

Inventor Robert Randall Kelly
P.O. Box 678 Merlin, Oregon 97532
Phone: 805 340 8302
RRKelly@gmail.com

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U.S. District Court for Oregon
Medford Division
310 West Sixth Street, Room201, Medford OR 97501
Clerk: 541-776-3926
<http://www.ord.uscourts.gov/>

Robert Randall Kelly,	Case Number: CV 05- _____
	Document #6420 Version 0.761
Plaintiff	COMPLAINT for Money Damages, Declaratory and Injunctive Relief for Patent Infringement, Identity Theft, Wire Fraud, Mail Fraud, common fraud, conversion, embezzlement, conspiracy, and RICO.
v	
Joseph Wortsmith dba Laser Tools Co., Inc., Laser Tools Company, Inc. a/k/a LTCI Robert Sean Kelly, Patrick R. Kelly, Estate of Robert Royce Kelly, Ryobi Technologies Incorporated, a Delaware Corporation a/k/a RTI, Ryobi America Corporation, One World Technologies, Inc. Techtronic Industries Co. Ltd. a/k/a TTI, Attorney Robert Bugos of Ryobi, Attorney Brandenburg of Brooks of Michigan, Jeffrey M. Dils of Ryobi groups, and unnamed defendants,	Complaint for Money Damages for false marking. Demand for an accounting. Jury Demanded. List of Exhibits.
Defendants	

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Jurisdiction

1. This court has jurisdiction pursuant to 28 USC 1338 which reads in pertinent part:
Section 1338. Patents . . . and unfair competition: (a) The district courts shall have original jurisdiction of any civil action arising under any Act of Congress relating to patents Such jurisdiction shall be exclusive of the courts of the states in patent . . . cases. (b) The district courts shall have original jurisdiction of any civil action asserting a claim of unfair competition when joined with a substantial and related claim under the . . . patent . . . or trademark laws.
2. This court has pendant jurisdiction in other claims.

Venue

3. Venue is proper here in Medford, Oregon, pursuant to 28 USC 1391. 28 USC 1391 in pertinent part reads as follows:
28 USC 1391. Venue generally
 - a. [Irrelevant: Pertains to diversity only.]
 - b. A civil action wherein jurisdiction is **not** founded solely on diversity of citizenship may, except as otherwise provided by law, be brought only in
 - 1 a judicial district where any defendant resides, if all defendants reside in the same State,
 - 2 **a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred**, or a substantial part of property that is the subject of the action is situated, or
 - 3 a judicial district in which any defendant may be found, if there is no district in which the action may otherwise be brought.
 - c. For purposes of venue under this chapter, a defendant that is a corporation shall be deemed to reside in any judicial district in which it is subject to personal jurisdiction at the time the action is commenced. In a State which has more

than one judicial district and in which a defendant that is a corporation is subject to personal jurisdiction at the time an action is commenced, such corporation shall be deemed to reside in any district in that State within which its contacts would be sufficient to subject it to personal jurisdiction if that district were a separate State, and, if there is no such district, the corporation shall be deemed to reside in the district within which it has the most significant contacts.

- d. An alien may be sued in any district.
 - e. (Irrelevant: Defendant officer of U.S.) (f) (Irrelevant: Action against foreign state.)
4. Venue is proper in Medford, Oregon, under 28 USC 1391 because it is. . ." (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred" in that identity theft, fraud, and embezzlement happened in this judicial district.
5. The defendants defrauded and embezzled the poseurs and me in Grants Pass in this judicial district.
6. Venue is proper here under 28 USC 1(b) which reads in pertinent part as follows:
Section 1400. Patents and copyrights, mask works, and designs 1
. . .(b) Any civil action for patent infringement may be brought in the judicial district where the defendant resides, or where the defendant has committed acts of infringement and has a regular and established place of business
7. Some of the actions of the defendants happened in Grant's Pass, Oregon, which is located within the geographical boundaries of this Medford division of this court.

Venue considerations of the main defendants: Ryobi, LTCl

8. Joe Wortsmith's Laser Tools Company, Inc., hereinafter "LTCl" is a corporation with adequate contacts pursuant to *International Shoe Co. v. Washington* (1945)
9. <http://laws.findlaw.com/us/326/310.html> 326 U.S. 310, 66 S.Ct. 154, 90 L Ed 2nd 95 to qualify under 28 USC 1391(c) which is reprinted herein.
10. Similarly, Ryobi and the affiliated Ryobi corporations have adequate contacts pursuant to *International Shoe Co. v. Washington* to qualify under 28 USC 1391(c).
11. All defendants named herein have adequate contacts pursuant to *International Shoe Co. v. Washington* to qualify under 28 USC 1391(c).

Notice of Expected Preliminary Motions

12. We will be asking for bifurcation on the issue of the first manufacturing run of Ryobi.
13. We will seek a court order demanding immediate payment of \$810,000 by Ryobi as compensation for infringement of the first 135,000 units.

14. These 135,000 units have already been sold.
15. I remember that they offered me a written deal regarding the original run. If memory serves the quantity in that proposal was 135,000.
16. I have faxes from Bugos referring to 115,000 as the amount for which they were originally liable.
17. No matter. Discovery will bring out the correct quantity.
18. In the interim I have sold Laser Arbors in this quantity for \$2 each.
19. Triple damages for 135,000 units at \$2 each = \$810,000.
20. Ryobi practiced unfair business practices by refusing to license my invention with me.
21. They would only buy a fixed price license for an unlimited quantity of license units thus depriving me of my rightful monopoly.
22. More importantly they had already exploited my monopoly without paying me one penny.
23. They had already sold infringing devices when I discovered the infringement.
24. Had they done the right thing upon discovery of Wortsmith's fraud we would not be in court.
25. We will seek an Order to Show Cause why Ryobi should not be ordered to immediately disgorge itself of the \$270,000 rightful license fee built into their price to Sears for the first 135,000 units - reserving the issue of triple damages for later - although the bogus patent number with the word "patented" proves their guilt in the very first batch. See exhibit 2. This patent number is from an expired patent that is completely irrelevant. It was affixed as an act of fraud.
26. We will ask the court to order that Joe Wortsmith and his various alter egos disgorge themselves of the \$1 million that he received from Ryobi groups.
27. We will ask the court to order that the poseur Kelly brothers disgorge themselves of the \$30,000 or whatever they received from Ryobi groups.

Plain Statement of Facts pursuant to Rule 8:

Brief List of the main players

28. I am Robert Randall Kelly. I am the plaintiff and inventor. I was born in 1951.
29. I am not related to any of the other Kellys mentioned in this complaint.
30. I invented the Laser Arbor.
31. I patented it. The number is 5,862,727.
32. I own one other patent; it does not pertain to this case.
33. I my career so far I have received two other patents for a total of 4, to wit:
 - a. I received my 1st and 2nd patents which I assigned to my then-employer; they do not pertain to this case.
34. Robert Royce Kelly was born in 1923. He died in 2000. He was very much alive when

Wortsmith was negotiating to buy/ convert/ acquire the patent. This patent was **never** the property of Robert Royce Kelly or any other Kelly except me. His 2 sons are the poseurs. His death certificate is Exhibit 5. His will of December 1998 is Exhibit 6. He mentions no patent in his will. This should have been a tip off to all the defendants.

35. Robert Sean Kelly is one of the 2 poseurs. He is the son of the now-deceased Robert Royce Kelly. He signed a license agreement with Joe Wortsmith pertaining to a patent that he never owned. This agreement is depicted in exhibit 8. He wrote the Affidavit depicted in Exhibit 4.
36. Patrick R. Kelly is the other poseur. He is the son of the late Robert Royce Kelly.
37. Patrick John Kelly is one of the attorneys in this case. He did the probate work for the estate of Robert Royce Kelly. At the time he did more probates than any other lawyer in Grants Pass.
38. Joe Wortsmith is the main villain. He found the now deceased Robert Royce Kelly but was careful to avoid actually talking to him while he was still alive. Wortsmith could easily have talked to Robert Royce Kelly. Joe Wortsmith bought the patent from the poseurs for a promise (see exhibit 8) and then sold it to Ryobi for \$1 million. On information and belief we state that he kept the money.
39. Attorney Bugos is employed by Defendant Ryobi. Bugos directed Attorney Brandenburg in Michigan and Attorney Lindi Baker in Grants Pass to assist him in defrauding me.
40. Jef Dils is an executive at Ryobi. He perpetrated this fraud and fails to do the right thing.

Description of My Patent

41. My patent is shown in Exhibit #3.
42. My patent can be seen online at the U.S. Patent Office <http://www.uspto.gov/> at this following page:
<http://patft.uspto.gov/netacgi/nph-Parser?Sect1=PTO1&Sect2=HITOFF&d=PALL&p=1&u=/netahtml/srchnum.htm&r=1&f=G&l=50&s1=5862727.WKU.&OS=PN/5862727&RS=PN/5862727>
43. One the face of this patent is clear proof that Robert Royce Kelly was not the inventor; my lawyers have their names on the patent, i.e. Attorney William S. Lovell and Attorney Eric Karich are named on the patent.
44. Lovell and Karich are easily reachable from the information on the patent.
45. The clear proof that the poseur was not the son of the inventor is on the face of the patent, to wit: my then address: 747 Bridge Street, Grants Pass, Oregon 97526.
46. More clear proof is in the video which I sent to defendant Wortsmith with an invitation to become a licensee of my patent.
47. This video shows a house and yard that is not the house and yard of the deceased dad of

- the poseur brothers.
48. This video is at this link ___ on the cd that contains the e-version of this complaint.
 49. The poseur's Dad never lived at that address on the patent.
 50. Wortsmith never communicated with the poseurs at that address that is on the patent.
 51. Robert Sean Kelly and other defendants could simply have inquired of either of my lawyers.
 52. The poseurs knew that their Dad never lived at the address designated on the patent.
 53. The poseurs knew that their Dad did not know the 2 lawyers listed on the patent.
 54. The poseurs knew or should have known that the owner of my invention was not their deceased father.
 55. Had they simply called either of these lawyers they would have discovered that the true inventor is still alive.
 56. The father of the poseurs is deceased.
 57. Patent #5,862,727 pertains to my invention called a Laser Arbor.
 58. At first it could be seen at Sears stores.
 59. **My Laser Arbor first appeared around 18 April 2001 at Sears stores.**
 60. It continues to be sold at Sears, Home Depot, Lowes, Diamond and the biggest retail tool stores.
 61. It can be seen on the website for defendant Joe Wortsmith who depicts my invention at <http://www.lasertoolsco.com> .
 62. There Wortsmith claims to have "introduced the patented Laser Arbor to the construction industry".
 63. He did this by taking \$1 million from Ryobi for a patent that he never owned.
 64. Some telling Wortsmith internet pages are appended hereto as exhibit 14.

The gist of this case

65. I offered my invention to Sears, Ryobi, and LTCl and many other prospective vendors.
66. They each rejected my invention.
67. Thereafter Joe Wortsmith embezzled my sales materials and offered my invention to Ryobi who ultimately manufactured it for Sears.
68. All of the defendants knew that the invention was mine.
69. Sears and other vendors have sold millions of my Laser Arbors under various trade names.
70. No defendant has ever paid me even a penny for their infringement of my invention.

The main players in the infringement.

Re: Sears. They are not a defendant. They are nonetheless part of the story.

71. Sears sells my patented device.
72. Early in this story Sears indicated that it expected Ryobi and me to work out a deal.

73. Sears calls my patented device a "Laser Trac."
74. My Laser Arbor is on a variety of their Craftsman brand power saws such as the 10" Miter Saw, 12" Miter Saw, Radial Arm Saw, Compound Miter Saw and possibly more.
75. My Laser Arbor has the Sears part number 0015901.
76. It could at one time be purchased online or at any Sears for \$55.72 plus applicable taxes and S/H.
77. On October 26, 1997, I emailed Craftsman from their web site mentioning my new invention.
78. Tom Murphy, a Sears employee responded by telling me to contact him when I got my patent.
79. After receiving my patent I contacted him by regular mail on March 25, 1999. I never got a response back.
80. Other persons contacted in the Sears organization are Michael J. Burke, the Sears trademark attorney.
81. I got his name off a 'trade name/ trade mark' internet site.
82. I contacted him on 5/19/01 about their infringing Sears Laser Trac miter saw.
83. I wanted to know if the device was patented and if they were in the stores.
84. He didn't know.
85. A few days later on 5/21/01, I got a call from someone named Stew Stanstrom, who said he was a Sears buyer at the corporate head office in Chicago.
86. He asked me if I was interested in the Laser Trac.
87. He said it was in stock and gave me a stock #24315.
88. After the learning of the infringing Sears Laser Trac product, my lawyer, Eric Karich, wrote a letter dated May 31, 2001 to Lynn Hudson Boone, general counsel for Sears.
89. Eric asked why Murphy did not answer my letter to him regarding the infringing Laser Trac.
90. I believe Sears at this point deferred the issue to Ryobi who manufactures the device for them.

Ryobi and affiliates OWT, TTI etc.

91. Ryobi Technologies Inc., hereinafter "RTI" is at 1428 Pearman Dairy Road, Anderson, SC 29625.
92. The phone number is 800 323-4615.
93. RTI manufactures the infringing Laser Trac device for Sears.
94. They also manufacture the infringing devices sold by Ridgid under the name "Exactline Laser Technologies."
95. I believe that RTI has or did have an agreement to supply Sears with the infringing Laser

Trac devices.

96. Robert Bugos, general counsel for RTI is the first attorney that my lawyer Eric Karich dealt with after becoming aware of the infringement.
97. Wortsmith clearly lied to the poseurs when he told them that he knew me well and had long talks with me. See the declaration of Robert Sean Kelly in that regard. Exhibit #4. I only spoke to Wortsmith twice. That was on the phone. It was brief. I asked if he wanted to license my patent. He said No.
98. Wortsmith found a then-living Robert Royce Kelly and duped his sons into believing a cock and bull story that eventually paid them \$30,000.
99. Bugos wanted to believe. He had a duty to look at the address on the patent and investigate the veracity of the dead inventor story.
100. Even after Bugos was informed of the truth he continued to perpetrate the lie by directing Attorney Brandenburg to defraud the U.S. patent office assignment division the fraudulent assignment using the papers depicted in Exhibit #19.
101. This fraudulent exhibit assignment remains to this very day.
102. It is depicted at:
<http://assignments.uspto.gov/assignments/q?db=pat&qt=pat&reel=&frame=&pat=5862727&pub=&asnri=&asne=&asnei=&asns=>
103. This cloud on my title is one very big reason for the litigation today.
104. Attorney Mallin promised to fix this mistake.
105. Instead of fixing it, he pulled another fraud.
106. Although my letter of exhibit 25 clearly points to the proper procedure, Mallin sent me a contract to sell my own patent back to me.
107. This false assignment is the product of Attorney Brandenburg 19 page application depicted at exhibit 19.
108. Extrapolating from the 3% letter depicted in Exhibit 8 it is obvious that Wortsmith was paid exactly \$1,000,000 by Ryobi.
109. It appears that the \$30,000 paid to the poseurs was sold to them as a royalty. Indeed the contract in exhibit 9 is called a "royalty agreement." In fact the poseurs did not know that Wortsmith had sold their putative rights for \$1 million. It is fraud like this that makes the defendants eligible for RICO punishment.
110. As seen in Exhibit 9 , Ryobi took over the responsibility for paying the 3% mentioned in the original deal with Wortsmith depicted in Exhibit 8.
111. To add insult to injury, Ryobi only advanced 10% of their meager \$30,000 to the poseurs who were themselves victims to the sharp dealing of Bugos - as seen in Exhibit 9. They

sold the “million dollar patent” for \$30,000.

112. Note: A expert did the calculation. My patent is worth \$51,000,000 based on government data regarding saws combined with actual sales prices and established prices previously paid for license units.
113. However, time and again I have lost a sale, or I have been forced to reduce my price when the prospective buyer learns about the fraudulent assignment on display to the world at the patent office website at:

<http://assignments.uspto.gov/assignments/q?db=pat&qt=pat&reel=&frame=&pat=5862727&pub=&asnri=&asne=&asnei=&asns=>

Joe Wortsmith and LTCl

114. On or about 4 October 1995 I telephoned Joe Wortsmith, president of LTCl in Little Rock, Arkansas.
115. I invited him to license my patent for his exploitation.
116. He asked me to send my video.
117. On October 11, 1995, feeling secure that my invention was officially disclosed I sent to LTCl a certified letter enclosing a freshly produced video of my Laser Arbor in action.
118. This letter is depicted in Exhibit 16.
119. I sent the video to Joe Wortsmith and Dennis Milam via certified mail #Z 202 252 037.
120. The address of LTCl was 12221 Arch Street Pike Little Rock, Arkansas 72206.
121. Their phone number is 501 888 8831 and 800 598-5973.
122. I made a follow up call a month later.
123. Joe Wortsmith said he was not interested.
124. I asked for a return of the video tape.
125. He did not ever return the video.
126. LTCl continues to advertise my Laser Arbor on their website as you can see on page b of Exhibit 14.
127. The website is <http://www.lasertoolsco.com> .
128. In response to my initial request to Wortsmith to return my video I received nothing.
129. I heard nothing back from LTCl until 7 years later, in the year 2001.
130. That’s when I discovered that my patent as indeed being exploited and I traced it back to Wortsmith and his fellow conspirators.
131. In retrospect I now see that Wortsmith sold what was purported to be my patent for \$1,000,000 to Ryobi.
132. One of the results is a cloud on my title to this day.
133. Previously I was convinced by Robert Sean Kelly that he was merely innocently duped; I

- know see that he was a conspirator.
134. The probate papers and his failure to list the patent in the inventory prove his guilt.
 135. Wortsmith and Ryobi conspired to defraud even their fellow conspirator.
 136. Although they called the agreement a “royalty agreement” in fact it was merely a sale of the entire patent.
 137. The poseurs might reasonably have expected 3% of the gross sales from Laser Arbors.
 138. Instead they paid a 97% commission for Wortsmith to broker to Ryobi their putative patent..
 139. The 3% amounted to \$30,000 as shown in page of Exhibit 9.

Robert Sean Kelly and his brother - and mother - and lawyer.

140. Defendant Robert Sean Kelly is one of the 2 poseurs. He lives at 1415 Bidwell, Portland, Oregon 97207 or 97202. Home phone 503 232-5670. Cell 503 449-5304.
141. He was the executor of the estate of his father who was Robert Royce Kelly of Grants Pass.
142. Robert Sean’s Kelly ‘s mom is “Hope”.
143. Hope is the ex wife of the now deceased Robert Royce Kelly.
144. Hope works on Thursdays and Fridays at the law office of Patrick Kelly, the lawyer who did the probate papers for free.
145. Hope should also know me because when she worked at Umpqua Bank she opened an account for me and would have noted that my name is similar to that of her ex-husband.
146. The then-living Robert Royce Kelly was, according to the poseurs, unable to communicate with them regarding the patent.
147. However, the head poseur appears to have committed a convenient lie.
148. He backdated the date of death of his father by one year in his affidavit. This affidavit is depicted is Exhibit #4. The backdating happens in the last line of the first substantive paragraph.
149. The true date of death is depicted in Exhibit 5 which is the death certificate.
150. As to certification of the death certificate, it is part of the 19 page application of Attorney Brandenburg and is certified by the patent office.
151. The certification and 19 pages are depicted at Exhibit 19.
152. The backdated death date precludes the question of why they did not simply ask their dad about the invention.
153. I suspect that the poseur lied about the relative dates of the stroke and the contact from Wortsmith.
154. I suspect that the poseur invented one of the strokes.
155. I suspect that Wortsmith contacted the poseurs as early as January 1999 or even earlier.
156. We will found this out through discovery.

157. From the affidavit of exhibit 4 we can see that the father was alive for a year during which Wortsmith could have asked him about his alleged invention.
158. In other words, the father was alive from January 1999 to April 2000 - well over a year.
159. My patent is notice to the world of how to get hold of me.
160. It lists my two lawyers and my address on Bridge street in Grants Pass.
161. My patent was issued in January 26, 1999 (see exhibit 3) around the time that Wortsmith first called the poseur - as related by the poseur in the 2nd paragraph of his affidavit depicted in Exhibit 4.
162. Exhibit 8 shows that the poseur son Robert signed the agreement with Wortsmith on 2 Feb 2000 more than 2 months before his father died.
163. I believe that Wortsmith and the poseurs could indeed communicate with the now deceased dad.
164. Therefore I believe that their plea of ignorance is a lie.
165. Also, I was represented by counsel!
166. Although Wortsmith is not bound by ethical standards of lawyers, Bugos is so bound.
167. Bugos chose to violate his ethical duty and contact me directly - almost.
168. Bugos and Lindi Baker should have communicated with my lawyers - not my putative son!
169. Let me clarify: If the defendants indeed believed that the stroke victim was me, then they should have contacted my patent lawyers - whose addresses and telephone numbers on my patent papers are notice to the world of how to get hold of me
170. Incidentally the final probate order was entered Nov 9, 2000 almost 2 years after the patent issue and yet it was not mentioned in the inventory of property
171. When Attorney Brandenburg sent his 19 page application to the patent office he conveniently omitted the inventory of the estate.
172. The patent would have been the most valuable asset in probate.
173. If Robert Sean Kelly, the son, did not mention the patent then he violated his oath as executor.
174. If he failed to tell his lawyer then there was a reason; obviously the reason was this: avoid scrutiny.
175. He knew it was a lie.
176. All defendants perpetrated the lie in order to make sure that the conversion was a successful tort in order to further their own unjust enrichment.
177. Had Brandenburg provided this exhibit of the inventory he would have prompted the very scrutiny that would have exposed this operation as the fraud that it is.
178. The fact that he omitted it proved his guilt.

179. Bugos had Brandenburg do the dirty work in order to give himself plausible deniability.
180. Incidentally, where is this alleged power of attorney referred to by Wortsmith in the 3% letter depicted in exhibit 8. Answer: Maybe in the probate file.
181. And there was no subject matter because he did not ever get a patent! We continue to return to this point. He had no patent - but everybody should have known. They lied as much as they needed to lie.
182. Bugos gave himself plausible deniability by having his minions do the contacting.
183. Incidentally, Lindi Baker is now a judge.
184. From Exhibit 9 Robert Sean Kelly and his brother Patrick were to receive a check for \$3,000 upon signing from defendant RTI (Ryobi group) for a my patent - something that they never did own.
185. To his credit Robert the son said to me that he did not cash his check.
186. Their probate lawyer was Patrick John Kelly, 717 NW 5th Street, Grants Pass, Oregon. Phone: 541 474 1908.
187. Lawyer Kelly handled the estate of the deceased Robert Royce Kelly.
188. However the will (Exhibit 6) does not mention a patent. That was a clue that should not have been ignored - and would not have been ignored but for fraud.
189. See page 6 of Exhibit 9 for the signature of Attorney Lindi Baker on the letter to the poseurs. Attorney Lindi of Schultz, Salisbury, Cauble & Dole (hereinafter "Attorney Schultz etc."), 111 S.E. 6th street, Grant's Pass, Oregon 97528 (888 870 8825) acted at the behest of Ryobi to perpetrate the infringement on my patent.
190. Further information regarding Wortsmith was relayed to me by Robert Sean Kelly.
191. On or about October 2000 Wortsmith forwarded my video to Ryobi under the false pretenses that he was licensed by the patent owner, me.
192. In fact Wortsmith had rejected my license offer immediately upon receiving it on although he did keep the video with the express intent to attempt to exploit my patent.
193. The opportunity came years later when he found a guy with a name almost the same as mine - differing only in the middle name but having the same middle initial. See the "list of players" above.
194. Why did he not simply contact one of the two lawyers listed on my patent papers?
195. He obviously was reacting to the news of this patent.
196. It is no coincidence that Wortsmith found poseur Kelly in the same month that my patent issued.
197. Wortsmith was motivated by this superb patent; he could very well have looked at the front page of the patent.

198. The likely inference is that he seized the opportunity to perpetrate this fraud; he likely avoided the lawyers for fear of exposing his scheme.
199. On October 27, 1997 I offered my patented product to Sears. My offer is depicted in Exhibit 13.
200. On June 8, 1995 I offered my invention to Ryobi by certified letter. This letter is depicted in Exhibit 11.
201. Ryobi rejected my offer. Their rejection is depicted in Exhibit 12.

Techtronic Industries - parent of Ryobi

202. Techtronic Industries Company Limited, a/k/a TTI Power Tools, hereinafter TTI is the parent of Ryobi.
203. Roy Chi Ping Chung is their Managing Director.
204. Patrick Chan is their executive director.
205. Their Headquarters is at 24/F CDW Building, 388 Castle Peak Road, Tsuen Wan, N.T. Hong Kong. Telephone 852 2402 6888. Fax: 852 2413 5971,
206. Chairman's Office, Horst J. Pudwill CEO 1806 Central Plaza 18 Harbour Road Wan Chai Hong Kong Tel: 852 2802 9068. Fax: 852 2827 0082.

One World Technologies - Ryobi affiliate: fraud on me and the patent office

207. One World Technologies, Inc., hereinafter "OWT" Anderson, South Carolina is another corporation that is part of the Ryobi group of companies.
208. It is located in the same state as RTI.
209. It has the same employees earning and handling the patents that have issued to Ryobi.
210. This company filed for a design patent on May 9, 2001 for a Laser Arbor. This design patent is depicted in page 2 of Exhibit 10.
211. Not coincidentally, this was one day before Ryobi fraudulently infringed by fraudulently obtaining a signature from the poseurs on a fraudulent assignment depicted in Exhibit 9.
212. Their patent issued July 16, 2002.
213. Their design patent has the same name as my utility patent.
214. Their design patent names my Utility patent as Prior Art.
215. This name is part of their scheme to convert, defraud, and infringe.
216. It is a ghost patent designed to deceive the unwary and naive.
217. The law requires permission of the utility owner in order to obtain a design patent.
218. The conspiring perpetrators perpetrating this fraud against me and the patent office are:
219. Yue; Siu Sum (Hong Kong, CN)
220. Thurler; James E. (Pickens, SC)
221. Kaiser; William E. (Anderson, SC)

The attempt to create plausible deniability for the lawyers who drew up the various documents instrumental to the fraudulent assignment.

222. On 25 May Attorney Lindi Baker knew or should have known that the Kelly brothers were poseurs.
223. Attorney Linda Baker executed an affidavit of Robert S. Kelly and a fraudulent assignment.
224. Her work is depicted in Exhibit 9.
225. Attorneys Brandenburg and Bugos conspired to record the fraudulent assignment depicted in Exhibits 9 and 20.
226. Attorney Bugos of RTI directed the writing of the fraudulent assignment.
227. They did so by the fraudulent application package depicted in the certified record from the patent office depicted in the 19 pages that constitute Exhibit 19.
228. Had they called the patent office promptly on receipt of the letter from my lawyer on May 31, 2001 the could have prevented the publication on June 6, 2001, by the patent office of the assignment.
229. I myself telephoned Sears's lawyer Burke on May 18, 2001.
230. I made a contemporaneous note of this telephone and stored the note on a cd which I have disseminate to my lawyer.
231. They should have stopped the assignment but they went forward with it and caused grievous damage.
232. To this day they have refused to correct this fraudulent assignment.
233. Attorney Brandenburg hung up when my attorney called him.
234. The head of the Brooks firm said "This is the last we will be talking to you" and refused further conversation regarding the assignment.
235. Recall that way back in 1995 I contacted Ryobi via certified mail on June 8, 1995 as depicted in Exhibit 11 to offer to license my patent.
236. They replied with a letter of no interest depicted in Exhibit 12.

History of my patent pertinent to all causes of action

237. In December 1993 I invented my Laser Arbor.
238. On November 28, 1994 a notary public notarized my sketch of my Laser Arbor for me.
239. On Feb 6, 1995 I filed a document disclosure with the US Patent office by certified mail.
240. Thereafter on Feb 10, 1995 I received from the Patent Office confirmation #369701 for my disclosure.
241. Thereafter I built a prototype of my invention.

The video that I made and Joe Wortsmith misappropriated to perpetrate his poseur scheme

242. Thereafter, on June 16, 1995, I produced a video tape of my invention in actual use.
243. This video is Exhibit 27. It is on the cd and can be seen at this link: _____
244. This is the video that defendant Joe Wortsmith misappropriated.
245. Although Joe Wortsmith knew it was my video tape of my invention, he found a person with the same name as was on my patent (to wit: Robert R. Kelly) in the same town (Grants Pass).
246. Then Joe conspired with the son of the not-yet-dead stroke victim to eventually pose as the executor of the estate of a patent holder - and yet the poseur failed to mention the patent in the inventory of the estate - which proves his guilt.
247. In October 2000 the poseur proved his guilt by neglecting to mention the patent in his probate proceedings after he had signed a deal with Wortsmith in February. See the 3% letter shown in exhibit 8.
248. Thereafter on May 12, 2001, knowing full well that his late father was not ever a patent holder, this poseur signed a deal put before him by Ryobi and its minions. These papers are depicted in exhibit 9.
249. At Exhibit 9 Ryobi promises to pay \$30,000 to the poseurs.
250. This is the 3% promised by Wortsmith in Exhibit 8.
251. The proof of scienter is in the other fraudulent activities that they did on the same day, to wit:
 - a. Ryobi obtained a design patent based on my utility patent.
 - b. They intended to rely on the design patent thereby reducing scrutiny.
252. I began to produce literature to market my invention.
253. On March 11, 1996 I received my provisional patent with an application number of 60/ 033, 244.
254. The significance of this was that I could then say that I had a "patent pending".
255. On October 26, 1997, I emailed Craftsman from their web site mentioning my new invention. Mr. Tom Murphy a Sears Craftsman Associate responded by telling me to contact him when I got my patent. After receiving my patent I contacted him by regular mail on 3/25/99. I never got a response back.
256. On January 26, 1999 I received my utility patent #5,862,727.
257. Thereafter the design patent filed by Ryobi proves their guilt.
258. A utility is the dominant and major patent.
259. A utility patent is distinguished from a design patent in that the utility patent is the patent on the function and operation of the machine.
260. By comparison, a design patent is merely a decoration or accessory.

261. Defendant Ryobi attempted to bolster their previous fraud by obtaining a fraudulent design patent.
262. A design patent is parasitical to a utility patent.
263. Ryobi has no utility patent for the Laser Arbor.
264. Therefore Ryobi's design patent is a legal nullity, the product of fraud.

The head start by Sears ruined my chance to license Skil/ Bosch.

265. In October of 2000 my lawyer Eric Karich sent me to David Halstead who eventually led me to be in a position to license my invention to Skil/ Bosch.
266. David Halstead is a major buyer and supplier of tools to the construction industry,
267. He used his access to the executives at Skil/ Bosch to obtain an introduction for me.
268. I signed an agreement with Skil/ Bosch.
269. I built a prototype of my Laser Arbor for Skil/Bosch.
270. As depicted in Exhibit 15 Skil/ Bosch sent me a letter of intent to continue moving toward a licensing agreement on May 1, 2001.
271. On May 14, 2001 Skil/ Bosch announced that they discovered that Sears was selling a Laser Arbor which Sears called Laser Trac.
272. Skil/ Bosch did no more business with me.

Discussion with Sears led me to Ryobi - who had rejected my offer 6 years earlier

273. On May 17, 2001 I began an internet search regarding the infringing Sear Laser Trac.
274. Note that this was only 5 days after Ryobi had tricked the poseurs into selling their putative "million dollar patent" for a mere \$3,000 up front and \$27,000 more later.
275. I found the name of an attorney who did the Laser Trac trademark filing for Sears.
276. On May 18, 2001 I telephoned this man; he is Attorney Michael Burke, in-house counsel for Sears.
277. Burke told my lawyer Eric Karich that Ryobi manufactured the infringing devices for Sears.
278. The product had been on the market by Sears for 3 weeks then.
279. I bought one and inspected it.
280. It infringed on my patent.
281. It had a patent number. That number 3 054 901 is depicted in Exhibit 2.
282. On Dec 17, 2001 I photographed the infringing Laser Arbor.
283. That photograph is depicted in Exhibit 2.
284. The patent number was a false marking applied by Ryobi.

The fraud and deception of Ryobi: Telling me that they weren't interested and then conspiring to defraud me; false marking; conspiring with Wortsmith and the poseurs; defrauding the patent office with a bogus fraudulent design patent on the

same day.

285. That patent number pertains to an expired patent for an irrelevant device having nothing to do with the infringing device.
286. It proves that Ryobi was well aware of the infringement when they manufactured the very first batch of 135,000 Laser Arbors.
287. My lawyer Karich immediately began negotiating with Attorney Bugos.
288. Bugos is in-house counsel for RTI (Ryobi Technologies Incorporated).
289. Ryobi had previously rejected my offer to license 6 years ago.
290. I wrote to Ryobi via certified mail on June 8, 1995.
291. My letter is depicted in Exhibit 11.
292. They replied back with a letter of non-interest depicted in Exhibit 12.
293. Jeff Dils who signed the letter has since been promoted; he is now a top person for Ryobi.

Ryobi having paid the poseurs in May 2001 was now caught red-handed.

294. Remember, it was May 14, 2001 when Skil/ Bosch told me that Sears already had my Laser Arbor on the market.
295. Just 2 days earlier, On May 12, 2001, Ryobi had signed a deal with Robert Sean Kelly (a poseur - not an inventor or patent holder) promising to pay him and his brother \$30,000 as complete payment for a license that they did not own. This written agreement is depicted in exhibit 9.
296. Extrapolating from 3% we see total price paid by Ryobi was $\$30,000 / 3\% =$ a cool \$1,000,000
297. Wortsmith apparently paid himself a 97% commission on the bogus license from the poseur.
298. It appears more likely that Wortsmith kept the entire \$million and persuaded Ryobi to pay the \$30,000.
299. The poseurs were nonetheless satisfied because they obtained \$30,000 for nothing.
300. On May 12, Ryobi and the poseur sons signed a formalized agreement depicted in Exhibit 9.
301. The infringing devices had been built and were in the store before Ryobi bought what was purported to be my patent from the poseurs.
302. In the first week of June, 2001 Eric, my lawyer, told me about a guy named Robert Kelly from whom Ryobi's bogus license was obtained.
303. Further investigation showed that this guy was a poseur.
304. His name is Robert Sean Kelly the son of now deceased Robert Royce Kelly of Grants Pass, Oregon, the town where I lived when I received my patent.

305. Ryobi, who had paid \$30,000 to the poseurs and \$1,000,000 to Wortsmith now offered me \$80,000 which I rejected.
306. On 10 December 2001 Ryobi offered \$400,000 which I rejected.
307. Approximately six months after hearing about the poseur I searched for this Robert Kelly among approximately 10 or more Kellys in Grants Pass, Oregon.
308. One Clyde Kelly told me that his deceased brother's sons had sold the patent that his brother never owned.
309. I telephoned one of the sons, Robert Sean Kelly, approximately 6 months later in or around November 2001.
310. The poseur wrote in his affidavit of Jan 28, 2002, what we talked about. This affidavit is Exhibit 4.
311. The poseur said that Joe Wortsmith had convinced him that his father, Robert Royce Kelly, was the inventor of the Laser Arbor.
312. At first I was fooled because the poseur lied in his affidavit.
313. The lied by backdating the date of the death of his father.
314. This made it appear to me that indeed the poseur was duped.
315. In reality the father was very much alive for over a year while Wortsmith and the poseur schemed and negotiated.
316. We are now full circle back to Joe Wortsmith, the LTCI CEO who rejected my invention in 1995 but neglected to send my video back.

Retrospect. What Wortsmith did after rejecting my invention in 1995. He built a copy of my Laser Arbor using my patent disclosure that I sent them in 1995. He was promoting my invention (for which he fraudulently claimed ownership) at trade shows and that is how Ryobi found them.

317. Obviously Joe Wortsmith used my video and disclosure materials to build a my Laser Arbor.
318. Incidentally I already had built a working prototype which was depicted in my promotional video.
319. This proves Joe's guilt.
320. Why would a person build a 2nd prototype identical to the first?
321. Answer: Deception.
322. Wortsmith had the video of my prototype.
323. He portrayed the patent as his own even before he had procured what was purported to be my patent.
324. The poseur gave me a picture of a letter that he got from Wortsmith along with the prototype.

325. This letter picture is depicted in Exhibit 7, page 4 and mentioned in the Affidavit of Exhibit 4.
326. Wortsmith signed an agreement to pay the poseur 3%.
327. 3% of what?
328. Wortsmith purposely left this blank to facilitate a sharp deal.
329. Rather than pay a royalty to the poseurs, he acted as their agents and paid himself a 97% commission on the \$1,000,000 license fee paid by Ryobi.
330. He sold the putative rights to the patent to Ryobi for a cool \$1,000,000.
331. Based on exhibit 9 we believe that Ryobi paid the 3%, the \$30,000 directly to the poseurs.
332. On Sept 27, 2000, the poseur received a "prototype" counterfeit Laser Arbor from Joe Wortsmith.
333. On Oct 12, 2000, Joe Wortsmith became infuriated because the poseur has retained a lawyer to draft a formal agreement.
334. Ryobi later refused to ratify the 3% deal but instead ripped the poseur off by buying from him on May 10, 2001, the patent that the poseur did not own.
335. Poseur Robert Sean Kelly said that he did not ever cash the check.
336. The poseur told me and I now assert the following sentence on information and belief:
337. The poseur on Feb 26th, 2002 took photographs of a Laser Arbor manufactured by Wortsmith.
338. This photo is depicted in exhibit 7.
339. Ryobi approached Wortsmith at a trade show.
340. Some months after Oct 12 2000, Brian Whiffen of Ryobi telephoned the poseur saying that Ryobi purchased the rights to the Laser Arbor from Wortsmith.
341. Ryobi wanted to buy the remaining rights from the poseur.

Wortsmith has never contacted me. Instead Wortsmith misappropriated my patent and tried to see it as his own using the vehicle of the poseur who was either an accomplice or duped.

Summary of causes of action arising from this plain statement of facts.

Cause of Action against Ryobi: Interference in potential advantage. I could have sold to Sears.

342. I could have sold licenses for that first production run of 135,000 units referred to in exhibit 21 as 115,000 units.
343. Ryobi and LTCl stole that opportunity.

Cause of Action: Infringement by Ryobi

344. I have tried to negotiate with Ryobi.

345. They refused to answer my last two letters to them regarding negotiation and settlement.
346. They reneged on their promise to undo the fraudulent assignment perpetrated by their lawyer defendant Brandenburg whose work is depicted in Exhibit 19.

347. This assignment can be seen at the following link:

<http://assignments.uspto.gov/assignments/q?db=pat&qt=pat&reel=&frame=&pat=5862727&pub=&asnr=&asnri=&asne=&asnei=&asns=>

348. Ryobi cannot deny that they infringe; they print my patent number 5 862 727 right on their Laser Arbor.

349. Infringement is defined as by 35 USC Section 271. Which reads in pertinent part:

Infringement of patent:

- a. Except as otherwise provided in this title, whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent.
- b. Whoever actively induces infringement of a patent shall be liable as an infringer.
- c. Whoever offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use, shall be liable as a contributory infringer.
- d. No patent owner otherwise entitled to relief for infringement or contributory infringement of a patent shall be denied relief or deemed guilty of misuse or illegal extension of the patent right by reason of his having done one or more of the following:
 - 1 derived revenue from acts which if performed by another without his consent would constitute contributory infringement of the patent;
 - 2 licensed or authorized another to perform acts which if performed without his consent would constitute contributory infringement of the patent;
 - 3 sought to enforce his patent rights against infringement or

- contributory infringement;
- 4 refused to license or use any rights to the patent; or
- 5 conditioned the license of any rights to the patent or the sale of the patented product on the acquisition of a license to rights in another patent or purchase of a separate product, unless, in view of the circumstances, the patent owner has market power in the relevant market for the patent or patented product on which the license or sale is conditioned.
- e. (Irrelevant. Pertains to biological patents.)
- f.
- 1 Whoever without authority supplies or causes to be supplied in or from the United States all or a substantial portion of the components of a patented invention, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, shall be liable as an infringer.
- 2 Whoever without authority supplies or causes to be supplied in or from the United States any component of a patented invention that is especially made or especially adapted for use in the invention and not a staple article or commodity of commerce suitable for substantial non-infringing use, where such component is uncombined in whole or in part, knowing that such component is so made or adapted and intending that such component will be combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, shall be liable as an infringer.
- g. Whoever without authority imports into the United States or offers to sell, sells, or uses within the United States a product which is made by a process patented in the United States shall be liable as an infringer, if the importation, offer to sell, sale, or use of the product occurs during the term of such process patent. In an action for infringement of a process patent, no remedy may be granted for

infringement on account of the noncommercial use or retail sale of a product unless there is no adequate remedy under this title for infringement on account of the importation or other use, offer to sell, or sale of that product. A product which is made by a patented process will, for purposes of this title, not be considered to be so made after -

- 1 it is materially changed by subsequent processes; or
- 2 it becomes a trivial and nonessential component of another product.

- h. (Irrelevant. Liability for infringement by state agency.)
- i. (l) As used in this section, an "offer for sale" or an "offer to sell" by a person other than the patentee, or any designee of the patentee, is that in which the sale will occur before the expiration of the term of the patent.

Unfair Competition defined by Section 337 of Tariff act of 1930

350. Section 337 of the Tariff Act of 1930 declares that unfair methods of competition and unfair acts in the importation of articles into the U.S. are unlawful. More particularly, importation into the U.S., or sale for importation into the U.S., or sale within the U.S. after importation (a) of articles that infringe a valid and enforceable U.S. patent, or (b) of articles which are produced by means of a process covered by the claims of a valid and enforceable U.S. patent are unlawful activities.
351. By statute, my patent is presumed to be valid. 35 U.S.C. 282.
352. Exhibit 15 depicts a letter of interest from Skil Bosch written on May 1, 2001.
353. From my conversation with Sears Lawyer Michael I know that on or about May 1, 2001, Sears began selling their Craftsman saws infringing on my patent.
354. Ryobi manufactured the Laser Arbors, imported the Laser Arbors, sold the Laser Arbors Sears, and otherwise infringed on my patent.
355. **Therefore Ryobi must have designed and manufactured the infringing devices before they even bought the patent from the poseurs on May 12, 2001.**
356. Also Ryobi reneged on the 3% deal of exhibit 8 that they purchased from Wortsmith. They called it a "royalty agreement" in order to defraud the poseurs. It was not a royalty agreement. In fact it was ostensibly a total purchase of the extremely valuable patent for a mere \$30,000 using with the papers depicted in Exhibit 9. This is part of a pattern that constitutes RICO.

Proof of Scienter

357. Sears calls their Laser Arbor a Laser Trac.
358. The inside of a Laser Trac, is identical to my December 1993 original sketch.
359. See Exhibit #1 for a side by side comparison.
360. This sketch is included in my disclosure document which I registered with the patent office and then delivered to forgerer Wortsmith.
361. They did not merely infringe; they stole the entire patented invention. They took it all - so they thought.
362. The proof of scienter is in the patent number 3,054,901 cast into the case as seen in exhibit #2.
363. Ryobi removed the word "PATENTED" in a latter production run but the original number stands as lasting proof of scienter of Ryobi who first put that number on the device.
364. The number 3,054,901 is an expired patent number.
365. It was put there to give the impression that the device is patented without providing a trail back me, the patent holder.
366. My patent is 5,862,727.
367. Their predecessor in interest (Wortsmith) stole my patent.
368. The inventory of Sears from the beginning has been falsely marked.
369. The Laser Trac is indeed patented; I invented and patented it.
370. Sears used it after having rejected both of my offers to license it to them.
371. Instead, Sears licensed from Ryobi who they mistakenly thought to be licensed.
372. However, the license from Ryobi was in fact a legal nullity purchased from the poseurs.
373. On or about May 14, 2001, Skil-Bosch lost interest in my invention after they saw an article about Sears in a trade magazine.

Cause of action: Patent Infringement

374. Wortsmith and Ryobi have each manufactured, used, sold, offered for sale, or imported Laser Arbors which, either literally or under the doctrine of equivalents, infringe my patent in violation of 35 USC 271.
375. Now they are clearly marked with my patent number 5 862 727.
376. Defendants' infringement will continue unless enjoined by this Court.
377. On information and belief, Defendants' infringement is willful and deliberate and with full knowledge of the existence of and infringement of my patent.
378. Defendants' willful and deliberate infringement of my patent justifies triple damages pursuant to 35 USC 284 and qualifies
379. This is an exceptional case justifying an award of attorneys fees and costs pursuant to 35 USC 285.

380. Defendants' infringement has damaged and continues to damage and injure me.
381. My injury is irreparable and will continue unless and until each of the Defendants is enjoined by the Court from further infringement.

Induced and contributory patent infringement

382. Ryobi induced Sears to infringe.
383. Ryobi induced Ridgid to infringe.
384. We have elected to seek our remedy from Ryobi and not the retailers.
385. Defendant Ryobi manufactured, used, sold, offered for sale, or imported Laser Arbors which induce or contribute to infringement of the one or more of the claims of my patent, either literally or under the doctrine of equivalents.
386. Defendants' conduct will continue unless enjoined by this Court.
387. Ryobi actively induced and contributed to the infringement of one or more claims of my patent by advertising the use of their products for uses that infringe my patent.
388. There are no substantial non-infringing uses of the products sold by Sears, Ridgid, or Ryobi.
389. Defendants' activities are willful and deliberate and with full knowledge of the existence of my patent.
390. Defendants' willful and deliberate induced and contributory infringement of my patent justifies triple damages pursuant to 35 U.S.C.284.
391. This qualifies this as an exceptional case supporting an award of attorneys fees and costs.
392. The induced and contributory infringement of the defendants has damaged and continues to damage and injure me.
393. My injury is irreparable and will continue unless and until each of the defendants is enjoined by the Court from further activities that induce or contribute to infringement.

False Marking

394. Without my consent and with the intent of counterfeiting or imitating the mark of the patentee, or of deceiving the public and inducing them to believe that the thing was made, offered for sale, sold, or imported into the United States by or with the consent of the patentee, Ryobi marked the housing of the Laser Trac with "3054901" and "PATENTED", in violation of 35 U.S.C. 292.
395. 35 USC 292 reads as follows in total:

Section 292. False marking 1. (a) Whoever, without the consent of the patentee, marks upon, or affixes to, or uses in advertising in connection with anything made, used, offered for sale, or sold by such person within the United States, or imported by the person into

the United States, the name or any imitation of the name of the patentee, the patent number, or the words "patent," "patentee," or the like, with the intent of counterfeiting or imitating the mark of the patentee, or of deceiving the public and inducing them to believe that the thing was made, offered for sale, sold, or imported into the United States by or with the consent of the patentee; or Whoever marks upon, or affixes to, or uses in advertising in connection with any unpatented article, the word "patent" or any word or number importing that the same is patented for the purpose of deceiving the public; or Whoever marks upon, or affixes to, or uses in advertising in connection with any article, the words "patent applied for," "patent pending," or any word importing that an application for patent has been made, when no application for patent has been made, or if made, is not pending, for the purpose of deceiving the public - Shall be fined not more than \$500 for every such offense. (b) Any person may sue for the penalty, in which event one-half shall go to the person suing and the other to the use of the United States.

396. Nobody (except me) owned or currently owns a patent protecting the subject Sears, Ryobi, and Ridgid products being marked, used, sold, offered for sale, and imported into the United States.
397. Ryobi marked the housing of the Laser Trac device with "3054901" and "PATENTED" for the purposes of deceiving the public.
398. Ryobi wanted the public to think that Ryobi or Sears owns a patent that covers the product being sold.
399. This is a violation of 35 U.S.C. 292.
400. Patent number 3,054,901 is irrelevant to the Laser Trac.
401. Defendant Ryobi only included this patent number to deceive the public.

Unfair Business Practices.

402. Wortsmith, Bugos, Ryobi groups, and LTCI committed unfair business practices as defined in the code and the common law.
403. The actions that constitute unfair business practices are listed in this complaint.

Simple Conversion

404. Wortsmith, Bugos, the poseurs, and Ryobi all attempted simple conversion and succeeded at least temporarily.
405. I now seek redress and exemplary damages, which, incidentally, are based on the wealth

of the defendant.

Conspiracy

- 406. All defendants conspired to convert the patent and unjustly enrich themselves.
- 407. They employed the strategy of plausible deniability which points to the experience and sophistication of Attorney Bugos the mastermind of this fraud.
- 408. His minions failed their ethical duty to protect the public from their own harm.
- 409. In retrospect, Bugos selected his minions on the basis of ignorance, geographical distance, willingness to follow orders without question, and unwillingness to probe into the big picture.

Identify Theft

- 410. Wortsmith, the Poseurs, Ryobi, Bugos, and Brandenburg conspired to steal my identity.
- 411. Brandenburg's election to omit the inventory of the estate proves his guilt.
- 412. In addition, there was the letter (Exhibit 29) referring to me in probate file for almost a year before Brandenburg filed the fraudulent assignment.
- 413. When my lawyer first confronted him, Brandenburg did not deny having committed fraud.
- 414. Identity theft is a predicate crime for RICO.

RICO and common fraud.

- 415. Ryobi, Bugos, Wortsmith, and Brandenburg committed the requisite predicate crimes to make them eligible for RICO civil action. These three come to mind:
 - a. Wire fraud.
 - b. Identity theft.
 - c. Mail fraud.
- 416. RICO law is set forth at 18 USC 1961 et seq.
- 417. RICO predicate crimes are listed at this link: <http://www.lawyerdude.netfirms.com/1983.html> and <http://www.fu.gq.nu/6037.html> .
- 418. The more complete list of pertinent predicate crimes is extracted from 18 USC 1961:
- 419. The following section refer to title 18 of the United States code:
- 420. Sections 471, 472, and 473 (relating to counterfeiting),
- 421. Section 1341 (relating to mail fraud),
- 422. Section 1343 (relating to wire fraud),
- 423. Section 2320 (relating to trafficking in goods or services bearing counterfeit marks),
- 424. Title 18 USC Section 2320 (relating to trafficking in goods or services bearing counterfeit marks) is closely related to 35 USC 292 (discussed elsewhere in this complaint).

18 USC § 2320. Trafficking in counterfeit goods or services

Release date: 2005-08-03

(a) Whoever intentionally traffics or attempts to traffic in goods or services and knowingly uses a counterfeit mark on or in connection

with such goods or services shall, if an individual, be fined not more than \$2,000,000 or imprisoned not more than 10 years, or both, and, if a person other than an individual, be fined not more than \$5,000,000. In the case of an offense by a person under this section that occurs after that person is convicted of another offense under this section, the person convicted, if an individual, shall be fined not more than \$5,000,000 or imprisoned not more than 20 years, or both, and if other than an individual, shall be fined not more than \$15,000,000.

(b) Upon a determination by a preponderance of the evidence that any articles in the possession of a defendant in a prosecution under this section bear counterfeit marks, the United States may obtain an order for the destruction of such articles.

(c) All defenses, affirmative defenses, and limitations on remedies that would be applicable in an action under the Lanham Act shall be applicable in a prosecution under this section. In a prosecution under this section, the defendant shall have the burden of proof, by a preponderance of the evidence, of any such affirmative defense.

(d)

(1) During preparation of the presentence report pursuant to Rule 32(c) of the Federal Rules of Criminal Procedure, victims of the offense shall be permitted to submit, and the probation officer shall receive, a victim impact statement that identifies the victim of the offense and the extent and scope of the injury and loss suffered by the victim, including the estimated economic impact of the offense on that victim.

(2) **Persons permitted to submit victim impact statements shall include—**

(A) producers and sellers of legitimate goods or services affected by conduct involved in the offense;

(B) holders of intellectual property rights in such goods or services; and

(C) the legal representatives of such producers, sellers, and holders.

(e) For the purposes of this section—

(1) **the term “counterfeit mark” means—**

(A) a spurious mark—

(i) that is used in connection with trafficking in goods or services;

(ii) that is identical with, or substantially indistinguishable from, a mark registered for those goods or services on the principal register in the United States Patent and Trademark Office and in use, whether or not the defendant knew such mark was so registered; and

(iii) the use of which is likely to cause confusion, to cause mistake, or to deceive; or

(B) a spurious designation that is identical with, or substantially indistinguishable from, a designation as to which the remedies of the Lanham Act are made available by reason of section 220506 of title 36; but such term does not include any mark or designation used in connection with goods or services of which the manufacturer or producer was, at the time of the manufacture or production in question authorized to use the mark or designation for the type of goods or services so manufactured or produced, by the holder of the right to use such mark or designation;

425. The action of the RICO defendants was malicious, oppressive, and fraudulent.

426. They benefitted and enriched themselves by profiting from their crimes.
427. Lawyer Bugos was sophisticated enough to employ a cadre of detached, incompetent lawyers who kept their blinders on and purposely remained ignorant of any facts that were not spoon-fed to them by the conductor Bugos.
428. These lawyers enjoyed plausible deniability - temporarily.
429. Example: When my lawyer asked Brandenburg (by email and follow up by telephone) if his action was fraud or mere negligence he refused to answer; he did not deny having committed fraud.
430. Grants Pass Attorney Kelly at first lied to my lawyer on 30 August 2005 saying that the deceased father of the poseurs owned several patents.
431. Within minutes he admitted that this was not true and that he knew the whole story.
432. Although he wrote a letter talking about me (depicted Exhibit 29 and filed in the probate file) he failed to tell Brandenburg about me - or maybe he did not so fail.
433. This is more than mere patent infringement.
434. This is a pattern of crime.
435. This is a pattern of crime performed by lawyers - those most entrusted by society to follow a code of ethics.

Prayer

Wherefore I ask for the following relief:

436. I ask that Ryobi be asked to admit that their assignment is false.
437. I ask that they be ordered to rectify their fraudulent assignment immediately.
438. I ask for my RICO and common fraud remedies.
439. I ask for an immediate accounting from all defendants who manufactured, sold, or otherwise exploited my Laser Arbor patented invention.
440. I ask for imposition of a constructive trust upon the Ryobi, LTCl, and Wortsmith defendants.
441. I ask for prejudgement writ of attachment of all bank accounts of the Ryobi, LTCl, and Wortsmith defendants.
442. I ask that patent 5 862 727 be deemed infringed by Ryobi.
443. I ask for immediate payment of \$260,000 for the first run of 135,000 by Ryobi - which is a fair market value.
444. I ask for triple damages based on a market value of \$2 per license unit.
445. I ask that the infringement by Ryobi and Wortsmith be judged to be willful.
446. I ask that the activities of Ryobi and Wortsmith be found to be inducement and contributory infringement.
447. I ask that the Court for preliminary and permanent injunctions as follows.

- a. I ask that the court enjoin Ryobi, Wortsmith, their subsidiaries, divisions, agents, servants, and employees, and those persons in concert or active participation with them from further infringement of my patent, or any activities that induce or contribute to infringement of my patent.
448. I ask that this court order Defendants Ryobi and Wortsmith to file and serve on me a declaration explaining how they have complied with injunction.
449. I ask that I be awarded judgment against Ryobi for triple damages for patent infringement based on 3 times \$2 per unit plus interest at the legal rate from the date of infringement.
450. I ask that I be awarded treble damages pursuant to 35 U.S.C. 284.
451. I ask that I be awarded its attorney fees and expert pursuant to 35 U.S.C. 285, RICO provision, and any other pertinent theory.
452. I ask that I be awarded its costs of suit.
453. I ask that Ryobi be fined up to \$500 for every unit that was falsely marked "PATENTED" or "3054901" and either made, used, sold, offered for sale, or imported into the United States, in violation of 35 U.S.C. 292 and that the fine be paid to me.
454. I ask that similar or appropriate judgments be made against all other defendants.
455. I ask that I be awarded such other and further relief as this court may deem just and proper under the circumstances.

Jury Demand

456. I demand a jury.

Inventor Robert Randall Kelly _____ Saturday, August 27, 2005

Appendix #1: Supplemental List of Players not amounting to defendants.

1. Attorney Patrick Kelly is not a defendant. He filled out the probate papers correctly by failing to show a patent on the inventory. Although he lied to my lawyer, we choose no.
2. Sears is not a defendant. Sears is a retailer. They sell tools that utilize my invention. That is a good thing. Their liability stems from the bad deeds of Ryobi and Wortsmith. I elect to get my remedy from Ryobi and Wortsmith if possible.

3. Ridgid/ Emerson Electric get their infringing products from Ryobi. They are retailers. I elect to get my remedy from Ryobi if possible.
4. Lawyer, now judge, Lindi Baker of Exhibit 9 is not a defendant; she is merely stupid.
5. The patent worker/ engineer types at Ryobi are not defendants.
6. Kansas Technology Enterprise Corporation, hereinafter "KTEC" was apparently duped into assisting the Infringer, Joe Wortsmith.
7. KTEC is at 214 SW 6th St., First Floor Topeka, Kansas 66603. Phone 785 296 5272. Fax 785 296 1160.
8. KTEC is a state-owned corporation established by Kansas to promote advanced technology economic development.
9. KTEC has built a statewide network to support researchers, entrepreneurs, and businesses through each phase of the technology life cycle, resulting in a successful product.
10. KTEC's many programs and affiliate organizations fall into three basic functional areas: research, investment and business assistance.
11. KTEC is funded by proceeds from the Economic Development Initiatives Fund, which consists of revenues from the Kansas Lottery and Racing Commission.
12. KTEC article is at <http://www.amiksu.org/fall00.html>
13. Mid-America Commercialization Corporation hereinafter "MACC" is an organization duped by Joe Wortsmith to pursue additional commercialization opportunities to promote the Laser Arbor patent.

List of statutes cited in this complaint:

28 USC 1338 Jurisdiction for patent cases.	<u>Page 3 of 32, Page 27 of 32</u>
28 USC 1391. Venue	<u>Page 3 of 32</u>
35 U.S.C. 292. False marking.	<u>Page 25 of 32</u>
35 USC 271.	<u>Page 24 of 32</u>
35 USC 282. My patent is presume valid.	<u>Page 23 of 32</u>
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Appendix 2: Chronology