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**Recipient:**

**Mr. Eric Schmitt, Missouri Attorney General Office**  
207 West High Street  
Supreme Court Building  
JEFFERSON CITY, MO, US, 65102

**Shipper:**

**Paul V. Sheridan, DDM Consulting**  
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**Reference**

**Ltr to Michael van der Veen**



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1 December 2021

VIA FEDEX 7753 - 6123 - 2796

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

**Subject 1: The Criminality of ‘Liability Immunity’ Status of Pfizer Incorporated, et al.**

**Subject 2: The Criminality of the FDA Emergency Use Authorization (EUA)**

**Subject 3: The Criminality of COVID-19 “vaccine” Mandates**

**Subject 4: The Globally Based Criminality of Mr. Albert Bourla, CEO of Pfizer, Inc.**

**Ref 1: STATE OF MISSOURI, et al., vs JOSEPH R. BIDEN, JR. (Case 4:21-cv-01329-MTS)**

**Ref 2: The Crimes Committed Against the Nache Family**

Dear Attorney General Schmitt:

We cannot thank you (and the other nine attorneys general) enough for the following headline:



The image shows a screenshot of a news article headline. At the top left, there are two small rectangular buttons: one labeled "Local News" and one labeled "Missouri news". The main headline is written in a large, bold, blue font and reads: "Court Halts Biden Administration's Healthcare Worker Vaccine Mandate Following Lawsuit from Missouri Attorney General". Below the headline, in a smaller, grey font, it says "By Nate Hudson - November 29, 2021".

However . . . without corrective action, this gala falls flat for a family in Minnesota: Mrs. Jummai Nache, Mr. Philip Nache and their four daughters . . . In fact, this headline only exacerbates the horrors the Nache's are enduring, every day, since being forced to comply with a needle patented and manufactured by Mr. Albert Bourla . . .

The enclosed (red) binder is a duplicate of that forwarded to Attorney Michael van der Veen, counsel for former President Donald Trump.

Those materials propose that the EUA and the legal smokescreen called '**liability immunity**' are **both far beyond farcical, all the way to criminal conspiracy.** Page 3 of 21 (screenshot):

**The COVID-19 Civil Liability Litigation Exemplar** I am not aware of any more comprehensive than the horrors that were inflicted upon, and are now being endured by the plaintiffs: Mrs. Jummai Nache, her husband Philip, and their four daughters:



Philip and Jummai Nache are from the African country of Nigeria. They moved to the United States and now they tell other Africans who moved here about Jesus.

**GOSPEL PROJECT** | The Early Church  
Zib Crater Guide • Unit 29, Session 2  
© 2020 LifeWay OK to Print

**Nache Photos**  
Instructions: Print and use as directed to the leader public.

To comprehend/understand the criminality that led to the horrors endured by the Nache family, as you read this in your good health, please read Pages 6/7 of 21 of the letter to Mr. van der Veen.

Also in the (red) binder . . . Consistent with your good service to the people of Missouri, I had alerted Northern New York District Court Judge David Hurd about the criminality of the “vaccine” mandates . . . **as also inflicted upon the health care worker Mrs. Jummai Nache.** The Judge Hurd ruling of 12 October 2021 is under the green tab.

**Core COVID-19 Civil Issue – “Willful Misconduct” Well-Established**

I have not heard from Mr. van der Veen. On Page 1 of my 20 November 2021 letter to him, I offered the following (screenshot):

**Civil Liability Case Definition**

The webpage of the US Department of Health and Human Services, covering the Public Readiness and Emergency Preparedness Act (PREP) states:

**Liability Immunity and Compensation**

In general, the liability immunity applies to entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of medical countermeasures described in a Declaration. The only statutory exception to this immunity is for actions or failures to act that constitute willful misconduct.

**Relative to COVID-19, the defendants have and continue to act with willful misconduct. Evidence of such, already in the public domain, is not preliminary; it is overwhelming. Their misconduct ranges from subversion of informed consent, to coercion, to deception regarding prior known defects in what defendants promote as a “vaccine.” Existing evidence and then discovery will go far beyond mere misconduct . . . all the way to blatant criminality.**

As I state, far beyond mere “willful misconduct,” **the evidence of criminality, that is already in the public domain, is also overwhelming.** Day-by-day that assessment continues to gain credibility, to the point of being compelling for you and the attorneys general of Reference 1.

Although there has been much political focus on the criminal prosecution of Anthony Fauci, notably from Senator Rand Paul and Senator Ted Cruz, **I have instead emphasized that the head of the NIAID only enjoys the status of “errand boy” (my words).**

**The focus of our efforts to gain justice for the Nache Family, and the global community, must be re-focused on Mr. Albert Bourla (in-turn, others of his criminal realm will be revealed).**





**Core COVID-19 Criminal Issue – Criminality Well-Established and Ongoing**

The four tabs attached:

- (1) The 19 October 2021 report by Dr. Zain Rizvi **PFIZER'S POWER** (Although the so-called American news media has not covered this report, overseas news media has done so extensively, as one sample, please view the following report from India:



<https://youtu.be/nYIJxoh7gqw>

- (2) Shortly prior to his long-sought 'Emergency Use Authorization,' Mr. Albert Bourla made claims, in many forums and contexts, about his mRNA needles that have since been shown, and now also by just-released FDA documents as **known by him (and co-conspirators / vested-interests) to be false.**

**Core COVID-19 Criminal Issue – Criminality Well-Established and Ongoing – conclusion**

- (3) Attached as an example; despite writing to the vested-interest Ms. Martha Pollack, current president of Cornell University, at least six times about COVID-19 fallacies, she never responded. She was, however, in-service as an official member to Mr. Bourla's New York State ReOpening Advisory Board, which later "recommended" mandatory vaccination of **all** university students and staff **state-wide!** Relative to item (2), and false claims about "safe and effective," we now endure the following headline:

ANALYSIS HEALTHCARE

**Despite 95% vaccination rate, Cornell today has five times more COVID cases than it did this time last year**

JOSEPH SILVERSTEIN - CORNELL UNIVERSITY · SEPTEMBER 4, 2021

- (4) In stark contrast to "mandatory" this-and-that, we have the excellent report by Ms. Sharyl Attkisson entitled "**Amish COVID.**" **Their community back-to-normal by May 2020 !!**



<https://fullmeasure.news/news/shows/amish-covid>



**Conclusion and Request**

Thank you once again for your good work in regard to Reference 1. My Request goes beyond the health care worker; **and now involves all the good people of the Great State of Missouri . . .**



Referencing the screenshot atop Page 3 above . . . I am concerned with a legal detail, and request your insight and assistance.

**Regarding the voiding of the 'liability immunity,' currently enjoyed by The Vaccine King . . .**

. . . it is possible that Courts would hesitate to rule/proceed in behalf of plaintiffs, such as the Nache family, if only the civil issue of "willful misconduct" was present.

Perhaps my '**Full Spectrum Dominance**' **approach** to litigation is too concerning . . . I am not known for losing in court, and I am determined to prevail upon the four Subjects (Please see overleaf).

**Question:** Do we need charges of criminal conduct to void Mr. Bourla's 'liability immunity,' or is it your opinion, in behalf of the good people of Missouri that have and will continue to be harmed by Mr. Bourla's needle, that willful misconduct will suffice?

As a possible resource for Reference 1 and more, please accept the enclosed book **THE REAL ANTHONY FAUCI** as a gift of sincere thank you, to you and your staff.

Respectfully yours,

Paul V. Sheridan





## Cornell Law School

Stewart J. Schwab  
The Allan R. Tessler Dean  
and Professor of Law

June 22, 2005

Dear Paul,

I was delighted to see that you are to be honored as a Community Champion by the Civil Justice Foundation in Toronto next month. Congratulations!

We are always pleased when an alumnus of Cornell University gets the recognition they richly deserve.

I hope you enjoy the occasion, & I wish you success in your future endeavors.

Sincerely,  
Stef Schwab



# Tab 1

1 December 2021

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

PFIZER'S POWER by Dr. Zain Rizvi  
Access to Medicines Program  
October 19, 2021

13 Pages

# PFIZER'S POWER

Zain Rizvi

Access to Medicines Program

October 19, 2021





## ACKNOWLEDGMENTS

This report was written by Zain Rizvi, law and policy researcher in Public Citizen's Access to Medicines Program. It was edited by Peter Maybarduk, director of the Access to Medicines Program, Rhoda Feng, editor in the Communications Program, Brook Baker, Professor of Law at Northeastern University, and Zain Jinnah, an international lawyer. Luz Marina Umbasia Bernal in the Access to Medicines Program also provided critical input.

## ABOUT PUBLIC CITIZEN

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## INTRODUCTION

In February, Pfizer was accused of “bullying” governments in COVID vaccine negotiations in a groundbreaking story by the Bureau of Investigative Journalism.<sup>1</sup> A government official at the time noted, “Five years in the future when these confidentiality agreements are over you will learn what really happened in these negotiations.”<sup>2</sup>

Public Citizen has identified several unredacted Pfizer contracts that describe the outcome of these negotiations. The contracts offer a rare glimpse into the power one pharmaceutical corporation has gained to silence governments, throttle supply, shift risk and maximize profits in the worst public health crisis in a century. We describe six examples from around the world below.<sup>3</sup>

**Table 1: Select Pfizer Contracts Reviewed<sup>4</sup>**

Purchaser	Date	Type	Doses	Price Per Dose	Total Cost
<b>Albania</b>	Draft <sup>5</sup>	Draft Definitive Agreement	500,000	\$12	\$6 million
<b>Brazil</b>	03/15/21 <sup>6</sup>	Definitive Agreement	100 million	\$10	\$1 billion
<b>Colombia</b>	02/02/21 <sup>7</sup>	Definitive Agreement	10 million	\$12	\$120 million
<b>Chile</b>	12/01/20 <sup>8</sup>	Definitive Agreement (Redacted)	10 million	Redacted	Redacted

<sup>1</sup> Madlen Davies, Rosa Furneaux, Iván Ruiz, Jill Langlois, ‘Held to Ransom’: Pfizer Demands Governments Gamble with State Assets to Secure Vaccine Deal, Bureau of Investigative Journalism (Feb 23 2021), <https://tinyurl.com/t2z39a63>.

<sup>2</sup> *Id.*

<sup>3</sup> While there are similarities across the contracts, each agreement is unique. The specific examples outlined below should not read as reflective of other contracts.

<sup>4</sup> In several cases, governments signed additional deals with Pfizer. We reviewed select contracts that were publicly available.

<sup>5</sup> Albania-Pfizer Contract Draft, (“Albania Draft Contract”), (Jan. 6 2021) <https://www.documentcloud.org/documents/20616251-albanian-pfizer-covid-19-vaccine-contract>. The final provisions of the agreement may have differed from this draft. However, given similarities between this draft and the other reviewed agreements, we believe the modifications, if any, were likely not substantial. The contract was first leaked on Twitter, and then shared widely in the press.

<sup>6</sup> Brazil-Pfizer Contract (“Brazil Contract”), (March 15 2021) <https://aurores.org/wp-content/uploads/2021/08/Brazil-Pfizer.pdf>. The contract was leaked online and later covered by The Guardian in August. See e.g., <https://tinyurl.com/yupsz2j4>.

<sup>7</sup> Colombia-Pfizer Contract (“Colombia Contract”), (Feb. 2 2021), <https://www.nodal.am/wp-content/uploads/2021/08/DOCUMENTO.pdf>. The contract was leaked in the Colombian Media in August. <https://tinyurl.com/4vswvrz4>. It is currently referenced in the UNICEF Vaccine Market Dashboard.

<sup>8</sup> Chile-Pfizer Contract (“Chile Contract”) (Dec. 1 2021), <https://www.chiletransparente.cl/wp-content/uploads/2021/07/Acuerdo-de-fabricacion-y-suministro-PFIZER.pdf>. A Chilean transparency initiative published a redacted version of the contract.

<b>Dominican Republic</b>	10/29/20 <sup>9</sup>	Binding Term Sheet <sup>10</sup>	8 million	\$12	\$96 million
<b>European Commission</b>	11/20/20 <sup>11</sup>	Custom Advance Purchase Agreement	200 million	\$18.6 <sup>12</sup>	\$3.7 billion
<b>Peru</b>	09/17//20 <sup>13</sup>	Binding Term Sheet	10 million	\$12	\$120 million
<b>United States</b>	07/21/20 <sup>14</sup>	Custom Advance Purchase Agreement (Redacted)	100 million	\$19.5	\$1.95 billion
<b>United Kingdom</b>	10/12/20 <sup>15</sup>	Custom Advance Purchase Agreement (Redacted)	30 million	Redacted	Redacted

Pfizer's demands have generated outrage around the world, slowing purchase agreements and even pushing back the delivery schedule of vaccines.<sup>16</sup> If similar terms are included as a condition to receive doses, they may threaten President Biden's commitment to donate 1 billion vaccine doses.<sup>17</sup>

High-income countries have enabled Pfizer's power through a favorable system of international intellectual property protection.<sup>18</sup> High-income countries have an obligation to rein in that monopoly power. The Biden administration, for example, can call on Pfizer to renegotiate existing commitments and pursue a fairer approach in the future. The administration can further rectify the power imbalance by sharing the vaccine recipe, under the Defense Production Act, to allow multiple producers to expand vaccine

<sup>9</sup> Dominican Republic-Pfizer Contract ("D.R. Contract") (Oct. 29 2020), <https://www.keionline.org/35485>. Knowledge Ecology International obtained the contract through a freedom of information law request.

<sup>10</sup> The text was subject to the approval of the Dominican Republican National Congress, which reportedly approved the text with no objections. Pfizer and AstraZeneca, The Game of Contracts with Small Print, Dominican Today, <https://tinyurl.com/yhasn7um>.

<sup>11</sup> European Commission-Pfizer Contract ("E.C. Contract") (Nov. 20 2020), <https://tinyurl.com/3bph89wy>. The Italian public broadcaster RAI published the EC Contract in April.

<sup>12</sup> 15.5 EUR.

<sup>13</sup> Peru-Pfizer Contract ("Peru Contract") (Sept. 17 2020), <https://tinyurl.com/y2ap74xz>. The Bureau of Investigative Journalism published the contract.

<sup>14</sup> United States-Pfizer Contract ("U.S. Contract") (July 21 2020), <https://tinyurl.com/4k5j7d5u>. The contract is available on the U.S. Department of Health and Human Services website.

<sup>15</sup> United Kingdom-Pfizer Contract ("U.K. Contract") (Oct. 10 2020), <https://tinyurl.com/ym4pk3tw>. This likely is the definitive agreement that follows on from initial agreement announced in July. The contract is available on the U.K. government website.

<sup>16</sup> Madlen Davies, Rosa Furneaux, Pfizer backs down over "unreasonable terms" in South Africa vaccine deal (April 19 2021). <https://tinyurl.com/tnys9u2c>. ("He described how Pfizer's late demand caused delays in the discussions, which in turn put back the anticipated vaccine delivery dates."). See also the impasse in Philippines. Philippines receives side letter from Pfizer; WHO sees resolution of 'impasse' soon (Feb 23. 2021), <https://tinyurl.com/3fs8z3cb> ("The delivery of 117,000 Pfizer-BioNTech doses, initially expected in mid-February, was delayed by concerns on indemnification.").

<sup>17</sup> White House, FACT SHEET: President Biden Announces Historic Vaccine Donation: Half a Billion Pfizer Vaccines to the World's Lowest-Income Nations (June 10 2021), <https://tinyurl.com/he8bm9tk>

<sup>18</sup> Peter Drahos and John Braithwaite, Information Feudalism: Who Owns the Knowledge Economy? (2007) (tracing the role of Pfizer in advocating for a system of international patent protection).



supplies.<sup>19</sup> It can also work to rapidly secure a broad waiver of intellectual property rules (TRIPS waiver) at the World Trade Organization.<sup>20</sup> A wartime response against the virus demands nothing less.

## PFIZER'S POWER

### 1. Pfizer Reserves the Right to Silence Governments.

In January, the Brazilian government complained that Pfizer was insisting on contractual terms in negotiations that were “unfair and abusive.”<sup>21</sup> The government pointed to five terms that it found problematic, ranging from a sovereign immunity waiver on public assets to a lack of penalties for Pfizer if deliveries were late. The Bureau of Investigative Journalism soon published a scathing story on Pfizer's vaccine negotiations.<sup>22</sup>

Less than two months later, the Brazilian government accepted a contract with Pfizer that contains most of the same terms that the government once deemed unfair.<sup>23</sup> Brazil waived sovereign immunity; imposed no penalties on Pfizer for late deliveries; agreed to resolve disputes under a secret private arbitration under the laws of New York; and broadly indemnified Pfizer for civil claims.<sup>24</sup>

The contract also contains an additional term not included in other Latin American agreements<sup>25</sup> reviewed by Public Citizen: The Brazilian government is prohibited from making “any public announcement concerning the existence, subject matter or terms of

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<sup>19</sup> Zain Rizvi, Jishian Ravinthiran, Amy Kapczynski, Sharing The Knowledge: How President Joe Biden Can Use The Defense Production Act To End The Pandemic Worldwide, Health Affairs Blog (August 6, 2021), <https://www.healthaffairs.org/doi/10.1377/hblog20210804.101816/full/>

<sup>20</sup> Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS).

<sup>21</sup> Madlen Davies, Rosa Furneaux, Iván Ruiz, Jill Langlois, ‘Held to Ransom’: Pfizer Demands Governments Gamble with State Assets to Secure Vaccine Deal, Bureau of Investigative Journalism (Feb 23 2021), <https://tinyurl.com/t2z39a63>.

<sup>22</sup> *Id.*

<sup>23</sup> One clause that appears to have changed is the number of doses supplied by Pfizer. It is also not clear whether Brazil developed a foreign bank guarantee fund.

<sup>24</sup> Brazil Contract, footnote 6, Article 9.4 (Waiver of Sovereign Immunity), pg. 45, Article 2.6 (Delivery Delays), pg. 34, Article 9.4 (Waiver of Sovereign Immunity) pg. 45, Article 3.1 (Indemnification by Purchaser), pg. 43, respectively.

<sup>25</sup> The other Latin American contracts reviewed contain a more limited nondisclosure obligation. For example, under the Colombia contract, neither Pfizer nor Colombia can “use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.” This does not appear to prohibit the government from talking about the contract, as long as it is not a “publicity release, advertising, or any other publication.”

[the] Agreement” or commenting on its relationship with Pfizer without the prior written consent of the company.<sup>26</sup> Pfizer gained the power to silence Brazil.

Brazil is not alone. A similar nondisclosure provision is contained in the Pfizer contract with the European Commission and the U.S. government.<sup>27</sup> In those cases, however, the obligation applies to both parties.

For example, neither Pfizer nor the U.S. government can make “any public announcement concerning the existence, subject matter or terms of this Agreement, the transactions contemplated by it, or the relationship between the Pfizer and the Government hereunder, without the prior written consent of the other.”<sup>28</sup> The contract contains some exceptions for disclosures required by law. It is not clear from the public record whether Pfizer has elected to prohibit the U.S. from making any statements thus far. The E.C. cannot include in any announcement or disclosure the price per dose, the Q4 2020 volumes, or information that would be material to Pfizer without the consent of Pfizer.<sup>29</sup>

## 2. Pfizer Controls Donations.

Pfizer tightly controls supply.<sup>30</sup> The Brazilian government, for example, is restricted from accepting Pfizer vaccine donations from other countries or buying Pfizer vaccines from others without Pfizer's permission.<sup>31</sup> The Brazilian government also is restricted from

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<sup>26</sup> Brazil Contract, Article 12.3 (Publicity), pg. 32 (“Purchaser shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties (except as required by Law, and subject to the protections set forth in Section 10.1), without the prior written consent of Pfizer (such consent not to be unreasonably withheld or delayed)”).

<sup>27</sup> E.C. Contract, footnote 11, Article II.10 (Announcements and Publicity), pg. 36.

<sup>28</sup> U.S. Contract, footnote 14, Article 11.11 (Announcements), pg. 25.

<sup>29</sup> E.C. Contract, footnote 11, Article II.10 (Announcements and Publicity), pg. 36.

<sup>30</sup> For example, Colombia is also required to distribute the vaccine only in its territory. Colombia Contract, footnote 7, Article 4.6 (Diversion Issues), pg. 23 (“All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Colombia in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Colombia, and to protect and preserve the integrity and efficacy of the Product.”).

<sup>31</sup> Brazil Contract, footnote 6, Article 2.1 (f) (Agreement to Supply), pg. 31 (“Purchaser, including any related Person or any agents of Purchaser, covenants to exclusively obtain all of its supply of any Vaccine of Pfizer, BioNTech or their respective Affiliates intended for the prevention of the human disease COVID-19 (including the Product) either (i) directly from Pfizer or from Pfizer through the COVAX Facility, or (ii) from a Third Party, whether by donation, resale or otherwise, only if Purchaser has obtained Pfizer's prior written consent. Any breach of this Section 2.1(f) shall be deemed an incurable material breach of this Agreement, and Pfizer may immediately terminate this Agreement pursuant to Section 6.2. For clarity, nothing in this Section 2.1(f) shall prevent Purchaser from purchasing competing vaccine products of any Third Party.”).

donating, distributing, exporting, or otherwise transporting the vaccine outside Brazil without Pfizer's permission.<sup>32</sup>

The consequences of noncompliance can be severe. If Brazil were to accept donated doses without Pfizer's permission, it would be considered an "uncurable material breach" of their agreement, allowing Pfizer to immediately terminate the agreement.<sup>33</sup> Upon termination, Brazil would be required to pay the full price for any remaining contracted doses.<sup>34</sup>

### 3. Pfizer Secured an "IP Waiver" for Itself.

The CEO of Pfizer, Albert Bourla, has emerged as a strident defender of intellectual property in the pandemic. He called a voluntary World Health Organization effort to share intellectual property to bolster vaccine production "nonsense" and "dangerous."<sup>35</sup> He said President Biden's decision to back the TRIPS waiver on intellectual property was "so wrong."<sup>36</sup> "IP, which is the blood of the private sector, is what brought a solution to this pandemic and it is not a barrier right now," claims Bourla.<sup>37</sup>

But, in several contracts, Pfizer seems to recognize the risk posed by intellectual property to vaccine development, manufacturing, and sale. The contracts shift responsibility for any intellectual property infringement that Pfizer might commit to the government purchasers. As a result, under the contract, Pfizer can use anyone's intellectual property it pleases—largely without consequence.

At least four countries are required "to indemnify, defend and hold harmless Pfizer" from and against any and all suits, claims, actions, demands, damages, costs, and expenses related to vaccine intellectual property.<sup>38</sup> For example, if another vaccine maker sued

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<sup>32</sup> Brazil Contract, footnote 6, Article 4.6 (Diversion Issues), pg. 38 ("Purchaser shall not directly or indirectly resell, donate, distribute, export or otherwise transport the Product outside the Territory without Pfizer's prior written consent.").

<sup>33</sup> Brazil Contract, footnote 6, Article 2.1 (f) (Agreement to Supply), pg. 31.

<sup>34</sup> Brazil Contract, footnote 6, Article 6.2 (Termination for Cause), pg. 27 ("In the event that this Agreement is terminated by Pfizer under this Section 6.2, Purchaser shall pay within thirty (30) days of the date of notice of termination of this Agreement the full Price for all Contracted Doses less amounts already paid to Pfizer as of such date.")

<sup>35</sup> Ed Silverman, Pharma leaders shoot down WHO voluntary pool for patent rights on Covid-19 products, STAT (May 28 2020), <https://www.statnews.com/pharmalot/2020/05/28/who-voluntary-pool-patents-pfizer/>

<sup>36</sup> U.S. Backs Waiver of Intellectual Property Protection for Covid-19 Vaccines, Wall Street Journal (May 6 2021), <https://www.wsj.com/articles/u-s-backs-waiver-of-intellectual-property-protection-for-covid-19-vaccines-11620243518>

<sup>37</sup> WTO delays decision on waiver on COVID-19 drug, vaccine rights (Dec. 10 2020), <https://www.reuters.com/article/us-health-coronavirus-wto-idUSKBN28K2WL>

<sup>38</sup> This extends to all civil claims, including adverse effects. That has been detailed elsewhere: Madlen Davies, Rosa Furneaux , Iván Ruiz , Jill Langlois, 'Held to Ransom': Pfizer Demands Governments Gamble

Pfizer for patent infringement in Colombia, the contract requires the Colombian government to foot the bill. At Pfizer's request, Colombia is required to defend the company (i.e., take control of legal proceedings.)<sup>39</sup> Pfizer also explicitly says that it does not guarantee that its product does not violate third-party IP, or that it needs additional licenses.

Pfizer takes no responsibility in these contracts for its potential infringement of intellectual property. In a sense, Pfizer has secured an IP waiver for itself. But internationally, Pfizer is fighting similar efforts to waive IP barriers for all manufacturers.<sup>40</sup>

#### 4. Private Arbitrators, not Public Courts, Decide Disputes in Secret.

What happens if the United Kingdom cannot resolve a contractual dispute with Pfizer? A secret panel of three private arbitrators—not a U.K. court—is empowered under the contract to make the final decision.<sup>41</sup> The arbitration is conducted under the Rules of Arbitration of the International Chamber of Commerce (ICC). Both parties are required to keep everything secret:

The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards, except as required by Law and to the extent not already in the public domain.<sup>42</sup>

The Albania draft contract and Brazil, Chile, Colombia, Dominican Republic, and Peru agreements require the governments to go further, with contractual disputes subject to ICC arbitration applying New York law.<sup>43</sup>

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with State Assets to Secure Vaccine Deal, Bureau of Investigative Journalism (Feb 23 2021), <https://tinyurl.com/t2z39a63>.

<sup>39</sup> Colombia Contract, footnote 7, Article 8.2 (Assumption of Defense), pg. 31.

<sup>40</sup> Pfizer signed the letter opposing the TRIPS waiver sent to President Biden in March, for example. PhRMA Letter Opposing TRIPS Waiver to President Biden (March 5 2021), <https://patentdocs.typepad.com/files/2021-03-05-phrma-letter.pdf>

<sup>41</sup> U.K. Contract, footnote 15, Article 23 (Dispute Resolution) pg. 36. ("The arbitration award shall be final and binding on the Parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.")

<sup>42</sup> *Id.*

<sup>43</sup> Article on Governing Law. Albania Draft Contract pg. 34, Brazil Contract pg. 45, Chile Contract pg. 29, Colombia Contract pg. 43, DR Contract pg. 17, Peru Contract pg. 9.



While ICC arbitration involving states is not uncommon, disputes involving high-income countries and/or pharmaceuticals appear to be relatively rare.<sup>44</sup> In 2012, 80% of state disputes were from Sub-Saharan Africa, Central and West Asia, and Central and Eastern Europe.<sup>45</sup> The most common state cases were about the construction and operation of facilities.<sup>46</sup> In 2020, 34 states were involved in ICC arbitrations.<sup>47</sup> The nature of state disputes is not clear, but only between 5 to 7% of all new ICC cases, including those solely between private parties, were related to health and pharmaceuticals.<sup>48</sup>

Private arbitration reflects an imbalance of power. It allows pharmaceutical corporations like Pfizer to bypass domestic legal processes. This consolidates corporate power and undermines the rule of law.

## 5. Pfizer Can Go After State Assets.

The decisions reached by the secret arbitral panels described above can be enforced in national courts.<sup>49</sup> The doctrine of sovereign immunity can sometimes, however, protect states from corporations seeking to enforce and execute arbitration awards.

Pfizer required Brazil, Chile, Colombia, the Dominican Republic, and Peru to waive sovereign immunity.<sup>50</sup> In the case of Brazil, Chile and Colombia, for example, the government “expressly and irrevocably waives *any right of immunity* which either it or its assets may have or acquire in the future” to enforce any arbitration award (emphasis

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<sup>44</sup> Our analysis is limited by a lack of transparency.

<sup>45</sup> Arbitration Involving States and State Entities under the ICC Rules of Arbitration – Report of the ICC Commission on Arbitration and ADR (2012), <https://iccwbo.org/publication/arbitration-involving-states-state-entities-icc-rules-arbitration-report-icc-commission-arbitration-adr/>, pg. 4.

<sup>46</sup> Arbitration Involving States and State Entities under the ICC Rules of Arbitration – Report of the ICC Commission on Arbitration and ADR (2012), <https://iccwbo.org/publication/arbitration-involving-states-state-entities-icc-rules-arbitration-report-icc-commission-arbitration-adr/>, pg. 4.

<sup>47</sup> 194 state-owned entities were also involved. ICC Dispute Resolution 2020 Statistics, <https://iccwbo.org/publication/icc-dispute-resolution-statistics-2020/>, pg. 11. See also, an analogous mechanism known as investor-state dispute resolution, which is based on international law as opposed to contract: Global Trade Watch, Table of Foreign Investor-State Cases and Claims Under NAFTA and Other U.S. “Trade Deals” (Jan. 15 2021), <https://www.citizen.org/article/table-of-foreign-investor-state-cases-and-claims-under-nafta-and-other-u-s-trade-deals/>

<sup>48</sup> ICC Dispute Resolution 2020 Statistics, <https://iccwbo.org/publication/icc-dispute-resolution-statistics-2020/>, pg. 17.

<sup>49</sup> United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958) (“Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles.”)

<sup>50</sup> Article on Waiver of Sovereign Immunity. The language differs in some of the contracts. Brazil Contract, pg. 45, Chile Contract pg. 24, Colombia Contract pg. 36, DR Contract pg. 17, Peru Contract pg. 9.

added).<sup>51</sup> For Brazil, Chile, Colombia, and the Dominican Republic, this includes “immunity against precautionary seizure of any of its assets.”<sup>52</sup>

Arbitral award enforcement presents complex questions of law that depend on the physical location and type of state asset.<sup>53</sup> But the contract allows Pfizer to request that courts use state assets as a guarantee that Pfizer will be paid an arbitral award and/or use the assets to compensate Pfizer if the government does not pay.<sup>54</sup> For example, in U.S. courts, these assets could include foreign bank accounts, foreign investments, and foreign commercial property, including the assets of state-owned enterprises like airlines and oil companies.<sup>55</sup>

## 6. Pfizer Calls the Shots on Key Decisions.

What happens if there are vaccine supply shortages? In the Albania draft contract and the Brazil and Colombia agreement, Pfizer will decide adjustments to the delivery schedule based on principles the corporation will decide. Albania, Brazil, and Colombia “shall be deemed to agree to any revision.”<sup>56</sup>

Some governments have pushed back on Pfizer's unilateral authority for other decisions. In South Africa, Pfizer wanted to have the “sole discretion to determine additional terms and guarantees for us to fulfill the indemnity obligations.”<sup>57</sup> South Africa deemed this “too risky” and a “potential risk to [their] assets and fiscus.”<sup>58</sup> After delays, Pfizer reportedly conceded to remove this “problematic term.”<sup>59</sup>

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<sup>51</sup> *Id.*

<sup>52</sup> *Id.*

<sup>53</sup> In the U.S., the governing statute is the Foreign Sovereign Immunities Act (FSIA). 28 U.S.C § 1602. Sovereign property used for commercial activity can be used to execute a judgment based on an arbitral award if the state has waived immunity. Property belonging to an instrumentality of a foreign state engaged in commercial activity can also be used. 28 U.S.C § 1610. However, certain kinds of foreign sovereign property are absolutely immune from award attachment and execution. This includes property belonging to the foreign central bank or monetary authority and property used for military purposes. 28 U.S.C §1611.

<sup>54</sup> Under FSIA, this is known as “attachment prior to the entry of judgment” and can be done if the state waives this kind of immunity and “the purpose of the attachment is to secure satisfaction of a judgment that has been or may ultimately be entered against the foreign state.” 28 U.S.C § 1610

<sup>55</sup> Other jurisdictions may handle these questions differently, potentially exposing other types of sovereign assets. These assets may also be vulnerable in settlement negotiations.

<sup>56</sup> Albania Draft Contract, pg. 14. Brazil Contract, pg. 22. Colombia Contract, pg. 15.

<sup>57</sup> Pfizer Backs Down Over Unreasonable Terms in South Africa Vaccine Deal (April 19 2021), <https://www.thebureauinvestigates.com/stories/2021-04-19/pfizer-backs-down-over-asset-seizing-clause-in-south-africa-vaccine-deal>.

<sup>58</sup> *Id.*

<sup>59</sup> *Id.*

But others have not been as successful. As a condition to entering into the agreement, the Colombian government is required to “demonstrate, in a manner satisfactory to Suppliers, that Suppliers and their affiliates will have adequate protection, as determined in *Suppliers’ sole discretion*” (emphasis added) from liability claims.<sup>60</sup> Colombia is required to certify to Pfizer the value of the contingent obligations (i.e., potential future liability), and to start appropriating funds to cover the contingent obligations, according to a contribution program.<sup>61</sup>

Pfizer’s ability to control key decisions reflects the power imbalance in vaccine negotiations. Under the vast majority of contracts, Pfizer’s interests come first.

## A BETTER WAY

Pfizer’s dominance over sovereign countries poses fundamental challenges to the pandemic response. Governments can push back. The U.S. government, in particular, can exercise the leverage it holds over Pfizer to require a better approach. Empowering multiple manufacturers to produce the vaccine via technology transfer and a TRIPS waiver can rein in Pfizer’s power. Public health should come first.

---

<sup>60</sup> Colombia Contract, footnote 7, Article 8.5 (Privileges and Immunities), pg. 32. This includes but is not limited to funding state contractual contingency funds.

<sup>61</sup> *Id.*



[www.citizen.org](http://www.citizen.org)





# Tab 2

1 December 2021

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

COVID-19 Vaccine Update to Shareholders by Mr. Albert Bourla  
October 2020

1 Page

As we get closer to an important data readout from our COVID-19 vaccine program, I wanted to speak directly to the billions of people, millions of businesses and hundreds of governments around the world that are investing their hopes in a safe and effective COVID-19 vaccine to overcome this pandemic. I know there is a great deal of confusion regarding exactly what it will take to ensure its development and approval, and given the critical public health considerations and the importance of transparency, I would like to provide greater clarity around the development timelines for Pfizer's and our partner BioNTech's COVID-19 vaccine.

There are three key areas where, as with all vaccines, we must demonstrate success in order to seek approval for public use. First, the vaccine must be proven effective, meaning it can help prevent COVID-19 disease in at least a majority of vaccinated patients. Second and equally important, the vaccine must be proven safe, with robust safety data generated from thousands of patients. And finally, we must demonstrate that the vaccine can be consistently manufactured at the highest quality standards.

To ensure public trust and clear up a great deal of confusion, I believe it is essential for the public to understand our estimated timelines for each of these three areas.

As I've said before, we are operating at the speed of science. This means we may know whether or not our vaccine is effective by the end of October. To do so, we must accumulate a certain number of COVID-19 cases in our trial to compare the effectiveness of the vaccine in vaccinated individuals to those who received a placebo. Since we must wait for a certain number of cases to occur, this data may come earlier or later based on changes in the infection rates. As Pfizer is blinded to who received the vaccine versus the placebo, a committee of independent scientists will review the complete data and they will inform us if the vaccine is effective or not based on predetermined criteria at key interim analysis points throughout the trial. Pfizer will continue running the trial through its final analysis point even if it is declared effective at an earlier stage. In the spirit of candor, we will share any conclusive readout (positive or negative) with the public as soon as practical, usually a few days after the independent scientists notify us.

A key point that I'd like to make clear is that effectiveness would satisfy only one of the three requirements and, alone, would not be enough for us to apply for approval for public use.

The second requirement is to prove that the vaccine is safe. Our internal standards for vaccine safety and those required by regulators are set high. In the instance of Emergency Use Authorization in the U.S. for a potential COVID-19 vaccine, FDA is requiring that companies provide two months of safety data on half of the trial participants following the final dose of the vaccine. Based on our current trial enrollment and dosing pace, we estimate we will reach this milestone in the third week of November. Safety is, and will remain, our number one priority, and we will continue monitoring and reporting safety data for all trial participants for two years.

And finally, if we achieve a positive efficacy readout and a robust safety profile, the last requirement will be the submission of manufacturing data that demonstrates the quality and consistency of the vaccine that will be produced. Pfizer has been investing at risk since the early days of the pandemic to perfect our manufacturing processes and rapidly build up capacity. We expect to have our manufacturing data ready for submission before the safety milestone is reached.

So let me be clear, assuming positive data, Pfizer will apply for Emergency Authorization Use in the U.S. soon after the safety milestone is achieved in the third week of November. All the data contained in our U.S. application would be reviewed not only by the FDA's own scientists but also by an external panel of independent experts at a publicly held meeting convened by the agency.

The timelines above reflect our best estimates of when these important milestones could be achieved. For 171 years Pfizer has been known for our high-quality standards. Our purpose is to discover breakthroughs that change patients' lives. I cannot think of a breakthrough that would be more meaningful to a greater number of people than an effective and safe COVID-19 vaccine.

In the meantime, I hope you and your loved ones are staying safe and well.

Albert



(/health/coronavirus)

**MORE ON COVID-19** (/health/coronavirus)

How to stay safe and prevent the spread.

# Tab 3

1 December 2021

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

College Fix article:

**Despite 95% vaccination rate, Cornell today has five times more COVID cases than it did this time last year**

4 September 2021

4 Pages

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# THE COLLEGE FIX

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ANALYSIS HEALTHCARE

## Despite 95% vaccination rate, Cornell today has five times more COVID cases than it did this time last year

JOSEPH SILVERSTEIN - CORNELL UNIVERSITY

SEPTEMBER 4, 2021

SHARE THIS ARTICLE:



**ANALYSIS:** *If the goal is to prevent infection, the 95 percent vaccination rate on Cornell's campus has not accomplished that*

Cornell University has aggressively pushed its students to get vaccinated, **announcing** a vaccine mandate for the 2021-22 academic year in April and frequently denying religious and medical exemptions.

As a result, 95 percent of the campus population, both students and faculty, is vaccinated.

Despite this, Cornell University has more than five times the amount of confirmed positive cases during its first week of this academic year than it did during its first week of the 2020-21 academic year, **according** to the Cornell COVID dashboard.

By the numbers, during the first week of school that ran from Aug. 27 to Sept. 2 of this academic year, Cornell reported 322 positive COVID-19 cases.



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### MOST POPULAR FROM THE COLLEGE FIX

**1** Students demanded professor who refused to use trigger warnings be fired. So far, he's still teaching.

SEPTEMBER 3, 2021

**2** Despite 95% vaccination rate, Cornell today has five times more COVID cases than it did this time last year

SEPTEMBER 4, 2021

**3** Christian students win



By the numbers, during the first week of school that ran from Aug. 27 to Sept. 2 of this academic year, Cornell reported 322 positive COVID-19 cases.

In comparison, during the first week of school last year, which ran from Sept. 3 through Sept. 9 of 2020, Cornell reported 59 positive COVID-19 cases.

That is 263 more cases, or more than five times the amount of positive cases, when comparing the first week of school.

Most students attended in-person classes in the fall of 2020 and were required to wear masks, just like this academic year. The increase in positive cases cannot be attributed to an increase in testing — in fact, more tests were administered in the first week last fall, according to the Cornell COVID dashboard.

### FALL 2021

- Home
- Updates
- Information for...
- Testing
  - Daily Check
  - Surveillance Testing
  - Supplemental Testing
  - COVID-19 Tracking**
  - Epidemiological Modeling
- Vaccines
- Health & Safety
- HEERF Emergency Funding
- Events
- Travel

#### Confirmed Positives (Ithaca Campus)

**43**

New Positives by Day

9/2/2021

**322**

New Positives by Week

8/27/2021 - 9/2/2021

**1.19%**

Positivity Rate by Week

8/27/2021 - 9/2/2021

#### Daily Testing Data

Total; Students; Faculty and Staff  
(All)

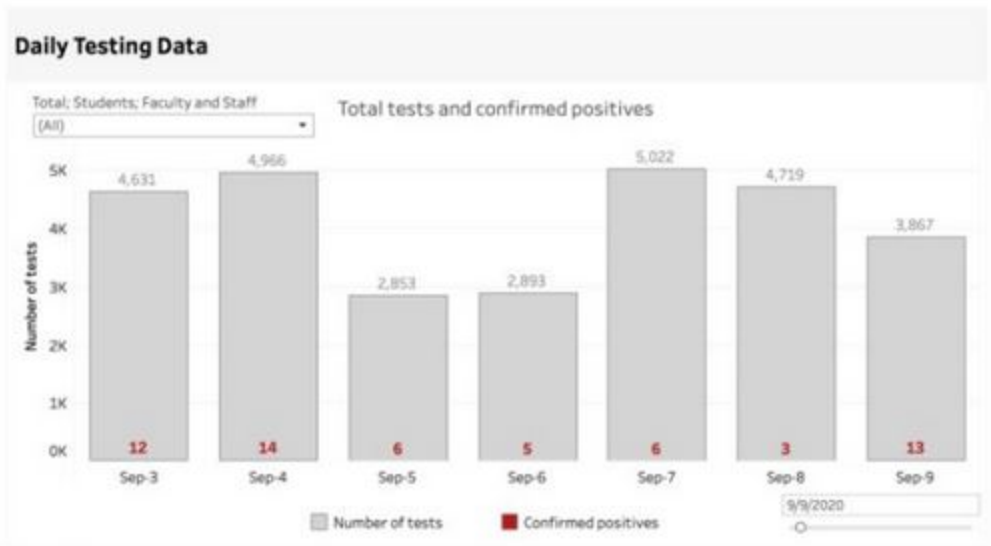
Date	Number of tests	Confirmed positives
Aug-27	1,219	44
Aug-28	831	57
Aug-29	3,581	56
Aug-30	5,587	39
Aug-31	4,873	31
Sep-1	5,748	52
Sep-2	5,264	43

9/2/2021

**\*\* These data reflect Cornell's testing programs for students, faculty and staff on the Ithaca campus, including Cornell AgriTech. Unlike testing in other parts of the nation (much of which is limited to testing of symptomatic individuals), we are using surveillance testing, which allows us to proactively test all members of our campus community, not just those who are experiencing symptoms or have a known contact with a positive case. As a result, many of the positive test results we report are asymptomatic infections that most other testing programs would miss. The information on this page may not be inclusive of employees who undergo testing off campus or Cornell community cases outside of Tompkins County. The dashboard is typically updated daily, Monday-Friday. Please note that due to test processing time, there may be a two-day delay between when a test is taken and when the results will appear on the dashboard. The data may be corrected as final investigations are completed.**

### FALL 2020

- Information for... v
- Testing ^
  - Daily Check
  - Surveillance Testing
  - Supplemental Testing
  - COVID-19 Tracking**
  - Epidemiological Modeling
- Vaccines v
- Health & Safety v
- HEERF Emergency Funding
- Events
- Travel v



\*\* These data reflect Cornell's testing programs for students, faculty and staff on the Ithaca campus, including Cornell AgriTech. Unlike testing in other parts of the nation (much of which is limited to testing of symptomatic individuals), we are using surveillance testing, which allows us to proactively test all members of our campus community, not just those who are experiencing symptoms or have a known contact with a positive case. As a result, many of the positive test results we report are asymptomatic infections that most other testing programs would miss. The information on this page may not be inclusive of employees who undergo testing off campus or Cornell community cases outside of Tompkins County. The dashboard is typically updated daily, Monday-Friday. Please note that due to test processing time, there may be a two-day delay between when a test is taken and when the results will appear on the dashboard. **The data may be corrected as final investigations are completed.**

From Sept. 3 through Sept. 9 of 2020, there were 28,951 COVID tests administered, according to the Cornell COVID dashboard. There were only 59 positive tests, or a 0.2 percent positivity rate.

In contrast, from Aug. 27 to Sept. 2 of this year, only 27,103 tests were administered, finding 322 positive cases, or a 1.19 percent positivity rate.

No variable changed: Cornell announced in July that it would still require all individuals, regardless of vaccination status, to wear a mask while inside. The same public health measures, often criticized as too strict, that were in place last year remain in place this year.

Due to the high amount of positive cases the Ithaca campus is currently experiencing, President Martha Pollack warned classes may be moved online if the trend continues. Meanwhile, the campus has been moved to a "Code Yellow."

If the goal is to prevent infection, the 95 percent COVID-19 vaccination rate on Cornell's campus has not accomplished that.

As Cornell and many other universities across the country mandate these vaccines, one must ask: to what extent are the vaccines effective? Do the benefits of vaccination outweigh the risks for healthy 20-year-olds?



In August, the CDC director **admitted** the COVID-19 vaccines cannot prevent transmission. Cornell's recent case surge is further evidence of that.

The risk of an adverse reaction to the COVID-19 vaccine, while minute, is not zero.

**According** to CDC and FDA data, the mRNA vaccines have been linked to increased risk of myocarditis, a serious heart condition, in young people, particularly young men. While this reaction to the vaccine is exceedingly rare, the connection between the mRNA vaccines and myocarditis is higher than previously thought.

Further, Dr. Robert Malone, one of the founders of mRNA vaccines, **warned** on evolutionary biologist Bret Weinstein's podcast that the spike protein received from vaccination is, in his medical opinion, cytotoxic.

And **according** to information released by the Japanese government in response to a Freedom of Information Act request, the lipid particles from the Pfizer vaccine concentrate overwhelmingly in the ovaries and also bone marrow.

Why on earth would Cornell force its students to receive this vaccine?

To be clear, Americans who are elderly, immunocompromised, or suffer from a serious underlying condition should definitely get the vaccine. But even in those cases, they must still have the freedom to make such a decision for themselves.

Cornell's draconian COVID-19 policies have failed, and now the administration's promises about a normal, mask-free academic year in return for achieving "herd immunity" have come crashing down against the cold reality we all face.

If the vaccines cannot prevent infection and return us to normalcy, what then, is the point of returning to campus at all?

**Editor's note:** *The author of this piece has requested and been denied a religious exemption from Cornell's vaccine mandate. He received the first dose of the Moderna vaccine in June.*

**MORE: Cornell COVID restrictions 'defy reason,' student columnist says**

IMAGE: Evgenii Mitroshin / Shutterstock

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# Tab 4

1 December 2021

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

Paul V. Sheridan letter to Ms. Sharyl Attkisson:

**Subject : The Stark and Cruel COVID-19 Comparisons:  
Cornell University et al. versus The Amish**

22 October 2021

8 Pages







DDM Consulting  
22357 Columbia Street  
Dearborn, MI 48124  
313-277-5095  
pvs6@cornell.edu

22 October 2021

Via FedEx AirBill 7750-0779-7493

Ms. Sharyl Attkisson  
Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Hunt Valley, Maryland 21030  
410-568-1500

**Subject :           The Stark and Cruel COVID-19 Comparisons:  
Cornell University et al. versus The Amish**

Dear Ms. Attkisson:

I cannot thank you enough for your excellent efforts, and recent FullMeasure report with Mr. Calvin Lapp (and Professor Steven Nolt):



## Discussion

I have been involved in the so-called COVID-19 pandemic from the very beginning, for reasons both obvious and subtle. As a result, one recent accomplishment included my input to a New York state based lawsuit involving 'religious exemptions' from mandatory COVID vaccinations:

**More precisely** the New York governor officially attempted to coyly eliminate that option from the health order for state workers; initially victimizing and focused upon health care workers. My central point/input was that the true target of that omission was **all** New York residents.

Similar to the staff and students of my alma mater (Cornell), if the option of 'religious exemption' had been available and an issue for the Amish people of Lancaster, Pennsylvania, (versus a government agency or a university), it is likely that they too would have been rebuffed:

Under **Tab 3** of the enclosed letter to Judge Hurd, you will note a recent article written by a Cornell student. He had applied for 'religious exemption' under Cornell's mandatory vaccination coercions. As noted on the last page of *TheCollegeFix* article, he was denied basic Constitution rights. As I stated to Judge Hurd on Page 6 of 17:

***"To the best of my knowledge, not one request for 'religious exemption' was honored by (Cornell University President) Pollack."***

## Request

**I need your journalistic help with a similar coercion; one that provides a 'stark and cruel COVID-19 comparison.' My request proposes a report that contrasts the outcomes that relate directly to your 10 October 2021 Amish COVID report**

My call for assistance involves Mrs. Jummai Nache, wife and mother of four daughters:





I direct your attention to Page 11 of my cover letter to Judge Hurd; the Timeline developed by husband Philip and I regarding the results of a 'mandatory vaccination' coercion enforced upon Jummai, due to her employment as a nurse within the University of Minnesota hospital system.

On Page 2 above, the *before* photo was taken in December 2020, and the *after* photo depicts what occurred shortly after Jummai was injected with the needle provided by **The Vaccine King**:



But how does my Request relate to the Subject, and university campuses like Cornell? Earlier today, I had a telephone conversation with 'Amish COVID' interviewee Mr. Calvin Lapp, wherein I explained the connections . . .

The insidious relationship between Pfizer and national universities? Closed-door conspiratorial relationships present the administrative template for what happened to Mrs. Jummai Nache . . . versus her former employer, the University of Minnesota.

Regarding New York and Cornell, **the closed-door state-level orchestration of ‘mandatory vaccinations’** was facilitated by the ‘New York Forward Advisory Board.’ This Board was formed immediately after, **and in lockstep with**, the President Trump national emergency declaration of March 13, 2020. Reporting to former Governor Andrew Cuomo, the governor who had more “COVID deaths” in his nursing homes *alone* than many countries had in-total; this closed-door Board had the following key and original members:

Mr. Albert Bourla, CEO of Pfizer

Ms. Martha Pollack, current President of Cornell University



I go into great detail about that little-known Board under Tab1, on Page 20/21 of 39: \*

A screenshot of a webpage. At the top, there is a yellow banner with the text "August 23, 2021 | 2:20 pm" and "COVID-19 Vaccines". To the right of this banner, there is a text block: "On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more." Below the banner is a white navigation bar with a "NEW YORK STATE" logo on the left and links for "Services", "News", "Government", and "COVID-19 Vaccine". Below that is a dark blue navigation bar with "New York Forward" on the left and links for "Industry Guidelines", "Testing", "Vaccine Program", "Advisory Boards", and "Protect Yourself". Below the navigation bars is a large orange banner with the text "NY Forward Advisory Board". At the bottom of the screenshot, there is a white text block: "The New York Forward Reopening Advisory Board will help guide the state's reopening strategy. The advisory board will be chaired by former secretaries to the Governor Steve Cohen and Bill Mulrow and includes over 100 business, community and civic leaders from industries across the state."

**That is, the coercion of ‘mandatory vaccination’ has nothing to do with health, and everything to do with marketing and, relative to the Subject, university fund-raising.**

\* In the upper right of the above screenshot you note their parroting of **the bold-faced lie** that the Pfizer needle has been given “full approval” by the FDA . . . it has not.



Jummai, and people similarly victimized, need our help, especially in the context of knowing that news reports of their Pfizer “vaccine” induced suffering will be of great benefit in the avoidance of similar future outcomes; **a conversation I have already had with her and husband Philip:**

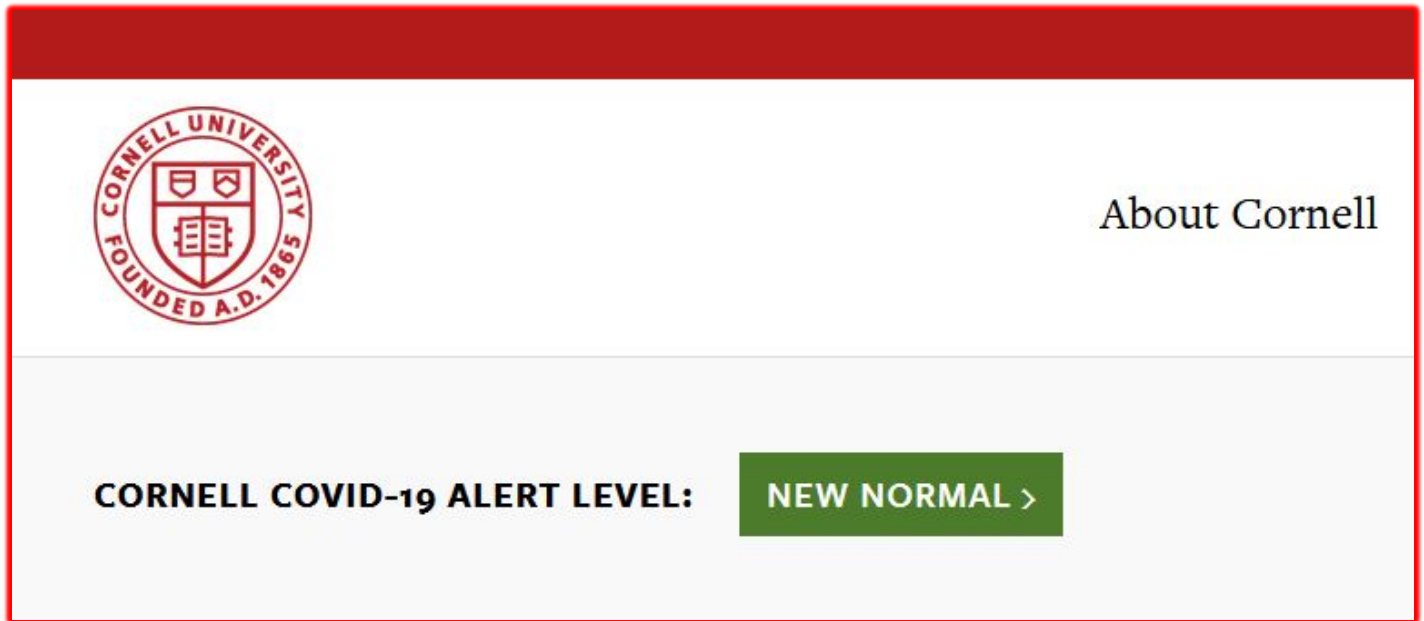


A follow-up story could be one that contrasts Anthony Fauci / Albert Bourla and their inputs to the outcome inflicted upon Mrs. Jummai Nache, versus the outcome **enjoyed by the Amish . . .** a contrast of polar opposites; a contrast in **all** dimensions, and at all levels; samples include:

COVID-19 Inputs	Mrs. Jummai Nache	The Amish
Social Distancing	mandatory	none
Continuous Testing	mandatory	none
Face Masks	mandatory	none
Community “lockdowns”	mandatory	none
Pfizer “vaccination”	mandatory	none
Outcome of above Inputs from so-called “health authorities,” <b>and places like Cornell University which refer to the above inputs as the “New Normal”</b>	Horrific maiming and amputations; complete loss of health and livelihood.	Rejection of the fraud of a “New Normal,” ongoing personal health and community vitality

**Conclusion**

Screenshot of ongoing Cornell University [homepage](#):



Again, the stark contrast of what actually happened in Lancaster, Pennsylvania versus the “New Normal,” which is what happened to and horribly afflicts Mrs. Jummai Nache and many others, provides your viewers with polar opposite approaches and polar opposite results . . .

Please feel free to contact me at any time,

Respectfully yours,

Paul V. Sheridan

Enclosure/Attachment

cc: Mr. Calvin Lapp (hard copy)  
Professor Steven Nolt (by email)

# Tab 5

1 December 2021

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

Oral Roberts University, President William Wilson letter to Paul V. Sheridan

27 June 2021

2 Pages



**ORU** | MAKE NO  
LITTLE PLANS  
HERE

June 27, 2021

Paul Sheridan  
President  
DDM Consulting  
22357 Columbia Street  
Dearborn, Michigan 48124-3431

Dear Mr. Sheridan,

Blessings and grace to you.

I have received your packet and auxiliary materials dated June 9, 2021. Thank you for your hard work in putting this together.

My prayers are with you and with our nation as we continue to move back to normal after the pandemic.

Sincerely,

William M. Wilson  
President

Dr. William M. Wilson | President

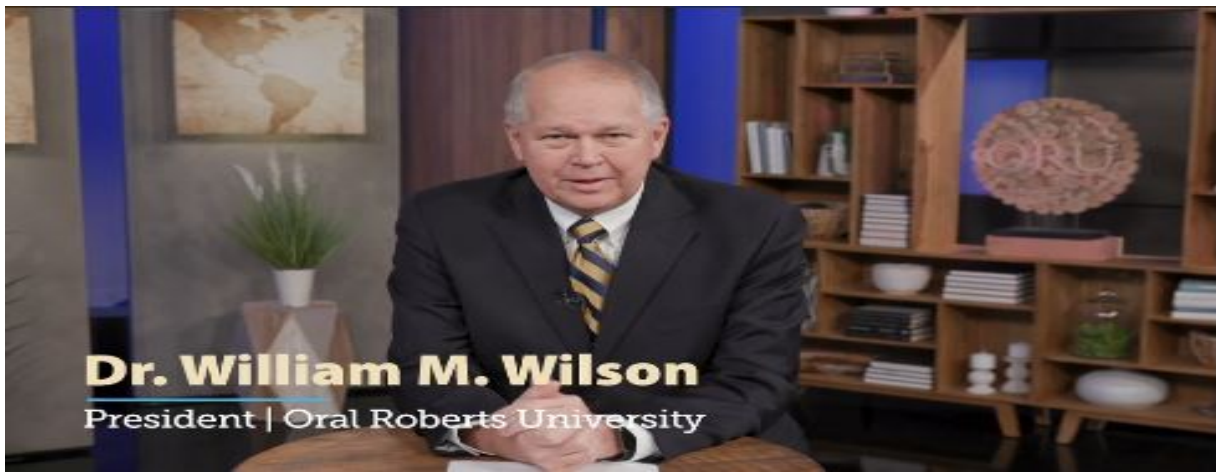
ORAL ROBERTS UNIVERSITY

7777 South Lewis Avenue, Tulsa, Oklahoma 74171 | 918.495.6175 | [www.oru.edu](http://www.oru.edu)

## DEVELOPING WHOLE LEADERS FOR THE WHOLE WORLD

# ORU HEALTH AND SAFETY INFORMATION

ORU President Dr. William Wilson announces a return to normal operations at ORU.



- ▶ Students will not be required to have a vaccination for COVID-19 in order to attend ORU this Fall. We have not been requiring, nor will we require, COVID-19 vaccinations of staff or faculty in order to serve or work at this university.
- ▶ Students will not be required to test for COVID-19 before entering the dorms.
- ▶ Masks will be optional in all campus venues and at all campus events. They will not be required anywhere on campus.
- ▶ Our cafeteria, food outlets, Chapel, classrooms and all departments will return to normal operations without social distancing. Classroom sizes will return to normal, and we will have normal student-faculty interactions.
- ▶ There will be no temperature checks and no check-in apps when you come onto campus this Fall.
- ▶ All residential classes will continue to be taught in-person, face-to-face and virtually.
- ▶ We will maintain quarantine and isolation space should we need them.
- ▶ Testing for COVID-19 and the influenza virus will be available to staff, faculty and students free of charge, allowing anyone who is symptomatic to be tested.
- ▶ We will maintain our hand sanitizing stations on campus to ensure good hygiene.





# END OF DOCUMENT

1 December 2021

The Honorable Mr. Eric Schmitt  
Attorney General of the State of Missouri  
207 West High Street  
Supreme Court Building  
Jefferson City, MO 65102  
573-751-3321

Subject 1: The Criminality of 'Liability Immunity' Status of Pfizer Incorporated, et al.

Subject 2: The Criminality of the FDA Emergency Use Authorization (EUA)

Subject 3: The Criminality of COVID-19 "vaccine" Mandates

Subject 4: The Globally Based Criminality of Mr. Albert Bourla, CEO of Pfizer, Inc.

Ref 1: STATE OF MISSOURI, et al., vs JOSEPH R. BIDEN, JR. (Case 4:21-cv-01329-MTS)

Ref 2: The Crimes Committed Against the Nache Family