

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

In the Matter of)	
)	
Anthony Matos,)	Proceeding No. D2025-13
)	
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 Anthony Matos (“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.

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

Jurisdiction

1. At all times relevant hereto, Respondent of New York, New York, was an attorney admitted to practice in the State of New York, currently in good standing, and admitted to practice in the State of New Jersey, currently in good standing. Respondent, at all times relevant to this matter, has engaged in practice before the Office in trademark matters. Respondent is authorized to practice before the USPTO in trademark matters. *See* 5 U.S.C. § 500(b); 37 C.F.R. § 11.14(a). Respondent is subject to the USPTO Rules of Professional Conduct, 37 C.F.R. § 11.101 *et seq.*
2. The USPTO Director has jurisdiction over this matter 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

1. Respondent represented the owner of a U.S. registered trademark before the USPTO’s Trademark Trial and Appeal Board (“TTAB”) as the defendant in Cancellation Proceeding No. 92077944 (“Cancellation Proceeding”).
2. Prior to representing the mark owner in the Cancellation Proceeding, Respondent had not practiced before the USPTO in trademark matters in any capacity, including before the TTAB. Respondent represents that he had limited familiarity with trademark law and that this case was his first experience with trademark law.

3. The party seeking cancellation (“Petitioner”) filed their trial brief with the TTAB on August 17, 2023.

4. In connection with his representation, Respondent filed a trial brief for the mark owner (“Defendant’s Brief”) with the TTAB on September 17, 2023. The Defendant’s Brief asserted, *inter alia*, that the parties had a prior coexistence agreement that precluded the Petitioner from challenging the owner’s mark.

5. The Petitioner filed a Rebuttal Brief in the matter on October 2, 2023. The Rebuttal Brief asserted the following regarding the Defendant’s Brief filed by the Respondent:

- a. Defendant’s Brief cited and purported to quote from *Starbucks U.S. Brands, LLC v. Ruben*, 78 USPQ2d 1741 (TTAB 2006) as precedent for the notion that a clear and unambiguous contract controls irrespective of later-discovered facts and that parties cannot take differing positions in cases in different proceedings, but there is no such quote in the decision;
- b. Defendant’s Brief cites a case, *E.J. Brach Corp. v. Gilbert/Robinson, Inc.*, 185 USPQ 597 (TTAB 1975), for the proposition that “agreements are binding and not provisional upon subsequent discoveries,” but the case has nothing to do with the arguments for which it is cited; and
- c. Defendant’s Brief cites *Cunningham v. Laser Golf Corp.*, 55 USPQ2d 1842 (TTAB 2000) concerning the weight to be given to uncorroborated testimony, but there is no such discussion in *Cunningham*.

6. The TTAB issued a non-precedential Opinion in the Cancellation Proceeding on February 7, 2024.

7. In the Opinion, the TTAB stated that the opposing party’s observations regarding the Defendant’s Brief are “correct.” Specifically, the TTAB noted:

[T]here is no discussion in [*Starbucks U.S. Brands, LLC*] about “clear contractual language” – the topic for which Respondent cites the decision. The quotation appearing in Respondent’s trial brief which Respondent attributes to the cited case appears nowhere in the decision;

In *Cunningham*, there is no discussion about the weight to be given uncorroborated testimony; [and]

Even worse, the case “*E.J. Brach Corp. v. Gilbert/Robinson, Inc.*, 185 USPQ 597 (TTAB 1975)” does not exist. Our research revealed several cases in which E.J. Brach Corp. was a party, but none in which Gilbert/Robinson, Inc., was also a named party. Indeed, we could find no decision of ours in which Gilbert/Robinson, Inc., was a named party.

8. In the Opinion, the TTAB further observed that their investigation into the discrepancies identified by the Petitioner led them to discover additional problems in the Defendant's Brief, including the following:

- a. Quotes from a nonexistent case, "*CEP Holdings, LLC. v. Bieber*, 107 USPQ2d 1402 (TTAB 2013)." The USPQ2d reporter citation encompasses a decision in *iCall, Inc. v. Tribair, Inc.* (107 USPQ2d 1401 (N.D. Cal. 2012)). The quotations attributed to "*CEP Holdings*" do not appear in the *iCall* decision.
- b. Citation to another nonexistent case, "*U.S. Olympic Committee v. S. Industries plc*, 63 USPQ2d 2001 (TTAB 2002)."
- c. Citation to the well-known decision, *Union Carbide Corp. v. Ever-Ready Inc.*, 531 F.2d 366, 188 USPQ 623 (7th Cir. 1976), arguing that the case "emphasized that agreements that are clear in their intent should be upheld even in the face of potential misrepresentation, especially when both parties clearly understand the subject matter and implications of the agreement." This issue is not discussed in the case.
- d. Citation to "*Beck v. Manufacturers Hanover Trust Co.*, 98 A.D.2d 8, 469 N.Y.S.2d 14 (1983)." While there is a case entitled "*Beck v. Manufacturers Hanover Trust Co.*," it is reported at 218 A.D.2d 1, 632 N.Y.S.2d 520 and has nothing to do with the issue for which it is cited in the Defendant's Brief.

9. In the Opinion, the petition to cancel the mark was denied on the basis of Respondent's argument that the Petitioner's claims were precluded by contractual estoppel.

10. Respondent represents that he drafted the Defendant's Brief by reviewing the Petitioner's brief and formulating responses to each point raised to the extent possible.

11. Respondent represents that he used internet searches to identify "blog posts and articles" discussing the problematic case citations identified in the Defendant's Brief.

12. When asked by the TTAB whether he read the decisions he identified via the internet searches, Respondent admitted that he had not done so and explained that he did not have access to the case reporters in question.

13. Respondent asserts that, while he did use a generative artificial intelligence ("AI") tool to learn more about the mechanics of TTAB proceedings, he did not use any such tool in the drafting of the Defendant's Brief itself.

14. The TTAB noted:

[Respondent] did not comply with the basic, critical obligations set forth in the rules quoted above.¹ Failing to read the decisions cited in a trial brief

¹ The rules referenced are 37 C.F.R. §§ 2.116(a), 11.18(b)(2)(ii), 11.303, and Fed. R. Civ. P. 11.

represents a dereliction of the duty to perform “an inquiry reasonable under the circumstances” sufficient to certify that the “legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law.” Attributing propositions of law to decisions that did not discuss those propositions is bad enough. Purporting to actually quote from decisions where neither the quote nor anything like it appears is worse. And worst of all is citing or purporting to quote from decisions **that do not exist**.

* * * * *

The conduct...is not only contrary to the rules sets forth above, but also represents a failure to perform this core duty in the practice of law. The Board, like other tribunals and courts in the adversary system of justice used in this country, rely on counsel to frame the issues for decision. Representing that cited decisions stand for legal propositions not implicated in the decisions undermines the decisional process. And we are at a loss for words that adequately express the gravity of Respondents’ citation of fictitious decisions.

(emphasis in original)

15. The TTAB also noted that the Petitioner’s Rebuttal Brief put Respondent on notice regarding some of the problematic citations but that Respondent did not seek to explain or rectify the citations in the nearly two-month period between submission of the Rebuttal Brief and the Oral Hearing held on December 13, 2023.

16. Respondent represents that he did not know that he could make any filing after the Petitioner’s Rebuttal Brief and that he requested the Oral Hearing so that he could address the problematic citation issue.

Additional Considerations

17. Respondent cooperated fully with OED’s investigation.

18. Respondent has acknowledged his ethical lapses, demonstrated genuine contrition, and accepted responsibility for his acts and omissions.

Joint Legal Conclusions

19. Respondent acknowledges that, based on the information contained in the joint stipulated facts, above, that his actions in connection with submission of the Defendant’s Brief in the Cancellation Proceeding violated the following provisions of the USPTO Rules of Professional Conduct:

- a. 37 C.F.R. § 11.101 (a practitioner shall provide competent representation) by, *inter alia*, (1) not utilizing reasonable legal research tools in connection with representation

of a client, (2) not adequately reviewing case law submitted with the TTAB in connection with a legal proceeding before the tribunal, and (3) not understanding the requirements of 37 C.F.R. § 11.18 when presenting any paper to the USPTO;

- b. 37 C.F.R. § 11.103 (not acting with reasonable diligence) by, *inter alia*, (1) not utilizing reasonable legal research tools in connection with representation of a client, (2) not adequately reviewing case law submitted with the TTAB in connection with a legal proceeding before the tribunal, and (3) prior to presenting Defendant's Brief to the TTAB, not conducting an inquiry reasonable under the circumstances as required by 37 C.F.R. § 11.18 in order to certify that the legal contentions set forth in the brief were warranted by existing law;
- c. 37 C.F.R. § 11.301 (meritorious claims and contentions) by, *inter alia*, presenting legal contentions in the brief that were not warranted by existing law;
- d. 37 C.F.R. § 11.804(c) (engaging in conduct involving misrepresentation) by, *inter alia*, presenting non-existent case law to the TTAB; and
- e. 37 C.F.R. § 11.804(d) (engaging in conduct that is prejudicial to the administration of justice) by, *inter alia*, (1) prior to presenting Defendant's Brief to the TTAB, not conducting an inquiry reasonable under the circumstances as required by 37 C.F.R. § 11.18 in order to certify that the legal contentions set forth in the Defendant's Brief were warranted by existing law, and (2) presenting non-existent case law to the TTAB.

Agreed-Upon Sanction

20. Respondent freely and voluntarily agrees, and it is hereby ORDERED that:
- a. Respondent is publicly reprimanded;
 - b. Within six months of the date of this Final Order, Respondent shall (a) attend two hours of continuing legal education ("CLE") on the topic of the use of generative AI in legal practice and (b) provide the OED Director with written evidence of his CLE attendance;
 - c. The OED Director shall electronically publish this Final Order at the OED's electronic FOIA Reading Room, which is publicly accessible through the Office's website at: <https://foiadocuments.uspto.gov/oed/>;
 - d. The OED Director shall publish a notice in the *Official Gazette* that is materially consistent with the following:

Notice of Public Reprimand

This notice concerns Anthony Matos of New York, New York, who is licensed to practice law in New York and New Jersey, and who has practiced before the USPTO in trademark matters. Mr. Matos is not registered to practice before the Office in patent matters. The USPTO Director publicly reprimanded Mr. Matos for violating 37 C.F.R. §§ 11.101 (a practitioner shall provide competent representation), 11.103 (not acting with reasonable diligence), 11.301 (meritorious claims and contentions), 11.804(c) (engaging in conduct involving misrepresentation), and 11.804(d) (engaging in conduct that is prejudicial to the administration of justice) predicated on submitting a brief to the Trademark Trial and Appeal Board containing inaccurate citations and non-existent quotes to existing case law and citation to non-existent case law. In violation of 37 C.F.R. § 11.18, Mr. Matos failed to read case citations he found using internet searches revealing discussion of the cases on blog posts and articles before incorporating them into his brief and presenting the brief to the TTAB.

This action is the result of a settlement agreement between Anthony Matos 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 Office of Enrollment and Discipline Reading Room accessible at: <https://foiadocuments.uspto.gov/oed/>;

- e. Nothing in this Final Order shall prevent the Office from considering the record of this disciplinary proceeding, 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; and (2) in any future disciplinary proceeding against Respondent (i) as an aggravating factor 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;
- f. Based on Respondent's agreement to do so, Respondent waives all rights to seek reconsideration of this Final Order under 37 C.F.R. § 11.56, waives the right to have this Final Order reviewed under 37 C.F.R. § 11.57, and waives the right otherwise to appeal or challenge this Final Order in any manner; and
- g. Each party shall bear their own costs incurred to date and in carrying out the terms of the Agreement and this Final Order.

(signature page follows)

(signature page for Final Order (D2025-13))

**Users, Choe,
Tricia**

Digitally signed by Users,
Choe, Tricia
Date: 2025.03.06 09:30:52
-05'00'

Tricia Choe
Associate General Counsel for General Law
United States Patent and Trademark Office

Date

on delegated authority by

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

CERTIFICATE OF SERVICE

I hereby certify the foregoing Final Order was mailed by first-class certified mail, return receipt requested, and transmitted by electronic mail, on this day to Respondent as follows:

Mr. Anthony Matos
690 Academy St. APT. 4A
New York, NY 10034-4214

and



3/06/25
DATE

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line at the end, positioned above the office address.

U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450