IN THE CIRCUIT COURT, 15TH
JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 50-2012-CA-023358-XXXX-MB
DIVISION: AG

JAMES TODD WAGNER, SUPERCAR ENGINEERING, INC., a Florida corporation,

Plaintiffs,

vs.

WARREN MOSLER, MOSLER AUTO CARE CENTER, INC. ("MACC") a Florida corporation, d/b/a Mosler Automotive,

Defendants.
_____/

NOTICE OF FILING ANALYSIS AND EVIDENTIARY DATA CONCERNING FINAL JUDGMENT AND OUTSTANDING MATTERS

Pro-Se Plaintiff James Todd Wagner hereby files, as Exhibit-A to this Notice, Plaintiff-Wagner's Statistical and Evidentiary Analysis of the Court's 22-Claims of "no evidence nor inference in light most favorable to Plaintiffs."

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of November, 2024, pursuant to Fla. R. Jud. Admin. 2.516, a true copy of the foregoing document is being/ will be electronically filed and thereby e-served via Florida e-Portal on all counsel/parties affiliated with this case in the manner specified within the e-portal changes effective June 20, 2014. (Note: Alternate e-mail addresses on the e-portal will be "checked" for service, and anyone affiliated with this case but not registered on the e-portal will be served in the manner specified by the aforementioned Rule.) Persons served: Steve@weberlawpa.com; filings@weberlawpa.com; scott@zappololaw.com

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By: /S/ James Todd Wagner
JAMES TODD WAGNER

Exhibit-A follows

Title: STATISTICAL PROCESS CONTROL OF JUDICIAL MACHINERY

Purpose: To hold judges accountable for accepting bribes.

Premise: The advent of Cryptocurrency ensures bribery is impossible to trace with a money trail. THEREFORE *A NEW FORM OF JUDICIAL CONTROL* is required to ensure the intended equitable operation of society.

Public Benefit: Shifting the calculus of crime toward fairness. If the rich know they cannot bribe officials to escape responsibility, their behavior will improve.

Requirement for Judges: If a lawyer wishes to be a Judge, he should submit himself to this form of review; a requirement of judicial employment.

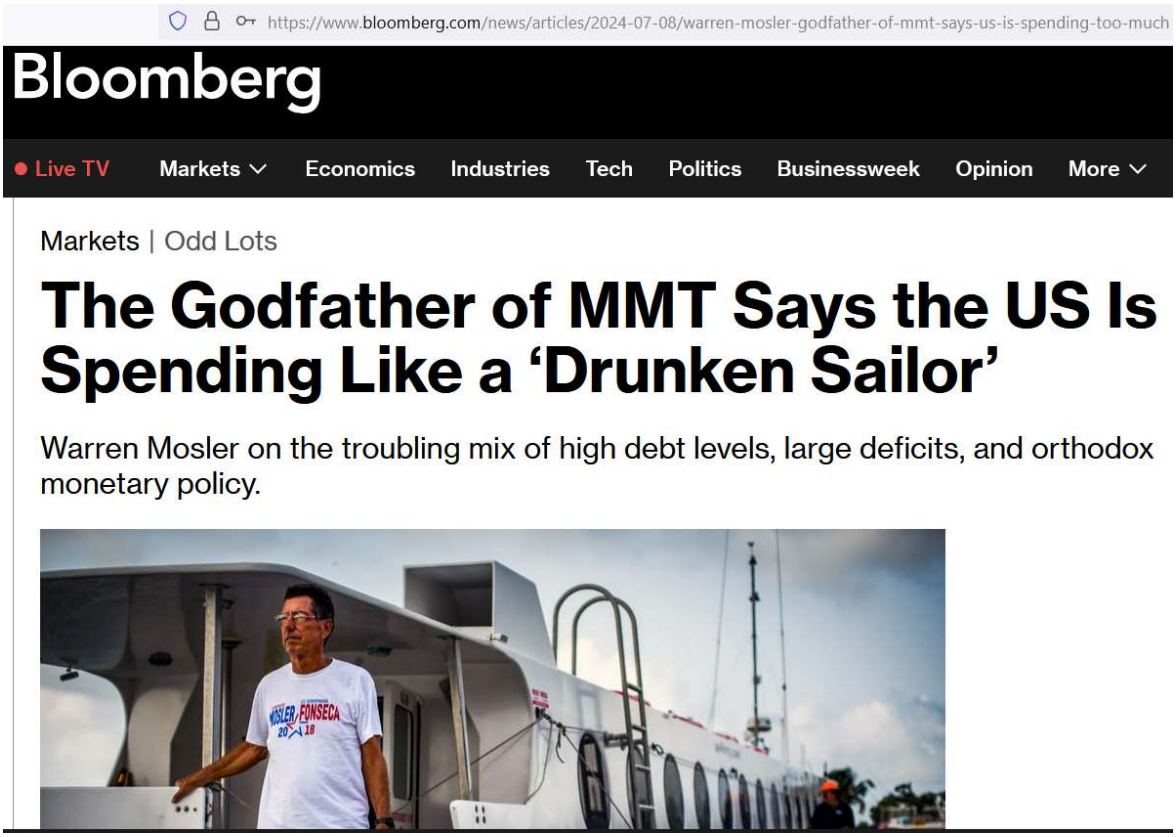
Exemplar Case: JAMES TODD WAGNER & SEI vs WARREN MOSLER & MACC

Warren Mosler Bio:

- ***Godfather of Modern Inflation*** - Inventor and global promoter of "Modern Monetary -Theory" ('MMT'). Mr. Mosler is a Public Figure.
- Founder of $57B Hedge Fund trading gov't bonds; III Capital Management.
- ***Insider-advisor to the U.S. Federal Reserve*** & several other Fed Banks, the entities whose securities III trades in. ***Sworn testimony on this topic.***
- Founder of Mosler Automotive – built vehicles illegally.
- Assisted his personal lawyer in $220,000 **Insurance Fraud** on illegal vehicle.
- Moved to St. Croix to avoid paying Federal taxes in 2003. Even so, extensive tax evasion via using Mosler Automotive as a "hobby company" to build vehicles for himself and his family that were **subsidized by taxpayers**.
- Escaped $300M+ liability and civil judgement for both fraud and punitive damages via requesting that Judge Luis Delgado ***remove the Jury*** from the justice equation.

By: James Todd Wagner, Yale SOM MBA '00 / Va. Tech BSME '95
with assistance from Arthur Swersey Yale Professor of Operations

Date: 18August2024 *Updated 4Nov2024 for latest removal of jury verdict attempt.*



BACKGROUND OF STATISTICAL PROCESS CONTROL

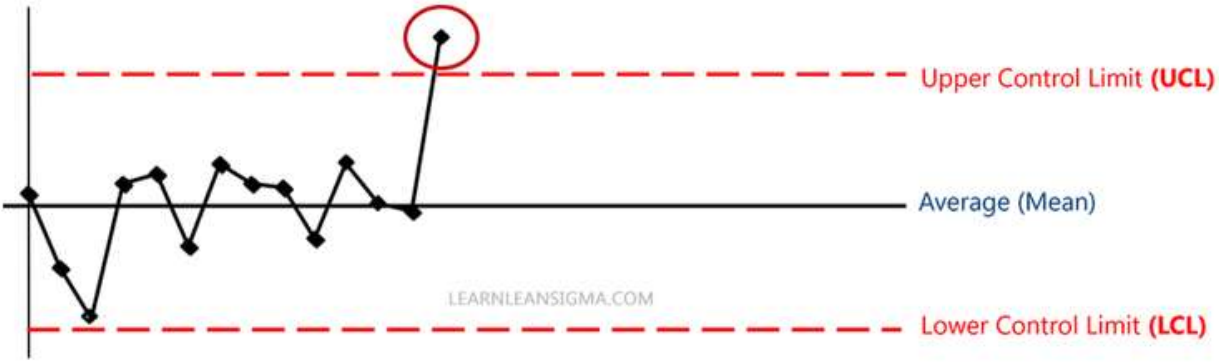
Statistical Process Control ('SPC') was first developed in Japan for the purpose of ensuring each Toyota vehicle came off of the assembly line with a **CONSISTENT** level of **QUALITY**. The results for Toyota were so positive, that this technique was employed throughout the automotive industries. SPC has now been adopted in nearly all manufacturing processes, in most hospitals, and even chain restaurants.

Thus far, the legal industry has resisted most forms of oversight and process control: ***consistency and quality***. Lawyers run both the lawyer-side of the process, and also the judge-side of the process. "Laymen" are therefore at the mercy of a closed-club that is most concerned with preserving their ability to earn $500/hr (and lifetime gov't pensions) without being held accountable in any way.

Understanding Process Variation

In SPC, process variation is categorized into two types: common causes and special causes.

- **Common Cause Variation:** These are inherent variations that occur naturally within a process. They are predictable and consistent over time. *In the image below common cause variation is the variation within the control limits*
- **Special Cause Variation:** These variations are due to external factors and are not part of the normal process. They are unpredictable and can indicate that the process is out of control. *In the image below, the special cause variation is the data point outside the upper control limit*



source: LearnLeanSigma.com

SIMILARTIY BETWEEN SPC '*Control Limit*' & "BEYOND A REASONABLE DOUBT"

Although the math of SPC isn't employed in criminal trials, it is ostensibly the same idea: Does the behavior or data stand out to the point where we know there is something wrong? Or not? This paper postulates that SPC for Judicial actions should serve as evidence that the Judge did (or did not) engage in the criminal activity of accepting a bribe to transfer the outcome of the trial in favor of the bribing party.

A Judicial process that is In-Control exhibits decisions from the Judge that follow the law withing a tight window of reasonableness. One "oops" can be contributed to human error, or natural human bias/favoritism on behalf of the Judge. SPC will expose a SERIES of Judicial ACTIONS that ignore the law or the norms of the legal system. Since this is the only reasonable evidence anyone can gather to prove criminal bribery; SPC should be accepted as the standard.

CURRENT OVERSIGHT OF JUDGES AND THE LAWYERS WHO BECOME JUDGES

There are Ethics Boards that evaluate the behaviors of Judges and Lawyers; however these boards are made up of the same closed-club members: Lawyers. Most people who have had interactions with lawyers will agree that they are very-often unethical and greedy as a group. **Not all, of course.**

The only persons eligible to become Judges come from this often unethical lawyer-fraternity. The process of becoming a Judge is often simply luck; getting onto an election ballot and uninformed voters checking a box. There is little-to-no competency test, nor routine ethical checks on Judges. Corrupt lawyers seek judge appointments. As with everything, corruption and unethical character are not exemplified in all judges; but the near-impossibility of being punished for corruption leads Judges to accept bribes vs report attempted bribes.

In South Florida, it is well-known that if you pay $10,000 to Lawyer-X who plays golf with the Judge; your case will be dismissed (or the sentence will be ***absurdly light***). This is an established practice – pay to escape liability. The

$10,000 paid to the lawyer is considered a legitimate payment for legal services; what happens next is the black box of corruption that SPC (JudgeX) can end.

Lawyers who resist having oversight point to Ethics Boards and the Bar as mechanisms of oversight. These organizations are run by lawyers (policing lawyers), and they most-often look the other way when presented with cases of suspected corruption or improper billings / actions by fellow lawyers. The near-impossibility of PROVING a physical cash payment was paid (now that cryptocurrency has become the preferred method of bribery) frustrates any honest lawyers who might be on Ethics Boards.

SPC CAN PROVIDE DATA-BASED PROOF THAT A JUDGE IS INTENTIONALLY OPERATING AS AN *'OUT-OF-CONTROL'* PROCESS: HE/SHE HAS TAKEN A BRIBE

` GIVEN: The existence of a check with the words "Bribe" in the memo line will *never be discovered*. It is presently near-impossible to find the physical bribe.

JudgeX: DEPLOYING AI TO THE TASK OF CONSISTENT SPC ANALYSIS OF JUDGES

It almost goes without saying, but AI-for-good is necessary to offset the AI-for-bad that is already in effect. JudgeX will not only evaluate Judicial Actions for compliance with laws and norms (such as whether laws are routinely enforced, or selectively enforced); but also evaluate the style of each judge. When the STYLE of a particular judge suddenly deviates from his personal-style; that is a flag that the Judge has been bribe-induced into deviating.

JUDGE LUIS DELGADO HAS SELF-IDENTIFIED ON TRIAL TRANSCRIPT AS A 'PUBLIC OFFICIAL'

Trial Transcript [Mid-Trial Directed-Verdict Hearing] pg 1918 ln 4 – 12

·4· · · · · · ***MR. ZAPPOLO:· So, Your Honor, if you rule***

·5· · · · ***against me and I publish something to the Bar***

·6· · · · ***Journal next week that says you have serious mental***

·7· · · · ***problems that's okay?***

·8· · · · · · MR. WEBER:· Well, it's different.

·9· · · · · · **THE COURT:· I mean, you could do that.· It's a**

10· · · · **different analysis.· I'm a public official.· You**

11· · · · **can say the most horrible things about me, it's**

12· · · · **okay, you know.**

SUBSTANTIVE JUDICIAL ACTIONS ON WAGNER V MOSLER LAWSUIT

May 23, 2023 (Mid-Trial): Judge Delgado took 96% of the potential value of the lawsuit away from the Jury. Judges are not allowed to do this mid-trial (via a Motion for Directed Verdict) unless there is "no evidence nor inference" in front of the jury that the jury could base a judgement in favor of Plaintiffs.

Even more radically, the same judge in his pre-bribe condition REJECTED the near-exact-same argument/case-law via a denied Motion for Partial Summary Judgement that Defendants attempted just 5 months prior. Furthermore, **during**

trial Plaintiffs presented DRAMATICALLY MORE evidence supporting intentional defamation and its effects on potential business partners of Wagner than Plaintiffs could present at the MSJ hearing.

IMPORTANT NOTE: This analysis will not evaluate whether or not each element of evidence was in Plaintiffs' favor or Defendants' favor; but rather ***blindly evaluate the statistical probability that the Judicial action could have happened randomly*** in a properly-conducted Judicial Process; or if it was an "Out-of-Control" Judicial Process.

May 26, 2023 (End-of-Trial): Furthermore, Judge Delgado made it tremendously difficult for the Jury to wind through a gauntlet of numerous, often-confusing "affirmative defenses" in a **gigantic 32-page Verdict Form** (several lawyers have since stated that they have never seen a verdict form that long before). The verdict form was **a gauntlet that Jurors had to navigate** in order to award for Plaintiffs, rather than a straightforward verdict form (which is the norm).

In spite of these atypical hurdles-to-deliver-justice, the Jury ruled in favor of Plaintiffs on all categories that Judge Delgado allowed them to rule on. The total amount awarded to Plaintiffs was $850,000.

The total recoupment would have been more than double the nominal ($850,000) award. Inclusive of statutory interest and over $500,000 in legal fees; the amount Warren Mosler would have had to pay was approximately ***$1.8million***.

<u>May 6, 2024 (One-Year after Trial)</u>: Per Defendants' written request for a "Judgement Notwithstanding the [Jury] Verdict" A/K/A JNOV , of the 4% of lawsuit value that Judge Delgado allowed the Jury to find a verdict on was ELIMINATED. Thus, in sum **the Judge acting fully on his own removed <u>99.8%</u> of lawsuit value from the preview of the Jury**. Final amount allowed by Judge Luis Delgado: $33,894.

<u>UPDATE (11/4/2024):</u> Judge Delgado has invited Warren Mosler to file a SECOND 'Motion for Judgement Notwithstanding the Verdict' for the purpose of wiping out the last $33,894. This will pave the way for the SAME JUDGE [Delgado] to force me to pay Warren Mosler's legal fees (probably $2,000,000).

This Judicial action is NOT LEGALLY ALLOWED unless there is the extreme circumstance of there being "no evidence nor inference" that the Jury could find for Plaintiffs. Furthermore, the potential inferences must be viewed in the "light most favorable to Plaintiffs." ***In other words, the Judge is only allowed to step-in and strip jurisdiction away from the Jury in instances of obvious corruption in the jury.***

The terrible reality is that corrupt Judges are seldom stopped from delivering victory to wealthy litigants. <u>In the new world of Cryptocurrency, untraceable bribery is just a few clicks away.</u>

LAWSUIT ELEMENTS IN ORDER OF PRE-TRIAL VALUE ESTIMATE

Count-9a (Defamation Per Se for stmt to Car & Driver **with Punitive Damages**: est. val. **$200million**

Count-3 (**25-Year** Exclusive Distributorships in China & Thailand): est. val. **$110million**

Count-9b (Defamation for other false statements made by Mosler against Wagner): est. val. $500,000

Count-10 (Trade Libel – defamation against SEI's RaptorGTR product): est. val. $400,000

Count-1 (unpaid work on RaptorGTR EPA Certification work and value therein): est. val $200,000

Count-6 ($100,000 refundable deposit that Mosler refused to refund): est. val. $100,000

Count-7 (Fraudulent inducement to lure Wagne into submitting $100,000 deposit): est. val. $100,000

NOTE: Some counts have been combined, because they are pled "in the alternative"; such as Count 5 and Count 6 are on the same topic – but provide alternate pathways for the Jury to rule. For simplicity, the alternate of the same "issue" are not included in the key. The above counts are what will be evaluated in this Statistical Analysis.

MID-TRIAL JUDICIAL ACTIONS TO ELIMINATE JURY (MAY 23, 2023)

ACTION: MID-TRIAL ELIMINATION OF THE **TWO MOST-VALUABLE** ELEMENTS

After 11 years and numerous Motions to Dismiss and Motions for Summary Judgement by Defendants; there were **17 individual elements before the Jury**. NOTE: Those 17 elements were contained within 10 'Counts'; thus several Counts had multiple 'Elements'.

This first Statistical Analysis is designed to determine the probability that via RANDOM SELECTION, how many attempts would it take to select ONLY the two most-valuable elements.

Visually (see below), the Judge desires to choose the two '**X**' Elements (Count 9a and Count 3), but not any of the 'Y' Elements. [***With a blindfold on***] how many attempts should it take to choose **only** the two '**X'** elements (one worth $110million and the other worth $200million) at random?

Y Y **X** Y Y Y Y Y Y Y **X** Y Y Y Y Y Y

Each selection (choice to remove an element from the jury or no) was an independent analysis/choice. The Judge's choice was based upon a 32-page Motion for Directed Verdict that was presented to Plaintiffs with no forewarning after a full day of Plaintiff-Wagner's testimony. The Court did NOT allow Plaintiffs to prepare a written response. The Court further benefitted Defendants by ***allowing Plaintiffs only 85-seconds per page*** of legal language before Judge Delgado began ruling on it.

This was one of the MANY actions by Judge Delgado that were unfair to Plaintiffs, and benefitted the multi-billionaire **Defendants who had a team of 4 lawyers** against Defendant's one lawyer (who was also trying to juggle 15+ other clients).

One "haunting" moment was immediately after Judge Delgado stripped the $110million est. value 25-Year Exclusive Distributorship from the jury; **Steven Weber, lead attorney for Warren Mosler, gave Judge Delgado a very quick head nod.** I saw this in my peripheral vision, and it appeared to be a signal to the Judge: "Good job, you got the first one."

Parties aren't allowed to videotape the trial, and a head-nod signal by an attorney wouldn't be recorded in the transcript.

POST-TRIAL JUDICIAL ACTION TO ELIMINATE JURY VERDICT (MAY 6, 2024)

ACTION: POST-TRIAL ELIMINATION OF ALL DEFINED VERDICT AWARDS THAT DEFENDANTS DESIRED TO BE ELIMINATED

The action of Judge to strip the verdict away from the Jury is only allowed in EXTREME circumstances, thus in order to justify the extreme action Judge Luis Delgado had to make 16 separate statements of [paraphrased] ***"There is No Evidence, Nor Inference based upon evidence that the Jury could possibly look to in order deliver a verdict for Plaintiffs. Further any Inferences must be taken in the light most favorable to Plaintiffs."***

This is a very difficult 'Bar' for any member of the Bar to overcome. In effect, in 22separate instances ('22Instances'), Judge Luis Delgado had to comb through the 2661 pages of Testimony and the 259 individual Documents in evidence and make the statement that NOTHING in that gigantic stack of evidence is valid nor could even possibly create an inference that could be valid.

IMPORTANT NOTE: Judge Delgado doesn't analyze even one element of evidence as being invalid in his Orders; only a blanket statement is given for each of the 22 sections that Judge Delgado had to wipe away in order to give Defendants' the result that they requested.

HIGH LEGAL STANDARD FOR REMOVING A COMPLAINT ELEMENT FROM THE JURY MID-TRIAL

Below is the exact legal standard as presented by Defendants in the 32-page Motion that Judge Luis Delgado allowed Plaintiffs only 85-seconds-per-page to prepare for.

STANDARD FOR A DIRECTED VERDICT

"A trial court should grant a motion for directed verdict when the evidence, viewed in the light most favorable to the non-moving party, shows that a jury could not reasonably differ about the existence of a material fact and the movant is entitled to judgment as a matter of law." *Meruelo v. Mark Andrew of Palm Beaches, Ltd.*, 12 So. 3d 247, 250 (Fla. 4th DCA 2009); *Demchak v. Davia*, 89 So. 3d 253, 255 (Fla. 3rd DCA 2012) ("A directed verdict is proper when the evidence

1

and all inferences from the evidence, considered in the light most favorable to the non-moving party, support the movant's case as a matter of law and there is no evidence to rebut it."). "A party moving for a directed verdict admits the truth of all facts in evidence and every reasonable conclusion or inference which can be drawn from such evidence favorable to the non-moving party." *Demchak*, 89 So. 3d at 255 (*citing Wald v. Grainger,* 64 So.3d 1201, 1205 (Fla. 2011); *Williamson v. Superior Ins. Co.,* 746 So.2d 483, 485 (Fla. 2d DCA 1999)). Where evidence is not in conflict and there is no evidence adduced that could in law support verdict for nonmoving party, trial court can and should direct verdict in favor of movant. *See Nat'l Car Rental Sys., Inc. v. Bostic*, 423 So. 2d 915, 917 (Fla. 3rd DCA 1982).

"A party who moves for a directed verdict at the close of the evidence offered by the adverse party may offer evidence in the event the motion is denied without having reserved the right to do so and to the same extent as if the motion had not been made." Fla. R. Civ. P. 1.480(a)."The denial of a motion for a directed verdict shall not operate to discharge the jury." *Id.*

HIGH LEGAL STANDARD FOR THROWING OUT A JURY'S VERDICT (BELOW RELATES TO JUDGE DELGADO'S ACTION 1-YEAR AFTER TRIAL)

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.*

BY THE NUMBERS

- **Number of questions asked during 11-day trial: 12,000** (2661 page transcript)
- **Number of documents in evidence: 259**

A reasonable person observing those numbers will conclude that it is ostensibly impossible for there to be NO-EVIDENCE in favor of Plaintiffs; especially since Defendants only objected to relevance 30 times [0.2% of the 12,000 questions]. Thus, even ***Defendants implicitly-acknowledged that the bulk of documents and testimony were relevant.***

STATISTICAL ANALYSIS OF JUDICIAL ACTIONS

THEME OF THE ANALYSIS: Design the assumptions to make it as easy as possible to conclude that Judge Luis Delgado did NOT take a bribe [and that the multi-billionaire should win everything]. Thus these assumptions that favor Judge Delgado / Warren Mosler are employed to drive home that there is little-to-no reasonable doubt that Judge Delgado was successfully bribed.

IMPORTANT: SPC ('JudgeX') is useful evidence founded in globally-accepted math, but a Jury has not yet ruled that this JudgeX Analysis is sufficient to be "Beyond a Reasonable Doubt" of any wrongdoing.

If another plausible justification for the win being DELIVERED to the Multi-Billionaire from St. Croix; any such argument can be made to counter the Analysis within this JudgeX document.

EACH INSTANCE JUDGE DELGADO CLAIMS **"NO EVIDENCE NOR INFERENCE"** WITHIN HIS FINAL-ORDERS

- See **Appendix-A** for examples of Testimony and Documents associated with each of the below 22 Judge-Delgado-claims of "no evidence nor inference". This analysis does NOT intend to evaluate individual elements of evidence; thus Appendix-A is primarily for curiosity on what form of evidence could exist in the 266-page transcript and 259 documents admitted into evidence (nearly all admitted without objection).

1. Mid-Trial Order 1 [paraphrased from verbal orders]: The Court finds that there is **no evidence nor possible inference** in a light most favorable to Plaintiffs that the Exclusive Distributorships in China and Thailand were enforceable by Plaintiff-Supercar Engineering, Inc. *Jury not allowed to pass any verdict on Count 3.*

2. Mid-Trial Order 2 [paraphrased from verbal orders]: The Court finds that there is **no evidence nor possible inference** in a light most favorable to Plaintiffs TO OPPOSE THAT the statement spoken by Warren Mosler to journalist Clifford Atiyeh; "He's nothing. He's got severe mental problems. He goes around saying he has everything, but he has nothing."; is solely PURE OPINION.

3. *Post-Trial (1 year after trial) Written Orders Begin Here*: The Court finds that there is **no evidence nor possible inference** that supports the existence of the contract necessary to support the jury's verdict on Count C:

> ***c. None of the Testimony Supports the Existence of a Contract.***
>
> The Court finds that there is no evidence or inference from the testimony presented at trial that supports the existence of a contract required for the jury's verdict for Count C.

4. There is **no evidence or inference** that supports the jury's verdict with respect to Statement 1 in Plaintiff Wagner's Count F or Plaintiff SEI's Count G.

5. There is **No Evidence Or Inference** That Supports Defendant Warren Mosler Published Statement 1.

6. There is **no evidence or inference** in the record as to the exact words that Defendant Warren Mosler said to Matthew Farah.

7. There is **no evidence or inference** that supports that Defendant Warren Mosler published Statement 1 and JNOV is appropriate.

8. Accordingly, judgement notwithstanding the verdict is appropriate on this element of the claim because there is **no evidence nor inference** that Defendant Warren Mosler acted negligently concerning Plaintiff Wagner.

9. There is **No Evidence** that the Statement Is Defamatory to Plaintiff Wagner.

10. There is **No Evidence** that Plaintiff Wagner's Damages were Proximately Caused by Statement 1.

11. First, there is **no evidence or inference** that Plaintiff Wagner's alleged damages were caused by the words allegedly spoken by Defendant Warren Mosler to Matthew Farah. Wagner admits that he was not on the phone with Matthew Farah when he allegedly spoke to Defendant Warren Mosler.

12. There is **no evidence** of any person being involved in any conversation between Defendant Warren Mosler and Matthew Farah such that anyone could have heard the words allegedly spoke by Defendant Warren Mosler to Matthew Farah.

13. **Nor is there any evidence or inference** that supports that any of Plaintiff Wagner's alleged damages were proximately caused by the words allegedly spoken by Defendant Warren or Matthew Farah's third-party republication as opposed to some other cause.

14. During the hearing on Defendants' JNOV Motion, Plaintiffs argued that Plaintiff Wagner changed his name. However, Plaintiffs admitted that there was no legal name change in Plaintiff Wagner's name because Plaintiff Wagner's name is James Todd Wagner and Plaintiff Wagner previously went by ***Todd Wagner and now goes by James Wagner***. There is **no evidence** of damages to the alleged name change.

15. There is **No Evidence or Inference** That Supports Defendant Warren Mosler Published the Statement.

16. Plaintiff SEI's trade libel claim in Count G as to Statement 1 is based on the same statement as Plaintiff Wagner's above defamation claim. D.E. 825 at 11,20. For the same reasons as set forth above with respect to Plaintiff Wagner, there is **no evidence or inference** that supports the jury's finding that Defendant Warren Mosler published the statement at issue.

17. There is **No Evidence or Inference** that Defendant Mosler Knew or Should Have Known that the Alleged Statement Would Induce Others Not to Deal with Plaintiff SEI.

a. *NOTE: Mosler's statement to a journalist was* ***"the Twin-Turbo conversion to the 'RaptorGTR' Mosler MT900S will not pass emissions and is not certifiable for public sale."***

b. *NOTE 2: How many people would purchase a car that the owner of the car company says the car "isn't certifiable for public sale."? There was extensive testimony that (in fact) no one did buy even one RaptorGTR. The "no evidence" claim is truly ridiculous.*

18. This Court agrees with Defendants' contention there is **no evidence whatsoever** as to what Defendant Warren Mosler allegedly specifically said to Matthew Farah, or that whatever was allegedly said was done under circumstances such that it was done to cause others not to work with Plaintiff SEI.

19. ~~There is no evidence or inference upon which the jury could find that Defendant Warren Mosler reasonably knew or should have known that the statement would induce others to not work with Plaintiff SEI~~. [DUPLICATE statement in Judge Delgado's Orders; thus will be removed from analysis]

19. There is **No Evidence Or Inference** that the Alleged Statement Actually Cause Others Not to Deal with Plaintiff SEI or Caused Damages.

20. In this case, there is simply **no evidence or inference** that supports that the words themselves that Defendant Warren Mosler allegedly spoke to Matthew Farah were the sole cause of Plaintiff SEI's losses.

a. *NOTE: There is no requirement for Plaintiffs to prove that Defendants' actions are the "sole cause" is proven for damages. This is a near impossibility in Defamation. Judge Delgado is inventing a higher standard, which helps justify delivering the victory to Defendants.*

21. There is **no evidence or inference** that supports that anyone heard the words that Defendant Warren Mosler allegedly spoke to Matthew Farah much less that those words specifically cause Matthew Farah to publish anything that then caused anyone to not deal with Plaintiff SEI or cause Plaintiff SEI damages. Accordingly, judgement notwithstanding the verdict is appropriate.

22. *[Discussion about single-action rule (which was already handled and settled because there are two different Plaintiffs)], then Judge Luis Delgado's statement:* Due to the foregoing this Court find that there is **no evidence or inferences** that support Plaintiffs' positions, or the jury's findings, which respect to both claims and therefore, Judgement Notwithstanding the Verdict is appropriate as to both claims.

ANALYSIS: Applying Statistical Process Controls Methodology to determining if the Judicial Process is "In Control" [or not]

Primer on Statistical Process Control: All processes have variability. Processes that are "In Control" exhibit predictable and repeatable outcomes that illustrate that the process is operating in the manner for which it was intended. "Out Of Control" processes yield bad outcomes, but sometimes yield good outcomes via luck.

As a society, we rely on fairness and trust to operate an efficient economy. An "In Control" Judicial system, that delivers fairness repeatably and predictably is central to operation of our American society. The laws and **LIMITS on Judges' power** is central to an "In Control" Judicial process.

"Out of Control" Judicial process, and the public's awareness that the legal process favors the rich and unscrupulous will lead to citizens being routinely scammed and taken advantage of by the small percentage of unscrupulous/criminal people among us.

Premise on this new application of SPC to the PROCESS / MACHINERY of PRODUCING Justice: A CNC Milling Machine is the tool that produces a gear. To evaluate how well the machine is operating, the output of the machine [the gear] is measured. That measurement is recorded into a spreadsheet/database, and is compared to the historical norm of that machine and also to the designed dimensions of the gear. When a measurement is suddenly very different, it is a signal that something is wrong.

The goal is to evaluate the MACHINE; via statistically evaluating the output of the machine.

- The goal of ***JudgeX*** is to evaluate each JUDGE [the machinery producing justice].
- Lawyers and lawyers-who-become-Judges don't want to be evaluated as "machines", but if they act in strict accordance with written laws – it is a very mechanical job.
- The Law says "X"; the Defendant did "Y" → therefore Defendant wins?
- SPC will identify patterns in such errors; such as the Judge only defies the law when the Defendant is very rich, or when Lawyer-Z (Judge's Golf Buddy) was retained.

ANALYSIS #1: Below are the assumptions for ANALYSIS #1. Bear in mind that even **Defendants indicated that they believed 99.8% of the 12,000+ questions and 259 exhibits were relevant** to the issues of the case (they didn't object on relevance).

Questions: Assume 1% of the questions have the possibility of being "evidence or inference" [1% of 12,000 is 120]. Assume there is only a 1% probability that each question ACTUALLY IS "evidence or inference".

Documents; Assume only 2% of the documents have the possibility of being "evidence or inference" [3% of 259 is 5 documents]. Assume there is only a 3% probability that the document ACTUALLY IS "evidence or inference". Obviously the probability is far greater than 3%; thus this is an enormous "benefit of the doubt" benefitting Judge Luis Delgado.

REMINDER: Defendants at all times had the opportunity to object to either a question or a document on the basis of it being relevant to the issues of the case; YET THEY DID NOT DO SO 99.8% OF THE TIME. Thus, Defendants believed the questions and documents were by and large legitimate and relevant to the issues of the lawsuit/trial. ***Thus, ANALYSIS #1 assumptions are DRAMATICALLY SKEWED in Judge Delgado's favor.***

DEFINITION OF TERMS:

P(Q) is Probability that an individual Question is relevant to the Claim.

P(T) is Probability that Testimony (made up of a quantity of Questions) is relevant to the Claim.

P(D) is Probability that an individual Document is relevant to the Claim.

P(E) is Probability the Evidence Set (made up of a quantity of Documents) is relevant to the Claim.

P(CLAIM-X) is the total probability that under the highly-favorable prescribed assumptions that Judge Delgado ruled correctly on the specific Claim of "no evidence nor inference".

ANALYSIS #1 RESULTS:

Probability **No-Evidence-Claim-1** of "No evidence nor inference" is true: **25.7%** (calcs below)

P(Q) = (via Delgado-advantageous assumptions) 99% chance that each of the (1% of 12,000) questions is "No Evidence" = (99%*(1%*12,000)) / (1%*12,000) = **0.99**

$P(T_1)$ = $P(Q_1)$* $P(Q_2)$* $P(Q_3)$*$P(Q_4)$*$P(Q_5)$*$P(Q_6)$*$P(Q_7)$*$P(Q_8)$*$P(Q_9)$*$P(Q_{10})$*$P(Q_{11})$*$P(Q_{12})$*$P(Q_{13})$* $P(Q_{14})$*$P(Q_{15})$* $P(Q_1)$*$P(Q_{16})$*$P(Q_{17})$*$P(Q_{18})$*$P(Q_{19})$*$P(Q_{20})$* $P(Q_1)$*$P(Q_{21})$*$P(Q_{22})$*$P(Q_{23})$*$P(Q_{24})$* $P(Q_{25})$*$P(Q_{26})$*$P(Q_{27})$*$P(Q_{28})$*$P(Q_{29})$*$P(Q_{30})$*$P(Q_{31})$*$P(Q_{32})$*$P(Q_{33})$*$P(Q_{34})$*$P(Q_{35})$*$P(Q_{36})$*$P(Q_{37})$* $P(Q_{38})$*$P(Q_{39})$*$P(Q_{40})$*$P(Q_{41})$*$P(Q_{42})$*$P(Q_{43})$*$P(Q_{44})$*$P(Q_{45})$*$P(Q_{46})$*$P(Q_{47})$*$P(Q_{48})$*$P(Q_{49})$*$P(Q_{50})$* $P(Q_{51})$* $P(Q_{52})$*$P(Q_{53})$*$P(Q_{54})$*$P(Q_{55})$*$P(Q_{56})$*$P(Q_{57})$*$P(Q_{56})$*$P(Q_{57})$* $P(Q_{58})$*$P(Q_{59})$*$P(Q_{60})$* $P(Q_{61})$*$P(Q_{62})$* $P(Q_{63})$*$P(Q_{64})$*$P(Q_{65})$*$P(Q_{66})$*$P(Q_{67})$*$P(Q_{68})$* $P(Q_{69})$* $P(Q_{70})$*$P(Q_{71})$*$P(Q_{72})$* $P(Q_{73})$*$P(Q_{74})$*$P(Q_{75})$*$P(Q_{76})$*$P(Q_{77})$*$P(Q_{78})$*$P(Q_{79})$*$P(Q_{80})$*$P(Q_{81})$*$P(Q_{82})$*$P(Q_{83})$* $P(Q_{84})$*$P(Q_{85})$* $P(Q_{86})$*$P(Q_{87})$*$P(Q_{88})$*$P(Q_{89})$*$P(Q_{90})$* $P(Q_{91})$*$P(Q_{92})$*$P(Q_{93})$*$P(Q_{100})$*$P(Q_{101})$*$P(Q_{102})$* $P(Q_{103})$* $P(Q_{104})$* $P(Q_{105})$*$P(Q_{106})$*$P(Q_{107})$*$P(Q_{108})$*$P(Q_{109})$*$P(Q_{110})$* $P(Q_{111})$* $P(Q_{112})$*$P(Q_{113})$*$P(Q_{114})$* $P(Q_{115})$*$P(Q_{116})$*$P(Q_{117})$* $P(Q_{118})$* $P(Q_{119})$* $P(Q_{120})$

= 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 *
0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 *
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0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 *
0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 * 0.99 *

0.99 * 0.99 = **0.299 = 29.9%**

NOTE: The mathematical / scientific shorthand for the above calculation is $0.99^{120} = 0.299$

P(D) = (via assumptions) 97% chance that each of the 2% of 259 documents is "No Evidence" = (97%*(2%*259)) / (2%*259) = **0.97**

$P(E_1)$ = $P(D_1)$* $P(D_2)$* $P(D_3)$*$P(D_4)$*$P(D_5)$= 0.97 * 0.97 * 0.97 * 0.97 *0.97 = **0.859 = 85.9%**

NOTE: The mathematical / scientific shorthand for the above calculation is $0.97^5 = 0.859$

P(Claim-1) = $P(T_1)$ * $P(E_1)$ = 0.299 * 0.859 = **0.257 = 25.7%**

The above indicates that based upon the assumptions, which are dramatically skewed in Judge Delgado's favor; there is only a **25.7% chance Judge Delgado correctly judged** that there is "no evidence nor inference" in the record that could support that the Exclusive Distributorships in China and Thailand could be valid **[this is Claim-1 out of 22!]**.

Probability **No-Evidence-Claim-2** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-3** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-4** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-5** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-6** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-7** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-8** of "No evidence nor inference" is true: **25.7%**

Probability **No-Evidence-Claim-9** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-10** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-11** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-12** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-13** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-14** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-15** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-16** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-17** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-18** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-19** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-20** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-21** of "No evidence nor inference" is true: **25.7%**
Probability **No-Evidence-Claim-22** of "No evidence nor inference" is true: **25.7%**

Probability that **All 22** Delgado claims of "No evidence nor inference" is true:

P(All Claims Judged Properly) = 0.257 * 0.257 = **0.000000000000104**

NOTE: The scientific shorthand for the above calculation is 0.257^{22} = 0.000000000000104

Thus, from this Statistical Process Control run, there is a **0.00000000001%** chance Judge Delgado properly stripped 99.8% of the lawsuit value away from the jury.

Given that Judge Luis Delgado is intelligent enough to get into law school and pass the Bar exam; it is reasonable to conclude that Judge Delgado was fully aware that he was ruling in favor of Warren Mosler DESPITE THE LAW. Therefore, the reasonable conclusion is that there is a 100% - 0.00000000001% =

99.999999999% probability that Judge Delgado accepted a bribe from Warren Mosler for the purpose of delivering victory to Mr. Mosler.

There is no certainty here; just a monumental probability.

Corrupt Judges will say, “But you can’t prove it, because you don’t have video evidence of acceptance of a check with bribe in the memo field….”

There needs to be a new standard, because presently there is no reasonable way for a layman to prove bribery, and law enforcement can’t / won’t delve into a Judge’s finances, etc.

Cryptocurrency means NO ONE CAN FOLLOW THE MONEY ANYMORE.

STATISTICAL ANALYSIS COMPARISON TO OTHER NATURAL EVENTS (SIX-SIGMA)

Sigma Performance Levels – One to Six Sigma

Sigma Level	Defects (or Errors) Per Million Opportunities (DPMO)	Yield (or Produced or Delivered) Correctly (%)
1	691,462	30.85
2	308,538	69.146
3	66,807	93.319
4	6,210	99.379
5	233	99.9767
6	3.4	99.9997

Real-world Performance Levels

Situation or Example	In 1 Sigma World	In 3 Sigma World	In 6 Sigma World
Pieces of your mail lost per year [assuming 1,600 opportunities per year]	1,106	107	Less than 1
Number of aircraft takeoff or landing incidents [assuming one takeoff and landing per flight, round trip]	25 times per 10 flights	24 times per 100 flights	12 times per million flights
Number of empty coffee pots at work (who didn't fill the coffee pot again?) [assuming 680 opportunities per year]	470	45	Less than 1
Number of telephone disconnections [assuming 7,000 talk minutes]	4,839	467	0.02
Erroneous business orders [assuming 250,000 opportunities per year]	172,924	16,694	0.9
Electricity outage [assuming 30 day month = 720 hours]	500 hours	45 hours	9 minutes

In the United States alone if the sigma level were between 3 and 4, there would be 50 newborn babies dropped per day and 5,000 incorrect surgical procedures per week.

Source: SixSigma.com

IF THERE WERE NO BRIBERY OR INTENTIONAL SKEWING OF JUSTICE, IN HOW MANY YEARS WOULD A DECISION-SET LIKE THE WAGNER-MOSLER DECISION SET (FINAL-ORDERS) "NATURALLY" OCCUR?

BACKGROUND: Six-Sigma is considered the gold-standard for a process being "In Control", meaning errors are all-but-eradicated. Six-Sigma translates to 99.9997 accuracy; in other words 3.4 errors out of every one million opportunities for error.

JUDICIAL OPPORTUNITIES-FOR-ERROR: In Palm Beach County Circuit Court, trials average 3 days. This trial at 11 days, was unusually long due to the vast quantity of wrongdoings that were being tried. To give another advantage to Judge Delgado, **this analysis will assume that there are 5 trials per week** instead of the actual 5/3 = 1.67 trials per week.

Assuming 5 trials per week * 52 weeks per year; Judge Delgado has **260 opportunities per year for either a correct or an incorrect judgement**. Most trials are jury trials, wherein Judges are not supposed to interfere except in extreme circumstances; thus the assumption that Judge Delgado has 5 opportunities to Judge/Interfere in the process of justice is beneficial to Delgado.

- Number of Years =(1 / 0.000000000000104) / 260= **36,982,248,521 years**

In words, it would take nearly 37 billion years (*more than double the lifespan of the Universe*) for an honest judge who desired to follow the law to make such an enormous string of rulings that favor one party via "honest mistakes". Recall that this analysis gives enormous "benefits of the doubt" to

Judge Delgado. The reality is there is extensive evidence in Plaintiffs favor, that Judge Luis Delgado chose to ignore, then chose to ignore when it was brought up directly in post-trial writings, then chose to ignore in post-trial hearings, then chose to ignore in post-trial/post-hearing writings. Examples of what **Judge Luis Delgado chose to ignore** in order to deliver the across-the-board victory to the **multi-billionaire Godfather of Modern Inflation defendant** is in **APPENDIX-A**.

ANALYSIS #2: This ANALYSIS #2 will assume of the 120 Questions, there is a 2% probability (chance) that the question is constitutes **"evidence or inference"** in Plaintiffs' favor. ANALYSIS #1 will assume only 3% of Documents have the possibility of being relevant; and there is only a 7% probability that each of the 7 (3% of 259 Document)s are **"evidence or inference"** in Plaintiffs' favor

To summarize the Assumptions for Analysis #2:

Questions: 1% of the questions have the possibility of being "evidence or inference", assume there is only a 2% probability that the question ACTUALLY IS "evidence or inference".

Documents; 3% of the documents (3% of 259 = 7.8 → round down to 7) have the possibility of being "evidence or inference"; assume there is only a 7% probability that the document ACTUALLY IS "evidence or inference" (93% chance Judge Delgado correctly ruled "no evidence nor inference")

ANALYSIS #2 RESULTS:

Probability **No-Evidence-Claim-1** of "No evidence nor inference" is true: **5.33%** (calcs below)

P(Q) = (via assumptions) 99% chance that each of the 1% of 12,000 questions is "No Evidence" = (98%*(1%*12,000)) / (1%*12,000) = **0.98**

$P(T_2)$ = 0.98^{120} = **<u>0.0885 = 8.85%</u>**

P(D) = (via assumptions) 93% chance that each of the 3% of 259 documents is "No Evidence" = (93%*(3%*259)) / (3%*259) = **0.93**

$P(E_2)$ = $P(D_1)$* $P(D_2)$* $P(D_3)$*$P(D_4)$*$P(D_5)$ *$P(D_6)$*$P(D_7)$= 0.93^7 = **<u>0.602 = 60.2%</u>**

P(Claim-1) = $P(T_2)$ * $P(E_2)$ = 0.0885 * 0.602 = **<u>0.0533 = 5.33%</u>**

Probability **No-Evidence-Claim-2** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-3** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-4** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-5** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-6** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-7** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-8** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-9** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-10** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-11** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-12** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-13** of "No evidence nor inference" is true: **5.33%**
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Probability **No-Evidence-Claim-18** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-19** of "No evidence nor inference" is true: **5.33%**

Probability **No-Evidence-Claim-20** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-21** of "No evidence nor inference" is true: **5.33%**
Probability **No-Evidence-Claim-22** of "No evidence nor inference" is true: **5.33%**

Probability that **All 22** Delgado claims of "No evidence nor inference" is true:
P(All Claims Judged Properly) $=0.0533^{22} = 0.00000000000000000000000000923$

- **Years between instances wherein such series-of-rulings result randomly =** (1/0.00000000000000000000000000923)/260 =
  39,539,215,977,509,300,000,000,000 years

***

Judge Luis Delgado's Orders are akin to rolling "snake eyes" 22 times in a row.

***

Imagine how quickly you could "fraud-roll" snake-eyes 22 times a row if you simply took each die and PLACED it with "1" facing up twenty-two times in a row. Via bribery / placing-the-die [instead of rolling the die], you could **fraud-roll** snake-eyes 22-times in-a-row in **5 minutes** instead of a bazillion years.

***

JudgeX is a very useful tool for identifying when a Judge is intentionally operating "out-of-control", but only a Jury can determine if this evidence is sufficient to be considered "Beyond a Reasonable Doubt."

ANALYSIS #3: This ANALYSIS #3 will be a down-the-middle (**equally fair to both sides**) analysis; WHILE STILL maintaining the primary assumptions that are in Judge Delgado's favor (only 1% of questions and 2% of documents) are possible "evidence or inference" for each Judicial claim that there is "no evidence nor inference".

There are only 2 possible outcomes (reasonable given there are 2 possible parties who could be "right") ; thus **each side is given 50% possibility** of being right for this final analysis.

1) POSSIBLE OUTCOME 1: Question or Testimony **Is-Evidence** for Plaintiffs

2) POSSIBLE OUTCOME 2: and Is-Not-Evidence for Plaintiffs

ANALYSIS #3 RESULTS:

Probability **No-Evidence-Claim-1** of "No evidence nor inference" is true:

P(Q) = (via assumptions) 50% chance that each of the 1% of 12,000 questions is "No Evidence" = (50%*(1%*12,000)) / (1%*12,000) = **0.50**

P(T_2) = 0.50^{120} = 0.000000000000000000000000000000000000752

P(D) = (via assumptions) 50% chance that each of the 2% of 259 documents is "No Evidence" = (50%*(2%*259)) / (2%*259) = **0.50**

P(E_2) = P(D_1)* P(D_2)*P(D_3)*P(D_4)*P(D_5) = 0.50^5 = **0.0313 = 3.13%**

P(Claim-1) = P(T_2) * P(E_2) = 0.000000000000000000000000000000000000752 * 0.0313 = **0.00000000000000000000000000000000235%**

- If there truly was "NO EVIDENCE" being submitted, why didn't Judge Delgado simply stop the trial *[instead of letting it proceed for 11 days]*?

- If there truly was "NO EVIDENCE" being submitted, why didn't Defendants object?

CONCLUSIONS

A primary question that a person who has been wronged has is “Will I get a fair trial?” An In-Control Judicial process will be defined by the answer that question being: Yes.

By the decades-old Statistical Process Control analysis, the Judicial Process presided over by Judge Luis Delgado is NOT IN CONTROL. In other words, Judge Delgado accepted a bribe from a multi-billionaire to remove 99.8% of the value of Jury Trial away from the jury. This analysis is independent of looking at the specifics of the evidence, but rather looking at the whole of the output of the Judicial process.

Looking at the specifics of the evidence, there is Zero Probability that Judge Delgado ruled honestly. The only thing that could possibly induce a Judge, who has a rich lifetime pension from the taxpayers at stake, to issue Orders this way is a bribe.

APPENDIX-A

Below are examples of Testimony and Documents that Plaintiffs see as relevant to each instance where Judge Delgado claims there is "no evidence nor inference" that the Jury could look to in order to select a Verdict for Plaintiffs.

The format of Appendix-A will be a) Judge Delgado's claim of "No Evidence Nor Inference" then b) Example of Testimony linked to the topic, then c) Example of a Document linked to the topic. Only one of each are shown for brevity; Plaintiffs have a 200+ page summary that lists far more testimony and documents (in list form) for each instance – that is available upon request.

In some instances, one element of Plaintiff-Wagner testifying and one element of Defendant-Mosler testifying will be included.

NOTE on HIDDEN EVIDENCE: Warren Mosler hid a miminum of 18,500 pages of evidence for over 5 years. PRIOR TO finally sending the 18,500 pages, Mosler's Vice President testified to the Court to convince the Court that no evidence was being hidden:

a. Mosler-VP didn't remember emails about every topic asked of her.

b. Mosler-VP claimed that Mosler wasn't running MACC, but rather his attorney was directing her actions and the operations of MACC (thus there would naturally be no emails between Warren Mosler and herself).

c. Mosler-VP made the claim that herself, MACC-atty, and Mosler communicated primarily by phone (to give the Court a plausible alternate-reality to explain why there were no emails). ***"Warren is very big on the phone"*** Tr. Pg32 ln16-20

BY MR. REINBLATT

Q Is it possible Mr. Mosler and Mr. Savopoulos spoke mostly via telephone to negotiate any potential purchase?

A Absolutely. Warren is very big on the phone.

- After extensive depositions, we got Mosler' attorney to crack (when we were about to search his personal computer…). Thus, we got the 7-foot-tall stack of evidence that Warren Mosler had been hiding for 5 years.

- **And then, Mosler admitted the *"big on the phone"* was a lie.**

Warren Mosler Aug 19, 2020 Deposition #2 - Pg 192:

Q. Okay. With respect to the day-to-day in and out management of Mosler Auto Care Center, did you --

A. Yeah.

Q. -- do a lot of talking on the phone? Is that why you withheld the -- your emai- -- your phone records?

MR. WEBER: Objection. Argumentative.

Warren Mosler Aug 19, 2020 Deposition #2 - Pg 193:

Q. Okay. Well, would there be -- did you -- when you were running Mosler Auto Care Center, did you a lot by phone or was it by e-mails?

A. I think it was just largely by e-mail. I don't remember doing a lot of talking.

JUDGE DELGADO'S CLAIMS OF "NO EVIDENCE NOR INFERENCE" FOLLOWED BY TESTIMONY AND DOCUMENTS

1. The Court finds that there is **no evidence nor possible inference** that supports the existence of the contract necessary to support the jury's verdict on Count C:

> ***c. None of the Testimony Supports the Existence of a Contract.***
>
> The Court finds that there is no evidence or inference from the testimony presented at trial that supports the existence of a contract required for the jury's verdict for Count C.

TESTIMONY on topic of Claim-1

Trial Transcript, Warren Mosler testifying; pg 264 ln 22 – pg 265 ln 12

22· · · · Q· · You were aware that Supercar Engineering,

23· ·Inc., through Todd Wagner, was working on the EPA

24· ·certification for that car, correct?

25· · · · A· · Yes. ·

1· · · · Q· · Okay.· And why was SEI doing that?

·2· · · · A· · Working on the certification?

·3· · · · Q· · Yes.· The EPA.

·4· · · · A· · So that it would pass emissions.· The car

·5· ·would pass emissions.

·6· · · · Q· · Okay.· And in your mind what did passing

·7· ·emissions mean?

·8· · · · A· · It means it would meet the requirement that

·9· ·the government set for -- for those fumes or whatever.

10· · · · ***Q· · Okay.· And did you have any hopes about***

11· ·***whether or not the car would pass emissions?***

12· · · · **A· · Of course we wanted it to pass.**

Trial Transcript, Warren Mosler testifying (con't) pg 837 ln 22 – pg 838 ln 1

Q Okay. Do you remember what your response was?
A I think I was very pleased when he received it.
Q Okay. Would the phrase ***"good job" –***
A Yes, definitely. It was a huge effort.

Trial Transcript, James Todd Wagner testifying, pg 1787 ln 14 – pg 1788 ln 5

Q So what's really the first operative date that's important in this case as far as --
A Mr. Mosler wanted to stop paying me and told me he was going to stop paying me on April 15th, 2011.
Q Okay. Did they?
A They did stop, yes.
Q Did you agree to that?
A I didn't want that, but I also -- **my distributorship, I wanted to maintain the value of that and Mr. Mosler said he wanted it to keep going**. So I presumed I'd be getting a payoff from having the exclusive distributorship, but he stripped that away from me too.
Q So ***because he took all those things away, you want to get paid for your work, right?***
A Absolutely.

DOCUMENTS on topic of Claim-1

- (PL#114) **partial** email from MOSLER to Savvas

43. Asset
44. Needs
working
capital
infusion.

A BIT FOR LUMPY CASH FLOWS. IF ALL 10 CARS ARE SOLD IT'S SORT OF BREAK EVEN.

WHEN THAILAND COMES ON IT SHOULD MAKE SOME OK MONEY WITH 24 CARS SOLD PER YEAR. SERIOUS MONEY SELLING 100 A YEAR WHICH SHOULDN'T BE THAT HARD TO DO.

45. Clean
46. Better
delineation
of
cells
(mark

DEF002908

- (PL#74) Exclusive Distributorships (attached to Count 3) follows- see next page

MOSLER
AUTOMOTIVE

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
561-842-2492 · FAX-561-845-3237

561 845-3237

MOSLER AUTOMOTIVE

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

2391 OLD DIXIE HIGHWAY • RIVIERA BEACH, FL 33404
561-842-2492 • FAX-561-845-3237

2. There is **no evidence or inference** that supports the jury's verdict with respect to Statement 1 in Plaintiff Wagner's Count F or Plaintiff SEI's Count G.

TESTIMONY on topic of Claim-2

Trial Transcript, Wagner testifying on **PL#40**; pg 1676 ln 22 – pg 1677

Q So you understand that ***Mr. Farah is saying that he referred to you as a con man*** because he understood that he was led to believe that you were still associated with the company, correct?

A So Mr. Farah thought I was a con man because someone at MACC said I wasn't associated with MACC. I absolutely was associated with MACC as an exclusive distributor. That's the key word. It's not that I was an employee, I was a distributor, an exclusive distributor.

DOCUMENTS on topic of Claim-2: partial of (PL#40) 'The Truth About Cars' blog

But that's not the good part. This guy contacted us as a representative of Mosler saying he wanted to get the car on the show. We had no reason to doubt him, but we found it strange that we couldn't find anything about the car on Mosler's website. We figured that since it was so new, it wasn't made public yet. A phone call to Warren Mosler revealed that this guy didn't actually work for Mosler at all, he was just a guy who bought a standard MT900S and strapped the twin turbo's on himself, hence the cooling issues: it's an amateur hack job. At one point he did try to buy a controlling stake in Mosler using his father's money, but it didn't go through. The "Raptor GTR" thing is just a name he made up for this one car, which isn't surprising, considering the lack of creativity. (Speaking as someone who owns a vehicle also called Raptor). The badges looked like they were hand-cut from double sided vinyl. If you watch the video, it's not even referred to as an actual Mosler but the "Cubey GTR." That's the asian girl's last name. And, every single time you start the car, the radio turns on and her awful "theme song" starts playing. Even if you shut the car down with the radio off. I heard the first 6 seconds of that song about 50 times that day.

So we'd been had, by a con-man trying to pass off his own homebrew tuner kit as a genuine Mosler product. Unfortunately we didn't learn about the con until long after the segment had aired. I suppose it doesn't matter, since the car will only go fast under the exact perfect conditions anyway.

NOTE: For ease of reading, the key elements are below (then the section is rotated 90deg for reading.

A phone call to Warren Mosler revealed that this guy didn't actually work for Mosler at all,

So we'd been had, by a con-man trying to pass off his own homebrew tuner kit as a genuine Mosler product.

But that's not the good part. This guy contacted us as a representative of Mosler saying he wanted to get the car on the show. We had no reason to doubt him, but we found it strange that we couldn't find anything about the car on Mosler's website. We figured that since it was so new, it wasn't made public yet. A phone call to Warren Mosler revealed that this guy didn't actually work for Mosler at all, he was just a guy who bought a standard MT900S and strapped the twin turbo's on himself, hence the cooling issues: it's an amateur hack job. At one point he did try to buy a controlling stake in Mosler using his father's money, but it didn't go through. The "Raptor GTR" thing is just a name he made up for this one car, which isn't surprising, considering the lack of creativity. (Speaking as someone who owns a vehicle also called Raptor). The badges looked like they were hand-cut from double sided vinyl. If you watch the video, it's not even referred to as an actual Mosler but the "Cubey GTR." That's the asian girl's last name. And, every single time you start the car, the radio turns on and her awful "theme song" starts playing. Even if you shut the car down with the radio off, I heard the first 6 seconds of that song about 50 times that day.

So we'd been had, by a con-man trying to pass off his own homebrew tuner kit as a genuine Mosler product. Unfortunately we didn't learn about the con until long after the segment had aired. I suppose it doesn't matter, since the car will only go fast under the exact perfect conditions anyway.

3. There is **No Evidence Or Inference** That Supports Defendant Warren Mosler Published Statement 1.

TESTIMONY on topic of Claim-3

Trial Transcript, Matt Farah – Automotive Journalist testifying; pg 1096 ln 7 - 24

Q All right. Now, based upon your November 17th 5:09 a.m. posting, it says **"I spoke with Warren Mosler today."**

What is "today" if you made that posting at 5:09? Did you speak with Warren Mosler between midnight and 5:00 a.m., or is there some type of time issue that you are aware of?

A I -- I don't recall; however, I didn't call him in the middle of the night. It was -- it was not a wake-him-up-in-the-middle-of-the-night phone call, so...

Q Okay. ***What was your purpose in contacting Warren Mosler?***

A He was the only person at the time who I thought could confirm whether or not the RaptorGTR was a genuine Mosler product...

Q Was a genuine Mosler product -- can you please continue?

A ... or not.

Trial Transcript, Matt Farah – Automotive Journalist testifying; pg 1102 ln 9 - 11

Q Yet ***Mr. Mosler made it clear to you that the RaptorGTR was not a Mosler product, correct?***

A Yes, he did.

DOCUMENTS on topic of Claim-3: partial of (PL#40) 'The Truth About Cars' blog

mattfarah
November 17th, 2011 at 5:09 am

I spoke with Warren Mosler today, who confirmed the Twin-Turbo conversion to the "Raptor GTR" Mosler MT900S will not pass emissions and is not certifiable for public sale.

NOTE: For ease of reading, following on next page is the same section of PLE#40 turned sideways.

mattfarah

November 17th, 2011 at 5:09 am

I spoke with Warren Mosler today, who confirmed the Twin-Turbo conversion to the "Raptor GTR" Mosler MT900S will not pass emissions and is not certifiable for public sale.

4. There is **no evidence or inference** in the record as to the exact words that Defendant Warren Mosler said to Matthew Farah.

   NOTE: This is an absurd assertion for Judge Delgado to make, since there is no statutory nor case law requiring the "exact words" to be proven or known via a recording, etc. It is illegal to record phone calls in Florida, too.

TESTIMONY on topic of Claim-4 (Matt Farah is an automotive journalist)

Trial Testimony, Matt Farah testifying pg 1091 ln 22 – pg 1093 ln 8

Q Okay. And then when we flip forward, you actually had conversations with Mr. Mosler, correct?

A Yes, I did have a conversation with Mr. Mosler -- one.

Q Okay. ***And he said -- and he confirmed that the twin-turbo conversion to the RaptorGTR Mosler 900S will not pass emissions and is not certifiable for public sale, correct?***

A That -- yeah. I mean, again, I don't recall some of the more specific details of that conversation, but **if I wrote that, that's what he told me at the time**. **My memory would have been very fresh then, so I would say that if I said that, then I would stand by it now.**

DOCUMENT on topic of Claim-4 (no 'document' records Mosler's exact words, but the below qualifies as INFERENCE of Warren Mosler's false statements).

- (PL#75) partial of Jalopnik automotive blog

NOTE: The below is one of several articles wherein Warren Mosler himself, and his paid employees echo the same basic false statements that Warren Mosler spoke to Matt Farah.

The only problem? The agreement may not exist.

The agreement

"He goes around claiming he has a distributorship agreement, he's a distributor of nothing because we're not producing a car," Warren Mosler tells me in a phone call on Friday.

"Love is blind and he's trying to help her music career and kill two birds with one car."

Mosler wants nothing to do with Wagner, whom he calls "a pest." The 62-year-old former bond trader and self-styled economist is selling his car company because he's no longer interested in producing automobiles and is instead out promoting his new economic theories from his home in the U.S. Virgin Islands. "In fact, part of the documentation [for the sale of Mosler] is that Todd is not involved," says Mosler.

5. There is **no evidence or inference** that supports that Defendant Warren Mosler published Statement 1 and JNOV is appropriate.

> *NOTE: The legal definition of "Publish" is simply to communicate something to someone else. There is no requirement to post something on the Internet, etc. Making the false statement to one person is sufficient: especially a statement to a known Journalist.*

TESTIMONY on topic of Claim-5 (Matt Farah is an automotive journalist)

Trial Testimony, Matt Farah testifying pg 1103 ln 12 - 22

Q Nevertheless, your understanding is that because of Warren Mosler's statement to producers at "The Car Show," that the producers at "The Car Show" and others at "The Car Show," including yourself, concluded it was not -- I'm sorry -- that the RaptorGTR was not a Mosler product, correct?

A Correct.

Q Page 52. All right. **Would you agree with me *that on or about November 15, 2011 at 6:10 p.m., you had reached the conclusion that Mr. Wagner was a con man?***

A Yes.

WARREN MOSLER'S 2016 DEPOSITION TESTIMONY CONFIRMS THE ABOVE; BUT MOSLER CHOSE TO DENY IT TO THE 2023 JURY. *2016 depo below:*

Warren Mosler Feb 10, 2016 Deposition in St. Croix; pg 217 ln 24 – pg 218 ln 10

Now, if we go back into Exhibit No. 35, we know that RaptorGTR is not something Mr. Wagner made up, it is

something that Mosler Automotive posted on its Certificate of Origin as the name of the vehicle; correct?

A. Well, you know -- what's your question?

Q. Well, we know that what Mr. Farrah says, and I just read, is not correct; right?

A. You can come to that conclusion, but that's --

Q. Can you reach any other conclusion?

A. It's not for me to speculate on what this guy said. If you have a problem with him, go talk to him.

Q. Well, the problem is he reached that conclusion after speaking with you; correct?

MR. REINBLATT: Objection.

BY MR. ZAPPOLO:

A. That's what he, you know -- you can -- I guess, it doesn't mean, **you know, what you just said is a true statement. He reached that conclusion after speaking to me.**

DOCUMENTS on topic of Claim-5:

- In 2014 Plaintiffs requested Warren Mosler's personal phone records and the phone records of MACC. Mosler has relentlessly refused to provide the phone records. This would be the ideal DOCUMENT for this 'Claim-6', but Mosler is hiding it.

- Judge Delgado was asked to issue an "Adverse Inference" to the Jury stating that since this Document was rightfully requested, and never produced that the Jury should assume the document indicates what Plaintiffs state it does: That Warren Mosler called Matt Farah and delivered a variety of false statements intended to ruin

Wagner….making him vulnerable to have his technology and distributorships taken.

- Judge Delgado refused to issue the adverse inference, which was an ENORMOUS ADVANTAGE to Warren Mosler. Warren Mosler took advantage of this advantage by **"Deny. Deny. Deny." to the jury.**

- Mosler could not have done that if Judge Delgado had issued a FULLY PROPER Adverse Inference.

6. Accordingly, judgement notwithstanding the verdict is appropriate on this element of the claim because there is **no evidence nor inference** that Defendant Warren Mosler acted negligently concerning Plaintiff Wagner.

TESTIMONY on topic of Claim-6

Trial Transcript, Wagner testifying; pg 1787 4 ln 23 – pg 1788 ln

Q With respect to MACC -- MACC's production of vehicles, what, if anything, had Mr. Mosler told the journalists during that same -- in that same 18-week period?

A He told the journalists they're not producing a car.

Q Okay.

A A car, a car.

Q So --

A And the 18 weeks didn't expire until approximately Christmastime. So well before the expiration of the 18 weeks, Mr. Mosler, you know, bombed the whole thing.

Q He told you he wasn't -- they weren't

producing cars, right?

A And that the RaptorGTR is a fake, I don't have a distributorship, I mean, everything. **He just essentially, like, just nuked it.**

DOCUMENTS on topic of Claim-6: (pl#73) Mosler Automotive Manufacturer's Statement of Origin which states that MACC built a 2012 Mosler RaptorGTR that it sold to Plaintiff-Supercar Engineering, Inc.

CERTIFICATE OF ORIGIN FOR A VEHICLE

MOSLER AUTOMOTIVE

DATE: 8/21/2011

INVOICE NO.:

VEHICLE IDENTIFICATION NO.: 1M94236B4CC682001

YEAR: 2012

MAKE: MOSLER

BODY TYPE: CP

SHIPPING WEIGHT: 2450

H.P. (S.A.E.): 838

G.V.W.R.: 3004

NO. CYLS.: 08

SERIES OR MODEL: RAPTORGTR

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

SUPERCAR ENGINEERING
2348 TREASURE ISLAND DR
PALM BEACH GARDENS, FL 33410

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

THIS VEHICLE
HAS A CALIFORNIA
EMMISSION SYSTEM

MOSLER AUTOMOTIVE

BY: (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

0000087

RIVIERA BEACH, FL 33404
CITY-STATE

DISTURBING NOTE: Warren Mosler convinced all of his paid employees to parrot the same nonsense (EVEN UNDER OATH): "We [MACC] didn't build a RaptorGTR".

JUDGE

7. There is **No Evidence** that the Statement Is Defamatory to Plaintiff Wagner.

TESTIMONY on topic of Claim-7

Trial Transcript, James Todd Wagner testifying pg 1113 ln 20 – pg 1114 ln 6

Q All right. ***When you stopped using the name "Todd," what name did you begin to use?***

A My first name, "James."

Q Why did you change your name or why did you start using the name James in 2012?

A Well, I was unemployed and had been for a better part of a year. Much of that time was working on the distributorship for Mosler products. And then **after all this stuff exploded, I needed to get a job and there was so much defamation about me online under the name "Todd Wagner,"** that I -- even with my credentials, that I thought were fairly good, **I couldn't get a job**

DOCUMENT on topic of Claim-7: (PL#75) partial of Jalopnik automotive blog

MOSLER

BY MATT HARDIGREE

NOV 21, 2011 12:00 PM

38,789 199

Share

How this crappy music video set fire to one man's dream

A week ago, Todd Wagner was selling America's next great supercar and helping launch an exotic female singer's career, all under the banner of a world-renowned automaker. Until this week.

Now his mentor calls him a pest, his alleged business partners deny they're involved with him, and his exotic female singer friend is being ridiculed on the Internet.

This is a story of just how fast everything can go to hell.

8. There is **No Evidence** that Plaintiff Wagner's Damages were Proximately Caused by Statement 1.

   NOTE: This is a Cause and Effect' element. To evaluate this, the START-STATE is: SEI owned the highest power-to-weight supercar ON THE PLANET in 2011. 36% higher than the much-heavier Bugatti Veyron. This was an enormous property; and furthermore SEI's model was serial #001.

TESTIMONY AS TO **CAUSE** on Topic of Count-8

Trial Testimony, James Wagner testifying; pg 1790 ln 13 - 122

13 Q Okay. So you had these potential investors.

14 And you also had potential buyers of vehicles, didn't

15 you?

16 A Yes.

17 Q Okay. What happened to the interest of those

18 people once the articles came out?

19 A Disappeared, disappeared.

20 Q Okay.

21 **A No one's gonna buy a $700,000 car when the**

22 **owner of the company says it's a fake.**

TESTIMONY AS TO **EFFECT** on Topic of Count-8

Trial Transcript, James Wagner testifying; pg 1206 ln 14 – pg 1207 ln

14 Q When you say you were busted, what do you

15 mean?

16 A Broke.

17 Q Okay.

18 A I had no -- nothing. I had no job, no -- I

19 was -- so Mr. Mosler knew that and they -- **after,**

20 **essentially, like beating the daylights out of me and**

21 **I'm on the ground, he's like "Here, sign this."**

22 Q What was that?

23 A That **Termination and Release** Agreement where

24 I'd have to sign away my intellectual property, my

25 exclusive distributorship, which I had two -- I'm only

1 suing on one, but I had two -- and my $100,000 in return

2 for $100. And Mosler said, "You should sign it in

3 exchange for me not sending my two attorneys after you

4 to sue me for anything."

5 Oh, and then there's an email, which I think

6 is in the record, where it says, like, **"Any pressure you**

7 **can put."**

DOCUMENT on Topic of Count-8: (PL#80) segments of 8-page-long doc that **I refused to sign** are below.

> *NOTE: Upon refusal, I was threatened with being sued for anything* ***"until you're was broke. That's the way things work in America."***
>
> *- Warren Mosler; Godfather of Modern Inflation*

1. **Consideration**. As full consideration for the transactions contemplated by this agreement, Wagner shall be paid $100.00 by the Company in connection with or promptly following the execution of this Agreement, which payment shall be made in cash or via check.

2. **Termination.** Any and all contracts, agreements, relationships, options, arrangements, obligations or commitments, whether oral or written, exclusive or non-exclusive, of any kind or nature, including, without limitation, agreements relating to rights or purchase or first negotiation, dealership, distributor, commission, discount, consignment, sales or reseller agreements, between any of the Wagner Parties or any of their affiliates (including without limitation Mosler Saudi Arabia, Mosler China and Mosler Thailand) or related business entities (collectively, "Wagner Affiliates"), on the one hand, and the Company, Mosler, Consulier Engineering, Inc., Alan R. Simon, or any of their affiliates, subsidiaries or related business entities ("collectively, "Company Affiliates"), on the other hand (collectively, the "Terminated Agreements"), are hereby terminated and of no further force or effect, with no party having any further right against or obligation to the other party thereunder or in respect thereof. The following includes, without limitation,

   a. any other agreements in the summary of email and verbal agreements titled Exclusive Distributorships of Mosler Products in China and Thailand, dated July 16, 2010, sent by Wagner to Jill Wagner by email dated July 16, 2010, and any prior or subsequent email or other correspondence or agreements, oral or written, related thereto, including, without limitation, any agreements contemplated by the document dated November 16, 2010 titled Exclusive Distributorships of Mosler Products in China and Thailand;

3. **Intellectual Property Rights and Confidential Information**.

3.2 **Prior Work Regarding Company's Business**. Wagner hereby agrees that any and all Intellectual Property Rights and Technology (each such term as defined below) related to the business of the Company as conducted or as proposed to be conducted, including, without limitation, the Supercars and the Supercar Business, that Wagner may have conceived, created, developed or assisted in creating or developing (either alone or jointly with others) in any manner, in whole or in part, that resulted from, or are related to, work Wagner preformed for, or during the

period of his service as an employee or consultant of the Company, or based on the use of Confidential Information (as defined below) (collectively, the "Assets"), constitute "works for hire" and in any event are owned solely and exclusively by the Company. In furtherance of the foregoing, Wagner hereby does sell, grant, transfer, convey and assign, in consideration of the transactions contemplated by this Agreement, any and all right, title and interest that Wagner may have to any of the Assets, without additional consideration and free and clear of all liens and encumbrances, to the Company. To the extent allowed by applicable law, the assignment of the Assets includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Wagner retains any such Moral Rights under

4. **Release**.

4.1 Effective upon the Effective Date, the Wagner Parties, on their own behalf and on behalf of their past, present or future affiliates (including the Wagner Affiliates), agents, attorneys,

va-314502 4

D

administrators, heirs, executors, devisees, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the "Releasing Parties"), hereby absolutely, unconditionally, irrevocably and fully release, forever discharge and covenant not to sue the Company, and any of its past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, stockholders, equity holders, members, partners, limited partners, partnerships, directors, managing directors, officers, control persons, employees, agents, attorneys, administrators, representatives, predecessors, or successors and assigns (individually, a "Releasee" and collectively, "Releasees") from any and all liabilities, claims, commissions, compensation, fees, royalties, demands, proceedings, causes of action, or orders whatsoever, whether known or unknown, suspected or unsuspected, absolute or contingent, both at law and in equity or mixed, direct or indirect or nominally or beneficially possessed or claimed by or which any Releasing Party has or may have against any Releasee arising from actions or omissions of any Releasee, any Terminated Agreement or otherwise on account of or arising out of any matter, cause or event, occurring at any time through to the Effective Date. Each Wagner Party acknowledges and agrees that full and sufficient consideration for this release (this "Release") has been provided as set forth herein.

4.2 THE RELEASING PARTIES UNDERSTAND THAT THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

NOTE 2: When I didn't sign, I first got a phone call from Warren Mosler → My testimony on this very-memorable call is below. When that intense threat didn't lead me to bend-the-knee; I got a second threat in writing that Mosler would stick his two in-house lawyers on me to "bring me to justice" (PL#101)

Trial Transcript, James Wagner testifying; pg 1207 ln 15 – 22

Q You inferred in this case a motivation behind this document, correct?

A The motivation is very clear. It wants to **take SEI's exclusive distributorships**, take its distributorships in one-third of U.S.A., several states including Florida; wants to **take my intellectual property** and wants to give a full release to Warren Mosler to absolve him of the defamation, to absolve him of the trade libel, and to **allow him to keep my $100,000 forever**. That's what this does. ***It essentially takes everything away from me for 100 bucks.***

Trial Transcript, James Wagner testifying; pg 1207 ln 15 – 22

Q Now --

A But I actually got a phone call from Mr. Mosler and he just tells me, "Hey, Todd, you know, you're outmatched here. I won't do it, but Savvas is the type of guy who will **sue you for anything** and then you'll have to hire a lawyer for $400 an hour to defend yourself **until you're broke**. That's the way things work in America."

Trial Transcript, James Wagner testifying; pg 1208 ln 1 - 5

1 …… he did follow
2 through on that threat. He actually sued me because I
3 didn't sign that document, and I had to spend two years
4 in court over that, essentially, because **I didn't**
5 ***surrender everything I had to him*…**

9. First, there is **no evidence or inference** that Plaintiff Wagner's alleged damages were caused by the words allegedly spoken by Defendant Warren Mosler to Matthew Farah. Wagner admits that he was not on the phone with Matthew Farah when he allegedly spoke to Defendant Warren Mosler.

NOTE: Judge Delgado is spinning the fact that Plaintiff-Wagner hadn't wire-tapped Warren Mosler's phone into a [HEINOUS] "ADMISSION".

NOTE 2: I would expect this type of thing from Mosler's attorney, Steven Weber; but this looks like ***a Palm Beach County Judge stepping into the role of advocating for an offshore multi-billionaire.***

TESTIMONY on Topic of Count-9

Trial Testimony, James Wagner in cross-examination pg 1431 ln 14 – pg 1432 ln 2

14 Q Now --
15 A But saying I have severe mental problems
16 doesn't make any article flow, man.
17 Q Were you there when the author of those
18 articles wrote those articles?
19 A No, I was not there in his presence.

20 ***Q And you weren't on the phone when any of these***

21 ***authors allegedly spoke to Mr. Mosler, right?***

22 **A They definitely spoke to him on the phone,**

23 **it's not alleged.**

24 Q You were not on the phone with any of these

25 authors when they allegedly spoke to Mr. Mosler,

1 correct?

2 **A No, sir, I was not.**

DOCUMENT on Topic of Count-9: (PL#42) Second 'The Truth About Cars' article.

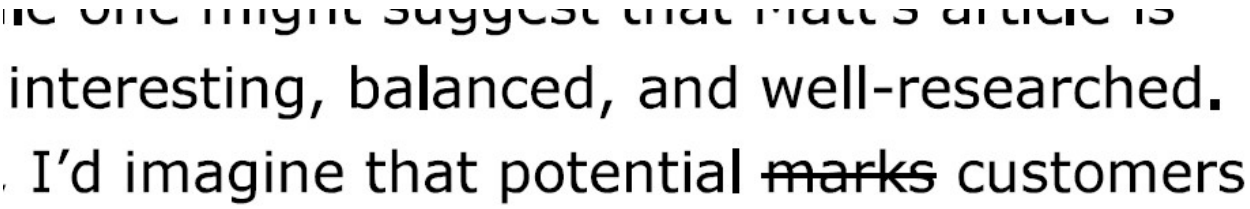
NOTE: The journalist of this article, Jack Baruth, had a front-row-seat to all of the defamation and trade libel. His CONCLUSION at the end of it all was that Todd Wagner was a con-artist and that potential VICTIMS of a RaptorGTR purchase could find all the information they needed on line to avoid becoming a VICTIM ("mark").

NOTE 2: Full article follows, but it difficult to read. The CONCLUSION of Jack Baruth that he felt confident enough in to justify publishing to the world is:

"After some discussion, Ray indicated to me that he was going to have Matt Hardigree cover the story – and cover it he has, complete with calls to all the major players. While one might suggest that Matt's article is perhaps overly sympathetic to J. Todd Wagner, it is nonetheless interesting, balanced, and well-researched. Between that and the Dupont Registry article on the same topic, I'd imagine that potential ~~marks~~ customers for the RaptorGTR will find all the information they need.

*******snip from actual article is below*******

After some discussion, Ray indicated to me that he was going to have Matt Hardigree cover the story — and cover it he has, complete with calls to all the major players. While one might suggest that Matt's article is perhaps overly sympathetic to J. Todd Wagner, it is nonetheless interesting, balanced, and well-researched. Between that and the DuPont Registry article on the same topic, I'd imagine that potential ~~marks~~ customers for the RaptorGTR will find all the information they need.



*******full article follows*******

"Well, I'll still be handsome." Jalopnik Runs The "Raptor GTR" To The Endzone

By Jack Baruth on November 21, 2011

Tweet

When I wrote an article about the "Mosler Raptor GTR" last week, I certainly wasn't expecting to start the proverbial tempest in the teapot... but that is exactly what happened. One week later, there have been threats of lawsuits, endless phone calls, multiple "do not forward" e-mails arriving from several players in the situation, and what amounted to an outright request that TTAC abandon its editorial integrity to serve the interests of one individual.

Now, thanks to Matt Hardigree, Ray Wert, and the staff at *Jalopnik*, we know (some of) the rest of the story...

This morning, *Jalopnik* posted an article entitled How This Crappy Music Video Set Fire To One Man's Dream. While TTAC and Jalopnik aren't above the occasional humorous spat, in this case we are going to give Ray and

the crew full props.

When Mr. Wert and I spoke regarding this story on Friday, I had already received seven or eight e-mails instructing me to delete *all the comments* on the original RaptorGTR story, in the interest of "doing what's right." As long-time TTAC readers know, we don't play that game. You're free to delete and/or edit your own comments, and we ask that you treat each other with courtesy, but we aren't going to censor what you say to make a third party happy. Nor did we.

After some discussion, Ray indicated to me that he was going to have Matt Hardigree cover the story — and cover it he has, complete with calls to all the major players. While one might suggest that Matt's article is perhaps overly sympathetic to J. Todd Wagner, it is nonetheless interesting, balanced, and well-researched. Between that and the DuPont Registry article on the same topic, I'd imagine that potential ~~marks~~ customers for the RaptorGTR will find all the information they need.

The infamous, curiously munchkin-like Linux zealot Eric S. "Surprised By Wealth" Raymond once stated "given enough eyeballs, all bugs are shallow." It turns out that the motoring corner of the Internet has just a few too many eyeballs for the RaptorGTR story to go unchallenged. Thanks to all the TTAC readers who chimed in and shone the light.

Related

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12 Comments on ""Well, I'll still be handsome." Jalopnik Runs The "Raptor GTR" To The Endzone..."

Back to Top | End of Comments

Alex French
November 21st, 2011 at 3:03 pm

Bill Caswell mentioned the Jalopnik story on facebook, then I saw the update here. So glad to read more about this charade.

INDICATION OF JUDGE DELGADO'S DESIRE TO DELIVER VICTORY TO DEFENDANTS

Trial Transcript, Immediately-Post-Trial JNOV Hearing- Count F; pg 2633 ln 2 - 16

…… And I argued to the jury ***he's likening what Mr. Wagner is doing to committing a crime***. And that's a perfectly logical inference from the evidence that's before this jury, and **the jury found** that Mr. Mosler communicated the claim to a third party.

THE COURT: *Well, so we have what the jury said here, and I think that preserves your record*, but I agree with Mr. Weber: Granted as to D. What's the next one? Is it D or, I'm sorry, F?

MR. WEBER: It would be G is the next one.

THE COURT: No, no, no. The one I just granted was F?

MR. WEBER: Count F, Statement 1.

10. There is **no evidence** of any person being involved in any conversation between Defendant Warren Mosler and Matthew Farah such that anyone could have heard the words allegedly spoke by Defendant Warren Mosler to Matthew Farah.

> *NOTE: Judge Delgado is required to know that only one recipient of Defamation is required as a matter of law.*
>
> *NOTE 2: Warren Mosler delievered the gist of 'Statement 1' both to Matt Farah's TV-show producer AND then a second time CONFIRMED the false statements to Matt Farah himself. Mr. Farah sought confirmation from Warren Mosler after Plaintiff-Wagner complained that false statements (the RaptorGTR is a fake) were being spread on the Internet. After Warren Mosler CONFIRMED the false statements, Matt Farah published online that Warren Mosler confirmed the statements that led Matt Farah to CONCLUDE that Plaintiff-Wagner was a **con-man**.*

TESTIMONY on topic of Claim-10:

- ***Warren Mosler's False Statements to "The Car Show" Producers on November 15, 2011:***

Trial Tr. Matt Farah – Journalist testifying pg 1103 ln 9 – 11

Q Nevertheless, your understanding is that
because of Warren Mosler's statement to producers at "The Car Show," that the producers at "The Car Show" and others at "The Car Show," including yourself, concluded it was not -- I'm sorry -- that the RaptorGTR was not a Mosler product, correct?
A Correct.
Q Page 52. All right. Would you agree with me

20 that on or about November **15**, 2011 at 6:10 p.m., ***you had***

21 ***reached the conclusion that Mr. Wagner was a con man?***

22 **A Yes.**

- ***Warren Mosler CONFIRMS False Statements to Matt Farah himself on November 17, 2011:***

Trial Tr. Matt Farah – Journalist testifying pg 1098 ln 9 – 16

9 Q Okay. Now, within the November 17th posting

10 you wrote, ***"I spoke with Warren Mosler today."*** So you

11 spoke with him on or about November **17**, 2011, correct?

12 A You know, if this has to hinge on a period of

13 12 hours, I cannot give you an accurate answer to that.

14 If you want to give it, you know, did it happen within a

15 couple days, I mean, **I have no reason to believe that**

16 **the conversation didn't happen on or about that day.**

Trial Tr. Matt Farah – Journalist testifying pg 1103 ln 9 - 11

9 Q Yet ***Mr. Mosler made it clear to you that the***

10 ***RaptorGTR was not a Mosler product, correct?***

11 A Yes, he did.

DOCUMENT on topic of Claim-10: partial of PL#40 'The Truth About Cars' blog

mattfarah
November 15th, 2011 at 6:10 pm

So here's a good story for you, Jack.

I tested this very car on the season finale of "The Car Show." The car's owner and his "singer" girlfriend, pictured above, were in attendance. You may notice some of our footage from the show appears in the music video. Whether or not they actually got permission for this footage, I don't know, since it looks like it was taken from YouTube. Well, on the 100 degree day at the Mojave runway where I was supposed to top the car out, the "Raptor GTR" took a crap and wouldn't make boost. The car's owner, who also claimed to be Mosler's top engineer, blamed the heat. I was annoyed, since they build these cars in Florida, where it's hot pretty much all the time. 20 minutes after the car crapped out, I was able to nearly top out a bone-stock Ford GT on the same runway, proving why factory-designed cars work better than small-volume exotics, even if the stock car makes 300 less horsepower than the Raptor GTR.

But that's not the good part. This guy contacted us as a representative of Mosler saying he wanted to get the car on the show. We had no reason to doubt him, but we found it strange that we couldn't find anything about the car on Mosler's website. We figured that since it was so new, it wasn't made public yet. A phone call to Warren Mosler revealed that this guy didn't actually work for Mosler at all, he was just a guy who bought a standard MT900S and strapped the twin turbo's on himself, hence the cooling issues: it's an amateur hack job. At one point he did try to buy a controlling stake in Mosler using his father's money, but it didn't go through. The "Raptor GTR" thing is just a name he made up for this one car, which isn't surprising, considering the lack of creativity. (Speaking as someone who owns a vehicle also called Raptor). The badges looked like they were hand-cut from double sided vinyl. If you watch the video, it's not even referred to as an actual Mosler but the "Cubey GTR." That's the asian girl's last name. And, every single time you start the car, the radio turns on and her awful "theme song" starts playing. Even if you shut the car down with the radio off. I heard the first 6 seconds of that song about 50 times that day.

11. **Nor is there any evidence or inference** that supports that any of Plaintiff Wagner's alleged damages were proximately caused by the words allegedly spoken by Defendant Warren or Matthew Farah's third-party republication as opposed to some other cause.

TESTIMONY on topic of Claim-11:

Trial Testimony, Abby Cubey testifying; pg 598 ln 15 – pg 599 ln 4

Q Okay. Are you aware of whether he wanted to try and buy the company as well?
A There was a discussion. Yes.
Q And what came of that discussion?
A He backed out because of the -- the stuff that's out there.
Q When you say the stuff that's out there, what do you mean?
A There was a -- I believe there was an article about a burnt engine. I don't know exactly. I don't recall all of that, but this is just basing on what I remember. And the -- what -- **what it says out there that it's -- the car was fake, it wasn't Mosler**, and then he called me, and that's -- and he said that I will not pursue.

DOCUMENT on topic of Claim-11: (PL#95) Auto-by-Tel article

Home > Sports Cars > 2012 Mosler RaptorGTR: One and Done

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.

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*	960	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

12. During the hearing on Defendants' JNOV Motion, Plaintiffs argued that Plaintiff Wagner changed his name. However, Plaintiffs admitted that there was no legal name change in Plaintiff Wagner's name because Plaintiff Wagner's name is James Todd Wagner and Plaintiff Wagner previously went by ***Todd Wagner and now goes by James Wagner***. There is **no evidence** of damages to the alleged name change.

TESTIMONY on topic of Claim-12

Trial Transcript, James Todd Wagner testifying pg 7 – 19

Q Okay. Now after you began -- then you said you started using the name "James." What other issues -- what other things did you do with respect to trying to find a job?

A Well, I changed my name to "James" on my resume, which is still my first name, and I did get some interviews. Then I -- in one particular instance it was for a jet engine sales position. When he called me back and said "Are you Todd?" I was like "Yeah."

So apparently he had called the Mosler factory and they gave him a -- you know, a dump about me and so I didn't get that job, and then **I took the next step of taking Mosler off of my resume entirely.**

<u>NOTE</u>: Via a conversation with one prospective employer, I learned that employers who were considering hiring me were calling the MACC factory and getting an earful of defamation (verbal, so no written proof of; other than the below). Changing my name and having to take a 7-year stint as Director of Engineering off of my resume is DAMAGES; my career never recovered.

<u>DOCUMENTS on topic of Claim-12: (PL#19) "truly mentally disturbed"</u>

call from Todd (James nowadays) telling
on the company and came up with a bus

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

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 hearing from me.
>
> 1) Please tell me who Supercar Engineering, Inc. is, and the full nature of their interaction with your company as well as any inconnection involving 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. Unfortunately he 'snapped' a few years ago and is fundamentally irrational now.

> Sylvia and I spoke about this a bit, and obviously there is much bad press between you and Todd Wagner -- especially surrounding the RaptorGTR, which, honestly I have great interest in producing. I apologize for starting here, but this is the big issue on hand, as I do not want to purchase, invest millions, and get sued. I would rather know now if there is any relevant claims and just buy them off. Please be specific.

As above. No legal ties that I know of.

> 2) Did Mosler purchase big ticket items such as engines, transmissions, and steering columns (the later from Subaru if I remember correctly) through direct agreements with vendors?

Sylvia would know that. We most often got 'dealer prices' by buying through Chevy dealers, and our buyer shopped and negotiated continuously for better prices.

> If not how were they purchased, if so is there a written purchase agreement.

Sylvia will have that for you if there's anything there to know.

From: "Mark Margolis" <mark@scorpionmotorsports.com>
To: "Warren Mosler" <warren.mosler@gmail.com>
CC: "Sylvia Klaker" <sklaker@moslerauto.com>
"Alan Richard Simon" <alanrsimon@gmail.com>
Date: 11/21/2012 12:02:36 AM
Subject: Re: request for additional information

As a note to all involved thus far:

I hope this email will not destroy what working relationship we have built up so far.

In short, a few weeks ago I received a call from Todd (James nowadays) telling me of this venture and asking for assistance. I hadn't spoken to him in years but heard him out. I did research on the company and came up with a business plan based on his description of inventory. I presented it to my European partners in Scorpion Motorsports who I am working with to build my brand global. They are quite interested.

Last week James said I would not be able to view the inventory I was to commit my company to build from without a $50k non refundable deposit. I became more than suspicious.

Before contacting all of you I was positive that if I was associated with James that I would be met with bias if not hostility, so I decided to come in with no association and get background on James and his claims.

As of current it seems his claims are null and I do not see reason to include him in this transaction.

Moreover, my partners are still quite interested, and all that I have relayed of myself, my company, and my intent is genuine. Sylvia, I greatly apologize for misleading to you specifically. I was hoping it could be avoided... I am usually quite honest.

I intend to continue on my fact finding and continue to assess the potential threat by James. Warren, please tip me off if you are alright with continuing with me under the circumstances. I am often unavailable but I would be happy to discuss if you feel it's necessary.

I have a call at 10am tomorrow with Europe to discuss. I hope for a positive response.

Best,
Mark

13. There is **No Evidence or Inference** That Supports Defendant Warren Mosler Published the Statement.

(attempt-to-deny) TESTIMONY on topic of Claim-13

Trial Transcript, Warren Mosler in 2nd cross-examination; pg 2318 ln 5 - 19

Q By the way --
A I called it Todd's car.
Q You said Todd's car, Todd's car.
The documents that's in evidence, the EPA certification documents, that doesn't say Todd's car on it, does it?
A No. No.
Q It says 2012 Mosler -- I'm sorry, 2012 Mosler RaptorGTR, correct?

14 A In the interest of time, I'll take your word
15 for it.
16 Q Okay. And by the way, you can't confirm or
17 deny whether or not you said those -- whether you
18 confirmed that to Mr. Farah, correct?
19 **A I will deny I said that**.

Trial Transcript, Warren Mosler testifying; pg 942 ln 25 – pg 943 ln

25 Q Okay. But rather than say that, you said "He
1 goes around claiming he has a distribution agreement.
2 He's a distributor of nothing because we're not
3 producing a car."
4 A Okay. You did it again. Do you want to
5 rephrase the question, please?
6 Q No. Let's go down to the paragraph below.
7 "Mosler wants nothing to do with Wagner, whom
8 he calls a pest." You did refer to Mr. Wagner, when
9 speaking to Mr. Hardigree, as a pest, correct?
10 A Okay. One more time, that's what it says
11 here. That's what he's saying I said. I don't have a
12 recollection of saying it, so...
13 ***Q Where's your email to Mr. Hardigree saying***
14 ***"You misquoted me. I never called Mr. Wagner a pest"?***
15 **A There isn't one.**

Journalist's TESTIMONY on topic of Claim-13

Trial Testimony, Matt Farah testifying; pg 1096 ln 17 – pg 1097 ln 4

Q Okay. ***What was your purpose in contacting Warren Mosler?***

A He was the only person at the time who I thought could confirm whether or not the RaptorGTR was a genuine Mosler product...

Q Was a genuine Mosler product -- can you please continue?

A ... or not.

Q Okay. So with respect to the November 17th posting, did you contact Mr. Mosler, or did he contact you?

A There -- **I got Mr. Mosler's phone number and I called him.**

Plaintiff-Wagner TESTIMONY on topic of Claim-13

Trial Tr, James Wagner on PL #112 (below); pg 1818 ln 12 – pg 1819 ln 1

Q On November 17, 2011, you wrote to who?

A To Warren Mosler.

Q Okay. You wrote, quote, this is your response to the successful certification that was done per your request, right?

A Yes.

18 Q And why did you send that email to Mr. Mosler?
19 A Because I'm reading this stuff where a
20 journalist is saying that Warren Mosler told him the car
21 won't pass emissions and isn't certifiable for public
22 sale. ***So I'm like, Mosler, are you doing this.***
23 Q Okay. And what was his response?
24 **A "Okay, point?"**
25 Like, I don't know. It's such a -- it's such
1 **a bizarro answer.**

Trial Tr, James Wagner on PL #112 (below); pg 1703 ln 19 - 23

19 A Even when I asked him about it, he didn't
20 admit that he's the one who was saying this stuff. **He**
21 **shucked and jived and everything**, and I couldn't fathom
22 that he would do this. It still to this day is
23 mind-boggling.

DOCUMENTS on topic of Claim-13: (PL#112) ***DIDN'T DENY*** publishing to Farah

From: "Warren Mosler" <warren.mosler@gmail.com>
To: "J. Todd Wagner" <j.todd.wagner@gmail.com>
CC: "Sylvia Klaker" <sklaker@moslerauto.com>
Date: 11/17/2011 2:18:45 PM
Subject: Re: 2012 RaptorGTR certification

---

ok, point?

On Thu, Nov 17, 2011 at 2:16 PM, J. Todd Wagner <j.todd.wagner@gmail.com> wrote:

This is your response to the successful certification that was done per your request.

---------- Forwarded message ----------
From: <warren.mosler@gmail.com>
Date: Fri, Aug 12, 2011 at 3:31 PM
Subject: Re: 2012 RaptorGTR certification
To: "J. Todd Wagner" <j.todd.wagner@gmail.com>, Lew Lee <hdtv_1@mac.com>, Jill Wagner <JWagner@moslerauto.com>

Good job!!!

Jill will prepare a press release

Sent via BlackBerry by AT&T

From: "J. Todd Wagner" <j.todd.wagner@gmail.com>
Date: Fri, 12 Aug 2011 15:09:20 -0400
To: Lew Lee<hdtv_1@mac.com>; Jill Wagner<jwagner@moslerauto.com>; Warren Mosler<warren.mosler@gmail.com>
Subject: 2012 RaptorGTR certification

Hi Jill, Lew & Warren,

Please find the official 2012 RaptorGTR certification document attached. Needless to say, this has been a monumental undertaking and I'm infinitely happy to have it behind me!!! Now that the Veyron is out of production, the RaptorGTR is the highest powered US-legal vehicle. Even the new Pagani is only 730hp. Congratulations to all of us; we're going to make this vehicle fly.

DEF00

14. Plaintiff SEI's trade libel claim in Count G as to Statement 1 is based on the same statement as Plaintiff Wagner's above defamation claim. D.E. 825 at 11,20. For the same reasons as set forth above with respect to Plaintiff Wagner, there is **no evidence or inference** that supports the jury's finding that Defendant Warren Mosler published the statement at issue.

NOTE: Judge Delgado is doubling-down on the absurd position, even though ***Judge Delgado heard first-hand that Warren Mosler:***

1) Had a financial incentive to publish the statement
2) Had the opportunity to deny making the statements, but didn't.
3) Had the opportunity to publish a Press Release correcting the false conclusions, but didn't.
4) Used EXTREME PRESSURE on me to [attempt to] induce me to sign a Full Release for the known-to-be-wrong harmful actions.
5) Used BLACKMAIL AND EXTORTION to [attempt to] force me to sign an "Acknowledgement" that the RaptorGTR was really a MT900.
6) I reach out for help, and Mosler ignores me **[and laughs about it to the jury]**

NOTE 2: ***The false statements were BELIEVED by numerous seasoned automotive journalists.*** *The only person who could induce that much BELIEF was Warren Mosler. I was pushing hard to correct the false statements, but the weight of Warren overwhelmed me.* ***Mosler's refusal to issue a Press Release to correct the false statements will be shown here.***

TESTIMONY on topic of Claim-14

Trial Tr. Warren Mosler testifying on Def's Exh 107; pg 2244 ln 16 – pg 2245 ln 14

Q Do you remember this press release?
A Yes.
Q Just let me know when you're ready.
A Go ahead.
Q Okay. ***What do you remember about this press release?***
A Not much. I mean, I remember parts of it, but I remember I kind of stopped reading it halfway through. **I don't care that much about it**. I was busy working and my real job. And Todd was writing press releases that
A Yeah. Yes.
Q Okay. And you remember this email exchange between you and Mr. Wagner?
A Yes. I've seen it, you know, over the last few months.
Q And it contains a statement here where, at the bottom, it says "Mr. Wagner says at the same time it is important to me that the wrongful publication about my suing Mosler be clearly extinguished." Do you see that?
A Yes.
Q And he wrote "***That is the type of web-yuk that will plague me for the rest of my life if it isn't dealt with."***

14 **A Uh-huh.**

Trial Tr. Warren Mosler testifying on Def's Exh 107; pg 2248 ln 5 - 18

5 Q And this is another email where he's telling
6 you that the problem he's running into is that "my work
7 at Mosler is a huge chunk of my experience and the
8 fabricated 'news' about me suing Mosler and the various
9 other nonsense is everywhere." Do you see that?
10 A Yes.
11 Q So what did you understand that to mean?
12 A He's been trying to get a job and "the problem
13 I'm running into is that my work at Mosler is a huge
14 chunk of my experience and the fabricated 'news' about
15 me suing Mosler."
16 Well, the news that he says was fabricated was
17 interfering with his ability to get a job, I guess. **"No**
18 **one will hire me after reading all this stuff."**

Trial Tr. Warren Mosler testifying on Def's Exh 107; pg 2274 ln 3 – 15

3 Q That's the December 1, 2011 email?
4 A Yeah.
5 ***Q You might recall because you were laughing in***
6 ***front of the jury when you discussed it with your***
7 ***attorney.***
8 A Okay.

Q Okay. And in this email Mr. Wagner was still concerned about being maligned, wasn't he?

A Where are you pointing to?

Q Well, in that email --

A Yeah. Where in that email?

Q The general gist of this email --

A Oh, the general gist? Okay.

DOCUMENT on topic of Claim-14: (DEF#107) Wagner's requested Press Release

(follows)

For Immediate Release
Mosler RaptorGTR & Abby Cubey's Feel My Fire clarification release
Mosler Supercars / Supercar Engineering, Inc.
West Palm Beach, Florida USA
1 December 2011
+1.203.668.3904

The purpose of this press release is to communicate about the unfortunate events surrounding the launch of the RaptorGTR. I have been a true believer in the Mosler brand for nearly 8 years. I've done my best to make Warren Mosler's dream of creating a world-class American supercar come true. During my engineering leadership, Mosler products won two Car & Driver Lightning Lap events. On the down side, during the first year of my tenure at Mosler, during a big press event we suffered a catastrophic clutch failure.

The few people who have seen how a Mosler is built can attest to the immense amount of very expensive weight saving technology that is integrated into the Mosler chassis. Having been the Director of Engineering for over 7 years, I know firsthand...but the world simply doesn't know. A perfect example is a Festivals of Speed event at the Orlando Ritz Carlton hotel where the MT900s was shown. Even in a sea of car enthusiasts, only 2-3% of the visitors knew what the Mosler was, much less about the ¼" thick solid carbon fiber roof structure. In many of the supercar markets such as China and the Middle East, the Mosler product is completely unknown.

The viral video concept was intended to expose the amazing technology inside the Mosler chassis to a much broader audience than the few people who have happened to catch the occasional article about the Mosler in car magazines. The video can be seen at **RaptorGTR.com/VIDEO**

In 2010, while the factory was developing the Raptor project, which was later renamed RaptorGTR; I approached Warren on behalf of my consulting company SuperCar Engineering, Inc. I suggested having SEI buy the first Raptor for the purpose of bringing the Mosler brand into China and Thailand. Warren agreed and on Nov. 16, 2010 SEI and Mosler Automotive entered into an agreement for an exclusive distributorship for China and Thailand. The car was supposed to be finished in January of 2011. The car was final purchased in August 2011, and by that time it was determined that the RaptorGTR name was a better choice, since Mosler had licensed the Raptor name to Ford for use on a truck. For clarification, the 2009 Mosler RaptorGTR Prototype that was auctioned at Barrett-Jackson producing 1200hp is a different vehicle with an aftermarket engine.

During this time span, sales of the original Mosler product, the MT900s had significantly dropped off, and many Mosler employees including myself were laid off. Warren was interested in finding a buyer for Mosler Automotive, so I endeavored to find and investor. I found an interested investor and founded Mosler Supercars, Inc. for the purpose of acquiring the assets of Mosler Automotive with this investor. I did my best to try and make this happen, per Warren's desire to sell the company and also to fulfill my own dreams of taking what I knew to be an absolutely world-class chassis to the next level. In the end, due to a setback on the part of the investor that was outside of his control, the deal could not be closed.

Disappointed, but not disheartened, I pressed on with marketing the RaptorGTR per SEI's Exclusive Distribution Agreement and the Bill of Sale for the RaptorGTR which explicitly states that the vehicle is to be used to promote Mosler Automotive. For simplicity sake, SEI and Mosler Supercars were merged to be in-line naming-wise with the other Mosler distributors. The company would also continue to provide engineering services to other customers, although that was not the focus.

One of my personal failings goes hand-in-hand with what makes me a great inventor and engineer. My failing is that I often don't communicate details well, because I'm usually thinking several steps beyond what I'm saying and I assume that things are obvious, when often they aren't. This is simply the way God built me. I have made improvements in this area, but my mind is wired the way it's wired. There were many mis-understandings that happened during the launch of the car, and although the mis-understandings didn't come directly from me, I could have done a much better job communicating prior to the launch. That said, others failed in checking facts.

Still others twisted facts (I don't know if it was intentional or not). One journalist took my written words "There has been a monumental lapse in judgement and failure in 'journalism' that has resulted in your mis-understandings…..I very much hope you will help me clear my name and Warren Mosler's name" and twisted them into stating that there is an ex-family feud between Jill Wagner and myself and then went on to state flatly that I was suing Mosler. None of those things are true. Jill and I have always been committed to remaining friends, and we have done a great job at that. We both know that we are an important part of each other's lives, and we want the best for each other. No matter what the circumstances, I would NEVER sue Mosler. This particular article was seen by Warren, but I was completely unaware. This article is the source of great pain for me.

Four days after the article was published, Jill asked me about it and I was shocked and immediately forwarded the email that was sent to the journalist (the only communication I had with him) to her, and Jill then called the publication asking for a retraction and apology. The publication simply took the article down, but there are reprints of this all over the web now.

Abby Cubey is a beautiful person inside and out. She is a girl with a dream to sing and to be a light to people less fortunate, particularly street children in the Philippines. In the press release for the car and song, it is stated clearly that SEI is pledging 15% of the sale price on the car to Toys For Tots and Abby is pledging 15% of all of the revenues from the song to Toys For Tots. Abby intended to send her toys to the Philippines. Unfortunately, this fact was never publicized. We hope that now this will be a prominent part of the story.

Abby Cubey is 25 years old, and a breast cancer victim. Over the past 18 months, she has tried numerous treatments and surgeries, but the problem was persistent. 2 days ago, upon the advice of her doctor, she had both of her breasts replaced. The boobies in the video are her factory originals. In her next music video, she'll be proudly sporting roboboobies. This is a humiliating circumstance for many women, but Abby is not alone in this struggle. Health is far more important than breasts. Abby is holding a fundraiser for St. Judes Children's Hospital on Dec. 22nd. She is planning to broadcast the event live through the internet. We hope that the numerous press outlets that will be receiving this release will help publicize this event.

Abby's personality is very 'goofy' and fun. She loves to make people laugh and be 'different'. In my opinion, this is a spectacular characteristic. It is my hope that people enjoy her video with a smile on their face. Life is too short to be super-serious all the time. Enjoy life…and look for Abby's upcoming second video for *Feel My Fire*. There will be a cape J

Read about Abby at **RaptorGTR.com/Abby-Cubey** and **AbbyCubey.com**.

No matter what my future holds, I will be happy for the time I had designing and engineering Mosler products. It was truly a dream job, and I feel lucky to have had it. Most importantly: At least I'll still be handsome (for a little smile; it's ok to laugh).

In closing, this experience has been healthy for me. In the midst of the mayhem, when I had no idea where all of the insanity was coming from, I decided to go to church and pray. When I got home, I wrote the below to Warren:

Hi Warren,

This morning I decided to go to church and spend some time praying and thinking. I hadn't been in quite a while. While praying about this situation, the one thing that kept coming to me was to forget about my anger and justifications and just say I'm sorry. So, setting aside all circumstances and events outside of my control, I'm sorry for the mistakes I've made.

When I first came to work for you almost 8 years ago, your dream was my dream. I truly put my heart and soul into everything, and tried my best to create a great product.

I hope some day we can put the past behind us, and shake hands to part ways peacefully.

Todd

Warren replied back:

I'm not at all upset with you

I know you thought you were doing what was best, and I wasn't there to provide any feedback.

Warren

To those who made mistakes and perhaps mistreated Abby and me during this time, you are forgiven.

In 100 short years, none of us are going to be here to be angry. As one of my best friends often tells me, "You got to breathe today. Be thankful. Enjoy life, it's so beautiful."

No matter what we may think, we haven't done anything to 'deserve' life. Whether we're tall or short, slim or not, enjoy factory-original boobies or roboboobies; life and all of it's amazing features like drawing an invisible gas inside our body as nourishment for billions of cells that are somehow operating as a team to propel us down the street is simply a gift.

As an engineer of one of the most complex and amazing vehicles in the world, I believe that life is 100 billion +++ times more complex than anyone reading this note could ever create. Think about that as you enjoy life.

Merry Christmas, Happy Holidays and God Bless,

Todd Wagner

15. There is **No Evidence or Inference** that Defendant Mosler Knew or Should Have Known that the Alleged Statement Would Induce Others Not to Deal with Plaintiff SEI.

> *NOTE: Mosler's statement to a journalist was* ***"the Twin-Turbo conversion to the 'RaptorGTR' Mosler MT900S will not pass emissions and is not certifiable for public sale."***
>
> *NOTE 2: How many people would purchase a car that the owner of the car company says the car "isn't certifiable for public sale."? There was extensive testimony that (in fact) no one did buy even one RaptorGTR. The "no evidence" claim is truly ridiculous.*

TESTIMONY on topic of Claim-15

Trial Tr. Jonathan Frank (Exotic car dealer) testifying pg 1019 ln 18 – 25

18 Q How many cars have you sold over the years?
19 A Thousands, maybe tens of thousands. Honestly,
20 I'd have to look back.
21 Q Okay.
22 A But, yeah.
23 Q And of those tens of thousands, how many of
24 those have been ***exotic cars?***
25 **A 90 percent.**

Trial Tr. Jonathan Frank (Exotic car dealer) testifying pg 1021 ln 22 – pg 1022 ln 14

Q Over the years have you had conversations with potential purchasers of such vehicles?

A Yes.

Q Okay. And ***what impact, if any, or what role, if any, have reviews on magazines dedicated to cars, et cetera, had in those conversations?***

A Reviews are great. They're a high impact on the buyers.

Q Okay. And can you explain to the jury some of the places that -- excuse me, some of the periodicals that you would have had conversations with people about high-end supercars over the years?

A Everything from -- every publication out there from MotorTrend, you know, duPont REGISTRY, Road and Track, "Car and Driver." There's, you know, endless publications. Plus, in the past, you know, 10 to 15 years social media has come into play in a big way as well.

Trial Tr. Jonathan Frank (Exotic car dealer) testifying pg 1023 ln 24 – pg 1025 ln 8

Q Okay. So are you familiar with the car that's been called the 2012 RaptorGTR?

A Yes.

Q What information about the horsepower-to-weight ratio are you aware of?

A It's the highest horsepower-to-weight ratio out of anything of its time.

Q Okay. When you say "of its time," what time period are you talking about?

A Yes. The year that it was produced.

<u>NOTE 3</u>: This expert witness's testimony was going very well for Plaintiffs (bad for the multi-billionaire); thus Judge Luis Delgado wouldn't allow the expert's Comparative Analysis Spreadsheet come into evidence…thus we were only [limited] allowed to ask verbal questions (below).

MOSLER'S EXPERT WAS NOT LIMITED BY THE JUDGE.

<u>Trial Tr. Jonathan Frank (Exotic car dealer) testifying pg 1031 ln 1 – pg 1032 ln 15</u>

Q How much is a -- well, let me back up.
Do you know what the power-to-weight ratio of a 2013 McLaren P1 car was?
A I'll have to -- it's on this list right here. The '13 P1 is 537-horsepower per ton.
Q Okay. And how much did that car sell for?
A The McLaren P1 sold for approximately 1.15 million.
Q Okay. And what's the horsepower -- the power-to-weight ratio of a 2013 Ferrari LaFerrari that you mentioned earlier?
A It's 543 per ton.
Q And what is that car selling for?
A 1.4 million.
Q Okay. And what is the horsepower-to-weight ratio of a 2013 Bugatti Veyron SuperSport?
A It's 552 per ton.

Q How much did that car sell for?

A Approximately 2.4 million.

Q Okay. And how much is the -- what's the power-to-weight ratio of a 2011 Koenigsegg Agera?

A 599.

Q Okay. And how much did that car sell for?

A 2.5 million.

Q Okay. And then let's talk about a 2012 RaptorGTR. What was its power-to-weight ratio?

A 649 per ton.

Q Based upon the horsepower-to-weight ratio, ***what would you expect the 2012 RaptorGTR to sell for?***

A We estimated 700,000.

Q Okay. Now when you gave that estimate, did you consider certain things such as brand recognition?

A Yes.

Q Did you consider the size engine?

A Yes.

Q Did you consider whether or not the car was made of carbon fiber or not?

A Yes, we did.

Q Okay. Did you consider its top speed?

A Yes.

Trial Tr. Jonathan Frank (Exotic car dealer) testifying pg 1031 ln 1 – pg 1032 ln 15

Q Now based upon your experience in the industry, ***what impact would the manufacturer or the owner of a vehicle manufacturer going public saying that a vehicle was fake, what would that do to the value of*** the car?

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

DOCUMENTS on topic of Claim-15 (PL#94) Automobile Magazine on Hypercars


#NOBORINGCARS
SEPTEMBER/OCTOBER 2018
AUTOMOBILEMAG.COM / @AUTOMOBILEMAG
Automobile
NEW AND
future
2019
CARS
MORE THAN 70 CARS
FEATURED INSIDE
MAX
POWER
Y NOT?
'VETTE TAKES
MIDDLE GROUND
ALL THE OTHER CARS YOU NEED TO KNOW ABOUT
AMERICA'S
FUTURE LOOKS
FAST AND FUN

FORWARD

THE UNAFFORDABLES
The most eye-popping, capable, and desirable feats of engineering in our realm—we can't afford them, either, so let's enjoy them here.

NEW AND FUTURE CARS

TO HEAR SOME TELL IT, we'll soon reflect on the past several years and the near future as the final halcyon days of machines made to be driven. The feedback we receive from you, our readers and fellow gearheads, along with a growing mainstream global narrative, illustrates an increasingly pessimistic view of automotive inevitability: a world dominated by urban transportation pods, ride-sharing programs, and of course the darkest cloud looming above the enthusiast community—soulless autonomous cars that might drive us to our destinations perfectly well but with nary a hint of the passion that binds millions of like-minded members of the car community together. Opinions, even well-educated ones, are all over the map when it comes to predicting the arrival of this Orwellian existence, but thankfully there are still far more than a handful of new and future cars to put your mind at ease.

This year we begin with seven hyper performers because, well, #NOBORINGCARS. From there we introduce you to and update you on what we believe are the most interesting and significant vehicles on the near horizon. The best news of all: Drivers will need to keep their eyes on the road and their hands and feet on the controls of each and every one of them.

hyper

McLaren Senna

ON SALE:
Sold out (delivery late 2018)
BASE PRICE:
$958,966

"The Senna is such a whirlwind of g forces, so Krakatoa-like in its speed and braking power, in only a lap or two it could easily reduce a NASA astronaut to a trembling, babbling impersonation of Linda Blair." That's what our Arthur St. Antoine said recently after driving the Senna for several laps around the U.K.'s Silverstone Circuit—and when you look at the hardware McLaren blessed the Senna with, you know he was pedaling a savagely devastating car and not peddling hyperbole. Do not mistake the Senna for an upgraded 720S. The cars share some basic hardware, but this is an entirely new automobile—the pinnacle of McLaren's Ultimate Series range. Legal for street use and limited to 500 copies, the Senna uses the same 4.0-liter twin-turbo V-8 found in the 720S, but improvements bump output to 789 hp and 590 lb-ft. A slightly reworked seven-speed dual-clutch paddle shifter carries over. Top speed is 211 mph, but that's not what this carbon-fiber McLaren, named for late three-time Formula 1 champ Ayrton Senna, is about. With its active aerodynamics, almost 1,800 pounds of downforce, and 2,900-pound curb weight, track-day lap records should be very afraid. After driving it, we know the F1 legend would be proud of his namesake. And if, somehow, it's still not enough for you, McLaren plans to build 75 track-only Senna GTRs that will lap even quicker, priced at about $1.4 million each. Not interested in the Senna, whose looks might not be everyone's cup of racing fuel? By year's end we expect to see McLaren finally unveil the long-talked-about 243-mph hybrid-powered **BP23 three-seater.** Think of it as the modern follow-up to its legendary F1 supercar of the '90s. It should land late this year.

McLaren Senna
ON SALE:
Sold out (delivery late 2018)
BASE PRICE:
$958,966

Dallara Stradale

ON SALE:
Now (not in U.S.)
BASE PRICE:
$182,000 (est)

Sure, Ferrari and McLaren are famous race teams that also build some of the world's best performance cars, but what enthusiast doesn't want a car from a company still known mostly for building top-level dedicated racing chassis such as IndyCar's present-day IR-18? That's where Italian constructor Dallara comes in with its Stradale, the first road car to bear its name. This is a carbon-fiber monocoque chassis covered in carbon bodywork, and one available in a doorless configuration (among others)—you don't want to add weight while adversely affecting aerodynamics, do you? No, you don't. And speaking of aero, up to 1,800 pounds and change of downforce mean cornering forces can exceed 2 g, with the approximately 1,900-pound (dry weight) Stradale also boasting 395 hp and 369 lb-ft from its 2.3-liter Ford EcoBoost four-cylinder, channeled through either a six-speed manual or single-clutch automatic transmission; that should be good for 0-60 mph in the low 3-second range. The bad news: Dallara didn't want to float the tens of millions it would have cost to certify the Stradale for sale in the U.S.

Brabham BT62

ON SALE:
Now (delivery late 2018)
BASE PRICE:
$1.4 million (est)

The past year or so has seen more than its share of new mid-engine hypercars, including Mercedes-AMG's Project One and Aston Martin's Valkyrie, and there are plenty more in the pipeline. From ex-Formula 1 driver and Le Mans winner David Brabham's Brabham Automotive comes the carbon-fiber-bodied BT62, a track-day kraken inspired by his famous late father Jack's third F1 championship, in 1966—the only F1 title won by a competitor while driving a car of his construction. The BT62 gets a six-speed sequential gearbox and a 5.4 liter naturally aspirated V-8 from another maker (Brabham hasn't identified it), which Brabham pumps up to send 700 hp and 492 lb-ft of torque to the rear wheels. Handling should be off the leash thanks to Michelin slick tires, a dry weight of 2,143 pounds, and an alleged maximum downforce figure of more than 2,600 pounds. Brabham plans to build 70 examples for the 70th anniversary of Jack's first race, with the initial 35 copies featuring liveries honoring the 35 Grand Prix wins achieved by Brabham race cars. Driver coaching is part of the buyer's package—a good thing, too, since traction control is the BT62's only "driver aid." The car's name is an extension of the BT60B designation given to Brabham's final Grand Prix car, in 1992.

Brabham BT62

ON SALE:
Now (delivery late 2018)
BASE PRICE:
$1.4 million (est)

Fittipaldi EF7

ON SALE:
Now
BASE PRICE:
$1.5 million (est)

Add the name Fittipaldi to the others steeped in racing tradition that now seek to stick a Nomex-covered toe into the high-performance road-car arena. Two-time Formula 1 champion, two-time Indianapolis 500 winner, and one-time IndyCar champion Emerson Fittipaldi has long dreamed of building a car bearing his name, and the EF7 he unveiled at the 2017 Geneva auto show is the result. Developed in conjunction with Pininfarina and racing-centric German engineering company HWA, which will build the cars, Fittipaldi Motors' shark-styled track-day toy will be crafted to the tune of 39 examples, the number you get when totaling Emmo's F1 and IndyCar wins and championships. No surprise, it features a carbon-fiber monocoque chassis and carbon body panels, with weight targeted to come in at less than 2,300 pounds. Power comes from a 4.8-liter naturally aspirated V-8 making 600 hp and 320 lb-ft of torque, with a racy 9,000-rpm redline; 0-60 mph should happen in less than 3 seconds. Like a purpose-built race car, the six-speed sequential gearbox is a stressed part of the chassis. Similar to the Brabham BT62, buyers will get professional instruction—in this case from Fittipaldi himself. A street-legal version could be in the offing down the road once all track-spec cars are delivered.

Hennessey Venom F5 *

ON SALE:
2019
BASE PRICE:
$1.6 million (est)

Building off the success of the tremendously fast Venom GT that claimed the production car speed record five years ago (though Bugatti would quarrel with that), the forthcoming Venom F5 is the Texas performance peddler's second hypercar. Compared to the Lotus-based Venom GT, the F5 is a ground-up, clean-sheet design with a bespoke chassis. A unique 8.0-liter twin-turbo V-8 spits out what Hennessey claims to be 1,600 hp and 1,300 lb-ft, managed by either a seven-speed single-clutch semi-automatic or six-speed manual transmission. For the very brave (or the very stupid), the F5 will reportedly top out at 301 mph.

16. **This Court agrees with Defendants'** contention there is **no evidence whatsoever** as to what Defendant Warren Mosler allegedly specifically said to Matthew Farah, or that whatever was allegedly said was done under circumstances such that it was done to cause others not to work with Plaintiff SEI.

NOTE: The below will focus on the section Judge Delgado's claim ***"….or that whatever was allegedly said was done under circumstances such that it was done to cause others not to work with Plaintiff SEI."***

- ***PROFIT MOTIVE*** *behind the Defamation and Trade Libel.*

TESTIMONY on topic of Claim-16

Trial Transcript, Warren Mosler in cross-examination; pg 2312 ln 11 – pg 2313 ln 321

Q You wanted to get Todd to transfer the name of the Raptor to the company, terminate Todd. And part of that terminating Todd was getting him to sign the agreement that said that the company owed him nothing, correct?

A That was him terminating Todd, not me terminating Todd. This says I needed to --

Q Do you remember the documentation --

A No.

Q -- in this -- okay. That's in evidence.

Who benefits from those things? Who was released from the claims?

A The company -- the company that Savvas was buying, MACC, after it sold.

Q MACC?

A Yeah.

Q Okay. ***That you owned at the time?***

A At the time, that he was to buy.

DOCUMENT on topic of Claim-16: (PL#117) The **TERMINATE TODD** email

I would need you to:

a. Terminate Todd

b. Get releases from Alan Simon, Mike Vietr no claim to distribution rights, and transfe

c. Try to get Todd to transfer Raptor names Raptor going forward (We'd draft).

NOTE: Full document follows. This scheme was hatched ONE MONTH after my invention (838hp 7.0L V8 with post-catalyst turbos positioned as a visual element of the supercar) was approved by the Environmental Protection Agency.

*NOTE 2: I excitedly had announced this accomplishment (which would made BOTH of our dreams come true) to Mosler. Mosler decided to TAKE EVERYTHING FOR HIMSELF (and his friend, Savvas)…..**but I had no idea this decision had been made behind my back.***

From: "Savvas Savopoulos" <s-savopoulos@americanironworks.com>
To: "Warren Mosler" <warren.mosler@gmail.com>
CC:
Date: 9/14/2011 11:06:42 PM
Subject: Cars

Not sure you want to entertain it, and not wanting to offend, but.... Here is a 4th idea for your consideration. I know you aren't including the Photon with everyone else, but given that it is the current "showcase" for the company, I really believe it to be important to the company's chance of resurgance. In the below, I'm assuming it is included.

T&C's

1. Purchase Price of $750k: $400k at closing, and $175k each year for the next two years (non-interest bearing) for all the same assets as before. This would buy 100%, with no equity rollover, which removes the dilution issues.
2. No assumption of liabilities other than ordinary course payables not to exceed $25k.
3. Structure: Asset purchase per prior documents, which will be revised to reflect this email.
4. License fee for use of Mosler name – $5,000 per car for the first 20 Moslers sold (excludes non-MT900's).
5. Closing: 30 days max. Just need time to revise/negotiate documents and get the "important items" below completed.
6. Will delete the rescission right from before. Once I buy it I can't make you buy it back.
7. Will delete the escrow from before.
8. Reps & Warranties- We will get rid of most of them.
9. Lease- Be allowed to stay in present location for 6 months rent free in order to have time to analyze what to do and put it into effect. After that, if we decide to stay, we'll sign a lease. My notes show that in the last go around we agreed to $12k per month, you pay structural, major systems replacement, and taxes. I pay cosmetics, wiring and non-replacement maintenance. Is that still acceptable?

Other important items:

1. I would need you to:
    a. Terminate Todd
    b. Get releases from Alan Simon, Mike Vietro, Mike (TEC) and hopefully Todd saying they are owed nothing and have no claim to distribution rights, and transferring IP rights to thecompany (We'd draft).
    c. Try to get Todd to transfer Raptor names to company. Not crucial b/c we can always call it something other than Raptor going forward (We'd draft).
    d. Get Martin & Christof to sign a simple document assigning IP and stating that all Mosler related inventory in their possession belongs to MACC (we sent them the wrong version before, this will be much simpler). I recall Christof bought one car that he had the Heggeman suspension and Motec electronics installed in, so that would obviously be excluded (We'd draft).
    e. Make sure all books & records are transferred from accountants, lawyers (including Alan Simon) & St. Croix to DC.
    f. Push Jill to provide answers to remaining diligence questions.
2. I will:
    a. Confirm inventory.
    b. Try to get Jill to sign an employment agreement.
    c. Get a fresh environmental survey.

DOCUMENT on this Claim-16: Environmental Protection Agency Certificate dated Aug 12, 2011. PL#62.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2012 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

OFFICE OF TRANSPORTATION AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Consulier Industries aka Mosler Automotive
(U.S. Manufacturer or Importer)

Certificate Number: CC3XV07.0086-001

Effective Date: 08/12/2011

Expiration Date: 12/31/2012

Karl J. Simon, Director
Compliance and Innovative Strategies Division

Issue Date: 08/12/2011

Revision Date: N/A

Test Group Name: CC3XV07.0086
Evaporative/Refueling Family Name: CC3XR0133880
Applicable Exhaust Emission Standards: Federal Tier 2 Bin 5
Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 7.0 Liters
Exhaust Emission Test Fuel Type: CARB Phase II Gasoline
Full Useful Life Miles: Exhaust Emissions: 120,000 miles
Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: Mosler Automotive / Consulier Industries: RaptorGTR

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c).

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to -3 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds -3 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, and 600 as applicable and which are produced during the 2012 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

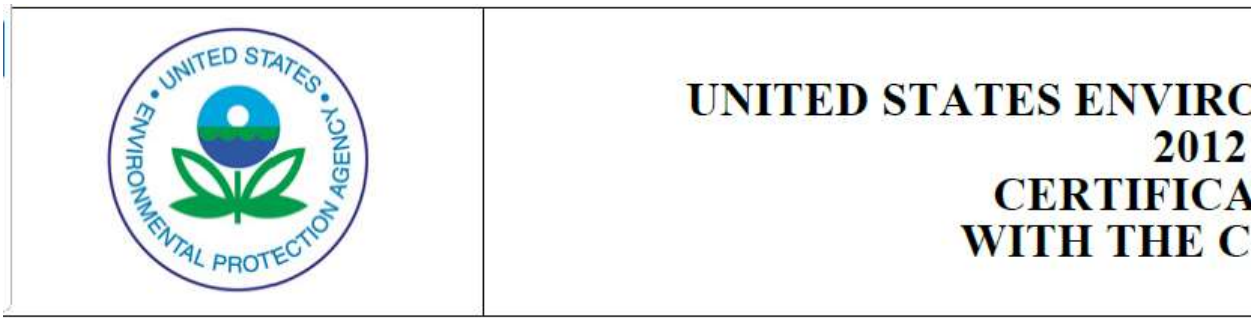
Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2013. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2013. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

NOTE: Blow-up of key element of same document follows with highlight added.

NOTE: Blow-up of upper-left corner of Plaintiffs' Exhibit #62 is below. Definitive proof that the 2012 Mosler RaptorGTR was a 'legitimate Mosler product'.

- It is absurdly disingenuous for Judge Luis Delgado to claim that the below is "no evidence."



UNITED STATES ENVIRC
2012
CERTIFICA
WITH THE C

Certificate Issued To: Consulier Industries aka Mosler Automotive
(U.S. Manufacturer or Importer)

Certificate Number: CC3XV07.0086-001

Test Group Name: CC3XV07.0086
Evaporative/Refueling Family Name: CC3XR0133880
Applicable Exhaust Emission Standards: Federal Tier 2 Bin 5
Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Models Covered: Mosler Automotive / Consulier Industries: RaptorGTR

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts
found to conform to the requirements of the regulations on Control of Air Pollut
represent the new motor vehicle models listed above by test group and evaporati
this certificate have demonstrated compliance with the applicable emission stanc

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
NATIONAL VEHICLE AND FUEL EMISSIONS LABORATORY
2565 PLYMOUTH ROAD
ANN ARBOR, MICHIGAN 48105-2498

OFFICE OF
AIR AND RADIATION

February 26, 2016

Mr. James T. Wagner
Supercar Engineering, Inc.
2280 Treasure Isle Dr. #83
Palm Beach Gardens, FL 33410

Subject: Freedom Of Information Request. EPA-HQ-2016-003917

Dear Mr. Wagner:

This is in response to your Freedom of Information request received February 17, 2016. You requested Certificates of Conformity issued to Consulier Industries for model years 2004 through 2014.

Attached in an email is the information you requested. Consulier Industries only have certificates for model years 2004, 2009 and 2012. There is no charge for this information as allowed under the provisions of the Freedom of Information Act, when such charges are less than $14.00.

You may appeal this response to the National Freedom of Information Officer, U.S. EPA, FOIA and Privacy Branch, 1200 Pennsylvania Avenue, N.W. (2822T), Washington, DC 20460 (U.S. Postal Service Only), FAX: (202) 566-2147, E-mail: hq.foia@epa.gov. Only items mailed through the United States Postal Service may be delivered to 1200 Pennsylvania Avenue, NW. If you are submitting your appeal via hand delivery, courier service or overnight delivery, you must address your correspondence to 1301 Constitution Avenue, N.W., Room 6416J, Washington, DC 20001. Your appeal must be made in writing, and it must be submitted no later than 30 calendar days from the date of this letter. The Agency will not consider appeals received after the 30 calendar day limit. The appeal letter should include the FOIA number listed above. For quickest possible handling, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal." Please contact Frederick Hart at (734)214-4877 if we can be of further assistance.

Sincerely,

Byron Bunker, Director
Compliance Division
Office of Transportation and Air Quality

17. ~~There is no evidence or inference upon which the jury could find that Defendant Warren Mosler reasonably knew or should have known that the statement would induce others to not work with Plaintiff SEI~~. [DUPLICATE statement in Judge Delgado's Orders; thus will be removed from analysis]

17. There is **No Evidence Or Inference** that the Alleged Statement Actually Cause Others Not to Deal with Plaintiff SEI or Caused Damages.

TESTIMONY on topic of Claim-17

Trial Tr. James Todd Wagner testifying pg 1247 ln 11 – pg 1248 ln 5

Q -- I want to talk to you -- shift gears a minute about the defamation to the car.

You've -- ***there's been repeated testimony about a $700,000 price tag for the 2012 RaptorGTR***, correct?

A Yes.

Q Okay. ***What did it ultimately sell for?***

A $300,000.

Q Okay. Did you have any discussions with anyone as to why you couldn't get more than $300,000 for it?

A Yes. I mean, the side glass was broken. Who's going to buy a $700,000 car with the side glass broken?

Q Okay.

A And it was one of a kind. It had a special cut. There's no way. And of course I didn't have the money to go and, like, make molds and all that special cut. So that plus **all of the defamation. Everyone thought it was a fake.**

Trial Tr. James Todd Wagner testifying pg 1249 ln 22 – pg 1250 ln 4

Q Okay. You had sold Mosler vehicles in the past, correct?

A Yes.

Q Okay. ***Absent the derogatory statements made about the car, what level of confidence do you have that you would have been able to sell that car for 700,000?***

A 100 percent **I would have been able to sell ten of them easily**.

DOCUMENT on topic of Claim-17 (PL#105) My response to more defamation

> *NOTE: Within the article that is the topic of this response (to the Journalist);* ***Warren Mosler is attempting to sell an Ilegally-Built [truly fake] 2011 Mosler Photon for $489,000****. Part of Mosler's attempt to sell his [fake] supercar is stating again that the RaptorGTR isn't a Mosler.*

Gmail by Google

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

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

James Todd Wagner <j.todd.wagner@gmail.com> Fri, Nov 16, 2012 at 7:54 PM
To: Clifford Atiyeh <clifford.atiyeh@live.com>

Hi Cliff,

Fact error in the article:

I didn't design the new suspension for the Photon. Warren had contracted with a friend of his to do this work. The point of the mention is that even though I had nothing to do with the design, I was blamed for the poor performance compared to the 2009 MT900s's suspension (which I did design).

Comments in reply to statements made by Warren:

1) I never threatened to sue anyone, although I can imagine my refusal to sign the release that was presented to me could be interpreted as reserving the right to sue.

The portion of the story about the $100,000 that Warren strategically omitted is this: I had (and still have) a $100,000 deposit in place to buy Mosler Automotive. My first co-investor fell through, then Warren had agreed to a price with me in email form with another co-investor. When I asked for closing documents, there were two days of uncharacteristic silence.

Warren used my offer to force the hand of another bidder to get a higher price. Subsequently, Warren was insisting that I sign over Supercar Engineering's Intellectual Property and Distributorship Rights and also sign a full release which excludes me being able to get the $100,000 deposit back. As you can imagine, I objected.

On the phone, Warren said to me, "I won't do it, but S* is the type of guy who will sue you for anything. What you'll have to do is hire an attorney for $400/hr and defend yourself until you're broke. That's the way things work in America." At this time, I was certainly not in a financial condition to defend myself and was severely intimidated by this threat....but nevertheless I held my ground. I didn't sign away my company's rights. S* backed out.

I've demanded the $100,000 back numerous times.

See the attachments as backup to my comments above.

2) Regarding Warren's comments about my mental health; this is defamation.

***

Last comment: No one is happy about the fact that Warren's company didn't see the commercial success that the product deserved. The failure isn't my fault. It isn't his other employees' fault either. Even in the face of significant misfortune, Warren should have been fair to his people and adhere to his agreements.

So, it appears Warren owes both of us a hundred grand. Any bets on whether or not we'll see the money?

James Todd Wagner
President
Supercar Engineering, Inc.
[Quoted text hidden]

3 attachments

JUDGE

18. In this case, there is simply **no evidence or inference** that supports that the words themselves that Defendant Warren Mosler allegedly spoke to Matthew Farah were the **sole** cause of Plaintiff SEI's losses.

NOTE: There is no requirement for Plaintiffs to prove that Defendants' actions are the "sole cause" is proven for damages. This is a near impossibility in Defamation. ***Judge Delgado is inventing a higher standard****; to justify delivering victory to Defendants.*

NOTE 2: It took something POTENT to ruin the reputation of what was the highest power-to-weight hyperexotic on the market in 2011. Judge Delgado should present his alternate-reality vision: WHAT ELSE COULD HAVE POSSIBLY CAUSED THE SCENARIO WHEREBY NOT EVEN ONE CAR COULD BE SOLD?

NOTE 3: Since it is a given that the Trade Libel was ' a cause' for SEI's $400,000 loss (on the one vehicle) – the Court has an onus to identify the other causes…if it is to create the false-requirement that the Statements are the ONLY cause.

- ***There was no evidence presented by Defendants of claimed 'other causes' for SEI's losses.***

NOTE 4: Defendants have had 11 years to generate any "proof" that there were other [things] that generated SEI's losses, yet they came up with none.

TESTIMONY on topic of Claim-18

Trial Tr. Abby Cubey testifying pg 599 ln 5 – 21

Q When you say the stuff that's out there, what do you mean?

A There was a -- I believe there was an article about a burnt engine. I don't know exactly. I don't recall all of that, but this is just basing on what I remember. And the -- what -- **what it says out there that it's -- the car was fake, it wasn't Mosler**, and then he called me, and that's -- and he said that I will not pursue.

Q When you say it was -- the car was fake and it was not Mosler, it was not a Mosler car?

A Yes, I mean you can see **it's all over the Internet.**

Q Okay. Were you and/or any of your family members ever interested in investing in the company?

A Yes. We were going to invest half a million dollars. Yes.

Q Okay. Who is we?

A Me, my mom. My family overall.

Q Okay. And did your family have the means to invest that much money?

A Yes.

Q Okay. And what happened to your desire to invest in the company?

A It -- it's -- out of all the bad press there, I mean, we can't do it. It's just not good for us.

DOCUMENT on topic of Claim-18: (PL#4) Mosler, his VP, and his Office Manager all knew

NOTE: During Warren Mosler's DUMB-DEVIOUS "Terminate Todd" scheme that intended to destroy my reputation, while preserving the value of the RaptorGTR's reputation; insiders of MACC were going to issue a press release…but they eventually decided to simply let Wagner swing.

From: "Jill Wagner" <jwagner@moslerauto.com>
To: "Warren Mosler" <warren.mosler@gmail.com>
"Sylvia Klaker" <sklaker@moslerauto.com>
CC:
Date: 11/18/2011 11:40:38 AM
Subject: RE: press release

We were holding off until the new owner picked the name because the certifica
changed. Regardless we can issue a release without an official name. Changi
owner. It was the twin turbo setup at 838hp that Todd certified. However, he h
warranty due to his aftermarket mods. He signed a document to that affect ear

How is this…..
Mosler Automotive has achieved certification for its 2012 twin turbo model. Th
838 hp.
Mosler has been producing and distributing the world's top performance cars m
Mosler, continues to actively seek a managing partner. Contact Jill Wagner, M
Europe, at 44-1480-464-052.

Thank you,
Jill Wagner
GM and VP of Global Operations
Mosler Automotive
Phone: 561-842-2492
Fax: 561-844-7701

From: Warren Mosler [mailto:warren.mosler@gmail.com]
Sent: Friday, November 18, 2011 8:25 AM
To: Jill Wagner; Sylvia Klaker
Subject: press release

Jill,

did we ever do that press release for the completion of certification Todd's talking about?

Full version of PL#4 is below

From: "Jill Wagner" <jwagner@moslerauto.com>
To: "Warren Mosler" <warren.mosler@gmail.com>
"Sylvia Klaker" <sklaker@moslerauto.com>
CC:
Date: 11/18/2011 11:40:38 AM
Subject: RE: press release

We were holding off until the new owner picked the name because the certification name was done as Raptor GTR and that name was going to be changed. Regardless we can issue a release without an official name. Changing the name on the certification documents won't be hard for a new owner. It was the twin turbo setup at 838hp that Todd certified. However, he has performed other aftermarket mods to his "Cubey GTR". His car has no warranty due to his aftermarket mods. He signed a document to that affect earlier this year.

How is this…..
Mosler Automotive has achieved certification for its 2012 twin turbo model. The car features a newly styled rear bumper with single tail lights and boasts 838 hp.
Mosler has been producing and distributing the world's top performance cars manufactured US road legal for over twenty years. The owner, Warren Mosler, continues to actively seek a managing partner. Contact Jill Wagner, Mosler CFO, for details at 561-842-2492 or Martin Short, CEO of Mosler Europe, at 44-1480-464-052.

Thank you,
Jill Wagner
GM and VP of Global Operations
Mosler Automotive
Phone: 561-842-2492
Fax: 561-844-7701

From: Warren Mosler [mailto:warren.mosler@gmail.com]
Sent: Friday, November 18, 2011 8:25 AM
To: Jill Wagner; Sylvia Klaker
Subject: press release

Jill,

did we ever do that press release for the completion of certification Todd's talking about?

If not, we should do one right away.

Please send me a draft to edit, thanks

--
Because we fear becoming the next Greece, we continue to turn ourselves into the next Japan

'The 7 Deadly Innocent Frauds'
http://www.moslereconomics.com/2009/12/10/7-deadly-innocent-frauds/
"The most important book ever written"- Elizabeth O'Tool, Jan 8, 2011

The 1998-2001 budget surplus was the longest surplus since the 1927-1930 surplus. Coincidence?

The financial sector is a lot more trouble than it's worth.

www.moslereconomics.com
http://twitter.com/wbmosler

Valance Company, Inc.
5013 Chandlers Wharf, Suite 2
Christiansted, USVI 00820

Office phone: 340 692 7710 (fax 7715)

19. There is **no evidence or inference** that supports that anyone heard the words that Defendant Warren Mosler allegedly spoke to Matthew Farah much less that those words specifically cause Matthew Farah to publish anything that then caused anyone to not deal with Plaintiff SEI or cause Plaintiff SEI damages. Accordingly, judgement notwithstanding the verdict is appropriate.

- *NOTE: This is perhaps the most absurd of the 22 claims of "No Evidence Nor Inference." There was EXTENSIVE testimony from Matt Farah himself that he both called Warren Mosler and HEARD Warren Mosler.*

- *NOTE 2: Judge Delgado is attempting to establish a* ***PRECEDENT whereby all defamation law becomes irrelevant.***

TESTIMONY on topic of Claim-19

Trial Testimony, Warren Mosler testifying pg 881 ln 6 - 12

6 BY MR. ZAPPOLO:
7 Q What about conversations with Matt Farah?
8 A So that last thing wasn't the question then?
9 Q Did you -- did you tell Mr. Farah that
10 Mr. Wagner was not a distributor of Mosler products?

11 A I don't know.· If you've got that document,

12 **let me read it and see what I actually told him**, what he

Trial Testimony, Matt Farah testifying pg 1103 ln 19 – pg 1104 ln 10

Q Page 52. All right. Would you agree with me that on or about November 15, 2011 at 6:10 p.m., you had reached the conclusion that Mr. Wagner was a con man?

A Yes.

Q Okay. And then when we flip forward, you actually had conversations with Mr. Mosler, correct?

A Yes, I did have a conversation with Mr. Mosler -- one.

Q Okay. And he said -- and he confirmed that the twin-turbo conversion to the RaptorGTR Mosler 900S will not pass emissions and is not certifiable for public sale, correct?

A That -- yeah. I mean, again, I don't recall some of the more specific details of that conversation, but if I wrote that, that's what he told me at the time. My memory would have been very fresh then, so I would say that if I said that, then I would stand by it now.

20. *[Discussion about single-action rule (which was already handled and settled because there are two different Plaintiffs)], then Judge Luis Delgado's statement:* Due to the foregoing this Court find that there is **no evidence or inferences** that support Plaintiffs' positions, or the jury's findings, which respect to both claims and therefore, Judgement Notwithstanding the Verdict is appropriate ***as to both claims***.

NOTE: Of all the statements from Judge Delgado that are vigorously-biased in favor of the multibillionaire Defendant; this is the second-most-absurd. Essentially, this states that since there are two causes of action on one statement of Defamation; that NEITHER can be awarded upon.

FURTHER ABSURDITY: There are two different Plaintiffs, so it is fully valid for each Plaintiff to have been damaged (in different ways). The above is the most damning proof that Judge Luis Delgado isn't acting as an indifferent referee; but rather as an ADVOCATE for Defendants.

BELOW ARE FROM MOTION FOR NEW TRIAL ON $100M+ COUNTS REMOVED MID-TRIAL

21. There is **no evidence nor inference** [in a light most advantageous to Plaintiffs] whereby the Jury could find for Plaintiffs on the 25-Year Exclusive Distributorships in China and Thailand.

TESTIMONY on topic of Claim-21:

Trial Testimony, James Wagner in cross-examination; pg 1372 ln 22 – pg 1373 ln 5

22· · · · Q· · Let's look at this email, November 16, 2010.

23· ·So Mr. Mosler says "with a few changes attached," he's

24· ·referring to changes to the distributorship agreement,

25· ·right?

1· · · · A· · Yes.· Yes, this is --

·2· · · · Q· · And so now --

·3· · · · A· · **Mr. Mosler is a co-scrivener** --

·4· · · · Q· · Hold on.

·5· · · · A· · -- **on the distributorship agreement**.

Trial Testimony, James Wagner in cross-examination; pg 1699 ln 11 – 23

11· · · · Q· · And you wrote in this email that it was the

12· ·fabricated news about you suing Mosler which was causing

13· ·you a problem in getting hired, correct?

14· · · · A· · And all of the stuff.· It was holistically

15· ·that I'm a con artist and the whole suing Mosler

16· ·precipitated from Benjamin Greene thinking that I'm

17· ·lying and so I'm going to sue him.

18· · · · · ·So all of this precipitated from Mr. Mosler

19· ·and the people who work for him all stating the same

20· ·thing, that the RaptorGTR is a fake and I'm not a

21· ·distributor, so they all -- everyone -- all these

22· ·journalists believed what he's saying, they think I'm a

23· ·con artist.

Trial Testimony, James Wagner testifying; pg 1157 ln 10 - 17

10· · · Q· · Within Exhibit Number 40, "The Truth About

11· ·Cars" article where Mr. Mosler stated the car will not

12· ·pass emissions and is not certifiable for public sale,

13· ·was that a true statement or false statement?

14· · · A· · That's a false statement.

15· · · Q· · Okay.· How do you know that's a false

16· ·statement?

17· · · A· · Well, because we have the EPA certification.

Trial Testimony, James Wagner testifying; pg 1160 ln 9 - 19

9· · · Q· · Okay.· With respect to the distributorship

10· ·contract that's in evidence, what was the requirements

11· ·about presenting the car to any media outlets?

12· · · A· · It was required to present the car in at least

13· ·one media outlet in China and Thailand.

14· · · · Q· · And when you did that -- by the way, is one of

15· ·those in evidence?

16· · · · A· · Yes.· It's sitting right over there.

17· · · · Q· · Oh, okay.

18· · · · · · ·You may recall that I'm showing you now the

19· ·Asia Release News Service

Trial Testimony, Warren Mosler testifying; pg 930 ln 4 – 11

4· · · · Q· · -- you entered into a contract for

5· ·Mr. Wagner's company, Supercar Engineering, to be a

6· ·***distributor of the vehicles that you anticipated***

7· ·***producing,*** and he was going to distribute them in China

8· ·and Thailand, correct?

9· · · · **A· · We entered into a contract for him to try and**

10· ·**sell** it and feel protected that I wasn't going to cut

11· ·him out, which I didn't do.

Trial Testimony, Warren Mosler testifying; pg 931 ln 1 - 4

1· · · · Q· · Okay.· Then we have ***"Forfeit of exclusive***

2· ·***distribution rights."***· You never declared Supercar

3· ·Engineering in breach of this agreement, did you?

4· · · · A· · **I don't have a recollection of doing that.**

Trial Testimony, Warren Mosler testifying; pg 931 ln 21 – pg 932 ln 14

21· · · · Q· · Okay.· "SEI will forfeit its exclusive

22· ·distribution rights in China and Thailand immediately

23· ·upon failure to perform any of the terms 2 through 6 in

24· ·paragraph A, ***provided*** that MACC has fulfilled its

25· ·obligation to supply vehicles as described in paragraph

·1· ·B."

·2· · · · · · ·Since MACC didn't supply any vehicles, that

·3· ·paragraph can't come into effect, can it?

·4· · · · A· · Why not?

·5· · · · Q· · Well, it says provided how -- ***provided***, right?

·6· · · · A· · Yeah.

·7· · · · ***Q· · So the requirement for paragraph 1 to act as a***

·8· ·***forfeit of SEI's distribution rights would be that MACC***

·9· ·***has fulfilled its obligation to supply vehicles.***

10· · · · A· · Well, a couple of things.· Todd was in charge

11· ·of sales and production, so he's on both sides of this.

12· ·You know, and we didn't produce anything because we

13· ·didn't sell anything.· If he had any orders, he would

14· ·have built the cars and delivered them.

NOTE: "Todd being in charge of sales **AND PRODUCTION**" is a flat lie. Todd was laid off from MACC on January 7, 2011. That was just 2 months after the Exclusive Distributorship Agreement was signed. The truth is that Mosler chose to lay off the majority of the persons who could have built vehicles right after Christmas 2010 – Testimony on this follows.

Trial Testimony, James Wagner in cross-examination; pg 1559 ln 24 – pg 1560 ln 7

24· · · · Q· · Okay.· Let's start here on line 5.· Actually,

25· ·let's start here on line 12.· It writes "Anyway, in

·1· ·2011, **beginning of January 2011 I was laid off**.· Warren

·2· ·wanted Supercar Engineering to continue working to

·3· ·finish the certification of the RaptorGTR.· Warren

·4· ·Mosler paid Supercar Engineering only in terms of

·5· ·credits toward the purchase of the RaptorGTR --

·6· · · · · · ·"Question:· Okay.

·7· · · · · · ·"Answer -- that year.

THEREFORE, there was no contractual mechanism whereby SEI could lose Exclusivity within the 25-year Exclusive Distributorships in China and Thailand. Even if SEI did lose "Exclusivity"; the obligation to supply 3 vehicles per year to SEI remained a valid term of the contract. MACC breached by not producing the vehicles. Warren Mosler breached via the extensive Defamation and Trade Libel campaign he was waging for the PROFIT MOTIVE of wiping out SEI's exclusive distribution rights.

Judge Luis Delgado had to <u>ignore the plain language</u> of the contract and extensive evidence in order to **deliver the win** to the multibillionaire Defendants.

<u>DOCUMENTS on topic of Claim-21:</u> (**PL#5**) Invoice for RaptorGTR and Exclusive Distributorships of Mosler Products in China and Thailand → as a combined / part-in-parcel purchase.

MOSLER AUTOMOTIVE

2391 Old Dixie Highway
Riviera Beach, FL 33404
(561) 842-2492

Invoice

Date	Invoice #
8/17/2010	1376

Bill To
Supercar Engineering, Inc. 3021 Alcazar Place #305 Palm Bch Grdns, FL 33410

Item	Description	Amount
	Chassis 55 (old 32) purchase and exclusive distributorship of Mosler Vehicles in Thailand and China	0.00
MT900S Auto	Chassis 55	92,605.00
Distributor Discount/Co...	Chassis 36 Commission	-9,815.00
Distributor Discount/Co...	Chassis 58 Commission	-3,905.10
Distributor Discount/Co...	Chassis 67 Commission	-3,924.10
Distributor Discount/Co...	Reimbursement for $ paid to MACC glass shop employees (SEI project that MACC took over)	-1,575.00
Distributor Discount/Co...	Chassis 36 Commission - $478 x 11 payments	-5,258.00
Distributor Discount/Co...	Chassis 36 Commission - for March payment	-478.00
Distributor Discount/Co...	January - 3 weeks	-4,326.92
Distributor Discount/Co...	February - out 1 week plus 12.50 hrs * see note below	-3,894.24
Distributor Discount/Co...	March - 4 weeks	-6,388.04
Distributor Discount/Co...	April - 2 weeks	-3,090.66
	1st Deposit received 6/8/2010 - $10,000.00 - check #021498 2nd Deposit received 8/17/2010 - $30,231.67 - check #021778 3rd Deposit received 9/1/2010 - $1,714.85 - check #1396 4th Deposit received 9/30/2010 - $1,714.85 - check #1401 5th Deposit received 11/5/2010 - $1,714.85 - check #1405 6th payment via reimbursement 12/03/2010 - ($1,575.00) plus $139.85 - check #1407 7th payment via commission ($5,258) received 01/04/11 applied to Jan/Feb/March payments with remaining 113.45 applied to April's payment. New balance due in April: $1,601.40 8th Deposit received 03/11/2011 - $7,714.85 - check #1412	
	Add On's	
Optional Equip	K&N Filters RC-5126 Universal Chrome Filter 2 @ $46.99 + $6.11 tax	100.09

JUDGE

(more) TESTIMONY on topic of No-Evidence-Claim-21: Mosler attempting to convince the jury that the RaptorGTR wasn't actually a RaptorGTR, but was instead "Todd's Car".

NOTE: Between Warren Mosler and his paid-employee, Sylvia Klaker, they stated the words "Todd's Car" 14 times at trial….and ***they tried as hard as they could to NOT say "RaptorGTR".***

Trial Transcript, Warren Mosler testifying; pg 671 ln 18 - 22

18· · · · Q· · What did the company call the car when it was

19· ·sold to Supercar Engineering, Inc.?

20· · · · A· · **Todd's car.**

21· · · · Q· · What did the Bill of Sale say?

22· · · · A· · I'd have to take a look at it.

Trial Transcript, Warren Mosler testifying; pg 681 ln 8 - 16

·8· · · · Q· · Mr. Mosler --

·9· · · · A· · Yeah.

10· · · · Q· · -- let's talk specifically about the 2012

11· ·RaptorGTR.

12· · · · **A· · Todd's car?**

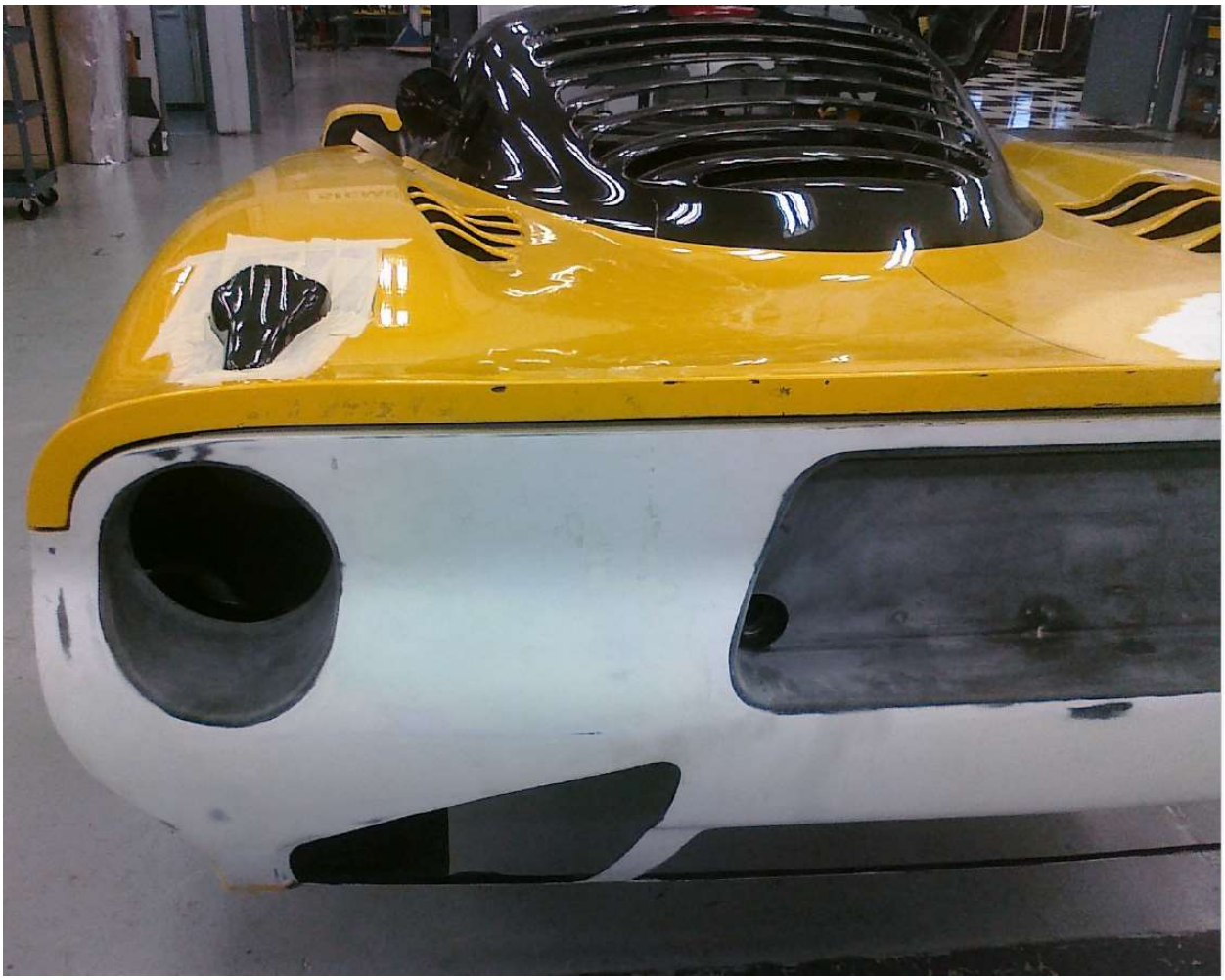
13· · · · Q· · Yes.

14· · · · A· · Okay.

15· · · · Q· · SEI's car, right?

16· · · · **A· · Todd.**

DOCUMENTS on topic of Claim-21: (**PL#3**) RaptorGTR #001 in-build within the MACC factory, with the model-specific single tail lights integrated into the bumper. See also following testimony.



Trial Transcript, Warren Mosler testifying; pg 686 ln 16 - 16

16· · · · Q· · I'm going to show you what's been marked as

17· ·Plaintiffs' ***Exhibit Number 3 in evidence***.

18· · · · A· · Yeah.

19· · · · Q· · Do you recognize that document?

20· · · · A· · Yes.

21· · · · Q· · That photograph?

22· · · · · · ·Okay.· And what's that a photograph of?

23· · · · A· · Can you show this to the jury?

24· · · · Q· · We can, but I'm just asking you first.

25· · · · A· · That's **a car in the shop**.

·1· · · · Q· · Okay.· Do you know what car that is?

·2· · · · A· · I saw that it was -- it could be anyone, but

·3· ·that looks to me like the same **Todd's car**.

·4· · · · ***Q· · That's the 2012 RaptorGTR while it's in***

·5· ·***progress of being built, correct?***

·6· · · · **A· · Right.**

DOCUMENTS on topic of Claim-21: (**PL#47**) RaptorGTR #001 Completed; photographed behind MACC factory in front of storage containers owned by MACC. See also testimony that follows.

Trial Transcript, Warren Mosler testifying; pg 690 ln 16 - 16

5· · · · ***Q· · You were here yesterday.· Ms. Klaker said she***

·6· ·***couldn't identify that car.·*** Can you identify that car?

·7· ·Without showing it to the jury, sir.

·8· · · · A· · Sorry.· Yeah, that **looks like Todd's car.**

·9· · · · Q· · Okay.· And do you recognize the background?

10· · · · A· · Yes.

11· · · · Q· · Okay.· And what's that background?

12· · · · A· · That's the shop.

13· · · · Q· · Okay.· ***That's in the back of the Mosler Auto***

14· ·***Care Center shop?***

15· · · · **A· · Yes.**

16· · · · Q· · And that's the completed ***2012 RaptorGTR***,

17· ·***correct?***

18· · · · A· · Well, I don't know if it's completed, but it's

19· ·**Todd's car**.

22. There is **no evidence nor inference** [in a light most favorable to Plaintiffs] whereby the Jury could decide that the statement to Car & Driver journalist, "He is nothing. He has some serious mental problems…" **was defamatory** [not stated as PURE opinion].

NOTE: Evidence that Judge Delgado was intent upon throwing out this most-valuable element of the lawsuit is this: When presented with an affidavit from an English & Philosophy PhD illustrating that the grammatical structure of the defamatory statement was FACTUAL (there is no "opinion" structure); **Judge Delgado simply threw out that evidence.**

DOCUMENTS on topic of No-Envidence-Claim-22: (PL#19) written to a potential business partner of Wagner five (5) days after the Car & Driver defamation was published.

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 hearing from me.
>
> 1) Please tell me who Supercar Engineering, Inc. is, and the full nature of their interaction with your company as well as any inconnection involving 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. Unfortunately he 'snapped' a few years ago and is fundamentally irrational now.

> Sylvia and I spoke about this a bit, and obviously there is much bad press between you and Todd Wagner -- especially surrounding the RaptorGTR, which, honestly I have great interest in producing. I apologize for starting here, but this is the big issue on hand, as I do not want to purchase, invest millions, and get sued. I would rather know now if there is any relevant claims and just buy them off. Please be specific.

As above. No legal ties that I know of.

> 2) Did Mosler purchase big ticket items such as engines, transmissions, and steering columns (the later from Subaru if I remember correctly) through direct agreements with vendors?

Sylvia would know that. We most often got 'dealer prices' by buying through Chevy dealers, and our buyer shopped and negotiated continuously for better prices.

> If not how were they purchased, if so is there a written purchase agreement.

Sylvia will have that for you if there's anything there to know.

PARTIAL BLOW-UP OF Plaintiffs Exhibit #19:

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

DOCUMENTS on topic of No-Envidence-Claim-22: (PL#14) Mosler **doubling-down** in effort to firmly convince a business partner of Wagner's that WAGNER IS INSANE / UNSTABLE / SNAPPED.

Nov 20, 2012, at 2:26 PM, Warren Mosler <warren.mosler@gmail.com> wrote:

On Tue, Nov 20, 2012 at 3:21 PM, <mark@scorpionmotorsports.com> wrote:
> Todd claims that in 2004 SEI was contracted and that regular pay checks were given to SEI. This seems to be the basis for this IP claim. Was any check written to SEI prior to 2011?

Maybe, Sylvia can check. Todd may have wanted to get paid that way. I moved to St. Croix in 2003 and don't recall those details.

I'm not saying SEI doesn't exist, just that I owe it nothing.
Todd snapped around the time he lent a guy named Lew something $100,000 to make a non refundable deposit to buy Mosler with 60 days to close. We all told Todd not to do it, that Lew was bogus, but he wouldn't listen to anyone. Lew never did close, he was a total fraud as we warned Todd, and now Todd claims it's his $100,000 deposit and he's on a mission to get it back.

Warren

PARTIAL BLOW-UP OF Plaintiffs Exhibit #14:

I'm not saying SEI doesn't exist, just that I owe it nothing.
Todd snapped around the time he lent a guy named Lew something $100,000
close. We all told Todd not to do it, that Lew was bogus, but he wouldn't listen

DOCUMENTS on topic of No-Envidence-Claim-22: (Plaintiffs Exhibit #60)

From: "Warren Mosler" <warren.mosler@gmail.com>
To: "Grunes, Ian" <ian@rossioncars.com>
CC: "Alan Richard Simon" <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, and his lawyer should know it