
 3 MR. LEON DE LA BARRA: Object to form.
 4 MR. CHAIKEN: Object to form.
 5 THE WITNESS: Yes.
 6 BY MR. PACE:
 7 Q. You didn't contact Johnson Matthey about
 8 buying platinum or platinum sponge, correct?
 9 A. That's correct.
 10 Q. All right. That request for an order
 11 results in an invoice or a bid or proposal of over a
 12 million dollars. Do you have a recollection of
 13 that? I think you were just saying you did.
 14 A. Yes.
 15 Q. All right. Then I thought you said that
 16 something was -- you believe something actually was
 17 purchased by J.M. Products from Johnson Matthey. Is
 18 that correct?
 19 A. That's correct.
 20 Q. What size was that transaction; do you
 21 recall?
 22 MR. LEON DE LA BARRA: Object to form.
 23 THE WITNESS: No, it was not anything
 24 near the million dollar quote or million pound
 25 quote or whatever it was.

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1 BY MR. PACE:
 2 Q. And whatever that transaction was, that
 3 would be reflected in the bank records -- the Bank of
 4 America records for J.M. Products?
 5 A. Yes, it should be.
 6 Q. Let me hand to you Exhibit 19.
 7 (The document referred to was thereupon
 8 marked Johnson Exhibit 19 for Identification, a copy
 9 of which is attached hereto.)
 10 BY MR. PACE:
 11 Q. This is another e-mail from Andrea Rossi
 12 to you and your assistant, Colette, this time in
 13 October 19th of 2015, correct?
 14 A. Correct.
 15 Q. And the issue identified here is that the
 16 J.M. Products -- the State of Florida was going to
 17 dissolve or administratively dissolve J.M. Products,
 18 correct?
 19 A. Yeah, the gist of it is saying that the
 20 State of Florida had already administratively
 21 dissolved it.
 22 Q. I'm going to hand you what's marked as
 23 Exhibit 20.
 24 (The document referred to was thereupon
 25 marked Johnson Exhibit 20 for Identification, a copy

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1 of which is attached hereto.)
 2 BY MR. PACE:
 3 Q. If you can keep Exhibit 19 and Exhibit 20
 4 together. I'm just trying to coordinate on these.
 5 So on the 19th Andrea Rossi contacted you
 6 to let you know that J.M. Products had been
 7 administratively dissolved, correct?
 8 A. Correct.
 9 Q. He tells you he thought it was an issue
 10 for the accountant. But Diane Annesser, that's the
 11 accountant's name, correct?
 12 A. That's correct.
 13 Q. Told me that it was -- it's a misspelling
 14 but it was you, you meaning either you or Colette. I
 15 mean Henry Johnson or Colette?
 16 A. That's correct.
 17 Q. He asked you to immediately pay the sum
 18 due to reinstate J.M. Products, correct?
 19 A. Correct.
 20 Q. Because it says because we cannot -- we
 21 cannot absolutely have it revoked.
 22 Who is the we that he is referencing,
 23 other than himself?
 24 MR. LEON DE LA BARRA: Object to form.
 25 THE WITNESS: I presume it's Diane

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1 Q. But whether her math is correct or not
2 Colette Sauer is reflecting that she has invoices
3 that aren't for nickel powder, but that are for
4 accounting and legal services, correct?
5 MR. LEON DE LA BARRA: Object to form.
6 MR. CHAIKEN: Object to form.
7 THE WITNESS: I don't know where she got
8 1,050 because, again, it's 900 and 750.
9 BY MR. PACE:
10 Q. I understand that. But are you
11 suggesting -- I mean Colette is referencing the
12 attachments and those are the attachments. I need to
13 understand whether you were truly reading Exhibit 21
14 as suggesting that J.M. Chemical -- that J.M.
15 Products actually had 4,000 grams of nickel powder
16 and it was selling that to Leonardo Corporation. I
17 just want to understand, that's how you read Exhibit
18 21?
19 MR. CHAIKEN: Object to form.
20 MR. LEON DE LA BARRA: Object to form.
21 THE WITNESS: Again, I don't know because
22 at this time the address for J.M. Products was
23 the Doral address.
24 So if anything had been ordered it would
25 have been delivered to the Doral address.

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1 BY MR. PACE:
2 Q. You don't read this as -- as Andrea Rossi
3 requesting an invoice to be created to provide an
4 excuse or basis to pay \$1,050 to J.M. Products?
5 MR. LEON DE LA BARRA: Object to form.
6 MR. CHAIKEN: Object to form.
7 THE WITNESS: That's one way to read it,
8 I agree with you there.
9 BY MR. PACE:
10 Q. Well, I am asking how --
11 A. No, that's not how I read it.
12 Q. That's not how you read it though?
13 A. No.
14 Q. Okay. Do you know whether you need any
15 license to purchase nickel powder?
16 A. No, I don't know.
17 Q. Do you know where one would find nickel
18 powder?
19 A. From a metal supply business.
20 Q. What's a metal supply business?
21 A. I don't know.
22 Q. Okay. So you don't know -- you don't
23 actually know where someone would obtain nickel
24 powder?
25 A. No.

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1 (The document referred to was thereupon
2 marked Johnson Exhibit 23 for Identification, a copy
3 of which is attached hereto.)
4 BY MR. PACE:
5 Q. I'm now handing you what's been marked as
6 Johnson Exhibit 23. Do you notice at the end of
7 Johnson Exhibit 21 Ms. Sauer generated an invoice but
8 it reflected zero grams; is that correct?
9 A. Yeah, it's comma 000.00, obviously a
10 typo.
11 Q. Understood. In fact, what we're looking
12 at here in Exhibit 23 is Andrea Rossi advising
13 Colette of that error, correct? If you look there at
14 the middle: "Dear Colette, you wrote gram 00.000.
15 Please correct: Grams 4,000.00."
16 A. Correct.
17 Q. Now, when -- if you -- he's also here
18 though, continues. I'm sorry.
19 So Ms. Sauer responds: "Oops. My
20 apologies."
21 Then Andrea Rossi responds with -- starts
22 with a "he, he, he" which I assume is meant to
23 reflect laughter, correct?
24 MR. CHAIKEN: Object to form.
25 MR. LEON DE LA BARRA: Object to form.

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1 BY MR. PACE:
2 Q. Fair enough.
3 A. I assume so.
4 Q. Then also: "Please do not copy to me the
5 e-mails you send to the accountant of J.M. It is not
6 proper." Do you understand the reason that it would
7 be improper for e-mails with Diane Annesser to also
8 include Andrea Rossi?
9 A. No, I don't understand that.
10 Q. And the reference to the accountant --
11 I'm sorry, the accountant of J.M. is Diane Annesser,
12 the accountant of J.M. Products?
13 A. That's correct.
14 Q. All right. Exhibit 24.
15 (The document referred to was thereupon
16 marked Johnson Exhibit 24 for Identification, a copy
17 of which is attached hereto.)
18 BY MR. PACE:
19 Q. Starting to get good at this. The first
20 e-mail in the series is from Julia Annesser. You
21 understand that she works with Diane Annesser?
22 A. Yes, I believe it's her -- Diane's
23 daughter-in-law, I think.
24 Q. So Julia Annesser is identifying for your
25 assistant the payroll payments that have to be made

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1 out for J.M. Products, correct?
 2 A. Yes, that's what I assume they are.
 3 Q. Okay. Do you know for whom these
 4 unemployment payments were being made?
 5 A. No.
 6 Q. Ms. Sauer then forwards to Andrea Rossi,
 7 "I do not have time to prepare an invoice if you
 8 need one but see below."
 9 And then he responds: "I transfer
 10 tomorrow morning \$500 from Leonardo to J.M. as an
 11 account on the supplying of course. You will invoice
 12 altogether the next time."
 13 Am I understanding this correctly that
 14 Andrea Rossi is agreeing to pay for these expenses of
 15 J.M. Products?
 16 A. Yes, that's what it appears.
 17 Q. Okay. Colette says: "I do not have time
 18 to prepare an invoice if you need one but see
 19 below."
 20 Do you know whether normally the expenses
 21 that would come in for J.M. Products Colette would
 22 prepare some form of invoice to convey those amounts
 23 to Leonardo and/or Andrea Rossi?
 24 MR. LEON DE LA BARRA: Object to form.
 25 THE WITNESS: I don't know.

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1 BY MR. PACE:
 2 Q. Okay. Is there anyone other than Andrea
 3 Rossi and Colette Sauer who would know? I know it's
 4 an open-ended question, but I'm just asking.
 5 A. Diane Annesser or Julia Annesser, since
 6 they review all the taxes and review all the -- all
 7 the statements.
 8 Q. It references in Andrea Rossi's e-mail a
 9 transfer of \$500 from Leonardo to J.M.
 10 You understand that to be J.M. Products,
 11 correct?
 12 A. Correct.
 13 Q. "As an account on the supplying of
 14 course."
 15 Do you know what the supplying -- I
 16 realize it's not an e-mail to you but I'm just asking
 17 the question. Do you know what an -- on account --
 18 I'm sorry, as an account on the supplying of course
 19 means?
 20 MR. LEON DE LA BARRA: Object to form.
 21 THE WITNESS: No.
 22 BY MR. PACE:
 23 Q. I like that pregnant pause. Can I steal
 24 308 from you? 306, sorry.
 25 (The document referred to was thereupon

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1 marked Johnson Exhibit 25 for Identification, a copy
 2 of which is attached hereto.)
 3 BY MR. PACE:
 4 Q. Handing you what's marked as deposition
 5 exhibit --
 6 A. 25.
 7 Q. Do you want to take a break?
 8 A. No.
 9 Q. Deposition Exhibit 25. Separate --
 10 independent of looking at this e-mail now, were you
 11 aware of whether there was any overdraft problems or
 12 insufficient fund problems in connection with the
 13 J.M. Products bank account at Bank of America?
 14 A. No.
 15 Q. All right. There is a reference here to
 16 Colette sending an e-mail to Andrea Rossi saying see
 17 below, this is the amount of money that is going to
 18 be needed, and it ends up being seeing below, which
 19 is the amount of money that is needed for payroll
 20 taxes and alike.
 21 "We need to keep \$500 every month for
 22 the 15th withdrawal. Will you automatically deposit
 23 the money?"
 24 Andrea Rossi's response: "Based on the
 25 contract between J.M. Products and Leonardo

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1 Corporation, yes, we can do it."
 2 First part -- my first question here is
 3 so this is either Andrea Rossi or Leonardo
 4 Corporation acknowledging that they will provide the
 5 money to pay for these -- whatever these taxes are,
 6 correct, the \$500 needed every month?
 7 A. Yes.
 8 Q. All right. Are you aware -- is there a
 9 contract between J.M. Products and Leonardo
 10 Corporation?
 11 A. I believe the sublease is the only thing.
 12 Q. And the sublease -- well, we'll get to in
 13 a bit. There is also a rented employee that J.M.
 14 Products rents from Leonardo. In fact, will you grab
 15 that document for me. We can talk about that next
 16 just so we can cover it all at once.
 17 But the lease would have involved money
 18 going from J.M. Products to Leonardo, not the other
 19 way around, correct?
 20 A. Correct.
 21 Q. Okay. So you are not aware of any
 22 contract by which money was to flow from Leonardo
 23 Corporation to J.M. Products?
 24 MR. LEON DE LA BARRA: Object to form.
 25 THE WITNESS: No, you're right.

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1 BY MR. PACE:
 2 Q. So you have no basis -- so to the best of
 3 your knowledge -- I'm sorry. To the best of your
 4 knowledge, Andrea Rossi is referring to a contract
 5 that simply doesn't exist?
 6 MR. LEON DE LA BARRA: Object to form.
 7 THE WITNESS: I don't know.
 8 BY MR. PACE:
 9 Q. Well, that's what I'm asking you. To the
 10 best of your knowledge he's referring to a contract
 11 that does not exist?
 12 MR. LEON DE LA BARRA: Object to form.
 13 THE WITNESS: To the best of my
 14 knowledge, correct.
 15 BY MR. PACE:
 16 Q. This is a little out of context or out of
 17 the flow, but I wanted to cover this anyways because
 18 it relates to what we were just talking about.
 19 (The document referred to was thereupon
 20 marked Johnson Exhibit 26 for Identification, a copy
 21 of which is attached hereto.)
 22 BY MR. PACE:
 23 Q. This is exhibit -- Johnson Exhibit 26.
 24 This is a document from Leonardo Corporation to J.M.
 25 Products, correct?

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1 A. Yes, it is.
 2 Q. All right. It states that they are
 3 lending -- that Leonardo is lending to J.M. Products
 4 an employee named Mr. Reinaldo Breto. Reinaldo
 5 Breto, for activity to be executed in the above
 6 mentioned workshop. Do you know who Mr. Reinaldo
 7 Breto is?
 8 A. No.
 9 Q. Are you aware of J.M. Products ever
 10 having an employee named Reinaldo Breto?
 11 A. No.
 12 Q. Are you aware of Leonardo ever having an
 13 employee named Leonardo -- named Reinaldo Breto?
 14 A. No.
 15 Q. Are you aware of J.M. Products ever
 16 paying \$3,000 a month for any reason to Leonardo
 17 Corporation?
 18 A. No.
 19 Q. Was this letter sent to you?
 20 A. No, I have never seen it.
 21 Q. You have never seen this letter before?
 22 A. No, I haven't.
 23 Q. Do you have any idea why Andrea Rossi
 24 would have sent this letter to you?
 25 MR. LEON DE LA BARRA: Object to form.

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1 MR. CHAIKEN: Object to form.
 2 THE WITNESS: I didn't get it.
 3 BY MR. PACE:
 4 Q. Well, why he would have sent it to J.M.
 5 Products. I'm sorry.
 6 A. To memorialize an agreement that was
 7 reached.
 8 Q. Do you think such an agreement was
 9 reached?
 10 A. I don't know.
 11 Q. Well, you are the president of J.M.
 12 Products, correct?
 13 A. Right.
 14 Q. Could J.M. Products have committed to
 15 paying \$3,000 a month without the president of J.M.
 16 Products knowing?
 17 MR. LEON DE LA BARRA: Object to form.
 18 THE WITNESS: Conceivably, yes.
 19 BY MR. PACE:
 20 Q. How?
 21 A. If, in fact, he provided these services
 22 they could have been paid for out of J.M. Products'
 23 account.
 24 Q. The J.M. Products account, meaning the
 25 Bank of America account?

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1 A. Right, by the bookkeeper.
 2 Q. And the Bank of America account meaning
 3 the one into which Leonardo Corporation would deposit
 4 money or wire money?
 5 A. Correct.
 6 Q. And you are not aware of -- and you are
 7 not aware of money being wired out of that account
 8 from J.M. Products -- wired or paid out of that
 9 account, from J.M. Products to Leonardo?
 10 A. Me, no.
 11 Q. And you are confident the bank account
 12 records would reflect whether there are any payments
 13 made by J.M. Products to Leonardo?
 14 A. Yes.
 15 MR. LEON DE LA BARRA: Object to the
 16 form.
 17 BY MR. PACE:
 18 Q. To the extent J.M. Products made payments
 19 for any reason to another corporation or another
 20 person, it did -- it did so through the Bank of
 21 America account, correct?
 22 A. Correct.
 23 MR. LEON DE LA BARRA: Object to form.
 24 BY MR. PACE:
 25 Q. I should say here there is a reference

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1 here to invoices. Did you ever receive an invoice
 2 for services for Reinaldo Breto?
 3 A. I did not.
 4 Q. Are you aware that there was a security
 5 guard or an individual -- I shouldn't say security
 6 guard but there is an individual who is residing in
 7 the J.M. Products portion of the Doral warehouse?
 8 MR. LEON DE LA BARRA: Object to form.
 9 MR. CHAIKEN: Object to form.
 10 THE WITNESS: I became aware of that
 11 within the past week.
 12 BY MR. PACE:
 13 Q. Do you know who that is?
 14 A. No, I don't.
 15 Q. Or was?
 16 A. No, I don't.
 17 Q. How did you become aware of that?
 18 A. I'm not certain. Maybe reviewing
 19 documents or invoices or something in preparation for
 20 this. I'm not certain.
 21 Q. Okay. You don't think it was a
 22 conversation with anyone?
 23 A. No.
 24 Q. Have you spoken to Mr. Bass within the
 25 past week?

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1 A. I have, but I don't think -- he wouldn't
 2 have mentioned that, I don't think.
 3 Q. Other than today have you spoken to
 4 Andrea Rossi within the past week?
 5 A. No.
 6 Q. I am trying to figure out what the source
 7 would be for learning that there -- I'm sorry, let me
 8 ask you differently.
 9 What is it that you learned about
 10 somebody residing or primarily residing at the
 11 location of J.M. Products in Doral, Florida?
 12 MR. LEON DE LA BARRA: Object to form.
 13 THE WITNESS: Just that there was
 14 somebody there and the purpose was
 15 janitorial/security.
 16 BY MR. PACE:
 17 Q. But that person was also staying there,
 18 that they weren't simply there 9 to 5, but would be
 19 there in the evening?
 20 A. I didn't know that.
 21 MR. CHAIKEN: Can we take a break at some
 22 point in the near future?
 23 MR. PACE: Absolutely. Why don't we do
 24 it now.
 25 MR. CHAIKEN: Sure.

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1 THE VIDEOGRAPHER: Going off the record.
 2 The time is 3:03 p.m.
 3 (Thereupon a brief recess was taken,
 4 after which the following proceedings were had.)
 5 THE VIDEOGRAPHER: We're now back on the
 6 record. The time is 3:14, media number four.
 7 THE WITNESS: There is one thing I would
 8 like to correct about what I said.
 9 BY MR. PACE:
 10 Q. Sure.
 11 A. You asked me if I had met with Dr. Rossi
 12 any time within the past week, I think?
 13 Q. Yes.
 14 A. The day before yesterday all the
 15 attorneys, Dr. Rossi, Jim Bass and I met to --
 16 Q. I don't want to hear the substance of
 17 it.
 18 A. Yeah, we all met.
 19 Q. Where?
 20 A. Your office in Coral Gables.
 21 Q. So when you say you, you're referring to
 22 Mr. Chaiken's office in Coral Gables?
 23 A. Correct. Correct.
 24 Q. Okay.
 25 A. And I thought you were referencing

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1 Dr. Rossi and I one-on-one.
 2 (The document referred to was thereupon
 3 marked Johnson Exhibit 27 for Identification, a copy
 4 of which is attached hereto.)
 5 BY MR. PACE:
 6 Q. Let me hand you what was marked -- has
 7 been marked as Johnson Exhibit 27. And because of
 8 the time of day that it is I'm going to try and speed
 9 up here a little bit, but please don't -- never let
 10 me speed you up faster than you're comfortable
 11 looking at a document or moving forward.
 12 My question on this one really just
 13 relates to this top e-mail. Andrea Rossi tells
 14 Colette Sauer: "The payments that Leonardo makes to
 15 J.M. are always made immediately upon your request
 16 and correspond to what you say."
 17 Is that consistent with your
 18 understanding of how Leonardo and J.M. Products
 19 operated, that when J.M. Products had expenses they
 20 would pas them along to Leonardo or to Andrea Rossi
 21 and then they would be paid by Leonardo and/or Andrea
 22 Rossi?
 23 MR. LEON DE LA BARRA: Object to form.
 24 THE WITNESS: Yes. I don't know if that
 25 was the exclusive way of doing things, but

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1 yeah.

2 BY MR. PACE:

3 Q. Do you know whether that was -- let's

4 explore that just a little bit.

5 Is it your understanding that was the

6 primary way that expenses were paid by J.M. Products,

7 that they would be provided to Andrea Rossi and then

8 Andrea Rossi would provide money either from his own

9 account or from Leonardo's account?

10 MR. LEON DE LA BARRA: Object to form.

11 THE WITNESS: Again, at this point we

12 weren't the primary payers out of that account.

13 Expenses were primarily being handled by Diane

14 Annesser's office, but that was my

15 understanding, yeah.

16 BY MR. PACE:

17 Q. Just -- I think we got a little bit --

18 that response might have been just a little bit

19 muddy. Let me just be clear.

20 So your understanding is the primary way

21 that any expenses of J.M. Products were being paid

22 was that they -- the expense would be relayed to

23 Andrea Rossi and money from either Leonardo

24 Corporation or Andrea Rossi would be provided to J.M.

25 Products to make the necessary payments?

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1 A. Yes.

2 Q. All right. And I said -- I think I asked

3 you, it's your understanding that was the primary way

4 that that was done.

5 Are you aware of any other way that J.M.

6 Products obtained money to pay for its expenses,

7 other than from Andrea Rossi and/or Leonardo

8 Corporation?

9 MR. LEON DE LA BARRA: Object to form.

10 THE WITNESS: The sale of product.

11 BY MR. PACE:

12 Q. But you are not --

13 A. But I'm not aware of any product being

14 sold.

15 Q. So you are not aware of any product being

16 sold?

17 A. Right.

18 Q. I think I asked the question of what you

19 are aware of.

20 A. Yeah.

21 Q. So are you aware of any other basis for

22 J.M. Products to be able to pay any expenses, other

23 than money being provided to it by Andrea Rossi or

24 Leonardo Corporation?

25 A. No.

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1 Q. All right. When it comes to expenses

2 from Jim Bass, was the same true, that -- that to the

3 extent that Jim Bass charged J.M. Products, J.M.

4 Products would pass that through to Leonardo or

5 Andrea Rossi?

6 MR. LEON DE LA BARRA: Objection to form.

7 THE WITNESS: I wasn't party to those --

8 to that invoicing that went to Colette but as

9 far as I know, yes, that's correct.

10 (The document referred to was thereupon

11 marked Johnson Exhibit 28 for Identification, a copy

12 of which is attached hereto.)

13 BY MR. PACE:

14 Q. I am going to mark -- we can move through

15 this stuff, I hope quickly. This is 28. This is

16 Johnson 28.

17 And actually on this one I am going to

18 have to actually ask you -- it's really your first

19 e-mail. If you'd take a second just to look at this

20 whole thing because I really want to start with your

21 first e-mail there at the bottom. I'm sorry, on page

22 2. Let me start with who is Jonathan Vitello?

23 A. He is the president of International

24 Medical Industries, Inc.

25 Q. And you were asking him if he can give a

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1 recommendation or referral for an electrical engineer

2 and a jack of all trades handyman, correct?

3 A. Correct.

4 Q. Both positions would be two or three days

5 per week. What's the basis for you making this

6 request to Jonathan? Who told you that Andrea Rossi

7 was going to need these services?

8 MR. LEON DE LA BARRA: Object to form.

9 THE WITNESS: Dr. Rossi did.

10 BY MR. PACE:

11 Q. Was it your understanding that these were

12 services that were going to be needed for Leonardo

13 Corporation or for J.M. Products?

14 A. Both.

15 Q. Did you think that these people would be

16 working for both companies or that the electrical

17 engineer would be working for one and the handyman

18 for the other?

19 A. I didn't know.

20 Q. Okay. Is the only person you made an

21 inquiry of Jonathan Vitello or did you make inquiries

22 of several other people in terms of whether they

23 could help you find someone?

24 A. Jonathan Vitello is the only one I could

25 think of, that I personally contacted.

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1 Q. Okay. This is July 2014, so J.M.
 2 Chemical Products at least had been formed by then,
 3 correct?
 4 A. Correct.
 5 Q. The top response that you get on July 29
 6 from Andrea Rossi is: "Thank you very much. I will
 7 search."
 8 Do you know whether he ever found --
 9 well, the electrical engineer that ultimately
 10 somebody found was Jim Bass, correct?
 11 A. Correct.
 12 Q. You mentioned before about your assistant
 13 Colette Sauer might be involved if -- remember we
 14 talked about if there is a need to find somebody else
 15 other than Jim Bass. Do you know whether she had any
 16 involvement finding Jim Bass in the first place?
 17 A. Yes, I believe she contacted him.
 18 Q. How did she find Mr. Bass?
 19 A. She knew him from prior employment.
 20 Q. Whose prior employment?
 21 A. They both worked for the same company.
 22 Q. What was that company?
 23 A. Modular Components. It's Mod Com.
 24 Q. Okay. And do you recall that -- just try
 25 to look at things here, we've got an e-mail from

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1 September 1st, where there is a reference to Jim
 2 Bass. We've got an e-mail here from the very end of
 3 July where it looks like we're looking for somebody.
 4 Does that refresh your recollection in
 5 terms of whether Mr. Bass was identified sometime in
 6 August of 2014?
 7 A. Yeah, and there is one reference in one
 8 of these exhibits to Mr. Bass, if he's --
 9 Q. If he'll confirm?
 10 A. If he'll confirm, so that must have
 11 been --
 12 Q. Yeah, I think -- I'm sorry. I think that
 13 was one of the September 1st e-mails.
 14 A. So that would have been the time frame.
 15 Q. I should have marked that better but it's
 16 Exhibit 16. If you look at Exhibit 16.
 17 A. Correct.
 18 Q. So you believe that Jim Bass was found
 19 through Colette Sauer's prior connection to him
 20 sometime during August of 2014?
 21 A. Correct.
 22 (The document referred to was thereupon
 23 marked Johnson Exhibit 29 for Identification, a copy
 24 of which is attached hereto.)
 25 BY MR. PACE:

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1 Q. Handing you what's marked as Exhibit 29.
 2 This is an e-mail exchange between Andrea Rossi and
 3 your assistant, Ms. Sauer. And here Andrea Rossi
 4 says: "As I said yesterday in your voice mail, I pay
 5 today Jim with a check of Leonardo, as a loan to J.M.
 6 as we are quicker."
 7 First, the Jim is Jim Bass, correct,
 8 given the re line?
 9 A. Yes.
 10 Q. The J.M. is J.M. Products?
 11 A. Correct.
 12 Q. And again, to your knowledge there was
 13 never any loan from Leonardo to J.M. Products or any
 14 loan from J.M. Products to Leonardo?
 15 A. Well, this would indicate that whatever
 16 Jim Bass was getting paid would be paid by Leonardo
 17 but was expected to be reimbursed by J.M. and below
 18 it says there is no money in the J.M. account.
 19 Q. So let me ask my question again. You are
 20 not aware of any loan from Leonardo to J.M. Products
 21 or any loan from J.M. Products to Leonardo, correct?
 22 A. No, other than what is referenced here.
 23 Q. So you believe that this actually
 24 reflects a loan?
 25 A. Well, that's what it's saying, as a loan.

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1 Q. I understand what's it saying but are you
 2 aware of there actually being a loan between Leonardo
 3 and J.M. Products? Maybe I need to ask it
 4 differently.
 5 Are you aware of any loan between
 6 Leonardo and J.M. Products, an actual loan?
 7 A. You mean with a promissory note?
 8 Q. Any kind of document, any kind of
 9 documented loan.
 10 A. Other than this, no.
 11 Q. And when you say other than this, you are
 12 not saying that there is any loan agreement or loan
 13 documents, you're saying other than this one e-mail
 14 that makes a reference to there being a loan?
 15 A. Correct.
 16 Q. All right. And you are not aware -- if
 17 there was hypothetically any such loan, you are not
 18 aware of J.M. Products ever paying it back?
 19 MR. LEON DE LA BARRA: Object to form.
 20 THE WITNESS: No, you're correct.
 21 BY MR. PACE:
 22 Q. In fact, what we have talked about before
 23 is really J.M. Products' source of income or source
 24 of paying any of its expenses was actually getting
 25 money from Leonardo, correct, or Andrea Rossi?

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1 MR. LEON DE LA BARRA: Object to the
 2 form.
 3 THE WITNESS: As far as I know.
 4 (The document referred to was thereupon
 5 marked Johnson Exhibit 30 for Identification, a copy
 6 of which is attached hereto.)
 7 BY MR. PACE:
 8 Q. I'm going to hand you what's marked as
 9 Johnson Exhibit 30. I'm going to start at the top
 10 here. Colette referencing I think the e-mail we
 11 looked at previously of February 5th says -- is
 12 referring to money paid with a Leonardo check to Jim
 13 Bass.
 14 Then Andrea Rossi's response is: There
 15 should be other wires Leonardo made to J.M.
 16 Products -- to J.M., which you understand to mean
 17 J.M. Products. "All the invoices you paid to Jim
 18 have been paid with my wires."
 19 Is that correct?
 20 A. That's what it says, yes.
 21 Q. And Jim is Jim Bass?
 22 A. Correct.
 23 Q. And my wires is wires by Andrea Rossi?
 24 A. Or Leonardo, yeah.
 25 Q. Or Leonardo. And is this consistent with

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1 your understanding that to the extent that there were
 2 any invoices or expenses for Jim Bass, those were
 3 always paid by Andrea Rossi or Leonardo?
 4 A. Through J.M.
 5 MR. CHAIKEN: Object to form.
 6 MR. LEON DE LA BARRA: Object to form.
 7 THE WITNESS: Through J.M.
 8 BY MR. PACE:
 9 Q. Through J.M. I understand. So to the
 10 extent there were any invoices or bills submitted by
 11 Jim Bass to J.M. Products, the source of funds for
 12 J.M. Products to pay those bills or invoices was
 13 money that came from Andrea Rossi or Leonardo
 14 Corporation?
 15 A. That was my understanding, yes.
 16 Q. There is also a reference here in the
 17 next page to a choice of -- choice of the litigator.
 18 Were you having discussions with Andrea
 19 Rossi -- let me ask. In your capacity as the
 20 president of J.M. Products were you having
 21 discussions with Andrea Rossi about the fact that
 22 J.M. Products might be sued?
 23 A. You know, I don't know the context of
 24 this.
 25 Q. Are you aware whether prior to this date,

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1 which is July of 2015, whether Andrea Rossi was
 2 involved in any litigation?
 3 A. I don't recall.
 4 Q. I was going to ask whether you -- as of
 5 July of 2015 was J.M. Products involved in any
 6 litigation?
 7 A. Not that I know of.
 8 Q. So you have no idea what the reference is
 9 here to the choice of the litigator?
 10 A. No, I don't. We had lawsuits involving
 11 tenants, but those of course would have been held in
 12 Miami because the tenants were all in Miami. So I
 13 don't know what context this came from.
 14 Q. And then he's also asking you for the
 15 total of the amount paid from Leonardo to J.M.
 16 Products.
 17 A. That's correct.
 18 (The document referred to was thereupon
 19 marked Johnson Exhibit 31 for Identification, a copy
 20 of which is attached hereto.)
 21 BY MR. PACE:
 22 Q. Mr. Johnson, I am handing you what's been
 23 marked as Exhibit 31. And the only thing I want to
 24 ask you here, so Colette is asking Andrea Rossi, is
 25 it possible for you -- you could pay Jim from

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1 Leonardo today. Jim meaning Jim Bass, correct?
 2 A. Correct.
 3 Q. Then his response to her is: "I send you
 4 the money today. Tomorrow Johnson can give him a
 5 check of J.M."
 6 So this is Andrea Rossi or Leonardo will
 7 send the money to J.M. Products today and then
 8 tomorrow J.M. Products would actually write a check
 9 to Jim Bass, correct?
 10 A. Correct.
 11 Q. In fact, is that how you -- when you
 12 would pay Jim Bass would you usually pay him with
 13 checks?
 14 A. Yes.
 15 MR. LEON DE LA BARRA: Object to form.
 16 BY MR. PACE:
 17 Q. Why does Andrea Rossi -- what do you
 18 understand Andrea Rossi to be communicating when he
 19 said I cannot pay him?
 20 MR. LEON DE LA BARRA: Object to form.
 21 BY MR. PACE:
 22 Q. Do you know of any reason why Andrea
 23 Rossi or Leonardo could not pay Jim Bass directly?
 24 A. Well, I think it's meant in the context
 25 of he was performing work for J.M. Products and not

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1 for Leonardo.

2 Q. But the money was still coming from

3 Leonardo?

4 A. Correct.

5 Q. So it's simply passing through J.M.

6 Products, correct?

7 A. As far as I know, yes.

8 Q. So why could Leonardo or Andrea Rossi not

9 just pay Jim Bass directly?

10 MR. LEON DE LA BARRA: Object to form.

11 THE WITNESS: I think that goes back to

12 the -- that other e-mail, that says -- Exhibit

13 29, where Andrea Rossi says I paid Jim today

14 with a check from Leonardo as a loan to J.M.,

15 meaning it should have been paid by J.M. but to

16 expedite things I paid him directly.

17 BY MR. PACE:

18 Q. But is there any reason that you know of

19 or that you're aware of whereby Leonardo could not --

20 I mean the language here is I cannot pay him.

21 Is there any reason you know that

22 Leonardo or Andrea Rossi could not have paid Jim

23 Bass?

24 MR. LEON DE LA BARRA: Object to form.

25 THE WITNESS: No.

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1 BY MR. PACE:

2 Q. In fact, previously they have?

3 A. Correct.

4 MR. LEON DE LA BARRA: Object to form.

5 BY MR. PACE:

6 Q. More paper. I'll try to be quick. Why

7 don't we mark 216 and 217 at the same time. Tab 5.

8 (The document referred to was thereupon

9 marked Johnson Exhibit 32 for Identification, a copy

10 of which is attached hereto.)

11 (The document referred to was thereupon

12 marked Johnson Exhibit 33 for Identification, a copy

13 of which is attached hereto.)

14 BY MR. PACE:

15 Q. I'm going to hand you now, Mr. Johnson,

16 what's marked as Exhibits 32 and 33. I'm going to

17 take these out of order from what I gave you. I want

18 you to start with 33. You recognize Exhibit 33 as

19 Andrea Rossi's handwriting?

20 A. Correct.

21 Q. He wrote a letter that he wanted J.M.

22 Products to send to -- send to Industrial Heat?

23 A. Yes.

24 Q. And, in fact, when we looked at Exhibit

25 32 you, in fact, sent such a letter to Industrial

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1 Heat on behalf of J.M. Products, Inc.?

2 A. Yes.

3 Q. The information that is contained in

4 here -- looking at 32, so your letter says: Your

5 plant has produced during the month of February a

6 total of 24 MWh, megawatt hours, per day, starting

7 Friday, February 20, 2015 through Sunday, February

8 28, 2015.

9 Do you have any basis to know, other than

10 the fact that Andrea Rossi wrote this sentence,

11 whether the sentence is accurate or not?

12 A. No.

13 Q. Flip to the next one. This is Exhibit

14 34.

15 (The document referred to was thereupon

16 marked Johnson Exhibit 34 for Identification, a copy

17 of which is attached hereto.)

18 BY MR. PACE:

19 Q. So in terms of these letters that you

20 were sending to Industrial Heat, your understanding

21 is that Andrea Rossi was -- he drafted the original

22 letter and then he would revise or update the letter

23 each month?

24 A. Correct.

25 Q. And then Colette, I assume, would turn it

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1 into a letter format for you to sign?

2 MR. LEON DE LA BARRA: Object to form.

3 THE WITNESS: Yes, that's correct.

4 BY MR. PACE:

5 Q. Would you ever make any inquiries in

6 connection with whatever the information was in the

7 letter?

8 A. No.

9 Q. So let me look here to -- so this cover

10 e-mail we have here that is Exhibit 34, this is

11 consistent with the pattern that you just talked

12 about, right?

13 This is Andrea Rossi sending a corrected

14 version of a letter -- a revised version of a letter

15 to Colette for Colette to then provide to you?

16 A. Correct.

17 Q. All right. And when we turn to this, the

18 letter itself that he is sending, it has J.M.

19 Products, Inc. Advanced Derivatives of Johnson

20 Matthew Platinum Sponges, and you testified that you

21 think that means that J.M. Products somehow might

22 have bought product from Johnson Matthey?

23 MR. LEON DE LA BARRA: Object to form.

24 MR. CHAIKEN: Object to form.

25 THE WITNESS: That's correct.

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1 BY MR. PACE:
 2 Q. And then in here it talks -- it has
 3 various breakdowns of one megawatt hour per hour for
 4 a total -- I'm sorry, it has a total of 624 megawatt
 5 hours for 26 days and a total of 72 megawatt hours
 6 for four days and then it has kind of a breakdown of
 7 how much J.M. Products is invoicing. I'm sorry, is
 8 saying it's willing to pay for the month of June.
 9 Just again, all of the information in
 10 this letter is information that comes from Andrea
 11 Rossi, correct?
 12 MR. LEON DE LA BARRA: Object to form.
 13 THE WITNESS: Right.
 14 BY MR. PACE:
 15 Q. And you have done no independent
 16 validation of any of the information in this letter?
 17 A. That's correct.
 18 (The document referred to was thereupon
 19 marked Johnson Exhibit 35 for Identification, a copy
 20 of which is attached hereto.)
 21 BY MR. PACE:
 22 Q. All right. I am handing you what is
 23 Exhibit 35. Again, consistent with what we have been
 24 talking about, this is Andrea Rossi sending the
 25 latest version of the letter for you to sign on

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1 behalf of J.M. Products to go out to Industrial Heat,
 2 correct?
 3 A. Correct.
 4 Q. But one of the things he's saying here is
 5 he's asking you to -- or asking Colette "cancel from
 6 the head the phrase advanced catalysts with Johnson
 7 Matthey, et cetera."
 8 Do you know why he's doing that?
 9 MR. LEON DE LA BARRA: Object to form.
 10 MR. CHAIKEN: Same objection.
 11 THE WITNESS: No.
 12 BY MR. PACE:
 13 Q. What do you know about the removal of
 14 trying to identify J.M. Products with Johnson Matthey
 15 from the letterhead?
 16 MR. LEON DE LA BARRA: Object to form.
 17 THE WITNESS: I think it was done --
 18 well, he didn't want to appear to be a
 19 subsidiary or an affiliate of Johnson Matthey.
 20 There are typos in Matthey. It says Matthew
 21 rather than Matthey.
 22 BY MR. PACE:
 23 Q. Just identify that. In the letter itself
 24 it references Johnson Matthew platinum sponges, not
 25 Johnson Matthey platinum sponges?

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1 A. Yeah.
 2 Q. In Andrea Rossi's e-mail he refers to
 3 Johnson Matthey?
 4 A. Correct.
 5 Q. You're aware of a company called Johnson
 6 Matthey, correct?
 7 A. Yes.
 8 Q. You are not aware of a company called
 9 Johnson Matthew Platinum Sponges?
 10 A. No.
 11 Q. But you believe Andrea Rossi wanted J.M.
 12 Products to stop using that reference to Johnson
 13 Matthey or Matthew platinum sponges because -- to
 14 stop any association between J.M. Products and
 15 Johnson Matthey?
 16 MR. CHAIKEN: Object to form.
 17 MR. LEON DE LA BARRA: Object to form.
 18 THE WITNESS: Or potential misleading.
 19 (The document referred to was thereupon
 20 marked Johnson Exhibit 36 for Identification, a copy
 21 of which is attached hereto.)
 22 BY MR. PACE:
 23 Q. This is just next in line, Exhibit 36.
 24 If you see the attachment to it, in fact, Colette
 25 made the change that Andrea Rossi directed and

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1 removed the advanced catalyst reference from the
 2 letterhead, correct?
 3 A. That is correct.
 4 MR. LEON DE LA BARRA: Object to form.
 5 BY MR. PACE:
 6 Q. And to the best of your knowledge
 7 whatever changes Andrea Rossi requested to the
 8 letters of J.M. Products that were going to
 9 Industrial Heat, J.M. Products simply made those
 10 changes?
 11 A. That's correct, Dr. Rossi had the
 12 information.
 13 Q. Had the information including whether
 14 there was any connection between Johnson Matthey and
 15 J.M. Products?
 16 A. No, I was referring to the numbers in the
 17 megawatts, whatever.
 18 Q. Okay.
 19 A. And number of days.
 20 Q. Also we're looking at the change to the
 21 description of J.M. Products as to whether it's
 22 associated with Johnson Matthew or not?
 23 A. Correct.
 24 Q. Again, J.M. Products took the direction
 25 from Andrea Rossi as to how to do that?

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1 A. Yes.

2 Q. Because, in fact, it originally came from

3 Andrea Rossi?

4 MR. CHAIKEN: Object to form.

5 BY MR. PACE:

6 Q. Andrea Rossi originally came up with the

7 J.M. Products advanced derivative of Johnson Matthey

8 platinum sponges?

9 A. I believe so, yes.

10 Q. There is a prior -- we can go back and

11 find the exhibit if you want. It's in what we

12 already saw -- seen today.

13 (The document referred to was thereupon

14 marked Johnson Exhibit 37 for Identification, a copy

15 of which is attached hereto.)

16 BY MR. PACE:

17 Q. I am going to show you what's been marked

18 as Johnson Exhibit 37. Again, a letter reflecting

19 Andrea Rossi directing J.M. Products to send out a

20 letter to Industrial Heat, correct?

21 A. Correct.

22 Q. If you notice here in the letter that

23 follows, it says, during the month of August and

24 talking about -- I'm sorry, let me just read.

25 "During the month of August in our Doral

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1 factory we received from your plant the amount of

2 energy of", and there is a breakdown between 15 days

3 versus 16 days, there being 31 days in August.

4 Do you have any knowledge as to why the

5 amount of energy that J.M. Products received changed

6 during the month of August from one level to another

7 level?

8 MR. LEON DE LA BARRA: Object to form.

9 THE WITNESS: No, I don't.

10 BY MR. PACE:

11 Q. To the best of your knowledge we're now

12 talking about August, so let me go all the way back

13 to February.

14 In February of 2015 to the best of your

15 knowledge did J.M. Products have any use for one

16 megawatt of energy?

17 A. I don't know.

18 Q. I'm asking to your knowledge.

19 A. Right.

20 Q. I'm not asking could somebody else have

21 that. Isn't it true that to your knowledge J.M.

22 Products had no use for one megawatt of energy in

23 February of 2015?

24 MR. CHAIKEN: Object to form.

25 MR. LEON DE LA BARRA: Object to form.

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1 THE WITNESS: I don't know because I

2 don't know what was being produced.

3 BY MR. PACE:

4 Q. But you have no knowledge of anything

5 being produced --

6 MR. LEON DE LA BARRA: Object to form

7 BY MR. PACE:

8 Q. -- isn't that correct?

9 A. That's correct.

10 Q. You don't know a single product that was

11 sold?

12 A. That's correct, too.

13 Q. Again, I'm asking -- I am trying to find

14 out whether -- just because you don't have knowledge

15 doesn't mean somebody else doesn't, but I am trying

16 to figure out from you, you have no basis to believe

17 or know that J.M. Products had the use at the Doral

18 location in Florida for one megawatt of power during

19 the entire month of February 2015?

20 MR. CHAIKEN: Object to form.

21 MR. LEON DE LA BARRA: Object to form.

22 THE WITNESS: That's correct.

23 BY MR. PACE:

24 Q. And the same applies to March of 2015,

25 correct?

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1 A. Yes.

2 MR. CHAIKEN: Object to form.

3 MR. LEON DE LA BARRA: Object to form.

4 BY MR. PACE:

5 Q. Same applies to April of 2015?

6 MR. CHAIKEN: Object to form.

7 MR. LEON DE LA BARRA: Object to form.

8 THE WITNESS: Yes.

9 BY MR. PACE:

10 Q. And the same would apply all the way for

11 each month through let's say the end of February

12 2016?

13 MR. LEON DE LA BARRA: Object to form.

14 MR. CHAIKEN: Same objection.

15 THE WITNESS: Correct.

16 BY MR. PACE:

17 Q. Since you had no knowledge or reason to

18 know -- let me rephrase that. Since you had no

19 reason to believe -- let me rephrase that.

20 Since you had no knowledge of a reason

21 why J.M. Products would be using one megawatt of

22 power during any given month, you also have no reason

23 to know why J.M. Products might have had varying

24 power needs during the course of any month?

25 MR. LEON DE LA BARRA: Object to form.

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1 MR. CHAIKEN: Object to form.
 2 BY MR. PACE:
 3 Q. Should I do that one over again? Is that
 4 a bad question? Yeah, let me try that over again.
 5 A. Well, my response is there is varying
 6 power needs but I don't know if it was dictated by
 7 what J.M. Products needed or by what the Industrial
 8 Heat plant was producing.
 9 Q. What the plant produced. So the power
 10 could change based on whether the plant was changing
 11 the power -- I'm sorry.
 12 The amount of power available would
 13 change by the amount of power that was made available
 14 by the plant?
 15 A. Correct.
 16 Q. Okay.
 17 A. That's a possibility.
 18 Q. Okay.
 19 (The document referred to was thereupon
 20 marked Johnson Exhibit 38 for Identification, a copy
 21 of which is attached hereto.)
 22 BY MR. PACE:
 23 Q. Mr. Johnson, let me give you Exhibit 38.
 24 Again, I assume this is the same Andrea Rossi
 25 providing a letter to Colette for you to sign on

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1 behalf of J.M. Products and sent to Industrial Heat,
 2 correct?
 3 A. Correct.
 4 Q. And again, you have no basis for knowing
 5 the accuracy or inaccuracy of any of the power
 6 numbers that are reflected in this document, in the
 7 draft letter?
 8 A. That's correct.
 9 MR. LEON DE LA BARRA: Object to the
 10 form.
 11 MR. PACE: Can I have 214.
 12 (The document referred to was thereupon
 13 marked Johnson Exhibit 39 for Identification, a copy
 14 of which is attached hereto.)
 15 BY MR. PACE:
 16 Q. I marked for you what's -- I marked as
 17 Exhibit 39, Johnson Exhibit 39. This is another
 18 letter from you to Industrial Heat discussing the
 19 power received or allegedly received by J.M. Products
 20 during the month of December 2015, 2000 -- I'm sorry,
 21 December 2015, correct?
 22 A. '16. No, '15, you're correct.
 23 Q. And this is again a letter that was
 24 drafted by Andrea Rossi for your signature?
 25 A. Yes.

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1 Q. Now, it says here 20 days at one megawatt
 2 hour per hour and eleven days at 750 kilowatt hours
 3 per hour.
 4 Then after that paren, "upon our request
 5 the power has been reduced due to our technical
 6 problems." You understand our in that context to be
 7 J.M. Products?
 8 A. That's correct.
 9 Q. Are you aware of any request by J.M.
 10 Products to reduce the amount of power it was
 11 receiving from Leonardo Corporation?
 12 MR. LEON DE LA BARRA: Object to form.
 13 THE WITNESS: Was I aware of it?
 14 BY MR. PACE:
 15 Q. Yes.
 16 A. No, because I was not involved in the
 17 day-to-day operation of either side of the facility.
 18 Q. Were you aware of any technical problems
 19 that J.M. Products was having in December of 2015?
 20 A. No.
 21 Q. When I say aware, you understand I'm
 22 saying not only personal knowledge but whether you
 23 had any discussions with Jim Bass or Andrea Rossi or
 24 Colette Sauer or anyone else, no one had given you --
 25 no one had told you that there was any technical

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1 problems that J.M. Products was having in December of
 2 2015?
 3 MR. LEON DE LA BARRA: Object to form.
 4 THE WITNESS: That's correct.
 5 BY MR. PACE:
 6 Q. And no one told you that there was any
 7 reduction or any request to reduce the power to J.M.
 8 Products that it was receiving in December of 2015?
 9 A. Not that I was aware of.
 10 MR. PACE: Sure. We're going to change
 11 subjects. You want to do it right now? Let's
 12 do it right now. Let's take a short break.
 13 THE VIDEOGRAPHER: Off the record. The
 14 time is 3:56.
 15 (Thereupon a brief recess was taken,
 16 after which the following proceedings were had.)
 17 THE VIDEOGRAPHER: We're now back on the
 18 record. The time is 4:05.
 19 (The document referred to was thereupon
 20 marked Johnson Exhibit 40 for Identification, a copy
 21 of which is attached hereto.)
 22 (The document referred to was thereupon
 23 marked Johnson Exhibit 41 for Identification, a copy
 24 of which is attached hereto.)
 25 BY MR. PACE:

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1 Q. Let me hand you two exhibits I've marked
 2 as Exhibit 40 and Exhibit 41.
 3 MR. CHAIKEN: Which one is which?
 4 THE WITNESS: The J.M. is 41. I guess
 5 the e-mail is 40.
 6 MR. PACE: Yes, the e-mail is 40.
 7 BY MR. PACE:
 8 Q. Mr. Johnson, do you recall seeing the
 9 e-mail that's marked as Exhibit 40?
 10 A. Yes, I do.
 11 Q. This was a request by someone from
 12 Industrial Heat to make a visit to the -- the
 13 location where both J.M. Products and Leonardo were
 14 operating in Doral, Florida, correct?
 15 A. Correct.
 16 Q. And this was a request that was made in
 17 December of 2015?
 18 A. Yes.
 19 Q. And Exhibit 41 is your response to
 20 that -- to that e-mail, correct?
 21 A. Correct.
 22 Q. Did you write Exhibit 41?
 23 A. Yes, I did.
 24 Q. It says, J.M. Products, Inc. has been
 25 informed by Leonardo Corporation's attorney, John

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1 Annesser, that he believes that Industrial Heat is in
 2 breach of the license agreement pertaining to the
 3 E-Cat plant and the related intellectual property.
 4 What conversation did you have with
 5 Mr. Annesser?
 6 A. He called me.
 7 MR. LEON DE LA BARRA: Object to form.
 8 THE WITNESS: It was a telephone
 9 conversation.
 10 BY MR. PACE:
 11 Q. What did he tell you?
 12 A. Just what I said.
 13 Q. Did he tell you anything else?
 14 A. Well --
 15 MR. CHAIKEN: I'm going to object to the
 16 form. To the extent that Mr. Annesser was
 17 giving you legal advice or you had spoken to him
 18 about retaining J.M. Products for the purpose of
 19 giving J.M. Products legal advice, I am going to
 20 instruct you not to answer.
 21 BY MR. PACE:
 22 Q. Was John Annesser ever the attorney for
 23 J.M. Products?
 24 A. No.
 25 MR. CHAIKEN: Did you ever consult John

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1 Annesser, at least ask him, to have
 2 conversations prior to seeking retention of
 3 counsel? That's a bad question. Sorry to
 4 interrupt your deposition.
 5 MR. PACE: No, because the letter just
 6 says he's been informed by Leonardo
 7 Corporation's attorney.
 8 MR. CHAIKEN: Yeah. Let me try to
 9 rephrase that.
 10 Did you ever in the course of seeking
 11 legal advice speak to John Annesser about
 12 potentially retaining or for J.M. Products to
 13 potentially retain John Annesser?
 14 THE WITNESS: Yes, I did.
 15 MR. CHAIKEN: Was that conversation the
 16 context of this letter?
 17 THE WITNESS: No.
 18 MR. CHAIKEN: Okay. Didn't mean to
 19 interrupt.
 20 MR. PACE: Fair enough though. You're
 21 taking up all my time.
 22 BY MR. PACE:
 23 Q. What else did you discuss with John
 24 Annesser at that time, December 9, 2015?
 25 A. Just that he foresaw there might be

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1 litigation and that he didn't want anybody accessing
 2 the plant that didn't have the right to do so.
 3 Q. And later states: "It is neither the
 4 intent or desire of J.M. Products to interfere and
 5 become entangled in any dispute between your company
 6 and Leonardo Corporation." You were going to follow
 7 the direction provided by John Annesser, correct?
 8 MR. LEON DE LA BARRA: Object to form.
 9 THE WITNESS: Well --
 10 BY MR. PACE:
 11 Q. You on behalf of J.M. Products was going
 12 to follow the direction provided by Leonardo's
 13 lawyer?
 14 A. Well, my response to John was I don't --
 15 J.M. doesn't need to be caught in the middle of all
 16 this and what if I respond to this request by saying
 17 we don't want to be caught in the middle.
 18 Have, you know, Industrial Heat's
 19 attorney contact you, John.
 20 Q. Did you look at the term sheet prior to
 21 writing this letter?
 22 A. Yes.
 23 Q. Were you aware of whether there were any
 24 limitations on Industrial Heat's ability to visit the
 25 plant?

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1 A. I think the term sheet deals with the
 2 E-Cat facility, not the J.M. Products facility.
 3 Q. Did you understand that the request was
 4 being made to see the J.M. Products side of the Doral
 5 location or the Leonardo side of the Doral location?
 6 A. It was -- well, J.T. Vaughn's request
 7 says a visit to the Miami production facility, so it
 8 wasn't clear to me whether he meant Industrial Heat's
 9 side or J.M.'s side or both.
 10 Q. And it didn't get clarified for you when
 11 he says, the purpose of our visit is to inspect the
 12 1 MW plant to evaluate the monitoring and control
 13 measures currently in place and obtain copies of
 14 records of the operation of the 1 MW plant?
 15 You understood J.M. -- you understood
 16 J.T. Vaughn to simply be asking to visit the Doral --
 17 the Leonardo side of the plant --
 18 MR. CHAIKEN: Object to form.
 19 MR. LEON DE LA BARRA: Object to form.
 20 BY MR. PACE:
 21 Q. -- correct?
 22 A. No, I thought --
 23 Q. You thought he literally wanted to go to
 24 the J.M. Products side of the plant?
 25 A. Both sides.

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1 Q. Okay. Assuming that, in fact, is the
 2 case, what was the basis for refusing to have -- what
 3 did you see in the term sheet in terms of refusing
 4 them access to the Leonardo side of the plant where,
 5 in fact, the plant -- the 1 MW plant was located?
 6 A. Well, I never said they couldn't have
 7 access. I just said talk to John Annesser to
 8 schedule a visit.
 9 Q. Well, you're not agreeing to access,
 10 you're telling him you'll comply if an agreement is
 11 reached between Leonardo and Industrial Heat,
 12 correct?
 13 MR. LEON DE LA BARRA: Object to form.
 14 THE WITNESS: That's correct.
 15 BY MR. PACE:
 16 Q. Okay. You have here -- you close it, "so
 17 that we may all continue to enjoy a mutually
 18 beneficial business relationship."
 19 What's the mutually beneficial business
 20 relationship?
 21 A. That's the agreement between Industrial
 22 Heat and Leonardo on E-Cat and the agreement between
 23 J.M. Products and Leonardo on the production side.
 24 Q. What agreement was there between Leonardo
 25 and J.M. Products on the production side? I thought

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1 we already established there was no such agreement.
 2 MR. LEON DE LA BARRA: Object to form.
 3 THE WITNESS: There was a sublease and
 4 there was I think another agreement that dealt
 5 with compensation.
 6 BY MR. PACE:
 7 Q. Compensation?
 8 A. Uh-huh.
 9 Q. What does that mean?
 10 A. For the use of the power.
 11 Q. Who is compensating whom?
 12 A. J.M. would be compensating Leonardo.
 13 Q. Did J.M. ever compensate Leonardo for the
 14 power it received?
 15 A. And then I think it was supposed to be a
 16 percentage of the production or something along those
 17 lines.
 18 Q. You're telling me -- is there a written
 19 document that reflects that?
 20 A. I believe so.
 21 Q. And you believe it's in your files?
 22 A. If it is it's been produced.
 23 Q. So if it hasn't been produced it doesn't
 24 exist?
 25 A. That's correct.

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1 MR. LEON DE LA BARRA: Object to form.
 2 THE WITNESS: That's right.
 3 BY MR. PACE:
 4 Q. And as you sit here today you are not
 5 aware of any such document?
 6 A. I have a recollection of one but I -- I
 7 can't -- the exact terms of it.
 8 Q. So you think a document exists, if it
 9 existed it was produced to us already, so we should
 10 have it if it was in fact in your production?
 11 A. Correct.
 12 Q. You don't recall the actual terms and you
 13 don't recall any payment being made pursuant to it?
 14 MR. LEON DE LA BARRA: Object to form.
 15 THE WITNESS: That's correct.
 16 BY MR. PACE:
 17 Q. All right. Doesn't that all suggest to
 18 you that there was no such contract?
 19 MR. LEON DE LA BARRA: Object to form.
 20 THE WITNESS: No.
 21 BY MR. PACE:
 22 Q. Okay. You and I have different standards
 23 on when a contract might exist. Let's go to -- I
 24 think I've got -- do you have my February 22 letter?
 25 Let's give them February 22 and March 2nd. I think

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1 platinum powder and enhancing it and they found that
 2 to turn around and sell it back to Johnson Matthey or
 3 somebody else, the price had fallen so much that it
 4 wasn't really profitable to do it.
 5 Q. So you think somebody told you that J.M.
 6 Products was buying platinum or platinum sponges from
 7 Johnson Matthey, doing something to those platinum
 8 sponges and then selling them back to Johnson
 9 Matthey; that's your understanding?
 10 A. Well, that was the plan. I don't know if
 11 it ever came to complete fruition because of the
 12 price of platinum.
 13 Q. So who told you that?
 14 A. I discerned that -- well, Andrea Rossi
 15 had told me about the price and Jim Bass suggested
 16 they're working on doing something different than
 17 platinum.
 18 Q. Let me take a step back. This whole idea
 19 of buying platinum sponges -- sponge from Johnson
 20 Matthey, somehow altering it and then selling it back
 21 to Johnson Matthey, where did you get that as a --
 22 that that's something J.M. Products was doing? Who
 23 told you that?
 24 A. I think that was the plan and that was
 25 Andrea Rossi, Dr. Rossi.

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1 Q. When you say the plan, you're saying this
 2 was the plan back in what, June or July of 2014?
 3 A. Correct.
 4 Q. Are you aware of whether anything was
 5 done to actually implement that plan?
 6 A. Just what we have seen today.
 7 Q. So nothing -- nothing in addition? You
 8 are not aware that there were actual any big -- major
 9 purchases --
 10 A. No.
 11 Q. -- or anything or major sales back to
 12 Johnson Matthey?
 13 A. No.
 14 Q. All right. So a business that didn't buy
 15 much of anything and didn't sell anything still had
 16 to change its business plan from something that it
 17 was going to do in theory but never did, to something
 18 else that it was going to do in theory but would
 19 never do?
 20 MR. CHAIKEN: Object to form.
 21 MR. LEON DE LA BARRA: Object to form.
 22 THE WITNESS: Yeah, I --
 23 BY MR. PACE:
 24 Q. Are you aware of Johnson Matthey -- are
 25 you aware of J.M. Products doing any -- selling any

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1 products involving graphene, any?
 2 A. No, but I think they needed to utilize --
 3 they needed to work out the procedures and the
 4 feasibility of doing that.
 5 Q. And who had to work that out?
 6 A. That was what Jim Bass and Andrea Rossi
 7 were working on.
 8 Q. They were working on some kind of
 9 graphene-related product?
 10 A. Again, the controllers, the robotics on
 11 how to produce it, all that sort of thing.
 12 Q. And you understand that somehow related
 13 to the steam power that was being provided by
 14 Leonardo --
 15 A. That's correct.
 16 Q. -- to J.M. Products; that's correct?
 17 A. Yeah.
 18 Q. And when did this change from one
 19 supposed business plan to another supposed business
 20 plan happen?
 21 MR. LEON DE LA BARRA: Object to form.
 22 THE WITNESS: I don't know.
 23 BY MR. PACE:
 24 Q. 2015, 2016? Can you tell me a year?
 25 A. It might have happened when the

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1 letterhead was changed, but that's conjecture.
 2 Q. Okay. And the only basis you would have
 3 for any of this is statements made to you by either
 4 Andrea Rossi or Jim Bass, correct?
 5 A. Correct.
 6 Q. All right. And if we speak with Jim Bass
 7 and he says he didn't make the statements, then that
 8 would narrow it down to Andrea Rossi, correct?
 9 A. That's correct.
 10 Q. All right. At the time that you wrote
 11 this letter on March 2nd, 2016 you were not aware of
 12 J.M. Products being involved in any actual business
 13 enterprise, correct?
 14 MR. CHAIKEN: Object to form.
 15 MR. LEON DE LA BARRA: Object to form.
 16 THE WITNESS: Other than without the
 17 power plant working, J.M. couldn't do any --
 18 couldn't do anything.
 19 BY MR. PACE:
 20 Q. Will you look for me for a second at the
 21 images that you have as Exhibits 3 and 4.
 22 A. Uh-huh.
 23 Q. Now, if that is the contents of the J.M.
 24 Products container that is at the J.M. Products
 25 warehouse, are you aware of that creating or

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1 manufacturing any products, whether it involves
 2 graphene or platinum or isn't that just a system for
 3 recycling water back into the Leonardo side of the
 4 location?
 5 MR. LEON DE LA BARRA: Object to form.
 6 THE WITNESS: Again, I don't know. I'm
 7 not a technician or an engineer.
 8 BY MR. PACE:
 9 Q. So you have no knowledge of any business
 10 that was going on by J.M. Products?
 11 MR. LEON DE LA BARRA: Object to form.
 12 MR. CHAIKEN: Object to form.
 13 THE WITNESS: No.
 14 BY MR. PACE:
 15 Q. So you weren't aware of any jeopardy to
 16 any business? I mean if no business was being
 17 conducted to your knowledge there was no jeopardy to
 18 any business, correct?
 19 MR. LEON DE LA BARRA: Object to form.
 20 THE WITNESS: Yes, if no business was
 21 being conducted.
 22 BY MR. PACE:
 23 Q. You make a reference here to -- you don't
 24 have objection to a visit to the plant or to
 25 additional security if it does not include any

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1 personnel in the J.M. Products facility. Why was
 2 that included?
 3 A. Well, it says additional security and --
 4 Q. Additional security provided at no cost
 5 to J.M. Products. I understand that you don't want
 6 to pay for additional security, correct?
 7 A. Right.
 8 Q. Why do you not want additional security
 9 for the J.M. Products side?
 10 A. Well, at this time the friction between
 11 Industrial Heat and Leonardo seemed to be heating up
 12 and we were concerned about who they are going to
 13 hire, what they are going to do there, that sort of
 14 thing.
 15 Q. So you had concerns that if there was any
 16 operations going on on the J.M. Products side, which
 17 you were not aware of, but if there were operations
 18 on the J.M. Products side that such additional
 19 security might interfere with or damage that
 20 equipment?
 21 A. Well --
 22 MR. LEON DE LA BARRA: Object to form.
 23 THE WITNESS: -- not so much that but seek
 24 out some kind of proprietary information or
 25 something along those lines.

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1 BY MR. PACE:
 2 Q. Are you aware of J.M. Products ever
 3 having any proprietary information?
 4 A. No.
 5 Q. All right. Are you aware of whether J.M.
 6 Products had insurance for its location for the Doral
 7 warehouse?
 8 MR. LEON DE LA BARRA: Object to form.
 9 THE WITNESS: I'm not.
 10 BY MR. PACE:
 11 Q. Are you aware of whether J.M. Products
 12 had insurance to cover the operation of the plant?
 13 A. No, I'm not aware of that.
 14 Q. Do you believe that you would be aware if
 15 J.M. Products actually had procured any insurance
 16 policies?
 17 A. No, probably would not have been aware.
 18 Q. Who would have obtained such insurance
 19 coverage, if not you?
 20 A. It might have been obtained through
 21 Leonardo because Leonardo had the lease on the entire
 22 facility.
 23 Q. So that would be -- you're saying
 24 Leonardo might have had an insurance policy that
 25 covered J.M. Products?

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1 A. Correct, or there might have been some
 2 sort of rider to Leonardo's policy that extended to
 3 J.M. I'm not aware of that though.
 4 Q. You're not aware of that but you could
 5 see that that's one possibility, but in terms of J.M.
 6 Products itself buying an insurance policy, you're
 7 not aware of it ever buying any insurance policy or
 8 insurance coverage?
 9 A. Correct. Typically the lease between the
 10 landlord and the tenant would require the tenant to
 11 carry insurance.
 12 Q. We'll look at the term sheet in a few
 13 minutes. I think the term sheet required you to have
 14 -- Industrial Heat to -- required J.M. Products to
 15 have insurance, but we will look at that in a
 16 second. Let's go to April 11.
 17 (The document referred to was thereupon
 18 marked Johnson Exhibit 44 for Identification, a copy
 19 of which is attached hereto.)
 20 BY MR. PACE:
 21 Q. I hand you what's been marked as Exhibit
 22 44. Looking at Exhibit 44, this is a letter you
 23 signed. This is a letter you also wrote, correct?
 24 A. That's correct.
 25 Q. You make reference here that the plant

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1 reoperating at the Doral location and you know that
 2 by the time April 27th came around a few days -- a
 3 couple of weeks later, they were refusing to operate
 4 the plant at the Doral warehouse?
 5 MR. CHAIKEN: Object to form.
 6 MR. LEON DE LA BARRA: Same objection.
 7 THE WITNESS: Yes.
 8 BY MR. PACE:
 9 Q. So that doesn't involve conversations
 10 between me and John Annesser, John Annesser and Santa
 11 Claus or anybody else, right, those involve your
 12 conversations?
 13 MR. CHAIKEN: Object to form.
 14 THE WITNESS: Correct.
 15 MR. LEON DE LA BARRA: Object to form.
 16 MR. PACE: I know, but at some point --
 17 MR. LEON DE LA BARRA: Come on, Chris.
 18 MR. PACE: I don't need to be jerked
 19 around too much. Come on.
 20 BY MR. PACE:
 21 Q. Here is the exhibit marked -- I am going
 22 to mark this as Exhibit 47.
 23 (The document referred to was thereupon
 24 marked Johnson Exhibit 47 for Identification, a copy
 25 of which is attached hereto.)

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1 BY MR. PACE:
 2 Q. I think you testified about this
 3 previously. This is a May 20 -- I'm sorry, I may
 4 have said this already but this is a May 23, 2016
 5 letter from Fernando Aran to Leonardo Corporation,
 6 care of John Annesser, correct?
 7 A. Correct.
 8 Q. And this is after J.M. Products had
 9 engaged Fernando Aran, his firm to represent them?
 10 A. That's correct.
 11 Q. Did you have any role in drafting this
 12 letter or was this drafted by Mr. Aran?
 13 MR. LEON DE LA BARRA: Object to form.
 14 THE WITNESS: Mr. Aran.
 15 BY MR. PACE:
 16 Q. It refers to J.M. Products' termination
 17 of that certain industrial gross sublease with
 18 Leonardo Corporation, dated as of August 13, 2014,
 19 the sublease.
 20 MR. LEON DE LA BARRA: Object to form.
 21 BY MR. PACE:
 22 Q. I'm sorry, I'm sure I just misread that
 23 so let me do that again.
 24 MR. LEON DE LA BARRA: The date, yeah.
 25 BY MR. PACE:

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1 Q. The first sentence is: This letter is to
 2 confirm J.M. Product -- Products Inc.'s termination
 3 of that certain industrial gross sublease with
 4 Leonardo Corporation dated as of August 13, 2000 --
 5 August 30th --
 6 MR. LEON DE LA BARRA: Object to form.
 7 BY MR. PACE:
 8 Q. Dated as of August 30th, 2014. Are you
 9 aware of any written document that is an industrial
 10 gross sublease between Leonardo Corporation and J.M.
 11 Products?
 12 A. Yes, there is a -- there is a written
 13 sublease.
 14 Q. All right. Are you aware of any payments
 15 being made pursuant to that written sublease?
 16 A. No.
 17 Q. Given that I think it's Exhibit 5 or 6.
 18 I don't know if you need to go back. Given that
 19 Andrea Rossi advised you on September 1st that he had
 20 found the location, the Doral warehouse location, is
 21 it your understanding that this -- this agreement
 22 actually was signed sometime after September 1st?
 23 A. Correct.
 24 Q. Okay. This letter makes reference to the
 25 operations of J.M. Products being shut down. At this

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1 time in May of 2016, do you know what -- do you know
 2 what, if any, operations J.M. Products had?
 3 A. It stopped doing anything as of the time
 4 the plant was shut down.
 5 Q. As of February 15 of 2016 are you aware
 6 of any operations that J.M. Products had?
 7 A. I believe they were working on getting
 8 the graphene production going. Again, I don't have
 9 personal knowledge of that. That's what I have been
 10 told.
 11 Q. By either Andrea Rossi and/or Jim Bass?
 12 A. Correct.
 13 Q. What was the equipment or other items of
 14 personal property that could be maintained on the
 15 premises, if you know?
 16 A. I don't know.
 17 Q. Just to identify it in the letter. I
 18 should be doing it. I should have done it this way
 19 to start. I apologize.
 20 The letter says that J.M. Products may
 21 have equipment and other items of personal property
 22 even after the termination of the lease. Are you
 23 aware of whether there was any equipment or other
 24 items of personal property of J.M. Products at the
 25 Doral warehouse in May of 2016?

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1 A. No.
 2 MR. LEON DE LA BARRA: Object to form.
 3 (The document referred to was thereupon
 4 marked Johnson Exhibit 48 for Identification, a copy
 5 of which is attached hereto.)
 6 BY MR. PACE:
 7 Q. I'm handing you now what's marked as
 8 Exhibit 48. We need to change our videotape here in
 9 a second, so let me just kind of give you just one
 10 minute here on the document though.
 11 Do you recognize this term sheet?
 12 A. Yes, I do.
 13 Q. Do you recognize this as the term sheet
 14 that addresses the relationship between Industrial
 15 Heat, Leonardo Corporation and J.M. Products, back
 16 then known as J.M. Chemical Products?
 17 A. Correct.
 18 Q. Do you recall executing this term sheet
 19 in August of 2014?
 20 A. Yes.
 21 Q. You signed it on behalf of J.M. Chemical
 22 Products, Inc., that's your signature on the second
 23 page?
 24 A. Yes, it is.
 25 MR. PACE: All right. Let's take a quick

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1 break.
 2 THE VIDEOGRAPHER: Going off the record.
 3 The time is 4:49.
 4 (Thereupon a brief recess was taken,
 5 after which the following proceedings were had.)
 6 THE VIDEOGRAPHER: We're now back on the
 7 record. The time is 5:01, media number five.
 8 BY MR. PACE:
 9 Q. Mr. Johnson, you have before you what is
 10 marked as Exhibit 48, I believe, is that correct?
 11 A. Correct.
 12 Q. And this is the term sheet that you
 13 signed on behalf of J.M. Chemical Products in August
 14 13th of 2014?
 15 A. Correct.
 16 Q. It says here, first of all, JMC. That's
 17 the short for J.M. Chemical Products, correct?
 18 A. Yes.
 19 Q. "JMC operates a production facility in
 20 Miami, Florida which requires low temperature
 21 steam." That's not accurate, is it?
 22 MR. LEON DE LA BARRA: Object to the
 23 form.
 24 THE WITNESS: On August 13 of 2014 it
 25 wasn't up and running.

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1 BY MR. PACE:
 2 Q. In fact, Andrea Rossi had not even found
 3 the Doral warehouse location yet, correct?
 4 A. Correct.
 5 Q. All right. So there was no JMC or J.M.
 6 Products -- I'm sorry, let's do it this way.
 7 In this context the reference to J.M.
 8 Chemical Products is what later became the company
 9 J.M. Products, correct?
 10 A. That's correct.
 11 Q. So if I refer to JMC or to J.M. Products,
 12 you understand that to be the same company?
 13 A. Correct.
 14 Q. Thank you. I appreciate that. So there
 15 was no -- J.M. Products at this time, August of 2014,
 16 had no production facility in Miami, Florida,
 17 correct?
 18 A. That's correct.
 19 Q. Had no requirement for low temperature
 20 steam, correct?
 21 MR. LEON DE LA BARRA: Object to form.
 22 THE WITNESS: Correct.
 23 BY MR. PACE:
 24 Q. At this point in time, to the best of
 25 your knowledge, you were not -- you did not know

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1 where J.M. Products might have a production facility
 2 in the future, correct?
 3 A. That's right.
 4 Q. And you didn't know what J.M. Products
 5 might produce, if anything, in the future?
 6 MR. LEON DE LA BARRA: Object to form.
 7 THE WITNESS: Correct.
 8 BY MR. PACE:
 9 Q. I think you testified earlier today there
 10 was no real business plan for J.M. Products back at
 11 this time, in August of 2014, correct?
 12 MR. CHAIKEN: Object to form.
 13 MR. LEON DE LA BARRA: Object to form.
 14 THE WITNESS: Not that I was aware of,
 15 correct.
 16 BY MR. PACE:
 17 Q. On what basis at this point -- again,
 18 simply just at this point in time, in August of 2014,
 19 on what -- on what basis would J.M. Products or J.M.
 20 Chemical Products have paid a thousand dollars a day
 21 to Industrial Heat?
 22 MR. LEON DE LA BARRA: Object to form.
 23 THE WITNESS: Well, according to the
 24 terms that are in this sheet, once the plant is
 25 installed and operating at that level, one

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1 megawatt.
 2 BY MR. PACE:
 3 Q. At that point -- when you signed this
 4 term sheet in August of 2014 did you have a basis to
 5 know that J.M. Products or J.M. Chemical Products
 6 would have a thousand dollars a day to be able to pay
 7 to Industrial Heat?
 8 A. Did I personally?
 9 Q. Yes. Did you know?
 10 A. No.
 11 Q. Because we just established you didn't
 12 have a production -- you. J.M. Products --
 13 A. Yes.
 14 Q. -- J.M. Chemical Products did not have a
 15 production facility, correct?
 16 A. Correct.
 17 Q. They did not have any current need for
 18 low temperature steam, correct?
 19 MR. LEON DE LA BARRA: Object to form.
 20 THE WITNESS: Correct.
 21 BY MR. PACE:
 22 Q. They didn't have any kind of written
 23 business plan, correct?
 24 A. Correct.
 25 Q. All right. Had Andrea Rossi told you

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1 that he would pay the thousand dollars a day?
 2 A. No.
 3 Q. Okay. So you didn't have an agreement --
 4 J.M. Products or J.M. Chemical Products didn't have
 5 an agreement with Andrea Rossi to pay a thousand
 6 dollars a day?
 7 A. Again, there was an agreement, that I
 8 recall, that would have been produced, between J.M.
 9 and Leonardo regarding the use of and the production
 10 of -- by J.M.
 11 Q. I thought what you are referring to
 12 earlier was actually the term sheet.
 13 A. No.
 14 Q. So you -- there is a separate --
 15 A. There is the sublease, the term sheet and
 16 the separate agreement.
 17 Q. And if such a separate agreement existed
 18 it would have been -- you believe it would have been
 19 produced in discovery and if not we can make a demand
 20 for it?
 21 A. Correct.
 22 Q. All right.
 23 MR. LEON DE LA BARRA: Object to the
 24 form.
 25 MR. PACE: Pardon?

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1 MR. LEON DE LA BARRA: Objection to
 2 form.
 3 BY MR. PACE:
 4 Q. Objection to production. You don't
 5 recall whether there is actually a written agreement?
 6 A. I recall a written agreement.
 7 Q. Okay. And going back to the terms of
 8 this agreement, refresh my recollection again, what
 9 do you believe the terms are of this agreement
 10 between J.M. Products and Leonardo Corporation?
 11 A. It required Leonardo to pay certain costs
 12 of J.M. and in return I believe Leonardo would
 13 receive the product that was produced. Again, my
 14 recollection is very, very skinny.
 15 Q. I'm just trying to understand.
 16 Industrial Heat and Leonardo are by this term sheet
 17 supposed to be involved in providing steam power to
 18 J.M. Products or J.M. Chemical Products, correct?
 19 A. Correct.
 20 Q. You believe there is also agreement
 21 whereby Leonardo Corporation is going to pay J.M.
 22 Products or J.M. Chemical Products for whatever they
 23 might produce?
 24 A. Correct.
 25 Q. All right. And as time goes on, for

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1 example, 2015, 2016, J.M. Products, to the best of
 2 your knowledge, doesn't produce any products,
 3 correct?
 4 A. Correct, to the best of my knowledge.
 5 There may have been product produced and there may
 6 have been --
 7 Q. Right. But you as the president of J.M.
 8 Products has no idea that any product was produced by
 9 J.M. Products?
 10 A. That's correct.
 11 MR. LEON DE LA BARRA: Object to form.
 12 BY MR. PACE:
 13 Q. Yet Andrea Rossi or Leonardo were paying
 14 money to J.M. Products, depositing into their bank
 15 account? I'm sorry. Leonardo and -- Leonardo and/or
 16 Andrea Rossi were paying money to J.M. Products but
 17 not in exchange for receiving products from J.M.
 18 Products?
 19 MR. CHAIKEN: Object to form.
 20 MR. LEON DE LA BARRA: Object to form.
 21 THE WITNESS: Again, I don't know if any
 22 product was received.
 23 BY MR. PACE:
 24 Q. You are not aware of any?
 25 A. I am not aware of any.

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1 Q. But you are aware that Leonardo and
 2 Andrea Rossi were paying money to J.M. Products?
 3 A. Yes.
 4 Q. So to the best of your knowledge they
 5 were paying money but they weren't getting anything
 6 back for it?
 7 MR. CHAIKEN: Object to form.
 8 MR. LEON DE LA BARRA: Object to form.
 9 THE WITNESS: Again, as far as I know,
 10 yes.
 11 BY MR. PACE:
 12 Q. If you go to number 12 on this list, or
 13 in the term sheet, it says: "JMC will provide
 14 reasonable insurance covering the cost of any damage
 15 caused by the 1 MW plant, naming IH and Leonardo as
 16 additional insureds."
 17 Did J.M. Products or J.M. Chemical
 18 Products -- I think we've covered this already but I
 19 am just going to ask you -- did they ever obtain any
 20 insurance?
 21 A. Again, not that I am aware of but there
 22 may have been insurance, like I said before, through
 23 Leonardo's insurance policy.
 24 Q. So which --- one would have expected to
 25 reference Leonardo and then naming JMC as additional

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1 insured?
 2 A. Additional insured, correct.
 3 Q. So at least as to what is written here
 4 for 12, you know J.M. Products never complied with
 5 this requirement?
 6 MR. LEON DE LA BARRA: Object to form.
 7 THE WITNESS: To my knowledge, that's
 8 correct.
 9 BY MR. PACE:
 10 Q. And do you think that J.M. Products would
 11 have purchased any insurance coverage without you
 12 knowing?
 13 A. It's possible.
 14 Q. By whom? Who would have done that?
 15 A. It would have been done through Andrea
 16 Rossi.
 17 Q. This goes back to your idea that Leonardo
 18 would have gotten an insurance policy naming J.M.
 19 Products as an additional insured?
 20 A. Correct.
 21 Q. But I think what we were just talking
 22 about is that's not really the way this is written?
 23 A. No, it's not.
 24 Q. This is written for J.M. Products to
 25 obtain an insurance policy. I think what you are

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1 saying is if J.M. Products had obtained the insurance
 2 policy you would have known about it, you don't know
 3 about it, therefore to the best of your knowledge
 4 they never obtained such a policy?
 5 MR. LEON DE LA BARRA: Object to form.
 6 MR. CHAIKEN: Object to form.
 7 THE WITNESS: Correct.
 8 BY MR. PACE:
 9 Q. Number 13. Can you read number 13 for
 10 me?
 11 A. "IH will be allowed to visit the one
 12 megawatt plant at any time with customers or with IH
 13 personnel."
 14 Q. Is this -- IH is a reference to
 15 Industrial Heat?
 16 A. Yes.
 17 Q. Does this allow Leonardo to object to
 18 Industrial Heat visiting the 1 MW plant?
 19 A. Not the way I interpret it, no.
 20 Q. Does it provide a basis for J.M. Products
 21 to object to Industrial Heat visiting the 1 MW plant?
 22 A. No.
 23 Q. And yet based on this term sheet earlier
 24 I think you testified is why you didn't allow the
 25 access by Industrial Heat to the plant or to the

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1 Doral location where the plant was because Leonardo
 2 said they had a dispute with Industrial Heat,
 3 correct?
 4 MR. LEON DE LA BARRA: Object to form.
 5 MR. CHAIKEN: Object to form.
 6 THE WITNESS: Correct.
 7 BY MR. PACE:
 8 Q. Were there any records of the operations
 9 at the Doral location that were kept by J.M.
 10 Products?
 11 A. I don't know.
 12 Q. Who would know?
 13 A. Andrea Rossi, because he ran the
 14 operation, and maybe Jim Bass.
 15 Q. So if the records weren't produced by Jim
 16 Bass, if those records existed they were records that
 17 were created and maintained by Andrea Rossi?
 18 A. Correct.
 19 MR. CHAIKEN: Object to form.
 20 MR. LEON DE LA BARRA: Object to form.
 21 BY MR. PACE:
 22 Q. Last entry number 20 says: "The
 23 confidentiality agreement entered as of July 28,
 24 2014, by and between Industrial Heat and JMC shall
 25 continue in full force and effect."

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1 Do you recall if J.M. Chemical Product --
 2 you on behalf of J.M. Chemical Products entering an
 3 agreement, a confidentiality agreement with
 4 Industrial Heat?
 5 A. Yes.
 6 Q. Do you recall that was dated as of the
 7 date that it was created, in other words that it was
 8 signed on July 28th, 2014?
 9 A. I don't recall but I presumed if it was
 10 dated that day, that's the day it was signed.
 11 Q. And that was the day you were in Durham,
 12 North Carolina? Raleigh-Durham. I'm sorry, I said
 13 Durham.
 14 A. I don't know.
 15 Q. Rather you were in Raleigh, North
 16 Carolina?
 17 A. I don't know.
 18 Q. At some point you were in Raleigh, North
 19 Carolina --
 20 A. Yes.
 21 Q. -- around this time period, correct?
 22 A. That's correct.
 23 Q. And it was in connection with discussing
 24 the term sheet? Let me rephrase it.
 25 Was it in connection with discussing J.M.

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1 Products or J.M. Chemical Products?
 2 A. It was -- yes, and it was in conjunction
 3 with relocating the plant from Raleigh to Miami.
 4 Q. So that --
 5 A. And JMC utilizing the plant. It
 6 encompassed all of that.
 7 Q. That's helpful. So the way those two are
 8 connected is what you went up there to discuss with
 9 Industrial Heat, along with Andrea Rossi, was to tell
 10 them that it made sense or it would be good to allow
 11 the plant to be moved from North Carolina to Florida
 12 so that it could be used to provide power to J.M.
 13 Chemical Products?
 14 A. Yes.
 15 Q. Okay. Did you ever sign a
 16 confidentiality agreement? I keep saying you. I
 17 apologize.
 18 Did J.M. Products ever sign a
 19 confidentiality agreement with Leonardo Corporation?
 20 A. Not that I can recall.
 21 Q. Okay. So going back to this meeting in
 22 Raleigh, you believe it occurred sometime in the kind
 23 of -- this late July time period.
 24 It's during this meeting that you sign
 25 a -- I'm sorry. Well, you on behalf of J.M. Chemical

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1 Products signs a confidentiality agreement with
 2 Industrial Heat?
 3 A. I don't recall signing it then but all
 4 that -- the dates are very close.
 5 Q. Okay. So you might have signed the
 6 confidentiality agreement before or after?
 7 A. The day before, day after, something like
 8 that. I don't know.
 9 Q. The purpose of the trip was to explain to
 10 Industrial Heat or for you and Andrea Rossi to
 11 explain to Industrial Heat why Industrial Heat should
 12 agree that the plant should be moved -- the plant,
 13 meaning the 1 MW plant, should be moved from North
 14 Carolina to Florida, correct?
 15 MR. CHAIKEN: Object to form.
 16 MR. LEON DE LA BARRA: Object to form.
 17 THE WITNESS: Yes, it was basically to
 18 initiate the discussions which terminated or
 19 ended with the terms of the term sheet.
 20 BY MR. PACE:
 21 Q. Okay. And the reason for the -- and the
 22 reason you presented -- I'm sorry, who did you meet
 23 with? Do you remember meeting someone named Tom
 24 Darden?
 25 A. Correct.

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1 Q. Do you remember meeting somebody named
 2 John Mazzarino?
 3 A. I don't recall, no. He might have been
 4 there because I think there was another person there
 5 besides J.T. Vaughn.
 6 Q. So there was J.T. Vaughn, there was Tom
 7 Darden, there was a third person. Can you give me
 8 any description of the third person?
 9 A. He was working on the plant, that's all I
 10 recall, and it was Fulvio Fabiani.
 11 Q. Does the name T. Barker Dameron mean
 12 anything to you?
 13 A. No.
 14 Q. May not.
 15 A. Again, when we sat down to discuss these
 16 matters it was Tom Darden, J.T. Vaughn, Andrea Rossi
 17 and me.
 18 Q. Just the four of you?
 19 A. Right, the other people were not involved
 20 in those discussions.
 21 Q. Were these discussions -- when you went
 22 up there you guys all went out to lunch together?
 23 A. Right. We landed at the airport. Fulvio
 24 picked us up. Took us to the restaurant. We met
 25 Darden and Vaughn, had lunch, left from there to the

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1 facility they had in Raleigh.
 2 Q. And during this time together -- I'm
 3 sorry. Prior to going up there what discussions had
 4 you had with Andrea Rossi in terms of why you were
 5 going, what your role was going to be when you went
 6 up there?
 7 A. Just the basics of setting up J.M.
 8 Chemical, having J.M. Chemical operate a facility
 9 utilizing the E-Cat as the power plant.
 10 Q. Okay.
 11 A. And he said, you know, any of the
 12 technical issues or whatever, you know, that's my
 13 bailiwick, you take care of if they have questions
 14 regarding the corporation, how it's set up, ownership
 15 and that sort of thing.
 16 Q. And did you discuss with Andrea Rossi
 17 that the goal of this trip was to convince Industrial
 18 Heat to allow the plant to be moved from North
 19 Carolina to Florida?
 20 MR. CHAIKEN: Object to form.
 21 MR. LEON DE LA BARRA: Object to form.
 22 THE WITNESS: Again, I think that was a
 23 given. There was no other reason to make the
 24 trip.
 25 BY MR. PACE:

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1 Q. I am not disagreeing with you. I'm
 2 sorry. When you say it's a given, I don't know if
 3 that's kind of inherently obvious or you must have
 4 had some kind of discussion with Andrea Rossi to
 5 learn that or are you saying you came to the
 6 conclusion yourself?
 7 A. No, he said I want to set up a facility
 8 here in Miami.
 9 Q. All right. So you understood that based
 10 on your discussions with Andrea Rossi you understood
 11 that the reason for going to North Carolina was to
 12 convince Industrial Heat to allow the plant to be
 13 moved from North Carolina to Florida?
 14 A. Correct.
 15 Q. All right. And to do so the plan was to
 16 present the proposal that the plant would be used in
 17 connection with this J.M. Chemical Products company?
 18 A. Correct.
 19 Q. And at the time J.M. Chemical Products
 20 didn't have any production facility in Miami,
 21 correct?
 22 MR. LEON DE LA BARRA: Object to the
 23 form.
 24 THE WITNESS: Correct.
 25 BY MR. PACE:

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1 Q. It didn't have any employees in Miami?
 2 A. Correct.
 3 (The document referred to was thereupon
 4 marked Johnson Exhibit 49 for Identification, a copy
 5 of which is attached hereto.)
 6 BY MR. PACE:
 7 Q. Mr. Johnson, I am handing you what's been
 8 marked as Johnson Exhibit 49. Do you recall seeing
 9 drafts of the term sheet?
 10 A. No, I don't.
 11 Q. Do you recall who first prepared the term
 12 sheet?
 13 A. No, I don't. It wasn't me.
 14 Q. Did you ever look at the term sheet to
 15 make comments or revisions to the term sheet?
 16 A. No.
 17 Q. The e-mail I just handed you, it's marked
 18 as Exhibit 49, is dated August 7, 2014?
 19 A. Correct.
 20 Q. This is -- this is at least after your
 21 meeting in North Carolina, correct?
 22 A. Correct.
 23 Q. There are revisions to a term sheet that
 24 are made to eliminate Johnson Matthey and replace it
 25 with J.M. Chemical Products.

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1 When you were in Raleigh, North Carolina
 2 meeting with Tom Darden, J.T. Vaughn and possibly a
 3 third person at times, what discussion was had of
 4 Johnson Matthey?
 5 A. I remember the name came up but I had
 6 absolutely no idea what Johnson Matthey was or is or
 7 was at the time.
 8 Q. At the time you didn't know what Johnson
 9 Matthey was?
 10 A. Didn't know.
 11 Q. You now know what Johnson Matthey is?
 12 A. Correct.
 13 Q. Okay. In what context did Johnson
 14 Matthey come up? Was there questions about whether
 15 there was going to be an association or affiliation
 16 with Johnson Matthey?
 17 A. I think it was Darden asking rather
 18 technical questions about what is J.M. going to do
 19 and I think it was -- obviously I didn't answer so it
 20 must have been Andrea Rossi that answered, obtain
 21 materials from Johnson Matthey and process those
 22 materials.
 23 Then he was asking me what's the
 24 temperature going to be required and how long.
 25 That's not my job. It's not my role. Talk to

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1 Andrea.
 2 Q. You had no idea how the 1 MW plant -- let
 3 me ask this. At the time you had no idea how the
 4 1 MW plant worked, correct?
 5 A. I still don't know the details.
 6 Q. That's what I was going to ask you. Let
 7 me just do this. At the time you didn't know how the
 8 1 MW plant worked, correct?
 9 A. No, that's correct.
 10 Q. Even as of today you don't know how the
 11 1 MW plant works?
 12 A. I have a general idea of what it's
 13 supposed to do and how it works but the technical
 14 aspects of it, no.
 15 Q. A term sheet was prepared to include
 16 Johnson Matthey as a party to this agreement. Isn't
 17 it true that in the meeting in North Carolina there
 18 was discussion about whether J.M. Products was an
 19 affiliate or subsidiary of Johnson Matthey?
 20 MR. CHAIKEN: Object to form.
 21 MR. LEON DE LA BARRA: Object to form.
 22 THE WITNESS: I don't recall that.
 23 BY MR. PACE:
 24 Q. All right.
 25 (The document referred to was thereupon

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1 marked Johnson Exhibit 50 for Identification, a copy
 2 of which is attached hereto.)
 3 BY MR. PACE:
 4 Q. So Mr. Johnson, I am handing you what is
 5 marked as -- poorly marked as Johnson Exhibit 50.
 6 This is an e-mail from you to J.T. Vaughn and Tom
 7 Darden at Industrial Heat, correct?
 8 A. That's correct.
 9 MR. CHAIKEN: I'm sorry, Chris, could we
 10 get a copy?
 11 MR. PACE: Yes. I apologize.
 12 MR. CHAIKEN: I would like to be able to
 13 follow along. We're good, Chris. Go ahead.
 14 BY MR. PACE:
 15 Q. I'm sorry. This is an August 7 e-mail
 16 from you to J. Vaughn and T. Darden, with a copy to
 17 Andrea Rossi, correct?
 18 A. That's correct.
 19 Q. And if we turn in here, this is -- you
 20 have signed a compliance with OFAC form, correct?
 21 A. Correct.
 22 Q. We will get to it in just a minute
 23 because we've got kind of the subsequently corrected
 24 version, but I wanted to talk about the date here.
 25 You were intending to sign this on behalf

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1 of J.M. Chemical Products, correct?
 2 A. That's correct.
 3 Q. And again, I will get to the corrected
 4 one here in a minute. I just want to go to this
 5 because the dates match up quite well with what we
 6 were just talking about.
 7 It says JMC is owned by an entity formed
 8 in the United Kingdom. Was there any such entity
 9 formed in the United Kingdom that owned J.M. Chemical
 10 Products and/or J.M. Products?
 11 A. No.
 12 Q. In fact, J.M. Chemical Products/J.M.
 13 Products was owned by the Platinum Trust, the
 14 beneficiary of whom was Francesco Di Giovanni?
 15 MR. LEON DE LA BARRA: Objection to form.
 16 THE WITNESS: Correct. Correct. There
 17 was an intent to create either a trust or a
 18 business entity in the United Kingdom but when
 19 we started pricing it the prices were
 20 astronomical.
 21 BY MR. PACE:
 22 Q. Okay. But by -- this is -- this is -- if
 23 you look at the e-mail, this is August of 2014.
 24 A. Right.
 25 Q. J.M. Products had already been -- J.M.

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1 Chemical Products had already been formed, correct?
 2 A. Correct.
 3 Q. Platinum American Trust had already been
 4 formed, correct?
 5 A. Correct.
 6 Q. And Di Giovanni was already an owner of
 7 or the beneficiary of the Platinum American Trust,
 8 correct?
 9 A. Correct.
 10 Q. So this could have said is owned by an
 11 entity formed in the United States and that would
 12 have been accurate?
 13 A. That's correct.
 14 Q. Now, J.M. Products was formed at the
 15 request of Andrea Rossi, correct?
 16 A. Correct.
 17 Q. J.M. Products was operated under the
 18 direction of Andrea Rossi, correct? In other words,
 19 if he told you -- if he told J.M. Products to do
 20 something or Leonardo told J.M. Products to do
 21 something, they did it, correct?
 22 A. Yeah. Yes.
 23 Q. The expenses of J.M. Products were paid
 24 for by Leonardo or Andrea Rossi, correct?
 25 A. Correct.

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1 Q. And J.M. Products' existence made no
 2 sense but for Andrea Rossi and Leonardo, correct?
 3 MR. CHAIKEN: Object to form.
 4 MR. LEON DE LA BARRA: Object to form.
 5 THE WITNESS: You said made no sense?
 6 Well --
 7 BY MR. PACE:
 8 Q. That's a bad question. Let me start over
 9 again.
 10 A. Yeah.
 11 Q. J.M. Products had no business reason to
 12 exist independent of Andrea Rossi and Leonardo
 13 Corporation?
 14 MR. CHAIKEN: Object to form.
 15 MR. LEON DE LA BARRA: Object to form.
 16 THE WITNESS: I disagree with that. You
 17 may want a separate entity formed for the
 18 production side of things, for liability
 19 purposes if nothing else.
 20 BY MR. PACE:
 21 Q. Fair enough. And you are saying that --
 22 but that still would be connected to -- Andrea
 23 Rossi --
 24 A. Yes.
 25 Q. -- is the one that had the business

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1 created, correct?
 2 A. Correct.
 3 Q. The only reason the business existed was
 4 because Andrea Rossi wanted to have it created,
 5 correct?
 6 A. That's correct.
 7 MR. LEON DE LA BARRA: Object to form.
 8 BY MR. PACE:
 9 Q. And Andrea Rossi brought to you
 10 Di Giovanni to be the owner of, or to be the
 11 beneficiary of the trust that you would form,
 12 correct?
 13 MR. CHAIKEN: Object to form.
 14 THE WITNESS: Yes.
 15 MR. LEON DE LA BARRA: Same objection.
 16 BY MR. PACE:
 17 Q. And you formed the trust, Platinum
 18 American Trust, solely to own J.M. Products, correct?
 19 A. Correct.
 20 Q. So somehow for this document at least the
 21 notion that you knew who -- you knew who owned J.M.
 22 Chemical Products?
 23 A. Yes.
 24 Q. You knew that it wasn't owned by an
 25 entity formed in the United Kingdom?

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1 A. Correct.
 2 Q. Did you not -- did you or did you not
 3 understand the remainder of this to be asking about
 4 whether there was kind of a significant connection
 5 between Andrea Rossi, you and -- I'm sorry, between
 6 either you and Andrea Rossi and J.M. Chemical
 7 Products, wasn't that an issue that was addressed up
 8 in North Carolina?
 9 MR. CHAIKEN: Object to form.
 10 MR. LEON DE LA BARRA: Object to form.
 11 BY MR. PACE:
 12 Q. I'm pointing you to the document. I
 13 shouldn't do that.
 14 A. No.
 15 Q. I did that poorly.
 16 A. That wasn't addressed in North Carolina.
 17 Q. You never discussed in North Carolina
 18 what connection existed between either you or Andrea
 19 Rossi and J.M. Chemical Products?
 20 A. Well, no, but they knew that I was Andrea
 21 Rossi's attorney. I was the person that acted as
 22 escrow agent for the \$10 million.
 23 Q. I understand.
 24 A. And it was explained to them that I was
 25 there to answer any of those legal-type questions and

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1 that the operation of J.M. Products was going to be
 2 handled by Andrea Rossi.
 3 Q. You are saying in the meeting in Durham,
 4 North Carolina the folks at Industrial Heat were told
 5 that Andrea Rossi was going to operate J.M. Products,
 6 or J.M. Chemical Products as it was known back then?
 7 A. I don't know if they were explicitly told
 8 that but I said I have nothing to do with the
 9 operational side of it. That's going to be handled
 10 through Andrea Rossi.
 11 Q. All right. Did you -- but the person who
 12 was going to handle the operational side of J.M.
 13 Products is in fact Andrea Rossi?
 14 A. Yes.
 15 Q. Right. It would have been a truthful
 16 statement if you said that J.M. -- the operations of
 17 J.M. Products are going to be run by Andrea Rossi?
 18 A. Yes, and it was my impression that that's
 19 what they understood.
 20 Q. So to the best of your knowledge that's
 21 in fact what you told them?
 22 A. Yeah. That's correct.
 23 Q. Okay. And Andrea Rossi didn't contradict
 24 you in that?
 25 A. I don't know if that representation was

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1 made by me or by Andrea Rossi but yes, that's what
 2 they were told.
 3 Q. In fact, let me rephrase that. I can say
 4 it better. The representation was made -- I can't
 5 say it better than you can. I can ask my question
 6 better.
 7 Either you or Andrea Rossi made the
 8 representation to the folks from Industrial Heat that
 9 Andrea Rossi would be operating J.M. Chemical
 10 Products, correct?
 11 A. Correct, or if it wasn't him personally
 12 operating it, it would be operated under his
 13 direction.
 14 Q. Okay. And to the best of your knowledge
 15 or recollection whoever said that, the other one
 16 didn't disagree with it and in fact you believe would
 17 have agreed with it?
 18 A. Correct.
 19 Q. Okay. Who noticed that the wrong company
 20 name was used on the compliance with OFAC form?
 21 A. The JMC Chemicals versus J.M. Chemicals?
 22 Q. Yes.
 23 A. I believe that was J.T. Vaughn because he
 24 sent me an e-mail maybe the next day or two days
 25 later or something like that, that said please

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1 re-sign the OFAC statement to correct the corporate
 2 name. It might have been --
 3 Q. Look, I'm not trying to play a game with
 4 you.
 5 First of all, be careful and don't stab
 6 yourself because Mike has put threatening staples in
 7 there.
 8 (The document referred to was thereupon
 9 marked Johnson Exhibit 51 for Identification, a copy
 10 of which is attached hereto.)
 11 BY MR. PACE:
 12 Q. This is 51. This e-mail -- this is an
 13 e-mail string that -- let me give you a second to
 14 look at it. Tell me when you're done.
 15 A. Yes.
 16 Q. So once the problem was identified you --
 17 J.T. Vaughn -- your recollection is J.T. Vaughn
 18 scratched out J.M. Chemical, Inc. and put in J.M.
 19 Chemical Products, Inc., correct?
 20 A. Correct.
 21 Q. And then he initialed it and you
 22 initialed it?
 23 A. Then he sent us to us.
 24 Q. I'm sorry.
 25 A. Sent it to me.

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1 Q. He initialed it then sent it to you?
 2 A. Right, made those changes, initialed it,
 3 sent it to me and asked that I initial it.
 4 Q. And, in fact, you initialed it. You then
 5 initialed it. What we see here on 11491 are your
 6 initials for the change from JMC Chemicals to J.M.
 7 Chemical Products, correct?
 8 A. Yeah, I some recollection there was
 9 another one that was done that corrected the problem
 10 in type.
 11 Q. In type? You mean you think there was
 12 another version of this compliance with OFAC that
 13 corrected that JMC is owned by an entity formed in
 14 the United Kingdom?
 15 A. No, no, no, that said J.M. Chemical
 16 Products, Inc., rather than JMC Chemical and the
 17 scratch outs, I thought. See how this is scratched
 18 out and initialed, scratched out and initialed?
 19 Somehow I thought there was --
 20 Q. Like a clean version --
 21 A. Yes.
 22 Q. -- where somebody actually made the
 23 changes?
 24 A. Yes.
 25 Q. Okay.

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1 A. But I don't know. I recall that but --
 2 Q. I'm not sure that I ever saw that.
 3 (The document referred to was thereupon
 4 marked Johnson Exhibit 52 for Identification, a copy
 5 of which is attached hereto.)
 6 BY MR. PACE:
 7 Q. Hand you what's marked as Johnson Exhibit
 8 52 and I'm going to wait for a second.
 9 MR. LEON DE LA BARRA: Thank you.
 10 THE WITNESS: I got two 11497s.
 11 MR. LEON DE LA BARRA: This is Exhibit
 12 51?
 13 BY MR. PACE:
 14 Q. This is 52. I think this is just the
 15 succession, if we can, from 51. 51 reflects that
 16 everybody made their revisions to the OFAC statement
 17 and updated the OFAC statement.
 18 Then 52, if you notice it's a
 19 continuation of those e-mails with J.T. Vaughn now
 20 having signed the actual agreement.
 21 A. Yeah.
 22 Q. So they corrected the OFAC compliance
 23 certificate first and then everybody signed the
 24 agreement.
 25 A. Right.

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| | |
|---|---|
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| <p>1 Q. Let me give you a second to look through 2 that. I just want you to kind of confirm it. 3 A. No, I agree. 4 Q. Is that consistent with your 5 recollection? 6 A. Yes. Then the last e-mail -- or not the 7 last. The one from J.T. Vaughn to Colette, August 8 13th at 10:17 a m. 9 Q. The second to last e-mail? 10 A. Yeah. 11 Q. Uh-huh. 12 A. This is J.T. Vaughn saying: "Great, 13 thanks so much. Attached is the agreement signed by 14 Andrea and me. We made minor changes, which are 15 marked and included in a separate version for 16 reference. Please have Henry sign and return." 17 Q. Now that's referencing actually the term 18 sheet, correct? 19 A. The term sheet, correct. 20 Q. And then in fact the last e-mail, the 21 most recent e-mail here of all this is Colette, 22 August 13, 2014 e-mail saying: "Agreement executed 23 by Mr. Johnson attached." 24 A. Meaning the term sheet. 25 Q. Right, meaning the term sheet. Okay.</p> | <p>1 with all the terms in this and should we sign and 2 send it back, but I don't know. 3 Q. I mean do you recall -- 4 A. If there were any e-mails they would have 5 been produced, so it wasn't in an e-mail. 6 Q. I think my question was -- I intended my 7 question to be a little different. I'm not sure. I 8 probably asked it poorly. 9 But do you recall studying the term sheet 10 before you signed it? 11 A. I read it, yes. 12 Q. Did you do more than read it? Did you 13 think about kind of the implications of it or did you 14 read it and say this is consistent with what I've 15 already discussed with Andrea Rossi, I'm going to 16 sign it? 17 A. Yeah, exactly, the latter. 18 MR. PACE: Good. Thank you. Either/or, 19 and you said yeah. All right. Let's take a 20 quick break, give me like five minutes to just 21 figure out if we've got some final questions and 22 then we will be able to wrap up. 23 THE VIDEOGRAPHER: Off the record. The 24 time is 5:45. 25 (Thereupon a brief recess was taken,</p> |
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| <p>1 A. And this is the first time I saw the term 2 sheet, I believe. 3 Q. This is the first time you saw the term 4 sheet, period, or in its final form? 5 A. Period. 6 Q. Okay. Had you discussed the substance of 7 the term sheet already with Andrea Rossi? 8 A. In generalities, yes. Not in 9 particulars. 10 Q. Okay. The J.T. Vaughn -- I promised you 11 guys I would finish by 6, so let me wrap up here and 12 then I want to take a short break to figure out any 13 final questions. 14 But let me just ask this which is J.T. 15 Vaughn e-mail to Colette is at 10:17 a m. Colette's 16 e-mail back is at 11:26 a.m. 17 So this being the first time you have 18 seen it, do you recall whether -- did you spend any 19 time kind of studying whatever the commitments were 20 in this term sheet or did you have confidence from 21 Andrea Rossi that you were -- confidence or 22 instructions from Andrea Rossi that you were just to 23 sign? 24 A. I can't recollect exactly. It might have 25 been a phone call from Andrea saying are you happy</p> | <p>1 after which the following proceedings were had.) 2 THE VIDEOGRAPHER: We're now back on the 3 record. The time is 5:54. 4 MR. PACE: Thank you and I appreciate 5 your time, Mr. Johnson. No further questions 6 but I will reserve the right to ask questions in 7 light of any follow-up questions asked of you. 8 CROSS EXAMINATION 9 BY MR. CHAIKEN: 10 Q. Thank you. Good afternoon, Mr. Johnson. 11 My name is Brian Chaiken. I represent the plaintiffs 12 in this case, Leonardo Corporation and Dr. Rossi. I 13 have just a few questions for you. It's been a long 14 day. 15 You had given some testimony regarding 16 the contract between J.M. Products and Leonardo; do 17 you recall that testimony? 18 A. Yes. 19 Q. I am going to show you an exhibit. Can 20 we use your exhibits, Chris? I will make it -- 21 MR. PACE: Yeah, 53. 22 MR. CHAIKEN: 53, that's what we're on. 23 Let's mark this as 53. 24 (The document referred to was thereupon 25 marked Johnson Exhibit 53 for Identification, a copy</p> |

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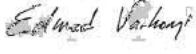
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1 questions. Thank you.
 2 REDIRECT EXAMINATION
 3 BY MR. PACE:
 4 Q. Just one. From your testimony earlier,
 5 the date of this document is February 27, 2015.
 6 During that time period isn't what you were
 7 testifying earlier you thought that there was some
 8 kind of involvement, that was when J.M. Products was
 9 working with platinum sponges?
 10 A. Yes.
 11 Q. If you don't recall --
 12 A. I believe so, yes.
 13 MR. PACE: No further questions.
 14 MR. LEON DE LA BARRA: Before we sign off
 15 I would like to designate the entire deposition
 16 as highly confidential, attorneys' eyes only,
 17 pursuant to the motion for protective order.
 18 MR. CHAIKEN: Is he going to read or
 19 waive?
 20 MR. LEON DE LA BARRA: Waive. Actually,
 21 no, read.
 22 THE VIDEOGRAPHER: Going off the video
 23 record. The time is 6:04.
 24 (Thereupon the taking of the deposition
 25 was concluded.)

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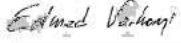
1
 2
 3 Deponent
 4
 5
 6 Sworn to and subscribed before me this
 7
 8 day of 2017.
 9
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1 CERTIFICATE OF OATH
 2
 3 STATE OF FLORIDA:
 4 SS:
 5 COUNTY OF DADE:
 6
 7
 8 I, the undersigned authority, certify that
 9 HENRY JOHNSON personally appeared before me and was
 10 duly sworn.
 11 WITNESS my hand and official seal this 6th
 12 day of February 2017.
 13
 14
 15 
 16
 17 Notary Public, State of Florida at
 18 Large; my commission expires
 19 February 26, 2019. Bonded through
 20 Troy Fain Insurance, Inc.
 21
 22
 23
 24
 25

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1 CERTIFICATE OF REGISTERED PROFESSIONAL REPORTER
 2
 3 I, EDWARD VARKONYI, and Registered
 4 Professional Reporter and a Notary Public for the
 5 State of Florida at Large, do hereby certify that I
 6 reported the deposition of HENRY JOHNSON; that the
 7 foregoing pages, numbered from 1 to 262, inclusive,
 8 constitute a true and correct transcription of my
 9 shorthand report of the deposition by said witness on
 10 this date.
 11 I further certify that I am not an
 12 attorney or counsel of any of the parties, nor a
 13 relative or employee of any attorney or counsel
 14 connected with the action, nor financially interested
 15 in the action.
 16 WITNESS my hand and official seal in the
 17 City of Miami, County of Dade, State of Florida, this
 18 6th day of February 2017.
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 17 Notary Public, State of Florida at
 18 Large; my commission expires
 19 February 26, 2019. Bonded through
 20 Troy Fain Insurance, Inc.
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