

NO. X06-UWY-CV18-6046436-S : SUPERIOR COURT
ERICA LAFFERTY, ET AL. : COMPLEX LITIGATION DOCKET
VS. : AT WATERBURY
ALEX EMRIC JONES, ET AL. : JULY 28, 2022

NO. X06-UWY-CV18-6046437-S : SUPERIOR COURT
WILLIAM SHERLACH : COMPLEX LITIGATION DOCKET
VS. : AT WATERBURY
ALEX EMRIC JONES, ET AL. : JULY 28, 2022

NO. X06-UWY-CV18-604638-S : SUPERIOR COURT
WILLIAM SHERLACH, ET AL. : COMPLEX LITIGATION DOCKET
VS. : AT WATERBURY
ALEX EMRIC JONES, ET AL. : JULY 28, 2022

CROSS-COMPLAINT

1. Alex Emric Jones, a defendant in this action, is employed by the co-defendant Free Speech Systems.

2. Free Speech Systems has promised and guaranteed to indemnify and hold harmless Alex Emric Jones from any damages or other costs which may be

assessed or entered against him in this litigation.

WHEREFORE Alex Emric Jones claims judgment against Free Speech Systems as follows:

1. An injunction requiring Free Speech Systems to honor and comply with its aforesaid obligation to indemnify and hold him harmless from any damages or other costs which may be assessed or entered against him in this litigation
2. An injunction requiring Free Speech Systems to attend and participate in the jury selection and trial of this action;
3. Compensatory damages if Free Speech Systems fails to attend and participate in the jury selection and trial of this action and to indemnify and hold him harmless from any damages or other costs which may be assessed or entered against him in this action;
4. Treble damages pursuant to Section 52-564 of the General Statutes if Free Speech Systems fails to comply with its obligations of indemnification delineated above.

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EMERGENCY MOTION TO STRIKE CROSS COMPLAINT

Alex Jones will do anything to delay trial in this case, including effectively suing himself. Mr. Jones's five-days-before-jury-selection-starts cross claim against his alter ego company Free Speech Systems, LLC is yet another bad faith tactic meant to obfuscate, to delay, and to create a false issue in this record in preparation for a new abusive bankruptcy filing. The cross claim alleges the fiction that this wholly controlled subsidiary promised to hold Jones harmless for damages in this case, inviting this proceeding to enter Mr. Jones's conspiracist world where found facts and sworn testimony mean nothing at all. To ensure that Jones does not benefit from this latest ploy, the cross claim should be stricken immediately as untimely and made in bad

faith. It must also be stricken immediately because it is pure fiction. It takes *two* parties to make a contract, and here there is only one: Jones completely controls FSS. Jones knows this and nonetheless filed it, in bad faith.

I. BRIEF HISTORY

These cases were filed in 2018. At no time since their filing until now has Alex Jones or Free Speech Systems asserted that a promise of indemnification was made by FSS to Alex Jones.

Due to the Jones defendants' egregious misconduct and prolonged abuse of process, the Court entered a disciplinary default, "a sanction ... of last resort." DN 574, 11/15/21 Order & Tr. at 15:16. The Jones defendants then attempted to recover their ability to contest liability by filing a Notice of Defenses. DN 594, 11/24/21, Notice of Defense. The Court struck the Notice of Defenses, ruling:

[T]he Alex Jones defendants are prohibited from contesting liability or raising affirmative defenses in light of the disciplinary default entered against them. Therefore, the notice of defenses is stricken, and the case will proceed as a hearing in damages as to these defendants.

DN 620.20, 12/24/21 Ruling.

The case is scheduled to commence jury selection in four days, on August 2. A motion in limine hearing is scheduled for August 8. Evidence is to commence evidence September 6. The Court has repeatedly stated that that trial date is firm.

Late in the afternoon yesterday, July 28, Alex Jones filed a cross claim against FSS. The plaintiffs now move the Court to strike this filing from the docket.

II. THE CROSS CLAIM SHOULD BE STRICKEN BECAUSE IT IS UNTIMELY AND WOULD DELAY TRIAL

Courts have the "inherent power "to manage [their] dockets and cases ... to prevent undue delays in the disposition of pending cases"... This power "is of ancient origin, having its roots in

judgments ... entered at common law ... and *dismissals* That power may be expressly recognized by rule or statute but it exists independently of either and arises because of the control that must necessarily be vested in courts in order for them to be able to manage their own affairs so as to achieve an orderly and expeditious disposition of cases.” *Disciplinary Counsel v. Hickey*, 328 Conn. 688, 704–05 (2018) (citations omitted) (emphasis in original). More specifically, the court has discretion to allow or forbid the filing of new pleadings after the pleadings have been closed. *See Ivimey v. Watertown*, 30 Conn. App. 742, 745, *cert. denied*, 226 Conn. 902 (1993); *Williams v. Dumais*, 34 Conn. Supp. 247, 250 (Super. Ct. 1977) (Grillo, J) (cross-claim stating “affirmative” claim “not in opposition to any litigant’s position” must be precluded and stricken under Conn. Gen. Stat. § 52-584 when filed after closing of pleadings); *Seletsky v. Roy*, 23 Conn. Supp. 139, 145 (Com. Pl. 1961) (pleadings closed at some point prior to eight months after answer filed and after reply and after defendant’s jury claim, precluding cross-claim).

The pleadings in this case are effectively closed. The Court’s default ruling and ruling striking the Notice of Defenses closed the pleadings by precluding the defendants from answering, limiting the pleadings to the plaintiffs’ complaint. The hearing in damages ordered by the Court will only concern that complaint. Further, no motion or request to make this filing was made pursuant to Practice Book Section 10-60.

The trial date is set, it is firm, and it is imminent. The cross claim is certain to cause delay if permitted. It is also prejudicial: if this supposed cross claim could be asserted in this case, the plaintiffs were entitled to be on notice of it long ago. In short, the cross claim is untimely and should be stricken as such. *See, e.g. Chase & Chase, LLC v. Waterbury Realty, LLC*, 2010 WL 3341471, at *1–2 (Conn. Super. Aug. 2, 2010) (Pellegrino, JTR).

And there is a far more important point that goes to timing: this cross claim is filed to create confusion and disruption in this case on the eve of trial. Moreover, it is filed in an attempt to insert a sham indemnity claim into this record, so that claim can be argued to a bankruptcy less familiar with the Jones defendants' litigation chicanery. For this reason, the Court should strike the claim immediately.

III. THE CROSS CLAIM SHOULD BE STRICKEN BECAUSE IT IS FILED IN BAD FAITH AND FLOUTS THE COURT'S DEFAULT RULINGS

The Court's power to strike a filing from the docket as a sanction is well established. *See Lafferty v. Jones*, 336 Conn. 332, 379-80 (2020), *cert. denied*, 209 L. Ed. 2d 529 (Apr. 5, 2021); *Yeager v. Alvarez*, 302 Conn. 772, 781 (2012). The Court may exercise this power if it finds "dilatatory, bad faith and harassing litigation conduct" but must do so with caution. *Lafferty*, 336 Conn. at 348-49.

The new Alex Jones cross complaint asserts that FSS promised to hold Jones harmless for damages and costs in this case, and seeks relief on that basis:

1. Alex Emric Jones, a defendant in this action, is employed by the codefendant Free Speech Systems.
2. Free Speech Systems has promised and guaranteed to indemnify and hold harmless Alex Emric Jones from any damages or other costs which may be assessed or entered against him in this litigation.

DN 898, 7/28/22 Cross Claim, at 1-2. Based on these two allegations, Mr. Jones asserts that FSS should be enjoined to remain in the case, to hold Jones harmless from damages in this litigation, and to pay treble damages for theft if it fails to do so. *Id.* at 2.¹

¹ Jones's claims are not eligible for the injunctive relief he seeks. "In the contractual context, a claim based on an express indemnification provision is a legal, rather than equitable, claim, and the remedies for breach are usually monetary in nature." *Johnson v. Johnson*, 902 N.W.2d 79, 85 (Minn. Ct. App. 2017) (citing *United Prairie Bank–Mountain Lake v. Haugen Nutrition & Equip., LLC*, 813 N.W.2d 49, 63 (Minn. 2012)).

These claims are not made in good faith, and that is plain from the factual record familiar to the Court. It is black letter law that a contract requires two parties, not just one:

contract *n.* (14c) **1.** An agreement *between two or more parties* creating obligations that are enforceable or otherwise recognizable at law <a binding contract>....

CONTRACT, Black's Law Dictionary (11th ed. 2019) (emphasis supplied).

A "contract" in which a party contracts with himself is void:

There must be at least two parties to a contract. It is not possible for an individual, simply by his own mental operations, to enter into a contract with himself, or with himself and others, *even though he acts in different capacities.*" This appears to be the general, if not universal, rule. 17 C.J.S. Contracts § 26; 17 Am.Jur.2d, Contracts § 15; Simpson, Law of Contracts § 3; Restatement (Second) of Contracts § 3 (1981).

Kumberg v. Kumberg, 232 Kan. 692, 699–700 (1983) (emphasis added) (holding that lease between individual and a corporate entity he controlled "was an attempt . . . to contract with himself, and was void"); *Persky v. Bank of Am. Nat. Ass'n*, 261 N.Y. 212, 219-20 (1933) ("There must always be two parties to a contract and a promise to pay or a guaranty of a payment ceases to be a contract when the promisor becomes the owner of his own promise."). Alternatively, such a self-serving transaction is void for unconscionability. *Blackrock Cap. Inv. Corp. v. Fish*, 239 W. Va. 89, 97-102 (2017) (holding unconscionable an indemnity agreement imposed on a corporation as a result of the principals' "effectively contracting with themselves through their exclusive control, authority, and dominion" over both the parent and subsidiary corporations that were parties to the agreement, and noting that they did so primarily to "insulate themselves from any and all liability").

Alex Jones clearly has the will and the intent to use FSS to shield himself, as he attempts to do by this cross claim. The binding factual record here establishes, however, that this pleading and his conduct in attempting to proceed with it is unconscionable and in bad faith. Alex Jones undisputedly has complete control over FSS and so cannot claim he contracted with FSS to be

held harmless. The Court found Jones's "sole" control in its default ruling: "The Court notes Mr. Jones is sole controlling authority of all the defendants." DN 574.00, Order, 11-15-21 (Default Ruling) at 16. Mr. Jones's sworn interrogatories establish his exclusive control:

1. Identify:
 - a. All business organizations and/or other entities in which you have ownership and/or control
 - b. The officers or members of all organizations and/or entities responsive to part (a)
 - c. The shareholders or other owners of all organizations and/or entities responsive to part (a)...

ANSWER:

- a. I, Alex Jones, have ownership and/or control of the following business organizations and/or other entities: Free Speech Systems LLC....
- b. I am the sole officer and member of all the organizations and/or entities responsive to part (a).
- c. I am the sole shareholder and owner of all organizations and/or entities responsive to part (a).

Ex. A, Sworn Interrogatories of Alex Jones; *see also id.* Sworn Interrogatories of FSS signed by Alex Jones. The sworn testimony of FSS's corporate representative establishes Mr. Jones's exclusive control:

Q Okay. All right. So, Mr. Zimmerman Free Speech Systems is owned and operated by Alex Jones, correct?

A That's correct.

Q And does he have authority over all Free Speech Systems operations?

A That's correct.

Q Okay. He is the CEO and owner?

A That's correct.

Q And does he have the authority to hire and fire anybody of his choosing?

A That's correct.

Q And does he have authority to overrule any decision made by a subordinate?

A That's correct.

Q And he has ultimate authority over Free Speech finances?

A That's correct.

Q And he is not accountable to a board of directors or governing authority, correct?

A Correct

Ex. B, 6/24/21 FSS Dep. at 89-90. And establishes it again:

Q So, Free Speech Systems is a for profit media company, correct?

A Yes.

Q It's owned 100 percent by Alex Jones; is that right?

A Yes.

Q And Mr. Jones has 100 percent control over how its revenue is allocated; correct?

A Yes.

Ex. C, 3/15/22 FSS Dep. at 65-66.

The Court's default rulings establish Mr. Jones's exclusive control. The Complaint alleges that FSS is "owned, controlled and/or operated by Alex Jones" and is "employed by him to hold and generate revenue for him," Compl. ¶ 35, and these allegations *are admitted and conclusively established* due to the default rulings.²

Not only does the cross claim defy admitted facts, it also contravenes the Court's order striking the defendants' Notice of Claims, in which it "prohibited [them] from contesting liability" and ordered the case to "proceed as a hearing in damages as to these defendants." DN 620.10. A claim for contractual indemnity is a matter of liability, not damages. *See Brass Mill Ctr., LLC v. Subway Real Est. Corp.*, 2020 WL 4333451, at *2 (Conn. Super. Ct. June 11, 2020) (Roraback, J.) (finding that a default established liability for indemnity claim pleaded in original complaint and ordering hearing in damages); *Kamen v. U.S. Med. Corp.*, No. CV920333473, 1997 WL 187173, at *5 (Conn. Super. Ct. Apr. 8, 1997) (Hodgson, J.) (same). As such, the Court's prior rulings foreclose Mr. Jones's new supposed indemnity claim.

In short, Jones's assertions that FSS "promised and guaranteed to indemnify and hold harmless Alex Emeric Jones from any damages or other costs which may be assessed

² *Smith v. Snyder*, 267 Conn. 456, 464 (2004) ("[T]he entry of a default constitutes an admission by the defendant of the truth of the facts alleged in the complaint."); *DeBlasio v. Aetna Life & Cas. Co.*, 186 Conn. 398, 401 (1982) (same); *Dziedzic v. Pine Island Marina, LLC*, 143 Conn. App. 644, 645 (2013) ("As our Supreme Court has explained, the entry of a default judgment conclusively establishes the facts alleged in the plaintiff's complaint."); *Guzman v. Yeroz*, 167 Conn. App. 420, 422 n.2 (2016) (same).

or entered against him in this litigation,” DN 898, 7/28/22 Cross Claim, at 1-2, are made in bad faith, because FSS has no independent existence from Jones and so no ability to “promise[]” and “guarantee[]” him anything. Not only is the cross claim filed in defiance of the record, it is once again a filing made to obfuscate, delay and gain tactical advantage. For all these reasons, it should be stricken.

IV. CONCLUSION

For these reasons, Alex Jones’s cross claim should be stricken immediately.

THE PLAINTIFFS,

By /s/ Alinor C. Sterling
ALINOR C. STERLING
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Fax: (203) 368-3244
JURIS #32250

CERTIFICATION

I certify that a copy of the above was or will immediately be mailed or delivered electronically or nonelectronically on this date to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

For Alex Emric Jones and Free Speech Systems, LLC:

Norman A. Pattis, Esq.
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For Alex Emric Jones:

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/s/ Alinor C. Sterling
ALINOR C. STERLING
CHRISTOPHER M. MATTEI
MATTHEW S. BLUMENTHAL

EXHIBIT A

Docket No. FBT-CV-18-6076475-S : JUDICIAL DISTRICT
: OF FAIRFIELD
ERICA LAFFERTY, et al. :
: AT BRIDGEPORT
v. :
: JANUARY 24, 2019
ALEX JONES, et al. :

**RESPONSES TO PLAINTIFFS' FIRST SET OF SPECIAL INTERROGATORIES TO
ALEX JONES**

1. Identify:

- a. All business organizations and/or other entities in which you have ownership and/or control**
- b. The officers or members of all organizations and/or entities responsive to part (a)**
- c. The shareholders or other owners of all organizations and/or entities responsive to part (a)**
- d. The employees of all organizations and/or entities responsive to part (a)**

ANSWER:

- a. I, Alex Jones, have ownership and/or control of the following business organizations and/or other entities: Free Speech Systems LLC, InfoWars LLC, InfoWars Health LLC, and PrisonPlanet TV LLC**
- b. I am the sole officer and member of all the organizations and/or entities responsive to part (a).**
- c. I am the sole shareholder and owner of all organizations and/or entities responsive to part (a).**
- d. The employees of all organizations and/or entities responsive to part (a) are attached hereto as Exhibit 1. Free Speech Systems has the employees listed in Exhibit 1, and the Department heads/managers are as follows: Rob Dew, Manager of Media/Video Production; Paul Joseph Watson, Editor/Manager of Writers; Tim Fruge, Director of Business Operations.**

concerning that subject matter. Identify the owner of such domain names or URLs.

ANSWER:
Infowars.com, PrisonPlanet.com, prisonplanet.tv

5. Identify any witnesses you may call at a hearing on a special motion to dismiss.

ANSWER:
Alex Jones and the Plaintiffs

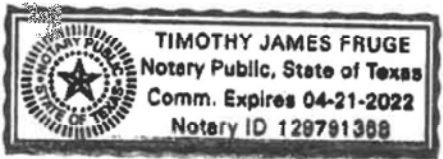
Under the penalty of perjury, I certify the above answers to these interrogatories are true and complete to the best of my knowledge.

Alex Jones Dated: 3-29-19
Alex Jones

Subscribed and Sworn before me:

Timothy Fruge Dated: 3-29-19
Timothy Fruge

My Commission Expires:



Docket No. FBT-CV-18-6076475-S : JUDICIAL DISTRICT
:
ERICA LAFFERTY, et al. : OF FAIRFIELD
:
v. : AT BRIDGEPORT
:
ALEX JONES, et al. : JANUARY 24, 2019

**RESPONSES TO PLAINTIFFS' FIRST SET OF SPECIAL INTERROGATORIES TO
FREE SPEECH SYSTEMS LLC, INFOWARS, LLC, PRISON PLANET TV LLC and
INFOWARS HEALTH, LLC**

1. Identify:

- a. Your officers**
- b. Your members**
- c. Your shareholders or other owners**
- d. Your employees**
- e. All business organizations and/or other entities in which you have ownership and/or control**

ANSWER:

a. b. & c. I, Alex Jones, am the sole owner, officer and member of each of the above named LLCs.

d. Only Free Speech Systems LLC has employees those employees are attached hereto as Exhibit 1. The Department heads/managers of Free Speech Systems LLC are as follows: Rob Dew, Manager of Media/Video Production; Paul Joseph Watson, Editor/Manager of Writers; Tim Fruge, Director of Business Operations.

2. Identify employees responsible for marketing data, research, and/or analytics concerning Infowars, Infowars.com, The Alex Jones Radio Show, and Alex Jones. If such responsibilities were outsourced or contracted out, identify the individual and/or entities to whom they were contracted.

Shooting, Sandy Hook Investigation, Non-Governmental Investigation, Sandy Hook Families, or Sandy Hook Hoax Theory, or otherwise contain content concerning that subject matter. Identify the owner of such domain names or URLs.

ANSWER:

As to Free Speech Systems LLC only: Infowars.com, PrisonPlanet.com, prisonplanet.tv. There are dozens of other URLs, but those are either not active or are set up to act as pointer (redirect) site to the main Info Wars website. A list can be assembled, there are no such URLs referencing Sandy Hook or mass shootings.

The other entities have no URLs.

5. Identify any witnesses you may call at a hearing on a special motion to dismiss.

ANSWER:

Alex Jones and the Plaintiffs

Under the penalty of perjury, I certify the above answers to these interrogatories are true and complete to the best of my knowledge.

Alex Jones Dated: 3-29-19
Alex Jones as member of Infowars LLC, Free Speech Systems LLC, Infowars Health LLC, Prison Planet TV LLC

Subscribed and Sworn before me:

Timothy Fruge Dated: 3-29-19
Timothy Fruge

My Commission Expires:

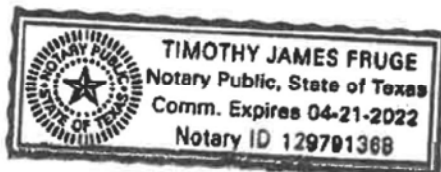


EXHIBIT B

NO. X06-UWY-CV-18-6046436S) SUPERIOR COURT
)
ERICA LAFFERTY, ET AL,) COMPLEX LITIGATION DOCKET
)
VS.) AT WATERBURY
)
ALEX EMRIC JONES, ET AL,) JUNE 24, 2021
)
_____)
)
NO. X-06- UWY-CV18-6046437-S) SUPERIOR COURT
)
WILLIAM SHERLACH,) COMPLEX LITIGATION DOCKET
)
VS.) AT WATERBURY
)
ALEX EMRIC JONES, ET AL.) JUNE 24, 2021
)
_____)
)
NO. X06-UWY-CV-18-6046438S) SUPERIOR COURT
)
WILLIAM SHERLACH, ET AL.,) COMPLEX LITIGATION DOCKET
)
VS.) AT WATERBURY
)
ALEX EMRIC JONES, ET AL.) JUNE 24, 2021

CONFIDENTIAL

ORAL AND VIDEOTAPED DEPOSITION OF
FREE SPEECH SYSTEMS, LLC
BY
MICHAEL ZIMMERMANN
JUNE 24, 2021

ORAL AND VIDEOTAPED DEPOSITION OF MICHAEL ZIMMERMANN,
produced as a witness at the instance of the PLAINTIFF, and
duly sworn, was taken in the above-styled and -numbered cause
on JUNE 24, 2021, from 9:00 a.m. to 4:10 p.m., before

1 Rosalind Dennis, Notary in and for the State of Texas, reported
2 by machine shorthand, appearing remotely from Dallas, Texas,
3 pursuant to the Federal Rules of Civil Procedure and the
4 provisions stated on the record or attached hereto.

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A P P E A R A N C E S

FOR THE PLAINTIFFS:

CHRISTOPHER M. MATTEI, ESQ.
MATTHEW S. BLUMENTHAL, ESQ.
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FOR THE DEFENDANTS:

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100 Pearl Street
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(702) 420-2001

ALSO PRESENT:

Joel Raguso - Videographer

1 10-minute break, that'd be --

2 THE WITNESS: Yeah. We can do 10, roll for
3 another hour or so, and then do that.

4 MR. MATTEI: Great. Thank you.

5 THE WITNESS: Okay.

6 THE VIDEOGRAPHER: We are off the record. The
7 time to 16:13 UTC.

8 (Break taken from 11:13 a.m. to 11:25 a.m.)

9 THE INTERPRETER: We are on the record. The
10 time is 16:25 UTC.

11 EXAMINATION

12 BY MR. MATTEI:

13 Q. Mr. Zimmermann, did anybody provide you with any
14 information during the break?

15 A. No.

16 Q. Okay. All right. So, Mr. Zimmermann
17 Free Speech Systems is owned and operated by Alex Jones,
18 correct?

19 A. That's correct.

20 Q. And does he have authority over all Free Speech
21 Systems operations?

22 A. That's correct.

23 Q. Okay. He is the CEO and owner?

24 A. That's correct.

25 Q. And does he have the authority to hire and fire

1 anybody of his choosing?

2 A. That's correct.

3 Q. And does he have authority to overrule any decision
4 made by a subordinate?

5 A. That's correct.

6 Q. And he has ultimate authority over Free Speech
7 finances?

8 A. That's correct.

9 Q. And he is not accountable to a board of directors or
10 any governing authority, correct?

11 A. Correct.

12 Q. When did Free Speech Systems hire its first employee?

13 A. The company maintains records. I don't have
14 information on that with me today?

15 Q. Can Free Speech Systems approximate the year that it
16 first hired an employee?

17 A. Approximately 2007, 2008.

18 Q. How many people are employed by Free Speech Systems
19 presently?

20 A. Presently, approximately 80.

21 Q. Who within Free Speech Systems reports directly to
22 Alex Jones?

23 A. Would be Blake Roddy for e-commerce. Melinda Flores
24 for, accounting, Michelle Fruge for customer service. Rob Dew
25 as the news director.

1 NO. X06-UWY-CV-18-6046436S) SUPERIOR COURT
1 ERICA LAFFERTY, ET AL,)
1 VS.) COMPLEX LITIGATION DOCKET
1 ALEX EMRIC JONES, ET AL,) AT WATERBURY
1) JUNE 24, 2021
1 _____)
1 NO. X-06- UWY-CV18-6046437-S) SUPERIOR COURT
1 WILLIAM SHERLACH,) COMPLEX LITIGATION DOCKET
1 VS.) AT WATERBURY
1 ALEX EMRIC JONES, ET AL.) JUNE 24, 2021
1 _____)
1 NO. X06-UWY-CV-18-6046438S) SUPERIOR COURT
1 WILLIAM SHERLACH, ET AL.,) COMPLEX LITIGATION DOCKET
1 VS.) AT WATERBURY
1 ALEX EMRIC JONES, ET AL.) JUNE 24, 2021

15 REPORTER'S CERTIFICATION

16 DEPOSITION OF MICHAEL ZIMMERMANN

17 JUNE 24, 2021

18
19 I, Rosalind Dennis, Notary in and for the State of Texas,
20 hereby certify to the following:

21 That the witness, MICHAEL ZIMMERMANN, was duly sworn by
22 the officer and that the transcript of the oral deposition is a
23 true record of the testimony given by the witness;

24 That the original deposition was delivered to Mr. Mattei.

25 That the amount of time used by each party at the

1 deposition is as follows:

2 MR. MATTEI05 HOUR(S) : 23 MINUTE(S)

3 MR. WOLMAN00 HOUR(S) : 26 MINUTE(S)

4 That pursuant to information given to the deposition
5 officer at the time said testimony was taken, the following
6 includes counsel for all parties of record:


7 Mr. Mattei Attorney for the Plaintiff.

8 Mr. Wolman Attorney for the Defendant.

9 I further certify that I am neither counsel for, related
10 to, nor employed by any of the parties or attorneys in the
11 action in which this proceeding was taken, and further that I
12 am not financially or otherwise interested in the outcome of
13 the action.

14 Certified to by me this 12th day of July, 2021.

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ROSALIND DENNIS
Notary in and for the
State of Texas
Notary: 129704774
My Commission Expires: 10/8/2022
US LEGAL SUPPORT
8144 Walnut Hill Lane
Suite 120
Dallas, Texas 75231
214-741-6001
214-741-6821 (FAX)
Firm Registration No. 343

EXHIBIT C

STATE OF CONNECTICUT
SUPERIOR COURT
COMPLEX LITIGATION DOCKET
HELD AT WATERBURY

- - - - -X
ERICA LAFFERTY, et al.,
PLAINTIFFS,
vs. X06-UWY-CV18-6046436-S
ALEX EMRIC JONES, et al.,
DEFENDANTS.

- - - - -X
WILLIAM SHERLACH,
PLAINTIFF,
vs. X06-UWY-CV18-6046437-S
ALEX EMRIC JONES, et al.,
DEFENDANTS.

- - - - -X
WILLIAM SHERLACH, et al.,
PLAINTIFFS,
vs. X06-UWY-CV18-6046438-S
ALEX EMRIC JONES, et al.,
DEFENDANTS.

- - - - -X
V I D E O T A P E D D E P O S I T I O N
The videotaped deposition of BRITTANY PAZ
was taken pursuant to notice at the offices of Known
Coworking, 39 Orange Street, 4, New Haven, Connecticut,
before Viktoria V. Stockmal, RMR, CRR, license #00251, a
Notary Public in and for the State of Connecticut, on
Tuesday, March 15, 2022, at 10:04 a.m.

1 A P P E A R A N C E S:

2 ATTORNEYS FOR THE PLAINTIFFS:

3 KOSKOFF KOSKOFF & BIEDER, PC
4 350 Fairfield Avenue, Suite 501
5 Bridgeport, CT 06604
6 Tel: 203-336-4421
7 E-mail: asterling@koskoff.com
8 cmattei@koskoff.com
9 mblumenthal@koskoff.com

10 CHRISTOPHER M. MATTEI, ESQ.
11 ALINOR C. STERLING, ESQ. (Appearing remotely)
12 MATT BLUMENTHAL, ESQ. (Appearing remotely)
13 PRITIKA SESHADRI

14 ATTORNEYS FOR THE DEFENDANTS:

15 FOR ALEX EMRIC JONES, INFOWARS, LLC, FREE SPEECH
16 SYSTEMS, LLC, INFOWARS HEALTH, LLC and PRISON
17 PLANET TV, LLC:

18 PATTIS & SMITH, LLC
19 383 Orange Street, First Floor
20 New Haven, CT 06511
21 Tel: 203-393-3017
22 E-mail: npattis@pattisandsmith.com

23 NORMAN A. PATTIS, ESQ. (Appearing remotely)
24 ZACH REILAND, ESQ.

25 FOR GENESIS COMMUNICATIONS NETWORK, INC.:

 BRIGNOLE, BUSH & LEWIS
 73 Wadsworth Street
 Hartford, CT 06106
 Tel: 860-527-9973
 E-mail: mcerame@brignole.com

 MARIO CERAME, ESQ. (Appearing remotely)

 ALSO PRESENT:

 Joseph Raguso, Videographer

1 she was Melinda's predecessor.

2 Q Do you know if she's been deposed in this case?

3 A I'm not sure.

4 Q Well, you didn't make any effort to speak with
5 her?

6 A No.

7 Q Did you make any effort to speak with David
8 Jones?

9 A No.

10 Q David Jones, do you know what his position was
11 at Free Speech Systems?

12 MR. PATTIS: Objection to form. Assumes a
13 fact not in evidence.

14 BY THE WITNESS:

15 A Currently?

16 Q At any time.

17 He doesn't work for Free Speech Systems right
18 now; does he?

19 A I don't believe he does.

20 Q He was previously an employee; right?

21 A I don't know. I'm sorry. I don't know if he's
22 ever been on the books. I'm not sure.

23 Q Did you make any effort to speak with him?

24 A No.

25 Q So, Free Speech Systems is a for profit media

1 company; correct?

2 A Yes.

3 Q It's owned 100 percent by Alex Jones; is that
4 right?

5 A Yes.

6 Q And Mr. Jones has 100 percent control over how
7 its revenue is allocated; correct?

8 A Yes.

9 Q And Free Speech Systems owns a number of media
10 assets; is that right?

11 A I don't understand the question.

12 Q Free Speech Systems owns a number of websites;
13 correct?

14 A Yes.

15 Q It owns banned.video.com; right?

16 A Yes.

17 Q It owns InfoWars.com?

18 A Yes.

19 Q It owns NewsWars.com; right?

20 A I'm not sure.

21 Q Okay.

22 And the -- Free Speech Systems also owns a
23 number of programming properties like the Alex Jones
24 Show; correct?

25 A Yes.

