The $3 Trillion SubStack on How to Destroy Pfizer in Court

Many of the points Barnes highlights in his InfoWars interview regarding Pfizer's violation of their Operation Warp Speed contract can be found in my January 13, 2023 SubStack.

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Brook Jackson's attorney, Robert Barnes, had a strong day in court last week with the $3 trillion false claims lawsuit against Pfizer, by driving home that ***Pfizer was contracted to deliver a safe and effective vaccine to prevent SARS-CoV-2 infection***. He pointed out to the judge that the contract promises the delivery of a safe and effective vaccine under FDA laws ***more than a half-dozen times***.

I spoke to Brook's attorney Warner Mendenhall in July of 2022 who asked my opinion on Pfizer's motion to dismiss. I stated that you can't contract to commit a crime. Pfizer was contracted to deliver a safe and effective vaccine.

Since the summer of last year, I've stated that under the Operation Warp Speed (OWS) contract, the US military contracted with Pfizer to ***"deliver a safe and effective vaccine capable of providing protection against SARS-CoV-2*** *and related coronaviruses (variants)* ***subject to*** *FDA technical, clinical and regulatory success (laws and guidance)*" AND in compliance with Good Manufacturing Practices. Pfizer forfeited their EUA immunity rights under their contract with the DoD under the Trump administration.

Pfizer collaborated with the FDA ***to lie to*** the US military, the American people, and President Trump that their mRNA nanoparticle technologies were safe and effective vaccines. In fact, Pfizer knew their mRNA technology would only cause disease, disabilities and death and offer no immunity to the SARS-CoV-2 virus. Per the contract, Pfizer was also in charge of the data of submitted to the DoD, which they clearly falsified per Brook Jackson's testimony.

Many of the points Barnes highlights in his InfoWars interview regarding Pfizer's violation of their Operation Warp Speed contract can be found in the below January 13, 2023 SubStackwhere I annotate specific pages, paragraphs and phrases from the contract.

The Kingston Report. TRUTH WINS.

10 Reasons to Criminally Charge Pfizer in Court.

Originally Posted on January 13, 2023: You can NOT contract to commit a crime, any crime. Just to be clear, Pfizer can NOT go through the entire Initial New Drug (IND) application process, Phase 1/2/3, Biological License Application (BLA), pay the $3 million dollar Pharmaceutical Drug User Fee (PDUFA), FDA-approval, post-marketing clinical requirements, and manufacture and market FDA-approved product and then claim that under their contract with the DoD they were instructed to perform the clinical trials and receive FDA-approval as a part of a psyop. This is the most ridiculous story I have heard so far in an attempt to defend Pfizer's EUA vaccine immunity shield which is completely shattered.

The only reason why Pfizer is getting away with murder is because Pfizer is influencing the narrative that we are listening to from trusted leaders and media platforms on both sides of the COVID-19 isle to convince the entire population of the United States that their injectable COVID-19 mRNA lipid nanoparticle bioweapons are;

1. safe and effective vaccines,
2. vaccines gone wrong, or
3. bioweapons, but Pfizer is following orders from the US military under a military contract and under EUA law Pfizer has legal immunity, so there is nothing we can do about it.

These are all false statements.

"Pfizer's Operation Warp Speed (OWS) contract with the DoD was to develop a vaccine that effectively prevented SARS-CoV-2 infection (COVID-19 disease) and that met the safety and efficacy regulatory standards of an FDA-EUA authorized or FDA-approved vaccine." — Karen Kingston, January 13, 2023

As we read through the DoD contract, it's clear that Pfizer is in charge of communications with the FDA. Per the FDA documents, Pfizer exerted extreme influence over the FDA forcing the FDA to ignore safety flags during the clinical trials, thereby strong-arming the FDA to fraudulently authorize and then fraudulently approve a bioweapon as a safe and effective vaccine.

Pfizer is obviously the criminal in this case and can be criminally charged now.

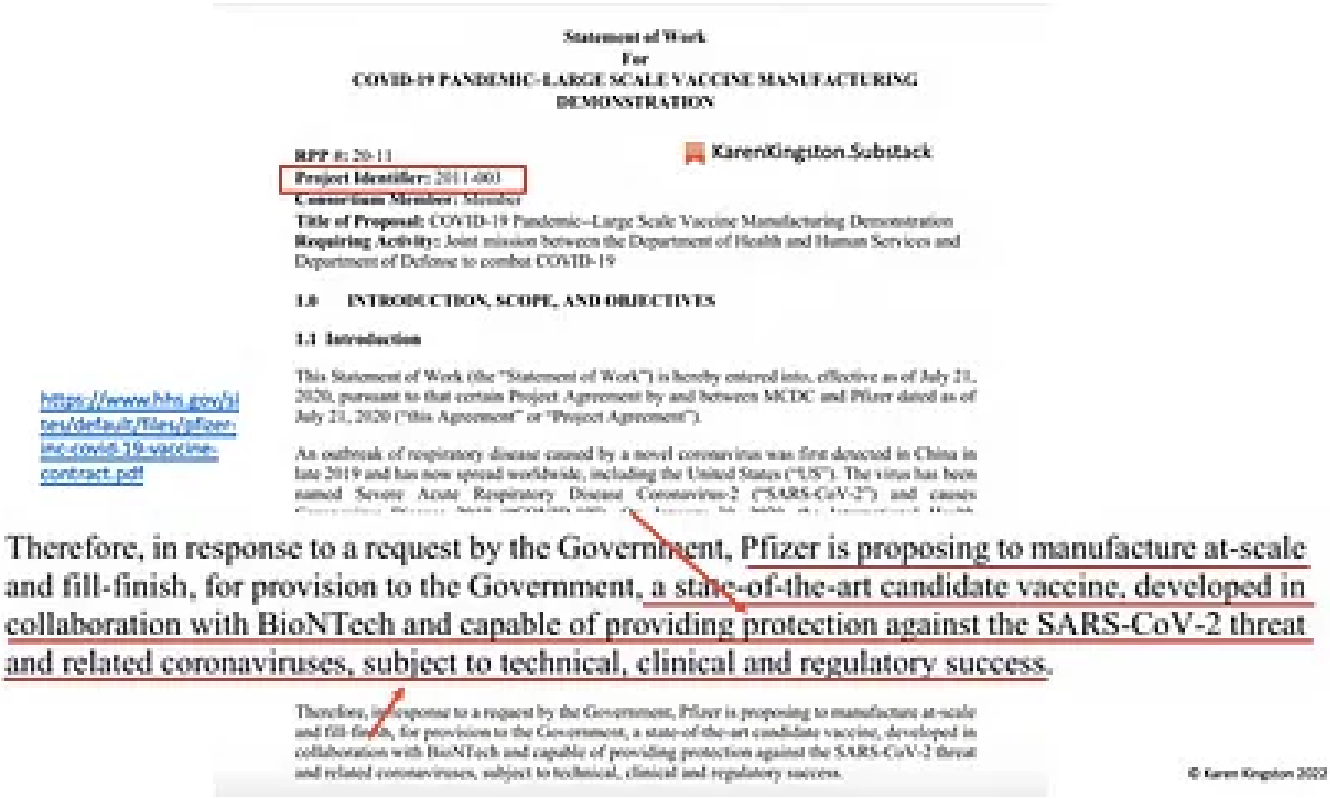
If I was an advisor in a criminal case, here's a few examples on how I would eviscerate many of the fraudulent claims (extrinsic fraud) currently being made. Extrinsic fraud is when an attorney or expert witness misrepresents material facts or law so that victims are unable to take effective civil or criminal action.

Fraudulent Claims Made by Attorneys and Experts

1. Pfizer's DoD Contract was for a Prototype, NOT a Vaccine.

FALSE. Per the contract, the vaccine prototypes were part of a manufacturing demonstration, however the 'vaccine prototypes' would be categorized as emergency use authorized (EUA) or FDA-approved vaccines *after* receiving FDA authorization or FDA approval. If vaccine prototypes never received FDA authorization or approval, then they would have remained manufacturing prototypes and never distributed as vaccines to the US civilian population.

Pfizer's Operation Warp Speed contract with the DoD was to produce 100 million doses of a vaccine (vaccine prototype) ***capable of providing protection against SARS-CoV-2*** and related coronaviruses (variants) ***subject to*** FDA technical, clinical and regulatory success (laws and guidance).



Pfizer's mRNA vaccines COULD NOT have been made available to the American public until ***after*** FDA regulatory approval per Sec 564 of the FD&C Act for an EUA authorized product or Sect 351 of PHS Act for a FDA-approval of a biological product based on successful clinical trial data.

This Statement of Work is designed toward establishing production capacity and distribution infrastructure sufficient to ensure that doses of the vaccine manufactured under this Agreement can be made available immediately for administration in the US, if clinical trials are successful and the FDA grants an Emergency Use Authorization ("EUA") under Section 564 of the Federal Food, Drug, and Cosmetic Act or Biologics License Application ("BLA") licensure under Section 351(a) of the Public Health Service Act (hereafter "FDA-approved or authorized").

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1.1.2 ACTIVITIES UNDERTAKEN WITHOUT GOVERNMENT FUNDING

This section describes activities that Pfizer and BioNTech have been performing and will continue to perform without use of Government funding. These activities are described solely for background and context for the Government-funded deliverables itemized in Section 4.

A. Regulatory Planning

Pfizer will meet the necessary FDA requirements for conducting ongoing and planned clinical trials, and with its collaboration partner, BioNTech, will seek FDA approval or authorization for the vaccine, assuming the clinical data supports such application for approval or authorization. Given that these clinical trials are regulated by the FDA and HHS, there is no need for separate regulation by the U.S. Army Medical Research and Materiel Command. BioNTech is the Investigational New Drug ("IND") holder, while Pfizer is the designated agent for all interactions with the FDA and is taking the lead on all communications with and submissions to FDA.

https://www.hhs.gov/sites/default/files/pfizer-inc-covid-19-vaccine-contract.pdf

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If the FDA failed to provide authorization or approval, then Pfizer's manufactured vaccine doses would ***not*** be made available to the US or global market.

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The collaboration has rapidly advanced multiple COVID-19 vaccine candidates into human clinical testing based on BioNTech's proprietary mRNA vaccine platforms, with the objective of ensuring rapid worldwide access to the vaccine, if approved. The collaboration leverages Pfizer's broad expertise in vaccine research and development, regulatory capabilities, and global manufacturing and distribution network. The two companies are jointly conducting clinical trials, and will also work jointly to commercialize the vaccine upon regulatory approval.

Pfizer and BioNTech have already made substantial progress, outside this Statement of Work and without use of any Government funding, towards the demonstration of technical and manufacturing feasibility, including through the initiation of Phase 1/2 studies evaluating the likelihood of safety, tolerability and immunogenicity in the US and in Germany. The goal of the program is to rapidly develop and obtain regulatory licensure for a vaccine for use in adults ≥18 years of age, followed by a possible pediatric and/ or maternal indication (to protect ~4M US pregnant women at risk each year). Both companies aspire to have an FDA-approved or authorized vaccine ready for administration in the US by October 31, 2020. Based on current information, Pfizer and BioNTech anticipate a 2-dose per patient regimen.

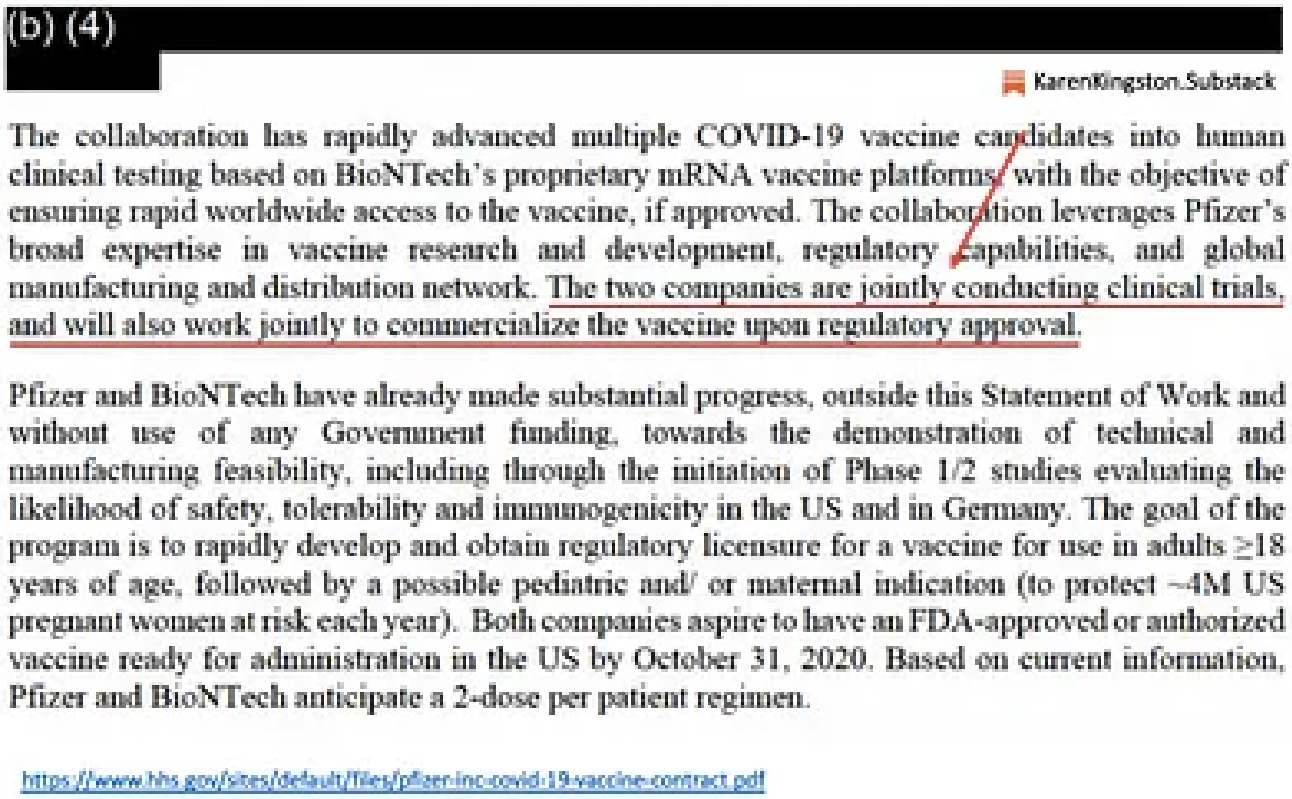
https://www.hhs.gov/sites/default/files/pfizer-inc-covid-19-vaccine-contract.pdf

This means that the 'vaccine prototypes' would be categorized as emergency use authorized (EUA) vaccines *after* receiving FDA authorization and then FDA-approved vaccines after receiving FDA-approval.

The term prototype is a legal term confirming the reduction in process clause in the contract, confirming Pfizer as the original inventor of the vaccine technology whether it be FDA-approved or FDA-authorized.

2. BioNTech is the Clinical Trial Sponsor and EUA/BLA Holder, NOT Pfizer.

FALSE. The contract states that Pfizer and BioNTech will work jointly together on the clinical trials and the commercialization for the vaccine upon regulatory approval (EUA authorization or FDA approval/BLA approval).



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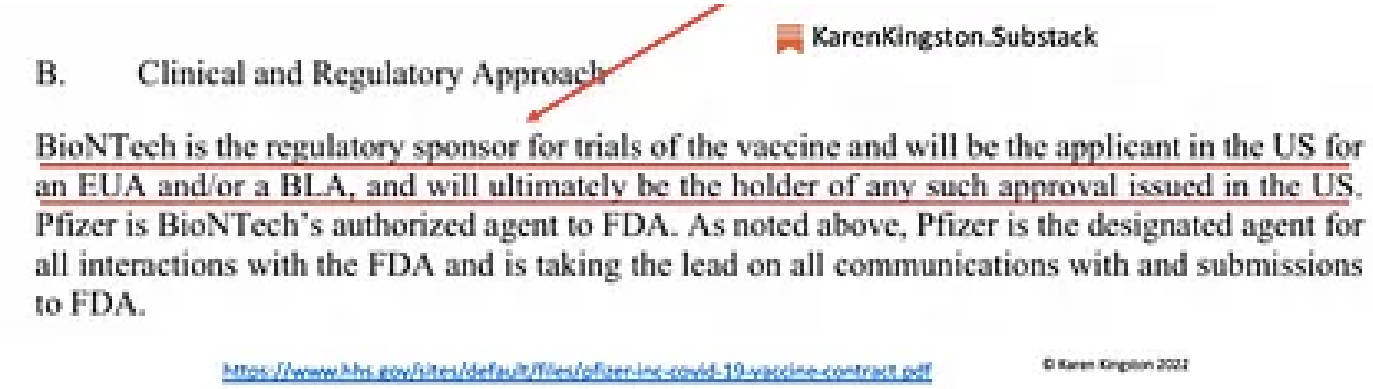
Although part of the contract states that BioNTech is the regulatory sponsor and the EUA/BLA holder, per the contract Pfizer was instructed to act as the clinical trial sponsor and EUA/BLA holder, and in fact, has acted in those roles.



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B. Clinical and Regulatory Approach

BioNTech is the regulatory sponsor for trials of the vaccine and will be the applicant in the US for an EUA and/or a BLA, and will ultimately be the holder of any such approval issued in the US. Pfizer is BioNTech's authorized agent to FDA. As noted above, Pfizer is the designated agent for all interactions with the FDA and is taking the lead on all communications with and submissions to FDA.

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Any attorney or contract expert worth their weight in salt would point out that *Section B. Clinical and Regulatory* is nullified by *Section A. Regulatory Planning* which designates;