

**UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE DIRECTOR OF THE UNITED STATES PATENT AND  
TRADEMARK OFFICE**

**In the Matter of:**

**Jeffrey T. Haley,**

**Respondent**

---

)  
)  
)  
)  
)  
)  
)

**Proceeding No. D08-20**

**FINAL ORDER UNDER 37 C.F.R. § 11.24**

Pursuant to 37 C.F.R. § 11.24(d), the Director of the United States Patent and Trademark Office (USPTO or Office) hereby orders the suspension of Jeffrey T. Haley (Respondent) for a period of one year from the practice of patent, trademark, and other non-patent law before the USPTO for violation of the ethical standards set out in 37 C.F.R. §§ 10.23(a) and (b), as further identified under 37 C.F.R. § 10.23(c)(5).

**I. BACKGROUND AND PROCEDURAL HISTORY**

Respondent was admitted to practice law in Washington on October 30, 1979.

Respondent became registered as a patent attorney with the USPTO on April 15, 1991.

In March 1992, a client retained Respondent to file a trade secret lawsuit against a former employee.

On August 5, 1993, Respondent filed a notice of intent to withdraw from representation of the client in the trade secret lawsuit.

On September 20, 1993, a second practitioner signed and filed a substitution of counsel substituting for Respondent in the trade secret lawsuit.

Around September 1993, Respondent asked the client to sign a security agreement to

secure past, present, and future legal fees owed to Respondent's law firm. The client asked a third practitioner to review the proposed agreement. The third practitioner reviewed the security agreement and made several additions thereto.

On September 16, 1993, the client signed the amended security agreement (security agreement of September 16, 1993).

Also on September 16, 1993, Respondent presented the client with a separate letter agreement (letter agreement of September 16, 1993), which indicates, in pertinent part, that 1) the second practitioner will be substituted as counsel of record in the trade secret lawsuit; 2) the second practitioner will send the bills for his time to the Respondent; 3) the Respondent's law firm will pay the second practitioner, at a discounted rate, to reflect their risk and advancing of cash; and 4) the client will pay Respondent's law firm and interest will accrue at 12% per annum. The signature block on the letter agreement indicates that the client is signing for himself and his company. The letter agreement of September 16, 1993, does not contain any suggestion that the client should seek independent counsel. In a declaration dated October 11, 2004, the client asserts that Respondent 1) never advised him of the consequences of signing the letter agreement of September 16, 1993, 2) did not advise him of any conflict of interest, and 3) did not give him the time or opportunity to consult independent counsel. In his declaration of October 11, 2004, the client also indicates that he did not consult with independent counsel regarding the letter agreement of September 16, 1993.

On September 24, 1993, Respondent presented the client with a proposed agreement (agreement of September 24, 1993) for Respondent's law firm to finance the settlement of the trade secret lawsuit. The agreement of September 24, 1993, also provides that the client

and his company will release any claim they may have against Respondent and his law firm for improper or inadequate services with regard to the trade secret lawsuit.

In his declaration of October 11, 2004, the client makes several assertions with regard to the agreement of September 24, 1993. The client asserts that: 1) he did not consult another attorney regarding the agreement; 2) Respondent did not disclose any potential conflict of interest regarding the agreement; 3) Respondent did not advise the client that independent representation was appropriate; and 4) the client did not seek the advice of the second or third practitioner regarding the agreement because he still considered Respondent to be his company's attorney.

In their declarations of October 8, 2004, and October 5, 2004, respectively, the second and third practitioners state that the client did not consult them about any agreement involving waiver of malpractice claims. In addition, the second practitioner indicates that, in this opinion, the client had "good and viable claims" in the trade secret lawsuit that unfortunately were dismissed with prejudice because of a failure on the part of Respondent to cooperate with discovery. Further, the second practitioner did not find out, until long after he settled the trade secret lawsuit, that Respondent's law firm financed the settlement of the trade secret lawsuit. Similarly, the third practitioner was not consulted regarding the loan made by Respondent's firm to finance the settlement of the trade secret lawsuit.

In his declaration of October 11, 2004, the client asserts that he made payments pursuant to the agreement of September 24, 1993, from October 1993 to May 1998, at which time he stopped making payments because Respondent interfered with a business relationship between the client and one of his primary customers.

In August 2001, after receiving a collection letter regarding the agreement of

September 24, 1993, the client filed a grievance with the Washington State Bar Association.

On March 23, 2004, the Disciplinary Board of the Washington State Bar Association (Disciplinary Board) issued a formal complaint charging the Respondent with acts of misconduct under several Rules of Professional Conduct (RPC) including RPC 1.8(a), RPC 1.8(e), and RPC 1.8(h).

On October 13, 2004, Respondent filed a 14-page "Respondent's Motion and Brief to Dismiss All Counts" (Motion to Dismiss) urging dismissal of all charges made by the Disciplinary Board. In his Motion to Dismiss, Respondent asserted, inter alia, that a cover letter advising the client to seek the advice of independent counsel on the terms of contemplated agreements must have accompanied the security agreement of September 16, 1993.

On November 24, 2004, a hearing officer for the Disciplinary Board found that Respondent violated the RPC on four counts and recommended that he be suspended for one year.

On April 5, 2005, the Disciplinary Board issued an order unanimously adopting the hearing officer's findings of fact, conclusions of law, and recommendation that Respondent be suspended for one year.

By letter dated June 12, 2006, Respondent informed the OED Director that he had elected to allow his membership in the Washington State Bar Association to lapse, and therefore, he requested that the USPTO change his status from attorney to agent. Accordingly, USPTO changed Respondent's status from attorney to agent on or about June 12, 2006.

On July 27, 2006, upon appeal by Respondent, The Supreme Court of the State of

Washington issued a decision affirming the recommendation of a one year suspension from the Washington State Bar Association. The decision included a dissent asserting that there was no violation of RPC 1.8(a) or RPC 1.8(e) because 1) the letter agreement of September 16, 1993, does not amount to a business transaction and 2) Respondent was no longer representing the client when he entered into the agreement of September 24, 1993, to finance the settlement of the trade secret lawsuit.

A "Notice and Order Under 37 C.F.R. § 11.24" mailed January 9, 2009, (Notice and Order) informed Respondent that the Director of the Office of Enrollment and Discipline (OED Director) had filed a "Complaint for Reciprocal Discipline Under 37 C.F.R. § 11.24" (Complaint) requesting that the USPTO Director suspend Respondent from practice before the USPTO for one year. The request for suspension of the Respondent in the Complaint was based upon the June 27, 2006, *en banc* Washington State Supreme Court decision affirming the recommendation of the Disciplinary Board of the Washington State Bar Association suspending Respondent from the practice of law based on ethical grounds for a period of one year. The Notice and Order directed Respondent to file, within 40 days, a response containing all information Respondent believes is sufficient to establish a genuine issue of material fact that the imposition of discipline identical to that imposed by the Supreme Court of Washington would be unwarranted based upon any of the grounds permissible under 37 C.F.R. § 11.24(d)(1).

On February 18, 2009, the Office of General Counsel received a 32 page "Response to Notice and Order Under 37 C.F.R. § 11.24" (Response) in which Respondent asserts that reciprocal discipline should not be applied. Specifically, Respondent asserts that there was *such an infirmity of proof* establishing the conduct leading to the Washington State Supreme

Court decision as to give rise to a clear conviction that the Office cannot, consistently with its duty, accept as final their conclusion on the subject. 37 C.F.R. § 11.24(d)(1)(ii). In addition, Respondent contends that imposition by the USPTO of the same one-year suspension imposed by the Washington State Supreme Court would result in grave injustice. 37 C.F.R. § 11.24(d)(1)(iii).

## II. LEGAL STANDARD

Under 37 C.F.R. § 11.24(e), the USPTO has codified standards for imposing reciprocal discipline based on the state's disciplinary adjudication that were set forth early in the last century in *Selling v. Radford*, 243 U.S. 46 (1917). Under *Selling*, state disbarment creates a federal level presumption that imposition of reciprocal discipline is proper unless an independent review of the record reveals 1) a want of due process, 2) an infirmity of proof of the misconduct, or 3) that grave injustice would result from the imposition of reciprocal discipline. Federal courts have generally "concluded that in reciprocal discipline cases, it is the respondent attorney's burden to demonstrate, by clear and convincing evidence, that one of the *Selling* elements precludes reciprocal discipline." *In re Kramer*, 282 F.3d 721 (9<sup>th</sup> Cir. Cal. 2002). This usually presents an uphill climb for the respondent attorney as the norm is to impose discipline that is substantially similar to that imposed by the state court. *In re Barach*, 540 F.3d 82 (1<sup>st</sup> Cir. 2008).

Specifically, 37 C.F.R. § 11.24(e) states, in part:

... a final adjudication in another jurisdiction ... or program that a practitioner ... has been guilty of misconduct shall establish a prima facie case by clear and convincing evidence that the practitioner violated 37 C.F.R. 10.23, as further identified under 37 CFR 10.23 (c)(5) ...

Further, 37 C.F.R. § 11.24(d) states, in part:

... the USPTO Director shall consider any timely filed response and shall impose the

identical . . . suspension . . . unless the practitioner clearly and convincingly demonstrates, and the USPTO Director finds there is a genuine issue of material fact that:

- (i) The procedure elsewhere was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process;
- (ii) There was such infirmity of proof establishing the conduct as to give rise to the clear conviction that the Office could not, consistently with its duty, accept as final the conclusion on that subject;
- (iii) The imposition of the same public . . . suspension . . . by the Office would result in grave injustice; or
- (iv) Any argument that the practitioner was not . . . suspended . . .

### **III. ANALYSIS**

#### **A. Due Process**

##### Grave Injustice

Respondent claims that he was not motivated to and therefore did not litigate the issues before the Washington State Supreme Court because he was no longer interested in practicing law in the state of Washington and because he did not foresee that a suspension of his Washington State Bar membership would jeopardize his right to practice before the USPTO in view of the fact that the USPTO disciplinary rules do not precisely match the Washington State disciplinary rules. Respondent contends that the factual findings before the Washington State Supreme Court were therefore entered by default. Respondent cites *Johnson v. US*, 576 F.2d 606 (5<sup>th</sup> Cir. 1978) in asserting that it would be a grave injustice for USPTO to accept the findings of the Washington State Supreme Court because Respondent has not had a full and fair opportunity to litigate the issues.

Respondent asserts that he believes that he advised the client to seek the advice of independent counsel with regard to, inter alia, the letter agreement of September 16, 1993, and the agreement of September 24, 1993. Specifically, he argues that the security agreement of September 16, 1993, must have surely included a cover letter and this cover letter must have certainly advised the client to seek the advice of independent counsel. However, Respondent admits that no copy of this cover letter now exists. Respondent asserts that if he had proven that he advised the client to seek independent counsel or if the client was in fact advised by independent counsel with regard to the letter agreement of September 16, 1993, and the agreement of September 24, 1993, there would have been no finding of any ethical violation. Respondent argues that the application of reciprocal discipline by the USPTO would amount to a grave injustice as he should be given the opportunity to litigate this issue before the USPTO since he did not have the motivation to litigate the issue in the Washington state proceeding.

Respondent did not submit testimonial evidence in the form of a declaration or affidavit. In his Motion to Dismiss filed with the Disciplinary Board on October 13, 2004, however, Respondent argued that the security agreement of September 16, 1993, must have included a cover letter advising the client to seek the advice of independent counsel on the terms of contemplated agreements. However, he stated that his file on the matter has long before been destroyed and therefore no copy of the cover letter now exists. Accordingly, insofar as he is alleging that it would be a grave injustice for the USPTO to rely on the Washington State Supreme Court decision in a reciprocal discipline proceeding, the facts do not fit the standard he argues. Respondent asserts that the cover letter issue was not contested because he was not motivated to contest the issue in the first proceeding.

This decision will address below whether Respondent did in fact present his position on the cover letter to the Washington State Supreme Court. First it will suffice to address Respondent's contention before the Office that he lacked motivation in the state proceedings to present his case because he did not believe those proceeding would affect his standing in the USPTO.

Respondent equates the application of reciprocal discipline by the USPTO to the use of issue preclusion for the purpose of avoiding a relitigation of the facts. He points out that the US Court of Appeals for the Fifth Circuit has stated that when determining whether the application of issue preclusion is appropriate, one of the most important considerations is whether the party could foresee that the facts subject to estoppel might be important in future litigation. *Mosher Steel Co. v. N.G.R.B.*, 568 F.2d 436 (5<sup>th</sup> Cir. 1978). Respondent asserts that he could not have foreseen that a suspension of his Washington State Bar membership would jeopardize his right to practice before the USPTO. In support of this argument, Respondent points out that the USPTO disciplinary rules do not precisely match the Washington State disciplinary rules applied by the Disciplinary Board and the Washington State Supreme Court upon ordering that Respondent be suspended for one year. Respondent asserts that, as a result, the application of issue preclusion by way of reciprocal discipline would result in grave injustice and that he must now be afforded a full opportunity to litigate the issues and show that there was no violation of the USPTO ethical rules.

For purposes of resolving this case, the appropriateness of applying an estoppel standard like that in *Mosher* to reciprocal discipline need not be finally decided. Under the facts in this case, Respondent did not have a reasonable belief that the state bar disciplinary

proceedings would not have implications for his ability to practice before the USPTO. The USPTO has statutory authority to govern the recognition and conduct of agents before the Office and may require them to be of good moral character and reputation. 35 U.S.C. §§ 2(b)(2)(D) and 32. Further, 37 C.F.R. § 10.23 states, in part:

(a) A practitioner shall not engage in disreputable or gross misconduct.

(b) A practitioner shall not:

\* \* \* \* \*

(6) Engage in any other conduct that adversely reflects on the practitioner's fitness to practice before the Office.

(c) Conduct which constitutes a violation of paragraphs (a) and (b) of this section includes, but is not limited to:

\* \* \* \* \*

(5) Suspension or disbarment from practice as an attorney or agent on ethical grounds by any duly constituted authority of a State . . .

Rule 10.23(c)(5) thus on its face makes suspension or disbarment from a state bar a ground for USPTO sanction without a limitation that the rule a state authority found to have been violated must be paralleled by a specific requirement of the USPTO'S rules. The statutory responsibility of the USPTO to assure that those who represent parties before the USPTO be of sound moral character and reputation would not be well served if the Office routinely allowed continued practice by those found not to have followed their state professional rules.

As one registered to practice before the USPTO, Respondent knew or should have known that being suspended from practice as an attorney on ethical grounds by any duly constituted authority of a State is conduct that constitutes a violation of 37 C.F.R.

§§ 10.23(a) and (b)(6), as further explained in 37 C.F.R. § 10.23(c)(5). Thus, Respondent's suspension from the Washington State Bar Association constitutes a violation of the USPTO ethical rules. Accordingly, even if it could be said that Respondent did not contest the cover letter issue (or any other issue) in the Washington state proceeding, his contention that the application of reciprocal discipline would be a violation of due process because the USPTO disciplinary rules do not precisely match the Washington State disciplinary rules does not amount to clear and convincing evidence that the application of reciprocal discipline would result in grave injustice. Respondent, being a registered patent agent, should have been aware that a suspension by the Washington State Bar Association would jeopardize his right to practice before the USPTO.

In any event, contrary to his contention here, Respondent's Motion to Dismiss did present to the Washington state authorities essentially the same suppositions about a cover letter that he now seeks to put before the USPTO. Motion to Dismiss at 12. Whatever may have been his actual belief about whether Washington State's outcome could result in USPTO reciprocal discipline, he was sufficiently motivated to submit his view of the facts to the Washington State Supreme Court. That court had the matter fully before it. Even if (hypothetically) he might have better presented his case to the Washington State Supreme Court if he had the USPTO'S Rule 10.23 in mind, that possibility would not be sufficient for the USPTO to find the imposition of reciprocal discipline to be a grave injustice.

*Infirmity of Proof*

Respondent contends that, because he did not litigate the issues before the Washington State Supreme Court, there was such an infirmity of proof establishing the conduct leading to the Washington State Supreme Court decision as to give rise to the clear conviction that

the Office cannot, consistently with its duty, accept as final its conclusion on the subject. Respondent asserts that this infirmity of proof stems from the fact that he believes that he advised the client to seek the advice of independent counsel with regard to, inter alia, the letter agreement of September 16, 1993, and the agreement of September 24, 1993. As explained above, he argues that the security agreement of September 16, 1993, must have surely included a cover letter and this cover letter must have certainly advised the client to seek the advice of independent counsel. Respondent admits that no copy of this cover letter now exists. He asserts, however, that if he had proven that he advised the client to seek independent counsel or if the client was in fact advised by independent counsel with regard to the letter agreement of September 16, 1993, and the agreement of September 24, 1993, there would have been no finding of any ethical violation.

*Respondent has not demonstrated the alleged facts upon which he is now relying by anything more than bare assertion, much less by clear and convincing evidence. That is, Respondent has not demonstrated by clear and convincing evidence that the security agreement of September 16, 1993, had a cover letter advising the client to seek independent counsel on the terms of additional contemplated agreements. Accordingly, Respondent has not demonstrated by clear and convincing evidence that there was such an infirmity of proof leading to the Washington State Supreme Court decision as to give rise to the clear conviction that the Office could not, consistently with its duty, accept as final their conclusion that Respondent should be suspended for one year.*

#### **B. Business Transaction/Fee Agreement**

Respondent asserts that it would amount to a grave injustice for the USPTO to accept the finding of the Washington State Supreme Court majority that the letter agreement of

September 16, 1993, amounted to a business transaction. Respondent asserts that the minority opinion of the Washington State Supreme Court got it right in finding that the September 16, 1993, letter agreement was a simple fee agreement and, therefore, there was no violation of RPC 1.8(a). He also asserts that the majority opinion improperly renders all fee agreements to be business transactions. The fact, however, that the decision-makers in the state authority disagree does not amount to clear and convincing evidence to support a decision not to impose reciprocal discipline. Nor do the objections of the dissenters so undermine the reasoning of the majority as to meet the grave injustice standard.

The letter agreement of September 16, 1993, indicates that 1) the second practitioner will send the bills for his time to the Respondent; 2) the Respondent's law firm will pay the second practitioner, at a discounted rate, to reflect their risk and advancing of cash; 3) the client will pay the Respondent's law firm at the rate of \$250 per month, until November 20, at which time the monthly payment will increase to \$500 per month, remaining at that level until paid; and 4) the client will pay Respondent's law firm and interest will accrue at 12% per annum. Respondent points out that in accordance with ABA Model Rule 1.8 Comment 1, a fee agreement does not amount to a business transaction unless it includes a promise of something other than cash payment. Here the fee agreement in question is complex and includes more than merely the provision of a cash payment. Respondent essentially charged the client a premium for advancing cash payments to the second practitioner and for risk taken. In addition, the client agreed to pay the Respondent at an interest rate of 12% for the fees advanced. Thus, Respondent has not demonstrated by clear and convincing evidence that the majority was wrong in its conclusion that this fee agreement includes terms that go beyond that of a simple fee agreement for the payment of cash and thus amounts to a

business transaction. Under these facts, the majority decision does not go so far as to hold that every attorney-client fee agreement amounts to a business transaction. Accordingly, Respondent has not demonstrated that it would be a grave injustice for the USPTO to accept as final the majority conclusion on this issue.

### **C. Attorney-Client Relationship**

Respondent contends that it would amount to a grave injustice for the USPTO to accept the finding of the Washington State Supreme Court majority that an attorney-client relationship existed between the Respondent and the client on September 24, 1993. Specifically, Respondent states that the minority opinion of the Washington State Supreme Court is correct in its assertion that Respondent did not violate RPC 1.8(a) or RPC 1.8(e) because the agreement of September 24, 1993, was made after the cessation of the attorney-client relationship. Respondent asserts that the letter agreement of September 16, 1993, to substitute new counsel in the trade secret lawsuit, ended the attorney-client relationship. Further, respondent asserts that the only evidence that an attorney-client relationship existed as of September 24, 1993, is the client's self-serving assertion, made eleven years later in his declaration of October 11, 2004, that as of September 24, 1993, he still considered Respondent to be his company's attorney. Respondent also points out that at the time of the agreement of September 24, 1993, the second and third practitioners were advising the client with regard to related legal issues.

The majority opinion of the Washington State Supreme Court points out:

Whether an attorney-client relationship exists depends largely on the client's subjective belief that it exists. *Egger*, 152 Wn.2d at 410-11. "[T]he subjective belief must be 'reasonably formed based on the attending circumstances, including the attorney's words or actions.'" *Id.*(quoting *Bohn v. Cody*, 119 Wn.2d 357, 363, 832 P.2d 71 (1992)).

In his declaration of October 11, 2004, the client states that as of September 24, 1993, he considered Respondent to be his company's attorney. Further, the terms of the agreement of September 24, 1993, indicate that Respondent's law firm is working to "achieve the settlement" and thus give the impression that there is still an attorney-client relationship between Respondent and the client. The fact that there were two other practitioners advising the client on related matters does not negate the fact that the client was left with the reasonable impression that Respondent was also his attorney. Accordingly, Respondent has not demonstrated by clear and convincing evidence that it would amount to a grave injustice for the USPTO to adopt as final the decision of the majority of the Washington State Supreme Court that an attorney-client relationship existed between the Respondent and the client as of September 24, 1993.

#### **D. Delay in Disciplinary Proceedings**

Respondent also asserts that imposition of reciprocal discipline would amount to a grave injustice in view of the fact that the ethical violations took place sixteen years ago and that no ethical charges have been asserted against him since then. However, the Washington State Supreme Court considered such mitigating factors upon deciding to suspend Respondent for a period of one year. The Washington State Supreme Court also noted the following aggravating factors: 1) Respondent's violations were to his benefit and at the expense of his client, 2) Respondent continues to deny the wrongful nature of his conduct, and 3) Respondent has considerable experience in the practice of law. Upon balance of these aggravating factors against the mitigating factor proffered by the Respondent, Respondent has not demonstrated by clear and convincing evidence that it would amount to a grave injustice for the USPTO to accept as final the Washington State Supreme Court decision that the sanction of a one-year suspension is appropriate.

#### **E. Policy of RPC 1.8(e)**

Respondent seems to take issue with the policy expressed in RPC 1.8(e) and asserts that the strict application thereof in this situation would amount to a grave injustice. Specifically, he states “if attorneys can loan money to fund costs, they surely must be allowed to loan money to fund settlement.” See page 29 of the Response.

The language of RPC 1.8(e) is identical to that of Disciplinary Rule (DR) 5-103(B) of the 1983 ABA Model Code of Professional Responsibility (DR 5-103(B)). In applying, DR 5-103(B) courts have indicated that DR 5-103(B) was designed, in part, to protect clients from the danger of the client’s attorney losing independent judgment and unjustly inducing the client to settle because of financial hardship rather than risk litigating the merits of a claim. *See Shea v. Virginia State Bar*, 236 Va. 442 (1988). Accordingly, to allow an attorney to fund a settlement may well frustrate the intended purpose of RPC 1.8(e). Furthermore, Respondent voluntarily chose to become a member of the Washington State Bar Association. A member of a state bar association is generally expected to know and abide by the legal ethics rules applicable in that state. *Id.* If Respondent found the terms of PRC 1.8(e) to be objectionable, he should have attempted to change the rule rather than disregard it. Thus, Respondent has not demonstrated by clear and convincing evidence that it would amount to a grave injustice for the USPTO to accept as final the Washington State Supreme Court decision that Respondent violated RPC 1.8(e). Respondent should have known and abided by the ethical restrictions set out in RPC 1.8(e).

#### **IV. CONCLUSION**

The USPTO Director hereby determines that: 1) there is no genuine issue of material fact under 37 C.F.R. § 11.24(d) and 2) suspension of Respondent from practice before the USPTO for a period of one year is appropriate.

**ORDER**

ACCORDINGLY, it is:

ORDERED that Respondent is hereby suspended from the practice of patent, trademark, and other non-patent law before the USPTO for a period of one year from the date of this Order;

ORDERED that the OED Director publish the following notice in the Official Gazette:

**NOTICE OF SUSPENSION**

Jeffrey T. Haley of Bellevue, Washington, is a registered patent agent whose registration number is 34,834. In a disciplinary proceeding, the Director of the United States Patent and Trademark Office has ordered Mr. Haley be suspended from the practice of patent, trademark, and non-patent law before the United States Patent and Trademark Office for a period of one year based upon Mr. Haley's one year suspension from the practice of law in the State of Washington for having 1) entered into an agreement with a client without disclosing a possible conflict of interest and without advising the client to consult with independent counsel nor providing the client with an opportunity to consult with independent counsel and 2) improperly financed the settlement of a client's lawsuit. The suspension imposed by the Director begins on April 02, 2009. This action is taken pursuant to the provisions of 35 U.S.C. § 32 and 37 C.F.R. § 11.24.

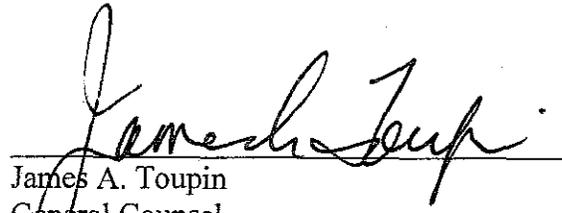
ORDERED that the OED Director shall give notice of this Final Order to the public including 1) appropriate employees of the USPTO and 2) any interested departments, agencies, and courts of the United States;

ORDERED that Respondent shall comply with his duties under 37 C.F.R. § 11.58 as a suspended practitioner except that Respondent shall be eligible to apply for reinstatement under 37 CFR 11.60 one year from the effective date of the suspension;

ORDERED that Respondent comply with 37 C.F.R. § 11.60 should Respondent seek reinstatement except that Respondent shall be eligible to apply for reinstatement one year from the effective date of the suspension.

APR - 2 2009

Date

  
James A. Toupin  
General Counsel  
United States Patent and Trademark Office

on behalf of

John Doll  
Acting Under Secretary of Commerce for Intellectual  
Property and Acting Director of the United States Patent and  
Trademark Office

**CERTIFICATE OF SERVICE**

I certify that the foregoing Final Order Under 37 C.F.R. § 11.24 was mailed first class certified mail, return receipt requested, this day to the Respondent at the following address provided to OED pursuant to 37 C.F.R. § 11.11:

Jeffrey T. Haley  
13434 S.E. 27<sup>th</sup> Place  
Bellevue, WA 98005

Date

United States Patent and Trademark Office  
P.O. Box 15667  
Arlington, VA 22215

NOTICE OF SUSPENSION

Jeffrey T. Haley of Bellevue, Washington, is a registered patent agent whose registration number is 34,834. In a disciplinary proceeding, the Director of the United States Patent and Trademark Office has ordered Mr. Haley be suspended from the practice of patent, trademark, and non-patent law before the United States Patent and Trademark Office for a period of one year based upon Mr. Haley's one year suspension from the practice of law in the State of Washington for having 1) entered into an agreement with a client without disclosing a possible conflict of interest and without advising the client to consult with independent counsel nor providing the client with an opportunity to consult with independent counsel and 2) improperly financed the settlement of a client's lawsuit. The suspension imposed by the Director begins on April 02, 2009. This action is taken pursuant to the provisions of 35 U.S.C. § 32 and 37 C.F.R. § 11.24.

APR - 2 2009

Date

  
\_\_\_\_\_  
JAMES A. TOUPIN  
General Counsel  
United States Patent and Trademark Office

on behalf of

John Doll  
Acting Under Secretary of Commerce For  
Intellectual Property and Director of the  
United States Patent and Trademark Office