

Disclaimer

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Fatina Osman
473 DaVinci Circle
Bolingbrook, Illinois 60440
630-739-7005

Roy P. Coffey
Deputy Attorney General
Consumer Protection Division
Indiana Government Center South,
5th Floor, 402 West Washington Street
Indianapolis, IN 46204-2770
(317) 232-6229

SUBJECT: Advent Product Development

Enclosed is the detailed statement and copies of all documents regarding the matter with Advent Product Development as per your conversation with Professor Marcia Gienapp.

Sincerely,

A handwritten signature in cursive script that reads "Fatina Osman". The signature is written in black ink and is positioned above the printed name.

Fatina Osman

amount, we agreed to the payment plan they offered of \$315.52 per month for the next 24 months, the first payment being due on October 1, 1999. The first payment of \$352.52 was sent and received. However, it was after this point where our suspicions began arising as to what had happened with the \$3000.00 we already paid, as well as the legitimacy of the entire company. In order to try to retrieve more information, we called the APD "headquarters" in South Carolina. Mrs. Osman spoke with our customer representative, Cindy Sheninghorn, who assured her that things were going well and were on schedule. Although this conversation rebuilt some of our initial confidence, it did not last for long. On November 20, 1999, my mother and I attended an Inventor Assistance seminar designed to assist inventors in identifying scandalous companies. At this small seminar we learned several things which raised our suspicions to a new level. I have enclosed for you a copy of articles given to us at this seminar regarding the government discovery of several scam invention companies. Along with this information came the knowledge that an inventor does not need to pay thousands of dollars for a patent. Instead, it is customary and profitable to try to locate a manufacturer or business that has an interest in the product and then allow them to pay for just about everything if they so choose. This new information made us question why we were paying so much to Advent if there existed the possibility that they help us find a company who would pay for it. They would get their share of the profits either way if they were actually intending on doing as they claimed and finding an agreement with a business for our product.

At this point Advent has put a hold on all development because we are no longer sending the monthly payments. The only problem with that approach is that there is no evidence of any development even before the time we stopped payment. That's where our major concern lies. The company was paid over three thousand dollars and yet they have not done anything to show for any development of product or even patent information. Recently, April 10, 2000, I made several phone calls to try and get some answers. When trying to call directly to South Carolina, I reached nothing but voice mails and operators transferring me to other voice mails. My next call was to our representative, Chris Sarris. However, since we had been unable to reach him at the office for several weeks, I decided to call his home (he had previously given us the number in case we had any questions). When I had Mr. Sarris on the line I made him aware that I had been calling him for several weeks and was wondering if he was still working at the same location. He briskly informed me that he was no longer employed by Advent Product Development. I have a detailed written record of this conversation, but the general outcome was as follows: Mr. Sarris was still new to the company when my mom and I first went there for assistance; and that's why he had such a positive attitude that everything would work out so smoothly and profitably. But as time went by, he began to notice that APD was making all kinds of promises to clients yet he saw "nothing getting done." This was the reason he left the company. Mr. Sarris simply did not want to associate with a company that deceives and takes advantage of its clients. He suggested to us that we pressure APD with a lawsuit and that he would be more than willing to lend his help legally or otherwise. A copy of his card is enclosed.

My next phone call was to Mr. Alberts. He was not in, so, fearing that if I identified myself he would not call back, I left a message with only my number and not my name. In the mean time, I contacted the patent attorney working for Advent, Mr.

Noticeable Questions About Advent Product Development

- 1. Payment setup:** The first payment of three thousand dollars was made directly to Advent Product Development, but the payments for the monthly financing were going to Triad Financial. Not only were we paying a financial company, but there was an initial finance charge of \$1252.47 plus applicable late fees for the monthly installments. The way this is set up is as if Triad paid Advent the full amount and we were repaying the loan. If this was the case, though, then Advent would have had no reason to stop development on our product. Then why are we paying finance fees and late charges on money that was never borrowed?
- 2. Their lawyer:** No patent information was sent to him. We were told to always have our client number on hand in order to receive any information, yet the lawyer did not even mention it or the name of the inventor.
- 3. Manager:** Mr. Alberts was rude and extremely hesitant to meet with me.



ADVENT PRODUCT DEVELOPMENT

843-237-5915

313 Commerce Drive Pawleys Island, SC 29585

Richard Apley
Office of Independent Inventor Programs
U.S. Patent and Trademark Office
Washington, DC 20231

1/23/02

Re: Omaima Osman

Dear Mr. Apley,

We have reviewed the documents submitted by your office on behalf of Fatina Osman, and please be advised that we have no such client. We do, however, have an Omaima Osman as a client, and while we have no knowledge of the relationship if any between these two individuals, we will assume that Fatina is acting on behalf of Omaima (attempts to reach Omaima to verify such have been unsuccessful).

While the overall gist of the Osman complaint is vague and unclear, it seems that a complaint is lodged as a result of the Osmans' attendance at an Inventors Assistance meeting where copies of articles about less than reputable invention promotion firms were provided along with the untruthful advice that "an inventor does not need to pay thousands of dollars for a patent". Even assuming, arguendo, that an inventor does not in fact need to pay several thousand dollars to have a patent application prepared and filed by a registered patent attorney (which we all know is not the case), we fail to see the basis for the Osmans' complaint. Are they contending that they made a poor decision to purchase a service and are now remorseful? They certainly are not claiming, in any respect, that we made any material misrepresentations or omissions of material fact to them.

The Osmans' contracted with us almost three years ago, and have hindered us from performing most of the services we agreed upon. Shortly after contracting with us, just subsequent to their approval of their product artwork which was prepared by us, they advised us that they were uncomfortable with us as a result of the Inventors Assistance meetings they had attended, and notified us to cease all work on their project, which we did. If the Osmans' are now complaining that they would like us to resume work on their project, we will gladly do so upon their instructing us accordingly. If they are instead requesting a refund based upon hearsay and misinformation which was provided to them at a biased Inventors Assistance meeting, we will not oblige them.

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Nor will we, at any time in the future, lend any credence whatsoever to a complaint which is based upon nothing other than mere sweeping allegations provided by a biased inventors organization. As you are aware, virtually all inventor "help" organizations make frequent derogatory remarks about professional invention marketing firms such as ours. These remarks are almost always self-serving in that most inventor help organizations provide some type of "minimal fee, do-it-yourself" assistance service to their members. Others commonly have a few active members who are patent agents or attorneys providing similar services. In both instances, the interests of the group and/or attorneys and agents are fostered by deriding large companies such as ours in an attempt to garner business from within the group.

Sincerely,



Joseph Ingarra
President, Advent Product Development