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**JAN 17 2003**

**OFFICE OF PETITIONS**

**ON PETITION**

In re Patent of Fletcher :  
Patent No. 5,382,249 :  
Application No. 08/149,605 :  
Filed: November 8, 1993 :  
Issued: January 17, 1995 :  
Attorney Docket No. 004113.00002 :

This is a decision on the renewed petition under 37 CFR § 1.378(e), filed May 31, 2002, to reinstate the above-identified patent.

The petition is **DENIED**.<sup>1</sup>

Since this patent will not be reinstated, the 3.5 year maintenance fee (\$880), the 7.5 year fee of (\$2,020), and the surcharge (\$700) will not be charged to petitioner's deposit account. The only fees which will be charged are the \$130 fee for the previous petition requesting expedited treatment of the March 4, 2002 petition (a decision was mailed on April 1, 2002) and the \$130 fee for requesting reconsideration of the previous decision.

**Background**

The patent issued January 17, 1995. The 3.5 year maintenance fee could have been paid from January 17, 1998 through July 17, 1998, or with a surcharge during the period from July 18, 1998 to January 17, 1999. Petitioner did not do so. Accordingly, the patent expired January 18, 1999.

A petition under 35 USC 41(c)(1) and 37 CFR 1.378(b) was filed March 4, 2002, and was dismissed in the decision of April 1, 2002.

**Applicable Statutes and Regulation**

35 U.S.C. § 41(b) states in pertinent part that, "Unless payment of the applicable maintenance fee is received . . . on or before the date the fee is due or within a grace period of six months thereafter, the patent shall expire as of the end of such grace period."

35 U.S.C. § 41(c)(1) states that, "The Commissioner may accept the payment of any maintenance fee . . . after the six month grace period if the delay is shown to the satisfaction of the Commissioner to have been unavoidable." (emphasis added)

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<sup>1</sup> This decision may be viewed as a final agency action within the meaning of 5 USC § 704 for purposes of seeking judicial review. See MPEP 1002.02.

37 CFR 1.378(b)(3) states that any petition to accept delayed payment of a maintenance fee must include:

A showing that . . . reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee . . . became aware of . . . the expiration of the patent. The showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date, and the manner in which patentee became aware of the expiration of the patent.

### Opinion

**Petitioner must establish that petitioner treated the patent the same as a reasonable and prudent person would treat his or her most important business.**

The general standard applied by the Office requires petitioner to establish that petitioner treated the patent the same as a reasonable and prudent person would treat his or her most important business.<sup>2</sup> However, "The question of whether an applicant's delay in prosecuting an application was unavoidable [will] be decided on a case-by-case basis, taking all of the facts and circumstances into account."<sup>3</sup> The statute requires a "showing" by petitioner. Therefore, petitioner has the burden of proof. The decision will be based solely on the written, administrative record in existence. It is not enough that the delay was unavoidable; petitioner must prove that the delay was unavoidable. A petition will not be granted if petitioner provides insufficient evidence to "show" that the delay was unavoidable.

**Petitioner is responsible for instituting a reliable docketing system to remind him or her when maintenance fees become due.**

Petitioner is responsible for having knowledge of the need to pay maintenance fees and knowing when the fees are due.<sup>4</sup> The Office has no duty to notify a patentee of the requirement to pay maintenance fees or to notify patentee when a maintenance fee is due.<sup>5</sup>

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<sup>2</sup> The Commissioner is responsible for determining the standard for unavoidable delay and for applying that standard. 35 U.S.C. 41(c)(1) states, "The Commissioner may accept the payment of any maintenance fee ... at any time ... if the delay is shown to the satisfaction of the Commissioner to have been unavoidable." (emphasis added). "In the specialized field of patent law, ... the Commissioner of Patent and Trademarks is primarily responsible for the application and enforcement of the various narrow and technical statutory and regulatory provisions. His interpretation of those provisions is entitled to considerable deference." Rydeen v. Quigg, 748 F.Supp. 900, 904, 16 U.S.P.Q.2d (BNA)1876 (D.D.C. 1990), aff'd without opinion (Rule 36), 937 F.2d 623 (Fed. Cir. 1991) (citing Morganroth v. Quigg, 885 F.2d 843, 848, 12 U.S.P.Q.2d (BNA) 1125 (Fed. Cir. 1989); Ethicon, Inc. v. Quigg, 849 F.2d 1422, 1425, 7 U.S.P.Q.2d (BNA) 1152 (Fed. Cir. 1988) ("an agency' interpretation of a statute it administers is entitled to deference").

<sup>3</sup> Smith v. Mossinghoff, 671 F.2d 533, 538, 213 U.S.P.Q. (BNA) 977 (1982).

<sup>4</sup> Nonawareness of PTO statutes, PTO rules, the MPEP, or Official Gazette notices, which state maintenance fee amounts and the dates they are due, does not constitute unavoidable delay. See Smith v. Mossinghoff, 671 F.2d 533, 538, 213 U.S.P.Q. (BNA) 977 (Fed. Cir. 1982) (citing Potter v. Dann, 201 U.S.P.Q. (BNA) 574 (D. D.C. 1978) for the proposition that counsel's nonawareness of PTO rules does not constitute "unavoidable" delay). Petitioner must act as a reasonable and prudent person in relation to his most important business. Upon obtaining the patent, a reasonable and prudent person, in relation to his most important business, would become familiar with the legal requirements of that business, in this case, the requirement to pay maintenance fees.

<sup>5</sup> "Congress expressly conditioned §§ 133 and 151 [of the United States Code] on a specific type of notice, while no such notice requirements are written into § 41(c) ... [T]he Commissioner's interpretation of 'unavoidable' and of the PTO's duty to provide reminder notices then, do not plainly contradict the statute. For this reason, we must accord deference to the

A reasonable and prudent person, aware of the existence of maintenance fees, would not rely on Maintenance fee reminders or on memory to remind him or her when payments would fall due several years in the future. Instead, such an individual would implement a reliable and trustworthy tracking system to keep track of the relevant dates.<sup>6</sup> The individual would also take steps to ensure that the patent information was correctly entered into the tracking system.

### Application of the unavoidable standard to the present facts

#### Facts:

The patent issued on January 17, 1995.

At the time the patent issued, petitioner was represented by the law firm of Sheldon & Mak.

On February 15, 1995, petitioner received a letter from Sheldon & Mak. The letter informed petitioner of the need to pay maintenance fees and instructed petitioner to "[b]e sure to calendar in these due dates." The letter also stated, "As a courtesy to you, we may also calendar these dates and may attempt to remind you of approaching deadlines. We cannot, however, promise to do so, and the sole responsibility for timely paying the maintenance fees must remain with you." At the time the patent and letter were received by petitioner, petitioner did not take any steps to

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Commissioner's no-timely-notice interpretation." Ray v. Comer, 1994 U.S. Dist. LEXIS 21478, 8-9 (1994), *aff'd on other grounds* Ray v. Lehman, 55 F.3d 606, 34 USPQ2d 1786 (Fed. Cir. 1995) (citing Rydeen v. Quigg, 748 F. Supp. 900, 905 (1990), Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc., 467 U.S. 837, 81 L. Ed. 2d 694, 104 S. Ct. 2778 (1984)). "The Court concludes as it did in Rydeen, that as a constitutional matter, 'plaintiff was not entitled to any notice beyond publication of the statute.'" Id. at 3 (citing Rydeen v. Quigg, 748 F. Supp. at 906, Texaco v. Short, 454 U.S. 516, 536, 70 L. Ed. 2d 738, 102 S. Ct. 781 (1982)).

The Patent Office, as a courtesy, tries to send maintenance fee reminders and notices of patent expiration to the address of record. However, the failure to receive the reminder notice, and the lack of knowledge of the requirement to pay the maintenance fee, will not shift the burden of monitoring the time for paying a maintenance fee from the patentee to the Office. See MPEP 2575, 2540, 2590. Petitioner does not have a right to personalized notice that this patent will expire if a certain maintenance fee is not paid, as the publication of the statute was sufficient notice. See Rydeen v. Quigg, 748 F. Supp. 900, 907 (1990). The ultimate responsibility for keeping track of maintenance fee due dates lies with the patentee, not the USPTO. Since the mailing of Notices by the Office is completely discretionary and not a requirement imposed by Congress, accepting an argument that failure to receive a Notice is unavoidable delay would result in all delays being unavoidable should the Office discontinue the policy. All petitions could allege non-receipt of the reminder, and therefore all petitions could be granted. This was clearly not the intent of Congress in the creation of the unavoidable standard.

<sup>6</sup> 37 CFR 1.378(b)(3) precludes acceptance of a late maintenance fee for a patent unless a petitioner can demonstrate that steps were in place to monitor the maintenance fee. The Federal Circuit has specifically upheld the validity of this properly promulgated regulation. Ray v. Lehman, 55 F.3d 606, 609; 34 U.S.P.Q.2d (BNA) 1786 (Fed. Cir. 1995). In Ray v. Lehman, petitioner claimed that he had not known of the existence of maintenance fees and therefore had no steps in place to pay such fees. The petitioner therefore argued that the PTO's regulations requiring such steps created to heavy a burden. The court stated, "Ray also takes issue with the PTO's regulation, 37 C.F.R. § 1.378(b)(3), *supra*, arguing that it 'creates a burden that goes well beyond what is reasonably prudent.' We disagree. The PTO's regulation merely sets forth how one is to prove that he was reasonably prudent, i.e., by showing what steps he took to ensure that the maintenance fee would be timely paid, and the steps taken in seeking to reinstate the patent. We do not see these as requirements additional to proving unavoidable delay, but as the very elements of unavoidable delay." Id.

A reasonable and prudent person would not rely on maintenance fee reminders from the Office for two reasons. First, the Office has indicated that such reminders are a mere courtesy and has reserved the right to discontinue such reminders at any time. Second, such reminders may be lost in the mail. A reasonable and prudent person, in regard to his most important business, would not rely solely on reminders that the Office may or may not send which may or may not be lost in the mail.

independently docket the patent but instead relied on Sheldon & Mak.

Petitioner contends that it was reasonable and prudent to rely on Sheldon & Mak at the time the instant patent issued.

Petitioner contends that, "had the relationship between [petitioner] and Sheldon & Mak continued, Sheldon & Mak would have provided copies of the maintenance fee due statements as well as reminders regarding the due dates and payments."<sup>7</sup>

During late 1995, the attorney-client relationship between petitioner and Sheldon Mak was terminated. Sheldon & Mak in a letter withdrawing as attorneys for another application state, "[Petitioner] owes us almost \$90,000, which money they have refused to pay. Of the money owed to us, more than \$80,000 is over 120 days overdue."<sup>8</sup>

A December 27, 2002 letter from petitioner to Sheldon & Mak informs the law firm that attorney Daniel J. Meaney, Jr. will now be representing petitioner. Petitioner instructs the law firm to "Please assemble all of [petitioner's] files and forward the same to Mr. Meaney at the following address." The March 4, 2002 petition states, "Except for forwarding some of the files to Mr. Meaney, Sheldon & Mak never complied with this request." The record fails to indicate the December 27, 2002 letter was accompanied by payment for the requested services or to indicate that the law firm agreed to assemble and mail all of the files free of charge.

A letter dated January 17, 1996, from Sheldon & Mak to petitioner states, "We still have not heard from anybody about picking up your files. It is extremely important that they be picked up promptly. . . . Your new attorney needs to get on these immediately."

A letter dated January 30, 1996, from Sheldon & Mak to petitioner states, "I keep waiting for you guys to pick up your files. Somebody needs to do that, or you will lose substantive rights. When are you going to get them? Alternatively, when are you going to provide us billing instructions in order to get the files moved out of here. I have attempted to call you to get oral instructions, but unfortunately you have been in meetings, and I have not heard back."

A letter dated February 13, 1996, from Sheldon & Mak to petitioner states, "I strongly recommend that arrangements be made for the new counsel to collect the files so that whatever action [petitioner] desires to take can be effected."

At the time "the relationship with Sheldon & Mak was terminated, [petitioner] had no internal mechanism to provide reminders for due dates or that such should be established. [Petitioner] assumed that Sheldon & Mak would take care of transferring all matters."<sup>9</sup>

A letter dated February 4, 2002, from Sheldon & Mak, states, "As you may be aware, at the request of [petitioner] this file was transferred to Daniel J. Meaney, Esq. Enclosed please find copies of the documents from the [instant patent's] file that Sheldon & Mak retained for our reference."

Apparently, Sheldon & Mak's records indicate that the file was forwarded to Meaney. Meaney has been unable to locate the file in his storage records and does not recall receiving such a file.

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<sup>7</sup> May 31, 2002 petition, page 3.

<sup>8</sup> Exhibit F, paragraph 2.

<sup>9</sup> May 31, 2002 petition, page 6.

In July of 1996, Michael Fisher became the new President and CEO of petitioner. He "believed that all future correspondence regarding the [petitioner's] Patents and Patent Applications would be forwarded to [petitioner] or to Mr. Meaney."<sup>10</sup> Neither Fisher or Meaney have been able to find, within their offices, any notices from the Patent or Trademark Office or from Sheldon & Mak regarding payment of maintenance fees for the instant patent. Petitioner cites that Sheldon & Mak did forward a Notice of Patent Expiration for another patent on February 26, 1999. Sheldon and Mak's records indicate that a Notice of Patent Expiration pertaining to the instant patent was forwarded by the law firm to Meaney on March 16, 1999. Meaney has been unable to find such a letter and does not recall receiving such a letter.

Petitioner states that when Fisher took over as President and CEO, "he assumed that any issues regarding Sheldon & Mak were taken care of and procedures were in place to handle annuity payments, responses, and the like."<sup>11</sup> Mr. Fisher held the mistaken belief that, "patent matters had been properly taken care [of] and he would be informed of future deadlines."<sup>12</sup>

The patent issued January 17, 1995. The 3.5 year maintenance fee could have been paid from January 17, 1998 through July 17, 1998, or with a surcharge during the period from July 18, 1998 to January 17, 1999. Petitioner did not do so. Accordingly, the patent expired January 18, 1999.

Petitioner discovered the expiration of the patent on approximately January 9, 2002.

A petition to reinstate the patent was filed on March 4, 2002.

#### Analysis:

Petitioner argues that petitioner was reasonable in failing to institute an independent docketing system and to rely solely on Sheldon & Mak, despite the law firm's letter which informed petitioner of the need to pay maintenance fees and instructed petitioner to "[b]e sure to calendar in these due dates." The letter also stated, "As a courtesy to you, we may also calendar these dates and may attempt to remind you of approaching deadlines. We cannot, however, promise to do so, and the sole responsibility for timely paying the maintenance fees must remain with you."

It is unnecessary to decide the issue of whether, prior to the law firm's termination, reliance solely on the law firm was reasonable and prudent. The issues which must be addressed concern petitioner's reliance on the law firm after the relationship with the law firm had been terminated.

Petitioner is responsible for:

- (1) taking steps, such as docketing, to ensure that maintenance fees will be timely paid, or
- (2) obligating another party to take such steps.

Petitioner failed to take independent steps to ensure that maintenance fees would be timely paid. Two issues arise. First, did petitioner obligate a third party to take such steps? Second, did the third party act treat the obligation the same as a reasonable and prudent person would treat his or her most important business?

Sheldon & Mak was not obligated to provide any notice to petitioner as to due dates for maintenance fees. The relationship with Sheldon & Mak was terminated in late 1995. Sheldon

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<sup>10</sup> March 4, 2002 petition, page 4.

<sup>11</sup> May 31, 2002 petition, page 5.

<sup>12</sup> May 31, 2002 petition, page 7.

& Mak repeatedly emphasized that petitioner needed to get its files to ensure that rights would not be lost. Sheldon & Mak did not agree to continue to take steps and expenses to protect petitioner's rights. The fact that Sheldon & Mak, as a courtesy, forwarded some papers to petitioner does not justify total reliance on Sheldon & Mak to not only forward papers to petitioner, but also to monitor due dates in case the law firm did not receive a maintenance fee reminder from the Patent and Trademark Office.<sup>13</sup> The fact that Sheldon & Mak was not monitoring due dates is shown by the fact that another patent expired and Sheldon & Mak later forwarded a Notice of Patent Expiration it had received from the Patent and Trademark Office for the patent. Sheldon & Mak did not notify petitioner of the due date for the maintenance fee, or apologize for such failure, yet petitioner continued to rely on Sheldon & Mak to provide notices of due dates for its patents. Petitioner fails to address why petitioner did not inquire into the reasons petitioner was not notified of the due date for the maintenance fee prior to the patent's expiration. Had such an inquiry been performed, petitioner could have learned that neither Sheldon & Mak nor Meaney had steps in place to notify petitioner of due dates for the patent. A person, treating its patents the same as a reasonable and prudent person would treat his or her most important business, would have taken steps after the expiration of the other patent to ensure that the remainder of its patents were not expired and to ensure that its remaining patents would not expire in the future. It should be noted that petitioner must prove the entire delay was unavoidable, and the record fails to prove the entire delay after petitioner learned of the other patent's expiration was unavoidable.

If petitioner could prove that it had clearly obligated Sheldon & Mak to provide notice of maintenance fee due dates, such proof would not necessarily constitute proof of unavoidable delay. The reliance on an attorney to notify the patentee of relevant legal requirements such as maintenance fees does not, per se, constitute "unavoidable" delay. *If* the former law firm made any errors, petitioner is bound by such errors.<sup>14</sup>

If [the] attorney somehow breach[es] his duty of care to plaintiff, then plaintiff may have certain other remedies available to him against his attorney. He cannot, however, ask the court to overlook [the attorney's] action or inaction with regard to the patent application. He hired the [attorney] to represent him. **[The attorney's] actions must be imputed to him.**<sup>15</sup>

<sup>13</sup> See footnote 5 for an explanation why failure to receive maintenance fee reminders from the Patent and Trademark Office does not constitute unavoidable delay.

<sup>14</sup> See California Med. Products v. Technol Med. Products, 921 F. Supp. 1219, 1259 (D. Del. 1995) (citing Smith v. Diamond, 209 U.S.P.Q. 1091, 1093 (D.D.C. 1981) (citing Link v. Walbash Railroad Co., 370 U.S. 626, 8 L. Ed. 2d 734, 82 S. Ct. 1386 (1962))).

A petitioner is responsible for a former attorney's conduct except in some cases of intentional misconduct rather than negligence. Petitioner has failed to prove any intentional misconduct. Petitioner has failed to establish that the attorney knew the fee was due but intentionally failed to notify petitioner, that the attorney intentionally misrepresented the status of the patent when called by petitioner, that the attorney misappropriated funds, or that the attorney intentionally acted dishonestly in any other fashion.

<sup>15</sup> Haines v. Quigg, 673 F. Supp. 314, 317, 5 U.S.P.Q.2d (BNA) 1130 (N.D. Ind.) (emphasis added) (citing Link v. Walbash Railroad Co., 370 U.S. 626, 8 L. Ed. 2d 734, 82 S. Ct. 1386 (1962) ("Petitioner voluntarily chose his attorney as his representative in the action and he cannot now avoid the consequences of the acts or omissions of this freely selected agent ... Each party is deemed bound by the acts of his lawyer-agent and is considered to have 'notice of all facts, notice of which can be charged upon the attorney.'" (emphasis added)); Inryco, Inc. v. Metropolitan Engineering Co., Inc., 708 F.2d 1225, 1233 (7th Cir. 1983) ("Courts hesitate to punish a client for its lawyers gross negligence, especially when the lawyer affirmatively misled the client" but "if the client freely chooses counsel, it should be bound to counsel's actions."); see also Wei v. State of Hawaii, 763 F. 2d 370, 372 (9th Cir. 1985); LeBlanc v. I.N.S., 715 F.2d 685, 694 (1st Cir. 1983)). See also Smith v. Diamond, 209 U.S.P.Q. (BNA) 1091 (D. D.C. 1981).

**Supreme Court precedent holds:**

There is certainly no merit to the contention that dismissal of petitioner's claim because of his counsel's unexcused conduct imposes an unjust penalty on the client. Petitioner voluntarily chose this attorney as his representative in the action, and he cannot now avoid the consequences of the acts or omissions of this freely selected agent. Any other notion would be wholly inconsistent with our system of representative litigation, in which each party is deemed bound by the acts of his lawyer-agent and is considered to have 'notice of all facts, notice of which can be charged upon the attorney.'<sup>16</sup>

The Seventh Circuit has stated,

The other assumption is that, if the complaints failed in their application through the negligence of their attorney, the delay would be unavoidable, which is wholly unwarranted in the law. It is of the very nature of negligence that it should not be unavoidable, otherwise it would not be actionable. The negligence of the attorney would be the negligence of the [client]. The purpose of the statute was to put an end to such pleas, and there would be no limit to a renewal of these applications if every application, however remote, could be considered under the plea of negligence of attorneys, by whom their business is generally conducted.<sup>17</sup>

The United States Court of Appeals for the Federal Circuit has stated,

If we were to hold that an attorney's negligence constitutes good cause for failing to meet a PTO requirement, the PTO's rules could become meaningless. Parties could regularly allege attorney negligence in order to avoid an unmet requirement.<sup>18</sup>

Petitioner failed to independently take steps to ensure that maintenance fees would be paid timely.

To the extent that petitioner relied on Sheldon & Mak, petitioner has failed to prove that such reliance was reasonable and prudent. Petitioner had terminated Sheldon & Mak's services and Sheldon & Mak never indicated that it considered itself obligated to provide future services or that it would provide such services. Even if petitioner were able to prove that Sheldon & Mak owed a duty to petitioner, proof of the law firm's failure to fulfill such duty would not necessarily prove unavoidable delay, but merely shift the analysis to the law firm's steps to ensure the fee would be paid timely. It should be noted that the petition does not allege that Sheldon & Mak had procedures in place to ensure maintenance fee reminders would be timely mailed to petitioner for the instant patent.

Petitioner has failed to prove that it obligated Meaney to, not only prosecute pending applications, but also to monitor maintenance fee due dates. Petitioner has failed to prove that it relied on Meaney for notice of due dates for maintenance fees and that such reliance was reasonable and prudent.

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<sup>16</sup> Link v. Walbath Railroad Co., 370 U.S. 626, 633-634, 8 L. Ed. 2d 734, 82 S. Ct. 1386 (1962).

<sup>17</sup> Lay v. Indianapolis Brush & Broom Mfg. Co., 120 F. 831, 836 (1903).

<sup>18</sup> Huston v. Ladner, 973 F.2d 1564, 1567, 23 U.S.P.Q.2D (BNA) 1910 (Fed. Cir. 1992).

If petitioner could prove that it had clearly obligated Meaney to provide notice of maintenance fee due dates, such proof would not necessarily constitute proof of unavoidable delay. The reliance on an attorney to notify the patentee of relevant legal requirements such as maintenance fees does not, per se, constitute "unavoidable" delay. If the former law firm made any errors, petitioner is bound by such errors. Petitioner fails to prove that Meaney treated the obligation, if Meaney had it, to monitor maintenance fee due dates the same as a reasonable and prudent person would treat his or her most important business. The record fails to list all the steps taken by Meaney to obtain all of the files. The record fails to list steps taken by Meaney to ensure that all files were received. The record fails to list steps taken by Meaney to docket patents for which files were received. It should be noted that, in order to docket a patent, one does not need the file wrapper, but instead only needs information such as the patent number. With the patent number, one can discover the issue date and therefore determine due dates for maintenance fees and enter such dates into a docketing system. With a phone call to the Patent and Trademark Office, one can learn all the patent numbers for which assignments have been recorded by a specific party such as petitioner. To the extent Meaney relied on Sheldon & Mak to notify Meaney when maintenance fees became due, such reliance was not reasonable and prudent. To the extent expiration resulted from a failure to receive any reminders from the Patent and Trademark Office, either directly or forwarded, the delay is not unavoidable.<sup>19</sup>

Petitioner could have taken steps upon Sheldon & Mak's termination to ensure that maintenance fees would be timely paid even if Sheldon & Mak did not provide notice of due dates. Petitioner has failed to prove that petitioner or Meaney took such steps.

The full record has been considered and the record fails to prove that the entire delay in the submission of the maintenance fee was unavoidable.


#### Decision

The prior decision which refused to accept under 37 CFR § 1.378(b) the delayed payment of a maintenance fee for the above-identified patent has been reconsidered. For the reasons herein and stated in the previous decision, the entire delay in this case cannot be regarded as unavoidable within the meaning of 35 USC § 41(c)(1) and 37 CFR § 1.378(b). Therefore, the petition is **denied**.

As stated in 37 CFR 1.378(e), no further reconsideration or review of the matter will be undertaken.

The patent file is being forwarded to Files Repository.

Telephone inquiries should be directed to Petitions Attorney Steven Brantley at (703) 306-5683.

  
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Supervisory Petitions Examiner  
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<sup>19</sup> See footnote 5.