

2025 AUG 19 P 12:02

## UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

Dane County, Wisconsin

CLERK OF COURT  
U.S. DISTRICT COURT  
WD OF WI

Case No.

**25 CV 674 WMC**

(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 ☐ NoDeep 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 Rumble Inc. ("Rumble") are not controlling in this matter and should not preclude federal jurisdiction in the United States District Court for the Western District of Wisconsin.

Rumble's Terms of Service purport to require that all disputes arising out of or relating to the platform be resolved exclusively through binding arbitration, with venue designated in the State of Texas. Users are required to waive their right to pursue claims in court or participate in class actions, and arbitration is to be conducted on an individual basis. While limited exceptions may exist—such as for claims seeking injunctive relief or those arising under the Computer Fraud and

Abuse Act—Rumble’s default position is to foreclose judicial review and centralize dispute resolution in Texas.

Plaintiff challenges the enforceability of these provisions on multiple grounds. First, Plaintiff contends that Rumble has materially breached its own Terms of Service, thereby nullifying the arbitration clause and venue selection. Specifically, in addition to other offenses outlined in my Statement of Claim, Plaintiff will demonstrate that Rumble deliberately manipulated its search algorithms to divert users searching for “Jim Fetzer” away from Plaintiff’s original content and toward defamatory material produced by Victor Hugo Vaca Jr. This calculated interference constitutes a breach of the implied covenant of good faith and fair dealing and undermines the integrity of the contractual relationship.

Second, the assertion that Texas has exclusive jurisdiction is not dispositive under federal law. Forum selection clauses, including those specifying arbitration in a particular state, are subject to scrutiny under principles of equity, public policy, and reasonableness. Courts have consistently held that such clauses may be set aside where enforcement would be unjust, oppressive, or contrary to the public interest. In this case, enforcing a Texas venue would impose undue hardship on the Plaintiff, who resides in Wisconsin, and would effectively insulate Rumble from accountability in the jurisdiction where the alleged harm occurred and where Rumble actively broadcasts and operates.

Third, arbitration proceedings are inherently private and shielded from public oversight. Compelling arbitration in Texas would obstruct public access to vital information concerning the abuse of platform authority and the suppression of constitutionally protected expression. Such concealment is incompatible with the principles of transparency and accountability that federal courts are uniquely equipped to uphold.

Moreover, under the Federal Arbitration Act and relevant case law, courts retain the authority to determine the enforceability of arbitration clauses, particularly where there is a credible allegation of breach or unconscionability. The Texas Civil Practice and Remedies Code affirms that arbitration agreements may be revoked on grounds that exist at law or in equity for the revocation of a contract. Plaintiff asserts that such grounds are present here.

Given the nature of the claims, the broad public implications of the alleged misconduct, and the Plaintiff’s residence in Wisconsin, the Western District of Wisconsin is the appropriate and equitable forum for adjudication. Enforcing the Texas arbitration clause would be inequitable, contrary to public policy, and would serve only to shield Rumble from scrutiny for conduct with national reach and consequence.

Accordingly, Plaintiff respectfully requests that this Court assert jurisdiction and decline to enforce the arbitration and venue provisions contained in Rumble’s Terms of Service.

Signed 19 April 2025



James H. Fetzer, Ph.D.