

02/16/2017 Thomas Darden

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

ANDREA ROSSI and LEONARDO
CORPORATION,

Plaintiffs,

VS.

THOMAS DARDEN; JOHN T. VAUGHN;
INDUSTRIAL HEAT, LLC; IPH
INTERNATIONAL B.V.; and
CHEROKEE INVESTMENT PARTNERS,
LLC,

Defendants.

INDUSTRIAL HEAT, LLC and IPH
INTERNATIONAL B.V.,

Counter-Plaintiffs,

Vs.

ANDREA ROSSI and LEONARDO
CORPORATION,

Counter-Defendants,

And

J.M. PRODUCTS, INC.; HENRY
JOHNSON; FABIO PENON; UNITED
STATES QUANTUM LEAP, LLC;
FULVIO FABIANI; and JAMES
BASS,

Third-Party Defendants.

No. 1:16-cv-2119-CMA

Videotaped Deposition of
THOMAS DARDEN

(Taken by Plaintiff)

3509 North Haworth Drive, Suite 403, Raleigh, North Carolina

February 16, 2017

Reported in Stenotype By
Leslie Christian

Transcript produced by computer-aided transcription

1 through it we can. The license agreement. But the one
2 megawatt unit was then owned by Industrial Heat,
3 correct?

4 **A. I think so.**

5 Q. So Industrial Heat was able to control when
6 that equipment was started up, right?

7 **A. We could have started it ourselves, and we**
8 **actually talked about doing that a fair amount. Rossi**
9 **vehemently objected to that and said, "No, I need the**
10 **help working on these other devices." You know, he**
11 **didn't want us to start working on that.**

12 Q. But conversely could Dr. Rossi have started
13 up the plant without your consent? Yours being --

14 **A. That plant?**

15 Q. Yeah, that plant. The one megawatt.

16 **A. We owned it. I guess not. I mean, we**
17 **would have let him.**

18 (Whereupon Exhibit 16 was marked for
19 identification as of this date.)

20 Q. Right. I'll show you what's been marked as
21 Exhibit 16. Exhibit 16 is the Second Amendment to the
22 License Agreement. This is what you talked about
23 earlier about changing the timeframe and changing the
24 equipment for the purposes of the guaranteed
25 performance test?