

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

CELEC EP,

Plaintiff,

v.

PROGEN INDUSTRIES, LLC, et. al.,

Defendants.

Case No. 8:25-cv-03433-WFJ-SPF

**PLAINTIFF CELEC EP'S RESPONSE IN OPPOSITION TO THE PROGEN
DEFENDANTS' MOTION FOR PROTECTIVE ORDER [D.E. 149]**

Plaintiff ("CELEC") respectfully submits this Response in Opposition to the Motion for Protective Order filed by Defendants Progen Industries, LLC; Genertek Power Corp.; Genertek Power Industries, LLC; John B. Manning; W. Wade Manning; Andrew S. Williamson; and Two Lions Holdings, LLC (the "Progen Defendants") [D.E. 149] (the "Motion"), and, in support thereof, states as follows:

INTRODUCTION

The Progen Defendants' Motion is nothing more than a recycled version of its two prior failed motions for protective orders that this Court denied. *See* D.E. 67; D.E. 97; D.E. 111. When the Court denied those prior motions, it made clear that "the discovery Plaintiff seeks through the non-party subpoenas at issue is relevant and proportional to the needs of the case." D.E. 111 at 2. Nothing has changed. The subpoenas Progen challenges here are virtually the same as previous non-party subpoenas that this Court deemed "relevant" and "proportional." *See id.* The Progen Defendants offer no new arguments, no notable new legal authority, and

no materially new facts that would justify a different outcome. Their Motion should be denied for the same reasons this Court already identified.

What *has* changed—and what the Progen Defendants conspicuously omit—is the context in which this additional third-party discovery became necessary. CELEC served its First Request for Production on Progen on February 13, 2026. *See Exhibit A*. More than five months have passed. In that time, Progen has produced only a handful of documents (which were already in CELEC’s possession), and has made vague representations about a forthcoming “substantial production” which will supposedly be made by July 31, 2026. While waiting for Progen to fulfill its own discovery obligations, CELEC has had no choice but to pursue alternative avenues of discovery—namely, non-party subpoenas—because non-parties have been the only entities willing to timely produce meaningful information in this case. Progen cannot simultaneously refuse to produce discovery and then complain when CELEC obtains it from other sources.

The Progen Defendants label CELEC’s targeted discovery a “fishing expedition,” a “subpoena program,” and an “unprecedented” campaign of “harassment.” *See* Motion at 2, 4, 9. Not so. These hyperbolic characterizations misrepresent both the law and the facts. For this is not a simple breach of contract case where discovery of this nature would be disproportionate. Rather, this is a complex, multi-defendant fraud, RICO, and conspiracy case in which nearly \$110 million was stolen from the Government and People of Ecuador through a sophisticated scheme of bribery, misrepresentations, and money transfers spanning multiple countries and financial institutions. Tracing that money—transfer by transfer, institution by institution, recipient by recipient—is not a fishing expedition. It is not a “program.” It is not a

“campaign of harassment.” It is a legal necessity. The nine challenged subpoenas (the “Nine Subpoenas”) are directed at specifically-identified institutions and individuals who received funds from, provided services to, or conducted transactions with Defendants during the period of the alleged scheme. It is relevant, targeted, and proportional.

For these reasons and the reasons that follow, CELEC respectfully requests that the Court deny Progen’s hyperbolic and redundant Motion [D.E. 149] in its entirety.

BACKGROUND

A. The Nature of This Case

This is not a contract dispute. In its operative complaint [D.E. 128], CELEC alleges Progen and its co-conspirators executed a coordinated enterprise that exploited Ecuador’s 2024 national energy crisis to embezzle nearly \$110 million from the Ecuadorian people. The scheme involved forged bid documents, sham inspection reports, the procurement and repainting of used and non-functional generators passed off as new, and a systematic pattern of wire transfers designed to drain Progen’s bank accounts and place funds beyond CELEC’s reach. *See* D.E. 128.

The core fraud underlying this case is not genuinely disputed. Progen *does not deny* that it provided CELEC used, re-painted generators. *See* D.E. 141 at ¶ 52 (Progen’s Answer to Amended Complaint). This admission is telling, for Progen expressly agreed to provide CELEC with generators that were “*nuevos con cero horas de uso*”—new with zero hours of use. *See* D.E. 128, Ex. B at § 5.1 and Ex. E at § 5.

But Progen never actually intended to provide CELEC with “*nuevos*” (new) generators. It manipulated CELEC into awarding it the generator contracts while knowing it lacked the ability to manufacture, produce, or deliver new generators. *See gen.* D.E. 128. CELEC’s claims against the Progen Defendants accordingly encompass federal and state RICO violations, Florida’s Deceptive and Unfair Trade Practices Act (FDUTPA) violations, conversion, fraudulent transfer, and constructive trust. *Id.*

The financial trail of the nearly \$110 million that CELEC paid Progen for “*nuevos*” generators is not peripheral to these claims—it is central to every one of them. Proving the RICO pattern requires demonstrating predicate acts of wire fraud, including the specific transfers that moved CELEC’s funds through Progen’s accounts and into the hands of co-conspirators. Proving fraudulent transfer requires identifying the specific transferees who received CELEC’s funds and tracing the value transferred to them, including identifying whether those transferees are related to the Progen defendants. Proving conversion requires demonstrating what happened to CELEC’s funds after Progen received them. None of this can be done through party discovery alone, particularly where, as here, Progen has produced virtually nothing to-date.

B. Apollo Electric, Inc.’s Declaration

The Progen Defendants procured old, used generators and attempted to pass them off as new. This fact is corroborated by the affidavit of Kerry White, President of Apollo Electric, Inc., attached hereto as Exhibit B. Mr. White confirms that Progen acquired and sold CELEC old and used generators—not new ones. *See Exhibit B*.

C. Defendant Wade Manning's Deposition

In the absence of any meaningful document discovery, CELEC sought Defendant Wade Manning's deposition, which took place on July 24, 2026. His admissions are damning and show the urgency of the discovery that CELEC seeks. The complete transcript is attached as Exhibit C. Mr. Manning's admissions included the following:

- Progen submitted multiple false documents to CELEC to procure the Quevedo and Salitral contracts including: (i) four false certificates of experience, which purported to show Progen's experience on similar projects; (ii) a false certificate indicating that the generators were "zero hours"; and (iii) a false certificate indicating that Progen was the exclusive manufacturer of the engines in the generators. *See Exh. C* at 106–122.
- Progen never intended to build and deliver new generators to CELEC. Quite the opposite. The Progen Defendants procured old and used generators from Apollo Electric (in Houston) and from an Indian company; then removed electrical equipment and other pieces from the generators; then scrapped the original labels of the engines in the generators and replaced them with new labels purporting to show Progen was the manufacturer; and finally painted the generators and delivered them to CELEC to attempt to pass them off as new. *Id.* at 89–99.
- The generators were useless—they were never properly tested and did not even run on the specific type of fuel (heavy fuel oil) that the contracts required. *Id.* at 123.
- Most of the recipients of the CELEC funds that were deposited in Progen's account had nothing to do with the CELEC contracts. *Id.* at 181–201.
- Progen had never undertaken a project similar to the Quevedo and Salitral Contracts. The most it had done was deliver three defective generators to a client who then sued Progen in Texas and four defective generators to a customer in Africa who also complained. *Id.* at 77–85.
- Defendants John Manning and Andrew Williamson (described by Wade Manning as the leaders of the enterprise) have a history of setting up sham companies that fail after a few years, resulting in dozens of employees being left unpaid. *Id.* at 13–16.
- Several relatives of Defendants John Manning and Andrew Williamson are employed by or otherwise receive benefits from Progen including John Manning's

son-in law, wife and daughter, and Andrew Williamson's son. *Id.* at 51–52, 55-56, 58–59.

- Defendants John Manning and Andrew Williamson appear to have spent CELEC's funds in buying or building expensive real estate in Florida. John Manning and his wife are building an expensive home, and Andrew Williamson recently purchased property in cash. *Id.* at 166–179.

Mr. Manning intentionally and knowingly destroyed his individual text messages with his brother, Co-Defendant John Manning, as well as group text messages with John Manning, Andrew Williamson and other senior Progen executives. *Id.* at 26–30, 40–41.

D. The Discovery Landscape

CELEC served its First Request for Production on Progen on February 13, 2026. *See* Exh. A. Progen agreed to produce documents responsive to, among other requests, Request No. 5 (payments and financial transactions), Request No. 6 (communications regarding payments), and Request No. 9 (use and disposition of funds). That response is attached hereto as Exhibit D. To date, however, Progen has produced only a handful of documents already in CELEC's possession, and has represented a "substantial production" will supposedly be forthcoming on July 31, 2026—more than five months after CELEC's discovery requests were served. CELEC, by contrast, has complied with its discovery obligations, largely completing its productions. Progen hasn't.

Faced with Progen's prolonged silence, CELEC has had no choice but to engage in third-party discovery to obtain information Progen has refused to supply. The Progen Defendants cannot simultaneously stonewall CELEC's direct discovery requests and then complain when CELEC seeks to obtain that same information from specifically-targeted third parties—as it is plainly entitled to do under Rule 26.

The need for that third-party discovery is not speculative. The Regions production—obtained through a prior non-party subpoena to which the Progen Defendants raised no objection—reveals a troubling picture: the account into which CELEC’s payments were deposited for the generators was systematically drained through dozens of wire transfers and checks to entities and individuals inside and outside the United States, and now carries a balance of zero dollars. *See* D.E. 70 at Exh. C (Regions records). But the Regions Bank records tell only part of the story. They show what left the account and where it went; they do not explain *why* those transfers were made, *what* legitimate business purpose (if any) existed for them, *whether* those entities are related to the Progen Defendants, *what* the receiving entities did with the funds, or *what* assets those entities now hold. The Nine Subpoenas are designed to answer these questions.

E. The Progen Defendants’ Prior Motions for a Protective Order

The Progen Defendants have now filed not one, not two, but *three* motions for a protective order challenging CELEC’s third-party discovery. *See* D.E. 67, 97, 149. The first was denied. *See* D.E. 111 at 2. The second was denied. *See id.* And nothing in the present Motion distinguishes this case from the posture that existed when the Court denied the prior motions.

F. The Nine Subpoenas

The Nine Subpoenas at issue are directed to:

- (1) Standard Chartered Bank (New York) and (2) Edward D. Jones and Company, L.P. (the “Financial Institution Subpoenas”). These entities appear in the bank records that CELEC has obtained to date via third-party discovery as receiving funds from the Defendants or processing payments on their behalf.

- (3) Renewable Investment Corp.; (4) Via Energy Solutions LLC; (5) Kronos Saashr, Inc.; (6) Acrecent Financial Corporation; (7) Wonderland Escrow, Inc. Trust Account (the “Business Entity Subpoenas”). These entities appear in the bank records that CELEC obtained via third-party discovery as receiving funds or otherwise transacting with the Defendants. Kronos Saashr, in particular, appears to have received a significant part of CELEC’s funds. Also, at least one of these entities appears to be connected to the Progen Defendants (Renewable Investment) since it is represented by the same counsel representing the Progen Defendants.
- (8) Garrett K. Williamson and (9) Shane Lawlor (the “Employee Subpoenas”). Garrett is Andrew Williamson’s son and Shane Lawlor is John Manning’s son-in-law.

See Exhibit E. Each subpoena is directed to an entity or individual identified in the Regions Bank records as having received funds from Progen, having provided financial services to Progen, or having an employment or business relationship with Progen during the relevant period. Materially similar to the previous subpoenas that Progen unsuccessfully challenged, the Nine Subpoenas seek targeted categories of documents: payment records, account records, ownership/control information, employment/compensation information, and communications regarding the source and disposition of payments. *Id.*

As discussed below, these subpoenas seek relevant information, proportional to the needs of this case. *See* Fed. R. Civ. P. 26(b)(1) (permitting such discovery). The Court should deny this Motion [D.E. 149], as it denied the others, accordingly.

ARGUMENT

I. The Motion rehashes arguments this Court has already rejected.

When this Court denied the Progen Defendants’ first two motions for protective order, it found the “discovery Plaintiff seeks through the non-party subpoenas at issue is relevant and

proportional to the needs of the case.” D.E. 111 at 2. The Progen Defendants have not offered any new arguments. Progen should not be permitted “two bites at the apple.” *Prudential Sec., Inc. v. Emerson*, 919 F. Supp. 415, 417–18 (M.D. Fla. 1996) (internal quotation marks omitted). The Motion should be denied for the same reasons Progen’s prior motions were denied. *Cf. id.*; *Sierra Equity Grp. v. White Oak Equity Partners*, 687 F. Supp. 2d 1322, 1324 (S.D. Fla. 2009).

II. The Nine Subpoenas seek relevant, discoverable information.

Under Rule 26(b)(1), parties may obtain discovery regarding “any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case.” During discovery, relevance is construed “broadly.” *Nat’l Serv. Indus., Inc. v. Vafila Corp.*, 694 F.2d 246, 250 (11th Cir. 1982); *see Barry B. Roseman, D.M.D., M.D., Profit Sharing Plan v. Sports & Recreation, Inc.*, 165 F.R.D. 108, 110 (M.D. Fla. 1996); *Farnsworth v. Proctor & Gamble Co.*, 758 F.2d 1545, 1547 (11th Cir. 1985) (“The Federal Rules strongly favor full discovery whenever possible.”). “Information need not be admissible in evidence to be discoverable.” Fed. R. Civ. P. 26(b)(1).

Here, each subpoena seeks relevant information. Progen contends otherwise, but Progen’s argument assumes the very conclusion the subpoenas are designed to test. For the subpoenas seek documents sufficient to show the purpose of payments between the subpoenaed parties and Progen, whether any cross-ownership or control exists between those parties and Progen, and the ultimate disposition of funds that passed through Progen’s accounts during the alleged scheme. *See Exh. E*. These are not broad, untethered requests. They are targeted questions about specific relationships and specific transactions. For the subpoenaed entities and individuals were not selected randomly. Each appears in the Regions Bank records

as having exchanged significant sums of money with Progen during the period of the alleged scheme. That is not a fishing expedition. That is following the money. Below, CELEC addresses each subpoena in turn, explaining why they are necessary and relevant to this case.

A. The Financial Institution Subpoenas

Standard Chartered Bank (New York) and Edward D. Jones and Company, L.P. are financial institutions that appear in the Regions Bank production as recipients of, or participants in, financial transactions involving Progen or its principals. They are similarly situated to Bank of America (“BOA”) and American Express (“AMEX”)—non-party financial institutions that CELEC previously subpoenaed, Progen challenged, and this Court permitted. *See* D.E. 97; D.E. 105; D.E. 111.

The records sought from these institutions include account statements, transaction records, compliance reviews, and records of any holds or restrictions—all of which are directly relevant to CELEC’s claims under RICO and FDUTPA, as well as its fraudulent transfer, fraud, and conversion claims. *See* Exh. E at 1–4, 43–54 (Financial Institution Subpoenas). These records are not duplicative of AMEX and BOA’s prior productions, for BOA and AMEX are entirely distinct institutions with no overlap in account relationships or transaction history with Standard Chartered or Edward Jones—recipients whose records have not been obtained and whose role in the scheme remains unknown. Each institution therefore provides a distinct and non-cumulative window into Progen’s financial activity during the relevant period.

As CELEC has explained in prior briefing before this Court, *see* D.E. 70 at 16–17 and D.E. 105 at 5, the Regions Bank production shows only which funds entered and left the Progen account, in what amounts, and, generally, to (or from) whom.

The Progen Defendants cannot credibly claim that the information already obtained from Regions Bank is sufficient. For this Court already rejected that argument in denying Progen’s request to stop the BOA and AMEX subpoenas. [*See* D.E. 111]. Since then, CELEC has amended its complaint, adding a claim for fraudulent transfer, *see* D.E. 128, making the records even more pertinent. The entire premise of the fraudulent transfer and RICO claims is that Progen drained its Regions Bank account and moved funds to other financial institutions, corporate entities, and individuals. If the funds are not at Regions Bank—and the Regions records confirm they are not—then they must be somewhere else. Discovering where requires subpoenas to financial institutions other than just Regions Bank.

B. The Business Entity Subpoenas

The Business Entity subpoenas to Renewable Investment Corp., Via Energy Solutions LLC, Kronos Saashr, Inc., Acrecent Financial Corporation, and Wonderland Escrow, Inc. Trust Account are also relevant. Each subpoena seeks three categories of documents: (1) records of any contract or agreement between the subpoenaed entity and any defendant or CELEC; (2) payment records reflecting transfers to or from any defendant; and (3) records of ownership, membership, management, or control, in order to determine whether there is cross-ownership with any defendant. *See* Exh. E at 1–28, 55–59 (Business Entity Subpoenas).

The Progen Defendants characterize these entities as having “no connection” to this litigation. Motion at 9. But this characterization ignores what CELEC already knows from the

Regions Bank production: each of these entities received or sent funds from Progen's account during the relevant period. That fact alone establishes a connection sufficient to justify a subpoena. The Progen Defendants cannot simultaneously argue the Regions Bank records are the appropriate source for fund-tracing information and then resist discovery from the entities those records identify.

Progen contends that payments to Renewable Investment Corp. and Swift Funding—both curiously represented by the same attorneys as the Progen Defendants—are irrelevant because they purportedly relate to “loans” that Progen took out while Progen was working on the generator project (or immediately thereafter). But that argument actually demonstrates why these subpoenas are relevant, not why they should be blocked. The existence of loan obligations during the relevant period raises—rather than resolves—the questions CELEC is seeking to answer. If Progen was servicing debt while simultaneously receiving tens of millions of dollars in CELEC project payments, the questions that follow are obvious and necessary: Were CELEC's funds being used to service Progen's unrelated debt obligations? Was Progen insolvent, or rapidly approaching insolvency, at the time those transfers were made? Was Progen aware of its deteriorating financial condition even as it continued to receive—and drain—CELEC's payments? These questions are not tangential. They go to the heart of CELEC's claims. *See, e.g.*, Fla. Stat. § 726.105 (a transfer is fraudulent if made with actual intent to hinder, delay, or defraud creditors, or without receiving reasonably equivalent value while insolvent or while incurring debts beyond the transferor's ability to pay). Renewable Investment and Swift Funding's records bear directly on these questions.

Progen's characterization of Via Energy Solutions fares no better. Progen contends that Via does not possess "any knowledge" of this litigation. *See* Motion at 10. That representation is false. During a meet and confer with Via that took place before the instant Motion was filed, CELEC learned that Via actually does have knowledge of this case. That Progen makes a contrary representation to the Court—without verification—is itself reason to question its remaining relevance objections.

Progen's dismissal of the Kronos Saashr subpoena is equally unpersuasive. Progen characterizes Kronos as a mere "payroll service provider" and the records sought as "[o]rdinary payroll records" unworthy of discovery. *See* Motion at 11. The record tells a different story. The Regions records reveal that Progen wired substantial sums to or through Kronos Saashr during the relevant period—the same period in which the Regions account was being systematically drained of funds derived from CELEC. Those same records show that Progen was simultaneously making direct payments from that account to family members and associates of its principals, including the children of defendant Andrew S. Williamson and the children and spouse of defendant John Manning. This pattern raises an obvious and troubling question: if Kronos Saashr was Progen's payroll processor, why was Progen wiring funds directly to relatives of its principals rather than routing those payments through its own payroll provider? And why was Progen paying a payroll provider at all when its own employees were going unpaid?

The evidence on that point is not ambiguous. Defendant W. Wade Manning testified at deposition that he had not been paid by Progen since December 2025. A separate lawsuit, *Reed v. Progen et al.*, 8:26-cv-1354, confirms at least one other former Progen employee went

similarly unpaid for an extended period. *See Exh. F (Reed docket sheet)*. In short, Progen apparently did not pay its employees for the better part of a year—yet it continued wiring substantial sums to a payroll provider during that same period. Records from Kronos Saashr may reveal where those funds actually went and whether “payroll processing” was a legitimate business function or a mechanism to move and conceal money.

The subpoenas are also not duplicative or cumulative. Each subpoenaed entity is a distinct organization that appears independently in the Regions records as a recipient of transfers to or from Progen’s account. Not one was a subject of CELEC’s prior subpoenas. No records have been obtained through any other source. In sum, each subpoena targets a different entity, a different category of relationship with Progen, and a different set of questions about the disposition of CELEC’s funds. There is nothing cumulative about asking for discovery from different entities when the information sought is unique to each.

C. The Employee Subpoenas

The subpoenas directed to Garrett and Shane are individually targeted to their specific employment relationships, compensation, and communications—not to a sweeping review of their personal lives. *See Exh. E* at 1–5, 29–42 (Employee Subpoenas) (detailing specific document categories for each individual).

The Regions Bank production confirms that Progen made direct payments to individuals associated with Progen’s operations during the period CELEC’s funds were in the account. Understanding who those payments went to, in what amounts, for what stated purposes, and whether those amounts are consistent with legitimate employment compensation is directly relevant to the conversion and fraudulent transfer claims. If CELEC’s

funds were used to pay “employees” of Progen in amounts inconsistent with legitimate compensation, that is evidence relevant to CELEC’s fraudulent transfer, conversion, and RICO claims.

Progen argues the subpoena to Garrett Williamson seeks “highly personal information” because it requests documents relating to the source of funds used to purchase a residence. Motion at 12–13. But this request is directly relevant, given Garrett is both a Progen employee who received substantial payments *and* is defendant Andrew Williamson’s son. CELEC alleges that Progen’s principals and associates used CELEC’s funds for personal benefit. *See* D.E. 128 at ¶¶ 74–82. A large personal purchase—like a real estate acquisition—made by a Progen employee (and a key defendant’s son) shortly after Progen received CELEC’s funds, using funds that can be traced to Progen’s Regions Bank account, is paradigmatically relevant evidence of conversion and fraudulent transfer. The Defendants’ characterization of this request as “invasive” does not make it improper. *See Cory v. Aztec Steel Bldg., Inc.*, 225 F.R.D. 667, 673 (D. Kan. 2005) (“That discovery may invade an individual’s privacy rights does not, by itself, make the discovery objectionable.”); *Antico v. Sindt Trucking, Inc.*, 148 So. 3d 163, 166 (Fla. 1st DCA 2014) (explaining “privacy rights do not completely foreclose the prospect of discovery”). In any event, Progen has no standing to assert a third-party burden.

III. The discovery sought is proportional to the needs of this case.

Not only is the information sought via the Nine Subpoenas relevant—it is also proportional to the needs of this complex, multi-defendant RICO and fraud litigation.

Proportionality is assessed by considering many factors: “the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant

information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." Rule 26(b)(1). Here, each factor favors enforcement.

Rather than engage with these factors, Progen argues the discovery sought is "not proportional to the needs of this case" because it supposedly "serve[s] CELEC's political campaign in Ecuador." Motion at 13. This argument fails at the threshold. Whether discovery "serves a political function" is noticeably absent from Rule 26's list of proportionality factors—and for good reason. It is not a cognizable basis for a protective order. Progen's theory that CELEC is prosecuting this case not to vindicate its legal rights but to advance a political agenda in Ecuador is, at bottom, a conspiracy theory. It is unsupported by any cognizable legal authority and untethered to any of the proportionality factors. *See* Fed. R. Civ. P. 26(b). In short, Progen's proportionality argument is not a proportionality argument at all. It is political rhetoric dressed in discovery's clothing, and it should be rejected as such.

Applying Rule 26's *actual* proportionality factors, *see* Fed. R. Civ. P. 26(b)(1), confirms that the Nine Subpoenas should be enforced:

- *Amount in controversy*: Nearly \$110 million is at stake. That figure alone justifies thorough discovery into the financial transactions underlying CELEC's claims.
- *Importance of the issues*: CELEC's claims involve the alleged systematic looting of a state-owned utility responsible for providing electricity to an entire nation, accomplished through forged documents, sham inspections, and a coordinated pattern of wire fraud. The dispute involves serious allegations of fraud, racketeering, and the deliberate dissipation of public funds.
- *Importance of the discovery in resolving the issues*: The financial records and information sought through the nine subpoenas are, in many cases, not obtainable from any other source. Progen has not produced them.

- *Relative access to information*: The Progen Defendants have access to their own financial records and transaction histories. They have chosen not to produce them. CELEC, by contrast, has no independent access to the records of third parties who received Progen's transfers.
- *Burden on the subpoenaed parties*. Critically, the Progen Defendants have no standing to assert burden on behalf of the subpoenaed entities, none of whom are parties to this litigation. *See* Wright & Miller, 8A Fed. Prac. & Proc. Civ. § 2035 (3d ed.) ("A party may not ask for an order to protect the rights of another party or a witness if that party or witness does not claim protection for himself.").

The Nine Subpoenas seek relevant, non-duplicative information from specifically-identified senders and recipients of Progen's transfers.

IV. Defendants have not shown good cause under Rule 26(c).

A court may issue a protective order only "for good cause" to protect "a party or person from annoyance, embarrassment, oppression, or undue burden or expense." Fed. R. Civ. P. 26(c)(1). The burden rests with the movant. *Chicago Tribune Co. v. Bridgestone/Firestone, Inc.*, 263 F.3d 1304, 1313 (11th Cir. 2001). Conclusory or speculative allegations are insufficient; the movant must present specific facts demonstrating a real and concrete harm. *See United States v. Garrett*, 571 F.2d 1323, 1326 n.3 (5th Cir. 1978); *In re Terra Int'l, Inc.*, 134 F.3d 302, 306 (5th Cir. 1998); *see also In re Parmalat Sec. Litig.*, 258 F.R.D. 236, 244 (S.D.N.Y. 2009); Wright & Miller, 8A Fed. Prac. & Proc. Civ. § 2035 (3d ed.) ("The courts have insisted on a particular and specific demonstration of fact, as distinguished from stereotyped and conclusory statements, in order to establish good cause."); *cf. Gulf Oil Co. v. Bernard*, 452 U.S. 89, 102 n.16 (1981). In analyzing "good cause," a court should balance the movant's interest in preventing the discovery against the non-moving party's interest in obtaining it. *Hamilton v. Southland Christian*

Sch., Inc., 2011 WL 13143561, at *2 (M.D. Fla. Apr. 18, 2011). Here, the Progen Defendants fail this standard.

As a threshold matter, the Progen Defendants' standing to challenge subpoenas directed to non-parties is limited. A party has standing to seek a protective order with respect to a non-party subpoena only where it can assert a personal right or privilege implicated by the requested materials, or where it can demonstrate that the subpoena seeks irrelevant information. *See Auto-Owners Ins. Co.*, 231 F.R.D. at 429. Critically, a party does *not* have standing to object on grounds of oppression or undue burden where those burdens fall on the non-party. *See id.* Here, seven of the nine non-parties subpoenaed have not substantially objected to the subpoenas; Progen acknowledges as much. *See* Motion at 7. Those who *have* objected are capable of vindicating their own rights through their own objections; they do not need Progen to do it for them.

Even setting aside the standing deficiency, the Progen Defendants have not come close to demonstrating the good cause required to justify a protective order. For Progen's primary good-cause argument is that the subpoenas are harming its business relationships because Progen's clients and service providers are "questioning" whether to continue doing business with Progen. *See* Motion at 12. But this falls far short of the specific, concrete showing Rule 26(c) requires. Notably, Progen does not claim that any business relationship has *actually* been terminated. These are precisely the "stereotyped and conclusory statements" insufficient to prove good cause. *Cf. Gulf Oil*, 452 U.S. at 102 n.16.

Progen next argues that the subpoena to Garrett Williamson is burdensome because it is "distracting" to him and creates a "disruptive environment." *See* Motion at 12. But Garrett—

an adult who received substantial payments from Progen's account and who is the son of a named defendant—is fully capable of asserting any personal objection on his own behalf. He has done so. *See* Motion at 7. Progen's paternalistic invocation of Garrett's alleged inconvenience as a basis for a blanket protective order is not a serious good-cause argument. It is a standing problem parading as a burden argument.

Even if the Progen Defendants had standing to raise these objections and supported them with specific facts—which they have not—the balance of interests would still favor CELEC. On one side of the scale: CELEC's interest in tracing nearly \$110 million in allegedly stolen funds through the specific entities and individuals who received them, in a case where the primary defendant has produced virtually no documents in over five months of litigation. On the other side: Progen's generalized concern that its business partners might ask uncomfortable questions. That balance does not require extended analysis. *See Hamilton*, 2011 WL 13143561, at *2.

Because no good cause has been shown, the Motion should be denied.

V. The extraordinary request to prevent future nonparty discovery must be denied.

Incredibly, the Progen Defendants also ask the Court to prohibit CELEC from serving any additional non-party subpoenas without leave of court *and* to restrict the use of all previously subpoena-derived information to this litigation. Motion at 5, 16. These requests are extraordinary, unsupported, and contrary to the Federal Rules. A party's right to conduct third-party discovery through Rule 45 subpoenas is a fundamental feature of the federal discovery system. Requiring a party to seek leave of court before issuing any third-party subpoena would impose a burden not recognized in the Federal Rules and would severely impair CELEC's

ability to gather evidence in a complex fraud case where the primary defendants have refused to produce their own records for more than five months. The undersigned counsel is not aware of any court in this District imposing such a blanket restriction in analogous circumstances, and the Progen Defendants cite no authority for the proposition that one is warranted here.

The request to restrict use of previously obtained information is likewise unavailing. The Protective Orders already in place govern the use of confidential information obtained in discovery. To the extent the Progen Defendants believe those orders have been violated, their remedy is a motion to enforce the orders or for sanctions—*not* a prospective, open-ended restriction on CELEC's use of subpoenas.

CONCLUSION

The Progen Defendants have now made the same core arguments three times. *See* D.E. 67, 97, 149. This Court has rejected them twice before, *see* D.E. 111, and should reject them again. The Nine Subpoenas seek relevant, targeted, and proportional information from specifically identified recipients of Progen's transfers—information that is integral to tracing the nearly \$110 million at the center of this case and that cannot be obtained from any other source, least of all from the Progen Defendants, who have produced virtually nothing in over five months of litigation. The Progen Defendants have demonstrated no good cause for a protective order. Their Motion should be denied.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on July 30, 2026, I electronically filed the foregoing **Plaintiff CELEC EP'S Response in Opposition to Progen's Motion for a Protective Order [D.E. 149]** through the Court's CM/ECF system which will send an electronic copy to all counsel of record.

By: /s/ Courtney M. Keller
Courtney M. Keller, Esquire
Florida Bar No. 28668
Meredith P. Yates, Esquire
Florida Bar No. 1058373

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Daniel Pulecio-Beck, Esquire
(admitted *pro hac vice*)
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pusaterim@gtlaw.com

Counsel for Plaintiff

Exhibit A

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

CELEC EP,

Plaintiff,

v.

PROGEN INDUSTRIES, LLC;
GENERTEK POWER CORP.;
GENERTEK POWER INDUSTRIES,
LLC; JOHN B. MANNING; W. WADE
MANNING; ANDREW S.
WILLIAMSON; ASTROBRYXA, S.A.;
AP INSPECTIONS
LATINOAMERICA, S.A.; A.P.
INSPECTIONS LLC; and DOES 1-99,

Defendants.

Case No. 8:25-cv-03433

Judge Jung

**PLAINTIFF’S FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT PROGEN INDUSTRIES, LLC**

Plaintiff, the Ecuadorian government, through the Strategic Public Company Electric Corporation of Ecuador (“Plaintiff” or “CELEC”), by and through the undersigned counsel, hereby propounds the following First Request for Production of Documents to Defendant Progen Industries, LLC (“Defendant”), and requests Defendant to produce the documents and things requested herein, within 30 days from the date of service.

DEFINITIONS AND INSTRUCTIONS

1. Unless otherwise indicated, all capitalized terms appearing herein shall have the same meaning ascribed to them in the Complaint filed herein on December 15, 2025 (the “Complaint”).

2. “All” includes the word “any,” and “any” includes the word all.

3. The terms “and” and “or” shall be construed conjunctively rather than disjunctively, as is necessary to make each interrogatory inclusive rather than exclusive.

4. “Communication” or “correspondence” refers to and includes, without limitation and in the singular as well as in the plural, all conversations, telephone conversations, meetings, letters, facsimiles, telegraphs, telex communications, statements, discussions, debates, arguments, discourses, colloquies, interviews, consultations, and every other kind of written correspondence, digital correspondence, or oral utterance.

5. The terms “Defendant,” “Progen Industries, LLC”, “you” and “your” refer without limitation to Defendant Progen Industries, LLC, its attorneys and agents, and all persons acting on their behalf, as well as its directors, officers, employees, agents, principals and parent, subsidiary, predecessor, successors, affiliated or related corporations or business units of such entity.

6. The terms “document” or “documents” mean the original and all copies thereof which are different in any way from the original (whether by interlineations, receipt stamp notations, indication of copies sent or received, or otherwise) and all attached or annexed materials to any written, typewritten, handwritten, printed, graphic, photographic or recorded materials, as well as all computer data files, tapes, disks, inputs or outputs, and other computer-readable records or programs, transcripts and copies and reproductions thereof, however produced or reproduced, now or at any time in your actual or constructive possession, custody or control. The words “document” or “documents” shall also mean, but are not limited to, information stored electronically, including files that have been deleted but not overwritten, e-mails and archive documents contained in back-up files located on or off-site. The terms “document” or “documents” as used herein shall have the broadest meaning possible under the law, and shall specifically include, but not be limited to, contracts, agreements, correspondence, telegrams, cables, e-mails, facsimiles, telexes, memoranda, notes, notations, work papers, records of meetings, conferences, telephone or other communications, pamphlets, paper, letters, books, notes reports, studies, transcripts (including trial and deposition transcripts), pleadings, affidavits, statements, summaries, opinions, studies, evaluations, journals, statistical records, desk calendars, appointment books, diaries, lists, tabulations, objects, tangible things, voicemails, text messages, SMS messages,

instant messages, computer data, metadata, ESI, indexes, accounting records of any kind, charts, tabulations, lists, analyses, graphs, diagrams, estimates, minutes, (including board and committee minutes), tapes, photographs and photographic films, sound recording tapes, phonograph records, video tapes, and records of every kind of type, including any information formerly or presently kept by any method of electronic data processing or magnetic tape storage medium, including the printed output of any such electronic data processing equipment or magnetically stored information, computer print-outs, data processing input and output, microfilms and all other records and things similar to any of the foregoing, however denominated by you.

7. “Each” means each, every, and any.

8. The term “ESI” means any electronically stored information, including without limitation any file, document, data, email messages, words or information, in draft or final form, on a computer disk, personal computer, personal electronic device, or other storage device, hard drive or in the memory of a computer network, mainframe, file server, cloud location or database.

9. “Including” does not limit the scope of the request.

10. The term “information” means data of any kind recorded in any language, including machine language and recorded numerically, and in any form of expression.

11. The term “person” means any natural person, any business entity (whether a corporation, partnership, or other business association), any government or political subdivision thereof, or any governmental body, commission, board, agency, bureau, department, or any other public or private entity.

12. The terms “Plaintiff,” “we,” or “us” refers to CELEC.

13. The term “produce” means to make available the documents or things requested herein for inspection and copying, and to separate such documents into the categories set forth in this request.

14. “Relating to” or “relate to” includes the following concepts: concerning, discussing, describing, comprising, setting forth, containing, underlying, forming the basis for, mentioning, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, evidencing, constituting, studying, surveying, projecting, assessing, recording, referring to, regarding, respecting, summarizing, criticizing, reporting, commenting, or otherwise involving.

15. “Request” or “requests” means this this First Request for Production of Documents to Defendant.

16. Each request extends to all documents in your possession, custody, or control.

17. These requests are propounded separately and should be answered separately.

18. The past, present, or future tense each shall include the other tenses as necessary to bring within the scope of these requests any documents or information that might otherwise be construed to be outside their scope.

19. These requests shall be deemed to be continuing so as to require supplemental productions if necessary to maintain the accuracy and completion of your production. If at any time after compliance with these requests you should acquire possession, custody, or control of any additional information within the scope of the requests, promptly furnish a supplemental response.

20. Each requested document shall be produced in its entirety. If a document responsive to any request cannot be produced in full, it shall be produced to the extent possible along with an explanation that states why production of the remainder is not possible.

21. If any document responsive to a request is known to exist or to have existed, but is currently unavailable for any reason, provide a statement to that effect and state when the document was last in your possession, custody, or control, where the document currently is located and under whose possession, custody, or control, and the date and disposition of the document.

22. To the extent that you consider any of the following requests objectionable, respond to so much of each, and each part thereof, which is not objectionable in your view, and separately state that part of each which is

objectionable and the ground for each objection with sufficient specificity to permit a determination of the propriety of the refusal to produce.

23. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- a. the date thereof;
- b. identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c. the employer and job title of each person listed in (b);
- d. identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e. the legal and factual basis for the assertion of privilege.

DOCUMENTS TO BE PRODUCED

1. All documents relating to the procurement, purchase, manufacture, delivery, transport, importation, installation, inspection, testing, acceptance, operation, maintenance, and performance of generators supplied or intended to be supplied under the Quevedo and Salitral contracts or any related agreements.

2. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the procurement, purchase, manufacture, delivery, transport, importation, installation, inspection, testing, acceptance, operation, maintenance, and performance of generators supplied or intended to be supplied under the Quevedo and Salitral contracts or any related agreements.

3. All documents relating to the engines installed or to be installed in the generators, including manufacturer's certificates, technical specifications, compliance documentation, warranty information, and correspondence with engine suppliers or manufacturers.

4. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the engines installed or to be installed in the generators, including manufacturer's certificates, technical specifications, compliance documentation, warranty information, and correspondence with engine suppliers or manufacturers.

5. All documents relating to payments, wire transfers, or any financial transactions made or received in connection with the Quevedo and Salitral contracts, including but not limited to SWIFT payment records, bank account details, invoices, receipts, payment schedules, and supporting documentation.

6. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to payments, wire transfers, or any financial transactions made or received in connection with the Quevedo and Salitral contracts, including but not limited to SWIFT payment records, bank account details, invoices, receipts, payment schedules, and supporting documentation.

7. All documents relating to direct or indirect payments, gifts, transfers of value, or other consideration provided to, for, or on behalf of government officials, including but not limited to officials at CELEC, or any other agency or entity of the Ecuadorian government or any other government.

8. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to direct or indirect payments, gifts, transfers of value, or other consideration provided to, for, or on behalf of government officials, including but not limited to officials at CELEC, or any other agency or entity of the Ecuadorian government or any other government.

9. All documents relating to the use, disposition, or current location of funds received under the contracts, including accounting records, financial statements, and records showing how the funds were allocated or spent.

10. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the use, disposition, or current location of funds received under the contracts, including accounting records, financial statements, and records showing how the funds were allocated or spent.

11. All documents provided to CELEC or any other entity in connection with the bidding, solicitation, or award of the Quevedo or Salitral contracts, including but not limited to experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

12. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—with CELEC or any other entity in connection with the bidding, solicitation, or award of the Quevedo or Salitral contracts, including but not limited to experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

13. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—with subcontractors,

affiliates, or third parties relating to experience documentation, certifications, or qualifications submitted or relied upon for the award of the contracts.

14. All documents relating to the inspection, verification, or acceptance of generators, engines, or components delivered or intended to be delivered under the Quevedo and Salitral contracts, including packing lists, inspection reports, verification reports, technical committee minutes, and expert evaluations.

15. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the inspection, verification, or acceptance of generators, engines, or components delivered or intended to be delivered under the Quevedo and Salitral contracts, including packing lists, inspection reports, verification reports, technical committee minutes, and expert evaluations.

16. All inspection reports, documentation, and results generated by AP Inspections Latinoamerica S.A., A.P. Inspections LLC, or any other entity engaged to inspect, verify, or certify equipment, including underlying data and communications.

17. All documents concerning the transport, shipping, logistics, and importation of generators, engines, or related equipment for the Quevedo and Salitral projects, including shipping records, customs documentation, warehouse logs, inventories, and photographs.

18. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—concerning the transport, shipping, logistics, and importation of generators, engines, or related equipment for the Quevedo and Salitral projects, including shipping records, customs documentation, warehouse logs, inventories, and photographs.

19. All documents relating to the inspection, testing, evaluation, or verification of generators supplied or intended to be supplied under the Quevedo and Salitral contracts, including but not limited to inspection reports, verification reports, technical committee minutes, and supporting data.

20. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the inspection, testing, evaluation, or verification of generators supplied or intended to be supplied under the Quevedo and Salitral contracts.

21. All documents relating to the performance, acceptance, non-performance, or termination of the Quevedo and Salitral contracts, including administrative decisions, notices of contract termination, project schedules, work plans, compliance reports, and evidence of project milestones.

22. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the performance, acceptance, non-performance, or termination of the Quevedo and

Salitral contracts, including administrative decisions, notices of contract termination, project schedules, work plans, compliance reports, and evidence of project milestones.

23. All documents concerning internal or external investigations, findings, or decisions related to contract performance concerns, fraud, or compliance with anti-bribery laws and regulations.

24. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—concerning internal or external investigations, findings, or decisions related to contract performance concerns, fraud, or compliance with anti-bribery laws and regulations.

25. All documents concerning the involvement, role, or activities of subcontractors, affiliates, or designated project contractors, including Astrobryxa S.A., AP Inspections Latinoamerica S.A., A.P. Inspections LLC, and any other entities involved in the Quevedo and Salitral projects.

26. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—concerning the involvement, role, or activities of subcontractors, affiliates, or designated project contractors, including Astrobryxa S.A., AP Inspections Latinoamerica S.A., A.P. Inspections LLC, and any other entities involved in the Quevedo and Salitral projects.

27. All documents provided to CELEC or any other entity in connection with obtaining, bidding for, or being awarded the Quevedo or Salitral contracts, including but not limited to experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

28. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the preparation, submission, or use of any documents provided to CELEC or any other entity in connection with obtaining, bidding for, or being awarded the Quevedo or Salitral contracts, including communications regarding experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

29. All documents relating to the engines installed in generators supplied or intended to be supplied under the Quevedo and Salitral contracts, including but not limited to manufacturer's certificates, technical specifications, compliance documentation, warranty information, and documents regarding the source, type, or condition of the engines.

30. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the engines installed in generators supplied or intended to be supplied under the Quevedo and

Salitral contracts, including communications with engine suppliers, manufacturers, or any third party regarding the source, type, or condition of the engines.

31. All documents relating to decisions, deliberations, or recommendations concerning the delivery of generators to CELEC under the Quevedo and Salitral contracts.

32. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to decisions, deliberations, or recommendations concerning the delivery of generators to CELEC under the Quevedo and Salitral contracts.

33. Any and all documents you referred to in or relied upon in forming your answers to the First Set of Interrogatories served upon you on even date herewith by CELEC.

34. All documents and communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—not otherwise specifically requested above that relate to the Quevedo and Salitral contracts, the generators, engines, payments, bidding, inspection, transport, or any issue raised in the Complaint.

35. All documents and communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to litigation or claims between or among Progen Industries, LLC, Genertek Power

Corp., Genertek Power Industries, LLC, and/or Astrobryxa S.A., including the documents and communications that form the basis for those litigations or claims.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 13, 2026, I electronically served the foregoing **Plaintiff's First Request for Production of Documents to Defendant Progen Industries, LLC** on all counsel of record.

By: /s/ Courtney M. Keller

Courtney M. Keller, Esquire

Florida Bar No. 28668

Meredith P. Yates, Esquire

Florida Bar No. 1058373

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Daniel Pulecio-Beck, Esquire

(admitted *pro hac vice*)

Michael Pusateri, Esquire

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pusaterim@gtlaw.com

Counsel for Plaintiff

Exhibit B

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

CELEC EP,

Plaintiff,

v.

Case No. 8:25-cv-03433-WFJ-
SPF

PROGEN INDUSTRIES, LLC;
GENERTEK POWER CORP.;
GENERTEK POWER INDUSTRIES,
LLC; JOHN B. MANNING; W. WADE
MANNING; ANDREW S.
WILLIAMSON; ASTROBRYXA, S.A.;
ASTROBRYZA, LLC; A.P.
INSPECTIONS LATINOAMERICA,
S.A.; A.P. INSPECTIONS, LLC; H&S
INDUSTRY, LLC; TWO LIONS
HOLDINGS, LLC; AOT HOLDING
AG; GESTORES INMOBILIARIOS
LIGHTBLUE, S.A., and DOES 1-95,

Defendants.

DECLARATION OF KERRY WHITE

I, Kerry White, pursuant to 28 U.S.C. § 1746, under penalty of perjury, hereby
declare as follows:

1. My name is Kerry White, I am a natural person over eighteen years of
age.

2. My current residence address is 2423 Green Tee Drive Pearland, Texas 77581. My contact information is (713) 817-7810 and apolloelectricchouston@gmail.com.

3. I am the current President of Apollo Electric, Inc. of Texas ("Apollo Electric"). I have been employed by Apollo Electric since 1979.

4. Except as otherwise indicated, all facts set forth in this Declaration are based on my personal knowledge, my review of business records created and maintained by Apollo Electric in the ordinary course of business, and my knowledge as President of Apollo Electric. If called to testify in this matter, I could competently testify as to the facts set forth herein.

5. I have reviewed the business records of Apollo Electric, along with other documents relating to the claims asserted in this case. I have also reviewed documents and communications in my possession relating to the below subject matter.

6. I am authorized to make this Declaration on behalf of Apollo Electric.

Apollo Electric, Inc.

7. Apollo Electric is a Texas-based reseller of reconditioned equipment that was founded in 1963. Its principal place of business is in Houston.

8. Apollo Electric is an electrical equipment manufacturer and remanufacturer specializing in generators, motors and related components.

9. I am the current President and registered agent for Apollo Electric.

Apollo Electric, Inc.'s Sales of Generators and Generator Parts to Progen

10. Apollo Electric was engaged by Progen to sell used generators and related equipment under various sales transactions, which are detailed below.

11. The equipment sold consisted of a total of (i) twenty-one (21) used EMD model 20-710 Generator Sets, (ii) four (4) 20 Cylinder Engines with Skid and Accessory Racks or Engine Only configurations, and (iii) eleven (11) AB 20-24 Generators.

12. To my knowledge, the equipment sold to Progen was destined for Ecuador.

13. The EMD model 20-710 Generator Sets were used and sold as-is, where-is condition. (See Exhibit "A" attached herein) The serial number for each engine listed in the Purchase Order and Proforma Invoice identifies the year in which that engine was manufactured. (See Ex. A at pp. 2, 4)

14. Apollo Electric received a wire transfer originating from Progen on October 1, 2024, in the amount of \$8,225,000.00 in connection with the sale of the EMD model 20-710 Generator Sets. (See Exhibit "B" attached herein) Apollo Electric also received two deposit payments from Progen for the 20-710 Generator Sets on August 28, 2024, and September 17, 2024, in the amounts of \$500,000.00 and \$250,000.00, respectively. (See Exhibit "D" attached herein)

15. The other equipment sold consisted of: two (2) twenty (20) Cylinder Engines with Skid and Accessory Racks, two (2) twenty (20) Cylinder Engines (Engine Only), three (3) AB 20-24 Generators, and eight (8) EMD Generators Model AB20-24. (See Exhibit "C" attached herein)

16. Apollo Electric received payments from Progen in connection with these sales, deposited to Apollo Electric's account at Frost National Bank. The transaction details reflecting the payments Apollo Electric received from Progen is attached hereto as Exhibit D.

17. Felix Valdez (InterFab) painted the used EMD model generators that I sold at the request of John and Wade Manning.

18. Below is a summary of each of the four sales:

i. Invoice Number 20103 (Ex. A)

- a. Date: October 2, 2024
- b. Description: Used EMD model 20-710 Generator Sets as
where is (Ex. A at p. 2)
- c. Quantity: twenty-one (21)
- d. Unit price: \$425,000.00
- e. Line total: \$8,925,000.00
- f. Purchaser: John Manning of Progen

- g. The Proforma Invoice states that the generators were to be painted before shipment. (Ex. A at p. 4)
- h. The Equipment Purchase Agreement states that Progen agrees to purchase a total of (21) used EMD 20-710 Generator Sets as-is, where-is condition. (Ex. A at p. 5)

ii. Invoice Number 20200 (Ex. C at p. 1)

- a. Date: February 5, 2025
- b. Description: two (2) twenty (20) Cylinder Engines with Skid and Accessory Racks; two (2) twenty (20) Cylinder Engines (Engine Only); and three (3) AB 20-24 Generators
- c. Quantity: two (2) twenty (20) Cylinder Engines with Skid and Accessory Racks; two (2) twenty (20) Cylinder Engines (Engine Only); and three (3) AB 20-24 Generators
- d. Price: \$100,000.00 per 20 Cylinder Engine with Skid and Accessory Racks; \$100,000.00 per 20 Cylinder Engine (Engine Only); \$125,000.00 per AB 20-24 Generator
- e. Line total: \$775,000.00
- f. Purchaser: John Manning from Progen

iii. Invoice Number 20214 (Ex. C at p. 2)

- a. Date: February 25, 2025

- b. Description: EMD Generators Model AB20-24, each painted
and electrically OK with new bearing
- c. Quantity: four (4)
- d. Unit price: \$115,000.00
- e. Line total: \$460,000.00
- f. Purchaser: John Manning from Progen

iv. Invoice Number 20257 (Ex. C at p. 3)

- a. Date: April 3, 2025
- b. Description: EMD Generators Model AB20-24, each painted
and electrically OK with new bearing
- c. Quantity: four (4)
- d. Unit price: \$115,000.00
- e. Line total: \$460,000.00
- f. Purchaser: John Manning from Progen

19. A summary of all payments Apollo Electric received from Progen between January 2024 and December 2025 in connection with these sales is set forth below (*see* Ex. D):

- i. Invoice Number 20103: \$500,000.00 (August 28, 2024); \$250,000.00 (September 17, 2024); and \$8,225,000.00 (October 2, 2024)
- ii. Invoice Number 20200: \$775,000.00 (January 29, 2025)

iii. Invoice Number 20214: \$460,000.00 (February 26, 2025)

iv. Invoice Number 20257: \$460,000.00 (April 3, 2025)

20. All remaining recorded transactions reflect payments for services related to the equipment sales. (*See Ex. D*)

Service of Process

21. On May 4, 2026, I was personally served with a subpoena to produce information.

Additional Relevant Information

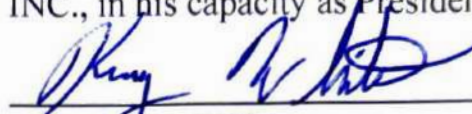
22. If the Court requires further information, clarification, or additional documentation regarding any of the matters described in this Declaration, I am willing and able to provide such information as requested, either through supplemental submissions or testimony.

23. I make this Declaration freely, and all statements herein are true and correct to the best of my knowledge and belief.

[SIGNATURE ON FOLLOWING PAGE]

Under penalties of perjury of the laws of the United States, I declare that I
have read the foregoing Declaration, and that the facts stated in it are true.

Kerry White, APOLLO ELECTRIC,
INC., in his capacity as President,


KERRY WHITE

Date: July 23, 2026

Exhibit "A"



www.apolloelectric.net

Physical Address:
100 Riley Road
Houston, Texas 77047

P.O. Box 450527
Houston, Texas 77047

Invoice

Date	Invoice #
10/2/2024	20103

Bill To
ProGen 600 Prairie Industrial Rd. Mulberry, FL 33860

Ship To
Will Ship from Apollo at Later DATE

P.O. No.	Terms	Due Date	Ship Date	Ship Via	FOB
John/Andrew	DUE NOW	10/2/2024	10/2/2024		

Qty	Description	Rate	Amount
21	20-710 Generator Sets	425,000.00	8,925,000.00

REMIT PAYMENT TO: P.O. Box 450527 Houston, TX 77245
--

Subtotal	\$8,925,000.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	-\$8,925,000.00
Total	\$8,925,000.00
Balance Due	\$0.00

CONFIDENTIAL
4442**PROGEN**
ENERGY SIMPLIFIED**Purchase Order****ProGen Industries, LLC**600 Prairie Industrial Parkway
Mulberry, FL 33860
Phone: (863)943-6229

Date: 6/19/2024

Purchase Order #:

Rev1100-2089

Vendor: Apollo Electric Inc.
100 Riley Road
Houston, TX 77047
(713) 433-7272**Ship to:** John Manning
ProGen Industries, LLC
600 Prairie Industrial Parkway
Mulberry, FL 33860
Phone: 863-943-6229

Contact Person	Vendor Reference #	Shipping Method	Work Order	Terms	Estimated Delivery Date
Kerry White	20029	TBD		Wire	-
Qty	Item #	Description	Unit Price	Availability	Line Total
21		Used EMD model 20-710 Generator Sets as where is	\$425,000.00	In Stock	\$8,925,000.00
		-Engine S/N: 06-G1-1002 w/ Baylor 4160 V			
		-Engine S/N: 06-K1-1027 w/ Baylor 4160 V			
		-Engine S/N: 06-H1-1008 w/ Baylor 4160 V			
		-Engine S/N: 06-F1-1026 w/ Baylor 4160 V			
		Engine S/N: 06-G1-1018 w/ Baylor 4160 V			
		-Engine S/N: 06-F1-1017 w/ Baylor 4160 V			
		-Engine S/N: 06-K1-1015 w/ Baylor 4160 V			
		-Engine S/N: 07-H1-1040 w/ Baylor 4160 V			
		-Engine S/N: 06-J1-1030 w/ Baylor 4160V			
		-Engine S/N: 07-A1-1003 w/ Baylor 4160 V			
		-Engine S/N: 06-M1-1007 w/ Baylor 4160V			
		-Engine S/N: 07-E1-1052 w/ Baylor 4160 V			
		-Engine S/N: 07-A1-1025 w/ Baylor 4160 V			
		-Engine S/N: 06-G1-1025 w/ Baylor 4160 V			
		-Engine S/N: 09-J1-1001 w/ Kato 11,000 V			
		-Engine S/N: 09-J1-1012 w/ Kato 11,000 V			
		-Engine S/N: 09-F1-1010 w/ Kato 11,000 V			
		-Engine S/N: 09-F1-1015 w/ Kato 11,000 V			
		-Engine S/N: 09-F1-1008 w/ Kato 11,000 V			
		-Engine S/N: 09-G1-1011 w/ Kato 11,000 V			
		-Engine S/N: 06-K1-1003 w/ Kato 11,000 V			

Subtotal \$ 8,925,000.00

Tax

Shipping

Total \$ 8,925,000.00

COMMENTS:

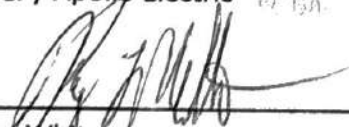
Serial Numbers of the (21) Used EMD model 20-710 Generator Sets

Engine S/N: 06-G1-1002 w/ Baylor 4160 V
Engine S/N: 06-K1-1027 w/ Baylor 4160 V
Engine S/N: 06-H1-1008 w/ Baylor 4160 V
Engine S/N: 06-F1-1026 w/ Baylor 4160 V
Engine S/N: 06-G1-1018 w/ Baylor 4160 V
Engine S/N: 06-F1-1017 w/ Baylor 4160 V
Engine S/N: 06-K1-1015 w/ Baylor 4160 V
Engine S/N: 07-H1-1040 w/ Baylor 4160 V
Engine S/N: 06-J1-1030 w/ Baylor 4160V
Engine S/N: 07-A1-1003 w/ Baylor 4160 V
Engine S/N: 06-M1-1007 w/ Baylor 4160V
Engine S/N: 07-E1-1052 w/ Baylor 4160 V
Engine S/N: 07-A1-1025 w/ Baylor 4160 V
Engine S/N: 06-G1-1025 w/ Baylor 4160 V
Engine S/N: 09-J1-1001 w/ Kato 11,000 V
Engine S/N: 09-J1-1012 w/ Kato 11,000 V
Engine S/N: 09-F1-1010 w/ Kato 11,000 V
Engine S/N: 09-F1-1015 w/ Kato 11,000 V
Engine S/N: 09-F1-1008 w/ Kato 11,000 V
Engine S/N: 09-G1-1011 w/ Kato 11,000 V
Engine S/N: 06-K1-1003 w/ Kato 11,000 V

Signatures of Agreement**Purchaser / Progen LLC**

John Manning

Date: 07/19/24

Seller / Apollo Electric

Kerry White

Date:

7-20/24

Proforma Invoice

P.O. Box 450527, Houston, Texas, 77245
 100 Riley Road, Houston, Texas, 77047
 Main: (713) 433-7272 Fax: (713) 433-7275
 apolloelectric.net

Date	Proforma Invoice #
6/21/2024	20029

Customer:

ProGen
 600 Prairie Industrial Rd.
 Mulberry, Florida 33860

Qty	Description	Rate	Total
21	Used EMD model 20-710 Generator Sets To be painted before shipment. -Engine S/N: 06-G1-1002 w/ Baylor 4160 V Generator -Engine S/N: 06-K1-1027 w/ Baylor 4160 V Generator -Engine S/N: 06-H1-1008 w/ Baylor 4160 V Generator -Engine S/N: 06-F1-1026 w/ Baylor 4160 V Generator -Engine S/N: 06-G1-1018 w/ Baylor 4160 V Generator -Engine S/N: 06-F1-1017 w/ Baylor 4160 V Generator -Engine S/N: 06-K1-1015 w/ Baylor 4160 V Generator -Engine S/N: 07-H1-1040 w/ Baylor 4160 V Generator -Engine S/N: 06-J1-1030 w/ Baylor 4160 V Generator -Engine S/N: 07-A1-1003 w/ Baylor 4160 V Generator -Engine S/N: 06-M1-1007 w/ Baylor 4160 V Generator -Engine S/N: 07-E1-1052 w/ Baylor 4160 V Generator -Engine S/N: 07-A1-1025 w/ Baylor 4160 V Generator -Engine S/N: 09-J1-1001 w/ Kato 11,000 V Generator -Engine S/N: 09-J1-1012 w/ Kato 11,000 V Generator -Engine S/N: 09-F1-1010 w/ Kato 11,000 V Generator -Engine S/N: 09-F1-1015 w/ Kato 11,000 V Generator -Engine S/N: 09-F1-1008 w/ Kato 11,000 V Generator -Engine S/N: 09-G1-1011 w/ Kato 11,000 V Generator -Engine S/N: 06-K1-1003 w/ Kato 11,000 V Generator	\$425,000.00	\$8,925,000

Void after 30 days

Subtotal \$8,925,000**Sales Tax (6.25%)****Total** \$8,925,000

CONFIDENTIAL
4445

Equipment Purchase Agreement

Seller: Apollo Electric
Purchaser: Progen LLC

Seller (Apollo Electric) agrees to sell the following list equipment to Purchaser, Progen LLC, and Purchaser Agrees to purchase the equipment under the following terms and conditions as described in this agreement:

Progen agrees to purchase a total of (21) used EMD 20/710 Generator Sets in as is where is condition located at Apollo Electric Houston Texas in consideration of the following terms of purchase,

- a. Progen has issued revise a PO to Apollo Electric for 21 EMD/710 Generator sets for the amount of \$ 8,975,000.00, as Exhibit 1,
- b. Apollo shall have NO responsibility to clean up, paint or finish assemble any of the units or shop loose equipment included with each generator set, including any accessories,
- c. Apollo will not be required to install any alternators on any of the units they are currently removed from.
- d. Progen will pay for all units prior to shipping by August 5th,
- e. The limit of Apollo' Electric's responsibility to the sale of the 21 units to Progen is to strictly limited to the supply of the generator sets and ship loose equipment in as is where is condition.
- f. Progen will at its own cost, clean up and or paint the units in the shop at Apollo.
- g. Progen nor any of its assigns shall have no claim of ownership or right of ownership or any interest what so ever in any of the equipment that Progen cleans and paints prior to full payment.
- h. Progen will not remove any parts or pieces currently mounted on any unit prior to full payment.
- i. Progen will at its own cost send its crew to Houston to perform the work required to clean and paint the units. Apollo can as desired provide any amount of labor to assist in the cleanup work billed to Progen at Apollos labor rates.
- j. Progen will provide its own compressed air at the shop.
- k. Progen will upon request of Apollo immediately stop and delay the Progen work tasks required for cleanup of the equipment if Apollo needs the work stoppage for any reason.
- l. Progen will only clean up the generator sets and will not clean up any ship loose items such as accessory racks or rack items or filter housings etc prior to full payment.
- m. Progen will not assemble or mount any loose alternators on any unit during this work prior to payment for each generator sets.
- n. Work to clean up the units will not extend past to 10 days.
- o. The sale of each unit will include the supply of the following ship loose (if not attached) items,
 1. Air Filter Housing → 9 KW
 2. Air starters
 3. Turbo to round exhaust transition 18 KW
 4. Exhaust flex joints → 10 KW
 5. Accessory rack
- p. Upon full payment, Apollo will assist Progen to load out all generator sets and ship loose items onto the Progen trucks.
- q. Upon full payment, Apollo will assist Progen in locating and moving all loose accessory items that are included with each generator set to a location to be cleaned up packaged.

Progen will have qualified personnel and management at the site to conduct the work in accordance with Apollo instructions and policies and procedures for safety will be strictly managed,

Progen will maintain its workmans comp and liability insurance policies for all personnel present or working at the site,

Progen agrees that Apollo accepts no liabilities what so ever associated with the work being performed by Progen including any claims of any kind what so ever including any injury to any Progen personnel involved in the work at the Apollo Facility or any costs or damages what so ever.

Exhibit "B"

**CONFIDENTIAL**

Frost Bank Member: Cullen/Frost Bankers. A Family Of Texas Banks Member FDIC

STATEMENT OF WIRE ACTIVITY

000001630 TDFRST02014300009411 01 000000 001630 001

APOLLO ELECTRIC INC
PO BOX 450527
HOUSTON TX 77245

ACCOUNT NO. XXXXX4645

DATE OCTOBER 1, 2024

PAGE 1 OF 2

TRANSACTION DESCRIPTION	DEBIT	CREDIT
FWI TRN 20241001-00006747 1001F2QCZ00C00506510011635FT03 ORG: PROGEN INDUSTRIES LLC 600 PRAIRIE INDUSTRIAL PKWY MULBERRY FL 33860-6658 FROM: REGIONS BANK ABA/062005690 BNFACCT: xxxxx4645 BNF: APOLLO ELECTRIC, INC. 100 RILEY RD HOUSTON, TX RFB: 15184058		\$8,225,000.00
FWI TRN 20241001-00006835 1001F2QCZ00C00509510011640FT03 ORG: PROGEN INDUSTRIES LLC 600 PRAIRIE INDUSTRIAL PKWY MULBERRY FL 33860-6658 FROM: REGIONS BANK ABA/062005690 BNFACCT: xxxxx4645 BNF: APOLLO ELECTRIC, INC. 100 RILEY RD HOUSTON, TX RFB: 15184122		\$125,000.00
Banks may credit proceeds from wire transfers based solely on the basis of a valid account number.		
ABBREVIATION CODES	FWO - FEDWIRE OUT FWI - FEDWIRE IN	MID - MESSAGE ID NUMBER IBT - INTERNAL BOOK TRANSFER

Exhibit "C"

CONFIDENTIAL

Physical Address:

www.apolloelectric.net

100 Riley Road

P.O. Box 450527

Houston, Texas 77047

Houston, Texas 77047

Invoice

Date	Invoice #
2/5/2025	20200

Bill To
ProGen 600 Prairie Industrial Rd. Mulberry, FL 33860

Ship To
PRO GEN FLORIDA

P.O. No.	Terms	Due Date	Ship Date	Ship Via	FOB
John M.	DUE NOW	2/5/2025	2/5/2025	Customer Pickup	

Qty	Description	Rate	Amount
2	(2) 20 Cylinder Engines with Skid and Accessory Racks S/N 77E1-1061 S/N 77E1-1051	100,000.00	200,000.00
2	(2) 20 Cylinder Engines (Engine Only) S/N 70-E1-1052 S/N 67-H1-1127	100,000.00	200,000.00
3	(3) AB 20-24 Generators S/N 80J1-1073 S/N H1-1110 S/N 80H2-1012	125,000.00	375,000.00

REMIT PAYMENT TO:
P.O. Box 450527
Houston, TX 77245

Subtotal	\$775,000.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	-\$775,000.00
Total	\$775,000.00
Balance Due	\$0.00

CONFIDENTIAL
4450**Invoice**

Physical Address: www.apolloelectric.net
 100 Riley Road P.O. Box 450527
 Houston, Texas 77047 Houston, Texas 77047

Date	Invoice #
2/25/2025	20214

Bill To

Ship To

ProGen
 600 Prairie Industrial Rd.
 Mulberry, FL 33860

P.O. No.	Terms	Due Date	Ship Date	Ship Via	FOB
John	DUE NOW	2/25/2025	2/25/2025		

Qty	Description	Rate	Amount
4	EMD Generators Model AB20-24 Each Painted and Electrically OK with new Bearing	115,000.00	460,000.00

REMIT PAYMENT TO:
 P.O. Box 450527
 Houston, TX 77245

Subtotal	\$460,000.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	-\$460,000.00
Total	\$460,000.00
Balance Due	\$0.00



Houston, Texas 77047

Date	Invoice #
4/3/2025	20257

Ship To

Qty	Description	Rate	Amount
4	EMD Generators Model AB20-24 Each Painted and Electrically OK with new Bearing	115,000.00	460,000.00

Subtotal	\$460,000.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	-\$460,000.00
Total	\$460,000.00
Balance Due	\$0.00

Exhibit "D"

CONFIDENTIAL
4453

9:51 AM

05/06/26

APOLLO ELECTRIC, INC
All Transactions for ProGen
 January 2024 through December 2025

Type	Num	Date	Account	Amount	P.O. Number	Open Balance
Jan '24 - Dec 25						
General Journal	060325	06/23/2025	Accounts Receivable	-1,080.00		
Invoice	20257	04/03/2025	Accounts Receivable	460,000.00	John	
Payment		04/03/2025	FROST NATIONAL ...	460,000.00		
Payment		02/26/2025	FROST NATIONAL ...	460,000.00		
Invoice	20214	02/25/2025	Accounts Receivable	460,000.00	John	
Invoice	20200	02/05/2025	Accounts Receivable	775,000.00	John M.	
Payment		01/29/2025	FROST NATIONAL ...	775,000.00		
Invoice	20131	11/14/2024	Accounts Receivable	1,080.00		
Invoice	20123	11/07/2024	Accounts Receivable	5,700.00		
Payment		11/07/2024	FROST NATIONAL ...	39,790.00		
Invoice	20122	10/31/2024	Accounts Receivable	7,200.00		
Invoice	20121	10/24/2024	Accounts Receivable	4,770.00		
Invoice	20108	10/17/2024	Accounts Receivable	9,315.00		
Invoice	20119	10/17/2024	Accounts Receivable	17,480.00		
Invoice	20120	10/17/2024	Accounts Receivable	33,615.00		
Invoice	20103	10/02/2024	Accounts Receivable	8,925,000.00	John/Andrew	
Invoice	20104	10/02/2024	Accounts Receivable	125,000.00		
Payment		10/02/2024	FROST NATIONAL ...	8,225,000.00		
Payment		10/01/2024	FROST NATIONAL ...	125,000.00		
Invoice	20090	09/19/2024	Accounts Receivable	1,710.00		
Payment		09/17/2024	FROST NATIONAL ...	250,000.00		
Payment		09/16/2024	FROST NATIONAL ...	16,820.00		
Invoice	20079	09/12/2024	Accounts Receivable	4,410.00		
Invoice	20076	09/06/2024	Accounts Receivable	8,010.00		
Invoice	20074	08/29/2024	Accounts Receivable	14,400.00		
Payment		08/28/2024	FROST NATIONAL ...	500,000.00		
Payment		08/23/2024	FROST NATIONAL ...	25,675.00		
Invoice	20072	08/22/2024	Accounts Receivable	9,720.00		
Invoice	20062	08/15/2024	Accounts Receivable	6,750.00		
Invoice	20059	08/08/2024	Accounts Receivable	3,825.00		
Invoice	20057	08/01/2024	Accounts Receivable	5,380.00		
Jan '24 - Dec 25						

Exhibit C

THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CELEC EP,

Plaintiff,

v.

Case No. 8:25-cv-03433

PROGEN INDUSTRIES, LLC; GENERTEK
POWER CORP.; GENERTEK POWER
INDUSTRIES, LLC; JOHN B. MANNING;
W. WADE MANNING; ANDREW S.
WILLIAMSON; ASTROBRYXA, S.A.;
ASTROBRYZA, LLC; A.P. INSPECTIONS
LATINOAMERICA, S.A.; A.P.
INSPECTIONS, LLC; H&S INDUSTRY,
LLC; TWO LIONS HOLDINGS, LLC;
AOT HOLDING AG; GESTORES
INMOBILIARIOS LIGHTBLUE, S.A.,
and DOES 1-95,
Defendants.

Page 2

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DEPOSITION OF
W. WADE MANNING
DATE: Friday, July 24, 2026
TIME: 10:08 a.m.
LOCATION: Remote Proceeding
Holland & Knight
100 North Tampa Street, Suite 4100
Tampa, FL 33602
REPORTED BY: Dulce Ordonez Alfaro
JOB NO.: 8308030

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF CELEC EP:

DANIEL PULECIO-BOEK, ESQUIRE (by videoconference)
Greenberg Traurig, LLP
2101 L Street Northwest, Suite 1000
Washington, DC 20037
pulecioboekd@gtlaw.com
(202) 331-3117

DANIELA JOHNSON RESTREPO, ESQUIRE (by
videoconference)
Greenberg Traurig, LLP
2101 L Street Northwest, Suite 1000
Washington, DC 20037
daniela.johnsonrestrepo@gtlaw.com
(202) 530-8563

ON BEHALF OF DEFENDANTS ASTROBRYXA, S.A.; ASTROBRYZA,
LLC; H&S INDUSTRY, LLC:

ENRIQUE JARAMILLO, ESQUIRE (by videoconference)
FBFK Law
3200 Southwest Freeway, Suite 3200
Houston, TX 77027
ejaramillo@fbfk.law
(713) 403-4200

1 A P P E A R A N C E S (Cont'd)
2 ON BEHALF OF DEFENDANTS PROGEN INDUSTRIES, LLC;
3 GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES,
4 LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S.
5 WILLIAMSON; TWO LIONS HOLDINGS, LLC:

6 ANNE KELLEY COLBERT, ESQUIRE (by videoconference)
7 Holland & Knight
8 100 North Tampa Street, Suite 4100
9 Tampa, FL 33602
10 anne.colbert@hklaw.com
11 (813) 227-6314
12

13 ADOLFO ENRIQUE JIMENEZ, ESQUIRE (by
14 videoconference)
15 Holland & Knight
16 701 Brickell Avenue, Suite 3300
17 Miami, FL 33131
18 adolfo.jimenez@hklaw.com
19 (305) 789-7720
20
21
22
23
24
25

1 A P P E A R A N C E S (Cont'd)
2 ON BEHALF OF DEFENDANTS PROGEN INDUSTRIES, LLC;
3 GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES,
4 LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S.
5 WILLIAMSON; TWO LIONS HOLDINGS, LLC:

6 WILLIAM A. SAN PEDRO, ESQUIRE (by videoconference)
7 Holland & Knight
8 701 Brickell Avenue, Suite 3300
9 Miami, FL 33131
10 william.sanpedro@hklaw.com
11 (305) 789-7729
12

13 ALSO PRESENT:
14 Shiloh Baillou, Videographer (by videoconference)
15
16
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I N D E X

EXAMINATION:	PAGE
By Mr. Pulecio-Boek	10

E X H I B I T S

NO.	DESCRIPTION	PAGE
Exhibit 1	Email Chain sent from Mr. Wade Manning to Mr. Pulecio-Boek and Ms. Keller	146

Page 7

1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: All right. Good morning,
3 everyone. We are going on record at 10:08 a.m., Eastern
4 Standard. Please note that this deposition is being
5 conducted virtually. Quality of the recording depends
6 on the quality of the camera and internet connection of
7 participants. What is seen and what is heard from the
8 witness today is what will be recorded. Audio and video
9 recording will continue to take place unless all parties
10 agree to go off record.

11 This is Media Unit 1 of the video recorded
12 deposition of W. Wade Manning in the matter of CELEC EP
13 v. Progen Industries, LLC; Genertek Power Corp; Genertek
14 Power Industries, LLC; John B. Manning; W. Wade Manning;
15 Andrew S. Williamson; Astrobryxa, S.A.; Astrobryza, LLC;
16 A.P. Inspections LatinoAmerica S.A.; A.P. Inspections,
17 LLC; H&S Industry, LLC; Two Lions Holdings, LLC; AOT
18 Holding, AG; Gestores Inmobiliarios Lightblue S.A.; and
19 Does 1-95, filed in the United States District Court for
20 the Middle District of Florida Tampa Division, Case
21 number 2 -- sorry, Case number 8:25-cv-03433.

22 This deposition is being conducted virtually
23 via Zoom. My name is Shiloh representing Veritext as
24 the videographer. The court reporter is Ms. Dulce also
25 from Veritext. We are not related to any party in this

1 action, nor are we financially interested in the
2 outcome. If there are any objections to this
3 proceeding, please state them at the time of your
4 appearance.

5 Counsel and all those present, including
6 remotely, will now state their appearance and
7 affiliations for the record, starting with the noticing
8 attorney.

9 MR. PULECIO-BOEK: Pulecio, Greenberg for
10 CELEC.

11 MR. JIMENEZ: Adolfo Jimenez of Holland &
12 Knight with Anne Colbert and William San Pedro
13 representing the Progen defendants as they've been
14 identified in this process.

15 MR. JARAMILLO: Enrique Jaramillo with FBSK Law
16 representing Astrobryxa, S.A.; Astrobryza, LLC; and H&S
17 Industry.

18 MR. PULECIO-BOEK: I think that's it.

19 THE VIDEOGRAPHER: Thank you. And now the
20 court reporter will swear the witness, and then Counsel,
21 you may proceed.

22 THE REPORTER: I'm a notary authorized to take
23 acknowledgements and administer oaths in Florida.
24 Parties stipulate that I will swear in the witness
25 remotely.

1 Additionally, absent an objection on the record
2 before the witness is sworn, all parties and the witness
3 understand and agree that any certified transcript
4 produced from the recordings of this proceeding:

5 - is intended for all uses permitted under
6 applicable procedural and evidentiary rules and
7 laws in the same manner as a deposition
8 recorded by stenographic means; and

9 - shall constitute written stipulation of such.

10 At this time, hearing no objection, I will now
11 swear in the witness.

12 Mr. Manning, will you please raise your right
13 hand to be sworn in?

14 MR. JIMENEZ: Raise your hand.

15 MR. JARAMILLO: I can't hear him.

16 MR. JIMENEZ: The -- he's having trouble
17 hearing us. And this is as high as the volume goes.
18 Let me see if I can get that attended, but he's having
19 -- let's go ahead with the swearing in, and if we're
20 still having a difficulty hearing of -- when Mr. Pulecio
21 is questioning, I'll figure something out.

22 THE REPORTER: Understood.

23 //

24 //

25 //

1 WHEREUPON,

2 W. WADE MANNING,

3 called as a witness and having been first duly sworn to
4 tell the truth, the whole truth, and nothing but the
5 truth, was examined and testified as follows:

6 THE REPORTER: Understood. Thank you.

7 Counsel, you may proceed.

8 MR. PULECIO-BOEK: Thank you.

9 EXAMINATION

10 BY MR. PULECIO-BOEK:

11 Q Mr. Manning, good morning. Can you hear me
12 okay?

13 A Good morning. Yes, it is.

14 Q Yes?

15 A Going good.

16 Q Good. You are -- this morning you're in the
17 Holland & Knight Tampa office?

18 A Correct.

19 Q Is this the first time you've been deposed?

20 A Correct.

21 Q In any -- in your entire life, you've never
22 been deposed before?

23 A That's correct.

24 Q Do you have a college degree?

25 A No, sir.

1 Q Do you have a high school degree?

2 A I have a high school plus two years.

3 Q And where did you graduate high school?

4 A South Houston High School in Houston, Texas.

5 Q What year?

6 A 1962.

7 Q And describe for us your professional
8 background. What did you do after high school?

9 A Say that again?

10 Q Describe to us your professional background.
11 What did you do after high school?

12 A Oh, after high school and a couple years in
13 college, well, I went to work for my father, who's in
14 the same industry we are, as a mechanic and worked with
15 him for a number of years. I worked for several
16 different companies in and around Houston at -- during
17 that period of time. Eventually, went back to work for
18 him up until about 1977.

19 Q And after that?

20 A I went to California to engineer a tuna vessel,
21 500-tons tuna vessel, and did that for about four months
22 until I had an accident on the vessel. And I left there
23 and went back to a town in Louisiana called Morgan City,
24 Louisiana. I started my own company, which was offshore
25 -- equipment company. Ran that company for about ten

1 years. And then after that, my dad had sold his company
2 in 1978 through a large company in Germany, along with
3 another partner of his. And then he retired. I
4 eventually bought that company in about 1986, and we ran
5 that for -- until 1991. And then we sold that company,
6 and then I ventured into the industry as a consultant.

7 After that, then I left, and then I went to
8 work for my brother, probably around 1992. We formed a
9 company there called Idyco [ph]. It lasted for about a
10 year. Then we returned the shares and I left. And
11 then, eventually, I went back to Houston for about a
12 year or two. And then he left and formed -- he didn't
13 form the company. He went to work for a company called
14 Genertek in Auburndale, Louisiana -- or -- or Florida,
15 excuse me. It was owned by a Korean munitions
16 manufacturer out of Tampa named Dae Shin [ph] and worked
17 there until -- from about 1997 to about 2002. Then I
18 went to Seattle for a number of years, left there, and
19 came back in about --

20 UNIDENTIFIED SPEAKER: [Unintelligible
21 response.]

22 THE WITNESS: You want to ask something?
23 BY MR. PULECIO-BOEK:

24 Q Yeah. You're saying you came back where?

25 A Yeah. Then I -- I left Seattle and did a

1 project for my brother in the Dominican Republic,
2 project managing a -- a power plant in Dominican
3 Republic for about a year. And then went to work for
4 him in a company he had formed called Motor Works. And
5 that was probably up until about 2014, I guess. I left
6 the company there, and I formed my own company,
7 International Power Solutions, and went to -- I did a
8 project in Africa for a company called AngloGold.

9 UNIDENTIFIED SPEAKER: [Unintelligible
10 response.]

11 THE WITNESS: Pardon me? Anyway, from there --

12 UNIDENTIFIED SPEAKER: [Unintelligible
13 response.]

14 MR. JIMENEZ: There's background -- I don't
15 know if --

16 MR. JARAMILLO: Maybe it's the court reporter's
17 speaker that's picking something up, no?

18 MR. PULECIO-BOEK: No. That's --

19 MR. JIMENEZ: Okay.

20 THE WITNESS: Anyway, after about a year or so
21 of that, I did go back to work for John Manning around
22 2015. Up until the point about present. It was off and
23 on. He had several companies, one was Motor Works and
24 Genertek. And then -- then about four or five years
25 ago, he formed Progen.

1 BY MR. PULECIO-BOEK:

2 Q So the last four or five years you've been at
3 Progen?

4 A Correct.

5 Q Got it. Do you have a wife and children?

6 A I have a wife. I have a son that passed away.

7 Q I'm sorry. How many siblings do you have?

8 A I have two sisters and John. One sister passed
9 away.

10 Q And what's the name of the -- your sister who's
11 alive?

12 A What was the question?

13 Q What's the name of your sister who is currently
14 alive?

15 A Oh, well, it's Phyllis Walters [ph]. The other
16 one is Kathy [ph] Manning. Then, of course, John
17 Manning.

18 Q I'm sorry, is it Phyllis or Kathy [ph] who
19 passed away?

20 A No, no. Terri [ph] Manning passed away.

21 Q Okay. And so do either Phyllis or Kathy [ph]
22 work at Progen or have worked at Progen?

23 A Never.

24 Q Okay. Just to make sure I got it, before
25 Progen, where you've been for the past four or five

1 years, you were with Genertek? Or what was the name of
2 the company you were before Progen?

3 A Four or five years with, probably, Progen.
4 Then it was -- it's a -- it was -- it was Genertek.
5 When we left --

6 Q And --

7 A Let me explain something, though.

8 Q Yes.

9 A So you don't confuse Genertek. When I
10 originally said I went to work for Genertek, it was
11 owned by a gentleman, Dave Shen out Tampa. He was the
12 sole owner of Genertek from 19, I guess, '92 or
13 something like that up until 2003. And then the company
14 was disbanded.

15 Q I'm asking if you've been with Progen since
16 around 2021?

17 A Yes.

18 Q What is the name of the company you were with
19 prior to Progen starting in 2021?

20 A It would've been Genertek.

21 Q And how long were you with Genertek?

22 A Oh, probably be about -- probably another four
23 years, four or five years. Then it was Motor Works at
24 before that.

25 Q And Motor Works and Genertek and Progen are

1 companies owned by your brother, John Manning?

2 A That's correct.

3 Q Is Motor Works still in operation or
4 functioning?

5 A No.

6 Q Is it -- has it dissolved?

7 A Correct.

8 Q And why did it dissolve?

9 A I have no information on that.

10 Q And what was your position at Motor Works?

11 A At Motor Works, I was just the vice president
12 of mechanical. I was never an officer of the company.
13 Just a -- just department head.

14 Q And as vice president of mechanical, as you sit
15 here testifying, you have no idea what that -- why that
16 company ceased to exist?

17 A That's correct.

18 Q And what was your position at Genertek?

19 A Same, about the same category. I was just head
20 of the mechanical department.

21 Q So vice president of the mechanical department
22 at Genertek?

23 A Right.

24 Q And as you sit here testifying today, having
25 been the vice president of mechanical for Genertek, you

1 have no idea why that company dissolved or ceased to
2 exist?

3 A That's --

4 MR. JIMENEZ: Objection. Asked and answered.

5 THE WITNESS: That is correct.

6 BY MR. PULECIO-BOEK:

7 Q Is Progen still functioning and in operation?

8 A As far as I know.

9 Q And what is -- what has been your title at
10 Progen since 2021?

11 A Same thing, vice president of mechanical in
12 title.

13 Q How many people worked at Motor Works?

14 A Honestly, I have no idea what that exact number
15 is.

16 Q Give me your best estimate having been the vice
17 president of mechanical.

18 A Well, it was several departments, but I would
19 say probably about 50.

20 Q 50? And those 50 people were terminated when
21 that company dissolved and ceased to exist?

22 MR. JIMENEZ: Objection as to form.

23 THE WITNESS: I'm not aware everyone was let
24 go.

25 //

1 BY MR. PULECIO-BOEK:

2 Q Were you terminated?

3 A No. I resigned.

4 Q Before or after the company dissolved?

5 A Which one?

6 Q Motor Works.

7 A I'm not aware that Motor Works dissolved.

8 Q Well, I believe you testified that Motor Works
9 dissolved or ceased to exist.

10 A Oh, excuse me. You said Motor Works. Yeah. I
11 will rephrase that. Motor Works -- if it's Motor Works,
12 all the employees were suspended.

13 Q Including yourself?

14 A Correct.

15 Q So if I understand Motor Works correctly, Motor
16 Works had about 50 employees, including yourself as vice
17 president of mechanical, and all of those employees were
18 terminated and then the company dissolved and ceased to
19 exist, correct?

20 MR. JIMENEZ: Objection as to form.

21 THE WITNESS: As far as I know.

22 BY MR. PULECIO-BOEK:

23 Q And what did Motor Works do?

24 A It was engaged in packaging, assembling power
25 generation units. Primary the -- primary driver was

1 Electro-Motive Diesels.

2 Q Can you repeat that? I don't -- I don't think
3 I understood.

4 A The primary driver for power generation was the
5 -- an engine named Electro-Motive Diesels, EMDs.

6 Q How many employees approximately did Genertek
7 have?

8 THE WITNESS: What did he say?

9 BY MR. PULECIO-BOEK:

10 Q How many employees did Genertek have?

11 A Oh, Genertek. Possibly about the same.

12 Q Would it have been the same 50 individuals that
13 used to work for Motor Works?

14 A About 50 people or -- at any one time, at the
15 highest level was around 50.

16 Q But would those have been the same 50
17 individuals who had previously worked and been
18 terminated and they just moved over to Genertek, or 50
19 new individuals?

20 A A mixture.

21 Q And those approximately 50 individuals were
22 terminated by Genertek, including yourself, prior to the
23 company dissolving and ceasing to exist?

24 MR. JIMENEZ: Objection as to form.

25 THE WITNESS: As far as I know, yes.

1 BY MR. PULECIO-BOEK:

2 Q And what did Genertek do?

3 A What?

4 Q What did Genertek do? What was its business?

5 A Genertek?

6 Q Yeah.

7 A The same as Motor Works.

8 Q Any difference between Motor Works and Genertek
9 or exactly the same?

10 A Exactly the same.

11 Q And how many people were -- work at Progen?

12 A I think the highest point was close to 100.

13 Q And when was the highest point?

14 THE WITNESS: What's he --

15 BY MR. PULECIO-BOEK:

16 Q When was the highest point where Progen had 100
17 employees?

18 A I would say the year 2024.

19 Q And how many employees does Progen presently
20 have?

21 A I have no knowledge.

22 Q Do you still work at Progen?

23 A No, I do not.

24 Q Since when did you leave Progen?

25 A When did I leave?

1 Q Uh-huh.

2 A March the 16th.

3 Q March 16 of 2026?

4 A Correct.

5 Q Did you quit or were you fired or were you
6 terminated?

7 A I quit.

8 Q Why did you quit Progen on March '26 -- on
9 March 16, 2026?

10 A Weren't getting paid our payroll, and there was
11 no indication of when that would occur.

12 Q And what was your salary at Progen?

13 A Salary was around 13,000 a month.

14 Q And since when did the company stop paying you
15 your salary?

16 A December.

17 Q In December of 2025?

18 A Yes.

19 Q And since you started there in around 2021,
20 until December 2025, you were always paid your monthly
21 salary?

22 A Incorrect.

23 Q There were periods of time where you were not
24 paid?

25 A That's correct.

1 Q Can you give us a sense of when those periods
2 of time were?

3 A I don't have the exact dates on them.

4 Q So you'd say --

5 A But I can get back --

6 Q I'm sorry?

7 A I said I can get back to you on that, but I
8 don't have the exact dates.

9 Q So you were paid your salary on and off, to put
10 it that way?

11 A Yes.

12 Q And did you have any reason to believe that you
13 would start getting paid a salary again after you ceased
14 to receive salary in December 2025?

15 MR. JIMENEZ: Objection as to form.

16 THE WITNESS: Usually what happened was during
17 that period of time, around 2021, payment would stop
18 without explanation, only with the assertion that it
19 would be paid. Up until -- as an example, 2021, we
20 hadn't been paid for about five months. And then we got
21 a check in December. And then after Christmas
22 sometimes, we did start getting paid again.

23 BY MR. PULECIO-BOEK:

24 Q Are you close to your brother?

25 A Say what?

1 Q Are you close to your brother, John Manning?

2 A Estranged.

3 Q Since when have you been estranged?

4 A Well, primarily since this last lack of
5 payment. It caused a lot of economical damage and --
6 without any recourse at the time. So that's when I
7 resigned.

8 Q So you'd say you've been estranged from your
9 brother, John Manning, since at least December of 2025?

10 A Since March the 16th.

11 Q Since March of 2026?

12 A Yeah.

13 Q When is the last time you spoke to your
14 brother, John Manning?

15 A March the 16th.

16 Q You have not spoken to him since?

17 A That is correct.

18 Q Since December of 2025, have you received any
19 payment, salary, compensation of any kind by either
20 Progen or your brother or any companies affiliated with
21 your brother?

22 A Since 2025?

23 Q Since December 2025?

24 A Oh, yes, I have.

25 Q Who has paid you, and how much?

1 A He paid me a portion of what they owed me.

2 Q Your brother, John Manning, paid you?

3 A Uh-huh.

4 Q Is that a yes?

5 A That is correct.

6 Q When did your brother, John Manning, pay you?

7 MR. JIMENEZ: Objection as to form.

8 THE WITNESS: He paid us -- paid me within --
9 let's see, it's July. He paid me within June, this last
10 year. This year.

11 BY MR. PULECIO-BOEK:

12 Q So a month ago he paid you?

13 A Yes.

14 Q How much did he pay you in June of 2026?

15 A He owed me about 65,000. He owed me -- he paid
16 me about 43,000.

17 Q So your brother, John Manning, paid you last
18 month, approximately \$43,000?

19 A That's correct.

20 Q Was part of the purpose of that payment that
21 you remained aligned with him as a co-defendant in this
22 matter?

23 MR. JIMENEZ: Objection as to form.

24 THE WITNESS: Explain that again.

25 //

1 BY MR. PULECIO-BOEK:

2 Q Was part of the purpose of that payment that
3 your brother made to you a month ago that you remained
4 aligned with him as a co-defendant in this legal action?

5 MR. JIMENEZ: Objection as to form.

6 THE WITNESS: No.

7 BY MR. PULECIO-BOEK:

8 Q You said that you had not spoken to him since
9 March, but I assume you spoke to him in connection with
10 that payment that you received, correct?

11 MR. JIMENEZ: Objection as to form.

12 THE WITNESS: The fact is the money was
13 payroll, he owed me that money, and I demanded I needed
14 paid. He did -- when I did resign, he did say he would
15 pay me. It just wasn't in line with the time that he
16 said. End of story.

17 BY MR. PULECIO-BOEK:

18 Q So you do speak to him at least for issues
19 relating to payment?

20 A No. That was by text --

21 Q Just to be clear, when I asked -- I'm sorry,
22 please go ahead. I think we --

23 A I have not spoken to him since March the 16th.
24 That's your -- your question. I said no.

25 Q You've -- you have not texted with him?

1 A And I -- I did text him on March the 16th about
2 my payment.

3 Q You have text messages with your brother?

4 A Only on March the 16th.

5 Q Have you produced those text messages to us in
6 this litigation?

7 A No.

8 Q Can you please produce them?

9 A Well, they were deleted.

10 Q When did you delete your text messages with
11 your brother, co-defendant, John Manning?

12 A Well, you asked me if I've ever spoke to him.
13 I said no. Well, I deleted everything from him, all
14 communication from him.

15 Q You've been deleting your text messages with
16 your brother?

17 A Yeah. Everything I had up to that point was
18 deleted.

19 Q Everything -- every text message you had with
20 your brother up until March 2026, you deleted?

21 A Say it again?

22 Q Every text message you had with your brother up
23 until March 2026, you deleted, yes?

24 A Of anything of any consequence, yes. Anything
25 -- and anything negative, yes.

1 Q The important text messages and the negative
2 emails you deleted?

3 A I do have those text --

4 MR. JIMENEZ: Objection as to form.

5 BY MR. PULECIO-BOEK:

6 Q You deleted the important and negative text
7 messages?

8 THE WITNESS: What did he --

9 What?

10 BY MR. PULECIO-BOEK:

11 Q You said that you deleted the important and
12 negative text messages?

13 A Yes.

14 Q Okay. So only the text messages that are
15 irrelevant are the ones that you kept?

16 A That's correct.

17 MR. JIMENEZ: Objection as to form.

18 BY MR. PULECIO-BOEK:

19 Q And then you have continued texted -- texting
20 with him since March 2026?

21 A 26th?

22 Q Have you continued texting with your brother,
23 John Manning, co-defendant in this action, since March
24 of 2026?

25 A March 26th is not even the date. It's March

1 16th.

2 Q Have you continued texting with your brother,
3 co-defendant John Manning, since March 16 of 2026?

4 A No.

5 Q You have not texted at all?

6 A Zero.

7 Q You have not texted in connection with the
8 payment of \$43,000 that you received last month?

9 A Zero.

10 Q Who did you text with or communicate with in
11 connection with that payment that you received last
12 month?

13 A The only person that I did text was Andrew
14 Williamson.

15 Q You have text messages with Andrew Williamson?

16 A That's correct.

17 Q Do you delete those as well?

18 A No.

19 Q Have you kept all of your text messages with
20 Andrew Williamson for the past couple of years?

21 A No.

22 Q When did you last delete your text messages
23 with Andrew Williamson?

24 A They were on the Progen account, so no.

25 Q When did you last delete your text messages

1 with Andrew Williamson?

2 A It would've been in June.

3 Q You deleted all of your text messages with
4 Andrew Williamson --

5 A I have not --

6 Q Let me finish my question. You deleted all of
7 your text messages with Andrew Williamson that existed
8 prior to June 2026?

9 MR. JIMENEZ: Objection as to form.

10 THE WITNESS: Repeat. I have personal text
11 messages to Andrew, strictly when I was going to get the
12 payment. That's all. It was a couple. There's only a
13 couple with Andrew in it. I can go back and look and
14 see if there's any other texts. At this moment, I'm not
15 aware, okay?

16 BY MR. PULECIO-BOEK:

17 Q So at a minimum, you have and you still
18 preserve text messages with Andrew Williamson relating
19 to the payment that you received last month for \$43,000?

20 A I do have a couple of those texts.

21 Q Have you produced those text messages to us in
22 this litigation?

23 A Sure. I can.

24 Q You will produce them?

25 MR. JIMENEZ: To the extent that they're

1 responsive. I don't know that they're -- they would be
2 responsive and I haven't seen them, but -- so in --
3 consistent with these court proceedings or any requests
4 that you made, and they're not subject to any objection,
5 we'll produce, but I'm not sure that they would be
6 responsive.

7 MR. PULECIO-BOEK: You don't think the pay --
8 the witness getting paid a month before his deposition
9 is a responsive text message? Okay. We'll take that up
10 with the Court. Good. Thanks, Counsel.

11 MR. JIMENEZ: His salary.

12 MR. PULECIO-BOEK: So, Mister --

13 MR. JIMENEZ: You want to engage -- no, no.
14 You want to engage. You just asked the question.

15 MR. PULECIO-BOEK: Mister -- no, no. We're
16 fine. We're fine.

17 MR. JIMENEZ: You --

18 MR. PULECIO-BOEK: We don't need to have -- we
19 don't need -- we don't need to have discussions in front
20 of the witness.

21 BY MR. PULECIO-BOEK:

22 Q Mr. Manning --

23 MR. JIMENEZ: No, please let me finish. You
24 made a statement --

25 MR. PULECIO-BOEK: No, you can finish -- you --

1 not here on my time.

2 MR. JIMENEZ: You made a -- you made a very
3 incorrect --

4 MR. PULECIO-BOEK: You can send us --

5 MR. JIMENEZ: Oh, no. You made --

6 MR. PULECIO-BOEK: You can send us a -- you can
7 send us a letter later.

8 BY MR. PULECIO-BOEK:

9 Q Mr. Manning --

10 MR. JIMENEZ: You made -- you made an incorrect
11 suggestion here on the record that --

12 MR. PULECIO-BOEK: Okay. Got it.

13 MR. JIMENEZ: -- I want to --

14 MR. PULECIO-BOEK: You can correct the record
15 later. Or you can --

16 MR. JIMENEZ: I -- no. I -- you know what, no.
17 This is the time to correct the record.

18 THE REPORTER: And I'm sorry. I'm sorry --

19 MR. JIMENEZ: This is the record that is being
20 -- that is being created. I need to --

21 MR. PULECIO-BOEK: Please do not -- sir,
22 please, Counsel.

23 MR. JIMENEZ: -- be --

24 MR. PULECIO-BOEK: Counsel, please don't
25 sabotage the deposition.

1 THE REPORTER: I'm sorry. Counsel --

2 MR. JIMENEZ: I'm not sabotaging the --

3 THE REPORTER: I'm sorry, Counsel, to
4 interrupt, but if we could have just one person talking
5 at a time for the record.

6 MR. PULECIO-BOEK: I'm going to ask that
7 Counsel behave professionally, that he cease sabotaging
8 the deposition, and that he not consume time improperly
9 and incur looking for another witness.

10 MR. JIMENEZ: I am -- let me state for the
11 record, I -- you are misrepresenting what this payment
12 was all about. The witness testified what it was about.
13 And so you suggesting that there was some payment for
14 some nefarious basis is patently false, and it's
15 contrary to what the witness already testified.

16 BY MR. PULECIO-BOEK:

17 Q Mr. Manning, do you --

18 MR. JIMENEZ: I would ask you to refrain -- let
19 me finish, please. I would ask you to refrain from
20 making misrepresentations regarding the witness's
21 testimony.

22 BY MR. PULECIO-BOEK:

23 Q Mr. Manning, do you have other text messages
24 with Andrew Williamson other than your text messages
25 from last month regarding the \$43,000 payment that you

1 received?

2 A I'm not aware, but I can check for you.

3 Q But you do recall texting with him, yes?

4 A Most of my communication with him was through
5 the Progen account and emails, but that -- I do not have
6 that account. But if I have, I will back -- go back and
7 check.

8 Q Have you deleted any of your text messages with
9 Mr. Williams [sic]?

10 A Say that again?

11 Q Have you deleted any of your text messages with
12 Andrew Williamson?

13 A No.

14 Q The owner of Progen is your brother, John
15 Manning?

16 A John Manning is my brother.

17 Q And he is the owner of Progen?

18 A As far as I know.

19 Q How much capital has your brother, John
20 Manning, contributed to Progen?

21 A I'm not -- I'm not aware of that.

22 Q Your brother owned Genertek Power Corporation?

23 A As far as I know.

24 Q How much money had your brother contributed to
25 Genertek Power Corporation before it dissolved and

1 ceased to exist?

2 A I have no knowledge.

3 Q Your brother owned Genertek Power Industries,
4 LLC?

5 A As far as I know.

6 Q How much brother -- how much capital had your
7 brother contributed to Genertek Power Industries, LLC,
8 before it dissolved and ceased to exist?

9 A I have no knowledge.

10 Q Your brother owns Two Lions Holdings, LLC?

11 A I have no knowledge.

12 Q Your brother owns AOT Holding AG?

13 A I have no knowledge.

14 Q During the time that you worked at Progen as
15 vice president of mechanical, you had an email account,
16 correct?

17 A I had an inventory account?

18 Q An email account.

19 A Email, yes.

20 Q What was your email address?

21 A Wm@Progen1.com.

22 Q At any point in time, did you use any other
23 email addresses?

24 A At any time did I use that email address?

25 Q I'll rephrase. At any point in time during

1 your period with Progen, did you use any other email
2 addresses other than your -- the email address that you
3 just stated?

4 A Not doing company business, no.

5 Q Not for company business?

6 A Correct.

7 Q You never used another email account or your
8 personal email accounts for business?

9 A Not for Progen.

10 Q Not for Progen business, you mean?

11 A That's correct.

12 Q But for other businesses?

13 A Maybe personal.

14 Q During the period of time in which you were
15 vice president of mechanical for Progen, you used a cell
16 phone?

17 A Yes.

18 Q How many cell phones did you use during the
19 period of time in which you were vice president of
20 mechanical for Progen?

21 A Personal.

22 Q How many cell phones did you use?

23 A One.

24 Q What is the number of that phone?

25 A 828-699-5118.

1 Q And did you keep that device that you used
2 during the period of time that you were vice president
3 of mechanical at Progen?

4 A Repeat your question.

5 Q Did you keep that mobile device?

6 A Did I keep it?

7 Q Yeah. Do you have the device with you still or
8 have you changed that device?

9 A [No audible response.]

10 Q And you would use that device to send email
11 accounts relating -- emails relating to Progen, yes?

12 A Yes.

13 Q And you would use that cell phone to exchange
14 text messages relating to Progen business?

15 A Correct.

16 Q And those text messages including text messages
17 with your brother, John Manning, and text messages with
18 Andrew Williamson?

19 A That's correct.

20 Q At any point in time, have you been instructed
21 by your lawyers at Holland & Knight to preserve and not
22 delete any relevant information that you might have
23 relating to this case?

24 MR. JIMENEZ: I'm going to object and instruct
25 the witness not to answer. Anything that concerns

1 communication between the attorney and the client is
2 privileged, and I'm going to instruct him not to answer.

3 MR. PULECIO-BOEK: You're going to instruct him
4 not to answer whether he has preserved information?

5 MR. JIMENEZ: No. I'm going to object to the
6 question that you just asked. Anything that concerns a
7 communication between counsel and the client, which is
8 what your question was.

9 MR. PULECIO-BOEK: To be clear, you are
10 instructing him not to respond whether he has received a
11 document preservation notice or whether he --

12 MR. JIMENEZ: That is --

13 MR. PULECIO-BOEK: -- has been placed on
14 document preservation? You're instructing --

15 MR. JIMENEZ: I --

16 MR. PULECIO-BOEK: -- him to respond that?

17 MR. JIMENEZ: I am instructing him not to
18 answer any question that concerns a communication
19 between the attorney and the client, yes.

20 BY MR. PULECIO-BOEK:

21 Q Mr. Manning, are you going to follow your
22 attorney's recommendation?

23 A Correct.

24 Q Other than deleting your text messages with
25 your brother, John Manning, have you deleted any other

1 text messages that relate to Progen business?

2 A No.

3 Q Have you deleted emails from your email
4 account?

5 A No.

6 Q Have you retained access to your email account
7 after you left Progen?

8 A No, I do not have an active account.

9 Q That account you left behind and remains in the
10 custody, control, and possession of Progen, yes?

11 A That's correct.

12 Q Did you review your emails and text messages
13 when responding to the discovery requests that we sent
14 you in this action?

15 A What was your question?

16 Q In this action, we have sent you requests for
17 production of documents and interrogatories, yes?

18 A Yeah.

19 Q You are aware of that?

20 THE WITNESS: I'm -- I'm not hearing his
21 question really.

22 MR. JIMENEZ: Can you repeat the question,
23 maybe a little louder --

24 THE WITNESS: I can't --

25 MR. JIMENEZ: -- and slower?

1 THE WITNESS: -- hear him.

2 BY MR. PULECIO-BOEK:

3 Q Are you aware that we have sent you, in this
4 action, requests for production of documents and
5 interrogatories? You are aware of that?

6 A Yes.

7 Q Did you review your emails and your text
8 messages to respond to those requests for production of
9 documents and interrogatories?

10 A What I had available, yes.

11 Q But you didn't have access to your emails,
12 correct?

13 A Not Progen's.

14 Q So you only reviewed your personal email
15 accounts?

16 A That's it.

17 Q You -- do your personal email accounts have any
18 information relating to Progen business?

19 A No.

20 Q Okay. So you reviewed emails that were
21 irrelevant to respond to our discovery requests?

22 A Correct.

23 Q Okay. And did you review your text messages
24 available in your phone to respond to our discovery
25 requests?

1 A Not all of them.

2 Q Did you review your text messages, the ones
3 that you hadn't deleted, with your brother, John
4 Manning?

5 A There's nothing to review because I -- they're
6 -- they're deleted.

7 Q Right. And did you review your text messages
8 with Andrew Williamson --

9 A No, I haven't.

10 Q -- to respond to our discovery requests?

11 A No, I haven't.

12 Q Did you review any text messages at all to
13 respond to our discovery requests?

14 A I wouldn't have had anything personal.
15 Everything I had to do with John Manning, or even
16 Andrew, would've been in that -- that same text group.
17 And when I deleted those, those all went away.

18 Q So the text messages that you had with your
19 brother, John Manning, it was a text group chat between
20 yourself, John Manning, and Andrew Williamson?

21 A Correct.

22 Q Was anyone else in that group chain message?

23 A I do not remember who they -- who they were.

24 Q But there were others?

25 A Yes.

1 Q Other Progen employees?

2 A Correct.

3 Q Other members of the Manning family?

4 A No.

5 Q Approximately how many other individuals were
6 in that group chain that you deleted?

7 A Possibly three, maybe four.

8 Q And in addition to that chain, or let's call it
9 the text group, you had separate individual text
10 messages with your brother, John Manning?

11 A Yes, I did.

12 Q And you deleted both your individual separate
13 messages with him and also your messages in the group
14 chain?

15 A Correct.

16 Q And you also have text messages with Andrew
17 Williamson separately with him and also in the context
18 of the group chat?

19 A There's possible separate emails with Andrew
20 Williamson.

21 Q Text messages, you mean?

22 A Yeah.

23 Q During the time that you were vice president of
24 mechanical at Progen, did you communicate in writing for
25 Progen business in any other way besides through your

1 email account and besides through text message?

2 A No.

3 Q Do you use an app called WhatsApp?

4 A Not for Progen, no.

5 Q You use it for personal reasons?

6 A No.

7 Q Do you use an app, or have you used an app,
8 called Signal?

9 A No.

10 Q Do you use or have you used an app called
11 Telegram?

12 A No.

13 Q So can you tell us and confirm for us that all
14 of the text messages that you would have are in your --
15 let's call it basic text messaging application in your
16 phone and not in any other separate applications?

17 A Repeat your question.

18 Q Can you confirm for us that any text messages
19 that you would have in your phone relating to Progen or
20 Progen business are in your text messaging app and not
21 in any other separate apps in your phone?

22 A I'm not aware that there is any other app.

23 Q Okay. Would you characterize your brother John
24 Manning's businesses, including Progen, as Ponzi
25 schemes?

1 MR. JIMENEZ: Objection as to form.

2 THE WITNESS: Would I?

3 BY MR. PULECIO-BOEK:

4 Q Yes.

5 A I'm not professionally at a capacity to be able
6 to assess that.

7 Q I'm not asking for your professional opinion,
8 I'm asking your impression. Would you have defined them
9 or characterize them as Ponzi schemes?

10 MR. JIMENEZ: Objection as to form.

11 THE WITNESS: What would you call a Ponzi
12 scheme?

13 BY MR. PULECIO-BOEK:

14 Q I would call a Ponzi scheme a business which
15 solicits and obtains funds from third parties only to be
16 able to cover debts or payments that are owed to other
17 third parties?

18 MR. JIMENEZ: Objection as to form.

19 THE WITNESS: I know nothing about his inner
20 working, so no.

21 BY MR. PULECIO-BOEK:

22 Q Is it the practice of your brother's
23 businesses, including the businesses where you have
24 worked over the past ten or 15 years, to solicit and
25 obtain funds, and then use those funds only to pay other

1 debts without actually doing work in any projects?

2 MR. JIMENEZ: Objection as to form.

3 THE WITNESS: I have no knowledge of his inner
4 workings.

5 BY MR. PULECIO-BOEK:

6 Q Okay. You have no knowledge of the inner
7 workings of your brother's companies despite that you
8 have been working with him and for his companies as vice
9 president of mechanical for the past 15 years?

10 A That's correct.

11 Q Okay.

12 A I would've had to have been an officer of the
13 company.

14 Q You would've had to be an officer of the
15 company to know whether your brother's companies are
16 Ponzi schemes?

17 A Well, I would have had been a vice president or
18 some other -- holding some office that knew the inner
19 workings of the company, and I did not.

20 Q Who would know the inner workings of your
21 brother's companies?

22 A Andrew Williamson.

23 Q Anyone else would know of the inner workings of
24 your brother's companies, including whether they are
25 Ponzi Schemes besides your brother and Andrew

1 Williamson?

2 A I have no knowledge.

3 Q Who were the closest employees, advisors, or
4 executives to John Manning and Andrew Williamson at
5 Progen?

6 MR. JIMENEZ: Objection as to form.

7 THE WITNESS: As far as decisions making,
8 policymaking, it's between those two.

9 BY MR. PULECIO-BOEK:

10 Q Who else --

11 A I know --

12 Q Who else was close to them or advised them at
13 the leadership?

14 A There you said advisement. I know no other
15 person was in that position.

16 Q What is the formal position, or what was the
17 formal position, of your brother, John Manning, at
18 Progen?

19 A CEO.

20 Q Owner and CEO, yes?

21 MR. JIMENEZ: Objection as to form.

22 BY MR. PULECIO-BOEK:

23 Q Yes?

24 A President and CEO.

25 Q And owner, yes?

1 MR. JIMENEZ: Objection as to form.

2 THE WITNESS: I assume he is.

3 BY MR. PULECIO-BOEK:

4 Q Owner, president, and CEO. What is Andrew?

5 A I assume --

6 Q You -- I'm sorry?

7 A I said -- you -- you asked me if he was owner.

8 I only assume. I do not know nothing of the inner
9 working of that company.

10 Q Okay. Andrew Williamson, what is his role at
11 Progen?

12 A He is the president of -- actually the COO,
13 Chief Operating Officer.

14 Q Andrew Williamson is and has been Chief
15 Operating Officer of Progen, yes?

16 A Correct.

17 Q And those have been their same roles at
18 Genertek and at the prior company before Genertek?

19 A I can only assume.

20 Q What -- you were the vice president of
21 mechanical at Progen.

22 A Yeah.

23 Q What other vice presidents did Progen have?

24 A They had a vice president, a senior vice
25 president of sales. They had vice president of

1 electrical engineering. They had vice president of
2 purchasing. And vice president of project management.

3 Q Who was the vice president of sales at Progen?

4 A Of which one?

5 Q The vice president of sales at Progen?

6 A That would've been Shane Lawlor.

7 Q Who was the vice president of electrical
8 engineering at Progen?

9 A Electrical engineering was Scott Crampton.

10 Q Who was the vice president of purchasing, I
11 believe is what you said?

12 A Jorge Garcia.

13 Q You mentioned vice presidency of sales, vice
14 presidency of purchasing, vice presidency of electrical
15 engineering. Any other vice president?

16 A Project management.

17 Q Who was the vice president of project
18 management?

19 A Eric Kyle.

20 Q Any other vice president, or is it just those
21 four?

22 A I think that's about it.

23 Q Was there anyone else at the C level besides
24 the CEO, your brother, and the COO, Mr. Williamson?

25 A There was an assistant operations manager.

1 Q What's his name?

2 A His first name is Dev, D-E-V, and Remendal
3 [ph], or -- I do not know how to spell it. He's Indian.

4 Q Is it correct to say that the senior leadership
5 and management of Progen was comprised by these
6 individuals, John Manning, Andrew Williamson, the four
7 vice presidents that you mentioned, plus yourself, and
8 the assistant operations manager?

9 MR. JIMENEZ: Objection as to form.

10 THE WITNESS: You got two different divisions
11 there. One is administration, the other is basically
12 operations. You got administration which is strictly
13 Andrew and John as far as heading up that group. As far
14 as the rest, it -- he had a tier group there where he
15 had executive vice president of sales. He was in a
16 division all of his own. And then the vice president of
17 Progen management, he's pretty much on his own. He --
18 he controlled all the project managers. As far as
19 mechanical, yeah, I had the mechanical department.
20 That's about it.

21 BY MR. PULECIO-BOEK:

22 Q My question is whether with these individuals
23 that we've discussed, the five vice presidents,
24 including yourself, John Manning and Andrew Williamson,
25 and the assistant operations manager, that covers all of

1 the senior leadership of Progen, or are we leaving
2 anyone out?

3 MR. JIMENEZ: Objection as to form.

4 THE WITNESS: As far as my knowledge, yes. As
5 far as policymaking, there's only two people.

6 BY MR. PULECIO-BOEK:

7 Q Is Shane, the vice president of sales, still at
8 the company?

9 A Yes.

10 Q And he has been with the company since around
11 2021?

12 A I'm not aware.

13 Q Are you aware whether his salary continues to
14 be paid?

15 A No, I'm not aware.

16 Q Does Scott, the vice president of electrical
17 engineering, does he continue to work at Progen?

18 A As far as I know.

19 Q Does Jose, the vice president of purchasing,
20 does he continue to work at Progen?

21 A As far as I know.

22 Q Does Eric Kyle from project management, does he
23 continue to work at Progen?

24 A As far as I know.

25 Q And Dev, the assistant operations manager, does

1 he continue to work at Progen?

2 A No.

3 Q When did Dev stop working for Progen?

4 A I'm not clear on the date.

5 Q Give me your best estimate.

6 A I think around December, January --

7 Q And this --

8 A -- February, in that area.

9 Q I'm sorry?

10 A Around January, February, in that area. He
11 left for same reasons with lack of pay.

12 Q Do you know why some employees, such as
13 yourself, were no longer paid while others continued to
14 get paid?

15 A Not aware.

16 Q Your salary was paid directly from Progen's
17 accounts, or was it paid through a third party vendor or
18 payroll manager?

19 A I have no knowledge.

20 Q Well, you received the money in your account,
21 right?

22 A Yes.

23 Q Who was paying the money? Was it Progen or was
24 it a third party vendor?

25 A It was -- from all accounts it was Progen.

1 Q Always, or did Progen ever use a payroll
2 manager to pay your salary?

3 A I'm not really clear, but I do believe that
4 that was the case at some point. I just don't know the
5 dates for when that happened.

6 Q Do you believe that at some point there was a
7 payroll manager managing the payment of your salary?

8 A I -- I can only assume, yes.

9 Q And you would assume that because you would see
10 that the money coming into your account was not coming
11 from Progen, but from a third party?

12 A That's correct.

13 Q Is your brother John Manning married?

14 A Yes.

15 Q What's the name of his wife?

16 A Jennifer Manning.

17 Q Does Jennifer Manning work or has worked for
18 Progen?

19 A I'm not aware.

20 Q You're not aware whether Jennifer Manning has
21 ever drawn salaries or any other sort of compensation,
22 payments, or benefits from Progen?

23 A That wasn't your question, but I am aware she
24 has, yes.

25 Q And describe to us the payments, benefits,

1 values that she has extracted from Progen.

2 A I'm not aware.

3 Q But she has is what you're saying?

4 A Yeah. I don't know what she's paid or what
5 benefits she had or anything of that nature, no.

6 Q How do you know that she has extracted money,
7 benefits, compensation from Progen?

8 A Hearsay.

9 Q Who would have told you that information?

10 A Hmm?

11 Q Who would've told you that information?

12 A This was years ago.

13 Q I'm sorry?

14 A Years ago. I'm not aware.

15 Q You said hearsay, meaning someone else told
16 you, yes?

17 A Yes. This goes all the way back to Motor Works
18 and other companies, too.

19 Q Okay. So in Motor Works --

20 A I --

21 Q I'm sorry?

22 A I'm not aware of Progen.

23 Q In -- at least in Motor Works and Genertek, and
24 potentially in Progen, Jennifer Manning has been
25 receiving money from those companies, yes?

1 MR. JIMENEZ: Objection as to form.

2 THE WITNESS: I assume, yes.

3 BY MR. PULECIO-BOEK:

4 Q Okay. Is Jennifer Manning an engineer?

5 A No.

6 Q Does she have a college degree?

7 A No.

8 Q Has she ever had an office in any of these
9 companies?

10 A In one of those companies, yes.

11 Q Which one?

12 A Motor Works.

13 Q Has she ever, as best as you know, having been
14 the vice president of mechanical for all these companies
15 all these years, has Jennifer Manning ever actually
16 performed services, given value, to Motor Works,
17 Genertek, or Progen?

18 MR. JIMENEZ: Objection as to form.

19 THE WITNESS: That's speculative, but I'll say
20 I'm not aware.

21 BY MR. PULECIO-BOEK:

22 Q Do John Manning and Jennifer Manning have
23 children?

24 A Yes.

25 Q Who -- what are the names of their kids?

1 A Danielle and Laura.

2 Q Danielle Manning and Laura Manning, yes?

3 A Yes.

4 Q Have Danielle and Laura Manning ever worked for
5 Motor Works, Genertek, or Progen?

6 A Laura.

7 Q And the -- and she has actually performed
8 services, provided value, to Progen?

9 MR. JIMENEZ: Objection as to form.

10 THE WITNESS: I assume.

11 BY MR. PULECIO-BOEK:

12 Q Have Danielle and Laura received payments,
13 compensation, or other benefits from either Motor Works
14 or Genertek or Progen?

15 A I'm not aware.

16 Q Have John Manning or Jennifer Manning diverted
17 funds of Progen to provide benefits or give payments to
18 Danielle and Laura Manning?

19 MR. JIMENEZ: Objection as to form.

20 THE WITNESS: Not aware.

21 BY MR. PULECIO-BOEK:

22 Q Andrew Williamson married?

23 A Andrew Williamson what?

24 Q Is he married?

25 A Yes. No, excuse me, he's divorced.

1 Q And what's the name of his ex-wife?

2 A That I don't know.

3 Q How long has he been divorced?

4 A I'm not aware of that.

5 Q Approximately how many years?

6 MR. JIMENEZ: Objection. Asked and answered.

7 THE WITNESS: I have no idea.

8 BY MR. PULECIO-BOEK:

9 Q Well, you started Progen in 2021. During the
10 time that you were in Progen, was he already divorced or
11 was he still married?

12 A I do believe he was married.

13 Q So likely he got divorced at some point since
14 2021?

15 A Obviously.

16 Q Do you have a sense of whether that was before
17 or after the contracts with CELEC?

18 A I think it was before.

19 Q And do -- Andrew Williamson and his ex-wife,
20 did they have children?

21 A The answer to that is no.

22 Q Did Andrew Williamson have children separately
23 out of wedlock?

24 A Yes.

25 Q How many children?

1 A I know of one.

2 Q There are potentially others?

3 A I have no idea.

4 Q And what's the name of that one child --

5 A Garrett.

6 Q -- out of wedlock?

7 A Garrett Kyle.

8 Q Garrett Kyle. Is that the vice president of
9 Progen management that you mentioned?

10 A Correct.

11 Q So the vice president of project management at
12 Progen is Andrew Williamson's out of wedlock child?

13 A Stepson.

14 Q Stepson, or a child that he had with someone
15 other than his ex-wife?

16 A I have no knowledge.

17 Q Does your brother have any child out of wedlock
18 other than Danielle and Laura?

19 A I have no knowledge.

20 Q I noticed that you're laughing. Is there any
21 specific reason?

22 A That's a funny question.

23 Q Why is it a funny question?

24 A Just kind of -- funny kind of guy, I guess.

25 Q Me or -- sorry, I don't -- I don't think that I

1 am necessarily funny, but is your brother a funny guy?

2 A I'm not aware of all of his doings because he
3 is not mine.

4 Q Do you suspect --

5 A If --

6 Q I'm sorry, Mr. Manning?

7 A I'm just not aware. I'm going to say I'm not
8 -- I have no knowledge, okay? We'll end it there.

9 Q Okay. Well, are you aware whether he has had
10 extramarital relations?

11 MR. JIMENEZ: I'm going to object. And you're
12 going very, very far --

13 THE WITNESS: Yeah, that's --

14 MR. JIMENEZ: -- from -- this is, you know,
15 it's getting --

16 BY MR. PULECIO-BOEK:

17 Q I'll rephrase the question. Mr. Manning, do
18 you suspect that your brother has used Progen funds to
19 pay mistresses or women that he has had extramarital
20 relations with?

21 MR. JIMENEZ: Objection as to form.

22 THE WITNESS: I have no -- no proof of any of
23 that, sir. I have no knowledge.

24 BY MR. PULECIO-BOEK:

25 Q I'm not asking you if you have proof. I'm

1 asking you if you suspect that event has happened?

2 MR. JIMENEZ: Objection as to form.

3 THE WITNESS: Object to that, too. No.

4 BY MR. PULECIO-BOEK:

5 Q You do not suspect that ever happened?

6 A No.

7 Q Do you suspect that Andrew Williamson at any
8 point has diverted funds from Progen to pay for
9 mistresses or extramarital affairs, people that he's
10 been having extramarital affairs with?

11 MR. JIMENEZ: Objection as to form.

12 THE WITNESS: I have no knowledge of anything
13 about Andrew Williamson.

14 BY MR. PULECIO-BOEK:

15 Q Other than Laura Manning, your niece, and Kyle,
16 the son of Andrew Williamson, does anyone else that is
17 affiliated or has a relationship with them work or has
18 worked at Progen?

19 A Yes.

20 Q Who else?

21 A Shane Lawlor.

22 Q What is the nature of Shane's relationship with
23 either John or Andrew Williamson?

24 A He's married to Laura.

25 Q He is -- John Manning is the father-in-law of

1 the vice president of sales of Progen?

2 A Correct.

3 Q Anyone else?

4 A Say what?

5 Q Anyone else related to John Manning and Andrew
6 Williamson that's that works or has worked at Progen?

7 A No.

8 Q Okay. Did your wife ever work at Progen?

9 A No.

10 Q Any reason for that?

11 MR. JIMENEZ: Objection as to form.

12 THE WITNESS: You don't even want to go there.
13 No.

14 BY MR. PULECIO-BOEK:

15 Q I'm just asking since a lot of relatives of
16 Andrew Williamson and John Manning seem to work at
17 Progen and extract and derive benefits from Progen, I'm
18 just wondering why that was never made available to you
19 and your wife?

20 MR. JIMENEZ: Objection as to form. You are so
21 out of line --

22 THE WITNESS: I know.

23 MR. JIMENEZ: -- with your questioning. It is
24 so inappropriate and disrespectful, and it's improper
25 and misrepresents the testimony. So I would ask you to

1 please refrain from making any comments, and stick to
2 asking questions.

3 MR. PULECIO-BOEK: Well, I think the transcript
4 speaks for itself. So I am going to ask you to stop
5 making speaking objections and then the judge can see
6 the video. The judge can see the witness smiling. The
7 judge can see the transcript.

8 BY MR. PULECIO-BOEK:

9 Q Mr. Manning, is there any --

10 MR. JIMENEZ: -- speaks for itself --

11 BY MR. PULECIO-BOEK:

12 Q Mr. Manning --

13 MR. JIMENEZ: -- out of line.

14 MR. PULECIO-BOEK: Got it.

15 BY MR. PULECIO-BOEK:

16 Q Mr. Manning, is there any reason why this
17 pattern of making Progen and Progen funds available to
18 relatives was not made available to you and your wife?

19 MR. JIMENEZ: Objection as to form.

20 THE WITNESS: I'm not aware. True statement.

21 BY MR. PULECIO-BOEK:

22 Q Did you ever discuss that topic with your
23 brother?

24 A Say what?

25 Q Did you ever discuss that topic with your

1 brother?

2 A No.

3 Q You never had any discussions with your brother
4 about why Progen funds and assets were being used for
5 the benefit of John Manning and Andrew Williamson's
6 family?

7 MR. JIMENEZ: Objection as to form.

8 THE WITNESS: No.

9 BY MR. PULECIO-BOEK:

10 Q Okay. Mr. Manning, do you link up your phone
11 with your computer? Do you have a backup of your phone
12 and information in your phone in your computer?

13 A No.

14 Q Have you ever made a backup of your phone in
15 your computer?

16 A No, I do not have a backup phone.

17 Q I'm saying, sometimes when you connect your
18 phone to your computer, the computer makes an automatic
19 backup of the phone. I'm just wondering if that has
20 ever happened.

21 A The photos.

22 Q Sorry?

23 A The photos.

24 Q Anything else other than the photos?

25 A -- is, I'm not aware of it.

1 Q Is it possible that when you have connected
2 your phone to your computer, your computer has created a
3 backup of the text messages that you deleted with your
4 brother and with the group chat?

5 A No.

6 Q Do you know that for certain because you made
7 sure they were deleted?

8 A I don't even know how to do it. No.

9 Q So there is a chance that those messages can
10 still be backed up in your computer?

11 MR. JIMENEZ: Objection as to form.

12 THE WITNESS: I look at my phone every day, do
13 it -- everything, and I've never seen anything anywhere
14 in this phone, so no.

15 BY MR. PULECIO-BOEK:

16 Q You're certain that those text messages are
17 deleted?

18 A I am absolutely certain.

19 Q You have been sued in the past, correct?

20 A By one individual.

21 Q Have you ever been sued other than that --

22 A No.

23 Q -- lawsuit filed by Josef Reed?

24 A Oh. Yeah, that was dismissed.

25 Q So you were referring to another lawsuit?

1 A Huh?

2 Q You were saying that you -- that you were sued
3 in the past, yes?

4 A Yes.

5 Q Who sued you?

6 A A person named John Manning.

7 Q John Manning, your brother, has sued you?

8 A Yes.

9 Q When did your brother, John Manning, sue you?

10 A Back in 2014.

11 Q And why did your brother sue you?

12 A Said I was infringing on his client and that I
13 was doing business with his client, and so he sued me
14 and went to court and the judge threw it out as
15 frivolous and ridiculous. Because the fact that no, the
16 client that I was working for had actually bought a
17 company that he had done business with and actually
18 wasn't successful.

19 But anyway, I took and was called by a company
20 called AngloGold out of South Africa. And if I wouldn't
21 mind bidding on a project to repair some units that John
22 Manning had actually put in and never completed. So I
23 did. I won the contract and I went there, I did it, and
24 then he sued me for doing it. The judge threw it out as
25 ridiculous and frivolous.

1 Q And you said --

2 A And -- his client. And they sent a letter and
3 under no circumstances was he a vendor for them.

4 Q After that lawsuit, you joined your brother at
5 Motor Works as vice president of mechanical?

6 A Yeah.

7 Q Why did you do that?

8 A God only knows.

9 Q Do you regret that decision?

10 A We regret a lot of things in a lifetime. Yeah.

11 Q And so just to see that I have the timeline
12 straight. So your brother sues you in connection with
13 supposedly or allegedly infringing in a relationship
14 with AngloGold, and that lawsuit is dismissed or you
15 prevail, and then after that you joined Motor Works as
16 vice president of mechanical?

17 A Yeah.

18 Q Yes?

19 A Yeah. Not soon after, but later on, yeah.

20 Q Besides that lawsuit, the other lawsuit that
21 comes to your mind is the lawsuit filed by Josef Reed
22 recently?

23 A What about it?

24 Q That -- can you recall any other lawsuit
25 against yourself other than your brother's lawsuit,

1 Josef Reed's lawsuit, and the instant action against
2 you?

3 A No.

4 Q Who is Josef Reed?

5 A What about him?

6 Q Who is he?

7 A It was -- he was naming me, much like this one
8 is because my name was Wade Manning, I guess, is that I
9 had something to do with his payroll. And so I reached
10 out to them, under no circumstances that I was in a
11 position to have any decision or -- or control of what
12 his payroll was or was to be paid. And they agreed, and
13 they took me off the lawsuit.

14 Q What was Josef Reed's role at Progen?

15 A Project manager.

16 Q He worked under --

17 A Garrett.

18 Q -- Garrett Williamson?

19 A Correct.

20 Q Who is Donna H. Sholar, D-O-N-N-A, H., Sholar,
21 S-H-O-L-A-R?

22 A Yes. She holds several department heads, but
23 one was human resources. I think she's head of
24 administration there. Other than that, I'm not aware.

25 Q And she continues to be at the company?

1 A Correct.

2 Q Is there any reason why you left her out when
3 we were discussing the vice president and other senior
4 leadership of Progen?

5 A Is there any reason what?

6 Q Why you left her out when we were discussing
7 the names of the senior leaders of the company?

8 A Left her -- what?

9 Q Left her out. Why you didn't mention her name?
10 MR. JIMENEZ: Why you didn't mention her name?

11 THE WITNESS: Where?

12 MR. JIMENEZ: Like -- can you repeat the
13 question just so --

14 THE WITNESS: Where was I supposed to say --
15 BY MR. PULECIO-BOEK:

16 Q Yeah, Mr. Manning, I'll clarify the question.
17 A few minutes ago, we were discussing about --

18 MR. JIMENEZ: Daniel, slower, please, because
19 -- just so that he understands --

20 MR. PULECIO-BOEK: He -- he'll understand.
21 Don't worry. Thank you.

22 BY MR. PULECIO-BOEK:

23 Q Mr. Manning, a few minutes ago, we were talking
24 about the senior folks at Progen, and we went through
25 the vice presidents and the assistants and the like. I

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1 was just wondering why Donna's name didn't come up.

2 A So I'm not even aware where her real position
3 is, that's why.

4 Q But --

5 A They're the head of human resources. That to
6 me is not head of any -- much of anything.

7 Q Okay. And but she -- would you say that she's
8 close to your brother and Andrew Williamson?

9 A Correct.

10 Q And she has been with them throughout these
11 several companies?

12 A Off and on.

13 Q Okay. Is there anyone else other than these
14 individuals that we have discussed who have been with
15 Mr. Williamson and your brother throughout these
16 companies and that continues to work at Progen?

17 A Offhand, I can't think of anybody else.

18 Q Okay. You are aware of the two contracts for
19 the sale of generators between Progen and our client,
20 CELEC?

21 A Only when I received a subpoena. That's the
22 first time I ever saw a contract.

23 Q You are aware that Progen had a contract before
24 receiving our subpoena, yes?

25 A What? Say it again?

1 Q You are aware that Progen had a relationship
2 with CELEC before we filed our lawsuit, yes?

3 A Correct.

4 Q When did you first become aware that Progen and
5 CELEC had a relationship?

6 A In 2024.

7 Q And how did you become aware of that
8 relationship?

9 A In a corporate meeting down below where they
10 introduced the fact that they were about to enter into
11 discussions about a possible project with Ecuador.

12 Q Who introduced that at the corporate meeting?

13 A Andrew Williamson.

14 Q And when did the meeting take place?

15 A I -- I don't have -- recall the exact date.

16 Q Would this have been at some point in the first
17 half of 2024?

18 A I believe so.

19 Q And so at some point in the first half of 2024,
20 there was a corporate meeting at Progen where this idea
21 was introduced by Andrew Williamson, yes?

22 A I believe so.

23 Q And who participated at that corporate meeting?

24 A The department heads of the company.

25 Q Can you walk me through who those are?

1 A Yeah. It would've been myself, Scott Crampton,
2 Garrett, Production Manager Mark Gonzalez, purchasing,
3 and some of the production people, safety people, things
4 of that nature.

5 Q How many people would've participated in a
6 corporate meeting, approximately?

7 A Approximately ten.

8 Q Okay. Would anyone have taken notes of that
9 meeting?

10 A I'm not aware.

11 Q And was it the ordinary practice at Progen that
12 in such corporate meetings, at least one person would
13 keep notes of that meeting?

14 A It wasn't a practice, but at times, yes.

15 Q You would have expected at least one person in
16 that ten person meeting to keep some notes of that
17 meeting?

18 A Sure.

19 Q And what did Andrew Williamson say specifically
20 about the opportunity or project?

21 A Just basically the fact that this could be a
22 large project based on different locations. And it was
23 fairly sketchy, but it was a prominent possible contract
24 that they were working on.

25 Q You said "sketchy"?

1 A Type of engines, type of generation, and so
2 forth. There wasn't any mention of conditions or
3 anything like that. It was just more about the project.

4 Q You just were --

5 A Megawatts.

6 Q Go ahead.

7 A -- megawatts and things of this nature.

8 Q I -- you just used the word "sketchy." Did I
9 hear that correctly?

10 MR. JIMENEZ: No, you did not. He did not --
11 never used the word sketchy.

12 BY MR. PULECIO-BOEK:

13 Q So he summarized the opportunity in broad
14 terms; is that fair?

15 A Yeah.

16 Q Did he say that Progen was going to get paid
17 over \$100 million?

18 A No.

19 Q And he did he say how this opportunity had come
20 to Progen?

21 A No.

22 Q Did he say that this opportunity entailed
23 Progen manufacturing generators for CELEC?

24 A No.

25 Q Did he say that this project entailed a

1 specific type of generator that Ecuador needed with a
2 specific type of fuel?

3 MR. JIMENEZ: I'm going to object as to form
4 and to this line of questioning. I'm going to have the
5 same objection. And I can say it each time, unless you
6 want to agree that we're raising the objection as to
7 each question along the way.

8 MR. PULECIO-BOEK: You can -- you know how to
9 object.

10 BY MR. PULECIO-BOEK:

11 Q Mr. Manning, did he discuss or raise the issue
12 that Progen -- I'm sorry, that CELEC needed a specific
13 type of generator with a specific type of engine running
14 on a specific type of fuel?

15 MR. JIMENEZ: Objection as to form.

16 THE WITNESS: Based on, like I said, the -- the
17 discussion was based on the type of units in -- in
18 specific terms as far as megawatt and voltage, which had
19 been for the electrical department and for the
20 mechanical departments, what make of engine and so
21 forth. And we're going to do a 3.5 megawatt unit.
22 Well, we know what that is. And -- and pretty much
23 giving a description with the kind of equipment then.
24 And basically the locations and so forth because it
25 required different types of units. And that's pretty

1 much it.

2 BY MR. PULECIO-BOEK:

3 Q What did he say about the locations?

4 A At the time, I wouldn't have been able to
5 repeat them. I mean, it was like the solid trial at
6 DeVito and Cusamaro [ph] plants, but at the time, I was
7 just making notes because we didn't know where the
8 locations were.

9 Q What do you recall happening after that? You
10 recall that CELEC ultimately signed a contract with
11 Progen?

12 A Pretty much nothing happened after that. We --
13 they were in discussions about the contract, and so it
14 took some time, my understanding, but I remember for
15 that to even occur. So it wasn't until later on that
16 year that I guess they had their agreements and so
17 forth. We never saw the contracts. We never saw the
18 agreements or what the discussions were or any emails or
19 anything like that, so we were pretty much in the dark
20 about it.

21 Q You say "we." Who do you mean?

22 A I'm talking about the group we're talking
23 about, the -- that was in that room. Other than
24 probably Garrett or maybe Shane, they had direct
25 communication.

1 Q Other than Garrett or Shane, none of the other
2 folks in that initial corporate meeting were kept
3 apprised or made aware of the evolution of the
4 discussion and the ultimate signature of the agreements
5 with CELEC?

6 A I'd say probably Scott Crampton because
7 electrical engineering had to do the preliminary
8 drawings and -- for the electrical layout.

9 Q But no one else?

10 A No.

11 Q And did you speak to your brother or to Andrew
12 Williamson about why you were being kept in the dark?

13 MR. JIMENEZ: Objection as to form.

14 THE WITNESS: At that point in time, I didn't
15 know I was.

16 BY MR. PULECIO-BOEK:

17 Q You would later find out that you were being
18 kept in the dark?

19 MR. JIMENEZ: Objection as to form.

20 THE WITNESS: Well, that's just speculation,
21 but as far as anything to do with what was going on with
22 the contract, yes, I didn't -- I had no idea what was
23 going on.

24 BY MR. PULECIO-BOEK:

25 Q When did you realize that you were being kept

1 in the dark?

2 MR. JIMENEZ: Objection as to form.

3 THE WITNESS: Pretty much until the contract
4 had been canceled.

5 BY MR. PULECIO-BOEK:

6 Q And at that point, did you complain to your
7 brother and Andrew Williamson for having been kept in
8 the dark?

9 MR. JIMENEZ: Objection as to form.

10 THE WITNESS: No.

11 BY MR. PULECIO-BOEK:

12 Q Did you ever complain to them for having been
13 kept in the dark?

14 MR. JIMENEZ: Objection as to form.

15 THE WITNESS: No.

16 BY MR. PULECIO-BOEK:

17 Q Did other members of the team complain to
18 Andrew Williamson and John Manning about having been
19 kept in the dark?

20 MR. JIMENEZ: Objection as to form.

21 THE WITNESS: Not that I'm aware.

22 BY MR. PULECIO-BOEK:

23 Q So on -- only John Manning and Andrew
24 Williamson and potentially their relatives, Garrett and
25 Shane, would've been kept apprised of the evolution and

1 ultimately the signature of the contracts with CELEC?

2 MR. JIMENEZ: Objection as to form.

3 THE WITNESS: Speculation, but I have no
4 knowledge who they told it to.

5 BY MR. PULECIO-BOEK:

6 Q But based on your understanding, that's who you
7 assume were being kept apprised?

8 MR. JIMENEZ: Objection as to form.

9 THE WITNESS: Yes.

10 BY MR. PULECIO-BOEK:

11 Q And you are aware of this company called
12 Astrobryxa?

13 A Only after the subpoenas.

14 Q By the subpoenas, you mean after we filed the
15 lawsuit?

16 A Yes.

17 Q You were not aware of Astrobryxa before then?

18 A No.

19 Q You had never heard of Astrobryxa before our
20 lawsuit?

21 A Had not.

22 Q You had never heard of Karlos Saud before our
23 lawsuit?

24 A Never.

25 Q You had never heard of Walther Manrique before

1 our lawsuit?

2 A Not even until just now.

3 Q Had John Manning or Andrew Williamson ever
4 conducted any sort of project in Latin America?

5 A Yes.

6 Q In what country?

7 A Chile.

8 Q When?

9 A Oh, this goes back probably 20 years.

10 Q And what project did they do in Chile 20 years
11 ago?

12 A I'm not aware of it. I wasn't -- I wasn't part
13 of it.

14 Q Okay. How do you know that they did a project
15 in Chile 20 years ago?

16 A Through association with a company, knowing
17 that they did do a project there.

18 Q And what's the name of that company?

19 A It was so far back. Let's see. Let me recall
20 that. I do believe that was done through Motor Works.
21 Yes, it was. Through a company called CTG.

22 Q CPG?

23 A CTG.

24 Q So you believe that at some point, probably 20
25 years ago, Motor Works and CTG would've done a project

1 in Chile?

2 A Uh-huh.

3 Q Yes?

4 A Yes.

5 Q Other than that project in Chile 20 years ago,
6 do you have any recollection or knowledge of Andrew
7 Williamson or John Manning directly or through any other
8 multiple companies ever doing any business in Latin
9 America?

10 A Not that I'm aware.

11 Q Are you aware of John Manning or Andrew
12 Williamson directly or through any of these companies
13 ever participating in a project similar to the project
14 with CELEC, meaning a project in which they were
15 required to manufacture, deliver, and install power
16 generators in another country?

17 A Yeah.

18 Q What projects were -- are those?

19 A What part of what?

20 Q What projects are those?

21 A I believe they did a project Zamerc [ph] in
22 Yemen. They did a project in Montana called Cinex [ph].
23 Did a project in Dominican Republic. They did one in
24 Africa. Did one in -- a couple in Africa. Yeah. It
25 was a fairly large project. Yeah. That's about it.

1 Q And those projects that you just described, all
2 of them entailed manufacturing power generators and
3 delivering and installing power generators on site in a
4 foreign country?

5 A Do you want to define that?

6 Q Tell me what isn't clear about it.

7 A Manufacturing.

8 Q Explain. I don't think I follow your question.

9 A You're using the words, so how are you using
10 that? What do you mean by manufacturing?

11 Q By manufacturing, I mean a -- building a power
12 generator.

13 A Okay. I'll use that. Yes.

14 Q What do you mean by manufacture?

15 A That's not my question.

16 Q But I'm asking you. If I --

17 A I need to -- I need to answer your question, so
18 I need to know your full meaning of it. So based on --
19 yes, they did. They did put together power generation
20 plants for these countries, for these projects.

21 Q I'm just trying to understand what do you mean
22 by manufacturing? Why do you think that is a term that
23 is not clear?

24 A Well, manufacturing means you're taking a raw
25 piece of equipment and you're turning to get into

1 something.

2 Q Yes. And that is what you say that they did in
3 connection with these projects. They took raw pieces of
4 equipment and converted them into generators and
5 installed and delivered those generators in other
6 countries, yes?

7 A You don't have your definition right.

8 Q I guess what you're trying to tell me is that
9 in those examples that you just referenced, what your
10 brother and Andrew Williamson did is that they bought
11 old power generators, they painted them --

12 A They say they -- they packaged these -- this
13 equipment. They assembled them. We had these engines.
14 They're assembled with new power packs and so forth to
15 zero hour. Then it's do the same thing on the
16 generator, whether it's new or re-manufactured, whatever
17 the project called for, and assemble those on a common
18 skid with all the necessary equipment to operate that
19 unit with. They could be housed or they could be
20 stationary. And then they were placed in the projects
21 as prescribed by the contractor.

22 Q Let's try to simplify this.

23 A Okay.

24 MR. PULECIO-BOEK: In all these projects that
25 you mentioned that entailed delivering and installing

1 any foreign country power generators, what Andrew
2 Williamson and John Manning did, directly or through
3 their companies, is purchased used equipment and
4 assemble a generator, and that is the generator that
5 they delivered, yes?

6 MR. JIMENEZ: Objection as to form.

7 THE WITNESS: That's close.

8 BY MR. PULECIO-BOEK:

9 Q What you're saying to me is that you are not
10 aware of any project in which they built from scratch
11 new power generators, correct?

12 A That's an accurate statement, too.

13 Q That is accurate?

14 A Built from scratch.

15 Q Not from scratch?

16 A There is nothing there. There -- you've got a
17 floor there. You put a skid together, you put an engine
18 together, you put a generator. All that's from scratch.
19 And you put it together in a common genset that's --
20 that's put in -- on the site.

21 Q And you're saying that they have done that in
22 the past?

23 A Absolutely.

24 Q Has Andrew Williamson or your brother, John
25 Manning, directly or through any other companies ever

1 been involved in a project in which they built engines
2 for generators?

3 A They built engines?

4 Q Yes.

5 A Yes.

6 Q In what project did they build the engines for
7 the generators?

8 A All the projects I named.

9 Q All the projects that you've named, they built
10 the generators? They built the engines, I'm sorry?

11 A Yes.

12 Q Let's focus now on Progen. How many projects
13 prior to the CELEC contracts was Progen involved in that
14 entailed Progen building generators and installing and
15 delivering those generators in another country?

16 A Yeah.

17 Q Were there other projects like those at Progen?

18 A Were there other project what about Progen?

19 Q Let me -- I'll ask the question again. Prior
20 to the CELEC contracts, are you aware of any contracts
21 or projects at Progen, at Progen specifically, in which
22 Progen built, delivered, and installed in another
23 country new generators?

24 A New generators?

25 Q Yes.

1 A Yes. Yes.

2 Q Give me a list of those projects.

3 A Well, one with new generators was Hunt Project
4 in Texas. They delivered three new generators. They --
5 oh, one was in Africa. Baco -- Bacobaco [ph], we call
6 it. Yeah. It's right there by Ghana. That project
7 called down four large gensets. There were new
8 generators on them. Haven't seen any since then for a
9 while.

10 Q So as you sit here testifying today, you can
11 only recall two projects that Progen did prior to CELEC?
12 One --

13 A -- new generators. Yeah.

14 Q Regarding new power generators. One involving
15 three new generators for Hunt Oil in Texas, and one
16 relating to four power generators in Africa, yes?

17 A Uh-huh.

18 Q Yes?

19 A Yes.

20 Q Anything else?

21 A Not that I recall. With brand --

22 Q -- sorry?

23 A Not with brand new generators, no. Most of
24 them were re-manufactured.

25 Q So separate from those two projects, the one in

1 Africa and the Hunt project in Texas, there were other
2 projects at Progen in which Progen and -- I believe what
3 you just said is re-manufactured generators; is that
4 correct?

5 A That's correct.

6 Q In which projects did Progen -- give me a list
7 of other projects you are aware of in which Progen
8 re-manufactured generators and delivered and installed
9 those generators in another country?

10 A I believe the Chile project we mentioned,
11 Progen had -- not Progen, but Motor Works.

12 Q I am now focused specifically on Progen. I'm
13 asking you very, very specifically about Progen.

14 A Okay.

15 Q Give me a list of any projects you're aware of
16 in which Progen re-manufactured generators and delivered
17 and installed those generators in another country.

18 A I'm not aware of another one.

19 Q So the only experience that you are aware of
20 for Progen specifically involving generators, either
21 building new generators or re-manufacturing generators
22 and installing those generators in another country, were
23 the African project for four generators and the Hunt Oil
24 project for three generators, yes? Yes?

25 A Correct.

1 Q Am I correct that the Hunt Oil Generator
2 project ended up in litigation?

3 A That's what I'm aware.

4 Q Hunt Oil sued Progen because of their failure
5 to deliver the generators as agreed, yes?

6 A I assume.

7 Q You are aware of that, yes?

8 A Yeah, I haven't seen the lawsuit, so I'm not
9 aware what the litigation was.

10 Q But that is your general understanding, that
11 Hunt Oil sued Progen for their failure to deliver
12 appropriately those three generators?

13 A Correct.

14 Q And who was the customer in the African project
15 for four power generators that you described?

16 A I believe the name, and I'm -- I'm just
17 throwing it out there, was Ginser.

18 Q Can you spell that for us, if you could,
19 please?

20 A G-I-N-S-E-R.

21 Q Okay.

22 A I don't know the exact client.

23 Q And did that client also sue Progen?

24 A I'm not aware. I'm not aware there was a
25 litigation.

1 Q Did that customer also complain to Progen that
2 the -- that the generators were deficient or defective?

3 A [No audible response.]

4 Q Yes?

5 A Yes.

6 Q Were you or other members of the Progen team
7 concerned about Progen taking on a project that entailed
8 delivering dozens of new power generators in Ecuador?

9 MR. JIMENEZ: Objection as to form.

10 THE WITNESS: Are we concerned? Were we
11 concerned?

12 BY MR. PULECIO-BOEK:

13 Q Correct.

14 A Huh?

15 Q Yes. Were you concerned?

16 A Concerned about what, though? Why are you
17 being specific?

18 Q Okay. Let me be more specific. Were you or
19 others in the corporate team concerned about Progen's
20 ability to deliver and effectively perform any project
21 of this magnitude?

22 MR. JIMENEZ: Objection as to form.

23 THE WITNESS: Well, when they did it, no, we
24 weren't at the -- at the moment when they did accept the
25 contract.

1 BY MR. PULECIO-BOEK:

2 Q You and others were concerned about the ability
3 to perform?

4 A Not at that time.

5 Q But you did become concerned later, yes?

6 A Yes.

7 Q When did you become concerned about Progen's
8 ability to effectively perform?

9 A The deliveries in the -- that was actually put
10 on these is when they had to be delivered and operating.
11 It was a challenge. Not saying it was impossible. It
12 was a challenge. So when you say "concerned," yeah,
13 it's a challenge. Not that we haven't done things
14 difficult before, but yeah. But to be honest with you,
15 it was concerning.

16 Q When did you become aware that Progen would be
17 unable to effectively perform on the contracts?

18 MR. JIMENEZ: Objection as to form.
19 Misrepresents prior testimony.

20 THE WITNESS: Yeah.

21 MR. PULECIO-BOEK: Counsel, I assume you're
22 aware that you cannot make those sorts of speaking
23 objections. You continue doing it. We will move for
24 sanctions. Please refrain from doing speaking
25 objections.

1 BY MR. PULECIO-BOEK:

2 Q Mr. Manning, when --

3 MR. JIMENEZ: So let me speak. Let me speak.
4 You're misrepresenting what he just testified to.
5 You're trying to trick this witness.

6 MR. PULECIO-BOEK: Oh, so you know the rules
7 well?

8 MR. JIMENEZ: -- no, please. I know the rules.
9 You're misrepresenting the testimony. That is wrong.
10 And I ask you to please stop misrepresenting what the
11 witness just testified to.

12 MR. PULECIO-BOEK: If you continue making
13 speaking objections and coaching the witness, we will --

14 MR. JIMENEZ: I have not coached the witness.

15 MR. PULECIO-BOEK: -- move for sanctions.

16 MR. JIMENEZ: I have not coached the witness,
17 but I ask you to please stop misrepresenting what the
18 witness is testifying to. You're doing that --

19 BY MR. PULECIO-BOEK:

20 Q Mr. Manning --

21 MR. JIMENEZ: -- highly improper, and I will
22 gladly go before the judge.

23 BY MR. PULECIO-BOEK:

24 Q -- Mr. Manning, when did you become aware that
25 Progen was not going to be able to successfully perform?

1 A Not until that contract was canceled.

2 Q Okay. Did you discuss with your colleagues at
3 any point in time the fact that Progen did not have
4 sufficient experience for a project of its magnitude?

5 A Never.

6 Q That was not a concern to you that Progen was
7 getting itself involved in a contract for which it had
8 no experience?

9 A I didn't have a concern that they didn't --
10 weren't able to.

11 Q I'm sorry?

12 A I said I was not -- you're asking if did I ever
13 discuss that they had -- did not have it. I had never
14 said anything like that.

15 Q Well, just to see if I understand you
16 correctly, despite that Progen's experience was limited
17 to delivering seven defective generators for which
18 customers were complaining, you believed that Progen had
19 the appropriate experience to manufacture, deliver, and
20 install in a foreign country approximately 60 new power
21 generators?

22 MR. JIMENEZ: Objection as to form.

23 THE WITNESS: They had the experience, as in
24 the past, the same people to put these packages together
25 and deliver them and operate them.

1 BY MR. PULECIO-BOEK:

2 Q Okay. And you understand that what Progen did
3 in this specific project was it bought used generators
4 from third-parties, yes? You understand that?

5 A Yes.

6 MR. JIMENEZ: Objection as to form.

7 BY MR. PULECIO-BOEK:

8 Q And specifically, Progen bought used power
9 generators from Apollo Electric, yes?

10 A Correct.

11 Q And it also bought used power generators from
12 another company?

13 A Not other companies that I know of. There was
14 -- well, I say that they did have -- yes, they did.
15 Yes. Another company.

16 Q And that is the other company based out of
17 India, correct?

18 A Out of where?

19 Q India?

20 A No. Well, I don't know. Like I say, I'm not
21 aware who they all bought them other than -- than one
22 company called Keppel. The other one was Apollo
23 Electric.

24 Q So you are aware of at least two sources for
25 the used power generators that Progen bought, Apollo

1 Electric and Keppel, yes?

2 A They were -- they were new surplus, yes, from
3 Keppel.

4 Q Do you know whether Progen bought those used
5 power generators for the CELEC contracts from other
6 parties other than Apollo and Keppel?

7 A No.

8 Q You are generally aware that some of those
9 power generators were also purchased -- some of those
10 used power generators were also purchased from a company
11 in India, yes?

12 A Okay. Yes.

13 Q Are you aware of any other company that sold
14 those used power generators to Progen for the Ecuador
15 contracts?

16 A No, I'm not.

17 Q And this was not the first time that Progen had
18 purchased used power generators from Apollo Electric,
19 correct?

20 A That's correct.

21 Q In fact, it was the practice that for Progen's
22 contracts requiring the delivery of new power
23 generators, it would buy used generators from Apollo,
24 correct?

25 A For certain projects, yeah.

1 Q And it was also the practice -- it was
2 generally the practice for Progen that -- for contracts
3 that entailed delivering new power generators, they
4 would buy old generators, correct?

5 A Asserting that, yeah. Well, they bought engine
6 cores and generated cores, and they bought new
7 generators and -- for various projects, depending on
8 what their -- the contract called for, yeah.

9 Q You are aware that the practice of Progen was
10 in connection with contracts that required the delivery
11 of new generators to buy old generators, yes?

12 MR. JIMENEZ: Objection as to form.

13 THE WITNESS: It's not their practice. It's
14 common in the industry. It's the way you do business.
15 BY MR. PULECIO-BOEK:

16 Q I'm sorry?

17 A It is the way you do business. You buy cores
18 and remanufacture them on zero hour and make them like
19 new.

20 Q And had Progen purchased the old generators
21 from this Indian company before the old generators that
22 it bought in connection with the Ecuadorian contracts?

23 MR. JIMENEZ: Objection as to form.

24 THE WITNESS: Repeat your question.

25 //

1 BY MR. PULECIO-BOEK:

2 Q Had Progen purchased old power generators from
3 the Indian company --

4 A Indian?

5 Q -- that it purchased for? The Indian company,
6 yes.

7 A They -- did they purchase from the Indian
8 company? Are you --

9 Q My question specifically is are you aware
10 whether Progen purchased -- prior to the old generators
11 for the Ecuadorian contracts, whether they had purchased
12 in the past old power generators from the Indian company
13 in connection with other contracts?

14 MR. JIMENEZ: Objection as to form.

15 THE WITNESS: They do purchase engine cores
16 from various different entities, yes.

17 BY MR. PULECIO-BOEK:

18 Q Are you aware whether Progen ever disclosed to
19 CELEC that the new generators that it was supposed to
20 build were the result of old power generators that it
21 was purchasing from third parties?

22 A I have no knowledge of this.

23 Q Are you aware whether Progen ever disclosed
24 that to its customers, to any of its customers?

25 A It's an unfair question.

1 Q Please go ahead.

2 A In -- in -- this industry has been, for the
3 last hundred years, you buy cores, you remanufacture
4 them. We put over 2,000 of them in the industry when I
5 was growing up with my old man, so this is common to
6 every company out there. So you're talking about an
7 industry that's every day. It's a common -- it's a
8 common cause. So we buy cores, remanufacture them,
9 because the core part of the engine is good as new. You
10 make it back new by putting new components to it.

11 Q Yeah, my question is very specific. Are you
12 aware whether in any contract or any project in which
13 Progen had promised to deliver new power generators,
14 Progen disclosed to any of its customers that what it
15 was giving the customer was not a new generator, but an
16 old generator that was being refurbished?

17 MR. JIMENEZ: Objection as to form.

18 THE WITNESS: The answer is emphatic no.

19 BY MR. PULECIO-BOEK:

20 Q And we agree that what Progen did in this case
21 was purchase old generators from third parties,
22 including Apollo Electric and the Indian company and
23 Keppel, and then refurbish those old generators and
24 deliver them, yes?

25 MR. JIMENEZ: Objection as to form.

1 THE WITNESS: Okay.

2 BY MR. PULECIO-BOEK:

3 Q And you are aware that Progen tried to pass the
4 generators off as new, yes?

5 A No, I'm not.

6 Q You are aware that CELEC -- that you're aware
7 that Progen painted the generators to try to make them
8 look new, that it scratched or erased serial numbers so
9 that CELEC could not track the serial number of the
10 engines? You are aware of those things?

11 MR. JIMENEZ: Objection as to form.

12 THE WITNESS: I object to that. No.

13 BY MR. PULECIO-BOEK:

14 Q You are not aware?

15 A I'm aware that they did not scratch any numbers
16 off.

17 Q You are aware that Progen made efforts to try
18 to pass off the generators as new?

19 A No, I'm not.

20 Q You are aware that Progen hired a company
21 called InterFab, yes?

22 A Yes.

23 Q And the purpose of InterFab was to clean the
24 old power generators, paint them, and make them look
25 new, yes?

1 MR. JIMENEZ: Objection as to form.

2 THE WITNESS: Incorrect phrasing.

3 BY MR. PULECIO-BOEK:

4 Q Tell me what is incorrect about it.

5 A Well, yes, they were hired to provide the
6 common labor and so forth to do mechanical and electric
7 -- not electrical, but expertise in cleaning and
8 painting and so forth, which by my recollection, because
9 like I said, we never read a contract, but these
10 engines, before they go to site, have to be cleaned.
11 And in order to do that, you don't want to do that in a
12 site where it ecologically could damage the area, where
13 it's close to a river, which it was. So basically you
14 want to get all that residue and so forth that, with
15 mineral spirits, you do not want to hit the ground. So
16 you clean all that up and you make sure, because what
17 you're going to do is remove the power assemblies after
18 that and put new. You don't want to put it into a dirty
19 engine. For one, it's got carbon in it.

20 And at the same token, you do the same thing by
21 cleaning the outside and painting it. You do not want
22 to do that outside in the environment with other people.
23 So it's something you want to do before it goes to site.
24 Not to make it look new, that's not the point. The
25 point is when it gets through and you rebuild it, then

1 you've got an engine there, it's like new, period.

2 That's my explanation.

3 Q So we agree that what InterFab did here is it
4 took all of the old generators that Progen purchased
5 from third parties, and then it -- and then InterFab
6 cleaned and painted those generators to make them look
7 as new before they were delivered to CELEC, yes?

8 MR. JIMENEZ: Objection as to form.

9 THE WITNESS: The purpose was not to make them
10 look new, but to make them look -- so the point is when
11 they got there, it wouldn't have to be redone, period.
12 So they did prep them for shipment -- they prepped them
13 for shipment.

14 BY MR. PULECIO-BOEK:

15 Q Just trying to --

16 A No, you are.

17 Q No. No. I'm just trying to ask you a question
18 to try to figure this out properly. InterFab's role was
19 to clean and paint the old power generators that Progen
20 purchased from third parties for delivery to CELEC, yes?

21 A Yes.

22 Q And as a result of InterFab cleaning and
23 painting those old power generators as cleaned and
24 packaged, they looked new, correct?

25 MR. JIMENEZ: Objection as to form.

1 THE WITNESS: They did look good, didn't they?
2 Isn't that the purpose?

3 BY MR. PULECIO-BOEK:

4 Q They looked good enough for CELEC that -- for
5 CELEC to believe that they were new, correct?

6 MR. JIMENEZ: Objection as to form.

7 THE WITNESS: I have no idea.

8 BY MR. PULECIO-BOEK:

9 Q They looked good enough for a customer to
10 believe that they were new, yes?

11 A I have no idea. What we're doing -- what they
12 were doing was based on what they were instructed to do,
13 not for a purpose other than what I just described.

14 Q Was there any other company involved in the
15 cleaning and painting --

16 A No.

17 Q -- and packaging of the generators that were
18 sold to CELEC other than InterFab?

19 A Well, other than packaging, yes, you had a
20 company that did shrink wrapping.

21 Q What is the name of the company that did the
22 shrink wrapping?

23 A Yeah. What's that?

24 Q What is the name of the company that did the
25 shrink wrapping?

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1 A The name? I believe it's Palletized Trucking.

2 Q Was there any company other than InterFab
3 involved in cleaning and painting the old power
4 generators that were delivered to CELEC?

5 A They were only involved in the ones that went
6 to Salitral and Catamayo.

7 Q Who was responsible for painting and cleaning
8 the generators for the Quevedo site?

9 A Other than two of those, it was done out of
10 Florida.

11 Q Who did it in Florida?

12 A Huh?

13 Q Who?

14 A A company called Progen.

15 Q So for the Quevedo generators, you said with
16 the exception of two?

17 A Yes.

18 Q And those two, who cleaned and painted them?

19 A InterFab, yes.

20 Q So for that, let's try to just split this up.
21 For the Salitral and Catamayo generators, InterFab was
22 the only company responsible for painting and cleaning
23 the old power generators that Progen had purchased and
24 was delivering to CELEC, yes?

25 A Correct.

1 Q And for the Quevedo contracts, with the
2 exception of two generators, Progen directly, without
3 any other intermediary or vendor, cleaned and painted
4 the old power generators yes?

5 A It's my understanding.

6 Q And Progen did this in its site in Mulberry,
7 Florida?

8 A That's correct.

9 Q Specifically the site at Prairie Industrial?

10 A Correct.

11 Q And who specifically at Progen, what
12 individuals or employees, were responsible for the
13 cleaning and painting of the generators that went to the
14 Quevedo site in Ecuador?

15 A I don't have a knowledge of what person was in
16 charge of the paint department, but under production,
17 though, it would've been Mark Gonzalez.

18 Q Who is Mark Gonzalez?

19 A He's a production manager.

20 Q And he -- and I'm sorry, if you just take me
21 back to the vice president that we discussed, he falls
22 under what vice president?

23 A Me.

24 Q Mark Gonzalez worked under you?

25 A He's a mechanical person.

1 Q So he worked under you?

2 A Well, he worked with me, alongside. He's about
3 the -- had about the same authority.

4 Q Is Mark Gonzalez still at the company?

5 A Yes.

6 Q Is there any reason why Mark Gonzalez continues
7 getting his salary paid and not you?

8 MR. JIMENEZ: Objection as to form.

9 THE WITNESS: By a monkey. I don't know. No,
10 I don't know.

11 BY MR. PULECIO-BOEK:

12 Q So Mark Gonzalez would've been the person
13 responsible at Progen in connection with the cleaning
14 and painting of the generators that were delivered to
15 the Quevedo site?

16 A I assume.

17 Q Is there any reason why you personally were not
18 involved in that?

19 A Because I was in Houston.

20 Q You were in Houston accompanying or supervising
21 InterFab cleaning and painting the generators?

22 A That's correct.

23 Q How did Progen get the generators -- oh, let me
24 just walk back. Other than the generators that the --
25 other than the old generators that were being cleaned

1 and painted in Houston by InterFab and cleaned and
2 painted in Florida by Progen, were there any other
3 locations at which Progen was cleaning and painting old
4 generators for CELEC?

5 A Not that I'm aware of.

6 Q How did Progen ship the generators in Florida
7 and in Houston to Ecuador?

8 A Well, the ones that went out of Houston were
9 trucked to the port, which was called Manchester. And I
10 assume that either CELEC or Progen had a freight
11 forwarder assist in the shipping of the unit from there
12 to Ecuador.

13 Q So for the old generators that were painted and
14 cleaned in Houston by InterFab under your supervision,
15 those were placed in trucks and taking -- and taken to a
16 -- to a port, yes?

17 A Yes.

18 Q Who supervised or was responsible for placing
19 the generators that were located in Houston into trucks?

20 A They have people from the trucking company that
21 supervise that for safety reasons.

22 Q And what is the name of the trucking company
23 that was used for the generators in Houston?

24 A I don't have that information.

25 Q And as far as you can tell, this trucking

1 company had experience in loading and mobilizing
2 generators?

3 A Absolutely.

4 Q Was it the same process for the Florida
5 generators? Were they also put on trucks and taken to
6 ports?

7 A I assume.

8 Q But you don't know?

9 A Nope.

10 Q And the only person that would know that is
11 Mark Gonzalez?

12 A Most likely, or -- yeah, he would be the only
13 one. Yes.

14 Q Okay. Does Mark Gonzalez have any relationship
15 or kinship with the Manning family or the Williamson
16 family?

17 A No.

18 Q How long has Mark Gonzalez worked for Progen?

19 A He's worked there for about three years.

20 Q Okay. So we've discussed the portion of the
21 Ecuadorian contracts that relates to the purchase of old
22 power generators, and then cleaning and painting them.
23 Let's focus now on the part of building infrastructure
24 in a foreign country.

25 THE WITNESS: -- the restroom.

1 BY MR. PULECIO-BOEK:

2 Q Would you like, Mr. Manning, to take a
3 ten-minute break? Is that enough for you?

4 A I need to.

5 MR. PULECIO-BOEK: Good. Let's meet back here
6 at 12:20, if that's okay with everyone else on the Court
7 reporting team. I'm sorry for not asking.

8 THE VIDEOGRAPHER: Good with that.

9 MR. JIMENEZ: Do you want to just take a lunch
10 break now, or do you have very little to go?

11 MR. PULECIO-BOEK: I --

12 MR. JIMENEZ: We might as well break for lunch
13 if you have a lot more to go.

14 MR. PULECIO-BOEK: Yeah. I'd ask that we try
15 to take the lunch break closer to 2:00 so that we can go
16 ahead a little bit further.

17 MR. JIMENEZ: No. I'm going to break for lunch
18 now then. It's 12:10. We've been going straight. We
19 haven't taken a single break. 2:00 is a very late lunch
20 time, so I'd prefer to just take the lunch break now.

21 MR. PULECIO-BOEK: Mr. Manning, is that okay
22 with you?

23 THE WITNESS: You bet. I'm hungry.

24 MR. PULECIO-BOEK: Good. Whatever is good for
25 you. And obviously, the Court reporting team agrees.

1 Then maybe we meet back here at 1:00; is that okay? 50
2 minutes?

3 THE WITNESS: Sounds good to me.

4 MR. JIMENEZ: Yes.

5 MR. PULECIO-BOEK: Thank you, sir.

6 THE VIDEOGRAPHER: Give me one second, and I'll
7 take us off record.

8 MR. PULECIO-BOEK: Appreciate it. I'll see
9 y'all back here in 50. Thank you.

10 THE VIDEOGRAPHER: Yes. And we are now off
11 record.

12 (Off the record.)

13 MR. PULECIO-BOEK: Thank you.

14 THE VIDEOGRAPHER: 1:03 p.m. Eastern Standard.
15 We are now back on the record. And Counsel, you may
16 proceed.

17 MR. PULECIO-BOEK: Thank you.

18 BY MR. PULECIO-BOEK:

19 Q Mr. Manning, have you ever referred your
20 brother, or Mr. Williamson, or any other companies to
21 any law enforcement for a criminal investigation?

22 A No.

23 Q Have you ever considered doing it?

24 A No.

25 Q You have never considered or contacted counsel

1 for -- don't -- please don't tell me what you've
2 discussed with attorneys. You've never considered going
3 to prosecutors for law enforcement to report on the
4 behavior of your brother, and Mr. Williamson, and their
5 companies?

6 A No.

7 Q Okay. Mr. Manning, I'm going to show you in
8 the screen, a document.

9 MR. PULECIO-BOEK: Oh, I believe someone has to
10 allow me to share. Perhaps it's the court reporter.
11 Can the court reporter please confirm that I can share
12 documents?

13 THE REPORTER: Yeah. Let me see. I believe
14 you should be able to.

15 MR. PULECIO-BOEK: See now?

16 THE VIDEOGRAPHER: Yeah. I just got the
17 confirmation. You should be able to now.

18 MR. PULECIO-BOEK: Good. Thank you.

19 BY MR. PULECIO-BOEK:

20 Q Mr. Manning, I am showing you here a document
21 that is attached to our lawsuit.

22 MR. PULECIO-BOEK: For purposes of the
23 transcript, this is Docket Entry 128-13240.

24 BY MR. PULECIO-BOEK:

25 Q Do you see it in your screen?

1 A Yes.

2 Q And this is a document dated October 24, 2019,
3 and supposedly issued by a gentleman called Stephen
4 Brown from Lakeland Electric. Do you see that?

5 A Can you make it bigger?

6 Q Do you see that, Mr. Manning?

7 A Yes, I can.

8 Q And you see that that document is signed by
9 Andrew Williamson?

10 A Uh-huh.

11 Q Yes?

12 THE REPORTER: Is that a yes?

13 THE WITNESS: Yeah, I see it.

14 BY MR. PULECIO-BOEK:

15 Q Mr. Manning, this document is a forgery,
16 correct?

17 A Well, I'm not a professional. I can't verify
18 that that's a forgery.

19 Q This document was not issued by Lakeland
20 Electric, correct?

21 A What indicates to you that it's a forgery?

22 Q I had asked, Mr. Manning, that you answer my
23 questions instead of responding to me with a question.
24 This document was not issued by Lakeland Electric,
25 correct?

1 A I have no idea.

2 Q You have no idea --

3 A My first time -- the first time I saw this is
4 when I got the subpoena.

5 Q Okay. Did Progen ever have a contract with
6 Lakeland Electric?

7 A Progen?

8 Q Yes.

9 A No.

10 Q Has Progen ever performed work, services for
11 Lakeland Electric?

12 A No.

13 Q Did Progen ever perform the service described
14 in this document for Lakeland Electric?

15 A No.

16 Q To the best of your knowledge, this -- did
17 Stephen Brown from Lakeland Electric sign this document?

18 A I don't even know the person.

19 Q You've never heard of Stephen Brown from
20 Lakeland Electric?

21 A No.

22 Q When you became aware of this document as a
23 result of our lawsuit, did you discuss it with Andrew
24 Williamson?

25 A No.

1 Q You didn't ask him --

2 A I beg your pardon. I did ask him that.

3 Q Okay. And what did Mr. Williamson say?

4 A Based on the signature of Williamson, Andrew S
5 -- S-C-O-O-T, he says it's misspelled and that -- that
6 he did not ever sign that document.

7 Q Mr. Williamson told you he was unaware of this
8 document?

9 A That's correct.

10 Q He told you he was unaware of this document and
11 that he had not signed this document?

12 A Somebody signed his name, and it was spelled
13 wrong.

14 Q I am sorry, I believe my signal went out for
15 like five seconds. And Mr. Manning, Mr. Williamson told
16 you that he was unaware of this document and that he had
17 not signed this document, yes?

18 A Basically, he said he -- that was not his
19 signature.

20 Q Did he tell you that he was unaware of this
21 document?

22 A I don't recall that.

23 Q Did he tell you that he was unaware of this
24 document being provided to Progen -- I'm sorry, being
25 provided to CELEC?

1 A I -- I'm not aware of that. I don't think it
2 was discussed.

3 Q Okay. You do know that Progen was required to
4 provide to CELEC specific experience or examples of
5 experience in similar projects, right?

6 A No, I'm not aware.

7 Q Okay. I'm going to take you now, Mr. Manning,
8 to a different page of this document.

9 THE REPORTER: I'm sorry to interrupt, Mister
10 --

11 MR. PULECIO-BOEK: Please.

12 THE REPORTER: -- Pulecio-Boek, but would you
13 like to mark the --

14 MR. PULECIO-BOEK: There's no -- there's --

15 THE REPORTER: -- exhibit?

16 MR. PULECIO-BOEK: I am -- I understand.

17 There's no need since it's part of the docket and it's
18 being videotaped. For all purposes, it is the same.

19 BY MR. PULECIO-BOEK:

20 Q I'm going to take you, Mr. Manning --

21 MR. PULECIO-BOEK: Thank you.

22 BY MR. PULECIO-BOEK:

23 Q I'm going to take you, Mr. Manning, now to a
24 different page of our amended complaint.

25 MR. PULECIO-BOEK: And for purposes of the

1 record, this is ECF, or document in the docket,
2 128-43326.

3 BY MR. PULECIO-BOEK:

4 Q Are you with me, Mr. Manning?

5 A I see it. Yeah. Make it a little bit bigger.

6 Q This is a document. Can you see it there?

7 A Yeah.

8 Q Sorry. This is a document supposedly issued by
9 Megawatts. Can you see that?

10 A Yeah.

11 Q And as a supposed customer of Progen
12 Industries. Do you see that?

13 A Yes.

14 Q Has Megawatt Power Holdings ever been a
15 customer of Progen Industries?

16 A Wouldn't have no idea.

17 Q Have you ever heard of Megawatt Power Holdings,
18 Limited?

19 A Yes, I have heard of them.

20 Q But you don't know whether they have ever been
21 a customer of Progen?

22 A Not that I'm aware of.

23 Q Has Progen ever provided for Megawatt the
24 service described in this document?

25 A Not aware of it.

1 Q As far as you know, did Mr. Tommas Cardona from
2 Megawatt sign this document?

3 A Wouldn't have no knowledge.

4 Q Have you ever heard from a Tommas Cardona from
5 Megawatt Power Holdings?

6 A No, I haven't.

7 Q There is an email address listed here. It says
8 hs@Progen1.com. Do you see it?

9 A Yes.

10 Q That is a Progen email account, correct?

11 A I assume.

12 Q Who was responsible for handling or managing
13 the hs@Progen1.com email account?

14 A I wouldn't know because I wasn't even anywhere
15 around that company during that period of time. I had
16 my own company.

17 Q Okay. The following page --

18 MR. PULECIO-BOEK: And I am now, for the
19 record, on Docket Entry 128-43328.

20 BY MR. PULECIO-BOEK:

21 Q -- another certificate supposedly issued by
22 Megawatt. Did Progen ever provide for Megawatt the
23 services that are discussed in this certificate?

24 A I have no knowledge.

25 Q Did you discuss these two certificates

1 supposedly issued by Megawatt with Andrew Williamson?

2 A Wouldn't have no knowledge.

3 Q Did you discuss it with Andrew Williamson?

4 A No.

5 Q Did you discuss it with John Manning?

6 A No.

7 Q Did you discuss them with anyone else at
8 Progen?

9 A No.

10 Q Did you discuss them with anyone?

11 A No.

12 Q Okay. So I just want to be sure I understand
13 this. You receive our complaint attaching documents
14 that are forgeries, and you don't discuss those
15 documents with anyone?

16 A No, I was not.

17 MR. JIMENEZ: Objection as to form.

18 BY MR. PULECIO-BOEK:

19 Q Mr. Manning?

20 A I said no.

21 Q You weren't curious to see why Progen had
22 provided forged documents to CELEC?

23 A No. I was more curious why I was on this --
24 why I was on this complaint to begin with.

25 Q So to be clear, you did not ask anyone at

1 Progen at any time about these forged documents that
2 Progen had submitted to CELEC?

3 MR. JIMENEZ: Objection to form.

4 THE WITNESS: Again, I will repeat. I was
5 never part of or knew of Megawatt, or had any connection
6 to these people or that company or any of his principles
7 or anything at any time.

8 BY MR. PULECIO-BOEK:

9 Q I understand that, Mr. Manning. My question to
10 you is, when you receive a lawsuit in which you are a
11 defendant, which attaches documents, forged documents
12 that were provided by your company to CELEC. My
13 question to you is what steps did you take, if any, to
14 try to determine why Progen had provided these forgeries
15 to CELEC?

16 A No, I didn't, because I don't know that there
17 are forges. I don't know other than Progen was not in
18 existence at the time of Megawatt.

19 Q Progen did not even exist at this time?

20 A Of course not.

21 Q Progen didn't exist at the time of these
22 supposed certificates?

23 A Correct.

24 Q Be that as it may, I'm just trying to
25 understand, Mr. Manning, why you don't take any steps to

1 determine why these documents were provided by Progen to
2 CELEC?

3 A I'm sorry.

4 Q You're sorry about what?

5 A That you feel that way.

6 Q Mr. Manning, I'm just asking for a clear -- if
7 you don't want to answer it, you can say that you don't
8 want to answer it. Why didn't you take any steps to
9 determine why Progen had provided these forgeries to
10 CELEC?

11 A I don't have an answer for you.

12 Q Are you refusing to answer the question?

13 A I don't have an answer for you.

14 Q And why don't you have an answer for me?

15 A Because I don't have an answer for you.

16 Q Is it because you didn't care that Progen had
17 defrauded CELEC?

18 A Had nothing to do with me.

19 Q So because the fraud involved your brother is
20 what you're saying, you didn't want to inquire any
21 further?

22 A It doesn't have to do with me.

23 MR. JIMENEZ: Objection as to form.

24 BY MR. PULECIO-BOEK:

25 Q Well, Mr. Manning, it does have to do with you

1 because you are a party to the lawsuits and you were
2 part of the team. I'm sorry, please let me finish. And
3 you were part of the team that was cleaning and painting
4 the generators in Houston. So I'm trying to understand
5 from you, why is it that you didn't care about these
6 forgeries to ask Progen about?

7 MR. JIMENEZ: Objection as to form.

8 THE WITNESS: You can't answer why I'm on there
9 anyway.

10 BY MR. PULECIO-BOEK:

11 Q I'm sorry, Mr. Manning?

12 A Why am I -- why am I even part of that?

13 Q I'll repeat again. In a deposition, you are
14 here to answer questions that are asked of you by
15 attorneys. So I'll ask, Mr. Manning, that you respond
16 to the questions that I am asking.

17 A Well, soon after I saw the subpoena and -- and
18 met the first time with them, it was the only -- only
19 document I discussed with him was the one with Lakeland,
20 where we just -- just discussed about. After that,
21 shortly there, I left the company and I said I have not
22 spoken with him since then. That should be sufficient
23 answer.

24 Q You did not care about the forgeries to ask
25 about them to --

1 MR. JIMENEZ: Objection as to form.

2 BY MR. PULECIO-BOEK:

3 Q Mr. Manning?

4 THE WITNESS: That's your words, not mine.

5 BY MR. PULECIO-BOEK:

6 Q I'm sorry?

7 A That's your words, not mine.

8 Q Did you care about the fact that Progen had
9 provided forged documents to CELEC?

10 A I will rephrase that for you. I cared a whole
11 lot about the fact that I am involved in this whole
12 lawsuit when I shouldn't be.

13 Q Yeah, but my I can ask -- if you don't want to
14 answer the question, you can say that you refuse to
15 answer it. I prefer that instead of wasting time on
16 this back and forth.

17 A All right. I refuse to answer.

18 MR. JIMENEZ: No, he's not -- you're ask --
19 you're not asking questions. You're making statements
20 and characterizing things.

21 THE WITNESS: Yes, that's what you --

22 MR. JIMENEZ: And so that's what you're doing.
23 It's like, you're asking questions that can't be
24 answered. It's -- you know, you're these questions are
25 so inappropriate and so far off. Repeat your question.

1 He's answered this three times already, but you persist,
2 wanting him to use your exact words.

3 MR. PULECIO-BOEK: But the speaking objections
4 are so wildly inappropriate. We are going to move for
5 sanctions.

6 MR. JIMENEZ: The questions, the way they're
7 phrased, are so wildly inappropriate.

8 BY MR. PULECIO-BOEK:

9 Q Mr. Manning, again --

10 A All right. Look at it this way, I care but
11 there's nothing I can do about it, okay?

12 Q You cared that Progen had provided forged
13 documents to CELEC, but there was nothing you could do
14 about it?

15 MR. JIMENEZ: Objection as to form.

16 BY MR. PULECIO-BOEK:

17 Q Well, Mr. Manning, I'm happy to hear that you
18 care because that is obviously what one would expect.

19 A Well, I hope that satisfies you.

20 Q I'm sorry?

21 A I hope that satisfies you.

22 Q Then if you do in fact care about Progen
23 providing forged documents to CELEC, my question, Mr.
24 Manning, is, what steps have you taken to ensure that
25 Progen can make CELEC whole for the fraud?

1 MR. JIMENEZ: Objection as to form.

2 THE WITNESS: I will repeat what we said the
3 first time on the Lakeland Apartment. They claimed they
4 did not produce those. It was produced by others.
5 That's all I know about it.

6 BY MR. PULECIO-BOEK:

7 Q Okay. I'm going to take your attention now to
8 another document. And for purposes of the transcript,
9 it is docket entry 128-5330. And you'll see, Mr.
10 Manning, the document in the screen is a certificate
11 supposedly by Pacific Gas and Electric. Do you see
12 that?

13 A It needs to be enlarged.

14 Q I will just show you the top right that has the
15 name Pacific Gas and Electric.

16 A Okay.

17 Q And Mr. Manning, did Progen ever provide
18 services to perform work for Pacific Gas and Electric?

19 A I'm not aware.

20 Q Was Pacific Gas and Electric ever a customer of
21 Progen Industries?

22 A I'm not aware.

23 Q Did Progen ever provide to Pacific Gas and
24 Electric the services described in the supposed
25 certificate?

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1 A You need to enlarge that. I can't read it.

2 Q Can you read it now?

3 A Yeah. Hold on. Protection. Chile. Is that
4 Chile? Okay. Yeah. Ask your question again.

5 Q Did Progen ever provide for Pacific Gas and
6 Electric, the services that are described in the
7 supposed certificate?

8 A I understand they did.

9 Q You understand that Progen Industries provided
10 a contract -- or performed on a contract for nearly \$50
11 million to Pacific Gas and Electric in Chile, yes?

12 A They said they did engage into a contract very
13 similar.

14 Q Okay. So Pacific Gas and Electric has been a
15 customer of Progen Industries?

16 A I -- I said I'm not aware of the company. I
17 said it's similar.

18 Q What is similar?

19 A Well, it says Chile, and I know they did a
20 project in Chile. That's about as far as I know about
21 it.

22 Q Let's try to focus on my question, Mr. Manning,
23 if we could. I know you referred previously to a
24 project allegedly performed in Chile 20 years ago. I'm
25 asking you here very specifically, about whether this

1 service that appears in this certificate as purportedly
2 provided by Progen Industries to Pacific Gas and
3 Electric ever happened to the best of your knowledge,
4 yes or no?

5 A I have no knowledge.

6 Q You have no knowledge of Progen Industries
7 providing -- please let me finish my question. You have
8 no knowledge of Progen Industries providing the service
9 described in this alleged certificate to Pacific Gas and
10 Electric?

11 MR. JIMENEZ: Objection as to form.

12 BY MR. PULECIO-BOEK:

13 Q You have no knowledge?

14 A I have no knowledge.

15 Q During your entire time at -- I'm sorry, I
16 forget the company before Genertek. It's -- what's the
17 name of the company?

18 THE WITNESS: What did he ask?

19 What did you ask?

20 BY MR. PULECIO-BOEK:

21 Q What is the name of the company before
22 Genertek?

23 A No, I don't know if it was Genertek or Motor
24 Works. I have no idea.

25 Q Motor Works. I'm sorry. During your entire

1 time at Motor Works, Genertek, or Progen, did you ever
2 hear of any services being provided to Pacific Gas and
3 Electric?

4 A No.

5 Q Did you ever hear of any services being
6 provided to Megawatt?

7 A No.

8 Q Did you ever hear of any services being
9 provided to Lakeland Electric?

10 A No.

11 Q Are you aware of any of those companies ever
12 being customers of any of those three companies?

13 A Yes.

14 Q Of any of those companies being customers of
15 Works of Genertek and Project?

16 A We -- first off, start with Lakeland Electric,
17 that was a company owned, again I'll repeat, by a
18 gentleman named Jay Shen, and that was -- I gave you the
19 dates when they were effective. As far as Megawatt, I
20 think there was a joint venture between Megawatt and, I
21 don't know if it was John Manning or if it was Genertek
22 or Megawatt because I mean -- or Motor Works. I have no
23 idea because I wasn't in the area at that time.

24 Q I take you now, Mr. Manning, to a document also
25 attached to our complaint, and it's Docket Entry

1 128-63332. You'll see that this is a document
2 supposedly issued by Discovery Silver. Do you see that?

3 A Discovery Silver, okay.

4 Q Do you see that?

5 A Yeah.

6 Q Are you aware of Discovery Silver ever being a
7 customer of Progen Industries?

8 A I believe they were. Not Progen, excuse me.
9 No, they were not.

10 Q The service described here in this document,
11 was that a service that Progen Industries delivered and
12 provided to Discovery Silver?

13 A Yeah, I have no knowledge of this company or
14 what was the -- the project.

15 Q Have you ever heard of Liam Miller from
16 Discovery Silver?

17 A No, I have not.

18 Q In all of your time with your brother and your
19 brother's companies, Motor Works, Genertek, Progen, were
20 you ever involved or heard of a project for Discovery
21 Silver?

22 A No.

23 Q I am now going to take your attention to -- or
24 before we do that. Just going back to the generators,
25 Mr. Manning. You are aware that CELEC was promised by

1 Progen that it would receive generators that could run
2 on heavy fuel, HFO, yes?

3 MR. JIMENEZ: Objection as to form.

4 THE WITNESS: Rephrase your question.

5 BY MR. PULECIO-BOEK:

6 Q The generators that Progen was supposed to
7 deliver to CELEC were generators that were supposed to
8 run on heavy fuel, HFO, yes?

9 A Yes.

10 Q And that generators that were delivered to
11 CELEC were not generators that could run on HFO,
12 correct?

13 MR. JIMENEZ: Objection as to form.

14 THE WITNESS: Not in the present state, no.

15 BY MR. PULECIO-BOEK:

16 Q There were generators that could only run on
17 diesel, correct?

18 A In their present state.

19 Q If -- prior to Progen shipping the generators
20 to CELEC, did Progen ever test those generators?

21 A Did Progen do what?

22 Q Test the generators. Test? Test?

23 A Oh, test. Test the generators in what form?

24 Q In any form.

25 A Well yeah, they were mega [ph] tested.

1 Q I'm sorry?

2 A They had tested the generators themself, yes.

3 Q What was tested of the generator?

4 A They were mega [ph] tested.

5 Q Explain what that means.

6 A It means they checked the -- their generators
7 for continuity.

8 Q What does that mean?

9 A It means to make sure that there's no shorts or
10 breaks in the -- in the armatures between that and the
11 generator.

12 Q To put that in terms of lawyers who are not
13 mechanics, that means a test to determine that the
14 electricity is flowing through the generator, yes?

15 A It means that it will flow through the
16 generator.

17 Q A test to determine that the -- that
18 electricity will flow through the generator, yes?

19 A Yes. There are no breaks. Yes.

20 Q Okay. And Progen performed that test on every
21 single generator that it delivered to CELEC?

22 MR. JIMENEZ: Objection as to form.

23 THE WITNESS: I'm not aware.

24 BY MR. PULECIO-BOEK:

25 Q Are you aware that at least one generator was

1 tested?

2 A Oh, absolutely.

3 Q How many generators were tested?

4 A From my perspective -- or what I tested, there
5 was over 14 that I saw.

6 Q And you would expect that CELEC -- that Progen
7 has and maintains records of any such tests being
8 conducted?

9 A If that's still available, I'm not sure.

10 Q What would be -- what output does such a test
11 generate, or put differently, what records are generated
12 of such a test being performed and passed?

13 A It usually shows the -- the voltage, the amount
14 of voltage, and -- that was actually conducted on each
15 generator to determine that it was safe.

16 Q There is some sort of document, spreadsheet,
17 certificate that is generated?

18 A It normally is, but I'm not sure where that is
19 at this point, this long ago.

20 Q But when such a test is performed, that is the
21 type of record or output that the test generates?

22 A And it would follow along with the generator,
23 had the contract probably not been canceled, but I don't
24 know where it is now.

25 Q I'm just trying to determine with you -- for

1 you to help me understand, that there is in fact a
2 document that is ordinarily issued or generated after
3 such a test is performed on a generator?

4 A That's correct.

5 Q And what form is that? Is it an Excel
6 spreadsheet, is it a Word document?

7 A No. It's just a form that's generated by the
8 company that's doing the -- the testing.

9 Q So there should be a form by Progen, correct,
10 with the test provided -- performed on each of these
11 generators?

12 A But if it was issued to Progen, I'm not sure
13 where that is.

14 Q Okay.

15 A Or where -- even if it exists now.

16 Q What, it could have been deleted?

17 A Huh?

18 Q It could have been deleted or destroyed?

19 A Could have been a number of things.

20 Q Well --

21 A I don't know where it is or who controls it.
22 Remember, they -- they had -- some of the people that
23 were involved in control of those documents were let go,
24 and documents have probably gone missing. I don't know.
25 I have no idea. I'm not there. I don't know who would

1 be in control of those documents now.

2 Q Was -- to your knowledge, was any other test of
3 any other kind ever performed on any of these
4 generators, other than the test that you just described?

5 A No.

6 Q Were these -- any of these generators ever
7 tested to run on HFO?

8 A Nope. I'm assuming the customer would've
9 wanted to see that or demanded to see it.

10 Q Did Progen ever disclose to CELEC that it had
11 not performed any other tests of any kind on any of the
12 generators?

13 A I don't know. Was it required?

14 Q To your knowledge, Mr. Manning, did Progen ever
15 disclose to CELEC that it had not performed any other
16 test of any other kind on any of these generators?

17 A No knowledge.

18 Q Within the exercise that you supervised in
19 Houston of InterFab cleaning and painting the old
20 generators that were being delivered to CELEC, you were
21 aware that the original serial numbers of the engines
22 were being scratched, correct?

23 A No.

24 Q Did you eventually become aware of that?

25 A No.

1 Q To your knowledge, the serial numbers of the
2 engines have not been scratched?

3 A That's correct.

4 Q Has any sort of serial number or plate in the
5 generators that were delivered to CELEC scratched or
6 removed?

7 A That's correct.

8 Q What was scratched or removed?

9 A But using the word scratch, and I'll refer to
10 it. There were tags -- ID tags removed from the side of
11 the engines that new tags were replaced. The -- the
12 serial numbers were never removed.

13 Q What tags were removed from the generators that
14 Progen delivered to CELEC?

15 A Again, ID -- ID tags. These are identification
16 tags, data tags.

17 Q Those are the identification tags that are
18 affixed by the manufacturer of the engines, correct?

19 A That's correct.

20 Q Those tags affixed to the -- by the
21 manufacturer of the engines to the engines were removed
22 by Progen prior to delivering the generators to CELEC?

23 A Correct.

24 Q And they were replaced with new tags, correct?

25 A Correct.

1 Q And those new tags indicated that it was Progen
2 who had manufactured that engine, correct?

3 A It didn't indicate that. It indicated the --
4 the fact -- like, on the engine tag, as I was informed,
5 is that they indicated that they were now a different
6 fuel type. It's a diesel that would be heavy fuel oil,
7 and was converted to that. So at that time, they were
8 the new -- newly manufactured heavy -- heavy fuel
9 equipment would be attached by that number of that
10 engine.

11 Q So just to understand, so Progen removes the
12 tag originally affixed by the manufacturer of the engine
13 and replaces that tag with a Progen tag, correct?

14 A That's correct.

15 Q And that Progen tag indicates that the
16 generator runs on heavy fuel, HFO, correct?

17 A Their nomenclature.

18 Q Correct?

19 A Correct.

20 Q The intention in Progen of removing the
21 original tags and affixing new tags with the name of
22 Progen was to deceive CELEC, correct?

23 MR. JIMENEZ: Objection as to form.

24 THE WITNESS: I have no knowledge.

25 //

1 BY MR. PULECIO-BOEK:

2 Q Who instructed you to remove the tags
3 originally affixed by the original manufacturer and to
4 replace them with Progen tags?

5 A General management.

6 Q Who?

7 A John and Andrew.

8 Q John and Andrew gave you this instruction in
9 writing or verbally?

10 A Verbally.

11 Q Do you have text messages with them about this?

12 A No.

13 Q Do you have emails with them about this?

14 A No.

15 Q When did they instruct you verbally --

16 A They --

17 Q Sorry?

18 A It would've been on Progen's email account, if
19 it was. I have no knowledge of it.

20 Q When did Williamson and your brother, John
21 Manning, instruct you to do this?

22 A Back in '24. 2024.

23 Q This would've been at around the time that you
24 were supervising the cleaning and painting operation by
25 InterFab in Houston?

1 A Correct.

2 Q Are you aware of any other customer of Progen
3 for which Progen did the same thing, removing the
4 original ID affixed by the manufacturer of the engine
5 and replacing it with an ID --

6 THE WITNESS: Did he freeze up?

7 MR. JIMENEZ: Yeah.

8 BY MR. PULECIO-BOEK:

9 Q Mr. Manning, I'm terribly sorry. I think I got
10 cut out for, like, five seconds probably after I asked
11 you the question.

12 Are you aware of Progen ever doing this in
13 other -- for other customers?

14 A Not aware.

15 Q This would've been --

16 MR. JIMENEZ: He didn't hear what the question
17 was. The question didn't --

18 MR. PULECIO-BOEK: I'm sorry?

19 MR. JIMENEZ: The -- there was no question.

20 MR. PULECIO-BOEK: Oh, then let me -- sorry.

21 MR. JIMENEZ: There was a good ten second lapse
22 earlier.

23 MR. PULECIO-BOEK: Sorry. Okay.

24 BY MR. PULECIO-BOEK:

25 Q Mr. Manning, are you aware of --

1 MR. JIMENEZ: You can --

2 MR. PULECIO-BOEK: Got it.

3 BY MR. PULECIO-BOEK:

4 Q Mr. Manning, are you aware of Progen doing this
5 with respect to any other customer? By this, I mean
6 removing the original IDs affixed by the manufacturer of
7 the engine and replacing it with IDs, making it seem as
8 if it was a Progen engine?

9 A I'm not aware.

10 Q Did you ask Mr. Manning, your brother, and Mr.
11 Williamson why they were doing this for CELEC?

12 A I asked them why they were changing the numbers
13 or putting their own tags on, and I gave you the
14 explanation previously.

15 Q I'm sorry. What is the explanation?

16 A The reason was -- given was because they
17 changed the nomenclature of how this engine was to
18 operate, which was on heavy fuel oil, that identified
19 this engine as a heavy fuel oil engine.

20 Q Okay. I'm going to show you now another
21 document. This is another document that is attached to
22 our complaint. And you will see -- and for purposes of
23 the record, it is Docket Entry 128-93427.

24 You will see that -- I am -- I'm -- just to be
25 specific, and I apologize, 128-93428, you will see that

1 this is a document supposedly issued by Progen. You see
2 that?

3 A Yes.

4 Q And the letterhead is Shane Lawlor, the
5 son-in-law of your brother, John Manning, yes?

6 A Correct.

7 Q Yeah. And this document says -- you'll see it
8 in a little bit. It says, "Progen is the only
9 manufacturer of medium speed EMD-based power modules
10 with the ability to run an HFO, dual fuel HFO, and
11 diesel in addition to diesel, HFO dual fuel, biofuels,
12 and a wide variety of gases."

13 Do you see that?

14 A Yes, I do.

15 Q It also says, "Over many years, we have
16 developed the only fuel delivery systems which enable
17 our operators to run Progen units on HFO and dual fuel."
18 You see that?

19 A Yes.

20 Q And this document appears to be signed by and
21 -- signed and notarized by Andrew Williamson, correct?

22 A Yes. I see that.

23 Q And that is, to the best of your knowledge, Mr.
24 Williamson's handwriting and signature?

25 A I have no knowledge of that.

1 Q Well, you have seen Mr. Williams' [sic]
2 handwriting and signature before, correct?

3 A Not that I paid attention.

4 Q But you have been working together for decades,
5 correct?

6 A That's correct.

7 Q Okay. And this -- you have no reason to doubt
8 that this is Andrew Williamson's signature?

9 A No.

10 Q And you have no reason to doubt that this is
11 Shane Lawlor's signature?

12 A I have no idea.

13 Q Okay. Is it true that Progen is the only
14 manufacturer of medium speed EMD-based power modules?

15 A No.

16 Q This document contains false statements,
17 correct?

18 MR. JIMENEZ: Objection as to form.

19 THE WITNESS: Well, we say manufacturer of
20 medium speed EMDs, no, they're not the only ones. Of
21 course not.

22 BY MR. PULECIO-BOEK:

23 Q This document contains false statements,
24 correct?

25 MR. JIMENEZ: Objection as to form.

1 THE WITNESS: I can't answer to that.

2 BY MR. PULECIO-BOEK:

3 Q It is -- what is stated in that document is
4 untrue, correct?

5 MR. JIMENEZ: Objection as to form.

6 THE WITNESS: As it states, Progen is the only
7 manufacturer, is not factual.

8 BY MR. PULECIO-BOEK:

9 Q It is incorrect?

10 A Use what words you like. Yes.

11 Q It is false?

12 A Well, I'm going to say it's incorrect.

13 Q Inaccurate?

14 A Inaccurate.

15 Q Untrue?

16 A I guess it's substantial, what I've already
17 said.

18 Q Is it a lie?

19 MR. JIMENEZ: Objection as to form.

20 BY MR. PULECIO-BOEK:

21 Q Mr. Manning?

22 A I said it's inaccurate.

23 Q And the last sentence, it says, "To the best of
24 our knowledge, there are no other systems or
25 manufacturers in the world that have sender flex field

1 capabilities." That is also untrue and inaccurate,
2 correct?

3 A Correct.

4 Q Did you discuss with Shane Lawlor or Mr.
5 Williamson why they had sent to CELEC a document that
6 contained false statements?

7 A I have not discussed this -- this document at
8 all.

9 Q I'm going to take your attention now to another
10 document.

11 MR. PULECIO-BOEK: And for the record, it is an
12 attachment to our complaint, and it is Docket Entry
13 128-103436.

14 BY MR. PULECIO-BOEK:

15 Q Are you seeing it on the screen, Mr. Manning?

16 A Yes, I can see it.

17 Q Okay. And this is a document that is -- I'm
18 just going to take you to the end of it, signed by
19 Andrew Williamson?

20 A Uh-huh.

21 Q Yes?

22 A Well, it says it's signed. I don't know if
23 that's his signature. It seems different from the other
24 one you showed me.

25 Q Okay. And this document says that Andrew

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1 Williamson is providing a list of serial numbers running
2 on HFO fuel to be supplied below. Do you see that?

3 A It needs to be enlarged. I can't see it.

4 Q I'm sorry. Let me -- can you see it better
5 now?

6 A Yes. Of the 29 Progen M35, blah, blah, blah.
7 Okay.

8 Q This is supposed to contain a list of
9 generators running on HFO heavy fuel, correct?

10 A Let me read the top of it. It says that, if it
11 says HFO.

12 Q You tell me if you can read it, or if I should
13 move the screen?

14 A I'm reading it.

15 Q Okay.

16 A I don't see where it says HFO, though.

17 Q It says here HFO. Do you see that?

18 A Okay. Now I see it. Okay.

19 Q This is supposed to provide a list of
20 generators that run on heavy fuel, yes?

21 A Okay.

22 Q And you will see here that it says "Hours of
23 use," and the hours of use for all of those generators
24 is zero. Do you see that?

25 A Sure.

1 Q Yes?

2 A Yes.

3 Q By "Hours of use, zero" -- or when it says
4 "Hours of use: zero," that is false, correct?

5 A Well, depends on how you look at it. You said
6 HFO. Well, they have not been used on HFO.

7 Q These generators that are listed here are old
8 and used generators, correct?

9 A They are engine cores.

10 Q They are old and used engines for generators,
11 correct?

12 A They're all used cores to be re-manufactured,
13 yes.

14 Q Those engines or engine cores, as you refer to
15 them --

16 A Uh-huh.

17 Q -- not hours of use, they had been used,
18 correct?

19 A Well, read your document. It says, "These
20 engines are to be used on HFO 6." They have not been
21 set up or operated on HFO 6. So right now, if I say the
22 fuel is to be used, they can't be operated unless they
23 have HFO 6, and they haven't been set up for that, and
24 they haven't operated on 6. So zero hours, based on
25 that serial number, and they used for HFO. That's the

1 way I look at it.

2 Q Okay. So to your mind, despite that these were
3 --

4 A That's --

5 Q I'm sorry, Mr. Manning?

6 A No, never mind. Go ahead.

7 Q Despite that these were old and used
8 generators, do you think it was accurate to describe
9 those generators as generators with zero hours of use?

10 MR. JIMENEZ: Object to form.

11 THE WITNESS: I'm going by the serial number.

12 BY MR. PULECIO-BOEK:

13 Q I'm sorry?

14 A I'm going by the serial number. As we've
15 already described, if that indicates the type of fuel.
16 And based on that fuel, that's never operated on HFO 6.
17 Is that accurate?

18 Q Mr. Manning, I'm going to ask you again to
19 respond to my questions rather than respond to me with
20 your own questions. That is not the proper form of a
21 deposition. Mr. Manning, the best of your testimony,
22 testifying here today under oath, was it accurate,
23 truthful, to describe those engine cores or engines as
24 with zero hours of use, despite that they were old and
25 had been extensively used, even if with another fuel?

1 A Well, there's no use showing me this document,
2 but based on you just said, if they were cores, yes,
3 they were used.

4 Q This document was not reflecting truthful and
5 accurate information, correct?

6 A Not based on what you just said.

7 MR. JIMENEZ: Object to form.

8 BY MR. PULECIO-BOEK:

9 Q Okay. Prior to shipping the generators to
10 CELEC in Ecuador, did you ever discuss with John
11 Manning, Andrew Williamson, or others at Progen
12 conducting any other tests of any other kind on those
13 generators?

14 A Your question's not clear.

15 Q Prior to shipping the generators to Ecuador,
16 did you discuss with your brother or with Williamson or
17 with others the need to test those generators beyond the
18 electrical test that you described?

19 A The only thing I did discuss was the testing of
20 the generators I had in Houston I wanted to -- and which
21 I did, and they agreed to it. I don't know --

22 Q You proposed --

23 A -- anything else.

24 Q Did you discuss with Williamson or John Manning
25 or anyone else at Progen the need to conduct further

1 testing on any of the generators to ensure that they
2 worked properly, including on HFO fuel?

3 A No.

4 Q Did Manning -- did your brother John Manning or
5 Mr. Williamson tell you why they were not testing the
6 generators before shipping them, including to ensure
7 that they could run on HFO?

8 A No, they did not.

9 Q To your knowledge, was this Progen's practice
10 or was this the first time they had done it, meaning
11 shipping generators to a customer without testing the
12 generator to ensure the generator worked properly and
13 according to client specification?

14 A Practice? No, it's not normal practice. I
15 think other areas of -- that mitigated that was
16 timelines and issues like that.

17 Q Mr. Manning, are you aware of a former employee
18 by the last name Dannels, D-A-N-N-E-L-S?

19 A No, I'm not.

20 Q You're unaware of Mr. Dannels?

21 A If I'm honest, no, I'm not.

22 Q I'm sorry?

23 A No, I'm not.

24 Q Okay. Are you aware of former employees in
25 addition to Mr. Reed suing Progen and your brother

1 personally, or Mr. Williamson personally, for money owed
2 and not paid?

3 A I'm not aware who might sued.

4 Q You are not aware of other employees --

5 A No.

6 Q -- that are suing or attempting to sue?

7 A No. No, I'm not.

8 Q Mr. Manning, have you signed, as we call it, an
9 engagement letter or a contract for the law firm of
10 Holland & Knight to represent you in this litigation?

11 A The law firm of who?

12 Q Holland & Knight. The gentleman that is
13 sitting next to you is a partner at a law firm called
14 Holland & Knight. Have you signed any sort of
15 agreement, engagement letter, retention letter with that
16 law firm for that law firm to represent you in this
17 action?

18 A No.

19 Q Are you paying this law firm to represent you
20 in this action?

21 A No.

22 Q To your knowledge, is this law firm getting
23 paid by anyone to represent you in this action?

24 A I hope so, but I'm not aware.

25 Q But this law firm represents you in this

1 action? They are your lawyers?

2 A Yes.

3 Q And you consider them your lawyers despite not
4 signing an engagement letter of any kind with them?

5 A Correct.

6 Q And you consider them your lawyers despite
7 having no knowledge of whether they are being paid or
8 not?

9 A I'm not aware.

10 Q Okay. Have you discussed with anyone, your
11 brother, Mr. Williamson, or anyone else, the issue of
12 payment of your lawyers?

13 A No.

14 Q At any point, did you consider having another
15 law firm represent you in this action?

16 A No.

17 Q Who told you that you would be represented in
18 this action by Holland & Knight?

19 MR. JIMENEZ: I'm going to object to the extent
20 you're seeking attorney-client communications, and
21 you're getting now very, very close. So the -- I'm -- I
22 am going to object and instruct the witness not to
23 answer, because that goes into an attorney-client
24 communication.

25 //

1 BY MR. PULECIO-BOEK:

2 Q Who told you, Mr. Manning, that Holland &
3 Knight would represent you in this action?

4 MR. JIMENEZ: You can answer that.

5 THE WITNESS: Adolfo.

6 BY MR. PULECIO-BOEK:

7 Q Holland & Knight, the lawyer -- and
8 specifically the lawyer sitting next to you in today's
9 deposition, he's the one who told you that they would be
10 representing you in this action?

11 A Correct.

12 Q You didn't have any discussions with Andrew
13 Williamson or John Manning or others at Progen about the
14 fact that Holland & Knight would be the ones
15 representing you in this action?

16 A No.

17 Q When did the gentleman sitting next to you tell
18 you that Holland & Knight would be representing you in
19 this action?

20 MR. JIMENEZ: I'm going to object and instruct
21 the witness not to answer the question. You've gone so
22 far into attorney-client relationships here. I'm
23 instructing the witness not to answer. You're going too
24 far and you're going to stray into information that's
25 highly confidential and privileged. He's made -- he's

1 already given y'all the testimony regarding his -- the
2 representation of Holland & Knight of him. So going
3 into further detail is inappropriate.

4 BY MR. PULECIO-BOEK:

5 Q Mr. Manning, when did Adolfo Jimenez, the
6 gentleman sitting next to you from Holland & Knight,
7 tell you that Holland & Knight would represent you in
8 this action?

9 MR. JIMENEZ: Instruct the witness not to
10 answer.

11 BY MR. PULECIO-BOEK:

12 Q Are you going to follow your attorney's
13 instruction, Mr. Manning?

14 A That's correct.

15 MR. PULECIO-BOEK: We've been going for an
16 hour. I suggest before we move to other topics, a short
17 break. Is it okay if we meet back here at 2:15?

18 MR. JARAMILLO: Let me just -- fine with me.
19 We do have a few questions for Mr. Manning. Do you
20 anticipate taking much longer in your --

21 MR. PULECIO-BOEK: I anticipate taking the full
22 seven hours, yes.

23 MR. JARAMILLO: You're going to take the full
24 seven hours?

25 MR. PULECIO-BOEK: Correct.

1 MR. JARAMILLO: Okay.

2 MR. PULECIO-BOEK: We'll be back here at 2:15.
3 Thank you.

4 THE VIDEOGRAPHER: All right. I'll be taking
5 us off record. One moment. And we are now off record.
6 The time is 1:58 p.m. Eastern Standard.

7 (Off the record.)

8 THE VIDEOGRAPHER: All right. We are now back
9 on record. The time is 2:16 p.m. Eastern Standard.

10 Counsel, you may proceed.

11 MR. PULECIO-BOEK: Thank you.

12 BY MR. PULECIO-BOEK:

13 Q Mr. Manning, I'm going to take you now to an
14 email chain that you are seeing in your screen. Do you
15 see it?

16 A It's too small. You have to enlarge it, I
17 think.

18 Q How about now? Is this better, Mr. Manning?

19 A Yes.

20 MR. PULECIO-BOEK: We're going to mark this as
21 Exhibit number 1.

22 (Exhibit 1 was marked for identification.)

23 MR. PULECIO-BOEK: And we'll send it
24 electronically to you, to the -- well, to the court
25 reporter so that it can be properly labeled and made

1 part of the package.

2 BY MR. PULECIO-BOEK:

3 Q Mr. Manning, this is your email address, your
4 personal email address, wwmanningips@aol.com?

5 A Correct.

6 Q And you sent this email to me and my partner on
7 March 26, 2026?

8 A Okay.

9 Q Yes?

10 A Yes.

11 Q And in this email, you object to your inclusion
12 as a defendant, yes?

13 A Yeah.

14 Q Okay. You also say that you participated at
15 the inspection in Houston with InterFab?

16 A Yeah.

17 Q You say that you were confined to removing
18 engine inspection portals. What does that mean?

19 A It means we were directed by CELEC
20 representative to remove what door they asked us to
21 remove to -- so that they could see the condition of the
22 unit.

23 Q I'm not sure I understand that. What do you
24 mean in this email when you say that you were confined
25 to removing engine inspection portals?

1 A Correct. The engine has inspection doors for
2 each cylinder, each main bearing area, and they have a
3 cylinder frame cover covering the heads at the top.
4 Those all can be lifted or -- and/or removed so that an
5 inspection can be conducted.

6 Q So what you're saying here is that you lifted
7 the doors that needed to be lifted for the -- for CELEC
8 to be able to see to a computer or the engine, yes?

9 A That's correct.

10 Q You mention here a company called AP
11 Inspections, yes?

12 A AP, yes, in Houston.

13 Q And AP Inspections was, according to you,
14 inspecting the equipment that InterFab was cleaning and
15 painting, yes?

16 A Was what? Say that again?

17 Q AP Inspections was inspecting the generators
18 that InterFab was cleaning and painting, correct?

19 A Correct.

20 Q Did AP Inspections perform any test of any kind
21 on any of the generators?

22 A That was not their purpose, no.

23 Q Did anyone, you or anyone else at Progen or
24 InterFab, disclose to AP Inspection that the original ID
25 of the manufacturer of the engine had been removed?

1 A No.

2 Q Did you or anyone else at Project or InterFab
3 disclose to AP Inspection that these were old
4 generators?

5 A No.

6 Q Did you or anyone else at Progen or InterFab
7 disclose to AP Inspection that these generators would
8 not run on HFO fuel?

9 A No.

10 MR. JIMENEZ: Objection as to form.

11 BY MR. PULECIO-BOEK:

12 Q AP Inspections had performed work in the past
13 for Progen or companies affiliated to your brother or
14 Mr. Williamson, correct?

15 A Not aware.

16 Q If you see that email chain, I respond after
17 you email, asking you to confirm whether you were
18 represented by counsel. This is March 26 of 2026.

19 Can you see that?

20 A No.

21 Q If I highlight it with my marker, can you see
22 it there?

23 A Okay. I see that.

24 Q And your response is -- again, we are now March
25 26, 2026. Do you see that?

1 You respond a few minutes later saying, "I am
2 presently without counsel," yes?

3 A Yes.

4 Q Is -- it is correct that by March 26 of 2026,
5 you did not have counsel in connection with this action?

6 A Incorrect.

7 Q You did have counsel when you sent this email
8 to us?

9 A I misrepresented that, yes.

10 Q And why did you misrepresent to us that you had
11 counsel?

12 A My assumption was that since I left Progen,
13 that I would not have counsel.

14 Q Got it. I understand that. You did not have
15 the intention of making a misrepresentation. You just
16 misunderstood the situation?

17 THE WITNESS: Did he ask a question?

18 MR. JIMENEZ: Yeah. Yeah.

19 BY MR. PULECIO-BOEK:

20 Q Yeah, I'm just -- you didn't intend to make a
21 misrepresentation to us. You just didn't understand
22 what would happen after you left the company?

23 A That's correct.

24 Q Okay. Understood. Mr. Manning, we've
25 discussed quite a bit about the generators and the like.

1 I now would like to focus on the other part of this
2 project, which was actually installing and giving access
3 to the functional operational generators to CELEC.

4 Are you aware of any project that Progen had
5 ever performed in which it built infrastructure in a
6 foreign country to receive and install and make fully
7 operational generators that were being delivered from
8 the United States?

9 A Clarify your question about the equipment being
10 used in a foreign country. I didn't hear -- hear it
11 all.

12 Q You -- let's maybe take it slowly -- or slower.
13 You are aware that this relationship with CELEC had two
14 components. Number one was to manufacture and deliver
15 new generators.

16 And second, it was to install those generators
17 and give the keys, so to speak, to those functional
18 operational generators to CELEC, yes?

19 A No.

20 MR. JIMENEZ: Objection as to form.

21 THE WITNESS: I had no --

22 BY MR. PULECIO-BOEK:

23 Q That is not your understanding?

24 A I had no knowledge of the contract, never saw
25 one, or what the obligations were.

1 Q What was your understanding of what needed to
2 be delivered to CELEC?

3 A Our understanding was to receive the engine
4 generator cores, make preparations for them to be
5 shipped to Ecuador. Basically, as I explained before,
6 removing the carbon oil as a residue from the internal.
7 It can't be shipped that way. It can't be cleaned in
8 country because of ecological reasons. And same thing
9 as -- on the painting and so forth. You don't want to
10 do that after these units have been rebuilt.

11 So we got those prepared for shipment. And
12 then after that, we loaded them on the vehicles and then
13 our freight forwarder took over from there and shipped
14 them to the port and on to Equator. That was all of our
15 instruction.

16 Q Your understanding is that that was the full
17 extent of Progen's obligations, simply to ship these
18 used generators to CELEC?

19 MR. JIMENEZ: Objection as to form.

20 THE WITNESS: No. The answer here is no. The
21 understanding was that they would be shipped there, that
22 they had a company, local, that would repair these units
23 and -- and perform the work necessary to convert these
24 to -- with new power assemblies and parts, and then
25 address the ACFO equipment in -- in country.

1 BY MR. PULECIO-BOEK:

2 Q When you say "they," who do you mean? Who
3 would have "in country"?

4 A I have no idea.

5 Q I'm asking you for your knowledge, Mr. Manning.
6 Based on what you knew at the time, the full extent of
7 Progen's obligations was to ship these new generators to
8 -- these old generators to CELEC, yes?

9 A That's correct.

10 Q And then CELEC would see to it -- this is your
11 understanding -- CELEC would see to it that those
12 generators -- those old generators would be received and
13 somehow installed and make functional in the country?

14 MR. JIMENEZ: Objection as to form.

15 THE WITNESS: More complicated than that. Yes,
16 it would've been made to be operated by complete
17 remanufacturing of the units in place.

18 BY MR. PULECIO-BOEK:

19 Q Okay. Understood. Did you discuss, at any
20 point in time, with your brother, John Manning, with
21 Andrew Williamson, or with others at Progen, how the
22 equipment would be brought into the country, installed,
23 and ultimately delivered to CELEC?

24 A The answer is no.

25 Q Did you ever discuss with Mr. Williamson or

1 your brother, John Manning, the fact that your
2 understanding was that the full extent of Progen's
3 obligation was to simply ship the used generators to
4 Ecuador?

5 A That was my first speculation of what we needed
6 to do, yes.

7 Q Did you discuss with them at any point whether
8 Progen needed to do anything else other than ship the
9 old generators to Ecuador?

10 A The understanding was that once in place and as
11 they were building the -- or putting together the HFO
12 tanks and building and so forth, during that period of
13 time, the engines would, at the same time, be
14 remanufactured.

15 Q And to confirm, Mr. Manning, when you say that
16 the old and used generators that were being delivered to
17 CELEC were remanufactured, by that you mean cleaned,
18 their original ID removed, and painted, yes?

19 MR. JIMENEZ: Objection as to form.

20 THE WITNESS: I'm not understanding your
21 question. Repeat that.

22 BY MR. PULECIO-BOEK:

23 Q You just used the expression that Progen was
24 going to "remanufacture" the generators that it was
25 sending to CELEC?

1 A Correct.

2 Q I'm trying to determine with you that what you
3 mean when you say "remanufacture" is you mean that
4 Progen was obtaining these old and used generators,
5 cleaning them, removing the old ID, and replacing it
6 with a new ID, and painting them.

7 That is what you mean by remanufactured, yes?

8 A No.

9 Q What do you mean by remanufactured?

10 A I mean to remove the internal components: The
11 turbos, pumps, and commonly, which is expected in the
12 industry when they remanufacture, and all the components
13 are removed, and rebuilt or new equipment replaced.

14 After you --

15 Q What? I'm sorry, please finish. I didn't mean
16 to interrupt.

17 A I says after you removed all the old equipment,
18 checked the engine itself, and then all this is replaced
19 with new or remanufactured equipment, then it's
20 considered rebuilt.

21 Q For the -- generally, for the generators that
22 Progen shipped to CELEC, what equipment or parts were
23 removed?

24 A Before they were shipped?

25 Q Correct.

1 A Unnecessary equipment that would not be
2 utilized in -- in Ecuador, such as the -- some of the
3 cooling piping, wet after cooler, jacket water
4 equipment, the immersion heaters, and things of this
5 nature, and all the electronic injectors and harnesses
6 would've had to been removed, the mechanical injectors
7 would've been replaced, and a new adaptation for the
8 cooling system for our radiators.

9 Q Did you or anyone else at Progen provide to
10 CELEC a list of the parts and equipment that were being
11 removed from the old generators that Progen had
12 purchased?

13 A I'm not aware.

14 Q Were new parts or equipment installed in the
15 generators after those parts and equipment that you just
16 described were removed?

17 A Not in the U.S.

18 Q So the old and used generators that Progen
19 purchased for delivery to CELEC, not several parts and
20 equipment which you just described removed, and no new
21 parts or equipment were installed in those old and used
22 generators, correct?

23 A Correct.

24 Q Did anyone at Pro -- you or anyone else at
25 Progen ever disclose to CELEC that no new parts or

1 equipment were being installed after they had been
2 removed from those old and used generators?

3 A Not aware.

4 Q Sorry, just one second. Despite that those old
5 and used generators that Progen had purchased from third
6 parties, had those parts -- let me take a step back, Mr.
7 Manning, just to make it clear. Who at Progen removed
8 those parts and equipment that you just described from
9 the old and used generators that Progen had purchased
10 from third parties for delivery to CELEC?

11 A Who did what?

12 Q Who at Progen removed the parts and equipment
13 that you just described from those old and used
14 generators?

15 A Qualified mechanics, electricians.

16 Q These would've been Progen employees subject to
17 your supervision as Vice President of Mechanical?

18 A For someone of my classification, yes.

19 Q Who at Progen made the decision that these old
20 and used generators that Progen had purchased for
21 delivery to CELEC needed to have their parts and
22 equipment removed?

23 A Upper management.

24 Q By upper management, you mean your brother,
25 John Manning, and Andrew Williamson?

1 A Correct.

2 Q They gave you this instruction to remove parts
3 and equipment from the old and used generators that
4 Progen purchased in writing or verbally?

5 A Verbally.

6 Q And they would've given you these instructions
7 verbally at around the time that you were in Houston
8 with InterFab supervising the cleaning and painting
9 operation of the old and used generators?

10 A Not knowledgeable exactly when this was
11 determined, but prior to even working on these and
12 corporate meetings and so forth, this was established
13 that the condition of the generators, engines, would be
14 facilitated at site in Ecuador.

15 Q Did the removal of these parts and equipment
16 happen before the generator -- the old and used
17 generators were cleaned and painted?

18 A Would've occurred before they were cleaned and
19 painted?

20 Q Correct. That --

21 A -- that -- that did not occur.

22 Q When then were the parts and equipment from
23 these old and used generators removed?

24 A Due to the fast delivery and so forth that was
25 mandated, it would've been done on site in Ecuador.

1 Q I'm sorry, Mr. Manning, perhaps I misunderstood
2 you. I had understood you to say that the parts and
3 equipment that you had previously described were parts
4 and equipment that was removed from the old and used
5 generators prior to them being shipped to CELEC?

6 A Incorrect.

7 Q Okay.

8 A What I stated was there were certain items that
9 would not be utilized or necessary in Ecuador, and those
10 items were removed, which was minor to the internal
11 components of the engine.

12 Q Let me take a step back, then. So Progen,
13 specifically individuals under your supervision as Vice
14 President of Mechanical, did indeed remove parts and
15 equipment from these old and used generators, yes?

16 A I didn't get your -- I didn't get your
17 question.

18 Q Progen removed parts and equipment from these
19 old and used generators, yes?

20 A That's correct.

21 Q And after Progen removed these parts and
22 equipment from these old and used generators, Progen,
23 directly or through InterFab, cleaned and painted the
24 generators, yes?

25 A Correct.

1 Q What records did Progen left behind, either
2 forms, emails, Excel spreadsheet, whatever it is,
3 describing the specific parts and equipment that Progen
4 removed from each one of these old and used generators
5 that it was going to deliver to CELEC?

6 A The -- an inventory list would've been
7 generated at Progen by the production manager and the
8 parts department based on standard repair lists of
9 different inventories and bill of material that had to
10 be replaced. The stuff that was removed was not
11 recorded. It didn't need to be. But the items that
12 would be replaced, it's standard equipment on most all
13 these engines that we replace. You take the serial
14 numbers, and you take that model number, and you
15 identify the parts by that, and that's what you
16 purchased to replace those parts. So there wasn't any
17 standard list. It's a list that was already made up
18 that's created over years of performing this same task.

19 Q But again, and to confirm that I am
20 understanding correctly, Progen did not replace or
21 install new parts and equipment after removing the parts
22 and equipment from those old and used generators,
23 correct?

24 A That's correct.

25 Q Did you ever visit Ecuador?

1 A Not during this period of time.

2 Q You had been there at some point in the past?

3 A About 30 years ago.

4 Q Did your brother, John Manning, and Andrew

5 Williamson go to Ecuador?

6 A Yes.

7 Q How many times did they go?

8 A I have no knowledge of that.

9 Q Approximately, do you know?

10 A No.

11 Q How do you know they went to Ecuador?

12 A They said they did.

13 Q They told you?

14 A Yeah. They went to contractual regions. They
15 did a site inspection. They took the electrical
16 engineer. They had -- they did do a site inspection at
17 Salitral. I'm not sure of Quevedo or Catamayo. But I
18 know Andrew went more than anyone, along with, I think,
19 his stepson, Garrett Williamson. But to tell you how
20 much, I was not involved in those trips. I was not
21 involved in the knowledge of what they did. I just know
22 they did.

23 Q Who else in addition to John Manning, Garrett
24 Williamson, and Andrew Williamson go to Ecuador? Anyone
25 else?

1 A Scott Crampton.

2 Q Scott Crampton? So it would be four
3 individuals, Scott, Garrett, Andrew, and John. Anyone
4 else?

5 A Correct.

6 Q No one else?

7 A Nobody else that I know of. I'm not aware of
8 anybody else.

9 Q Did Progen directly or indirectly pay any
10 bribes to anyone in the Ecuadorian government in
11 connection with these contracts?

12 A Repeat that question.

13 Q Did Progen directly or indirectly pay any
14 bribes to anyone in the Ecuadorian government in
15 connection with these contracts?

16 A I have no knowledge of that.

17 Q Do you suspect it?

18 A I have no knowledge of that.

19 Q My question is if you suspect that that
20 happened?

21 A No.

22 Q You have no reason to suspect it?

23 A No.

24 Q Okay. To your knowledge, had Progen ever
25 serviced or had as a customer a foreign government?

1 A Serviced?

2 Q Or had as a customer a foreign government?

3 A You say a --

4 MR. JIMENEZ: I don't --

5 BY MR. PULECIO-BOEK:

6 Q I am asking you, Mr. Manning, if, to your
7 knowledge, any foreign government, such as the
8 Ecuadorian government, had ever been a customer of
9 Progen?

10 MR. JIMENEZ: Sorry, what foreign government?
11 It's not -- that's not coming out clearly.

12 BY MR. PULECIO-BOEK:

13 Q Mr. Manning, the question is whether any
14 foreign government, such as the Ecuadorian government,
15 had ever been a customer of Progen?

16 A Not to my knowledge.

17 Q Had any foreign government ever been a customer
18 of any company owned or controlled by John Manning or
19 Andrew Williamson?

20 A I'm not aware.

21 Q Does Progen have any policies or procedures in
22 place to prevent Progen owners, directors, or employees
23 paying bribes or kickbacks to customers?

24 A I'm not aware of that.

25 Q To your knowledge, has Progen or John Manning

1 or Mr. Williamson directly or indirectly ever provided
2 payments, bribes, or kickbacks to customers?

3 A I'm not aware of that.

4 Q Mr. Manning, Andrew Williamson lives in 400
5 Canterwood Drive, Mulberry?

6 A If you say so.

7 Q I'm asking you.

8 A I have no idea.

9 Q Have you ever been to Andrew Williamson's home?

10 A Yes.

11 Q Where is his home?

12 A Somewhere in Mulberry. I don't know the
13 address.

14 Q Is it 400 Canterwood Drive?

15 A If that's it.

16 Q That is his address where he lives?

17 A Okay.

18 Q I'm asking you, Mr. Manning, you've been to his
19 house?

20 A I don't know I -- I've repeated my answer. I
21 do not know the exact address.

22 Q Do you know if the address that -- in which you
23 have visited Mr. Williamson is the 400 Canterwood
24 address?

25 MR. JIMENEZ: He's answered this four times

1 already. Four times he's answered the same question.
2 He doesn't know. He doesn't know.

3 MR. PULECIO-BOEK: Counsel, no one needs your
4 intervention, and please don't raise your voice.
5 There's no need to be unprofessional.

6 BY MR. PULECIO-BOEK:

7 Q Mr. Manning, please, the address at which you
8 have visited Mr. Williamson at his -- at what you
9 believe is his home, could that be the 400 Canterwood
10 address?

11 A Sounds plausible.

12 Q Have you ever visited with Mr. Williamson at
13 the address 1621 Gulf Boulevard, Apartment 107?

14 A No.

15 Q Are you aware of an entity owned by Mr.
16 Williamson called MyBox?

17 A Yes.

18 Q What is MyBox?

19 A It was started to manufacture livable and
20 recreation boxes out of containers that he converted for
21 various types of businesses that he leased to the
22 industry.

23 Q I'm going to ask if you could please explain
24 that again, perhaps in layman terms. I don't think I
25 understood what MyBox does or did.

1 A All right. He takes containers, where he
2 purchases a 20-foot container -- 40-foot container and
3 converts or modifies that into a livable or usable space
4 for different types of businesses, depending on what
5 they are, what their design needs to be. And so he
6 custom designs these containers into structures like
7 that, period.

8 Q How long has Mr. Williamson had that -- had
9 that business?

10 A I'm -- I'm guessing about three years.

11 Q Is that business still running and operational?

12 A I have no idea.

13 Q Okay. But as far as you can tell, was that a
14 successful business? It was making money?

15 A I'm not aware.

16 Q And MyBox owns the piece of land where Progen
17 operates, correct?

18 A You can't say correct. I have no idea.

19 Q Are you aware of Mr. Williamson purchasing new
20 real estate with the funds that he received from CELEC?

21 A No, I have no idea.

22 Q Why do you laugh, Mr. Manning?

23 A I just think that that's -- would be a ironic
24 issue if that was true. I have no idea if it's true.

25 Q You said that would be ironic?

1 A Yeah.

2 Q Why would that be ironic?

3 A Well, I would hate to hear that he did
4 something of that nature. That's why. That's the first
5 I ever heard it, okay.

6 Q And why would you hate to hear if he did
7 something of that nature?

8 A Well, I hate to hear anybody use somebody
9 else's money for something it wasn't supposed to be.

10 Q You would think that that is inappropriate?

11 A What?

12 Q You would think that that is inappropriate?

13 A I would think that would be inappropriate.

14 Q You would have expected that Progen used all of
15 the money that it received from CELEC for the CELEC
16 project, correct?

17 A Seems reasonable.

18 Q Okay. I assume you have been at the home of
19 your brother John Manning and his wife Jennifer Manning,
20 correct?

21 A Correct.

22 Q Where is their home? What is their address?

23 A I don't know. It's changed since the last time
24 I -- it's a rental property. I don't know.

25 Q The last time you were there, what -- where was

1 it located?

2 A In Lakeland.

3 Q And can you give us the address or the street
4 name?

5 A No.

6 Q Are you familiar with their property at 3664
7 Barred Owl Road?

8 A What road is that?

9 Q Barred Owl. B-A-R-R-E-D, Owl.

10 A That might be the road. I'm not -- I'm not
11 aware.

12 Q Are you familiar with their property at 4543
13 Ollie Road?

14 A Yes.

15 Q What is located there?

16 A There is a mobile home and a home that he's
17 been building that's in that same area.

18 Q There is a mobile home and a piece of land
19 where John Manning is building a house --

20 A Correct.

21 Q -- in that -- yes?

22 A Yes. I think the -- the address is more like
23 -- block of Drew Court.

24 Q Would that be the 4614 Drew Court address?

25 A Yes.

1 Q And John Manning and Jennifer Manning have been
2 using funds from the CELEC contract to build that house
3 in Drew Court?

4 MR. JIMENEZ: Object to form.

5 THE WITNESS: I have no idea.

6 BY MR. PULECIO-BOEK:

7 Q But if they were, you would consider that
8 inappropriate?

9 MR. JIMENEZ: Objection as to form.
10 Foundation.

11 Go ahead.

12 BY MR. PULECIO-BOEK:

13 Q Mr. Manning?

14 A Yes?

15 Q You would consider that inappropriate if they
16 were using CELEC's funds to build the house?

17 A If that was found true.

18 Q You would consider that inappropriate, yes?

19 A That was found positive and without a doubt,
20 yeah.

21 Q Okay. Are you familiar with the address 2855
22 Brooks Street?

23 A Yes.

24 Q What is located there?

25 A It's a facility that -- where they do

1 fabrication and machine work.

2 Q Who does fabrication and machine work at that
3 facility?

4 A Yes.

5 Q Who?

6 A Progen.

7 Q Progen?

8 A Progen.

9 Q Progen did manufacturing -- I'm sorry, you
10 defined it as production at that facility?

11 A Fabrication --

12 Q Fabrication of --

13 A -- and machine work. And machine work.

14 Q I'm sorry. Tell us specifically what Progen
15 did -- explained in simple terms, if I could ask, what
16 Progen did at the 2855 Brooks Street location?

17 A They performed fabrication, manufacturing of
18 skids, and machine work.

19 Q Did Progen use the 2855 Brooks Street for
20 anything in connection with the contracts with CELEC?

21 A I would have to say yes.

22 Q What for?

23 A Fabrication of certain material, like piping
24 and skid work, things of this nature.

25 Q What piping and skid work was done in

1 connection with the old and used generators that were
2 delivered to CELEC?

3 A I have no knowledge.

4 Q Was any sort of piping and skid work done to
5 the old and used generators that were delivered to
6 CELEC?

7 A That would be guesswork. I have no knowledge.

8 Q Were you familiar with the 217 Northwest 1st
9 Avenue address?

10 A I'm not sure where that is.

11 Q 217 Northwest 1st Avenue, Mulberry?

12 A I think that -- I can only assume that that's
13 the office building.

14 Q What office building?

15 A For Progen. It's where they do accounting and
16 -- and administrative duties over there. I'm not very
17 familiar -- familiar with the building.

18 Q Are you familiar with the 600 Prairie
19 Industrial Parkway address?

20 A Yes.

21 Q What is located at that address?

22 A The primary facility for Progen for assembling,
23 building -- I'm sorry, power generation units.

24 Q Did Progen use the 600 Prairie Industrial
25 Parkway facility for any of the old and used generators

1 that it delivered to CELEC?

2 A Yes.

3 Q Describe, please?

4 A It would've been primarily the Quevedo project.

5 Q It's -- I -- I'm sorry. I don't think I heard
6 that?

7 A Primarily for the Quevedo project --

8 Q What --

9 A -- where they built housed units there.

10 Q Other than housing the old and used generators
11 there prior to delivering them to CELEC, did Progen use
12 that 600 Prairie Industrial Parkway for anything else in
13 connection with that contract?

14 A Remanufacturing engines and assembling their --
15 the gen sets in the housed units.

16 Q And again, by remanufacturing, you mean
17 removing parts and equipment --

18 A Yes.

19 Q -- cleaning and painting?

20 A Yes.

21 Q Are you familiar with the 4603 Drew Court
22 address?

23 A I guess that's all at his property, or I guess.
24 I don't know all the addresses.

25 Q His property, you mean whose property?

1 A John Manning.

2 Q Are you aware if MyBox or Mr. Williamson have
3 also property in Drew Court?

4 A Not that I'm aware.

5 Q Are you familiar with the 4543 Ollie Road
6 address?

7 A Omni?

8 Q Ollie, O-L-L-I-E, address.

9 A I'm familiar with the area.

10 Q And what is located there in connection with
11 John or Jennifer Manning?

12 A Well, like I say, I'm not familiar with
13 everything he has out there, but I'm pretty sure that's
14 part of his property. I'm -- I'm not sure.

15 Q Of whose property? I'm sorry.

16 A John Manning.

17 Q So is the Drew Court address and the Ollie Road
18 address part of the same property?

19 A Correct.

20 Q That is the property where you described there
21 is a mobile home and also they are now building a new
22 home?

23 A Correct.

24 Q When did they -- when did John and Jennifer
25 Manning start building that new home in the Drew Court

1 and Ollie Road address?

2 A 2008.

3 Q They've been building it for 18 years?

4 A Pretty close.

5 Q And what is the reason why they have not
6 finished building that home?

7 A You get a chance, you need to ask him.

8 Q I'm sorry?

9 A He's the one you need to ask that. I don't
10 know.

11 Q Have you asked him?

12 A That's his business, not mine.

13 Q Mr. Manning, I'm sorry. I don't know that I
14 said anything funny. Have you asked him why he has not
15 finished building that home in the Drew Court and Ollie
16 Road address since 2008?

17 A I did not ask.

18 Q Are the home that John or the property or piece
19 of real estate that John and Jennifer Manning building
20 there an expensive or luxurious property in your
21 opinion?

22 A What's your question?

23 Q Are John and Jennifer Manning building there a
24 luxurious and -- or expensive property?

25 MR. JIMENEZ: Objection as to form.

1 THE WITNESS: You asking me how much -- how
2 expensive is it?

3 BY MR. PULECIO-BOEK:

4 Q Yes.

5 A You asked me to put a dollar amount on it?

6 Q I -- let's just stick with whether in your
7 opinion they are building there a property that is
8 expensive or luxurious?

9 A It's luxurious.

10 MR. JIMENEZ: Object to form.

11 BY MR. PULECIO-BOEK:

12 Q When is the last time you were there and you
13 were able to see the progress of the luxurious home that
14 they are building?

15 A Probably six months.

16 Q And they had made progress in building their
17 new luxurious home at that address?

18 A Well, I guess you could say that.

19 Q Why would you say that they had made progress?

20 A Well, they've been building on it since 2008. I
21 think -- anything done, I guess, is progress.

22 Q Are you familiar with the 3664 Barred Owl Road
23 address?

24 A I'm not familiar with it. Why?

25 Q Are you familiar with the 1621 Gulf Boulevard,

1 apartment 107, address?

2 A Who does that belong to?

3 Q I'm asking you if you're familiar with that
4 property?

5 A No, I'm not.

6 Q Are you familiar with the 400 Canterwood Drive
7 property?

8 A No.

9 Q To your knowledge, has Andrew Williamson
10 purchased new property over the course of the past two
11 years?

12 A I only knew of the home he built over in
13 Mulberry. Hold on. He bought that. He purchased that,
14 I understand.

15 Q When did he purchase that?

16 A December of this -- this year.

17 Q The Canterwood property?

18 A The one on Mulberry.

19 Q 400 Canterwood Drive, Mulberry, Florida?

20 A Correct.

21 Q And how did you become aware that he purchased
22 that property in December of 2025?

23 A Your question was?

24 Q How did you become aware that he had purchased
25 that property in approximately December of 2025?

1 A Another friend told me who was a realtor.

2 Q What's the name of your realtor friend who told
3 you?

4 A Robert Guzmano.

5 Q And what did he tell you about this new
6 property that Andrew Williamson recently purchased?

7 A That he paid 2.85 million for it, cash.

8 Q Uh-huh. Did it surprise you that Andrew
9 Williamson had been able to pay that much amount of
10 money in cash?

11 A Correct.

12 Q Why did it surprise you?

13 A Surprised me anybody can afford 2.85 million.

14 Q Why did it surprise you that Mr. Williamson had
15 that much amount of cash available to purchase a new
16 property recently?

17 A I didn't know he had that much cash. That
18 surprise you?

19 Q Did you ask Mr. Williamson or anyone else how
20 he had been able to get his hands on so much cash?

21 A I had asked my brother at the time, "How did he
22 come up with that," kind of -- he said it wasn't him,
23 and he said it was his wife. I said, "How does his wife
24 do that? "

25 -- she got it from retirement from school

1 board.

2 Q I thought Mr. Williamson had divorced his wife.

3 A He is, but he is living with her.

4 Q They divorced, but they continue to live
5 together?

6 A That's correct.

7 Q Uh-huh. Do you find that odd?

8 MR. JIMENEZ: Objection as to form.

9 THE WITNESS: I find a lot of things odd.
10 Yeah.

11 BY MR. PULECIO-BOEK:

12 Q You said you find a lot of things odd?

13 A Yeah.

14 Q You find a lot of things odd in connection with
15 what?

16 A Life.

17 Q Is it possible that Andrew Williamson's divorce
18 with his wife is a sham aimed at defrauding creditors?

19 MR. JIMENEZ: Objection as to form.

20 THE WITNESS: I have no knowledge of that.

21 BY MR. PULECIO-BOEK:

22 Q So Mr. Williamson and his wife appear to be
23 divorced, based on what you know, but they continue
24 living together. And you were informed by your brother,
25 John Manning, that the money for this new property came

1 from his wife; is that correct?

2 A It's my understanding.

3 Q Can you describe your relationship with Andrew
4 Williamson?

5 A Employee to employee.

6 Q Would you say you're friendly?

7 A No.

8 Q You are not friendly now?

9 A I'm just not considered as -- or he is my
10 friend. He's just a business person I work for -- with
11 or work for him.

12 Q Have you ever considered him a friend?

13 A No.

14 Q And why not, despite that you have been working
15 together for many years?

16 A I didn't like his mannerisms towards the
17 employees.

18 Q What mannerisms are those that you dislike?

19 A Not respectful.

20 Q Is he abusive?

21 A I didn't say that.

22 Q What do you mean by, "Not respectful"?

23 A Well, understand the definition of respect. He
24 just didn't have what I would consider decency towards
25 people and the employees.

1 Q Including towards you?

2 A Huh?

3 Q Including towards you?

4 A No, he did not.

5 Q He was disrespectful to you?

6 A He tried. It don't work. Employees are
7 different. I mean, I get it -- they're subordinates.

8 Q And before becoming estranged from your brother
9 as a result of the recent issues, how would you
10 characterize your relationship with your brother?

11 A At the moment?

12 Q Before you became estranged.

13 A Workable.

14 Q Friendly?

15 A We were able to work together.

16 Q And how would you characterize your
17 relationship with your niece and nephew, Dan and Lauren?

18 A What's that got to do with anything?

19 MR. JIMENEZ: You're going really far.

20 THE WITNESS: I'm not answering that.

21 MR. JIMENEZ: This is so highly personal and
22 inappropriate to -- on a, you know --

23 MR. PULECIO-BOEK: Are you --

24 MR. JIMENEZ: -- his familial relationship with

25 --

1 MR. PULECIO-BOEK: I don't need your speaking
2 objections.

3 BY MR. PULECIO-BOEK:

4 Q Mr. Manning, are you refusing to answer my
5 question about how you characterize your relationship
6 with your niece and nephew?

7 A It's fine. There.

8 Q How would you characterize your relationship
9 with Shane Lawlor, the son-in-law of John Manning who
10 works at Progen?

11 A I have very little communication with him. I
12 have no issues with him. He's -- I just don't have any
13 communication with him.

14 Q How would you characterize your relationship
15 with Garrett Williamson, the son of Andrew Williamson
16 who works at Progen?

17 A It's okay.

18 Q Are you aware of a company called H&S Industry,
19 LLC?

20 A No.

21 Q Are you aware of a entity called Ferguson
22 Braswell Fraser?

23 A No.

24 Q Are you aware of an entity -- of a -- I'm
25 sorry. Are you aware of a gentleman called Anthony M.

1 York?

2 A No.

3 Q Are you aware of an entity called Wonderland
4 Escrow, Inc?

5 A No.

6 Q Are you aware of an entity called Freedom
7 Mortgage?

8 A No.

9 Q Are you aware of an entity called Amazonsupply
10 Company?

11 A Repeat that one?

12 Q Amazonsupply?

13 A Allison?

14 Q Amazonsupply?

15 A I'm going to say no. I don't -- I can't even
16 recognize it.

17 Q Okay. Are you familiar with a company called
18 AOT Holding?

19 A No.

20 Q You've never heard of it?

21 A Never heard of it.

22 Q Are you familiar with a company called Five
23 Star Leasing?

24 A No.

25 Q Are you familiar with an entity called Putnam &

1 Creighton?

2 A No.

3 Q Are you familiar with an entity called Jiangsu
4 First Power? And I'll spell the name. J-I-A-N-G-S-U
5 First Power?

6 A No.

7 Q Are you familiar with an entity called SBM
8 Construction?

9 A No.

10 Q To your knowledge, did the company SBM
11 Construction provide any services, materials, value, or
12 had any relationship of any kind with the CELEC
13 contracts?

14 A No.

15 Q To your knowledge, did this company, Jiangsu
16 First Power, provide any services, give any value, did
17 anything in connection with the CELEC contracts?

18 A No.

19 Q To your knowledge, did the company AOT Holding
20 do anything, provide any value --

21 A No.

22 Q -- deliver any equipment or material or
23 services in connection with the CELEC contracts?

24 A The answer is no.

25 Q Are you aware of a company called Akil

1 Corporation, A-K-I-L Corporation?

2 A Yes.

3 Q What is Akil Corporation?

4 A It's -- it's Akil, A-K-I-L?

5 Q Yes.

6 A Yes. It's an Indian Corporation in India.

7 Very well respected company.

8 Q Did this -- is this the Indian corporation that
9 sold old and used generators to Progen for Progen to
10 then ship those generators to CELEC?

11 A They sold engine cores, yes.

12 Q Old and used engine cores?

13 A Yes.

14 Q How much did Progen pay Akil Corporation for
15 those old and used engines?

16 A I have no idea.

17 Q Who was responsible at Progen for that
18 relationship with Akil Corporation?

19 A Well, for the -- purchased those, it would be
20 John Manning.

21 Q What is the name of the principal of Akil
22 Corporation?

23 A Akil Gundigari [sic].

24 Q He an Indian gentleman?

25 A Huh?

1 Q Is he an Indian gentleman?

2 A It's an entire family, yes. Akil.

3 Q Does Akil live in the United States?

4 A Huh?

5 Q Does he live in the United States?

6 A Do they exist here in the United States?

7 Q Do the -- does the principal of that company,
8 Akil Corporation, live in the United States?

9 A No, India.

10 Q Do any of the principals of that company live
11 in the United States?

12 A Not aware.

13 Q Are you familiar with Enerset Electric?

14 A Yes.

15 Q What is Enerset Electric?

16 A I do not know what they are. I just know the
17 individual.

18 Q Who is the individual?

19 A Armando Carillo, out of Houston --

20 Q And --

21 A -- Texas.

22 Q Did Enerset Electric, or Mr. Carillo, do
23 anything, services, materials, equipment in connection
24 with the CELEC contracts?

25 A Yes.

1 Q What did they do?

2 A They had some material for the HFO, like a heat
3 -- a skid for a boiler, a centrifuge of things of this
4 nature. And let's see what else they may have had. Our
5 air compressor, pressure vessels. And I think they
6 furnished those too as well. There's about eight of
7 them. I'm not sure what facility they went to in
8 Ecuador.

9 Q Any of those pieces of equipment or parts that
10 you just mentioned, were those delivered to Progen in
11 the United States?

12 A Say that again?

13 Q You mentioned some pieces of equipment or parts
14 --

15 A Yes.

16 Q -- from Enerset. Were those materials
17 delivered to Progen in the United States?

18 A Yes.

19 Q Did Progen install those materials in the old
20 and used power generators before shipping them to CELEC?

21 A No. These were standalone for HFO systems that
22 were sent to Ecuador, I think. Maybe Catamayo. I'm not
23 positive.

24 Q You are unaware whether those materials that
25 Enerset Electric provided were, in fact, used in any

1 way, shape, or form in the CELEC contracts?

2 A Did not say that. They were scheduled to go to
3 one of your plants in Ecuador.

4 Q Are you certain whether Enerset --

5 A Huh?

6 Q Are you certain whether Enerset delivered any
7 materials or equipment in Ecuador or elsewhere?

8 A I just said it. I said that material was
9 shipped to Houston after purchasing it, and that
10 material came to Florida and/or from various places was
11 shipped to Ecuador.

12 Q So to recap, you are certain that Enerset sold
13 to Progen materials and equipment, and that that --
14 those materials and equipment was delivered to Houston,
15 then transported to Florida, and then shipped by Progen
16 from Florida to Ecuador. You are certain of that?

17 A I'm under -- that's my understanding. I didn't
18 see it, but that was my understanding.

19 Q And who -- based on what, is that your
20 understanding?

21 A That they were shipped to Ecuador.

22 Q Who told you that that had happened?

23 A What?

24 Q Who told you?

25 A I don't remember.

1 Q Are you familiar with a company called Coastoil
2 Dynamic?

3 A Repeat that one.

4 Q Coastoil, C-O-A-S-T-O-I-L, Dynamic. Coastoil
5 Dynamic.

6 A Coastal Dynamic? No, I'm not.

7 Q Coastoil Dynamic. Are you aware whether
8 Coastoil Dynamic provided any services, any materials or
9 equipment, or had any relationship with the CELEC
10 contracts?

11 A No, I'm not.

12 Q Are you aware of a company called A.R. Savage &
13 Son?

14 A I've heard of them, but I'm not aware of what
15 they actually do or who they are.

16 Q Are you aware whether they had any relationship
17 or -- of any kind, provided any services, equipment, or
18 materials in connection with the CELEC contracts?

19 A Not aware of it.

20 Q Are you aware of a company called Z-H-U-H-A-I
21 Comking Electric -- Zhuhai Comking Electric?

22 A No, I'm not.

23 Q Did they have any relationship of any kind,
24 provided any services or material in connection with the
25 CELEC contracts?

1 A I'm not aware.

2 Q Are you familiar with a company called Rayk
3 Holdings, R-A-Y-K, Holdings?

4 A No, I'm not.

5 Q Are you familiar with a company called ABB,
6 Inc.?

7 A Yes, I am.

8 Q And what are -- what is ABB?

9 A They sell brand new generators.

10 Q Did ABB provide any generators in connection
11 with the CELEC contracts?

12 A No.

13 Q Are you familiar with a company called Swift
14 Funding?

15 A No.

16 Q Are you familiar with a company called Southern
17 Graphic Systems?

18 A What was the name of them?

19 Q Southern Graphic Systems.

20 A Yeah. Southern Graphics. Yes, I am.

21 Q What is Southern Graphics?

22 A Exactly what they imply. They're a graphics
23 company. They apply or design graphics that -- that go
24 on the side of, like, the Quevedo projects, the name
25 Progen, and other information.

1 Q Southern Graphic was the company that provided
2 to Progen the labels that Progen affixed on the old and
3 used generators that it delivered to CELEC?

4 A I'm not aware of that.

5 Q Are you aware whether Southern Graphic did
6 anything, provided any services, material, or equipment
7 in connection with the CELEC contracts?

8 A Yes.

9 Q What did they do?

10 A They applied the decals that went on the side
11 of the housed units.

12 Q Can you please explain what that is in plain
13 English?

14 A Are you familiar with decals?

15 Q Please explain what a decals is.

16 A Well, it's a placard. It's a -- like a tape on
17 placard that goes on the side. It's large. It's --
18 it's got a sticky surface to it. And instead of
19 painting it on it, you stick it on, and that is your
20 advertisement.

21 Q That is your what? I'm sorry.

22 A Your advertisement that you can apply as a
23 stick-on to the side of a building or a container.

24 Q And so these stickers were affixed to the
25 generators, this -- these stickers were affixed to the

1 generators that -- to the old and used generators that
2 Progen delivered to CELEC?

3 MR. JIMENEZ: Just a second. I think we had a
4 interruption there, and --

5 MR. PULECIO-BOEK: Can everyone hear me okay?

6 THE WITNESS: We can hear you now, but we lost
7 --

8 MR. JIMENEZ: We can hear you, but we lost, I
9 think, one of the volumes, but -- your last question --
10 BY MR. PULECIO-BOEK:

11 Q Let me just -- yeah, let me go back to
12 Southern. This company, Mr. Manning, Southern Graphic
13 Systems, they provided to Progen stickers that Progen
14 affixed on the old and used generators that it shipped
15 to CELEC?

16 A Correct.

17 Q Are you aware how much money Progen paid
18 Southern Graphic for these stickers?

19 A No, I'm not.

20 Q Are you aware of a company called Kronos
21 Saashr? I'll spell it for you. K-R-O-N-O-S. The second
22 name is S-A-A-S-H-R.

23 A No, I'm not.

24 Q Are you aware of a company called Acrecent
25 Financial, A-C-R-E-C-E-N-T, Financial?

1 A No.

2 Q Are you aware of a company called Via Energy
3 Solutions, V-I-A Energy Solutions?

4 A No, I'm not.

5 Q Are you aware of a company called Renewable
6 Investment Corp.?

7 A No, I'm not.

8 Q Are you familiar with a company called Two
9 Lions Holdings?

10 A No, I'm not.

11 Q Are you familiar with a company called Simple
12 Management Group?

13 A No.

14 Q Are you familiar with a company called SBM
15 Construction Services?

16 A No, I'm not.

17 Q Are you familiar with a company called Resa
18 Power, R-E-S-A, Power?

19 A No, I'm not.

20 Q Are you familiar with a gentleman called
21 Raymond Kuntz, K-U-N-T-Z?

22 A Only heard of him. Don't know much about him.

23 Q What have you heard about him?

24 A That they were possible lenders.

25 Q You heard that -- I'm sorry?

1 A That's about it, though.

2 Q You heard that Mr. Kuntz was providing loans to
3 your brother and to Mr. Williamson?

4 A Correct.

5 Q Are you aware of how much money Mr. Kuntz gave
6 them?

7 A No, I do not.

8 Q Are you aware how your brother and Mr.
9 Williamson were generating money to pay back those
10 loans?

11 A No, I do not.

12 Q Are you familiar with the name of a company
13 called Mid-America Engine, Inc.?

14 A Mid-America?

15 Q Yes.

16 A Yes.

17 Q And what does Mid-America Engine, Inc.?

18 A Very similar. They are in the engine
19 generation business. They put packages together,
20 buying, selling, that nature. They're up in Birmingham,
21 Alabama.

22 Q Did Mid-America Engine, Inc., do anything,
23 provide any services, materials, or equipment in
24 connection with the CELEC contracts?

25 A I believe so.

1 Q What did they do?

2 A I believe they furnished the radiators for the
3 Quevedo units, or some of them.

4 Q And those -- thank you. And those radiators
5 were delivered by Mid-America to Progen in the United
6 States?

7 A Correct.

8 Q And Progen would've shipped those generators to
9 -- I'm sorry, those radiators to Ecuador?

10 A They went as part of the skidded units with the
11 house, yes, as a complete unit.

12 Q Are you familiar with a company called Hilliard
13 Enterprises?

14 A No.

15 Q Are you familiar with a company called A.R.
16 Savage & Son?

17 A No.

18 Q Are you familiar with a company called
19 Industrial Surplus, Inc.?

20 A Industrial what?

21 Q Industrial Surplus, Inc.?

22 A No.

23 Q Are you familiar with a company called
24 InstaFunders?

25 A What is it?

1 Q InstaFunders?

2 A No.

3 Q Are you familiar with a company called Lucky 8
4 Ventures?

5 A No.

6 Q Are you familiar with a company called Spirit
7 Specialty Alloy & Metals?

8 A Yes.

9 Q What is that company?

10 A I believe that's a Tampa company. They're --
11 it's a steel supply company.

12 Q Who owns that company?

13 A I have no idea.

14 Q Did Spirit Specialty Alloy and Metals do
15 anything, provide any services, materials, or equipment
16 in connection with the CELEC contracts?

17 A Anything to do with sheet metal or metal
18 itself.

19 Q Did they do it?

20 A I would assume they built skids, but they
21 needed skids or piping or something like that. Yes, it
22 would, but I do not know where it would've been applied.

23 Q In connection with this shipment of skids that
24 went out from -- as best as you recall, from Florida to
25 Ecuador, what vendors supplied the materials for these

1 skids? Was it Enerset, Hilliard? Was there anyone
2 else?

3 A I have no idea.

4 Q Do you recall any other names besides Hilliard
5 and Enerset providing materials in connection with that
6 skid shipment from Florida to Ecuador?

7 A That's broad based when you say that, because
8 you had Catamayo, you had Southerprell [ph], and you had
9 Quevedo. Everything come out of Florida. You're naming
10 companies that may be located here in Florida.

11 Q Well, let -- let's try to maybe frame it.

12 A You've got to be more specific.

13 Q Yeah, I understand. Let's try to frame it
14 differently. Please name for us all of the vendors that
15 you believe were associated in some way with the CELEC
16 contracts. And I'm going to help you, giving you some
17 names. You can tell me if I am missing any, okay?
18 Apollo Electric, Accu [ph] Corporation, Enerset, and
19 Hilliard. Anyone else?

20 A There's a -- tons of people, but no, I -- I
21 can't just off the top of my head. You got a fittings
22 company, piping company like Bay Port, people like that.
23 But you got electrical, you got -- let's see. Auto
24 Direct, ABB. You got -- oh, heck, what the heck is
25 their name? There's a lot of electrical companies that

1 you're missing here, but you just have to get a list
2 from somebody else because most of these people,
3 department heads, had their own people that they would
4 buy from.

5 Q So you are list -- let's try to maybe divide it
6 this way. There were -- there were two types of vendors
7 in connection with the CELEC contracts. The vendors
8 that were selling to Progen old and used generators, and
9 then vendors that were selling electrical equipment that
10 was being shipped to Ecuador.

11 Is that a fair way of summarizing it?

12 A Well, no, not really. When you're looking at a
13 project like Ecuador, you're looking at the HFO
14 equipment. Then you're looking at who's going to be
15 supplying all the HFO equipment, which have been tanks,
16 and a lot of this stuff had been supplied in Ecuador
17 itself and a lot of that stuff had to be manufactured on
18 site.

19 Here, you're going to be looking at parts and
20 so forth for the engine as well. There's a half a dozen
21 people because not everybody's going to have everything
22 you need. Parts are -- have long deliveries and
23 availability is something else to be considered, so.

24 Electrical companies, there's a slew of them
25 for your switch gear. Well, that would've been probably

1 purchased somewhere overseas because switch gears over
2 here are, kind of, hard to come by or you can't find the
3 material.

4 So you would need to go to the heads of these
5 departments to find out who their choice vendors are. I
6 have no idea.

7 Q But I'm just trying to understand through you
8 and thanks -- or as a result of your expertise, the
9 types of vendors generally that Progen relied on for
10 this project.

11 So that would've been number one, the entities
12 that sold Progen the old and used generators. It -- and
13 second, it would've been vendors for electrical parts
14 and components in the generators. I'm talking about
15 Progen specifically.

16 A The question is just too broad -- too broad
17 based. The generators themselves, you're not going to
18 have parts for -- to go out and buy parts for them. It
19 has to be generated through a specialty company that
20 does special repairs to generators, and they do winding
21 and copper and all that. So I can't help you there.

22 Engine parts, yeah, there's -- like, you've got
23 them in your list there, like Hilliard Enterprises.
24 They sell EMD parts and things of this nature. And
25 that's one of them. But there's -- there's quite a few

1 of them. I don't know who they bought from.

2 Q Other than ABB, Interaset [ph], and Hilliard,
3 can you recall any other vendor in connection with the
4 CELEC contracts?

5 A You said Apollo. You said Akil. Those are the
6 big name items. About it for me right now.

7 Q We can maybe go back through some of these
8 names, but as best as you recall sitting here now, the
9 five vendors that would've been primarily involved with
10 the CELEC contracts were Apollo, Akil, Hilliard,
11 Interaset [ph], and ABB?

12 A Uh-huh.

13 THE REPORTER: Is that a yes?

14 BY MR. PULECIO-BOEK:

15 Q Yes?

16 A That's correct.

17 Q And the materials that ABB, Hilliard, and
18 Interaset [ph] would have delivered were not installed by
19 Progen in the old and used generators before being
20 shipped to CELEC. They would've been shipped to
21 Ecuador, correct?

22 A That's correct.

23 Q Who at Progen was responsible or primarily
24 responsible for that relationship with those five
25 vendors, Apollo, Akil, Interaset [ph], Hilliard, and ABB?

1 A For receiving purchase orders and doing
2 requests, proposals, and so forth, it has to go through
3 the vice president of purchasing.

4 Q So that means that the primary person
5 responsible for that would've been Shane Lawlor, the
6 son-in-law of your brother, John Manning?

7 A No, he's vice president of sales.

8 Q Understood.

9 A The vice president of purchasing was Jorge
10 Garcia.

11 Q I understand. Sorry for the confusion.
12 Understood.

13 Did you witness your brother, John Manning, his
14 son-in-law, his kids, Andrew Williamson or his son,
15 using Progen's American Express cards?

16 MR. JIMENEZ: Objection as to form.

17 THE WITNESS: Did I observe them doing what?

18 BY MR. PULECIO-BOEK:

19 Q Using American Express cards?

20 A No.

21 Q Are you aware that Progen had American Express
22 cards?

23 A Yes.

24 Q And what is your understanding of what those
25 cards were supposed to be used for?

1 A For purchasing material and expenses and so
2 forth for Progen.

3 Q Not for personal reasons or purposes, correct?

4 A I wouldn't know that.

5 Q Who had control of the American Express cards
6 at Progen?

7 A Who is what?

8 Q Who had control of the American Express cards
9 at Progen?

10 A I would assume, assume, that it's Andrew
11 Williamson.

12 Q Okay. And why would you assume that?

13 A Huh?

14 Q Why would you assume that?

15 A Because he's the president of the company, so
16 he had the credit cards.

17 Q Thought you said he was the COO?

18 A Correct. And he advertised himself as
19 president, too. Whatever -- the day, I guess.

20 Q It was incorrect that he was the president, he
21 was only the COO?

22 A I've seen his title as president, but primarily
23 the chief operating officer. Just whatever they chose
24 for the day. But on my understanding, the credit cards
25 belonged to him.

1 Q You are aware that CELEC -- I'm sorry, that
2 Progen set up a bank account at Regions Bank to receive
3 the CELEC payments and to use the CELEC payments in
4 connection with the CELEC contracts, yes?

5 A Not aware.

6 Q Are you aware of Progen having any preexisting
7 relationship with Regions Bank prior to the CELEC
8 contracts?

9 A No.

10 MR. PULECIO-BOEK: If this would be a good time
11 for a break, I think we may be close to done. We're
12 just going to check our notes and then we can see if
13 there's any further work. If it's okay, we can rest for
14 12 minutes until 3:50.

15 MR. JIMENEZ: 12 minutes. Sure.

16 MR. PULECIO-BOEK: Good. Thank you.

17 THE VIDEOGRAPHER: All right. One second.
18 I'll take us off record. All right. We are now off
19 record. The time is 3:38 p.m. Eastern Standard.

20 (Off the record.)

21 THE VIDEOGRAPHER: All right. We are now back
22 on record. The time is 3:56 p.m. Eastern Standard.

23 And Counsel, you may proceed.

24 MR. PULECIO-BOEK: Thank you. Can everyone
25 hear me okay?

1 THE WITNESS: Yep.

2 MR. PULECIO-BOEK: Good. Good.

3 BY MR. PULECIO-BOEK:

4 Q Mr. Manning, I wanted to ask you, are you aware
5 of any properties or assets owned by John and Jennifer
6 Manning besides the real estate property that we
7 discussed earlier today?

8 MR. JIMENEZ: I do want to state an objection
9 regarding the whole line of questioning that goes to --
10 it's not relevant to this case at all. I've let you go
11 for a long, long time. I'm going to let him answer this
12 question, but it is objectionable that you're conducting
13 discovery that deals with collection on a judgment which
14 you haven't achieved, and so it's not appropriate at
15 this stage of the litigation.

16 But I'll let him answer this question, but I'm
17 not going to continue to go down this line.

18 BY MR. PULECIO-BOEK:

19 Q Mr. Manning, are you aware of any assets or
20 properties of John and Jennifer Manning beyond the real
21 estate properties we discussed earlier today?

22 A Other than a couple items, I guess, that hasn't
23 been mentioned, but I'm not sure that they even own them
24 anymore.

25 Q Can you --

1 A One was an RV, but they've had that for years.
2 They've got a vessel, a boat, that they've had for
3 years, and certainly wouldn't attribute it to anything
4 in this case or anything.

5 Q How about Andrew Williamson and his wife?

6 A I know very little about what their assets are
7 or what they have.

8 Q Understood.

9 A I think we mentioned the home, and that was it.

10 Q Yep. Yep. Okay. I am -- I'm not going to
11 have any further questions for now, Mr. Manning, with
12 two caveats, if I may.

13 Number one, is that a lot of information has
14 come out today, including documents, text messages, and
15 the like, that haven't been produced to us. So we will
16 leave this deposition open and we will likely ask you to
17 come back at a later date to continue testifying when we
18 have those documents in front of us, if they are ever
19 produced.

20 And number two, just to confirm with you, Mr.
21 Manning, that if this case proceeded to a trial in front
22 of a jury, that you would be willing and available to
23 testify as a witness at that time?

24 A If I'm still alive.

25 MR. JIMENEZ: I'm going to --

1 BY MR. PULECIO-BOEK:

2 Q I'm sorry, Mr. Manning?

3 MR. JIMENEZ: No, he's not going to answer that
4 question. He's a party to this litigation and he's here
5 in Florida. I'm not sure what that question goes. I
6 want to state for the record that we are --

7 MR. PULECIO-BOEK: I'm sorry, just so that he -
8 -

9 MR. JIMENEZ: I think I do --

10 MR. PULECIO-BOEK: -- answers my question.

11 MR. JIMENEZ: I do need -- I am going to -- I'm
12 an attorney here and I'm entitled to speak.

13 MR. PULECIO-BOEK: He just --

14 MR. JIMENEZ: And so --

15 MR. PULECIO-BOEK: -- didn't answer my
16 question. He just didn't answer my question because you
17 interrupted.

18 MR. JIMENEZ: Well, your question is --

19 BY MR. PULECIO-BOEK:

20 Q Mr. Manning --

21 MR. JIMENEZ: -- he's not going to --

22 BY MR. PULECIO-BOEK:

23 Q Mr. Manning --

24 MR. JIMENEZ: -- state here what he's going to
25 do at a future trial. He's not -- if he's got any

1 rights, he's going to assert them, but to tell him --

2 MR. PULECIO-BOEK: He can refuse.

3 MR. JIMENEZ: No --

4 MR. PULECIO-BOEK: Please --

5 MR. JIMENEZ: I'm going to -- I will instruct
6 him -- I will instruct him not to answer that question.

7 MR. PULECIO-BOEK: Okay. Let me ask the
8 question and you can instruct him not to answer.

9 BY MR. PULECIO-BOEK:

10 Q Mr. Manning, should this case proceed to a
11 trial in front of a jury at some point in the future,
12 would you be willing and able to appear and testify in
13 that matter as either a party or a witness?

14 MR. JIMENEZ: I will instruct the witness not
15 to answer that question.

16 BY MR. PULECIO-BOEK:

17 Q Do you foresee, Mr. Manning, for any reason
18 that you are going to be unavailable to testify at trial
19 should this matter proceed to it?

20 MR. JIMENEZ: You can answer that.

21 THE WITNESS: It is quite possible.

22 BY MR. PULECIO-BOEK:

23 Q Why is that possible?

24 A Well, I may not be available.

25 Q Why, Mr. Manning?

1 A Could be health reasons.

2 Q Are you ill, Mr. Manning? I'm sorry to ask. I
3 don't want to intrude, but I'm just asking if you
4 foresee -- do you have any reason to think you're not
5 going to be available, and you're saying you think
6 you're going to be unavailable. So I need to ask you
7 why you think you're going to be unavailable.

8 A Well, everything at my age is always an issue.

9 Q You are currently not ill, correct?

10 A Well, I do have some issues, yes. Skeletal
11 issues. But that may not be -- there may be other
12 issues. I mean, I have to earn a living, so I may have
13 to be somewhere else to do so. So I can't guarantee
14 that.

15 Q I understand, Mr. Manning. I'm just trying to
16 get a sense from you. Is there any reason presently in
17 your mind that leads you to believe that you are not
18 going to be available to testify at trial should this
19 matter proceed to a trial?

20 A At this moment, I'm not aware.

21 Q Thank you.

22 MR. JIMENEZ: So regarding your point about him
23 coming back, we do object to having to continue this
24 deposition for any reason. We basically informed you
25 and suggested that you move depositions back until

1 discovery was complete. You chose to proceed with this
2 deposition with the full knowledge and understanding
3 that discovery had -- was not complete, and that's a
4 choice you made. So to the extent that you seek to
5 continue this deposition, we do object.

6 MR. PULECIO-BOEK: We'll take that up with the
7 Court.

8 MR. JIMENEZ: Absolutely.

9 THE REPORTER: Any cross for the witness?

10 MR. JIMENEZ: No, no question. Unless Mr.
11 Jaramillo has some questions. I don't know. I guess
12 we'll wait until he asks his questions.

13 MR. JARAMILLO: No. No. I think at this time
14 we'll just rest.

15 MR. JIMENEZ: Then we have no questions.

16 THE REPORTER: And Mr. Pulecio-Boek, would you
17 like to order the transcript or the video at this time?

18 MR. PULECIO-BOEK: I would like to order the
19 video and I would like to order the transcript. And I
20 would appreciate the transcript as soon as possible.
21 When, subject to your availability, the earliest you
22 could -- you think you could give it to us?

23 THE REPORTER: When would you need it by?

24 MR. PULECIO-BOEK: I believe -- would Tuesday
25 be too optimistic?

1 THE REPORTER: Tuesday this week?

2 MR. PULECIO-BOEK: Yes.

3 THE REPORTER: Next week that's coming up?

4 MR. PULECIO-BOEK: Correct.

5 THE REPORTER: We can do that.

6 MR. PULECIO-BOEK: That's fantastic and much
7 appreciated. Thank you.

8 THE REPORTER: Perfect. And would you like the
9 video synced?

10 MR. PULECIO-BOEK: Sure. Thank you.

11 THE REPORTER: Synced. Perfect.

12 And Mr. Jimenez, would you like to order a copy
13 of the transcript or the video?

14 MR. JIMENEZ: Yes, please.

15 THE REPORTER: Both?

16 MR. JIMENEZ: Yes.

17 THE REPORTER: Same thing for you, synced?

18 MR. JIMENEZ: Yes. Yes, same.

19 THE REPORTER: Perfect.

20 And Mr. Jaramillo, would you like a copy of the
21 transcript or the video?

22 MR. JARAMILLO: Yes, please. Both.

23 THE REPORTER: Both. Same thing? Same order?
24 Synced?

25 MR. JARAMILLO: Yes.

1 THE REPORTER: Okay. Perfect.

2 And lastly, will Mr. Manning read or waive the
3 reading of the transcript?

4 MR. JIMENEZ: He reads.

5 THE REPORTER: He reads. Through your e-mail
6 would be fine?

7 MR. JIMENEZ: Yes.

8 THE REPORTER: Okay. Perfect. I believe we're
9 going off the record. The time is 4:04 p.m. Eastern
10 Standard.

11 (Signature reserved.)

12 (Whereupon, at 4:04 p.m., the proceeding
13 was concluded.)
14
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CERTIFICATE OF OATH

I, the undersigned, certify that the witness in the foregoing transcript personally appeared before me and was duly sworn.

A handwritten signature in black ink, appearing to read 'Dulce Ordonez', with a stylized flourish extending to the right.

DULCE ORDONEZ
Reporter, Notary Public
State of Florida

C E R T I F I C A T E

I, DULCE ORDONEZ, Reporter and Notary Public for the State of Florida at Large, do hereby certify that I was authorized to and did report the foregoing proceeding, and that said transcript is a true record of the said proceeding.

I FURTHER CERTIFY that I am not of counsel for, related to, or employed by any of the parties or attorneys involved herein, nor am I financially interested in said action.

A handwritten signature in black ink, appearing to read 'Dulce Ordonez', with a stylized flourish extending to the right.

DULCE ORDONEZ
Reporter, Notary Public

1 ADOLFO ENRIQUE JIMENEZ, ESQUIRE

2 adolfo.jimenez@hklaw.com

3 July 28, 2026

4 RE: CELEC EP v. PROGEN INDUSTRIES, Et Al.

7/24/2026, W. Wade Manning (#8308030)

5
6 The above-referenced transcript is available for
7 review.

8 W. Wade Manning should read the testimony to
9 verify its accuracy. If there are any changes,
10 W. Wade Manning should note those with the reason
11 on the attached Errata Sheet.

12 W. Wade Manning should, please, date and sign the
13 Errata Sheet and email to the deposing attorney as well as
14 to Veritext at Transcripts-fl@veritext.com and copies will
15 be emailed to all ordering parties.

16 It is suggested that the completed errata be returned 30
17 days from receipt of testimony, as considered reasonable
18 under Federal rules*, however, there is no Florida statute
19 to this regard.

20 If the witness fails to do so, the transcript may be used
21 as if signed.

22 Yours,

23 Veritext Legal Solutions

24
25 *Federal Civil Procedure Rule 30(e)/Florida Civil Procedure
Rule 1.310(e).

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7/24/2026, W. Wade Manning (#8308030)

E R R A T A S H E E T

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REASON_____

Under penalties of perjury, I declare that I have
read the foregoing document and that the facts
stated in it are true.

(W. Wade Manning)

DATE

[& - 36191]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

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Exhibit D

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

CELEC EP,

Plaintiff,

v.

Case No. 8:25-cv-03433-WFJ-SPF

PROGEN INDUSTRIES, LLC;
GENERTEK POWER CORP.;
GENERTEK POWER INDUSTRIES, LLC;
JOHN B. MANNING; W. WADE MANNING;
ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.;
AP INSPECTIONS LATINOAMERICA, S.A.;
A.P. INSPECTIONS LLC; and DOES 1-99,

Defendants.

**DEFENDANT PROGEN INDUSTRIES, LLC'S RESPONSES AND
OBJECTIONS TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION**

Pursuant to Rule 34, Federal Rules of Civil Procedure, Defendant Progen Industries, LLC ("**Progen**") responds and objects to Plaintiff CELEC EP's ("**Plaintiff**") First Request for Production (the "**Requests**"), served on February 13, 2026, as follows:

GENERAL OBJECTIONS

1. Progen objects to the Requests, including the definitions and instructions, to the extent they contain requests that exceed the scope and requirements of the Federal Rules of Civil Procedure and purport to require

discovery not provided for by those rules, including but not limited to discovery on subjects not at issue in this case.

2. Progen objects to each Request to the extent it seeks information or documents protected from disclosure by any applicable privilege, including the attorney-client privilege, the work product doctrine, or any other rule of privilege or confidentiality provided by law. Progen does not intend to, and expressly does not, waive any such privilege by inadvertently producing privileged documents or information pursuant to the Requests.

3. Progen objects to any Request that requires the search for documents stored on back-up tapes, off-site or archival data storage, or other inaccessible electronic storage because of the undue burden or cost.

4. Progen objects to these Requests to the extent they seek documents already in the possession of or available to CELEC, including documents that CELEC created, maintained, or has independent access to.

5. By making these responses herein, Progen does not concede that any Request is relevant to this action or is reasonably calculated to lead to the discovery of admissible evidence. Progen expressly reserves the right to object to further discovery into the subject matter of any of these Requests, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive documents.

6. Progen has not completed investigation of facts related to this case, has not completed discovery, and has not completed preparation for trial so that

additional evidence may be discovered that will affect Progen's responses. Progen has endeavored to give responses on the basis of the best information available at the time and without prejudice to the introduction of subsequently discovered evidence or documents omitted through good-faith oversight.

7. Progen objects to the Requests to the extent they are overly broad, unduly burdensome, and disproportionate to the needs of the case, including but not limited to Requests that are unlimited as to time, scope, or subject matter.

8. Progen objects to the definitions set forth in the Requests to the extent they purport to expand the scope of discovery beyond the Federal Rules of Civil Procedure. In particular, Progen objects to the definitions of "Communication," "document," and "relating to" to the extent they are overly broad and seek to impose obligations beyond those required by Rule 34.

9. Progen objects to the definition of "Defendant" in the Requests to the extent it seeks to impute to Progen knowledge of, or responsibility for, documents in the possession, custody, or control of other entities or individuals, including co-defendants in this action.

10. Progen objects to the Requests to the extent they seek documents in the possession, custody, or control of entities located in Ecuador, over which Progen has no control.

11. In responding to these Requests, Progen does not waive the foregoing General Objections, nor the specific objections that are set forth in the responses

to particular Requests. These General Objections are incorporated by reference into the specific responses and objections to each Request set forth below.

SPECIFIC RESPONSES

1. All documents relating to the procurement, purchase, manufacture, delivery, transport, importation, installation, inspection, testing, acceptance, operation, maintenance, and performance of generators supplied or intended to be supplied under the Quevedo and Salitral contracts or any related agreements.

RESPONSE: Progen objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case in that it encompasses virtually every document that could conceivably relate to the generators supplied or intended to be supplied under the Quevedo and Salitral contracts without any limitation as to time period or custodian. Progen also objects to this Request to the extent it seeks documents that are equally or more likely to be in CELEC's own possession, custody, or control, as CELEC was a party to the contracts and participated in the inspection and acceptance processes. CELEC is also a state-owned entity and has greater access to all records relating to the delivery, transport, importation, installation, inspection, testing and acceptance of the generators. Progen further objects to the extent this Request seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

2. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the procurement, purchase, manufacture, delivery, transport, importation, installation, inspection, testing, acceptance, operation, maintenance, and performance of generators supplied or intended to be supplied under the Quevedo and Salitral contracts or any related agreements.

RESPONSE: Progen objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case in that it encompasses virtually every document that could conceivably relate to the generators supplied or intended to be supplied under the Quevedo and Salitral contracts without any limitation as to time period or custodian. Progen also objects to this Request to the extent it seeks documents that are equally or more likely to be in CELEC's own possession, custody, or control, as CELEC was a party to the contracts and participated in the inspection and acceptance processes. CELEC is also a state-owned entity and has greater access to all records relating to the delivery, transport, importation, installation, inspection, testing, acceptance. Progen further objects to the extent this Request seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

3. All documents relating to the engines installed or to be installed in the generators, including manufacturer's certificates, technical specifications, compliance documentation, warranty information, and correspondence with engine suppliers or manufacturers.

RESPONSE: Progen objects to this Request to the extent it is overly broad and unduly burdensome, as it seeks all documents "relating" to the engines without limitation. Progen also objects to the extent this Request seeks proprietary or confidential business information of third-party engine suppliers or manufacturers, as well as information that is not in the possession, custody, and control of Progen. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

4. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the engines installed or to be installed in the generators, including manufacturer's certificates,

technical specifications, compliance documentation, warranty information, and correspondence with engine suppliers or manufacturers.

RESPONSE: Progen objects to this Request to the extent it is overly broad and unduly burdensome, as it seeks all documents “relating” to the engines without limitation. Progen also objects to the extent this Request seeks proprietary or confidential business information of third-party engine suppliers or manufacturers, as well as information that is not in the possession, custody, and control of Progen. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

5. All documents relating to payments, wire transfers, or any financial transactions made or received in connection with the Quevedo and Salitral contracts, including but not limited to SWIFT payment records, bank account details, invoices, receipts, payment schedules, and supporting documentation.

RESPONSE: Progen objects to this Request to the extent it seeks confidential and proprietary financial and banking information. Progen also objects to this Request to the extent it seeks documents equally available to CELEC, as CELEC initiated and processed the wire transfers at issue. Progen further objects to the extent this Request seeks information concerning financial transactions unrelated to the claims or defenses in this action. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place, subject to an appropriate confidentiality order or protective order.

6. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to payments, wire transfers, or any financial transactions made or received in connection with the Quevedo and Salitral contracts, including but not limited to SWIFT payment records, bank account details, invoices, receipts, payment schedules, and supporting documentation.

RESPONSE: Progen objects to this Request to the extent it seeks confidential and proprietary financial and banking information. Progen also objects to this Request to the extent it seeks documents equally available to CELEC, as CELEC initiated and processed the wire transfers at issue. Progen further objects to the extent this Request seeks information concerning financial transactions unrelated to the claims or defenses in this action. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place, subject to an appropriate confidentiality order or protective order.

7. All documents relating to direct or indirect payments, gifts, transfers of value, or other consideration provided to, for, or on behalf of government officials, including but not limited to officials at CELEC, or any other agency or entity of the Ecuadorian government or any other government.

RESPONSE: Progen objects to this request to the extent it assumes Progen made direct or indirect payments, gifts, transfers of value, or other consideration to, for, or on behalf of government officials. Subject to and without waiving these objections, no responsive documents exist.

8. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to direct or indirect payments, gifts, transfers of value, or other consideration provided to, for, or on behalf of government officials, including but not limited to officials at CELEC, or any other agency or entity of the Ecuadorian government or any other government.

RESPONSE: Progen objects to this request to the extent it assumes Progen made direct or indirect payments, gifts, transfers of value, or other consideration to, for, or on behalf of government officials. Subject to and without waiving these objections, no responsive documents exist.

9. All documents relating to the use, disposition, or current location of funds received under the contracts, including accounting records, financial statements, and records showing how the funds were allocated or spent.

RESPONSE: Progen objects to this Request to the extent it seeks confidential and proprietary financial and business information. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place, subject to an appropriate confidentiality order or protective order.

10. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the use, disposition, or current location of funds received under the contracts, including accounting records, financial statements, and records showing how the funds were allocated or spent.

RESPONSE: Progen objects to this Request to the extent it seeks confidential and proprietary financial and business information. Progen further objects to the extent Plaintiff seeks post-judgment discovery when it has not yet proven its claims or established liability. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place, subject to an appropriate confidentiality order or protective order.

11. All documents provided to CELEC or any other entity in connection with the bidding, solicitation, or award of the Quevedo or Salitral contracts, including but not limited to experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

RESPONSE: Progen objects to this Request to the extent it characterizes documents as "forged or misrepresented," as Progen denies that it forged any documents submitted to CELEC. Progen is a victim of Astrobryxa, S.A. ("Astrobryxa") and/or its principals, who

forged certain documents in concert with CELEC employees without Progen's authorization and submitted those documents. Progen further objects to the extent this Request seeks documents already in CELEC's possession, custody, or control, as CELEC received and maintained the bid documents at issue. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

12. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—with CELEC or any other entity in connection with the bidding, solicitation, or award of the Quevedo or Salitral contracts, including but not limited to experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

RESPONSE: Progen objects to this Request to the extent it characterizes documents as "forged or misrepresented," as Progen denies that it forged any documents submitted to CELEC. Progen is a victim of Astrobryxa and/or its principals, who forged documents in concert with CELEC employees without Progen's authorization and submitted those documents. Progen further objects to the extent this Request seeks documents already in CELEC's possession, custody, or control, as CELEC received and maintained the bid documents at issue. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

13. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—with subcontractors, affiliates, or third parties relating to experience documentation, certifications, or qualifications submitted or relied upon for the award of the contracts.

RESPONSE: Progen objects to this Request to the extent it is overly broad and unduly burdensome, as it seeks all communications "relating" to other projects Progen has participated in. Progen further objects to this request as vague and ambiguous as "experience

documentation” is not defined. Progen also objects to this Request to the extent it seeks confidential and proprietary financial regarding Progen’s relationship with third-parties that are not at issue in this litigation.

14. All documents relating to the inspection, verification, or acceptance of generators, engines, or components delivered or intended to be delivered under the Quevedo and Salitral contracts, including packing lists, inspection reports, verification reports, technical committee minutes, and expert evaluations.

RESPONSE: Progen objects to this Request because it seeks documents already in the possession of or available to CELEC, including documents that CELEC created, maintained, or has independent access to. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

15. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the inspection, verification, or acceptance of generators, engines, or components delivered or intended to be delivered under the Quevedo and Salitral contracts, including packing lists, inspection reports, verification reports, technical committee minutes, and expert evaluations.

RESPONSE: Progen objects to this Request because it seeks documents already in the possession of or available to CELEC, including documents that CELEC created, maintained, or has independent access to. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

16. All inspection reports, documentation, and results generated by AP Inspections Latinoamerica S.A., A.P. Inspections LLC, or any other entity engaged

to inspect, verify, or certify equipment, including underlying data and communications.

RESPONSE: Progen objects to this Request because it seeks documents already in the possession of or available to CELEC. Progen further objects to this request to the extent it requests documents from third-parties, Inspections Latinoamerica S.A., and A.P. Inspections LLC which were engaged by CELEC. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

17. All documents concerning the transport, shipping, logistics, and importation of generators, engines, or related equipment for the Quevedo and Salitral projects, including shipping records, customs documentation, warehouse logs, inventories, and photographs.

RESPONSE: Progen objects to this Request because it seeks documents already in the possession of or available to CELEC, including documents that CELEC created, maintained, or has independent access to. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

18. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—concerning the transport, shipping, logistics, and importation of generators, engines, or related equipment for the Quevedo and Salitral projects, including shipping records, customs documentation, warehouse logs, inventories, and photographs.

RESPONSE: Progen objects to this Request because it seeks documents already in the possession of or available to CELEC, including documents that CELEC created, maintained, or has independent access to. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

19. All documents relating to the inspection, testing, evaluation, or verification of generators supplied or intended to be supplied under the Quevedo and Salitral contracts, including but not limited to inspection reports, verification reports, technical committee minutes, and supporting data.

RESPONSE: Progen objects to this Request as duplicative of Request Nos. 14 and 16, which seek substantially the same categories of documents. Progen incorporates its objections to Request Nos. 14 and 16 as if fully set forth herein. Subject to and without waiving these objections, Progen will produce any non-privileged, responsive documents at a mutually agreeable time and place.

20. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the inspection, testing, evaluation, or verification of generators supplied or intended to be supplied under the Quevedo and Salitral contracts.

RESPONSE: Progen objects to this Request as duplicative of Request Nos. 15 and 19. Progen incorporates its objections to Request Nos. 14 and 16 as if fully set forth herein. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

21. All documents relating to the performance, acceptance, non-performance, or termination of the Quevedo and Salitral contracts, including administrative decisions, notices of contract termination, project schedules, work plans, compliance reports, and evidence of project milestones.

RESPONSE: Progen objects to this Request as overly broad in that it encompasses any and all documents relating to performance or termination of both contracts without limitation. Further, this Request does not request documents related to performance or non-performance of a specific obligation under the contracts. Progen further objects to the extent this Request seeks documents in CELEC's

possession, custody, or control, including administrative decisions and notices of termination issued by CELEC. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

22. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the performance, acceptance, non-performance, or termination of the Quevedo and Salitral contracts, including administrative decisions, notices of contract termination, project schedules, work plans, compliance reports, and evidence of project milestones.

RESPONSE: Progen objects to this Request as overly broad in that it encompasses any and all documents relating to performance or termination of both contracts without limitation. Further, this Request does not request documents related to performance or non-performance of a specific obligation under the contracts. Progen further objects to the extent this Request seeks documents in CELEC's possession, custody, or control, including administrative decisions and notices of termination issued by CELEC. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

23. All documents concerning internal or external investigations, findings, or decisions related to contract performance concerns, fraud, or compliance with anti-bribery laws and regulations.

RESPONSE: Progen objects to this Request as overly broad and unduly burdensome in that it is not limited to the Quevedo and Salitral contracts and could be read to encompass any investigation or compliance activity, regardless of its relevance to this action. This Request is additionally overbroad and unduly burdensome as it does not identify what anti-bribery laws and regulations it refers to, but instead could encompass any such law or regulation, regardless of its relevance to this action. Progen further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege, including but

not limited to documents prepared in anticipation of litigation or at the direction of counsel. Progen also objects to this request as vague and ambiguous as “investigations,” “findings,” and “decisions” are not defined.

24. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—concerning internal or external investigations, findings, or decisions related to contract performance concerns, fraud, or compliance with anti-bribery laws and regulations.

RESPONSE: Progen objects to this Request as overly broad and unduly burdensome in that it is not limited to the Quevedo and Salitral contracts and could be read to encompass any investigation or compliance activity, regardless of its relevance to this action. This Request is additionally overbroad and unduly burdensome as it does not identify what anti-bribery laws and regulations it refers to, but instead could encompass any such law or regulation, regardless of its relevance to this action. Progen further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege, including but not limited to documents prepared in anticipation of litigation or at the direction of counsel. Progen also objects to this request as vague and ambiguous as “investigations,” “findings,” and “decisions” are not defined.

25. All documents concerning the involvement, role, or activities of subcontractors, affiliates, or designated project contractors, including Astrobryxa S.A., AP Inspections Latinoamerica S.A., A.P. Inspections LLC, and any other entities involved in the Quevedo and Salitral projects.

RESPONSE: Progen objects to this request to the extent it seeks documents that are in the possession of third-parties. Subject to and without waiving this objection, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

26. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—concerning the

involvement, role, or activities of subcontractors, affiliates, or designated project contractors, including Astrobryxa S.A., AP Inspections Latinoamerica S.A., A.P. Inspections LLC, and any other entities involved in the Quevedo and Salitral projects.

RESPONSE: Progen objects to this request to the extent it seeks documents that are in the possession of third-parties. Subject to and without waiving this objection, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

27. All documents provided to CELEC or any other entity in connection with obtaining, bidding for, or being awarded the Quevedo or Salitral contracts, including but not limited to experience certifications, supporting documentation, and any documents alleged or determined to be forged or misrepresented.

RESPONSE: Progen objects to this Request as duplicative of Request No. 11, which seeks substantially the same category of documents. Progen incorporates the objections to Request No. 11 as if fully set forth herein. Progen also objects to the characterization of documents as "forged or misrepresented" for the reasons stated in response to Request No. 11. Progen further objects to the extent this Request seeks documents already in CELEC's possession, custody, or control. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

28. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the preparation, submission, or use of any documents provided to CELEC or any other entity in connection with obtaining, bidding for, or being awarded the Quevedo or Salitral contracts, including communications regarding experience certifications,

supporting documentation, and any documents alleged or determined to be forged or misrepresented.

RESPONSE: Progen objects to this Request as duplicative of Request No. 11, which seeks substantially the same category of documents. Progen incorporates the objections to Request No. 11 as if fully set forth herein. Progen also objects to the characterization of documents as "forged or misrepresented" for the reasons stated in response to Request No. 11. Progen further objects to the extent this Request seeks documents already in CELEC's possession, custody, or control. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

29. All documents relating to the engines installed in generators supplied or intended to be supplied under the Quevedo and Salitral contracts, including but not limited to manufacturer's certificates, technical specifications, compliance documentation, warranty information, and documents regarding the source, type, or condition of the engines.

RESPONSE: Progen objects to this Request as duplicative of Request No. 3, which seeks substantially the same category of documents. Progen incorporates the objections to Request No. 3 as if fully set forth herein. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

30. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to the engines installed in generators supplied or intended to be supplied under the Quevedo and Salitral contracts, including communications with engine suppliers, manufacturers, or any third party regarding the source, type, or condition of the engines.

RESPONSE: Progen objects to this Request as duplicative of Request Nos. 4 and 29, which seek substantially the same category of documents and communications. Progen incorporates the objections to Request Nos. 4 and 29 as if fully set forth herein. Progen further objects to the extent this Request seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

31. All documents relating to decisions, deliberations, or recommendations concerning the delivery of generators to CELEC under the Quevedo and Salitral contracts.

RESPONSE: Progen objects to this Request to the extent it seeks documents reflecting deliberative processes protected by the attorney-client privilege or work product doctrine. Progen further objects to this request as vague and ambiguous as “decisions” is not defined, and the Request does not indicate whose decisions it refers to. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents related to Progen’s decisions, deliberations, and/or recommendations at a mutually agreeable time and place.

32. All communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to decisions, deliberations, or recommendations concerning the delivery of generators to CELEC under the Quevedo and Salitral contracts.

RESPONSE: Progen objects to this Request to the extent it seeks documents reflecting deliberative processes protected by the attorney-client privilege or work product doctrine. Progen further objects to this request as vague and ambiguous as “decisions” is not defined, and the Request does not indicate whose decisions it refers to. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents related to Progen’s decisions, deliberations, and/or recommendations at a mutually agreeable time and place.

33. Any and all documents you referred to in or relied upon in forming your answers to the First Set of Interrogatories served upon you on even date herewith by CELEC.

RESPONSE: Progen objects to this Request to the extent it seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege, including documents assembled or reviewed at the direction of counsel for the purpose of preparing interrogatory responses. Subject to and without waiving these objections, Progen will produce non-privileged, responsive documents at a mutually agreeable time and place.

34. All documents and communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—not otherwise specifically requested above that relate to the Quevedo and Salitral contracts, the generators, engines, payments, bidding, inspection, transport, or any issue raised in the Complaint.

RESPONSE: Progen objects to this Request as a quintessential "catch-all" request that is overly broad, unduly burdensome, vague, and disproportionate to the needs of the case. The Request's reference to "any issue raised in the Complaint" renders it virtually unlimited in scope and would impose an unreasonable burden on Progen. Progen further objects to the extent this Request seeks documents protected by the attorney-client privilege, work product doctrine, or any other applicable privilege.

35. All documents and communications, including internal emails, messages, or correspondence—and notes of any verbal conversations—relating to litigation or claims between or among Progen Industries, LLC, Genertek Power Corp., Genertek Power Industries, LLC, and/or Astrobryxa S.A., including the documents and communications that form the basis for those litigations or claims.

RESPONSE: Progen objects to this Request as overly broad, unduly burdensome, and not limited in time or subject matter. This Request is also objectionable to the extent it seeks documents and communications protected by the attorney-client privilege, work product doctrine, or any other applicable privilege, particularly as litigation-related documents are inherently likely to involve privileged communications and attorney work product. Progen further objects to this Request to the extent it seeks documents relating to litigation or claims that are unrelated to the subject matter of this action.

/s/ Adolfo E. Jiménez

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*Attorneys for Defendants Progen
Industries, LLC; Genertek Power Corp.;
Genertek Power Industries, LLC; John B.
Manning; W. Wade Manning; and
Andrew S. Williamson*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 16, 2026, a copy of the foregoing has
been served by electronic mail to:

Courtney M. Keller, Esquire
Meredith P. Yates, Esquire
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Counsel for Defendant, Astrobryxa, S.A.

/s/ Allison Powers
Attorney

Exhibit E

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

TAMPA DIVISION

CELEC EP,

Plaintiff,

v.

PROGEN INDUSTRIES, LLC;
GENERTEK POWER CORP.;
GENERTEK POWER INDUSTRIES,
LLC; JOHN B. MANNING; W. WADE
MANNING; ANDREW S.
WILLIAMSON; ASTROBRYXA, S.A.;
AP INSPECTIONS
LATINOAMERICA, S.A.; A.P.
INSPECTIONS LLC; and DOES 1-99,

Defendants.

Case No. 8:25-cv-03433

Judge Jung

**PLAINTIFF'S NOTICE OF INTENT TO SERVE SUBPOENAS TO
PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR
TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

TO: ALL PARTIES OF RECORD

PLEASE TAKE NOTICE that pursuant to Rule 45(a)(4), Federal Rules of Civil Procedure, notice is hereby given that the undersigned will issue the attached subpoenas directed to the following, who are not parties, to produce the items listed at the time and place specified in each subpoena:

1. **RENEWABLE INVESTMENT CORP**
c/o Palmer Management Corporation
13 Elm St., Suite 200
Cohasset, MA 02025
2. **VIA ENERGY SOLUTIONS, LLC**
c/o Corporation Service Company D/B/A Csc-Lawyers Inc
211 E. 7th Street Suite 620
Austin, TX 78701
3. **KRONOS SAASHR, INC.**
c/o UNITED AGENT GROUP INC.
1521 Concord Pike, Suite 201
Wilmington, DE 19803
4. **ACRECENT FINANCIAL CORPORATION**
Metro Office Park, 17 Street 2,
Valencia Building (Lot 1), Suite 640
Guaynabo, Puerto Rico 00968
5. **GARRETT K. WILLIAMSON**
3339 Oak Grove Cv
Lakeland, FL 33812
6. **SHANE LAWLOR**
88 Woodside Dr.
Lakeland, FL 33813
7. **STANDARD CHARTERED BANK (NEW YORK)**
3 Bryant Park
New York, NY 10036
8. **EDWARD D JONES AND COMPANY, L.P.**
c/o C T CORPORATION SYSTEM
5661 Telegraph Rd Ste 4B
Saint Louis, MO 63129
9. **WONDERLAND ESCROW, INC TRUST ACCOUNT**
c/o Matthew S. Davis
880 Apollo St. Ste. 332
El Segundo, CA 90245

The respective Records Custodians shall produce for inspection and copying all documents listed on **Schedule “A”** of the attached subpoenas.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of June, 2026, I electronically served the foregoing **Plaintiff's Notice of Intent to Serve Subpoenas to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action** on all counsel of record.

By: /s/ Courtney M. Keller

Courtney M. Keller, Esquire
Florida Bar No. 28668
Meredith P. Yates, Esquire
Florida Bar No. 1058373

GREENBERG TRAURIG, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909
Email: kellerc@gtlaw.com
Meredith.yates@gtlaw.com
Nef-iws@gtlaw.com
ORLLitDock@gtlaw.com

Daniel Pulecio-Beck, Esquire
(admitted *pro hac vice*)
Michael Pusateri, Esquire
(admitted *pro hac vice*)

GREENBERG TRAURIG, P.A.
2101 L Street, N.W., Suite 1000
Washington, D.C. 20037
Telephone: (202) 331-3117
Email: pulecioboekd@gtlaw.com
pusaterim@gtlaw.com

Counsel for Plaintiff

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Renewable Investment Corp c/o Palmer Management Corporation, Registered Agent
14 Elm Street, Suite 200, Cohasset, Massachusetts 02025

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP, 1 International Pl, Ste 2000,
Boston, MA 02110 OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to Renewable Investment Corporation its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as

each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- a) the date thereof;
- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, contracts, agreements, proposals, or other records relating to any contract or agreement, informal or formal, between any Defendant/Subject Entity and CELEC, including but not limited to any contract or agreement involving the supply, sale, lease, installation, maintenance, or servicing

of generators or any other goods or services provided by or through any Defendant/Subject Entity.

2. All documents, communications, or records reflecting or relating to any payment made to or received from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, or any other records evidencing the reason for, purpose of, or basis for any such payment.

3. All documents reflecting or relating to the ownership, membership, management, or control of Renewable Investment Corporation, including but not limited to operating agreements, membership agreements, certificates of formation, corporate resolutions, and any records identifying the beneficial owners, members, managers, or officers of Renewable Investment Corporation.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: VIA Energy Solutions LLC c/o Corporation Service Company d/b/a CSC Lawyers Inc., Registered Agent
211 E. 7th Street, Suite 620, Austin, Texas 78701

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP, 300 West 6th Street,
Suite 2050, Austin, Texas 78701
OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to VIA Energy Solutions LLC its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as

each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- a) the date thereof;
- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, contracts, agreements, proposals, or other records relating to any contract or agreement, informal or formal, between any Defendant/Subject Entity and CELEC, including but not limited to any contract or agreement involving the supply, sale, lease, installation, maintenance, or servicing

of generators or any other goods or services provided by or through any Defendant/Subject Entity.

2. All documents, communications, or records reflecting or relating to any payment made to or received from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, or any other records evidencing the reason for, purpose of, or basis for any such payment.

3. All documents reflecting or relating to the ownership, membership, management, or control of VIA Energy Solutions LLC, including but not limited to operating agreements, membership agreements, certificates of formation, corporate resolutions, and any records identifying the beneficial owners, members, managers, or officers of VIA Energy Solutions LLC.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

Kronis Saashr, Inc. c/o United Agent Group Inc., Registered Agent
1521 Concord Pike, Suite 201, Wilmington, Delaware 19803

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP, 222 Delaware Ave. 1600,
Wilmington, Delaware 19801
OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to KRONOS SAASHR, INC. its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as

each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- a) the date thereof;
- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, contracts, agreements, proposals, or other records relating to any contract or agreement, informal or formal, between any Defendant/Subject Entity and CELEC, including but not limited to any contract or agreement involving the supply, sale, lease, installation, maintenance, or servicing

of generators or any other goods or services provided by or through any Defendant/Subject Entity.

2. All documents, communications, or records reflecting or relating to any payment made to or received from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, or any other records evidencing the reason for, purpose of, or basis for any such payment.

3. All documents reflecting or relating to the ownership, membership, management, or control of KRONOS SAASHR, INC., including but not limited to operating agreements, membership agreements, certificates of formation, corporate resolutions, and any records identifying the beneficial owners, members, managers, or officers of KRONOS SAASHR, INC.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Acrecent Financial Corporation
Metro Office Park, 17 Street 2, Valencia Building (Lot 1), Suite 640, Puerto Rico 00968

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Regus, Metro Office Park 2, Street 1
Guaynabo, PR 0068
OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to Acrecent Financial Corporation its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as

each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- a) the date thereof;
- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, contracts, agreements, proposals, or other records relating to any contract or agreement, informal or formal, between any Defendant/Subject Entity and CELEC, including but not limited to any contract or agreement involving the supply, sale, lease, installation, maintenance, or servicing

of generators or any other goods or services provided by or through any Defendant/Subject Entity.

2. All documents, communications, or records reflecting or relating to any payment made to or received from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, or any other records evidencing the reason for, purpose of, or basis for any such payment.

3. All documents reflecting or relating to the ownership, membership, management, or control of Acrecent Financial Corporation, including but not limited to operating agreements, membership agreements, certificates of formation, corporate resolutions, and any records identifying the beneficial owners, members, managers, or officers of Acrecent Financial Corporation.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Garrett K. Williamson
3339 Oak Grove Cove, Lakeland, Florida 33812-4227

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP, 101 E. Kennedy Blvd.,
Ste. 1900, Tampa, Florida 33602
OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to You, Garrett K. Williamson, and unless privileged, his attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- (a) the date thereof;
- (b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- (c) the employer and job title of each person listed in (b);
- (d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- (e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, contracts, agreements, proposals, or other records relating to any contract or agreement, informal or formal, between any Defendant/Subject Entity and CELEC, including but not limited to any contract or agreement involving the supply, sale, lease, installation, maintenance, or servicing of generators or any other goods or services provided by or through any Defendant/Subject Entity.

2. All documents, communications, or records reflecting or relating to any payment made by You to or received by You from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, and any other records evidencing the reason for, purpose of, or basis for any such payment.

3. All documents reflecting or relating to any employment or consulting relationship that you have ever held with Progen, including documents sufficient to show the date(s) of your employment, job description, work schedule, compensation, qualifications or licensures required for your position (including, without limitation, any offer letters, employment or consulting agreements, timesheets, work logs, calendars, personnel files).

4. All documents and communications that You contend support or evidence that any payment You received from Progen or any Defendant/Subject Party was legitimate compensation for work, services, reimbursement, loan repayment, or other valid consideration.

5. All documents and communications from **December 16, 2025 through the date of production** between You and any Defendant/Subject Party relating to:

- a. this lawsuit, document preservation, or document destruction;
- b. any payment made to You since January 1, 2024;

- c. the source, purpose, characterization, return, transfer, concealment, disposition, or use of any payment made to You by or on behalf of any Defendant/Subject Party;
- d. any request, instruction, suggestion, or discussion concerning what You should say, not say, produce, not produce, preserve, delete, transfer, or conceal in connection with this lawsuit;
- e. any request, instruction, suggestion, or discussion concerning bank accounts, real property, cash, loans, gifts, reimbursements, or transfers of money; and
- f. any communication with John B. Manning, W. Wade Manning, Andrew S. Williamson, Progen, Genertek, or any person acting on their behalf concerning Plaintiff, CELEC, ASTROBRYXA, S.A., ASTROBRYXA, LLC, or the transactions at issue in this lawsuit.

6. Documents sufficient to show the source of funds used by You, on Your behalf, or for Your benefit to purchase the property located at 3339 Oak Grove Cv, Lakeland, Florida 33812-4227.

7. Documents sufficient to show how You reported, characterized, or treated any payment received from any Defendant/Subject Party for tax, accounting, or financial purposes.

8. All documents sufficient to show any ownership interest, membership interest, equity interest, profit interest, option, beneficial interest, officer position, director position, employment position, consulting role, agency relationship, or other formal or informal role You have or had in any Defendant/Subject Party.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Shane Lawlor
88 Woodside Drive, Lakeland, Florida 33813

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP
One Vanderbilt Avenue, New York, New York 10017
OR via email (kellerc@gtlaw.com)

Date and Time:
07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* _____
Plaintiff, CELEC EP _____, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to Shane Lawlor and unless privileged, his attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- (a) the date thereof;
- (b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- (c) the employer and job title of each person listed in (b);
- (d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- (e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, contracts, agreements, proposals, or other records relating to any contract or agreement, informal or formal, between any Defendant/Subject Entity and CELEC, including but not limited to any contract or agreement involving the supply, sale, lease, installation, maintenance, or servicing of generators or any other goods or services provided by or through any Defendant/Subject Entity.

2. All documents, communications, or records reflecting or relating to any payment made by You to or received by You from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, and any other records evidencing the reason for, purpose of, or basis for any such payment.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Standard Chartered (New York)
3 Bryant Park, New York, New York 10036

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP One Vanderbilt Avenue, New York, New York 10017 OR via email (kellerc@gtlaw.com)	Date and Time: 07/06/2026 10:00 am
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☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* _____
Plaintiff, CELEC EP _____, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to Standard Chartered Bank, its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

a) the date thereof;

- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

5. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

- 1. Documents sufficient to show any relationship or service agreement between You and any Defendant and/or Subject Individuals and Entities.
- 2. All account statements, financial statements, financial records, cardholder agreements, account opening documents, and account closing documents for any account or card held in the name of any Defendant and/or Subject Individuals and Entities.
- 3. All transaction records, charges, credits, payments, balance transfers, cash advances, and any other activity involving any Defendant and/or Subject

Individuals and Entities, including but not limited to transactions made on or associated with any account or card held in the name of any Defendant and/or any Subject Individuals and Entities.

4. All records reflecting the primary cardholders, authorized users, or persons with access to or control over any account or card held in the name of any Defendant and/or Subject Individuals and Entities.

5. All credit applications, credit limit agreements, rewards program agreements, or other financial instruments entered into by any Defendant and/or Subject Individuals and Entities with Standard Chartered Bank.

6. All non-privileged and non-SAR related records of flagged transactions or compliance reviews involving any Defendant and/or Subject Individuals and Entities.

7. All records reflecting or relating to any freeze, hold, suspension, or restriction placed on any account or card associated with any Defendant and/or Subject Individuals and Entities.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Edward D. Jones and Company, L.P., c/o CT Corporation System, Registered Agent
5661 Telegraph Road, Ste. 4B, Saint Louis, Missouri 63129-4275

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Veritext St. Louis, 10 S Broadway
Suite 1400, Saint Louis, MO 63102
OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to EDWARD D JONES AND COMPANY, L.P., its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

a) the date thereof;

- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

5. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

- 1. Documents sufficient to show any relationship or service agreement between You and any Defendant and/or Subject Individuals and Entities.
- 2. All account statements, financial statements, financial records, cardholder agreements, account opening documents, and account closing documents for any account or card held in the name of any Defendant and/or Subject Individuals and Entities.
- 3. All transaction records, charges, credits, payments, balance transfers, cash advances, and any other activity involving any Defendant and/or Subject

Individuals and Entities, including but not limited to transactions made on or associated with any account or card held in the name of any Defendant and/or any Subject Individuals and Entities.

4. All records reflecting the primary cardholders, authorized users, or persons with access to or control over any account or card held in the name of any Defendant and/or Subject Individuals and Entities.

5. All credit applications, credit limit agreements, rewards program agreements, or other financial instruments entered into by any Defendant and/or Subject Individuals and Entities with EDWARD D JONES AND COMPANY, L.P.

6. All non-privileged and non-SAR related records of flagged transactions or compliance reviews involving any Defendant and/or Subject Individuals and Entities.

7. All records reflecting or relating to any freeze, hold, suspension, or restriction placed on any account or card associated with any Defendant and/or Subject Individuals and Entities.

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



CELEC EP

Plaintiff

v.

PROGEN INDUSTRIES, Et Al.

Defendant

Civil Action No. 8:25-cv-03433

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Wonderland Escrow Inc. Trust Account c/o Matthew S. Davis, Registered Agent
880 Apollo Street, Ste. 332, El Segundo, California 90245

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Schedule "A".

Place: Greenberg Traurig LLP, 1840 Century Park E,
Ste. 1900, Los Angeles, CA 90067
OR via email (kellerc@gtlaw.com)

Date and Time:

07/06/2026 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Courtney M. Keller

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)*

Plaintiff, CELEC EP, who issues or requests this subpoena, are:
Courtney M. Keller, Esq.; 450 S. Orange Ave., Ste. 650, Orlando, Florida 32801; (407) 254-2610; kellerc@gtlaw.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:25-cv-03433

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. This Subpoena seeks all information that is known or available to Wonderland Escrow, Inc., its agents, accountants, employees, officers, representatives, or investigators and unless privileged, its attorneys or its attorneys' agents, servants, employees, representatives or investigators.

2. "Defendants" or "Defendant" refers to PROGEN INDUSTRIES, LLC; GENERTEK POWER CORP.; GENERTEK POWER INDUSTRIES, LLC; JOHN B. MANNING; W. WADE MANNING; ANDREW S. WILLIAMSON; ASTROBRYXA, S.A.; AP INSPECTIONS LATINOAMERICA, S.A.; A.P. INSPECTIONS LLC; H&S INDUSTRY, LLC; TWO LIONS HOLDINGS, LLC; AOT HOLDING AG; and/or GESTORES INMOBILIARIOS LIGHTBLUE, S.A..

3. "Subject Individuals and Entities" refers to JOSE WALTHER MANRIQUE SUAREZ and KARLA SAUD CALERO, who are principals of Defendant ASTROBRYXA S.A.

4. "CELEC" refers to the Strategic Public Company Electric Corporation of Ecuador.

5. If you object to any request or part thereof on the basis of a claim of attorney-client or work product privilege, identify the privilege claimed as well as

each statement or communication for which such privilege is claimed, and provide a privilege log which identifies the following with respect to anything withheld:

- a) the date thereof;
- b) identify all persons present, if an oral communication, or the author(s) and all persons who received a copy of such communication (whether a direct recipient, carbon copy recipient, or blind carbon copy recipient), if written or digital;
- c) the employer and job title of each person listed in (b);
- d) identify the subject or description of the communication in a manner sufficient for Plaintiff's counsel to assess the applicability of any privilege; and
- e) the legal and factual basis for the assertion of privilege.

6. Unless otherwise indicated, the timeframe for the documents requested in this Subpoena is from January 1, 2024 through present.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents, communications, or records reflecting or relating to any payment made to or received from any Defendant/Subject Entity, including but not limited to invoices, receipts, wire transfer records, checks, ACH transfers, account statements, or any other records evidencing the reason for, purpose of, or basis for any such payment.

Exhibit F

U.S. District Court
Middle District of Florida (Tampa)
CIVIL DOCKET FOR CASE #: 8:26-cv-01354-CEH-AEP

Reed v. Progen Industries LLC et al
Assigned to: Senior Judge Charlene Edwards Honeywell
Referred to: Magistrate Judge Anthony E. Porcelli
Demand: \$45,000
Cause: 15:0002(a) Fair Labor Standards Act

Date Filed: 05/07/2026
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Federal Question

Plaintiff

Josef Reed

represented by **Charlotte Fernee Kelly**
Fernee Kelly Law
14502 North Dale Mabry Highway
Suite 200
Tampa, FL 33618
813-315-3981
Email: charlotte@ferneekellylaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Progen Industries LLC
a Florida limited liability company

represented by **Anne Kelley Colbert**
Holland and Knight, LLP
100 N. Tampa St., #4100
Tampa, FL 33602
813-227-6314
Fax: 813--227-6314
Email: anne.colbert@hklaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Adolfo Enrique Jimenez
Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, FL 33131
305-374-8500
Fax: 305-789-7799
Email: adolfo.jimenez@hklaw.com
ATTORNEY TO BE NOTICED

Jason H. Baruch
Holland & Knight
100 N. Tampa Street
Suite 4100
Tampa, FL 33602
813-227-6607
Fax: 813-229-0134

Defendant

W. Wade Manning

an individual

TERMINATED: 06/09/2026

Defendant

Donna H. Sholar

an individual

represented by **Anne Kelley Colbert**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Adolfo Enrique Jimenez
(See above for address)
ATTORNEY TO BE NOTICED

Jason H. Baruch
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Garrett K. Williamson

an individual

represented by **Anne Kelley Colbert**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Adolfo Enrique Jimenez
(See above for address)
ATTORNEY TO BE NOTICED

Jason H. Baruch
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

John B. Manning

an individual

represented by **Anne Kelley Colbert**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Adolfo Enrique Jimenez
(See above for address)
ATTORNEY TO BE NOTICED

Jason H. Baruch
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Andrew S. Williamson

an individual

represented by **Anne Kelley Colbert**
(See above for address)

LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Adolfo Enrique Jimenez
(See above for address)
ATTORNEY TO BE NOTICED

Jason H. Baruch
(See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/07/2026	<u>1</u>	COMPLAINT <i>with Exhibit A</i> against All Defendants with Jury Demand (Filing fee \$405 receipt number AFLMDC-24912710) filed by Josef Reed. (Attachments: # <u>1</u> Exhibit A to Complaint, # <u>2</u> Civil Cover Sheet signed, # <u>3</u> Proposed Summons Progen Industries LLC, # <u>4</u> Proposed Summons W Wade Manning, # <u>5</u> Proposed Summons John B. Manning, # <u>6</u> Proposed Summons Garrett K. Williamson, # <u>7</u> Proposed Summons Donna H. Sholar, # <u>8</u> Proposed Summons Andrew S. Williamson)(Kelly, Charlotte) Modified on 5/11/2026 to remove duplicative text. (AET) (Entered: 05/07/2026)
05/07/2026	<u>2</u>	NOTICE of Lead Counsel Designation by Charlotte Fernee Kelly on behalf of Josef Reed. Lead Counsel: Charlotte Fernee Kelly. (Kelly, Charlotte) (Entered: 05/07/2026)
05/07/2026	3	NEW CASE ASSIGNED to Senior Judge Charlene Edwards Honeywell and Magistrate Judge Anthony E. Porcelli. New case number: 8:26-cv-01354-CEH-AEP. (AM) (Entered: 05/07/2026)
05/07/2026	<u>4</u>	SUMMONS issued as to John B. Manning, W. Wade Manning, Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson. (AM) (Entered: 05/07/2026)
05/22/2026	<u>5</u>	RETURN of service executed on 05/22/2026 by Josef Reed as to John B. Manning. (Kelly, Charlotte) (Entered: 05/22/2026)
05/22/2026	<u>6</u>	RETURN of service executed on 05/20/2026 by Josef Reed as to Andrew S. Williamson. (Kelly, Charlotte) (Entered: 05/22/2026)
05/22/2026	<u>7</u>	RETURN of service executed on 05/14/2026 by Josef Reed as to W. Wade Manning. (Kelly, Charlotte) (Entered: 05/22/2026)
05/22/2026	<u>8</u>	RETURN of service executed on 05/14/2026 by Josef Reed as to Donna H. Sholar. (Kelly, Charlotte) (Entered: 05/22/2026)
05/22/2026	<u>9</u>	RETURN of service executed on 05/14/2026 by Josef Reed as to Progen Industries LLC. (Kelly, Charlotte) (Entered: 05/22/2026)
05/22/2026	<u>10</u>	RETURN of service executed on 05/14/2026 by Josef Reed as to Garrett K. Williamson. (Kelly, Charlotte) (Entered: 05/22/2026)
06/09/2026	<u>11</u>	NOTICE of voluntary dismissal by Josef Reed (Kelly, Charlotte) (Entered: 06/09/2026)
06/09/2026	<u>12</u>	ORDERED: The claims against Defendant W. Wade Manning, only, are dismissed, without prejudice. The Clerk is directed to terminate Defendant W. Wade Manning as a party to this case. Signed by Senior Judge Charlene Edwards Honeywell on 6/9/2026. (JDE) (Entered: 06/09/2026)

06/09/2026	13	NOTICE of Local Rule 1.07(c), Local Rule 3.02(a)(2), and Local Rule 3.03. -Local Rule 1.07(c) requires lead counsel to file <i>promptly</i> a Notice of a Related Action identifying and describing any related action either pending or closed in the Middle District or elsewhere. -Local Rule 3.02(a)(2) requires the parties in every civil proceeding, except those described in subsection (d), to file a case management report (CMR) using the uniform form at www.flmd.uscourts.gov. The CMR must be filed (1) within forty days after any defendant appears in an action originating in this court, (2) within forty days after the docketing of an action removed or transferred to this court, or (3) within seventy days after service on the United States attorney in an action against the United States, its agencies or employees. Judges may have a special CMR form for certain types of cases. These forms can be found at www.flmd.uscourts.gov under the Forms tab for each judge. -Local Rule 3.03 requires each party to file a disclosure statement. Counsel must make their disclosures using the standard court form. The Disclosure Statement form can be found at www.flmd.uscourts.gov. (Signed by Deputy Clerk). (CAB) (Entered: 06/09/2026)
06/09/2026	14	NOTICE informing the parties that they may consent to the jurisdiction of a United States magistrate judge by filing Form AO 85 Notice, Consent, and Reference of a Civil Action to a Magistrate Judge using the event Consent to Jurisdiction of US Magistrate Judge . (Signed by Deputy Clerk). (CAB) (Entered: 06/09/2026)
06/11/2026	15	MOTION for Clerk's Entry of Default against Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson by Josef Reed. (Kelly, Charlotte) Motions referred to Magistrate Judge Anthony E. Porcelli. (Entered: 06/11/2026)
06/15/2026	16	MOTION for Clerk's Entry of Default against John B. Manning by Josef Reed. (Kelly, Charlotte) Motions referred to Magistrate Judge Anthony E. Porcelli. (Entered: 06/15/2026)
06/15/2026	17	ENDORSED ORDER granting 15 Motion for Clerk's Entry of Default against Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson. Signed by Magistrate Judge Anthony E. Porcelli on 6/15/2026. (LV) (Entered: 06/15/2026)
06/15/2026	18	**SET ASIDE PER ORDER 31**Clerk's ENTRY OF DEFAULT as to Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson. (LV) Modified on 7/17/2026 (CTR). (Entered: 06/15/2026)
06/18/2026	19	ENDORSED ORDER granting 16 Motion for Clerk's Entry of Default against John B. Manning. Signed by Magistrate Judge Anthony E. Porcelli on 6/18/2026. (LV) (Entered: 06/18/2026)
06/18/2026	20	**SET ASIDE PER ORDER 31**Clerk's ENTRY OF DEFAULT as to John B. Manning. (LV) Modified on 7/17/2026 (CTR). (Entered: 06/18/2026)
07/15/2026	21	NOTICE of Appearance by Anne Kelley Colbert on behalf of John B. Manning, Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	22	NOTICE of Lead Counsel Designation by Anne Kelley Colbert on behalf of John B. Manning, Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson. Lead Counsel: Anne Colbert. (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	23	Unopposed MOTION to Set Aside and Vacate 20 Clerk's Entry of Default, 18 Clerk's Entry of Default by John B. Manning, Progen Industries LLC, Donna H. Sholar, Andrew S.

4813

		Williamson, Garrett K. Williamson. (Attachments: # 1 Exhibit Declaration)(Colbert, Anne) Modified on 7/15/2026 to edit docket text. (WLB). (Entered: 07/15/2026)
07/15/2026	24	NOTICE of a related action per Local Rule 1.07(c) by John B. Manning, Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson. Related case(s): No (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	25	DISCLOSURE STATEMENT under Rule 7.1, Federal Rules of Civil Procedure, and Local Rule 3.03 by Progen Industries LLC. (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	26	DISCLOSURE STATEMENT under Rule 7.1, Federal Rules of Civil Procedure, and Local Rule 3.03 by Donna H. Sholar. (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	27	DISCLOSURE STATEMENT under Rule 7.1, Federal Rules of Civil Procedure, and Local Rule 3.03 by John B. Manning. (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	28	DISCLOSURE STATEMENT under Rule 7.1, Federal Rules of Civil Procedure, and Local Rule 3.03 by Garrett K. Williamson. (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	29	DISCLOSURE STATEMENT under Rule 7.1, Federal Rules of Civil Procedure, and Local Rule 3.03 by Andrew S. Williamson. (Colbert, Anne) (Entered: 07/15/2026)
07/15/2026	30	NOTICE of Appearance by Jason H. Baruch on behalf of John B. Manning, Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, Garrett K. Williamson (Baruch, Jason) (Entered: 07/15/2026)
07/17/2026	31	ORDER granting 23 Motion to Vacate ; granting 23 Motion to Set Aside Clerk Default. Defendants' Motion to Set Aside Entry of Default and Motion to Extend Deadline to Respond to the Complaint (Doc. 23) is GRANTED. The Clerk is directed to set aside the entries of default as to Defendants John B. Manning, Progen Industries LLC, Donna H. Sholar, Andrew S. Williamson, and Garrett K. Williamson (Docs. 18, 20). Defendants shall have twenty (20) days from the date of this Order to respond to the Complaint. Signed by Magistrate Judge Anthony E. Porcelli on 7/17/2026. (SEC) (Entered: 07/17/2026)

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