

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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PROJECT VERITAS and PROJECT	:
VERITAS ACTION FUND,	: Civil Action No. _____
	:
	:
Plaintiffs,	: <b>COMPLAINT AND DEMAND FOR</b>
	: <b>JURY TRIAL</b>
-against-	:
	:
JAMES O’KEEFE, TRANSPARENCY 1,	:
LLC d/b/a O’KEEFE MEDIA GROUP, RC	:
MAXWELL, and ANTHONY	:
IATROPOULOS,	:
	:
Defendants.	:
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Being known as the founder of an organization does not entitle that person to run amok and put his own interests ahead of that organization. Defendant James O’Keefe (“O’Keefe”) failed in his duties to Plaintiff, Project Veritas, causing it serious and significant damage. O’Keefe must be held accountable, as must the organization O’Keefe created, Defendant Transparency 1, LLC d/b/a O’Keefe Media Group (“OMG”) for suborning his violations. Similarly, two individuals formerly affiliated with Plaintiffs, Defendants RC Maxwell (“Maxwell”) and Anthony Iatropoulos (“Iatropoulos”) breached their own contracts with Plaintiffs for the benefit of OMG. Plaintiffs Project Veritas and Project Veritas Action Fund (together “Project Veritas” or “Plaintiffs”) by their attorneys, allege as follows:

**I. PARTIES**

1. Plaintiff Project Veritas is a non-stock corporation organized under the laws of the Commonwealth of Virginia, with a principal place of business in Mamaroneck, New York. It is registered in New York as a foreign not-for-profit corporation.

2. Plaintiff Project Veritas Action Fund is a non-stock corporation organized under the laws of the Commonwealth of Virginia, with a principal place of business in Mamaroneck, New York. It is registered in New York as a foreign not-for-profit corporation.

3. Defendant James O’Keefe is a natural person and a citizen of the State of New York. O’Keefe is a resident of Westchester County, New York.

4. Defendant Transparency 1, LLC d/b/a O’Keefe Media Group is a Delaware Limited Liability Company with a principal place of business in Mamaroneck, New York. Its sole known member is O’Keefe.

5. Defendant RC Maxwell is a natural person and a citizen of the State of Arizona.

6. Defendant Anthony Iatropoulos is a natural person and a citizen of the State of Michigan.

## **II. JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 18 U.S.C. § 1836(c) as this is an action for, *inter alia*, misappropriation of a trade secret and is, therefore, a federal question under 18 U.S.C. § 1836, *et seq.* The Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

8. This Court has personal jurisdiction over O’Keefe and OMG because they reside in, do business in, and are citizens of the State of New York, and the courts thereof have jurisdiction over him per CPLR § 301. O’Keefe otherwise consented to the jurisdiction of this Court pursuant to Paragraph 28(B) of his At-Will Employment Agreement of June 22, 2010, as amended on or about September 20, 2022 (“Employment Agreement” or “EA”), a true and correct copy of which appears at Exhibit A, as redacted, attached hereto and incorporated herein by reference. Iatropoulos consented to the jurisdiction of this Court pursuant to Paragraph 25 of his At-Will Employment Agreement of June 6, 2022, as amended on or about September 4, 2022

(“Iatropoulos Agreement”) a true and correct copy of which appears at Exhibit B, as redacted, attached hereto and incorporated herein by reference. Maxwell consented to the jurisdiction of this Court pursuant to Paragraph 27 of his At-Will Employment Agreement of November 1, 2021, (“Maxwell Agreement”) a true and correct copy of which appears at Exhibit C, as redacted, attached hereto and incorporated herein by reference.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) & (2) as O’Keefe and OMG reside in this District and a substantial part of the events and omissions giving rise to the claims raised herein occurred in this District. O’Keefe otherwise consented to venue in this Court pursuant to Paragraph 28(B) of the Employment Agreement. Similarly, Iatropoulos and Maxwell consented to venue in this Court pursuant to paragraphs 25 and 27 of their respective agreements.

10. Pursuant to Paragraph 23(B) of the Employment Agreement, Project Veritas may proceed in this Court, and is exempt from arbitration, as this is an action to seek preliminary and final injunctive relief to enforce the restrictions and obligations of the Employment Agreement and to restrain actual breach of those restricts and obligations, and it may, therefore, pursue in this Court “any and all additional remedies available at law,” notwithstanding the arbitration provisions of the Employment Agreement. The materially identical provision appears at Paragraphs 25 and 29 of the Iatropoulos Agreement and Maxwell Agreement, respectively.

### **III. FACTS GIVING RISE TO COMPLAINT**

11. Project Veritas and Project Veritas Action Fund are 501(c)(3) and 501(c)(4), respectively, not for profit corporations formed under Virginia law with headquarters in Westchester County, New York.

12. Both organizations engage in investigations and reporting aimed at exposing corruption, dishonesty, self-dealing, waste, fraud, and other misconduct in both public and private institutions.

13. As not for profit organizations, Plaintiffs rely on donations from private donors to support their activities. Plaintiffs maintain a database of information about their donors, including the donors' identities and contact information. Plaintiffs keep that donor information confidential and protect it from disclosure to the public by, among other things: (1) restricting access to the information; (2) storing it on a password protected computer system; and (3) requiring employees with access to the information to acknowledge its confidentiality and agree not to disclose it .

14. James O'Keefe founded Project Veritas in 2010. He was, through his separation, the Chief Executive Officer of Project Veritas, President of Project Veritas Action Fund, and a member of the Board of Directors of both organizations, though he was suspended (yet not removed) on February 6, 2023.

**A. The Employment Agreement**

15. On June 22, 2010, O'Keefe entered into the Employment Agreement with Plaintiffs, with the operative version being the Employment Agreement as amended on September 20, 2022, which O'Keefe and Project Veritas signed on September 30, 2022.

16. As part of the Employment Agreement, O'Keefe agreed to certain terms and conditions, both during and after the term of his employment.

17. In Paragraph 1(B) of the Employment Agreement, O'Keefe agreed that he, identified as "Employee" thereunder, "shall devote Employee's full working time and attention and best efforts to the performance of Employee's job."

18. In Paragraph 10(A) of the Employment Agreement, O'Keefe agreed that:

Project Veritas shall be the sole owner of any and all rights in and to the results and proceeds of Employee's services to Project Veritas, and it shall have the sole right to use, exploit, advertise and exhibit the foregoing in any and all media, whether now known or hereafter devised throughout the world, in all languages, as Project Veritas in its sole and unfettered discretion shall determine. Employee agrees that anything created by Employee in connection with the services Employee provides to Project Veritas shall belong exclusively to Project Veritas, and not to Employee, including, but not limited to, any and all video, film, photographs, negatives, video footage, images, renderings, audio video works, audio, recordings, multimedia works, music, reproductions, performances, digital media works, still images and/or other images or footage, documents, papers, writings (both published and unpublished), written work product (including drafts), designs, inventions, patents, trademarks, copyrightable materials, ideas, intellectual property, trade secrets, creative concepts, including all compilations, collections, or other work product created within the scope of or in the course of Employee's employment with Project Veritas and Employee's performance pursuant to this Agreement, and derivatives thereof, and the like ("Work(s)").

19. In the Employment Agreement, O'Keefe acknowledged that certain information is confidential. (EA ¶ 11, identifying "Confidential Information"). O'Keefe agreed to keep all Confidential Information in the "highest confidence" and not to disclose that Confidential Information without Project Veritas's prior written consent. (EA ¶ 11.B). "Confidential Information" includes, in relevant part, information regarding Project Veritas's projects, potential projects, organizational practices, and donors and potential donors. (EA ¶ 11.A).

20. O'Keefe's obligation to maintain Plaintiffs' Confidential Information in the highest confidence continues beyond his employment (EA ¶ 11.D), to wit:

Employee expressly agrees that the terms of this paragraph shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement, and that after leaving employment with Project Veritas, in addition to all other obligations hereunder, Employee will not disclose to any person or entity, or seek from any current or former Project Veritas employee, contractor or vendor, any Confidential Information.

21. The Employment Agreement also contains a non-disparagement clause, pursuant to which O'Keefe warranted and agreed that:

during and after Employee's employment, Employee shall not, directly or indirectly, make any disparaging statements or other negative remarks, written or oral, about Project Veritas, or any of its directors, officers, employees, contractors, donors, agents, attorneys or representatives, Employee's employment by Project Veritas, the subject matter of this Agreement, any Work(s) or News Stories, or the services rendered by Employee or others in connection with any Work(s) or News Stories."

(EA ¶ 12).

22. The Employment Agreement contains a liquidated damages provision in which O'Keefe acknowledged that if he breached his non-disclosure and/or non-disparagement obligations, Project Veritas would recover liquidated damages of \$100,000 or actual damages, whichever is greater, per each such breach. (EA ¶ 13).

23. The Employment Agreement also prohibits O'Keefe from engaging in outside activities that would interfere with or hinder his work for Project Veritas. Specifically, in paragraph 15 (entitled "Prohibited Outside Activities") O'Keefe agreed that he would not:

engage in any activity, whether as an employee, contractor, volunteer or in any other capacity for any person or entity other than Project Veritas that will or is likely to (i) hinder, interfere with, or prevent Employee from devoting Employee's full time and attention and best efforts to Employee's work for Project Veritas; (ii) hinder, interfere with, or prevent Employee from fully and properly performing Employee's job responsibilities as assigned to Employee from time to time by Project Veritas; or (iii) give rise to an actual conflict of interest or the appearance of a conflict of interest with Project Veritas and/or its mission or work (any such activity, "Prohibited Outside Activity") without the express written approval by the CEO of Project Veritas.

(EA ¶ 15).

24. The Employment Agreement also prohibits O'Keefe from soliciting two categories of people: donors and employees/contractors of Project Veritas. (EA ¶¶ 16 & 17).

25. First, O'Keefe agreed that during (and for one year after) his employment he:

will not, directly or indirectly, individually or in any other capacity solicit, offer employment, employ, or interfere with any Project Veritas employee or contractor, or other person or entity that was a Project Veritas employee or contractor within the twelve (12) months immediately prior to the

termination of Employee's employment with Project Veritas, to cease working for or providing services to Project Veritas.

(EA ¶ 16).

26. The Employment Agreement also prohibits O'Keefe, during and after his employment, from contacting, soliciting or otherwise communicating with "any person or entity that is a donor or prospective donor to Project Veritas whom Employee learns of or with whom Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas." (EA ¶ 17).

27. The Employment Agreement also requires that, upon separation of employment, that he:

shall return any and all Project Veritas property of any kind, including, but not limited to, any computers and other electronic devices, recording and communication devices, documents and information (whether in hard copy or electronic and not keep any copies), software or applications, and any work product (whether completed or incomplete) in the same condition in which it was received by Employee, reasonable wear and tear excepted.

(EA ¶ 22).

28. The Agreement incorporates by reference Project Veritas's Employee Handbook (the "Handbook"), and company policies. (EA ¶ 27). The Handbook identifies Plaintiffs' Standards of Conduct, Work Rules and Conduct and Prohibited Conduct. These sections prohibit, among other things, being threatening, intimidating or disrespectful to coworkers.

**B. Plaintiffs Suspend O'Keefe Pending the Completion of Investigations into His Alleged Misconduct**

29. During O'Keefe's employment, the Board became aware of serious allegations by Project Veritas employees about incredibly troubling workplace and financial misconduct by O'Keefe.

30. For instance, Project Veritas's Board of Directors ("Board") heard allegations that O'Keefe routinely behaved unprofessionally during team meetings, including by screaming at coworkers and belittling them and their contributions to Project Veritas.

31. O'Keefe was alleged to have particularly targeted female employees with mean-spirited comments about their lack of contributions to the companies and inappropriate comments about personal situations like pregnancies.

32. Employees alleged that O'Keefe had strained relationships with several donors because he was routinely late for meetings and rude at VIP events designed to give donors extra access to O'Keefe.

33. O'Keefe also routinely was late for work meetings or canceled them at the last minute. According to the allegations, O'Keefe exhibited a general lack of respect for employees and his team.

34. Other employees alleged that they personally had observed obscene messages between O'Keefe and various women on social media applications when accessing O'Keefe's phone for work-related matters.

35. The Board also learned of O'Keefe's alleged financial misconduct.

36. Multiple employees alleged that O'Keefe used Project Veritas employees to run personal errands for him. These errands included picking up O'Keefe's laundry, cleaning his boat, repairing his boat, and doing other similar errands for O'Keefe.

37. O'Keefe also allegedly used his Project Veritas credit card for some personal expenses, and directed Project Veritas funds to be used for lavish expenses and, in some instances, his personal benefit. Examples of these allegations included:

- a. Directing the organization to pay more than \$10,000 for a helicopter flight from New York to Maine without a clear benefit to Project Veritas;



- b. Directing the organization to pay for first-class air travel for O’Keefe even where the flight did not satisfy the organization’s policy for approving first-class flights;
- c. Using his Project Veritas credit card for expensive hotel rooms and suites at luxury hotels without clear business purpose, when other employees on the same trips were required to stay in budget accommodations;
- d. Directing the organization to pay for expenses associated with large organizational awareness events like the Project Veritas Experience, without engaging in any analysis to help the organization understand the potential return on investment or capitalize on the connections made through these events; and
- e. Causing the organization to pay for his regular use of private car services (“black cars”), even to go relatively short distances in and around Manhattan and then wait outside of restaurants for hours, at a total expense of more than \$150,000 over the past 18 months.

38. O’Keefe took it upon himself, without authority, on February 2, 2023, to terminate the employment of Project Veritas’s Chief Financial Officer, and O’Keefe admitted that he was the one who did the terminating. See <https://www.youtube.com/watch?v=1JPxqKjYG9Q>.

39. The Board took immediate action in response to these troubling allegations.

40. The Board created a special audit committee to investigate the allegations and retained outside counsel to help conduct that investigation.

41. On February 6, 2023, by majority vote, the Board placed O’Keefe on paid leave, suspending his authority to hire and fire staff for 180 days, requiring him to surrender his company credit card, and restricting his access to proprietary information, including donor lists, but explicitly indicated that he “remains as CEO and a member of the Board”.

42. After authorization to use the card was revoked on February 6, 2023, O’Keefe continued to use the Project Veritas credit card for personal expenses, in the amount of approximately \$19,000.

43. O’Keefe participated in the February 6, 2023, meeting, where employee testimony was heard.

44. O’Keefe refused to participate in a February 10, 2023, meeting at which financial findings were presented to the Board, and O’Keefe was suspended as CEO and from the Board (but not removed as a member thereof) indefinitely pending the resolution of the Board’s investigation into the allegations of O’Keefe’s misconduct.

45. On February 15, 2023, the Project Veritas Executive Director and Board put out a statement explicitly stating that “James [O’Keefe] has not been removed from Project Veritas.” The statement noted that the Board members “all love James [O’Keefe]. They are volunteers hand-picked by James [O’Keefe].” And, in that statement, it was explicitly denied that the actions regarding O’Keefe related to Pfizer, stating we are still, in no way, and will never be, ‘Brought to you by Pfizer.’”

46. O’Keefe sent an email on February 16, 2023, outlining terms for his return, including resignation of all of the Board and most of the Project Veritas officers, and vesting him with unilateral control over Plaintiffs. Otherwise, he would not “return to the employment of” Plaintiffs. See <https://www.youtube.com/watch?v=1JPxqKjYG9Q>.

47. The Board did not terminate O’Keefe’s employment, but rather intended to reinstate him with appropriate safeguards.

48. O’Keefe was not formally removed from the Board until April 24, 2023.

49. O’Keefe was not formally terminated from his employment by Plaintiffs until May 15, 2023.

### **C. O’Keefe Breaches his Employment Agreement**

50. In response to his suspension, O’Keefe immediately began breaching his obligations under and the restrictive covenants of the Employment Agreement.

51. On February 17, 2023, O’Keefe formed OMG. OMG notes on its website that it is located in Mamaroneck, New York, which is where O’Keefe lives and where Project Veritas is headquartered.

52. According to its website, OMG is a media organization managed by O’Keefe with substantially the same mission and structure as Project Veritas. OMG is a company whose website describes itself as having “an army of journalists” and is building “an army of investigators and exposers along with the most elite journalists in the world.” See <https://okeefemediagroup.com/mission/>.

53. The OMG website even refers to “never be[ing] shut down again” because O’Keefe owns it. *Id.*

54. Forming and operating OMG was in violation of the Employment Agreement’s “Prohibited Outside Activities” provision.

55. O’Keefe made multiple public media appearances in which he falsely stated that he was terminated from Project Veritas including, but not limited to, the programs set forth below.

56. On March 15, 2023, O’Keefe appeared on *The Charlie Kirk Show* and falsely implied that his separation from Plaintiffs was part of the “aftermath” of the Pfizer story and falsely stated that he was “thrown out” of Project Veritas. See <https://rumble.com/v2db8bo-breaking-james-okeefe-launches-okeefe-media-group-after-removal-from-projec.html>.

57. The appearance on the foregoing program was by O’Keefe for the benefit of OMG and as an agent thereof.

58. On March 15, 2023, O’Keefe appeared on *Steve Bannon’s War Room* and falsely stated that he had been “removed” from Project Veritas. See <https://rumble.com/v2db9rw-james-okeefe-the-vision-of-omg-is-to-put-cameras-in-the-hands-of-thousands-.html>

59. The appearance on the foregoing program was by O’Keefe for the benefit of OMG and as an agent thereof.

60. On March 15, 2023, O’Keefe appeared on *Under the Skin with Russell Brand*, where he falsely stated that he had been “thrown out of [Project Veritas]”. See [https://rumble.com/v2d9cz8-oh-sht-russians-down-us-droneww3-091-stay-free-with-russell-brand.html?fbclid=IwAR1d8Ot5H\\_QV5ofmM6Y06UmhTQK1JC1Llrj10NFv34mtwFZmWAydBU8W5PE](https://rumble.com/v2d9cz8-oh-sht-russians-down-us-droneww3-091-stay-free-with-russell-brand.html?fbclid=IwAR1d8Ot5H_QV5ofmM6Y06UmhTQK1JC1Llrj10NFv34mtwFZmWAydBU8W5PE).

61. The appearance on the foregoing program was by O’Keefe for the benefit of OMG and as an agent thereof.

62. On March 15, 2023, O’Keefe appeared on *The Mark Levin Show*, where he falsely said he was “ousted from [Project Veritas] by the Board of Directors”. See <https://www.youtube.com/watch?v=U9nFjB3TLno>

63. The appearance on the foregoing program was by O’Keefe for the benefit of OMG and as an agent thereof.

64. On March 19, 2023, O’Keefe appeared on *Human Events* and *The Ben Shapiro Show*, where he falsely stated that Project Veritas had been “stolen” from him and that he had been “thrown out” from Project Veritas, respectively. See <https://rumble.com/v2dmsso-sunday-special-the-truth-about-james-okeefe.html> and <https://www.youtube.com/watch?v=2vy4ZnLHgMw>.

65. The appearances on the foregoing programs were by O’Keefe for the benefit of OMG and as an agent thereof.

66. On May 3, 2023, O’Keefe appeared on *The Megyn Kelly Show* and falsely stated that he was “terminated” from employment with Project Veritas and again falsely implied his

separation was related to the Pfizer story. See <https://www.youtube.com/watch?v=rXG14AvXq50>.

67. The appearance on the foregoing program was by O’Keefe for the benefit of OMG and as an agent thereof.

68. These statements—which Mr. O’Keefe knows to be false—are disparaging of Plaintiffs, were intended to discredit Project Veritas’ Board of Directors, and are all breaches of the Employment Agreement.

69. O’Keefe also disparaged the Board by falsely insinuating that the pharmaceutical company Pfizer, Inc., orchestrated O’Keefe’s suspension or that it was somehow done to mollify Pfizer, a company about which a video had been released regarding potentially disturbing actions taken by Pfizer vis a vis the coronavirus. See <https://www.nationalreview.com/news/founder-james-okeefe-claims-project-veritas-ouster-linked-to-pfizer-sting-in-farewell-to-staff/> and <https://www.youtube.com/watch?v=1JPxqKjYG9Q>. The Pfizer video release was on January 25, 2023, nearly two weeks prior to the complaints prompting the investigation into O’Keefe, and was unrelated.

70. Such statement was by O’Keefe for the benefit of OMG and as an agent thereof.

71. O’Keefe misappropriated Project Veritas confidential information by taking donor lists and contact information, equipment, as well as unreleased investigation publications by Project Veritas, rebranded as OMG material.

72. After his suspension, O’Keefe engaged in a campaign to disparage Project Veritas to its donors and solicit them to donate to OMG.

73. Such campaign was by O’Keefe for the benefit of OMG and as an agent thereof.

74. Similarly, O’Keefe solicited numerous Project Veritas employees and contractors to attempt to poach them to come work for him at OMG.

75. Such solicitation was by O’Keefe for the benefit of OMG and as an agent thereof.

76. On February 20, 2023, O’Keefe recorded and published a video on the Vimeo platform (which has since been removed) announcing he was “packing up [his] personal belongings and [he was] intending to start anew”, without resigning from his employment or board membership, and generally soliciting current employees of Plaintiffs to work with him, stating “So, our mission continues on. I’m not done”, and “The mission will perhaps take on a new name, and it may no longer be called Veritas, Project Veritas. I will need a bunch of people around me, and I’ll make sure, I’ll make sure you know how to find me.” *See* <https://www.nationalreview.com/news/founder-james-okeefe-claims-project-veritas-ouster-linked-to-pfizer-sting-in-farewell-to-staff/> and <https://www.youtube.com/watch?v=1JPxqKjYG9Q>.

77. Such publication was by O’Keefe for the benefit of OMG and as an agent thereof.

78. O’Keefe has and continues to solicit Project Veritas’s donors, employees and contractors, in direct violation of his Employment Agreement, for and on behalf of OMG.

79. As an example of donor solicitation in violation of his Employment Agreement, on or about May 25, 2023, O’Keefe, from his OMG e-mail address, sent a form solicitation e-mail to at least two Project Veritas donors who are not OMG donors, stating “Hey there, I know you’ve been a supporter of my work in the last year” and linking to the OMG webpage that solicits monetary “subscriptions”.

80. The only way O’Keefe and OMG had those donors’ contact information was because it was part of a confidential list kept by Project Veritas.

81. O’Keefe also has misappropriated Project Veritas property by taking Project Veritas’s equipment, donor lists and intellectual property for his own use with OMG.

82. Indeed, several Project Veritas staff already have joined OMG including RC Maxwell and Anthony Iatropoulos, who appear to be using Project Veritas property in the course of their employment with OMG.

83. The Iatropoulos Agreement contains the same material terms as O’Keefe’s Employment Agreement as identified herein, though differently numbered, to wit: the terms identified in Paragraphs 1(b), 10(A), 11, 2, 13, 15, 16, 17, 21, 22 & 23 of the Employment Agreement appear at Paragraphs 2, 11, 12, 13, 14, 16, 17, 18, 23, 24 & 25 of the Iatropoulos Agreement respectively.

84. The Maxwell Agreement contains the same material terms as O’Keefe’s Employment Agreement as identified herein, though differently numbered, to wit: the terms identified in Paragraphs 1(b), 10(A), 11, 2, 13, 15, 16, 17, 21, 22 & 23 of the Employment Agreement appear at Paragraphs 2, 11, 12, 28, 14 (A & D), 15, 16, 23, & (26 & 29) of the Maxwell Agreement respectively, with the exception that liquidated damages for Maxwell’s breaches are calculated at \$10,000 per breach.

85. The Employment Agreement states that if O’Keefe breaches or threatens to breach the Employment Agreement, Project Veritas can seek preliminary and permanent injunctive relief in court. (EA ¶ 23.B).

86. O’Keefe acknowledged that such a breach or threatened breach “will result in irreparable harm to Project Veritas.” (*Id.*) Plaintiffs will continue to be irreparably harmed unless the Court orders O’Keefe to comply with the terms of his Employment Agreement.

87. The Employment Agreement also provides that if Project Veritas obtains an injunction, O’Keefe “shall then immediately become liable to pay the attorneys’ fees and costs incurred by Project Veritas to obtain the injunction.” (*Id.*)

88. If this Court does not preliminarily enjoin O’Keefe and OMG from soliciting Project Veritas’s donors and employees, they may have solicited them all by the time Project Veritas wins a judgment prohibiting them from such solicitation.

#### IV. CAUSES OF ACTION

##### COUNT I BREACH OF CONTRACT

*(Plaintiffs vs. O’Keefe)*

89. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

90. To state a claim for a breach of contract, a plaintiff must show “the existence of a contract, the plaintiff’s performance thereunder, the defendant’s breach thereof, and resulting damages.” *Harris v. Seward Park Housing Corp.*, 79 A.D.3d 425, 426 (1st Dep’t 2010).

91. The Employment Agreement is a valid and binding contract between Project Veritas and O’Keefe.

92. Project Veritas Action Fund is an intended beneficiary of the Employment Agreement per Employment Agreement ¶ 21.

93. As set forth above, O’Keefe was required under the Employment Agreement ¶ 1.B to devote his full working time and attention and best efforts to the performance of his job.

94. Although O’Keefe was suspended, the formation of OMG, to compete with Project Veritas, violated requirements of ¶ 1.B.



95. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 10.A that all of the work and work product derived from O’Keefe’s services belonged to Project Veritas.

96. O’Keefe’s use of donor lists and contact information, equipment, as well as already filmed and/or released investigation publications by Project Veritas, rebranded as OMG material. violates ¶ 10.A as he is using property of Project Veritas without authorization.

97. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 11 that any and all information O’Keefe learned in the course of his employment was confidential.

98. O’Keefe’s use of donor lists and contact information, equipment, as well as unreleased investigation publications by Project Veritas, rebranded as OMG material. violates ¶ 11 and breaches the confidentiality to which he is obligated.

99. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 12 that he would not make negative remarks about or disparage Project Veritas and its affiliated persons.

100. O’Keefe’s statements, identified above, violate ¶ 12 they are negative and disparaging of Project Veritas and its affiliated persons.

101. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 15 that he would not engage in ventures giving rise conflicts of interest with Project Veritas.

102. O’Keefe’s formation and operation of OMG while employed at Project Veritas without express written consent violates ¶ 15 as OMG competes with Plaintiffs and is a direct conflict of interest.

103. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 16 that he would not solicit Project Veritas past and present employees and contractors during and for 12 months after his employment.

104. O’Keefe violated ¶ 16 by soliciting past and present Project Veritas employees and contractors, beginning February 20, 2023.

105. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 17 that he would not solicit Project Veritas present or prospective donors during and for 12 months after his employment.

106. O’Keefe violated ¶ 17 by soliciting present and/or prospective donors.

107. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 22 to return Project Veritas property at separation from employment.

108. Demand was made on May 17, 2023, for O’Keefe to return all of Plaintiffs’ property in his possession.

109. O’Keefe violated ¶ 22 by failing to return donor lists and contact information, equipment, as well as already filmed and/or released investigation publications by Project Veritas.

110. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 27 to abide the Project Veritas handbook and policies.

111. O’Keefe violated ¶ 27 by maintaining a toxic workplace culture and engaging in the behavior identified in a February 6, 2023, letter from sixteen Project Veritas employees.

112. As a direct and proximate result of O’Keefe’s foregoing breaches of contract, Plaintiffs have suffered actual damages, which they are entitled to recover from O’Keefe.

113. As a direct and proximate result of O’Keefe’s breaches of ¶¶ 11 & 12 of the Employment Agreement, Plaintiffs are entitled to \$100,000 in liquidated damages per breach, which they are entitled to recover from O’Keefe.

114. As a direct and proximate result of O’Keefe’s foregoing breaches of contract, Plaintiffs have been irreparably harmed, and they are entitled to preliminary and permanent

injunctive relief enjoining O’Keefe from: (1) disparaging Plaintiffs in violation of the non-disparagement provision of the Employment Agreement; (2) contacting or soliciting Plaintiffs’ donors in violation of the non-solicitation of donors provision of the Employment Agreement; (3) contacting or soliciting Plaintiffs’ employees or contractors in violation of the Agreement’s non-solicitation of employees provision; (4) obtaining, using or disclosing any of Plaintiffs’ Confidential Information (as defined in the Employment Agreement) in violation of the Employment Agreement’s provisions regarding Confidential Information; and (5) keeping and failing to return any and all property belonging to Plaintiffs, and Plaintiffs are entitled to attorneys’ fees and costs to obtain such injunctive relief.

115. Plaintiffs have suffered and will continue to suffer irreparable harm unless the Court enjoins O’Keefe’s misconduct. First, O’Keefe acknowledged in the Employment Agreement that his breaches of his obligations and these restrictive covenants caused irreparable harm to Plaintiffs. Second, if O’Keefe is not enjoined Plaintiffs will continue to lose donors, employees and suffer reputational harm and injury to its goodwill.

116. The balance of the equities falls entirely in favor of Plaintiffs. Plaintiffs’ allegations set forth the various injuries they would suffer if O’Keefe is not enjoined. On the other hand, O’Keefe would suffer no prejudice under the proposed injunction.

117. Finally, an immediate injunction is necessary because without it any final injunction Plaintiffs win in the future will be rendered ineffectual or meaningless. If O’Keefe is not enjoined from soliciting Plaintiffs’ donors and employees and misappropriating its Confidential Information, he will have solicited all or enough donors and employees and misappropriated enough Confidential Information such that a final award enjoining him from continuing that conduct will be meaningless.

COUNT II  
VIOLATION OF DEFEND TRADE SECRETS ACT

*(Plaintiffs vs. O'Keefe)*

118. Plaintiffs repeat and reallege paragraphs 1 through [78] hereof, as if fully set forth herein.

119. Plaintiffs' Confidential Information, including its donor lists and employee lists, and unaired programming, are "trade secrets" within the meaning of 18 U.S.C. § 1839(3), as Plaintiffs take reasonable measure to keep such information secret, including requiring employees to sign non-disclosure agreements, and has independent economic value, it is not generally known to and not readily ascertainable to others, like O'Keefe and OMG, who can obtain economic value from the disclosure thereof.

120. Plaintiffs' trade secrets relate to Plaintiffs' services, including investigative journalism and broadcasting, used in and/or intended for use in interstate commerce.

121. O'Keefe took and failed to return Plaintiffs' donor lists and contact information, equipment, as well as already unreleased investigation publications by Project Veritas all of which are trade secrets.

122. O'Keefe misappropriated Plaintiffs' said trade secrets as set forth above by converting them to the use of OMG in competition with Plaintiffs.

123. O'Keefe's misappropriation was willful and malicious for, as having been CEO, he knew what belonged to Plaintiffs and is sufficiently sophisticated that he knew he could not convert it to his own use or for the use of OMG.

124. As a direct and proximate result of O'Keefe's misappropriation, Plaintiffs suffered actual losses.

125. As a direct and proximate result of O’Keefe’s misappropriation, O’Keefe was unjustly enriched.

COUNT III  
BREACH OF FIDUCIARY DUTY

*(Plaintiffs vs. O’Keefe)*

126. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

127. As set forth above, prior to his separation, O’Keefe was a member of the Board of Directors of both Plaintiffs, though he was suspended (yet not removed) on February 6, 2023.

128. "Under New York law, a fiduciary relationship arises when one has reposed trust or confidence in the integrity or fidelity of another who thereby gains a resulting superiority of influence over the first, or when one assumes control and responsibility over another." *Reuben H. Donnelley Corp. v. Mark I Marketing Corp.*, 893 F. Supp. 285, 289 (S.D.N.Y. 1995)(citation omitted).

129. As a director of Plaintiffs, O’Keefe had a duty to serve Plaintiffs “good faith and with that degree of care which an ordinarily prudent person in a like position would use under similar circumstances.” N.Y. Bus. Corp. Law § 717(a).

130. Under the common law, a corporate director has the fiduciary to manage corporate assets in a reasonable way and is liable for any waste or misappropriation of corporate property, and is reflected in N.Y. Bus. Corp. Law § 720. *Superintendent of Ins. v Freedman*, 443 F. Supp. 628, (S.D.N.Y. 1977), aff’d, 594 F.2d 852 (2d Cir. N.Y. 1978).

131. O’Keefe acknowledged that board members and officers, like himself, have a “duty of care and duty of loyalty to the organization”, *i.e.*, to Project Veritas. See <https://www.youtube.com/watch?v=1JPxqKjYG9Q>.

132. O’Keefe breached his fiduciary duties to Plaintiffs by a) forming OMG while still a member of the boards of directors, b) soliciting employees and/or contractors of Plaintiffs to join OMG; c) soliciting donors of Plaintiffs to donate to OMG, which donations otherwise may have inured to the benefit of Plaintiffs; and d) causing Plaintiffs to make the aforementioned lavish expenses.

133. As a direct and proximate result of O’Keefe’s breaches of fiduciary duty, Plaintiffs suffered monetary damages as well as irreparable harm, which must be enjoined by this Court.

COUNT IV  
BREACH OF DUTY OF LOYALTY

*(Plaintiffs vs. O’Keefe)*

134. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

135. O’Keefe was employed by Plaintiffs through May 15, 2023.

136. New York Law “requires an employee to exercise the utmost good faith, including a duty of loyalty, toward his employer.” *Consolidated Edison Co. v Zebler*, 40 Misc 3d 1230[A], 975 N.Y.S.2d 708 (Sup Ct, NY County 2013).

137. Under this doctrine, “an employee who acts in any manner inconsistent with his agency or trust and fails to exercise the utmost good faith and loyalty in the performance of his duties is deemed a faithless servant and must account to his principal for secret profits and forfeit his right to compensation.” *Mosionzhnik v Chowaiki*, 41 Misc 3d 822, 831, 972 N.Y.S.2d 841 (Sup Ct, NY County 2013)(cleaned up); *accord Phansalkar v. Andersen Weinroth & Co., L.P.*, 344 F.3d 184, 200 (2d Cir. 2003).

138. O’Keefe breached his fiduciary duties to Plaintiffs by a) forming OMG while still employed by Plaintiffs, b) soliciting employees and/or contractors of Plaintiffs to join OMG; c)

soliciting donors of Plaintiffs to donate to OMG, which donations otherwise may have inured to the benefit of Plaintiffs; and d) causing Plaintiffs to make the aforementioned lavish expenses.

139. As a direct and proximate result of O’Keefe’s breaches of his duty of loyalty, Plaintiffs suffered monetary damages as well as irreparable harm, which must be enjoined by this Court.

COUNT V  
CONVERSION

*(Plaintiffs vs. O’Keefe)*

140. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

141. Under New York law, “[a] conversion takes place when someone, intentionally and without authority, assumes or exercises control over personal property belonging to someone else, interfering with that person’s right of possession.” *William Doyle Galleries, Inc. v Stettner*, 167 AD3d 501, 505, 91 NYS3d 13 (1st Dept 2018), quoting *Colavito v New York Organ Donor Network, Inc.*, 8 NY3d 43, 49-50 (2006). “Two key elements of conversion are (1) plaintiff’s possessory right or interest in the property[;] and (2) defendant’s dominion over the property or interference with it, in derogation of plaintiff’s rights” *Colavito*, 8 NY3d at 50 (citations omitted).

142. O’Keefe took and failed to return donor lists and contact information, equipment, as well as unreleased investigation publications by Project Veritas all of which are trade secrets, in derogation of Plaintiffs’ rights.

143. O’Keefe converted Plaintiffs’ said property to the use of OMG in competition with Plaintiffs.

144. As a direct and proximate result of O’Keefe’s conversion, Plaintiffs suffered actual losses and irreparable harm.

145. As a direct and proximate result of O’Keefe’s conversion, O’Keefe was unjustly enriched.

COUNT VI  
REPLEVIN

*(Plaintiffs vs. O’Keefe)*

146. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

147. Under New York law, “[t]o state a cause of action for replevin, a plaintiff must establish a superior possessory right to property in a defendant’s possession.” *Reif v Nagy*, 175 A.D.3d 107, 120 (1st Dept. 2019).

148. O’Keefe took and failed to return Plaintiffs’ donor lists and contact information, equipment, as well as unreleased investigation publications by Project Veritas , all of which are trade secrets, to which Plaintiffs have superior possessory rights.

149. O’Keefe took and possessed Plaintiffs’ said property for the use of OMG in competition with Plaintiffs.

150. As a direct and proximate result of O’Keefe’s taking and possession of Plaintiffs’ property, Plaintiffs were deprived of the use and enjoyment of such property and suffered actual losses and irreparable harm.

COUNT VII  
INDEMNIFICATION

*(Plaintiffs vs. O’Keefe)*

151. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

152. Under New York law, “[i]mplied indemnity is restitution concept which permits shifting the loss because to fail to do so would result in the unjust enrichment of one party at the



expense of the other. Generally, it is available in favor of one who is held responsible solely by operation of law because of his relation to the actual wrongdoer[.]” *Mas v. Two Bridges Assocs.*, 75 N.Y.2d 680, 690 (1990).

153. Further, “the key element of a common-law cause of action for indemnification is not a duty running from the indemnitor to the injured party, but rather is ‘a separate duty owed the indemnitee by the indemnitor.’” *Raquet v. Braun*, 90 N.Y.2d 177, 183 (1997) (quoting *Mas*, *supra* at 690).

154. At all relevant times herein, O’Keefe owed numerous duties to Plaintiffs as a director, officer, and employee thereof.

155. To the extent Plaintiffs may be subject to investigation and/or action against them on account of actions taken by or the errors or omissions of O’Keefe, Plaintiffs are entitled to indemnity from O’Keefe for costs of defense and/or liability.

COUNT VIII  
TORTIOUS INTERFERENCE WITH CONTRACT

*(Plaintiffs vs. OMG)*

156. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

157. Under New York law, “[t]o recover damages for tortious interference with contract, the plaintiff must prove the existence of a valid contract with a third party, the defendant’s knowledge of that contract, the defendant’s intentional and improper procurement of a breach of that contract, and damages.” *Stuart’S v. Edelman*, 196 A.D.3d 711, 712 (2nd Dep’t 2021).

158. The Employment Agreement is a valid and binding contract between Project Veritas and O’Keefe.

159. Project Veritas Action Fund is an intended beneficiary of the Employment Agreement.

160. At all times relevant herein, OMG had knowledge of the Employment Agreement as its managing member and primary officer and agent was O'Keefe, a party to the contract.

161. As set forth above, O'Keefe was required under the Employment Agreement ¶ 1.B to devote his full working time and attention and best efforts to the performance of his job.

162. Although O'Keefe was on Paid Time Off, the formation of OMG, to compete with Project Veritas, violated requirements of ¶ 1.B.

163. As set forth above, O'Keefe agreed in the Employment Agreement ¶ 10.A that all of the work and work product derived from O'Keefe's services belonged to Project Veritas.

164. O'Keefe's use of donor lists and contact information, equipment, as well as already filmed and/or released investigation publications by Project Veritas, rebranded as OMG material. violates ¶ 10.A as he is using property of Project Veritas without authorization.

165. OMG, through its managing member and principal officer, O'Keefe, intentionally and improperly procured such violation.

166. As set forth above, O'Keefe agreed in the Employment Agreement ¶ 11 that any and all information O'Keefe learned in the course of his employment was confidential.

167. O'Keefe's use of donor lists and contact information, equipment, as well as unreleased investigation publications by Project Veritas, rebranded as OMG material. violates ¶ 11 and breaches the confidentiality to which he is obligated.

168. OMG, through its managing member and principal officer, O'Keefe, intentionally and improperly procured such violation and breach.

169. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 12 that he would not make negative remarks about or disparage Project Veritas and its affiliated persons.

170. O’Keefe’s statements, identified above, violate ¶ 12 they are negative and disparaging of Project Veritas and its affiliated persons.

171. OMG, through its managing member and principal officer, O’Keefe, intentionally and improperly procured such violation.

172. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 15 that he would not engage in ventures giving rise conflicts of interest with Project Veritas.

173. O’Keefe’s formation and operation of OMG while employed at Project Veritas without express written consent violates ¶ 15 as OMG competes with Plaintiffs and is a direct conflict of interest.

174. OMG, through its managing member and principal officer, O’Keefe, intentionally and improperly procured such violation.

175. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 16 that he would not solicit Project Veritas past and present employees and contractors during and for 12 months after his employment.

176. O’Keefe violated ¶ 16 by soliciting past and present Project Veritas employees and contractors, beginning February 20, 2023.

177. OMG, through its managing member and principal officer, O’Keefe, intentionally and improperly procured such violation.

178. As set forth above, O’Keefe agreed in the Employment Agreement ¶ 17 that he would not solicit Project Veritas present or prospective donors during and for 12 months after his employment.

179. O'Keefe violated ¶ 17 by soliciting present and/or prospective donors.

180. OMG, through its managing member and principal officer, O'Keefe, intentionally and improperly procured such violation.

181. As set forth above, O'Keefe agreed in the Employment Agreement ¶ 22 to return Project Veritas property at separation from employment.

182. Demand was made on May 17, 2023, for O'Keefe to return all of Plaintiffs' property in his possession.

183. O'Keefe violated ¶ 22 by failing to return donor lists and contact information, equipment, as well as already filmed and/or released investigation publications by Project Veritas.

184. OMG, through its managing member and principal officer, O'Keefe, intentionally and improperly procured such violation.

185. As a direct and proximate result of O'Keefe's breaches of contract, intentionally and improperly procured by OMG, Plaintiffs have suffered actual damages, which they are entitled to recover from OMG.

186. As a direct and proximate result of O'Keefe's breaches of ¶¶ 11 & 12 of the Employment Agreement, intentionally and improperly procured by OMG, Plaintiffs are entitled to \$100,000 in liquidated damages per breach, which they are entitled to recover from OMG.

187. As a direct and proximate result of O'Keefe's foregoing breaches of contract, intentionally and improperly procured by OMG, Plaintiffs have been irreparably harmed, and they are entitled to preliminary and permanent injunctive relief enjoining OMG from: (1) disparaging Plaintiffs, through O'Keefe and/or based on information provided by him, in violation of the non-disparagement provision of the Employment Agreement; (2) contacting or soliciting Plaintiffs' donors in violation of the non-solicitation of donors provision of the Employment Agreement,

through O’Keefe and/or based on information provided by him; (3) contacting or soliciting Plaintiffs’ employees or contractors in violation of the Agreement’s non-solicitation of employees provision, through O’Keefe and/or based on information provided by him; (4) obtaining, using or disclosing any of Plaintiffs’ Confidential Information (as defined in the Employment Agreement) in violation of the Employment Agreement’s provisions regarding Confidential Information, through O’Keefe and/or based on information provided by him; and (5) keeping and failing to return any and all property belonging to Plaintiffs, through O’Keefe, and Plaintiffs are entitled to attorneys’ fees and costs to obtain such injunctive relief.

188. Plaintiffs have suffered and will continue to suffer irreparable harm unless the Court enjoins OMG misconduct. First, O’Keefe acknowledged in the Employment Agreement that his breaches of his obligations and these restrictive covenants caused irreparable harm to Plaintiffs, and OMG is bound by such acknowledgment. Second, if OMG is not enjoined Plaintiffs will continue to lose donors, employees and suffer reputational harm and injury to its goodwill.

189. The balance of the equities falls entirely in favor of Plaintiffs. Plaintiffs’ allegations set forth the various injuries they would suffer if OMG is not enjoined. On the other hand, OMG would suffer no prejudice under the proposed injunction.

190. Finally, an immediate injunction is necessary because without it any final injunction Plaintiffs win in the future will be rendered ineffectual or meaningless. If OMG is not enjoined from soliciting Plaintiffs’ donors and employees and misappropriating its Confidential Information, OMG will have solicited all or enough donors and employees and misappropriated enough Confidential Information such that a final award enjoining OMG from continuing that conduct will be meaningless.

COUNT IX  
BREACH OF CONTRACT

*(Plaintiffs vs. Iatropoulos)*

191. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

192. To state a claim for a breach of contract, a plaintiff must show “the existence of a contract, the plaintiff’s performance thereunder, the defendant’s breach thereof, and resulting damages.” *Harris v. Seward Park Housing Corp.*, 79 A.D.3d 425, 426 (1st Dep’t 2010).

193. The Iatropoulos Agreement is a valid and binding contract between Project Veritas and Iatropoulos.

194. Project Veritas Action Fund is an intended beneficiary of the Iatropoulos Agreement.

195. As set forth above, Iatropoulos agreed in the Iatropoulos Agreement ¶ 24 to return Project Veritas property at separation from employment.

196. Demand was made on April 18, 2023, for Iatropoulos to return all of Plaintiffs’ property in his possession including, but not limited to a MacBook Air (M1, 2020).

197. Iatropoulos violated ¶ 24 by failing to return the said equipment.

198. Iatropoulos claims to have lost the MacBook Air and told Project Veritas he would pay for it, but he has not done so and ceased all communications. Thus, his representations lack credibility and Iatropoulos may actually be using this device for the benefit of OMG.

199. As a direct and proximate result of Iatropoulos’s foregoing breaches of contract, Plaintiffs have suffered actual damages, which they are entitled to recover from Iatropoulos.

200. As a direct and proximate result of Iatropoulos’s foregoing breaches of contract, Plaintiffs have been irreparably harmed, and they are entitled to preliminary and permanent

injunctive relief enjoining Iatropoulos from keeping and failing to return any and all property belonging to Plaintiffs, and Plaintiffs are entitled to attorneys' fees and costs to obtain such injunctive relief.

201. Plaintiffs have suffered and will continue to suffer irreparable harm, including, but not limited to, the use of Plaintiffs' own equipment in direct competition with Plaintiffs, unless the Court enjoins Iatropoulos's misconduct.

202. The balance of the equities falls entirely in favor of Plaintiffs. Plaintiffs' allegations set forth the various injuries they would suffer if Iatropoulos is not enjoined. On the other hand, Iatropoulos would suffer no prejudice under the proposed injunction.

COUNT X  
BREACH OF CONTRACT

*(Plaintiffs vs. Maxwell)*

203. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

204. To state a claim for a breach of contract, a plaintiff must show "the existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages." *Harris v. Seward Park Housing Corp.*, 79 A.D.3d 425, 426 (1st Dep't 2010).

205. The Maxwell Agreement is a valid and binding contract between Project Veritas and Maxwell.

206. Project Veritas Action Fund is an intended beneficiary of the Maxwell Agreement.

207. As set forth above, Maxwell agreed in the Maxwell Agreement ¶ 26 to return Project Veritas property at separation from employment.

208. Demand was made on April 18, 2023, for Maxwell to return all of Plaintiffs' property in his possession including, but not limited to a MacBook Pro (13-inch, M1, 2020) SN: FVFG41PCQ05F.

209. Maxwell violated ¶ 26 by failing to return the said equipment.

210. Maxwell identifies himself as doing "Comms for O'Keefe Media Group". See <https://twitter.com/BlackHannity>.

211. Upon information and belief, Maxwell has used one or more of these devices for the benefit of OMG.

212. Pursuant to ¶ 14(D), Maxwell was prohibited from using Plaintiffs assets "in the performance, consideration or coordination of any outside activity", and, thus, his use of said equipment is a violation of the Maxwell Agreement.

213. As a direct and proximate result of Maxwell's foregoing breaches of contract, Plaintiffs have suffered actual damages, which they are entitled to recover from Maxwell.

214. As a direct and proximate result of Maxwell's foregoing breaches of contract, Plaintiffs have been irreparably harmed, and they are entitled to preliminary and permanent injunctive relief enjoining Maxwell from keeping and failing to return any and all property belonging to Plaintiffs, and Plaintiffs are entitled to attorneys' fees and costs to obtain such injunctive relief.

215. Plaintiffs have suffered and will continue to suffer irreparable harm, including, but not limited to, the use of Plaintiffs' own equipment in direct competition with Plaintiffs, unless the Court enjoins Maxwell's misconduct.



216. The balance of the equities falls entirely in favor of Plaintiffs. Plaintiffs' allegations set forth the various injuries they would suffer if Maxwell is not enjoined. On the other hand, Maxwell would suffer no prejudice under the proposed injunction.

COUNT XI  
TORTIOUS INTERFERENCE WITH CONTRACT

*(Plaintiffs vs. OMG)*

217. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

218. Under New York law, “[t]o recover damages for tortious interference with contract, the plaintiff must prove the existence of a valid contract with a third party, the defendant’s knowledge of that contract, the defendant’s intentional and improper procurement of a breach of that contract, and damages.” *Stuart'S v. Edelman*, 196 A.D.3d 711, 712 (2nd Dep’t 2021).

219. The Iatropoulos Agreement is a valid and binding contract between Project Veritas and Iatropoulos.

220. Project Veritas Action Fund is an intended beneficiary of the Iatropoulos Agreement.

221. At all times relevant herein, OMG had knowledge of the Iatropoulos Agreement as its managing member and primary officer and agent was O’Keefe, the principal executive for Plaintiffs at the time the agreement was entered into.

222. As set forth above, Iatropoulos agreed in the Iatropoulos Agreement ¶ 24 to return Project Veritas property at separation from employment.

223. Iatropoulos violated ¶ 24 by failing to return Plaintiffs’ equipment.

224. Upon information and belief, Iatropoulos may have used one or more of these devices for the benefit of OMG.

225. OMG, through its managing member and principal officer, O’Keefe, intentionally and improperly procured such violation.

226. As a direct and proximate result of Iatropoulos’s breaches of contract, intentionally and improperly procured by OMG, Plaintiffs have suffered actual damages, which they are entitled to recover from OMG.

227. As a direct and proximate result of Iatropoulos’s foregoing breaches of contract, intentionally and improperly procured by OMG, Plaintiffs have been irreparably harmed, and they are entitled to preliminary and permanent injunctive relief enjoining OMG from keeping and failing to return any and all property belonging to Plaintiffs, through Iatropoulos, and Plaintiffs are entitled to attorneys’ fees and costs to obtain such injunctive relief.

228. Plaintiffs have suffered and will continue to suffer irreparable harm unless the Court enjoins OMG misconduct, as set forth above with respect to Iatropoulos.

229. The balance of the equities falls entirely in favor of Plaintiffs. Plaintiffs’ allegations set forth the various injuries they would suffer if OMG is not enjoined. On the other hand, OMG would suffer no prejudice under the proposed injunction.

COUNT XII  
TORTIOUS INTERFERENCE WITH CONTRACT

*(Plaintiffs vs. OMG)*

230. Plaintiffs repeat and reallege paragraphs 1 through 88 hereof, as if fully set forth herein.

231. Under New York law, “[t]o recover damages for tortious interference with contract, the plaintiff must prove the existence of a valid contract with a third party, the defendant’s knowledge of that contract, the defendant’s intentional and improper procurement of a breach of that contract, and damages.” *Stuart’S v. Edelman*, 196 A.D.3d 711, 712 (2nd Dep’t 2021).

232. The Maxwell Agreement is a valid and binding contract between Project Veritas and Maxwell.

233. Project Veritas Action Fund is an intended beneficiary of the Maxwell Agreement.

234. At all times relevant herein, OMG had knowledge of the Maxwell Agreement as its managing member and primary officer and agent was O’Keefe, the principal executive for Plaintiffs at the time the agreement was entered into.

235. As set forth above, Maxwell agreed in the Maxwell Agreement ¶ 26 to return Project Veritas property at separation from employment.

236. Maxwell violated ¶ 26 by failing to return Plaintiffs’ equipment.

237. Maxwell identifies himself as doing “Comms for O’Keefe Media Group”. *See* <https://twitter.com/BlackHannity>.

238. Upon information and belief, Maxwell has used one or more of these devices for the benefit of OMG.

239. Pursuant to ¶ 14(D), Maxwell was prohibited from using Plaintiffs assets “in the performance, consideration or coordination of any outside activity”, and, thus, his use of said equipment is a violation of the Maxwell Agreement.

240. OMG, through its managing member and principal officer, O’Keefe, intentionally and improperly procured such violations.

241. As a direct and proximate result of Maxwell’s breaches of contract, intentionally and improperly procured by OMG, Plaintiffs have suffered actual damages, which they are entitled to recover from OMG.

242. As a direct and proximate result of Maxwell’s foregoing breaches of contract, intentionally and improperly procured by OMG, Plaintiffs have been irreparably harmed, and they

are entitled to preliminary and permanent injunctive relief enjoining OMG from keeping and failing to return any and all property belonging to Plaintiffs, through Maxwell, and Plaintiffs are entitled to attorneys' fees and costs to obtain such injunctive relief.

243. Plaintiffs have suffered and will continue to suffer irreparable harm unless the Court enjoins OMG misconduct, as set forth above with respect to Maxwell.

244. The balance of the equities falls entirely in favor of Plaintiffs. Plaintiffs' allegations set forth the various injuries they would suffer if OMG is not enjoined. On the other hand, OMG would suffer no prejudice under the proposed injunction.

## **V. PRAYER FOR RELIEF**

WHEREFORE Plaintiff respectfully requests that this Court

- a) Declare O'Keefe in breach of his Employment Agreement, in violation of his fiduciary duties, and in violation of his duty of loyalty;
- b) Declare Iatropoulos in breach of the Iatropoulos Agreement;
- c) Declare Maxwell in breach of the Maxwell Agreement;
- d) Declare OMG to have tortiously interfered with the Employment Agreement, the Iatropoulos Agreement, and the Maxwell Agreement;
- e) Declare O'Keefe to have misappropriated Plaintiffs' trade secrets;
- f) Declare O'Keefe liable to indemnify Plaintiffs for the costs of defense and/or liabilities arising from actions taken by him or his errors or omissions;
- g) Issue a preliminary and permanent injunction enjoining O'Keefe and OMG (through O'Keefe and/or based on information from O'Keefe) from:
  - i. Soliciting or contacting Plaintiffs' donors, employees or contractors;
  - ii. Disparaging Plaintiffs;
  - iii. Obtaining, using or disclosing Plaintiffs' Confidential Information; and

- iv. Keeping and failing to return Plaintiffs' property;
- h) Issue a preliminary and permanent injunction enjoining Iatropoulos and Maxwell from keeping and failing to return Plaintiffs' property;
- i) Compel O'Keefe to account for his official conduct under N.Y. Bus. Corp. Law § 720(a);
- j) Award Plaintiffs compensatory (actual and/or liquidated), punitive, and nominal damages;
- k) Disgorge a) all funds by which O'Keefe and OMG were unjustly enriched on account of his misappropriation of Plaintiffs' trade secrets; and b) disgorging his salary during his period of disloyalty;
- l) Award Plaintiffs exemplary damages under 18 U.S.C. § 1836(b)(3)(C); and
- m) Award Plaintiffs their reasonable attorneys' fees and costs pursuant to Paragraph 23(B) of the Employment Agreement, Paragraph 25 of the Iatropoulos Agreement, Paragraphs 21 & 22 of the Maxwell Agreement, 18 U.S.C. § 1836(b)(3)(D) and as otherwise allowable by law.

## VI. DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all claims, defenses, and all other issues triable by jury in this matter.

Dated: May 31, 2023.

Respectfully Submitted,

/s/ Jay M. Wolman

Jay M. Wolman (JW0600)

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# **Exhibit A**

## Employment Agreement



**AT-WILL EMPLOYMENT AGREEMENT**

[  AMENDED 09/20/2022 (Orig. Agreement Date: **6/22/2010**)]

**Employee Name (Hereafter referred to as "Employee"):** James O'Keefe

**Employee Address:** 151 Fenimore Road, Apt A-35, Mamaroneck, NY 10543

**Employee Phone No.:** [REDACTED]

**Employee Email Address:** [REDACTED]

**POSITION:** CEO

**COMPENSATION:** \$430,920.00

**EMPLOYMENT START DATE:** 6/22/2010

This At-Will Employment Agreement (the "Agreement") is entered into as of the date all parties have signed it and is between Employee and Project Veritas ("Project Veritas"), with an address of 1214 West Boston Post Road No 148, Mamaroneck, NY 10543.

In exchange for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Employee and Project Veritas agree as follows:

**1. RESPONSIBILITIES AND PERFORMANCE.** Project Veritas hereby engages Employee's services in connection with the production of investigative news stories ("News Stories") and Employee hereby agrees to perform the duties and meet the responsibilities, duties, and obligations defined in this Agreement.

- A.** Employee's job duties, responsibilities, and expectations are more fully described in the position job description and employee handbook which may change from time to time. The services to be rendered by Employee shall include all services usually and customarily rendered by and required of persons employed in this capacity, and such other services as may be required of Employee by Project Veritas from time to time.
- B.** Employee shall devote Employee's full working time and attention and best efforts to the performance of Employee's job. Services shall be rendered, either alone or in collaboration with others designated by Project Veritas, as, when and wherever required by Project Veritas. Services shall be performed in an artistic, conscientious, efficient and punctual manner with full regard to the careful, efficient, economical and expeditious production of the News Stories within the budget and shooting schedule established by Project Veritas.
- C.** Project Veritas shall have the complete, final and unfettered control and approval of all business, financial and creative aspects of, and decisions with respect to, the News Stories.

**2. EMPLOYEE'S WARRANTIES:** Employee warrants that:

- A.** By entering into this Agreement, Employee will not be in breach of or subject to any express or implied terms of any contract with or other obligation to any third-party binding on Employee, including, without limitation, any notice period or the provisions of any restrictive covenants or confidentiality obligations arising out of any employment with any other employer or former employer;

- B. Employee has not brought and will not bring or use any confidential documentation or information from any other employer or former employer;
- C. All of the information Employee has provided to Project Veritas and any third party acting on behalf of it prior to the commencement of the Employment is to Employee's knowledge complete, true and up-to-date and no relevant information has been deliberately omitted; and
- D. Employee has the right to work in the United States. Employment is conditioned the ability to provide satisfactory proof of eligibility to work in the United States within three days of employment commencement.

### 3. **COMPENSATION.**

- A. In exchange for performance of all of Employee's obligations and job duties, Project Veritas agrees to pay Employee and Employee agrees to accept as full compensation for all services and obligations agreed to herein, and for all rights granted hereunder, compensation in the amount defined above ("Employee's salary") Employee's salary will be paid in accordance with Project Veritas's payroll policies and procedures as in effect from time to time.
- B. Project Veritas may deduct and withhold from all compensation payable to Employee hereunder all amounts required to be deducted or withheld pursuant to any law, statute, ordinance, order, judgment or decree now or hereafter in effect.
- C. Employee will be classified as **EXEMPT** for purposes of the Fair Labor Standards Act and comparable state laws.
- D. Nothing herein creates, nor shall it be construed to create any specific period of employment or to entitle Employee to employment for any specific period of time.

4. **AT-WILL EMPLOYMENT.** The term of employment hereunder shall commence on or about the start date defined above as Project Veritas may elect, in Project Veritas's sole discretion, and shall continue thereafter until terminated by Employee or Project Veritas. Notwithstanding anything contained herein to the contrary, Employee shall be an at-will employee in all respects. Project Veritas or Employee may terminate Employee's employment at any time, for any reason, or for no reason, with or without notice.

5. **CO-EMPLOYMENT ARRANGEMENT WITH ENGAGE PEO.** Employee acknowledges and agrees that Project Veritas has established a co-employment arrangement with S2 HR Solutions 1A, LLC, known as Engage PEO ("Engage"), through which Engage provides certain payroll, human resource, tax, administrative and benefit-related services to Project Veritas and its employees, including making payroll payments directly to employees on behalf of Project Veritas. Employee agrees to provide cooperation to Engage when required to allow Engage to provide such services. However, unless specifically informed and/or instructed to the contrary by Project Veritas, Employee's duty to perform Employee's obligations under this Agreement shall be to Project Veritas, and Project Veritas shall have the right to direct, control, receive and retain all benefits of Employee's work.

6. **TRAVEL AND EXPENSE REIMBURSEMENT.** Employee is solely responsible for all costs related to the Employee's commute to/from Employee's assigned Project Veritas office location, including lodging and meals while at that office location. Expenses incurred relating to approved travel to other offices or other approved work-related travel will be paid or reimbursed in accordance with Project Veritas's policies in effect from time to time (as set forth in Project Veritas's Employee Handbook).

### 7. **PAID TIME OFF.**

- A. **Paid Sick Leave:** Employee is entitled to take up to 40 hours of paid sick leave under the Paid



Sick Leave laws for the purposes more fully defined by law as specified in Project Veritas' handbook. Paid sick leave is earned at the rate of 1 hour for every 30 hours worked and is capped at 40 hours per year. Unused sick leave may carry over into the following year, but Employee may not take more than 40 hours of leave in any calendar year pursuant to this provision, and it is not paid out on termination. An employee may not be retaliated against for taking this leave. Paid sick leave must be taken in increments of four (4) hours or more in any single day. For purposes of determining the "year" that applies, the year is calculated by using the calendar year.

**B. Additional paid leave:** In accordance with Project Veritas's policies in effect from time to time (as more fully set forth in Project Veritas's Employee Handbook), provided Employee consistently works thirty (30) or more hours a week, unlimited paid time off will be available to full time employees commencing on the Employee's thirty-first day of employment with Project Veritas. Requests to use PTO are subject to management approval and may be denied for any reason or no reason at all. Employee will not accrue PTO, and Project Veritas will owe Employee no compensation at any time for any unused PTO unless such unused PTO was accrued prior to May 31, 2020. In the event of an illness or other leave which falls within Paid Sick Leave laws, Employee must first use all available Paid Sick Leave before using this additional paid leave.

**8. HEALTH INSURANCE.** Project Veritas currently provides health insurance to employees who consistently work 30 or more hours a week and will continue to provide insurance in accordance with Project Veritas's policies in effect at the time (as set forth in Project Veritas's Employee Handbook). Project Veritas reserves the right to amend or terminate the Health Insurance Policy at its sole discretion.

**9. NO OBLIGATION TO UTILIZE SERVICES.** Although Project Veritas shall have the option to utilize Employee's services and to advertise and promote the services, Project Veritas shall have no obligation to produce, release or distribute any News Story, or to continue the release and distribution of any News Story if released. How Project Veritas chooses to utilize the services is and will remain at its option in its sole discretion.

**10. INTELLECTUAL PROPERTY, OWNERSHIP AND FULL AND COMPLETE GRANT OF RIGHT TO PROJECT VERITAS.**

**A.** Project Veritas shall be the sole owner of any and all rights in and to the results and proceeds of Employee's services to Project Veritas, and it shall have the sole right to use, exploit, advertise and exhibit the foregoing in any and all media, whether now known or hereafter devised throughout the world, in all languages, as Project Veritas in its sole and unfettered discretion shall determine. Employee agrees that anything created by Employee in connection with the services Employee provides to Project Veritas shall belong exclusively to Project Veritas, and not to Employee, including, but not limited to, any and all video, film, photographs, negatives, video footage, images, renderings, audio video works, audio, recordings, multimedia works, music, reproductions, performances, digital media works, still images and/or other images or footage, documents, papers, writings (both published and unpublished), written work product (including drafts), designs, inventions, patents, trademarks, copyrightable materials, ideas, intellectual property, trade secrets, creative concepts, including all compilations, collections, or other work product created within the scope of or in the course of Employee's employment with Project Veritas and Employee's performance pursuant to this Agreement, and derivatives thereof, and the like ("Work(s)"). Employee further hereby expressly agrees that any and all Work(s) that are created in connection with the services Employee provides to Project Veritas are specially commissioned and are and shall be deemed Work(s) Made for Hire as that term is understood and enforceable under Copyright law. Employee hereby expressly waives and hereby irrevocably transfers and assigns to Project Veritas all rights in the Work(s), including but not limited to all rights under Section 203 of the Copyright Act together with any "artist's rights" and/or "moral rights" that Employee might otherwise have in the Work(s). To the extent that a question arises about whether Project Veritas owns in its

entirety any Work(s) (including whether the Work(s) are Made for Hire), Employee hereby expressly and irrevocably sells, transfers, and assigns to Project Veritas, all right, title, and interest in and to such Work(s) in consideration for the consideration paid to Employee hereunder. Employee further expressly and irrevocably grants to Project Veritas a worldwide, perpetual, exclusive license for the Work(s) from now until the end of time to use, print, reproduce, distribute, perform, rent, loan, edit, modify, publish, display, transfer, sell, assign, create derivative works from and/or based upon, and/or license to others, in any manner, form, or media now known or hereafter invented as Project Veritas so chooses in Project Veritas's sole and complete discretion. Employee agrees that on Project Veritas's request, that Employee will execute any documents necessary or advisable in the opinion of Project Veritas to direct issuance of patents or copyrights to Project Veritas, the expense of securing any such patent or copyright, to be borne by Project Veritas.

- B.** Project Veritas shall also have the right to add to, subtract from, change, arrange, revise, adapt, rearrange, and make variations of any Work(s), and to translate the Work(s) into any and all languages and/or formats, change the sequence, change the characters and the descriptions thereof, change the title of the Work(s), record and photograph the Work(s) with or without sound (including spoken words, dialogue and music synchronously recorded), use the title of any Work(s) or any of their components in connection with works or motion pictures wholly or partially independent thereof, to vend, copy and publish the same as Project Veritas may desire, and to use all or any part thereof in new versions, adaptations and sequels in any and all languages, and to obtain copyright therein throughout the world; and Employee does hereby assign and transfer to Project Veritas all of the foregoing without reservation, condition or limitations and no right of any kind, nature or description is reserved by Employee. All rights granted to Project Veritas hereunder shall vest in Project Veritas immediately and shall remain vested whether this Agreement expires in normal course or is terminated for any cause or reason by either party. Employee acknowledges and agrees that the Work(s) may, at Project Veritas's sole discretion, be registered for copyright in Project Veritas's name both in the United States and elsewhere and that Employee hereby waives any and all rights to register for copyright any Work(s). All commercial recording rights and the proceeds thereof relating to the Work(s) shall be owned and controlled by Project Veritas, and all merchandising and publishing rights in connection with the Work(s) and any News Stories and the proceeds thereof shall be owned and controlled by Project Veritas.

**11. CONFIDENTIAL INFORMATION.** Employee acknowledges and agrees that all information from whatever source which Employee learns or with which Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas, concerning in any manner whatsoever any aspect of Project Veritas, its business, employees, independent contractors or volunteers shall be considered confidential and proprietary information ("Confidential Information").

- A.** Confidential Information shall include, but not be limited to, the terms of this Agreement, information regarding projects and potential projects, organizational practices, donors and potential donors, management, management philosophy, information concerning Project Veritas's employees, contractors, volunteers, sources, methodologies, the targets, subjects or subject matter of any actual or proposed investigation or News Stories, equipment, techniques, technology, software, designs, concepts, drawings, ideas, inventions, experiments, personnel records, specifications, investigations, techniques, models, data, research, development, processes, procedures, know-how, formulas, patterns, devices, compilations, product and pricing information, marketing plans and materials, discussions, timetables, trade secrets, trade names and applications, trademarks and applications, customer names, financial information, and the terms and conditions of this Agreement and the terms and conditions of any business, investigatory or reporting relationship, or any other agreement between Project Veritas and Employee or any other Project Veritas employee, contractor or vendor or any third party. Confidential Information shall not include information that has become publicly known without Employee's breach of this Agreement.

- B. Employee agrees that all Confidential Information shall be maintained by Employee in the highest confidence and that Employee shall never disclose Confidential Information without the prior written consent of Project Veritas, and Employee acknowledges that Employee's agreement to do so is a prerequisite to Employee's engagement by Project Veritas, and to Project Veritas's obligation to pay the consideration provided for herein.
- C. Employee further agrees that Employee will not engage in any form of investment activity, the purchase or sale of any securities, or any other securities-related transaction or activity utilizing or based upon any Confidential Information obtained by Employee.
- D. Employee expressly agrees that the terms of this paragraph shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement, and that after leaving employment with Project Veritas, in addition to all other obligations hereunder, Employee will not disclose to any person or entity, or seek from any current or former Project Veritas employee, contractor or vendor, any Confidential Information.
- E. Nothing in this Agreement, shall prevent Employee from disclosing Confidential Information: (i) to the extent required by law, rule or regulation; (ii) in response to a subpoena or other valid legal process; (iii) with the prior written consent of Project Veritas; (iv) to the extent necessary to enforce any provision of this Agreement, provided that Employee shall endeavor to file any such information under seal; (v) as protected by law (including engaging in concerted activity under the National Labor Relations Act for mutual aid and protection ("NLRA Rights")); or (vi) if such information becomes publicly available other than from disclosure by Employee or anyone acting in concert; provided that, under subsections (i) and (ii), where not prohibited by law, Employee agrees to provide Project Veritas with advance notice of disclosure. Nothing limits Employee's ability to disclose Confidential Information or factual information to any federal, state, or local governmental agency, commission or body, including law enforcement agencies, the Equal Employment Opportunity Commission, any state or local human rights commission, the National Labor Relations Board, the Occupational Safety and Health Administration, and the Securities and Exchange Commission or self-regulatory organization or otherwise participate in any investigation or proceeding that may be conducted by any Governmental Agency or self-regulatory organization, or to disclose factual information to an attorney retained by Employee for the purposes of seeking legal advice regarding employment or the termination thereof. In all cases, Employee agrees to take all reasonable steps to protect the confidentiality of any information disclosed, including seeking confidential treatment by the relevant body, as applicable. Further, nothing in this Agreement constitutes a waiver of Project Veritas's attorney-client, work product or other applicable privileges, and to the extent Employee is in possession of any information protected by such privileges, nothing herein authorizes Employee to disclose such privileged information to any third party.
- F. To the extent provided under applicable law, an individual shall not be held criminally or civilly liable for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

**12. NON-DISPARAGEMENT.** Employee warrants and agrees that during and after Employee's employment, Employee shall not, directly or indirectly, make any disparaging statements or other negative remarks, written or oral, about Project Veritas, or any of its directors, officers, employees, contractors, donors, agents, attorneys or representatives, Employee's employment by Project Veritas, the subject

matter of this Agreement, any Work(s) or News Stories, or the services rendered by Employee or others in connection with any Work(s) or News Stories.

**13. LIQUIDATED DAMAGES.** Employee further acknowledges and agrees that the amount of damages to Project Veritas in the event of a breach by Employee of any of non-disclosure and/or non-disparagement provisions of this Agreement would be difficult to calculate and that \$100,000 is a reasonable measure of the actual damages that are probable, and that Project Veritas shall be entitled to an award of liquidated damages in such amount for each such breach unless actual damages in an amount in excess of \$100,000 can be proven by Project Veritas.

**14. NO RIGHT OF ATTRIBUTION OR CREDIT AND RELEASE.**

**A.** Employee authorizes and gives permission to Project Veritas to use without further consideration or additional authorization at all times and for any and all purposes Employee's image, written material, recordings, name, artwork, and biographical information. Employee hereby releases Project Veritas its affiliates, subsidiaries, associates, successors and assigns, and officers, directors, employees, representatives, agencies and licensees, from any and all liability in connection with any use of this information. Project Veritas shall not be required to make payment to Employee if Project Veritas uses Employee's name and likeness or any material produced by Employee for Project Veritas pursuant to this Agreement.

**B.** Project Veritas shall have the right but not the obligation to use and license the use of Employee's name, personal information, image, sobriquet, photograph, likeness, voice, signature and/or caricature (collectively referred to herein as "name and likeness") and any and all other information about or concerning Employee in connection with this Agreement, the work and services performed by Employee pursuant to this Agreement, and/or the work and services performed in any respect or for Project Veritas. However, Employee forever and unconditionally waives and releases Employee's moral or other right to attribution, to publish or to the integrity in any work or services Employee provides to Project Veritas.

**15. PROHIBITED OUTSIDE ACTIVITIES.** During Employee's employment, Employee shall not engage in any activity, whether as an employee, contractor, volunteer or in any other capacity for any person or entity other than Project Veritas that will or is likely to (i) hinder, interfere with, or prevent Employee from devoting Employee's full time and attention and best efforts to Employee's work for Project Veritas; (ii) hinder, interfere with, or prevent Employee from fully and properly performing Employee's job responsibilities as assigned to Employee from time to time by Project Veritas; or (iii) give rise to an actual conflict of interest or the appearance of a conflict of interest with Project Veritas and/or its mission or work (any such activity, "Prohibited Outside Activity") without the express written approval by the CEO of Project Veritas. All potential conflicts must promptly be disclosed to management.

**16. NON-SOLICITATION OF PROJECT VERITAS EMPLOYEES OR CONTRACTORS.** Employee warrants and agrees that, during Employee's employment and for a period of twelve (12) months after the termination of Employee's employment with Project Veritas, Employee will not, directly or indirectly, individually or in any other capacity solicit, offer employment, employ, or interfere with any Project Veritas employee or contractor, or other person or entity that was a Project Veritas employee or contractor within the twelve (12) months immediately prior to the termination of Employee's employment with Project Veritas, to cease working for or providing services to Project Veritas.

**17. NON-SOLICITATION OF PROJECT VERITAS DONORS.** Employee warrants and agrees that during and after Employee's employment, Employee shall not contact, solicit or otherwise communicate with any person or entity that is a donor or prospective donor to Project Veritas whom Employee learns of or with whom Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas.

**18. NO RIGHT TO BIND PROJECT VERITAS.** Employee acknowledges and agrees that, unless authorized in advance, in writing, by Project Veritas, Employee has no right or authority to bind Project

Veritas, and that Employee will not purport to enter into any agreements for Project Veritas or on Project Veritas's behalf.

**19. WARRANTIES RELATED TO CREATED MATERIAL.** Employee hereby warrants and agrees that all material, works, writing, ideas, or dialogue written, composed, prepared, submitted, contributed or interpolated by Employee in connection with the News Stories or their preparation or production, shall be wholly original with Employee or in the public domain throughout the world, and shall not be copied in whole or in part from any other work, except that submitted to Employee by Project Veritas as a basis for such material. Employee further warrants that neither the material nor any part thereof will violate the rights of privacy or constitute a libel or slander against any person, firm, or corporation, and that the material will not infringe upon the copyright, trademark, literary, dramatic or photoplay rights of any person or right of privacy of any person or company.

**20. NON-DISCLOSURE OF INFORMATION REGARDING POLITICAL CAMPAIGNS AND CANDIDATE ADVOCACY GROUPS.** Unless directed by Project Veritas in the course of Employee's employment, Employee agrees and warrants that Employee will not share with Project Veritas or any of its officers, directors, employees, contractors, agents or affiliates, or use in Employee's employment by or work for Project Veritas, any non-public information obtained by Employee from any source regarding any political campaign or any individual, entity or organization involved in advocating for political candidates.

**21. APPLICATION TO CERTAIN OTHER ENTITIES.** Employee acknowledges and agrees that Project Veritas at times provides services to certain other entities, including, but not limited to, Project Veritas Action Fund, with respect to, among other things, undercover investigations and reporting, and audio and video editing and production. Employee acknowledges and agrees that Employee's acknowledgements, agreements, warranties and obligations set forth herein also apply to any such other entities.

**22. RETURN OF ORGANIZATION PROPERTY.** Employee warrants and agrees that upon termination of Employee's employment, Employee shall return any and all Project Veritas property of any kind, including, but not limited to, any computers and other electronic devices, recording and communication devices, documents and information (whether in hard copy or electronic and not keep any copies), software or applications, and any work product (whether completed or incomplete) in the same condition in which it was received by Employee, reasonable wear and tear excepted.

**23. DISPUTE RESOLUTION. CHOICE OF LAW. VENUE. REMEDIES.**

- A.** Except as otherwise provided, all disputes, controversies, or claims arising out of or relating to this Agreement or any alleged breach hereof shall be submitted to mandatory and binding confidential arbitration before, and in accordance with the then-applicable rules of the American Arbitration Association ("AAA") in either Westchester or New York County, New York. Employee recognizes that by signing this Agreement, Employee is giving up any rights Employee may have had to a trial by jury. To the extent permitted by applicable law, the parties hereto agree to share equally the costs of the selected arbitrator(s) and any AAA costs. The prevailing party in such arbitration shall be entitled to the recovery of that party's reasonable attorneys' fees and the costs of arbitration from the non-prevailing party.
- B.** All disputes, controversies, or claims arising under or relating to this Agreement or any alleged breach hereof shall be governed by the laws of the State of New York without regard to its choice of law principles. Subject to the below, Employee hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts located in Westchester or New York County, New York, to stay, confirm, modify or vacate any arbitration award. Employee expressly agrees that due to the nature of the obligations to Employee by Project Veritas under this Agreement, no breach by Project Veritas will cause Employee irreparable harm or otherwise entitle Employee to injunctive or other equitable relief to terminate or rescind this Agreement, to avoid the restrictions on Employee's conduct contained herein, to enjoy



Project Veritas's use of the results and proceeds of Employee's services hereunder, or to restrain the use, exhibition or exploitation of any Work(s) or News Stories. Employee recognizes that the actual or threatened breach of Employee's restrictions and obligations contained herein will result in irreparable harm to Project Veritas and that, notwithstanding anything herein to the contrary, Project Veritas may seek a preliminary and/or final injunction, either in court or from the AAA to enforce those restrictions and obligations or to restrain any actual or threatened breach of those restrictions and obligations, in addition to any and all additional remedies available at law. Should Project Veritas obtain a preliminary or final injunction in any court or from the AAA, then, to the extent permitted by applicable law, Employee shall then immediately become liable to pay the attorneys' fees and costs incurred by Project Veritas to obtain the injunction.

- D. To the fullest extent permitted by law, Employee acknowledges and agrees that no class or collective actions can be asserted in arbitration, court or otherwise (class action waiver) for any matters relating to my employment relationship with Project Veritas. This class action waiver precludes any party from participating in or being represented in any class or representative action regarding a claim relating to my employment relationship with Project Veritas. However, if under applicable law a representative claim under state law is deemed un-waivable and such an action is pursued in court, Employee agrees that any such representative claim will be severed and stayed pending resolution of claims that are arbitrable. This clause, any arbitration proceedings and pleadings, motions, evidence, and/or outcome of such proceedings shall remain confidential.

**24. WAIVER.** The waiver by either party or any breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver must be in writing to be effective.

**25. NOTICES.** All notices pursuant to this Agreement shall be delivered in person, via nationally recognized overnight carrier, or via e-mail, addressed as follows:

- A. If to Employee: See Employee Contact Information Above
- B. If to Project Veritas: Human Resources Director, Project Veritas 1214 West Boston Post Road No 148, Mamaroneck, NY 10543 and HRDirector@ProjectVeritas.com; a courtesy copy shall be sent to James O'Keefe, President at the same address and James@ProjectVeritas.com.

The contact information for a party to receive notice may be changed from at any time by any party by giving notice of such change in writing.

**26. CONSTRUCTION. SURVIVAL:** When construing this Agreement, it shall be deemed to have been fully negotiated between parties of equal bargaining power and it shall not be construed against any party as the drafter of the Agreement, or considered a contract of adhesion. Employee expressly agrees that the terms of this Agreement shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement.

**27. ENTIRE AGREEMENT:** This Agreement, together with the Employee Handbook and company policies, contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, agreements and understandings with respect thereto whether in writing, oral, or otherwise. Employee acknowledges that no representation or promise not expressly contained in this Agreement has been made by Project Veritas or any of Project Veritas's agents, employees or representatives.

**28. AMENDMENT:** This Agreement cannot be modified, supplemented or amended except by a written instrument executed by the parties hereto except that employee's title, compensation, duties, supervisor, benefits and other such terms of this agreement may be changed from time to time by Project Veritas via written notice including, but not limited to, letters, emails, memos, messages, annual reviews, or such other writing as deemed appropriate by Project Veritas. Employee will be deemed to have accepted

such changes if employee opts to continue his/her employment with Project Veritas after Project Veritas has sent such written notice to the Employee.

**29. SEVERABILITY:** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be modified, if permissible, or severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

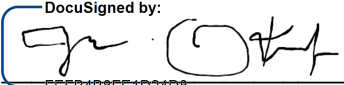
**30. INTENT TO BE BOUND:** Employee acknowledges and agrees that Employee has had ample opportunity to consult with an attorney of Employee's choice before affixing Employee's signature below indicating Employee's unequivocal intent to be bound by the terms of this Agreement.

A copy of a signature is deemed to have the same legal effect as an original signature and this Agreement may be signed in counterparts which, when taken together, shall constitute the entire, executed agreement.

By signing in the spaces provided below, Employee and Project Veritas accept and agree to all the terms and conditions of this Agreement.

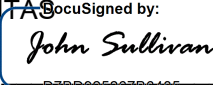
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

EMPLOYEE

DocuSigned by:  
  
Signature: \_\_\_\_\_  
PEFB4B8FE1D24D8...  
Print Name: James O'Keefe  
\_\_\_\_\_

Date: 9/30/2022  
\_\_\_\_\_

PROJECT VERITAS

DocuSigned by:  
  
Signature: \_\_\_\_\_  
D7BD925267B0485...  
Print Name: John Sullivan  
\_\_\_\_\_

Date: 9/30/2022  
\_\_\_\_\_

Title: General Counsel & CCO  
\_\_\_\_\_

# **Exhibit B**

## Iatropoulos Agreement





**AT-WILL EMPLOYMENT AGREEMENT**

[ X AMENDED September 4, 2022 (Orig. Agreement Date: June 6, 2022)]

Employee Name: Anthony Iatropoulos  
Employee Address: 42 Union Street #21, Hillsdale, MI 49242  
Employee Phone No.: [REDACTED]  
Employee Email Address: [REDACTED]

**POSITION: Development/Comms/Field Ops Assoc.**

**COMPENSATION: \$15/hour to \$20/hour**

**EMPLOYMENT START DATE: June 6, 2022**

This Employment Agreement (the "Agreement") effective as of the date all parties sign this Agreement is hereby entered into by and between Employee and Project Veritas ("Project Veritas"), with an address of 1214 West Boston Post Road No 148, Mamaroneck, NY 10543. In exchange for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Employee and Project Veritas agree as follows:

1. **RESPONSIBILITIES.** Project Veritas hereby engages Employee's services in connection with the production of investigative news stories ("News Stories"). Employee's job duties, responsibilities, and expectations are more fully described in the position job description and employee handbook which may change from time to time. Employee shall comply with all instructions, directions, requests, rules and requirements of Project Veritas in connection with such services, regardless of whether or not such instructions, directions, requests, rules or regulations involve matters of artistic taste or judgment. Project Veritas shall have the complete, final and unfettered control and approval of all business, financial and creative aspects of, and decisions with respect to, the News Stories. The services to be rendered by Employee shall include all services usually and customarily rendered by and required of persons employed in this capacity, and such other services as may be required of Employee by Project Veritas from time to time. Employee hereby accepts such employment upon all the terms and conditions herein contained and agrees to keep and perform all of Employee's obligations and agreements hereunder.

2. **PERFORMANCE STANDARDS.** Employee shall devote Employee's full working time and attention and best efforts to the performance of Employee's obligations hereunder. Employee's services shall be rendered, either alone or in collaboration with others designated by Project Veritas, as, when and wherever required by Project Veritas in such manner as Project Veritas may direct, under the instructions and in strict accordance with the controls and schedules established by Project Veritas and at the times, places and in the manner required by Project Veritas. Employee will promptly comply with all instructions, directions, requests, rules and regulations, including matters relating to artistic and/or creative taste and judgment, made or issued by Project Veritas or its designees. Such services shall be rendered in an artistic, conscientious, efficient and punctual manner to the best of Employee's ability and with full regard to the careful, efficient, economical and expeditious production of the News Stories within the budget and shooting schedule established by Project Veritas.

3. **EMPLOYMENT ELIGIBILITY.** To permit Project Veritas to comply with applicable law concerning the engagement of persons and/or entities as employees, Employee will provide to Project Veritas, at the time of submission of this executed Agreement the following forms of proof of authorization to work in the United States:

- a. A completed federal Form I-9 with copies of two (2) acceptable forms of identification, per the instructions accompanying Form I-9; and
- b. A completed IRS Form W-4.

Employee's submission of these forms is a prerequisite to Employee's employment by Project Veritas and all of Project Veritas's obligations under this Agreement are expressly conditioned upon Employee's completion and submission of the above documentation to Project Veritas, in a form acceptable to Project Veritas.

4. **COMPENSATION.** On condition that Employee keeps and performs each and all of Employee's obligations and agreements hereunder, for so long as Employee is employed by Project Veritas, Project Veritas agrees to pay Employee and Employee agrees to accept as full compensation for all services and obligations agreed to herein, and for all rights granted hereunder, compensation in the amount defined above to be paid in accordance with Project Veritas's payroll policies and procedures as in effect from time to time. Employee agrees that as Employee's employer, Project Veritas may deduct and withhold from all compensation payable to Employee hereunder all amounts required to be deducted or withheld pursuant to any law, statute, ordinance, order, judgment or decree now or hereafter in effect. Employee will be classified as **NON EXEMPT** for purposes of the Fair Labor Standards Act and comparable state laws. Nothing herein creates, nor shall it be construed to create any specific period of employment or to entitle Employee to employment for any specific period of time.

5. **AT-WILL EMPLOYMENT.** Notwithstanding anything contained herein to the contrary, Employee shall be an at-will employee in all respects, meaning that Project Veritas or Employee may terminate Employee's employment at any time, for any reason, or for no reason. The term of employment hereunder shall commence on or about the start date defined above as Project Veritas may elect, in Project Veritas's sole discretion, and shall continue thereafter until terminated by Employee or Project Veritas.

6. **CO-EMPLOYMENT ARRANGEMENT WITH ENGAGE PEO.** Employee acknowledges and agrees that Project Veritas has established a co-employment arrangement with S2 HR Solutions 1A, LLC, known as Engage PEO ("Engage"), through which Engage provides certain payroll, human resource, tax, administrative and benefit-related services to Project Veritas and its employees, including making payroll payments directly to employees on behalf of Project Veritas. Employee agrees to provide cooperation to Engage when required to allow Engage to provide such services. However, unless specifically informed and/or instructed to the contrary by Project Veritas, Employee's duty to perform Employee's obligations under this Agreement shall be to Project Veritas, and Project Veritas shall have the right to direct, control, receive and retain all benefits of Employee's work.

7. **TRAVEL AND EXPENSE REIMBURSEMENT.** Employee is solely responsible for all costs related to the Employee's commute to/from Employee's assigned Project Veritas office location, including lodging and meals while at that office location. Expenses incurred relating to travel to other offices or other work-related travel will be paid or reimbursed in accordance with Project Veritas's policies in effect from time to time (as set forth in Project Veritas's Employee Handbook).

8. **PAID TIME OFF.** In accordance with Project Veritas's policies in effect from time to time (as more fully set forth in Project Veritas's Employee Handbook), provided Employee consistently works thirty (30) or more hours a week, unlimited paid time off will be available to full time employees commencing on the Employee's thirty-first day of employment with Project Veritas. Requests to use PTO are subject to management approval and may be denied for any reason or no reason at all. Employee will not accrue PTO, and Project Veritas will owe Employee no compensation at any time for any unused PTO unless such unused PTO was accrued prior to May 31, 2020.

9. **HEALTH INSURANCE.** In accordance with Project Veritas's policies in effect at the time (as set forth in Project Veritas's Employee Handbook), Project Veritas provides health insurance to employees who consistently work 30 or more hours a week. Project Veritas reserves the right to amend or terminate the Health Insurance Policy at its sole discretion.

10. **NO OBLIGATION TO UTILIZE SERVICES.** Although Project Veritas shall have the right to utilize Employee's services in and in connection with the News Stories pursuant hereto, and in advertising and promotion thereof, Project Veritas shall have no obligation to do so nor does it make any warranty or representation that it shall do so, or that it will produce, release or distribute any News Story, or that it will continue the release and distribution of any News Story if released, or otherwise exploit any rights granted to Project Veritas hereunder.

11. **INTELLECTUAL PROPERTY, OWNERSHIP AND FULL AND COMPLETE GRANT OF RIGHT TO PROJECT VERITAS.** Project Veritas shall be the sole owner of any and all rights in and to the results and proceeds of Employee's services to Project Veritas, and it shall have the sole right to use, exploit, advertise and exhibit the foregoing in any and all media, whether now known or hereafter devised throughout the world, in all languages, as Project Veritas in its sole and unfettered discretion shall determine. Employee agrees that anything created by Employee in connection with the services Employee provides to Project Veritas shall belong exclusively to Project Veritas, and not to Employee, including, but not limited to, any and all video, film, photographs, negatives, video footage, images, renderings, audio video works, audio, recordings, multimedia works, music, reproductions, performances, digital media works, still images and/or other images or footage, documents, papers, writings (both published and unpublished), written work product (including drafts), designs, inventions, patents, trademarks, copyrightable materials, ideas, intellectual property, trade secrets, creative concepts, including all compilations, collections, or other work product created within the scope of or in the course of Employee's employment with Project Veritas and Employee's performance pursuant to this Agreement, and derivatives thereof, and the like ("Work(s)"). Employee further hereby expressly agrees that any and all Work(s) that are created in connection with the services Employee provides to Project Veritas are specially commissioned and are and shall be deemed Work(s) Made for Hire as that term is understood and enforceable under Copyright law. Employee hereby expressly waives and hereby irrevocably transfers and assigns to Project Veritas all rights in the Work(s), including but not limited to all rights under Section 203 of the Copyright Act together with any "artist's rights" and/or "moral rights" that Employee might otherwise have in the Work(s). To the extent that a question arises about whether Project Veritas owns in its entirety any Work(s) (including whether the Work(s) are Made for Hire), Employee hereby expressly and irrevocably sells, transfers, and assigns to Project Veritas, all right, title, and interest in and to such Work(s) in consideration for the consideration paid to Employee hereunder. Employee further expressly and irrevocably grants to Project Veritas a worldwide, perpetual, exclusive license for the Work(s) from now until the end of time to use, print, reproduce, distribute, perform, rent, loan, edit, modify, publish, display, transfer, sell, assign, create derivative works from and/or based upon, and/or license to others, in any manner, form, or media now known or hereafter invented as Project Veritas so chooses in Project Veritas's sole and complete discretion.

Project Veritas shall also have the right to add to, subtract from, change, arrange, revise, adapt, rearrange, and make variations of any Work(s), and to translate the Work(s) into any and all languages and/or formats, change the sequence, change the characters and the descriptions thereof, change the title of the Work(s), record and photograph the Work(s) with or without sound (including spoken words, dialogue and music synchronously recorded), use the title of any Work(s) or any of their components in connection with works or motion pictures wholly or partially independent thereof, to vend, copy and publish the same as Project Veritas may desire, and to use all or any part thereof in new versions, adaptations and sequels in any and all languages, and to obtain copyright therein throughout the world; and Employee does hereby assign and transfer to Project Veritas all of the foregoing without reservation, condition or limitations and no right of any kind, nature or description is reserved by Employee. All rights granted to Project Veritas hereunder shall vest in Project Veritas immediately and shall remain vested whether this Agreement expires in normal course or is terminated for any cause or reason by either party. Employee acknowledges and agrees that the Work(s) may, at Project Veritas's sole discretion, be registered for copyright in Project Veritas's name both in the United States and elsewhere and that Employee hereby waives any and all rights to register for copyright any Work(s). All commercial recording rights and the proceeds thereof relating to the Work(s) shall be owned and controlled by Project Veritas, and all merchandising and publishing rights in connection with the Work(s) and any News Stories and the proceeds thereof shall be owned and controlled by Project Veritas.

12. **CONFIDENTIAL INFORMATION.** Employee acknowledges and agrees that all information from whatever source which Employee learns or with which Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas, concerning in any manner whatsoever any aspect of Project Veritas, its business, employees, independent contractors or volunteers shall be considered confidential and proprietary information ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms of this Agreement, information regarding projects and potential projects, organizational practices, donors and potential donors, management, management philosophy, information concerning Project Veritas's employees, contractors, volunteers, sources, methodologies, the targets, subjects or subject matter of any actual or proposed investigation or News Stories, equipment, techniques, technology, software, designs, concepts, drawings, ideas, inventions, experiments, personnel records, specifications, investigations, techniques, models, data, research, development, processes, procedures, know-how, formulas, patterns, devices, compilations, product and pricing information, marketing plans and materials, discussions, timetables, trade secrets, trade names and applications, trademarks and applications, customer names, financial information, and the terms and conditions of this Agreement and the terms and conditions of any business, investigatory or reporting relationship, or any other agreement between Project Veritas and Employee or any other Project Veritas employee, contractor or vendor or any third party. Confidential Information shall not include information that has become publicly known without Employee's breach of this Agreement. Employee agrees that all Confidential Information shall be maintained by Employee in the highest confidence and that Employee shall never disclose Confidential Information without the prior written consent of Project Veritas, and Employee acknowledges that Employee's agreement to do so is a prerequisite to Employee's engagement by Project Veritas, and to Project Veritas's obligation to pay the consideration provided for herein. Employee further agrees that Employee will not engage in any form of investment activity, the purchase or sale of any securities, or any other securities-related transaction or activity utilizing or based upon any Confidential Information obtained by Employee. Employee expressly agrees that the terms of this paragraph shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement, and that after leaving employment with Project Veritas, in addition to all other obligations hereunder, Employee will not disclose to any person or entity, or seek from any current or former Project Veritas employee, contractor or vendor, any Confidential Information.

13. **NON-DISPARAGEMENT.** Employee warrants and agrees that during and after Employee's employment, Employee shall not, directly or indirectly, make any disparaging statements or other negative remarks, written or oral, about Project Veritas, or any of its directors, officers, employees, contractors, donors, agents, attorneys or representatives, Employee's employment by Project Veritas, the subject matter of this Agreement, any Work(s) or News Stories, or the services rendered by Employee or others in connection with any Work(s) or News Stories.

14. **LIQUIDATED DAMAGES.** Employee further acknowledges and agrees that the amount of damages to Project Veritas in the event of a breach by Employee of any of non-disclosure and/or non-disparagement provisions of this Agreement would be difficult to calculate and that \$100,000 is a reasonable measure of the actual damages that are probable, and that Project Veritas shall be entitled to an award of liquidated damages in such amount for each such breach unless actual damages in an amount in excess of \$100,000 can be proven by Project Veritas.

15. **NO RIGHT OF ATTRIBUTION OR CREDIT.** Project Veritas shall have the right but not the obligation to use and license the use of Employee's name, personal information, image, sobriquet, photograph, likeness, voice, signature and/or caricature (collectively referred to herein as "name and likeness") and any and all other information about or concerning Employee in connection with this Agreement, the work and services performed by Employee pursuant to this Agreement, and/or the work and services performed in any respect or for Project Veritas. However, Employee forever and unconditionally waives Employee's moral or other right to attribution, to publish or to the integrity in any work or services Employee provides to Project Veritas. Project Veritas shall not be required to make payment to Employee if Project Veritas so uses Employee's name and likeness.

16. **PROHIBITED OUTSIDE ACTIVITIES.** During Employee's employment, Employee shall not engage in any activity, whether as an employee, contractor, volunteer or in any other capacity for any

person or entity other than Project Veritas that will or is likely to (i) hinder, interfere with, or prevent Employee from devoting Employee's full time and attention and best efforts to Employee's work for Project Veritas; (ii) hinder, interfere with, or prevent Employee from fully and properly performing Employee's job responsibilities as assigned to Employee from time to time by Project Veritas; or (iii) give rise to an actual conflict of interest or the appearance of a conflict of interest with Project Veritas and/or its mission or work (any such activity, "Prohibited Outside Activity") without the express written approval by the CEO of Project Veritas.

17. **NON-SOLICITATION OF PROJECT VERITAS EMPLOYEES OR CONTRACTORS.** Employee warrants and agrees that, during Employee's employment and for a period of twelve (12) months after the termination of Employee's employment with Project Veritas, Employee will not, directly or indirectly, individually or in any other capacity solicit, offer employment, employ, or interfere with any Project Veritas employee or contractor, or other person or entity that was a Project Veritas employee or contractor within the twelve (12) months immediately prior to the termination of Employee's employment with Project Veritas, to cease working for or providing services to Project Veritas.

18. **NON-SOLICITATION OF PROJECT VERITAS DONORS.** Employee warrants and agrees that during and after Employee's employment, Employee shall not contact, solicit or otherwise communicate with any person or entity that is a donor or prospective donor to Project Veritas whom Employee learns of or with whom Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas.

19. **NO RIGHT TO BIND PROJECT VERITAS.** Employee acknowledges and agrees that, unless authorized in advance, in writing, by Project Veritas, Employee has no right or authority to bind Project Veritas, and that Employee will not purport to enter into any agreements for Project Veritas or on Project Veritas's behalf.

20. **EMPLOYEE WARRANTIES.** Employee hereby warrants that Employee is not under any obligation or restriction, created by law or otherwise, which would in any manner or to any extent prevent or restrict Employee from entering into and fully performing Employee's obligations under this Agreement.

21. **WARRANTIES RELATED TO CREATED MATERIAL.** Employee hereby warrants and agrees that all material, works, writing, ideas, or dialogue written, composed, prepared, submitted, contributed or interpolated by Employee in connection with the News Stories or their preparation or production, shall be wholly original with Employee or in the public domain throughout the world, and shall not be copied in whole or in part from any other work, except that submitted to Employee by Project Veritas as a basis for such material. Employee further warrants that neither the material nor any part thereof will violate the rights of privacy or constitute a libel or slander against any person, firm, or corporation, and that the material will not infringe upon the copyright, trademark, literary, dramatic or photoplay rights of any person or right of privacy of any person or company.

22. **NON-DISCLOSURE OF INFORMATION REGARDING POLITICAL CAMPAIGNS AND CANDIDATE ADVOCACY GROUPS.** Unless directed by Project Veritas in the course of Employee's employment, Employee agrees and warrants that Employee will not share with Project Veritas or any of its officers, directors, employees, contractors, agents or affiliates, or use in Employee's employment by or work for Project Veritas, any non-public information obtained by Employee from any source regarding any political campaign or any individual, entity or organization involved in advocating for political candidates.

23. **APPLICATION TO CERTAIN OTHER ENTITIES.** Employee acknowledges and agrees that Project Veritas at times provides services to certain other entities, including, but not limited to, Project Veritas Action Fund, with respect to, among other things, undercover investigations and reporting, and audio and video editing and production. Employee acknowledges and agrees that Employee's acknowledgements, agreements, warranties and obligations set forth herein also apply to any such other entities.



24. **RETURN OF ORGANIZATION PROPERTY.** Employee warrants and agrees that upon termination of Employee's employment, Employee shall return any and all Project Veritas property of any kind, including, but not limited to, any computers and other electronic devices, recording and communication devices, documents, software or applications, and any work product (whether completed or incomplete) in the same condition in which it was received by Employee, reasonable wear and tear excepted.

25. **DISPUTE RESOLUTION. CHOICE OF LAW. VENUE. REMEDIES.** All disputes, controversies, or claims arising under or relating to this Agreement or any alleged breach hereof shall be governed by the laws of the State of New York without regard to its choice of law principles. Subject to the below, Employee hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts located in Westchester or New York County, New York, for the enforcement of and resolution of any disputes under this Agreement, and to stay, confirm, modify or vacate any arbitration award. Except as otherwise provided, all disputes, controversies, or claims arising out of or relating to this Agreement or any alleged breach hereof shall be submitted to mandatory and binding confidential arbitration before, and in accordance with the then-applicable rules of the American Arbitration Association ("AAA") in either Westchester or New York County, New York. Employee recognizes that by signing this Agreement, Employee is giving up any rights Employee may have had to a trial by jury. To the extent permitted by applicable law, the parties hereto agree to share equally the costs of the selected arbitrator(s) and any AAA costs. The prevailing party in such arbitration shall be entitled to the recovery of that party's reasonable attorneys' fees and the costs of arbitration from the non-prevailing party.

Employee expressly agrees that due to the nature of the obligations to Employee by Project Veritas under this Agreement, no breach by Project Veritas will cause Employee irreparable harm or otherwise entitle Employee to injunctive or other equitable relief to terminate or rescind this Agreement, to avoid the restrictions on Employee's conduct contained herein, to enjoin Project Veritas's use of the results and proceeds of Employee's services hereunder, or to restrain the use, exhibition or exploitation of any Work(s) or News Stories. Employee recognizes that the actual or threatened breach of Employee's restrictions and obligations contained herein will result in irreparable harm to Project Veritas and that, notwithstanding anything herein to the contrary, Project Veritas may seek a preliminary and/or final injunction, either in court or from the AAA to enforce those restrictions and obligations or to restrain any actual or threatened breach of those restrictions and obligations, in addition to any and all additional remedies available at law. Should Project Veritas obtain a preliminary or final injunction in any court or from the AAA, then, to the extent permitted by applicable law, Employee shall then immediately become liable to pay the attorneys' fees and costs incurred by Project Veritas to obtain the injunction.

To the fullest extent permitted by law, Employee acknowledges and agrees that no class or collective actions can be asserted in arbitration, court or otherwise (class action waiver) for any matters relating to my employment relationship with Project Veritas. This class action waiver precludes any party from participating in or being represented in any class or representative action regarding a claim relating to my employment relationship with Project Veritas. However, if under applicable law a representative claim under state law is deemed un-waivable and such an action is pursued in court, Employee agrees that any such representative claim will be severed and stayed pending resolution of claims that are arbitrable. This clause, any arbitration proceedings and pleadings, motions, evidence, and/or outcome of such proceedings shall remain confidential.

26. **WAIVER.** The waiver by either party or any breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver must be in writing to be effective.

27. **NOTICES.** All notices pursuant to this Agreement shall be delivered in person, via nationally recognized overnight carrier, or via e-mail, addressed as follows:

- a. If to Employee: See Employee Contact Information Above
- b. If to Project Veritas: Human Resources Director, Project Veritas 1214 West Boston Post Road No 148, Mamaroneck, NY 10543 and HRDirector@ProjectVeritas.com; a courtesy

copy shall be sent to James O’Keefe, President at the same address and James@ProjectVeritas.com.

The contact information for a party to receive notice may be changed from at any time by any party by giving notice of such change in writing.

28. **CONSTRUCTION. SURVIVAL:** When construing this Agreement, it shall be deemed to have been fully negotiated between parties of equal bargaining power and it shall not be construed against any party as the drafter of the Agreement, or considered a contract of adhesion. Employee expressly agrees that the terms of this Agreement shall survive after the conclusion of Employee’s employment with Project Veritas and/or the expiration or termination of this Agreement.

29. **ENTIRE AGREEMENT:** This Agreement, together with the Employee Handbook and company policies, contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, agreements and understandings with respect thereto whether in writing, oral, or otherwise. Employee acknowledges that no representation or promise not expressly contained in this Agreement has been made by Project Veritas or any of Project Veritas’s agents, employees or representatives.

30. **AMENDMENT:** This Agreement cannot be modified, supplemented or amended except by a written instrument executed by the parties hereto.

31. **SEVERABILITY:** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be modified, if permissible, or severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

32. **INTENT TO BE BOUND:** Employee acknowledges and agrees that Employee has had ample opportunity to consult with an attorney of Employee’s choice before affixing Employee’s signature below indicating Employee’s unequivocal intent to be bound by the terms of this Agreement.

A copy of a signature is deemed to have the same legal effect as an original signature and this Agreement may be signed in counterparts which, when taken together, shall constitute the entire, executed agreement.

By signing in the spaces provided below, Employee and Project Veritas accept and agree to all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

EMPLOYEE

Signature:

DocuSigned by:  
*Anthony Iatropoulos*  
AC702B087714486...

9/19/2022

Date: \_\_\_\_\_

Print Name:

Anthony Iatropoulos

PROJECT VERITAS

Signature:

DocuSigned by:  
*John Sullivan*  
D7BD925267B6485...

9/20/2022

Date: \_\_\_\_\_

Print Name:

John Sullivan

Title:

General Counsel & CCO

# **Exhibit C**

## Maxwell Agreement



**AT-WILL EMPLOYMENT AGREEMENT FOR PRESS SECRETARY**

This Employment Agreement (the “Agreement”) effective as of November 1, 2021 is hereby entered into by and between **RC Maxwell** (“Employee”), with an address of **1438 E. Polk Street, Phoenix, AZ** and PROJECT VERITAS (“Project Veritas”), with an address of 1214 West Boston Post Road No 148, Mamaroneck, NY 10543. In exchange for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Employee and Project Veritas agree as follows:

**1. RESPONSIBILITIES.** Project Veritas hereby engages Employee’s services as a **Press Secretary** in connection with the production of investigative news stories (“News Stories”). Employee shall comply with all instructions, directions, requests, rules and requirements of Project Veritas in connection with such services, regardless of whether or not such instructions, directions, requests, rules or regulations involve matters of artistic taste or judgment. Project Veritas shall have the complete, final and unfettered control and approval of all business, financial and creative aspects of, and decisions with respect to, the News Stories. The services to be rendered by Employee shall include all services usually and customarily rendered by and required of persons employed in this capacity, and such other services as may be required of Employee by Project Veritas from time to time. Employee hereby accepts such employment upon all the terms and conditions herein contained and agrees to keep and perform all of Employee’s obligations and agreements hereunder.

**2. PERFORMANCE STANDARDS.** Employee shall devote Employee’s full working time and attention and best efforts to the performance of Employee’s obligations hereunder. Employee’s services shall be rendered, either alone or in collaboration with others designated by Project Veritas, as, when and wherever required by Project Veritas in such manner as Project Veritas may direct, under the instructions and in strict accordance with the controls and schedules established by Project Veritas and at the times, places and in the manner required by Project Veritas. Employee will promptly comply with all instructions, directions, requests, rules and regulations, including matters relating to artistic and/or creative taste and judgment, made or issued by Project Veritas or its designees. Such services shall be rendered in an artistic, conscientious, efficient and punctual manner to the best of Employee’s ability and with full regard to the careful, efficient, economical and expeditious production of the News Stories within the budget and shooting schedule established by Project Veritas.

**3. EMPLOYMENT ELIGIBILITY.** To permit Project Veritas to comply with applicable law concerning the engagement of persons and/or entities as employees, Employee will provide to Project Veritas, at the time of submission of this executed Agreement the following forms of proof of authorization to work in the United States:

1. A completed federal Form I-9 with copies of two (2) acceptable forms of identification, per the instructions accompanying Form I-9; and
2. A completed IRS Form W-4.

Employee’s submission of these forms is a prerequisite to Employee’s employment by Project Veritas and all of Project Veritas’s obligations under this Agreement are expressly conditioned

upon Employee's completion and submission of the above documentation to Project Veritas, in a form acceptable to Project Veritas.

**4. COMPENSATION.** On condition that Employee keeps and performs each and all of Employee's obligations and agreements hereunder, for so long as Employee is employed by Project Veritas, Project Veritas agrees to pay Employee and Employee agrees to accept as full compensation for all services and obligations agreed to herein, and for all rights granted hereunder, an annual salary of **One Hundred Thousand dollars (\$100,000.00)** per year to be paid in accordance with Project Veritas's payroll policies and procedures as in effect from time to time. Employee agrees that as Employee's employer, Project Veritas may deduct and withhold from all compensation payable to Employee hereunder all amounts required to be deducted or withheld pursuant to any law, statute, ordinance, order, judgment or decree now or hereafter in effect. Employee will be classified as Exempt for purposes of the Fair Labor Standards Act and comparable state laws. Nothing herein creates, nor shall it be construed to create any specific period of employment or to entitle Employee to employment for any specific period of time.

**5. AT-WILL EMPLOYMENT.** Notwithstanding anything contained herein to the contrary, Employee shall be an at-will employee in all respects, meaning that Project Veritas or Employee may terminate Employee's employment at any time, for any reason, or for no reason. The term of employment hereunder shall commence on or about **November 1, 2021** as Project Veritas may elect, in Project Veritas's sole discretion, and shall continue thereafter until terminated by Employee or Project Veritas. Upon separation from employment, Employee agrees to participate in a thirty minute exit interview with a Project Veritas representative. Employee further agrees that Employee will be available to render services for video or audio retakes after termination, if so requested by Project Veritas. Employee will be paid for any retakes on a pro-rated hourly basis based on Employee's salary at the time of termination.

**6. CO-EMPLOYMENT ARRANGEMENT WITH ENGAGE PEO.** Employee acknowledges and agrees that Project Veritas has established a co-employment arrangement with S2 HR Solutions 1A, LLC, known as Engage PEO ("Engage"), through which Engage provides certain payroll, human resource, tax, administrative and benefit-related services to Project Veritas and its employees, including making payroll payments directly to employees on behalf of Project Veritas. Employee agrees to provide cooperation to Engage when required to allow Engage to provide such services. However, unless specifically informed and/or instructed to the contrary by Project Veritas, Employee's duty to perform Employee's obligations under this Agreement shall be to Project Veritas, and Project Veritas shall have the right to direct, control, receive and retain all benefits of Employee's work.

**7. TRAVEL AND EXPENSE REIMBURSEMENT.** In accordance with Project Veritas's policies in effect from time to time (as set forth in Project Veritas's Employee Handbook), Project Veritas will pay or reimburse certain expenses, including expenses relating to work-related travel.

**8. PAID TIME OFF.** In accordance with Project Veritas's policies in effect from time to time (as set forth in Project Veritas's Employee Handbook), provided Employee consistently works thirty (30) or more hours a week, unlimited paid time off will be available to full time

employees. Time off prior to 30 days, would be taken as unpaid. No PTO will accrue after May 31, 2020. PTO can be taken for any purpose to include sick time, vacation, floating holidays, or any other reason. When using PTO for an unexpected sick day, Employees must contact their manager as soon as possible but not later than thirty (30) minutes prior to the start of their work to inform management that they will not be in unless there are extreme or extenuating circumstances. It is expected that, when sick time is taken, the remaining staff will be informed of any important deadlines that may be impacted so that they may cover the work. In all other cases, Employees must request PTO at least two (2) weeks in advance unless otherwise required by law. PTO requests will be approved by the HR Director and COO for HQS Staff; Field Staff PTO requests will be approved by the National Field Director. No more than two consecutive weeks of PTO can be taken at once without approval of the CEO. Generally, the Company will approve more than two (2) consecutive weeks off at a time only for special circumstances on a case by case basis.

Included within the Company's unlimited PTO policy are paid sick days. Requests to use sick days should follow the procedure stated above. Since these days are included within this policy, they do not roll over or accrue. Please note that, even with the Chicago and California sick leave laws, if a company has an unlimited PTO policy, they do not have to enact a separate paid sick leave Rev. Feb. 2020 26 policy. Thus, sick leave is also unlimited, and the Company does not have a separate sick leave policy.

PTO has no cash value and has no value in case of termination or resignation unless otherwise required by law. Since PTO does not accrue, the Company will not pay out any unused vacation time upon termination except for the currently accrued amount as of May 30, 2020, for existing employees per the policy that existed prior to May 31, 2020, and that is replaced with the policy in this document.

PTO will be granted at managerial discretion, and management may consider factors including but not limited to, requests previously approved, workloads, amount of time recently spent travelling and seniority. During the week leading up to OR immediately after a complete office closure, a limited number of people per department will receive approved vacation; this is critical around the holidays to ensure all business operations can continue to function to the satisfaction of management, who maintain sole discretion to determine and define business operations. The Company expects all employees to maintain the high caliber of performance expected of all employees and that work is being managed and completed around PTO in a timely and professional manner. Therefore, if performance declines because of use or abuse of the PTO policy, the Company reserves the right to review an Employee's use of PTO and take disciplinary action if necessary, up to and including termination of employment.

Unlimited PTO may not be used to extend other forms of leave such as FMLA, Parental, Short- or Long-Term Disability, leaves required by state or local law, or other extended leave situations. Employees should review the Leave of Absence Policy below for more information.

The rate of pay for PTO is based on the employee's regular rate of pay and does not include any special compensation including bonuses and commissions.

While out of the office:

Employees should work with their manager to ensure there is a coverage plan while on PTO in order for Employees to enjoy their time off without disruption from work.

1. Employees should setup an out of office response on email providing contact information for their backup, as well as their voicemail greeting.

2. Employees must prepare a plan of coverage for work prior to any foreseeable absence. This plan should be prepared at least three business days prior to the start of PTO and be reviewed in a meeting with all appropriate persons providing coverage, where necessary.

Employees should refer to their state specific addendum for further information.

Management has the sole right to change this policy (which Employee may use for vacation, illness, bereavement, or personal days). Project Veritas's paid time off policy is subject to change at any time. In the event of any inconsistency between the provisions of this Paragraph and Project Veritas's Employee Handbook, the provisions of the Employee Handbook, as amended from time to time, shall control.

**9. HEALTH INSURANCE.** In accordance with Project Veritas's policies in effect from time to time (as set forth in Project Veritas's Employee Handbook), Project Veritas provides health insurance to employees who consistently work 30 or more hours a week. Currently, Project Veritas pays 80% of the Employee's health and dental insurance and the Employee pays 20%. Employee may provide health insurance coverage for eligible dependents at Employee's expense. Project Veritas reserves the right to amend or terminate the Health Insurance Policy at its sole discretion. Employee will be eligible for health insurance on the 1<sup>st</sup> day of the month following the completion of 60 days of working at least 30 hours per week. Project Veritas's health insurance policy is subject to change at any time. In the event of any inconsistency between the provisions of this Paragraph and Project Veritas's Employee Handbook, the provisions of the Employee Handbook, as amended from time to time, shall control.

**10. NO OBLIGATION TO UTILIZE SERVICES.** Although Project Veritas shall have the right to utilize Employee's services in and in connection with the News Stories pursuant hereto, and in advertising and promotion thereof, Project Veritas shall have no obligation to do so nor does it make any warranty or representation that it shall do so, or that it will produce, release or distribute any News Story, or that it will continue the release and distribution of any News Story if released, or otherwise exploit any rights granted to Project Veritas hereunder.

**11. INTELLECTUAL PROPERTY, OWNERSHIP AND FULL AND COMPLETE GRANT OF RIGHT TO PROJECT VERITAS.** Project Veritas shall be the sole owner of any and all rights in and to the results and proceeds of Employee's services to Project Veritas, and it shall have the sole right to use, exploit, advertise and exhibit the foregoing in any and all media, whether now known or hereafter devised throughout the world, in all languages, as Project Veritas in its sole and unfettered discretion shall determine. Employee agrees that anything created by Employee in connection with the services Employee provides to Project Veritas shall belong exclusively to Project Veritas, and not to Employee, including, but not limited to, any and all video, film, photographs, negatives, video footage, images, renderings, audio video works, audio, recordings, multimedia works, music, reproductions, performances, digital media works, still images and/or other images or footage, documents, papers, writings (both published and unpublished), written work product (including drafts), designs, inventions, patents, trademarks, copyrightable materials, ideas, intellectual property, trade secrets, creative concepts, including all compilations, collections, or other work product created within the scope of or in the course of Employee's employment with Project Veritas and Employee's performance pursuant to this Agreement, and derivatives thereof, and the like ("Work(s)"). Employee further hereby expressly agrees that any and all Work(s) that are created in connection with the services Employee provides to Project Veritas are specially commissioned and are and shall be deemed

Work(s) Made for Hire as that term is understood and enforceable under Copyright law. Employee hereby expressly waives and hereby irrevocably transfers and assigns to Project Veritas all rights in the Work(s), including but not limited to all rights under Section 203 of the Copyright Act together with any “artist’s rights” and/or “moral rights” that Employee might otherwise have in the Work(s). To the extent that a question arises about whether Project Veritas owns in its entirety any Work(s) (including whether the Work(s) are Made for Hire), Employee hereby expressly and irrevocably sells, transfers, and assigns to Project Veritas, all right, title, and interest in and to such Work(s) in consideration for the consideration paid to Employee hereunder. Employee further expressly and irrevocably grants to Project Veritas a worldwide, perpetual, exclusive license for the Work(s) from now until the end of time to use, print, reproduce, distribute, perform, rent, loan, edit, modify, publish, display, transfer, sell, assign, create derivative works from and/or based upon, and/or license to others, in any manner, form, or media now known or hereafter invented as Project Veritas so chooses in Project Veritas’s sole and complete discretion.

Project Veritas shall also have the right to add to, subtract from, change, arrange, revise, adapt, rearrange, and make variations of any Work(s), and to translate the Work(s) into any and all languages and/or formats, change the sequence, change the characters and the descriptions thereof, change the title of the Work(s), record and photograph the Work(s) with or without sound (including spoken words, dialogue and music synchronously recorded), use the title of any Work(s) or any of their components in connection with works or motion pictures wholly or partially independent thereof, to vend, copy and publish the same as Project Veritas may desire, and to use all or any part thereof in new versions, adaptations and sequels in any and all languages, and to obtain copyright therein throughout the world; and Employee does hereby assign and transfer to Project Veritas all of the foregoing without reservation, condition or limitations and no right of any kind, nature or description is reserved by Employee. All rights granted to Project Veritas hereunder shall vest in Project Veritas immediately and shall remain vested whether this Agreement expires in normal course or is terminated for any cause or reason by either party.

Employee acknowledges and agrees that the Work(s) may, at Project Veritas’s sole discretion, be registered for copyright in Project Veritas’s name both in the United States and elsewhere and that Employee hereby waives any and all rights to register for copyright any Work(s). All commercial recording rights and the proceeds thereof relating to the Work(s) shall be owned and controlled by Project Veritas, and all merchandising and publishing rights in connection with the Work(s) and any News Stories and the proceeds thereof shall be owned and controlled by Project Veritas.

Employee expressly agrees that the terms of this Paragraph 11 shall survive after the conclusion of Employee’s employment with Project Veritas and/or the expiration or termination of this Agreement. Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 11 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.



**12. CONFIDENTIAL INFORMATION.** Employee acknowledges and agrees that all information from whatever source which Employee learns or with which Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas, concerning in any manner whatsoever any aspect of Project Veritas, its business, employees, independent contractors or volunteers shall be considered confidential and proprietary information ("Confidential Information"). Confidential Information shall include, but not be limited to, information regarding projects and potential projects, organizational practices, donors and potential donors, management, management philosophy, information concerning Project Veritas's employees, contractors, volunteers, sources, methodologies, the targets, subjects or subject matter of any actual or proposed investigation or News Stories, equipment, techniques, technology, software, designs, concepts, drawings, ideas, inventions, experiments, personnel records, specifications, investigations, techniques, models, data, research, development, processes, procedures, know-how, formulas, patterns, devices, compilations, product and pricing information, marketing plans and materials, discussions, timetables, trade secrets, trade names and applications, trademarks and applications, patents, patent applications, customer names, financial information, and the terms and conditions of this Agreement and the terms and conditions of any business, investigatory or reporting relationship, or any other agreement between Project Veritas and Employee or any other Project Veritas employee, contractor or vendor or any third party. Confidential Information shall not include information that has become publicly known without Employee's breach of this Agreement. Employee agrees that all Confidential Information shall be maintained by Employee in the highest confidence and that Employee shall never disclose Confidential Information without the prior written consent of Project Veritas, and Employee acknowledges that Employee's agreement to do so is a prerequisite to Employee's engagement by Project Veritas, and to Project Veritas's obligation to pay the consideration provided for herein. Employee further agrees that Employee will not engage in any form of investment activity, the purchase or sale of any securities, or any other securities-related transaction or activity utilizing or based upon any Confidential Information obtained by Employee. Employee expressly agrees that the terms of this Paragraph 12 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement, and that after leaving employment with Project Veritas, in addition to all other obligations hereunder, Employee will not disclose to any person or entity, or seek from any current or former Project Veritas employee, contractor or vendor, any Confidential Information. Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 12 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.

**13. NO RIGHT OF ATTRIBUTION OR CREDIT.** Project Veritas shall have the right but not the obligation to use and license the use of Employee's name, personal information, image, sobriquet, photograph, likeness, voice, signature and/or caricature (collectively referred to herein as "name and likeness") and any and all other information about or concerning Employee in connection with this Agreement, the work and services performed by Employee pursuant to this Agreement, and/or the work and services performed in any respect or for Project Veritas. However, Employee forever and unconditionally waives Employee's moral or other right to attribution, to publish or to the integrity in any work or services Employee provides to Project Veritas. Project Veritas shall not be required to make payment to Employee if Project Veritas so

uses Employee's name and likeness. Employee expressly agrees that the terms of this Paragraph 13 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement by either party. Employee acknowledges and agrees that a breach of the restrictions contained in this Paragraph 13 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.

**14. OUTSIDE ACTIVITIES.**

**A. Prohibited Outside Activity.** During Employee's employment, Employee shall not engage in any activity, whether as an employee, contractor, volunteer or in any other capacity for any person or entity other than Project Veritas that will or is likely to (i) hinder, interfere with, or prevent Employee from devoting Employee's full time and attention and best efforts to Employee's work for Project Veritas; (ii) hinder, interfere with, or prevent Employee from fully and properly performing Employee's job responsibilities as assigned to Employee from time to time by Project Veritas; or (iii) give rise to an actual conflict of interest or the appearance of a conflict of interest with Project Veritas and/or its mission or work (any such activity, "Prohibited Outside Activity").

**B. Subsequent Events.** If at any time Employee becomes aware of any facts or circumstances that could cause any activity in which Employee is engaged to become Prohibited Outside Activity (*i.e.*, without limitation, that such activity may interfere with Employee's ability to perform Employee's obligations under this Agreement, or that a conflict or the appearance of a conflict of interest arises or may arise), then Employee will immediately inform Project Veritas of such facts and circumstances, and shall cease performing such activity until Employee has discussed the facts and circumstances with Project Veritas and, if applicable, has obtained (in Project Veritas's sole discretion) a waiver of this policy from Project Veritas.

**C. Request for Waiver by Employee.** Project Veritas will consider requests for waivers of the restrictions contained in this Paragraph 14 in specific instances if a request is made in writing to Project Veritas prior to Employee's engaging in prohibited outside activity; Project Veritas may grant or deny such waivers in its sole discretion.

**D. Prohibition on Use of Project Veritas Time or Assets for Outside Activity.** Employee is prohibited from using any Project Veritas resources, including, but not limited to, Employee's working time for Project Veritas, titles, materials, equipment, internet access, emails, cell phones, computers, tablets, printers, office space, intellectual property or any other Project Veritas asset in the performance, consideration or coordination of any outside activity, whether or not such outside activity constitutes Prohibited Outside Activity.

**E. No Disclosure of Third-Party Confidential Information to PV.** Employee will not provide to Project Veritas or any of its affiliates, officers, employees, or independent contractors any confidential information received by Employee as a result of any outside activity where doing so would violate any confidentiality agreement or any other duty of

Employee to such organization or individual. Under no circumstances shall Employee provide to Project Veritas any information received by Employee from, or concerning, any outside activity relating to any candidate for political office, any political party, or any other organization that advocates for the election of candidates to political office.

**F. Enforcement.** Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 14 by Employee will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.

**15. NON-SOLICITATION OF PROJECT VERITAS EMPLOYEES OR CONTRACTORS.** Employee warrants and agrees that, during Employee's employment and for a period of twelve (12) months after the termination of Employee's employment with Project Veritas, Employee will not, directly or indirectly, individually or in any other capacity, including, but not limited to as a consultant to, or an employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity, (i) solicit or endeavor to entice any Project Veritas employee or contractor, or other person or entity that was a Project Veritas employee or contractor within the twelve (12) months immediately prior to the termination of Employee's employment with Project Veritas, to cease working for or providing services to Project Veritas, or (ii) offer employment or any consulting or other form of arrangement to, or materially interfere with the business relationship of Project Veritas with, any person or entity who at the time of the termination of Employee's employment with Project Veritas or within the twelve (12) months immediately prior to the termination of Employee's employment with Project Veritas was employed by, associated with, or a consultant, contractor, customer, partner or client of, or a supplier to Project Veritas, or had a material business relationship with Project Veritas. Employee expressly agrees that the terms of this Paragraph 15 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement. Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 15 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.

**16. NON-SOLICITATION OF PROJECT VERITAS DONORS.** Employee warrants and agrees that during and after Employee's employment, Employee shall not contact, solicit or otherwise communicate with any person or entity that is a donor or prospective donor to Project Veritas whom Employee learns of or with whom Employee otherwise comes into contact as a result of Employee's employment by, or work for Project Veritas. Employee expressly agrees that the terms of this Paragraph 16 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement. Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 16 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.



**17. NON-DISPARAGEMENT.** Employee warrants and agrees that during and after Employee's employment, Employee shall not, directly or indirectly, make any disparaging statements or other negative remarks, written or oral, about Project Veritas, or any of its directors, officers, employees, contractors, donors, agents, attorneys or representatives, Employee's employment by Project Veritas, the subject matter of this Agreement, any Work(s) or News Stories, or the services rendered by Employee or others in connection with any Work(s) or News Stories. Employee expressly agrees that the terms of this Paragraph 17 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement. Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 17 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas. This Paragraph 17 shall not prohibit Employee from testifying as a witness in any court proceeding or governmental investigation.

**18. PUBLICITY RESTRICTIONS.** Employee warrants and agrees that during and after Employee's employment, Employee shall not, individually, or by means of press agents or publicity or advertising agencies or others, employed or paid by Employee or otherwise, circulate, publish or otherwise disseminate any photographs, video, news stories or articles, books or other publicity relating, directly or indirectly, to Project Veritas, or any of its directors, officers, employees, contractors, donors, agents, attorneys or representatives, Employee's employment by Project Veritas, the subject matter of this Agreement, any Work(s) or News Stories, or the services rendered by Employee or others in connection with any Work(s) or News Stories, unless the same are first approved in writing by Project Veritas. Employee expressly agrees that the terms of this Paragraph 18 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement. Employee specifically acknowledges and agrees that a breach of the restrictions contained in this Paragraph 18 by Employee either during or after employment will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.

**19. NO RIGHT TO BIND PROJECT VERITAS.** Employee acknowledges and agrees that, unless authorized in advance, in writing, by Project Veritas, Employee has no right or authority to bind Project Veritas, and that Employee will not purport to enter into any agreements for Project Veritas or on Project Veritas's behalf.

**20. EMPLOYEE WARRANTIES.** Employee hereby acknowledges, agrees and warrants that Employee shall devote Employee's full time and attention, best efforts and best talents and ability to Project Veritas as specified herein, and observe and be governed by the rules of conduct established by Project Veritas. Employee hereby warrants that Employee is not under any obligation or restriction, created by law or otherwise, which would in any manner or to any extent prevent or restrict Employee from entering into and fully performing Employee's obligations under this Agreement. Employee warrants that Employee has not entered into any agreement or commitment that would prevent or limit Employee's right or ability to fulfill Employee's commitments hereunder and that Employee will not enter into any such agreement

or commitment without Project Veritas's prior written approval. Without limiting the foregoing, Employee specifically warrants that it will not share non-public information concerning any person, organization or entity in violation of any legal or contractual obligation of Employee.

**21. WARRANTIES RELATED TO CREATED MATERIAL.** Employee hereby warrants and agrees that all material, works, writing, ideas, or dialogue written, composed, prepared, submitted, contributed or interpolated by Employee in connection with the News Stories or their preparation or production, shall be wholly original with Employee or in the public domain throughout the world, and shall not be copied in whole or in part from any other work, except that submitted to Employee by Project Veritas as a basis for such material. Employee further warrants that neither the material nor any part thereof will violate the rights of privacy or constitute a libel or slander against any person, firm, or corporation, and that the material will not infringe upon the copyright, trademark, literary, dramatic or photoplay rights of any person or right of privacy of any person or company.

**22. NON-DISCLOSURE OF INFORMATION REGARDING POLITICAL CAMPAIGNS AND CANDIDATE ADVOCACY GROUPS.** Unless directed by Project Veritas in the course of Employee's employment, Employee agrees and warrants that Employee will not share with Project Veritas or any of its officers, directors, employees, contractors, agents or affiliates, or use in Employee's employment by or work for Project Veritas, any non-public information obtained by Employee from any source regarding any political campaign or any individual, entity or organization involved in advocating for political candidates.

**23. APPLICATION TO CERTAIN OTHER ENTITIES.** Employee acknowledges and agrees that Project Veritas at times provides services to certain other entities, including, but not limited to, Project Veritas Action Fund, with respect to, among other things, undercover investigations and reporting, and audio and video editing and production. Employee acknowledges and agrees that Employee's acknowledgements, agreements, warranties and obligations set forth in Sections 11-22, 24 and 26-32 of this Agreement also apply to any such other entities.

**24. ADDITIONAL DOCUMENTS.** Employee agrees to execute and deliver to Project Veritas such further documents as Project Veritas may require in order to effectuate the purposes and intents of this Agreement, including without limitation, perfecting the chain of title of the Work(s), the transfer of rights to Project Veritas and the creation and perfection of any security interests. Employee irrevocably grants Project Veritas a limited power coupled with an interest to execute such instruments in Employee's name and as Employee's attorney-in-fact. Project Veritas shall provide Employee with copies of any documents executed by Project Veritas on behalf of Employee.

**25. TERMINATION.** Employee's employment with Project Veritas is at-will. Either Project Veritas or Employee may terminate this agreement for any reason whatsoever or for no reason, at any time, upon providing the other party with written notice.

**26. RETURN OF ORGANIZATION PROPERTY.** Employee warrants and agrees that upon termination of Employee's employment, Employee shall return any and all Project Veritas property of any kind, including, but not limited to, any computers and other electronic devices,

recording and communication devices, documents, software or applications, and any work product in the same condition in which it was received by Employee, reasonable wear and tear excepted. Without limiting the foregoing, Employee agrees and warrants that upon termination of Employee's employment by either Employee or Project Veritas, employee will immediately turn over and/or return any written, video or audio work product relating to any actual or potential investigations, Work(s) or News Stories, whether completed or in process. Without limiting the foregoing, Employee warrants and agrees that Employee shall fully comply with any and all document retention or similar policies then in effect, including with regard to the return of all Project Veritas-related materials pursuant to that policy. Employee expressly agrees that the terms of this Paragraph 26 shall survive after the conclusion of Employee's employment with Project Veritas and/or the expiration or termination of this Agreement and that a breach of the obligations contained in this Paragraph 26 by Employee will cause irreparable harm to Project Veritas, and that Project Veritas shall be entitled to injunctive relief, without the requirement to post a bond, to enforce its provisions in addition to damages and any other remedies available to Project Veritas.

**27. CHOICE OF LAW; VENUE.** All disputes, controversies, or claims arising under or relating to this Agreement or any alleged breach hereof shall be governed by the laws of the State of New York without regard to its choice of law principles. Subject to Paragraph [30] below, Employee hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts located in Westchester or New York County, New York, for the enforcement of and resolution of any disputes under this Agreement, and to stay, confirm, modify or vacate any arbitration award.

**28. REMEDIES.** All remedies accorded herein or otherwise available to either Project Veritas or Employee shall be cumulative, and no one such remedy shall be exclusive of any other. Without waiving any rights or remedies under this Agreement or otherwise, the Parties may recover any damages arising out of any breach of this Agreement and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches. The pursuit by either Project Veritas or Employee of any remedy under this Agreement or otherwise shall not be deemed to waive any other or different remedy which may be available under this Agreement or otherwise, either at law or in equity. Notwithstanding the foregoing, Employee expressly agrees that due to the nature of the obligations to Employee by Project Veritas under this Agreement, no breach by Project Veritas will cause Employee irreparable harm or otherwise entitle Employee to injunctive or other equitable relief. Employee agrees that the rights and remedies available to Employee in the event of a breach of this Agreement by Project Veritas shall be strictly limited to the right, if any, to recover damages in an action at law, and Employee shall not be entitled by reason of any such breach to terminate or rescind this Agreement, to avoid the restrictions on Employee's conduct contained herein, to restrain Project Veritas's exercise of any of Project Veritas's rights hereunder, to enjoin Project Veritas's use of the results and proceeds of Employee's services hereunder, or to restrain the use, exhibition or exploitation of any Work(s) or News Stories. Employee further acknowledges and agrees that the amount of damages to Project Veritas in the event of a breach by Employee of any of Paragraphs 11-22, 24, 26 or 27 of this Agreement would be difficult to calculate and that \$10,000 is a reasonable measure of the actual damages that are probable in the event of a breach of one of those paragraphs by Employee. Employee therefore agrees that in the event of a breach of any one of Paragraphs 11-22, 24, 26 or 27 of this Agreement, Project Veritas shall be entitled

to an award of liquidated damages in the amount of \$10,000 for each such breach unless actual damages in an amount in excess of \$10,000 can be proven by Project Veritas. To the extent permitted by applicable law, in the event that an action is brought to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to an award of costs, including reasonable attorneys' fees.

**29. DISPUTE RESOLUTION.** Except as otherwise provided, all disputes, controversies, or claims arising out of or relating to this Agreement or any alleged breach hereof shall be submitted to mandatory and binding arbitration before, and in accordance with the then-applicable rules of the American Arbitration Association ("AAA") in either Westchester or New York County, New York. Employee recognizes that by signing this Agreement, Employee is giving up any rights Employee may have had to a trial by jury. To the extent permitted by applicable law, the parties hereto agree to share equally the costs of the selected arbitrator(s) and any AAA costs. Employee recognizes that the actual or threatened breach of Employee's restrictions and obligations contained in Paragraphs 11-22, 24, 26 or 27 of this Agreement will result in irreparable harm to Project Veritas and that, notwithstanding anything herein to the contrary, Project Veritas may seek a preliminary and/or final injunction, either in court or from the AAA to enforce those restrictions and obligations or to restrain any actual or threatened breach of those restrictions and obligations, in addition to any and all additional remedies available at law. Should Project Veritas obtain a preliminary or final injunction in any court or from the AAA, then, to the extent permitted by applicable law, Employee shall then immediately become liable to pay the attorneys' fees and costs incurred by Project Veritas to obtain the injunction.

To the fullest extent permitted by law, Employee acknowledges and agrees that no class or collective actions can be asserted in arbitration, court or otherwise (class action waiver) for any matters relating to my employment relationship with Project Veritas. This class action waiver precludes any party from participating in or being represented in any class or representative action regarding a claim relating to my employment relationship with Project Veritas. However, if under applicable law a representative claim under state law is deemed un-waivable and such an action is pursued in court, Employee agrees that any such representative claim will be severed and stayed pending resolution of claims that are arbitrable

**30. WAIVER.** The waiver by either party or any breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver must be in writing to be effective.

**31. ASSIGNMENT.** Employee may not assign Employee's rights or obligations pursuant to this Agreement, except with the prior written authorization of Project Veritas. This Agreement shall inure to the benefit of Project Veritas and its administrators, successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies, and Employee agrees that Project Veritas may freely assign any or all of its rights and obligations under this Agreement without the consent of Employee and that any assignee of Project Veritas may freely assign this Agreement and the rights and benefits hereunder, in whole or in part, to any person, firm or corporation.


**32. HEADINGS.** The paragraph headings and subheadings used in this Agreement are inserted only for the purpose of reference and shall not be deemed to govern, limit, modify, or in

any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof; nor shall such headings otherwise be given any legal effect.

**33. ILLEGALITY.** Nothing contained herein shall require the commission of any act or the payment of any compensation which is contrary to applicable law or regulation. If there shall exist any conflict between any provision contained herein and any applicable law or regulation, the latter shall prevail and the specific provision or provisions herein affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict, and as so modified, this Agreement shall continue in full force and effect.

**34. AUTHORITY.** Employee represents that Employee has the legal capacity to enter into this Agreement and is fully authorized to do so, and that Employee's entry into this Agreement is not restricted by, and will not result in violation of any obligation or agreement between Employee and any other person or entity, or any legal process or decree.

**35. NOTICES.** All notices pursuant to this Agreement shall be delivered in person, via nationally recognized overnight carrier, or via e-mail, addressed as follows:

If to Employee: **RC Maxwell - 1438 E. Polk Street, Phoenix, AZ** 

If to Project Veritas: Human Resources Director, Project Veritas 1214 West Boston Post Road No 148, Mamaroneck, NY 10543 and HRDirector@ProjectVeritas.com; a courtesy copy shall be sent to James O'Keefe, President at the same address and James@ProjectVeritas.com.

The notice address or e-mail address for a party may be changed by providing notice of such change to the other party in compliance with this Paragraph 36.

Notice shall be effective: (i) when delivered if delivered in person, (ii) if sent via e-mail, when sent if sent during regular business hours or on the next business day if sent outside regular business hours, (iii) if sent by nationally recognized overnight carrier, on the next business day after being deposited, postage prepaid, for next day delivery.

**36. CONSTRUCTION:** When construing this Agreement, it shall be deemed to have been fully negotiated between parties of equal bargaining power and it shall not be construed against any party as the drafter of the Agreement, or considered a contract of adhesion.

**37. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, agreements and understandings with respect thereto. Employee acknowledges that no representation or promise not expressly contained in this Agreement has been made by Project Veritas or any of Project Veritas's agents, employees or representatives.

**38. AMENDMENT:** This Agreement cannot be modified, supplemented or amended except by a written instrument executed by the parties hereto.

**39. SEVERABILITY:** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be modified, if permissible, or severed from the

remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**40. INTENT TO BE BOUND:** Employee acknowledges and agrees that Employee has had ample opportunity to consult with an attorney of Employee’s choice before affixing Employee’s signature below indicating Employee’s unequivocal intent to be bound by the terms of this Agreement.

If the above terms and conditions meet with your approval, and if you agree with the statements and factual representations made herein, then please acknowledge your acceptance hereof by signing in the space provided below. A copy of a signature is deemed to have the same legal effect as an original signature and this Agreement may be signed in counterparts which, when taken together, shall constitute the entire, executed agreement.

By signing in the spaces provided below, Employee and Project Veritas accept and agree to all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

EMPLOYEE

Signature:  R.C. Maxwell

Date:  11/13/21

Print Name:  R.C. Maxwell

PROJECT VERITAS

Signature  \_\_\_\_\_

Date: November 15, 2021

Name: John Sullivan

Title: General Counsel & CCO