

**UNITED STATES COURT OF APPEALS  
FOR THE FEDERAL CIRCUIT  
PETITION FOR HEARING - REHEARING EN BLANC  
CASE NUMBER 2020 1368**

**FILED BY PLAINTIFF, MIKE D. SHOFFIETT SR**

**AS PRO SE' LITIGANT**

**RECEIVED**

**VS**

**OCT - 2 2020**

United States Court of Appeals  
For The Federal Circuit

**DEFENDANTS / APPELLEES**

**MARY GOODE AND BETTY GOODE INDIVIDUALLY AND  
AS EXECUTRIXS FOR THE ESTATES OF JIM GOODE SR &  
DALE GOODE.**

**DATE FILED: 9/30/20**

**ONE OF THREE COPIES SUBMITTED TO:**

**Peter R. Marksteiner, Clerk Of Court**

**717 Madison Place N.W. Washington, D.C. 20489**

Plaintiff request for a Hearing / Rehearing En Blanc of case #2020 -1368 is due to confusion his lack of skill as a pro se' litigant has caused the Court. The DOJ, FBI, Louisiana Governor and Attorney General also found multiple complaints against several companies by Plaintiff related to this case confusing. To end said confusion Plaintiff begs the Court to review Defendant's 8/18/18 sworn affidavit and documented proof of their intentional LIES and patent *fraud*.

**ONE OF THREE COPIES OF PLAINTIFF'S REQUEST FOR HEARING /  
REHEARING EN BLANC SUBMITTED TO CLERK OF COURT**

**TABLE OF CONTENTS:**

**Pages 1- 6 :** Plaintiff's Request For Hearing / Rehearing En Blanc

**Pages 7-9:** Defendant's 8/18/18 Sworn Affidavit To FIVE LIES!

**Pages 10–12** Defendant's Criminal Report To the DOJ, FBI, LA Governor  
& Attorney General

**Pages 13-14** Defendants Pro Se Request The USPTO Re-examine And  
Terminate Defendant's Patent #8062,403 Due To Inventor FRAUD.

**Page 15** Patent Attorney, James L. Bean Letter Confirming FRAUD By  
Defendants

**Page 16** Sworn Affidavit Of Loveless Thibodeaux, Fiberlene Filters, INC  
Shop Foreman Confirming Intentional Patent Fraud By Defendants

**Page 17** Sworn Affidavit Of Jerry LeMaire Confirming Defendants  
Criminal Violation Of His ET AL Dealer License Contracts In Rapides  
Parish, Louisiana Schools

**Page 18** Sworn Affidavit Of Deirdre Gogarty Morrison Confirming  
Plaintiff surrendered trade mark and copy rights to Defendants.

**Page 18** Sworn Affidavit of Judd Hawley, Fiberlene Filters, Inc Shop  
Foreman Confirming Defendants attended two Dealer Schools In Rayne,  
LA. (Defendant's swore by affidavit they did NOT attend a factory  
dealer school)

**Page 19** Defendants 2011 Patent Abstract Makes The EXACT Same Filter  
Media Arrangement Claim As Plaintiff's 1995 Patent Abstract Which  
Proves Intentional FRAUD By Defendants.

**Page 20-23** Purchase Contract Defendants Are Still Violating

**Defendant's 8/18/18 Sworn Affidavit: Paragraph A.** Plaintiff has NEVER claimed ownership, sold or threatened anyone else with infringement of permanent a/c filter patent #4,904,288. **Paragraph B.** Plaintiff paid \$10K+ from his commissions of \$300K sales to McDonalds for an attorney to rescue the trade name "Fiberlene" after it was hijacked in 2005 by Jim Hundemer, an unqualified Dealer Candidate. **Paragraph 4.** Affidavits of ten other Dealers and company employee prove Defendants attended EIGHT mandatory factory dealer schools in NM, TX, LA and MS. In said dealer schools Plaintiff taught Defendants ET AL Delaers "trade secret" advantage details of Fiberlene permanent a/c filter technical, manufacturing, raw materials, vendors, customers, lease financing AND *Fiberlene filter media order "change" that was rejected and declared UN-patentable in 1995 for being sold longer than USPTO rules allow.* **Paragraph 5.** Plaintiff contributed 99% of customers et al information on the company web site [www.fiberlene.com](http://www.fiberlene.com) which Defendants STILL use in 2020 along with 19 exclusive "trade secret" et al assets with zero compensation to Plaintiff. **Paragraph 6.** Said Purchase Agreement Contract NEVER expired and is still binding today. Elementary "due diligence" reflects Plaintiff *never* sold Defendants patent #4,904,288 that expired in 1994. **Paragraph 7. The only reason Plaintiff filed *this lawsuit!*** In 2013, upon recovery from bankruptcy and health problems Plaintiff decided to forget about ethically challenged Defendants, find investors and start a new, honest permanent a/c filter leasing company. When Defendants discovered Plaintiff had \$3M+ pending permanent filter lease sales to Washington D.C Schools,

McDonalds ET AL customers they threatened him, his investors and customers with infringement of bogus patent #8,062,403.

**Facts critical to public faith in the U.S. Patent & Trade Mark Office.** Plaintiff discovered Inventor, Jim Goode Sr ET AL committed said patent fraud by making the identical “state of the art” media arrangement order “change” claim in patent #8062,403 that Plaintiff made in his 1995 UN-patentable application which Defendants ET AL Dealers learned about in mandatory factory Dealer schools. *Defendant’s 2011 Abstract off bogus patent #8,062,403 makes the exact same media arrangement order “change” claim that Plaintiff’s 1995 UN-patentable Abstract of Steel lathing, Small fiber, Large fiber, Aluminum screen(s), Small fiber and Steel lathing.*

The USPTO does not encourage or assist pro se’ litigation of patent fraud. Defendant’s patent fraud occurred because USPTO records were not on computer in 1995. See: Plaintiff’s letter request the USPTO re-examine and terminate said bogus patent #8,062,403.

**Overview proof of patent fraud by Defendants:** In December of 1995 Plaintiff’s “test marketing” of his 1992 permanent a/c media order “change” proved successful so he directed his patent Attorney James L. Bean to file for a new application based on said 1992 filter media order “change”. In January of 1996, Mr. Bean informed Plaintiff his 1992 permanent a/c filter media arrangement “change” was NOT patentable due to being sold longer than USPTO rules allow. With Mr. Bean’s advice, Plaintiff NEVER advertised his said Fiberlene permanent a/c filter media order “change” as patented and kept



mfg/mkting them as one of 19 exclusive company "trade secrets". *See attached letter from patent Attorney James L. Bean and sworn affidavit of Fiberlene Shop Manager, Loveless Thibodeaux.*

In 2004 Plaintiff sold Defendants *majority* interest in RICE Leasing and parent company, Fiberlene Filters, Inc. and formed Fiberlene, LLC of Roswell, NM under Purchase Agreement Contract that defined company duties. i.e. Defendant, Dale Goode was to Mfg filters in NM, Defendant. Jim Goode SR was to raise financing capital and sell filters in TX while Plaintiff kept selling License Contracts and training Dealers from Rayne LA.

In 2005, Plaintiff closed a \$550K+ permanent filter lease sale to Rapides Parish, LA schools. Defendant, Jim Goode SR could NOT raise capital to fund said lease so Plaintiff allowed Siemens, a public company to finance the \$550K+ Fiberlene permanent a/c filter lease contract with Rapides Parish, LA Schools. Plaintiffs' attached report to federal and state government officials describes the business nightmare Defendants created by refusing to legally enforce the License Contract of AFT, a rogue LA Fiberlene Dealer in Rapides Parish, LA Schools. *Repeat: The Federal Appeals Court admits Plaintiff's summary of this ancient case history is confusing. The DOJ, FBI, LA Governor and Atty. General also found Plaintiff's report about criminal law violations by Defendants ET AL in Rapides Parish, LA Schools confusing*

By 2008 Defendants had intentionally violated all 4 contracts with Plaintiff ET AL License Contract Dealers. Plaintiff was bankrupted due to litigation threats from other Fiberlene Licensed Dealers and Rapides Parish Schools.

Defendants have succeeded in stealing Plaintiff's exclusive company 'trade secrets', stock ET AL assets listed on the company web site: [www.fiberlene.com](http://www.fiberlene.com) IRS questions about money Defendants / Fiberlene, LLC earned using Plaintiff's stolen company assets deserve answers.

**DAMAGES: Rapides Parish, LA School** damages was paying \$550K+ for sub-standard a/c filters that exposed students and employees to worse indoor air quality when Defendants, as *majority* parent company owners refused to enforce terms of a rogue Dealer's Fiberlene Filters, Inc. License Contract. (*See Plaintiff's report to the DOJ, FBI, LA Governor and Atty General.*)

**Jerry LeMaire ET AL License Contract Dealers** in good standing proved damages of \$2M+ with canceled Purchase Orders by LA, TX, MS, NV and FL Schools due to Defendants failure to enforce contract specifications in Rapides Parish Schools. A LA state court declined to add Jerry LeMaire ET AL Dealers to Plaintiff's case. In place of an Amicus Brief Plaintiff attached the sworn affidavit of Jerry LeMaire. *A separate lawsuit against heirs of deceased Defendants should not trigger res judicata when filed by Mr. LeMaire ET AL Dealers before their 20 year License Contracts expire in 2023.*

Plaintiff exercised his veto power over material corporate decisions granted by said Purchase Agreement. Defendant, Dale Goode violated said Purchase Agreement by surrendering his 33% stock ownership in Fiberlene, LLC of NM to Jim Goode SR who changed the company to Fiberlene, LLC of TX which Plaintiff claims 50% ownership of.

Death concludes criminal charges against Defendants but the court should not reward their estate for: 1. THEFT of Plaintiff's company trade secrets and company stock ownership. 2. Deliberate criminal failure to enforce said rogue Dealer's Contract that exposed Rapides Parish School students and employees to worse air quality. 3. Costing other License Contract Dealers, Plaintiff and his new company investors millions by threatening infringement of a bogus patent they achieved in 2011 by fraud.

Deceased Defendants are listed as un-secured creditors in Plaintiff's 2009 bankruptcy. Their heirs continue to use money stolen from Plaintiff for huge attorney fees and profits while he was forced to bankrupt and attempt to litigate this civil and criminal case pro se'.

The arithmetic of half true statements by Defendants equals whole lies! When a LA state court Judge would not rule on Defendant's Limine Motion Plaintiff settled a \$140K Note for \$25K and followed the court order by filing this multi-million dollar patent fraud case federal court. Proving Defendant's lies may not alleviate confusion in this case but Plaintiff thanks the Court for its' patience and prays for a fair ruling in his favor.

---

**Plaintiff Pro Se' Mike D. Shoffiett SR**

---

**Date**

**8269 Roberts Cove Road Rayne, Louisiana 70578**

MIKE D. SHOFFIETT, SR.,  
MELODY A. SHOFFIETT, AND  
FIBERLENE FILTERS, INC.

VERSUS

FIBERLENE FILTERS, L.L.C.,  
JIM GOODE, AND DALE GOODE

15TH JUDICIAL DISTRICT COURT

PARISH OF ACADIA

STATE OF LOUISIANA

DOCKET NO. 201410921-J

STATE OF TEXAS

COUNTY OF DALLAS

**AFFIDAVIT OF JIM GOODE**

BEFORE ME, the undersigned Notary Public for the State of Texas, County of Dallas, personally came and appeared Jim Goode, who after being duly sworn, did depose and state the following:

1.

My name is Jim Goode. I am over 18 years of age, suffer no legal disabilities, and I am otherwise competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true correct.

2.

In October of 2003, Mike Shoffiett ("Shoffiett") and/or Fiberlene Filters, Inc., Dale Goode, and I entered into a purchase agreement (the "Purchase Agreement"). In exchange for \$200,000, Mike Shoffiett agreed to sell a two-thirds interest in the following:

- A. Patent No. 4,904,288 ("Shoffiett's Patent"),
- B. the "Fiberlene" trademark (Registration No. 1,948,861), and
- C. all other business assets owned by Shoffiett, Rice Leasing Company and/or Fiberlene Filters, Inc.

A true and correct unexecuted copy of the Purchase Agreement is attached hereto as Exhibit "1."

REC'D BY AP COG  
2018 AUG 20 AM 11:34

The purpose of the Purchase Agreement was for Dale and I to create a new entity, known as "Fiberlene," to manufacture and market permanent air filters.

4.

We did not learn how to manufacture permanent air conditioning filters from Shoffiett. Any manufacturing techniques used after the Purchase Agreement were devised by Dale Goode and Jim Goode from deconstructing air conditioning filters already utilized in the marketplace (i.e. reverse engineering).

5.

Any business strategies, techniques, or sales practices that were utilized by Shoffiett prior to the Purchase Agreement were discontinued shortly after the Purchase Agreement and are no longer used today. The methods used by Shoffiett were antiquated and inefficient. Nonetheless, Dale and I knew customer complaints could be easily remedied.

6.

In 2005, approximately two years after the Purchase Agreement, I discovered that both Shoffiett's Patent and the registration of the "Fiberlene" trademark (Registration No. 1,948,861) had expired prior to the execution of the Purchase Agreement.

7.

Eventually, I ceased doing business with Mike Shoffiett and, on October 13, 2008, I applied for a new patent (No. 8,062,403) on permanent air filters that was different from Shoffiett's Patent. Patent No. 8,062,403 was finalized on November 22, 2011.

6

In my application for Patent No. 8,062,403, I expressly referenced Shoffiett's Patent. To the best of my knowledge, information, and belief, all statements in my application for Patent No. 8,062,403 were true.

9.

I also applied for the "Fiberlene" trademark which was registered on July 1, 2008 (Registration No. 3,458,096). To the best of my knowledge, information, and belief, all statements in my application for the "Fiberlene" trademark (Registration No. 3,458,096) were true.

10.

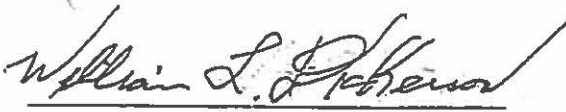
After the execution of the Purchase Agreement, Shoffiett never attempted to exercise his veto power over material corporate decisions as provided for in the Purchase Agreement.

The statements contained in this Affidavit are true and correct and within my personal knowledge.


THUS DONE AND SIGNED on this 18th day of August, 2018, in Dallas, Texas.

  
JIM GOODE

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public in and for the County of Dallas, State of Texas, this 18th day of August, 2018.

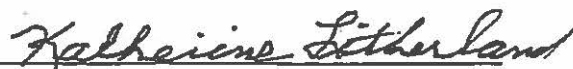
  
NOTARY PUBLIC

WITNESSES:



Date: 8-18-18

Print Name: MARY GOODE

  
Date: 8-18-18

Print Name: KATHERINE LITNERLAND

Fiberlene Filters, Inc.  
Business Partner



Rebuild America  
U.S. Dept. of Energy

200 American Legion Dr. PO Box 516 Rayne, LA 70578  
Phone: 877-247-2100 Web Site: [www.AirFilterAssets.com](http://www.AirFilterAssets.com)

June 23, 2009

USDOJ, John Griffith - [john.griffith@usdoj.gov](mailto:john.griffith@usdoj.gov)

FBI, Agent, Brian Smith - [brian.smith@fbi.gov](mailto:brian.smith@fbi.gov)

LA Governor, Bobby Jindal & Atty General, James "Buddy" Caldwell

PO Box 94004

Baton Rouge, LA 70804-9004

Dear Mr. Griffith, Agent Smith, Governor Jindal & Mr. Caldwell,

I'm writing to report embezzlement of funds by intentional violation of Performance Contracting (PC) laws in Rapides Parish, LA Schools. i.e. PCs, legal in all states are part of the U.S. Dept. Of Energy Rebuild America Initiative that guarantees financing for energy, security ET AL maintenance projects for public or private building owners.

Since 1992, my Rayne, LA company, Fiberlene Filters, INC has Mfg/Mkted a 'trade secret' protected, superior and truly permanent a/c filter. In 2002 the DOE made my company a "Rebuild America" partner because: *Cleaning our permanent filters as directed with air, soap & water is any public or private building owner's most efficient, least expensive, best legal and green way to address indoor air quality. Under PCs they cost 50% less and convert temporary filter waste liability to a permanent a/c filter asset.*

School Systems, our largest customers buy a lot of filters with limited use in an easy application. To meet demand I formed my own filter leasing company and *LICENSED* the Mfg / Lease of our filters to qualified Dealers in protected markets.

In '04 and '05 our school PC quotes reached \$12M+ so I tried to raise capital by selling *majority* interest in my companies by Purchase Contract to License Contract Dealer, Jim Goode Sr and Dale Goode. As 33% Partners we formed also Fiberlene LLC in Roswell, NM as a *model* for other Dealers and defined company duties. i.e. Jim Goode Sr was to sell filters and raise lease funds in a Dallas, TX while Dale Goode Mfg a/c filters in NM and I kept selling License Contracts from Rayne, LA.

In 2006, I closed a \$550K+ Fiberlene permanent a/c filter PC lease with Rapides Parish, LA Schools. Jim Goode Sr could not raise said lease capital so Mr. Patterson, the school maintenance director asked me to include our \$550K+ filter lease sale in a separate \$5M+ PC that Siemens, a public company had with Rapides Parish, LA Schools. Over the objection of my majority partners I honored our License Contract with Air Filtration Technologies (AFT) by assigning them our \$550K+ permanent filter sale



The director of Siemens' technical and marketing executives asked me to consider a national contract to add our Fiberlene permanent a/c filter PC *program* to all Siemens existing and future K12 School PCs *because*: Universal demand for our low-tech filter PCs made Siemens high tech energy et al PCs easier to sell AND locked out competition during the 5 year *unconditional* repair / replacement warranty of our permanent filters.

Siemens National PC Sales Director, Mr. Charles "Chuck" Hall volunteered to help me train AFT, our central LA License Contract Dealer to include our \$550K+ Fiberlene PC lease / sale to Siemens \$5M+ prime PC with Rapides Parish under SUB-contract.

Both of my Fiberlene, LLC majority owner partners objected and insisted we furnish filters for my \$550K+ PC sale. Despite their objection I honored our Dealer License Contract with AFT who would have to spend \$150K to supply 3000 custom Fiberlene permanent filters that replaced 10,000 temporary filters Rapides Parish threw in landfills each year which they paid app. \$2.00 each for.

Then a business nightmare began when Mr. Hall, Siemens K12 Mktg Director demanded we pay *wife* \$1K for two hours of his time "helping" train AFT et al License Contract Dealers. I paid Mr. Hall's wife \$1K and listed that *surprise* expense on my report to Siemens corporate in Oakbrook, IL. Then I got a shocking email from Mr. Hall stating that ALL Siemens / Fiberlene permanent a/c filter *program* PCs had to be done through AFT, the central LA Fiberlene License Contract Dealer he'd helped me train.

Siemens' legal division did not respond to my letter objecting to Mr. Hall's vindictive email. The attorney who drew up our Dealer License Contract assured me it was "iron clad" so I allowed AFT to keep providing our Fiberlene permanent a/c filters for said \$550K+ PC lease sale *program* under the Rapides Parish & Siemens PC.

In 2006 a Rapides Parish maintenance supervisor and Siemens technical supervisor reported AFT was NOT meeting Fiberlene a/c filter *program* quality specifications required by the DOE and Siemens prime PC with Rapides Parish. My investigation proved AFT was installing cheap temporary a/c filters in Rapides Parish Schools without UL fire code labels, lab tests, food grade approval, 5 year warranty, components Etc.

I then sent AFT Principals a demand letter to meet all Fiberlene *program* quality PC specs on the Rapides Parish School project OR lose their Fiberlene Filters, Inc. License Contract. An AFT Attorney letter claimed their contract was with Siemens and the Fiberlene Filters, Inc. License Contract was null and void.

*Jim and Dale Goode, my majority company owner partners refused to fund legal action against AFT. They both threatened to sue me personally for offering to take over the \$550K+ PC and meet ALL quality specifications at a financial loss.*

The Rapides Parish School Maintenance Supervisor also threatened legal action if Fiberlene permanent a/c filter quality specs were not met. Jerry LeMaire and Tom Ewing, two other Fiberlene License Contract Dealers threatened to sue because other schools had canceled \$1M+ of Fiberlene program PCs due our company's failure to enforce PC terms in Rapides Parish. My said *majority* company owner partners then ignored four contracts and told me "tough luck" when I had to bankrupt in 2008 due to \$2M+ financial exposure

from Rapides Parish, LA Schools and other License Contract Dealers.

A Rapides Parish Schools Assistant Superintendent then told me "the powers that be" (The Superintendent) had instructed him to ignore all PC violations with Siemens. He also told me the Superintendent ordered him NOT to get an independent PC engineering / financial PC audit OR file an insurance claim required by law for PC errors and omissions. Rapides Parish School board members then voted to ignore PC violations on their \$5M+ PC with Siemens. Rumor has it said former Rapides Parish School Superintendent works for Siemens making K12 School PC sales.

Siemens refusal to honor Fiberlene program PC terms / specs match a Google of "Siemens Fines" which shows they'd been under criminal investigation for years. In January of 2009 Siemens was convicted and paid a \$1.6B dollar Bribery fine to keep their U.S. PC business. The Judge ordered Siemens' fine proceeds be used to compensate PC victims. Rapides Parish, LA taxpayers deserve fair compensation for sub-standard a/c filters AFT installed and exposed kids to poor air quality. The total \$5M+ Rapides Parish and Siemens PC should be audited with appropriate consequences. All Fiberlene permanent a/c filter program License Contract Dealers deserve compensation for PC sales they lost due our company's failure to enforce PC terms in Rapides Parish Schools. AFT, with the help of Mr. Charles Hall and my former majority partners are still selling permanent a/c filters with zero compensation to me. My bankruptcy, cancer ET AL problems limit my ability to prevent PC crimes. Can you help?

Sincerely,



Mike D. Shoffiett Senior (Cell: 337-230-0942)

Minority Owner

RICE, Leasing Company, Fiberlene Filters, Inc. & Fiberlene, LLC

PO Box 516

200 American Legion Drive

Rayne, Louisiana 70578

September 15, 2020

Submitted under 37 CFR 1.501 to the:

USPTO Manual of Patent Examining Procedure (MPEP) Section 2202.

United States Patent And Trademark Office

600 Dulany Street, Madison East, Concourse Level,

Alexandria, VA 22314

Dear Staff Supervisor For MPEP Section 2292,

Please accept my latest attempt as attorney pro se' to follow rules and get the USPTO to re-examine and terminate patent #8,062,403 due to intentional *fraud* by inventor, Jim Goode SR ET AL. Jim Goode Sr KNEW my 1995 patent application was rejected for being sold longer than rules allow. Mr. Goode stated USPTO records of my 1995 patent application were probably not computerized so decided to make the EXACT same claims to achieve patent #8,062,403 in 2011 that were formerly rejected in 1995 for being sold longer than USPTO rules allow.

*My request is urgent due pending appeal I filed as Plaintiff / Pro Pe' in case 2020-1368 against the estates of deceased Defendants in the U.S. Court Of Appeals For the Federal Circuit.*

***Proof of deliberate FRAUD by Patent Inventor / Defendant Jim Goode Sr ET AL.***

In 1990, Plaintiff as Assignee on d'Augereau patent #4,904,288 formed Fiberlene Filters, Inc. to Mfg/Mkt the permanent (cleanable) a/c filters described in said patent. In 1992 Plaintiff found a "stage loading" (Capture of large to smaller airborne particles) flaw in said patent. Plaintiff and Fiberlene shop foreman, Loveless Thibodeaux corrected said "stage loading" flaw by preventing large particles from being driven into smaller interior filter media layers. Plaintiff's said "stage loading" flaw correction required moving ONE OF TWO SMALL media layers from the back air filter exit filter side to the front air entrance side.

***1. Steel lathing 2. Small Fiber, 3. Large fiber 4. Aluminum screen(s), 5 Small fiber. 6. Steel lathing.***

Plaintiff's said 1992 media arrangement "change" was outside the scope of d'Augereaux Patent 4,904,288 so he allowed it to expire in 1994. Plaintiff's "test marketing of his corrected a/c filter media arrangement "change" proved successful in 1995 so he instructed patent attorney, James L. Bean to seek a new patent. (See attached letter from patent attorney James L. Bean's at Phone 703-560-2682 and sworn affidavit of Fiberlene Shop Foreman, Loveless Thibodeaux)

*In January of 1995 Mr. Bean informed Plaintiff his 1992 permanent a/c filter media arrangement improvement "change" to patent #4,904,288 was NOT patentable because he'd sold it longer than USPTO rules allow. Following Mr. Bean's advice Plaintiff NEVER advertised his "changed" permanent a/c filter media order as patented and kept Mfging / Mkting them as 1 of 19 exclusive "trade secrets."*

In 2002 the Dept. Of Energy included Plaintiff's "changed" but *un-patentable* "trade secret" protected permanent a/c filters in their Rebuild America lease financing Initiative. Said DOE lease financing of Fiberlene permanent filters was 50% less expensive and converted the waste liability of temporary a/c filters to a permanent asset on customer balance sheets.

To meet demand Plaintiff LICENSED the Mfg / Lease of his "changed" UN-patentable but "trade secret" protected permanent a/c filters. In 2003 Jim Goode Sr ET AL Dealers. executed 3 contracts and attended mandatory factory dealer schools to buy Plaintiff's License Contract for NM and AZ. In said factory schools Plaintiff taught Jim Goode Sr. ET AL Dealers the advantages of his *un-patentable* permanent a/c filter media order "change", manufacturing, raw materials, vendors, customers, DOE lease financing ET AL exclusive Fiberlene Filters, Inc. "trade secrets".

In 2004, to raise \$12M+ lease capital Plaintiff sold Defendants, Jim Goode Sr and Dale Goode parent company stock in Fiberlene Filters, Inc by Purchase Contract. Fiberlene, LLC was formed in NM as a mfg/mkting *model* for other License Contract Dealers while Plaintiff sold/trained other Dealers.

By 2008 Jim and Dale Goode failed to raise lease capital and violated all 4 Contracts with Plaintiff ET AL Licensed Dealers. Said contract violations by Defendants bankrupted Plaintiff and cause Rapides Parish, LA Schools to \$550K+ for cheap sub-standard filters that delivered poor air quality to students.

In 2013, after recovering from bankruptcy, and health problems Plaintiff elected to forget about ethically challenged Defendants, start a new permanent a/c filter leasing company, honor License Contracts and refund \$550K+ stolen from Rapides Parish, LA Schools. When McDonalds ET AL Customers placed \$1M+ permanent a/c filter orders with Plaintiff's new company Defendants threatened his Investors and Customers with infringement of bogus patent #8,062,403 they'd achieved in 2011 by FRAUD. Defendant's said fraud consists of making the Identical *un-patentable* permanent a/c filter media arrangement order "change" claim they learned in Plaintiff's 2003 mandatory dealer schools he'd made in 1995 and UN-patentable as sold too long. Defendant's bogus patent claims also include Plaintiff's switch to framing Fiberlene permanent a/c filters with screws vs pop rivets which is obvious to anyone skilled in the art and was sold 7 years before the Goode patent issued in 2011. NOTE: Comparing attached Goode 2011 and Plaintiff's 1995 patent abstracts reflect they BOTH claim: **1. Steel Lathing, 2.Small Fiber, 3. Large Fiber, 4. Aluminum Screen(s) 5. Small Fiber 6. Steel Lathing**

Achieving a patent by intentional fraud is NOT legal. Causing Plaintiff to lose millions in sales due to infringement threats of said bogus patent motivated Plaintiff's lawsuit. Plaintiff has NEVER claimed ownership, sold or threatened anyone with infringement of a permanent a/c filter patent! The wives of Jim & Dale Goode ET AL other Dealers and company employees confirm they attended EIGHT factory dealer schools to learn about Plaintiff's *un-patentable* filter "change" along with manufacturing, raw material vendors Etc.. Plaintiff also paid an attorney \$10K+ to rescue the trade name "Fiberlene" after it was claimed in 2005 by an un-qualified Dealer Candidate.

In 2019 Plaintiff accepted \$25K to settle a \$140K Purchase Contract Note with Defendants in a LA Civil Court and followed the Judge's ruling to file his multi-million dollar patent FRAUD case in federal court. Please advise me ASAP about my urgent request to terminate Goode Patent # 8,062,403!

Sincerely,

Mike D. Shoffiett Sr.  
8269 Roberts Cove Rd in Rayne, LA 70578  
Cell: 337-230-0942 Email: fiberlene@yahoo.com



October 3, 2017

Mike D. Shoffiett SR  
8269 Roberts Cove Road  
Rayne, Louisiana 70578

Dear Mr. Shoffiett,

My letter is in response to our recent phone conversation. As I told you I'm retired and no longer practice law. However, I do remember and will be glad to share my recollections about patent issues we discussed.

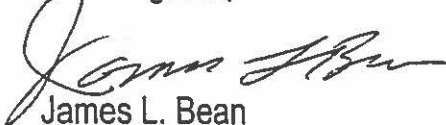
First, I remember achieving the d'Augereau patent on a filter for circulating air systems with you as "Assignee" in the early '90s. (In fact, I still have a couple of those filters.) I also recall you intentionally allowed that patent to expire due to a media *alignment* error which elevated cleaning and pricing concerns.

I recall telling you a new patent for the media alignment "correction" you made was unlikely because: It fell under the scope of the d'Augereau patent. I distinctly remember advising you the media alignment error "correction" you made in 1992 or '93 was not patentable in 1995 because you had been selling / making them commercially available in the public domain much longer than USPTO rules allow.

In closing, I also remember warning you that keeping your *corrected* media alignment change to Fiberlene a/c filters a company "trade secret" was OK legally IF you did not promote them as currently *patented*.

Mike, I hope this helps and your attorney is welcome to contact me.

Best Regards,



James L. Bean  
7205 Satecrest Drive  
Annandale, VA 22003  
Home Phone: 703-560-3682

**WITNESS AFFIDAVIT OF LOVELESS THIBODEAUX.**

In the City Of Rayne, State of LA, Parish Of Acadia comes as witness and personally swears to the following: My name is Loveless Thibodeaux. I am over 18 years of age. I am fully competent to make this affidavit and have personal knowledge of all facts stated herein and they are all true and correct.

From the 1990s to about 2004 I was permanent a/c filter assembly supervisor at Fiberlene Filters, Incorporated in Rayne, LA. In 1992 the company got back 50 - 24"x72"x2" permanent a/c filters from "Fruit Of The Loom" garment factory that were so clogged with lint/dirt they quit working. They had an *unconditional* warranty so we had to clean them or build them new filters.

It took a week to take all seven layers of "state of the art" a/c filter media apart and clean them with a vacuum cleaner, air pressure, soap & water. Mike Shoffiett, the company owner told me the filters were patented to "stage load" (trap) large size airborne particles using media with large to smaller size openings. All size particles had been driven past larger filter media and clogged up the inner filter layers too bad to filter. I told Mike we should eliminate "stage loading" by moving ONE of small a/c filter fiber media layers from the air EXIT side to the air ENTRANCE side. I re-arranged filter media order with 1. Layer of steel lathing, 2. Layer of small plastic fiber, 3. Layer of large plastic fiber, 4. Two layers of aluminum screen, 5. One layer of small plastic fiber. 6. Final layer of steel lathing.

Lab tests showed my media arrangement "change" didn't hurt Fiberlene filter *efficiency* AND made them a lot easier to clean with air/soap/water. Mike Shoffiett told me spending the money to get a new patent and giving me a bonus for my filter media "change" depended on sales. A couple years later Mike told me sales to McDonalds was \$500K and he applied for a new patent for my 1992 media "change". I was disappointed when a patent Lawyer reported my 1992 media "change" was UN-patentable in 1995 for being sold too long.

In 2000 the company sold "Dealer" LICENSES to provide Fiberlene permanent a/c filters under strict "quality" specifications and federal lease financing. I had to teach "Dealers" about eliminating filter "stage loading", assembly, use, cleaning Etc in factory "Dealer" schools.

*I'm making this Affidavit because I found out: ONE Jim Goode got a patent in 2011 after making the same media arrangement "change" I made in 1992 that was labeled un-patentable in 1995. TWO: Jim Goode swore he did not attend a factory dealer schools and learned to assemble filters by reverse engineering. I swear Jim and Dale Goode attended TWO "Dealer" schools in Rayne, LA. THREE: The Goode Patent should NOT be legal because Jim Goode KNEW every claim in his application was public 7 to 17 before it was issued it in 2011.*

THIS DONE AND SIGNED ON THIS: 11 DAY OF JANUARY 2019 IN RAYNE, LOUISIANA

NOTARY



MY COMMISSION EXPIRES

LIFE

STAMP

SIGNATURE OF LOVELESS THIBODEAUX

**WITNESS AFFIDAVIT OF JERRY LeMAIRE**

Affidavit Of Witness JERRY LeMAIRE, City Of Rayne, State of LA, Parish Of Acadia comes personally and swears to the following: My name is Jerry LeMaire. I am over 18 years of age. I am fully competent to make this affidavit and have personal knowledge of all facts stated herein and they are all true and correct.

In 1999 I formed J & J Filters, LLC and executed a Confidentiality Contract, a Business Plan Contract and attended a mandatory factory "Dealer" school in Rayne, LA before I invested \$35K to buy a Fiberlene Filters, *Incorporated* License Contract. That License Contract gave me exclusive rights to assemble and sell Fiberlene permanent a/c filters in my south Louisiana market under strict "quality" specifications and Dept. Of Energy approved *lease* financing.

In 2003, Mike Shoffiett, Owner of Fiberlene Filters, *Incorporated* became Partners with Jim and Dale Goode and formed **Fiberlene, LLC**. Dale Goode moved assembly of a/c filters AND new filter "cleaning machine" in NM, Jim Goode moved a/c filter sales and raising lease capital to Texas while Mike kept recruiting, selling and training other "Dealers" in Rayne, LA.

My company sales were slow because it took 6 month "risk free" customer trials to prove a \$100 permanent a/c filter with a 5 year warranty was better than throwing a comparable \$5 temporary a/c filter in landfills each month or \$300 in 5 years. My company sales did not improve when Fiberlene, LLC was formed because Jim Goode could not raise lease financing capital AND Dale Goode did not develop a workable a/c filter cleaning machine.

In 2006, a north LA Fiberlene "Dealer" did NOT meet U/L and other "quality" specifications on a \$550K+ permanent a/c filter lease/sale to Rapides Parish, LA Schools. *As majority owners company owners Jim and Dale Goode refused to cancel that crooked Dealer's License Contract and meet a/c filter ""quality" specifications in Rapides Parish Schools.* The school filter market was poisoned when Rapides Parish, LA Schools paid that "outlaw" Dealer and others \$550K for permanent a/c filters they NEVER got. My company went out of business because Vermillion and Iberia Parish, LA Schools canceled my permanent filter lease/sale orders for \$600K+,

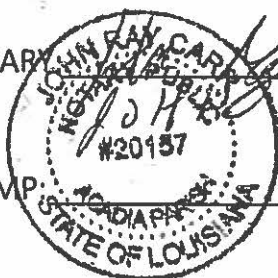
The Court wouldn't let me JOIN a law suit docket #201410921-J and I can't afford legal fees at this time to seek damages against Jim and Dale Goode for canceling my 20 year "Dealer" License Contract without notice or compensation. I volunteered to make this affidavit because: **ONE:** Allowing Rapides Parish Schools to pay \$550K+ for a/c filters that did NOT get should be against the law. **TWO:** That Rapides Parish, LA Schools crime cost my company \$600K+ when Vermillion and Iberia Parish canceled my permanent a/c filter lease / sales. **THREE:** I found out Jim Goode got a patent in 2011 by making the same "claims" Mr. Loveless Thibodeaux made in 1992 that were not-patentable in 1995 for being sold too long. **FOUR:** Jim and Dale Goode claimed they did not attend factory "Dealer" School. I was with them in two schools in Rayne, Louisiana.

THIS DONE AND SIGNED ON THIS: 11 DAY OF JANUARY 2019 IN RAYNE. LA

NOTARY

MY COMMISSION EXPIRES: LIFE

STAMP



SIGNATURE OF JERRY LeMAIRE

Jerry LeMaire



**KNOCKOUT  
GRAPHICS***"Graphic design that gives competition the 10 count!"***Deirdre Gogarty Morrison**

110 Clo Drive, Carencro, LA 70520

337-962-8848

knockoutgraphics@cox.net

**WITNESS AFFIDAVIT OF DEIRDRE GOGARTY MORRISON**

In the City Of Carencro, State of Louisiana, Parish Of Lafayette, comes as witness and personally swears to the following: My name is Deirdre Gogarty Morrison, I am over 18 years of age. I am fully competent to make this affidavit and have personal knowledge of all facts stated herein and they are all true to my recollection.

As the Principal / Owner of "Knockout Graphics" in Carencro, Louisiana, I do graphic art and other copyright work on sales brochures and many other kinds of promotional materials. I did sales brochures, instruction manuals and other copyrighted materials for Mike D. Shoffiett SR, Principal / Owner of Fiberlene Filters, INC, RICE, INC, and Achilles Speed, LLC and Raw Speed, LLC for ten+ years.

In late 2003, Mike D. Shoffiett SR asked me to transfer all my work and "Billing" on Fiberlene Filters, and RICE, INC copyrighted brochures etc to his new company, FIBERLENE, LLC based in Dallas, Texas. Mike asked me to work under the direction of Jim Goode his Partner/Owner which I did for about twelve years.

I make this Affidavit freely because Mike D. Shoffiett SR told me there was a dispute about his transfer of copyright ownership to Fiberlene Filters and RICE Leasing sales brochures and other promotional materials to FIBERLENE, LLC.

THIS DONE AND SIGNED ON THIS: 31<sup>st</sup> DAY OF January 2019 IN LAFAYETTE LOUISIANA

NOTARY Virginia K Peck MY COMMISSION EXPIRES is for life

STAMP: \_\_\_\_\_

VIRGINIA K. PECK  
Notary Public (#015343)  
Lafayette Parish, Louisiana  
My commission is for life

Deirdre Gogarty Morrison  
SIGNATURE OF DEIRDRE GOGARTY MORRISON

**WITNESS AFFIDAVIT OF JUDD HAWLEY**

From the City of Rayne, State of LA, Parish Of Acadia now comes as witness and personally swears to the following: My name is Judd Hawley and I am over 18 years of age. I'm fully competent to make this affidavit and have personal knowledge of all facts stated herein and they are true and correct.

From the late '90s to 2005 I worked at Fiberlene Filters, Incorporated in Rayne, LA as assistant supervisor of permanent a/c filter assembly under Mr. Loveless Thibodeaux. When I got promoted to supervisor part of my job was teaching Fiberlene "Dealers" how to assemble, use and clean Fiberlene permanent a/c filters in factory schools. I liked that because we always drank beer, cooked, joked and played music after the school.

I remember Jim and Dale Goode attending TWO Fiberlene "Dealer" Schools in Rayne because Mr. Dale would never sing. At the second school Jim Goode sang a funny song about his body and age. At both "Dealer" schools Mr. Loveless, Dan Hawley, Mike Shoffiett, Company owner Dale, Jim Goode and I spent a LOT of time discussing filters and the invention of a new a/c filter cleaning machine for all applications using existing technology to get a *design* patent.

Mr. Loveless started each school by teaching/showing ALL "Dealers" the reasons he "changed" the Fiberlene filter media arrangement in 1992 to: 1. A layer of steel lathing media, 2. A layer of *small* plastic fiber, 3. A layer of *large* plastic fiber, 4. Two layers of crimped aluminum screen, 5. One layer of *small* plastic fiber. 6. Final layer of steel lathing. The Company kept the media arrangement "secret" and arranged the "cutaway" Dealer samples different so the competition had to buy a filter to see the right media arrangement order.

Mr. Loveless then taught "Dealers" how and why his media arrangement order "change" prevented "stage loading" and made cleaning a LOT easier. Mike Shoffiett had promised him a bonus IF it his 1992 media "change" was patentable. Mr. Loveless was disappointed because in late 1995 his media arrangement "change" did NOT qualify for a new patent because the company had sold it longer than patent rules allow.

I make this Affidavit for two reasons. **FIRST:** Jim and Dale Goode swore they never attended a Factory "Dealer" School. I swear they attended TWO "Dealer" Schools in Rayne, LA and ONE in Tunica, MS. **SECOND:** I found out Jim Goode got a NEW patent in 2011 using the SAME a/c filter media arrangement order "change" Mr. Loveless made in 1992 that was unpatentable in 1995. PLUS in 2004 Dale Goode "changed" to framing Fiberlene filters with stainless screws VS aluminum pop rivets. THE 2011 GOODE PATENT SHOULD NOT BE LEGAL BECAUSE JIM GOODE KNEW ALL THESE CLAIMS BEFORE HE APPLIED FOR IT.

THIS DONE AND SIGNED ON THIS: 11 DAY OF JANUARY 2019 IN RAYNE, LA

NOTARY



MY COMMISSION EXPIRES

LIFE

SIGNATURE OF JUDD HAWLEY

**JIM GOODE'S 2011 PATENT ABSTRACT**

United States Patent

8,062,403

Goode

November 22, 2011

Filter elements for circulating air systems

**Abstract**

An improvement to a reusable filtering assembly used in circulating air systems for residential or commercial heating and air conditioning systems. A series of layers consisting of filtering materials disposed between two framing units are comprised of the following: expanded metal lath, a layer of small fiber material, a layer of large fiber material, a layer of small crimp wire cloth, a layer of small fiber material, and a last layer of expanded metal lath. The present invention further comprises a stage loaded series of layers wherein the direction of air flow is from the first layer to the sixth layer comprising: Expanded Metal Lath, Small Fiber, Large Fiber, Small Crimp Wire Cloth, Small Fiber, and Expanded Metal Lath.

---

**PLAINTIFF'S 1995 PATENT APPLICATION ABSTRACT REJECTED FOR BEING SOLD /  
COMMERCIALY AVAILABLE LONGER THAN USTPO RULES ALLOW**

Application For a New Patent Based On Inventor's 1992 "corrected" media arrangement FLAW to expired Patent # 4, 904,288:

Submitted By Inventor: *Mike D. Shoffiett SR* (Rayne, LA)

November 17, 1995

To Attorney:

James L. Bean

Family ID:

23454278

Filter element for circulating air systems:

**Abstract**

Shoffiett proposes a *patentable* "change" to d'Augereau patent #4,904,288 by RE-aligning the order of the same "state of the art" air filter media. Said "change" consists of moving ONE OF TWO small layers of polypropylene fiber media from the downstream / final air exit side of the a/c filter to the front air entrance side of said filter. This ONE "change" improves the efficiency and ease of cleaning of the a/c filter without disassembly by preventing "stage loading" of larger 1+ micron size air borne particles prevalent in harsh Ind/Com a/c filter applications. The NEW order of the Inventor's ONE media realignment *change* is as follows:

1. A layer of coated galvanized expanded steel lathing.
2. A layer of small polypropylene fiber media to facilitate "face load" of airborne particles VS "stage" loading of 1 micron plus of larger size particles.
3. A layer of large polypropylene fiber media that generates maxim static electricity by air flow friction.
4. One or two layers of aluminum wire screen precipitation chamber(s) "catch cells" crimped in a hill & valley design to allow statically trapped particle to be driven into low points, forcing hills to remain open for air flow.
5. A layer of small polypropylene fiber media to prevent trapped particle blow through by a/c unit "on/off vibration.
6. A final layer of coated galvanized expanded steel lathing to promote filter strength.

All layers of "state of the art" a/c filter media to be housed in a durable corrosion resistant frame attached to aluminum corner posts by aluminum pop rivets.



## ***PURCHASE AGREEMENT***

Rice Leasing Company and Fiberlene Filters, Inc. is a Corporation currently operating at 200 American Legion Drive, Rayne, LA 70578. The business is manufacturing, sales and leasing of permanent air filters and recruiting, training and support of Dealer agents.

This Purchase Agreement is made effective as of October 17, 2003, between and among R.I.C.E. Leasing & Fiberlene Filters, Inc. and Mike Shoffiett and Jim Goode and Dale Goode as purchasers. The new entity consisting of Mike Shoffiett and Jim Goode and Dale Goode and will be collectively known as ("**Fiberlene**") or ("**Owners**").

The Owners own all of the assets, including copyrights and patents and the outstanding common stock of the Company. Therefore, the parties hereby agree as follows.

1. Mike Shoffiett agrees to retain 33-1/3% while selling two thirds (66-2/3%) of the Company to Jim and Dale Goode for Two Hundred Thousand dollars (\$200,000.00) payable as follows:

A. \$60,000 Down Payment of which \$15,000 is hereby acknowledged as previously paid by Jim and Dale Goode for the purchase of the Arizona and New Mexico Dealerships. These Dealerships will then be owned by Fiberlene and any proceeds from the anticipated future sale of these Dealerships will be for the mutual benefit of Fiberlene. \$45,000.00 is payable by the Purchasers at the execution of this agreement.

B. A note will be given to the Mike Shoffiett in the amount of \$140,000 payable in ten (10) years with interest at the rate of 7%. This note will be secured by Fiberlene assets as listed above and paid from the proceeds of Fiberlene. There is no personal liability to Jim and Dale Goode.

C. It is agreed and desirous that this note will be retired as soon as possible from the proceeds of Fiberlene. There will be no pre-payment penalty.

D. It is understood that Mike Shoffiett wishes to retire a particular personal note in the amount of \$15,000 and it is agreed that amount of the note will be accelerated from the proceeds of the first initial sales of Fiberlene and paid to Mike Shoffiet as a priority before any profits are paid to Jim and Dale Goode.

2. The Owners expect to retain most of the income of the business within the business to help finance future growth. The Owners will only draw funds by mutual agreement. All three owners have agreed to function in a full-time capacity as soon as Fiberlene is able to support them. Each owner will be allowed to draw against his 1/3 interest of the proceeds after the note payment to Mike Shoffiett and other expenses of Fiblerlene are paid. A mutually agreed upon amount will be held in reserve for cash flow and development of the Company.

3. Primary Duties:

A. Mike Shoffiett will primarily concentrate on sales and function as advisor for the technical specifications of the filter.

B. Jim Goode will primarily concentrate on organization development and sales and will work with "Lease to Own" underwriters with the goal of ultimately funding our own lease contracts and completion of an initial public offering.

C. Dale Goode will primarily concentrate on sales and new dealers in the manufacture and production of the filters.

The Owners agree that a filter cleaning machine is a crucial element to the success of the Company. Dale Goode assumed the expense and responsibility for research and development and creation of the filter cleaning machine. Therefore, 100% of the proceeds from the first three sales of this machine are payable to Dale Goode.

Every effort will be made by Fiberlene to expand the Company primarily in a horizontal manner with Dealers.

Each owner will have veto power over any material Corporate decision. The resolution mechanism is for each owner to state his case in writing. If the dispute cannot be resolved, a mutually agreed upon arbitrator can be called in whose decision will be final.

A standard non-compete agreement will be signed by the stockholders to be effective for a period of five years from any departure date.

A standard Buy/Sell agreement will be executed by the stockholders who will have the right of first refusal to buyout anyone who wishes to sell. Any transfer of ownership interests will be contingent upon the approval of the other Owners. The business will be conducted in more than one State so the Owners hold a concern about uniform interstate treatment.

Entire Agreement. This Agreement constitutes the entire agreement of the Owners among themselves or with the Company regarding the subject matter of this Agreement and supersedes all prior agreements regarding such subject matter. Fiscal year will be calendar year.

Effectiveness. This Agreement shall become effective when signed by all of the Owners listed below:

Mike Shoffiett Dated 10/18/03  
Mike Shoffiett

Dale Goode Dated 10/18/03  
Dale Goode

 \_\_\_\_\_ Dated 10/18/03

Jim Goode

R.I.C.E. Leasing & Fiberlene Filters, Inc.

By:  \_\_\_\_\_  
Mike Shoffiett  
Principal

Agreed and acknowledged by the following persons who are not themselves parties to this Agreement, but who are the spouses of the parties to this Agreement. Each has read this Agreement and agrees that he/she will be bound by all of its provisions, including (without limitation) restrictions on the sale and transfer of Units and the establishment of the value of the Units.

\_\_\_\_\_ Dated \_\_\_\_\_  
Mary Goode

\_\_\_\_\_ Dated \_\_\_\_\_  
Betty Goode

\_\_\_\_\_ Dated \_\_\_\_\_  
Melody Shoffiett

## ***PURCHASE AGREEMENT***

Rice Leasing Company and Fiberlene Filters, Inc. is a Corporation currently operating at 200 American Legion Drive, Rayne, LA 70578. The business is manufacturing, sales and leasing of permanent air filters and recruiting, training and support of Dealer agents.

This Purchase Agreement is made effective as of October 17, 2003, between and among R.I.C.E. Leasing & Fiberlene Filters, Inc. and Mike Shoffiett and Jim Goode and Dale Goode as purchasers. The new entity consisting of Mike Shoffiett and Jim Goode and Dale Goode and will be collectively known as ("**Fiberlene**") or ("**Owners**").

The Owners own all of the assets, including copyrights and patents and the outstanding common stock of the Company. Therefore, the parties hereby agree as follows.

1. Mike Shoffiett agrees to retain 33-1/3% while selling two thirds (66-2/3%) of the Company to Jim and Dale Goode for Two Hundred Thousand dollars (\$200,000.00) payable as follows:

A. \$60,000 Down Payment of which \$15,000 is hereby acknowledged as previously paid by Jim and Dale Goode for the purchase of the Arizona and New Mexico Dealerships. These Dealerships will then be owned by Fiberlene and any proceeds from the anticipated future sale of these Dealerships will be for the mutual benefit of Fiberlene. \$45,000.00 is payable by the Purchasers at the execution of this agreement.

B. A note will be given to the Mike Shoffiett in the amount of \$140,000 payable in ten (10) years with interest at the rate of 7%. This note will be secured by Fiberlene assets as listed above and paid from the proceeds of Fiberlene. There is no personal liability to Jim and Dale Goode.

C. It is agreed and desirous that this note will be retired as soon as possible from the proceeds of Fiberlene. There will be no pre-payment penalty.

D. It is understood that Mike Shoffiett wishes to retire a particular personal note in the amount of \$15,000 and it is agreed that amount of the note will be accelerated from the proceeds of the first initial sales of Fiberlene and paid to Mike Shoffiet as a priority before any profits are paid to Jim and Dale Goode.

2. The Owners expect to retain most of the income of the business within the business to help finance future growth. The Owners will only draw funds by mutual agreement. All three owners have agreed to function in a full-time capacity as soon as Fiberlene is able to support them. Each owner will be allowed to draw against his 1/3 interest of the proceeds after the note payment to Mike Shoffiett and other expenses of Fiblelene are paid. A mutually agreed upon amount will be held in reserve for cash flow and development of the Company.

3. Primary Duties:



U. S. Postal Service ROUTING SLIP		Office or Room No.	<input type="checkbox"/> Approval <input type="checkbox"/> Signature <input type="checkbox"/> Comment <input type="checkbox"/> See Me <input type="checkbox"/> As Requested <input checked="" type="checkbox"/> Information <input type="checkbox"/> Read and Return <input type="checkbox"/> Read and File <input type="checkbox"/> Necessary Action <input type="checkbox"/> Investigate <input type="checkbox"/> Recommendation <input type="checkbox"/> Prepare Reply <input type="checkbox"/>
To:			
1			
2			
3			
4			
5			
From:			Phone No.
Date	10-1-20		Room No.
Remarks:			
<p>Peter,</p> <p>Mike Ains has helped me with this pro se-</p> <p>3- Copies of my Hearing - Rehearing</p> <p>Exhibit - Thanks</p> <p>Mike Shoppell Sr.</p>			



**PRIORITY  
MAIL  
EXPRESS®**

Case: 20-1368 Document: 56 Page: 27 Filed: 10/02/2020



EJ 240 051 173 US

CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE ( )

Mike Schoffiet SA  
8269 Roberts Cove RD  
Rayne, LA 70578

DELIVERY OPTIONS (Customer Use Only)

☐ **SIGNATURE REQUIRED** Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

- ☐ No Saturday Delivery (delivered next business day)
  - ☐ Sunday/Holiday Delivery Required (additional fee, where available)
  - ☐ 10:30 AM Delivery Required (additional fee, where available)
- \*Refer to USPS.com or local Post Office for availability.

TO: (PLEASE PRINT)

PHONE ( )

(Clerk of Court)  
Peter A. MarkSteiner,  
717 Madison Place N.W.  
Washington DC

ZIP + 4® (U.S. ADDRESSES ONLY)

20439

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- \$100.00 Insurance Included.

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No.

Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

☐ 1-Day

☒ 2-Day

☐ Military

☐ DPO

PO ZIP Code

70529

Scheduled Delivery Date (MM/DD/YY)

10/03/20

Postage

\$ 39.50

Date Accepted (MM/DD/YY)

10-1-20

Scheduled Delivery Time

☐ 10:30 AM ☒ 3:00 PM  
☐ 12 NOON

Insurance Fee

\$

COD Fee

\$

Time Accepted

3:44

☐ AM

☒ PM

10:30 AM Delivery Fee

\$

Return Receipt Fee

\$

Live Animal Transportation Fee

\$

Special Handling/Fragile

\$

Sunday/Holiday Premium Fee

\$

Total Postage & Fees

\$ 39.50

Weight

☐ Flat Rate

Acceptance Employee Initials

1 lbs. 0 ozs.

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)

Time

☐ AM  
☐ PM

Employee Signature

Delivery Attempt (MM/DD/YY)

Time

☐ AM  
☐ PM

Employee Signature

LABEL 11-B, MARCH 2019

PSN 7890-02-000-6996

**PEEL FROM THIS CORNER**

**OUR FASTEST SERVICE IN THE U.S.**

**SIGNATURE INCLUDED UPON REQUEST**