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UNITED STATES DISTRICT COURT

for the  
Western District of Wisconsin  
Dane County, Wisconsin

25 CV 663 WMC

Case No.

(to be filled in by the Clerk's Office)

James H. Fetzer, Ph.D.

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint.  
If the names of all the plaintiffs cannot fit in the space above,  
please write "see attached" in the space and attach an additional  
page with the full list of names.)

Jury Trial: (check one) ☒ Yes ☐ No

Deep State Protocol, LLC

Defendant(s)

(Write the full name of each defendant who is being sued. If the  
names of all the defendants cannot fit in the space above, please  
write "see attached" in the space and attach an additional page  
with the full list of names.)

Request to Amend Complaint

Plaintiff James H. Fetzer, Ph.D., respectfully requests the following addition to his Complaint be added either to Section A as an additional Part 3 or a new Section C: Additional Considerations Regarding Jurisdiction in the Public Interest as follows:

Section C: Additional Considerations Regarding Jurisdiction in the Public Interest

Plaintiff James H. Fetzer, Ph.D., respectfully submits that the jurisdictional and venue provisions contained within the Terms of Service of BitChute / Deep State Protocol LLC (hereinafter "DSP") are not controlling in this matter and should not preclude federal jurisdiction in the Western District of Wisconsin.

The Terms of Service assert that all disputes arising out of or relating to the agreement shall be governed by the internal laws of the State of Wyoming, without reference to its choice of law rules, and resolved through arbitration administered by the American Arbitration Association. Furthermore, the Terms specify that judgment on any arbitration award may be entered exclusively in courts located in Kansas City, Missouri, and that users irrevocably consent to such jurisdiction and waive objections to inconvenience.

However, Plaintiff contends that DSP has materially breached its own Terms of Service, thereby rendering the arbitration clause unenforceable. In addition to the offenses outlined in Plaintiff's Statement of Claim, Plaintiff will demonstrate that DSP manipulated its search algorithms to redirect users searching for "Jim Fetzer" away from Plaintiff's own content and toward defamatory videos produced by Victor Hugo Vaca Jr. This deliberate interference constitutes a breach of the implied covenant of good faith and fair dealing and undermines the integrity of the contractual relationship.

Moreover, arbitration proceedings are inherently private and shielded from public scrutiny. In this case, compelling arbitration would deprive the public of access to critical information regarding the abuse of platform authority and the suppression of lawful expression. Such concealment runs counter to the public interest and the principles of transparency and accountability that federal courts are uniquely positioned to uphold.

Additionally, a general point, there are numerous individuals who have been damaged by the defendant who are not or have never been users of the platform. They likewise should not be constrained by the narrow terms of service.

Given the nature of the claims, the public impact of the alleged misconduct, and the Plaintiff's residence in Wisconsin where DSP broadcasts and operates, the Western District of Wisconsin is the appropriate forum for adjudication. Enforcing the Wyoming arbitration clause would be unjust, contrary to public policy, and would serve to insulate DSP from accountability for conduct that has national implications.

Accordingly, Plaintiff respectfully requests that this Court assert jurisdiction and decline to enforce the arbitration and venue provisions of DSP's Terms of Service.

Signed

19 August 2025

With appreciation,



James H. Fetzer, Ph.D.