IN THE COURT OF THE CITY CIVIL JUDGE AT BENGALURU (CCH – 10)

O. S. No. 2487 / 2021

BETWEEN:

Srinivas S. Devathi

...Plaintiff

AND:

United States Patent & Trademark Office (USPTO), Hulsey P.C., World
Intellectual Property Organization (WIPO), and Intellectual Property India
...Defendants

MEMORANDUM FOR PRODUCTION OF ADDITIONAL DOCUMENTS

I, Srinivas S. Devathi, an Indian citizen submit the following additional documents to the Honorable court, along with remarks on maintainability of the suit, covering CPC provisions along with cause of action, and breach of Patent cooperation Treaty that arose on 5-8-2015.

- 1) **Document 18A:** My most current 'Living Will', executed on 22-08-2022, which covers the details of wealth allocation related to my patented invention US 8,910,998 B1, with grant issue date of 16-12-2014. The Living Will is accompanied with enclosures of my current passport photocopies as identification and proof of my INDIAN citizenship, along with a photocopy of the copyright issued by Indian copyright office to my authored macroeconomic reform Project Earthling©. **10 Pages.**
- 2) **Document 29A:** This document comprises of an illustration of two-year timeline which shows three streams of activities, followed by details of the Contingency agreement / usa 61 country liability payment agreement related to uspto and usa exit stream activity. **4 Pages.**

Remarks on Maintainability of the suit, covering CPC provisions and cause of action that arose on 5-8-2015:

CPC provisions for OS 2487 of 2021:

CPC Section 20(a) provides 'the defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, or'; has provision to summon all four defendants into the Bangalore city civil court, since I have procured their services and did business with all the four defendants, by paying necessary fees to procure their services. **Document 30** contains all the 'Fee payment receipts and extracts of bank statements that show the payments made to all the four defendants in this lawsuit'.

CAUSE OF ACTION, BREACH OF PATENT COOPERATION TREATY AROSE ON 5-8-2015:

Here is high level summary chronological sequence of events giving the cause of action for this lawsuit.

27-3-2014: I file the 'Priority patent application' for my invention 'Systems and methods for altering the color, appearance, or feel of a vehicle surface'. Receiving office is uspto – defendant 1 in the capacity of 'national PTO of usa'. This was given an application number 14/227,859.

15-7-2014: By taking priority of patent application 14/227,859; I filed a PCT, Patent Cooperation Treaty international application. The receiving office is uspto – defendant 1 in the capacity of 'International Search Authority'. This international application was given an application number PCT/US2014/046619. Both the applications content is exactly the same. They are identical.

16-12-2014: The priority application 14/227,859 was issued as a patent grant with patent number US 8,910,998 B1.

5-8-2015: The PCT International application PCT/US2014/046619, was issued a fabricated 'International search report – ISR', with a fabricated date, with fabricated prior art of Cobb, Price, Saenger, and Hale, which never existed before this date. This fabricated ISR issued by uspto – defendant 1 in the capacity of 'International search authority', is the cause of action for this lawsuit. Defendant 1 - uspto breached articles 18 and 19 of Patent Cooperation Treaty.

BREACH OF PATENT COOPERATION TREATY ARTICLES 18(2) AND 19(1):

The cause of action for this suit arose on 5-8-2015, when uspto – defendant 1 fabricated prior art and issued a fabricated ISR with a fabricated date. The detailed 'chronological sequence of events' are available in pages 8-13 of this lawsuit. On the date 5-8-2015, two articles of Patent Cooperation Treaty were breached by uspto – defendant 1. These are Articles 18(2) and 19(1) of Patent Cooperation Treaty.

Article 18 of Patent Cooperation Treaty, titled 'The International Search Report' clause (2) reads 'The international search report shall, as soon as it has been established, be transmitted by the International Searching Authority to the applicant and the international bureau.'

Article 19 of Patent Cooperation Treaty, titled 'Amendment of the Claims before the International Bureau' clause (1) reads 'The applicant shall, after having received the international search report, be entitled to one opportunity to amend the claims of the international application by filing amendments with the international bureau within the prescribed time limit.'.

Both these articles have been breached by uspto – defendant 1, as I neither received the ISR as soon as it was established, nor was given the one opportunity to amend claims with International bureau – defendant 3, that I was entitled to.

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April 2019: Due to uspto – defendant 1 issuing fabricated ISR with fabricated date, fabricated prior art, and given their breach of Patent Cooperation Treaty, it resulted in the loss of 'Intellectual property rights' to my invention patent US 8,910,998 B1 across most of the 62 countries I had sought for invention rights protection. The full liability has been caused. The full liability must be paid by uspto – defendant 1. 62 sale agreements listed in document 28 and detailed in document 29 must be executed through this Honorable court, along

with the contingency agreement listed in document 29A.

Remarks on CPC section 86:

This Honorable court has recognized the fraud of uspto – defendant 1 as explained in sections above and has made it clear to me that the 'only pending legal requirement' to initiate this lawsuit proceeding is the 'Consent letter of the Indian central government certified in writing by a secretary to Indian government'. This is to satisfy the legal requirement of CPC section 86, which is applicable to summon defendant 1 – uspto, for the fraud they have committed, and summon defendant 3 – WIPO / International Bureau, and defendant 4 – Intellectual Property India, to assist the court with fact finding and discovery. I shall be submitting the 'Consent letter of Indian government' in upcoming court dates, to initiate this lawsuit proceeding. OS 42 of 2022 was filed for this purpose, summoning the Legal and Treaties division of Ministry of External Affairs to this Honorable court.

Bengaluru

Date: 22/08/2022

Srinivas S. Devathi (Plaintiff / Party in Person)

LIVING WILL

OF Mr. Srinivas S. Devathi; Living at 63, 11TH B Cross, 3RD Main Prashanth nagar, Bangalore - 560079, India

WILL EXPIRING ON - DEC 31, 2034

THE EXPIRY DATE SET ABOVE MARKS THE END OF LAST YEAR OF THE PATENT US 8,910,998 B1, 20 YEAR IP PROTECTION TERM. THE WEALTH ACCORDING TO THIS WILL SHALL BE DISTRIBUTED TO THE ALLOCATED DESTINATION PARTIES / ACCOUNTS BEFORE THE EXPIRY DATE.

Enclosures: ID proof of Srinivas S. Devathi -2 pages. Copyright of project earthling \odot - 6 pages.

CONTEXT:

I, Srinivas S. Devathi, Inventor to 'Systems and methods for altering the color, appearance, or feel of a vehicle surface' with patent grant from USPTO (Patent number US 8,910,998 B1 with issue date of 16-12-2014 which is valued at 22.5 Trillion Earthlings/\$; and the technology's IP rights valuation from the other 61 Non-USA countries (15 national stage and 2 regional stage applications filed by using PCT international application number PCT/US2014/046619 with filing date of 15-07-2014, the value of which is set at 70.5 Trillion Earthlings/\$)); is valued and worth a total of 93 Trillion Earthlings/\$; as of today at a conservative estimated sale price of the invention global IP rights. This is the most important asset that must be addressed in this Will. It is fair to say that most of my property / assets / wealth are intellectual property in the form of patents, patent applications, and Trademarks.

Outside of the above listed intellectual property assets; I have some property and income from other regular sources which allows me to live my regular 'Middle class' income life in India. This property is nothing that anyone in India, or certainly usa citizens or their corporations would envy about or look to steal from me.

NO LEGAL HEIRS:

I, Srinivas S. Devathi, do not have any legal heirs. I am single (divorce concluded in July 2012) with no children. So, I do not have any legal heirs; as all intellectual property in a person's name qualifies as his own earnings and any legal heirs of such property can only be his own family descendants.

Further, my siblings have no legal claim in this wealth either.

My father, who passed away on Jan 1st, 2018; has left enough (of his wealth) for my mother, to ensure her comfortable living for many years to come. Additionally, my mother would not know what to do with crores of rupees, and certainly does not know what to do with Trillions of Earthlings / \$.

Despite my mentioning of the names of my Father or Mother in one or more financial instrument forms (such as bank accounts, LIC policies, post office saving accounts, investment accounts, or other) as my nominee (for that financial instrument), this 'Living Will' shall override any such nomination forms from being extrapolated for my Intellectual property assets listed above. Further, Intellectual property is not something that is claimed or inherited upwards in the family tree.

So, neither my mother nor my deceased Father can inherit or claim any portion of the 37 cillion Earthlings /\$ wealth or asset.

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SEPARATE INSTRUMENT:

In summary I do not have any legal heirs for the 93 Tillion Farthlings / \$ valued Intellectual Property. When the state of the state of

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Page 1 of 2

PERCENTAGE ALLOCATIONS TO REMAIN THE SAME DESPITE A SALE PRICE RESET:

Percentage wealth allocation, and the payable receiving parties given in this document shall stay the same even if the patent sale price valuation is reset to any number higher than 93 Trillion Earthlings / \$, not limiting to and also including sale price numbers such as 220, 230, 240, or 250 Trillion Earthlings / \$.

CURRENT ASSIGNMENTS OF WEALTH FROM INTELLECTUAL PROPERTY:

The 93 Trillion Earthlings / \$ will be brought into India as my wealth in this year and next, legally via court proceedings. Depending on the way I execute contracts (Invention — Intellectual Property sale agreements) with all 62 countries; I may attract the wealth in partial payments spread over the IP tenure of my invention which ends in year 2034. As the wealth comes into my Indian Bank account(s), my yearly allocation of funds will be as given here:

- 90% of this 93 Trillion Earthlings / \$ wealth will be 'year-marked' or 'pledged' for a visionary goal defined by me called 'Goal Year 2050'; to make India a developed country.
 - Half of this 90% (45% of total wealth) will be paid to Indian Government, all State Governments and Union Territories, with the following breakdown.
 - 20% as Long-term capital gains tax on the wealth earned to Indian Govt, payable to Commissioner of Income tax department.
 - 10% as 'India's Progress & Development' funds payable to Indian Govt, to Prime Ministers India development fund.
 - 15% distributed across all States and Union Territories, in proportion to their population (use census data from most recent census). For states, payable to each state Chief Ministers (respective) State development fund. For Union Territories, payable to Presidents Union Territory development fund.
 - According to the points mentioned above, I shall annually pay (or distribute) this portion of wealth and provide guidance to Indian Government and all State Governments on doing the right projects, the right way until 'Goal year 2050' is achieved, by heading a unit called 'Indian Economic Council'.
 - The other half of this 90% (45% of total wealth) is 'year-marked' or 'pledged' for Private side development projects / work which will be driven by me across India (which will further be followed and possibly emulated by at least 100 other developing and economically backward countries); through 'Earthling Foundations'. Initiatives will be rolled out through two Earthling foundations, one public and another private, which will get funds allocation with the following breakdown.
 - 22.5% will be allocated to the Earthling Foundation Public charitable Trust.
 - 22.5% will be allocated to the Earthling Foundation Private Trust.
 - The Legal entity of Foundation is expected to be formed soon. The registration papers for the foundation are prepared and can be registered anytime at the local sub-registrar office. However, recruiting the second trustee and other trustees is taking time, as I am looking to find the right Trustee who is patriotic, and energetic to work for this country all his life with commitment and dedication with my guidance. Updates on this will be provided in the next version of Living Will.
 - Both Private and Public charitable Earthling Foundation Trusts will roll out series of initiatives over the next 30 years, with allocated expenditure annually for projects that must be completed within that year; to achieve 'Goal year 2050'.
- 10% of this 93 Trillion Earthlings / \$ wealth will be 'My personal wealth' in my personal bank account and spent on my personal expenses and select personal projects across India.

I, Srinivas S. Devathi, Inventor to 'patent US 8,910,998 B1'; state that this is my Current active Living Will and this is how I want the money allocated, while alive or dead.

This Living Will shall be accompanied with an addendum document which will be versioned over the years to come, which will contain all other details such as registration numbers, bank account numbers, and up to date contributions paid to the receiving parties.

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ADVOCATE & NOTARY
GOVT. OF INDIA
10/5. 1st Floor, 8th Cross,

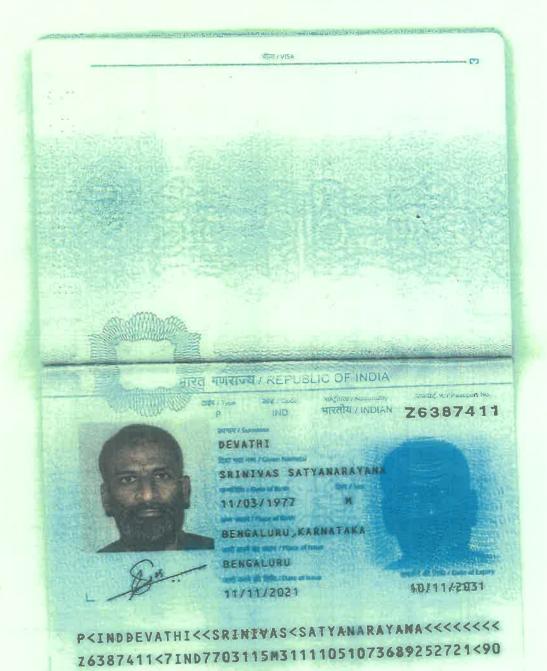
Vittal Nagara, GEF Post, Mysore Road, Bangalore-560026

Srinivas S. Devathi, Inventor and Author

Bangalore, India, Date: 22 08 2022

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GOVT. OF INDIA
10/5. 1st Floor, 8th Cross,
Vittal Nagara, GEF Post.
Wysore Road, Bangalore-560026

To all



PREMALEELA SATYANARAYANA DEVATHI

NO 63,11TH B CROSS, 3RD MAIN

PRASHANTH NAGAR, BENGALURU

PIN:560079, KARNATAKA, INDIA

24694137 31/01/2018 BENGALURU

BN1073689252721



P.N. NAGESHA

B.A. LL.B

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Mysore Road, Bangalore-560026







Copyright Office Government of India



Extracts from the Register of Copyrights

Dated: 22/02/2019

Registration Number

Name, address and nationality of the applicant

: L-81033/2019

SRINIVAS S. DEVATHI , 63, 11TH 'B' CROSS, 3RD MAIN. PRASHANTHNAGAR, BANGALORE-560079

INDIAN

Nature of the applicant's interest in the copyright of the : OWNER

Class and description of the work

Title of the work

6. Language of the work

5.

Name, address and nationality of the author and if the author is deceased, date of his decease

LITERARY/ DRAMATIC WORK

PROJECT EARTHLING

: ENGLISH

SRINIVAS S. DEVATHI , 63, 11TH 'B' CROSS, 3RD MAIN, PRASHANTHNAGAR, BANGALORE-560079

INDIAN

8. Whether the work is published or unpublished

Year and country of first publication and name, address N.A.

and nationality of the publisher

Years and countries of subsequent publications, if any, : N.A. and names, addresses and nationalities of the publishers

Names, addresses and nationalities of the owners of various rights comprising the copyright in the work and

the extent of rights held by each, together with particulars of assignments and licences, if any

 Names, addresses and nationalities of other persons, if any, authorised to assign or licence of rights comprising the copyright

13. If the work is an 'Artistic work', the location of the original work, including name, address and nationality of the person in possession of the work. (In the case of an architectural work, the year of completion of the work should also be shown).

If the work is an 'Artistic work', whether it is registered : N.A. under the Designs Act 2000 if yes give details.

15. If the work is an 'Artistic work', capable of being: N.A. registered as a design under the Designs Act 2000, whether it has been applied to an article though an industrial process and ,if yes ,the number of times it is reproduced.

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SRINIVAS S. DEVATHI , 63, 11TH 'B' CROSS, 3RD MAIN, PRASHANTHNAGAR, BANGALORE-560079 INDIAN

SRINIVAS S. DEVATHI , 63, 11TH 'B' CROSS, 3RD MAIN, PRASHANTHNAGAR, BANGALORE-560079 INDIAN

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16. Remarks, if any

Date of Application : Date of Receipt :

686/2019-CO/L

16/01/2019 TRUE COFY ATTESTED

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उप पंजीयन अधिकारी प्रतिलिप्याधिकार

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Author:

Srinivas S. Devathi

63, 11th B Cross, 3rd Main,

Prashanthnagar, Bangalore - 560079, India

Title: PROJECT EARTHLING.

The first step towards a balanced world and more equality.

This initiative brings about more trade and economic equality.

This is the most important reform required to global economic situation as it stands today.

Problem Definition: The current global trade situation is as given below.

- 1) All global trade is predominantly done in USD.
- 2) All the important global trade commodities are priced in USD.
- 3) And it is the currency of one country USA.

This has resulted in global trade commodities being subjected to fluctuations based on two moving (varying) frames of reference. The USD strengthens or weakens based on its demand and other factors. The commodity price fluctuates based on its demand and supply.

Secondly, global trade between countries (import / export) and forex transactions happen in so many different currency exchanges. Currency A has to be exchanged to currencies B, C or D and vise versa. The many to many currency conversions add complexity to central banks and other banks. In general, global trade is subjected to multiple currency conversions, is complex and not standardized.

Background thinking:

If you look at last 3 to 4 centuries, USA has had a vice like grip on the world and would not let go. They want to control everything, everyone, dictate terms to everyone across the world. If you look at last 100 years in particular; USD became the standard for global trade and transactions, making it the most sought-after currency. This allowed USA to become a 'Mint based economy'; to print as much as they want and inject into the global trade system, with no checks or balances of any kind for themselves or their country's GDP numbers. It is evident in:

- a) The military arms / weapons stockpile they have amassed over decades. The fire power is enough to destroy earth. Their military is stationed in so many countries, despite the costs involved.
- b) The number of wars they have waged across the globe and yet with no dent to their economic condition, when you factor in the military and war expenses.

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- c) The standard method of bailing out all Corporations / Banks in USA by injecting money into the system. E.g., 2007-2008 Credit crisis due to Housing bubble burst; they bailed out all banks by printing money.
- d) Most of the USA Corporations are bloated with surplus funds and cash, because of available credit, as Banks could be bailed out anytime.
- Despite all the expenses as listed above, USA economy has not weakened in the last few decades. And USD does not show a sign of weakening, due to the global demand.

One must think where all this money spent came from without having a negative impact on their economy. Their economy does not have a downturn and their currency has not weakened. It always seems to strengthen against most global currencies. In fact; it is said that waging wars is a means of driving GDP numbers by producing more weapons (e.g., Lockheed Martin stock price earnings). They have had this kind of a run because USD has been a standard for global trade for so long. Simply put, they have made all the other countries look like dumb idiots / morons for so long. Should the World continue to deal with this imbalance on Planet Earth? Should USA continue to dominate and in doing so, block all other countries growth prospects and development opportunities?

I, as Indian citizen realized that such a global environment is not conducive for India to become a developed country. This needs correction, if the aspirations of 1.32 Billion Indian citizens must be met and realized. Since this is a global problem, the same thought applies to every non-USA country. I personally am interested in making India a developed country by year 2050 (Goal year 2050).

<u>The Solution:</u> A new global trade and exchange currency, which is not the currency of any single country.

- 1) A new global Trade currency, import / export standard currency which is not a currency of any single nation in the World.
- I have called it as 'Earthling'. The currency symbols as I have envisioned are given towards the end of this document. In common usage (terminology) Earthlings could be called as 'Ellies'.
- 3) Earthling will hold its value for a period of 10 years. At the end of 10 years, a council of global economists will either strengthen it or weaken it depending on the needs of developing and least-developed countries. And it shall hold that value for another 10 years. The cycle will repeat.
- 4) First valuation of Earthling could be same as USD when rolled out. Earthling will not have a decimal such as paisa, cent or penny equivalent.

In such a scenario, all global trade (Import / export between any number of countries), global commodity pricing will be done in Earthlings. The commodity prices are against a single frame of non-fluctuating reference. The pricing truly reflects the commodity demand / supply situation. In turbulent economic times, it will be the safest currency to offload wealth into. What better than something that holds the same value for 10 years. Investment bankers will love such an instrument. Investors can ride turbulent times with much ease.

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Features / Advantages:

- 1) Earthlings will be printed only in 2 or 3 mints, all located in a single place. These mints will be monitored by representatives from all countries (at least one from each country).
- 2) Most forex reserves held by each country must be in Earthlings.
- 3) However, Investment Bankers who trade in currencies, can be allowed to do so, on a single global standardized platform.
- 4) Each country will have to hold only their local currency and Earthlings as Foreign exchange reserves. If their Central Banks want to hold some reserves in other currencies (purely from an investment or holdings vantage point), they could do so.
- 5) At international airports, point of departure, the forex stations should allow buying Earthlings against local currency. At the point of destination, forex counters should be able to convert Earthlings to the local currency of that country. So, most international travelers could only carry Earthlings and travel to any country and shall do fine upon landing.
- 6) All global trade commodities will be priced in Earthlings.
- 7) All export items of all countries will be offered while priced in Earthlings. It will be a single global trade market, for each country's export items.
- 8) All global fund transfers (international wire transactions) will happen in Earthlings, thus simplifying global trade / transactions. E.g., Whether you are transferring funds to Europe, China, Japan or Korea, you always do the international wire transfers in Earthlings, despite their local currency. The recipient Bank upon funds receipt in Earthlings, could either hold them in Earthlings or convert it to their local currency, as per its preference.
- 9) Global banking is simplified. Many to many currency conversion headaches are removed for Banks.
- 10) Most importantly, this brings economic and trade equality to planet earth. World will become a single market place for most exporters.
- 11) It gives equal opportunity to all countries and brings balance to global trade.
- 12) Countries with no currency today, should come up with their own currency which is at a certain proportion against Earthling, to enable them to do trade or generate wealth from what they could export.
- 13) All developing and least developed countries benefit significantly from this. USA and its economy will also be subjected to checks and balances.
- 14) BRICS can take advantage of this new system and can be much more competitive on the global stage, as undue advantage of USA that has gone on for centuries is eliminated.
- 15) Allows India and China to get to number 1 or 2 positions in the economic scale in few decades. This reform is the most important to global economic situation as it stands today. Without this reform, BRICS and other countries aspiring to develop stand no chance.
- 16) Each country could have a special 'International trade Bank' which allows bulk Earthling transactions to other entities in other countries, for registered global traders who do import / export of goods. As another thought, all international trade must be done online and should be transparent to the government, CB and the special International trade Bank in the country.
- 17) All banks should allow international wire transactions in Earthlings, in smaller amounts with a cap, for regular citizens.

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18) Local or domestic business; whether online or offline, must be conducted in the local national currency only.

Countries / Geographies:

Let's look around the World and think which Countries would support this reform. The answer is every country other than USA will give full support and vote to this global economic reform. Once this is done, World will be a truly competitive space where talent, capability and effort will be truly rewarded. And World will get a break from USA that is constantly blocking, constantly policing all other countries to stop their progress and growth. India must take the lead to drive this initiative through G20 summit and other global forums.

Roll-out Steps: The procedural steps involved in launching 'Project Earthling' will be as follows.

<u>Step 1</u> - The initiative must be introduced at several global forums, such as G20 Summit, WTO, WIPO, UN, World Bank, IMF and all country governments and CB's.

<u>Step 2</u> – Discussions and voting. The introduction would lead to discussions at many levels. Post discussions, a UN voting must be conducted, with one vote per country on the subject. This initiative will be voted in. A governing body must be established (name, governing team and other details).

<u>Step 3</u> – Once the initiative is voted in, we need to design the currency bills. (a) Billion and Million Earthling bills for CB holdings and exchanges. (b) 1000, 500, 100 Earthling bills for citizen (international travelers) exchanges only. There shall be no other denomination (for e.g., currency bills of 50, 10, 5, 2 or 1 used for local purchase transactions). As no country allows purchase/sale (or local / domestic retail businesses) by using Earthlings. It is only an International trade currency and foreign exchange currency and not for domestic trade or business.

<u>Step 4</u> - 3 Mints that will print Earthlings shall be set-up in a single location. These mints will be governed by all countries (their representatives); and will be under 24*7 surveillance. The location should ideally be in India, China or Europe. City to be selected.

<u>Step 5</u> – Flushing USD's from all non-USA countries. Earthlings shall be printed to replace USD holdings of all countries (their CB's). The exchanged USD's should be retrieved and trashed / shredded (as in truly replaced).

Other ongoing steps - As per CB's purchasing needs against their local currency (or other currencies they hold), they could buy Earthlings from the 'Earthling' governing body. Such an activity of buying Earthlings shall be an ongoing activity.

This may be called as a social scheme, that I do not endorse. I believe that each Country must earn its living and get rich. If the governing body chooses an Earthling distribution step, in a rare global economic distress situation; they shall print and distribute Earthling's equally to every country.

The entire reform could be rolled out in 1 or 2 years. This baselines the World economic situation with a much better balance and gives equal opportunity to all countries in global trade. All countries can aspire to develop and get rich, without any roadblocks.



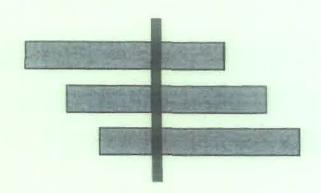
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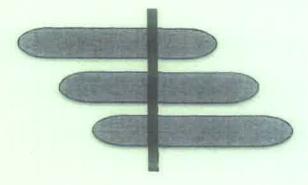
Jan 19

Earthling Currency symbols:

Possible Earthling Symbol 1.



Possible Earthling Symbol 2.



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Abbreviations used:

BRICS - Brazil, Russia, India, China, South Africa (Developing countries group);

CB - Central Bank of a country; GDP - Gross Domestic Product;

WTO - World Trade Organization; IMF - International Monetary Fund;

WIPO - World Intellectual Property Organization; UN - United Nations; G20 - Group 20 Countries;

USA - United States of America (Country); USD - US Dollar (The currency of USA).



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ADVOCATE & NOTARY

ADVOCATE & NOTARY

** 10/5. 1st Floor, 8th Cross,

Vittal Nagara, GEF Post,

Vittal Nagara, Bangalore-560026

Mysore Road, Bangalore-560026

TO, THE HONORABLE JUDGE, CCH-10, BANGALORE CITY CIVIL COURT

DECOUPLING USPTO-USA EXIT FROM BUILDING INDIAN TREASURY IN EARTHLINGS. TWO-YEAR TIMELINE FOR 0S 2487 OF 2021 AND 0S 40 OF 2022 IN CCH-10. THE TIMELINE DEFINES THREE INDEPENDENT STREAMS OF ACTIVITIES.

SPTO and USA exit

Elimination of USPTO worldwide fraud, and its communication to PCT countries, their PTO'S.

1-YEAR

2-YEARS

Execution of Srinivas-Hirshfeld agreement.

 Execution of a second contingency agreement to pay for the balance liability of 61 non-usa countries.

Introduction and taking PROJECT EARTHLING© LIVE

Formation of Global Earthling Council - GEC comprising of 193 country member delegates. Elect its team

After giving time for evaluation, bring the Macro-Economic reform for its decisive voting of 193

countries, for its implementation.

of designated signatories.

Introduction of the Macro-Economic reform to 193 countries at WIPO assembly.

•GEC is the 'Payor' for all the 61 Non-USA tri-party sale agreements.

 GEC designated signatories to stay in India for full four months, to get the 61 tri-party sale agreements executed.

•61 Non-usa tri-party sale agreements executed through this Honorable court or a special court appointed for this purpose.

Execution of 61 NON-USA tri-party sale agreements

IN THE COURT OF THE CITY CIVIL JUDGE AT BENGALURU

OS 2487 OF 2021

BETWEEN:

Srinivas S. Devathi

...Plaintiff

AND:

United States Patent & Trademark Office (USPTO), Hulsey P.C., World
Intellectual Property Organization (WIPO), and Intellectual Property India
...Defendants

CONTINGENCY AGREEMENT

USA 61 COUNTRY LIABILITY PAYMENT AGREEMENT

I attach a two-year timeline along with this document which illustrates three streams of activities. The first stream illustrated is giving an exit to USPTO and USA. They will exit the court when they 'Eliminate their worldwide fraud, and breach of Patent cooperation Treaty' and pay for the full liability, or execute agreements to that effect, while I continue to go through the other two streams of activities to get the 61 Tri-party sale agreements executed with the 61 non-USA countries, upon this Honorable courts orders.

Stream 1 – First step:

After USPTO eliminates their worldwide fraud and breach of Patent Cooperation Treaty through this Honorable court, as a first step within the first stream of activities, the 'USA two-party patent US 8,910,998 sale agreement' named as Srinivas-Hirshfeld agreement, and detailed in document 29 will be executed.

Stream 1 - Second step:

As a second step within the first stream of activities, the following 'Contingency agreement', which is 'Conditionally triggered or invoked in the court of law' will be executed. The agreement content shall be the following.

After introduction of my authored macro-economic reform Project Earthling©, at WIPO assembly to all 193 member countries, and giving enough time for countries to discuss the

macro-economic reform, it shall be brought to the decisive voting of 193 countries, with one vote per country, on the question of 'Must the macro-economic reform Project Earthling© be taken live?'

In the event that the majority vote from this decisive voting / poll, is a decisive 'no', then this contingency agreement shall be invoked in this Honorable court. To begin with, I would like to state that this is a near impossible scenario, given the unbelievably big list of monetary / economic and non-monetary benefits of the macro-economic reform Project Earthling© to the 193 world countries. However, for legal reasons, to ensure 'my liability is paid for in full', this contingency agreement will be put in place.

a. Contingency agreement - USA 61 country liability payment agreement:

In the event if the macro-economic reform Project Earthling© is not voted in for its implementation:

<u>Value of the deal</u>: 70,500,000,000,000 \$. The full amount will be paid in a one-time single payment.

Sale deal is executed in: \$ currency (USD).

Inventor to whom liability has been caused by USPTO: Srinivas S. Devathi, Inventor to patent US 8,910,998 'Systems and methods for altering the color, appearance, or feel of a vehicle surface', recognized across 61 non-usa countries by PCT international patent application PCT/US2014/046619, and their respective regional / national stage applications.

Bank account details where the money must be physically shipped to: A special HDFC (in India) bank account will be created with necessary approvals of Indian Finance ministry and RBI, which can hold large sum of wealth in \$ currency. 70,500 Billion \$ bills shall be physically shipped to this bank account, in a one-time full balance liability payment to me.

LEGAL ACCOUNTABILITY IS LOST, IF WE WERE TO FALL BACK ON CONTINGENCY AGREEMENT AS OPPOSED TO EXECUTING 61 TRI-PARTY SALE AGREEMENTS:

I bring the attention of all the defendants and the Honorable court to these facts:

Myself, the inventor of patent US 8,910,998, would I receive the full liability caused to me? The answer is YES, if I invoked this contingency agreement.

However, it leaves many questions unanswered.

• What happened to the 90% value that came out of my invention, by enforcing the intellectual property rights across 61 non-usa countries, and from the 100-year worth downstream business created?

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• Who is, if any, owning the downstream businesses that emerge out of my invention across the 61 non-usa countries?

• Who is, if any, earning money of your country (referring to 61 non-usa countries) citizens spend?

• What is the economic loss to each of the 61 non-usa countries by not having the full control and ownership of the intellectual property rights to the invention patent US 8,910,998, for their country / territory?

• What is the economic loss to each of the 61 non-usa countries by not having the full control and ownership of the downstream businesses that emerge from the invention patent US 8,910,998, for their country / territory?

• Does this amount to 'Economic chaos' created?

The accountability and traceability of structured / systematic distribution of intellectual property rights is LOST.

THE FULL LEGAL RESOLUTION THAT DELIVERS 100% JUSTICE IS:

Only when all the 62 sale agreements as listed in document 28 and detailed in document 29 are executed through this Honorable court. This will ensure full justice is delivered, all ends are fully tied, and 62 countries receive what they deserve, while I get the full liability paid. This is the only 100% fully accurate and financially / economically accounted for resolution of OS 2487 of 2021. While the contingency agreement is only a safety net for me the inventor, it is not 100% justice delivered.

I request all the defendants in this suit, to work towards the 100% judicially accurate legal resolution by getting all 62 sale agreements executed, and building Indian national treasury in Earthlings currency.

Defendant 3, World Intellectual Property Organization / International Bureau must support activities listed in second and third streams illustrated in the attached two-year timeline upon the Honorable courts orders or via communications invoked by the Honorable court through Indian Ministry of External Affairs divisions.

Bengaluru

Date: 22/08/2022

Srinivas S. Devathi (Plaintiff / Party in Person)

IN THE COURT OF THE CITY CIVIL JUDGE AT BENGALURU (CCH – 10)

O. S. No. 2487 / 2021

BETWEEN:

Srinivas S. Devathi

...Plaintiff

AND:

United States Patent & Trademark Office (USPTO), Hulsey P.C., World Intellectual Property Organization (WIPO), and Intellectual Property India ...Defendants

VERIFYING AFFIDAVIT

I, Srinivas S. Devathi, an Indian citizen, aged about 45 years, S/O Late D. Satyanarayana, residing at No. 63, 11th B Cross, 3rd Main, Prashanthnagar, Bengaluru - 560079, INDIA, do hereby solemnly affirm and state on oath as follows: I state that I am the plaintiff in the above case. I know the facts and circumstances of the case. Hence, I am swearing to this affidavit. Further, I state that I do not have any lawyer representing me in this case. And that I am appearing as party-in-person in front of the Hon'ble court. I am submitting the following memorandum to the court:

Memorandum for production of additional documents to the court, which include documents 18A and 29A, with remarks on maintainability of the suit, covering CPC provisions along with cause of action, and breach of Patent cooperation Treaty that arose on 5-8-2015. 18 Pages.

Identified by me,

Advocate

Bengalary AUG 707

Date:

AREA: THROUGHOUT BANGALORE CITY Reg. No. 12410

Paga No. 6.3

NOTARY RECISTRATION NO. 12410

DEPONENT

"Sworn to before me"

SWORN TO BEFORE ME

P.N. NAGESHA

ADVOCATE & NOTARY GOVT. OF INDIA #19/5, 1st Floor, 8th Cross, Vittal Nagara, GEF Post,

Mysore Road, Bangalore-560026