

Draft discovery materials for civil and criminal cases.

Useful for promoting understanding that the factual record of events since January 2020 supports the legal conclusion that products labeled 'vaccines' are presumptive injectable biochemical weapons.

Discovery is the legal process through which two or more parties to litigation exchange information after a civil complaint or criminal charges have been filed, but before trial.

It's a formalized way for the parties to obtain or disclose documents and other evidence supporting each party's legal arguments about how the law applies to the specific facts of the case.

Discovery in civil cases is governed by [Federal Rule of Civil Procedure 26](#).

Discovery in criminal cases is governed by [Federal Rule of Criminal Procedure 16](#).

The obligation on government prosecutors to disclose evidence to criminal defendants is more limited than the obligation of two or more parties to a civil case to disclose information to each other.

Some of the basic methods of discovery:

- Requests for Production of Documents - Asking an opposing party to provide written records, or to allow inspection of documents.
 - Interrogatories - Asking an opposing party to answer written, open-ended questions.
 - Requests for Admission - Asking an opposing party to admit or deny the truth of a statement. A refusal to admit or deny the truth of the statement is deemed an admission.
 - Depositions - Oral or written interviews of witnesses, under oath and transcribed for use during trial.
 - Subpoena duces tecum - An order from a judge, to a witness, to appear to testify under oath and bring relevant documents.
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These draft discovery materials that are built on the foundational whistleblowing and investigative work done by [Brook Jackson](#), Sasha Latypova, Mike Yeadon, me and others.

These discovery materials can be adapted for use by injured plaintiffs pursuing civil cases and by defendants facing US Government prosecution for their acts of resistance to criminals occupying high-level US Government positions.

These materials can also be used to deepen public understanding and resistance to the globalists' control-and-kill programs.

Requests for Production of Documents

1. All signed, dated, unredacted contracts and related financial records pertaining to Department of Defense Other Transaction Authority project OTA W15QKN-16-9-1002, including but not limited to

unredacted lists of ingredient names, biological and chemical composition, concentration, volume and purity.

2. Signed, dated, unredacted July 20, 2020 Medical CBRN Defense Consortium (MCDC) [Base Agreement No. 2020-532](#), signed between Advanced Technology International (ATI) and Pfizer, Inc.
3. Signed, dated, unredacted July 21, 2020 [Technical Direction Letter](#) for Medical CBRN Defense Consortium (MCDC) Request for Prototype Proposals (RPP) 20-11, Objective PRE-20-11 for "COVID-19 Pandemic - Large Scale Vaccine Manufacturing Demonstration," signed between US Army Contracting Command-New Jersey, Advanced Technology International (ATI) and Pfizer, Inc.
4. Signed, dated, unredacted ATI-DOD-Pfizer Project Agreement 2011-003 under OTA W15QKN-16-9-1002, defined at p. 9 of July 20, 2020 Base Agreement, under which Pfizer is the Project Agreement Holder ("PAH").
5. Signed, dated, unredacted [FDA Emergency Use Authorization \(EUA\) review memorandum issued Dec. 11, 2020](#) for Pfizer-labeled injectable biochemical weapons, including but not limited to "Chemistry, Manufacturing and Control (CMC) Information" ingredient names, biological and chemical composition, concentrations, volume and purity.
6. Signed, dated, unredacted [FDA Emergency Use Authorization \(EUA\) review memorandum issued Dec. 18, 2020](#) for Moderna-labeled injectable biochemical weapons, including but not limited to ingredient names, biological and chemical composition, concentrations, volume and purity.
7. Signed, dated, unredacted Dec. 22, 2020 [Contract No. W15QKN-21-C-0012](#), signed between Army Contracting Command - NJ, Picatinny Arsenal, and Pfizer Inc., including but not limited to unredacted ingredient names, biological and chemical composition, concentrations, volume and purity.
8. Signed, dated, unredacted July 30, 2021 [Contract No. W58P0521C0002](#), signed between Army Contracting Command - APG, Aberdeen Proving Ground, Maryland, and Pfizer Inc., including but not limited to unredacted ingredient names, biological and chemical composition, concentrations, volume and purity.
9. Signed, dated unredacted federal employment contracts between Department of Defense, CDC, ATI and site-level "vaccinators," conscripting "vaccinators" into US military subject to DOD chain-of-command to carry out military orders to use injectable biochemical weapons during federal government response to Covid-19.
10. Signed, dated, unredacted contracts between Department of Defense, CDC, ATI and site-level "vaccinators," ("[CDC COVID-19 Vaccination Program Provider Agreement](#)") containing terms and conditions for receipt, storage and use of injectable biochemical weapons delivered by Department of Defense and/or CDC to "vaccination" premises, including unredacted ingredient names, concentrations, volumes and purity.
11. Signed, dated, unredacted product information sheets enclosed with packages (boxed vials) of Covid-19 injectable biochemical weapons.
12. Signed, dated, unredacted FDA-approved, manufacturer-produced "Fact Sheet for Recipients and Caregivers" of Covid-19 injectable biochemical weapons.
13. Signed, dated, unredacted chain-of-custody documents for the Covid-19 prototype countermeasure injectable biochemical weapons, including but not limited to date, location, shipping carrier and contents of raw material shipments delivered to each manufacturing facility; date, location and contents of transferred, unfinished products; date, location and contents of finished products to Department of Defense storage facilities; and date, location and contents of products as delivered to "vaccination centers."
14. Signed, dated, unredacted Chemical Manufacturing Control (CMC) and current Good Manufacturing Practice (cGMP) purity and potency test records for each of the raw materials incorporated into vials of Covid-19 biochemical weapons distributed and used, including records produced by manufacturers and/or FDA regulators.

15. Signed, dated, unredacted purity and potency test records for each of the intermediate products incorporated into vials of Covid-19 biochemical weapons distributed and used, including records produced by manufacturers and/or FDA regulators.
16. Signed, dated, unredacted purity and potency test records for each of the final products vials of Covid-19 biochemical weapons including records produced by manufacturers and/or FDA regulators.
17. Signed, dated, unredacted records containing any and all legal definitions of 'vaccine' as revised and operative between January 2020 and the present, drafted, published and/or cited by CDC and/or Department of Defense and/or any other relevant federal agency.
18. Signed, dated, unredacted copies of reports to Congress, prepared and submitted by DOD and/or HHS officials, under [50 USC 1512](#), [50 USC 1513](#), [50 USC 1518](#), [50 USC 1523](#), and [50 USC 1528](#), and/or any other applicable Congressional notice and/or reporting law, quantifying the mortality and morbidity data collected from any and all government databases (VAERS, V-Safe, VA, DMED, Medicare, Medicaid, etc), contract manufacturer and subcontractor databases (ATI, Pfizer, Moderna, Ventavia, ICON, etc.), and private health insurance databases (Kaiser, Blue Cross, etc.), assessing the efficacy of the mRNA/LNP and DNA/LNP classes of Covid-19 injectable biochemical weapons for incapacitating, sterilizing and killing adults, children and infants, from January 2020 to the present.
19. Signed, dated, unredacted Presidential Emergency Action Documents (PEADs) deemed by the Defense Secretary to be in force at any time from Jan. 1, 2020 to the present.
20. Signed, dated, unredacted Continuity of Government (COG) documents deemed by the Defense Secretary to be in force at any time from Jan. 1, 2020 to the present.
21. Signed, dated, unredacted documents recording the dates on which President Trump and/or President Biden invoked or extended suspension, under [50 USC 1515](#), of all prohibitions on DOD testing, production, transport, stockpiling and use of chemical and biological weapons and delivery systems, and/or suspended all Congressional, international, state, local and other notice and reporting provisions under [50 USC 1512](#), [50 USC 1512a](#), [50 USC 1513](#), [50 USC 1518](#); [50 USC 1520a](#), [50 USC 1523](#), and [50 USC 1528](#).
22. Signed, dated documents recording dates on which President Trump and/or President Biden waived, and/or extended waiver of, informed consent for military personnel under [10 USC 1107a\(a\)](#).

Requests for Admission

Pertaining to US military procurement contracts, public executive orders, proclamations, declarations, determinations and/or notices promulgated under the Public Health Service Act [42 USC 247d], Stafford Act [42 USC 5121], National Emergencies Act [50 USC 1601], Defense Production Act [50 USC 4501] and/or other federal statutes; and/or confidential Presidential Emergency Action Documents (PEADs); and/or confidential Continuity of Government documents.

Admit or deny:

1. Medical CBRN Defense Consortium (MCDC) "Project Agreement" 2011-003 for OTA W15QKN-16-9-1002 and related contract documents established terms and conditions for the development and production of biological and/or chemical weapons by contractors, for delivery to the US military.
2. Under Medical CBRN Defense Consortium (MCDC) contract terms and conditions and federal Public Health Emergency (PHE) status, "Covid-19 vaccines" are military countermeasure prototypes.
3. Under Medical CBRN Defense Consortium (MCDC) contract terms and conditions and federal Public Health Emergency (PHE) status, "Covid-19 vaccines" are injectable biochemical weapons.

4. Under Medical CBRN Defense Consortium (MCDC) contract terms and conditions and federal Public Health Emergency (PHE) status, subcontractor corporations have no legal obligation to conduct clinical investigations in compliance with FDA regulations.
5. Under the 1950 Defense Production Act, as invoked by President Trump through Executive Orders 13909, 13910, 13911 and related acts, military contractors producing and distributing weapons under “voluntary agreements” are exempt from contract law and anti-trust law, and can cite the DPA in their own defense during any civil or criminal proceeding [[50 USC 4558](#)].
6. The US Constitution was unilaterally superseded and suspended by Executive branch national security and continuity of government (COG) orders, on or about Jan. 27, 2020, triggered by the WHO Public Health Emergency of International Concern (PHEIC) declaration of Jan. 30, 2020 and effectuated by HHS Secretary Alex Azar's Jan. 31, 2020 declaration that a Public Health Emergency exists [[42 USC 247d](#)].
7. All Constitutional, civil and human rights previously protected by the US Constitution, were unilaterally superseded and suspended by Executive branch national security and continuity of government orders, on or about Jan. 27, 2020, triggered by the WHO Public Health Emergency of International Concern (PHEIC) declaration of Jan. 30, 2020 and effectuated by HHS Secretary Alex Azar's Jan. 31, 2020 declaration that a Public Health Emergency exists [[42 USC 247d](#)].
8. Enforceability of federal laws prohibiting use of biological and chemical weapons and weapons of mass destruction (WMDs), including [18 USC 175](#) (Biological Weapons) and [18 USC 229](#) (Chemical Weapons) was suspended, effective on or about Jan. 27, 2020, in response to the public health emergency (PHE) declared to "exist" as of that date.
9. FDA has no statutorily-authorized role in developing, assessing, monitoring and controlling commercial production and Department of Defense use of weapons prohibited under 18 USC 175 (Biological Weapons) and 18 USC 229 (Chemical Weapons).
10. The US Constitution remains suspended to this date, and has been in a continuous suspension since Jan. 27, 2020, in response to the public health emergency (PHE) declared to "exist" as of that date.
11. Since January 2020, the US Government, through the Department of Defense and the HHS-declared Public Health Emergency suspension of relevant Constitutional and statutory provisions, has been developing, producing, distributing and using chemical and biological weapons prohibited under 18 USC 175 (Biological Weapons) and 18 USC 229 (Chemical Weapons) with legal impunity.
12. Federal government officials have failed to formally notify the American people that the US Constitution has been suspended.
13. US federal and state courts currently have no subject matter jurisdiction for Constitutional claims.
14. Federal government officials have formally notified federal and state judges that they have no subject matter jurisdiction for Constitutional claims brought by US citizens.
15. Federal government officials have failed to formally notify the American people that federal and state judges have no subject matter jurisdiction for Constitutional claims.
16. US citizens currently have no legally-cognizable Constitutional rights.
17. Federal prosecutors currently have no legal authority to prosecute criminal violations of 18 USC 175 (Biological Weapons).
18. Federal prosecutors currently have no legal authority to prosecute criminal violations of 18 USC 229 (Chemical Weapons).
19. Federal government officials have failed to formally notify the American people that federal prosecutors have no legal authority to prosecute criminal violations of 18 USC 175 (Biological Weapons) and 18 USC 229 (Chemical Weapons).
20. Production and use of Covid-19 injectable biochemical weapons, by the US military, to incapacitate and kill military and civilian targets, has been covertly pseudo-legalized.

Interrogatories

1. Why did the [National Security Council \(NSC\)](#) assume control of [the U.S. federal government's Covid-19 policy](#) and the Federal Emergency Management Agency (FEMA) assume control of the government's response to Covid-19?
2. Why, in spite of this transfer of authority, did the federal government maintain the pretense that Covid-19 policy and the response to Covid-19 were being led by experts within the Department of Health and Human Services (HHS), including at the Centers for Disease Control and Prevention (CDC) and the National Institute for Allergy and Infectious Diseases (NIAID)?
3. Why did the U.S. Department of Defense (DoD) [contract for the development, manufacture, and distribution of so many Covid-19 "countermeasures,"](#) including injectable biochemical weapons, largely [utilizing](#) the DoD's [previously established network of military contractors and consortia](#) (Medical CBRN Defense Consortium/MCDC)?
4. Does the US Government interpret [21 USC 360bbb-3\(k\)](#) as authorizing distribution of biochemically-active products that meet none of the safety, efficacy or purity standards and regulations that apply to medical products?
5. If Emergency Use Authorization (EUA) products are not required to meet safety, efficacy or purity standards for medical products, what standards and regulations apply to countermeasure prototypes (i.e. injectable biochemical weapons) used in response to Covid-19?
6. Name the individuals, departments and agencies within the US Government who are responsible for regulatory oversight of the development, safety and efficacy testing, manufacturing quality, labeling, and distribution of military countermeasures and injectable biochemical weapons.
7. Why did the DoD and the Biomedical Advanced Research and Development Authority (BARDA) order injectable biochemical weapons using [Other Transaction Authority \(OTA\) contracts](#), which specify that these products are ["prototype demonstrations of large-scale manufacturing,"](#) when doing so permits noncompliance with drug safety, efficacy and purity regulations and standards?
8. Why do the publicly-available contract documents related to Covid-19 injectable biochemical weapons explicitly exclude safety and efficacy testing and current Good Manufacturing Practices (cGMP) compliance as ["out of scope,"](#) [see Section 1.2, p. 8] not ordered, required or paid for by the U.S. Government?
9. Did the HHS Secretary waive cGMP requirements for Covid-19 injectable biochemical weapons? If so, produce the signed and dated document by which this waiver was effectuated.
10. Observational evidence supports the conclusion that some recipients of Covid-19 injectable biochemical weapons have received "sham" injections containing only inert materials, while others have received injections containing highly-active, extremely-toxic materials, and still others have received moderately toxic injections, all distributed under the same label and brand of product. What, if any, measures are or have been in place to ensure the quality, potency, purity, consistency, and proper labeling of Covid-19 injectable biochemical weapons?
11. Under what laws do the DoD and Biomedical Advanced Research and Development Authority (BARDA) believe they have authority to direct, manage and oversee activities related to the development, manufacture, regulation and distribution of Covid-19 injectable biochemical weapons and other treatments, diagnostics and devices?
12. Name the individuals working at the DoD and BARDA who are responsible for oversight and enforcement functions related to the manufacture, regulation and distribution of Covid-19 countermeasures (including injectable biochemical weapons) that would normally be conducted by staff within the various agencies at HHS, including FDA and CDC?
13. Define the "stopping conditions" for Emergency Use Authorized products, including Covid-19 injectable biochemical weapons. What data would US Government agents running Covid-19 programs need to see in order to halt the production and use of injectable biochemical weapons? Why are US

Government agents not using the “stopping conditions” standards that have previously been applied to FDA-regulated drugs and devices?

14. Why do the FDA authorizations and approvals of Covid-19 related products under Emergency Use Authorization and Investigational New Drug regulatory frameworks violate drug safety laws governing clinical trials, product labeling, product serialization, importation, product distribution, product quality control testing, dispensing and other parts of the national drug supply oversight system?
15. Provide all data collected by US Government agents and agencies, related to injuries, morbidity and mortality associated with Covid-19 injectable biochemical weapons, from U.S. government databases or other data collection systems or programs relating to vaccine adverse events, including, for example, VAERS, V-Safe, VA, DMED, etc., as well as from any manufacturer, contractor or private health insurance data systems to which you have access, from the start of 2020 to the present.
16. The efforts by US Government officials working within DoD and HHS to hide the various acts outlined in the questions above or to reclassify them as somehow “legal” indicates foreknowledge and an understanding that these acts are not, in fact, authorize by law. Do public and private signatories to Covid-19 contractual agreements “owe allegiance to the United States?”