

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

In the Matter of)	
)	
Jerry D. Haynes,)	Proceeding No. D2019-47
)	No. D2017-11
Respondent)	
_____)	

FINAL ORDER

The Director of the Office of Enrollment and Discipline (“OED Director”) for the United States Patent and Trademark Office (“USPTO” or “Office”) and Jerry D. Haynes (“Respondent”) have submitted a Proposed Settlement Agreement (“Agreement”) to the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office (“USPTO Director”) for approval.

This agreement, which resolves all disciplinary action by the USPTO arising from the stipulated facts set forth below, is hereby approved. This Final Order sets forth the parties’ joint stipulated facts, joint legal conclusions, and agreed upon sanctions found in the Agreement.

Jurisdiction

1. At all times relevant, Respondent, of North Miami, Florida, has been a registered patent attorney (Registration Number 42,646) who is subject to the USPTO Rules of Professional Conduct, which are set forth at 37 C.F.R. §§ 11.101 through 11.901.

2. The USPTO Director has jurisdiction over these matters pursuant to 35 U.S.C. §§ 2(b)(2)(D) and 32, and 37 C.F.R. §§ 11.19, 11.20, and 11.26.

Joint Stipulated Facts in D2017-11

3. The OED Director and Respondent stipulate to the facts as found by the USPTO Director in the Final Order dated February 14, 2020 (attached hereto as Attached Exhibit 1), and incorporate that document by reference.

Joint Stipulated Facts in D2019-47

4. Respondent was registered as a patent agent by the USPTO on April 28, 1998, and as a patent attorney on October 5, 1999. Respondent’s registration number is 42,646.

5. Respondent was admitted to practice law in New York on February 23, 1999 (as Jerrard D. Haynes), and is currently registered and in good standing. Respondent’s New York attorney registration number is 2954402.

6. Respondent was admitted to practice law in Florida on December 13, 2004, and is currently a member in good standing. Respondent's Florida attorney registration number is 935751.

7. The OED Director issued a warning letter to Respondent on March 2, 2011. That letter concerned Respondent's conduct with regard to a company called Patent Assistance Worldwide ("PAW"), which solicited and contracted with inventors who hoped to obtain patents on their inventions. PAW provided payment to Respondent for his services rendered to an inventor who had contracted with PAW.

8. The March 2, 2011 warning letter informed Respondent that a practitioner must obtain consent, after full disclosure, from the client to accept compensation from a third party, such as a company that refers inventors to the practitioner (*i.e.*, such as PAW). The letter also referenced specific ethical obligations under the USPTO Code of Professional Responsibility, including but not limited to 37 C.F.R. § 10.68(a)(1) (avoiding influence by others than the client).¹

9. Patent Services USA, Incorporated ("PSUS") is a Florida corporation that filed articles of incorporation with the Florida Secretary of State on September 7, 2012. Like PAW, PSUS is a company that solicits and contracts with inventors who hope to obtain patents on their inventions.

10. Respondent is the President of Jerry D. Haynes, P.A., a Florida corporation. At all times relevant to this Complaint, Respondent has been the President of Jerry D. Haynes, P.A. Respondent uses "The Law Office of Jerry D. Haynes," "The Law Office of Jerry D. Haynes, P.A.," and "Jerry D. Haynes, P.A." interchangeably to refer to Jerry D. Haynes, P.A., a Florida corporation.

11. On November 5, 2012, Jerry D. Haynes, P.A. executed a written contract with PSUS to provide patent legal services to inventors referred from PSUS. Pursuant to the contract, PSUS agreed to pay \$20,000 per calendar month to Jerry D. Haynes, P.A. to provide a specified and limited number of patent searches, patent applications, trademark applications, and copyright applications for PSUS' clients.

12. On August 1, 2014, Respondent's monthly compensation from PSUS was reduced to \$15,000 per month by mutual agreement between Respondent and PSUS. Referrals from PSUS make up approximately 80% of the total gross receipts for Jerry D. Haynes, P.A. for the years 2013, 2014, and 2015. Jerry D. Haynes, P.A. averaged approximately 158 referred clients per year from PSUS during 2013, 2014, and 2015.

¹ The USPTO Rules of Professional Conduct became effective on May 3, 2013. *See* 37 C.F.R. §§ 11.101 to 11.901. Conduct occurring prior to May 3, 2013, is governed by the USPTO Code of Professional Responsibility. *See* 37 C.F.R. §§ 10.20 to 10.112.

Conduct Related to the Representation of Mr. Dashawn Johnson

13. In January 2014, Dashawn Johnson disclosed his invention, a “Designer Belts Hat,” to PSUS for evaluation.

14. On or about February 2014, Mr. Johnson executed a contract with PSUS in which PSUS agreed to provide a number of services related to Mr. Johnson’s invention, including arranging for a Patent Search & Legal Opinion from a registered practitioner. Mr. Johnson agreed to pay \$995 for those services. Mr. Johnson paid PSUS \$975 via money order. PSUS paid Respondent \$100 to complete the Patent Search & Legal Opinion.

15. Respondent prepared the Patent Search & Legal Opinion. That Opinion identified certain prior art and stated:

[W]e can say with reasonable confidence that, especially with more detailed invention novelties disclosure, should a USPTO rejection of your Utility Patent Application be based on this, or similar prior art, this rejection may be overcome (or avoided)...thereby winning patent allowance for the patentable aspects of the present invention.

16. On or about March 28, 2014, Mr. Johnson entered into a Patent Protection Agreement (“PPA”) with PSUS, in which he agreed to pay a total of \$10,949 to PSUS in exchange for a package of services, including but not limited to the preparation of a provisional patent application.

17. On or about June 21, 2014, Mr. Johnson tendered \$5,455.00 to PSUS, in partial payment of the \$10,949.00 he had previously agreed to pay.

18. On or about June 26, 2014, Mr. Johnson executed an Agreement for Patent Services (“APS”), memorializing the terms of an agreement between himself and a licensed patent practitioner. Mr. Haynes countersigned the APS on August 14, 2014.

19. In a letter that appears to have been attached to an email dated August 18, 2014, Mr. Haynes stated to Mr. Johnson:

My firm will be handling the filing and prosecution of a patent application on your behalf in accordance with the enclosed agreement. Correspondence regarding your application will be handled through Patent Services, Inc., and you will receive updates through the client services group at the Patent Services, Inc. If you should have questions regarding your application or prosecution of the patent feel free to contact me.

20. Respondent filed a provisional patent application on Mr. Johnson’s behalf.

21. At some time after the filing of the provisional application and prior to January 14, 2016, Mr. Johnson submitted a complaint to the Better Business Bureau.

22. In exchange for Mr. Johnson's withdrawal of the Better Business Bureau complaint, PSUS agreed in a letter dated January 18, 2016, to "fully execute the United States Utility Patent Application Program (Plan 1)".

23. Respondent filed U.S. Patent Application No. 15/138,628 ("the '628 application") on behalf of Mr. Johnson on April 26, 2016. The '628 application was a nonprovisional utility patent application seeking patent protection for Mr. Johnson's invention and naming Mr. Johnson as the sole inventor. The '628 application identified Respondent as the applicant's representative. The application published on or about October 26, 2017.

24. PSUS paid Mr. Haynes \$800.00 to prepare and file the '628 application.

25. On July 3, 2017, the USPTO issued a Non-Final Rejection in the '628 application. The USPTO sent notification of the Non-Final Rejection electronically to two email addresses associated with Respondent and to another email address associated with a member of Respondent's office staff.

26. On October 3, 2017, Respondent submitted an Amendment/Request for Reconsideration in the '628 application.

27. On October 18, 2017, the USPTO issued a Final Rejection in the '628 application, rejecting all pending claims and setting a three-month deadline to file a reply. The USPTO transmitted the Final Rejection electronically to the two email addresses associated with Respondent and the other email address associated with a member of Respondent's office staff.

28. Respondent did not ascertain his client's desired course of action in response to the October 18, 2017 Final Rejection.

29. Respondent did not file any response to the October 18, 2017 Final Rejection, nor did he file for an extension of time prior to or after January 19, 2018, so the '628 application was abandoned.

30. The USPTO issued a Notice of Abandonment on May 3, 2018, specifying that the application went abandoned for failure to respond to the Final Rejection.

31. Respondent did not ascertain or execute the client's desired course of action in response to the May 3, 2018 Notice of Abandonment.

Conduct Related to the Representation of Ms. Sharon Vincent and Mr. John Audenby

32. Prior to April 7, 2015, Ms. Sharon Vincent and Mr. John Audenby contacted PSUS in relation to their joint invention.

33. Prior to April 7, 2015, Ms. Vincent and Mr. Audenby together paid PSUS at least \$10,000 to provide services to develop their invention, including patent legal services that would be provided by a third party practitioner.

34. PSUS referred Ms. Vincent and Mr. Audenby to respondent for the patent law services portion of the package.

35. Neither Ms. Vincent nor Mr. Audenby was informed how much of the money they paid to PSUS was paid to Respondent to provide legal services.

36. On or about April 7, 2015, Respondent filed U.S. Patent Application No. 14/680,386 (“the ‘386 application”) on behalf of Ms. Vincent and Mr. Audenby. The ‘386 application was a nonprovisional utility application that listed Ms. Vincent and Mr. Audenby as joint inventors, and Respondent as the filer. The ‘386 published on or about October 13, 2016.

37. The USPTO issued a Non-Final Rejection in the ‘386 application on or about January 21, 2016.

38. Respondent filed a response to the Non-Final Rejection in the ‘386 application and paid the filing fee on June 21, 2016.

39. The USPTO issued a Final Rejection in the ‘386 application on or about September 30, 2016.

40. Respondent filed a Response after Final [Action] in the ‘386 application on or about December 30, 2016.

41. Respondent filed a continuation-in-part application associated with the ‘386 application on behalf of Ms. Vincent and Mr. Audenby.

42. After Respondent filed the continuation-in-part application, the USPTO issued a Notice of Abandonment in the ‘386 application.

43. Respondent did not notify Ms. Vincent of the Notice of Abandonment in the ‘386 application.

44. Respondent did not notify Ms. Vincent of her options after the Notice of Abandonment had issued.

45. Ms. Vincent discovered that the USPTO had issued a Notice of Abandonment when she contacted the USPTO to check on the status of her invention.

46. The USPTO issued a Notice to File Missing Parts in the continuation-in-part application. Within that notice, the USPTO indicated that there had been no payment of the \$70 basic filing fee, the \$35 surcharge, the \$150 search fee, or the \$180 examination fee.

47. Respondent did not notify Ms. Vincent that he had received the Notice to File Missing parts.

48. Respondent did not notify Ms. Vincent of her options going forward.

49. Ms. Vincent discovered that a Notice to File Missing Parts had issued by contacting the USPTO.

50. The USPTO issued a Notice of Abandonment in the continuation-in-part application. The Notice indicated that the reason for abandonment was the failure to respond to the Notice of Missing Parts. The USPTO mailed the notice to Respondent's address, and notified Respondent that the notice was available by email to two of his email addresses and another email to a member of his office staff.

51. Respondent did not notify Ms. Vincent of the Notice of Abandonment, nor did he advise her of her options going forward.

52. After Ms. Vincent contacted the USPTO and determined that Notices of Abandonment had been issued in her applications, she contacted Respondent and asked him about the abandonments. In response, Respondent communicated to her, in essence and not verbatim, that she should not worry because he had sent what was needed. In fact, Respondent had taken no action in response to the Notices of Abandonment in the '386 application and the continuation-in-part application.

53. Respondent eventually stopped responding to Ms. Vincent's requests for information.

Joint Legal Conclusions in D2017-11

54. The OED Director and Respondent stipulate to the legal conclusions as reached by the USPTO Director in the Final Order dated February 14, 2020, and incorporate that document by reference.

Joint Legal Conclusions in D2019-47

55. Respondent acknowledges that, based on the information contained in the Stipulated Facts, above, Respondent's acts and omissions, on or after May 3, 2013, violated the following provisions of the USPTO Rules of Professional Conduct with reference to the representation of Mr. Dashawn Johnson:

- a. 37 C.F.R. § 11.103 of the USPTO Rules of Professional Conduct, by failing to act with reasonable diligence and promptness in representing a client by, *inter alia*, failing to promptly ascertain and execute the client's desired course of action in response to the October 18, 2017 Final Rejection in the '628 application, and/or failing to promptly ascertain and execute the client's desired course of action in response to the May 3, 2018 Notice of Abandonment in the '628 application;
- b. 37 C.F.R. § 11.108(f) of the USPTO Rules of Professional Conduct, by failing to obtain informed consent when accepting compensation from one other than the

client by, *inter alia*, accepting compensation from PSUS for representing Mr. Johnson without obtaining Mr. Johnson's informed consent, including the disclosure of the material risks and reasonably available alternatives to the arrangement.

56. Respondent acknowledges that, based on the information contained in the Stipulated Facts, above, Respondent's acts and omissions, on or after May 3, 2013, violated the following provisions of the USPTO Rules of Professional Conduct with reference to the representation of Ms. Sharon Vincent and Mr. John Audenby:

- a. 37 C.F.R. § 11.103 of the USPTO Rules of Professional Conduct, by failing to act with reasonable diligence and promptness in representing a client by, *inter alia*, failing to promptly ascertain the client's desired course of action in response to the Notice of Abandonment in the '386 application, and/or failing to promptly ascertain and execute the client's desired course of action in response to the Notice of Abandonment in the continuation-in-part application;
- b. 37 C.F.R. § 11.104(a)(3) of the USPTO Rules of Professional Conduct, by failing to keep the client reasonably informed about the status of the matter by, *inter alia*, not informing Ms. Vincent and Mr. Audenby of the Notices of Abandonment issued in the '386 and continuation-in-part applications, and by communicating to Ms. Vincent that he sent what was needed in the '386 and continuation-in-part applications;
- c. 37 C.F.R. § 11.104(a)(4) of the USPTO Rules of Professional Conduct, by failing to promptly comply with reasonable requests for information from the client by, *inter alia*, repeatedly failing to respond to Ms. Vincent's reasonable requests for status reports on the '386 and continuation-in-part applications;
- d. 37 C.F.R. § 11.104(b) of the USPTO Rules of Professional Conduct, by failing to explain the matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation by, *inter alia*, failing to inform Ms. Vincent and Mr. Audenby of the Notices of Abandonment in the '386 and continuation-in-part applications and failing to explain the legal options going forward, or the consequences of not going forward; and/or
- e. 37 C.F.R. § 11.108(f) of the USPTO Rules of Professional Conduct, by accepting compensation from one other than the client without obtaining informed consent from the client by, *inter alia*, accepting compensation from PSUS for representing Ms. Vincent and Mr. Audenby without explaining the risks and reasonably available alternatives to the arrangement.

Additional Considerations

57. The parties acknowledge that they have considered both cases (D2017-11 and D2019-47) in reaching this agreement. The parties acknowledge that they agree that the sanction

of a public reprimand in D2019-47 is acceptable when considered in conjunction with Respondent's acceptance of the identified 30-month suspension and the requirement to take and pass the Multistate Professional Responsibility Examination, as set forth in the February 14, 2020 Final Order issued in D2017-11.

Agreed Upon Sanction

58. Respondent freely and voluntarily agrees, and it is hereby ORDERED that:
- a. Respondent be and hereby is publicly reprimanded for the misconduct as stated in D2019-47;
 - b. Pursuant to the agreement between the parties, the USPTO Director will not consider the pending motion for reconsideration in D2017-11;
 - c. The February 14, 2020 Final Order in D2017-11 shall be effective commencing on the date of this Final Order, without further action by either Respondent or the OED Director;
 - d. Respondent shall be granted limited recognition to practice before the Office beginning on the date of this Final Order, and expiring on December 21, 2020, with such limited recognition being granted for the sole purpose of facilitating Respondent's compliance with 37 C.F.R. § 11.58(b);
 - e. With the exception of terms expressed in paragraph d, above, Respondent shall comply fully with 37 C.F.R. §§ 11.58 and 11.60;
 - f. The OED Director shall electronically publish the Final Order in D2017-11 and D2019-47 at OED's electronic FOIA reading room, which is publicly accessible at: <https://foiadocuments.uspto.gov/oed/>;
 - g. The OED Director shall publish a notice in the *Official Gazette* that is materially consistent with the following:

Notice of Discipline

This notice concerns Jerry D. Haynes of North Miami, Florida, a registered patent attorney (Registration Number 42,646). The United States Patent and Trademark Office ("USPTO" or "Office") has publicly reprimanded Mr. Haynes.

The OED Director issued a warning letter to Respondent on March 2, 2011, in which Respondent was warned that a practitioner must obtain consent, after full disclosure from the client to accept compensation from a third party. This warning referenced his conduct in relation to accepting payment from a company, Patent

Assistance Worldwide (“PAW”), that paid him for discrete legal services provide to clients of PAW.

In or about February 2014, Mr. Dashawn Johnson contracted with a company, Patent Services USA (“PSUS”) to purchase a package of services that included legal services. Mr. Johnson then executed a separate agreement with Mr. Haynes, in which Mr. Haynes provided legal services to Mr. Johnson, and PSUS paid Mr. Haynes for those services. Mr. Haynes provided a Patent Search & Legal Opinion to Mr. Johnson, for which PSUS paid Mr. Haynes. Mr. Haynes filed a provisional patent application on behalf of Mr. Johnson. The provisional patent application expired without any action by Mr. Haynes. Mr. Haynes then filed a non-provisional utility application on behalf of Mr. Johnson. The Office issued a Non-Final Rejection of that application. Mr. Haynes submitted an Amendment/Request for Reconsideration. The USPTO issued a Final Rejection. Mr. Haynes did not file anything in response.

Mr. Haynes’ conduct in representing Mr. Johnson violated the following provisions of the USPTO Rules of Professional Conduct: 37 C.F.R. §§ 11.103, failure to act diligently in the representation of a client and 11.108 (f), accepting compensation from a third party without obtaining informed consent from the client.

Ms. Sharon Vincent and Mr. John Audenby contracted with PSUS to provide services to develop their invention, including patent legal services that would be provided by Mr. Haynes. Mr. Haynes filed a non-provisional utility patent application on behalf of Ms. Vincent and Mr. Audenby. A Notice of Abandonment was issued in the application, but Mr. Haynes did not inform Ms. Vincent of the abandonment, or advise her as to her options in regard to that application. Mr. Haynes filed an application that was a continuation-in-part of the initial application. The USPTO issued a Notice to File Missing Parts in that application because Mr. Haynes had not paid certain fees. Mr. Haynes did not notify Ms. Vincent that the Notice to File Missing Parts had issued, nor did he advise Ms. Vincent of her options going forward. The USPTO issued a Notice of Abandonment in the continuation-in-part application. Mr. Haynes did not notify Ms. Vincent of the Notice of Abandonment, and did not advise her of her options going forward. After Ms. Vincent discovered that a Notice of Abandonment had issued, she contacted Mr. Haynes and asked about the abandonments. Mr. Haynes told her that he had sent what was needed, but in fact he had taken no action in response to the notices of abandonment. Ms. Vincent attempted to contact Mr. Haynes on additional occasions, but Mr. Haynes failed to respond.

Mr. Haynes' conduct in representing Ms. Vincent and Mr. Audenby violated the following provisions of the USPTO Rules of Professional Conduct: 37 C.F.R. §§ 11.103, failure to act diligently in the representation of a client; 11.104(a)(3), failure to keep the client reasonably informed of the status of the matter; 11.104(a)(4), failure to promptly comply with reasonable requests for information; 11.104(b), failure to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation; and 11.108(f), accepting compensation from a third party without obtaining informed consent from the client.

In coming to this agreement, and in considering what discipline is appropriate for the stated conduct, Mr. Haynes and the OED both considered the disposition of all matters currently known to the OED, including the disposition of D2017-11.

This action is the result of a settlement agreement between Mr. Haynes and the OED Director pursuant to the provisions of 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26. Disciplinary decisions involving practitioners are posted for public reading at the FOIA reading room, which is publicly accessible at: <https://foiadocuments.uspto.gov/oed/>.

- h. The OED Director shall publish a notice in the *Official Gazette* that is materially consistent with the following:

Notice of Suspension

This notice concerns Jerry D. Haynes of North Miami, Florida, a registered patent attorney (Registration Number 42,646). The United States Patent and Trademark Office ("USPTO" or "Office") has suspended Respondent for 30 months and prior to reinstatement he must take and pass the Multistate Professional Responsibility Exam.

The OED Director issued a warning letter to Respondent on March 2, 2011, in which Respondent was warned that a practitioner must obtain consent, after full disclosure from the client to accept compensation from a third party. This warning referenced his conduct in relation to accepting payment from a company, Patent Assistance Worldwide ("PAW"), that paid him for discrete legal services provide to clients of PAW.

In September 2012, the PAW Directors formed a new company Patent Services USA, Inc. (“PSUS”). PSUS provided inventors with essentially the same service as those of PAW. In November, 2012, Respondent entered into an agreement with PSUS to provide patent, trademark, and copyright legal services to clients referred to him by the company. PSUS contracted to pay Respondent \$240,000 per year, or \$20,000 per month for these services. Respondent’s contract with PSUS provided Respondent with approximately 80% of his gross revenue for those years.

In or about February 12, 2013 a client contacted PSUS for legal and marketing assistance for his invention. PSUS issued a written proposal to the client, offering to provide him with an “Invention Initiative Guide” for the sum of \$1,295. This initiative guide included a “Registered Attorney/Agent Patent Search & Legal Opinion” of his invention. The client purchased the initiative guide with a legal opinion, disclosed the information about his invention, and paid the \$1,295. At the time the client submitted the payment he was unaware of how much the patent attorney would be paid for that legal opinion prior to its issuance. PSUS provided the client’s disclosure documents to Appellant requesting that he provide a legal opinion. Without having any direct contact with the client beforehand, Appellant’s firm undertook a search and issued a patentability opinion for the invention. Following standard protocol, Respondent emailed PSUS, and not the client, the legal opinion. In that opinion, Respondent stated that “certain aspects of the invention may be patentable.” At the time that Respondent issued the legal opinion he did not disclose to the client his ongoing relationship with PSUS, the terms in his contract, the significant payments he received, and he did not obtain the client’s consent regarding his payment by a third party. PSUS, not Respondent, forwarded the legal opinion to the client. Respondent had no contact with the client prior to or after rendering the legal opinion. Relying on Respondent’s opinion, the client went on to purchase additional services from PSUS via a Patent Protection Agreement to further pursue a patent for his invention. Not only did the client purchase patent protection services but PSUS also sold the client trademark and copyright protection services totaling \$13,439. PSUS provided the client with a written agreement but did not disclose the amount paid to the “patent firm” as mentioned in the agreement. PSUS forwarded the client’s documents to Respondent. Respondent did not contact the client but instead drafted his provisional patent application as directed by PSUS. After drafting the provisional

application, Respondent returned the application to PSUS to forward to the client. After receiving the filing fees from PSUS, Respondent filed the provisional patent application. Later after receiving the opinion, the client hired another patent attorney to provide a patentability opinion. The result of this opinion was that there was already a patent on an almost identical invention and the client was advised against pursuing a utility patent.

At about the same time, Respondent provided similar services to six other clients. These services were provided in the same manner and circumstances such as allowing PSUS to contract with the client for patent legal services without making the proper disclosures regarding fees paid to Respondent.

After a hearing, an initial decision was issued finding Respondent guilty of various acts of misconduct. Respondent appealed and the Final Order of the USPTO Director affirmed that Respondent had engaged in various acts of misconduct. Respondent's misconduct violated both the USPTO Rules of Professional Responsibility and USPTO Rules of Professional Conduct at 37 C.F.R. §§ 10.62(a), 10.68(a)(1), 11.104(a)(1), 11.107(a), 11.108(f)(1) (Count I) and 37 C.F.R. §§ 10.62(a), 10.68(a)(1), 11.104(a)(1), 11.104(a)(2), 11.107(a), 11.108(f), and 11.504(c) (Count II).

In addition to the above misconduct found after a hearing, the issuance of an initial decision by an ALJ, and that decision being affirmed by the USPTO Director, a subsequent proceeding was brought against Respondent for additional misconduct. In coming to an agreement with OED regarding the additional matter, D2019-47, Respondent and the OED Director considered the appropriate discipline for this additional case. Both parties agreed that Respondent would withdraw his request for reconsideration in the above detailed matter and he would receive a public reprimand for the D2019-47 misconduct.

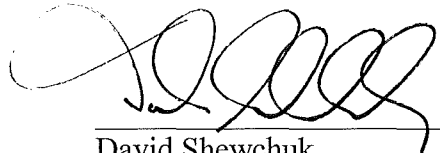
This action is the result of a settlement agreement between Mr. Haynes and the OED Director pursuant to the provisions of 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26. Disciplinary decisions involving practitioners are posted for public reading at the FOIA reading room, which is publicly accessible at: <https://foiadocuments.uspto.gov/oed/>.

- i. Nothing in this Agreement or the Final Order shall prevent the Office from considering the record of these disciplinary proceedings, including this Final

Order: (1) when addressing any further complaint or evidence of the same or similar misconduct concerning Respondent brought to the attention of the Office; (2) in any future disciplinary proceeding against Respondent (i) as aggravating factors to be taken into consideration in determining any discipline to be imposed, and/or (ii) to rebut any statement or representation by or on Respondent's behalf, and (3) in connection with any request for reconsideration submitted by Respondent pursuant to 37 C.F.R. § 11.60;

- j. Respondent waives all rights to seek reconsideration, appeal, or review of the February 14, 2020 Final Order issued in D2017-11 and of the Final Order approving the parties Proposed Settlement Agreement Final Orders under 37 C.F.R. § 11.56 or 11.57, and further has agreed to waive the right otherwise to appeal or challenge such final orders in any manner, including, but not limited to 35 U.S.C. § 32.

2 Oct 2020
Date



David Shewchuk
Deputy General Counsel
United States Patent and Trademark Office

on delegation by

Andrei Iancu
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

cc:

OED Director
U.S. Patent and Trademark Office

Jerry D. Haynes
Respondent