IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

AMERICAN ACADEMY OF
PEDIATRICS, ET AL

Plaintiffs

Versus **Case no. 1:25-cv-11916-WGY**

ROBERT F. KENNEDY , JR , et al

Defendants

_____/

MOTION TO INTERVENE AS DEFENDANT

For the reasons stated in the attached memorandum of points and authorities Jose A Perez respectfully requests that the court permit his intervention as a matter of right under Federal Rule of Civil Procedure 24(a)(2) or in the alternative permit him to intervene under Rule 24(b).

Respectfully Submitted,

Jose A. Perez
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917-817-6104
theaesculapius@gmail.com

CERTIFICATE OF SERVICE

It is hereby certified that on 17th July 2025 a true and correct copy of the foregoing document was served upon all counsel of record via email. Additional copies were mailed as follows:

The Honorable
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BRIEF IN SUPPORT OF THE MOTION TO INTERVENE

INTRODUCTION

Jose A. Perez , a retired Infectious Diseases Physician Assistant , appears in propia persona and avers as follows:

On May 27th, 2025 the Honorable Robert F. Kennedy , Jr removed the Covid vaccine from the CDC's recommended immunization schedules . Mr. Perez believes that the Secretary of the United States Department of Health and Human Services' decision is 100% correct . Therefore Mr. Perez respectfully seeks to participate as an intervening defendant in the above captioned lawsuit .

Mr. Perez is challenging as contrary to federal law and scientific evidence the claim that the covid19 vaccine provides protective immunological prophylaxis. The evidence will also show that the microorganism which allegedly causes covid19 , SARS-CoV2, has never been isolated and purified.

He will further show that Plaintiff American Academy of Pediatrics is conflicted by economic interest: (a) it's member doctors received $50 for each Medicaid patient aged 6 months and older, who get the covid vaccination[1].; (b) pediatrician also receive $400 for each pediatric patient that completed all the vaccinations listed [2]—(c) and if all their patients are fully vaccinated, the pediatrician would be eligible for a $105,600 year-end bonus[3]. (d) Pfizer paid undisclosed sums to front groups that advocated for covid19 mandates thereby hiding their conflict of interest[4]. Hence Mr. Perez respectfully submits that Pfizer in the real party in interest.

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[1] https://www.lewrockwell.com/2023/05/joseph-mercola/is-this-why-pediatricians-push-vaccines/
[2] Ibid
[3] Ibid
[4] https://www.leefang.com/p/pfizer-quietly-financed-groups-lobbying

FACTUAL BACKGROUND

1- Jose A. Perez has a right to life and to defend the same, guaranteed by the Fifth Amendment[5] and the Privileges and Immunities Clause [6].

2- Congress requires that the approval of new vaccines be based upon properly conducted clinical trials and solid scientific principles[7].

3- A vaccine within the meaning of US Law[8] and the immunological science[9] must **PREVENT** disease .

4- Human beings are subject to be invaded , i.e. infected, by disease causing microorganisms known as pathogens[10].

5- The Science of Medicine has created systems by which to identify pathogens[11]. For example, the purpose of the "culture and sensitivity test"[12] is (a) to help identify the organism which is causing an infection and (b) identify a targeted treatment to combat the pathogen.

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[5] Abigail Alliance v Von Eschenbach, 445 F. 3d 470, 484 (DC Cir-2006) citing Cruzan v Director, Missouri Department of Health , 497 US 261 (1990)
[6] Corfield v Coryell, 6 F Cas 546 , 551-552 (3rd Cir-- 1823) citing U.S. CONST. art. IV, § 2, cl. 1
[7] Edison Pharm Co v FDA , 600 F.2d 831, 843 (DC CIR-1979); Holland Rantos Co. v US Dept of Health and Welfare , 587 F.2d 1173, 1174 (DC Cir-1978) citing 21 USC 355 (d) ; see also 21 USC 3210(p)(1)
[8] Jacobson v. Massachusetts, 197 U.S. 11 (1905) (prevention of smallpox) ; In Re Application of Dr Giuseppe Scala , USPTO 09/869,003 – The term vaccine by definition implies a preparation which prevents disease - Attachment 2 three pages
[9] In Re Application of Doctor Giuseppe Scala, supra, citing Illustrated Dictionary of Immunology
10 https://www.ncbi.nlm.nih.gov/books/NBK26917/
11 https://elsevier.health/en-US/preview/culture-sensitivity-testing
12 Ibid

6- The Culture and Sensitivity test is an offshoot from the scientific method known as Koch's Postulates[13].

7- The postulates state that to establish that an organism is the cause of a disease[14]: (a) it must be found in all cases of the disease examine and must be absent from healthy organisms; (b) the suspected pathogen must be prepared and maintained in a pure culture; (c) the cultured organism must be capable of producing the original infection, even after several generations in culture (d) the same organism must be retrievable from an inoculated animal and cultured again.;

8- The term isolation and purification are the scientific terms used when a pathogen is identified[15].

9- In science, replication means repeating an experiment or study, ideally by a different research team, to confirm the original findings and increase confidence in the results[16].

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13 https://bio.libretexts.org/Courses/Mansfield_University_of_Pennsylvania/BSC_3271%3A_Microbiology_for_Health_Sciences_Sp21_(Kagle)/01%3A_Introduction/1.01%3A_An_Invisible_World/1.1.03%3A_The_Beginnings_of_Modern_Microbiology/1.1.3.02%3A_Koch%27s_Postulates_and_Pure_Culture

14 Ibid

15 https://www.taylorfrancis.com/chapters/edit/10.1201/9781420004038-18/isolation-pathogens-francesco-origgi-jean-par%C3%A9

16 https://www.aje.com/arc/why-is-replication-in-research-important/

10- It is allege that SARS-CoV2 is the pathogen that causes the covid19 condition[17].

11- No scientist has ever identified an experiment wherein the SARS-CoV2 virus was isolated , purified and replicated.

12- No scientist has ever identified an experiment wherein it was demonstrated that the SARS-CoV2 virus causes the covid19 condition.

13- It is alleged that the proper diagnostic technique to identify the SARS-CoV2 virus is the RT-PCR Test[18].

14- But no scientist has ever identified an experiment wherein it was demonstrated and replicated that the RT-PCR Test can identify the SARS-CoV2 virus.

15- On July 21st, 2020 Pfizer signed a contract with the US government wherein Pfizer promised to deliver an state of the art vaccine "capable of providing **protection** against the SARS-CoV-2 threat[19]".

16- On September 2nd, 2009 the Department of Justice (DOJ) announced that it had levied a $2.3 billion fine upon Pfizer for Fraudulent

[17] https://www.who.int/health-topics/coronavirus#tab=tab_1
[18] https://pmc.ncbi.nlm.nih.gov/articles/PMC7459180/
[19] Attachment 1, three pages

Marketing[20]. According to the DOJ it was the largest health care fraud settlement in the history of the Department .

17- On October 11, 2022 Ms Janine Small , Pfizer's President admitted UNDER OATH before the European Parliament that it's vaccine "has never been tested before its release to the public on its ability to **PREVENT** the transmission of covid19"[21]

18- According to the World Health Organization the effectiveness of a vaccine is calculated by how well a vaccine PREVENTS DISEASE [22]. The mathematical equation requires that during the clinical trials the numbers of people PREVENTED from getting the disease be divided by the total number of individuals in the group – for example, if there were 100 individuals in the clinical trial , and 95 of them were prevented from getting the disease then one must divide 95/100 which equals 95%.

19- But Pfizer's President Small admitted that the ability of the covid19 vaccine to prevent disease **WAS NO TESTED** during the clinical trials. . How then did former Whitehouse covid19 Czar - Anthony S Fauci – calculate that the covid19's vaccine efficacy was an extraordinary 95% ? [23]

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[20] https://www.justice.gov/archives/opa/pr/justice-department-announces-largest-health-care-fraud-settlement-its-history

[21] https://lynnwoodtimes.com/2022/10/11/covid-transmission-221011/

[22] https://www.who.int/news-room/feature-stories/detail/vaccine-efficacy-effectiveness-and-protection

[23] https://www.youtube.com/watch?v=t1X2d-FUIvQ&t=56s

Mr. Perez respectfully submits that he could not. Reason President Biden offered Doctor Fauci a Presidential Pardon which Doctor Fauci accepted [24].

20- Plaintiff American Academy of Pediatrics is conflicted by economic interest: (a) it's member doctors received $50 for each Medicaid patient aged 6 months and older, who got the covid vaccination[25].; (b) pediatrician also receive $400 for each pediatric patient that completed all the vaccinations listed [26]—(c) and if all their patients are fully vaccinated, the pediatrician would be eligible for a $105,600 year-end bonus[27]. (d) Pfizer paid undisclosed sums to front groups that advocated for covid19 mandates thereby hiding their conflict of interest[28].

21- As of February 2023 Pfizer, BioNTech, Moderna, and Sinovac have made an extraordinary $90 billion in profits on their COVID-19 vaccines [29]

ARGUMENT

The evidence shows that the Defendants failed or refused to sue Pfizer even though Pfizer lied about delivering a vaccine capable of providing **protection** against the SARS CoV2 Virus. Unbelievably , the Defendants

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[24] https://www.washingtonexaminer.com/policy/healthcare/3257413/biden-pardons-fauci-preemptively/
[25] https://www.lewrockwell.com/2023/05/joseph-mercola/is-this-why-pediatricians-push-vaccines/
[26] Ibid
[27] Ibid
[28] https://www.leefang.com/p/pfizer-quietly-financed-groups-lobbying
[29] https://www.somo.nl/big-pharma-raked-in-usd-90-billion-in-profits-with-covid-19-vaccines/

conducted serious business with Pfizer even though it has a well known history of civil and criminal fraudulent marketing[30].

Furthermore , As shown by investigative reporter Lee Fang, it is Pfizer 's modus operandi to use front businesses to drum up business. Hence more than likely the instant lawsuit was orchestrated by Pfizer. They have the means , motive and opportunity. They are the real party in interest.

Circuit precedent all but compels the conclusion That Mr. Perez ought to be permitted to intervene as a matter of right because he has a significantly protectable interest in the subject matter of the suit [31]. Mr. Perez , a private citizen, is under no constraints to waive or settle issues due to political expediency.

Furthermore , Mr. Perez has shown that that the legal representation afforded by existing parties likely will prove inadequate[32]. Allowing Mr. Perez to intervene in this situation would not only enable Mr. Perez to defend his own interests, but would also ensure that the Court has the benefit of a full, adversarial presentation on the issues by parties with a concrete state in the outcome of the litigation.

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[30] Supra, item #16

[31] PSC of New Hampshire v Patek, 173 FRD 17 (D New Hampshire-1997) citing The Travelers Indemnity Co v Dingwell, 884 F. 2d 629 (1st Cir-1989)

[32] PSC of New Hampshire v Patek, 173 FRD 17 (D New Hampshire-1997) citing Trbovich v. United Mine Workers, 404 US 528 , 538 n. 10, (1972).

Mr. Perez respectfully submits that since he seeks to be an intervening defendant he is not required to show that he has standing as long as, at least , one original defendant is defending the cause of action.[33] .

Respectfully Submitted

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[33] Horne v Flores, 557 US 433, 446 (2009) citing Arlington v Metropolitan Housing , 429 US 252, 264 FN9 (1977); Secretary of Interior v California, 464 US 312, 319 FN3 (1984)

DEPARTMENT OF THE ARMY
U.S. ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NEW JERSEY 07806-5000

REPLY TO
ATTENTION OF

21 July 2020

Army Contracting Command – New Jersey
ACC-NJ, Building 9
Picatinny Arsenal, NJ 07806

SUBJECT: Technical Direction Letter for Medical CRBN Defense Consortium (MCDC), Request for Prototype Proposals (RPP) 20-11, Objective PRE-20-11 for "COVID-19 Pandemic – Large Scale Vaccine Manufacturing Demonstration" (Pfizer, Inc.)

REF: Prizer Request for Technical Direction Letter, RPP 20-11 under OTA W15QKN-16-9-1002 for Objective PRE-20-11, dated 20 July 2020

Advanced Technology International
ATTN: (b) (6), Sr. Contracts Manager
315 Sigma Drive
Summerville, SC 29486

Dear (b) (6),

The Army Contracting Command – New Jersey (ACC-NJ), in supporting the Joint Project Manager – Medical Countermeasure Systems (JPM-MCS), issued MCDC RPP 20-11 on 09 June 2020. Members of the MCDC submitted proposals in accordance with this RPP. The Government received and evaluated all proposal(s) submitted and a Basis of Selection has been executed, selecting Pfizer, Inc. as the awardee. The Government requests that a Firm-Fixed-Price Project Agreement be issued to Pfizer, Inc. to award this proposal under Other Transaction Agreement W15QKN-16-9-1002, to be performed in accordance with the attached Government Statement of Work (SOW).

Based upon the acceptable update of Pfizer, Inc.'s proposal for "COVID-19 Pandemic – Large Scale Vaccine Manufacturing Demonstration" and 1) The Project Agreement Recipient's concurrence with the requirements included in the Government SOW; 2) An acceptable milestone schedule that meets SOW requirements, and; 3) The price proposed that has been analyzed by the Government, you are hereby directed to issue a Project Agreement to Pfizer, Inc. for the subject project. The total project value has been determined fair and reasonable and Pfizer, Inc.'s proposal has been selected IAW the above referenced Basis of Selection.

The total approved cost to the Government for this effort is not to exceed $1,950,097,500.00. The break-out of the costs is as follows: $1,950,000,000.00 to perform project efforts included in the SOW and $97,500.00 for the Consortium Management Firm (CMF) Administrative Cost. The CMF Administrative Cost was approved as a "Special Allocation" for Operation Warp Speed (OWS) Prototype Projects executed under the MCDC OTA. The effort currently has $1,950,097,500.00 of available funding, comprised of $1,950,000,000.00 for the Project Agreement, $67,500.00 for the CMF Special Allocation, and $30,000 for other, non G&A, ATI costs, which will be incurred, tracked,

Attachment 1 (3 pages)

and invoiced in accordance with Article V of the OTA. The COVID-19 work shall be tracked separately using the funding obligated via modification P00076. In alignment with the special allocation conditions, it is noted that this project has a base period of performance [redacted], with a projected completion date of [redacted]. A customized clause for the special allocation, will be incorporated into the funding modification for this prototype project.

The prime contractor is considered a small business, nontraditional defense contractor, or nonprofit research institution and determined to be providing a significant contribution. The affirmation of business status certifications submitted as part of the proposal are hereby incorporated into the agreement. The contractor shall notify the MCDC CMF of any deviation from the final proposed affirmation of business status certifications that would affect the contributions of the small business, nontraditional defense contractor, or nonprofit research institution as proposed.

In accordance with 10.U.S.C. 2371b(f), and upon a determination that the prototype project for this transaction has been successfully completed, this competitively awarded prototype OTA may result in the award of a follow-on production contract or transaction without the use of competitive procedures.

Points of Contact:

Agreements Specialist:
(b) (6)
E-mail: (b) (6)
Phone: (b) (6)

Agreements Officer:
(b) (6)
E-mail: (b) (6)
Phone: (b) (6)

Regards,

x (b) (6)

(b) (6)
Agreements Officer
Signed by: (b) (6)

Attachments:
Attachment 1: MCDC2011-003 – Pfizer - 7-21-2020
Attachment 2: SOW Appendix 1 Clause for MCDC Consortium Other Transaction Authority Agreements

Statement of Work
For
COVID-19 PANDEMIC–LARGE SCALE VACCINE MANUFACTURING DEMONSTRATION

RPP #: 20-11
Project Identifier: 2011-003
Consortium Member: Member
Title of Proposal: COVID-19 Pandemic--Large Scale Vaccine Manufacturing Demonstration
Requiring Activity: Joint mission between the Department of Health and Human Services and Department of Defense to combat COVID-19

1.0 INTRODUCTION, SCOPE, AND OBJECTIVES

1.1 Introduction

This Statement of Work (the "Statement of Work") is hereby entered into, effective as of July 21, 2020, pursuant to that certain Project Agreement by and between MCDC and Pfizer dated as of July 21, 2020 ("this Agreement" or "Project Agreement").

An outbreak of respiratory disease caused by a novel coronavirus was first detected in China in late 2019 and has now spread worldwide, including the United States ("US"). The virus has been named Severe Acute Respiratory Disease Coronavirus-2 ("SARS-CoV-2") and causes Coronavirus Disease 2019 ("COVID-19"). On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization ("WHO"), declared the outbreak a "Public Health Emergency of International Concern". On January 31, the US Department of Health and Human Services Secretary ("HHS"), Alex M. Azar II, declared a Public Health Emergency for the US to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, WHO publicly characterized COVID-19 as a pandemic. On March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency. The Government has identified COVID-19 vaccine candidates that are progressing rapidly through advanced research and development activities.

Therefore, in response to a request by the Government, Pfizer is proposing to manufacture at-scale and fill-finish, for provision to the Government, a state-of-the-art candidate vaccine, developed in collaboration with BioNTech and capable of providing protection against the SARS-CoV-2 threat and related coronaviruses, subject to technical, clinical and regulatory success.

Pfizer and BioNTech's program aims to revolutionize the vaccine field by providing an mRNA candidate that, itself, has several key advantages, including the efficiency and flexibility of the platform – which is apparent by the pace of the vaccine development and the unprecedented phase

09/869,003 | 15280-3862US: HIV RELATED PEPTIDES PUBLIC VIEW

Application #	Confirmation #	Attorney Docket #	Patent #	Filing or 371 (c) date	Status
09/869,003	6807	15280-3862US	6,911,527 Issued - 06/28/2005	09/25/2001	Patented Case 06/08/2005

Application data

Application type
Utility

Examiner
JEFFREY J STUCKER

Group art unit
1648

Class/subclass
530/328.000

AIA (first inventor to file)
No

Entity status
Regular Undiscounted

Earliest publication #
-

Earliest publication date
-

Assignee for publication
-

Confirmation #
6807

Intl. registration # (Hague)
-

Intl. registration publication date
-

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Applicants

Attachment 2 (three pages)

is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1, 2, and 7 are rejected under 35 U.S.C. 112, first paragraph, because the specification, while being enabling for an antigenic composition, does not reasonably provide enablement for a vaccine which protects against HIV-1. The specification does not enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention commensurate in scope with these claims.

The instant invention is drawn to a vaccine composition comprising SEQ ID NO: 1 but specification does not sufficiently support the full scope of the claimed vaccine. The term "vaccine", by definition, implies a preparation intended for active immunological prophylaxis; in deed, the instant specification at page 10 defines it as such. Although nearly any protein when inoculated can cause an immune reaction, the prophylactic nature of this reaction is not guaranteed and has to be experimentally determined. Prophylaxis is defined as the prevention of disease or of a process that can lead to disease. For example, the *Illustrated Dictionary of Immunology* defines vaccine as a composition that stimulates protective antibodies and T cell immunity and induces active immunity. Paul in *Fundamental Immunology* teaches that vaccines were developed primarily as a prophylactic measure to prevent

disease. This is achieved by use of an antigenic agent to actively stimulate the immunological mechanism, or the administration of chemicals or drugs to members of a community to reduce the number of carriers of a disease and to prevent others from contracting the disease. Testing protocols are designed to test the efficacy of the vaccines which include challenge trials or natural exposure to the disease agent in an endemic area. Further, he teaches that there is not always a correlation between seroconversion and protection from disease. given the teachings in the art, it is clear that a compound that merely induces an immune response is not sufficient but must be protective to qualify as a vaccine. See at the top of page 1312: "[T]here was not always a correlation between seroconversion and protection from disease...."

The ability of a vaccine to raise a protective immune response depends on the structure of the protein epitopes. Paul teaches that to determine the immunogenicity of certain regions of a protein, knowledge of the three dimensional structure of the protein is required to determine which polypeptides in a given protein would be accessible on the surface of the protein in order for the putative antigenic determinant to be bound by the antibody. In addition, Paul states that mobility of the putative antigenic determinant within the native protein structure is also a determining factor for the binding of the antigenic determinant to an

CERTIFICATE OF SERVICE

It is hereby certified that on 7/11/25 a true and correct copy of the foregoing document was served upon all counsel identified in the docket sheet of via email.

Additional copies were mailed to :

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