

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

F2E HOLDINGS LLC

*ex rel.*MISSION INTEGRATED TECHNOLOGIES,
LLC,

Plaintiff,

v.

TIMOTHY G. CLEMENTE &
JOSHUA CLEMENTE,

Defendants.

Case No. CL-2023-0014661

**JOSHUA CLEMENTE’S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM**

Joshua Clemente, by and through undersigned counsel, denies Plaintiff is entitled to relief and answers the allegations set forth in the Complaint as follows:

NATURE OF THE ACTION¹

1. Defendant Joshua Clemente admits that the Complaint seeks monetary and injunctive relief from both Joshua Clemente and Timothy Clemente. Defendant denies that Plaintiff is entitled to any of the relief it seeks.

2. Joshua Clemente admits that the Complaint purports to be a derivative action brought under Delaware law on behalf of Mission Integrated Technologies, LLC (“MIT”). Joshua Clemente denies that Plaintiff *ex rel.* F2E Holdings LLC (“F2E”) can pursue these derivative claims, however, because F2E does not allege that it made a pre-suit demand to

¹ Headings are copied from the Complaint and are included for ease of reference only.

MIT, nor has it set forth with particularity the reasons for not making a pre-suit demand, as required by Del. Code Ann. tit. 6, § 18-1003. Joshua Clemente further notes that F2E's sole owner, Fahmi Alubbad, recently initiated Inter Partes Review proceedings in MIT's name before the U.S. Patent and Trademark Office, challenging the validity of U.S. Patent No. 11,174,677 ("the '677 patent"), which is owned by Joshua Clemente. Fahmi Alubbad unilaterally initiated those proceedings in MIT's name, without consulting MIT's other members. *See Answer Exhibit 1* (F. Alubbad declaration in support of IPR petition).

PARTIES

3. Defendant admits that MIT is a Delaware limited liability company that markets the Articulating Rapid Entry System ("ARES").

4. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph Four.

5. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph Five.

6. Defendant admits that he is a resident and citizen of Texas, and admits that his father is Timothy Clemente, otherwise denied.

JURISDICTION AND VENUE

7. Paragraph Seven states a legal conclusion to which no response is required.

8. Paragraph Eight states a legal conclusion to which no response is required.

9. Paragraph Nine states a legal conclusion to which no response is required.

10. Paragraph Ten states a legal conclusion to which no response is required.

FACTUAL BACKGROUND **The Formation of MIT**

11. Defendant lacks knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 11.

12. Defendant admits that MIT markets an articulating vehicle-based assault and rescue system called ARES, and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12.

13. Defendant admits that Paragraph 13 contains a photograph of the ARES system marketed by MIT.

14. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14.

15. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15.

16. Defendant admits that that Tim Clemente is the President of MIT.

Relevant MIT Operating Agreement Provisions

17. Paragraph 17 purports to quote the MIT Operating Agreement, which speaks for itself.

18. Paragraph 18 purports to quote the MIT Operating Agreement, which speaks for itself.

19. Paragraph 19 purports to quote the MIT Operating Agreement, which speaks for itself.

20. Paragraph 20 purports to quote the MIT Operating Agreement, which speaks for itself.

21. Paragraph 21 purports to quote the MIT Operating Agreement, which speaks for itself.

22. Paragraph 22 purports to quote the MIT Operating Agreement, which speaks for

itself.

Circumstances Leading to Josh's Work on ARES

23. Defendant admits that he has a background in mechanical engineering and admits that he designed the current ARES system, otherwise denied.

24. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

False Representations Regarding Non-Disclosure & Non-Circumvention Agreement

25. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25

26. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Denied.

28. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28.

29. Defendant denies receiving a copy of a non-disclosure and non-circumvention agreement with MIT in 2013. Defendant recalls receiving a copy of a non-disclosure agreement with Atlantis Consulting—a separate company owned and controlled by F2E's owner Fahmi Alubbad—but he did not sign that agreement.

30. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Defendant denies signing a non-disclosure and non-circumvention agreement with

MIT in 2013, and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

33. Defendant denies signing a non-disclosure and non-circumvention agreement with MIT in 2013, and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Defendant admits that he was sent the proposed MIT non-disclosure agreement attached to the Complaint as Exhibit D in or about June 2022. The proposed non-disclosure agreement required the Defendant to falsely state that he previously executed a non-disclosure agreement with MIT dated June 6, 2013. *See* Complaint Exhibit D at 1. Defendant was unwilling to falsely state that he previously signed a non-disclosure agreement with MIT dated June 6, 2013, which is two months before MIT was even formed.

35. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Defendant admits that he signed the non-disclosure agreement attached to the Complaint as Exhibit E in June 2022.

39. Defendant admits that he proposed minor changes to the 2022 non-disclosure agreement sent to him by MIT, in part because he was unwilling to falsely state that he had previously signed a non-disclosure agreement with MIT, otherwise denied.

40. Denied. Tim Clemente sent Joshua Clemente the proposed 2022 non-disclosure

agreement with MIT. Joshua Clemente was unwilling to sign the agreement as drafted because it contained false statements.

July 2022 Agreement Transferring MIT Membership Units to Fournier

41. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. Paragraph 42 summarizes an agreement attached to the Complaint as Exhibit F, which speaks for itself.

43. Paragraph 43 summarizes an agreement attached to the Complaint as Exhibit F, which speaks for itself.

44. Paragraph 44 summarizes an agreement attached to the Complaint as Exhibit F, which speaks for itself.

45. Paragraph 45 summarizes an agreement attached to the Complaint as Exhibit F, which speaks for itself.

46. Defendant notes that Tim Clemente remains the President of MIT, and he presumably must have access to MIT business information as a result. Defendant otherwise lacks knowledge of the allegations in Paragraph 46.

Josh's Work on ARES and False Statements About his Relationship with MIT

47. Defendant admits that he designed the current ARES system, otherwise denied.

48. Defendant admits that he received information about MIT's business from both Tim Clemente and from Fahmi Alubbad (F2E's sole owner), otherwise denied.

49. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. Defendant denies that he received "ARES concepts and capabilities first

developed for F2E,” as alleged in Paragraph 50.

51. Defendant admits that he was never an officer or member of MIT. The remaining allegations in Paragraph 51 are denied, because Fahmi Alubbad, who owns and controls F2E, repeatedly told third parties that Josh Clemente was MIT’s Vice President of Design and Engineering. Indeed, Mr. Alubbad recently submitted a declaration to the U.S. Patent and Trademark Office in which he stated under penalty of perjury that Joshua Clemente was “MIT’s VP of Design and Engineering.” Exhibit 1 at ¶ 10. Mr. Alubbad also stated, again under penalty of perjury, that he attended a trade show with Joshua Clemente in 2017, and distributed dozens of copies of a brochure that described Joshua Clemente as MIT’s VP of Design and Engineering. *Id.* at ¶¶ 21-26; Exhibit 2 at p. 5 (stating Josh Clemente leads MIT’s design and engineering team); Exhibit 3 (screenshot of video distributed by Fahmi Alubbad, listing Josh Clemente as VP of Design and Engineering).

52. Denied. Fahmi Alubbad, the sole owner of F2E, repeatedly told third parties that Josh Clemente was MIT’s VP of Design and Engineering, as Mr. Alubbad’s recent sworn declaration confirms. *See* Exhibits 1-3.

53. Denied.

54. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. Defendant admits that he was not an officer or member of MIT, even though Fahmi Alubbad, the sole owner of F2E, repeatedly told third parties that Defendant was MIT’s VP of Design and Engineering. *See* Exhibits 1-3.

56. Denied.

57. Defendant lacks knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 57.

**Tim and Josh's Scheme to Misappropriate
MIT's Confidential Information and Intellectual Property Rights**

58. Denied.

59. Admitted.

60. Admitted.

61. Defendant admits that he filed the patent application attached to the Complaint as Exhibit G, and did not assign the patent to MIT, otherwise denied.

62. Defendant admits that the application for U.S. Patent No. 11,174,677 was published on May 21, 2020, and admits that the PTO granted the '677 patent on November 16, 2021, otherwise denied.

63. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63.

64. Denied.

65. Denied.

66. Denied.

67. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67.

68. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68.

69. Defendant states that he, not F2E, first identified 21st Century Group, and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69.

70. Defendant admits that MIT entered into a contract with Cardinal, and that

Cardinal received confidential information about ARES. Defendant otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70.

71. Admitted.

72. Defendant admits that he signed a contract with 21st Century, but denies that was done without Plaintiff's knowledge.

73. Defendant admits that 21st Century was given information about ARES, otherwise denied.

74. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74.

75. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81.

82. Defendant admits that he was never compensated for his work on the ARES system and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 82.

83. Admitted.

84. Defendant states that he discussed receiving a 10% ownership interest in MIT

with Fahmi Alubbad on numerous occasions. Mr. Alubbad initially led Defendant to believe that he would be granted that ownership interest once the ARES product was on the market, but in late 2017 Mr. Alubbad changed course and told Defendant he would not be granted the ownership interest they had previously discussed, otherwise denied.

85. Defendant admits that in late 2017, Fahmi Alubbad offered him a low-paying position at MIT, with no compensation for his prior work, and no ownership interest in MIT, otherwise denied.

86. Admitted.

87. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87.

88. Denied.

89. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89.

90. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90.

91. Defendant admits that he personally paid \$30,000 to 21st Century for their work on the ARES system after F2E and MIT failed to provide payment, otherwise denied.

92. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92.

93. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93.

94. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94.

95. Defendant denies any suggestion that he hindered MIT's efforts to access ARES information. Indeed, Defendant repeatedly sent that information both to MIT and directly to F2E's sole owner, Fahmi Alubbad.

96. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96.

97. Denied. Joshua Clemente has repeatedly provided ARES information and detailed disclosures to attorneys purportedly acting on behalf of Fahmi Alubbad and MIT.

False Representations Regarding Patent Assignment Agreement

98. Admitted.

99. Defendant admits that he was sent a copy of the proposed Patent Assignment Agreement attached to the Complaint as Exhibit I.

100. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100.

101. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101.

102. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102.

103. Defendant admits that he signed the patent assignment agreement attached as Exhibit J, and admits that MIT rejected that agreement, otherwise denied.

**COUNT I
Breach of Fiduciary Duties
(against Tim)**

104. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

105. Paragraph 105 is a legal conclusion to which no response is required.

106. Denied.

107. Paragraph 107 purports to quote the MIT Operating Agreement, which speaks for itself.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

COUNT II
Misappropriation of Trade Secrets
(Against Tim and Josh)

112. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

113. Paragraph 113 states a legal conclusion to which no response is required.

114. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 114.

115. Denied.

116. Denied.

117. Defendant admits that he did not sign a non-disclosure and non-circumvention agreement with MIT prior to 2022.

118. Defendant admits that he did not sign a non-disclosure and non-circumvention agreement with MIT prior to 2022, otherwise denied.

119. Defendant admits that he did not sign a non-disclosure and non-circumvention agreement with MIT prior to 2022, otherwise denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

**COUNT III
Business Conspiracy
(Against Tim and Josh)**

125. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

126. Denied

127. Denied.

128. Denied.

129. Denied.

**COUNT IV
Unjust Enrichment
(Against Josh)**

130. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

131. Denied.

132. Defendant admits that he filed the patent application attached to the Complaint as Exhibit G, otherwise denied.

133. Defendant admits that the U.S. Patent and Trademark Office granted his patent application and awarded him U.S. Patent No. 11,174,677, otherwise denied.

134. Denied.

135. Denied.

136. Denied.

COUNT V
Common-Law Fraud
(Against Tim)

137. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

138. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 138.

139. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 139.

140. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140.

141. Denied.

142. Denied.

143. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 143.

144. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 144.

145. Denied.

COUNT VI
Breach of Contract
(Alleged in the Alternative Against Josh)

146. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

147. Denied.

148. Denied.

149. Denied.

150. Denied

151. Denied.

152. Denied

153. Denied.

COUNT VII
Breach of Contract
(Against Tim)

154. Defendant repeats his answers to the allegations set forth in the preceding paragraphs.

155. Paragraph 155 states a legal conclusion to which no response is required.

156. Paragraph 156 states a legal conclusion to which no response is required.

157. Paragraph 157 purports summarize a July 2022 agreement, which speaks for itself.

158. Paragraph 158 purports to summarize a July 2022 agreement, which speaks for itself.

159. Paragraph 159 purports to summarize a July 2022 agreement, which speaks for itself.

160. Defendant notes that Tim Clemente remains MIT's president and managing member, and otherwise lacks knowledge of the allegations in Paragraph 160.

161. Denied.

PLAINTIFF'S PRAYER FOR RELIEF

Joshua Clemente denies that Plaintiff is entitled to any of its requested relief and respectfully request judgment in favor of the Defendants.

JOSHUA CLEMENTE'S AFFIRMATIVE DEFENSES

Defendant sets forth his affirmative defenses below. By setting forth these affirmative defenses, Defendant does not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiff.

A. Plaintiff *ex rel.* F2E's derivative claims must be dismissed because F2E does not allege that it made a pre-suit demand to MIT, nor has it set forth with particularity the reasons for not making a pre-suit demand, as required by Del. Code Ann. tit. 6, § 18-1003.

B. Plaintiff's claims are barred by the applicable statutes of limitation.

C. Plaintiff's claims are barred by the equitable doctrine of laches, estoppel, waiver, unclean hands, and *in pari delicto*.

D. Plaintiff's claims are barred, in whole or in part, due to the ratification, and consent to, the conduct of Defendants.

E. Plaintiff's claims fail to state a claim upon which relief could be granted.

F. Joshua Clemente reserves the right to assert and rely upon other applicable defenses that may become available or apparent in the future.

JOSHUA CLEMENTE'S FIRST COUNTERCLAIM
(Patent Infringement by MIT)

1. Counterclaim Plaintiff Joshua Clemente is the inventor and owner of U.S. Patent No. 11,174,677 ("the '677 Patent"), titled "Vehicle-Mounted Elevated Access System." A copy of the '677 patent is attached to Plaintiff's complaint as Exhibit H.

2. Joshua Clemente is the owner of all rights, title, and interest in the '677 patent, which was duly and properly issued by the United States Patent and Trademark Office on November 16, 2021.

3. Counterclaim Defendant MIT is infringing and has infringed the '677 Patent through the manufacture, use, offer for sale, or sale of the ARES product.

4. MIT has actual notice of its infringement of the '677 patent.

5. Despite MIT's actual notice of infringement, MIT has continued to manufacture, use, offer for sale, or sell the infringing ARES product.

6. MIT's infringement of the '677 patent is, and has been, willful.

7. MIT has caused, and will continue to cause, irreparable injury and damages by infringing the '677 patent.

8. Joshua Clemente will suffer further irreparable injury unless and until MIT is enjoined from infringing the '677 patent.

JOSHUA CLEMENTE'S PRAYER FOR RELIEF

WHEREFORE, Joshua Clemente asks:

A. That judgment be entered against the Plaintiff and in the favor of the Defendants on all of Plaintiff's claims;

B. That MIT be ordered to pay all costs associated with this action;

C. That MIT be declared to have infringed the '677 patent as set forth in Joshua Clemente's Counterclaim;

D. That MIT be permanently enjoined from further infringement of the '677 patent;

E. That MIT be ordered to pay Joshua Clemente damages adequate to compensate him for MIT's infringement of the '677 patent pursuant to 35 U.S.C. § 284;

F. That MIT be ordered to pay treble damages for willful infringement of the '677 patent pursuant to 35 U.S.C. § 284;

G. That this case be declared “exceptional” under 35 U.S.C. § 285 and Joshua Clemente be awarded his attorneys’ fees, expenses, and costs incurred in this action;

H. That Joshua Clemente be granted pre-judgment and post-judgment interest on the damages caused MIT’s infringement of the '677 patent; and

I. That the Court grant Joshua Clemente such other and further relief as may be deemed just and appropriate.

JURY DEMAND

Joshua Clemente demands a trial by jury for all issues and claims so triable.

November 24, 2023

Respectfully submitted,



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Counsel for Defendant Joshua Clemente

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2023, Joshua Clemente's Answer, Affirmative Defenses, and Counterclaim was filed and served electronically using fileandservexpress.com and also sent by electronic mail to the other parties to this action, as follows:

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Pro Se Defendant



Rebecca S. LeGrand, VSB. No. 89859

J. CLEMENTE EXHIBIT 1

Declaration of Fahmi Alubbad

**UNITED STATES PATENT AND TRADEMARK
OFFICE**

**BEFORE THE PATENT TRIAL AND APPEAL
BOARD**

Mission Integrated
Technologies LLC
Petitioners

v.

Joshua Clemente
Patent Owner

Case IPR2023-00000
Patent 11,174,677

DECLARATION OF FAHMI ALUBBAD

Mission Ex. 1004

I, Fahmi Alubbad, declare as follows:

1. From August 5, 2013, to present, I have worked at Mission Integrated Technologies, LLC (“MIT”) (and its predecessor company Assault Rescue Elevated System, LLC) as an Owner Representative. My responsibilities have generally included marketing and sales activities, such as establishing marketing and product development initiatives.

2. From 2015 to present, my responsibilities have included working with development and operational teams to launch the Articulating Rapid Entry System (“ARES”) line of products.

3. MIT began the development of an entirely new generation of an ARES line of products in early 2017 and MIT’s President (“Tim Clemente”) hired Genovese Productions, LLC to take a video shoot of a new generation ARES product in July of 2017 (“the July 2017 video shoot”) for marketing purposes.

4. Exhibit 1005 is a true and correct copy of MIT’s paid Invoice to Genovese Productions, LLC for the July 2017 video shoot of the new generation ARES product.

5. Exhibit 1006 is a true and correct copy of a “Technical Offer” made by MIT to the Kingdom of Saudi Arabia Ministry of Defense dated June 12, 2017, regarding Two Armored Assault Vehicles with ARES System,

with red annotations added.

6. A promotional video of the new generation ARES product created from the July 2017 video shoot was entitled “ARES PROMO 6” (“The ARES 6 video”, Ex. 1007). The ARES 6 video (Ex. 1007) was published on YouTube by Tim Clemente on October 11, 2017, at URL at <https://www.youtube.com/watch?v=9gVnP18I39Q>.

7. Exhibit 1008 is a true and correct depiction of a screenshot showing that the ARES 6 video (Ex. 1007) was continuously accessible to the public by using the YouTube search engine since October 11, 2017.

8. Exhibit 1009 is a true and correct depiction of a screenshot of the current web page taken from YouTube that features the ARES 6 video (Ex. 1007).

9. Exhibit 1010 is a true and correct depiction of screenshots taken from the ARES 6 video (Ex. 1007), with red annotations added.

10. Exhibit 1011 is a true and correct depiction of a screenshot of the Inventor and Patent Owner (“Joshua Clemente”) of the 11,174,677 patent, MIT’s VP of Design and Engineering, being featured in the ARES 6 video (Ex. 1007).

11. MIT operated a first website, which was made available to the public at the URL <http://www.Missionintegratedtech.com> on August 7,

2014. MIT developed a second website to promote the new generation of ARES line of products in early October of 2017 and this website was made available to the public at URL <http://www.Mit.technology>. All traffic from the first website was redirected to the second website from October 22, 2017. This second website <http://www.Mit.technology> featured the YouTube link <https://www.youtube.com/watch?v=9gVnP18I39Q> to the ARES 6 video (Ex. 1007), on its Homepage, demonstrating the use and functionality of the new generation ARES product.

12. Exhibit 1012 and Exhibit 1013 are screenshots of the Internet Archive (<http://web.archive.org>) snapshots, taken on October 22, 2017, and November 30, 2018, respectively, of the Homepage of the first MIT website, which is redirected to the Homepage of the second MIT website. These two exhibits (Exs. 1012, 2013) correctly depict the ARES 6 video on the Homepage of MIT's second website as of these two dates, except that the YouTube link to the ARES 6 video (Ex. 1007) is not active on these archive pages, although the YouTube link was active to launch the linked ARES 6 video during the time that the second website was in operation (from October 22, 2017, to at least November 20, 2018).

13. As corroborated by the Wayback Machine of the Internet Archive, the ARES 6 video (Ex. 1007) was published and made

continuously accessible to the public from October 22, 2017, to at least November 20, 2018, on the Homepage of MIT's second website.

14. The first screenshot of MIT's second website taken by the Internet Archive was on October 22, 2017 (Ex. 1012). This is consistent with my recollection that the ARES 6 video (Ex. 1007) first being made available to the public a few days earlier, on October 11, 2017, on YouTube.

15. Exhibit 1007 is a true and correct copy of the ARES 6 video that has been continuously accessible to the public through YouTube since October 11, 2017, and to the public on the Homepage of MIT's second website from October 19, 2017, to at least November 20, 2018.

16. Exhibit 1014 is a true and correct copy of a MIT's marketing brochure created on October 31, 2017 ("the Oct. 2017 brochure") by Tim Clemente for marketing the new generation ARES product, with pages 6-12 added corresponding to labeled Figures 1-7 shown the Oct. 2017 brochure with red annotations added; the Oct. 2017 brochure being a derivative work of the July 2017 video shoot.

17. Exhibit 1015 is a true and correct copy of the document properties page for the Oct. 2017 brochure confirming that it was created on October 31, 2017.

18. Exhibit 1016 is a true and correct copy of an email sent by Tim Clemente on November 8, 2017, to a potential client Mr. Sammy Beydoun, the Global Marketing manager at The Armored Group, which included the Oct. 2017 brochure (Ex. 1014) and promoted MIT's latest video, the ARES 6 video (Ex. 1007), provided on the Homepage of MIT's second website at URL <http://www.Mit.technology>.

19. Exhibit 1018 is a true and correct depiction of a screenshot of a Milipol Paris 2017 Exhibition webpage showing that MIT was an Exhibitor at Milipol Paris 2017 ("Milipol 2017") trade show that took place between November 21, 2017, through November 24, 2017, which included over 900 Exhibitors and over 24,000 attendees and which was open to the public to attend through a simple registration process by creating an account on the Milipol website.

20. Exhibit 1017 is a true and correct depiction of a screenshot from the webpage at www.armyrecognition.com showing MIT's Exhibit site at Milipol 2017.

21. I attended Milipol 2017 along with Tim Clemente and Joshua Clemente and we along with another attendee collectively managed MIT's Exhibit site.

22. The same new generation ARES product featured in the

ARES 6 video (Ex. 1007) and in the Oct. 2017 brochure (Ex. 1014) was shipped to Milipol 2017 and was exhibited at MIT's Exhibit site.

23. The ARES 6 video (Ex. 1007) was accessible to the public at Milipol 2017, since it was repeatedly played to the attendees on a video monitor at MIT's Exhibit site.

24. At least three dozen hard copies of the Oct. 2017 brochure (Ex. 1014) were distributed to attendees at MIT's Exhibit site at Milipol 2017.

25. I digitally distributed copies of the Oct. 2017 brochure (Ex. 1014) to potential customers via the WhatsApp app in the weeks before Milipol 2017 to generate customer interest in the new generation ARES product at Milipol 2017.

26. I digitally distributed copies of the Oct. 2017 brochure (Ex. 1014) via the WhatsApp app in the weeks following Milipol 2017 to interested attendees who attended MIT's exhibit site but were not able to get a hard copy of the Oct. 2017 brochure (Ex. 1014) since all the hard copies provided had been already taken by other attendees.

27. I digitally distributed copies of the URL at <https://www.youtube.com/watch?v=9gVnP18I39Q> for the ARES 6 video (Ex. 1007) via the WhatsApp app in the weeks before Milipol 2017 to generate customer interest in the new generation ARES product at Milipol

2017.

28. In early November of 2018, a new ARES promotion video was created, which was entitled “ARES Elevated Tactics System” (“the Elevated ARES video”, Ex. 1019). The Elevated ARES video merged footage from the ARES 6 video (Ex. 1007) with new footage of the ARES system being used to enter an upper deck fuselage door of an A380 aircraft. The Elevated ARES video (Ex. 1019) was published on YouTube on November 13, 2018, at URL <https://www.youtube.com/watch?v=oXlIgPlKBAQ4>.

29. Exhibit 1019 is a true and correct copy of the Elevated ARES video that has been continuously available to the public through YouTube since November 13, 2018.

30. Exhibit 1022 is a true and correct depiction of a screenshot showing that the Elevated ARES video (Ex. 1019) was continuously accessible to the public by using the YouTube search engine since November 13, 2018.

31. Exhibit 1023 is a true and correct depiction of a screenshot of the current web page taken from YouTube that features the Elevated ARES video (Ex. 1019).

32. Exhibit 1024 is a true and correct depiction of screenshots

taken from the Elevated ARES video (Ex. 1019), with red annotations added.

33. I digitally distributed copies of the URL at <https://www.youtube.com/watch?v=oXIgPIKBAQ4> for the Elevated ARES video (Ex. 1019) to potential customers via the WhatsApp app in the days immediately after it was posted on YouTube on November 13, 2018.

34. All statements made herein of my own knowledge are true; all statements made on information and belief are believed to be true; and these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both under 18 U.S.C. § 1001.

Executed this 6 day of August 2023

Respectfully Submitted,



Digitally Signed

Fahmi Alubbad

J. CLEMENTE EXHIBIT 2

MIT IPR Exhibit 1014



We Invented Elevated Tactics

Mission Ex. 1014, Page 1 -12

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SOMEBODY HAS TO GO IN FIRST...

BUT NOBODY SHOULD EVER GO IN ALONE.

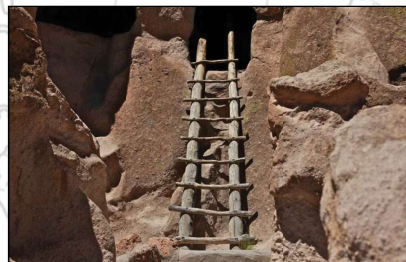


Tactical ops require training, planning, and proper equipment. Pre-historic tools, such as ladders, are not proper equipment for modern tactical ops.

Yet, despite their ancient origins, our competitors still use ladders to deliver operators to elevated targets the same way they were used millenia ago.

Operators are limited to slow, single-file movement when climbing ladders, leaving each individual on the ladder isolated and alone...

And *alone* is never a good tactic.

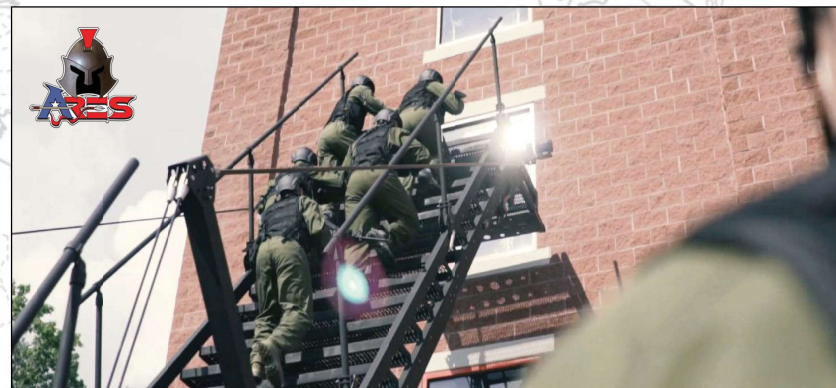


If your SOP involves using ladders, maybe it's time to look for a more modern tactical solution.

Question: If a dozen armed men are on the other side of a door, is it ever a good tactic to climb a ladder to get to that door?

Answer: No. At MIT we don't rely on ladders, we rely on tactical prowess, and unbridled innovation.

We literally coined the phrase: "elevated tactics."



ARES allows operators to approach the target location together, as a team... *Together* is always a good tactic.

Many companies claim to make elevated tactics systems, but they actually make outdated equipment with centuries old technology.

At MIT, we prefer to innovate, while other companies imitate.

There's only one choice for tactical capability, reach height, rapid deployment time, and user-friendliness...

With unrivaled reach and a large, level Breaching Platform at the top, nothing comes close to ARES*...

Nothing.

Brochure - Figure 1, See page 6 of 12



HOSTAGE RESCUE - SWAT OPERATIONS - AIRCRAFT HIJACKING - COUNTER TERRORISM - WARRANT SERVICE - DRUG RAIDS - PERIMETER BREACHING - TUBULAR TARGETS



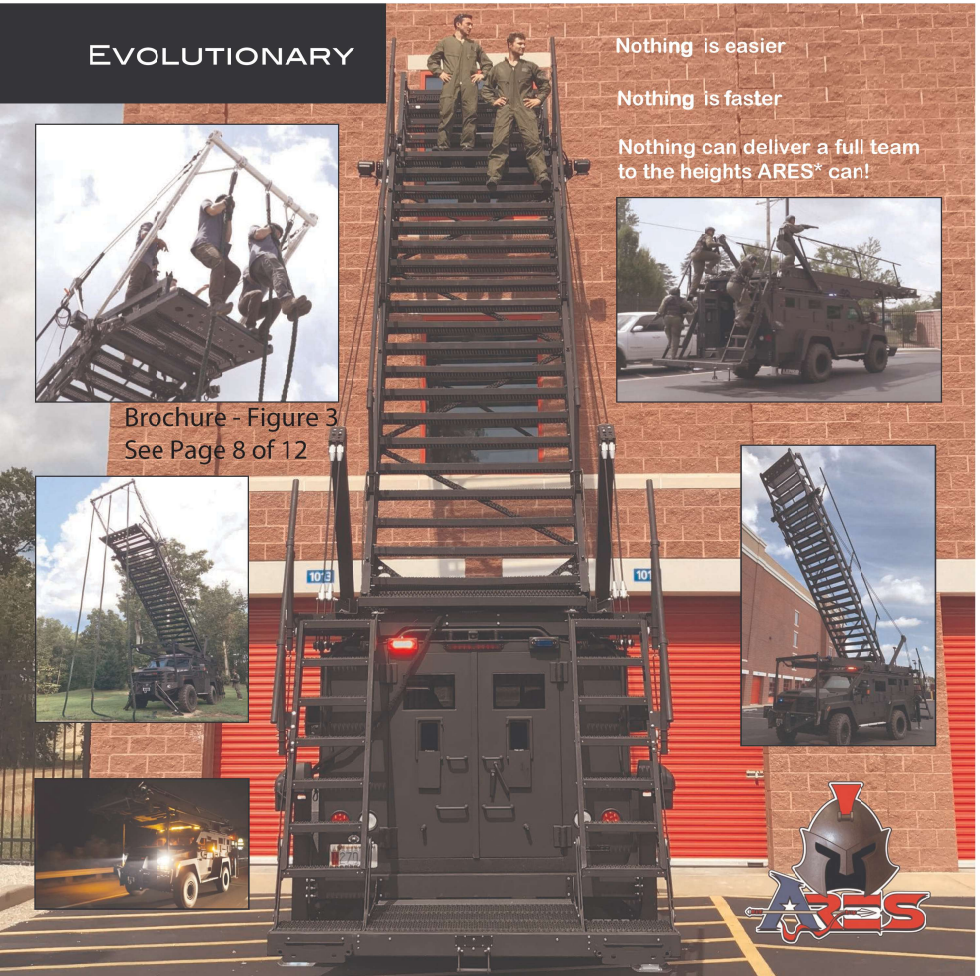
Brochure - Figure 2
See page 7 of 12

Brochure - Figure 7
See page 12 of 12

LENCO
POWERED & VEHICLES

ALWAYS READY

EVOLUTIONARY



Nothing is easier
Nothing is faster
Nothing can deliver a full team
to the heights ARES* can!

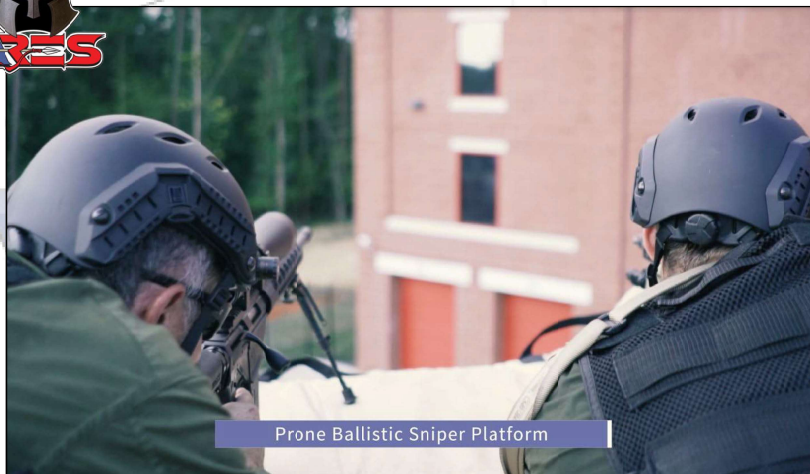
Brochure - Figure 3
See Page 8 of 12



Designed for optimal balance and extraordinary reach (up to 9 meters), ARES* is ready at the push-of-a-button. No preparation, staging, or installing attachments required prior to operating.

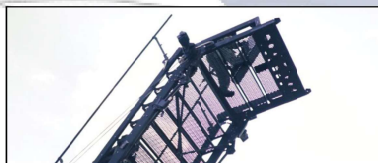
8 METER HIGH VANTAGE POINT

DIRECT ACCESS & DISCREET CONTROL



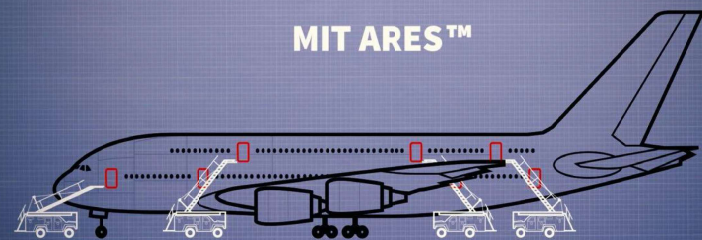
Prone Ballistic Sniper Platform

ARES* Prone Ballistic Sniper Platform sets up in seconds, provides ample room for a sniper and observer to lay prone behind their rifles/optics, with NIJ Level III or IIIA ballistic protection in front of, on both sides, and beneath them. MIT's proprietary wireless smart-device control app (at right) provides freedom of movement and precise control of all systems, and is 100% customizable to the end user's operational needs.



Brochure - Figure 5, See page 10 of 12

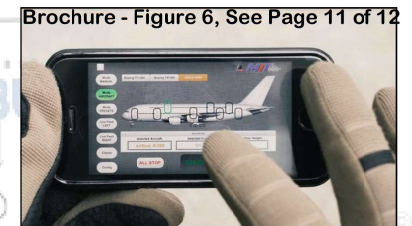
MIT ARES™



Deploy 6-man teams at 8 meters - the upper-deck door height of the A380.



Brochure- Figure 4, See Page 9 of 12



Brochure - Figure 6, See Page 11 of 12

ABOUT MIT

Mission Integrated Technologies (MIT) was founded by experts, for experts, to provide state-of-the-art elevated tactics systems, tactical products, consultation, and training to law enforcement, military, and counter-terrorism units around the world. Tim Clemente, MIT's founder, is a world-renowned subject matter expert and speaker on terrorism, tactical operations, and national security issues, appearing regularly on television and in print media. In 1997 Tim invented the world's first articulating elevated tactics system, the HARAS, on which all competing systems are based.

MIT's cadre of tactical professionals hail from elite organizations including the FBI, DEA, CIA, JSOC, USMC, LAPD, NYPD, and more. Together they share more than a century of relevant tactical experience which they leverage for our customers, in order to provide the best products and services available anywhere. MIT offers a wide spectrum of firearms, elevated tactics, and tactical operations training at our private Combat Tactics Training facility, or at our client's preferred location, both domestic and international.

Our design and engineering team is led by Joshua Clemente, who grew up building elevated tactics systems, and has broad experience in virtually every aspect of vehicle innovation, including SWAT tactical vehicles, high-speed mass transit, and human-rated spacecraft. Josh is complemented by other equally skilled engineers, designers, and craftsmen who work tirelessly to constantly create, analyze, evaluate, and perfect each and every product we offer. From initial concept, through drawing, computer modeling, structural analysis, to final completion and quality control, our engineers lead the way.



*ARES is protected by worldwide patents pending.

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J. CLEMENTE EXHIBIT 3

MIT IPR Exhibit 1011

← → ↻ youtube.com/watch?v=9gVnP18l39Q

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JOSH CLEMENTE
VP Design & Engineering

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ARES PROMO 6

 **Tim Clemente**
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The state-of-the-art in elevated tactics systems, the ARES, is the fastest, strongest, highest-reaching, and most capable system ever made.

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