



EXCLUSIVE DISTRIBUTORSHIPS OF MOSLER PRODUCTS IN CHINA AND THAILAND

16 November 2010

This Agreement between Mosler Auto Care Center DBA Mosler Automotive ("MACC") and Supercar Engineering, Inc ("SEI") grants 25-year exclusive distribution rights in China and Thailand for all MACC-designed vehicles to SEI on the terms below.

A. Terms of the Exclusive Distributorship

- 1) The Exclusive Distributorship Term is 25 years from the date of this Agreement.
- 2) SEI must purchase of Chassis 32 ("C32") for \$92,605 as previously agreed. Prior to the date of this Agreement, SEI has paid \$66,882.28 on C32. A contract is in place requiring SEI to pay for the remainder of price of C32 in equal payments over the next 15 months.
- 3) C32 must be exported to Thailand or China within 18 weeks after C32 has been completed by MACC. Expected completion date is Jan 15, 2011.
- 4) C32 must be presented to at least one press outlet in Thailand and China.
- 5) Beginning calendar year 2011, SEI must purchase at least three (3) MACC vehicles to be marketed (approximately 1 vehicle every 120 days), in the Thailand/China distribution territory in every calendar year of the Exclusive Distributorship Term.
- 6) Each vehicle must be paid for in full prior to export and delivery to SEI from MACC from the United States or any other location.

B. Supply of MACC vehicles to SEI

- 1) Beginning calendar year 2011 until the end of the Exclusive Distributorship Term, MACC agrees to supply SEI with a minimum of three (3) MACC vehicles in every calendar year.
- 2) Vehicle list prices are \$329,000+options for MT900s/Raptor body vehicles with 7.0L V8 engine and 6-speed manual transmission. \$389,000+options for Photon (3.5" narrower) body vehicles with 7.0L V8 engine and Hewland sequential transmission. Prices are fixed for orders placed prior to Dec. 31, 2012. Prices subject to change thereafter.

**2391 OLD DIXIE HIGHWAY • RIVIERA BEACH, FL 33404
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561 845-3237

MOSLER

AUTOMOTIVE

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C. Forfeit of Exclusive Distribution Rights

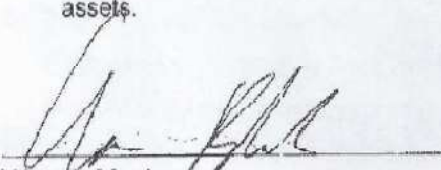
- 1) SEI will forfeit its Exclusive Distribution Rights in China and Thailand immediately upon failure to perform any of Terms 2-6 in Paragraph A, provided that MACC has fulfilled its obligation to supply vehicles as described in Paragraph B.
- 2) If SEI forfeits its Exclusive Distribution Rights in China and Thailand, SEI will be allowed to sell any vehicles that are already completed and being offered for sale in China and Thailand on a non-exclusive basis.

D. Distributor Discount

- 1) While SEI has exclusive distributorship rights, SEI will purchase vehicles from MACC at a price that is 13% lower than the list price on each vehicle.
- 2) When SEI becomes a non-exclusive distributor, SEI will purchase vehicles from MACC with a discount off of list price on each vehicle that is the greatest of 13% or the discount that may be granted to other distributors of MACC-designed products in China or Thailand.

E. Miscellaneous

- 1) This Agreement is entered into in Florida and is governed by Florida law.
- 2) This Agreement will be binding upon all future MACC designs and future owners of MACC assets.


Warren Mosler
Owner
Mosler Automotive (Mosler Auto Care Center)

11/17/2010
Date


J. Todd Wagner
President
Supercar Engineering, Inc.

11/18/2010
Date

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Trial Transcript, Scott Zappolo objecting to Judge Luis Delgado excluding Business
Lost-Profits Expert, Cinnamin O'Shell, pg 135 ln 2- ln 138 ln 13

20 MR. ZAPPOLO: There is one issue that -- I
21 don't know how the Court wants to handle it. We
22 had filed a motion for reconsideration regarding
23 Cinnamin O'Shell.

24 THE COURT: About what?

25 MR. ZAPPOLO: Cinnamin O'Shell. That was
1 the --

2 THE COURT: Oh.

3 MR. ZAPPOLO: -- person -- there was --

4 THE COURT: Yeah, that's fine.

5 MR. ZAPPOLO: I'm not going to argue the
6 motion right now or anything, but we filed it --

7 THE COURT: No, I remember it. You know, that
8 was a hearing that I think we scheduled for like 30
9 minutes and then I gave you guys an incredible
10 amount of time.

11 MR. WEBER: Yeah.

12 THE COURT: I'm very familiar with that issue,
13 and that motion is denied.

Trial Transcript, Scott Zappolo objecting to Judge Luis Delgado excluding Business
Lost-Profits Expert, Cinnamin O'Shell, pg 1265 In 12 - 16

12 MR. ZAPPOLO: I understand and I thank you,
13 Your Honor, for that. I wouldn't be doing my job
14 if I didn't **renew my motion** to allow Cinnamin
15 O'Shell to testify.
16 THE COURT: I know.

Trial Transcript, Scott Zappolo objecting to Judge Luis Delgado excluding Business
Lost-Profits Expert, Cinnamin O'Shell, pg 2372 In 23- In 2373 In 7

23 THE COURT: Okay. All right. Now that we've
24 addressed that, let's go to jury instructions.
25 MR. ZAPPOLO: And if I may just for the
1 record, Your Honor, the plaintiff, likewise, renews
2 all of its prior motions related to Cinnamin
3 O'Shell, the **directed verdict** as to Count VIIII,
4 and the **directed verdict** as to Count III. Thank
5 you.
6 THE COURT: Okay. And I'm not changing my
7 mind on those.

5 · · · Q · Mr. Wagner, do you recall testifying about the

·6· ·distribution contract --

·7· · · · A · Yes, I do.

·8· · · · Q · -- in this case?

·9· · · · A · Yes, I do.

10 · · · Q · Wherein SEI was to distribute Mosler Auto Care

11 · ·Center products --

12 · · · · A · Yes.

13 · · · · Q · -- in China and Thailand?

14 · · · · A · Yes, sir.

15 · · · · Q · Do you recall how many cars Mosler Automotive

16 · ·Corporation was required to sell to -- excuse me, to

17 · ·manufacture and to sell to SEI pursuant to that

18 · ·agreement?

19 · · · · A · Three per year for 25 years.

20 · · · · Q · Okay. Do you remember what the cost per car

21 · ·was going to be?

22 · · · · A · Yes. 329,000 less a 13 percent distributor

23 · ·discount.

24 · · · · Q · Okay. And --

25 · · · · A · I think it's about \$286,000, approximately.

·1· · · · Q · Okay. So, \$286,000. Now based upon your

·2· ·experience selling supercars, which we've established

·3· ·already based upon the invoice that gave you credit for

·4· ·selling Mosler Automotive vehicles, correct?

·5· . . . A· · Yes.

·6· . . . Q· · Based upon that experience, how much was it

·7· ·going to cost you to -- or Supercar Engineering to sell

·8· ·each car?· What was the overhead?

·9· . . . A· · Well, the overhead itself is not that high.

10· ·The more I spent on the marketing and all that, of

11· ·course the more cars I would be able to sell.· If I was

12· ·only allowed to sell three, then the cost per car was

13· ·probably around \$10,000 in marketing.

14· . . . Q· · Okay.· So if you could sell the cars, what did

15· ·you anticipate selling the cars for?

16· . . . A· · \$700,000.

17· . . . Q· · Okay.· And you had discussed why you thought

18· ·\$700,000 was a reasonable price, right?

19· . . . A· · Yes.

20· . . . Q· · Absent the defamation, correct?

21· . . . A· · Absent the defamation.

22· . . . Q· · Okay.· So it's \$700,000 minus your cost per

23· ·vehicle and the related overhead.· What was the profit

24· ·that the company would have received?

25· . . . A· · Approximately \$400,000 per vehicle.

·1· . . . ***Q· · Okay.· \$400,000 per vehicle for -- the very***

·2· ·***basic minimum was how many vehicles per year?***

·3· . . . ***A· · Three per year.***

·4· . . . Q· · Okay.· So that's \$1.2 million per year.· How

·5· ·long was that contract?

·6· . . . A· · 25 years.

·7· . . . Q· · Okay. *So 1.2 million for 25 years, correct?*

·8· . . . A· · Correct.

·9· . . . Q· · Right. · Now is that a pie-in-the-sky estimate
10· ·or is that conservative?

11· MR. WEBER: · Objection.

12· THE COURT: · Sustained.

13· ·BY MR. ZAPPOLO:

14· . . . Q· · How many cars did you actually think that,
15· ·based upon your experience, was selling cars that
16· ·Supercar Engineering would be able to sell?

17· MR. WEBER: · Objection. · This goes outside the
18· . . . scope.

19· THE COURT: · Sustained.

20· ·BY MR. ZAPPOLO:

21· . . . Q· · You understood that the contract provided for
22· ·minimums, correct?

23· . . . A· · Correct. · Yes.

24· . . . Q· · *What, if anything, led you to believe that*
25· ·*you'd only be able to sell the minimums required by the*
·1· ·*contract?*

·2· . . . A· · Nothing. · I think I could sell a lot more than
·3· ·that.

Trial Tr., exotic vehicles sales expert, Jonathan Frank testifying pg 1017 ln 21 – pg 1018 ln 10

21· . . . Q· What do you do for a living, Mr. Frank?

22· . . . A· I own the Auto Toy Store. The company is

23· about a 30-year-old exotic car dealership in Florida. I

24· also own Specialty Auto Leasing, which we lease exotic

25· cars as well.

·1· . . . Q· Okay. And when you say "exotic cars," what do

·2· you mean? Please explain to the jury.

·3· . . . A· Ferrari, Lamborghini, Rolls-Royce, specialty

·4· cars like the SSC· Moslers, we've sold quite a few of

·5· those. We were a dealer for Mosler at one point. And

·6· we do some of the most unique vehicles that you can

·7· find.

·8· . . . Q· Okay. Now are you generally aware of the

·9· allegations in this lawsuit?

10· . . . A· Yes.

Trial Tr., exotic vehicles sales expert, Jonathan Frank testifying pg 1023 ln 24 – pg 1024 ln 5

24· . . . Q· Okay. So are you familiar with the car that's

25· been called the **2012 RaptorGTR?**

·1· . . . A· Yes.

·2· . . . Q· What information about the

·3· horsepower-to-weight ratio are you aware of?

·4· . . . **A· It's the highest horsepower-to-weight ratio**

·5· **out of anything of its time.**

2 · · · Q · Well, did you ever compare the **2012 RaptorGTRs**

·3 · **to a 2018 McLaren Senna?**

·4 · · · A · In that year? No, because the '18 hasn't come

·5 · out, but are you talking about recently?

·6 · · · Q · Yes.

·7 · · · A · Recently I did, yes.

·8 · · · Q · Okay. And did you compare it -- **what other**

·9 · **cars did you compare it to?**

10 · · · A · The LaFerrari, the Bugatti Veyron, what else?

11 · The Senna, the Koenigsegg Agera. I believe that was

12 · about it.

13 · · · Q · Okay. Now, did you have a file related to

14 · this case?

15 · · · A · I do have a file.

- *True and correct copy of expert, Jonathan Franks' file (Filing #206667526) containing a comparative analysis of Supercars including their price, production and performance follows:*

2012 Mosler RaptorGTR Pricing and Projected Sales Volume Worksheet

Assuming Production Outside of China

- 1) The 2012 Mosler RaptorGTR with a 838hp 7.0L V8 twinturbo engine, all carbon body and chassis, and racing pedigree is appropriately priced at \$700,000.
- 2) A Mosler product that has been claimed to be a fraudulent vehicle by the owner of Mosler Automotive, Warren Mosler, would be very difficult to sell at full list price.
- 3) At the high-end of the car market, originality is of paramount importance. No sophisticated buyer is going to spend \$700,000 on a car that is described as a "Hack Job" by a credible person such as Warren Mosler.
- 4) The public statement by Warren Mosler that the 2012 Mosler RaptorGTR wouldn't pass emissions would make the vehicle nearly unsaleable; because potential buyers wouldn't take the risk that they couldn't drive their cars on public roads.
- 5) Buyers of unique vehicles rely on the Internet for information about horsepower, production numbers, racing pedigree, performance figures, authenticity, etc.
- 6) In the market of low-volume-production collectible vehicles, factory original cars command a large premium over lesser vehicles that are modified into a non-factory form.
- 7) Because the normally-aspirated 2009 Mosler MT900 was commonly considered a derivative mid-engine Corvette with a Corvette engine and Corvette tail lights, it could only be priced \$329,000 by the factory.



- 8) Because Warren Mosler publically derided the 2012 Mosler RaptorGTR and claimed that it was an aftermarket-modified MT900; the defamed 2012 Mosler RaptorGTR would likely sell for approximately half of its fair value.
- 9) In the years 2011 through 2016; the RaptorGTR was the highest power-to-weight ratio vehicle in the world (649hp/ton), and therefore would have sold in quantities of approximately 20 per year (for a total of 80 vehicles) at a price of \$700,000 each in the United States.
- 10) Most exotic car manufacturers carry over the chassis and general engine layout of their vehicles over several model years. Porsche will typically use the same chassis for a period of about 15 years; but will put new bodywork on the chassis approximately every 5 years.
- 11) In 2013 through 2016, Ferrari sold 500 of the \$1,200,000 La Ferrari models that weigh 3450lbs and produce 949hp. The LaFerrari had significantly lower power-to-weight ratio (550hp/ton) compared to the RaptorGTR's 649hp/ton.
- 12) In 2018 and 2019, the market price of used La Ferrari vehicles is currently higher than the original sales price.
- 13) The 2013 Bugatti Veyron SuperSport had 1200 horsepower and weighed 4350lbs. The Veyron SuperSport cost \$2,400,000 and had a power to weight ratio of 552hp/ton; which is significantly lower than the RaptorGTR's figure of 649hp/ton. Bugatti sold a total of 400 Veyrons, 50 of which were SuperSport versions with the higher-specification 1200hp engine.
- 14) The Koenigsegg Agera was produced from 2011 through 2018 with a carbon-fiber body and central tub. The Agera has a 947hp engine and weighs 2932lbs, yielding a

2012 Mosler Raptor GTR value comparison

Model	Carbon-Fiber Body (Y/N)	Carbon-Fiber Tub (Y/N)	Power-to-Weight (hp/ton)	Engine	Rarity (units/yr)	Brand Recognition (Low-Med-High)	Top Speed (mph)	Exotic Appearance (Low-Med-High)	Price (\$)	TOTAL
2012 Mosler Raptor GTR	Y	Y	649	7.0L V8 twinturbo	25	Low	240	Med	700,000	
Raptor GTR - Ranking	5	5	10	7	9	1	8	5	8	58
2018 McLaren Senna	Y	Y	521	4.0L V8 twinturbo	100	Med	211	High	960,000	
Senna - Ranking	5	5	6	5	6	5	5	10	6	53
2011-2018 Koenigsegg Agera	Y	Y	599	5.0L V8 twinturbo	8	Med	277	High	2,500,000	
Agera - Ranking	5	5	9	7	10	5	10	10	1	62
2013 Bugatti Veyron SuperSport	Y	Y	552	8.0L W12 quad turbo	50	High	253	High	2,400,000	
Veyron - Ranking	5	5	8	10	8	10	9	10	1	66
2013 - 2016 Ferrari LaFerrari	Y	Y	543	6.0L V12 with Hybrid	200	High	217	High	1,416,000	
LaFerrari Ranking	5	5	6	10	4	10	6	10	4	60
2013 - 2016 McLaren P1	Y	Y	537	3.8L V8 turbo Hybrid	175	Med	217	High	1,150,000	
P1 - Ranking	5	5	5	8	5	5	6	10	5	54
2019 Lamborghini Aventador SVJ	Y	N	437	6.0L V12	1000	High	219	High	521,000	
Aventador SVJ - Ranking	5	0	3		1	10	6	10	10	45

- 1· . . . Q· How much is a -- well, let me back up.
- 2· Do you know what the ***power-to-weight ratio of***
- 3· ***a 2013 McLaren P1 car was?***
- 4· . . . A· I'll have to -- it's on this list right here.
- 5· The **'13 P1 is 537-horsepower per ton.**
- 6· . . . Q· Okay. And how much did that car sell for?
- 7· . . . A· The McLaren P1 sold for approximately
- 8· **1.15 million.**
- 9· . . . Q· Okay. And what's the horsepower -- the
- 10· power-to-weight ratio of a 2013 Ferrari LaFerrari that
- 11· you mentioned earlier?
- 12· . . . A· It's 543 per ton.
- 13· . . . Q· And what is that car selling for?
- 14· . . . A· 1.4 million.
- 15· . . . Q· Okay. And what is the horsepower-to-weight
- 16· ratio of a 2013 Bugatti Veyron SuperSport?
- 17· . . . A· It's 552 per ton.
- 18· . . . Q· How much did that car sell for?
- 19· . . . A· Approximately 2.4 million.
- 20· . . . Q· Okay. And how much is the -- what's the
- 21· power-to-weight ratio of a 2011 Koenigsegg Agera?
- 22· . . . A· 599.
- 23· . . . Q· Okay. And how much did that car sell for?
- 24· . . . A· 2.5 million.
- 25· . . . Q· Okay. And then let's talk about a **2012**
- 1· ***RaptorGTR. What was its power-to-weight ratio?***

- 2· . . . A· · **649 per ton.**
- 3· . . . Q· · Based upon the horsepower-to-weight ratio,
- 4· ·what would you expect the 2012 RaptorGTR to sell for?
- 5· . . . A· · We estimated **700,000.**
- 6· . . . Q· · Okay.· Now when you gave that estimate, did
- 7· ·you consider certain things such as brand recognition?
- 8· . . . A· · Yes.
- 9· . . . Q· · Did you consider the size engine?
- 10· . . . A· · Yes.
- 11· . . . Q· · Did you consider whether or not the car was
- 12· ·made of carbon fiber or not?
- 13· . . . A· · Yes, we did.
- 14· . . . Q· · Okay.· Did you consider its top speed?
- 15· . . . A· · Yes.

Trial Tr., exotic vehicles sales expert, Jonathan Frank testifying pg XXX

- 3· . . . Q· · Mr. Frank, I want to focus on based upon your
- 4· ·knowledge of the car industry, how many RaptorGTRs do
- 5· ·you believe could have been sold in 2013?
- 6· . . . A· · I'd say absolutely as many as the factory
- 7· ·could produce with their history.· Basically, you know,
- 8· ·all supercars, especially, you know, in the past
- 9· ·five-plus years, have been sold out way in advance
- 10· ·usually with a waiting list and it's just -- you know,
- 11· ·it's been harder and harder to get your hands on cars
- 12· ·these days.

13 · · · · Q · Okay · And since the cars become harder and
14 · harder to get ahold of, what happens to their price?
15 · · · · A · The value goes up.
16 · · · · Q · Okay · So what would -- do you have any
17 · opinion as to what you can sell a RaptorGTR in 2023 for?
18 · · · · A · I'd -- if you look at a car like the
19 · competitor, the Koenigsegg Agera, that was like for
20 · \$2.5 million · Right now they're trading for \$5 million,
21 · so approximately double what they were selling for
22 · originally.
23 · · · · · The same thing with the LaFerrari · That's
24 · selling for close to three times what it was sold for
25 · originally · It was at 1.4, now they're at \$5 million.

Trial Tr., exotic vehicles sales expert, Jonathan Frank testifying pg 1039 ln 23 – pg 1040 ln 21

23 · · · · Q · Okay · So if Mosler Auto Care Center -- how
24 · many -- do you have any understanding as to how many
25 · vehicles they could produce in a year?
·1 · · · · A · How many they could?
·2 · · · · Q · Yes.
·3 · · · · A · No, I don't.
·4 · · · · Q · Okay · Just one moment.
·5 · · · · · Based upon your experience, if Mosler Auto
·6 · Care Center had built **25 RaptorGTRs per year between**
·7 · ***2012 and 2023, do you think that those cars could have***
·8 · been sold for prices range -- well, what would the price

9. *range for those vehicles be?*

10. . . . **A. The GTR, I estimate at 700,000.**

11. . . . Q. Okay. Up until 2023 would they still be

12. selling at 700?

13. . . . **A. I think they would be selling for more.**

14. . . . Q. They would be selling for more?

15. . . . A. Yes.

16. . . . Q. How much more? ***Would it be fair to say a***

17. ***million dollars?***

18. . . . **A. Yes.**

19. . . . Q. Okay. That's a very conservative estimate of

20. markup, isn't it?

21. . . . A. Yes, it would be.

Trial Tr., expert, Jonathan Frank in cross-examination pg 1060 ln 23 - 25

23. . . . Q. Yeah. If MACC did have adequate funding, then

24. they could have produced cars, right?

25. . . . A. Yes.

Trial Tr., expert, Jonathan Frank in cross-examination pg 1061 ln 216 - 18

16. . . . Q. Now MACC only ever produced a single

17. RaptorGTR, right?

18. . . . A. Yes.

14· . . . Q· You referenced yesterday having documents in a

15· file and you were asked about articles and things today,

16· correct --

17· . . . A· Yes.

18· . . . Q· -- that you reviewed? Okay.

19· I'm showing you what's been marked as 1353.

20· Is that one of the articles that you had reviewed?

21· . . . A· Yes.

22· (Thereupon, Plaintiffs' Exhibit 1353C was

23· . . . marked for identification.)

24· BY MR. ZAPPOLO:

25· . . . Q· Okay. **And at page 2, is that some of the**

·1· **comparisons of the power-to-weight ratios that were**

·2· **made?**

·3· . . . **A· Yes.**

·4· MR. ZAPPOLO: Okay. At this point, Your

·5· Honor, I'd like to --

·6· BY MR. ZAPPOLO:

·7· . . . Q· And those were the same horsepower-to-weight

·8· ratios that were discussed amongst your testimony,

·9· correct?

10· . . . A· Correct.

11· MR. ZAPPOLO: Okay. At this point, Your

12· Honor, I'd like to move 1353 into evidence.

13· THE CLERK: Your Honor, if I may? I have

14· . . . 1353B. Would this be A or --

15· MR. ZAPPOLO:· Let's go with C just to be
16· . . . certain, just to be clear.
17· THE COURT:· Okay.
18· THE CLERK:· It's **95**, Your Honor.
19· MR. WEBER:· One second.· Sorry, Your Honor.
20· . . . Let me take a look at this.· Your Honor.
21· We have no objection, Your Honor.
22· THE COURT:· All right.· **Admitted without**
23· . . . **objection.**

- *Plaintiffs' Exhibit #95 from 2023-TRIAL follows (3 pages):*

2012 Mosler RaptorGTR: One and Done

Lightweight Supercar Claims New Power-to-weight Record

October 17, 2012 By [Charles Krome](#)

Providing further evidence that we're now living in the Golden Age of Supercars—and acting as a cautionary tale for the segment's future—the 2012 Mosler RaptorGTR is now on sale for a cool \$700,000. It's the latest entry from one of America's pioneering supercar manufacturers, with a claimed best-ever power-to-weight ratio for a street car, but the RaptorGTR also represents a one-off vehicle that just may be the last Mosler ever makes.



The company, which traces its origins back to 1985 and has built an impressive record of success both on and off the track, "was pulled into the vortex of the financial downturn" after building the first RaptorGTR. At this stage, Mosler's future remains uncertain.

And so does the fate of car No. 1. The vehicle was purchased from Mosler by its project partner, Supercar Engineering, and the latter is now offering it for sale to customers in the U.S., Russia, China, Saudi Arabia and the United Arab Emirates.

For more information, contact Supercar Engineering at 203-668-3904 or SupercarEngineeringInc@gmail.com ... or just continue reading, of course.

2012 Mosler RaptorGTR: One and Done

Lightweight Supercar Claims New Power-to-weight Record

2012 Mosler RaptorGTR: More Power, Fewer Pounds

Designed to represent "the pinnacle of Mosler's street and racing development," the RaptorGTR lives up to its billing thanks to extensive use of carbon fiber and a Mosler-massaged, twin-turbo version of the LS7 7.0-liter V8 engine that powers the Chevy Corvette Z06. But while the ultimate 'Vette relies on a mere 638 hp to motivate 3,353 lbs. worth of Z06, the 2012 Mosler RaptorGTR weighs about 800 lbs. less and holsters 200 hp more.



The one-of-a-kind supercar hits the scales at 2,580 lbs., resulting in a record-setting power-to-weight ratio of less than 1:3.1; that is, each of the Mosler's 836 horses is pulling around fewer than 3.1 lbs. Neither the automaker nor its distributor have provided performance specs, but the word on the Web is that the Raptor GTR will be able to sprint from 0-60 in about 2.6 seconds and reach a redline-limited terminal velocity of 240 mph.

To provide a little context here, this is how the 2012 Mosler RaptorGTR stacks up as compared to some of its supercar rivals in the ol' weight-to-power department (with a few mainstream-ish players thrown into the mix, too):

Vehicle	HP	Pounds	HP:LB ratio
Mosler RaptorGTR	836	2580	1:3.08
Koenigsegg Agera R*	980	3164	1:3.30
Bugatti Veyron Grand Sport	1200	4387	1:3.66
Lamborghini Sesto Elemento**	570	2202	1:3.86
McLaren MP4-12C	616	3161	1:5.13
SRT Viper	640	3297	1:5.15
Chevy Corvette ZR1	638	3353	1:5.26
Ferrari 458 Italia	562	3042	1:5.41
Ford Shelby GT500	662	3852	1:5.81

Lightweight Supercar Claims New Power-to-weight Record

2012 Mosler RaptorGTR: The Next Best Thing

Now, if you can't pony up \$700,000 to buy the 2012 Mosler RaptorGTR—or it's already been sold—you can still enjoy some (virtual) seat time in the car at AutoClubRevolution.com.

The website has teamed with Mosler and more than 30 other global automakers to create a free online-racing community that features real cars, real tracks, and a "console-quality racing experience" for members. And the massively

powered Mosler will come online in time for the holidays as the site's top performer.



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10 Best Sports Cars for Teens



2019 Lamborghini Huracan Performante Spyder Road Test and Review



10 Nissan 370Z Competitors to Consider



2019 Ford Mustang Road Test and Review



10 of the Best Sports Cars Under \$75,000



Hyundai Plans to Hit SEMA With Velocity

Trial Tr., exotic vehicles sales expert, Jonathan Frank testifying pg 1021 ln 22 – pg 1022 ln 14

22· . . . Q· Over the years have you had conversations with

23· potential purchasers of such vehicles?

24· . . . A· Yes.

25· . . . Q· Okay. ***And what impact, if any, or what role,***

·1· ***if any, have reviews on magazines dedicated to cars, et***

·2· ***cetera, had in those conversations?***

·3· . . . **A· Reviews are great. They're a high impact on**

·4· **the buyers.**

·5· . . . Q· Okay. And can you explain to the jury some of

·6· the places that -- excuse me, some of the periodicals

·7· that you would have had conversations with people about

·8· high-end supercars over the years?

·9· . . . A· Everything from -- every publication out there

10· from MotorTrend, you know, **duPont REGISTRY**, Road and

11· Track, "**Car and Driver**." There's, you know, endless

12· publications. Plus, in the past, you know, 10 to 15

13· years social media has come into play in a big way as

14· well.

Trial Tr., exotic vehicles sales expert, Jonathan Frank testifying pg 1035 ln 13 - 19

13· . . . Q· Now based upon your experience in the

14· industry, ***what impact would the manufacturer or the***

15· ***owner of a vehicle manufacturer going public saying that***

16· ***a vehicle was fake***, what would that do to the value of

17· the car?

18· . . . A· I think that would hurt the value **in a huge**

19· **way.**

3 I mean, how can I go off and sell a
4 \$700,000 car when the owner of the company is saying
5 it's a fake and people concluding from that that I'm a
6 con artist?

7 If I tell them that this is, you know, the
8 next Mosler product and then they call the owner and he
9 says it's a fake, of course they're going to assume that
10 I'm trying to con them.

11 Q Okay.

12 A And that's what they did.

13 Q So based upon that, did -- well, when did MACC
14 fail to manufacture or supply cars to SEI?

15 A Well, the entire time they didn't make
16 anything --

17 Q Okay.

18 A -- after this one.

25 . . . Q . All right. Next **you wrote 'It is my**

·1· ***understanding that the RaptorGTR is not an official***

·2· ***Mosler product.*** · ***Where did you get that understanding?***

·3· . . . A . It's hard to say. I know that I spoke with

·4· people at **Mosler**.

·5· . . . Q . You spoke with people at Mosler before

·6· November 17, 2011, at 5:47 p.m., correct?

·7· . . . A . I can't recollect. I'm not sure of the dates

·8· and times at this point.

·9· . . . Q· Okay· Let me ask you this· Back in November
10· of 2011, did you keep any notes of anything you were
11· doing relative to any articles?

12· . . . A· I may have had stuff at **duPont REGISTRY** at
13· that time, but that's all -- I have no way of accessing
14· that.

15· . . . Q· Okay· Do you remember having any telephone
16· conversations with anyone at Mosler?

17· . . . A· Yes· I called Mosler, and then I emailed
18· them.

- *Snip of Plaintiffs' Exhibit #110 follows:*

To: Jill Wagner

Subject: RE: 11/11/11

I am guessing what I was just sent is not an official Mosler product. Does Mosler have a statement about the 2012 RaptorGTR?

<http://raptorgtr.com/>

Benjamin Greene

Online Editor

www.duPontREGISTRY.com

727-573-9339 ext.2514

- *Snip#1 of Plaintiffs' Exhibit #41, online article from **The Dupont Registry** follows:*

2012 RaptorGTR is not a Mosler, reveals ex-family feud

11/15/2011

Supercar Engineering, Inc. (SEI), a Mosler distributor and run by ex-Mosler engineer J. Todd Wagner, has released an aftermarket package for the MT900S, which it is calling the RaptorGTR, promising Veyron-competing specs and performance. Mr. Wagner was married to Mosler Automotive's General Manager and Vice President of Operations Jill Wagner. Mosler says the RaptorGTR is not one of its products and refused to comment further; Mr.

- *Snip#2 of Plaintiffs' Exhibit #41, online article from **The Dupont Registry** follows:*

Released with a promotional music video for some unknown artist called Abby Cubey, the 2012 ~~Mosler~~ RaptorGTR features 838 hp from a twin-turbocharged 7.0-liter V-8 and a curb weight of just 2,580 pounds. SEI says RaptorGTR #001, formed from a Mosler MT900 owned by Mr. Wagner, will blast from zero to 60 mph in just 2.6 seconds and hit a top speed of 240 mph, nipping at the heels of the Veyron. The car's low weight also helps it come to a halt from 60 mph in only 95 feet—on par with a ZR1—and achieve 1.4gs of steady grip.

Trial Transcript, Abby Cubey testifying pg 599 ln 18 – 2pg 600 ln 21

18· . . . Q· And what came of that discussion?

19· . . . A· He backed out because of the -- the stuff

20· that's out there.

21· . . . **Q· When you say the stuff that's out there, what**

22· **do you mean?**

23· . . . A· There was a -- I believe there was an article

24· about a burnt engine. I don't know exactly. I don't

25· recall all of that, but this is just basing on what I

·1· remember. And the -- what -- what it says out there

·2· **that it's -- the car was fake, it wasn't Mosler**, and

25 Exhibit "T" for Florida RICO lawsuit in 19th District Circuit Court

·3· then he called me, and that's -- and he said that I will
·4· not pursue.
·5· . . . Q· When you say it was -- the car was fake and it
·6· was not Mosler, it was not a Mosler car?
·7· . . . A· Yes, I mean **you can see it's all over the**
·8· **Internet.**
·9· . . . Q· Okay. Were you and/or any of your family
10· members ever interested in investing in the company?
11· . . . A· Yes. We were going to invest half a million
12· dollars. Yes.
13· . . . Q· Okay. Who is we?
14· . . . A· Me, my mom. My family overall.
15· . . . Q· Okay. And did your family have the means to
16· invest that much money?
17· . . . A· Yes.
18· . . . Q· Okay. And what happened to your desire to
19· invest in the company?
20· . . . A· It -- it's -- out of all the bad press there,
21· I mean, we can't do it. It's just not good for us.

Trial Testimony, James Todd Wagner testifying pg 1209 ln 10 - 22

10· . . . Q· Now this was Jill Wagner, on November 29th of
11· 2011, sending it -- sending an email to you, Abby Cubey,
12· and cc'ing Warren Mosler, correct?
13· . . . A· Yes.
14· . . . Q· All right. And what did Jill write about what
15· is printed?
16· . . . A· She writes "What is printed just continues to
17· **mutilate Todd** over and over and will make it virtually

18· impossible for him to gain employment."

19· . . . Q· Okay. Now did you ever have *any exchange with*

20· Mr. Mosler about trying to correct what was out there in

21· this, you know --

22· . . . A· Numerous times.

Trial Testimony, James Todd Wagner testifying pg 1604 ln 4 - 23

·4· . . . Q· Now, following all of those articles, you

·5· wrote to Mr. Mosler because you believed there was a

·6· misunderstanding in light of the video because there are

·7· two RaptorGTRs, right?

·8· . . . A· Yes. I couldn't believe Mr. Mosler would be,

·9· you know, carpet-bombing his own company, so I figured

10· there must be some misunderstanding with the journalist.

11· I had no idea what was going on.

12· . . . Q· And --

13· . . . A· It took me a long time to figure it out.

14· . . . Q· And you believed that the journalists could

15· misunderstand because there were two RaptorGTRs,

16· correct?

17· . . . A· That was one of my --

18· . . . Q· Yes or no?

19· . . . A· -- theories as a possibility, which is why I

20· ran it by Mr. Mosler so that we could mitigate the

21· damage in case there was a misunderstanding, but

22· Mr. Mosler refused to do any mitigation whatsoever. He

23· let all the damage stick --

Warren Mosler depo #1 while still Spoliating 18,500 pgs of evidence, pg 1604 ln 11 – 25

11 Q. All right, now let's go to the next line. Quote,
12 He's nothing, period. He's got some serious mental
13 problems, period, close quote. "Mosler said."
14 You would agree with me that this author directly
15 attributed the quote, he's nothing, he's got some serious
16 mental problems --
17 A. Yeah.
18 Q. -- to you; correct?
19 A. Yes, so the second part, but yes. The author is
20 attributing that quote to me.
21 Q. Okay. And did you say, He's nothing, he's got
22 some serious mental problems?
23 A. I don't recall saying that to that guy at all.
24 Q. The --
25 A. I don't -- I don't talk that way either, so.

- *Snip PL# of Warren B. Mosler [talking] via email to a prospective business partner of James Todd Wagner's 5 days after publication of the "Car and Driver" article with the section that Judge Hafele Ordered was eligible for Punitive Damages follows:*

From: "Warren Mosler" <warren.mosler@gmail.com>
To: mark@scorpionmotorsports.com
CC: "Sylvia Klaker" <sklaker@moslerauto.com>
Date: 11/20/2012 1:52:19 PM
Subject: Re: Factory Follow-up

On Mon, Nov 19, 2012 at 6:14 PM, <mark@scorpionmotorsports.com> wrote:
Warren,

Before I begin, thank you for the opportunity to view the factory.

That being said, I have many follow-up questions and I will try to get them out in short order so you do not get too tired of me

1) Please tell me who Supercar Engineering, Inc. is, and the full nature of their interaction with your company as well as any intellectual property, claims to intellectual property, ect...

No actual interconnection at this point in time and I'll sign a 'hold harmless' to protect you against any actions he might take.

A brief interview with him will assure you he's truly mentally disturbed as will a brief conversation with anyone who knows him. a few years ago and is fundamentally irrational now.

- *Snip PL#60 of Warren B. Mosler [talking] via email to a prospective business partner of James Todd Wagner's after publication "Car and Driver" article with the section that Judge Hafele Ordered was eligible for Punitive Damages follows:*

From: ["Warren Mosler" <warren.mosler@gmail.com>](mailto:warren.mosler@gmail.com)
To: ["Grunes, Ian" <ian@rossioncars.com>](mailto:ian@rossioncars.com)
CC: ["Alan Richard Simon" <alanrsimon@gmail.com>](mailto:alanrsimon@gmail.com)
Date: 7/5/2013 5:30:59 PM
Subject: Re: Todd wagner

as suspected, just blowing smoke.

he has nothing, just like Trenne, but worse.
Wagner has serious mental issues and is arguably legally insane

- *Snip of PL#104, email from "Car and Driver" journalist, Clifford Atiyeh follows:*



James Todd Wagner <j.todd.wagner@gmail.com>

RE: Unveiling of final Mosler supercar to be built: 838hp 2012 RaptorGTR

Clifford Atiyeh <clifford.atiyeh@live.com>
To: James Todd Wagner <j.todd.wagner@gmail.com>

Thu, Nov 15, 2012 at 5:40 PM

Hi James,

While certain comments and allegations are indeed harsh, they are all cited to Mosler. There were multiple claims made by both you and Mosler and they are stated as such throughout the article. It is not possible, without other witnessing company employees whom were not available for questioning, to substantiate every single claim that either you or Mosler is making against the other. We cannot help for the differences in opinion either of you may have with each other. This is why we did our diligence to state these claims as claims and nothing more.

Best,

Cliff

- SEI's financial projections for Exclusive Distributorships in China and Thailand follows:

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	
1	Supercar Engineering, Inc.																											
2	Lost Profits from Exclusive Distributorship in China & Thailand 11/10/2023																											
3																												
4																												
5	Cost of Goods Sold:																											
6	Purchase Price for MT19000Raptor body vehicle with 7.0L V8 engine and 6-speed manual transmission (\$225,000 - 12% distributor discount)																											
7																												
8	Cost to perform Purring Change into 2012 Mosler Raptor GT specification																											
9	Total Cost of Goods Sold (per vehicle)																											
10																												
11	Product Price Expectations (based upon market research and expert Jonathan Frank testimony)																											
12																												
13	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
14	\$180,000	\$173,332	\$175,454	\$177,135	\$178,485	\$179,485	\$180,135	\$180,485	\$180,635	\$180,735	\$180,785	\$180,835	\$180,885	\$180,935	\$180,985	\$181,035	\$181,085	\$181,135	\$181,185	\$181,235	\$181,285	\$181,335	\$181,385	\$181,435	\$181,485	\$181,535	\$181,585	
15	Sales Volumes based upon Production Capacity per Jonathan Frank, all of vehicles that MOCO (or future MOCO-owned) could build could be sold																											
16	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
17	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
18																												
19																												
20	Variable Costs (Out of Gross Vehicle Sales Price)																											
21	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
22	\$170,000	\$163,332	\$165,454	\$167,135	\$168,485	\$169,485	\$170,135	\$170,485	\$170,635	\$170,735	\$170,785	\$170,835	\$170,885	\$170,935	\$170,985	\$171,035	\$171,085	\$171,135	\$171,185	\$171,235	\$171,285	\$171,335	\$171,385	\$171,435	\$171,485	\$171,535	\$171,585	
23																												
24	Fixed Costs: Office and Showroom Space																											
25	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
26	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000		
27																												
28	Fixed Costs: Travel & Attending Trade Shows																											
29	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
30	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000		
31																												
32	Fixed Costs: Advertising & Attending Magazine Press Events																											
33	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
34	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000		
35																												
36	Cost of Goods Sold																											
37	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
38	\$170,000	\$163,332	\$165,454	\$167,135	\$168,485	\$169,485	\$170,135	\$170,485	\$170,635	\$170,735	\$170,785	\$170,835	\$170,885	\$170,935	\$170,985	\$171,035	\$171,085	\$171,135	\$171,185	\$171,235	\$171,285	\$171,335	\$171,385	\$171,435	\$171,485	\$171,535	\$171,585	
39																												
40	TOTAL COSTS																											
41	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
42	\$180,000	\$173,332	\$175,454	\$177,135	\$178,485	\$179,485	\$180,135	\$180,485	\$180,635	\$180,735	\$180,785	\$180,835	\$180,885	\$180,935	\$180,985	\$181,035	\$181,085	\$181,135	\$181,185	\$181,235	\$181,285	\$181,335	\$181,385	\$181,435	\$181,485	\$181,535	\$181,585	
43																												
44	TOTAL REVENUE (INCOME)																											
45	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
46	\$180,000	\$173,332	\$175,454	\$177,135	\$178,485	\$179,485	\$180,135	\$180,485	\$180,635	\$180,735	\$180,785	\$180,835	\$180,885	\$180,935	\$180,985	\$181,035	\$181,085	\$181,135	\$181,185	\$181,235	\$181,285	\$181,335	\$181,385	\$181,435	\$181,485	\$181,535	\$181,585	
47																												
48	TOTAL NET PROFIT (total revenue - total costs)																											
49	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
50	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	
51																												
52	DISCOUNTED CASH FLOWS (profits discounted with a 5% annual discount rate)																											
53	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
54	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	
55																												
56	NET PRESENT VALUE OF THE 26 YEAR PROFIT STREAM ASSUMING A 5% DISC RATE																											
57	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	
58																												
59																												
60																												

- Snip #1 of SEI's financial projections for Exclusive Distributorships in China and Thailand follows:

Supercar Engineering, Inc														
Lost Profits from Exclusive Distributorship in China & Thailand														
17May2023														
Cost of Goods Sold:														
Purchase Price for MT900s/Raptor body vehicle with 7.0L V8 engine and 6-speed manual transmission (\$329,000 - 13% distributor discount):														
Cost to perform 'Running Change' into 2012 Mosler RaptorGTR specification: \$30,000														
Total Cost of Goods sold (per vehicle): \$316,230														
Product Price Projections (based upon market research and expert Jonathan Frank testimony)														
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$700,000	\$727,372	\$754,544	\$781,816	\$809,088	\$836,360	\$863,632	\$890,904	\$918,176	\$945,448	\$972,720	\$999,992	\$1,000,000	\$1,000,000	\$1,000,000
Sales Volumes based upon Production Capacity - per Jonathan Frank, all of vehicles that MACC (or future-MACC-owner) could build could be sold														
1	5	10	15	20	25	25	25	25	25	25	25	25	25	25
Variable Costs (10% of Gross Vehicle Sales Price)														
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$700,000	\$363,636	\$754,544	\$1,172,724	\$1,618,176	\$2,090,900	\$2,159,080	\$2,227,260	\$2,295,440	\$2,363,620	\$2,431,800	\$2,499,980	\$2,500,000	\$2,500,000	\$2,500,000
Fixed Cost: Office and Showroom Space														
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$20,000	\$30,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814	\$67,005	\$70,355	\$73,873	\$77,566	\$81,445	\$85,517	\$89,793	\$89,793
Fixed Cost: Travel & Attending Trade Shows														
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$2,000	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465	\$38,288	\$40,203	\$42,213	\$44,324	\$46,540	\$48,867	\$51,310	\$53,876	\$53,876
Fixed Cost: Advertising & Attending Magazine Press Events														
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$35,000	\$150,000	\$157,500	\$165,375	\$173,644	\$182,326	\$191,442	\$201,014	\$211,065	\$221,618	\$232,699	\$244,334	\$256,551	\$269,378	\$269,378

- | | | | | | | | | | | | | | | |
|---|---|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|--------------|--------------|
| per unit
TOTAL | Cost of Goods Sold | | | | | | | | | | | | | |
| | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| | \$316,230 | \$316,230 | \$316,230 | \$332,041.50 | \$348,643.58 | \$366,075.75 | \$384,379.54 | \$403,598.52 | \$423,778.44 | \$444,967.37 | \$467,215.73 | \$490,576.52 | \$500,000.00 | \$500,000.00 |
| | \$916,230 | \$1,581,150 | \$3,162,300 | \$4,980,623 | \$6,972,872 | \$9,151,894 | \$9,609,489 | \$10,089,963 | \$10,594,461 | \$11,124,184 | \$11,680,393 | \$12,264,413 | \$12,500,000 | \$12,500,000 |
| | TOTAL COSTS | | | | | | | | | | | | | |
| | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| | \$443,230 | \$2,174,786 | \$4,158,344 | \$6,403,922 | \$8,857,301 | \$11,522,360 | \$12,062,113 | \$12,625,445 | \$13,213,554 | \$13,827,619 | \$14,468,999 | \$15,139,039 | \$15,393,378 | \$15,413,047 |
| | | | | | | | | | | | | | | |
| | TOTAL REVENUE (INCOME) | | | | | | | | | | | | | |
| | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| | \$700,000 | \$3,636,360 | \$7,545,440 | \$11,727,240 | \$16,181,760 | \$20,909,000 | \$21,590,800 | \$22,272,600 | \$22,954,400 | \$23,636,200 | \$24,318,000 | \$24,999,800 | \$25,000,000 | \$25,000,000 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | TOTAL NET PROFIT (total revenue - total costs) | | | | | | | | | | | | | |
| | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| | \$256,770 | \$1,461,574 | \$3,387,096 | \$5,320,319 | \$7,324,459 | \$9,386,640 | \$9,528,687 | \$9,647,155 | \$9,740,866 | \$9,808,581 | \$9,849,001 | \$9,860,761 | \$9,606,622 | \$9,586,953 |
| | DISCOUNTED CASH FLOWS (profits discounted with a 5% annual discount rate) | | | | | | | | | | | | | |
| | \$256,770 | \$1,391,975 | \$3,079,178 | \$4,625,364 | \$6,103,716 | \$7,509,312 | \$7,329,759 | \$7,145,041 | \$6,957,761 | \$6,764,539 | \$6,566,001 | \$6,361,781 | \$6,004,139 | \$5,810,275 |
| | | | | | | | | | | | | | | |
| NET PRESENT VALUE OF THE 25-YEAR PROFIT STREAM ASSUMING A 5% DISCOUNT RATE: | | | | | | | | | | | \$133,666,772 | | | |

- *Snip #3 of SEI's financial projections for Exclusive Distributorships in China and Thailand follows:*

2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
25	25	25	25	25	25	25	25	25	25	25	25
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$94,282	\$98,997	\$103,946	\$109,144	\$114,601	\$120,331	\$126,348	\$132,665	\$139,298	\$146,263	\$153,576	\$161,255
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$56,569	\$59,398	\$62,368	\$65,486	\$68,761	\$72,199	\$75,809	\$79,599	\$83,579	\$87,758	\$92,146	\$96,753
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$282,847	\$296,990	\$311,839	\$327,431	\$343,803	\$360,993	\$379,043	\$397,995	\$417,894	\$438,789	\$460,729	\$483,765
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$15,433,699	\$15,455,384	\$15,478,153	\$15,502,061	\$15,527,164	\$15,553,522	\$15,581,199	\$15,610,258	\$15,640,771	\$15,672,810	\$15,706,450	\$15,741,773
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$9,566,301	\$9,544,616	\$9,521,847	\$9,497,939	\$9,472,836	\$9,446,478	\$9,418,801	\$9,389,742	\$9,359,229	\$9,327,190	\$9,293,550	\$9,258,227
\$5,627,236	\$5,454,066	\$5,289,915	\$5,134,021	\$4,985,703	\$4,844,347	\$4,709,401	\$4,580,362	\$4,456,776	\$4,338,228	\$4,224,341	\$4,114,768

Year and a half after Trial; Hearing on MOSLER's 3rd JNOV Motion pg 7 ln 23 – pg 8 ln 6

- 23· ·I evaluated the sum total of the
- 24· **actions taken by this court to strip the outcome of**
- 25· **my 13-year running lawsuit away from the jury**, using
- 1· ·this statistical process control which is used around
- 2· ·the world.· Using assumptions that are highly
- 3· ·advantageous to the court, this analysis tool
- 4· concludes that the 22 claims of no evidence or
- 5· inference would only happen in a normal what's called
- 6· in control environment once every 37 billion years.

Year and a half after Trial; Hearing on MOSLER's 3rd JNOV Motion pg 8 ln 7 - 8

- 7· ·This is a very rare and unique moment. The predicted
- 8· ·life span of the universe is only 13.8 billion years.

Year and a half after Trial; Hearing on MOSLER's 3rd JNOV Motion pg 8 ln 9 – pg 10 ln 15

- 9· · · · So I have some testimony here that the court has
- 10· deemed to be no evidence. I want to read that into
- 11· ·the record.· Trial testimony of Warren Mosler
- 12· ·testifying page 931, line 21 through page 932, line
- 13· ·14, Question -- this is reading from the exclusive
- 14· ·distribution.· Question is: Okay, SEI will forfeit
- 15· ·its exclusive distribution rights in China and
- 16· ·Thailand immediately upon failure to perform any of

17· the two through six, terms two through six in
18· paragraph A provided that MACC has fulfilled its
19· obligation to supply vehicles as described in
20· paragraph B. The question continues. Since MACC
21· didn't supply any vehicles, that paragraph can't come
22· into effect, can it?
23· . . . The answer: Why not?

24· . . . Question: Well, **it says provided** how, provided;
25· right?

1· . . . Answer: Yeah.

2· . . . Question: So the requirement from paragraph 1
3· to act as a forfeit of SCS distribution rights would
4· be that MACC has fulfilled its obligation to supply
5· vehicles?

6· . . . Answer: Well, a couple things. Todd was in
7· charge of sales and production so he is on both sides
8· of this.

9· . . . THE COURT: Mr. Wagner, let me stop you for a
10· second because I think what you're doing is you're
11· arguing your case all over again and this is not the
12· right time to do that. What are you trying to do?
13· What are you trying to accomplish right now?

14· . . . ***MR. WAGNER: I want to discern what things I***
15· ***will need to upgrade from this evidence to make it***
16· ***considered to be actual evidence by the court.*** What
17· things need to be improved. I have like seven
18· different quotes I want to read into the record and
19· then ask that question.

20· . . . THE COURT: You want to figure out what evidence

21· ·needs to be improved?

22· . . . MR. WAGNER: Yes.

23· . . . THE COURT: For what purpose?

24· . . . **MR. WAGNER: The court has discerned that none**

25· **of this is evidence. I want to figure out why** in

·1· ·case we have a second trial so I can do a better job

·2· ·of making sure what is submitted to the jury is

·3· ·actually evidence. Is that fair?

·4· . . . **THE COURT:** I think I understand you. I think

·5· ·you're a smart man and I think you're maybe curious

·6· ·and so you're asking these questions because you want

·7· ·to ascertain some knowledge but **this is not the right**

·8· **time** and this is not the appropriate vehicle and what

·9· ·you're asking for is what's sometimes called an

10· ·advisory opinion and we don't do that.

11· . . . MR. WAGNER: Okay. I only have a few more

12· ·minutes, is it okay?

13· . . . THE COURT: If you're going to be doing the same

14· ·thing that you just did for the past couple minutes,

15· ·I don't think it's appropriate and a waste of time.

Year and a half after Trial; Hearing on MOSLER's 3rd JNOV Motion pg 10 ln 20 - 23

20· . . . MR. WAGNER: Okay. If the testimony that I just

21· ·mentioned and the 12,000 other questions were truly

22· ·not relevant to the issues of the lawsuit, **why didn't**

23· **defendants object on the basis of relevance?**

Year and a half after Trial; Hearing on MOSLER's 3rd JNOV Motion pg 10 ln 24- pg 11 ln 5

24· · · · Next rhetorical question, *if the court is now*

25· *coming back and saying there is no evidence of*

·1· anything for plaintiffs, *why did the court allow the*

·2· *trial to continue through 11 days?*

·3· · · · THE COURT:· All right, thank you very much. I

·4· can appreciate it, but that's not what we're here for

·5· today.

Year and a half after Trial; Plaintiffs' Atty stating "Standard" pg 22 ln 13 - 23

13 I remind the court six people who sat in this
14 jury saw the issue as Mr. Wagner and SEI saw it.
15 They certainly didn't feel there was no inference
16 that could be made or absolutely no evidence. So to
17 say there's not even an inference, as I said before,
18 it's got to be the highest burden and this is -- and
19 I think a review of the record shows this is a type
20 of thing we've gone over and over and over.

21 So with all that being said, a year and a half
22 after the fact to ask you to sit as the seventh juror
23 we think is inappropriate. We think that --

Year and a half after Trial; Plaintiffs' Atty stating "Standard" pg 27 ln 20 - 24

20 MR. ZAPPOLO: We're saying that if you look at
21 the evidence that is in the record in the light most
22 favorable to us, as you must, and you make all
23 reasonable inferences in our favor, as you must, that
24 the jury could certainly make the findings.

Judge finishes removing all Jury Awards on Nov. 6, 2024 Hearing; pg 27 ln 24 – pg 28 ln 3

25. . . . THE COURT: I think if I look at the evidence,

- 1· ·maybe he worked 50 percent of the time for a salary
- 2· ·that wasn't determined and I think those damages are
- 3· ·speculative. **JNOV is granted.**

- *Judge Luis Delgado [accidentally] ADMITS that evidence does exist.*

- Judge Luis Delgado's "Standard of Review" from his May 6, 2024 'Final Orders' [D.E. 869] follows:

A. STANDARD OF REVIEW

"Trial courts may grant motions for JNOV only when there is no evidence or inferences which may support the opposing party's position." *Citizens Prop. Ins. Corp. v. Hernandez*, No. 4D21-2469, 2023 WL 2904053, at *3 (Fla. 4th DCA 2023). The Court "must view all of the evidence in a light most favorable to the non-movant, and, in the face of evidence, which is at odds or contradictory, all conflicts must be resolved in favor of the party against whom the motion has been made." *Id.*