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Case/Reference No:	CV-14-3629-EDL
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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

Todd S. Glassey, In Pro Se,
Micheal E. McNeil, In Pro Se

Plaintiff(s)

v.

Microsemi Inc et Al

Defendant(s)

Civil Action No. CV-14-3629-EDL

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

The Internet Society (including but not limited to its IETF operations group), C/O Corporation Service Company,
1090 Vermont Ave NW, Washington DC, 20005

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

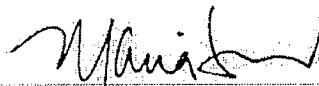
Todd S. Glassey, 305 McGaffigan Mill Road, Boulder Creek CA, 95006 and Michael E. McNeil, PO Box 640, FELTON CA 95018-0640

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

8/27/14
8/27/2014


Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

(San Francisco Division)

TODD S. GLASSEY, In Pro Se
305 McGaffigan Mill Road
Boulder Creek, California 95006

And

MICHAEL E. MCNEIL, In Pro Se
PO Box 640
Felton CA 95018-0640

Plaintiff,

vs.

MicroSemi Inc; The IETF and ISOC, and
the US Government and Industry
partners (including but not limited to
Apple, Cisco, eBay/Paypal, Google,
Juniper Networks, Microsoft, NetFlix,
and Oracle), USPTO ALJ Peter Chen Esq,
and two individuals (Mark Hastings and
Erik Van Der Kaay) as "NAMED DOES"

Defendants.

) CASE NO. CV-14-3629-EDL
)
) JUDGE E. D. LaPorte, Courtroom E,
) 15th Floor USDC San Francisco
)
)
) **COMPLAINT**
) Sherman Act violation, Fourth, Fifth,
) Seventh and Fourteenth Amendment
) Violations; Foreign Antitrust Act
) violation; RICO Act claims against
) Microsemi and IETF; Copyright Fraud
) (IETF); Patent Infringement (IETF et
) Al.); Tortuous Interference; Assorted
) Patent (Fiduciary) Frauds;
)
) Illegal use of FISA Act provisions in
) those violations by Defendant USG
)
) **Jury Demand Endorsed Hereon**
)
)
)

For this Complaint, Plaintiff Todd S. Glassey and Michael E McNeil state as follows:

Defendants, Does, Patents, and Settlement List

1. Plaintiffs are individuals who were, for all times relevant hereto, residents of Santa Cruz County, California.

2. Defendant Microsemi, Inc. ("**Microsemi**"), is, on information and belief, a Delaware corporation with its principal place of business in Aliso Viejo California. This under Bivens includes the "unknown Officers and those controlling the operations of the Defendant Microsemi" as individuals under the Bivens precedent¹.

3. Defendant Symmetricom, Inc. ("**Symmetricom**"), was, on information and belief, a Delaware corporation with its principal place of business in Irvine California.

4. Defendant Symmetricom did, on information and belief, acquire the assets and liabilities of Datum, Inc. ("**Datum**"), in 2002 through a Merger creating a new Symmetricom Corroboration as the successor to Datum.

5. Defendant Erik Van Der Kaay ("**EVDK**") is by information and belief the CEO and Chairman of the Board of the Datum Corp (the umbrella Corp holding the Business units of Datum and its acquired companies);

6. Defendant Datum did, on information and belief, acquire the assets and liabilities of Digital Delivery, Inc. in or about July 1999.

7. Defendant Digital Delivery Inc ("**DDI**") is a Massachusetts based corporation which Plaintiffs retained for Patent Agency legal representation;

8. Defendant Mark Hastings ("**Hastings**") is by information and belief the President and Founder of DDI and later was made the President of the BanCom (Bandwidth Compression) division of Datum Inc;

9. Both Defendants, Hastings and Van Der Kaay are direct signatories to Glassey and McNeil contract documents with both corporations and both names

¹ (*Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971))

appearing on the DDI settlement and Van Der Kaay's on the TTI Settlement as well herein;

10. Defendant Microsemi ("**Microsemi**") is, on information and belief, the successor in interest for any liabilities of Symmetricom, Datum and DDI to Plaintiffs. As such any use of the predecessor name for Microsemi is only intended to indicate the time frame for the action or claim in this ongoing fraud and Sherman Act Violation.

11. The Defendant Internet Engineering Task Force ("**IETF**") is on information and belief, a Industry-Wide Technology Standards Collective and is operated under the banner and law of the US as a subdivision of the Washington DC Corporation called "The Internet Society".

12. The Internet Society ("**ISOC**") operates the IETF is as the world's Global Standards Organization for the Internet and it is the IETF who has produced the majority of the network standards that applications which infringe on the rights here were written from.

- a. This definition of the IETF includes their management under Bivens and membership in the entire IETF as a whole and in several particular groups including but not limited to the **IETF Intellectual Property Rights Working Group (IPR)**, **IETF GeoSpatial Controls Working Group (GeoPriv)**, the **IETF or Generic Network Working Group (IETF@IETF.ORG)** where everyone talks about everything and time-related ones in both **PKIX WG** (the PKI working group areas) and those pertaining to other protocols like **Secure DNS (DNSSEC)** which uses the Infringing IP extensively as just one of many examples of IETF infringements;

13. The Defendant Internet Society ("ISOC" - www.isoc.org) itself includes such other child-organizations as the Internet Corporation for Assigned Names and Numbers ("ICANN") and the American Registry for Internet Numbers ("ARIN") and its foreign instances.

14. Because of the ISOC and IETF dependence on Computers running "Infringing Networking Drivers and Applications" ("**INDA**") the ISOC as well as the IETF, the ARIN, the ICANN, and all other operating infrastructure itself are named collectively as *members of the ISOC Family herein*;

15. And that this matter pertains as such to the ISOC all of its many arms and their publications as well as all electronic events performed online by them since the Cease and Desist Order was served on ISOC and its IETF operating unit through their IETF IPR Filing Process in 2004 (their method of service); As such that the IETF and ISOC are named actual defendants to the matter herein;

The following Parties are NAMED AS DOES in accordance with provisions of the BIVENS² ruling

16. The Defendant "United States Government" ("USG") from Legislative to Administrative branches, because of its dependence on Computers running "INDA" is named as a Defendant DOE and since the full scope of the names therein are unknown to the Plaintiffs at this time this naming convention meets the strict DOES limitations for the US District Court';

² *Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971),

17. Further the following Federal Agencies and Roles are known but the parties filling those roles are unknown at this time and so they are also identified directly as DOES in this matter;

- a. The US Department of Commerce ("**DoC**") and its three key subdivisions (**US PTO** - Patent and Trademark Office, **US NTIA** - National Telecommunications Infrastructure Administration, and **US-NIST** - The US National Institute of Standards and Technology **and in particular its Information Technology Laboratory (NIST-ITL)**)) are entities of the United States Government;
- b. **Defendant Peter Chen Esq**, under Bivens is named as an actual defendant and not a DOE although he now is employed by USPTO, and so is named both under their naming as a DOE and as a real person; Additionally we name Defendant Peter Chen's Lawfirm at the time of the alleged acts herein of Lathem Watkins LLP as a DOE based on Bivens standing for the parties within the firm actually involved (a matter which Discovery will properly disclose);
- c. The **US Department of Energy** as a consumer in operating the US Smart Grid and various other research projects which make it an infringer;
- d. The **US Department of Transportation** and the **US FAA** Flight Tracking and Messaging Systems using infringing technologies nationally herein;
- e. The **US Treasury** as a consumer of the infringed properties and the oversight provider for its agencies the **SEC** as well as the **IRS**;

- f. The **US Department of Defense ("DoD")**;
 - i. Any and all parties (**Boeing, Macdonald/Douglas, Lockheed Corp, General Atomics, et Al**) building or selling Drones or components thereof to the US Government;
 - ii. Any and all parties building selling or transporting **Ballistic Sensor Fused or Controlled Munitions or Munitions Delivery Systems** including but not limited to those ballistic devices used to place objects into low and medium orbital tracks;
- g. The **US Intelligence Community** (all agencies and those attached therein).
- h. **The Office of the President of the United States of America ("POTUS")** and **the operations of the Whitehouse Webserver itself**;
- i. The **Honorable Mr. Jerry Brown, the Governor of the State of California and the State of California itself under** 42 U.S.C. § 1983 and its provisions for Civil Litigation against a State under the ***Enforcement Act of 1871*** and other statutes;

Industry Members of the IETF and ISOC

18. The following are named members of the IETF who all either both use and operate within the IETF itself a formal presence and who both use these controlled Intellectual Properties controlled under the "TTI and DDI Settlement Documents" inside their products and corporate operations both; They include but are not limited to

- a. **Apple Corp**, A Delaware Corporation including all of its external and foreign corporations or assets;
- b. **Cisco Corp**, A Delaware Corporation including all of its external and foreign corporations or assets;
- c. **eBay and Paypal**, each a Delaware Corporation including all of its external and foreign corporations or assets;
- d. **Google**, A Delaware Corporation including all of its external and foreign corporations or assets; and all of its sub-division and free-standing corporations operated outside of the Google brand;
- e. **Juniper Networks**; A Delaware Corporation including all of its external and foreign corporations or assets;
- f. **Microsoft Corporation** a Delaware Corporation and all of its free-standing business units and external corporate assets;
- g. **and Oracle Corp**, A Delaware Corporation including all of its external and foreign corporations or assets;
- h. Additionally there is one other DOE to name as a corporation; That being The **Thales Group ("Thales")** (a Delaware Corporation) the landed US Base of the larger Defense Systems contactor "The Thales Group" of Cedex France, and its **eSecurity Division**, A Delaware Corporation called **"E-Security, Inc"** (nee "nCipher Inc" of Cambridge England).
- i. The eSecurity Division of the Thales Group US operations is located in the State of Florida; and claims against Thales Group and in particular

to the eSecurity Division pertain to its use of TTI Settlement IP and breach of the TTI Settlement through its partner Microsemi;

PATENTS

19. US6370629 ("**629**") the US patent filed in Plaintiffs behalf by Mark Hastings of DDI, **EP-o-997-808A3**, the Abandoned instance of the US6370629 filed in the EU, **BR9904979** the abandoned instance of '629 filed on Plaintiff's behalf in the Nation of Brazil; **CA2287596** is the abandoned filing of US6370629 in the Nation of Canada, as **2000163379** is the number of the '629 filing in Japan, and finally the South African filing **ZA1999/06799**
20. US6393126 (aka "**3126**" also known as US 20020056042 A1) "a System and methods for generating trusted and authenticatable time stamps for electronic documents" ("**3126**"), the US patent filed by EVDK showing himself as inventor of IP "he licensed limited derivative uses of from Master Designs for the TTI" belonging to Plaintiff Glassey; Likewise **CA2398415** (CAI2398415 A1) is the unauthorized filing of US6393126 in the Nation of Canada, it exists in the EU (**EP 1279287** A1) and was expanded by re-filing as the **US 20020056042 A1 WO** patent application which did issue;

SETTLEMENT AGREEMENTS

21. **DDI Settlement** - pertains to the Pre-paid legal service agreement with DDI (the Co-Inventor Agreement) and Datum's limited use of the patents' protected IP while its continuing role as Fiduciary persists. The Settlement

Agreement is the other half of the Co-Inventor Agreement Document Pair that is described in detail in the Co-Inventor Agreement.

22. **TTI Settlement** ("TTI") - pertains to the Datum use of the Glassey TrustedTiming Infrastructure and its limited use of the IP in the United States and State of California legal requirements therein.

23. **Co-Inventor Agreement** - The PrePaid Legal Service Agreement and Patent Assignment Documents (self explanatory) - the original Co-Inventor Agreement to was used to create a patent filing, which became the shared use patent US63709629 with DDI and its successors as the permanent fiduciaries in charge and responsible for the costs in those actions.

JURISDICTION AND VENUE

19. This Court has original subject matter jurisdiction over this suit pursuant because of a number of issues the first of which is that this matter pertains to 28 USC § 1338 because the matters in it relate to patents, International filing of patents and copyright infringements; It also relates to Sherman Act and rulings from the US Supreme Court (MGM Studios v Grokster) and other key rulings which State Courts do not have the authority to apply in this matter.

20. This subject matter pertains to the use of the US Foreign Intelligence Service Act to create a set of "Impossible hurdles" for Plaintiffs to cross to bring this into Federal Court which would stop anyone retaining private counsel through the service of a FISA Act Warrant or National Security Letter in the matter herein;

21. This Court has subject matter jurisdiction over the remaining claims at issue in this suit pursuant to is supplemental jurisdiction as codified by 28 USC § 1367 because they form part of the same case and controversy as those claims relating to patents and their infringement through licensing issued via copyright in Global Network Standards for the use of these intellectual properties.

22. This Court has personal jurisdiction over this matter because the Plaintiffs reside in this judicial district and a substantial portion of the events below took place in this district.

23. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the acts or omissions giving rise to the claims at issue in this dispute occurred in this district.

24. Additionally under the construct of ***Subject Matter Jurisdiction***, because this case uniquely involves both US and a number of both legally and illegally filed International Patents it is both a Sherman Act and the Foreign Antitrust Act with their provisions which now control large parts of the US National Critical Infrastructure this case can only be heard before the US District Court since no State Court has authority to issue Orders against the US Government for patent and international antitrust matters.

25. Finally under Jurisdiction, this matter asks the US District Court a unique and novel question of Federal Law "as to whether Patent Protections in an issued Patent can be set aside by a copyrighted Network Technology Standard under the Defendant IETF's claim that 'Copyright Section 107 Exemptions also allows them to infringe on patent protections on software products they designed the very uses for themselves'".

26. The assertion of this litigation is that this is a statement which on its face directly violates the US Supreme Court ruling in MGM Studios v Grockster while they (the IETF) continue to publish under their own copyright against their use of the technology, a license we allege is "intended to cloud or make impossible to enforce **any Software patent protections globally** against those IP's used without authorization in those standards" and on which they the IETF have since made the world's computers dependent.

27. This question is amplified by the commentary that the IETF in fact uses this same Intellectual Property in the form of programs inside its infrastructure without authorization daily to operate the IETF's computers, and that this was done after codifying it into the global standards for all Local Area Networking today.

28. The question posited on the court by this suit is now that this was formally done to the Plaintiff's IP's and re-licensing enforcement rights by Defendants Microsemi and IETF and their third-party infringers, the question therein before this court is "what are Plaintiffs' recourse herein?".

STATEMENT OF OPERATIVE FACTS

29. This Complaint is being brought in the United States District Court because there are multiple issues in dispute between multiple parties including the US Government and a Global Standards Organization which require the Court to construe the claims of certain US Patents and a set of alleged frauds therein at the Fiduciary level, the relationship of those Patents to US Copyrights when a Global Standards Agency takes that IP and weaves it into the process descriptions of their networking protocols.

30. And finally the effect under MGM Studios v Grokster and other precedents pertaining to Intellectual Property protections what the recourse is against the Standards Agency and their Membership for these actions which force anyone implementing programs that meet that standard to infringe.

31. And additionally for their (the Standards Agency and its parent the ISOC) use of those infringing programs in their own operations.

32. The allegation of the claims is that because the IETF further encoded those protected methods from a US or Foreign Patent into their Standard, this makes anyone using that standard equally culpable for their actions as third-parties to the alleged conversion of private property this suit alleges.

The Complaint

33. This complaint is based on the complaint, supporting evidence exhibits, declarations and memorandums of points and authorities, precedent law, US national IP Policy, *and is fully supported by the US Government mandatory requirements per the TRIPS/PCT treaty agreements.*

34. Additionally aspects of this matter pertain to "a set of alleged frauds which the primary defendant Microsemi committed with in concert with the Global Standards Organization IETF (the Internet Society) to prevent Glassey and McNeil's enforcement demands previously that the IETF and everything it produced since 2004 is based on an active infringement in its operations" and they cease and desist any use of the IP. As such a subsidiary claim against all of the online networking standards produced is included as well.

Defendant IETF and their use

35. The Defendant IETF (The Internet Engineering Task Force) is a global standards organization who operates their infrastructure across the Internet as part of their charter so they use all of the standards they create in the form of programs and infrastructure inside their frameworks. The IETF is an operating unit of the Internet Society and they bear full financial responsibility for its operations and these alleged frauds herein we assert.

36. The IETF has no authorization to use the IP for its own uses and because of that it "likewise cannot publish across its framework anything which infringes because it cannot use that IP inside its own framework".

37. This then is the Catch-22 the IETF has created. They can no-longer operate without infringing the Phase-II Technology Licensing Rights the Plaintiffs are the sole owners of because it is inside the machines they created the standards for.

38. To summarize the claims against IETF and ISOC: The unauthorized use of the Patent-Protected Intellectual Properties is then alleged in both 1) the IETF operating infrastructure and then 2) as direct additions to their documents themselves as the "methods and processes of the protocols they are standardizing"; We further state that this has already been done for a number of the World's Internet Standards such that it created three billion daily infringers; the net-effect is this single Patent now controls (or there are claims for) most all online commerce globally and the loss amounts respective of that include but are not limited to the direct infringements "for any and all Local area and Internet Application Systems" in use globally today.

39. The functional result is that everyone using the Local Area Networking Protocols outside the Internet is also an infringer of those same IP rights;

40. That because of the alleged fraud inside the very standards process itself, an action which could have been stopped by defendant Microsemi as far back as 2004 when the first "Acknowledgement of Glassey and McNeil rights requests were submitted to then 'Symmetricom Corp' as the predecessor to Microsemi", both the IETF (and its membership) and Microsemi equally bear responsibility under the precedents set in MGM Studios v Grokster and others, and are liable herein for any and all damages resulting from their collective and individual actions.

Microsemi blocked verification of all of Plaintiffs verification requests

41. Rather than perform its role under the contract Symmetricom Staff refused to confirm or even respond to the parties we requested they confirm the settlement and our rights to.

2013/2014 Breaches

42. Finally that to Transfer the Settlement Agreement and the Role of Fiduciary codified in it that (see CONTRACTS/DDI-Settlement) Microsemi must formally and publicly assert its liability or no such transfer occurs. Microsemi has refused all communication and demands it agree to the terms of the Contract as the Settlement Agreement requires and that has created a new cause of action in this matter in 2014 which tolls the statutes on all other acts in this matter as well.

43. As such it is in breach of the Settlement Agreement as well currently supporting these claims.

HISTORY: Previous Litigation

44. Prior to the filing of this Complaint in this Court, the Plaintiffs and Symmetricom were parties to a California Superior Court suit captioned *Michael E. McNeil, et al. v Book (Symmetricom) et al.*, which was dismissed without prejudice to any of the claims therein and proceeded as that Court's Case No. CV 165643 (the "State Court Lawsuit").

45. This filing is the transfer of that lawsuit to the Federal Jurisdiction in full because the State Court Lawsuit could not continue to be prosecuted in California Superior Court because, as that case developed, it became apparent that the California itself as the State was conflicted as a major infringer and further the Superior Court would be required to construe "US Patent and simultaneous copyright claims" which no Federal Court has ruled in yet, and perform this ruling against parties in a number of jurisdictions (*the IETF and its international members) to render any judgment on the claims for relief Plaintiffs brought, and that the California State Court lacked the subject matter jurisdiction to do so.

46. Further since the Federal Government is the signatory to the TRIPS agreement the international nature of the abandoned instances of US6370629 patents filed in Japan, Brazil, Canada, South Africa and the EU are only actionable under the TRIPS treaty in the US and only the US District Court has standing in an international treaty.

HISTORY: Plaintiffs' Relationship with Datum

47. In or about October 1997, Plaintiff Glassey approached Datum through Davey Briggs VP of Marketing for the Beverley Massachusetts division of Datum. The purpose of the conversation was to retain Datum to "manufacture a component of the time controls" for an email and document control gateway of Glassey's design. The design was called the Trusted Timing Infrastructure and creates a set of evidence-to-transaction models and the technology to implement them.

48. Initially Datum said "no to building the high-end components of the system" but was very interested in the component level Trusted Local Clock Module as a potential mass-market addition to Datum's existing Board Level Timing Products so they referred GLASSEY to the San Jose California division called BANCOM.

49. At Bancom/Datum Glassey interfaced initially with Mitch Stone ("**STONE**") the VP of Marketing; Glassey's request to Datum if he was right would open new end-user and OEM markets to Datum in the board level timing products area and to further to that Stone opened detailed market analysis discussion between Plaintiff Glassey and Datum, concerning whether Datum and Glassey might undertake broader business efforts together; To allow free and open discussion about Glassey's IP Datum and Glassey entered into a mutual nondisclosure agreement in November 1997 (the "**Datum NDA**"). Mitch Stone processed that NDA.

50. In the months following the execution of the Datum NDA, Glassey and Datum (through Mitch Stone as the principal point of contact) had a variety of conversations and did a variety of industry analysis efforts to determine the total potential of the market sector for this time-stamping evidence system; this effort

included two road trips on which Glassey and Datum VP of Marketing Mitch Stone ran the customer survey with exciting results.

51. The next step was a meeting "with the division presidents of all of Datum and a Board Meeting" which was to happen at a local trade show in Atlanta; to Attend the meeting Glassey was flown out to present the total of the potential to the Board and officers of the corporation for the Trusted Timing Infrastructure components he asked them to build for him. The meeting produced full approval for the joint-development effort.

52. At this point Datum initiated aggressive discussions with Glassey about product design of their systems and how his infrastructure could be used to advance their existing BC635 GPS based timing card as a stand alone and clustered time service module.

53. This excited Datum CEO Erik Van Der Kaay (EVDK); EVDK called Glassey and told him the deal was on. He asked Glassey to both incorporate and bring in at least one more engineering member for his team and promised both guaranteed financing through a monthly payment process to let GMT just focus on the engineering as well as longer term reseller status.

54. To meet that demand, in early 1998 Plaintiff Glassey was joined in his commercial efforts by Plaintiff McNeil in Glassey's new company known as Glassey-McNeil Technologies or "GMT".

55. To support Datum running Payroll for GMT on or about May 4, 1998, Plaintiffs each executed a consulting agreement with Datum for the purpose of securing certain technical consulting services (the "Datum Consulting Agreements"), true

and correct copies of which are attached as Exhibits CONTRACTS:Glassey and Exhibits CONTRACTS:McNeil hereto.

56. The Datum Consulting Agreements were effective from May 4, 1998, to July 4, 1998, and during that period Plaintiffs provided services to Datum exclusively relating to market analysis to support Datum's developing e-commerce division.

57. Upon the expiration of the Datum Consulting Agreements, Plaintiffs and Datum agreed to continue to work together without further written agreements with the understanding, based on the existing Datum NDA, that Plaintiffs would own any and all intellectual property developed by them or shared by them during the term of the continuing relationship and that Plaintiffs would be independent contractors for Datum.

58. Among the tasks Plaintiffs agreed to take on as independent contractors for Datum after July 4, 1998, were the identification of potential acquisition targets for Datum as it sought to expand its e-commerce business.

HISTORY: Plaintiffs' Relationship With DDI

59. From approximately December 1997 onward, Plaintiffs worked to develop other relationships in the industry for the purpose of commercializing their time control technologies.

60. One of the companies that Plaintiffs developed a relationship with was Digital Delivery Inc ("DDI"). Glassey and DDI President Mark Hastings were talking about adding some timing controls to DDI's product suites and so then entered into a Non-Disclosure Agreement (Jun 1997) to further those discussions.

61. Later but under the NDA Glassey disclosed the scope and design of his GeoLocation Controls and Location Based Policy Services to Hastings as his new patent

application; This conversation took place in the employee second floor lounge at Westlaw Main with Westlaw Employee Ruven Schwartz Esq and Datum VP Mitch Stone present. Hastings had accompanied Glassey and Stone to Westlaw to discuss time services and Glassey's Trusted Timing Infrastructure with them as a product potential.

62. Hastings was excited about the idea of using secure time and location information (physical, logical or virtual) as a control aspect of a policy switch. This can be used for many other key applications as well so he became very aggressive with Glassey about getting these 'new features' patent protected and added to Confidential Courier at all costs.

63. One weekend in later August of 1997 Glassey was approached by DDI president Mark Hastings about his (Hastings) acting as Glassey's Patent Agent for the filing of the location based service patent. Glassey initially didnt trust the situation and because Hastings was formally represented by Richards and Fish and they would be representing Glassey before the PTO through Hastings it seemed believable.

64. There were numerous discussions between Glassey and Hastings about this including one key one where it was finally agreed that "with Richards and Fish as counsel of record that Hastings could represent Glassey before the PTO".

65. Under the NDA between Glassey and Hastings, the Plaintiffs turned over the initial Intellectual Properties to the Agent (Hastings and DDI) for the creation of the filing documents for the USPTO;

66. At this Time DDI president Mark Hastings and his counsel from Richards and Fish approached Glassey with a new plan. The "new plan" was that rather than Hastings filing a new patent for Glassey which he would sublicense from Glassey he

would file an amendment to the one he already had and Glassey would share the enforcement rights against its IP through a subsidiary agreement;

67. This was a 100% reversal of the roles under which the original agreement was consummated. Because of this Glassey again was very uncomfortable about and said no initially; it was only after a number of further conversations and Glassey's being assured by Richards and Fish ***the patent would issue quickly*** Glassey agreed.

68. Thus the amended instance of the Hastings "Confidential Courier" patent ("992") was filed in 1998; Everything was fine initially although Glassey and McNeil were concerned about how little of the original ((2 technology one could identify in the filing but it was early in the process and the initial Examination was a year away or so Glassey was told so we just waited.

69. As part of his work with Datum Glassey had introduced Hastings to Datum formally; In early 1999 things changed.

70. Hastings immediately stopped answering questions about the patent's filing and in July in violation of the Co-Inventor "E Assignability Section Hastings reassigned the patent to Datum and sold them Digital Delivery Inc taking a job replacing the then incumbent president of the BANCORM Division of Datum where Glassey's work was done.

71. As to how he did that when Richards and Fish filed the patent originally they omitted the agreement which said the assignment was only valid for one year (in the Co-Inventor Agreement) from the filing and improperly filed it as ASSIGNED instead of CONDITIONALLY ASSIGNED. This allowed Hastings to sign on the reassignment without Plaintiffs Signature. This was corrected with the attached EXHIBITS: PTO-Correction-to-629 (USPTO correction to original filing status).