

# **EXHIBIT 1**

**DECLARATION OF DR. SIMONE GOLD**

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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 799 104<sup>th</sup> 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 2<sup>nd</sup> 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,

A handwritten signature in black ink that reads "Simone Gold, MD, JD". The signature is written in a cursive, flowing style.

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