IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

MISSION INTEGRATED TECHNOLOGIES, LLC, Plaintiff, v. TIMOTHY G. CLEMENTE and JOSHUA CLEMENTE, Defendants.	Case No. 1:23-cv-1608 (LMB/JFA)

JOSHUA CLEMENTE'S ANSWER TO FIRST AMENDED COMPLAINT

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

NATURE OF THE ACTION[1]

1. Defendant Joshua Clemente admits that the First Amended 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.

PARTIES

2. Defendant admits that MIT is a Delaware limited liability company that markets the Articulating Rapid Entry System ("ARES"), and otherwise lacks knowledge sufficient to form a belief as to the allegations in Paragraph Two.

3. Admitted.

[1] Headings are copied directly from the First Amended Complaint and are included for ease of reference only.

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

JURISDICTION AND VENUE

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

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

7. Admitted.

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

FACTUAL BACKGROUND

The Formation of MIT

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

10. 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 10.

11. Defendant admits that Paragraph 11 contains a photograph of the ARES system marketed by MIT.

12. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12.

13. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

14. Defendant admits that MIT is a member managed LLC, and that MIT's member's designated Tim Clemente to serve as the company's President. Defendant denies that "a majority of MIT's members voted to remove Tim as MIT's President," because as shown in Exhibit A to Plaintif's Motion for Leave to Amend (ECF No. 13-2) that action was taken unilaterally by

MIT's majority shareholder, F2E Holdings LLC ("F2E"), without any input from MIT's other members. *See* ECF No. 13-2. Indeed, F2E's sole owner, Fahmi Alubbad, recently submitted a second declaration to the PTO asserting he has had complete control of MIT since its inception, as "is clearly demonstrated by my recent decision to fire Tim Clemente as President of MIT[.]" Exhibit 4 (F. Alubbad Second PTO Declaration) ¶ 11. Defendant further denies that F2E's unilateral action served to "strip [Tim Clemente] of all managerial powers," since MIT is a member managed LLC and Tim Clemente remains a member of MIT.

Relevant MIT Operating Agreement Provisions

15. Paragraph 15 purports to quote the MIT Operating Agreement, which speaks for itself.

16. Defendant admits that Section 3(D) of the MIT Operating Agreement provides that "[n]o Member or Financial Interest Holder has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as specifically provided in this [Operating] Agreement," as set forth in Paragraph 16. Defendant further admits that Section 7(A) of the MIT Operating Agreement provides that "[n]o person may act unilaterally on behalf of the LLC absent the approval of a majority of the Members."

17. Defendant admits that Section 14(A) of the MIT Operating Agreement states that "as long as any Member remains a nominal or beneficial interest holder in the LLC, and for a period of two (2) years thereafter, no Member shall directly or indirectly (e.g., through an affiliate of any Member), engage in any activities within the scope of the Business of the LLC without the Approval of the Members."

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

19. Defendant admits that Section 7(B) of the MIT Operating Agreement provides that MIT's members may designate "a Manager, President, Vice President, Secretary, and/or Treasurer" who "shall have the general powers and duties of management typically vested in the office of president, vice-president, secretary or treasurer of a limited liability company, as applicable, and such other powers and duties as may be prescribed by the Members."

20. Paragraph 20 quotes the MIT Operating Agreement, which speaks for itself.

Circumstances Leading to Josh's Work on ARES

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

22. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22.

False Representations Regarding Non-Disclosure & Non-Circumvention Agreement

23. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23.

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

25. Denied.

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

27. 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.

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

29. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. 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 30.

31. 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 31.

32. 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* ECF No. 1-1 at 84 (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.

33. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

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

36. Defendant admits that he signed the non-disclosure agreement attached to the Complaint as Exhibit E (ECF No. 1-1 at 93-100), otherwise denied.

37. 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 previously signed a non-disclosure agreement with MIT, or that he entered into an agreement with MIT in June 2013, months before MIT was even formed, otherwise denied.

38. Denied. Tim Clemente sent Joshua Clemente the proposed 2022 non-disclosure agreement with MIT. Joshua Clemente was unwilling to sign the agreement as drafted in part because it contained false statements.

July 2022 Agreement Transferring MIT Membership Units to Fournier

39. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

40. Paragraph 40 summarizes an agreement attached to the Complaint as Exhibit F, which speaks for itself.

41. Paragraph 41 summarizes an agreement attached to the Complaint as Exhibit F, which speaks for itself.

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. Defendant notes that Tim Clemente remained President of MIT until at least December 15, 2023, and must have had access to MIT business information as a result. Defendant otherwise lacks knowledge of the allegations in Paragraph 44.

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

45. Defendant admits that he did a great deal of work on the original ARES system, and that he designed the current ARES system, otherwise denied.

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

47. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. Defendant denies that he received "ARES concepts and capabilities first developed for F2E," as alleged in Paragraph 48.

49. Defendant admits that he was never an officer or member of MIT. The remaining allegations in Paragraph 49 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 1at ¶ 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 5 (stating Josh Clemente leads MIT's design and engineering team); Exhibit 3 (screenshot of MIT video distributed by Fahmi Alubbad, describing Josh Clemente as VP of Design and Engineering).

50. Denied. Fahmi Alubbad, the sole owner of F2E, repeatedly told third parties that Josh Clemente was MIT's Vice President of Design and Engineering beginning no later than 2015, and continuing through at least August 6, 2023, when Mr. Alubbad described Josh as

"MIT's VP of Design and Engineering" in a declaration sent to the PTO. *See* Exhibit 1 at ¶ 10.

51. Denied. Fahmi Alubbad, the sole owner of F2E, repeatedly told third parties that Josh Clemente was MIT's Vice President of Design and Engineering, as Mr. Alubbad's recent PTO declaration confirms. *See* Exhibits 1-3.

52. Denied.

53. Denied. Documents recently produced by MIT show that F2E's sole owner, Fahmi Alubbad, was given administrator privileges that allowed him to add, delete, or modify the content on MIT's website in 2017.

54. 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 Vice President of Design and Engineering.

55. Denied.

56. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56.

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

57. Denied.

58. Defendant admits that Tim Clemente filed a provisional patent application on January 28, 2015, as referenced and discussed in presentations and marketing materials used by MIT since 2015.

59. Defendant admits that he filed a provisional patent application on November 20, 2018. The November 20, 2018 provisional patent application covers the current ARES system, however, not the "initial" ARES system developed prior to 2015.

60. 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.

61. 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.

62. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62.

63. Denied.

64. Denied.

65. Denied.

66. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

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

68. 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 68.

69. Defendant admits that MIT entered into a contract with Cardinal, and that Cardinal received information about ARES. Defendant otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69.

70. Admitted.

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

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

73. Denied. Documents recently produced by MIT show that F2E's sole owner, Fahmi Alubbad, was given administrator privileges in 2017 that allowed him to add, delete, or modify the content on MIT's website.

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

75. Denied.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

80. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80.

81. Defendant admits that he was never compensated for his work on the ARES system and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81.

82. Admitted.

83. 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.

84. 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.

85. Admitted.

86. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86.

87. Denied.

88. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88.

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

90. 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.

91. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91.

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 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.

95. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95.

96. Denied. Joshua Clemente has repeatedly provided ARES information and detailed disclosures to MIT, to Fahmi Alubbad, and to attorneys hired by Fahmi Alubbad, including Plaintiff's counsel here, who received those disclosures from undersigned counsel well before any complaint was filed.

False Representations Regarding Patent Assignement Agreement

97. Admitted.

98. Defendant admits that he was sent a copy of the proposed Patent Assignment Agreement attached to the Complaint as Exhibit I (ECF No. 1-1 at 338-42).

99. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 99.

100. Denied.

101. Denied.

102. Defendant admits that he signed the patent assignment agreement attached to the Complaint as Exhibit J (ECF No. 1-1 at 344-49), and admits that F2E rejected that agreement, otherwise denied.

COUNT I
Breach of Fiduciary Duties
(against Tim)

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

104. Paragraph 104 is a legal conclusion to which no response is required.

105. Denied.

106. Paragraph 106 purports to quote the MIT Operating Agreement, which speaks for itself.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

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

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

112. Paragraph 112 states a legal conclusion to which no response is required.

113. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 113.

114. Denied.

115. Denied.

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

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

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

119. Denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

COUNT III
Business Conspiracy
(Against Tim and Josh)

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

125. Denied

126. Denied.

127. Denied.

128. Denied.

COUNT IV
Unjust Enrichment
(Against Josh)

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

130. Denied.

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

132. 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.

133. Denied.

134. Denied.

135. Denied.

COUNT V
Common-Law Fraud
(Against Tim)

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

137. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 137.

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. Denied.

141. Denied.

142. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 142.

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

144. Denied.

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

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

146. Denied.

147. Denied.

148. Denied.

149. Denied

150. Denied.

151. Denied

152. Denied.

COUNT VII
Breach of Contract
(Against Tim)

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

154. Paragraph 154 states a legal conclusion to which no response is required.

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

156. Paragraph 156 purports summarize a July 2022 agreement, which speaks for itself.

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

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

159. Defendant notes that Tim Clemente remains MIT's president and managing member, and otherwise lacks knowledge of the allegations in Paragraph 159.

160. Denied.

PLAINTIFF'S PRAYER FOR RELEIF

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

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

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

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

E. 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 RESTATED FIRST COUNTERCLAIM[2]
(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.

[2] Joshua Clemente restates his pending counterclaim here for clarity. The counterclaim has not been amended.

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.

January 17, 2024

Respectfully submitted,



Rebecca S. LeGrand, VSB. No. 89859
LeGrand Law PLLC
1100 H Street NW, Suite 1220
Washington, DC 20005
(202) 587-5725
rebecca@legrandpllc.com

Counsel for Joshua Clemente

CERTFICATE OF SERVICE

I hereby certify that on January 17, 2024, Joshua Clemente's Answer to Plaintiff's First Amended Complaint was filed electronically through the Court's CM/ECF system, providing service to the following counsel of record:

Laurin H. Mills
Brian P. Donnelly
Werther & Mills, LLC
2121 Eisenhower Avenue, Suite 608
Alexandria, VA 22314
Laurin@werthermills.com
bdonnelly@werthermills.com

Counsel For Mission Integrated Technologies, LLC

Andrew J. Henson
Troutman Pepper Hamilton Sanders LLP
P. O. Box 1122
Richmond, Virginia 23218-1122
andrew.henson@troutman.com

Counsel For Timothy Clemente

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 derivate 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=oXIgPlKBAQ4.

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=oXIgPlKBAQ4 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



dsfsd
fasdf

Mission Ex. 1014, Page 1 -12

SOMEBODY HAS TO GO IN FIRST...





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.

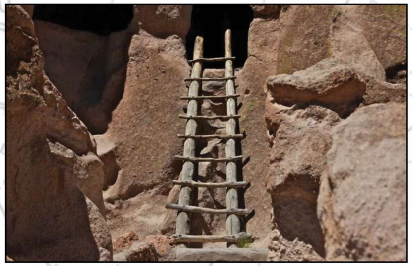
Operators are limited to slow, single-file movement when climbing ladders, leaving each individual on the ladder isolated and alone...

And *alone* is never a good tactic.









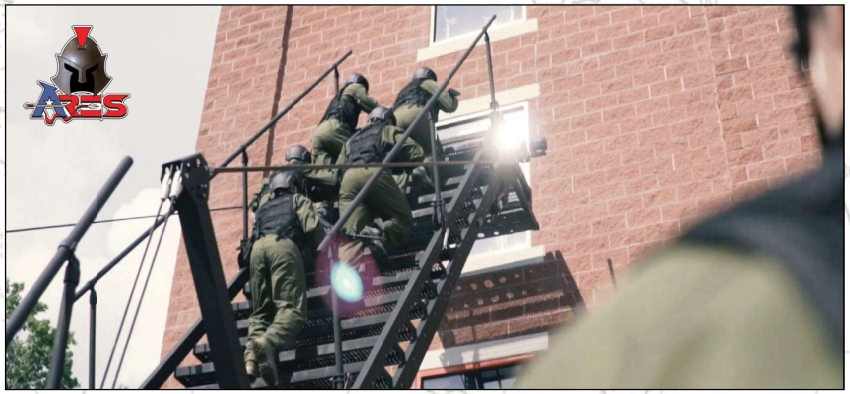
If your SOP involves using ladders,maybe it's time to look for a more modern tactical solution.

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."

BUT NOBODY SHOULD EVER GO IN ALONE.



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

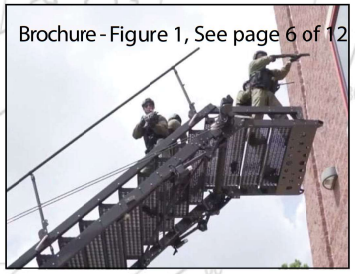
Many companies claim to make elevated tactics systems, but they actually make outdated equipment with centuries old technolcgy.

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.



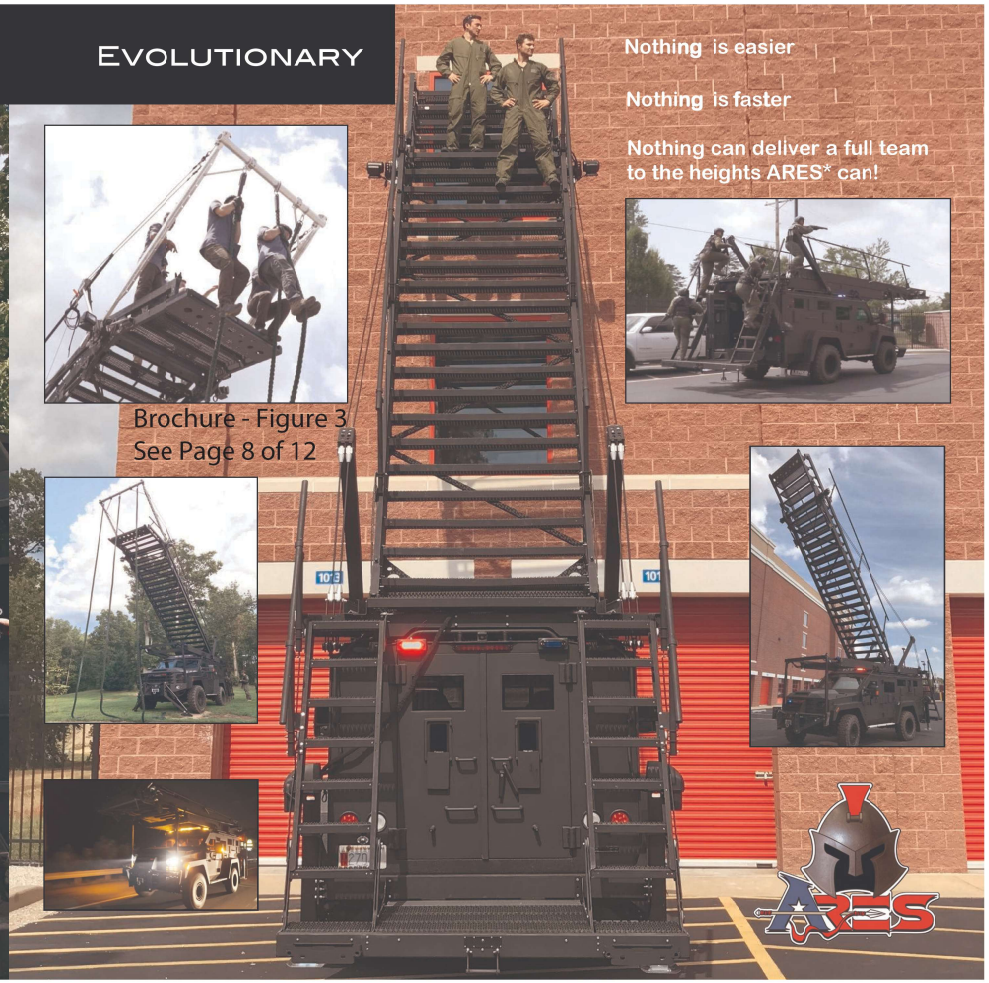
HOSTAGE RESCUE - SWAT OPERATIONS - AIRCRAFT HIJACKING - COUNTER TERRORISM - WARRANT SERVICE - DRUG RAIDS - PERIMETER BREACHING - TUBULAR TARGETS

Case 1:23-cv-01608-LMB-JFA Document 28-2 Filed 01/17/24 Page 3 of 6 PageID# 784



ALWAYS READY

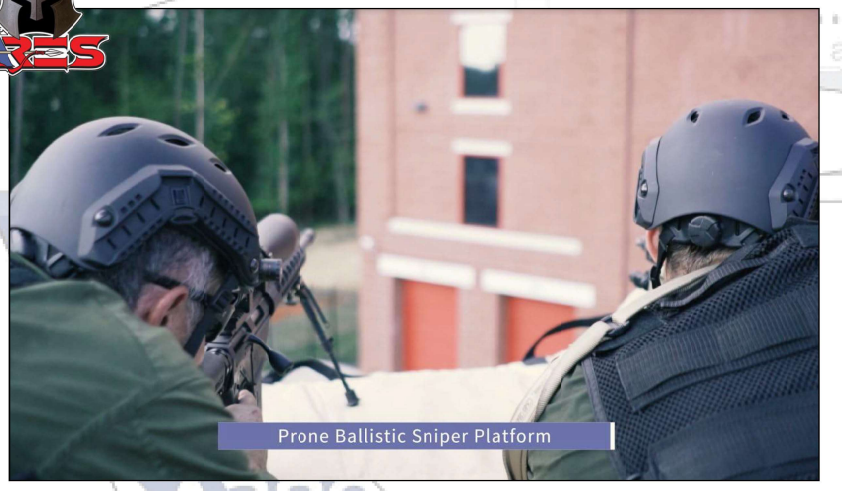
EVOLUTIONARY



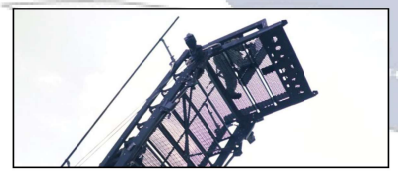
Case 1:23-cv-01608-LMB-JFA Document 28-2 Filed 01/17/24 Page 4 of 6 PageID# 785

8 Meter High Vantage Point

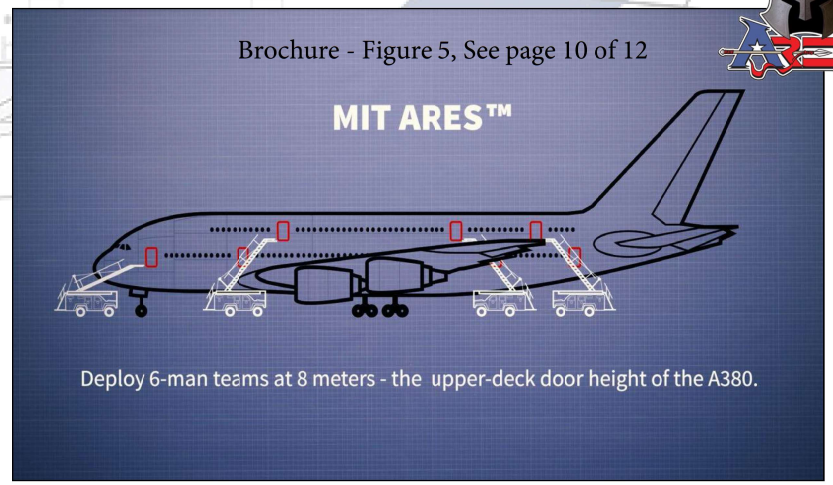
Direct Access & Discreet Control

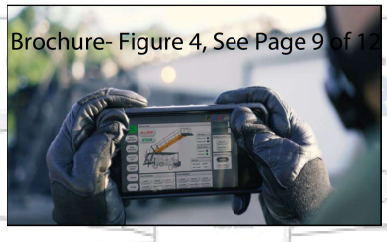


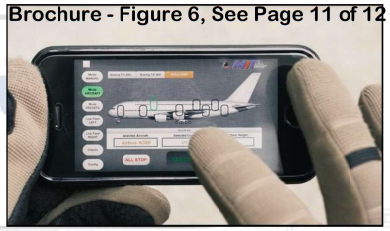
ARES*' Prone Ballistic Sniper Platform sets up in seconds, provides ample room for a sniper and observer to lay prone behind their rifles/optics, with NIJ Level III or IIIA ballistic protection in front of, on both sides, and beneath them. MIT's proprietary wireless smart-device control app (at right)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











Case 1:23-cv-01608-LMB-JFA Document 28-2 Filed 01/17/24 Page 5 of 6 PageID# 786

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.

MADE WITH PRIDE IN THE USA

Elevating Your Tactics Since 1997

Contact Us

Phone: +1 (540) 845-5169
Email: Tim@MIT.Technology
Web: www.MIT.Technology
Address: 10 Hazel Park Lane
Fredericksburg, VA 22405

J. CLEMENTE EXHIBIT 3

MIT IPR Exhibit 1011

youtube.com/watch?v=9gVnP18I39Q

YouTube

ares mit



ARES PROMO 6

Tim Clemente
30 subscribers

Subscribe

2 Share Save

292 views Oct 11, 2017
The state-of-the-art in elevated tactics systems, the ARES, is the fastest, strongest, highest-reaching, and most capable system ever made.

Show less

0 Comments Sort by

Add a comment...

Mission Ex. 1011

J. CLEMENTE EXHIBIT 4

Fahmi Alubbad's Second IPR Declaration

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Mission Integrated Technologies LLC

Petitioners

v.

Joshua Clemente

Patent Owner

Case IPR2023-01285

Patent 11,174,677

SECOND DECLARATION OF FAHMI ALUBBAD

I, Fahmi Alubbad, declare as follows:

1. Exhibit 1025 is a true and correct copy of MIT's Initial Operating Agreement and Written Statement of Organization ("Initial Agreement") dated October 7, 2013, which indicates that MIT is a Delaware limited liability company (Ex. 1025, page 1).

2. MIT is a Member Managed LLC, as provided in item 7.A. of the Initial Agreement (Ex. 1025, page 14):

> **Management by the Members.** The LLC shall be managed by its Members, who shall be responsible for the day-to-day operation of the LLC. All decisions taken by the Members, unless otherwise specifically stated herein shall require an affirmative vote or written consent of the Members. No person may act unilaterally on behalf of the LLC absent the approval of a majority of the Members.

3. In the Initial Agreement (Ex. 1025) there are two members of MIT: 1) F2E Holding, LLC; and 2) Tim Clemente. I am the Authorized Representative for F2E Holding, LLC, as provided in the signature line of the Initial Agreement (Ex. 1025, page 24):

IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be duly executed as of the Effective Date.

MEMBER:

F2E HOLDINGS, LLC

By: _____
Fahmi Alubbad
Authorized Representative

MEMBER:

_____
Timothy Guy Clemente

4. The Initial Agreement authorized a total of one hundred (100) Membership Units with each Membership unit having one vote, as provided in Section 2. H. (Ex. 1025, page 6):

> H. **Membership Units and Financial Interest Units**. The LLC authorizes a total of one hundred (100) units, which may be issued to any approved person or entity under the terms of this Agreement. All Membership Units have voting rights, and all Financial Interest Units are non-voting. Each Membership Unit shall have one vote, but each Member votes all of his, her or its Membership Units as a whole. In other words, no Member may split or reserve a portion of his, her, or its vote. Financial Interest Units, once created, may not be used to vote except on such matters as may be required by the Act, and if so voted, shall be voted by the Financial Interest Holder owning said Units at a ratio of one vote per Unit. All said Units must be voted in the same way, so that no Financial Interest Holder splits or reserves a portion of his, her, or its vote.

5. In the Initial Agreement, F2E Holdings, LLC was provided with a super majority of Membership Units, 75 Units (and therefore a super majority of 75 votes), while Tim Clemente was provided with a minority of 25 Membership Units (or 25 votes), as provided in Schedule 3(A), (Ex. 1025, page 25):

SCHEDULE 3(A)

Member Name & Address	Membership Units
F2E Holdings, LLC Attn: Fahmi Alubbad 4094 Majestic Lane Suite 355 Fairfax, Virginia 22033	75 Membership Units Representing a 75 Percent Membership Interest
Timothy Guy Clemente 150 Rustic Ridge Road Fredericksburg, Virginia 22405	25 Membership Units Representing a 25 Percent Membership Interest

6. There have been a few small changes in the distribution of membership units of MIT since the Initial Agreement (Ex. 1025), but F2E Holdings, LLC, for which I am the Authorized Representative, has always maintained a super majority of at least 75 Membership Units.

7. Based on my position as an Authorized Representative of F2E Holdings, LLC, which has always maintained a super majority of at least 75 Membership Units, I have always had authority to act on behalf of MIT as a Managing Member since the inception of MIT to the present.

8. In fact, based on the super majority of at least 75 Membership Units and at least in part on the statement in the Initial Agreement that "No person may act unilaterally on behalf of the LLC absent the approval of a majority of the Members" (Ex. 1025, page 14, Section 7. A.), I have

continuously been the only person that can act on behalf of MIT unilaterally, since the Initial Agreement (Ex. 1025).

9. In the Initial Agreement (Ex. 1025), while Tim Clemente was appointed President of MIT, his authority to act required the approval of the members of MIT, as provided on the first page of the Written Statement of Organization (Ex. 1025, page 26):

> **Officers**: Timothy Guy Clemente is hereby elected as the President of the LLC to serve until his resignation or removal. The President shall have authority to act only as Approved by the Members.

10. Thus, Tim Clemente could not act on behalf of MIT without my express approval through the voting control I have maintained over MIT.

11. This voting control that I have maintained over MIT since its inception is clearly demonstrated by my recent decision to fire Tim Clemente as President of MIT on December 15, 2023 (Exs. 1026, 1027).

12. Exhibit 1026 is a true and correct copy of a Written Consent of the Member of MIT dated December 15, 2023, in which Tim Clemente was fired as MIT's President by me, acting as the Authorized Representative of F2E Holdings, LLC, which controls a super majority of Membership Units.

13. Exhibit 1027 is a true and correct copy of an email dated

December 18, 2023, by Tim Clemente confirming receipt of Written Consent of the Member of MIT (Ex. 1026) removing Tim Clemente as President of MIT.

14. Based on this voting control that I have maintained over MIT since its inception, I clearly had the authority to file IPR2023-01285 on behalf of MIT for the '677 patent against Joshua Clemente. In fact, no other person could have brought such an action on behalf of MIT without my approval.

15. I have exercised my authority to act on behalf of MIT as a Managing Member repeatedly from its inception.

16. My role as a Managing Member is exemplified by the MIT Contract with the Mayor of Miami-Dade County, Florida dated August 31, 2021, for an ARES Tactical Assault System, which is signed by myself on behalf of MIT (Exs. 1028, 1029).

17. Exhibit 1028 is a true and correct copy of a contract made between MIT and the Mayor of Miami-Dade County, Florida dated August 31, 2021, for an ARES Tactical Assault System.

18. Exhibit 1029 is a true and correct copy of an email chain dated June 8-9, 2023, between Miami-Dade Police Department and me regarding extending a warranty for the ARES Tactical Assault System sold to Miami-

Dade County (Ex. 1028).

19. As a Managing Member of MIT, I have acted with the authority as the Chief Executive Officer (CEO)/ Owner of MIT for obtaining International Traffic in Arms Regulations (ITAR) registration with the U.S. Department of State (Exs. 1030, 1031, 1037 and 1045-1046). Obtaining ITAR registration for MIT required the identification of MIT as the Real Party of Interest (RPI). This demonstrates my authority to act on behalf of MIT as the RPI before an agency of the U.S. government, i.e., the U.S. Department of State. This same authority to act on behalf of MIT as the RPI before an agency of the U.S. government applies to the present IPR action before the U.S. Patent and Trademark Office, which is another agency of the U.S. government. Thus, I believe that I have clearly demonstrated that I have the authority to file this IPR against the '677 patent with MIT as the RPI.

20. Exhibit 1030 is a true and correct copy of a letter dated November 15, 2023, from the U.S. Department of State addressed to me as Chief Executive Office of MIT providing MIT with a register code as a manufacturer and exporter for ITAR.

21. Exhibit 1045 is a true and correct copy of a letter dated November 8, 2021, from the U.S. Department of State addressed to me as Chief Executive Office of MIT providing MIT with a register code as a

manufacturer and exporter for ITAR.

22. Exhibit 1046 is a true and correct copy of a letter dated June 8, 2020, from the U.S. Department of State addressed to me as Chief Executive Officer of MIT providing MIT with a register code as a manufacturer and exporter for ITAR.

23. Exhibit 1031 is a true and correct copy of an email chain from Tim Clemente to me dated May 29, 2018, regarding a reminder for renewal of ITAR.

24. Exhibit 1037 is a true and correct copy of an appointment of Noel Matchett as an Empowered Official for MIT as required by ITAR administered by the US Department of State, signed by me as CEO and Owner's Representative) dated May 2, 2022, along with MIT's seal.

25. I have also obtained an Export License (License Number 050712040) issued on 1/24/2020 from the U.S. Department of State (Ex. 1047) for MIT's ARES system with the Presidency of State Security Kingdom of Saudi Arabia being the Foreign End-User. As shown, in the Applicant's Statement (item 22, page 5 of the included application (Ex. 1047-006)), I made the following statements:

- I, Fahmi Alubbad, as empowered Official (22 CFR. 120.25) or an

official of a foreign government entity in the U.S. hereby apply for a license to complete the transaction described above, warrant the truth of all statements made here; and acknowledge, understand and will comply with the provisions of 22 CFR 120-230, and any conditions and limitations imposed.

- I am authorized by the applicant to certify the following in compliance with 22 CFR 126.13:
- **22 CFR 126.13 Certification**
- I am authorized by the applicant to certify that the applicant and all the parties to the transaction can meet in full the conditions of 22 CFR 126.13 as listed above.

26. Exhibit 1047 is a true and correct copy of an Export License, (License Number 050712040) issued on January 24, 2020, that I received from the U.S. State Department providing MIT with the approval to export its ARES system and related technology to the Presidency of State Security Kingdom of Saudi Arabia in the amount of more than $14,000,000.

27. As a Managing Member of MIT, I have also entered on behalf of MIT various Consultant (Ex. 1044), Employment (Ex. 1033), Statement of Work (Ex. 1034) and Work for Hire (Exs. 1032,1035, 1036) Agreements with various individuals and entities.

28. Exhibit 1032 is a true and correct copy of a Work for Hire Agreement entered between MIT and Adept Inc. signed by me as Managing

Member of MIT dated November 28, 2022.

29. Exhibit 1033 is a true and correct copy of an Employment Agreement entered between MIT and Kevin Burnett signed by me with MIT's seal on January 10, 2023.

30. Exhibit 1034 is a true and correct copy of a Statement of Work Agreement entered between MIT and Retiina, LLC for an ARES Control System Development Project signed by me as Managing Member of MIT dated June 3, 2021, with MIT's seal.

31. Exhibit 1035 is a true and correct copy of a Work for Hire Agreement entered between MIT and Retiina, LLC for command, control and communication software for ARES signed by me as Principle of MIT dated June 3, 2021, with MIT's seal.

32. Exhibit 1036 is a true and correct copy of a Work for Hire Agreement entered between MIT and Wulco, Inc. for the integration of ARES system onto trucks signed by me as Managing Member of MIT dated March 2, 2022, with MIT's seal.

33. Exhibit 1044 is a true and correct copy of a Consultant Agreement entered between MIT and Keith Billiot signed by Alubbad as Managing Member of MIT dated May 7, 2022.

34. Based on my position as the Authorized Representative of F2E Holdings, LLC, the majority owner of MIT (Ex. 1025), the numerous contracts that I have signed on behalf of MIT as a Managing Member, (Exs. 1028, 1032-1037 and 1044) along with my role as CEO of MIT before the U.S. Department of State as the point man in MIT for ITAR registration and obtaining an export license (Exs. 1030, 1031, 1037 and 1045-1047), it is my strong belief that: 1) I have the authority to hire counsel to bring this IPR on behalf of MIT; and 2) that Tim Clemente statements' made in his declaration (Ex. 2001) regarding "I and I alone, have the authority to act as an officer of the company," "I wish to state unequivocally, that Mr. Alubbad has neither the authority nor the intimate knowledge to represent MIT in this process" and "because he does not speak publicly for the company, nor is he the principal officer of the company. That is the role I fulfill for Mission Integrated Technologies, and I alone" are gross misrepresentations of facts, and more likely, lies made to intentionally deceive the PTAB in order to support his Son, Joshua Clemente.

35. Tim Clemente's declaration (Ex. 2001) also purports that his son, Joshusa Clemente, is the rightful patent holder of the ARES system. However, a Special Written Consent of Member of MIT (Ex. 1038) dated July 12, 2022, which Tim Clemente signed, includes the following clauses:

> **WHEREAS**, one of the Company's patents was erroneously recorded with the USPTO listing Joshua Clemente as the sole owner, and in order to rectify this mistake, Joshua Clemente now intends to assign said patent and all rights thereto to the Company; …
>
> **NOW THEREFORE, BE IT:**
>
> **RESOLVED**, that the recitals set forth above are true and correct and are incorporated herein as part of these resolutions if restated at length herein

(Ex. 1038, page 1).

36. MIT does not own any patents and the only patent on the ARES system is the '677 patent, which lists Joshua Clemente as the sole owner. Thus, while Tim Clemente has already agreed that the rightful owner of the '677 patent is MIT (Ex. 1038), in his declaration (Ex. 2001) Tim Clemente purports that the opposite is true, that his son, Joshua Clemente, is the rightful owner of the '677 patent.

37. This is the reason that I had to file this IPR against Joshua Clemente, since he was not willing to rightly assign the '677 patent to MIT, which all the members of MIT, including his father, Tim Clemente, agreed to as President of MIT (Ex. 1038).

38. Tim Clemente even goes as far as espousing some silly conspiracy theory in his Declaration (Ex. 2001), when in fact I am being

forced to act in the interest of MIT and its members by performing my fiduciary duties required as a member of MIT, while Tim Clemente chooses instead to protect his son's interest to the detriment of MIT and its members.

39. Based on my position as the Authorized Representative of F2E Holdings, LLC, the majority owner of MIT (Ex. 1025), I Authorized Thomas E. Brown and Andrew G. Melick of WHDA, LLP to file this IPR on behalf of MIT.

40. I am also the financial managing member of MIT, and I duly act to pay the necessary expenses on behalf MIT including 1) the expenses for this IPR and 2) a payment made to Kallman Worldwide, Inc for MIT's exhibit space at the Milipol, Paris 2023 in the amount of $31,075 (Ex. 1048, 1049), each of which were paid in the form of MIT checks. I believe that this role also demonstrates that I have the authority to bring this IPR on behalf of MIT.

41. Exhibit 1048 is a true and correct copy of an email dated June 8, 2023, from myself, to Kallman Worldwide, Inc. for Pavilion Space at Milipol, Paris 2023, which indicates that payment of $31,075 was mailed in the form of a MIT check.

42. Exhibit 1049 is a true and correct copy of a Milipol Exhibit Application attached to Email (Ex. 1048) showing Alubbad as the party to

receive the $31,075 Invoice on the first page and providing his authorization on behalf on MIT on the second page.

43. 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 27 day of December 2023

Respectfully Submitted,

Fahmi Alubbad

Mission Ex. 1042-014