

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

ANDREA ROSSI and LEONARDO )  
CORPORATION, )

Plaintiffs, )

v. )

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

Defendants. )

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

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

Counter-Plaintiffs, )

v. )

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. )

**SUPPLEMENT TO DEFENDANT INDUSTRIAL HEAT, LLC'S AMENDED  
RESPONSES AND OBJECTIONS TO PLAINTIFF ANDREA ROSSI'S FIRST SET OF  
INTERROGATORIES**

Defendant Industrial Heat, LLC ("Industrial Heat"), pursuant to Federal Rules of Civil Procedure ("Federal Rules") 26 and 33, hereby responds to Plaintiff Andrea Rossi's ("Rossi") First Set of Interrogatories ("Interrogatories").

**PRELIMINARY STATEMENT**

Industrial Heat provides these responses and objections ("Amended Responses") without waiving any objections as to the admissibility in evidence of these Amended Responses, the information produced pursuant to, or referenced in, these Amended Responses, or the subject matter of the Interrogatories or of the information produced pursuant to, or referenced in, these Amended Responses. The Amended Responses are also subject to and without waiver of Industrial Heat's rights: (i) to object to other discovery directed to the subject matter of the Interrogatories or Amended Responses; (ii) to make additional objections or to seek protective orders; and (iii) to revise, correct, add to, or clarify the Amended Responses or information referred to below in accordance with all applicable rules. Industrial Heat reserves the right to supplement these Amended Responses after it has had a full and fair opportunity to participate in discovery.

Industrial Heat has not completed investigation of the facts related to this case. Therefore, Industrial Heat responds to these Interrogatories based upon information and documents acquired and reviewed to date, which may or may not be inclusive of all documents relevant to the matters in dispute in this case. Accordingly, the present Amended Responses are offered without prejudice to supplementation or modification at a later date.

### **GENERAL OBJECTIONS**

Industrial Heat asserts the following General Objections to each of the Interrogatories. These objections are in addition to objections set forth separately in each and every Interrogatory.

1. Industrial Heat will respond to the Interrogatories according to its understanding of the ordinary meaning of any vague, ambiguous or undefined words or phrases contained therein.

2. Industrial Heat objects to the definition of “E-Cat IP” to the extent that it is intended to encompass information beyond that encompassed by the definition of “E-Cat IP” contained in the License Agreement.

3. There are defined terms and phrases in the definitions section of the Interrogatories that are not used in any of the specific interrogatories. As a result, it is unnecessary for Industrial Heat to object to such unnecessary definitions but does not thereby waive any objections to those definitions as used in any subsequent discovery request. Furthermore, to the extent any defined term or phrase in the Request reflects a characterization by Rossi but the meaning of the defined term or phrase is clear (such as describing the property located at 7861 NW 46th Street<sup>1</sup> as the “Testing Facility”), Industrial Heat does not accept or endorse the characterization, but does not object to the defined term or phrase since its meaning is clear and any characterization is irrelevant.

4. Industrial Heat objects to the definitions of Industrial Heat, IPH and Cherokee (and the alternative terms used for these entities) to the extent they include persons or entities “purporting to act,” but not in fact acting, on behalf of Industrial Heat, IPH International or

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<sup>1</sup> As explained below, Rossi’s First Set of Interrogatories states that the property located at 4861 NW 46th Street is the “Testing Facility.” Industrial Heat assumes that Rossi intended to reference the property located at 7861 NW 46th Street.

Cherokee Investment Partners because Rossi has provided no basis for the identification of such persons or entities and further because such persons or entities are not, by definition, acting on behalf of the above identified companies, but only purporting to do so. However, these Amended Responses include persons or entities Industrial Heat knows are acting or purporting to act on its behalf.

### **INTERROGATORY RESPONSES AND OBJECTIONS**

**INTERROGATORY NO. 1:** Identify each and every person assisting in the preparation of or supplying information for your answers to these Interrogatories, each respective person's relationship to you and for each such person, identify by number each such Interrogatory for which such person supplied information for or assisted in the preparation of.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory to the extent it seeks information on which legal counsel for Industrial Heat assisted in preparing the responses below and as to which Interrogatory a particular counsel provided assistance.

Subject to, and without waiving, the foregoing General and Specific Objections, the following people – excluding legal counsel for Industrial Heat – assisted in the preparation of or supplying information for these Responses:

1. John T. Vaughn, Vice President of Industrial Heat, supplied information for the responses to Interrogatory Nos. 2, 5, 6, 12, 13, 14 and 15.
2. Thomas Darden, Manager, President and Director of Industrial Heat, supplied information for the responses to Interrogatory Nos. 5, 11, 12 and 15.
3. Brian McLaughlin, former director at APCO Worldwide, an outside consultant to Industrial Heat, supplied information for the response to Interrogatory No. 12.
4. Dewey Weaver, managing partner of Deep River Ventures, LLC, a consultant for Industrial Heat, supplied information for the responses to Interrogatory Nos. 12 and 13.

5. Jim Fogleman, Secretary and Treasurer of Industrial Heat, supplied information for the response to Interrogatory No. 7.
6. The responses to Interrogatory Nos. 3, 4, and 10 are legal objections drafted by counsel.
7. The responses to Interrogatory Nos. 8 and 9 direct Rossi to documents produced in discovery and do not contain additional factual information supplied by non-counsel.

**INTERROGATORY NO. 2:** Please identify each and every person who has, claims to have or whom you believe may have knowledge or information pertaining to any fact alleged in the pleadings (as defined in Federal Rule of Civil Procedure 7(a)) filed in this action or any fact underlying the subject matter of this action. For each person identified, please state the specific nature and substance of the knowledge that you believe the person(s) identified in your response may have.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory as overbroad, unduly burdensome and not proportionate to the needs of the case in that it seeks identification of persons with knowledge (or even just possibly with knowledge) as to every allegation in the pleadings, which would include such matters as the State of incorporation for named entity parties and the dates of documents cited in the pleadings, and concern allegations where there is no dispute between the parties. Industrial Heat objects to this Interrogatory as overbroad, unduly burdensome, and not proportionate to the needs of the case because it also seeks identification of persons with knowledge (or even just possibly with knowledge) of “any fact underlying the subject matter of this action” even if not tied or tethered to an allegation in any of the pleadings. Industrial Heat also objects to this Interrogatory as seeking information that can be obtained in a more convenient, less burdensome and less expensive manner through either or both of a review of documents and data produced in discovery and depositions (with the time limit for depositions requiring a party to focus on facts in dispute and significant to the

resolution of this litigation as opposed to every allegation included in any pleading). Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection.

Subject to, and without waiving the foregoing General and Specific Objections, the following may have knowledge or information pertaining to facts alleged in the pleadings or underlying the subject matter of this action:

1. All individuals listed in Plaintiffs' Initial Disclosures, Defendants' Initial Disclosures, or otherwise referenced herein. Industrial Heat states that, in addition to the individuals listed in this Response, there are additional individuals with knowledge of the facts alleged in the pleadings whose identities can be identified through the documents that it will produce. As stated above, it would be unduly burdensome to list each and every individual who may have knowledge or information pertaining to any fact alleged in the pleadings (*e.g.* each individual with knowledge of any payment made to Rossi or Leonardo Corporation in connection with the operation of the Plant (as defined below)).
2. Henry Johnson  
c/o ARAN, CORREA & GUARCH, P.A.  
255 University Drive  
Coral Gables, FL 33134-6732  
Tel.: 305-665-3400

It is Industrial Heat's belief that Henry Johnson has knowledge of, among other things, the License Agreement between Rossi, Leonardo, Industrial Heat, IPH, and AmpEnergco, Inc. ("AEG") and its amendments; payments made to Rossi and Leonardo by Industrial Heat or IPH in relation to the License Agreement; formation and corporate structure of J.M. Products, Inc. ("JMP"); JMP's commercial activity or lack thereof; Term Sheet among Industrial Heat, Leonardo, and JMP; financial arrangements between JMP, Rossi, or Leonardo and James Bass; relationship between JMP and Fulvio Fabiani ("Fabiani"); and operation and purported testing of the 1MW Unit at the Testing Facility. Industrial Heat also directs Plaintiffs to the documents produced by Henry Johnson in response to Industrial Heat's document requests, which were produced as HJ00001 – HJ000383.

3. James Bass  
515 NE 8th Avenue  
Deerfield Beach, FL 33441  
Tel: 954-421-8078

It is Industrial Heat's belief that James Bass has knowledge of, among other things, financial arrangements between JMP, Rossi, or Leonardo and James Bass; the relationship between JMP

and Fabiani; and the operation and purported testing of the 1MW Unit at the Testing Facility in Doral, Florida. Industrial Heat also directs Plaintiffs to the documents produced by James Bass in response to Industrial Heat's document requests, which were produced as JB00001 – JB000459.

4. Jim Fogelman  
c/o JONES DAY  
600 Brickell Avenue, Suite 3300  
Miami, FL 33131  
Tel: 305-714-9700

It is Industrial Heat's belief that Jim Fogleman has knowledge of Industrial Heat's corporate structure and financial operations, including payments and/or reimbursements relating to the E-Cat technology and, more specifically, payments and/or reimbursements to Leonardo, Rossi, Fabiani, and Penon related to the E-Cat IP.

5. Dewey Weaver  
c/o JONES DAY  
600 Brickell Avenue, Suite 3300  
Miami, FL 33131  
Tel: 305-714-9700

It is Industrial Heat's belief that Dewey Weaver has knowledge of Industrial Heat's research and patent related activity with respect to the E-Cat IP, as well as Rossi and Leonardo's publicly available statements about the E-Cat IP.

6. Brian McLaughlin  
Imperium Global Advisors  
12034 Devilwood Drive  
Potomac, MD 20854  
Tel: 240-354-5987

It is Industrial Heat's belief that Brian McLaughlin has knowledge of Industrial Heat's public relations activity with respect to the E-Cat IP and the License Agreement.

7. Laura Kelly  
Myers Bigel  
P.O. Box 37428  
Raleigh, NC 27627

It is Industrial Heat's belief that Laura Kelly has knowledge of Industrial Heat's efforts to secure intellectual property protection related to the E-Cat IP.

8. Lynne Borchers  
Myers Bigel  
P.O. Box 37428

Raleigh, NC 27627

It is Industrial Heat's belief that Lynne Borchers has knowledge of Industrial Heat's efforts to secure intellectual property protection related to the E-Cat IP.

9. Justin Nifong  
NK Patent Law  
4917 Waters Edge Drive, Suite 275  
Raleigh, NC 27606

It is Industrial Heat's belief that Justin Nifong has knowledge of certain aspects of Industrial Heat's efforts to secure intellectual property protection related to the E-Cat IP as well as Leonardo and Rossi's efforts to secure intellectual property protection related to the E-Cat IP.

10. Frank Ochiuti  
O&R Patent Law  
321 Summer Street  
Boston, MA 02210

It is Industrial Heat's belief that Frank Ochiuti has knowledge of Rossi and Leonardo's efforts to secure intellectual property protection related to the E-Cat IP.

11. Steven Hartanto and Hady Hartanto  
Suite 902 K Wah Center  
191 Jaa Road, North Point  
Hong Kong

It is Industrial Heat's belief that Steven and Hady Hartanto have knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and have information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

12. Joe Pike  
9663 Mashie Court  
Naples, FL 34108

It is Industrial Heat's belief that Joe Pike has knowledge of Industrial Heat's initial negotiations with Rossi and Leonardo with respect to the License Agreement as well as knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and of the E-Cat IP as provided by Rossi to Joe Pike.

13. Daniel and Mia Pike  
Address Unknown

It is Industrial Heat's belief that Daniel and Mia Pike have knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and have

information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

14. Xu Hang  
Address Unknown

It is Industrial Heat's belief that Xu Hang has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

15. Zhang Jjian  
Address Unknown

It is Industrial Heat's belief that Zhang Jjian has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

16. Lu Rui Feng  
Address Unknown

It is Industrial Heat's belief that Lu Rui Feng has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

17. Chen Zhen Min  
Address Unknown

It is Industrial Heat's belief that Chen Zhen Min has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

18. Chen Zheyua  
Address Unknown

It is Industrial Heat's belief that Chen Zheyua has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

19. Dong Jun Ling  
Address Unknown

It is Industrial Heat's belief that Dong Jun Ling has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

20. Giuseppe Levi  
Bologna University  
Bologna Italy

It is Industrial Heat's belief that Giuseppe Levi has knowledge relating to the testing of the E-Cat IP, as reflected in publications detailing the results of such testing attached as Exhibits 10 and 14 to the 3rd Amended Answer, Additional Defenses, Counterclaims, and Third Party Claims ("3rd AACT").

21. Evelyn Foschi  
Bologna, Italy

It is Industrial Heat's belief that Evelyn Foschi has knowledge relating to the testing of the E-Cat IP, as reflected in publications detailing the results of such testing attached as Exhibits 10 and 14 to the 3rd AACT.

22. Bo Hoistad  
Uppsala University  
Uppsala, Sweden

It is Industrial Heat's belief that Bo Hoistad has knowledge relating to the testing of the E-Cat IP, as reflected in publications detailing the results of such testing attached as Exhibits 10 and 14 to the 3rd AACT.

23. Roland Pettersson  
Uppsala University  
Uppsala, Sweden

It is Industrial Heat's belief that Roland Pettersson has knowledge relating to the testing of the E-Cat IP, as reflected in publications detailing the results of such testing attached as Exhibits 10 and 14 to the 3rd AACT.

24. Lars Tegner  
Uppsala University  
Uppsala, Sweden

It is Industrial Heat's belief that Lars Tegner has knowledge relating to the testing of the E-Cat IP, as reflected in publications detailing the results of such testing attached as Exhibits 10 and 14 to the 3rd AACT.

25. Hanno Essen  
Royal Institute of Technology  
Stockholm, Sweden

It is Industrial Heat's belief that Giuseppe Levi has knowledge relating to the testing of the E-Cat IP, as reflected in publications detailing the results of such testing attached as Exhibits 10 and 14 to the 3rd AACT.

26. Woodford Investment Management Ltd.  
9400 Garsington Road  
Oxford Business Park  
Oxford, United Kingdom  
OX4 2HN

It is Industrial Heat's belief that Woodford Investment Management Ltd. has knowledge relating to the License Agreement as provided by Industrial Heat to investors or potential investors and has information about the operation of the Plant at the Testing Facility in Doral based on a visit to that location.

27. Craig Cassarino  
AmpEnergo, Inc.  
4110 Sunset Boulevard  
Steubenville, OH 43952

It is Industrial Heat's belief that Craig Cassarino has knowledge of the License Agreement and its amendments, payments made by Industrial Heat pursuant to the License Agreement, and the operation and testing of devices created using the E-Cat IP.

28. Ron Engleman  
AmpEnergo, Inc.  
4110 Sunset Boulevard  
Steubenville, OH 43952

It is Industrial Heat's belief that Ron Engleman has knowledge of the License Agreement and its amendments, payments made by Industrial Heat pursuant to the License Agreement, and the operation and testing of devices created using the E-Cat IP.

29. Richard Noceti  
AmpEnergo, Inc.  
4110 Sunset Boulevard  
Steubenville, OH 43952

It is Industrial Heat's belief that Richard Noceti has knowledge of the License Agreement and its amendments, payments made by Industrial Heat pursuant to the License Agreement, and the operation and testing of devices created using the E-Cat IP.

30. Robert Gentile  
AmpEnergo, Inc.

4110 Sunset Boulevard  
Steubenville, OH 43952

It is Industrial Heat's belief that Robert Gentile has knowledge of the License Agreement and its amendments, payments made by Industrial Heat pursuant to the License Agreement, and the operation and testing of devices created using the E-Cat IP.

31. Karl Norwood  
AmpEnergo, Inc.  
4110 Sunset Boulevard  
Steubenville, OH 43952

It is Industrial Heat's belief that Karl Norwood has knowledge of the License Agreement and its amendments, payments made by Industrial Heat pursuant to the License Agreement, and the operation and testing of devices created using the E-Cat IP.

**INTERROGATORY NO. 3:** If you denied any of the allegations contained in Plaintiffs' Complaint filed in the above styled matter, please state with specificity, each and every reason and/or factual basis for such denial and for each allegation denied, identify those persons/entities with knowledge of the facts and/or circumstances which form the basis for your denial and identify any document(s) you believe support such denial.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Interrogatories are unduly broad if they ask in an undifferentiated way for all facts or witnesses that support an opposing party's case. This Interrogatory indiscriminately sweeps an entire pleading and impermissibly requires Industrial Heat to provide in essence a running narrative or description of its entire case. Industrial Heat further objects to this Interrogatory as it is duplicative of Interrogatory No. 2. The identity of persons with knowledge of the facts which form the basis for Industrial Heat's denials are listed in response to Interrogatory No. 2. Industrial Heat also objects to this Interrogatory to the extent it seeks information protected by an Applicable Privilege or Protection.

**INTERROGATORY NO. 4:** Please identify each and every corporation, partnership, limited liability company or other business entity in which IH has an ownership interest, control interest, beneficial interest and/or is a member, director or officer. For each such entity, please state the

State/Province and Country in which the entity was formed, the nature of the business each such entity is engaged in and describe the nature of IH's interest in such entity including, but not limited to: (a) the percent of each such entity owned by IH; (b) the names of each and every share holder owning in excess of ten percent (10%) of such entity(ies); (c) the names of any common employees and/or officers (employees and/or officers engaged in both IH and any of the identified entities) and (d) indentify any agreements and/or contracts between IH and any such entity.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory on the grounds that it is overbroad, unduly burdensome, harassing, not reasonably calculated to lead to the discovery of admissible evidence and not proportionate to the needs of this case. This Interrogatory is a fishing expedition for information regarding Industrial Heat's ownership interests, control interests, beneficial interests, and other corporate positions. The Court has already determined that Plaintiffs' allegations that Defendants created foreign and domestic companies are not sufficient to support Plaintiffs' claims. Moreover, there is no allegation in the Complaint (as narrowed by the Court's Order on Defendants' motion to dismiss (the "Dismissal Order")) that makes material, or even relevant, to this case Industrial Heat's ownership interests, control interests, etc., particularly absent a limitation or requirement connecting such an interest to an issue in dispute in this litigation. Further, given the breadth of Rossi's definition of "IH," this Interrogatory seeks such irrelevant and immaterial information as the ownership interests of Industrial Heat representatives and consultants. Industrial Heat also objects to this Interrogatory because the phrases "control interest" and "beneficial interest" are undefined and, without a definition, vague and ambiguous. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection.

**INTERROGATORY NO. 5:** Please state with specificity, each and every date and time that IH, IPH, Cherokee or any of their respective employees, officers, agents, assigns and/or representatives visited the Testing Facility, located at 4861 [sic] NW 46<sup>th</sup> Street, Doral, FL 33166, from September 1, 2014 through the present. For each such visit, please state the date of the visit, the duration of the visit, the names of all of the persons present during such visit, the purpose of the visits and identify any documents including, but not limited to, photographs,

memoranda, notes, journals and/or other recordings reflecting observations, measurements or notations made by IH, IPH, Cherokee or any of their respective employees, agents, representatives, guests, investors and/or assigns during the visit.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory because the terms “representatives” and “assigns,” as used in the context of this Interrogatory, are vague and ambiguous. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. Industrial Heat also understands that this Interrogatory and any other references herein to the “Testing Facility” are meant to refer to 7861 NW 46th Street, Doral, Florida 33166 and not 4861 NW 46th Street, Doral, Florida 33166.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents addressing any visits to the “Testing Facility” by Industrial Heat, IPH International, Cherokee Investment Partners or an employee, officer or agent of same during the specified time period from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide further identifying information about such documents after the production of documents in discovery. In addition, and without limiting the information in such documents, Industrial Heat states the following about visits to the “Testing Facility” (not limited to visits by Industrial Heat, IPH International, Cherokee Investment Partners or any employee, officer, or agent of same):

1. On or about January 1, 2015, John T. Vaughn visited the Testing Facility for the purpose of checking on the facility. The visit lasted approximately one hour.
2. During the week of February 9, 2015, Thomas Darden, John T. Vaughn visited the Testing Facility with Paul Lamacraft (and possibly Harry Raikes) from the Woodford Fund (“Woodford”). The visit lasted approximately two hours and the

purpose of the visit was to meet with Andrea Rossi, Fulvio Fabiani, James Bass, and Barry West.

3. On or about February 24, 2015, Thomas Barker Dameron and John T. Vaughn visited the Testing Facility to observe the operation of the 1 MW plant (the "Plant") and meet with Andrea Rossi. The visit lasted approximately two hours.
4. On or about March 27, 2015, Daniel Pike, Mia Pike, Xu Hang, and Zhang Jjian visited the Testing Facility to observe the operation of the Plant and meet with Andrea Rossi.
5. On or about July 7, 2015, Steven Hartanto, Hady Hartanto, Lu Rui Feng, Chen Zhen Min, Chen Zheyuan, and Dong Jun Ling visited the Testing Facility to observe the operation of the Plant and meet with Andrea Rossi.
6. On or about August 21, 2015, Thomas Darden, John T. Vaughn, Paul Lamacraft and Harry Raikes visited the Testing Facility to observe the operation of the Plant and meet with Andrea Rossi. This visit lasted less than two hours.
7. On February 16-17, 2016, John T. Vaughn, Joseph Murray and Christopher Pace visited the Testing Facility to observe the shutdown of the Plant and to inspect the methods being used to measure the Plant's performance. The February 15 visit lasted approximately seven hours and the February 16 visit lasted approximately four and a half hours.
8. On or about June 2, 2016, John T. Vaughn, Joseph Murray and Christopher Pace visited the Testing Facility to further observe the Plant following shutdown and to take additional photographs of the Plant. The visit lasted less than 2 hours.

9. On an unknown date or dates in 2015, Joe Pike visited the Testing Facility to observe the operation of the Plant and meet with Andrea Rossi.

Supplement

Documents addressing visits to the “Testing Facility” by Industrial Heat, IPH International, Cherokee Investment Partners or an employee, officer or agent of same can be located in the email communications produced in discovery between employees of Industrial Heat or IPH International and Rossi.

**INTERROGATORY NO. 6:** If you believe that Mr. Fabio Penon (“Mr. Penon”) failed to follow the test protocol prepared by Mr. Penon for the 1MW E-Cat which was sent to you by Mr. Penon on February 10, 2015 and attached hereto as Exhibit “A”, please state the basis for your belief including, but not limited to:

- (a) Each and every reason why you believe the protocol was not followed;
- (b) The date(s) which you believe the protocol was not followed;
- (c) The manner in which you believe the protocol was not followed;
- (d) the date your first discovered that the protocol was not followed;
- (e) the person(s) who discovered or determined that the protocol was not followed;
- (f) how you discovered that the protocol had not been followed; and
- (g) identify each and every document supporting your claim that the test protocol was not followed.

**ANSWER:** Industrial Heat objects to this Interrogatory to the extent it seeks information protected by an Applicable Privilege or Protection. Subject to, and without waiving its General and Specific Objections, Industrial Heat states, as to the Tests Plan attached as Exhibit 1:

Answers to this Interrogatory may be determined by examining, at substantially the same burden as for Industrial Heat, the following records: Reports by Fabio Penon (“Penon”), Bates numbered IH-00011095-00011132; Queries sent by Joseph Murray to Penon, Bates numbered IH-00011085-00011093; Power and utility records obtained via subpoena, Bates numbered FPL-00001-00010, FPL-00001-00037, and INDUSTRIALHEAT\_MDWS-0001-0049; the January 28, 2016 e-mail from Fulvio Fabiani to Thomas Darden and John T. Vaughn attaching absorbment

data, Bates numbered IH-00016331-IH00016350; and e-mails produced in discovery to and from Penon. Industrial Heat provides the following additional information:

- (a) Each and every reason why you believe the protocol was not followed;
- i. 111 units were not operational during the test.
  - ii. The water was not recycled in a closed loop.
  - iii. Not all of the water used was distilled water.
  - iv. An appropriate flow meter was not used to measure the flow rate of cooling water inlet into the shelter.
  - v. There was not a properly functioning pressure probe for measuring steam pressure at the outlet of the shelter.
  - vi. There was not a properly functioning power analyzer for measuring the power supply into the reactor units.
  - vii. The measuring equipment used was not properly calibrated.
  - viii. There was not reference documentation for implementing the system and the measuring devices.
  - ix. Penon did not carry out a trial run.
  - x. The measurement system did not “calculate the mass of water that has passed though the E-Cat and the total energy supplied to the E-Cat” at “00.00 of every day of the test.”
  - xi. A logbook was not maintained by Leonardo Corporation of “[e]very event that occur[red] from the start until the close of the [claimed] tests.”
- (b) The date(s) which you believe the protocol was not followed;

Industrial Heat believes that the protocol was not followed for any day of the claimed test.

- (c) The manner in which you believe the protocol was not followed;
- i. During most, if not all, of the claimed test period, 111 units were not operational.
  - ii. The water was not recycled in a closed loop, but instead there was a mechanism for altering water levels on the JMP side of the property located at 7861 NW 46th Street, Doral, Florida (“Doral Location”).
  - iii. Not all of the water used was distilled water as evidenced by the biofuel in the water lines seen on February 16, 2016, and by the addition of water from the J.M. Products side of the Doral Location.
  - iv. The flow meter used to measure the flow rate of cooling water inlet into the shelter was not appropriate to measure the volume of water claimed to be flowing through the water inlet.
  - v. The pressure reported for the duration of the claimed test was 0.0 kPaG, which is not possible because there was not a vacuum on the J.M. Products side of the Doral Location nor evidence of steam flowing at extraordinary velocity.
  - vi. The power analyzer could not have been properly functioning for measuring the power supply into the reactor units could not have been properly functioning because its power supply measurements are inconsistent with the power records produced by FPL.
  - vii. The calibrations were expired for some of the measuring equipment in place at the Doral Location on February 16-17, 2016.

- viii. Penon stated on February 16 or 17, 2016 that reference documentation for implementing the system and the measuring devices was not available.
- ix. Penon's reports do not reflect that he carried out a trial run.
- x. The MW1USA spreadsheet provided by Fabiani does not show calculation of total energy supplied to the E-Cat units at 00.00 of every day, and Penon acknowledged that the mass of water passing through the E-Cat units was not calculated at 00.00 of every day.
- xi. No logbook has been produced by Leonardo Corporation of "[e]very event that occur[red] from the start until the close of the [claimed] tests."

(d) the date your first discovered that the protocol was not followed;

In addition to dates reflected in the documents referenced above, and without disclosing privileged information, Industrial Heat discovered that the protocol was not being followed on February 16, 2016, after receiving and analyzing the MW1USA spreadsheet from Fabiani, and after receiving and analyzing the power and utility data for the Doral Location.

(e) the person(s) who discovered or determined that the protocol was not followed;

In addition to persons identified in the documents referenced above, and without disclosing privileged information, Joseph Murray and John T. Vaughn.

(f) how you discovered that the protocol had not been followed; and

Without disclosing privileged information, Industrial Heat discovered the protocol was not followed through analysis of the documents and records identified above and through the collection of information at the Doral Location on February 16-17, 2016.

(g) identify each and every document supporting your claim that the test protocol was not followed.

Without disclosing privileged information, see documents identified above.

**INTERROGATORY NO. 7:** Please identify each and every individual, corporation, partnership, limited liability company or other business entity which has a direct financial and/or ownership interest in IH, IPH, and Cherokee including any member, director or officer of each. For each such person or entity, please state the date such individual or entity acquired a financial and/or ownership interest in IH, IPH, and/or Cherokee and their respective percentage ownership interest in each.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory on the grounds that it is overbroad, unduly burdensome, harassing, not reasonably calculated to lead to the discovery of admissible evidence and not proportionate to the needs of this case. This Interrogatory is a fishing expedition for information regarding the ownership of Cherokee Investment Partners. There is no allegation in the Complaint (as narrowed by the Dismissal Order) that makes material, or even relevant, to this case those who have a financial or ownership interest in Cherokee Investment Partners, particularly absent a limitation or requirement connecting such an interest to an issue in dispute in this litigation. Further, given the breadth of Rossi's definitions of "IH," "IPH" and "Cherokee," this Interrogatory seeks such irrelevant and immaterial information as, *e.g.*, those with financial or ownership interests in subsidiaries, consultants, and contractors of Industrial Heat, IPH International, or Cherokee Investment Partners. Industrial Heat also objects to this Interrogatory because the phrase "financial and/or ownership interest" is undefined and, without a definition, it is vague and ambiguous as to how a financial interest is distinguishable from an ownership interest. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat states that (a) it is wholly owned by IH Holdings International, Ltd., (b) it formerly was the sole owner of IPH International B.V., and (c) IPH International B.V. is now a wholly owned subsidiary of IPHBV Holdings Ltd.

**INTERROGATORY NO. 8:** Please describe with specificity, each and every attempt (whether successful or not) made by you or by any other person or entity on your behalf to replicate, duplicate, construct, test, evaluate, manufacture, experiment, or operate an E-Cat device or any portion thereof or any device derived from any/or all of the E-Cat IP. For each such attempt, please identify the persons present, the specific protocol followed, the date of each attempt, the results of each such attempt and whether you informed the Plaintiffs of such attempt.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. Industrial Heat further objects to the phrase “E-Cat device” which is vague and ambiguous without a definition, but Industrial Heat assumes that phrase is intended to equate to an “E-Cat Product” as defined in the License Agreement, and as noted above, Industrial Heat objects to the definition of “E-Cat IP” to the extent that it is intended to encompass information beyond that encompassed by the definition of “E-Cat IP” contained in the License Agreement.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents addressing attempts by Industrial Heat or others on its behalf to replicate or test an E-Cat Product or a device derived from the E-Cat IP (as both are defined by the License Agreement), from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide further identifying information about such documents after the production of documents in discovery.

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Documents addressing attempts by Industrial Heat or others on its behalf to replicate or test an E-Cat Product or a device derived from the E-Cat IP can be located within the following control/Bates ranges of documents: IH-00000001, IH-00000141 – IH-00002799 as well as within email communications produced in discovery between employees of Industrial Heat or IPH International and Boeing.

**INTERROGATORY NO. 9:** Please describe with specificity, any and all due diligence performed by IH, IPH, and/or Cherokee and their agents, employees, principals, predecessors, assigns and/or representatives before (a) entering into the License Agreement at issue in the above-styled case and (b) entering into the “Term Sheet” referenced in Paragraph 75 of your Counterclaim.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory because the terms “representatives” and “assigns,” as used in the context of this Interrogatory, are vague and ambiguous. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. To the extent there is any ambiguity, Industrial Heat further clarifies its understanding that “Term Sheet” as used in this Interrogatory is the Term Sheet attached as Exhibit 17 to the Second Amended Answer, Additional Defenses, Counterclaims and Third Party Claims. Industrial Heat objects to the phrase “due diligence” as vague and ambiguous because it is not tethered to a particular agreement or transaction, but understands the phrase to mean in the context of the Interrogatory due diligence as to the License Agreement or a subject thereof before entering the License Agreement and due diligence as to the Term Sheet or a subject thereof before entering the Term Sheet.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents addressing the “due diligence” performed by Industrial Heat, IPH International, Cherokee Investment Partners, or an employee, officer, principal or agent of same, as to the License Agreement or a subject thereof before entering the License Agreement and as to the Term Sheet or a subject thereof before entering the Term Sheet, from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide

further identifying information about such documents after the production of documents in discovery.

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As to the License Agreement, documents reflecting the due diligence performed by Industrial Heat can be found in emails produced by Industrial Heat dated between June 22, 2012 and October 26, 2012. As to the Term Sheet, documents reflecting the due diligence performed by Industrial Heat can be found in emails produced by Industrial Heat dated between July 5, 2014 and August 13, 2014.

**INTERROGATORY NO. 10:** Please state each item of damage that you claim whether as an affirmative claim or as a setoff and include in your answer: (a) the count or defense to which the item of damages relates; (b) the category into which each item of damages falls, *i.e.*, general damages, special or consequential damages (such as lost profits), interest, and any other relevant categories and (c) the factual basis for each item of damages and identify any documents which support such damages, and an explanation of how you computed each item of damages, including any mathematical formula used.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Interrogatories are unduly broad if they ask in an undifferentiated way for all facts that support an opposing party's case. This Interrogatory, which seeks the factual basis for each item of damages, indiscriminately sweeps an entire pleading and impermissibly requires the Industrial Heat to provide in essence a running narrative or description of its entire case. Industrial Heat further objects to this Interrogatory to the extent it seeks information protected by an Applicable Privilege or Protection. Industrial Heat also objects to this Interrogatory to the extent that it seeks information relating to counts in the Second Amended Answer, Additional Defenses, Counterclaims and Third Party Claims to which Rossi is not a party.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents supporting its claims for damages against Rossi, from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide further identifying information about such documents after the production of documents in discovery.

#### Supplement

Documents supporting Industrial Heat's claims for damages against Rossi can be located within the following control/Bates ranges of documents:

IH-00131929 – IH-00131929, IH-00131928 – IH-00131928, IH-00132055 – IH-00132125, IH-00002266 – IH-00002315, IH-00131978 – IH-00131981, IH-00132126 – IH-00132129, IH-00132033 – IH-00132051, IH-00000002 – IH-00000140, IH-00002997 – IH-00003001, IH-00022561 – IH-00022594, IH-00044338 – IH-00044385, IH-00052613 – IH-00052664, and IH-00131930 – IH-00131938.

**INTERROGATORY NO. 11:** Please identify each and every individual and/or entity to whom IH, IPH, Cherokee and/or their respective employees, agents, representatives, and/or assigns disclosed any part of the E-Cat IP including, but not limited to, sub-licensees, researchers, scientists, subsidiaries, parent companies and affiliates.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory because the terms “representatives” and “assigns,” as used in the context of this Interrogatory, are vague and ambiguous. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. As noted above, Industrial Heat objects to the definition of “E-Cat IP” to the extent that it is intended to encompass information beyond that encompassed by the definition of “E-Cat IP” contained in the License Agreement. Industrial Heat further objects to this Interrogatory as vague and ambiguous as to whether the covered “individual[s] and/or entit[ies]” (a) are intended to mean individuals or entities other

than “IH, IPH, Cherokee and/or their respective employees, agents, representatives, and/or assigns” (“Other Parties”) or (b) are intended to cover, *e.g.*, the “disclos[ure]” of the E-Cat IP from one Industrial Heat employee to another Industrial Heat employee. Industrial Heat understands and responds to this Interrogatory on the basis that the first interpretation (*i.e.*, “(a)”) is the correct interpretation, otherwise, any responses to this Interrogatory would be overbroad and unduly burdensome. Industrial Heat objects to this Interrogatory to the extent the covered “individual[s] and/or entit[ies]” are intended to cover Rossi or entities owned by Rossi as unduly burdensome and disproportionate to the needs of the case because disclosure, *e.g.*, by an Industrial Heat employee to Rossi is not an issue in dispute in this litigation. Industrial Heat also objects to this Interrogatory to the extent that it seeks information about disclosures of the E-Cat IP to patent offices or other agencies involved in the issuance of patents, in connection with the patent application process.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents from which Rossi can ascertain Industrial Heat’s disclosures of the E-Cat IP to patent offices or other agencies in involved in the patent application process.

Industrial Heat states that Industrial Heat and IPH entered into a Technology Internal Use and Evaluation Agreement with a third party entity to allow that third party entity to test and evaluate certain technology related to the E-Cat IP (“Evaluation Agreement”).<sup>2</sup> Industrial Heat provided portions of the E-Cat IP to that third party entity pursuant to the Evaluation Agreement. Furthermore, certain family members of Thomas Darden were present when Rossi orally conveyed the energy catalyst formula to Thomas Darden. Other than the third party entity

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<sup>2</sup> Because no confidentiality order has been entered in this case, the identity of this third party entity will not be revealed in this response. After the Court enters a confidentiality order, Industrial Heat will produce a copy of the Technology Internal Use and Evaluation Agreement that will reveal the identity of the third party entity.

referenced above, while Industrial Heat was fully entitled under the License Agreement to disclose the E-Cat IP (as defined in the License Agreement) to other individuals or entities, “IH, IPH, Cherokee and/or their respective employees [and/or] agents” have not disclosed the E-Cat IP to any Other Parties (excluding Rossi and entities owned by Rossi).

#### Supplement

Documents reflecting Industrial Heat’s disclosures of the E-Cat IP to patent offices or other agencies involved in the patent application process can be located within the following control/Bates ranges of documents: IH-00041884 – IH-00043967.

**INTERROGATORY NO. 12:** Please identify each and every public statement including, but not limited to, any presentation, lecture, panel discussion, press release, speech, seminar, information session, investor presentation and/or interview given by IH, IPH, Cherokee and/or their respective employees, representatives and/or agents in which such person or entity mentions, references, explains or discusses the E-Cat, the E-Cat IP or any part thereof. For each such public statement identified, please state the date such statement was made, the names of any parties present (if known), the location of such public statement and whether such statement was recorded or otherwise transcribed or published.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory because the term “representatives,” as used in the context of this Interrogatory, is vague and ambiguous. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. As noted above, Industrial Heat objects to the definition of “E-Cat IP” to the extent that it is intended to encompass information beyond that encompassed by the definition of “E-Cat IP” contained in the License Agreement. Industrial Heat also objects to this Interrogatory to the extent it seeks information regarding statements as to “any part” of the E-Cat or E-Cat IP. The E-Cat and the E-Cat IP contain many parts such as wires, tubes, pipes, and bolts and basic elements such as nickel. Requiring Industrial Heat to provide information regarding statements as to any of these parts is overbroad, unduly burdensome, and disproportionate to the needs of this case. Industrial Heat further objects to the

extent that “every public statement” is intended to encompass any passing reference to the E-Cat or the E-Cat IP made by any IH, IPH or Cherokee employee, representative or agent in a public setting. Responding to a request for such information is overbroad, unduly burdensome, and disproportionate to the needs of this case.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents addressing any public statement by Industrial Heat, IPH International, Cherokee Investment Partners, or an employee or agent of same, that mentions, references, explains, or discusses the E-Cat or the E-Cat IP, from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide further identifying information about such documents after the production of documents in discovery.

Additionally, the following oral public statement that explains or discusses the E-Cat or the E-Cat IP has been made:

1. In August 2013, Thomas Darden made general references to the E-Cat IP at an annual business and environmental sustainability retreat in Iceland. Thomas Darden only discussed Industrial Heat having licensed the E-Cat IP, he did not discuss any confidential or technical facts associated with the E-Cat IP.

#### Supplement

Documents addressing any public statement by Industrial Heat, IPH International, Cherokee Investment Partners, or an employee or agent of same, which mentions, references, explains, or discusses the E-Cat or the E-Cat IP can be located within the following control/Bates ranges of documents: (1) IH-00002253 – IH-00002263; (2) Industrial Heat or IPH International’s disclosures to patent offices or other agencies involved in the patent application process IH-00041884 – IH-00043967; and (3) email communications produced in discovery between

employees of Industrial Heat or IPH International and either Rossi or APCO Worldwide. The email addresses for APCO Worldwide's employees end in "apcoworldwide.com."

**INTERROGATORY NO. 13:** Please identify with specificity each and every instance or occurrence that you allege Rossi and Leonardo violated the confidentiality provisions contained in the License Agreement. For each instance or occurrence, please state with specificity (a) the date of the alleged violating disclosure; (b) to whom the alleged violating disclosure was made; (c) the specific language of such disclosure; (d) whether you had knowledge about the disclosure before it was made and (e) identify each and every document supporting your allegation of such disclosure.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory to the extent it seeks information on whether Industrial Heat knew about disclosures by Rossi before they were made on the grounds that such is overbroad, unduly burdensome, harassing, not reasonably calculated to lead to the discovery of admissible evidence and not proportionate to the needs of this case. As to the terms of the License Agreement, Rossi or the New Hampshire corporation of Leonardo Corporation would only be permitted to make a disclosure with a written approval, and as to the E-Cat IP, Rossi or the New Hampshire corporation of Leonardo Corporation would only be permitted to make a disclosure pursuant to License Agreement Section 13.2 or pursuant to a signed, written instrument amending or waiving a provision of the License Agreement. Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection.

Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents addressing each instance or occurrence that Industrial Heat contends Rossi or Leonardo violated the confidentiality provisions contained in the License Agreement, from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide further identifying information about such documents after the production of documents in discovery.

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Documents addressing any instances or occurrences of Rossi or Leonardo violating the confidentiality provisions contained in the License Agreement (in addition to exhibits to the Third Amended Answer, Additional Defenses, Counterclaims and Third Party Claims) can be located within the following control/Bates ranges of documents -- excerpts from Rossi's blog, which are numbered IH-00030826 – IH-00033949, IH-00034019 – IH-00034530, IH-00034608 – IH-00034817, IH-00034954 – IH-00036831, IH-00036899 – IH-00037317, and IH-00037402, as well as email communications produced in discovery between employees of Industrial Heat or IPH International and APCO Worldwide. The email addresses for Industrial Heat or IPH's contacts at APCO Worldwide end in "apcoworldwide.com."

**INTERROGATORY NO. 14:** Identify each and every instance in which you allege that Plaintiffs have violated Section 13.3 of the License Agreement. For each instance or occurrence, please state with specificity (a) the name of the person or entity for whom or which Plaintiffs provided services or own an interest; (b) the date(s) on which all such violating actions took place; (c) the geographic location in which such violating action took place and (d) the damages that you believe are attributable to each such violation.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat will produce non-privileged documents addressing each instance that Industrial Heat contends Plaintiffs violated License Agreement Section 13.3, from which Rossi can ascertain the answers to this Interrogatory. Industrial Heat will provide further identifying information about such documents after the production of documents in discovery.

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Documents addressing Plaintiffs' violation of License Agreement Section 13.3 (in addition to exhibits to the Third Amended Answer, Additional Defenses, Counterclaims and

Third Party Claims) are reflected in excerpts from Rossi's blog, which are numbered IH-00030826 – IH-00033949, IH-00034019 – IH-00034530, IH-00034608 – IH-00034817, IH-00034954 – IH-00036831, IH-00036899 – IH-00037317, and IH-00037402.

**INTERROGATORY NO. 15:** In paragraph 132 of your Counterclaim, you state “on information and belief, Leonardo and Rossi have not paid their federal taxes on payments made to them from Counter-Plaintiffs.” Please state, with specificity, what “information” you have to support the your (sic) allegation in Paragraph 132 of your Counterclaim. If such “information” includes any documents, please (a) identify the document, (b) identify the source of such documents, and (c) the specific language contained in the document which you relied upon as “information”.

**ANSWER:** In addition to its General Objections, Industrial Heat objects to this Interrogatory to the extent that it seeks information protected by an Applicable Privilege or Protection. Subject to, and without waiving the foregoing General and Specific Objections, Industrial Heat states the following: During at least one discussion in 2013 in which Thomas Darden was a participant, Andrea Rossi stated that he did not have to pay taxes on the payments made by Industrial Heat, and further made a reference to having offshore corporations or bank accounts. During this conversation Mr. Darden informed Rossi that he did not believe it could be correct that no taxes were owed, in part because the payments were to Leonardo Corporation and Leonardo Corporation was a United States corporation. Also, a member of AEG informed Industrial Heat that he used the same accountant as Rossi and that accountant told him that Rossi had not paid taxes on his income during either the time he used the accountant or during the last two years he used the accountant, who is no longer Rossi's accountant.

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**INTERROGATORY NO. 16:** (Propounded by the Court) Did you or did you not have access to \$89 million as of February 15, 2016? If you had less than \$89 million, then identify the amount of money you did have.

**ANSWER:** Yes, Industrial Heat did have access to \$89 million as of February 15, 2016 through fundraising from investors. Industrial Heat had an available cash balance of \$16,761,138.52 in its accounts on February 15, 2016. Industrial Heat had not called upon investors to fund any added capital as of that date because it already knew well before February 15, 2016 that Rossi and Leonardo could not achieve Guaranteed Performance under the License Agreement. If Rossi and Leonardo had successfully conducted the Guaranteed Performance Test as specified in the License Agreement and had transferred all of the E-Cat IP to Industrial Heat (which did not occur), Industrial Heat could have raised the additional funds from investors to pay amounts due under the License Agreement. For example, an arrangement existed with the Woodford Funds for an additional \$150 million in capital if the circumstances warranted, and other investors had sufficient capital to provide the additional funds as well.

Dated: January 3, 2017.

Respectfully submitted,

*/s/ Christopher R.J. Pace*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail on counsel of record on the service list below this 3rd day of January, 2017.

*/s/ Christopher M. Lomax*

\_\_\_\_\_  
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