IN THE CIRCUIT COURT, 19^{TH}
JUDICIAL CIRCUIT, IN AND FOR
MARTIN COUNTY, FLORIDA

CASE NO.:
DIVISION:

JAMES TODD WAGNER
Plaintiffs,
vs.

WARREN MOSLER, AVM, L.P, and III CAPITAL MANAGEMENT

Defendants.
_______________________________________/

AFFIDAVIT OF JAMES TODD WAGNER ON THE MULTIPLE FRAUDULENT ACTIONS OF FRAUDULENT-INDUCEMENT BY WARREN MOSLER, PARNER OF AVM, LP AND III CAPITAL MANAGEMENT

I, James Todd Wagner ('JAMES'), am providing this Affidavit to communicate sworn testimony and admitted-without-objection trial exhibits from a 2012-LAWSUIT that went to trial in May 2023 ('2023-TRIAL). A defendant in the 2023-TRIAL and this present 2025 lawsuit is Warren B. Mosler ('MOSLER').

Paragraphs preceded by a number are text written by James Todd Wagner, and sworn to within this Affidavit. Other data included on this Affidavit are sworn testimony and admitted Plaintiffs' Exhibits, which will be listed in the shorthand PL#XX meaning Plaintiffs' Exhibit #XX. JAMES swears to the accuracy of all evidence contained within this Affidavit.

For ease of reading, snips of 2023-TRIAL exhibits will be used in some places. Whenever snips are used, the full PL#XX will be included after the snip(s).

In this Affidavit, I will refer to myself as JAMES and "I" / "me" interchangeably.

Warren Mosler depo #1 February 10, 2016 pg 114 ln 23 – pg 115 ln 10

BY MR. ZAPPOLO:

Q. I'm showing you what's been marked as Exhibit No. 12 to your deposition.

Do you recall that e-mail?

A. 2011. I made the first offer, giving you a chance to beat the offer. Doesn't make any sense --

MR. REINBLATT: You want him to read it out loud or --

MR. ZAPPOLO: No, he can read it to himself.

BY MR. ZAPPOLO:

A. This is October 11, 2011. This is a year before Todd had a deposit with me. Was that for the car or was that for the company? I don't remember the exact

1. The above testimony by MOSLER includes the Freudian-slip that the deposit was from "Todd". James Todd Wagner went by his middle-name, "Todd" prior to the defamation and trade libel that was delivered by MOSLER to journalists and business partners in 2011-2013.

2. MOSLER's testimony is a "Freudian-slip" [accidentally stating the truth], because MOSLER relentlessly claims that the $100,000 deposit was from a con-artist team who uses the pseudonyms "Lew Lee", "Ralph T.A. Lew-Lee", "Lew Lew-Lee", and others.("LEW-LEE-CON-TEAM"). MOSLER had convinced the LEW-LEE-CON-TEAM to execute confidential-by-decree documents that the LEW-LEE-CON-TEAM would provide a "non-refundable" deposit of $100,000 after MOSLER knew JAMES was going to be providing a "refundable" deposit on the same date.

3. From 2016 through 2023, MOSLER has sworn in depositions and swore in front of the jury, that JAMES's $100,000 refundable deposit was instead the LEW-LEE-CON-TEAM's non-refundable $100,000 deposit.

4. The remainder of this Affidavit will be in Chronological Order starting on May 2011 when MOSLER offered refundability terms for JAMES's prospective $100,000 deposit toward the purchase of MACC [for $1,000,000 inclusive of 3 used 2004 Mosler MT900s vehicles to be stripped down to common parts and rebuilt as 2012 Mosler RaptorGTR vehicles].

5. April 1, 2011: MOSLER signs a non-circumvent agreement titled "Exclusive Investment Brokering Agreement" that indicates any prospective MACC buyer or MACC investor that JAMES cultivates cannot purchase MACC direct with MOSLER (cutting JAMES out). This document was presented to the jury as PL#59, following:

EXCLUSIVE INVESTMENT BROKERING AGREEMENT

1 April 2011

This Agreement between Warren Mosler ('Warren') and J. Todd Wagner ('Todd') grants Todd and the corporation that Todd represents, Mosler Supercars, Inc. ('MSI'), exclusive rights to purchase Mosler Auto Care Center ('MACC') assets on behalf of any investor that Todd or MSI presents to Warren or MACC. Warren nor MACC may sell MACC assets directly to any investor whom MSI or Todd introduces to Warren.

This Exclusive Investment Brokering Agreement terminates December 31, 2011.

Agreed by:

Warren Mosler
CEO/Owner
Mosler Auto Care Center
DBA: Mosler Automotive

J. Todd Wagner
CEO
Mosler Supercars, Inc.

6. May 2, 2011 @3:41pm; Warren Mosler writes to James Todd Wagner within PL#57:

> The deposit can be refundable if someone else buys the company.

7. May 2, 2011 @3:55pm; JAMES replies to MOSLER to confirm the offer of refundability.

8. May 2, 2011 @4:55pm; MOSLER confirms the refundability terms to JAMES within PL#57.

From: **Warren Mosler** <warren.mosler@gmail.com>
Date: Mon, May 2, 2011 at 4:55 PM
Subject: Re: Signing the Asset Purchase Agreement
To: "J. Todd Wagner" <mt900supercar@gmail.com>

On Mon, May 2, 2011 at 3:55 PM, J. Todd Wagner <mt900supercar@gmail.com> wrote:

> I'll ask if they are willing to pay 200k for that car.
>
> So I understand you fully, the 100,000k gives is 3 months of exclusivity (as opposed to 4 months), and becomes refundable circumstances:
>
> A) MSI does not close within the 3 months; and

no

> B) Another party purchases the MACC assets after the 3 month period.

yes

> Am I understanding correctly?
>
> Todd
>
> Sent from my Palm Pre on the Now Network from Sprint

9. May 2, 2011 @4:56pm; MOSLER forwarded the terms of refundability to MOSLER's co-officer of MACC, Jill Wagner ('MACC-VP') to ensure MACC-VP was aware of this contract associated with the sale of MACC.

From: "Warren Mosler" <warren.mosler@gmail.com>
To: "Jill Wagner" <JWagner@moslerauto.com>
CC:
Date: 5/2/2011 4:56:03 PM
Subject: Fwd: Signing the Asset Purchase Agreement

10. MOSLER's testimony about PL#57 to the jury follows:

<u>Trial Testimony, Warren Mosler testifying pg 787 ln 3 -13</u>

Q The significance of this document is that you forwarded that email string to Jill Wagner, the vice president of the company at the time, didn't you?

A Okay.

Q Right?

A Yeah.

Q That's because you wanted Ms. Wagner to understand --

A To be up-to-date.

Q -- the terms of the agreement, right?

A Right, right, right.

11. *<u>NOTE</u>: This testimony from MOSLER and the AGREEMENT that was admitted without objection, PL#57, was declared by Judge Luis Delgado [at MOSLER's behest] to be **"no evidence nor possible inference in a light most favorable to Plaintiffs"**.*

12. Complete PL#57 follows:

From: "Warren Mosler" <warren.mosler@gmail.com>
To: "Jill Wagner" <JWagner@moslerauto.com>
CC:
Date: 5/2/2011 4:56:03 PM
Subject: Fwd: Signing the Asset Purchase Agreement

---------- Forwarded message ----------
From: **Warren Mosler** <warren.mosler@gmail.com>
Date: Mon, May 2, 2011 at 4:55 PM
Subject: Re: Signing the Asset Purchase Agreement
To: "J. Todd Wagner" <mt900supercar@gmail.com>

On Mon, May 2, 2011 at 3:55 PM, J. Todd Wagner <mt900supercar@gmail.com> wrote:

> I'll ask if they are willing to pay 200k for that car.
>
> So I understand you fully, the 100,000k gives is 3 months of exclusivity (as opposed to 4 months), and becomes refundable upon the following circumstances:
>
> A) MSI does not close within the 3 months; and

no

> B) Another party purchases the MACC assets after the 3 month period.

yes

> Am I understanding correctly?
>
> Todd
>
> Sent from my Palm Pre on the Now Network from Sprint

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On May 2, 2011 3:41 PM, Warren Mosler <warren.mosler@gmail.com> wrote:

On Mon, May 2, 2011 at 11:27 AM, Todd Wagner <mt900supercar@gmail.com> wrote:

> Hi Warren,
>
> I'm flying back to LA in a couple hours. There is a 70% chance that I'll come back with the $100,000 check in-hand when I return the followng Tuesday. If not on that day, then 99% certainty by the end of that week.
>
> I've made all of the changes that you requested, with the exception of the $100,000 non-refundable deposit giving MSI exclusivity for 4 months instead of 3 due to the expectation that it will take the full 4 months for the remainder.

The deposit can be refundable if someone else buys the company.

> To improve cash-flow during this time, I've asked my investor to purchase one of the cars out of the MSI deal after the $100,000 is deposited. The black supercharged car (part of the MSI deal) will be bought for $150,000. The cash can come direct to you, as a second deposit into the purchase of the assets listed in the Asset Purchase Agreement. This amount is also non-refundable of course.

that car costs 200,000 thanks.

> Is this OK with you? If so, please sign/scan/email the signature page back to me asap.
>
> --
> Cheers,
> J. Todd Wagner
>
> Confidentiality Notice: This document, including all intellectual property, data and attachments, is for the sole use of the intended recipient(s) and contains confidential and privileged information.
> Mosler Automotive (and assigns) shall vigorously pursue all effective legal remedies including severe civil damages and criminal penalties against any unauthorized review, use, disclosure, reproduction, replication or distribution, which is strictly prohibited under Title 17 U.S.C, Digital Millennium Copyright Act (DMCA), and World Copyright Treaty (WIPO / WCT)

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Because we believe we can be the next Greece, we continue to work 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 1997-2001 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)

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Because we believe we can be the next Greece, we continue to work to turn ourselves into the next Japan:

'The 7 Deadly Innocent Frauds'

13. June 3, 2011: Mosler agreed not to circumvent me.

14. June 3-4, 2011: **MOSLER immediately circumvented me**, and attempted to sell MACC straight to my prospective-investor (before either of us knew "Lew Lee" was a con-artist). MOSLER continues to Spoliate his phone records, but the email chain shows that MOSLER called "Lew Lee" at this time.

15. June 7, 2011: MOSLER and "Lew Lee" generate their first SECRET DOCUMENT (cutting me out).   I obtained the below document 2 years after-the-fact, and only by having to threaten the LEW-LEE-CON-TEAM with a lawsuit, unless they didn't show me what they had secretly executed with MOSLER. MOSLER objected to this document at trial, because MOSLER hadn't signed it.

16. June 28, 2011: I made MOSLER aware that I was wiring the $100,000 refundable deposit the next day.

17. June 28-29, 2011: MOSLER secretly colluded with the LEW-LEE-CON-TEAM to sign a SECRET 'Letter of Intent' that included a clause to prohibit me from knowing about the secret-LOI.   This secret-LOI stated a $100,000 deposit from the LEW-LEE-CON-TEAM would be nonrefundable.

18. June 29, 2011; I wired in the $100,000 deposit [falsely thinking that since MOSLER manages a multi-billion-dollar Hedge Fund, he could be trusted]. MOSLER's testimony about receipt of the wire from ME follows:

19. June 30, 2011; the very-next-day, MOSLER has already broken the 3-months of exclusivity.   This indicates Fraudulent Inducement, since MOSLER didn't even attempt to honor the agreement…what did the $100,000 at-risk benefit JAMES? Nothing.

20. Approx September 4, 2011; The first block of my use of the $100,000 deposit came in the form of MOSLER gifting the 3 of 2004 Mosler MT900s vehicles to his friends, family, and financial partners. Thus MOSLER's Tax Evasion scheme went hand-in-hand with MOSLER's Fraudulent Inducement of me.

21. MOSLER did not inform me of the sale of the 3 finished Mosler Products that I had already put a $100,000 deposit down to purchase.

22. I discovered the secret-disposal of MACC-assets verbally via speaking to MACC-VP.

23. MOSLER has proven his Fraudulent Inducement via relentlessly refusing to return the $100,000 deposit and via from the day after accepting the $100,000 maneuvering to steal the money by numerous deceptions outlined in the Complaint that references this Exhibit "N".

FURTHER AFFIANT SAYETH NAUGHT.

____
James Todd Wagner, individually and
As 100% owner of Supercar Engineering, Inc.

STATE OF FLORIDA
COUNTY OF MARTIN

Before me, the undersigned authority, by means of ☐ physical presence or ☐ online notarization, on this day personally appeared JAMES TODD WAGNER, in his individual capacity an well as authorized agent of SUPERCAR ENGINEERING, INC. who is ☐ personally known to me or ☐ produced a Florida Drivers License who executed the foregoing instrument, attesting that the facts herein are true and who did take an oath.

SWORN TO and SUBSCRIBED before me this ________ day of February, 2025.

NOTARY PUBLIC, State of Florida

____

(SEAL)

____

(Print Name)

My Commission No: _______________________

24.