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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10
11 SIMONE GOLD, M.D., both in her
individual capacity and as a director on
12 behalf of Free Speech Foundation d/b/a
America's Frontline Doctors, an Arizona
13 nonprofit corporation,

14 Plaintiff,

15 v.

16 JOSEPH "JOEY" GILBERT, an individual;
JURGEN MATTHESIUS, an individual;
17 RICHARD MACK, an individual; and
FREE SPEECH FOUNDATION d/b/a
18 AMERICA'S FRONTLINE DOCTORS, an
Arizona nonprofit corporation, in a
19 derivative capacity,

20 Defendants

21 And Related Counterclaims.

22 FREE SPEECH FOUNDATION d/b/a
AMERICA'S FRONTLINE DOCTORS,
23 an Arizona nonprofit corporation and
JOSEPH GILBERT,

24 Counter Plaintiffs,

25 SIMONE GOLD,

26 Counter Defendant.

Case No. CV2022-015525

**PLAINTIFF'S RESPONSE TO
DEFENDANTS' APPLICATION FOR
TEMPORARY RESTRAINING
ORDER AND PRELIMINARY
INJUNCTION**

Hearing Set: January 25, 2023 at 9:00 a.m.

(Assigned to Hon. Timothy J. Thomason)

1 Plaintiff Simone Gold hereby responds in opposition to the “Application for
2 Temporary Restraining Order and Preliminary Injunction”, filed by Defendants (the
3 “Motion”).¹ Many of the topics covered by the Motion overlap with Plaintiff Gold’s
4 Application for Preliminary Injunction (filed December 6, 2022), and the Verified
5 Complaint, which are incorporated herein by reference.

6 **I. INTRODUCTION AND ARGUMENT SUMMARY**

7 Inside the sliding scale for preliminary injunctions in Arizona, there are serious
8 questions about the Defendants’ wrongdoing and the need to remove them from
9 involvement in AFLDS as a nonprofit. They are self-dealing, abusing their positions, and
10 taking steps to dismantle a functioning organization by engaging in mass terminations.²
11 Defendants have also made some serious allegations against Dr. Gold, and trial on the
12 merits will likely be necessary to resolve both sides’ allegations.

13 In the meantime, when considering preliminary relief, the Court should prioritize
14 keeping AFLDS operating and alive as an entity while this dispute is pending. The
15 injunction requested by Defendants will radically alter the status quo by changing practical
16 control, and result in the firings of nearly all senior employees, and de facto firings or
17 nearly the entire operation. If Defendants are permitted to do this, it will be impossible to
18 fix many months from now when Dr. Gold prevails at trial. The harm will have been done.

19 The Court should keep the practical operation where it is and where it has always

20 ¹ Curiously, Defendants improperly assert that they are joined in the Motion by the
21 nominal defendant AFLDS. But the control of that company is at issue in this litigation.
22 Defendants should not be engaging in the pretense that the company joins them—or
23 spending corporate funds for a personal defense and claims—in this derivative litigation.
24 *See, e.g.*, Am. Jur. 2d Counterclaim, Recoupment, Etc. § 53 (“[A] corporation which is a
25 nominal defendant and against which no relief is asked is not an adverse party or a
26 defendant entitled to plead a counterclaim against a plaintiff stockholder seeking relief on
behalf of the corporation in a representative suit.”).

² Despite representations to the Court at the return hearing, Defendants did not pay
approximately 50 AFLDS workers in January. Defendants apparently only intended to
pay a handful of their friends, and not the dozens of people doing the actual work for
AFLDS.

1 been—under Dr. Gold’s direction. At most, the Motion is asking the Court to place Mr.
2 Gilbert’s newly-created shadow government into practical power.

3 Turning to the particular contents of the Motion, least six independent reasons why
4 it should be denied:

- 5 1. The Motion is riddled with falsehoods and deceptions that must not be
6 rewarded. The allegations related to alleged financial impropriety by Dr.
7 Gold are retaliatory and shockingly false: the Headquarters House, company
8 cars, and rental facilities at issue are all owned or leased *by AFLDS* and are
9 all used for company business, with the knowing consent of Mr. Gilbert and
10 the other directors. Mr. Gilbert himself has even used the Headquarters
11 House and cars. *Defendants knew all that but decided to not tell the Court.*³
- 12 2. The relief requested by the Motion would upend the status quo and harm
13 AFLDS. It should be axiomatic that, while a technical corporate control
14 dispute is pending, courts do not upend the ongoing enterprise. But that is
15 what Defendants ask for anyway. AFLDS’s ongoing business enterprise is
16 (and has always been) under Gold’s direction. But the Motion asks the Court
17 to upend the enterprise and hand it to someone who has already attempted
18 mass firings. A preliminary order destroying practical continuity would
19 harm AFLDS by dismantling the ongoing enterprise. Defendants are
20 unfamiliar with the actual operation have already missed payroll for
21 approximately 50 workers.
- 22 3. Defendants are not likely to prevail on their counterclaims. The
23 counterclaims were filed by Mr. Gilbert and his allies as retaliation against
24 Gold, who was seeking accountability for Mr. Gilbert’s financial
25 misdealing. In 2021, Mr. Gilbert—an attorney—convinced AFLDS to
26 deposit \$1.1 million dollars with his law firm without disclosing a conflict
of interest. This dispute only developed after (i) Gold demanded a return of
the money and (ii) Gold and AFLDS Executive Director Lisa Andrzejewski
confronted Mr. Gilbert about improper transfers of thousands of dollars to
himself. Rather than face scrutiny, Mr. Gilbert immediately tried to fire
Gold and Executive Director Lisa A Andrzejewski, and an independent
accounting firm, and then he launched this coup/retaliation attempt.⁴

22 ³ Defendants also failed to disclose these facts to a federal court in Florida before that action
23 was dismissed for lack of subject matter jurisdiction. The declarations attached to this
24 Response were also used in that Court for similar response purposes.

25 ⁴ Defendants have waited a long time to seek relief even before their original federal court
26 action and this action—they knew about the allegedly outrageous activities they now
complain about for months and months. That is because Gold’s ongoing leadership and
AFLDS’s Naples, Florida operation and expenses were all known and approved, until a
fictive narrative was needed to help Mr. Gilbert retaliate against Gold.

- 1 4. Dr. Gold has standing to bring both major claims in this matter. For the
2 judicial removal claim, Dr. Gold has standing as the founder and a member
3 of the AFLDS Board of Directors. While Defendants contend that Dr. Gold
4 resigned from the Board, that resignation was never effective because (i) it
5 was not made in writing, as required by the bylaws and Arizona law, and
6 (ii) the offered resignation was conditional on an agreement that never
7 occurred. A.R.S. § 10-3807(B) *specifically* allows a Director’s resignation
8 to be conditional on a later event: “A resignation is effective when the notice
9 is delivered unless the notice specifies a later effective date or event.”).
10 Independently, for the declaratory claim, Dr. Gold has the right to seek a
11 declaration that she is on the Board.
- 12 5. AFLDS is a nominal party that cannot bring counterclaims. Despite the fact
13 that this is a derivative action, Defendants purport to act on behalf of
14 AFLDS in bringing certain counterclaims. The Motion is *entirely* predicated
15 on AFLDS’ counterclaims. That is not proper in a derivative action and is
16 an unacceptable conflict of interest both by the Defendants and the law firms
17 involved. *See, e.g.,* Am. Jur. 2d Counterclaim, Recoupment, Etc. § 53 (“[A]
18 corporation which is a nominal defendant and against which no relief is
19 asked is not an adverse party or a defendant entitled to plead a counterclaim
20 against a plaintiff stockholder seeking relief on behalf of the corporation in
21 a representative suit.”). This justifies denying preliminary relief entirely.
- 22 6. Courts do not issue prior restraints on speech. Defendants’ ask for several
23 muzzlings of Dr. Gold via preliminary injunction, preventing her from
24 asserting her position and (allegedly) defaming Mr. Gilbert. But such
25 restraints violate the First Amendment.

26 Accordingly, the Defendants’ Motion should be denied. Instead, Dr. Gold’s
Application for Preliminary Injunction should be granted.

II. FACTUAL ISSUES

a. Formation and Purpose of AFLDS

Gold is both a medical doctor (an emergency physician) and a lawyer. She founded AFLDS as an Arizona nonprofit corporation in June 2020. [Decl. of Dr. Simone Gold (“Gold Decl.”), Exhibit 1 hereto, ¶ 2]. AFLDS’s mission and work includes advocating for medical and healthcare issues, combatting media censorship of medical-related information, and supporting medical freedom and civil liberties around healthcare issues. AFLDS offers an array of online content related to those issues, and more than 2,000 medical professionals are associated with AFLDS. [Gold Decl. ¶¶ 3, 7]. Since its

1 formation, AFLDS has been successful in raising funds for its mission and work,
2 predominantly though Gold’s efforts. [Gold Decl. ¶¶ 4-5]. Gold is the “face” of AFLDS.
3 She frequently engages in public speaking on topics related to AFLDS’s mission and
4 work. [Gold Decl. ¶¶ 8-9].

5 Gold currently manages nearly all of the AFLDS workers that participate in the
6 ongoing enterprise—a fact that the Motion does not contest. AFLDS has approximately
7 45 workers, and over 40 of them work at Dr. Gold’s direction. The vast majority of
8 AFLDS’s workers, who see themselves as “freedom fighters,” have indicated that they
9 remain working for AFLDS because of Gold’s connection to the organization. [Gold Decl.
10 ¶ 12].

11 **b. The Board of Directors of AFLDS**

12 In 2020, shortly after she founded AFLDS, Gold became a director, Chairman of
13 the Board, and President of the organization. Gold remains in those roles to this day,
14 though the issue is disputed. [Gold Decl. ¶ 13]. Plaintiff Joseph “Joey” Gilbert (“Gilbert”)
15 was appointed a director of AFLDS in or about March 2021. Richard Mack (“Mack”) and
16 Jurgen Matthesius (“Matthesius”) were added to the Board in or about December 2021.
17 [Gold Decl. ¶ 14]. As of early 2022, the Board of Directors for AFLDS consisted of Gold,
18 Gilbert, Landau, Mack, and Matthesius. [*Id.*].

19 **c. The Failed Agreement for Gold to Resign from the Board**

20 In early 2022, Gold considered the possibility of stepping down from her position
21 on the Board of Directors, in the interest of protecting the functionality of AFLDS
22 (including concerns that she had become a political target of third parties) and so that she
23 could continue her extraordinary contributions to AFLDS of visionary leadership and
24 increasing public support while simultaneously protecting other efforts, such as starting
25 healthcare clinics. [Gold Decl. ¶ 15].

26 As described in [Gold Decl. ¶¶ 15-19, the Gold and the other members of the Board
of Directors reached an agreement that Gold would resign from the Board of Directors in

1 exchange for an agreement regarding an ongoing arrangement, which included the
2 following major components: (i) Gold would have an ongoing consulting agreement with
3 AFLDS for monthly compensation, and (ii) AFLDS would provide Gold with a payment
4 for seed money to start certain healthcare clinics (collectively, the “Resignation
5 Agreement”). [Gold Decl. ¶¶ 16-17]. The Resignation was conditional on the terms of the
6 Resignation Agreement, which never occurred.

7 Further details of the Resignation Agreement are provided in the Verified
8 Complaint and Plaintiff’s Motion for Preliminary injunction, incorporated herein. As a
9 result, Gold remained on the Board of Directors. This fact was confirmed by the
10 subsequent conduct of the parties. For example, because the Resignation Agreement never
11 took effect, Gold never gave her resignation in writing, as required by Section 7.1 of
12 AFLDS’s bylaws. [Gold Decl. ¶ 25]. The fact that there is no written resignation is not
13 incidental. Gilbert requested multiple times from Gold to sign the resignation agreement
14 as late as June 2022, and Gold refused specifically because the Resignation Agreement
15 was not performed. And indeed, other than a brief absence during the summer of 2022,
16 Gold has continued to principally direct the operations of AFLDS, including since
17 February 2022, with the knowing consent of Defendants. [Gold Decl. ¶ 26].

17 **d. Gilbert’s Malfeasance**

18 In or around March 2021, Gilbert — an attorney practicing law in Nevada —
19 convinced Gold to deposit \$1.1 million in AFLDS funds into the trust account of his law
20 firm. [Gold Decl. ¶ 27]. In doing so, Gilbert failed to disclose the existence of an
21 unwaivable conflict of interest arising from the fact that he was being added to the Board
22 of Directors for AFLDS that same month. [Gold Decl. ¶ 28]. Since at least January 2022,
23 Gold has demanded that Gilbert return those funds to an AFLDS bank account. Gilbert
24 verbally agreed multiple times to return the money, but he never did so. [Gold Decl. ¶ 29].

25 Instead, Gilbert saw an opportunity to remove Gold, and potentially keep the
26 money, and hide other financial improprieties. In summer 2022, Gold spent 48 days
incarcerated on a misdemeanor trespassing charge related to being at the U.S. Capitol on

1 January 6, 2021. As Founder and President of AFLDS, Gold was an invited guest speaker,
2 alongside members of Congress. [Gold Decl. ¶ 30].

3 During Gold's short absence from AFLDS, she left various AFLDS personnel with
4 instructions about their roles and authority. The Executive Director, Lisa Andrzejewski,
5 was left in charge of the AFLDS organization. [Gold Decl. ¶ 31]. Gilbert began to overstep
6 his authority and to build a platform for a power grab during Gold's absence. [Gold Decl.
7 ¶ 32]. For example, in August 2022, and despite lacking authority, Gilbert purported to
8 fire two key AFLDS workers, National Director Alison Rockett and Creative Director
9 John Strand, as well as a consultant AFLDS had already hired and prepaid for six months'
10 work. [Gold Decl. ¶ 33].

11 Additionally, following her release in September 2022, Gold discovered that
12 Gilbert was engaging in malfeasance, including financial improprieties, related to
13 AFLDS. For example, Troy Brewer, a certified public accountant whose firm has provided
14 services to AFLDS for most of its existence, confirmed in October 2022 that Gilbert had,
15 since May 2022, taken at least \$5,000 per month (and up to \$10,000 per month) in AFLDS
16 funds and appropriated it for his personal use. [Gold Decl. ¶¶ 34-35; Declaration of Troy
17 Brewer ("Brewer Decl."), Exhibit 2 hereto, ¶¶ 12-13; Declaration of Lisa Andrzejewski
18 ("Andrzejewski Decl."), Exhibit 3 hereto, ¶¶ 13, 20]. Those withdrawals were completely
19 improper. [Gold Decl. ¶ 35].

20 Further, during Gold's incarceration, Gilbert forced Troy Brewer to pay \$12,000
21 per month to his personal campaign manager for his failed campaign for governor of
22 Nevada. But she was only a part time worker who had just started, and her salary was only
23 approved for \$3,000 per month. [Gold Decl. ¶ 37; Brewer Decl. ¶ 18; Andrzejewski Decl.
24 ¶¶ 14-21].

25 In October 2022, Gold reported Gilbert's malfeasance to the Board of Directors,
26 and AFLDS outside counsel Sally Wagenmaker. No actions were taken by those parties
to address the situation. [Gold Decl. ¶ 41].

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e. Gilbert’s Power Grab

As retaliation for Gold’s investigations of his malfeasance, and in an attempt to cover-up, obfuscate, and avoid responsibility for his wrongdoing, Gilbert attempted to seize control of AFLDS and launched a smear campaign against Gold. [Gold Decl. ¶ 42].

Further details about Gilbert’s power grab, and the threats and intimidation of AFLDS’s CPA, are provided in the Verified Complaint and Plaintiff’s Motion for Preliminary injunction, incorporated herein.

III. ARGUMENT

a. Defendants are retaliating against Dr. Gold.

Serious allegations of wrongdoing have been leveled against Dr. Gold. They are false. The ongoing AFLDS leadership dispute, and this lawsuit, is retaliation for Dr. Gold seeking accountability from Mr. Gilbert for his serious improprieties, and seeking to remove him from leadership.

So much of Defendants’ complaints in the motion are simply that Dr. Gold contends she is still President of the Board of Directors. Indeed, in describing the supposed wrongs that Defendants contend necessitate drastic preliminary relief here, Defendants spend three full pages of the Motion alleging individual instances where Gold held herself out as a Board member and President of AFLDS. [Mot. pp. 9-11]. But Gold *is* a Board member and President, and thus *none of that alleged conduct is improper*.

Another core falsehood in the Motion is the idea that Gold is suddenly trying to seize AFLDS—that is not true. Gold has operated AFLDS *at all relevant times*; the entity was even operated by the Executive Director, acting on Gold’s instructions, during Gold’s 48-day incarceration. Gold is simply trying beat back Mr. Gilbert’s improper (and failed) attempts to seize practical control.

For preliminary injunction purposes, the Court should focus on preserving the ongoing operation, and not the retaliatory counterclaims.

1 **b. Defendants, relying on stunningly false allegations, fail to meet the high**
2 **standard for a preliminary injunction.**

3 The Court is familiar with the Arizona’s preliminary injunction standard as
4 articulated in *Shoen*. The primary purpose of a preliminary injunction is to preserve the
5 status quo. *See Cracchiolo v. State*, 135 Ariz. 243, 247 (App. 1983). The movants in *Shoen*
6 were denied a preliminary injunction, notwithstanding their allegations of technical legal
7 control, because it would have changed the practical control of U-Haul. Critically,
8 determining what the status quo is (and whether it needs to be protected) is the practical
9 reality of corporate control, not solely alleged legal rights. *See Dominion Video Satellite,*
10 *Inc. v. EchoStar Satellite Corp.*, 269 F.3d 1149, 1155 (10th Cir. 2001) (“In determining
11 the status quo for preliminary injunctions, this court looks to the reality of the existing
12 status and relationship between the parties and not solely to the parties’ legal rights.”).
13 That concept also applies when someone purports to terminate someone like Dr. Gold.
14 *Dawson v. Superior Court*, 163 Ariz. 223, 226 (App. 1990) (“The ‘status quo’ . . . is
15 obviously the restoration or continuation of the employee’s status and treatment prior to a
16 retaliatory employment action.”).

16 Here, Defendants cannot establish any, let alone all, of the traditional requirements
17 to obtain a preliminary injunction.

18 **c. Defendants are not likely to prevail on the merits.**

19 **i. Threshold issues all favor Dr. Gold.**

20 There are two threshold issues: (i) Dr. Gold’s standing, and (ii) Defendants are
21 improperly purporting to bring claims on behalf of AFLDS.

22 **1. Gold has standing to seek declaratory judgment and has**
23 **derivative standing through her membership on the Board**
24 **of Directors.**

25 Gold has standing. Gold has brought two primary claims in this action: (1) a
26 declaratory claim, asking the Court to determine that Gold remains on the Board, and (2)
a claim for A.R.S. § 10-3810 judicial removal of Defendants as directors of AFLDS.

1 First, it should be undisputed that Gold has standing to bring her declaratory
2 claims. She contends that she remains President of the Board of Directors, and therefore
3 there is a dispute between her and the people who deny it. She thus has standing to seek a
4 declaration from this Court about her legal rights.

5 Second, Gold also has standing to pursue removal of the other members of the
6 Board of Directors. Members of the Board have that right under A.R.S. § 10-3810, and
7 she is the President of the Board of Directors. She therefore is fully entitled to bring a
8 derivative action to remove other directors.

9 Defendants' contention that Gold resigned are hotly disputed. While Gold offered
10 to resign, it was never effective because conditions were not met. The resignation was not
11 made in writing, as required by Section 7.1 of AFLDS's bylaws, and A.R.S. § 10-3807(A)
(requiring resignation to be in writing).

12 At the return hearing, the Court expressed some interest in the notion that a
13 resignation could be conditional. Resignations absolutely can be conditional: A.R.S. § 10-
14 3807(B) *specifically* allows a Director's resignation to be conditional on a later event: "A
15 resignation is effective when the notice is delivered unless the notice specifies a later
16 effective date or event." While Arizona courts do not appear to have squarely addressed
17 the issue, there is no question that resignations with conditions are broadly recognized.
18 *See, e.g., Bouchard v. Braidly Indus., Inc.*, 2020 WL 2036601, at *15 (Del. Ch. Apr. 28,
19 2020) (assessing a corporate director's conditional resignation in view of a voting
20 agreement); *Martin v. Med-Dev Corp.*, 2015 WL 6472597, at *10 (Del. Ch. Oct. 27, 2015)
21 (assessing a conditional resignation in the corporate context); *see also Vehicle/Vessel LLC*
22 *v. Whitman Cnty.*, 122 Wash. App. 770, 777–78 (2004) ("The terms of the resignation
23 indicate that it is an offer of a unilateral contract: a promise to do a certain thing (resign
24 his appointment) in the event the other party performs a certain act (appoints Ms. Brewster
25 as the replacement subagent)...Until the offeree accepts by performance, the offer of a
26 unilateral contract may be revoked by the offeror without adverse legal consequences...
Ms. Brewster was not appointed. Consequently, unless [Offeror] waived or modified his

1 offer, it was revoked due to nonperformance.”).

2 Here, Dr. Gold and the Defendants made an agreement with specific conditions—
3 the components of the Resignation Agreement. The essence of the Resignation Agreement
4 was Dr. Gold’s transition into a new role at AFLDS, and control potentially being changed
5 to Defendants *in exchange*. But because the elements of the Resignation Agreement never
6 occurred, no agreed or attempted resignation was ever effective.

7 **2. AFLDS is a nominal party and Defendants should not be
8 attempting to assert the entity’s counterclaims.**

8 The second threshold issues is the impropriety of Defendants purporting to be
9 AFLDS and bring counterclaims. AFLDS is only a nominal defendant in this derivative
10 action. The individual defendants should not be filing purported claims on its behalf, and
11 the company must abide by the rule of corporate neutrality. *See, e.g., Krakow Bus. Park*
12 *v. Locke Lord, LLP*, 135 F. Supp. 3d 770, 791 (N.D. Ill. 2015) (“In a shareholder's
13 derivative suit, the corporation generally cannot participate in the merits of the defense...
14 sometimes referred to as the rule of corporate neutrality, reflects the fact that in derivative
15 actions, the plaintiff stockholder is only a nominal plaintiff: the corporation, though named
16 in the complaint as a defendant, is the real party-in-interest.”); Am. Jur. 2d Counterclaim,
17 Recoupment, Etc. § 53 (“[A] corporation which is a nominal defendant and against which
18 no relief is asked is not an adverse party or a defendant entitled to plead a counterclaim
19 against a plaintiff stockholder seeking relief on behalf of the corporation in a
20 representative suit.”); 13 Fletcher Cyc. Corp. § 6025 (“Dual representation of the
21 corporation and individual defendants in a derivative proceeding that asserts a claim of
22 serious wrongdoing by those in control of the corporation is considered improper because
23 a potential conflict of interest exists between counsel’s duty to the corporate entity and
24 counsel’s relationship with the individual defendants.”).

24 **ii. The allegations of impropriety made against Dr. Gold are false.**

25 It is important to emphasize that he Motion is riddled with falsehoods and
26 deceptions regarding that must not be rewarded. The allegations related to alleged

1 financial impropriety (Motion pp. 4-5) focus on two houses, three vehicles, certain
2 expenses, and travel expenses. All allegations are false or deceptively omit key
3 information:

- 4 • Defendants knew when they filed the Motion that the Headquarters House—
5 falsely painted as some kind of fraudulent purchase—was specifically
6 approved by the Board of Directors. [Gold Decl. ¶¶ 49, 51-53; Brewer Decl.
7 ¶ 20; AFLDS Meeting Minutes Approving Headquarters House Purchase,
8 Exhibit 4 hereto]. Mr. Gilbert has himself used and stayed at the
9 Headquarters House when visiting Naples, Florida on AFLDS business.
- 10 • Defendants knew when they filed the Motion that the Headquarters House
11 was purchased *by AFLDS* through a wholly-owned subsidiary, Naples
12 Freedom Headquarters, LLC, a Florida company.⁵ [Gold Decl. ¶¶ 52-53;
13 Operating Agreement (unsigned), Exhibit 5 hereto; Declaration of George
14 Wentz (“Wentz Decl.”), Exhibit 6 hereto, ¶¶ 7-8; Warranty Deed for
15 Headquarters House, Exhibit 7 hereto].
- 16 • AFLDS and Joseph Gilbert knew of and approved the house purchase
17 through Naples Freedom Headquarters LLC. [Gold Decl. ¶¶ 49, 51].
18 AFLDS’s general counsel arranged formation of the entity that was the
19 purchaser. [Gold Decl. ¶ 53]. The purchaser’s address on the house Deed
20 was Joseph Gilbert’s law firm address in Reno, Nevada.⁶ [*Id.*].
- 21 • The three vehicles in Naples, Florida are owned by AFLDS and are used for
22 business purposes to support the AFLDS campus there, and for AFLDS-
23 related travel. Gold uses the sprinter van as she travels for AFLDS-related
24 speaking engagements—logging over 50,000 miles in the time it has been
25 owned. [Gold Decl. ¶ 55]. This was known to Defendants when they filed
the Motion—Mr. Gilbert himself has used the company vehicles when in
Naples, Florida on AFLDS business. [*Id.*].
- The allegations about improper expenses are simply false. AFLDS has paid
workers and to support its Naples, Florida company campus. They are not
personal expenses. AJ Andrzejewski is not a personal security guard; he was
hired *by AFLDS* as its Director of Security, Logistics, and Procurement.
[Gold Decl. ¶¶ 56-57].
- AFLDS has incurred travel and other expenses to support Gold’s speaking
and fundraising trips, which are vital to the organization. AFLDS has
incurred further expense to support the AFLDS campus in Naples, Florida.
Each expense was proper and in furtherance of company business. [Gold

26 ⁵ AFLDS is the sole member of Naples Freedom Headquarters, LLC.

⁶ 405 Marsh Avenue, Reno, NV 89509.

1 Decl. ¶¶ 58-59]. The allegations of personal expenses on the credit cards are
2 false—not once has Defendants even looked into the specifics of the credit
3 card charges. Instead, they ham-handedly accuse Dr. Gold of malfeasance
4 without even the semblance of fairness.

5 Defendants have not met their burden of showing likelihood of success as to any
6 of the 11 specific causes of action raised in the Motion.

7 We turn now to the specific legal claims underpinning the Motion:⁷

8 First, “AFLDS”⁸ has essentially zero likelihood of success on its fraud claims
9 because (i) Gold’s representations about her leadership role are true, (ii) she reasonably
10 believes them in light of her legal claims against Gilbert, and (iii) all of Gold’s expenses
11 were legitimate in the pursuit of legitimate AFLDS business. The Motion does not legally
12 analyze the legitimacy of Gold’s representations, or substantially address her legal
13 position about her roles at AFLDS. In any case, this claim can be completely resolved by
14 money damages.

15 Second, “AFLDS” has essentially zero likelihood of success on its conversion
16 claim because Gold’s stewardship of AFLDS is not wrongful—it is being done under a
17 claim of right while the leadership issue is disputed. As for the allegations that Gold used
18 AFLDS funds to purchase the Headquarters House and vehicles, this cannot support a
19 conversion claim because the funds were not *taken from* AFLDS—*AFLDS* purchased the
20 assets, *AFLDS* exchanged the funds for valuable assets (which it now owns), and *AFLDS*
21 *and Gilbert* both participated in and authorized the purchases.⁹ In any case, this claim can
22 be completely resolved by money damages.

23 Third, Plaintiff has a very limited likelihood of success on its breach of fiduciary

24 ⁷ The Motion only cites five counterclaims as supporting the relief it requests. Motin at p.
25 12. It does not assert or analyze several other counterclaims as a basis for preliminary
26 relief, and accordingly they are not addressed here.

⁸ Again, Gold disputes that AFLDS is properly a counterplaintiff here; Gilbert lacks the
authority to bring claims *as AFLDS*, and it is improper in a derivative action.

⁹ Indeed, even if there were a legal claim, Defendants would likely be barred from bringing
it because they are *in pari delicto*—AFLDS and Gilbert participated in and authorized the
real estate and vehicle purchases.

1 duty and tortious interference claims because Gold’s stewardship of AFLDS and her
2 interactions with AFLDS business affiliates is not wrongful—it is being done under a
3 claim of right while the leadership issue is disputed. Again, Defendants omit any analysis
4 of the likelihood of success on *that underlying issue*. And, in any case, these claims can
5 be completely resolved by money damages.

6 Fourth, Gilbert’s defamation claim should not have been included in the Motion.
7 Courts rarely issue prior restraints on speech. *Organization for a Better Austin v. Keefe*,
8 402 U.S. 415 (1971) (“Any prior restraint on expression comes to this Court with a heavy
9 presumption against its constitutional validity.”).¹⁰ Most of the alleged defamation is
10 simply Gold expressing her position on the AFLDS leadership dispute anyway.
11 Regardless, Gold’s alleged defamation is believed by her to be true, is true to the best of
12 her knowledge, and could be resolved by money damages. It is completely unfit for
13 preliminary relief.

14 The only articulated claim potentially ripe for preliminary injunction determination
15 is Defendants’ declaratory judgment counterclaim (Count I), which seeks to sort out
16 AFLDS’s leadership. But the Motion does not even mention that claim a single time!
17 Defendants have not sought or analyzed injunctive relief in relation to that claim, and
18 accordingly it cannot support preliminary relief.

19 The Motion fails to substantially fails to tie Defendants’ actual legal claims to the
20 broad injunctive relief they seek or the harms they allege—have not come anywhere close
21 to meeting their burden of showing likelihood of success on the merits. This is an
22 independent reason that the Motion should be denied.

23
24 ¹⁰ This Court is not likely to be tempted by a prior restraint on allegedly defamatory
25 speech, but it is important to emphasize that the rule is deeply ingrained in American law.
26 *See, e.g.*, Right of Publicity and Privacy § 11:24 (2d ed.) (“One well-known aspect of the
prior restraint doctrine is embodied in the rule that equity will not enjoin the impending
publication of matter allegedly defamatory of the personal reputation of plaintiff. This is
embodied in the maxim that ‘Equity will not enjoin a libel.’”).

1 **d. Defendants will not suffer irreparable harm if the injunction is not**
2 **issued; AFLDS will only be harmed if it is issued.**

3 Even if Defendants could demonstrate a likelihood of success (which, thus far, they
4 have not), they must still “show a possibility of irreparable injury ‘not remediable by
5 damages.’” *IB Prop. Holdings, LLC v. Rancho Del Mar Apartments*, 228 Ariz. 61, 65, ¶
6 10 (App. 2011). Irreparable harm must be demonstrated, it cannot be presumed. *See id.*

7 First, Defendants have not proven actual harm. It is not sufficient for a plaintiff to
8 merely show economic harm; “the key word in this consideration is irreparable.” *Baker v.*
9 *School Bd. Of Marion County, Fla.*, 487 F. Supp. 380, 384 (M.D. Fla. 1980).

10 Second, the relief requested by the Motion would create harm by upending the
11 status quo and damaging AFLDS as an ongoing concern. It should be axiomatic that, while
12 a technical corporate control dispute is pending, courts do not upend the ongoing
13 enterprise. *See Sovereign Order of Saint John of Jerusalem-Knights of Malta v. Messineo*,
14 572 F. Supp. 983, 988 (D.C. Pa. 1983) (denying a preliminary injunction because “the
15 plaintiff seeks to alter the status quo . . . an order enjoining the defendants from carrying
16 on the business of the corporation, an activity they have been collectively carrying on
17 since 1980”).¹¹

18 Gold has been operating AFLDS since its inception. She did not suddenly try to
19 take over the entity, as the Motion contends. Even during her 48-day incarceration, the
20 Executive Director of AFLDS acted at Gold’s direction. What actually happened was that
21 Gold discovered Mr. Gilbert’s financial improprieties, and thereafter resisted *his* failed
22 coup attempt, and is now subject to this retaliation.

23 Granting the Defendants’ requests would *disrupt* the status quo and harm

24 ¹¹ *Messineo* is analogous to the dispute here. 572 F. Supp. at 984 (“This action involves a
25 complex dispute among many parties over the control of a non-profit. . . . Plaintiff seeks
26 to enjoin the defendants from continuing to represent themselves as directors or members
 of the corporation, from using the corporation’s registered marks, from soliciting or
 accepting contributions on behalf of the corporation and order, and from carrying on
 corporate business in any way.”).

1 AFLDS.¹² AFLDS’s ongoing business enterprise has dozens of workers acting at Gold’s
2 direction, and it continues to operate just fine—the house is in order and functioning.
3 Gilbert has purported to fire six AFLDS directors and threatened to fire four more—that
4 is 10 of 11. He now asks the Court to endorse this corporate arson, on a preliminary basis,
5 and help him shred AFLDS as an ongoing concern.

6 The practical reality—the status quo—is that Gold has been the top decision-
7 maker, media “talent,” and operator of AFLDS since its inception; she is the signatory on
8 all financial accounts (and has been at all relevant times); and AFLDS workers follow her
9 leadership. A preliminary order destroying this continuity would harm AFLDS by
10 dismantling the ongoing enterprise.

11 Defendants simply fail to deal with this reality—they hide behind a fictive narrative
12 of technical control. But inconvenient facts cannot be wished away.

13 **e. The balance of the hardships weighs against the injunction sought by
14 Defendants.**

15 Defendants must also establish that the injury of failing to impose their requested
16 injunction outweighs the harms that would be caused by entering the injunction. *See Smith*
17 *v. Ariz. Citizens Clean Elections Comm’n*, 212 Ariz. 407, 410, ¶ 10 (2006) (discussing
18 the balance of the hardships on a sliding scale).

19 Defendants give short shrift to the hardships. Motion mostly recites a “probability
20 of success” argument, again repeating the contention that Dr. Gold has no position at
21 AFLDS.

22 The actual balance of the hardships weighs strongly against entering Defendants’
23 proposed injunction. The narrative of harms alleged in the Motion is false.

24 In support of this factor of the analysis, Defendants assert that irreparable harm will
25 result if Gold is not enjoined because (they allege), she is continuing to operate AFLDS,
26 “employees are leaving,” and donors are being inhibited. Yes, Gold is continuing to

¹² The Court is faced with the oddity that Plaintiff Gold is trying to protect AFLDS, a nominal defendant and purported counterplaintiff, from being torn apart by a malfasant director (Gilbert).

1 operate AFLDS—as she always has done—but that is in the organization’s best interests,
2 or at least debatably so. AFLDS has flourished under Gold’s stewardship [Gold Decl. ¶¶
3 2-12]; Defendants have not shown otherwise. Gold has continued to faithfully operate
4 AFLDS’s large operation, and raise funds, even while suffering Mr. Gilbert’s abuse and
5 defamation in the time since a dispute developed.

6 The other allegations of “harm” are factually misleading and false. Gilbert and his
7 cohorts, not Gold, are the ones attempting to drive employees away—Gilbert is attempting
8 to fire most AFLDS directors and workers. Gold is the one ensuring that the organization
9 keeps operating, notwithstanding the purported firings. [See generally Gold Decl.;
10 Andrzejewski Decl. ¶ 27]. As for the donors, they only come to AFLDS in the first place
11 because of Gold. Gold personally generated approximately 95% of donations to AFLDS.
12 [Gold Decl. ¶ 5]. Harm to AFLDS will result if she is *prevented* from communicating with
13 donors, not the other way around.

14 In short, Defendants will suffer no irreparable harm of any consequence if their
15 injunction is denied. In contrast, if the injunction is entered, Gold *and AFLDS* will suffer
16 serious, irreparable harm. This factor strongly weighs against an injunction.

17 **f. Issuing the injunction would be adverse the public interest.**

18 Lastly, the public interest prong of *Shoen* focuses on the effect on third parties and
19 the larger public. Here, granting the injunction will harm donors and the public by
20 derailing AFLDS and its non-profit mission. Though not predominant in the analysis, this
21 factor, too, weighs against an injunction.

22 **IV. Conclusion**

23 For each of these reasons, the Motion should be denied in its entirety.
24
25
26

EXHIBIT 1

DECLARATION OF DR. SIMONE GOLD

Dr. Simone Gold, under penalty of perjury, declares:

1. I have personal knowledge of the facts set forth in this Declaration.

2. I am both a medical doctor (an emergency physician) and a lawyer. I founded Free Speech Foundation d/b/a America's Frontline Doctors ("AFLDS") as an Arizona nonprofit corporation in June 2020.

3. AFLDS's mission and work includes advocating for medical and healthcare issues, combatting media censorship of medical-related information, and supporting medical freedom and civil liberties around healthcare issues. AFLDS offers an array of online content related to those issues.

4. Since its formation, AFLDS has been successful in raising funds for its mission and work. I, in particular, have assisted in raising more than \$25 million in donations for the organization since its formation.

5. I have personally been responsible for approximately 95% of donations to AFLDS.

6. Of note, my personal earnings from AFLDS have been less than 3% of what I have brought into the organization.

7. Due to my efforts, the nonprofit has had measurable success and prominence since its formation. More than 2,000 medical professionals have associated with AFLDS, referring to themselves as "America's Frontline Doctors." AFLDS has amassed more than 1 million subscribers to its online content.

8. I have been instrumental in this success. AFLDS's success is built on my personality.

9. I rose to public prominence in 2020 as a critic of aspects of the response to the COVID-19 pandemic. I am the "face" of AFLDS. I frequently engage in public speaking on topics related to AFLDS's mission and work.

1 10. Multiple substantial donors to AFLDS, including one who donated \$5
2 million to AFLDS in August 2022 and one who has donated \$500,000 since 2020, have
3 expressed that they gave to AFLDS because I was (and am) at the helm of the organization.

4 11. Furthermore, most of the medical professionals associated with AFLDS,
5 including AFLDS’s physician liaison and physician pilot liaison, have expressed that they
6 associated with AFLDS, and remain associated with AFLDS, because of my connection
7 to the organization.

8 12. The vast majority of AFLDS’s workers, who see themselves as “freedom
9 fighters,” have likewise indicated that they remain working for AFLDS because of my
10 connection to the organization.

11 13. In 2020, shortly after I founded AFLDS, I was appointed as a director,
12 Chairman of the Board, and President of the organization. I remain in those roles to this
13 day.

14 14. In addition to me, AFLDS has had other Board members over time. For
15 example, Amy Landau was appointed a director of AFLDS in or about September 2020.
16 Joseph “Joey” Gilbert (“Gilbert”) was appointed a director of AFLDS in or about March
17 2021. Richard Mack (“Mack”) and Jurgen Matthesius (“Matthesius”) were added to the
18 Board in or about December 2021.

19 15. In early 2022, I considered the possibility of stepping down from my
20 position on the Board of Directors, in the interest of protecting the functionality of AFLDS
21 (including concerns that I had become a political target of third parties) and so that I could
22 continue my extraordinary contributions to AFLDS of visionary leadership and increasing
23 public support while simultaneously protecting other efforts, such as starting healthcare
24 clinics.

25 16. My attorney, George Wentz, negotiated on my behalf with the other
26 members of the Board of Directors to reach an agreement for me to leave the Board in

1 exchange for a set of promises, including valuable consideration.

2 17. In or around February 2022, the other members of the Board of Directors
3 and I reached an agreement that I would resign from the Board of Directors in exchange
4 for an agreement regarding an ongoing arrangement, which included the following major
5 components: (i) I would have an ongoing consulting agreement with AFLDS for monthly
6 compensation, and (ii) AFLDS would provide me with a payment for seed money to start
7 certain healthcare clinics (collectively, the “Resignation Agreement”).

8 18. Under the Resignation Agreement, which was made between me and the
9 other members of the Board of Directors, my resignation was conditioned on the
10 occurrence of the seed payment and the consulting agreement (and payments thereunder).

11 19. At a meeting of the Board of Directors on or about February 2, 2022, I orally
12 offered my resignation, performing my obligations under the Resignation Agreement. The
13 other members of the Board of Directors and I (through counsel) negotiated and agreed
14 that the seed money payment would be \$1.5 million and that my compensation for the
15 consulting agreement would be \$50,000 per month, plus an allowance for residence in
16 AFLDS-owned property.

17 20. Despite these agreements, the other members of the Board of Directors
18 (Gilbert, Mack, and Matthesius) never performed. No portion of the seed payment was
19 ever paid to me, and the consulting agreement was never executed.

20 21. The seed payment and the consulting agreement were material terms of the
21 Resignation Agreement. The seed payment and the consulting agreement were both
22 conditions precedent to my resignation taking effect.

23 22. Because the seed payment (a condition) and the consulting agreement (a
24 condition) never occurred, the Resignation Agreement never took effect. Specifically, my
25 offered resignation from the Board never took effect.

26 23. Additionally or in the alternative, the cash payment, consulting agreement,

1 and consulting compensation were the other Board members' performance under the
2 Resignation Agreement. Because a substantial part of that performance (the seed payment)
3 never occurred, I was entitled to, and did, rescind the Resignation Agreement, returning
4 the parties to the status quo before the agreement was formed — in other words, with me
5 on the Board and President.

6 24. As a result, I remained (and, as of the date of this Declaration, remain) a
7 member (and Chairman) of the Board of Directors of AFLDS, as well as President of the
8 organization.

9 25. Because the Resignation Agreement never took effect and/or was never
10 fully performed, I never gave my resignation in writing, as required by Section 7.1 of
11 AFLDS's bylaws.

12 26. Other than a brief absence during the summer of 2022, I have continued to
13 principally direct the operations of AFLDS, including since February 2022, with the
14 knowing consent of Gilbert, Mack, and Matthesius.

15 27. In or around March 2021, Gilbert — an attorney practicing law in Nevada
16 — convinced me to deposit \$1.1 million in AFLDS funds into the trust account of his law
17 firm.

18 28. In doing so, Gilbert failed to disclose the existence of an unwaivable conflict
19 of interest arising from the fact that he was being added to the Board of Directors for
20 AFLDS that same month.

21 29. Since at least January 2022, I have demanded that Gilbert return those funds
22 to an AFLDS bank account. Gilbert verbally agreed multiple times to return the \$1.1
23 million to an AFLDS bank account, but he never did so.

24 30. In summer 2022, I spent 48 days incarcerated on a misdemeanor trespassing
25 charge related to being at the U.S. Capitol on January 6, 2021. As Founder and President
26 of AFLDS, I was an invited guest speaker that day, alongside newly elected members of

1 Congress.

2 31. During my short absence from AFLDS, I left various AFLDS personnel
3 with instructions about their roles and authority. The Executive Director, Lisa
4 Andrzejewski, was in charge of the AFLDS organization. Gilbert's role during that period
5 was to facilitate an internal financial auditor hired by me for AFLDS.

6 32. Gilbert began to overstep his authority and to build a platform for a power
7 grab during my absence.

8 33. In July and August 2022, beginning within two days of my absence, Gilbert
9 purported to fire two key AFLDS workers, National Director Alison Rockett and Creative
10 Director John Strand, as well as a consultant AFLDS had contracted with and prepaid for
11 six months of work. Gilbert had no authority to hire or fire any AFLDS workers, and, as
12 such, had no authority to fire Alison Rockett, John Strand, or the consultant.

13 34. Following my release in September 2022, I discovered that Gilbert was
14 engaging in malfeasance, including financial improprieties, related to AFLDS.

15 35. Troy Brewer, a certified public accountant whose firm has provided services
16 to AFLDS for most of its existence, confirmed to me in October 2022 that Gilbert had,
17 since May 2022, taken at least \$5,000 per month (and up to \$10,000 per month) in AFLDS
18 funds and appropriated it for his personal use. Those withdrawals of company funds were
19 not recorded on the company's books and were not authorized by the Board of Directors
20 or any individual with the authority to authorize them. These amounts were on top of a
21 salary of \$15,000 per month being paid to Gilbert.

22 36. The full extent of Gilbert's financial malfeasance, including the full extent
23 of funds he improperly appropriated from AFLDS, is not yet known to me.

24 37. A few days prior to my incarceration, Gilbert recommended that I, on behalf
25 of AFLDS, hire Andrea Wexelblatt, his personal campaign manager for his failed primary
26 campaign for governor of Nevada, as a media manager. I approved the hire, and

1 Wexelblatt was hired in a part-time role for \$3,000 per month. During my absence,
2 however, Gilbert improperly, and without authority, caused AFLDS's accountant to pay
3 Wexelblatt \$12,000 per month, even though she only worked part time.

4 38. Also a few days prior to my incarceration, Gilbert recommended that I, on
5 behalf of AFLDS, hire a specific videography company. I approved the hire.

6 39. In that recommendation and hiring process, Gilbert failed to disclose that
7 the videography company was owned by Wexelblatt, presenting a conflict of interest for
8 both Wexelblatt and Gilbert.

9 40. Gilbert has, for months, substantially failed to perform services for AFLDS,
10 despite drawing a salary (and taking the additional unauthorized amounts on top of that).
11 During 2021 and 2022, Gilbert has been primarily focused on his outside activities, rather
12 than AFLDS's operations. Gilbert has a law practice in Reno, Nevada; he conducted an
13 unsuccessful primary campaign for Nevada governor spanning 2021 and 2022; and he
14 challenged the results of the June 2022 Nevada primary election in a lawsuit that was
15 found to be frivolous and resulted in a sanctions ruling against Gilbert. While focused on
16 those activities, Gilbert substantially failed to attend AFLDS meetings, perform research
17 or writing for AFLDS, oversee the business of AFLDS, oversee the financial audit of
18 AFLDS, or otherwise benefit AFLDS.

19 41. In October 2022, I reported Gilbert's malfeasance to the Board of Directors,
20 AFLDS general counsel Adam Fulton, and AFLDS outside counsel Sally Wagenmaker.
21 No actions were taken by those parties to address the situation.

22 42. Gilbert then attempted to seize control of AFLDS and launched a smear
23 campaign against me.

24 43. Gilbert falsely announced to AFLDS employees that I purportedly was no
25 longer in charge at the company.

26 44. Gilbert then attempted to dismantle the company. He did not have

1 operational authority to fire anyone at AFLDS, either as a Board member or as “Strategy
2 Director” — that authority is reserved to the Executive Director and President of AFLDS.

3 45. In October 2022, Gilbert, without cause or authority, purported to fire
4 Executive Director Lisa Andrzejewski, shortly after she confronted him about his financial
5 improprieties. In late October, Gilbert, without cause or authority, purported to fire me
6 and turned off my access to AFLDS emails.

7 46. Also in October, Gilbert began threatening AFLDS employees that he would
8 cut their pay or fire them — actions he was not authorized to take.

9 47. Gilbert also fabricated allegations that I had acted improperly, which he then
10 spread to AFLDS employees, lawyers, and the community, including through social
11 media. Gilbert told these allegations to the other two Board members, Mack and
12 Matthesius, who did not do their own due diligence to confirm or deny the accuracy of
13 Gilbert’s allegations.

14 48. For example, Gilbert has alleged that I improperly used company resources
15 by purchasing a house in the company’s name. Gilbert has publicly stated that neither he
16 personally nor the Board knew about “my” purchase of the house. In reality, the house
17 was properly purchased by the company for company purposes — with Gilbert’s
18 knowledge, participation, and approval — and I was permitted to live and conduct
19 business meetings and publicity in the house because of the inseparable relationship
20 between my public image and AFLDS’s success.

21 49. AFLDS purchased a house on Myrtle Road in Naples, Florida to use as its
22 headquarters (the “Headquarters House”). AFLDS and its Board of Directors participated
23 in, and consented to, the purchase of the Headquarters house. On or about January 3, 2022,
24 the purchase of the Headquarters House by AFLDS (through its wholly-owned subsidiary
25 Naples Freedom Headquarters, LLC) closed.

26 50. Around the same time, the Board of Directors approved the lease of a

1 property in Naples, Florida located at 799 104th Ave N, Naples, FL 34108, to be a
2 dedicated workplace. This house is referred to, within AFLDS, as the “Team House.” It is
3 where officers and directors frequently make decisions, and where many workers conduct
4 their day-today work.

5 51. Gilbert knew of, and approved, the purchase of the Headquarters House and
6 the lease of the Team House. Gilbert was personally involved in the months-long purchase
7 process. The house was jointly identified for purchase by then-Board member Amy
8 Landau and myself, with the knowledge and approval of Gilbert (the only other Board
9 member at that time). I did not see the house prior to its purchase, as the purchase itself
10 was arranged by AFLDS workers.

11 52. AFLDS owns the Headquarters House through a wholly-owned subsidiary,
12 Naples Freedom Headquarters, LLC, a Florida company. I do not personally own the
13 Headquarters House, nor have I ever owned it. AFLDS and Gilbert knew of and approved
14 of AFLDS purchasing the Headquarters House through Naples Freedom Headquarters,
15 LLC.

16 53. Naples Freedom Headquarters LLC was formed by AFLDS’s General
17 Counsel Thomas Gennaro. The purchase of the Headquarters House was arranged and
18 supervised by Thomas Gennaro, the then-General Counsel of AFLDS (and a college
19 fraternity brother of Joseph Gilbert, who uses an email address from Mr. Gilbert’s law
20 offices, Thomas@joeygilbertlaw.com), and participants in the process included at least
21 three other attorneys working for AFLDS (Gilbert, Royce Hood, and Michael Gentzle),
22 as well as other AFLDS staff including the Financial Director and Director of Security.
23 The purchaser’s address on the Deed for the Headquarters House was Gilbert’s law firm
24 address in Reno Nevada. All payments for the Headquarters House were arranged by
25 AFLDS CPA and treasurer Troy Brewer.

26 54. As part of my compensation for my work for AFLDS, I was provided with

1 living space in the Headquarters House. This was, in part, due to the fact that vital
2 fundraising, business meeting, and media events occurred at the Headquarters House, and
3 I am (and have always been) integral to those efforts.

4 55. Gilbert has also alleged that I improperly used AFLDS funds to purchase
5 vehicles, including a Mercedes Benz Sprinter van, a Hyundai Genesis, and a GMC Denali.
6 This is also false. Naples Freedom Headquarters LLC owns each of those vehicles; they
7 are used for AFLDS business purposes, including traveling for my frequent speaking
8 engagements and supporting the AFLDS campus in Naples, Florida. The Sprinter van, in
9 particular, is used for my nationwide travel for AFLDS-related speaking engagements; it
10 has logged more than 50,000 miles in the time it has been owned (with travel to 38 states,
11 and 57 cities/towns). Gilbert: knew about and supported the purchase of the vehicles by
12 Naples Freedom Headquarters LLC; knew at all relevant times about the business
13 purposes the vehicles are used for; and has himself used the vehicles when in Naples,
14 Florida on AFLDS business.

15 56. Gilbert has also alleged that I have used AFLDS funds to pay for a personal
16 security guard. Not true. AJ Andrzejewski is the Security-Logistics-Procurement Director
17 for AFLDS and provides services to AFLDS.

18 57. Gilbert has also alleged that I have improperly used AFLDS funds to pay
19 for a “personal” housekeeper. Not true. AFLDS funds have been used to maintain AFLDS
20 real estate.

21 58. Gilbert has also alleged that I have charged \$50,000 per month in personal
22 expenses to AFLDS credit cards. This is false. I have used AFLDS credit cards for
23 legitimate business expenses. Gilbert has not identified the alleged personal expenses
24 despite the fact that months have passed since when he claims to have initiated an audit.

25 59. Gilbert has also alleged that I have improperly used AFLDS funds for travel.
26 Not true — AFLDS has paid for my travel when I have been traveling for AFLDS business

1 purposes. Such travel is arranged and encouraged by AFLDS, as speaking to the public in
2 person is one of the preconditions to keeping AFLDS financially solvent As a result of
3 Gilbert’s unauthorized actions and attempt to seize control of AFLDS, I terminated Gilbert
4 as an employee of AFLDS (“Strategy Director”) on or about October 31, 2022. Gilbert
5 has not recognized that termination and purports to still hold both a position with and
6 control of AFLDS.

7 60. I rescinded the Resignation Agreement. On October 31, 2022, I sent a
8 rescission notice to Gilbert, Mack, and Matthesius, a true and correct copy of which is
9 attached as Exhibit A hereto, entitled “Nullification of Failed and Forfeited Consultant
10 Contract, Clarification of Proper BOD.” That notice stated “I am, and continue to be, the
11 President and Chairman of the Board” of AFLDS because the consulting agreement
12 required by the Resignation Agreement “was never fully executed nor fully performed,”
13 “the signing bonus [seed money] agreed upon has never been paid,” and “the consideration
14 I was promised, and I detrimentally relied on, in exchange for my departing from the
15 Board, was not performed.” On November 1, 2022, I sent a letter to AFLDS workers, a
16 true and correct copy of which is attached as Exhibit B hereto, that confirmed my ongoing
17 status as Board member and President because “the proposed contract [for her resignation]
18 was never fulfilled.” Also on November 1, 2022, I sent a letter to former AFLDS attorney
19 Sally Wagenmaker, a true and correct copy of which is attached as Exhibit C hereto, that
20 notified Ms. Wagenmaker of the rescission notice sent to Gilbert, Mack, and Matthesius
21 and confirmed that I remained a Board member and President because the consulting
22 agreement was never executed and the seed money was never paid.

23 61. On or about November 7, 2022, Gilbert, with no authority or cause,
24 purported to fire Operations Director Sarah Denis, Security-Logistics-Procurement
25 Director AJ Andrzejewski, and Communications Director Lisa Alexander.

26 62. AFLDS has a total of 11 director-level positions, in addition to the President:

1 Executive Director, National Director, Medical Director, Communications Director,
2 Creative Director, Security-Logistics-Procurement Director, IT Director, Operations
3 Director, Social Media Director, Legal Director, and News Director. Gilbert purports to
4 have fired six of those 11 directors and has threatened to fire four others — in other words,
5 almost all of the directors.

6 63. Recently, I learned that, of \$1.1 million of AFLDS funds Gilbert refused to
7 return to AFLDS, Gilbert may have inappropriately transferred some or all to Sally
8 Wagenmaker's and Kellye Fabian Story's firm, to fund litigation Gilbert has brought
9 against me in Florida.

10 64. On November 21, 2022, AFLDS's CPA, Troy Brewer, requested that
11 Gilbert return the \$1.1 million of AFLDS funds. Gilbert did not do so.

12 65. I have learned that, on November 22, 2022 and November 29, 2022, Sally
13 Wagenmaker, a former lawyer for AFLDS, sent threatening communications to Mr.
14 Brewer that, among other things, demanded that Mr. Brewer not authorize payroll for five
15 employees Gilbert had purported to fire — despite the fact that those individuals have
16 continued to perform their duties for AFLDS.

17 66. I have also learned that, on November 30, 2022, Mack, a former sheriff with
18 continued connections in law enforcement, sent Mr. Brewer a text message in which he
19 threatened to file a police report and potentially have Mr. Brewer arrested if Mr. Brewer
20 did not follow Gilbert's instructions, and Gilbert also sent Mr. Brewer a text message with
21 similar threats.

22 67. Mr. Brewer, a 26-year CPA who specializes in nonprofit accounting, has
23 had charge of all AFLDS financial matters (including payroll) since early 2021. During
24 the current dispute over control of the company, he has continued to perform his duties to
25 the organization as they had always been performed.

26 68. Beyond the specific acts by Mack described above, Mack and Matthesius

1 have also otherwise supported, facilitated, and/or permitted Gilbert's wrongful acts and
2 attempt to seize control. For example, Mack and Matthesius failed to act when I notified
3 them about Gilbert's wrongdoing, or when Gilbert purported to fire the majority of
4 AFLDS's directors.

5 69. Additionally, Gilbert has publicly represented that many of his actions
6 described in this declaration were the result of joint decisions by Gilbert, Mack, and
7 Matthesius.

8 70. Mack has also engaged or participated in financial improprieties and/or
9 misused AFLDS. For example, in mid-2022, Mack asked me to cause AFLDS to donate
10 \$2.5 million to an event Mack was organizing. I understood, and conveyed to Mack, that
11 this would be ethically inappropriate, as AFLDS's funds had been donated to AFLDS for
12 use by AFLDS. Mack then asked Gilbert to pressure me to release \$2 million to Mack.
13 Gilbert raised this issue, as an ethical conflict for Mack, at a Board meeting in or around
14 June 2022.

15 71. In or around October 2022, Gilbert and Matthesius purported to hire Mack
16 as "CEO" of AFLDS for \$20,000 per month. Again, Gilbert lacks hiring authority — his
17 purported hiring of Mack lacks effect. Furthermore, AFLDS does not have the position of
18 "CEO." The bylaws do not provide for such a position. With an Executive Director and a
19 President, there is no need for this nonprofit to also have a CEO. Moreover, the purported
20 salary is excessive when compared to those of existing AFLDS employees.

21 I declare under penalty of perjury that the foregoing is true and correct.

22 **DATED** this 2nd day of December, 2022.

23
24
25 By: 
26 Dr. Simone Gold

Exhibit A



October 31, 2022

Joseph Gilbert – Board member
Pastor Jurgen – non-Board member
Richard Mack – non-Board member

Free Speech Foundation
1645 W. Valencia Rd #109-193
Tucson, AZ 85746

Re: Nullification of Failed and Forfeited Consultant Contract, Clarification of Proper BOD

Dear Mr. Gilbert, Pastor Jurgen, Sheriff Mack,

On the advice of counsel familiar with the circumstances of my relationship with the Free Speech Foundation (“FSF”) in the past eight (8) months, and familiar with the lack of a fully executed consulting agreement that was promised in March 2022, I hereby provide notice to all of you that I am, and continue to be, the President and Chairman of the Board of the Free Speech Foundation (“FSF”), based in Arizona (please refer to the attached documents, provided for your reference). Please be advised that the actions taken by Mr. Gilbert, without legitimate oversight, in the last eight (8) months have no legal effect as to the Board governance of FSF.

For your reference, I have also included a copy of the proposed consulting agreement that was never fully executed nor fully performed by FSF as of April 1, 2022 and remains so to this day. In particular, the signing bonus agreed upon has never been paid and no cancellation notice under paragraph 8 was ever provided to me to indicate that the “agreement” was terminated. Hence, the consideration I was promised, and I detrimentally relied on, in exchange for my departing from the Board, was not performed by FSF. Additionally, the act of the illegitimate corporate filing on August 1, 2022 of the FSF formation in the State of Florida, by Board member Mr. Gilbert while I was unavailable due to political incarceration, constituted a deliberate act to remove me from the Florida FSF corporate formation without any legal basis to justify this action against me as the Chairman of the Board and President of FSF. No attempt was made by Mr. Gilbert nor FSF, prior to this act, to rectify or cure any part of the consulting agreement nor provide me with notice that the consulting agreement was in force and the parties still intended to abide by it.



Please be advised that these last eight (8) months at FSF have been challenging for myself and everyone else involved, but it is necessary for me as the Board Chairman and President to ensure total compliance with all state and federal laws, as well as the highest standards of ethical behavior. As the Founder and leader of FSF and America's Frontline Doctors, I always insist on transparency, and this includes the allegations I brought to everyone's attention 29 days ago. We must always be excellent stewards of our resources, including the people who have entrusted themselves to our leadership. I continue to support the internal financial audit consistent with best practices that I initiated and authorized and look forward to the results and a continued commitment to proper ethical behavior.

As Amy Landau did properly resign from the Board previously, and that resignation has no bearing upon these events, the legitimate Board continues to consist solely of myself as Chairman and Mr. Gilbert. However, while Mr. Gilbert remains under investigation, he will be recused from all Board activities that pose a conflict.

The business of the organization will continue uninterrupted. All staff will continue their work. All illegitimate hirings and firings, promotions or demotions that occurred over the past few months are, of course, irrelevant and considered null and void.

I am confident in the commitment of all parties to the proper resolution of these concerning issues, and I appreciate your understanding as we take the prompt and necessary actions to secure the survival and future success of this very important charitable organization.

Sincerely,

Simone Gold, MD, JD

Dr. Simone Gold
President and Board Chairman
Free Speech Foundation

Exhibit B



November 1, 2022

All AFLDS Team Members

Free Speech Foundation
1645 W. Valencia Rd #109-193
Tucson, AZ 85746

Re: Recusal and Ethical Investigation of Mr. Joseph Gilbert

Dear AFLDS Team,

Two scriptures meant a great deal to me in prison.

Joshua 1:9 “Have I not commanded you? Be strong and courageous. Do not be afraid, do not be discouraged, for the Lord your God is with you wherever you go.”

Exodus 50:20 “You intended to harm me, but God intended it all for good. He brought me to this position so I could save the lives of many people.”

I handpicked almost every single person at AFLDS. What I know is that you are courageous and you will not align with corruption. There has been a breach of ethics within AFLDS and it must stop now. “Whisper campaigns” are only possible when the truth is withheld, so I need to provide everyone with the same information as everyone else. You will likely hear continued whispers and rumors after my announcement, but I encourage you to remember what brought you to AFLDS, and to remember that the truth has nothing to fear, while darkness cannot survive the sunlight of examination.

It is with great sadness that I must announce to you that Joey Gilbert has repeatedly acted unethically, exhibiting a clear and longstanding pattern of inappropriate and damaging behavior. The violations are severe, including numerous improper financial dealings, all while he is publicly threatening all of you—the people who do the work—with pay cuts and termination. This ends immediately. AFLDS will not tolerate corruption, nor allow a culture of fear and bullying. Any of these recent hirings/firings/promotions/demotions that you may have heard about or wondered about are illegitimate and legal non-events.

I’m reminded of the character Gordon Gekko who said “greed is good”, from the 1980’s movie Wall Street. Gekko was the silver tongued character who masterminded “hostile takeovers”, destroying companies by reducing them to their components and then selling the pieces. The lesson to learn is that not everyone has the righteous motives they portray, and not everything you hear



is the full truth about a circumstance. Proverbs 18:17 says “The first to plead his case seems right, until another comes and examines him.”

Since founding this organization in June of 2020, I have always been and I continue to be the Chairman of the Board and President of America’s Frontline Doctors. Mr. Gilbert and his counsel have received copies of all relevant documentation and he has been thus informed to immediately stop acting or presenting himself as having any authority over or within AFLDS. The welfare of every team member is a responsibility I take very seriously, and I will not allow good people to be mocked or harmed. Sadly, Mr. Gilbert has already engaged in defamation, spreading malicious rumors of embezzlement, fancy homes, and other deceptive gossip. This slander must cease, and appropriate legal action will be taken. All AFLDS operations are carefully documented to maintain legal and ethical compliance with all relevant state and federal laws. This will continue, as always.

In March of this year, I was willing to consider the suggestion of stepping down from the AFLDS Board of Directors on the advice of certain legal counsel, because there was a lot of hostile attention placed on AFLDS and my highest priority is always to secure the best interest of the organization. However, this change never actually occurred legally, as the proposed contract was not fulfilled. **All original and current legal filings that are legitimate and establish the Free Speech Foundation as a 501(c)(3) in good standing, confirm that I am the President and Chairman of the Board.** I was very patient over the last many months and thoughtful in making every possible effort to rectify inappropriate behaviors in a more discreet manner with direct communication to Mr. Gilbert and his counsel, but those efforts made in good faith have all been aggressively rejected, and the misbehavior has worsened; so I will not tolerate any further damages. With wise guidance and legal counsel, I will be leading AFLDS through this difficult period of necessary internal investigation, and we will swiftly restore honor, propriety, and ensure the continuation of complete legal compliance.

Under my leadership, you do not need to be afraid. We will continue to work collaboratively against the tyranny and corruption all around us. I have exciting plans for AFLDS in 2023 and beyond! The best is yet to come. I want to thank each one of you for your courage, perseverance, and most of all your commitment to righteousness; doing what you know to be honorable and just, no matter how difficult or costly. Such character cannot be overcome by evil.

Let us overcome evil with good.

Always yours in humility,

Simone Gold, MD, JD

Dr. Simone Gold
President and Board Chairman
Free Speech Foundation

Exhibit C



November 1, 2022

Sally Wagenmaker, Esq.
Wagenmaker & Oberly
53 W. Jackson Blvd – Suite 1734
Chicago, IL 60604

Re: Termination of Legal Services for Free Speech Foundation

Dear Ms. Wagenmaker,

Thank you for the legal services your firm has provided the Free Speech Foundation (“FSF”) this past year. However, since FSF is moving in a different direction we are no longer in need of those services, effective immediately. I will personally work with you over the next two weeks to ensure we have a smooth transition in concluding this matter.

For your reference, please find the attached copy of the notice letter that I recently sent to the sole additional FSF Board of Directors (“BOD”) member aside from myself, Joseph Gilbert, with courtesy copies sent to non-Board members Pastor Jurgen and Sheriff Richard Mack. Notice will also be provided to all FSF staff within 24 hours of today, so that everyone has a clear and consistent understanding. I have been the President and Board chairman of FSF since its original incorporation, and I am continuing in that role as the proposal for my resignation from FSF back in March was not legitimately accepted by FSF nor became legally effective for the reasons stated in my above referenced letter.

On the advice and opinion of counsel, the series of discussions since February pertaining to BOD changes was **legally a non-event** as FSF never fully executed the proposed Consulting Agreement (copy enclosed) and after eight (8) months never fully provided the consideration agreed nor in good faith cured the proposed Consulting Agreement, which was the basis of our earlier negotiations.

Furthermore, I never received formal “termination” under paragraph 8 of the “proposed” agreement, but Mr. Gilbert disregarded this in moving forward to remove me from the Florida corporate FSF filing on August 1, 2022 (copy attached) using the Arizona certificate of good standing for FSF as the basis of the filing. In short, this action is void on its face as I am still the Board Chairman and President of FSF under the Arizona charter of FSF. Therefore, effective immediately please direct all verbal and written communication directly to me as Chairman of the Board. Any communications from you or your designee made to any FSF board member or staff



member without my written consent will be considered a conflict of interest and such conflict is not waived.

Due to the disruption caused by Mr. Gilbert and the detailed report of serious ethical breaches which I provided to the BOD and to counsel, the Board will review and promptly conclude an investigation. That is, however, no longer your concern. I do look forward to conferencing with you later this week to discuss any pending matters you might have for FSF and to resolve any financial considerations. Please ensure there are no communications to any of the persons you incorrectly may have previously considered to have authority over the organization, as this would be a conflict of interest and such conflict is not waived.

Currently, there appears to be legal ethical breaches following the formal allegations of Board member misconduct, which were provided to you and the BOD 29 days ago. Specifically, the ABA Model Rules of Professional Conduct Rule 1.13 clearly indicates that an attorney should have advised the removal of Mr. Gilbert from authority or appearance of authority upon learning of such serious complaints. Because he was not removed pending the investigation, he was emboldened in a power grab, which then caused predictable injury to the organization. I do not understand why this concern about a conflict of interest was ignored.

The review of this professional legal misconduct has reintroduced concerns raised by a previous error when a critical large donation (more than a million dollars) was forfeited based solely on your advice. This donation was subsequently given successfully to an unrelated charity with no negative impact to them, and substantial loss to your client.

We appreciate your understanding of the concern we have with such detrimental developments and the necessary actions we will be taking to secure the survival and future success of FSF.

Sincerely,

Simone Gold, MD, JD

Dr. Simone Gold
President and Board Chairman
Free Speech Foundation

EXHIBIT 2

DECLARATION OF TROY BREWER

Troy Brewer hereby declares as follows:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Declaration. The evidence set out in this Declaration is based on my personal knowledge.
2. I have been a Certified Public Accountant since 1996, mostly serving nonprofit organizations. I reside in Nashville, Tennessee.
3. My CPA firm has worked for AFLDS since approximately March, 2021. In that time, there has been unprecedented growth. I have seen significant financial growth for AFLDS attributable to Dr. Simone Gold—donations would increase after her public speaking events.
4. Since approximately March 2021, I have been in charge of all AFLDS financial matters, including making payroll payments to AFLDS's employees and workers. Generally, I review payroll in collaboration with the AFLDS Executive Director. Initially this was Dr. Gold, then it was Amy Landau, and since March 2022 it was Lisa Andrzejewski. I have never reviewed payroll with anyone else.
5. To the best of my knowledge, only Dr. Gold and I are signatories on AFLDS's financial accounts.
6. I understand that there is a dispute between Dr. Gold and Joseph Gilbert about control of AFLDS. I understand the matter is being heard by courts. Ever since dispute developed, I have continued to do my job just as in the past. I dispense payroll and oversee AFLDS financial matters to the best of my abilities and in coordination with AFLDS workers that I have worked with during my tenure. No processes have changed. I review the budget with the President and the Executive Director and monies are being spent exactly as they have been spent in the past.
7. On November 21, 2022, I requested that Mr. Gilbert return \$1.1 million of AFLDS money that had been deposited with his law firm by Dr. Gold. He did not return the money. Instead, shortly thereafter, Mr. Gilbert, Mr. Mack, and Mr. Gilbert's attorneys began threatening me and coercing me. These actions (discussed more below) are paralyzing my ability to keep AFLDS's finances operating. I feel targeted by the aggression of Mr. Gilbert, Mr.

Mack, and Mr. Gilbert, and stuck in the middle, and I believe other AFLDS workers feel the same way.

8. People affiliated with Mr. Gilbert have begun threatening me and making demands that I pick sides in the organizational leadership dispute. As recent as November 29, 2022, I received a letter from Mr. Gilbert's Attorney Sally Wagenmaker demanding that I not authorize payroll for five (5) disputed employees (Gold, Lisa Andrzejewski, AJ Andrzejewski, L. Alexander and J. Strand), even though they are all currently performing their AFLDS duties.
9. On November 22, 2022, I received a letter from Sally Wagenmaker stating I will be criminally liable for any payments made out of AFLDS accounts, if authorized by anyone other than the Board.
10. On November 30, 2022, I received a text message from Sheriff Richard Mack, Board member, threatening me. He wrote he was going to contact local law enforcement authorities to file a police report and potentially have me arrested if I do not follow Mr. Gilbert's instructions.
11. On November 30, 2022, I received a text message from Mr. Gilbert, purporting to act on behalf of the Board of Directors, in which he threatened law enforcement scrutiny if I did not follow his instructions.
12. Recently, I have learned that some payments AFLDS Board of Directors Member Joseph Gilbert requested for himself may be improper. Starting in approximately May 2022, Mr. Gilbert contacted me to tell me that I should pay him \$5,000/month over and above his \$15,000/month paycheck. I did not know the purpose of the payments, and Mr. Gilbert did not tell me. Upon review of the facts, I now believe these payments were improper self-dealing.
13. After May 2022, Mr. Gilbert then proceeded to contact me for extra money every month, either \$5,000 or sometimes it was \$10,000. Concerned about Mr. Gilbert's conduct, I contacted Executive Director, Lisa Andrzejewski, who expressed concern about possible financial impropriety.
14. Mr. Gilbert attempted to fire Lisa Andrzejewski after she confronted him about the payments.
15. Mr. Gilbert was already the highest paid person at AFLDS at \$15,000/month, other than Dr. Gold.

16. Dr. Gold has never asked me to do anything unethical, and she has asked that I merely maintain the status quo of operating AFLDS while the dispute is pending.
17. AFLDS never paid \$1.5 million to Dr. Gold in connection with a potential consulting agreement.
18. Andrea Wexelblatt, who I understand to be an affiliate of Mr. Gilbert, was started on payroll at Mr. Gilbert's insistence in July 2022 at \$3,000/month. Later in July, Mr. Gilbert demanded that I pay her \$12,000/month from AFLDS funds. This was a direct contradiction of the prior payroll review I did with AFLDS Executive Director Lisa Andrzejewski. I felt the \$12,000 amount was excessive and reported it to Ms. Andrzejewski, who ordered the lesser amount to be paid. In August 2022, Mr. Gilbert again ordered me to pay Wexelblatt \$12,000, over the objection of AFLDS Executive Director Lisa Andrzejewski. In September, Dr. Gold learned of this issue and objected to Wexelblatt's excessive pay.
19. On October 20, 2022, I received an email from Mr. Gilbert informing me that Richard Mack had been named Chief Executive Officer and instructing me to start paying him \$20,000/month. I was highly surprised to receive this email for two reasons. The first was that the organization was really in turmoil and it seemed ill-advised to pay a Board member such an excessive salary for minimal work. The second was that AFLDS does not have a CEO position and nobody informed me AFLDS was seeking a CEO.
20. I helped with payment of the Headquarters House in Naples, Florida and wired the deposits and the final payment amount. This transaction was highly transparent—many people at AFLDS, including its Board of Directors, were involved and approved. Nobody at the time considered the Headquarters House purchase transaction to be a personal purchase for Dr. Gold. Everyone involved knew it would be owned by AFLDS.

I certify under penalty of perjury that the foregoing statements are true and correct.

Dated this 1st day of December, 2022.



TROY BREWER

EXHIBIT 3

DECLARATION OF LISA ANDRZEJEWSKI

Lisa Andrzejewski hereby declares as follows:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Declaration. The evidence set out in this Declaration is based on my personal knowledge.
2. I began my career in 1987 as an E-911 dispatcher, and I quickly moved through the ranks of Communications Officer I, II, and III. In 1990, I transferred to the Crime Scene Unit, where I achieved the rank of Crime Scene Investigator III. In early 2000, I received the Crime Scene Investigator of the Year designation for solving a murder at the end of 1999.
3. In 2005, I transferred to the local Fire Department Financial Management Section, handling contracts, purchasing/procurement, invoicing, medical billing, grant management/writing, warehouse management, and stock for firefighting/paramedic/police uniforms and gear. Ultimately I was promoted to Supervisor over the section. I served as Chairman of the Board for the Department Benevolent Fund.
4. I received many distinguished service awards throughout my service to the community, from 1987 until retiring in 2017.
5. I have worked for Free Speech Foundation d/b/a America's Frontline Doctors ("AFLDS"), in various capacities, since 2021.
6. Currently, I am the Executive Director of AFLDS.
7. I started as an unpaid volunteer and gradually the high quality of my work was recognized, and I was hired and promoted to Executive Director. This was typical throughout AFLDS, for people to start as an unpaid volunteer and graduate to low pay then to market rates.
8. As Executive Director, I lead over 60 people who are either on payroll or paid by invoice monthly. The organization has eight sections: Operations; IT; Marketing; Security, Logistics & Procurement; Medical; Policy; News; and Citizen Corp. Each section has a director and staff underneath and I keep in contact with the directors daily. I hold a Leadership meeting every other week with the directors, and the directors relay items discussed to their staff.

9. In the non-profit arena, the Executive Director is equivalent to being a CEO. I hold the highest position at AFLDS except for Dr. Gold, who is the President and Founder.
10. I understand that there is a dispute between Dr. Gold and Joseph Gilbert about control of AFLDS. I understand the matter is being heard by the courts. Ever since the dispute developed, I have continued to do my job just as in the past. I direct the day-to-day operations of AFLDS and discuss payroll with Troy Brewer, our accountant, and oversee AFLDS operations to the best of my abilities and in coordination with AFLDS workers that I have worked with during my tenure. No processes have changed. I review the budget with the President, Dr. Gold, and up until recently with Joseph Gilbert to ensure monies are being spent exactly as they have been spent in the past. I reviewed payroll with Mr. Gilbert on July 28, 2022, August 29, 2022 and September 28, 2022 by phone. Each time I asked him if he would like me to copy him on the final going to the CPA. He stated he had too many emails, so it was not necessary for him to be copied. It wasn't until September 28, 2022, that he wanted to be copied.
11. Dr. Gold is the top of the hierarchy and is involved in all decisions. She has extremely high standards for everyone, all the time. Because of that, as well as the nature of AFLDS's work, working at AFLDS can be very demanding. That being said, I have never seen Dr. Gold be unfair. She bends over backwards to mentor people, to give them second and third chances. Dr. Gold works nonstop. I frequently travel with her, and she will work 9 hours and 59 minutes during a 10-hour drive.
12. Dr. Gold tries very hard to be respectful of what she calls "OPM" — Other People's Money. This is a big theme for her. Both on the nitty gritty — to not overspend — but also the bigger conceptual issue that the root of corruption is spending other people's money more liberally than we would spend our own. She lives this way also — she is not extravagant; she is not wasteful. When I accepted the Executive Director position, she wanted me to assure her that I understand her views and to continue being "good stewards" of the people's money. She role models this daily and I in turn model this to others.
13. I had a very good relationship with Mr. Gilbert right up until the moment I confronted him on September 28, 2022 about him being paid extra money every month directly by the AFLDS CPA, Troy Brewer.

14. Prior to that, the only conflict I had had with him was when he insisted on overpaying Andrea Wexelblatt. That was shady to me. Andrea was a low-medium-level person, and she was just starting in a different role. Dr. Gold always started “low & slow,” and Andrea was offered a part-time media manager position at \$3,000/month. This was perhaps a week or two prior to Dr. Gold going to prison.
15. What happened here was that Gilbert wanted to pay Andrea, who is his assistant, an excessive amount, \$12,000 per month.
16. I was the sole person with authority over payroll. I don’t care what Mr. Gilbert says. I don’t know if Board members are supposed to have some technical authority over payroll, but the reality is that Board members such as Mr. Gilbert had never once interfered in what I paid AFLDS’s workers. If Board members such as Mr. Gilbert had that type of control, then it would have happened with other people too. It never did.
17. He and I discussed her pay on July 28, 2022, and he forced his way, telling me to pay her whatever she thinks is fair because “I’m telling you, Lisa, she is worth every penny.” He said she should be placed at the same pay as my pay.
18. I was upset that Andrea was receiving pay of \$12,000 per month and “**her team**” (Studio 17) were also to receive a payment of \$5,000 per month. I brought my concerns to Joey in that July 28, 2022 conversation, saying this is unethical, as Andrea supervises this team and they were “her people.” This was only a couple of days after Dr. Gold went to prison and honestly, I didn’t know what to do and felt intimidated by Mr. Gilbert’s tone. He led me to believe that **He** was the one in charge and I had to follow him while Dr. Gold was incarcerated.
19. On August 29, 2022, I went over payroll again with Mr. Gilbert. Andrea’s team was to be raised to a monthly payment of \$10,000 each. Again, I stated my concerns regarding this team’s pay only to be overruled by Mr. Gilbert.
20. On September 28, 2022, Gilbert and I discussed payroll, specifically Andrea’s pay and the pay for Studio 17 (her team). We came to the agreement of \$8,500/month for Andrea until Dr. Gold returned. This is also when I confronted Gilbert about the fact that I had also found out that Gilbert had been bullying the accountant to pay him thousands of dollars extra per month, for months. His response was, “well Lisa, I have been

wearing many hats.” I turned the payroll in to the CPA, Troy Brewer. Shortly afterwards, I was cc’d by Mr. Gilbert in an email to the CPA stating to return Andrea to \$12,000 that month and then go to \$10,000 the month after. Again, just like he did for the extra \$5,000 for himself, he went straight to the accountant and got Andrea overpaid.

21. To the best of my knowledge, \$12,000/month is almost the highest salary at AFLDS. For example, that is my salary. That is the salary of several of the Directors. That is the salary of the Security, Logistics & Procurement Director. The Medical Director is only \$10,000. The Operations Director is \$8,000, and the Communications Director is \$8,000. All these people worked their way up the ladder in the organization. It was wildly inappropriate to bring in someone to a new role and start her at the top salary in the organization. Inappropriate and demoralizing. It was the type of corruption that we at AFLDS fight.
22. Shortly after Dr. Gold was released, I told her about these events. She was furious and she confronted Gilbert around that time, and I do not know all the details around that. I do know that Wexelblatt continued to be paid the high amount for the third month but that, right around that payroll, Dr. Gold confronted Gilbert insisting he resign and, when he did not, she formally complained to Gilbert, Richard Mack, Jurgen Matthesius, and attorneys Fulton and Wagenmaker. Dr. Gold told me Wagenmaker told her they would investigate.
23. A few days after that, it was apparent no investigation had started, because no one had been called or queried. There was a Board meeting on October 14, 2022.
24. At the October 14, 2022, meeting, Mr. Gilbert and Mr. Mack were both highly disrespectful and dismissive. Mr. Gilbert literally implied I was an assistant to him and Mr. Mack thought I was a secretary. The secretary, Sarah Denis, was on the Zoom also. Mr. Mack argued with me that I was not the Executive Director. I stated that I am in fact the Executive Director. Mr. Mack says, “no you’re not, you haven’t been in every board meeting that we’ve had.” Neither one seemed to have any idea that I had been the Executive Director for more than seven months at that point. Mr. Mack was rude, dismissive, and sexist. All I asked/recommended was that Mr. Gilbert should be removed from the Board pending the outcome of the “investigation” (of which there was no evidence one was occurring), as this

is the most ethical way to proceed. Mr. Mack, a 70-year-old male Sheriff, said that he felt “threatened” by me, a middle-aged woman on Zoom.

25. Mr. Gilbert was singing my praises in a conversation between himself and Mr. Andrzejewski on September 26, 2022. Then, once I confronted him on September 28, 2022 with his hand in the cookie jar so to speak, he had in-house counsel, Adam Fulton, tell me via email on October 20, 2022 that I was terminated. No reason was listed, and later Sally Wagenmaker said it was because I demanded Gilbert resign. That is not what I said (although morally he should have). I said *Dr. Gold* said he should resign.

26. I hired an employment attorney and served Mr. Gilbert with notice of my intent to file a Whistleblower (retaliatory) lawsuit. The facts are very straightforward. Should Mr. Gilbert not be removed from AFLDS, I will continue this lawsuit. Should he be removed, I will drop this lawsuit.

27. Should the outcome of this lawsuit reflect Mr. Gilbert in charge of AFLDS, the organization will regrettably fold. Too many of the staff have witnessed the lies/corruption presented to us in meetings and in emails from the “silver tongue” of Mr. Gilbert. I would say there would be approximately 10 (out of the more than 60) AFLDS workers that would stay under his command. Even some of the 10 are seeing the evil doings and are leaving.

I certify under penalty of perjury that the foregoing statements are true and correct.

Dated: 12/2/2022.

DocuSigned by:

Lisa Andrzejewski

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LISA ANDRZEJEWSKI

EXHIBIT 4

Summary/Meeting Notes on 12/30/21 GC Meeting

Attendees: Joey Gilbert, Thomas Gennaro, Vincent Arendain, Colton Boyles, Andrea Wexelblatt, Chris Vaught, and Troy Brewer

- 1) **Transfer FSF to Florida**
- 2) **Bylaws**
- 3) **New Resolutions**

As per Thomas, the Bylaws for FSF as per domiciled in Arizona will be complete by 1/12/21.

Recommendation is to authorize the Board Resolutions for the Florida deal, with purchase of house not as a head quarters, but as an investment. Recommendation is to shoot for spring to look at changing the domicile of FSF to Florida, and in the meantime, get a better idea of the regulatory landscape in Florida where NP's are concerned. Current AG in Florida has cracked down on NP's, and possibility she may not remain in position (she is running for Governor against DeSantis), so waiting until spring will give time to get settled and glean more information about restrictions/state schemes pertaining to NP's. **Thomas sent new Board Resolutions out today!**

Royce updated on the issue of zoning where the house is located. Zoning is residential and use of house may be non-conforming and potential open FSF up to complaint. Royce to complete research and submit recommendations to Board on how to proceed.

- 4) **Employee Handbook**
- 6) **Influencer contracts - phones**
- 8) **NDA/Contract**
- 11) **Employee vs. IC recommendations**

There is a meeting scheduled Monday with Vince, Amy, Irene and Chris V. Vince and Irene have a list of people to be converted over to employees.

The general framework/document for the Employee Handbook is complete. Additional clauses that pertain to each individual states' employment laws need to be inserted into the general document. Vince is working with Irene and Kristine on completing this.

Vince is working with Irene on contracts for influencers and any IC's, and will finish after the employee contracts are completed.

Colton stated that due to tax issues the push should be to finish the transfer of folks to employee status by the end of January (first pay cycle).

5) Trademarks - CC

There are 16 applications that have been submitted to the PTO for approval/determination.

Just have to wait for PTO to rule.

7) TSA lawsuits, Congressional

TSA is a civil action and Thomas was working on getting that completed today (12/30/21).

Discussion was had on retaining David Wellington/Dhillan Law Group or another top attorney experienced in suing the feds, and suing TSA. Joey and Thomas said after learning more about the conduct of TSA against Dr. Gold, Jonah, and others, they feel that there are grounds for alleging harassment and other charges against TSA's actions.

Congressional - Thomas stated he has received some information from Dr. Espinal pertinent to the Congressional hearing and the entire relationship of the structure. **This is being lead by David Warrington.**

9) Florida entities LLC - needed signatures

We determined this issue was the one involving the purchase and registration of the Denali in Florida.

The vehicle AFLDS purchased in Florida is caught up in a snag with the DMV and is being sent back to the dealer. The title was put under the Headquarters LLC rather than Free Speech Foundation. It caused a lot of hiccups with registration and AFLDS paid over \$4k in taxes. As such, to fix two problems with one stone, the title needs to be filed under FSF, and then figure out how to recoup the taxes paid. Regardless of the tax credit, there were issues with registration under the LLC.

Prince Automotive needs to redo the paperwork to reflect that Free Speech Foundation owns the title.

Troy has been tasked with providing the tax documents needed for the Florida tax exemption to purchase the vehicle? And then providing any direction to AJ on what needs to be done for tax purposes?

AJ had a discussion today (12/30/21) with AJ about giving him authority to sign as he is in Florida.

10) Cease and desist vs. Stella, Front-Line Nurses

a) Cease and desist letter to Dr. Emmanuel (**Analysis portion of letter is complete**); need info from Dr. Gold on chronology of events, setting out facts to substantiate dates. **Info needed to include any texts, phone calls and email correspondence between Dr. Gold and Stella establishing timeline. Once Colton has that, he can complete letter.**

b) Cease and desist letter to Erin (Global Frontline Nurses) and Nichole (American Frontline Nurses). Colton wants to know if Dr. Gold or another AFLDS representative want to initiate a discussion with either of them to see if an agreement can be crafted before sending any cease and desist letters? Joey agreed that we should put out calls to each before sending a cease and desist and at least try some personal communication to see if something can be worked out. **Action needed: Need to determine who will make the calls.**

Other issues not on Dr. Gold's list

+ Dr. Urso needs to be contacted to get names of attorneys that he has used in setting up clinics. Joey wants to retain the most experienced attorney possible where setting up the clinics is concerned. Decision has been made to hold off on getting back to Joe Cane until we look into attorneys with specific experience in setting up clinics. **Colton has a call into Dr. Urso and waiting for a call back. Joey has also initiated contact with Dr. Espinal to get any recommendations from his experience.**

+ **FSF Insurance policy has been completed and went to Joey today (12/30/21) for signature.** Coverage added for cyber crimes and/or financial fraud. The Florida property needs to be added to the policy upon closing.

+ Colton is doing an analysis/recommendation on retaining an attorney investigator, John Gagliano, in order to maintain internal attorney-client confidentiality where needed when complaints against AFLDS are lodged.

+ Colton is continuing his coordination with Chip on:

a) solicitation registrations within each individual state that requires one. Without those, AFLDS is out of compliance with those state laws where registration is required in order for a NP to seek donations. **Colton stated that Chip's staff would be working on those after the New Year's holiday.**

b) an analysis/recommendation on how best/most advantageous to structure FSF going forward where clinics and tele-med (and any other potential sub entities/activities) is concerned.

EXHIBIT 5

**OPERATING AGREEMENT
OF
NAPLES FREEDOM HEADQUARTERS, LLC,
a Florida Limited Liability Company**

**ARTICLE I
OFFICE AND PURPOSE**

Section 1. Name and Office of the Company.

a. The name of the Company is **NAPLES FREEDOM HEADQUARTERS, LLC.**

b. The principal place of business of the Company shall be **405 Marsh Avenue, Reno, NV 89509.** The specified office of the Company at which shall be kept the records required to be maintained by the Company under the Florida Limited Liability Company Act (“Act”) shall be **405 Marsh Avenue, Reno, NV 89509.**

Section 2. Business of the Company. The business of the Company shall be to act and to engage in any and all lawful business activities and lawful purposes for which a limited liability company may be organized pursuant to the Act.

**ARTICLE II
OPERATION OF THE COMPANY**

Section 1. Member. **Free Speech Foundation, an Arizona not for profit corporation,** shall be the sole Member of the Company.

Section 2. Membership Interests. The ownership interests shall be expressed as a percentage of all membership interests in the Company at any particular time (“Membership Interests”). **Free Speech Foundation, an Arizona not for profit corporation** shall be the sole Member and shall own one hundred percent (100%) of the Membership Interests of the Company. If additional Members are admitted, any decisions to be made on behalf of the Company, except for the day-to-day management and ministerial acts of the Company, shall require a vote of Members holding a majority of the then-outstanding Membership Interests in the Company.

Section 3. Manager. Except as otherwise expressly provided in this Agreement, the ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager. There shall initially be one (1) Manager; however, the number of Managers may be increased or decreased but only upon the written consent of the Member. The initial Manager shall be **Dr. Simon Gold** and she shall sign for, act on behalf of, and bind the Company in conjunction with: (a) the Company’s day-to-day business operations, (b) selling or leasing all or substantially all of the Company’s assets, (c) borrowing money on behalf of the Company, and/or (d) mortgaging all or substantially all of the Company’s real and/or personal property. The act of the Manager for the purpose of carrying on the business or affairs of the Company, including the exercise of the authority indicated in this Section 3, shall bind the Company and no person or entity dealing with the Company shall have any obligation to inquire into the power or authority of a Manager acting on behalf of the Company. The Manager shall have the authority

to make all decisions and carry out all actions on behalf of the Company, without the consent of the Member, even if such action entails borrowing money on behalf of the Company, pledging or mortgaging Company property and/or selling all or substantially all of the Company's assets. The Manager may resign at any time for any or no reason by providing the Member with written notice. The Manager's resignation shall be effective as of the date set forth in the notice.

Section 4. Other Business. The Member, including the Manager, may engage and/or possess an interest in other business ventures of any nature and description, independently or with others, whether or not in competition with the Company, and neither the Company nor any of the Member shall have any right in or to any independent venture or to any income or profit derived therefrom. Neither the Member(s) nor the Manager shall be obligated to present any particular investment opportunity to the Company, even if such opportunity, if presented to the Company, could be taken by the Company.

Section 5. Meetings. The Company and the Member shall not be obligated to hold any meetings of the Member, except as specifically set forth hereunder. In no event shall Member or the Company be required to hold an annual meeting. Special Meetings of the Member shall be held when called for by the Manager or when requested in writing by any Member. Such Special Meeting may be held informally by telephone or in person.

Section 6. Company Books and Records. The Manager shall be responsible for maintaining the books and records of the Company. The Manager shall comply with all Internal Revenue Service rules and regulations. The books of the Company shall be kept in accordance with generally accepted accounting principals and in accordance with the Internal Revenue Code and Regulations promulgated thereunder. The Manager shall maintain a capital account for each Member in accordance with the tax accounting principles set forth in applicable Treasury Regulations to ensure the Company is treated as a "pass-through" entity for all tax purposes.

Section 7. Distributions. Any and all cash available for distributions to the Member(s) shall be allocated and distributed among the Member(s) in proportion to their respective Membership Interests in the Company. Any cash available for distribution shall be applied as follows:

- a. First, to pay and discharge all the Company's debts and other liabilities then due and owing;
- b. Second, to establish a reserve for contingent liabilities of the Company, if necessary, in amounts agreed to by the Member(s);
- c. Third, the balance shall be paid to the Member(s) in proportion to their respective positive capital accounts;
- d. Lastly, the balance shall be paid to the Member(s) in proportion to their Membership Interests in the Company.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 1. Amendment. These regulations may only be amended by the written consent of the Member(s).

Section 2. Registered Agent. The Manager may in her discretion select any person to be the Registered Agent of the Company. The Registered Agent need not be a Member. The initial Registered Agent shall be **Michael D. Gentzle**. The address for the initial registered agent shall be **4001 Tamiami Trail North, Suite 300, Naples, FL 34103**.

Section 3. Captions. Captions contained in these Regulations are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of the Regulations or the intent of any provision hereof.

Section 4. Entire Regulations. This Operating Agreement and Regulations (“Regulations”) embodies the entire agreement and understanding of the Member(s) with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the Member(s) related to the subject matter hereof. No amendment, modification, termination or waiver of any provision of the Regulations shall be effective unless the same shall be adopted as set forth herein in writing.

Section 5. Governing Law. These Regulations and the rights and liabilities of the Member(s) shall be determined in accordance with the laws of the State of Florida. Venue for any dispute arising under these Regulations shall lie exclusively in a Court of competent jurisdiction in Collier County, Florida.

Section 6. Interpretation and Severability. The provisions of these Regulations shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties hereto, but if for any reason any provision hereof is determined to be unenforceable or invalid, such provision or part thereof determined to be unenforceable or invalid shall be deemed severed from these Regulations and the remaining provisions shall be carried out with the same force and effect as if the severed provision or part thereof had not been made part of these Regulations.

Section 5. Successors. Subject to the limits of transferability contained herein, any and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors, heirs and assigns of the respective parties.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date set forth above.

MEMBER:

MANAGER:

Free Speech Foundation,
an Arizona not for profit corporation

By: _____

Dr. Simone Gold

EXHIBIT 6

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA FORT
MYERS DIVISION

FREE SPEECH FOUNDATION,
INC. d/b/a AMERICA'S
FRONTLINE DOCTORS, an
Arizona nonprofit corporation.
and JOSEPH GILBERT,

Plaintiffs,

v.

Case No.: 2:22-cv-714-SPC-NPM

SIMONE GOLD,

Defendant.

_____ /

DECLARATION OF GEORGE WENTZ

George Wentz, pursuant to 28 U.S.C. § 1746 hereby declares as follows:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Declaration. The evidence set out in the foregoing Declaration is based on my personal knowledge.
2. I am a partner with the Davillier Law Group, and I have been practicing law for approximately 39 years, mostly in complex commercial litigation. I currently reside in Sandpoint, Idaho, and I previously was the managing partner of a national firm's office in Miami, Florida.

3. I represented GoldCare Health & Wellness, LLC and various related entities (“GoldCare”) in certain matters related to interactions with Free Speech Foundation, Inc. d/b/a America’s Frontline Doctors, Inc. (“AFLDS”). While GoldCare is owned by Dr. Simone Gold, I did not represent Dr. Gold personally. This Declaration does not reveal any privileged communications or materials.
4. As a result of my interactions with AFLDS, I interacted with Dr. Gold, Joseph “Joey” Gilbert, and directors and employees of AFLDS during the fall of 2021 and the winter of 2021-22.
5. I understand that the “principal place of business” of AFLDS is at issue in litigation. As discussed below, the vast bulk of AFLDS’s business operations are located in Naples, Florida.
6. In approximately November 2021, Dr. Gold, then the undisputed Chairman of the Board of Directors and CEO of AFLDS, wished to locate AFLDS’s operations to Naples, Florida.
7. Dr. Gold expressed a desire to create a “mini campus” in Naples, Florida, with a large house for fundraising and executive functions, and a separate rental house as a workspace called the “Team House.” The idea expressed by Dr. Gold was for AFLDS to have a headquarters-like campus, allowing employees to work together and to meet with doctors and legal team members, some of whom would be visiting, to pursue AFLDS’s nonprofit and advocacy mission. On

various occasions, I discussed the Naples, Florida campus approach with Joseph Gilbert as well as then General Counsel of AFLDS, Thomas Gennaro.

8. I visited the AFLDS “mini-campus” in Naples, Florida on approximately February 9, 2022, during which time I saw and interacted with numerous employees working on-site at the two houses. A virtual Board of Directors meeting was conducted from the Naples Freedom Headquarters, LLC house, and Dr. Gold and I attended from that location. That Dr. Gold and the staff of AFLDS were living and working at the Naples, Florida “mini-campus” was noted during that board meeting.
9. Dr. Gold has, to the best of my knowledge, never personally owned the property located at 799 104th Ave N, Naples, FL 24108.

I certify under penalty of perjury that the foregoing statements are true and correct.

Dated this ____ day of November, 2022.


George Wentz (Nov 17, 2022 21:18 EST)
GEORGE WENTZ

EXHIBIT 7

INSTR 6185808 OR 6067 PG 2072
RECORDED 1/6/2022 1:02 PM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
DOC@.70 \$23,800.00 REC \$18.50
CONS \$3,400,000.00

Prepared by and Return to:
Michael D. Gentzle, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North Suite 300
Naples, FL 34103
239-435-3535
File Number: **17685.001**
Consideration: **\$3,400,000.00**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of January, 2022 between **Seagate Charm, LLC**, a Florida limited liability company whose post office address is **910 39th Street SW, Naples, FL 34117**, grantor, and **Naples Freedom Headquarters, LLC**, a Florida limited liability company whose post office address is **405 Marsh Avenue, Reno, NV 89509**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

Lot 12 and the East 1/2 of Lot 13, Block B of Myrtle Terrace, according to the Plat thereof as recorded in Plat Book 4, Page 8, of the Public Records of Collier County, Florida.

Parcel Identification Number: 13250001105

Subject to: (a) ad valorem and non-ad valorem real property taxes for the year 2022 and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding oil, gas and mineral interests of record, if any; and (d) restrictions, reservations, and easements common to the subdivision, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: USA M. Calyore

[Signature]
Witness Name: Michael Gentzle

Seagate Charm, LLC, a Florida limited liability company

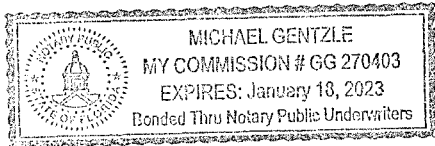
By: [Signature]
Stuart Kaye, Manager

(Corporate Seal)

State of Florida
County of Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of ~~December, 2021~~ January, 2022 by Stuart Kaye, Manager of Seagate Charm, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____