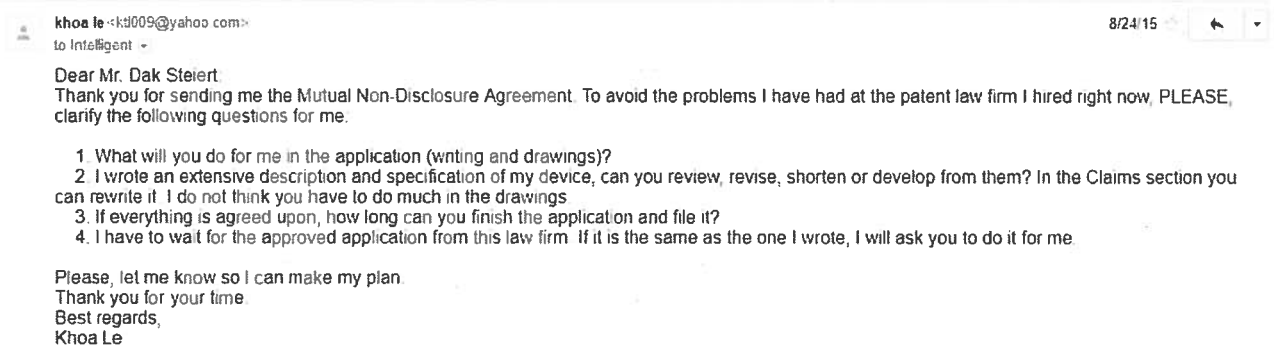
To the Honorable Representation of the Colorado Supreme Court in the Proceeding of 17UPL10, case 2017SA214,

All cases ever involved with my business have been filed by registered patent attorneys. I have never filed any cases on behalf of any client, and have continuously retained on contract attorneys to make sure that that is the case. The company structure is much the same as Invent Help, who has been in business for decades to my knowledge and even runs advertisements daily on national television – yet they are not being accused of practicing law without a license. My business never has been involved in any matter that would appear before any state court or involve any matters before any state Bar. The USPTO has a separate national Bar and I have been advised by multiple attorneys that I have worked with that as long as my business is not involved in any matters of state law or before any state court, and that individuals licensed before the USPTO Bar file all cases for clients, that there is no issue with compliance. I have entrusted the attorneys licensed before the USPTO Bar to ensure compliance throughout the history of my business, I have not done anything before the USPTO or any other legal institution that was not advised to me by those attorneys as legal. This matter would inherently have to question the advisement of those individuals, whom I entrusted as licensed attorneys.

Mr. Khoa T. Le's case can be seen from his communications:



khoa le <ktl009@yahoo.com> 8/24/15

to Intelligent

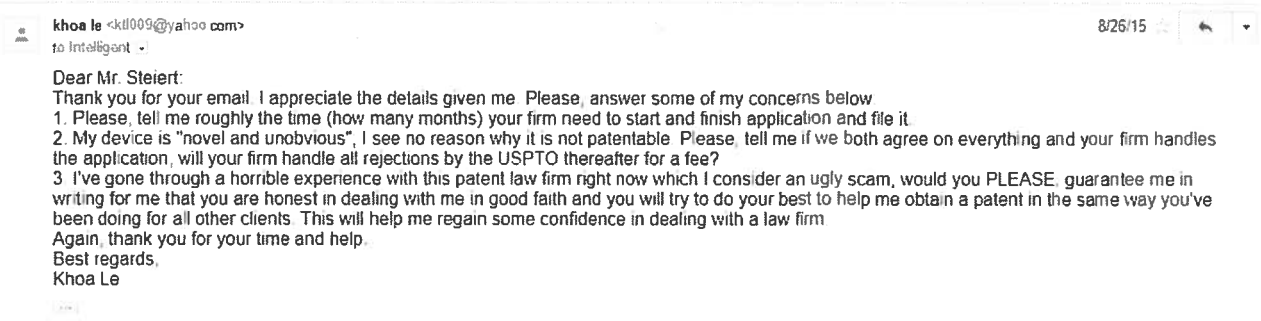
Dear Mr. Dak Steiert:
Thank you for sending me the Mutual Non-Disclosure Agreement. To avoid the problems I have had at the patent law firm I hired right now, PLEASE, clarify the following questions for me.

1. What will you do for me in the application (writing and drawings)?
2. I wrote an extensive description and specification of my device, can you review, revise, shorten or develop from them? In the Claims section you can rewrite it. I do not think you have to do much in the drawings.
3. If everything is agreed upon, how long can you finish the application and file it?
4. I have to wait for the approved application from this law firm. If it is the same as the one I wrote, I will ask you to do it for me.

Please, let me know so I can make my plan.
Thank you for your time.
Best regards,
Khoa Le

As you can see, Mr. Le came to me stating that his previous patent firm had taken his patent application as he wrote it and was expecting that they had done no work and would give it back to him in the same form as he supplied it to him. This is what he is alleging that I have done – as you can see he simply recycled the story that he had about his previous firm and accused me of it. That was not his experience with our business.

You can see that he accused his previous law firm of a horrible scam, setting up a pattern:



khoa le <ktl009@yahoo.com> 8/26/15

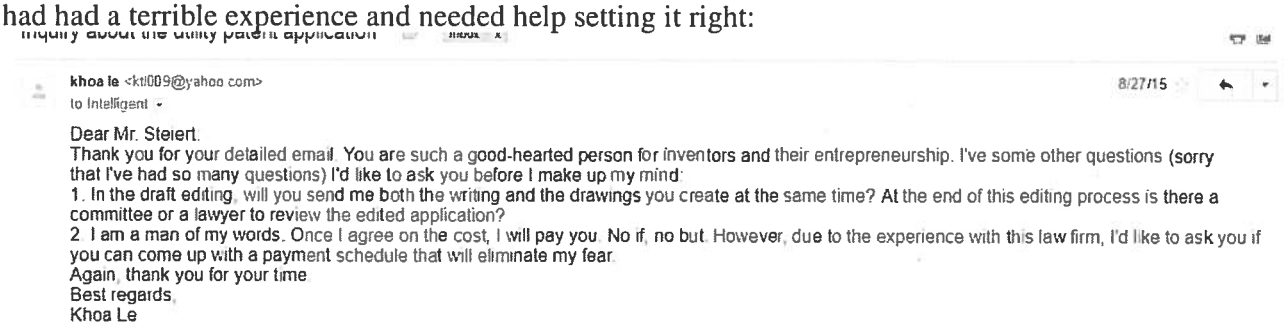
to Intelligent

Dear Mr. Steiert:
Thank you for your email. I appreciate the details given me. Please, answer some of my concerns below.
1. Please, tell me roughly the time (how many months) your firm need to start and finish application and file it.
2. My device is "novel and unobvious", I see no reason why it is not patentable. Please, tell me if we both agree on everything and your firm handles the application, will your firm handle all rejections by the USPTO thereafter for a fee?
3. I've gone through a horrible experience with this patent law firm right now which I consider an ugly scam, would you PLEASE, guarantee me in writing for me that you are honest in dealing with me in good faith and you will try to do your best to help me obtain a patent in the same way you've been doing for all other clients. This will help me regain some confidence in dealing with a law firm.
Again, thank you for your time and help.
Best regards,
Khoa Le

At the time I believed him and wished to help him set his case straight. After interacting with him I found that he is, as self-described inventors are occasionally, somewhat mentally unstable. At one point on the phone with me he said "I'm a rebel, I've harmed a lot of people in my life. I've lived a crazy life. Next time you're in Denver, I'll buy you a beer, thank you for what you've done for me." I have obviously tried

to avoid working with mentally unstable customers and have denied working with many inventors who call with perpetual motion inventions and many other things. I was once asked to come to an inventor's house to see the engine he invented that 'Did not flow any fluid in or out, and in a sealed box in his garage was producing power right now with no energy input'. However, some of these individuals such as Mr. Le make a convincing appearance of stability at first only to turn out to be mentally unstable later. In order to represent testimony before a court I believe Mr. Le should be given a psychological evaluation to determine if he is capable of understanding the consequences of his actions and maintaining a consistent story.

You can see some of this in the way he communicates, however I thought he was a sincere individual who had had a terrible experience and needed help setting it right:



Inquiry about the utility patent application

khoa le <ktl009@yahoo.com> 8/27/15

to Intelligent

Dear Mr. Steiert,
Thank you for your detailed email. You are such a good-hearted person for inventors and their entrepreneurship. I've some other questions (sorry that I've had so many questions) I'd like to ask you before I make up my mind:
1. In the draft editing, will you send me both the writing and the drawings you create at the same time? At the end of this editing process is there a committee or a lawyer to review the edited application?
2. I am a man of my words. Once I agree on the cost, I will pay you. No if, no but. However, due to the experience with this law firm, I'd like to ask you if you can come up with a payment schedule that will eliminate my fear.
Again, thank you for your time.
Best regards,
Khoa Le

At this point I informed him that our attorney would handle the case, as he requested, and it is obvious from his message that he did not think that I was his attorney – or he would not have asked that. This alone proves that I was not acting as an attorney.

The contract with Mr. Le, as with every one of our clients we have ever worked with and as is standard at almost all if not all patent firms doing work on flat-rate contracts rather than retainer, ended with the filing of the patent. This was explained to Mr. Le up front, and again in the contract, and at any time that he asked:

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 8/28/15

to khoa

Hi Khoa,

It's the cost up until filing. As we discussed on the phone, if the USPTO rejects the claims 2 years down the line, that is a separate process that we would be doing you a disservice to charge you for now. No sense in charging you for something you may not need 2 years from now.

Dak

I did not see it at the time, but this was a preliminary threat from Mr. Le:

khoa le <ktl009@yahoo.com> 8/31/15

to Intelligent

Dear Mr. Steiert,
You will have zero risk unless you put me in a situation like I have right now. Please, tell me what your proposal is that could alleviate my fear of being trapped again.
Thank you.

My business operated in good faith at all times, so I had no concern with the statement, though it didn't seem like a normal statement from a normal individual. Nonetheless, Mr. Le had told me a horrible story about his previous experience with his previous firm and I believed him and wanted to help. Clearly he has recycled that story and alleged the same story against my business.

Mr. Le forwarded patent search results from a Mr. Louis Bradford of IP Global Partners, P.C. According to the forwarded email, the email address was lbradford@patentlawyerusa.com.
Presumably Mr. Bradford could testify as to the mental state of Mr. Le and his experience with him:

Fw: LE_KHOA - ATTORNEY-CLIENT COMMUNICATION - PRIVILEDGED AND CONFIDENTIAL Inbox x

khoa le <ktl009@yahoo com> 9/1/15
to Intelligent Jeannette

On Thursday, April 16, 2015 1.02 PM, Louis Bradford <lbradford@patentlawyerusa.com> wrote:

Thank you,

Louis Bradford

IP Global Partners, P.C. | Louis Bradford, Patent Search & Compliance Director
1518 Walnut Street |15th Floor Suite 1506 | Philadelphia , PA 19102
Firm is Reg. to Practice Patent & Trademark Law Before the USPTO*
*Licensed to Represent Clients Across the U.S. & Internationally
O: 1-800-799-3706 | Local: 215-732-1010 | F: 267-543-5413
www.PatentLawyerUSA.com | Professional Law Corporation

DISCLAIMER:
Due to the federal nature of Patent and Trademark Law, we are licensed to represent clients across the U.S. and internationally. This e-mail message is intended only for the personal use of the recipient(s) named above. This message may be an attorney-client communication and as such privileged and confidential. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

As you can see, Mr. Le made the same claims against Mr. Bradford as he is making against me. I did not recall that he forwarded this to me, but here is his e-mail to Mr. Bradford demanding repayment of fees that Mr. Bradford would have apparently paid to the USPTO and which would thus not be reasonable to refund:

Fw: The 4Nos urinal application Inbox x

khoa le <ktl009@yahoo com> 9/3/15
to Intelligent Jeannette

On Thursday, September 3, 2015 9 24 AM, khoa le <ktl009@yahoo.com> wrote:

Dear Mr Louis Bradford

As far as I'm concerned the application is done No further work is needed I already paid off your firm as agreed upon in the amount of $3,375 00 and the $435.00 filing fee as evidenced from my bank statements on 3/30/2015 and 4/27/2015 Please, return my filing fee of $435 00

...

Khoa Le

This establishes a clear pattern of behavior with Mr. Le.

Mr. Le sent this e-mail describing the experience he alleged with this 'previous firm':

The 4Nos urinal Inbox x

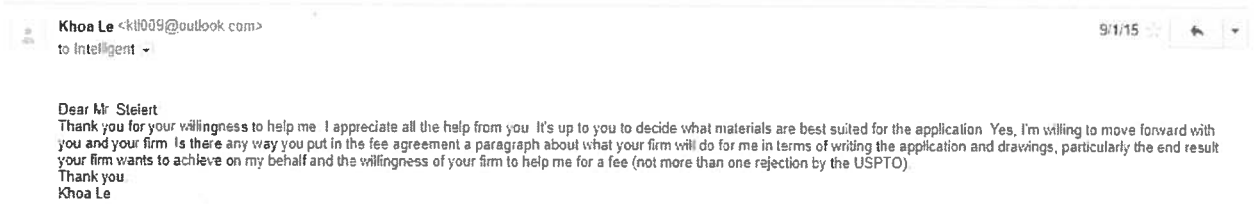
Khoa Le <ktl009@outlook com> 9/1/15
to Intelligent

Dear Mr Stefert

Thank you very much for your email yesterday. First I'd like to briefly tell you about the conversation I had with that firm this morning In general I was told that every time I sent back an edited draft, that edited draft was reviewed by an attorney that it is my idea I had to write it and that I was urged to let the firm file the application written mostly by me because the firm will not file it if it does not feel comfortable My response is (1) I had all the dimensions on all the components in the Specification and the shape of a component (a circular housing) in the Claims section for 2 1/5 months and nobody has ever told me to remove them until I did it myself and particularly the edited drafts I sent became the new drafts sent back to me hardly adding or changing anything, (2) I agreed because it is my idea but I paid the firm to write the application not to make me write it without guiding me at least in the legal language needed and (3) I totally disagreed because I'm no professional and I will not let that firm file it Just like in a few emails I sent to the supervisor of the application process I am always in a conciliatory manner I told this gentleman that I do not want to harm anyone what was done is in the past let us forget it and move forward! I want everybody to be happy Finally He told me to write down what I want and send them to a designated attorney (?) At least he tried to make me happy and I thanked him for that I sent the last few emails to the supervisor with the same request that the application be reviewed and done properly but to no avail Now I have to go through a new process and I have no idea how long this process will take and where my application would end up I hired that firm in the latter part of March this year and now it is September This is not a good prospect for me I will send that firm an email to inform them of my decision to suspend all working relationships with them

Which sounds identical to what he has accused my business of doing.

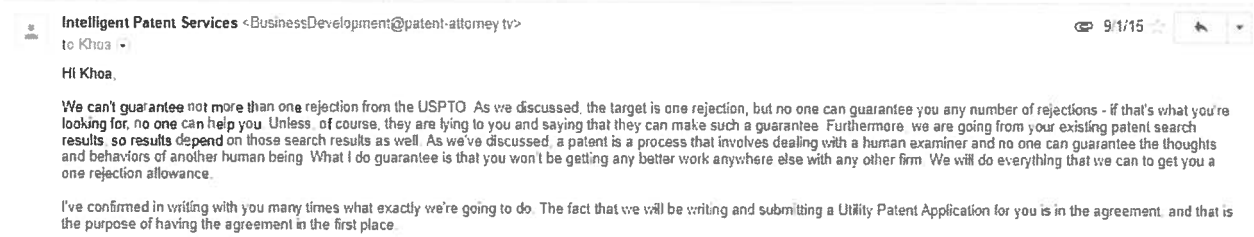
Mr. Le made an unreasonable request for guarantees as to results.



Khoa Le <ktl009@outlook.com> 9/1/15
to Intelligent

Dear Mr. Steiert
Thank you for your willingness to help me. I appreciate all the help from you. It's up to you to decide what materials are best suited for the application. Yes, I'm willing to move forward with you and your firm. Is there any way you put in the fee agreement a paragraph about what your firm will do for me in terms of writing the application and drawings, particularly the end result your firm wants to achieve on my behalf and the willingness of your firm to help me for a fee (not more than one rejection by the USPTO).
Thank you.
Khoa Le

I informed him that was not possible, and that if those were the conditions he wanted he was welcome to go work with someone else. I reinforced that the agreement was to write and file the application and did not include any subsequent responses:



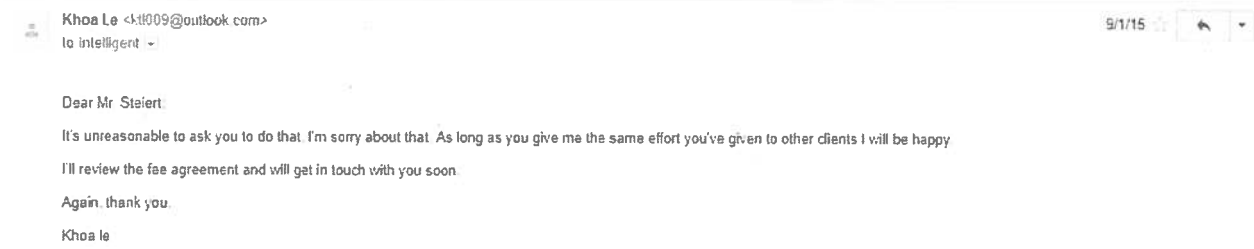
Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 9/1/15
to Khoa

Hi Khoa,

We can't guarantee not more than one rejection from the USPTO. As we discussed, the target is one rejection, but no one can guarantee you any number of rejections - if that's what you're looking for, no one can help you. Unless, of course, they are lying to you and saying that they can make such a guarantee. Furthermore, we are going from your existing patent search results, so results depend on those search results as well. As we've discussed, a patent is a process that involves dealing with a human examiner and no one can guarantee the thoughts and behaviors of another human being. What I do guarantee is that you won't be getting any better work anywhere else with any other firm. We will do everything that we can to get you a one rejection allowance.

I've confirmed in writing with you many times what exactly we're going to do. The fact that we will be writing and submitting a Utility Patent Application for you is in the agreement, and that is the purpose of having the agreement in the first place.

Mr. Le admitted that his requests were unreasonable, establishing a pattern there as well – in addition to demanding from his previous firm that they refund filing fees paid to the USPTO:



Khoa Le <ktl009@outlook.com> 9/1/15
to Intelligent

Dear Mr. Steiert,

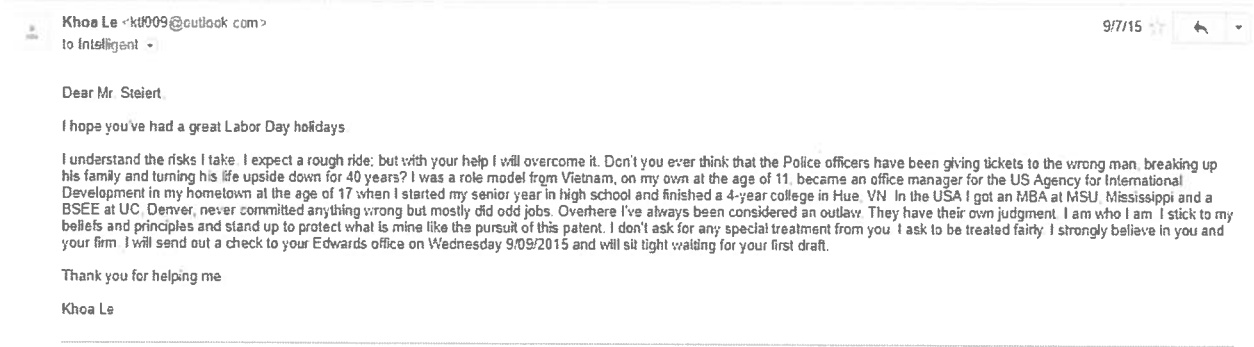
It's unreasonable to ask you to do that. I'm sorry about that. As long as you give me the same effort you've given to other clients I will be happy.

I'll review the fee agreement and will get in touch with you soon.

Again, thank you.

Khoa le

Mr. Le sent me this bizarre email, describing himself as an 'Outlaw' and implying that he had done things which were either inappropriate, immoral, illegal, or all of the above. Which was a predecessor to him later telling me on the phone that he was a rebel and had hurt many people, then offering me a beer:



Khoa Le <ktl009@outlook.com> 9/7/15
to Intelligent

Dear Mr. Steiert,

I hope you've had a great Labor Day holidays.

I understand the risks I take. I expect a rough ride; but with your help I will overcome it. Don't you ever think that the Police officers have been giving tickets to the wrong man, breaking up his family and turning his life upside down for 40 years? I was a role model from Vietnam, on my own at the age of 11, became an office manager for the US Agency for International Development in my hometown at the age of 17 when I started my senior year in high school and finished a 4-year college in Hue, VN. In the USA I got an MBA at MSU, Mississippi and a BSEE at UC, Denver, never committed anything wrong but mostly did odd jobs. Overhere I've always been considered an outlaw. They have their own judgment. I am who I am. I stick to my beliefs and principles and stand up to protect what is mine like the pursuit of this patent. I don't ask for any special treatment from you. I ask to be treated fairly. I strongly believe in you and your firm. I will send out a check to your Edwards office on Wednesday 9/09/2015 and will sit tight waiting for your first draft.

Thank you for helping me.

Khoa Le

Clearly this is an individual willing to say anything no matter the costs to others in order to get what he believes he is entitled to. As his communications related to the other firm show, what he believes he is entitled to may not have any bearing to reality or contracts. And you can see that we confirmed multiple times with him that the contract governed drafting and filing the patent by James Keys III only, and no further subsequent actions.

I requested that contracted attorney James Keys III draft the patent application:

Intelligent Patent Services <businessdevelopment@ipsearchagent com> 9/17/15
to James

Here's a second e-mail with materials for the new patent

4 Attachments

Patent cover lette... | LE_KHOA - Opini... | LE_KHOA - Searc... | Pdf_The 4Nos Urinal.zip 1.1 MB

James Keys, III <jkeys@keyslawfirm.com> 9/18/15
to Intelligent

2 emails received 8 attachments in total.

Thanks.

James Keys, III
Registered Patent Attorney

The Keys Law Firm, PLLC
3350 SW 148th Avenue, STE 110
Miramar, Florida 33027
954.519.2041 (Office)
954.519.2042 (Fax)

The following is the specification he supplied to us, which he alleges we simply took and used:

PORTABLE URINAL APPARATUS

CROSS-REFERENCE TO RELATED APPLICATIONS

[001] This application claims priority to U.S. Provisional Patent Application No. 62/176,974, filed in the United States Patent and Trademark Office on March 02, 2015, and U.S. Provisional Patent Application No. 62/125,882, filed in the United States Patent and Trademark Office on February 02, 2015. The specification of the above referenced patent application is incorporated herein by reference in its entirety.

BACKGROUND

[002] Many rural and remote regions in Asia, Africa and South America still lack proper public restroom facilities which cause quite a bit of discomfort to a lot of tourists. However, many people in developing and industrialized nations also find the same degree of discomfort, not because of inadequate public restrooms, but because they cannot find any of such rest rooms at the moment when they need it the most. In an example, this occurs during several special events like New Year Eve celebrations in several state

capitals in the U.S.A. People around the country arrive in New York for Christmas holidays and they tend to flock to Time Square for New Year Eve special celebration. They normally come early in the morning to get a good position. Since there are no public restrooms at Time Square, people tend to develop a strategy in advance not to drink any water and try to hold without urinating all day long until the New Year Eve special event is over. The holding period is, for example, over 12 hours.

[003] On the one hand no water intake for your body in a long period of time is not a good strategy because it is a health risk. It can cause dehydration which might lead to severe complications for people with serious and chronic illnesses such as uncontrolled or untreated diabetes, kidney disease or heart failure.

[004] On the other holding in urine for a long period of time is not a good practice either. It is also a health risk. Urinating is emptying the bladder and at the same time flushing out bacteria. Holding in urine in the bladder does the opposite. It turns the bladder into a breeding ground for bacteria. Remember that a few bacteria can multiply into millions in a matter of hours. This can cause urinary tract infection which can occur anywhere in the urinary tract: the bladder, the urethra, the kidney or the ureters. Also it can stretch the bladder, enlarge it and eventually lead to loss of the bladder control also referred to as incontinence. Incontinence is a health problem which develops leakage of a few drops of urine rarely noticed at first. Gradually urine leaks unexpectedly more often. It can create embarrassment, low self-esteem, anxiety and depression and affects social and sex life and even career choices for more than 15 millions of men and particularly women in the U.S.A. today.

[005] Under such circumstances this portable urinal apparatus is invented. It offers an immediate relief to all users particularly women. The strategy not to drink any water or liquids and try to hold not to urinate as needed is no longer viable. It is hopefully a thing of the past. This portable urinal apparatus helps people from all walks of life and

especially women urinate in a hygienic way in a place with no public restroom in sight without bothering too much the people around because it is "no leak, no mess, no bad smelling and no need to hold", thus giving rise to its name "the 4Nos urinal".

DESCRIPTION OF PRIOR ART IN THIS FIELD

[006] There are several apparatuses for the collection and storage of urine used by female and male users. Some are for the collection of urine sample for medical testing. Others are for waste storage. In some of the following American and Chinese patents in this field are described with the hope to understand the essential elements of their apparatuses.

[007] U.S Patent No 6,908,441B1 titled "Urine Collection Device", 6/21/2005, Bernard Clifford discusses a urine collection device comprising a funnel member and a collection member. The funnel member has a bowl portion with a cavity and a stem portion with a bore in fluid communication with the cavity of the bowl portion. Urine enters the cavity of the bowl portion passing through the bore of the stem portion into the collection member. The device must be positioned between the legs to collect urine. There is no lid to cover the bowl portion.

[008] U.S Patent No 6,814,719 B2 titled "Female Urinary System", 11/09/2004, Denco, Inc. This apparatus comprises a hollow open top receiving body positioned below the female urethra, a downwardly discharge tube whose outer surface has spiral grooves to prevent kinking and stoppage of the urine flow and a collection bag inserted into a leg sleeve worn on the leg of the user. A vent hole extending from the top of the receiving body to the spiral grooves to assure proper venting. An elasticized panty with a slit is used to hold the receiving body. The hollow open top receiving body is formed to fit the area below the urethra. There is an absorbent pad placed under the receiving body through the slit. The panty includes a slit so that the receiving body could be located inside the panty with the discharge tube extending through the slit. Urine may flow from the urethra into the receiving body through the discharge tube and then into the collection bag.

Page 3 / 27 — +

The specification then describes several more pieces of prior art, and continues to do so:

[0015] From the descriptions above collecting and storing urine have been the prior art subject of many patents around the world particularly in the U.S.A and China. Such concepts or inventions were translated into commercial devices that did not offer much to solve all the basic requirements by the users in urination. To find a urinal that can solve such problems as scarcity of public restrooms, bad smelling, leakage, difficulty, awkwardness, discomfort, etc., seems like not easy. Moreover women deserve much better treatment with care and respect in this art. As a result there are several fundamental prior art issues that need to be addressed in the following.

[0016] There is no lid to close the open top of the funnel member in US Pat. No 6,908,441 B1, the urine receiving receptor in US Pat. No 7,435,242 B2, the funnel in US Pat. No 4,559,649A, the receiving funnel in CN Pat. No 102198027A, and the urine excreting guider in CN Pat. No 201930122 U. All these apparatuses require either immediate cleaning or throwaway in a trash can. Otherwise bad odor occurs. In US Pat. No 5,920,916A there is a snap-in lid to the urine collection funnel. But it is not air-tight. As a results light bad odor might slip out. It is one of the main objects of the present system that incorporates a few features to prevent bad odor, with the help of a soft silicon cushion attached firmly on top of the rim the funnel lid is in a fluid-/air-tight closure with the funnel body, the cap to close the circular housing, the elastic rubber seal and the seals in all the caps.

[0017] Women prefer a soft rim which fits their organ nicely because their vulva area is very sensitive. The systems in US Pat. No 6,908,441B1, US Pat. No 5,920,916A, US Pat. No 7,435,242B2, US Pat. No 4,559,649A, CN 102198027A and CN Pat. No 201930122 U do not have a soft cushion fit on top of the rims. One of the main objects of the present system is to provide the user particularly the female user with a soft silicon cushion attached firmly on the rim to help her have a soft and nice application against her genital.

Then the specification continues:

SUMMARY OF THE INVENTION

[0026] Therefore, the prior art discussions above are no small issues. They are present and critical. Not only does this portable urinal apparatus solve all these pressing and fundamental issues but also offers such other unique features as an automatic mode of operation, an outside switch to operate the device, an outside cloth cover to protect the user's privacy, a circular protective cap to prevent accidental opening, a storage compartment with a rack for the urine transmission tube to wrap around and a molded slot for the funnel to be seated, a stylist-looking device, a container large enough for a day's usage, ease of carriage, storage and care, and finally its compactness.

[0027] With this portable urinal apparatus the users can urinate in a place with no public restroom without causing discomfort to others as well as to themselves. Once urine is collected, it's secure and isolated from outside, thereby establishing a hygienic collection and storage of urine. Further the apparatus should be user-friendly and hygienic, that is, the user can easily excrete urine into the container within a limited number of steps and the urine should not leak and create a mess, there shouldn't be any foul odor.

BRIEF DESCRIPTION OF THE DRAWINGS

[0028] FIG. **1** exemplarily illustrates an exploded view of a combined funnel structure configured for female and male users including children.

[0029] FIG. **2** exemplarily illustrates a front perspective view of the urine transmission means.

[0030] FIG. **3** exemplarily illustrates an internal perspective view of the portable urinal apparatus.

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[0031] FIG. **4A** exemplarily illustrates the side view of the flow control assembly and the storage compartment structure in a compact model for both women and men.

[0032] FIG. **4B** exemplarily illustrates the side view of the compact model in a closed state.

[0033] FIG. **5** exemplarily illustrates a front perspective view of the cloth cover.

[0034] FIG. **6** exemplarily illustrates a front perspective view of the pouch.

DETAILED DERCRIPTION OF THE INVENTION

[0035] It is noted firsthand that all materials such as rubber, silicon and plastic used to produce the portable urinal apparatus **100** are of medical grade to prevent corrosion and bad odor embedded into the components of the product. However if this proves too expensive only the funnel is made of medical grade silicon and plastic.

[0036] FIG. **1** exemplarily illustrates an exploded view of a funnel structure **101** in a compact model. There are several types of funnels. The female funnel is shaped

compact model. There are several types of funnels. The female funnel is shaped according to her genital. The same is with the male funnel. The funnel for children is much smaller roughly half the size of the female or male funnel. However, this portable

urinal apparatus **100** cannot afford such a large space to hold all these different types of funnels, the high cost for the users to pay them, the bulky packaging to say the least. In addition, the mere fact of exchanging for a different funnel due to the user's sex type is impractical and unhygienic because it can cause leakage, bad smelling and contamination. In this context, a funnel structure designed for both female and male users and fairly small for children is the best choice. It is structured according to the female and male organs with much greater emphasis upon the female users'. It is the combined funnel structure **101** for both female and male users including children hereafter referred

to as the funnel structure **101**.

[0037] The portable urinal apparatus **100** comprises, for example, a funnel structure **101**, where the contour is shaped to accommodate both female and male excretory organs. The funnel structure **101** is shaped accordingly in large part in front to fit a female user's organ with a small rear portion rounded for men. The funnel structure **101** has a funnel lid structure **121** and a funnel body structure **123**. In an embodiment, the funnel body **123** is oval-shaped at its rim structure **123b** with an enclosed wall extending from the rim structure **123b** downward connected to a neck **123e**. The funnel body structure **123** has enough space inside to fit a sieve member **125**. In addition, the funnel body structure **123** has the rim structure **123b** on top and the leaf structure **123c** at the base of the rim structure **123b**. The leaf structure **123c** is curved out and bent downward a little bit for a snap-fit with the edge of the funnel lid structure **121**. The soft silicon cushion structure **124** is modelled after the contour of the rim structure **123b** of the funnel body structure **123** and is firmly and nicely attached to the rim structure **123b**. Both the rim structure **123b** and the soft silicon cushion structure **124** are shaped according to the female genital. Away from both ends of the funnel body structure **123**, a large enough space is built in the middle of the funnel body structure **123** configured to provide the female user with a roomy funnel body structure placed under her urethra to urinate with

ease, comfort and confidence. The funnel lid structure **121** is built according to the contour of the funnel body structure **123** with a detailed construction of the interior surface of the lid structure **121** to fit the soft silicon cushion structure **124** firmly attached on the rim structure **123b** to have a fluid-/air-tight enclosure with the funnel body

structure **123** and with the edge of the lid structure **121** large enough for a snap-fit with the leaf structure **123c**. The funnel lid structure **121** has a metal rod structure **121a** secured to the rear of the lid structure **121** at one side and a tube structure **123a** secured to the back of the funnel body structure **123** below the leaf structure **123c**. When the rod structure **121a** slides inside the tube structure **123a**, they are in a locking mode with a latch positioned at the other end of the tube structure **123a** to stop the rod structure **121a** from getting out of the tube structure **123a**. Both the lid structure **121** and the funnel body structure **123** have a female **123d** and male **121d** hard rubber mate structures for locking in front. The neck structure **123e** connected to the cap structure **116** of the urine

The specification continues for 12 more pages, but that should be sufficient to demonstrate that as Mr. Le requested, and was requested of Mr. Keys the specification was completely rewritten for Mr. Le, quite contrary to his claim.

On September 8, 2015 Mr. Le sent me an e-mail containing this bizarre and paranoid allegation:

Also I want to tell you that when I sent the first provisional application on 2/02/2015 to the USPTO someone took out the design drawing page while in transit by US Postal Services

Apparently he was alleging that someone opened his mail and removed a drawing while in transit with the USPS. This establishes a pattern of paranoid behavior and allegations that almost certainly have no foundation in reality, unless the court is to believe that someone removed a lone drawing from his mail.

Mr. Keys sent me this email, confirming that he is the one who was drafting the application:

James Keys, III <jkeys@keyslawfirm.com> 10/14/15
to Intelligent

Dak:

I hope all is well. My wife went into labor 3 weeks early yesterday and gave birth to a healthy boy this early morning (James IV).

I still have a few more things to do with the portable urinal app, and I will finish that up Friday.

Thanks.

James Keys, III
www.keyslawfirm.com

-- This email was sent from my mobile device for a quick message or response. Please excuse any typos or grammatical errors.

Mr. Keys was responsible for the claims and specifications. You can see from the following draft specification it is clearly a complete rewrite from that supplied by Mr. Le, showing that his allegations that he wrote the specification are clearly completely unfounded:

PORTABLE 4NOS URINAL

CROSS-REFERENCE TO RELATED APPLICATIONS

This application is a non-provisional continuation of U.S. Provisional Patent Application Serial No. 62176974, filed 02-Mar-2015 and entitled "THE 4NOS URINAL", the priority of which is claimed by this application, and the entire contents and substance of which are hereby incorporated in total by reference. This application is a non-provisional continuation of U.S. Provisional Patent Application Serial No. 62125882, filed 02-Feb-2015 and entitled "Uholder on-the-go", the priority of which is claimed by this application, and the entire contents and substance of which are hereby incorporated in total by reference.

BRIEF DESCRIPTION OF THE FIGURES

DESCRIPTION OF THE PREFERRED EMBODIMENTS

The following description of the preferred embodiments of the invention is intended to enable someone skilled in the prior art to make and use this invention, but is not intended to limit the invention to these preferred embodiments.

1. First Preferred Embodiment

As shown in FIG 1, the portable urinal of the preferred embodiments has a receptacle with a wide opening and internal cavity, where the internal cavity converges towards a tube neck, wherein a tube is attached to the tube neck, wherein the tube is attached via a disconnect neck to a container, where the container can be sealed and separated from the tube, where the receptacle is shaped to accommodate one or more of the male genitalia and the female genitalia. The portable urinal of the preferred embodiments is designed to allow a user to

urinate in a portable location without discomfort, without creating an odor, without chance of spilling bodily fluids, and without inappropriately exposing their body so that they can urinate in locations where other people may be present.

As shown in FIG 1, the system of the first preferred embodiments has a receptacle that is shaped to accomodate one or more of the male genitalia and the female genitalia. The receptacle has a wide opening and internal cavity. In one variation, there may be separately produced portable urinal s to accommodate the male and female genitalia respectively. In one preferred variation, the female version of the portable urinal may have one of a circular shaped wide opening, and a oval shaped wide opening to the receptacle , and the opening to the receptacle may be shaped to fit against the female genitalia. In one preferred variation, the male version of the portable urinal may have an opening and cavity shaped to fit around some or all of the male genitalia. In another preferred variation, the male version of the portable urinal may have a receptacle shaped to accept a stream of urine from a male user

from a slight distance. In a preferred variation, the rim of the wide opening of the receptacle is covered in an elastomeric material. The elastomeric material may provide a softer, yielding surface to increase the comfort of the user when using the portable urinal . This may be particularly advantageous for female users who may have to press the wide opening of the receptacle against the surface of their genitalia, or against the area surrounding their genitalia. In another preferred variation, the rim of the wide opening of the receptacle is covered in a silicone polymer material. The receptacle may, however, have any suitable shape for capturing urine from a user. Male and female versions of the receptacle may alternatively be identical, or have any suitable shape for interfacing with the needs of males and females. The rim of the wide opening of the receptacle may, however, have any suitable covering or protection, or may have no particular coating or protection at all.

As shown in FIG XYZ, the portable urinal preferably has a lid that fits the wide opening of the receptacle and closes off the receptacle . This is done to prevent one or more of: dissemination of odors, leakage of bodily fluids, and unsanitary contact with the outside surfaces. After the use of the portable urinal , it is preferable that the portable urinal can be closed and sealed in such a way that it can be transported safely and without undue obtrusion by the user. This may include being transported in a carry case sold with the portable urinal . It may also include being transported in one or more of bags and pockets of the user. The lid preferably is pivotally attached to a hinge point molded to the receptacle below the rim of the receptacle . In a preferred variation the lid can be removed entirely from the hinge point by removal of the hinge pin. This may increase the comfort of using the device for female users. In a preferred variation, a flexible snap with a camming surface is attached to the lid and engages a ledge on a latch lock molded to the receptacle below the rim of the wide opening of the receptacle , and on the opposite side of the wide opening of the receptacle from the hinge point. The hinge point may, however, be incorporated into the portable urinal in any

suitable manner. The lid may, however, be removed in any suitable way from the hinge point. The lid may, alternatively, not be removable from the hinge point. In another preferred variation, the lid may be one or more of a snap on or friction fit without a pivot. In this preferred variation, the lid may removably attach to the wide opening of the receptacle in a manner similar to a Tupperware lid. Alternatively, in this preferred variation, the lid may removably attach to the wide opening of the receptacle in a manner similar to sealable polymer containers known to the art in hospital settings. The portable urinal may, however, alternatively include no lid at all for the receptacle . The lid may, however, releasably fit to the receptacle in any manner suitable for closing off the receptacle . Another sealing device may, however, be releasably fit to protect the inner surfaces of the receptacle .

As shown in FIG XYZ, the container is preferably coupled to the tube by a disconnect neck, allowing fluid to flow from the tube into the container when the container is not selectively sealed. There is preferably a movable sealing closure attached to the container, which allows the opening of the container to be sealed when desired. Preferably the movable sealing closures the opening of the container without further action from the user when the user disconnects the container from the tube. This prevents one or more of spilling bodily fluids and dissemination of odors. Preferably the container includes a button that allows the user to open the movable sealing closure on the container at any suitable time. In a preferred variation, there is a internally projecting tube that projects into the interior of the container and is coupled in fluid communication with the opening of the container such that no fluid can enter the container without going through the internally projecting tube. This structure may, however, have any suitable structure other than that of a tube. In a version of this preferred variation, the movable sealing closure is pivotally attached to the internally projecting opening tube, and is designed to pivot into and out out of a sealing position with the rim of the internally projecting opening tube. Preferably there is a spring biasing the pivoting seal against the rim of the internally projecting opening tube, sealing the opening of the container when the seal is not held away from the rim of the

The specification continues for many more pages, but that is sufficient to show that it was a complete rewrite from the specification given by Mr. Le. It appears Mr. Le is simply angry and accusing us of the story he accused the previous law firm of.

Mr. Le then stated that he was incredibly pleased with the application, a clear admission that it had been rewritten to his satisfaction. He then went about requesting a long string of changes, beginning in the same email:

Khoa Le ktl009@outlook.com via gmail.com 10/25/15
to Intelligent

Hi Dak,

Thank you for finishing the first draft and adding a few features to enhance the value of this design. Particularly the claims of some component are tied up together in such an intricate way that I found it hard to understand. It is indeed the work of art.

1. There are not much for me to make a lot of changes. No major but only very minor ones as a result of my prior mistakes. Please note that all the minor changes are made in bold. It is very easy for you to spot them.

2. I also thank you for allowing me to add a moveable sealing enclosure to the adapter 103. Originally I designed this urinal using an adapter with a moveable sliding enclosure modelling after a moveable sliding enclosure of a baby's feeding bottle. But after a period of time leakage results. Therefore I abandoned this design and came up with a flow control assembly. However, in a family get-together about a month ago my brother told me that he had a urinal with a moveable clockwise enclosure to seal off the adapter. I don't see any such product currently on the market. That's why I ask you to incorporate the moveable sealing enclosure to seal off the adapter hopefully in order to stop any competition. Besides my sealing enclosure is different and much better than the clockwise enclosure he mentioned because mine guarantees no leakage over time.

3. In order for me to shield off any future competition, may I ask you to incorporate some other claims regarding, (a) the flow control assembly, (b) the control rod with an added weight to achieve an automated mode of operation, (c) a predefined limit resulting in an allowable opening of the cap 108 for easy body fluid flow, (d) a hand-free operation without the apparatus attached to clothing or body part, (e) a storage compartment and (g) a round face appearance of the apparatus?

Again, thank you for your work. Please, do not stay late at night. You have no time pressure here.

Hope you have a wonderful weekend!

Khoa

He attached edits he made to the specification file:

Again, thank you for your work. Please, do not stay late at night. You have no time pressure here

Hope you have a wonderful weekend!

Khoa

From: IntelligentPatentServices@gmail.com
Date: Fri, 23 Oct 2015 21:16:33
Subject: Patent draft
To: KTL009@yahoo.com, ktl009@outlook.com

W Khoa - Specificati...

Mr. Le wound up requesting significant additions to the patent, which were stated in the contract to not be included in the original quote. He insisted that he wanted the additions and was fine with paying for him. He then again clearly states that he is aware I am not the attorney and am not the one writing his patent:

Khoa Le kl009@outlook.com via gmail.com 10/28/15

to Intelligent

Hi Dak,

I'm very sorry that I asked you to add other claims to the application. But I had to. I will pay for any extra fees required. I will send a check of $1,500.00 to the address you gave me last time for the remaining fee ($800.00), the filing fee ($435.00) and an extra fee for additional claims ($265.00). I will pay more if needed. Is this ok?

I would like to have all the paperwork to be filled out and signed by me in order for you to send the application package to the USPTO later together with the next draft you will send me. I have so much confidence in the work your firm has done. I agree with you 100% that I won't be sorry signing up with your firm. You've delivered your promise.

Please say "thanks" and "hi" to the attorney. Also please let me know when you have a chance to go back to Edwards. I would like to invite you to the very best Vietnamese restaurant here in Denver.

Thank you

Khoa

After the revisions, Mr. Keys became incredibly hard to reach and started causing massive delays on some of his cases I had entrusted him with. He came close to allowing at least one case to fall into abandonment. At one point I am quite certain that Mr. Keys blocked my phone number to avoid me asking him to finalize his cases promptly. Before that point Mr. Keys had always done great work and done it well. As this was unacceptable, I ended the contracted relationship with Mr. Keys and asked that Mr. Hamerly check over, adjust or rewrite in part or completely anything he found the need to change before representing it, and then file the application that Mr. Keys had been tasked with drafting. At that point the application became the representation and responsibility of Mr. Hamerly, and even if Mr. Keys began any errors, it would be Mr. Hamerly's full responsibility if he did not adjust, correct, or rewrite them before filing as he was entrusted with representing the application. If he had stated that it should be a complete rewrite, then that would have been the course of action – all representation was fully up to Mr. Hamerly, and whatever final version he filed he represented in full as was asked of him. I presented him with the information on the inventor and what had been drafted and from then on the responsibility and representation were his in full, as set out in his contract with my business.

Next patent to file Inbox x

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 12/12/15

to Michael

Hi Michael

Your checks for the first filings and the trademark are on their way as of yesterday. I managed to get out long enough to mail them. Here is the next filing (trying to get all of them in for the clients pre-Christmas):

MICRO entity

Title: PORTABLE EASYP URINAL

Name: Khoa Tho Le
Suffix: Sr

City: Aurora
State: CO
Country: US

Mailing address: 1922 Dallas Street
City: Aurora
State: CO
Postal code: 80010
Country: US

Correspondence Address provided
Name: Khoa T Le
Address: 1922 Dallas Street
City: Aurora
Colorado: CO
Country: US
Postal code: 80010
Phone: 720-327-6973

If Mr. Hamerly neglected to take any actions in representing the case, that would be his neglect and in violation of our contract.

Mr. Hamerly filed the patent application using my company credit card I supplied to him so that he would not have to pay the filing out of pocket, as was the case with all cases he filed. Here is his email with the filing receipt:

Michael Charles Hamerly <mchamerly@gmail.com> 12/13/15
to Intelligent

Here is the receipt Thanks for the other payments

efilingAck243441...

That should provide more than enough proof that Mr. Le's case was completed by licensed attorneys, filed by licensed attorneys, and that his contract which I confirmed with him multiple times was for the writing and submitting of his patent and no responses beyond that, was fulfilled. Mr Hamerly is responsible for the filing and the claims in full, though the case was begun and entrusted to Mr. Keys.

I then noticed it appeared Mr. Hamerly had not filed the amount for the excess claims:

Excess claims on last application Inbox x

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 12/13/15
to Michael

Hey Michael,

I forgot to mention there were 7 claims in excess of 20 in the application you just filed. So that's $140 in excess claim fees. Is it possible for you to log in and submit the $140 for the excess claims?

(First named inventor: Khoa Tho Le, EFS ID: 24344195, Application No: 14967316, Title: PORTABLE EASYP URINAL, Receipt date: 13-DEC-2015)

Sorry about that,

Dak

Michael Hamerly <mchamerly@gmail.com> 12/13/15
to Intelligent

I can later and fix it. Because of the major storms in Seattle I have been dealing with migraines more than usual. I usually don't get them but this last week has been hard. I will be fine soon because I received my prevention treatment on Friday.

Sent from my iPhone

I followed up with Mr. Hamerly, at which point he expressed one of many of his bizarre issues he would give me about why he couldn't appropriately file things with the USPTO. The form he sent me is only a fee transmittal and represents nothing about the case – it was filled out by him and then it was faxed to the USPTO by an assistant. It is to assert payment only:

Michael Charles Hamerly <mchamerly@gmail.com> 12/14/15

to Intelligent

Hi Dak,

I need to get a new e-certifcate, thus I cant do it online yet until the USPTO issues me a new number. In the meantime, you can fax this form to 571-273-8300 for the excess fees. I filled it out for you. I would do it myself, but I am not an authorized signer on your account. I apologize for the inconvenience of this.

Regarding the blinking for migraines. I have an extremely rare type that I do get Botox treatment every 3 months as a prevention plus watch my diet and exercise regularly besides preventive cocktail medications. I also have had the best neurologists in the world, who is the editor for the New England Journal of Medicine. A lot of stuff that works for others, does not work for me. For example, I had one of those acupuncture needles get stuck in my muscle because my muscle clamped around it and it could not be taken out until my muscle relaxed enough to remove it. By the way, I did try it and it did not work on my cluster.

I am looking forward to the prototype though

Thanks,

Michael

---------- Forwarded message ----------
From: **Michael Charles Hamerly** <mchamerly@gmail.com>
Date: Mon, Dec 14, 2015 at 10:20 AM
Subject: Application
To: Michael Charles Hamerly <mchamerly@gmail.com>

PTO-2038.pdf

The assistant faxed the form to the USPTO and my business card was charged by the USPTO for the excess claim fee, which should then have been applied to Mr. Le's case.
Here is the charge from the USPTO from what I can determine via limited reporting given in my bank account, including a late fee. The USPTO often has a delay in applying charges by some time (particularly with Christmas and the faxed request)

⊕ 01/12/17 PURCHASE AUTHORIZED ON 01/11 US **PATENT** TRADEMAR 571-272-6500 VA $300.00
S307011537986668 CARD 9795

Mr. Le then left me a jumbled message saying the USPTO had contacted him, it did not make much sense. I e-mailed him to request that he supply a written copy of the message so I could have it reviewed by Mr. Hamerly:

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 1/29/16

to Khoa

Hi Khoa,

Please send me an e-mail with what the patent office has requested.

Your excess claims fee was already submitted, so if they want more you have to send them a check or fax them a credit authorization form for the required amount.

Dak

As you can see, the excess claim fee had been handled from our end unless the USPTO made a mistake. The USPTO on occasion denies micro entity status and requests more money for a small entity filing instead so that was a possibility for why Mr. Le was being asked for more money, but without Mr. Le supplying a written response there was no way to know. I was informed by one of the attorneys, probably Mr. Hamerly but I do not recall exactly who, that he could simply send the difference the USPTO requested by check or credit authorization form – information I passed along to him. This statement was a preliminary statement awaiting the written response so that I could supply it to the attorney.

Mr. Le did not supply the written response or inquire further about that issue at that time. He later asked if he could do a continuation in part because he wanted to add more claims. He also asked if we could do a retainer in anticipation of office action responses. I informed him that it could be done, but that it would have to be based on the worst case scenario, which made no sense. In effect, that was my was of saying that it was not an appropriate way to handle the situation. I also informed him the range that responses would generally run. His e-mail and my response make it clear that he was well aware any response to office actions would be an additional fee, and that he understood those were the terms of the contract.

Khoa Le <ktl009@outlook.com> 5/17/16
to Intelligent

Hello Dak,

How are you? Hope everything is great with you. I need your help for (1) adding a new feature for my design which requires at least a new claim and (2) submitting a CIP which I want non-publication. If you decide to help me, please, tell me how much.

I might have to go overseas to build molds and do production. Can I pay you some initial retainer in advance ($1,500.00 for example) so that you can take care of the patent examiner's review process?

Please, let me know ASAP.

Thank you.

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 5/25/16
to Khoa

Hi Khoa,

We do the work for the examination as necessary. Each response is generally between 500 and 2000 dollars. So if you mean a retainer to get started, we can do that, but in order to cover a full three responses in advance we'd have to charge for the worst case scenario, which makes no sense

He then repeated this back to me, making it even more clear that he understood:

Khoa Le <ktl009@outlook.com> 6/7/16
to Intelligent

Hi Dak,

I will send a $2,000 check. As you said in the previous email each response is between $500 and $2,000. But the payment of the work will be made depending upon the difficulty of the work and after both of us agree. If after each response you require more I will send in some more. Any money left over must be refunded back to me. Please, do it as you promised me before you started the patent application process.

Khoa

We have never done work under any sort of retainer and I did not want to do it this way. I expressed this and we wound up not doing that deal. Mr. Le is quite demanding and his demands often do not make particular sense, so I outlined to him that the deal was not a way we would want to do it. He made more demands and I asked that he not be so demanding, he apologized and said he was trying to find a way to work in his budget:

Khoa Le <ktl009@outlook.com> 6/9/16
to Intelligent

Hi Dak,

I'm very sorry that you feel that way. Actually I dare not order anyone in my life. As I told you before I'm retired right now and live on a very limited budget. I have to figure out how I can meet the financial obligation with regard to the examiner's inquiries. It's not an easy job for me. However, if I can meet this financial obligation I want this process to cost me at a minimum.

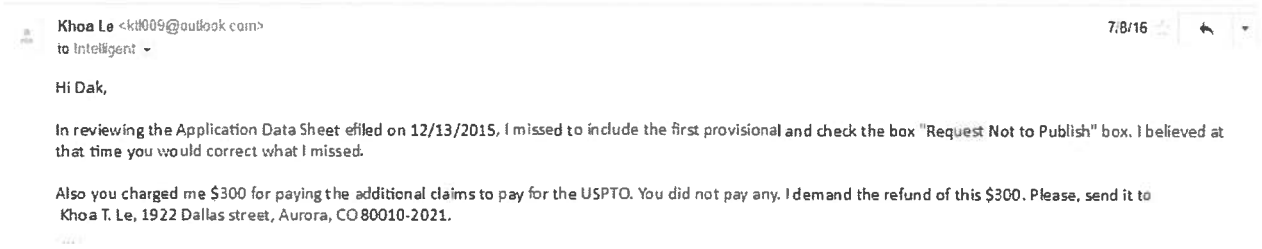
Please, accept my apology.

Khoa.

He then ceased contact and did not contract us to do any work. We were still under no contract with Mr. Le to handle anything as we had completed our contract to file the patent. As outlined above, he was well aware that a new contract would be required to handle any additional work, and he was aware that would require additional payment for the work by the attorney, and he paid nothing and did not finalize any new contract. He was thus fully aware that we were not taking care of any response for him.

Much later I received this e-mail from Mr. Le. He had never sent a written copy of what he had gotten from the USPTO and the last I had talked to him, I had passed on the attorney's advisement that the fee had been paid and if the USPTO was requesting additional fees that he could either send them a check or

a credit card authorization. I assumed because he did not send the USPTO response as requested that he had taken care of it.



Khoa Le <ktl009@outlook.com> 7/8/16
to Intelligent

Hi Dak,

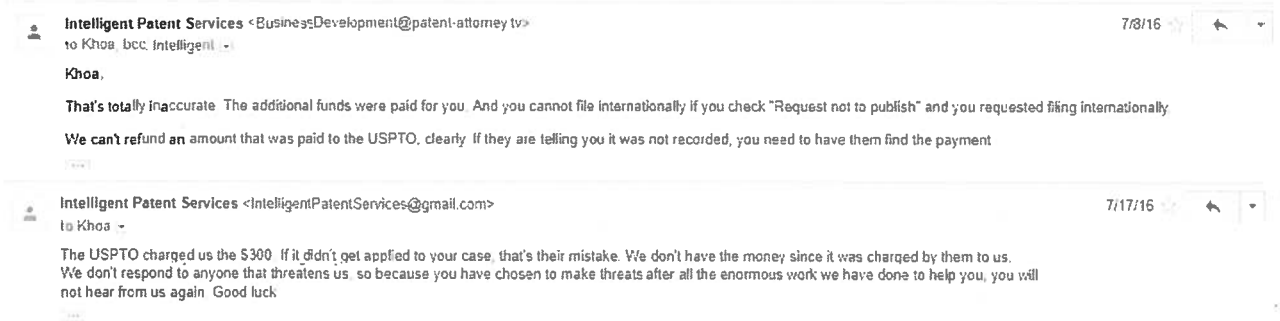
In reviewing the Application Data Sheet efiled on 12/13/2015, I missed to include the first provisional and check the box "Request Not to Publish" box. I believed at that time you would correct what I missed.

Also you charged me $300 for paying the additional claims to pay for the USPTO. You did not pay any. I demand the refund of this $300. Please, send it to Khoa T. Le, 1922 Dallas street, Aurora, CO 80010-2021.

As shown above, the excess claim fee had been submitted by fax to the USPTO and they had charged my card for that fee.

His additional statements were not accurate either. He had said that he wanted to file his application internationally, which my attorneys stated he could not do if he checked "Request not to Publish" so whichever attorney, presumably Mr. Hamerly, ensured intentionally that was NOT checked to ensure that Mr. Le's patent could be filed internationally. As you can see from the draft provisional provided above, the application DID cite two separate provisional patents. So that statement was false. If he was referring to yet a third patent application, it was not supplied to us or made aware to us, and I have no knowledge of any other patent applications to this day. It can be clearly seen that Mr. Keys appropriately accounted for two provisional patents, that the application data sheet was filled out according to Mr. Le's wishes to be able to file internationally, and that I did not carry out any of those actions. Mr. Hamerly overlooked the excess claims when he filed the application, which was his mistake not mine, but I corrected that mistake anyway.

Mr. Le left me phone messages that included various threats. I most certainly would have helped him to figure out why the USPTO had lost or not applied the payments to his case, and was planning to do so before he began leaving threatening messages. It is the policy of my business not to continue working with individuals who make threats, they are welcome to work with any other patent attorney or firm of their choice. All of our obligations and contracts had been finished for Mr. Le. I sent him this response, including the advisement of my attorneys regarding the 'request not to publish' issue, then after another threatening phone message sent him the second email:



Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 7/8/16
to Khoa, bcc: Intelligent

Khoa,

That's totally inaccurate. The additional funds were paid for you. And you cannot file internationally if you check "Request not to publish" and you requested filing internationally.

We can't refund an amount that was paid to the USPTO, clearly. If they are telling you it was not recorded, you need to have them find the payment.

Intelligent Patent Services <IntelligentPatentServices@gmail.com> 7/17/16
to Khoa

The USPTO charged us the $300. If it didn't get applied to your case, that's their mistake. We don't have the money since it was charged by them to us.
We don't respond to anyone that threatens us, so because you have chosen to make threats after all the enormous work we have done to help you, you will not hear from us again. Good luck.

You can see from his behavior of calling himself an 'outlaw' and implying that he did not care about others or the laws of this country, and from his demand to have the previous firm refund him $435 that they had paid to the USPTO, that Mr. Le is in the habit of acting irrationally, prone to making wild accusations and threats, prone to demanding refunds for things that clearly have been paid to the USPTO on his behalf, and other actions.

The USPTO was having significant issues with their payment system around the end of 2015, which they

can most likely confirm. My attorneys informed me that on cases through their private practices they had had other payments 'lost' by the USPTO as well. It appears that the mistake here was that of the USPTO, not mine, as they had charged the supplied card for Mr Le's excess claims. I would have sought to have one of our attorneys help Mr. Le in tracking down that payment and getting the situation rectified if he had not begun issuing threats. He was perfectly able to take that information to the USPTO or to another attorney and have the USPTO find the payment and apply it via another attorney. He most likely can still do so to this day, as it appears the USPTO made the mistake in this case.

I believe it is clear that I did quite the opposite of harm Mr. Le. I prevented his case from going unfiled by Mr. Keys when he became negligent by getting Mr. Hamerly to review, represent, adjust if necessary, and file the case. Mr. Hamerly was under explicit instructions that if he thought anything needed work, adjustment, or rewriting to do so – and if it was significant in his estimation to provide an estimate for additional funds required to do whatever he deemed fit. As with everything, all representation and judgment is entrusted and required to be made by the attorney filing and representing the case. Period. When Mr. Hamerly failed to pay the excess claims due presumably to an incomplete review of the application on his part, which I had requested him to do, I then stepped in and asked Mr. Hamerly to fix the situation. I supplied the payment card for the payments so they would not come out of Mr. Hamerly's pocket, as I did with every attorney that ever worked with my business.

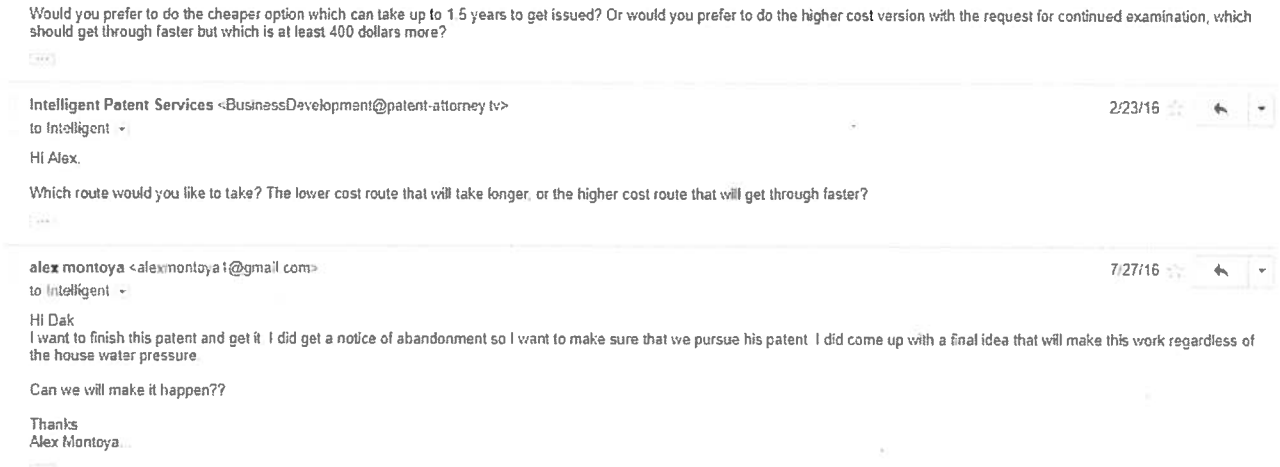
The information I received in the injunction is all based on statements from memory, it appears- which have proven quite faulty. I have supplied clear documentation for the entire interaction showing that at no point did I act as Mr. Le's attorney, that he was very aware of that, that our responsibilities to him ended with the filing of the patent application, that he knew that, that we filed and were charged for the excess fees, and that I notified Mr. Le of this situation. There was no harm to Mr Le caused by me, and the situation would not have occurred if Mr. Hamerly had properly filed the case, if the USPTO had properly applied the payment, and I still would have helped Mr. Le rectify the situation anyway if he had not taken to leaving me multiple threatening voicemails. Regardless of work begun by Mr. Keys, Mr. Hamerly is the full representative of the filing, claims, and application – if in his estimation he did not do what he should have to represent the case, that is his full responsibility and a violation of his contract and his instructions. He is a licensed attorney and should not have to be instructed – as I informed him from our very first conversation on the phone, it's his representation and his show, if he sees fit to do something, then that's how it gets done. I don't even know why he is making false statements that I instructed him to do things that he should not have done – he is a licensed attorney, he is representing the clients, not only are those statements documented to be false, but they don't make any sense because it would be his duty to act as he felt was in the best interest of the represented client regardless of what anyone told him. If his own mother told him to do something wrong on a case, he is expected professionally, ethically, and by the contract that he signed with my business requiring him to follow the code of ethics to do the right thing anyway. That is why he was contracted, that is what I instructed him to do, I don't know why he is making false statements to the contrary because it is his responsibility to do the right thing irrelevant of his instructions – so his false statements about instructions are irrelevant to begin with, in addition to it being clearly documented that his instructions and signed contract were to do what he saw fit and was obligated to do in order to create proper representation.

As for Mr. Le, the documentation clearly shows a trend of exaggerating, irrationality, and possibly lying from Mr. Le, as well as a disregard for consequences to anyone else as long as he gets what he wants. The documentation clearly shows what happened with his case. The court should assist Mr. Le in having the USPTO find his payment and give him his priority, as I would have had one of the attorneys working with me help him to do had he not taken to threats.

Mr. Montoya

Mr. Montoya contacted me regarding an office action response to his patent application. I consulted with one of the attorneys I had contracted at the time and they disclosed that he had two different options for

how to respond. That led to this email exchange, starting with the top e-mail on 2/16/16:



Would you prefer to do the cheaper option which can take up to 1.5 years to get issued? Or would you prefer to do the higher cost version with the request for continued examination, which should get through faster but which is at least 400 dollars more?

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 2/23/16
to Intelligent

Hi Alex,

Which route would you like to take? The lower cost route that will take longer, or the higher cost route that will get through faster?

alex montoya <alexmontoya1@gmail.com> 7/27/16
to Intelligent

Hi Dak
I want to finish this patent and get it. I did get a notice of abandonment so I want to make sure that we pursue his patent. I did come up with a final idea that will make this work regardless of the house water pressure.

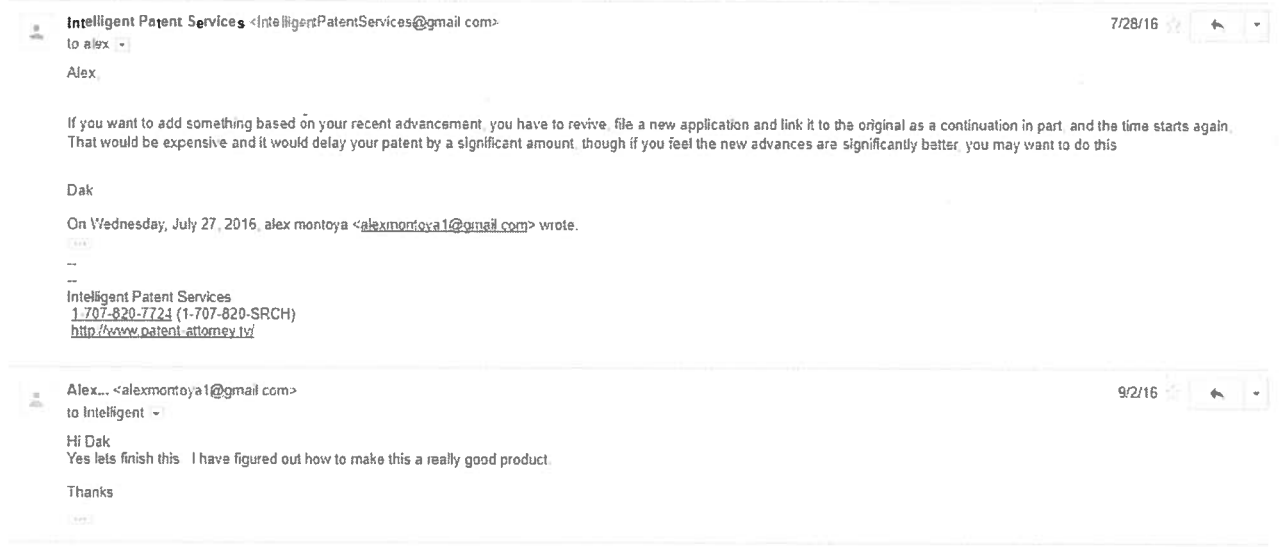
Can we will make it happen??

Thanks
Alex Montoya

As you can see, it is not my responsiveness that diminished, it is Alex's. The first time I asked him how he would like to respond was on 2/16/16. I then took it upon myself to ask again a week later on 2/23/16, which I was under no obligation to do as we had not been contracted to perform any actions for him at that point. Mr. Montoya again did not respond.

As you can see, four months and 4 days later he finally responded. This was a trend throughout my interactions with Mr. Montoya, he frequently just didn't respond for excessive amounts of time. While I find Alex to be an agreeable person, I find it quite strange that he blamed the lack of communication on me. However, again those are statements and here is the documentation that shows otherwise.

As you can see, I confirmed with Alex a third time which route he wanted to take and passed on the advisement of the attorney as to what the routes meant.



Intelligent Patent Services <IntelligentPatentServices@gmail.com> 7/28/16
to alex

Alex,

If you want to add something based on your recent advancement, you have to revive, file a new application and link it to the original as a continuation in part, and the time starts again. That would be expensive and it would delay your patent by a significant amount, though if you feel the new advances are significantly better, you may want to do this.

Dak

On Wednesday, July 27, 2016, alex montoya <alexmontoya1@gmail.com> wrote:

--
--
Intelligent Patent Services
1-707-820-7724 (1-707-820-SRCH)
http://www.patent-attorney.tv/

Alex... <alexmontoya1@gmail.com> 9/2/16
to Intelligent

Hi Dak
Yes lets finish this. I have figured out how to make this a really good product.

Thanks

Please note that I messaged him on July 28, 2016 and he responded on September 2, 2016. Over a month later. Again, I do not understand why he has stated that I became hard to communicate with. You can also see that my responses to him are often the same day.

His statement was vague, so I confirmed a fourth time:

Intelligent Patent Services <IntelligentPatentServices@gmail.com> 9/2/16
to Alex

So would you be looking to add information to the patent still? Which is going to be the more costly option?

Alex... <alexmontoya1@gmail.com> 9/2/16
to Intelligent

No nothing need be added to the patent. Let's just get it as submitted.

Thanks

In addition, Mr. Hamerly provided two different quotes for the different paths of action, and Mr. Montoya had to designate which path he wanted to pursue and then pay the appropriate amount. Thus by paying for the action, he was confirming for the fifth time which plan of action he preferred.

Alex... <alexmontoya1@gmail.com> 9/15/16
to Intelligent

Ok Dak
I wired this payment today. Let me know if you need anything else from me.

Intelligent Patent Services <IntelligentPatentServices@gmail.com> 9/17/16
to Alex

Will do, Alex!

Mr. Hamerly was informed that he would be supplied with all information required from the inventors and that he was able to talk to them at any point if he asked to or if they asked to speak to them. I informed him that it was his choice. I believe that he did speak with one inventor about their case because he requested to. His statement that he was directed to not have communication with Montoya is false, but I will address Mr. Hamerly's false statements after addressing the Montoya application. As stated previously, not only is Mr. Hamerly's statement false, but it what he is falsely asserting would still be his responsibility as he is not to take direction to do anything he does not see fit in the first place. That is quite clear and, again, required of him in our contract. As documented, I did not give him any such instructions, and if he wrongly believed to be under any instructions he did not feel fit the contract that we signed clearly shows that he was expected to do what he regarded to be right regardless of outside input. Blaming a non-attorney for his actions as an attorney is in violation of everything he was taught and has been licensed to represent, a breach of our contract, a violation of our attorney-client privilege, not to mention he is falsely blaming me for the opposite of the instructions he was given. It appears he is well aware of his numerous errors and is trying to take the opportunity to blame them on anyone else.

I supplied the information to Mr. Hamerly, then asked him to draft the responses that were confirmed five times by Mr. Montoya as the plan of action he preferred:

Please go ahead and prepare the Request for Continued Examination and the Petition to Revive for the Montoya patent. The office action was marked final, which I had forgotten, so it will require both

Michael Charles Hamerly <mchamerly@gmail.com> 11/30/16
to me

Dak,

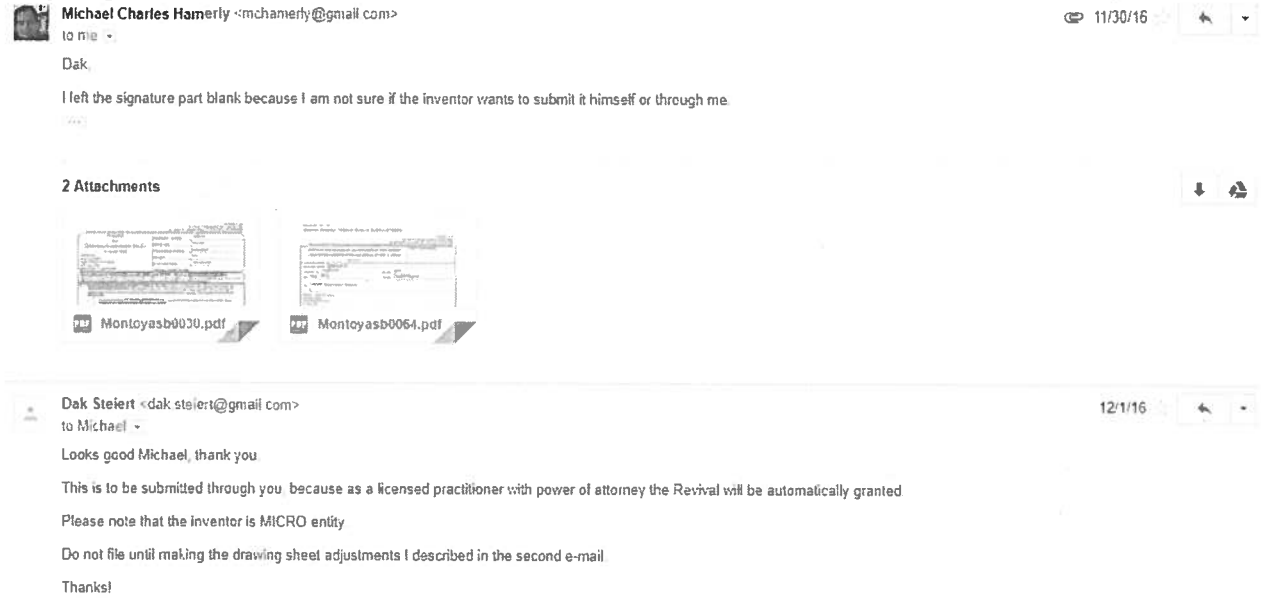
I left the signature part blank because I am not sure if the inventor wants to submit it himself or through me.

2 Attachments

Montoyasb0030.pdf

Montoyasb0064.pdf

As you can see, Mr. Hamerly asked if the response was to be submitted by him, or by Mr. Montoya. Here is my response:



Michael Charles Hamerly <mchamerly@gmail.com> 11/30/16
to me

Dak,

I left the signature part blank because I am not sure if the inventor wants to submit it himself or through me.

2 Attachments

Montoyasb0030.pdf Montoyasb0064.pdf

Dak Steiert <dak.steiert@gmail.com> 12/1/16
to Michael

Looks good Michael, thank you.

This is to be submitted through you because as a licensed practitioner with power of attorney the Revival will be automatically granted.

Please note that the inventor is MICRO entity.

Do not file until making the drawing sheet adjustments I described in the second e-mail.

Thanks!

As you can see, I specifically told Mr. Hamerly that he needed to file the case as he had power of attorney and the revival would be automatically granted. This entire response could be summed up by the above e-mail. He is the licensed practitioner, he was instructed to represent and file every piece of work, and he often tried to dodge that duty and pass it to someone else. At which point I would put it squarely back on him. It appears that he is now in hindsight still trying to dodge that duty and put it on others, and while I dealt with it before and did not file any complaints against him with the proper governing body, I have to say his behavior has gone on too far and has crossed too many lines. I refuse to pretend that he is innocently naïve any more and no longer wish to ignore his transgressions and let him have a second chance. He has taken every second chance he has gotten to push things aside and blame others rather than beginning to take the proper actions.

We had an interchange in which he was assigned power of attorney for a reason at his own recommendation. Why was he asking me how to file the application? That was the entire point of his own recommendation that he needed to be given power of attorney. He should not even be asking questions like that, it's completely absurd.

It appears he has extended asking questions he should have never asked into falsely accusing me of giving him instruction that he obviously would have been irresponsible to take even in the world he created through his false accounts, and then he extended that into blaming others for the results of the actions he took that he falsely asserts were from instructions opposite of what he was given (as documented above), in cases where he should not have asked for instructions in the first place. And where he was actually given instructions to act as an attorney on his own accord and do what he saw fit under his training and license. It's a loop of "I didn't do it, it's not my fault" behavior that I'm not sure how to understand the fact that it's coming from a licensed attorney, let alone a mature adult. Apologies if that is an informal statement in a formal matter, but it defies any logical explanation. The actions of Mr. Hamerly have only become more and more bizarre and unethical over the time since I originally met him, and I was in complete shock reading his false statements in this proceeding. I do not see how he is served by making these false statements as he committed no wrong actions in the true events that he was accounting, his unethical behavior related to his negligence in those cases, particularly related to timeline and avoidance of his duties to the customers, which were not a part of this inquiry to my knowledge. I don't know why he chose to enter false statements that are clearly documented as untrue, but I do not understand many of his actions and am quite certain that in his list of excuses he provided to account for his negligent behavior and slipping timelines, that all of those statements could not have been true either; though I

cannot say for sure that he wasn't the victim of no internet access, no private PAIR access, severe migraines, problems with his significant other and all of his other excuses in a row.
I am now being brought in front of the Colorado Supreme court as a result of his chain of actions and as a result of my tattempt to move on without reporting his previous negligence and thus to allow him to move on and have another shot at his life and career. I may seek civil action with Mr. Hamerly as a result of his continued actions to this point, I will have to seek advisement on that matter; his choice of entering false statements against me to avoid his own responsibilities and leading to the potential of consequences against me is certainly morally inexcusable.

Also proven here, in documentation, is that Michael Charles Hamerly prepared the RCE and then sent it to me for confirmation. And you can see that I responded and told him to sign it and submit it. You can also see that he was highly unorganized and repeatedly needed to be reminded of actions he was neglecting (which led me eventually to use another attorney primarily instead of Mr. Hamerly).

So that is the first clearly documented lie that Mr. Hamerly has entered on the record. He stated he did not prepare the RCE, and there is the email in which he supplied the RCE he prepared. He stated he did not file it, there is the email from me telling him that he had to file it. To further back that up, here is the invoice Mr. Hamerly provided for completing that case:

Michael Charles Hamerly
Attorney at Law
420 Wall St. #105
Seattle, WA 98121
(206) 618-0311 E---mail: mchamerly@gmail.com

November 14, 2016

Dak Steiert
Intelligent Patent Services, LLC
165 Charolais Circle
Unit A
Edwards, CO, 81632.

Re: Office Actions for Montoya, Glass, and Ledford

Drafting Office Actions for the above subject ($400.00 each).

AMOUNT OF CURRENT STATEMENT.....$1,200.00

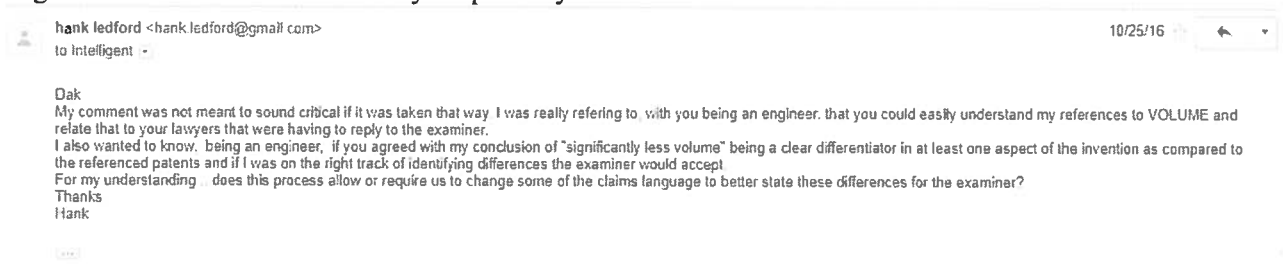
TOTAL BALANCE
DUE.....$1,200.00

Please make checks payable to Michael C. Hamerly

As you can see, Mr. Hamerly not only drafted the RCE and petition but filed and signed them, and billed for it. It is clearly documented.

Mr. Ledford

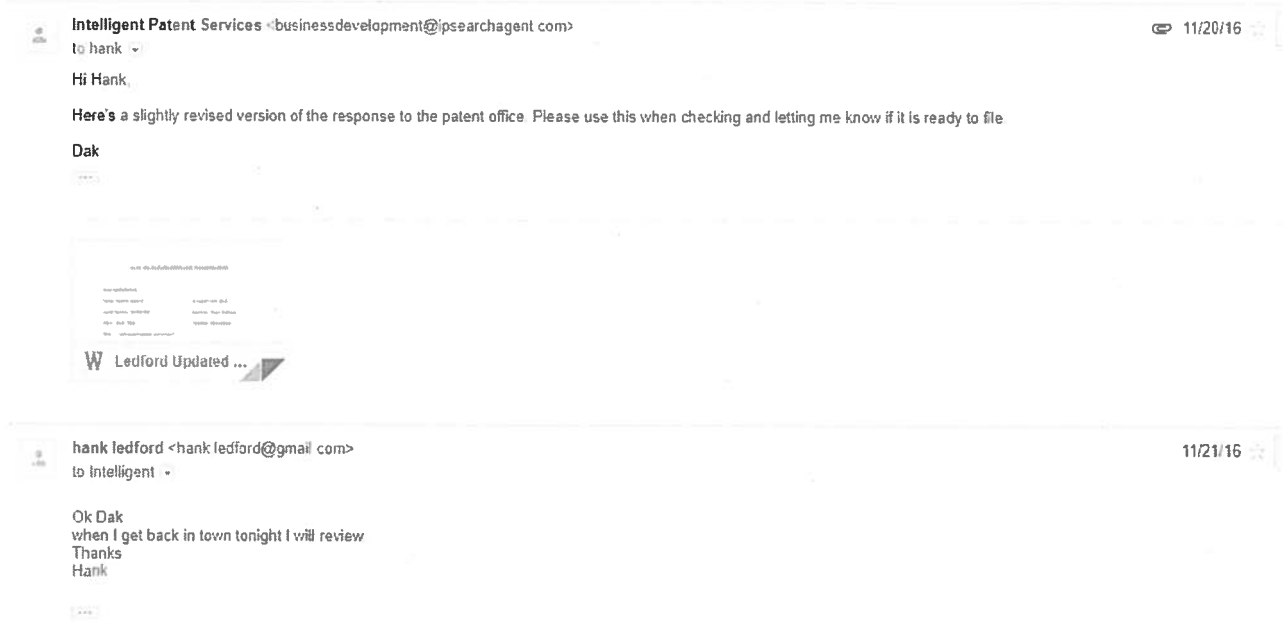
It does not state anywhere that I am an attorney, I do not represent myself as an attorney, and the communications above show clearly that any customers I have dealt with have stated themselves that they fully understand that I am not an attorney. Mr. Ledford did not believe that I was an attorney due to any representation I made at any point, if he ever did – perhaps his statement relates to prior to talking with me.
However, as you can see from his e-mail here, he did not believe me to be a lawyer. He states that I am an engineer and refers to the attorneys separately:



hank ledford <hank.ledford@gmail.com> 10/25/16
to intelligent

Dak
My comment was not meant to sound critical if it was taken that way. I was really refering to, with you being an engineer, that you could easily understand my references to VOLUME and relate that to your lawyers that were having to reply to the examiner.
I also wanted to know, being an engineer, if you agreed with my conclusion of "significantly less volume" being a clear differentiator in at least one aspect of the invention as compared to the referenced patents and if I was on the right track of identifying differences the examiner would accept.
For my understanding, does this process allow or require us to change some of the claims language to better state these differences for the examiner?
Thanks
Hank

The following exchange shows that not only did we help Mr. Ledford draft a response to his patent, but we had him confirm the response:



Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 11/20/16
to hank

Hi Hank,

Here's a slightly revised version of the response to the patent office. Please use this when checking and letting me know if it is ready to file.

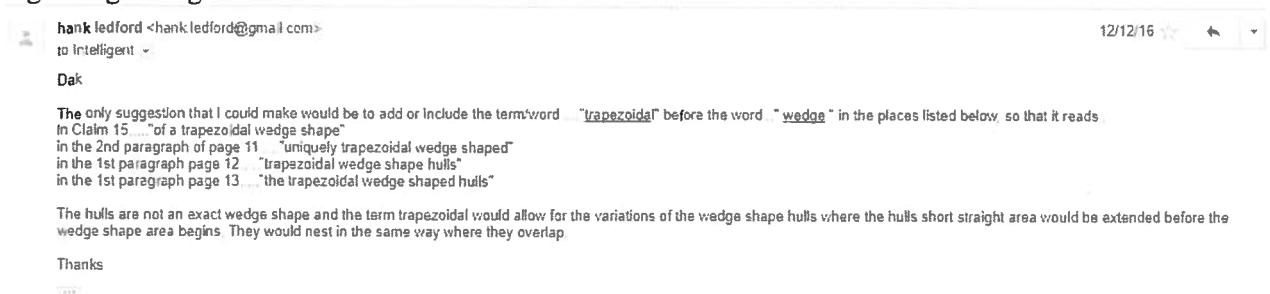
Dak

Ledford Updated ...

hank ledford <hank.ledford@gmail.com> 11/21/16
to intelligent

Ok Dak
when I get back in town tonight I will review
Thanks
Hank

Here is Hank not only confirming receipt of that draft, but also responding to it and making notes regarding changes:



hank ledford <hank.ledford@gmail.com> 12/12/16
to intelligent

Dak

The only suggestion that I could make would be to add or include the term/word "trapezoidal" before the word " wedge " in the places listed below, so that it reads
In Claim 15 "of a trapezoidal wedge shape"
in the 2nd paragraph of page 11 "uniquely trapezoidal wedge shaped"
in the 1st paragraph page 12 "trapezoidal wedge shape hulls"
in the 1st paragraph page 13 "the trapezoidal wedge shaped hulls"

The hulls are not an exact wedge shape and the term trapezoidal would allow for the variations of the wedge shape hulls where the hulls short straight area would be extended before the wedge shape area begins. They would nest in the same way where they overlap.

Thanks

Here is my confirmation that it was filed by Mr. Hamerly:

hank ledford <hank.ledford@gmail.com> 12/16/16
to Intelligent

Dak
Just want to make sure that you received my approval. If the one month extension date follows the date recieved I gave you then I think the deadline is Dec 18th. Is that correct. Do we need to file another extension or do you think you will make it
Let me know that you have received this

Thanks

Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 12/16/16
to hank

Hi Hank,

Yes we have sent in the response some days ago now. I had already sent you a confirmation e-mail as well. It's just time to wait to hear back now.

Dak

As in all cases, Mr. Hamerly was told that if he ever thought that is was proper to contact the inventor, he should do so, which he did. I am not sure what purpose he has in stating that I told him otherwise, but I did not.

Here is my correspondence to Mr. Hamerly asking that he file the office action for Mr. Ledford on December 1, 2016.

Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 12/1/16
to Michael

Hi Michael,

Please file the version of the Ledford boat office action that I sent you on November 20. (Attached again here)

Please also pay the 1 month extension fee with the method I will send in two separate e-mails.

Let me know when it is filed and confirm the 1 month extension fee has been paid.

Thanks!
Dak

I have never before cited statute and case law, which was obviously done by Mr. Hamerly.

I'm not sure why Mr. Hamerly asked Mr. Ledford for payment. I'm not sure why Mr. Hamerly told Mr. Ledford that he had to handle the case himself. As you see, clearly documented above, Mr. Hamerly was contracted to and instructed to file the response himself. If Mr Hamerly instructed Mr. Ledford to take care of it himself, I am first of all appalled that he would do that, and second of all that is highly unprofessional at best of Mr. Hamerly when he had clear instructions to file the case for Mr. Ledford.

I received this response from Mr. Hamerly,

Michael Hamerly <mchamerly@gmail.com> 12/1/16
to Intelligent

I need a credit card form to send the office action via postal mail because I have no access to the private PAIR.

Sent from my iPhone

<Ledford Updated Office Action.doc>

I supplied this credit authorization:

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Credit Card Payment Form

(Do not submit this form electronically via EFS-Web)

Please Read Instructions before Completing this Form

Credit Card Information			
Credit Card Type:	☒ Visa	☐ MasterCard	☐ American Express ☐ Discover
Credit Card Account #: 4259074003939795			
Credit Card Expiration Date (mm/yyyy): 10/2020			
Name as it Appears on Credit Card: Patent services			
Payment Amount (US Dollars): $ 50			
Cardholder Signature:		Date (mm/dd/yyyy): 12/8/2016	

The USPTO does not accept an s-signature (37 CFR 1.4(e)) on credit card payment forms.
Refund Policy: The USPTO may refund a fee paid by mistake or in excess of that required. A change of purpose after the payment of a fee will not entitle a party to a refund of such fee. The USPTO will not refund amounts of $25.00 or less unless a refund is specifically requested and will not notify the payor of such amounts (37 CFR 1.26). Refund of a fee paid by credit card will be issued as a credit to the credit card account to which the fee was charged.
Maximum Daily Limit: There is a $49,999.99 daily limit per credit card account. There is no daily limit for debit cards.

Credit Card Billing Address		
Street Address 1: PO BOX 508.		
Street Address 2:		
City: Edwards		
State/Province: CO		Zip/Postal Code: 81632

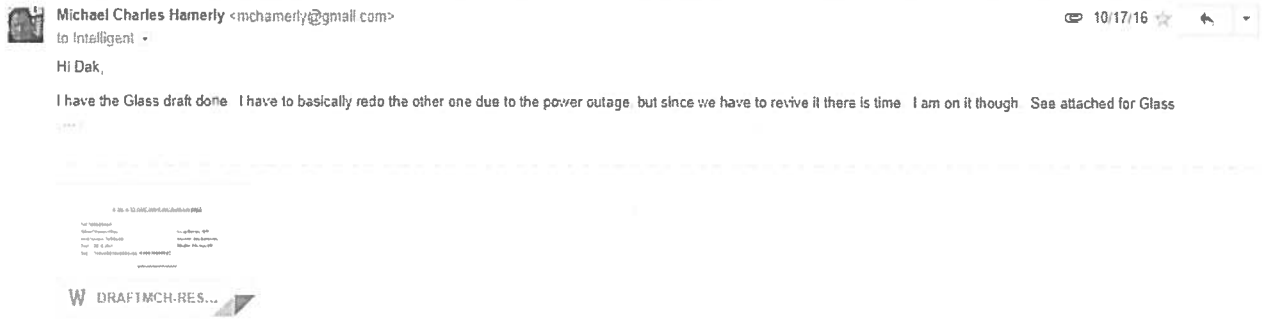
I to this day have no idea why he would not have had access to private PAIR, that is his responsibility. I supplied him with what he asked for and expected him to file the application.

As documented above, Mr. Hamerly drafted and filed that response. It is unclear why he is lying and asserting otherwise, but I must assume it has to do with his actions with Mr. Ledford and his lack of access to Private PAIR that he stated.

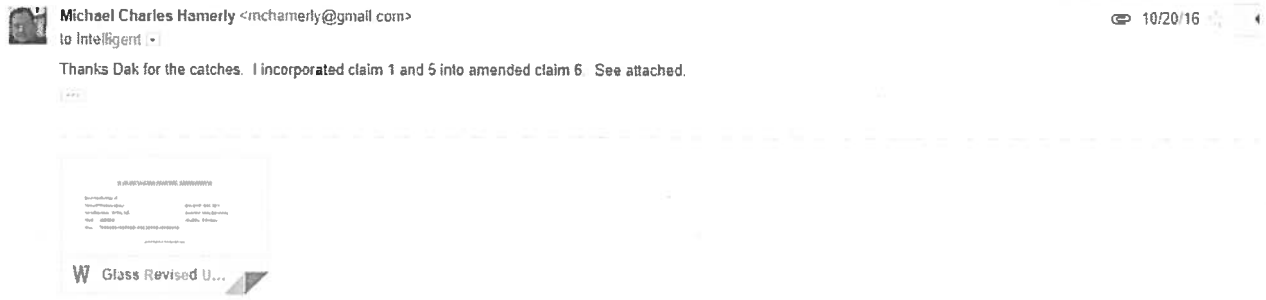
Mr. Glass

Again, I instructed Mr. Hamerly that he could speak to the inventors at any point if he saw fit. As I did with any attorney I have ever worked with, and which they could all attest to. For instance I believe Mr. Montoya spoke at great length with his attorney during his initial filing which I believe was Bryan Fischmann, on my recommendation due as well I believe, though that was years ago and I am quoting from memory in that instance.

Here is Mr. Hamerly providing a first draft of the Office action:

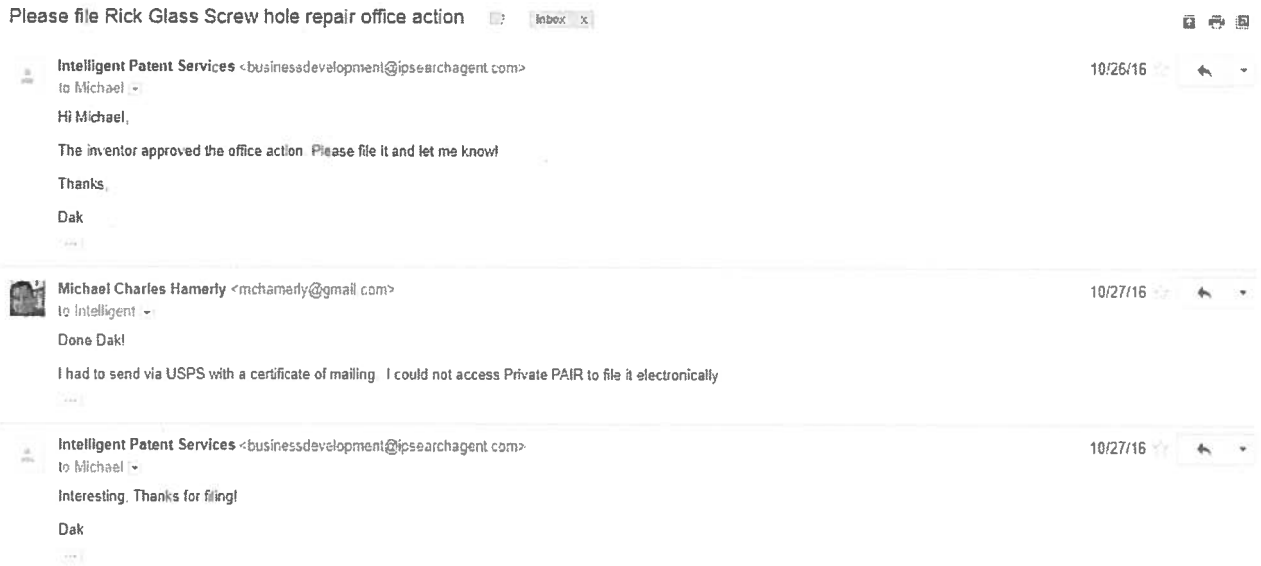


Mr. Hamerly made some very obvious errors, including improperly copying down the date of the original office action. He sent an updated draft:



I sent Mr. Glass the draft, he approved.

Here is my instruction asking Mr. Hamerly to file the office action response for Mr. Glass, and here is his response and confirmation that he did so via USPS:



Please file Rick Glass Screw hole repair office action Inbox ×

Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 10/26/16
to Michael

Hi Michael,

The inventor approved the office action. Please file it and let me know!

Thanks,

Dak

Michael Charles Hamerly <mchamerly@gmail.com> 10/27/16
to Intelligent

Done Dak!

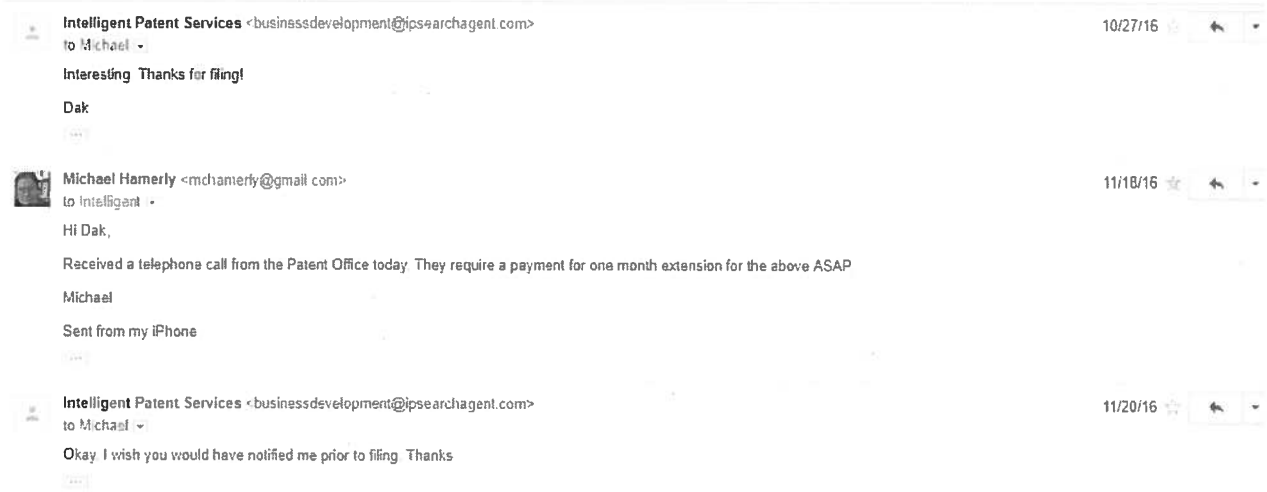
I had to send via USPS with a certificate of mailing. I could not access Private PAIR to file it electronically

Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 10/27/16
to Michael

Interesting. Thanks for filing!

Dak

Here are the subsequent emails, demonstrating how Mr. Hamerly neglects things:



Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 10/27/16
to Michael

Interesting. Thanks for filing!

Dak

Michael Hamerly <mchamerly@gmail.com> 11/18/16
to Intelligent

Hi Dak,

Received a telephone call from the Patent Office today. They require a payment for one month extension for the above ASAP

Michael

Sent from my iPhone

Intelligent Patent Services <businessdevelopment@ipsearchagent.com> 11/20/16
to Michael

Okay. I wish you would have notified me prior to filing. Thanks

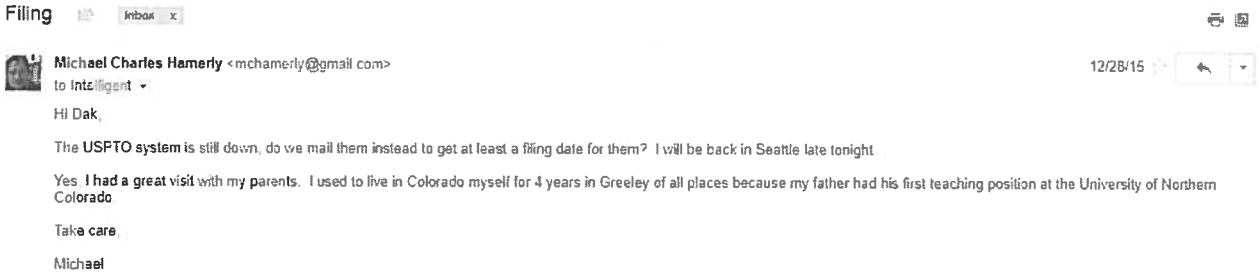
My response was due to the fact that all he had to do was look at the office action mail date and he would have known before he filed that he needed to include the extension fee. That is a painfully obvious oversight for him to make. One of many in our later interactions which led to the cessation of our relationship, and had previously led to the restriction of it to those actions he proved good at previously (he proved quite poor in his ability to perform some actions, for instance he did not seem to understand the requirements for patent drawings at all).

In any case, there is the documentation that clearly catches Mr. Hamerly in a series of lies.

As a side note, in September of 2016 I stopped accepting new clients and running my business, except to help clients we had previously worked with to make sure they were properly served, as I am trying to start a tech platform to help entrepreneurs, which is my dream, my passion, and the reason I ran Intelligent Patent Services.

Mr. Hamerly made a number of strange statements to me over the course of our relationship. He stated his access to his account in the USPTO EFS web was not active so he had to file several cases without his personal account. He told me that his internet had been shut off due to nonpayment. He told me at times something had occurred with his significant other. It always seemed to be something. At first I accepted

this, but over time it started to seem bizarre and possibly not true. He generally eventually finished and filed cases, though sometimes with great delay and often with stories that did not necessarily add up. It didn't seem likely one individual could have all of these issues, but then again I did not know and as long as he finished his work and it was done properly in the end, it was only something that struck me as strange. Here is one such statement from Mr. Hamerly:



Filing Inbox x

Michael Charles Hamerly <mchamerly@gmail.com> 12/28/15
to Intelligent

Hi Dak,

The USPTO system is still down, do we mail them instead to get at least a filing date for them? I will be back in Seattle late tonight

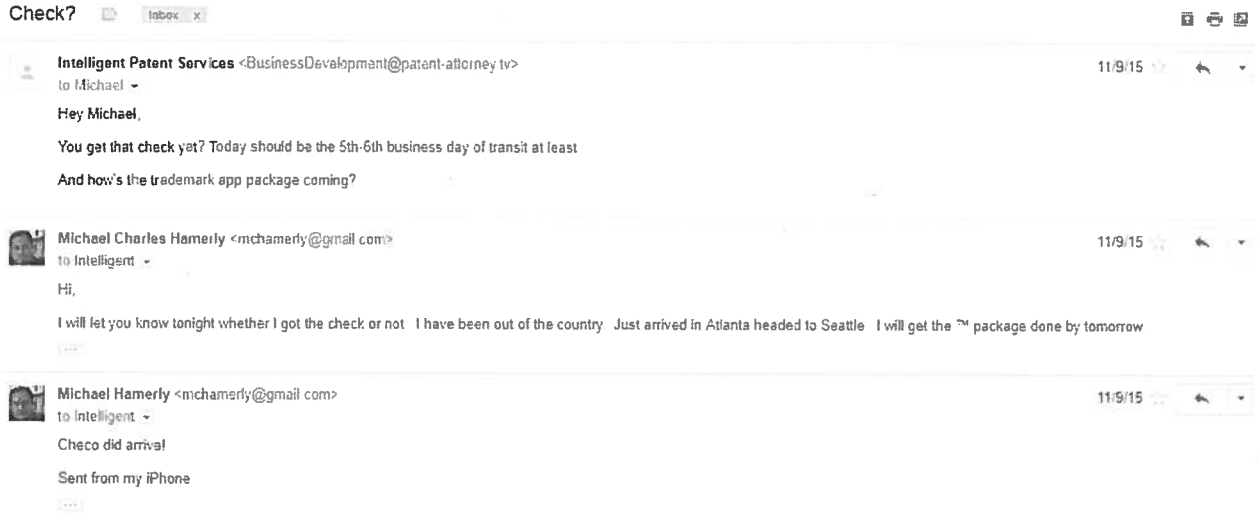
Yes I had a great visit with my parents. I used to live in Colorado myself for 4 years in Greeley of all places because my father had his first teaching position at the University of Northern Colorado

Take care,

Michael

As you can see, he was entrusted to file all applications he was responsible for, and often provided reasons that this was delayed.

Mr. Hamerly was paid by check for all of his cases. His statement that he did not receive payment is not true. Here is a message from him stating that he received payment for one of the cases, it does not describe which case:



Check? Inbox x

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 11/9/15
to Michael

Hey Michael,

You get that check yet? Today should be the 5th-6th business day of transit at least

And how's the trademark app package coming?

Michael Charles Hamerly <mchamerly@gmail.com> 11/9/15
to Intelligent

Hi,

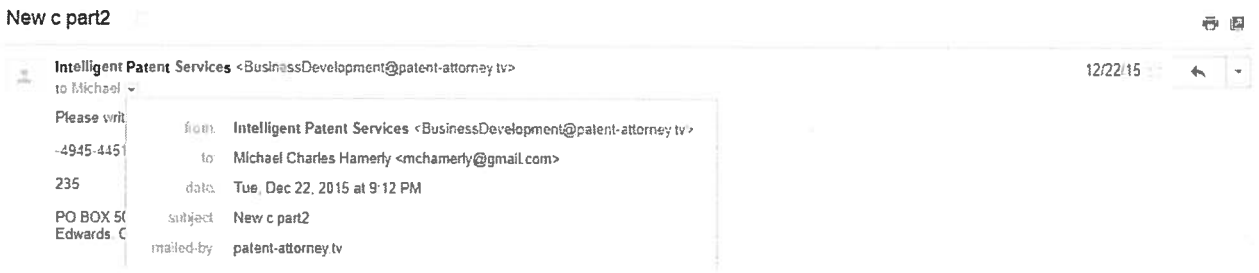
I will let you know tonight whether I got the check or not I have been out of the country Just arrived in Atlanta headed to Seattle I will get the ™ package done by tomorrow

Michael Hamerly <mchamerly@gmail.com> 11/9/15
to Intelligent

Checo did arrive!

Sent from my iPhone

Mr. Hamerly, as with all of the attorneys I have worked with (as could be confirmed by Michael Smith et al) was given my company debit card in order to file patents. Here is an e-mail giving him the card information – I sent two emails with the card information in two halves and asked him to delete the information from his emails in case his email got hacked at some point. Luckily I forgot to delete the sent email and have the documentation:



New c part2

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 12/22/15
to Michael

Please writ

-4945-445

235

PO BOX 5
Edwards C

from: **Intelligent Patent Services** <BusinessDevelopment@patent-attorney.tv>
to: Michael Charles Hamerly <mchamerly@gmail.com>
date: Tue, Dec 22, 2015 at 9:12 PM
subject: New c part2
mailed-by: patent-attorney.tv

New c part2

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 12/22/15
to Michael

Please write these down and delete, as before

-4945-4451

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PO BOX 508
Edwards, CO 81632

Here the beginning of my discussion with Michael regarding the Request for Continued Examination and the Petition to Revive:

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 12/23/15
to Michael

Hey Michael,

What would be the amount you would charge to file an RCE and a petition to revive for the office action that I sent you before to ask what the PTO fees are?

Dak

Michael Charles Hamerly <mchamerly@gmail.com> 12/23/15
to Intelligent

Do we have a power of attorney from the inventor? Is it an individual or a company? Do we need an assignment? I will overlook the information again and get back to you regarding the fees

As can be seen, I often had to remind Michael to do things over quite some time due to his disorganization:

RCE and Petition to revive Quote Inbox x

Intelligent Patent Services <BusinessDevelopment@patent-attorney.tv> 1/6/16
to Michael

Hi Michael,

I never received a quote from you on filing an RCE and petition to revive.

Dak

Michael Hamerly <mchamerly@gmail.com> 1/6/16
to Intelligent

I will get one to you soon. In the meantime what is your take on the fees should be for the client?

Sent from my iPhone

Mr. Hamerly apparently believes himself to be cute and liked to play games. Instead of saying that he "understood" something after he had left a draft with a number of errors, he wrote this:

Michael Hamerly <mchamerly@gmail.com> 12/1/16
to Intelligent

I undeserved that loud and clear

Sent from my iPhone

His email is "mchamerly@gmail.com" a play on MC Hammer.
His resume was sent to me titled "MC Hamerly IP Resume" which is a play on "MC Hamerly I Presume". I'm not sure what Mr. Hamerly's reasons are for lying, except perhaps his actions on the Ledford case, but it is clear that he likes to play games and believes himself to be smarter than those around him, thinking that he could slip by statements like "I undeserved that loud and clear" and no one would notice his superior game/intelligence. I honestly do not pretend to understand Mr. Hamerly or Mr. Le.

As the documentation clearly shows, I have never prepared a patent for any client. I have never filed a case for any client. I have never represented myself as an attorney, and there is documented communication from each individual stating that they understood I was NOT their attorney. My website

has been edited and partially put together by contracted coders, such as an individual webmaster going by 'Mircu' from the now defunct eLance site, and coders tend to put templated or representative information into pages based on their best guess from information they are supplied. I cannot possibly check every aspect of hundreds of pages of my website with the resources I have, however I strongly believe that there is absolutely no information on the site which holds me out in any way to be an attorney. As mentioned in the injunction documents, the page states that the clients will work with experienced and licensed attorneys, which directly excludes me from being that attorney. Those attorneys have included but are not limited to:

Michael Smith
Keith Miller
Xiyan Zhang
Michael Hamerly
Bryan Fischmann
James Keys III
Greg Finch

To my knowledge from what those attorneys provided and stated all of these individuals had at least 5 years of experience and as much as twenty years and are all licensed, which is exactly what the website states. These individuals, and possibly several other licensed attorneys that may have briefly worked with my business, drafted and filed every single case in front of the USPTO that my business ever handled. Several of them have been US Patent Office Examiners, as have several others that offered their services – and on request any client can be matched with an attorney who has been an examiner previously, as stated. Those are true and accurate statements. No customer has ever requested an attorney who was a former examiner, however, so none have taken that offer directly. In fact, as many as half of the customers that call in eventually ask "What firm am I speaking with again? I've called many." So no information on the website is taken as absolute, as the customers simply skim it and then ask questions on the phone or via e-mail about anything that they deem to be important to them. As such, the website is simply considered informational and it states that at the bottom of the page. There is also a disclaimer at the bottom of the site that states that nothing on the page represents legal advice, and that the legal advice would need to originate from the attorney on their case about their specific situation. The website is hundreds of pages with thousands of components, written over time by contracted webmasters – I am not skilled at all in editing or changing the website and at any point where I've even tried to make a change it often turns into 8 hours of Googling coding and struggling with things that I do not know how to do in order to try to get one thing to happen. Which is exactly why there is a disclaimer at the bottom of the website, and it works just fine with the fact that callers at least half the time don't remember who they're even calling, about 98% of the time ask the pricing which is prominently featured all over the website but they still often take in so little information from it that they just want to call and speak to someone. This is exactly why the website states and is considered to be for introductory information only and does not represent, as it states, either legal advice or an exacting, binding, or constantly updated legal document. It is clearly understood by anyone that information on the internet is never updated daily, it is not possible to do so, and thus clients confirm or ask questions either via the phone or via email regarding anything that they consider to be important to them.

At any other firm, there is an HR department to make sure everyone gets paid, secretaries to answer the phones, handle routine communications and observe timelines, a marketing department, someone to hire and manage the IT department/coders, someone to do patent searching, and many other roles. All of those roles are non-legal, but in sum they are very valuable. If one individual could do all of those roles, they would be providing something valuable. That is what I am at my business – very valuable, entirely non-legal. In addition, all of those roles significantly help the customer and the attorneys, which is why

attorneys have chosen to work with my business and why customers were much better served by my business than they would have been by the attorneys alone. Furthermore, by doing all of these roles, I managed to negotiate better rates for my customers. I am incredibly passionate about helping entrepreneurs and making sure that everyone has access to the American dream – that if they have the work ethic, the creativity, and the motivation, they can take an idea and turn it into something. My business has helped many customers pursue the American dream, and I am very proud of that. My business has not been a harm to society nor illegal, but instead a tremendous help to its clients. The instances above stem from the actions of Mr Le, Mr Hamerly, poor memory which is clearly contradicted by documentation, and a payment lost by the USPTO. I made every effort to create great outcomes for every customer I have ever worked with, as is also documented above.

My business never handled any matter of state law or any matter that would appear before a state court, thereby removing as I was instructed by Michael Smith and other attorneys any stipulation that a corporation cannot participate in matters before the national USPTO bar. My business has never participated in any activity that would require licensing before the Bar of the state of Colorado or any other state bar. The court is advised that the USPTO has a national bar with separate stipulations and licensing, that there are individuals who are registered to practice patent law before the USPTO and are not attorneys licensed by any state – these individuals are referred to as patent agents. Again, I have never filed or drafted any patents, office actions, or other matters for any client; the court must note that the practice of patent prosecution alone is different from the practice of other forms of law and does not require licensing in front of a state bar, nor does it ban corporations from participation in state law. In order to comply with this, I have turned down $250,000 patent litigation lawsuits as that would be a matter for state court that we cannot participate in. I have paid roughly $155,832 to the attorneys I have contracted with over the years and taken the advisement of all of the individuals listed above in making sure my business is legal, plus at least two others I worked with briefly. No individual holding themselves out to be an attorney would pass $250,000 lawsuits or pay most of their earnings to attorneys to ensure that everything was done properly. The documentation above shows that myself and my business acted properly and legally on all of those cases, and that is not just my word but clearly documented step by step. Because the USPTO has a separate patent Bar not having the rules that corporations cannot participate in patent law, organizations including Invent Help are in business with the same company structure, and they are not being accused of any of the same things I have received because it is known that they are operating legally. My business is no different, and does not violate any laws or have any improper practice.

I trusted each of the above listed attorneys and at least two more to ensure that everything my business did was in good faith and was legal. I am attaching the Offer of Counsel that Michael Hamerly signed, which demands that he act in accordance to the appropriate ethics code.

As can be seen from the documentation, the clients would have been harmed if left only in the hands of Mr. Hamerly, who would have made many mistakes and neglected to file their cases in a timely manner and in several cases without proper payment. The clients also would have been harmed if left only in the hands of Mr. Keys, who was neglecting to finish Mr. Le's application at all, whereupon I had Mr. Hamerly finalize and file the application. It is my actions, integrity, and business that avoided those situations. Furthermore, the USPTO lost Mr Le's payment causing him to lose his priority date, and I have been informed that during that period of time the USPTO had many such problems with their payment system. Mr. Le could have had the attorneys working with me or any other attorneys work with the USPTO to fix that situation, but he instead resorted to threats and false statements, which are documented.
Many times more clients have thanked my business for the work of my attorneys and have gotten much better outcomes than they would have if they worked with most of our competitors. I have heard countless stories of local attorneys who charged clients $20,000 for a patent, disappeared for six months, took two

years to filed, and then were incredibly unhelpful later. Licensed attorneys at their own practices. I believe that Mr. Hamerly and Mr. Keys would have allowed actions like this if it were not for me managing timelines and effectively acting as their secretary.

I would have to question whether Mr. Hamerly is fit to continue practicing law given not only his repeated errors and neglecting timelines, but now his documented false representations. I am not sure why he entered these false representations, but presumably he was attempting to defend his own license at my expense, knowing that he had acted in an unethical manner. In addition, the other attorneys I have worked with consider our relationship to be privileged under attorney-client privilege, and I consider my relationship with Mr. Hamerly to also be privileged. Thus all of his statements should be considered inadmissable, as well as verified lies, and he would be committing a further ethics violation by making them.

The allegations here are not only proven wrong by all of the documentation, but they come one attorney who appears to be trying to protect himself from his own conduct by hiding behind his license and blaming me for what he has done, and from three individuals who are upset about the USPTO's response to their patent applications – which any patent attorney or any USPTO examiner can tell you that the vast majority of patent applications receive at least initial resistance from the USPTO. Aside from the USPTO apparently losing Mr. Le's payment, there isn't even an allegation that the work performed by my attorneys was done incorrectly. Furthermore, if the USPTO were to locate the payment I am confident they are still able to restore Mr. Le's priority date as the mistake appears to be theirs (though Mr. Hamerly was instructed to make any changes, additions, or anything else he saw fit in order to represent the filing, which would have included counting the claims to ensure the proper fee was paid; and he should have ensured he had access to his USPTO account in order to apply payment to the case directly electronically; but after all of that the USPTO should have applied the payment anyway).

This investigation should be into organizations like InventHelp, and their inferior competitors. For a long time there were organizations like "Worldwide Patent Marketing" who were absolutely terrible, and we helped many customers who otherwise have gotten utterly scammed by companies like them. I believe that company has now been replaced by its equivalent by other names. We once had an individual from Invent Help call and want to work with my business. He stated that "Only 1 in 10,000 of their clients succeed, so it doesn't make any difference." I was appalled and informed him he would never work with me. I have turned down many licensed attorneys who have asked to work with me because their resumes were inferior or their attitudes poor. I have ended relationships with many more, including Mr. Hamerly and Mr. Keys, when they became negligent of timelines and details. I have heard horror stories dozens or even hundreds of times from individuals who worked with other attorneys without oversight such as mine – even if I am nothing more than a glorified secretary and patent searcher. Nonetheless, I made sure that quality work got done and done on time for clients. Again, the issues listed above were, as documented, resultant from Mr. Hamerly, a lost payment at the USPTO, and the actions of Mr. Le. All of the work for all customers was carried out by very qualified attorneys, and to a higher quality than many of those attorneys would have provided independently. In addition, the customers had the benefit of someone who believed fully in their interests vetting the attorneys and making sure they did not get inexperienced or lazy attorneys. I feel that in many instances I cared more about the success of the clients than they did, and was often sad that they didn't make more use of the business advice I had to offer them because I considered our work a failure if they didn't not only get a patent but get a financial success out of their invention and hopefully even change their life. I've never met anyone else in the patent field who seemed to truly believe that and feel that way, and I've met very few if anyone working at any patent organizations who had any significant experience helping businesses succeed in the real world after the attorneys had helped the patent application proceed. For most small inventors and businesses without this piece their idea was destined to become another forgotten filing on the shelves of the USPTO, and I fought with

everything I had to change that whenever I was given an opportunity. I would happily have given hours of advice to Mr. Le, Mr. Montoya, Mr. Ledford and Mr. Glass to help their ideas succeed as well, and certainly gave advice at least to Mr. Montoya, but aside from slight business questions they never asked despite my offer.

In summary, I request that the injunction be waived and the record set straight. I can understand that because I have taken on every non-legal role at my firm that from the outside to investigators it may have been confusing, but something that appears confusing does not in any way, shape, or form mean anything in front of the law. The facts are that I have never practiced law, my business was never involved in any matter of state law, I have never held myself to anyone to be an attorney, I have never written a patent for anyone else, nor filed any patents, office actions, or other matters before the USPTO for any customer. This is all documented above. My website as stated crashed well over a year ago and was totally deleted and then had to be restored from a backup which was years old as there were no automatic backups from the server. This instated many old links, old information, etc, but because I was not operating the business and no one visits the site if it is not advertised, those do not represent active information or advertisement of any kind.
All of the points submitted to me that were, it seems, the result almost entirely of verbal statements I have responded to with clear documentation. Point by point. It appears the only mistake I have made was entrusting Mr. Hamerly and the organizations that licensed him.
My passion is to help entrepreneurs, and while after September 2016 I moved on from my patent business to try to start a tech company, my goal is the same- to help entrepreneurs have the best possible access to the American Dream. Anyone with an idea, creativity, and motivation given the ability to succeed. I will continue to pursue that dream for others until the day I day, as it is my greatest passion and I believe it is one of the greatest things we can provide for our society.

I have done nothing but keep on top of Mr. Hamerly and Mr. Keys to fix their mistakes, and have gotten nothing in return but to have these allegations filed against me – when I was the one fixing the errors and protecting both Mr. Hamerly and Mr. Keys and the clients.
The only reason this inquiry is into me instead of into Mr. Hamerly is I did not feel that he deserved to be disbarred and have his entire future ruined over the things he was doing and the mistakes he was making (as well as his constant supposed lack of access to things like Private PAIR and even the internet). So rather than reporting him, I stayed on top of him and worked with him to get his cases done – and the same with James Keys when he became massively negligent of his cases. Mr. Hamerly responded by breaking attorney-client confidentiality and then entering false statements against me for the things he did in order to try to save himself, when I was trying to help him in the first place and give him a chance to get his act together down the line (and no longer working with me). Since he sees fit to try to take advantage of my silence by blaming his actions on me, I see no reason to continue to try to protect him from himself.

I ask that the injunction be waived not because I wish to run my business at this moment, but because I have every right to and because its operations are fully legal. I have spent years building it and it is far better than almost all alternatives. If I don't choose to run the business any more, it is only because I have found an even more impactful way to help my fellow Americans and entrepreneurs.
Thank you for this chance to set the record straight and clarify that my business has always acted legally and in good faith.